

**\*\*\*ATTACHMENTS\*\*\***

**CITY OF SHEBOYGAN**  
**TWENTIETH REGULAR COMMON COUNCIL MEETING**  
**Monday, January 21, 2019**

**ALDERPERSONS PRESENT:**

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

**ALDERPERSONS ABSENT AND EXCUSED:**

Jim Bohren and Rosemarie Trester - 2.

**Meeting called to order at 6:00 PM**

**1. OPENING OF MEETING**

## 1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE - Cub Scouts Chase Bohman, Cameron Spitz, and Nolan Groh from Cub Scout Pack 3816 led the Pledge

## 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 RESIGNATION - Aaron Sloma from the Harbor Centre Business Improvement District (BID)

## 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.

## 1.5 MAYOR'S APPOINTMENTS - Jordan Saunders to the Harbor Centre BID Board - LAYS OVER

## 1.6 CONFIRMATION OF MAYOR'S APPOINTMENTS (Updated) - Six individuals 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.

## 1.7 CONFIRMATION OF MAYOR'S APPOINTMENTS - Eric Bushman to the position of Director of Information Technology (IT)

## 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.

**1.8 CONFIRMATION OF MAYOR'S APPOINTMENTS - David Hoffman to the City Plan Commission****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.

**1.9 PUBLIC FORUM - Limit of five people having five minutes each with comments limited to items on this agenda. Dane Schaefer spoke.**

**1.10 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. 206-18-19 by Sheboygan Transit Commission to whom was referred Res. No. 161-18-19 by Alderperson Wolf authorizing the Mayor to execute the 2019 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals; recommends approving the Resolution. ACCEPT AND FILE AND PASS RESOLUTION**

Resolution: MOTION TO ACCEPT AND FILE 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.

**2.3 R. O. No. 207-18-19 by City Clerk granting various license applications (People to People). 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.

**2.4 R. C. No. 220-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 151-18-19 by the City Clerk submitting various license applications; recommends granting the license. 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. 221-18-19 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 to deny Beverage Operator's License application #6552 (Stacey M. Ross) based upon her record of violations related to the license activity and her failure to cooperate with the committee. 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. 222-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 200-18-19 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.

2.7 R. C. No. 223-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 204-18-19 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. 224-18-19 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL R. O. No. 205-18-19 by City Attorney reporting that the City Attorney's Office has settled the matter of U.S. Bank, National Association, et al. vs. Jennifer A. Scheele, et al., Sheboygan County Circuit Court Case No. 2017CV000325, with a payment by U.S. Bank to the City in the amount of \$4,271.41; recommends approving 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.

2.9 R. C. No. 225-18-19 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 146-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into contract with Excel Engineering, Inc., for professional engineering, design, and services regarding City of Sheboygan Street Reconstruction and Utility Relay Projects, related to TID #17 and Badger State Lofts; recommends approving the Resolution and revised contract. 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. 226-18-19 by Public Works Committee to whom was referred Res. No. 155-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company regarding Mill Road at the Pigeon River bridge; 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. 227-18-19 by Finance and Personnel Committee to whom was referred Res. No. 158-18-19 by Alderpersons Rindfleisch and Bohren authorizing the Director of Planning and Development to enter into a listing contract with CBRE to provide real estate services for the SouthPointe Enterprise Campus; recommends approving the Resolution with revised listing contract. 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. 228-18-19 by Public Works Committee to whom was referred Res. No. 160-18-19 by Alderpersons Wolf and Sorenson authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.; 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.

2.13 R. C. No. 229-18-19 by Public Works Committee to whom was referred Res. No. 162-18-19 by Alderpersons Wolf and Sorenson authorizing advertising for bids for the Mead Public Library Plaza project; 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. 208-18-19 by City Clerk submitting a pending claim from Michael J. Skelton for alleged injuries when he fell on ice in Maywood Park. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.2 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. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

#### 4. RESOLUTIONS

4.1 Res. No. 163-18-19 by Alderpersons Donohue and Sorenson authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Taxicab Driver License No. 8112 (Trevor M. Gohr), and authorizing payment for said services. SUSPEND AND PASS RESOLUTION

**MOTION TO SUSPEND AND PASS RESOLUTION**

Motion by Mary Lynne Donohue, 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.

4.2 Res. No. 164-18-19 by Alderperson Wolf authorizing entering into a Collateral Assignment of Development Agreement with Badger State Lofts, LP and Wisconsin Housing and Economic Development Authority regarding the Badger State Lofts project. SUSPEND AND PASS RESOLUTION

**MOTION TO SUSPEND 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.

4.3 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. REFER TO PUBLIC WORKS COMMITTEE

4.4 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 miles STH 28/14th Street corridor from North Avenue to Indiana Avenue. REFER TO PUBLIC WORKS COMMITTEE

4.5 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. 4650-02-00\_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. REFER TO PUBLIC WORKS COMMITTEE

4.6 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. REFER TO PUBLIC WORKS COMMITTEE

4.7 Res. No. 169-18-19 by Alderpersons Wolf and Sorenson authorizing a transfer of appropriations in the 2019 Budget. REFER TO PUBLIC WORKS COMMITTEE

4.8 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. REFER TO PUBLIC WORKS COMMITTEE

#### 5. REPORT OF COMMITTEES

5.1 R. C. No. 230-18-19 by Committee of the Whole to whom was referred R. O. No. 180-18-19 by Fire

Chief submitting the Draft Summary Report of the Operational and Departmental Structure Review of the Sheboygan Fire Department prepared by Fitch & Associates; recommends to file the document.

**ACCEPT AND FILE**

**MOTION TO ACCEPT AND FILE**

Motion by Ryan Sorenson, 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.

5.2 R. C. No. 231-18-19 by Finance and Personnel Committee to whom was referred Res. No. 157-18-19 by Alderpersons Rindfleisch and Bohren expressing the sense of the council that the appropriate City Officials should take the necessary steps to demolish the armory (including obtaining a demolition permit), abate the remaining asbestos materials, dispose of the demolition waste, and complete restoration of the site; recommends approving the Resolution. **ACCEPT AND ADOPT AND PASS 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, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 6.

Nay: Ryan Sorenson, Rose Phillips - 2.

5.3 R. C. No. 232-18-19 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 35-18-19 by Alderperson Rindfleisch amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the City Attorney's Table of Organization; recommends approving the Ordinance. **ACCEPT AND ADOPT AND PASS ORDINANCE**

**MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE**

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.

5.4 R. C. No. 233-18-19 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 36-18-19 by Alderperson Rindfleisch amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the Finance Department Table of Organization; recommends approving the Ordinance. **ACCEPT AND ADOPT AND PASS ORDINANCE**

**MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE**

Motion by Todd Wolf, second by Mary Lynne Donohue.

Before action was take, **MOTION TO AMEND ORDINANCE TO REFLECT PAY SCALE OF "K" INSTEAD OF "J"**

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.

**PASS ORDINANCE AS AMENDED**

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**

6.1 Gen. Ord. No. 37-18-19 by Alderpersons Rindfleisch and Bohren re-establishing the salary schedule for certain designated elected officials. REFER TO FINANCE AND PERSONNEL COMMITTEE

6.2 Gen. Ord. No. 38-18-19 by Alderpersons Rindfleisch and Bohren amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Department of Public Works Table of Organization. REFER TO FINANCE AND PERSONNEL COMMITTEE

6.3 Gen. Ord. No. 39-18-19 by Alderpersons Rindfleisch and Bohren amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Fire Department Table of Organization. REFER TO FINANCE AND PERSONNEL COMMITTEE

6.4 Gen. Ord. No. 40-18-19 by Alderpersons 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. REFER TO PUBLIC WORKS COMMITTEE

## **7. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED**

7.1 R. O. No. 210-18-19 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 6:23 p.m.

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, January 22, 2019



January 16, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Jordan Saunders to be considered for appointment to the Harbor Centre BID Board to fill the unexpired term of Aaron Sloma whose term expires 12/31/2020.

MICHAEL J. VANDERSTEEN, MAYOR

*Rayover*

OFFICE OF MAYOR  
CITY HALL  
828 CENTER AVE., SUITE 301  
SHEBOYGAN, WI  
53081-4495  
  
920/459-3317  
FAX 920/459-0256

2018 Action Items and Critical Measurements

<b><u>Quality of Life - Action Items</u></b>		<b><u>Assigned Department</u></b>	<b><u>Start Date</u></b>	<b><u>Actual/Target Completion Date</u></b>	<b><u>Resources</u></b>	<b><u>Percentage of Completion</u></b>	<b><u>Status</u></b>
1	Create a replacement park equipment schedule	Public Works	10/1/2017		Park staff	100%	Tracking spreadsheet created with ongoing updates
2	Complete a building adequacy study on the Senior Activity Center building	Public Works	1/1/2020			0%	Moved to 2020
3	Become a bike-friendly city	City Plan/Mayor	4/1/2017	6/30/2018		100%	December 2018 - Bronze level award
4	Coordinate with Sheboygan County on planning south side utility corridor bike path	City Plan/Public Works	1/1/2017	10/1/2019		50%	2019 collaborative project with Sheboygan County - December 2019 re-bid project
5	Engage community / gather information / identify priorities for Age Friendly / Liveable Communities initiative	Senior Activity Center	1/1/2018		All Departments	100%	Fall 2018 - 2019 Community Survey / community listening sessions complete
6	Expand and enhance Fire / EMS staff training	Fire	1/1/2018			50%	Auditing training program volume and content. Planning for future training needs
7	Dedicate funding to the emerald ash borer program	Public Works	1/1/2018	Ongoing	Forestry staff	100%	2018 - 1,250 trees treated
<b><u>Quality of Life - Critical Measurements</u></b>		<b><u>Assigned Department</u></b>	<b><u>2018 Actual</u></b>	<b><u>2018 Benchmark</u></b>		<b><u>Percentage</u></b>	<b><u>Notes</u></b>
8	Fire response compliance percentage (NFRIS standard 380 seconds)	Fire	89%	90%		99%	2017 = 83%, 2016 = 79% , 2015 = 81%
9	EMS response compliance percentage (NFRIS standard 360 seconds)	Fire	N/A	90%		N/A	Quarter 4 - 2018 = Statistical tracking method changed, 2017 = 78%, 2016 = 79%, 2015 = 81%
10	Total in Fire / EMS staff training hours	Fire	10,563	12,000		88%	2017 total = 9,908
11	Improve ISO rating from 2 to 1	Fire	2	1		0%	June 2018 - ISO 2 rating reaffirmed
12	Residents who feel safe or very safe walking in their neighborhood after dark	Police	69%	80%		86%	2019 Community Survey data = 69%, 2016 Survey = 58%
13	Part 1 crime rate - violent crimes / per 1,000	Police	3.24 per 1,000	2.70 per 1,000		120%	2017 final = 2.40
14	Part 1 crime rate - property crimes / per 1,000	Police	16.70 per 1,000	22.25 per 1,000		75%	2017 final = 17.10
15	Number of neighborhood associations on the Mayor's Neighborhood Leadership Cabinet	City Plan/Mayor	9	7		129%	Vollrath - North Point and Historic Grant = 2018 additions
16	Number of neighborhood meetings	City Plan/Police	75	70		107%	Exceeded benchmark

Strategic Plan  
2018 Action Items and Critical Measurements

1/1/2018 to 12/31/2018

Blue denotes Benchmark achieved

	<u>Quality of Life - Critical Measurements - continued</u>	<u>Assigned Department</u>	<u>2018 Actual</u>	<u>2018 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
17	Number of joint projects with the Sheboygan Area School District	Public Works/City Plan/Library/Transit/Fire/IT	6	6		100%	Grade 4-9 beach education program/Grade K-4 Fire Safety/South High Protective Services Career Pathway
18	Walkability score	City Plan	88	86		102%	2018 = 88/100 Score - Reflected for downtown area, 2017 = 86
19	Increase in Shoreline Metro and Metro Connection annual ridership	Transit	599,714 / 34,658	530,000 / 34,000		113% / 102%	2017 - 529,726 Shoreline Metro / 35,589 Metro Connection
20	Trips per Revenue Mile - Shoreline Metro Fixed Route	Transit	15.38	13.00		118%	2018 = January - December data
21	Trips per Revenue Mile - Metro Connection	Transit	2.72	2.75		99%	2018 = January - December data
22	Shoreline Metro passenger opinion surveys conducted by Shoreline Metro and Bay-Lake RPC	Transit	N/A	677		0%	2019 = Administered via Bay-Lake RPC
23	Metro Connection passenger opinion surveys conducted by Shoreline Metro	Transit	76	46		165%	March 2018 = survey administered
24	Percent of graffiti removed within 3 days of notification on city facilities	Public Works/Police	100%	100%		100%	2017 = 75%
25	Additional trails created annually	Public Works/City Plan	N/A	N/A		50%	2019 collaborative project with Sheboygan County - addition of 3,100 linear feet
26	Number of High Visibility Education and Enforcement traffic safety related deployments	Police	14	9		156%	2017 = 6
27	Pounds of prescription drugs collected	Police	1,898	1,193		159%	Collected in 2nd / 4th quarter. 2017 = 1,480
28	Number of street trees planted	Public Works	25	500		5%	Spring 2019 = 244, Fall 2018 = 25, Fall 2017 = 448
29	Number of years holding Tree City USA designation	Public Works	40	40		100%	2018 = 40 years
30	Number of curb miles swept	Public Works	5,069	5,000		101%	Exceeded benchmark
31	Number of youth enrichment classes / events held	Library	786	700		112%	Exceeded benchmark
32	Number of adult enrichment classes / events held	Library	431	400		108%	Exceeded benchmark
33	Number of literacy / citizenship / public events held	Library	110	100		110%	Exceeded benchmark
34	Number of internet sessions used by citizens	Library	227,205	200,000		114%	Exceeded benchmark
35	Number of Sheboygan For All task force volunteers	SAC	25	25		100%	Completed
36	Number of meetings with national consultant for Age Friendly / Liveable Community initiative	SAC	4	3		133%	\$4,000 survey administration grant received

2018 Action Items and Critical Measurements

<b><u>Infrastructure and Public Facilities</u></b>							
<b><u>Infrastructure and Public Facilities - Action Items</u></b>							
		<b><u>Assigned Department</u></b>	<b><u>Start Date</u></b>	<b><u>Actual/Target Completion Date</u></b>	<b><u>Resources</u></b>	<b><u>Percentage of Completion</u></b>	<b><u>Status</u></b>
37	Complete resurfacing of 3 city streets per year leveraging local, state, and federal funding	Public Works	1/1/2018		Engineering	100%	2018 = May - October construction season
38	Manage 5-year information technology plan and provide adequate funding	IT	1/1/2018	Ongoing		100%	2018 - Strategic Plan complete, 5-year Capital Plan with 2019 Budget complete
39	Continue implementation of the Sheboygan A's improvements	Public Works	6/1/2016		A's fundraising	90%	Fall 2018 = Light installation. Spring 2019 = project completion
40	Replace 2 fixed route buses and replace 2 paratransit buses	Transit	Spring 2017	Winter 2018	Federal funding	90%	Buses ordered - delivery Spring 2019
41	Refurbish South 8th Street bridge	Public Works	8/15/2017	6/1/2018	Federal funding	100%	Completed
42	Refurbish alley between North 8th Street and the parking lot east of the Shoreline Metro Transfer Station	Public Works	Summer 2017	Summer 2019		25%	2019 project = Establishing partnership with Sheboygan Visual Arts
43	Finalize the redevelopment of alleys on North 8th Street	City Plan/Parking	Fall 2017	Fall 2018		100%	Fall 2018 = JMKAC completed two additional projects
44	Manage City Hall renovation process for creation of safer, functional space for citizens/employees	Public Works	Summer 2018	Winter 2019		65%	Project on schedule, construction in progress
45	Creation of city-wide long term storm water management plan	Public Works	5/2/2018	5/21/2019		50%	Under contract with Strand
46	Continue sanitary sewer rehabilitation program	Public Works	6/15/2018	10/1/2019		78%	2018 target = 11,092 linear feet
<b><u>Infrastructure and Public Facilities - Critical Measurements</u></b>							
		<b><u>Assigned Department</u></b>	<b><u>2018 Actual</u></b>	<b><u>2018 Benchmark</u></b>		<b><u>Percentage</u></b>	<b><u>Notes</u></b>
47	Linear feet of sanitary sewer relining completed	Public Works	8,665	11,092		78%	2018 = 1.64 miles
48	Pavement rating	Public Works	6.25	6.50		96%	2 year rating: 2017 = 6.25, 2015 = 5.93
49	Linear feet of infrastructure improved	Public Works	40,457	33,000		123%	2018 = 7.66 miles, 2017 = 6.25 miles

2018 Action Items and Critical Measurements

<b><u>Economic Development</u></b>							
<b><u>Economic Development - Action Items</u></b>							
		<b><u>Assigned Department</u></b>	<b><u>Start Date</u></b>	<b><u>Actual/Target Completion Date</u></b>	<b><u>Resources</u></b>	<b><u>Percentage of Completion</u></b>	<b><u>Status</u></b>
50	Coordinate with the Business Improvement District on recreational programming for City Green	City Plan	1/1/2017	Ongoing		100%	Partnered with Visit Sheboygan as lead entity
51	Assemble redevelopment site in key areas	City Plan	1/1/2017	5/17/2017		100%	Fresh Tech - Innovation Community development
52	Coordinate with Visit Sheboygan LLC for July 4th celebration	City Plan/Police/ Public Works	2/1/2018	7/4/2018		100%	Completed
53	Coordinate with consultant for a new business park project	City Plan/Public Works	1/10/2017	7/1/2017		100%	2018 = Land acquisition and design complete
54	Leverage WSCS Cable TV to produce PSAs that can be shared with residents	WSCS/City Plan	1/8/2017	Ongoing		100%	2018 = 5 PSA produced, 2017 = 5 PSA produced
55	Create a stronger tie between WSCS Cable TV and the Tourism Commission	WSCS/City Plan	6/1/2017	Ongoing		25%	Project continues in 2019
56	Manage construction of SouthPointe Enterprise Campus	Public Works/City Plan	4/23/2018	6/15/2019		90%	Spring 2019 = Construction complete
<b><u>Economic Development – Critical Measurements</u></b>							
		<b><u>Assigned Department</u></b>	<b><u>2018 Actual</u></b>	<b><u>2018 Benchmark</u></b>		<b><u>Percentage</u></b>	<b><u>Notes</u></b>
57	Amount of room tax generated	Finance	\$597,979	\$550,000		109%	2018 = Quarter 1 - 3; 2017 total = \$585,975 (excluding Blue Harbor)
58	Number of new hotel rooms constructed	City Plan	0	100		0%	Fall 2018 = Fairfield Inn and Suites - 106 rooms under construction
59	Number of jobs retained via city-based finance	City Plan	29	15		193%	2018 - Old World Creamery, 2017 - 3
60	Value of industrial property	City Plan	\$188,903,300	\$172,190,120		110%	2017 = \$186,609,500 valuation determined annually
61	Vacancy rate of industrial buildings	City Plan	5.20%	5.40%		96%	2017 = 4.40% statistic determined annually
62	Square feet of industrial property (construction commenced)	City Plan	27,839	40,000		87%	2018 = FedEx, 2017 = 37,400
63	Average pay of jobs created	City Plan	\$42,500	\$45,000		94%	2017 = \$38,500
64	Number of acres of new industrial sites created	City Plan	140	15		933%	2018 = SouthPointe Enterprise campus
65	Number of new residential units (construction commenced)	City Plan	99	80		124%	2018 = Water's Edge 33 units, 7thPenn = 66 units, 2017 = 133

2018 Action Items and Critical Measurements

		<u>Assigned Department</u>	<u>2018 Actual</u>	<u>2018 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
	<b><i>Economic Development – Critical Measurements - continued</i></b>						
66	Number of new businesses	City Plan	18	10		180%	2017 = 15
67	Increment valuation of property with Tax Incremental Districts	Finance	\$154,240,200	\$119,664,900		129%	2017 = \$130,881,800
68	Percent change of equalized property valuation (all property)	Finance/City Plan	7.00%	3.95%		177%	2017 = 7.00%
69	Amount of new construction	City Plan	\$61,326,304	\$100,000,000		61%	2017 = \$94,843,900
70	Dollars spent per parking stall in the parking utility jurisdiction	Parking	N/A	\$298		N/A	Figure reported annually following fourth quarter
71	Annual ridership on the trolley	Transit/City Plan	4,360	2,300		190%	31% increase in trolley's 2 year history. 2017 = 3,327

2018 Action Items and Critical Measurements

<b><u>Neighborhood Revitalization</u></b>							
<b><u>Neighborhood Revitalization - Action Items</u></b>							
		<b><u>Assigned Department</u></b>	<b><u>Start Date</u></b>	<b><u>Actual/Target Completion Date</u></b>	<b><u>Resources</u></b>	<b><u>Percentage of Completion</u></b>	<b><u>Status</u></b>
72	Create neighborhood development plans for 3 of the official neighborhood associations	City Plan	1/1/2017	Ongoing		100%	2018 = Vollrath / North Point, King Park, Indiana Corridor
73	Continue monthly interdepartmental staff meetings to coordinate neighborhood issues	City Plan/Public Works/Police	1/19/2017	Ongoing		92%	11 of 12 meetings completed
74	Continue to grow the number of new neighborhood associations	City Plan/Police	1/1/2017	Ongoing		125%	2018 = 3 new associations, 2017 = 2 new associations.
75	Make necessary public infrastructure improvements in at-risk neighborhoods	Public Works	1/1/2017	Ongoing	Engineering, Streets	100%	2018 = May - October construction season
76	Promote the city's housing funding programs to qualified homeowners to make improvements	City Plan/Police	1/1/2017	Ongoing		100%	Advertisement in Lakeshore Apt. Assoc newsletter, notices with all code enforcement orders
77	Continue the neighborhood association grant program with city funds	City Plan	10/23/2017	Ongoing		20%	\$10,000 of 2017 / 2018 CDBG Funds
78	Develop a plan for annual spring clean-up event	City Plan/Public Works	3/1/2018	Ongoing		75%	Spring 2019 event.
79	Continue Neighborhood Beat Officer program	Police	1/1/2017	Ongoing		100%	On-going
<b><u>Neighborhood Revitalization – Critical Measurements</u></b>							
		<b><u>Assigned Department</u></b>	<b><u>2018 Actual</u></b>	<b><u>2018 Benchmark</u></b>		<b><u>Percentage</u></b>	<b><u>Notes</u></b>
80	Number of new neighborhood associations	City Plan/Police	3	2		150%	2018 = 3 associations; 2017 = 2 associations
81	Number of housing loans issued	City Plan	8	10		80%	2017 = 7
82	Number of added affordable units	City Plan	2	50		4%	2018 = 2 (Habitat for Humanity), 2017 = 42 (Washington School)
83	Number of code enforcement orders issued	City Plan	866	1,000		87%	2017 = 1,234
84	Number of abandoned vehicles towed	Police	136	86		164%	2017 = 83
85	Number of garbage complaints investigated / cited	Police/City Plan	543	300		181%	2017 = 820

2018 Action Items and Critical Measurements

<b><u>Governing and Fiscal Management</u></b>							
<b><u>Governing and Fiscal Management - Action Items</u></b>							
		<b><u>Assigned Department</u></b>	<b><u>Start Date</u></b>	<b><u>Actual/Target Completion Date</u></b>	<b><u>Resources</u></b>	<b><u>Percentage of Completion</u></b>	<b><u>Status</u></b>
86	Continue providing detailed city budget documents to citizens	City Admin/Finance	1/1/2018	1/30/2018		100%	Link on website - City Admin & Finance
87	Continue providing detailed financial audit documents to citizens	City Admin/Finance	1/1/2017	5/14/2018		100%	2017 CAFR complete - Link on website
88	Support employee recognition team recommendations	Human Resources	7/1/2016	Ongoing	Employee Recognition Committee	100%	2018 = Inaugural Employee Recognition event
89	Continue and enhance employee picnics and special events	Mayor	7/1/2016	Ongoing	Human Resources/Mayor	100%	Employee Picnic 9/27/2018
90	Submit budget documents for GFOA award consideration	Finance	1/1/2018	1/30/2018		100%	2018 = Earned Recognition
91	Submit financial audit documents for GFOA award consideration	Finance/City Administrator	5/1/2018	6/29/2018		100%	June 2018 = 2017 CAFR / PAFR application submitted
92	Continue employee newsletters	Human Resources	7/1/2015	Ongoing		75%	Published 3 of 4 quarterly employee newsletters
93	Include Senior Activity Center participants in planning related to the retirement population	Senior Activity Center	5/15/2017			100%	2018 = 3 SAC members serving on Task Force and 4 SAC members on Committees / Commissions / Boards
94	Develop a succession plan for all management positions	Human Resources	6/1/18			50%	2018 = Fall workshop
96	Conduct a transit transportation development program for the next 5 years	Transit	11/1/17	1/1/20	Bay-Lake RPC	25%	Initial planning meeting August 2018
<b><u>Governing and Fiscal Management – Critical Measurements</u></b>							
		<b><u>Assigned Department</u></b>	<b><u>2018 Actual</u></b>	<b><u>2018 Benchmark</u></b>		<b><u>Percentage</u></b>	<b><u>Notes</u></b>
96	Percent of unspent general fund budget	Finance	3.77%	3.70%		102%	3.77% per 2017 CAFR
97	Unassigned fund balance as a percent of revenues	Finance	52%	25%		208%	As of 12/31/2018
98	Number of MUNIS software modules implemented	Information Technology	24	24		100%	June 2018 = Implementation of Budget Module
99	Moody's Investor Service bond rating for Sheboygan	Finance	Aa2	Aa2		100%	6/14/2018 rating confirmed

2018 Action Items and Critical Measurements

<b><u>Communication</u></b>							
<b><u>Communication - Action Items</u></b>							
		<b><u>Assigned Department</u></b>	<b><u>Start Date</u></b>	<b><u>Completion Date</u></b>	<b><u>Resources</u></b>	<b><u>Percentage of Completion</u></b>	<b><u>Status</u></b>
100	Create a monthly electronic community newsletter	Mayor	2/3/2017	Ongoing	Mayor's office	100%	12 of 12 annually completed
101	Continue citizen survey on annual basis	City Admin	1/1/2018	3/11/2018	Online survey	100%	2018 survey - Administered in February - March, 2018; 2019 survey - Administered August - November, 2018
102	Develop an internal communication plan that is shared with employees	Human Resources	7/1/2016		Communication Team/Dept Staff	75%	Work continuing in 2019 - coordination with Lakeland University and community partners
103	Educate entire community on Sheboygan For All initiative	City Admin	1/1/2018	Ongoing	All Departments	100%	2018 = 3 Community listening sessions held, 7 public representations
104	Expand offering of Fire Department community events	Fire	1/1/2018	Ongoing		100%	Open House events, Flight for Life program, Fight for Air Climb, Overdose Awareness
105	Continue home fire safety programs for students grades Kindergarten through Fourth	Fire	1/1/2018	Ongoing		100%	Collaborative events with SASD
<b><u>Communication – Critical Measurements</u></b>							
		<b><u>Assigned Department</u></b>	<b><u>2018 Actual</u></b>	<b><u>2018 Benchmark</u></b>		<b><u>Percentage</u></b>	<b><u>Notes</u></b>
106	Number of followers on all city departments' Twitter accounts	City Plan/Police/Library	9,329	7,800		120%	Police = 5,198; MPL = 739; City = 3,045, WSCS=347
107	Number of users on Nextdoor	City Plan	4,286	3,700		116%	2018 = 16% of 27,335 households in city
108	Number of "likes" on all City's Facebook accounts	City Plan/Police/Transit/Water Utility/Cable/Senior Activity Center	16,259	13,500		120%	Police = 10,042; MPL = 3,738; Transit = 867; SAC = 509; WSCS = 387; WU = 272; City = 444
109	Number of programs produced by WSCS Cable TV	Information Technology	622	500		124%	Exceeded benchmark
110	Number of televised Common Council and Committee of the Whole meetings	Information Technology	29	29		86%	2017 = 29; All meetings available video-on-demand
111	Number of appearances on Hmong radio station	Mayor	5	6		83%	2017 = 6
112	Number of Nixle contacts	Police	2,005	1,670		120%	Exceeded benchmark
113	Number of followers on Mead Public Library Instagram	Library	459	200		230%	2017 = 189
114	Number of Sheboygan For All - 2019 Community Survey responses	SAC	1,277	500		255%	2019 Community Survey = 1,277

2018 Action Items and Critical Measurements

		<u>Assigned Department</u>	<u>2018 Actual</u>	<u>2018 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
	<b><u>Communication – Critical Measurements - continued</u></b>						
115	Number of programs / events addressing Age Friendly / Livable Community initiative	SAC	11	6	All Departments	183%	Listening sessions, Levitt Amp concerts, various community presentations
119	Fire Department community events	Fire	29	38		76%	Mass casualty event, Fall prevention program, Come Together event, National Night Out, various open house events
120	Number of home fire safety programs for students grades Kindergarten through Fourth	Fire	173	182		95%	2018 = October Fire Prevention education
121	Number of students participating in fire safety programs	Fire	3,246	3,393		96%	2018 = October Fire Prevention education

# Strategic Plan 2017 - 2021



## Six Focus Areas

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

# Strategic Plan 4<sup>th</sup> Quarter 2018



## **2018 Strategic Plan Action Items and Critical Measurements review**

*Please note the following information while reviewing the details*

- ▶ **Some projects span multi-year time frames.**
- ▶ **Several items are postponed until 2019 or 2020.**
- ▶ **Staff worked collaboratively with internal and external partners for support and improved collaboration.**
- ▶ **Staff leveraged all intergovernmental resources and other contributions to maximize savings and improve output.**
- ▶ **Staff utilized public feedback for improvements or modifications.**
- ▶ **Comparative benchmarking with other municipalities is used to ensure our efforts remain fiscally responsible.**

# Strategic Plan 4<sup>th</sup> Quarter 2018



## Quality of Life

- ▶ Fire response of 380 seconds – 99% (Line 8)
- ▶ Fire / EMS staff training hours – 88% (Line 10)
- ▶ 16.70 per 1,000 Part 1 crime rate – property crimes – 75% (Line 13)
- ▶ 7 neighborhood associations on Mayor's Neighborhood Leadership Cabinet – 129% (Line 15)
- ▶ 75 neighborhood meetings – 129%
- ▶ Walkability score of 88 – 102% (Line 18)

# Strategic Plan 4<sup>th</sup> Quarter 2018



## Quality of Life

- ▶ **599,714 Shoreline Metro annual ridership – 113% (Line 19)**
- ▶ **15.38 trips per Revenue Mile – Shoreline Metro fixed route – 118% (Line 20)**
- ▶ **1,898 pounds of prescription drugs collected – 159% (Line 27)**
- ▶ **25 street trees planted – 5% (Line 28)**
- ▶ **5,069 curb miles swept – 101% (Line 30)**
- ▶ **786 youth enrichment classes / events – 112% (Line 31)**
- ▶ **431 literacy / citizenship / public events – 110% (Line 33)**

## Infrastructure and Public Facilities

- ▶ **Finalize the redevelopment of North 8<sup>th</sup> Street alleys – 100% (Line 43)**
- ▶ **Manage City Hall renovation process – 65% (Line 44)**
- ▶ **Refurbish South 8<sup>th</sup> Street Bridge – 100% (Line 41)**
- ▶ **1.6 miles of sanitary sewer relining completed – 78% (Line 47)**
- ▶ **7.66 miles of infrastructure improved – 123% (Line 49)**

# Strategic Plan 4<sup>th</sup> Quarter 2018



## Economic Development

- ▶ **Coordinate with Visit Sheboygan for successful City Green programming – 100% (Line 50)**
- ▶ **\$597,979 (quarter 1-3) Room tax generated – 109% (Line 57)**
- ▶ **\$188,903,300 value of industrial property – 110% (Line 60)**
- ▶ **140 acres of new industrial sites created – 933% (Line 64)**
- ▶ **18 new businesses created – 180% (Line 66)**
- ▶ **4,360 annual trolley ridership – 190% (Line 71)**

# Strategic Plan 4<sup>th</sup> Quarter 2018



## Neighborhood Revitalization

- ▶ **9 total official Neighborhood Associations, including 3 additions in 2018 – 125% (Line 74)**
- ▶ **Funding for Neighborhood Beat Officer grant secured – 100% (Line 79)**
- ▶ **8 housing loans issued - 80% (Line 81)**
- ▶ **866 Code enforcement orders issued – 87% (Line 83)**
- ▶ **136 Abandoned vehicles towed – 164% (Line 84)**
- ▶ **543 Garbage complaints investigated / cited – 181% (Line 85)**

# Strategic Plan 4<sup>th</sup> Quarter 2018



## Governing and Fiscal Management

- ▶ **First employee recognition event - 100% (Line 88)**
- ▶ **5.23% Unspent general fund balance – 141% (Line 96)**
- ▶ **52% Unassigned fund balance as a percent of revenues – 173% (Line 97)**
- ▶ **MUNIS Budget module implemented – 100% (Line 98)**
- ▶ **Moody's Investor Service bond rating reaffirmed as Aa2 – 100% (Line 99)**

# Strategic Plan 4<sup>th</sup> Quarter 2018



## Communication

- ▶ **12 Sheboygan Insider e-newsletters issued – 100% (Line 100)**
- ▶ **Continue citizen survey on an annual basis – 100% (Line 101)**
- ▶ **Steady increase in users of all city social media outlets – all over 100% (Line 106 – 109)**
- ▶ **29 Common Council / Committee of the Whole meetings televised – 100% (Line 110)**
- ▶ **5 appearances on Hmong radio station – 83% (Line 111)**

**CITY OF SHEBOYGAN**

**REQUEST FOR COMMON COUNCIL CONSIDERATION**

---

**ITEM DESCRIPTION:** Summary of 2019 Community Survey

---

**REPORT PREPARED BY:** Darrell Hofland, City Administrator

---

**REPORT DATE:** January 23, 2019

**MEETING DATE:** February 4, 2019

---

**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:**

City staff has received the results of the August 23 – November 30, 2018 issued 2019 Community Survey.

The response rate was 1,277 or three percent of city residents 18 years and older. The 2019 survey response was seven percent higher than 2018 (1,187 responses).

**STAFF COMMENTS:**

Attached is a copy of the Executive Summary of the survey, along with the survey results. The formal presentation of the survey results includes a Power Point to be presented at the February 4, 2019 Common Council meeting.

The community survey is used as additional public input for the Common Council and the city’s management team. Traditionally the community survey is administered February – March. For 2019, the survey date was advanced to ensure that input requested by AARP to support the Age-Friendly / Livable Community initiative. The timeline provided by AARP to gather their data stipulated completion of the survey prior to December 1, 2018.

The 2019 Community Survey questions consisted of a blend of AARP questions, and the city’s comprehensive question bank. The survey administration cycle allows for the comprehensive question selection to be utilized every three years. A condensed question list is administered during years two and three.

**ACTION REQUESTED:**

For informational purposes only.

**ATTACHMENTS:**

- I. 2019 Community Survey Executive Summary
- II. 2019 Community Survey

# CITY OF SHEBOYGAN 2019 COMMUNITY SURVEY EXECUTIVE SUMMARY

Consistent with the City's Strategic Plan and its goal to improve communication, an annual community survey was conducted to gain an understanding of the views and preferences of the citizens of Sheboygan. The 2019 survey questions were developed with the assistance of the Sheboygan For All Task Group. Several of the questions were requested by AARP, which provided the city with a \$4000 grant to assist with promotional efforts of the survey.

The city kicked off the promotion of the survey in conjunction with the final Levitt Amp concert (August 23, 2018) at City Green. The city also held several community listening sessions: October 23, October 24, and November 28, 2018. A majority of the promotional efforts occurred between October 15 and November 30, 2018. The survey was marketed through the following channels: city website, including several individual pages, the city's electronic message board signs, a digital billboard, Cable Channel WSCS, multiple social media outlets including Nextdoor, the city and individual departmental Facebook pages, Nextdoor, Twitter, Instagram and Nixle, Shoreline Metro buses, local newspaper and radio, along with a variety of partnering community organizations and employers. The promotional flyer and instructions on the home page of the survey contained Spanish and Hmong translations. The complete survey was translated in Spanish and available online and via paper. Designated computer and paper collection locations were established at the Mead Public Library, Senior Activity Center and the City Clerk's Office.

Of the 39,670 City of Sheboygan residents who are 18 years of age or older, the survey participation rate was 1,277 or three percent. Assuming randomness of the responses, the results are projected to be 95 percent certain with +/-3% margin of error. Of the 1,277 survey responses, 29 were in Spanish. Since its inception in 2016, the survey response rate continues to increase annually. The number of 2019 total responses increased 44 percent from the inaugural survey in 2016.

The following are the results of the survey. The 2019, 2018, 2017 and 2016 responses were reviewed for trend analysis. Please note that a response of "No Opinion" was removed from 2019 data calculations in order to complete the trend analysis.

## QUALITY OF LIFE

(Questions 10, 11, 12 and 13)

- 87 percent of participants indicated the **quality of life** was "**Excellent**", "**Very Good**" and "**Good**". This is an overall increase of 13 percent since 2016.
- 78 percent of participants indicated that the City's **general direction** was "**Improving**" and "**Holding Steady**", indicating an increase of 7 percent over 2018, and 11 percent over 2017 results.

- 94 percent of participants indicated they felt **“Very Safe”** and **“Safe”** walking alone in their neighborhood during the day.
- Trend analysis indicates a substantial reduction of 8 percent in respondents who felt **“Very Unsafe”** walking alone in their neighborhood during the night since 2016. The 2019 results confirm 69 percent of respondents feel **“Very Safe”** and **“Safe”** walking alone in their neighborhood during the night, a 3 percent increase from 2016.

## **CITY PERFORMANCE**

(Question 15)

- Survey participants identified the City’s **overall performance** as **“Excellent”** and **“Good”** at 71 percent. This indicates an 11 percent increase since 2016.
- Rating for **delivering services efficiently** of **“Excellent”** and **“Good”** were 64 percent. This reflects an 8 percent increase since 2016.
- The largest gain was realized for the city **focusing on the priorities that matter most to citizens**. Results indicate 50 percent ranked this category as **“Excellent”** and **“Good”**, a 16 percent gain since 2016.

(Question 16)

Survey participants indicated numerous positive gains related to **how well the city is doing in each area**. Rankings of **“Excellent”** and **“Good”** indicating sizeable increases since the initial 2016 survey are listed below. Change in satisfaction levels was highest in the following categories:

- **Zoning and land use**; 54 percent, a 25 percent improvement.
- **Support for neighborhoods**; 29 percent, a gain of 22 percent.
- **Support for the arts in the community**; 79 percent, an increase of 25 percent.
- **Public Transit Services**; 78 percent, a 23 percent increase.
- **Overall City Administration**; 65 percent, a 22 percent expansion.
- Various Public Works services including **Leaf pick-up**, **Recycling and garbage collection**, **Street cleaning** and **Street tree maintenance** rose 17 percent, 8 percent, 11 percent and 13 percent, respectively.
- **Library Services**; 93 percent, a 15 percent advance.
- **Street maintenance and pavement**; 26 percent, a 12 percent gain.
- **Emergency Medical Services**; 92 percent, an 11 percent increase.
- **Fire Services**; 94 percent, a 10 percent improvement.
- **Police Services**; 88 percent, a 10 percent rise.
- **Attracting and keeping businesses in Sheboygan**; 44 percent, a 7 percent gain.

With a score of 1 being “Poor” and a score of 4 being “Excellent”, the top five rated city **departments** (Question 17) based upon services provided were as follows:

1. **Mead Public Library** (3.41)
2. **Fire Department** (3.40)
3. **Police Department** (3.25)
4. **Senior Activity Center** (3.11)

## 5. **Water Utility** (3.06)

Over the past 3 years, all departments received rating increases of “**Excellent**” and “**Good**”. **Those departments which achieving** a substantial increase (6 percent or higher) ratings of “**Excellent**” and “**Good**” during this period were:

- Shoreline Metro – 16 percent
- Common Council – 12 percent
- Property Assessment – 12 percent
- Finance Department – 11 percent
- Human Resources Department – 11 percent
- Mead Public Library – 8 percent
- Public Works – 8 percent
- Fire Department – 6 percent
- Municipal Court – 6 percent

## **COMMUNICATION**

The top five sources (Question 18) used by survey participants to **obtain information** about the City of Sheboygan are:

1. City website – 62% (same as 2018 results)
  2. Sheboygan Press – 59% (8% decrease from 2018 results)
  3. Sheboygan Sun – 45% (4% decrease from 2018 results)
  4. WHBL Radio – 36% (2% decrease from 2018 results)
  5. City Facebook – 33% (Same as 2018 results)
- The English and Spanish survey results were very similar.
  - Other notable (20 percent or higher) communication sources were: VisitSheboygan.com, Sheboygan Insider (city newsletter), Library website, Police Department Facebook, and Plymouth Review – The Beacon.

## **FUNDING SOURCE FOR CITY SERVICES**

Responses to the survey question regarding how to deal with **rising costs of providing services** (Question 19) were as follows:

- 48% supported **Use a combination of increased property taxes and user fees and charges**
- 31% supported an **Increase of user fees and charges, do not increase property taxes**
- 12% supported an **Increase in property taxes – do not increase user fees**
- Trend analysis indicates these categories remain relatively unchanged in each of the last four survey results.

## **THREE MOST IMPORTANT REASONS TO CHOOSE SHEBOYGAN AS HOME**

(Question 20)

Survey responses remain relatively unchanged between 2016 and 2019.

- Proximity to family and friends – 49%
- Proximity to employment – 48%
- Proximity to Lake Michigan – 36%

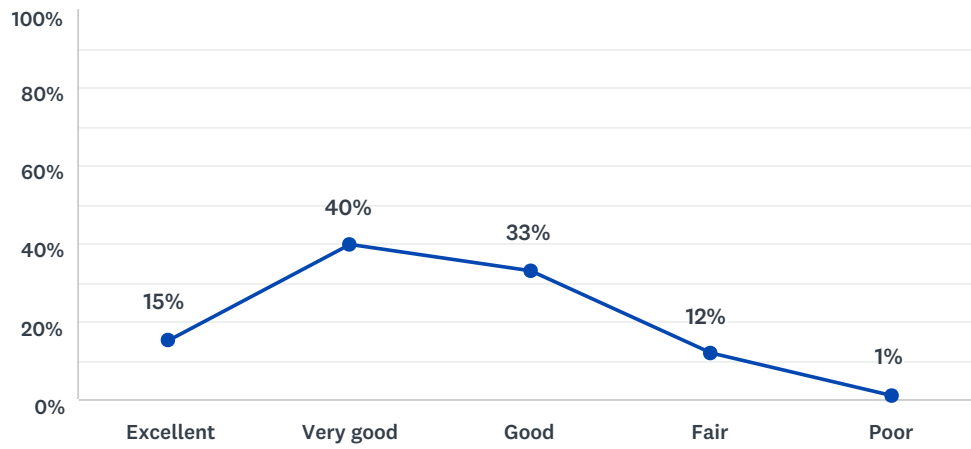
## **SURVEY RESPONDENTS**

The typical survey respondent is listed below.

- English survey – Female, homeowner, 45 years old, married, white, non-Hispanic, resident for 25 or more years with annual household income of \$50,000 to \$74,999.
- Spanish survey - Male, renter, 38 years old, married, other race, Hispanic, resident for 11 to 24 years with annual household income of \$30,000 to \$49,999.

### Q3 How would you rate your community as a place for people to live as they age?

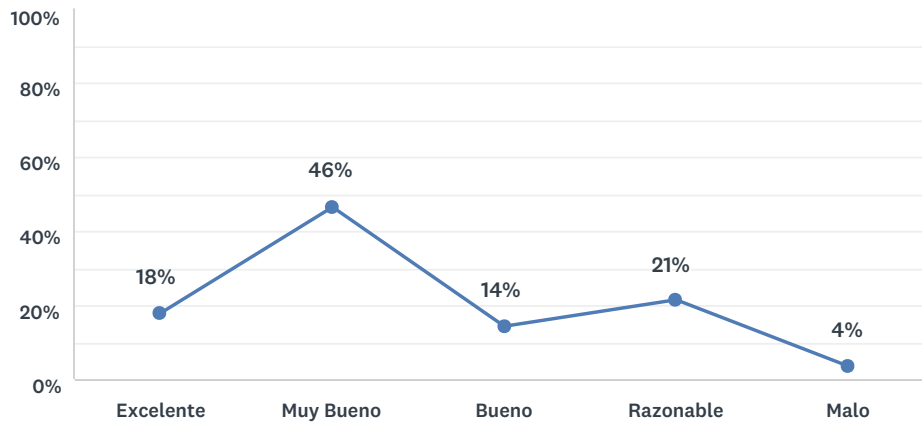
Answered: 1,228 Skipped: 20



ANSWER CHOICES	RESPONSES	
Excellent	15%	186
Very good	40%	487
Good	33%	404
Fair	12%	145
Poor	1%	11
Total Respondents: 1,228		

### Q3 ¿Cómo calificaría a su comunidad como lugar de vivienda al envejecer?

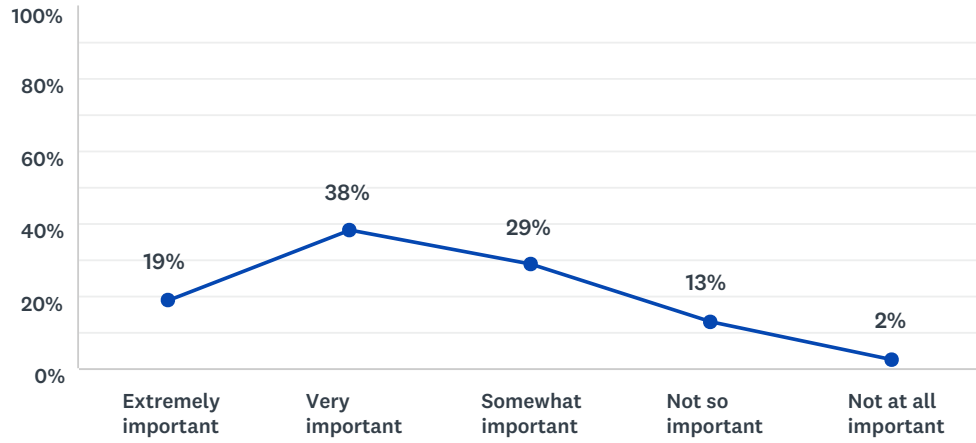
Answered: 28 Skipped: 1



ANSWER CHOICES	RESPONSES	
Excelente	18%	5
Muy Bueno	46%	13
Bueno	14%	4
Razonable	21%	6
Malo	4%	1
Total Respondents: 28		

## Q4 How important is it for you to remain in your community as you age?

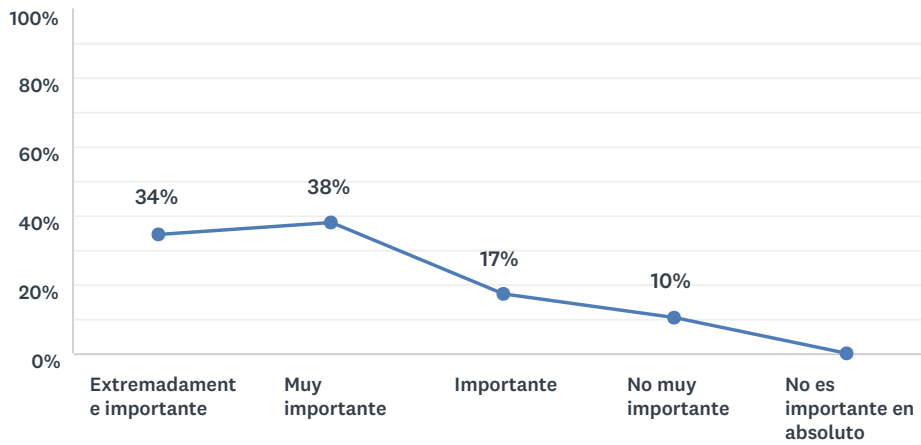
Answered: 1,229 Skipped: 19



ANSWER CHOICES	RESPONSES	
Extremely important	19%	231
Very important	38%	468
Somewhat important	29%	353
Not so important	13%	157
Not at all important	2%	29
Total Respondents: 1,229		

### Q4 ¿Qué tan importante es para usted permanecer en su comunidad a medida que envejece?

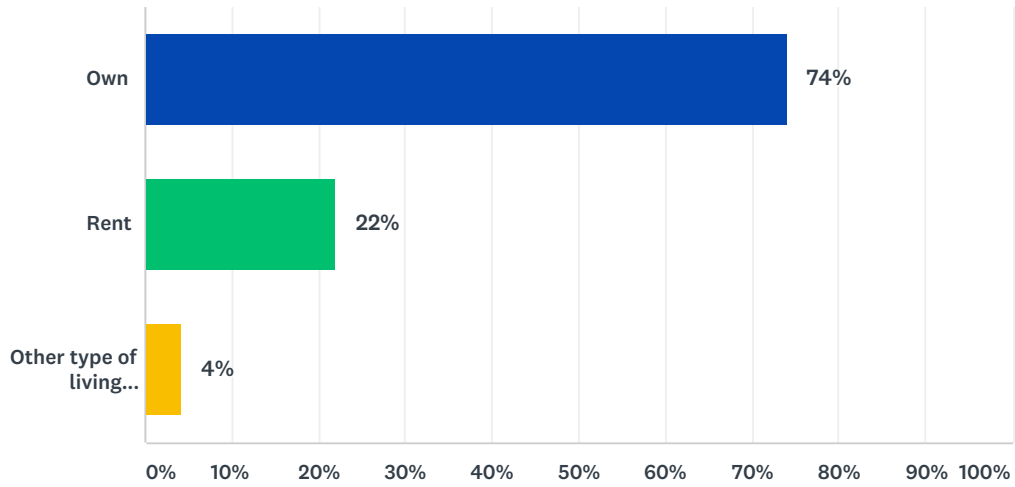
Answered: 29 Skipped: 0



ANSWER CHOICES	RESPONSES	
Extremadamente importante	34%	10
Muy importante	38%	11
Importante	17%	5
No muy importante	10%	3
No es importante en absoluto	0%	0
Total Respondents: 29		

### Q5 Do you own or rent your primary home -- or do you have some other type of living arrangement, such as living with a family member or friend?

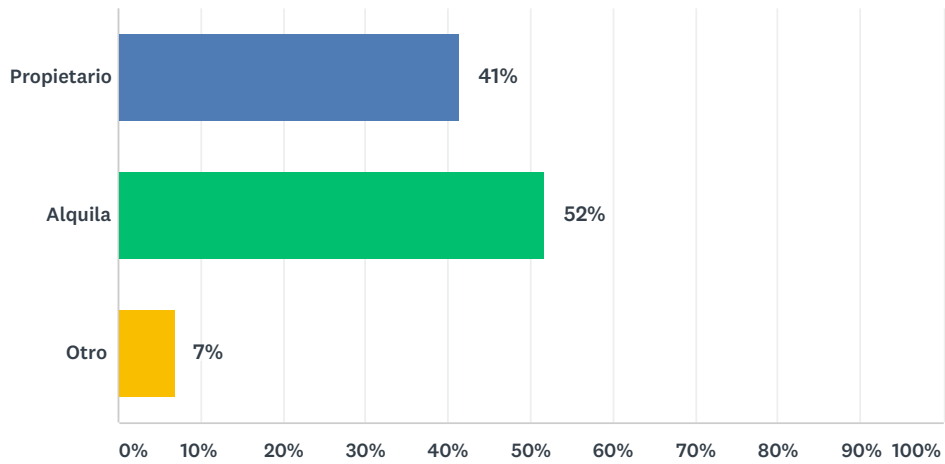
Answered: 1,231 Skipped: 17



ANSWER CHOICES	RESPONSES	
Own	74%	912
Rent	22%	270
Other type of living arrangement	4%	51
Total Respondents: 1,231		

### Q5 ¿Es propietario o alquila su vivienda principal o tiene algún otro tipo de arreglo de vivienda, como vivir con un familiar o amigo?

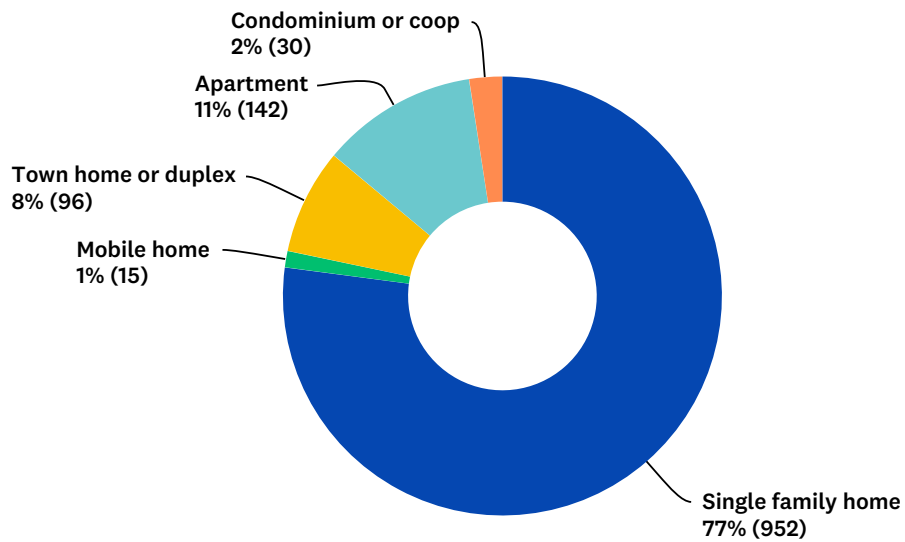
Answered: 29 Skipped: 0



ANSWER CHOICES	RESPONSES	
Propietario	41%	12
Alquila	52%	15
Otro	7%	2
Total Respondents: 29		

## Q6 What type of home is your primary home?

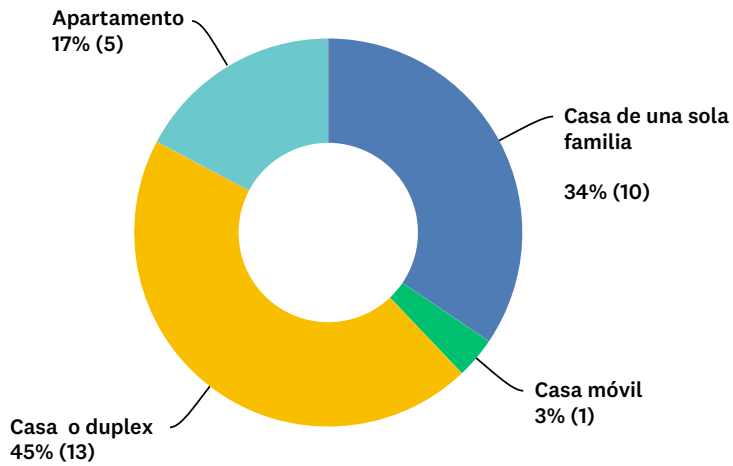
Answered: 1,235 Skipped: 13



ANSWER CHOICES	RESPONSES	
Single family home	77%	952
Mobile home	1%	15
Town home or duplex	8%	96
Apartment	11%	142
Condominium or coop	2%	30
<b>TOTAL</b>		<b>1,235</b>

## Q6 ¿Qué tipo de hogar es su hogar principal?

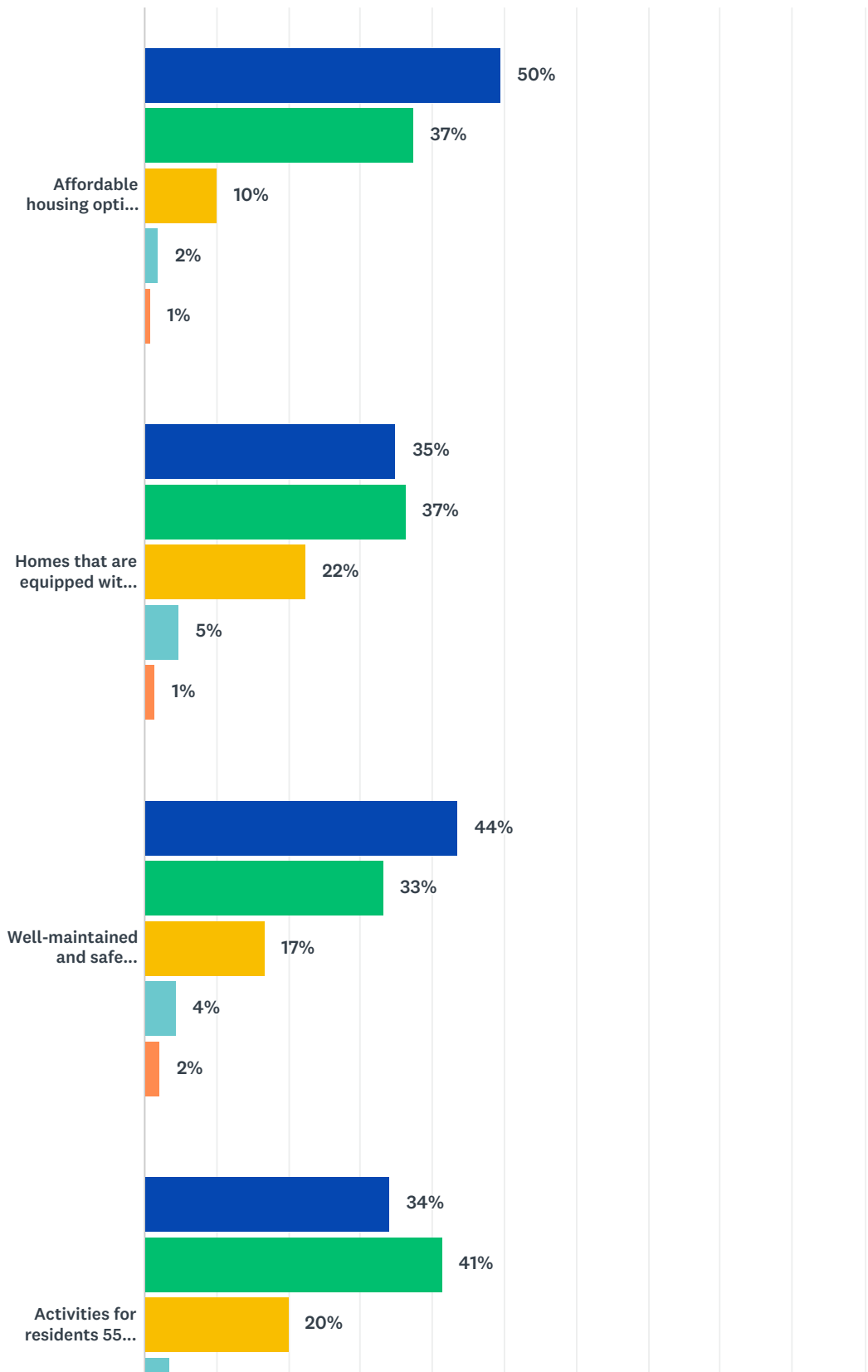
Answered: 29 Skipped: 0



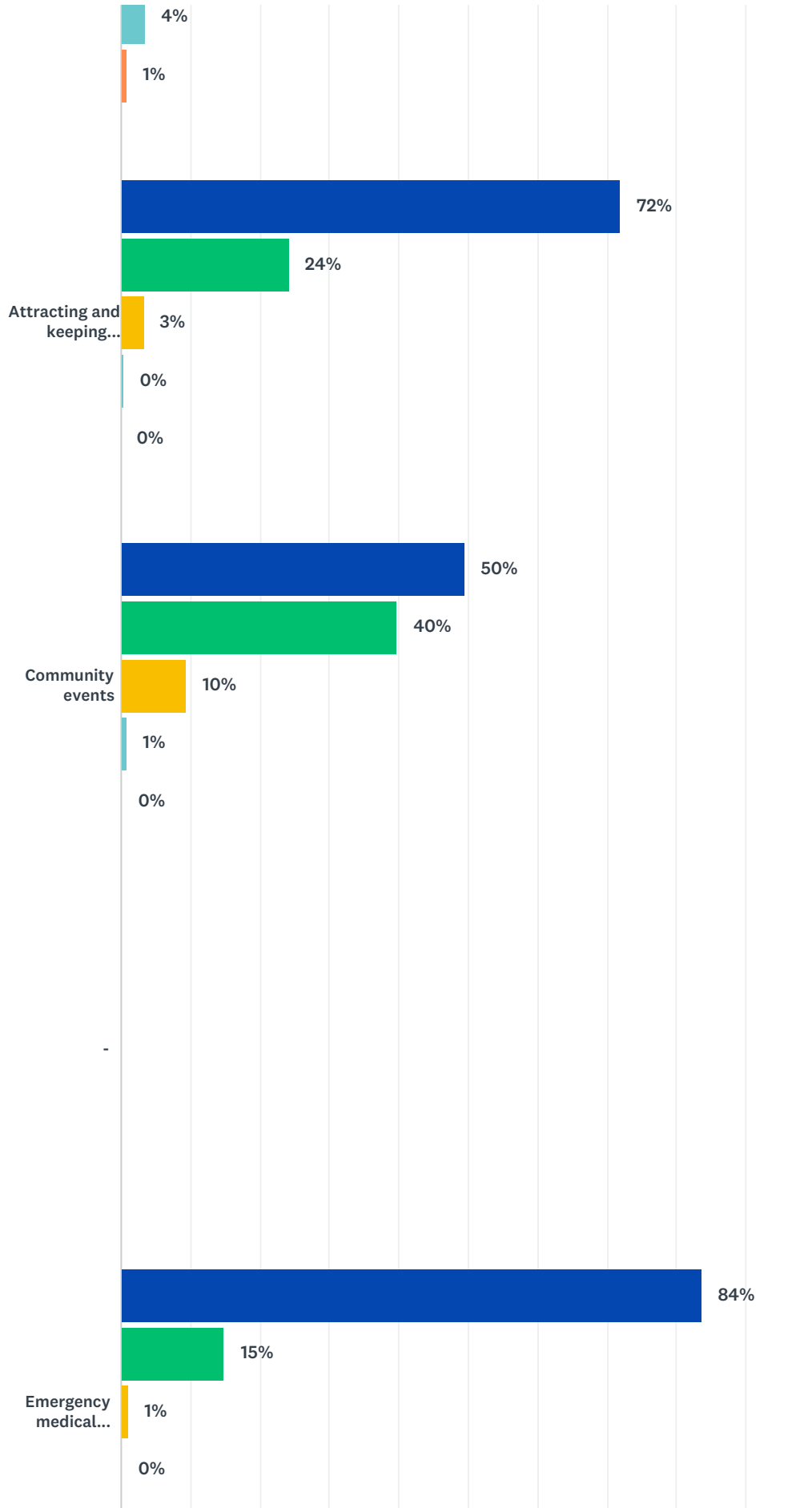
ANSWER CHOICES	RESPONSES	
Casa de una sola familia	34%	10
Casa móvil	3%	1
Casa o duplex	45%	13
Apartamento	17%	5
Condominio o cooperativa	0%	0
<b>TOTAL</b>		<b>29</b>

### Q7 How important do you think it is to have the following in your community?

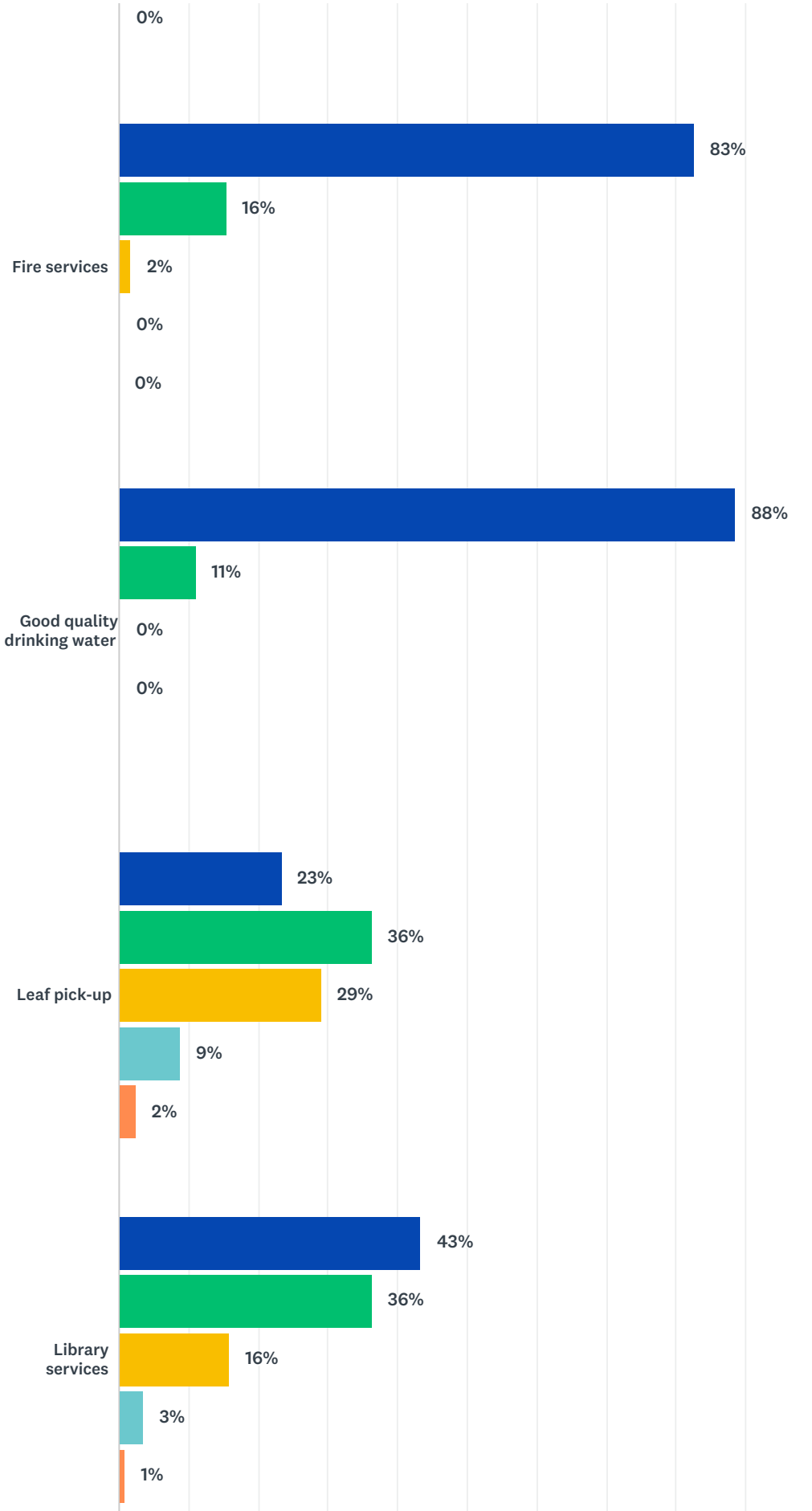
Answered: 1,245 Skipped: 3



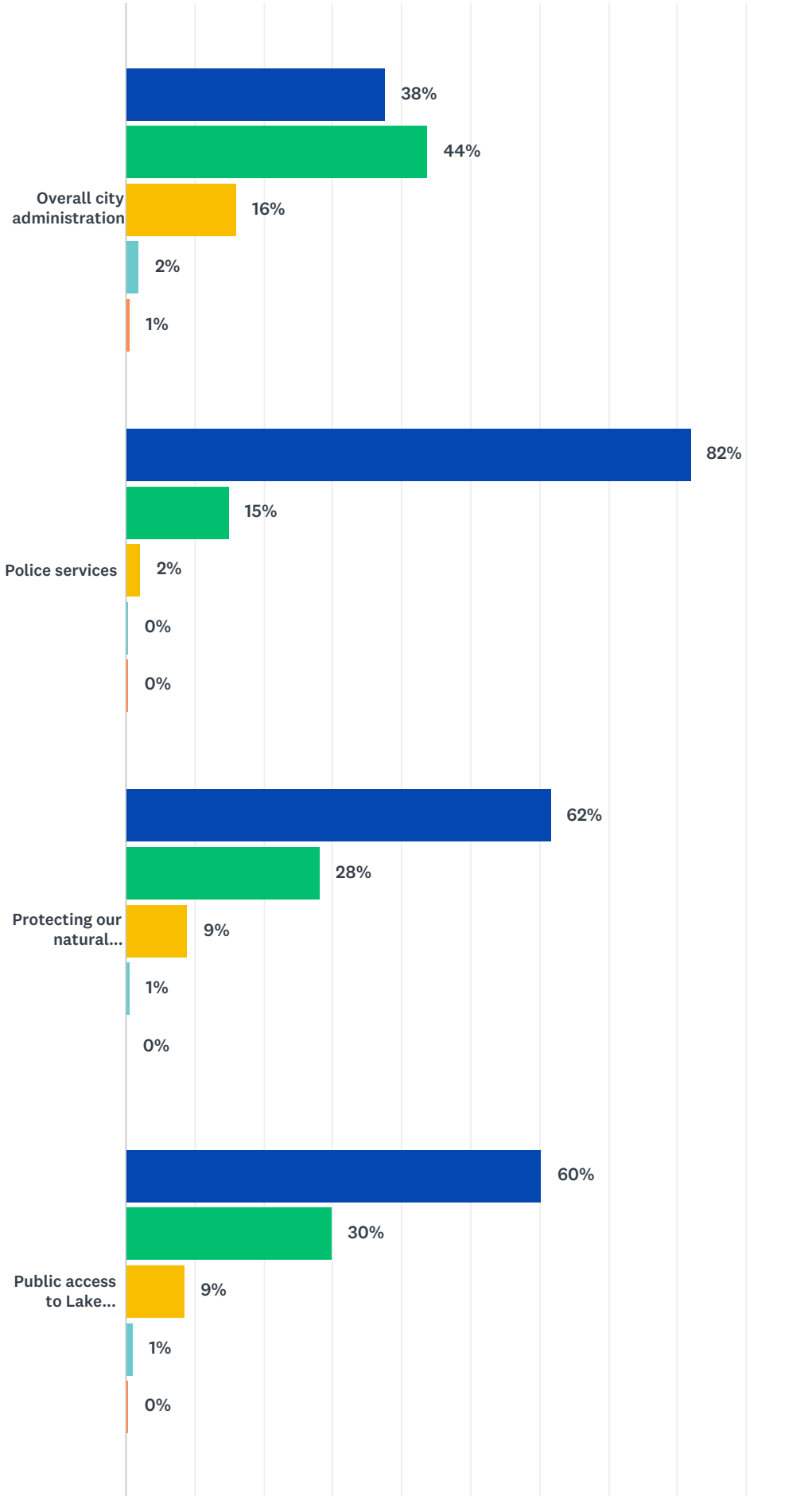
# 2019 City of Sheboygan Community Survey



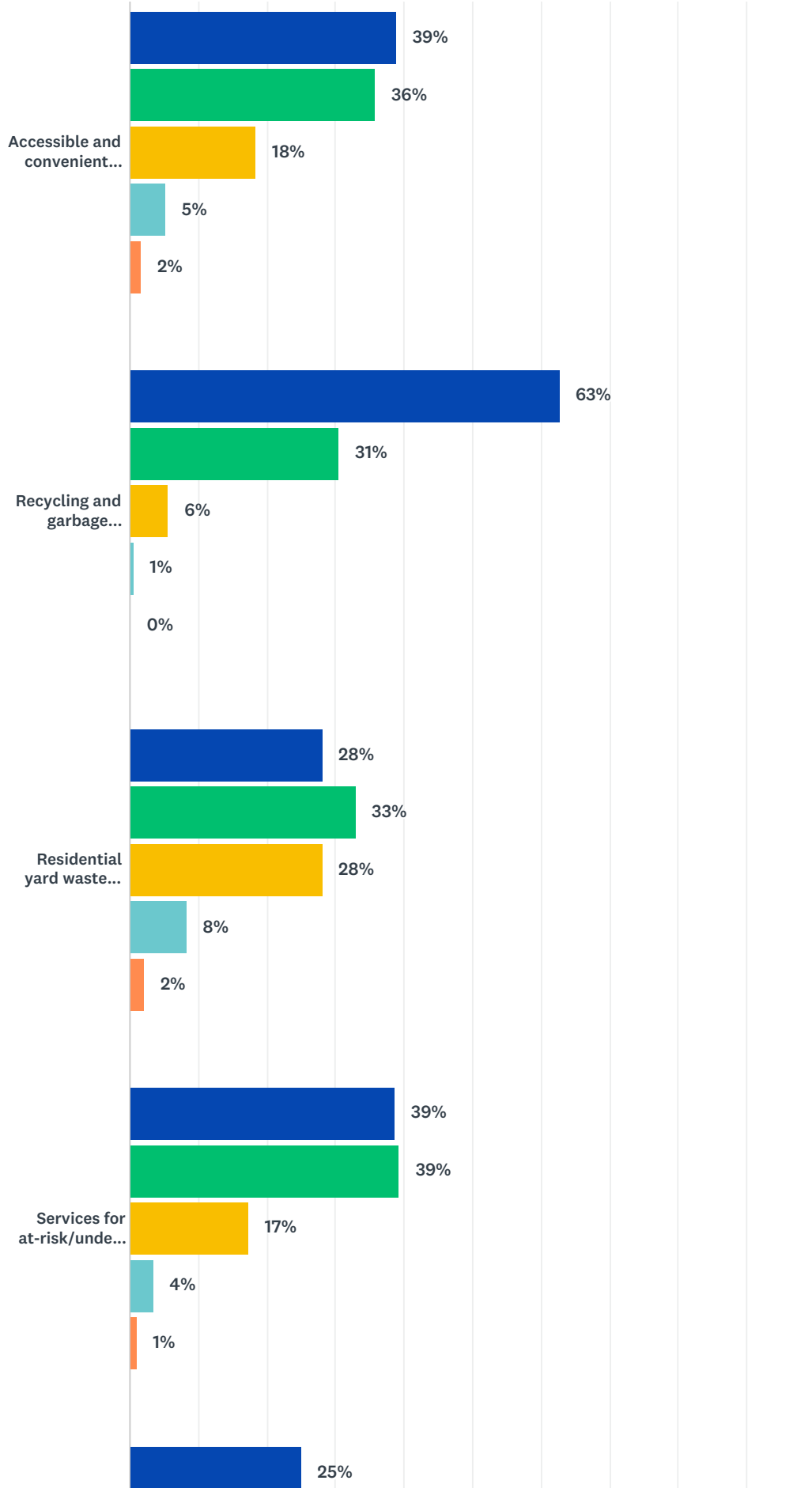
# 2019 City of Sheboygan Community Survey



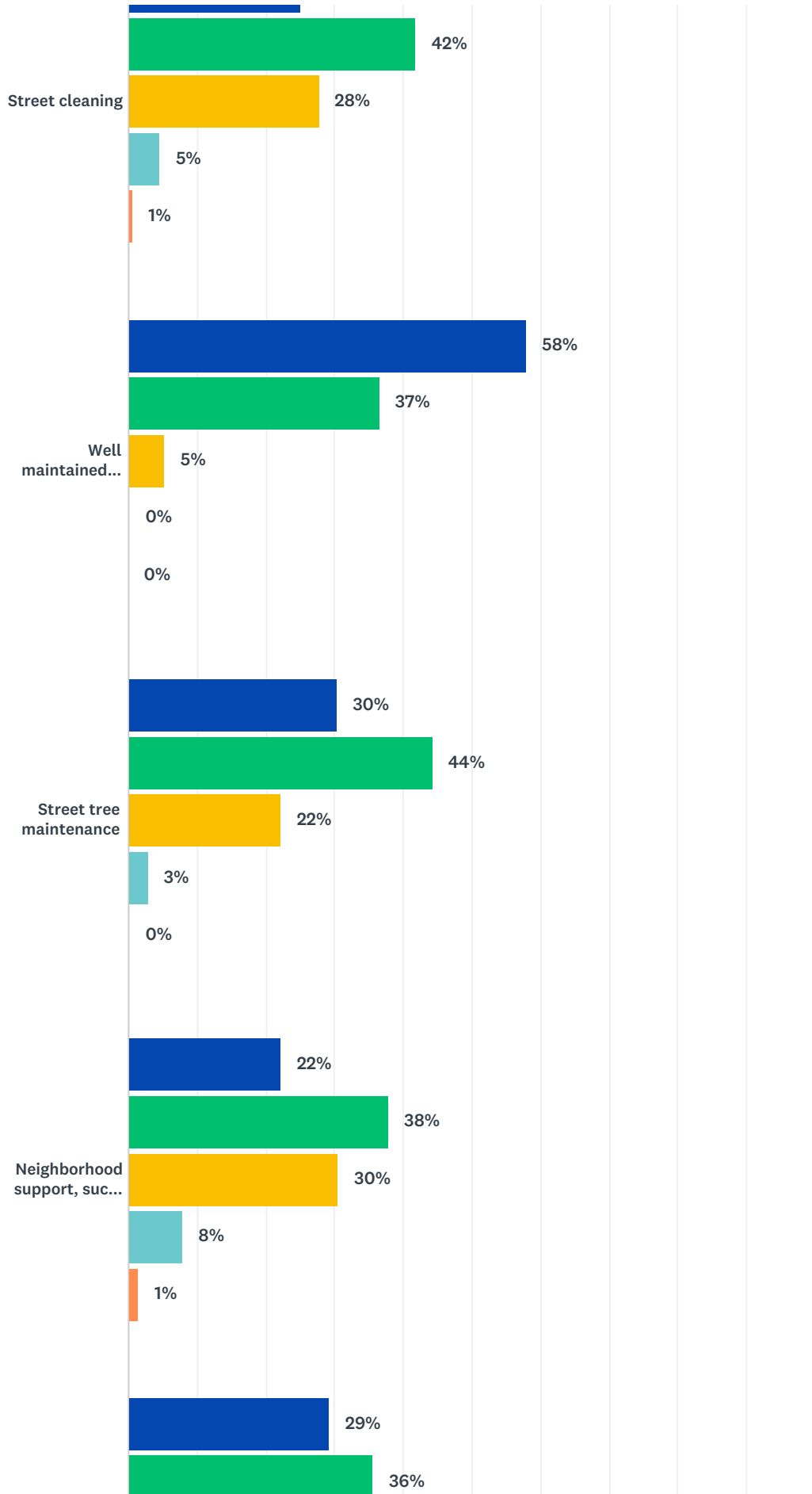
# 2019 City of Sheboygan Community Survey



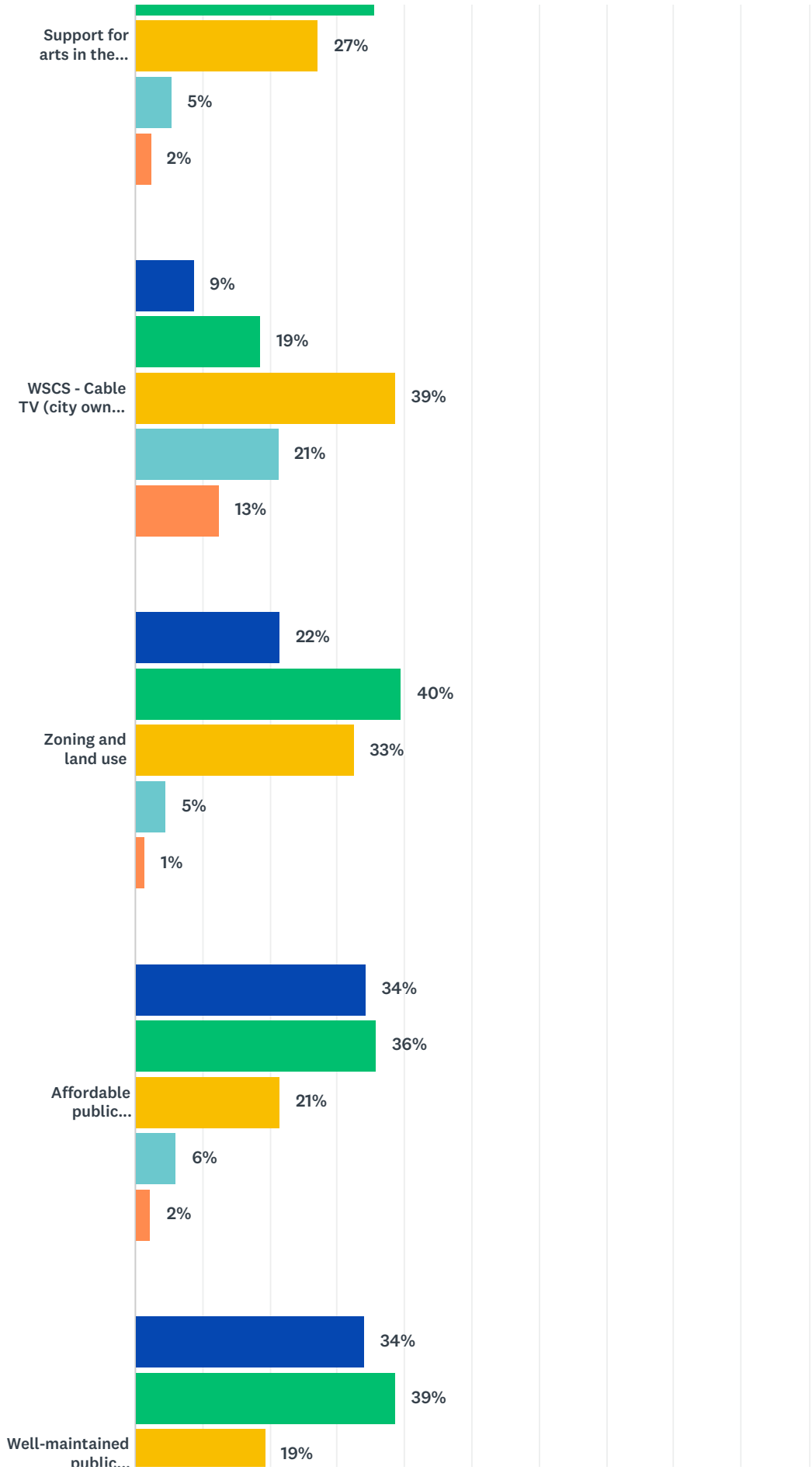
# 2019 City of Sheboygan Community Survey



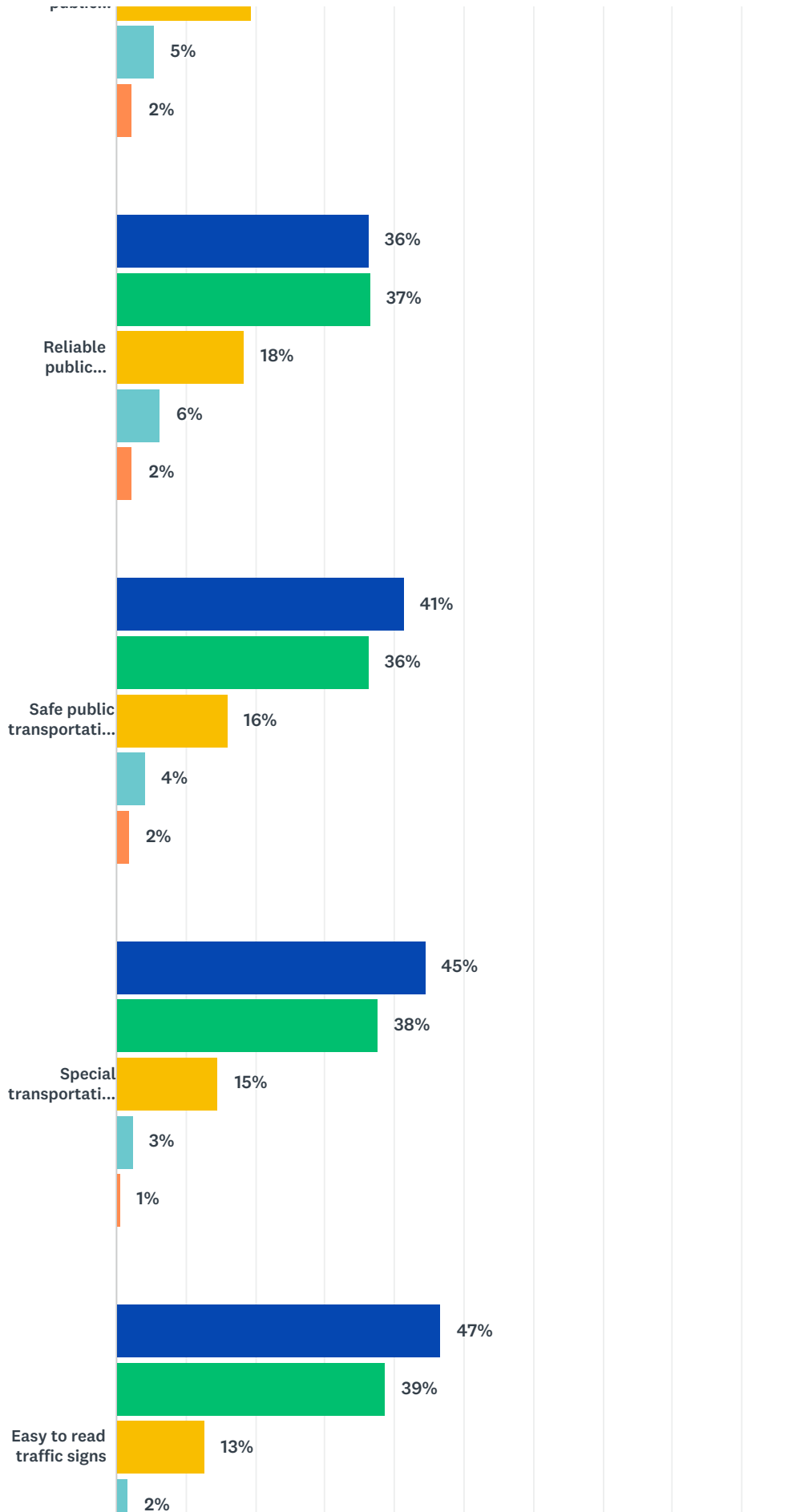
# 2019 City of Sheboygan Community Survey



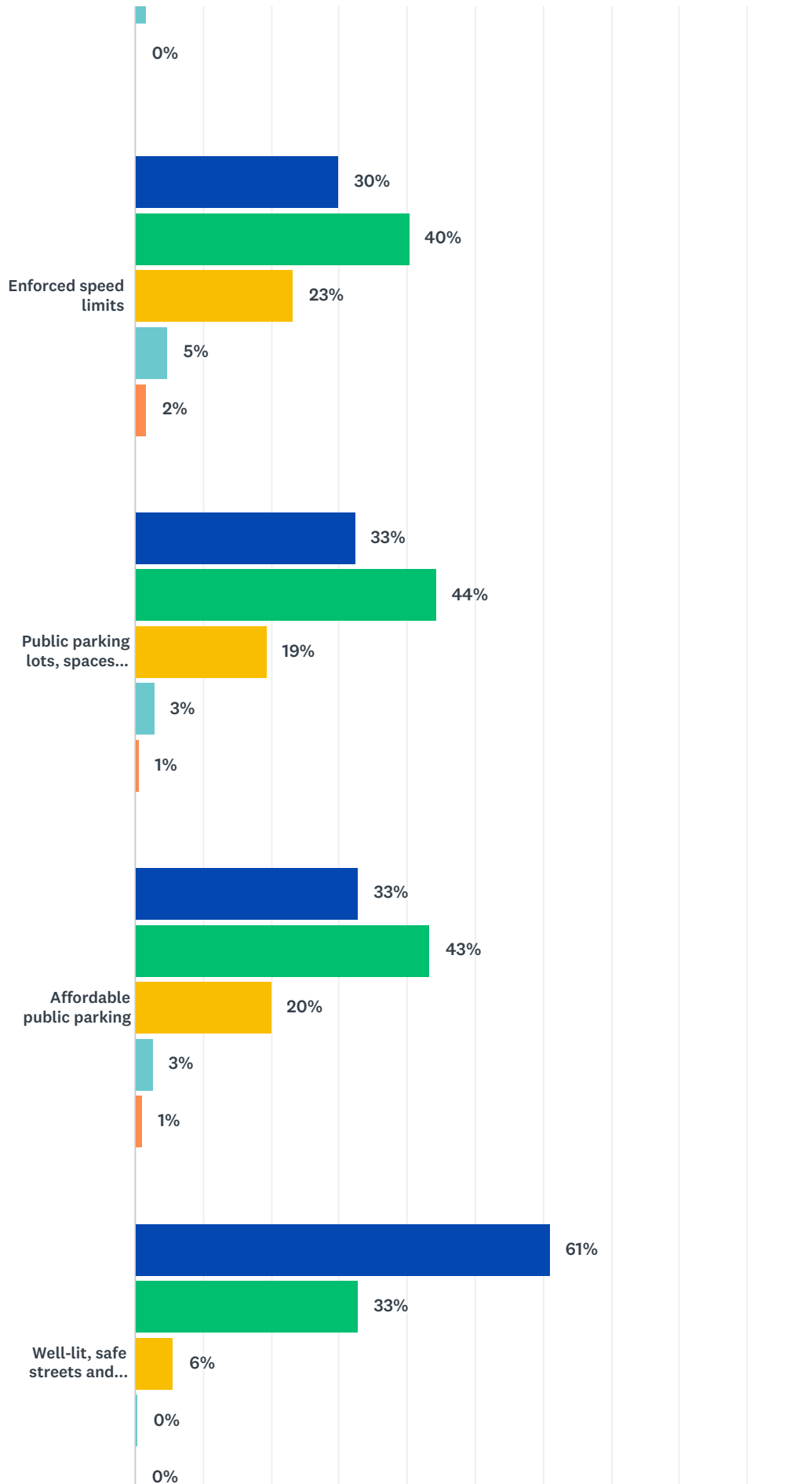
# 2019 City of Sheboygan Community Survey



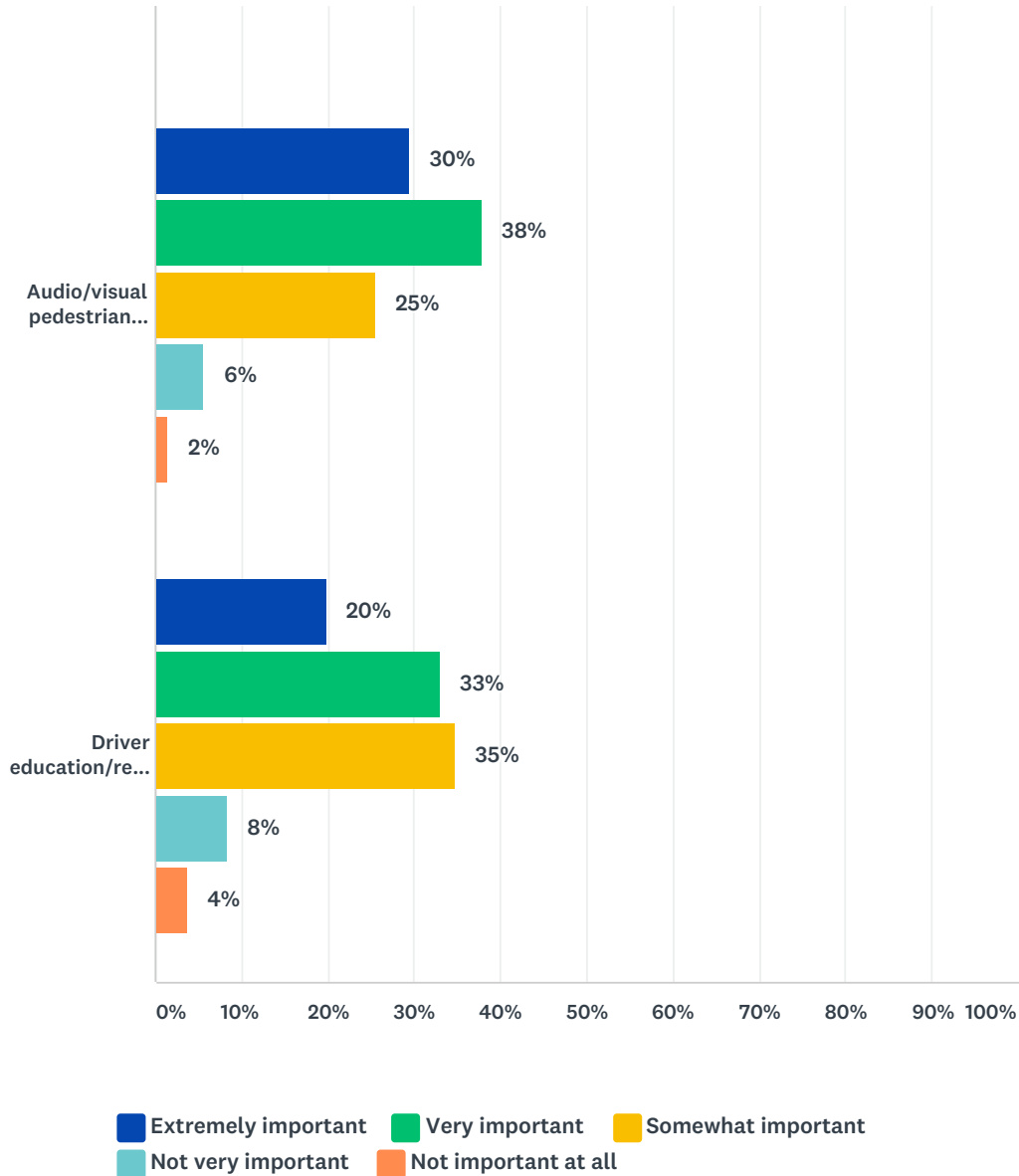
# 2019 City of Sheboygan Community Survey



# 2019 City of Sheboygan Community Survey



2019 City of Sheboygan Community Survey



	EXTREMELY IMPORTANT	VERY IMPORTANT	SOMEWHAT IMPORTANT	NOT VERY IMPORTANT	NOT IMPORTANT AT ALL	TOTAL	WEIGHTED AVERAGE
Affordable housing options for adults of varying income levels, such as older active adult communities, assisted living and communities with shared facilities and outdoor spaces	50% 617	37% 465	10% 126	2% 24	1% 11	1,243	4.33
Homes that are equipped with features such as a no-step entry, wider doorways, first floor bedroom and bath, grab bars in bathrooms	35% 433	37% 453	22% 278	5% 59	1% 18	1,241	3.99
Well-maintained and safe low-income housing	44% 541	33% 414	17% 208	4% 54	2% 26	1,243	4.12
Activities for residents 55 years of age and older	34% 424	41% 514	20% 249	4% 45	1% 10	1,242	4.04

2019 City of Sheboygan Community Survey

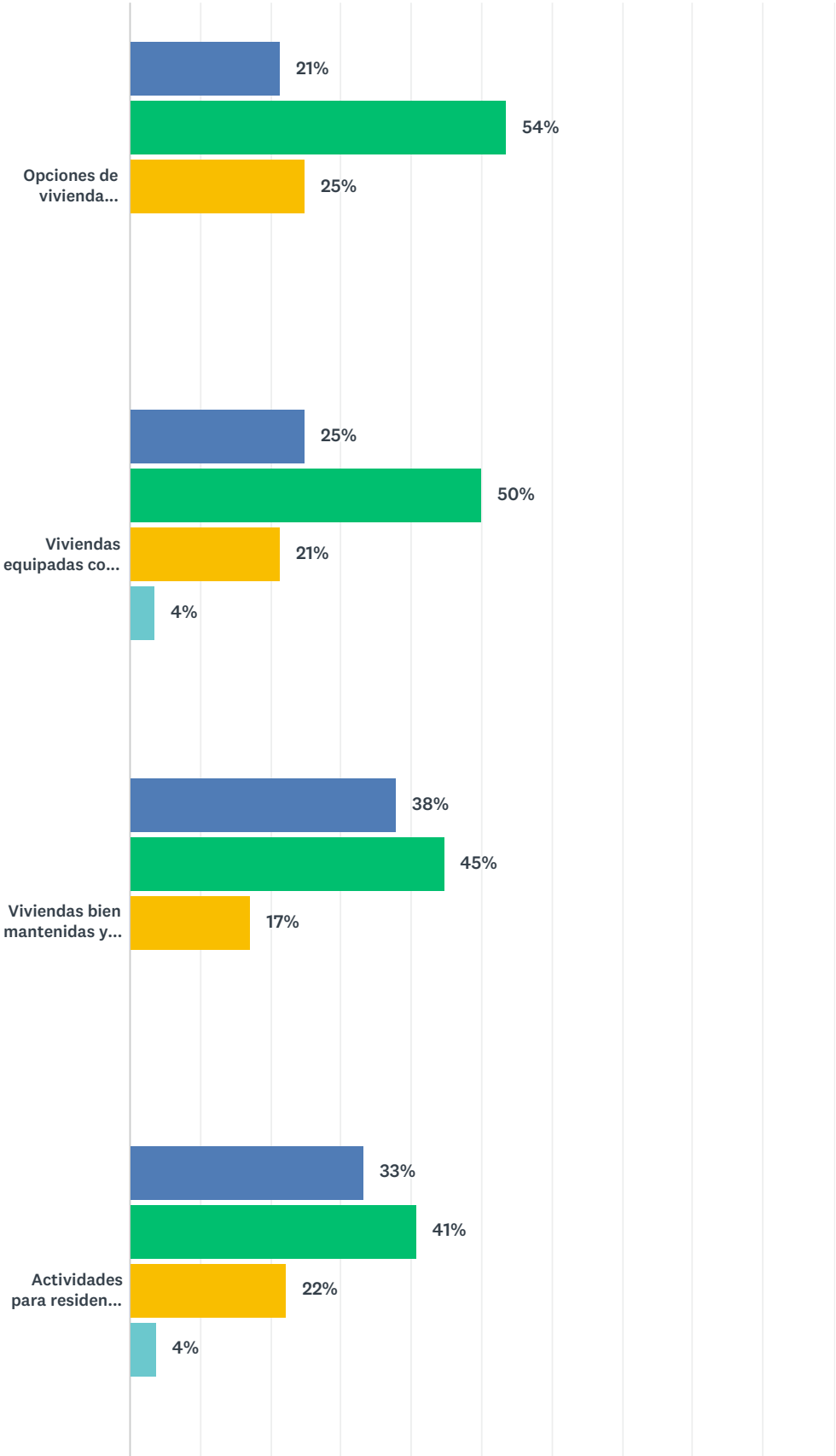
Attracting and keeping businesses in Sheboygan	72% 894	24% 301	3% 42	0% 4	0% 1	1,242	4.68
Community events	50% 617	40% 493	10% 118	1% 11	0% 3	1,242	4.38
-	0% 0	0% 0	0% 0	0% 0	0% 0	0	0.00
Emergency medical services	84% 1,036	15% 185	1% 13	0% 2	0% 2	1,238	4.82
Fire services	83% 1,023	16% 192	2% 20	0% 2	0% 1	1,238	4.80
Good quality drinking water	88% 1,098	11% 139	0% 3	0% 2	0% 0	1,242	4.88
Leaf pick-up	23% 290	36% 452	29% 361	9% 109	2% 31	1,243	3.69
Library services	43% 535	36% 449	16% 197	3% 43	1% 11	1,235	4.18
Overall city administration	38% 466	44% 542	16% 200	2% 24	1% 7	1,239	4.16
Police services	82% 1,012	15% 187	2% 27	0% 4	0% 5	1,235	4.78
Protecting our natural environment	62% 766	28% 351	9% 112	1% 9	0% 3	1,241	4.51
Public access to Lake Michigan	60% 748	30% 370	9% 106	1% 13	0% 4	1,241	4.49
Accessible and convenient public transportation	39% 485	36% 445	18% 230	5% 64	2% 21	1,245	4.05
Recycling and garbage services	63% 778	31% 380	6% 70	1% 9	0% 3	1,240	4.55
Residential yard waste pick-up	28% 351	33% 411	28% 350	8% 103	2% 26	1,241	3.77
Services for at-risk/under-privileged citizens	39% 481	39% 489	17% 215	4% 45	1% 13	1,243	4.11
Street cleaning	25% 312	42% 520	28% 345	5% 57	1% 8	1,242	3.86
Well maintained streets	58% 719	37% 455	5% 64	0% 3	0% 1	1,242	4.52
Street tree maintenance	30% 377	44% 550	22% 275	3% 36	0% 2	1,240	4.02
Neighborhood support, such as Neighborhood Associations and event organization and coordination	22% 276	38% 471	30% 379	8% 100	1% 17	1,243	3.72
Support for arts in the community	29% 364	36% 441	27% 338	5% 68	2% 30	1,241	3.84
WSCS - Cable TV (city owned station)	9% 108	19% 231	39% 481	21% 264	13% 156	1,240	2.90
Zoning and land use	22% 267	40% 489	33% 404	5% 57	1% 18	1,235	3.75
Affordable public transportation	34% 426	36% 442	21% 266	6% 76	2% 29	1,239	3.94

## 2019 City of Sheboygan Community Survey

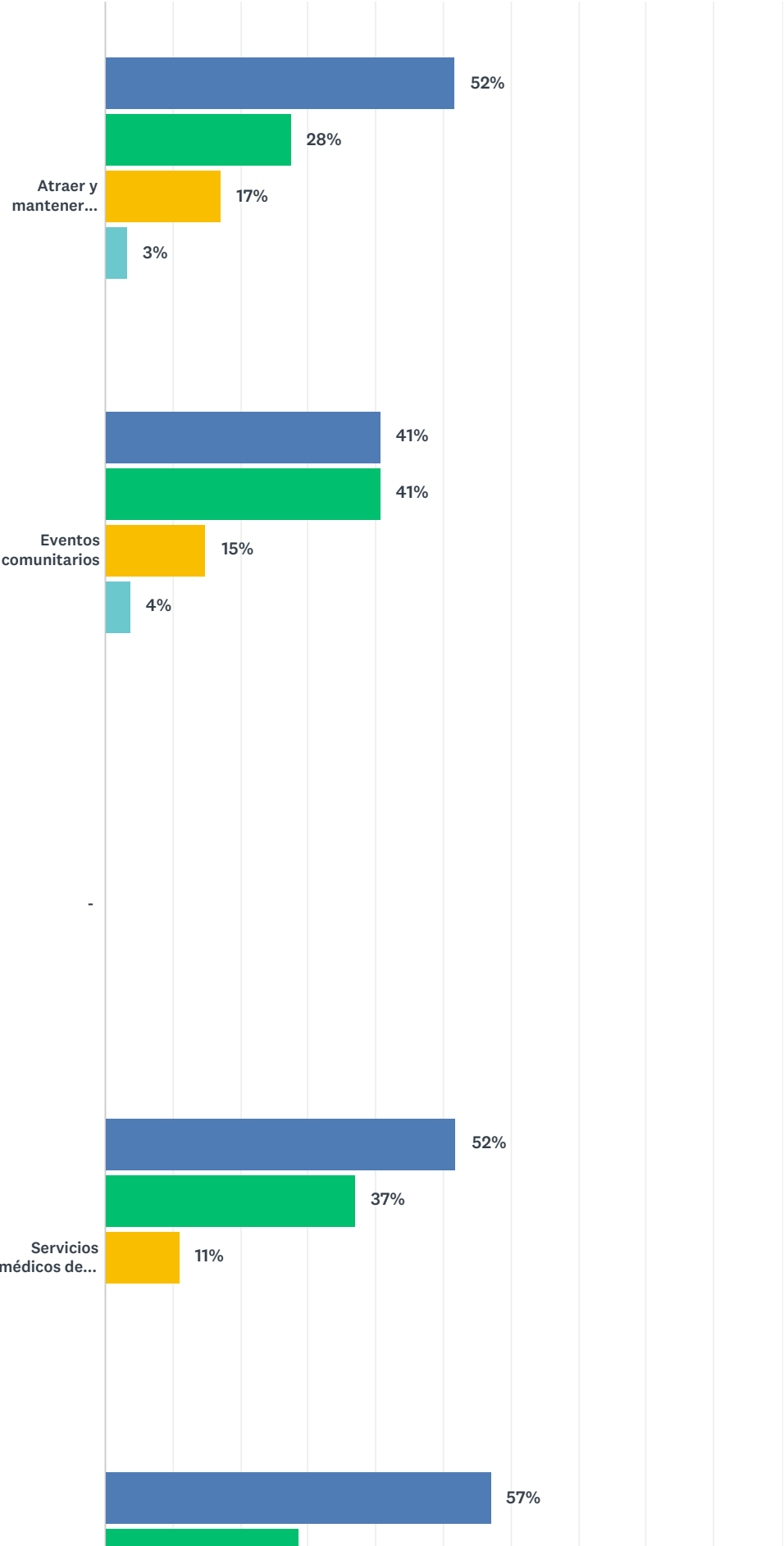
Well-maintained public transportation vehicles	34% 424	39% 479	19% 241	5% 68	2% 28	1,240	3.97
Reliable public transportation	36% 452	37% 456	18% 229	6% 79	2% 28	1,244	3.98
Safe public transportation stops and areas	41% 514	36% 453	16% 200	4% 51	2% 24	1,242	4.11
Special transportation services for people with disabilities and older adults	45% 555	38% 467	15% 181	3% 32	1% 8	1,243	4.23
Easy to read traffic signs	47% 580	39% 481	13% 158	2% 22	0% 3	1,244	4.30
Enforced speed limits	30% 372	40% 500	23% 287	5% 61	2% 21	1,241	3.92
Public parking lots, spaces and areas to park	33% 404	44% 551	19% 242	3% 37	1% 9	1,243	4.05
Affordable public parking	33% 407	43% 536	20% 249	3% 34	1% 14	1,240	4.04
Well-lit, safe streets and intersections for all users (pedestrians, bicyclists, drivers)	61% 760	33% 407	6% 70	0% 4	0% 2	1,243	4.54
Audio/visual pedestrian crossings	30% 367	38% 470	25% 317	6% 71	2% 19	1,244	3.88
Driver education/refresher courses	20% 247	33% 412	35% 431	8% 105	4% 48	1,243	3.57

### Q7 ¿Qué tan importante cree que es tener lo siguiente en su comunidad?

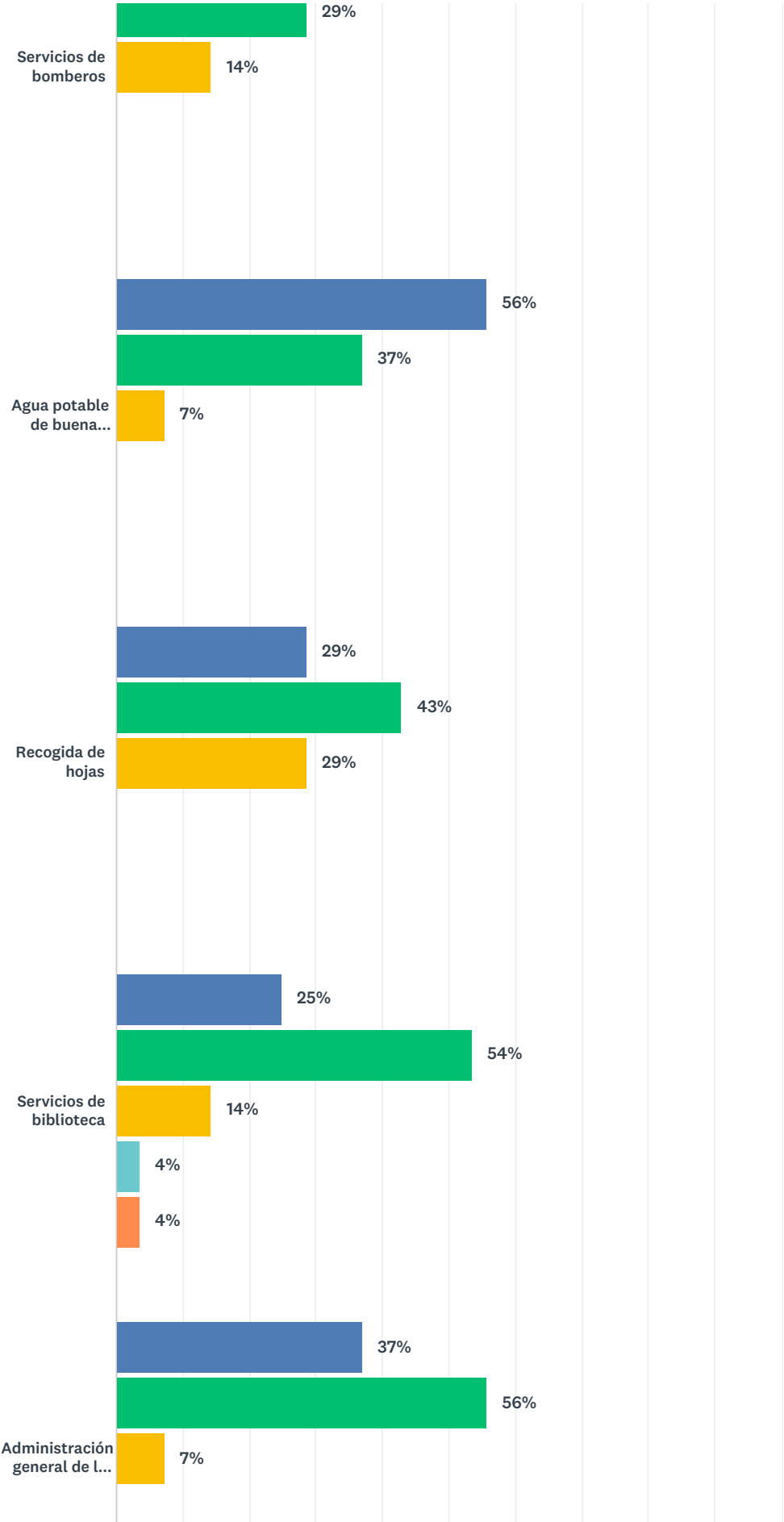
Answered: 29 Skipped: 0



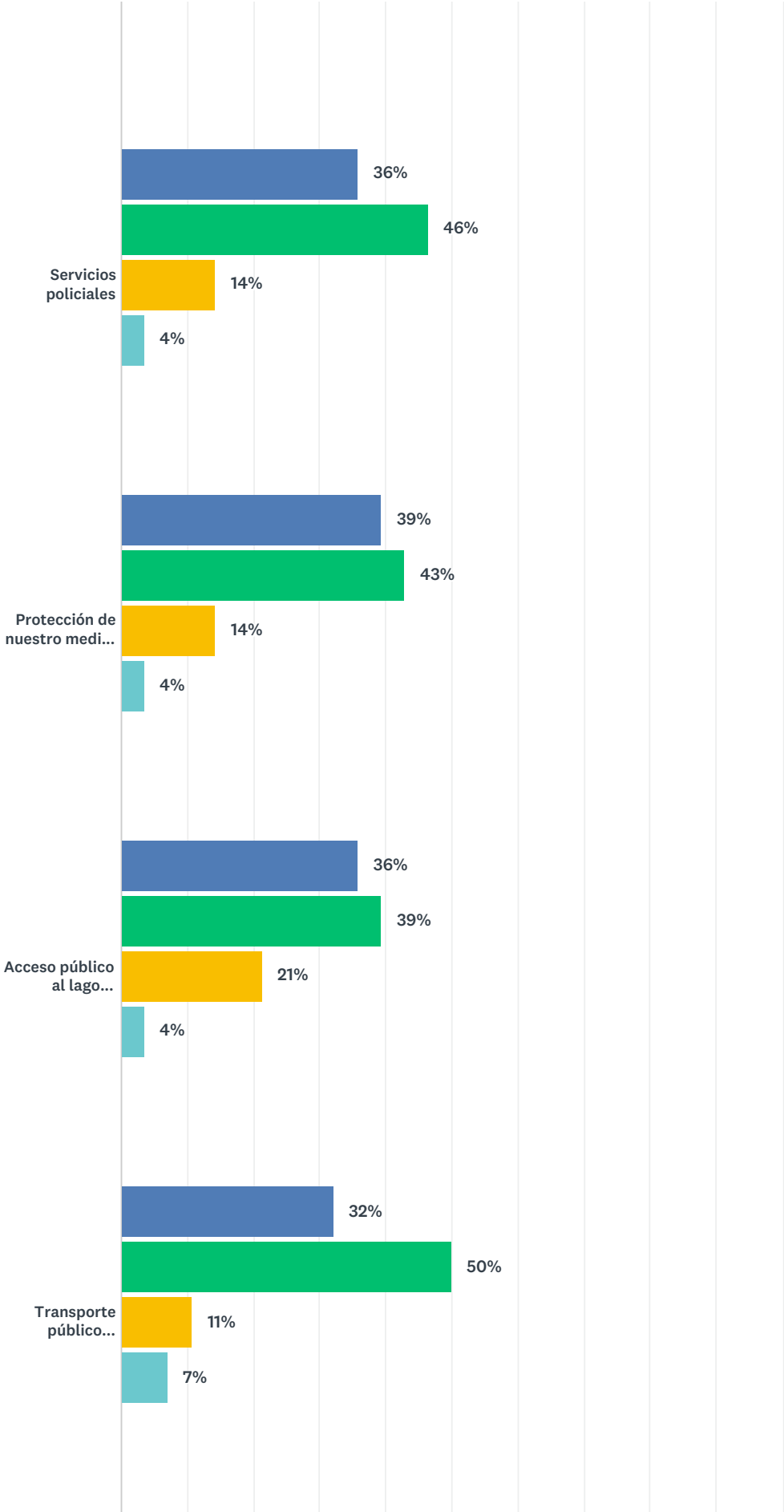
Encuesta para la Comunidad en Sheboygan 2019



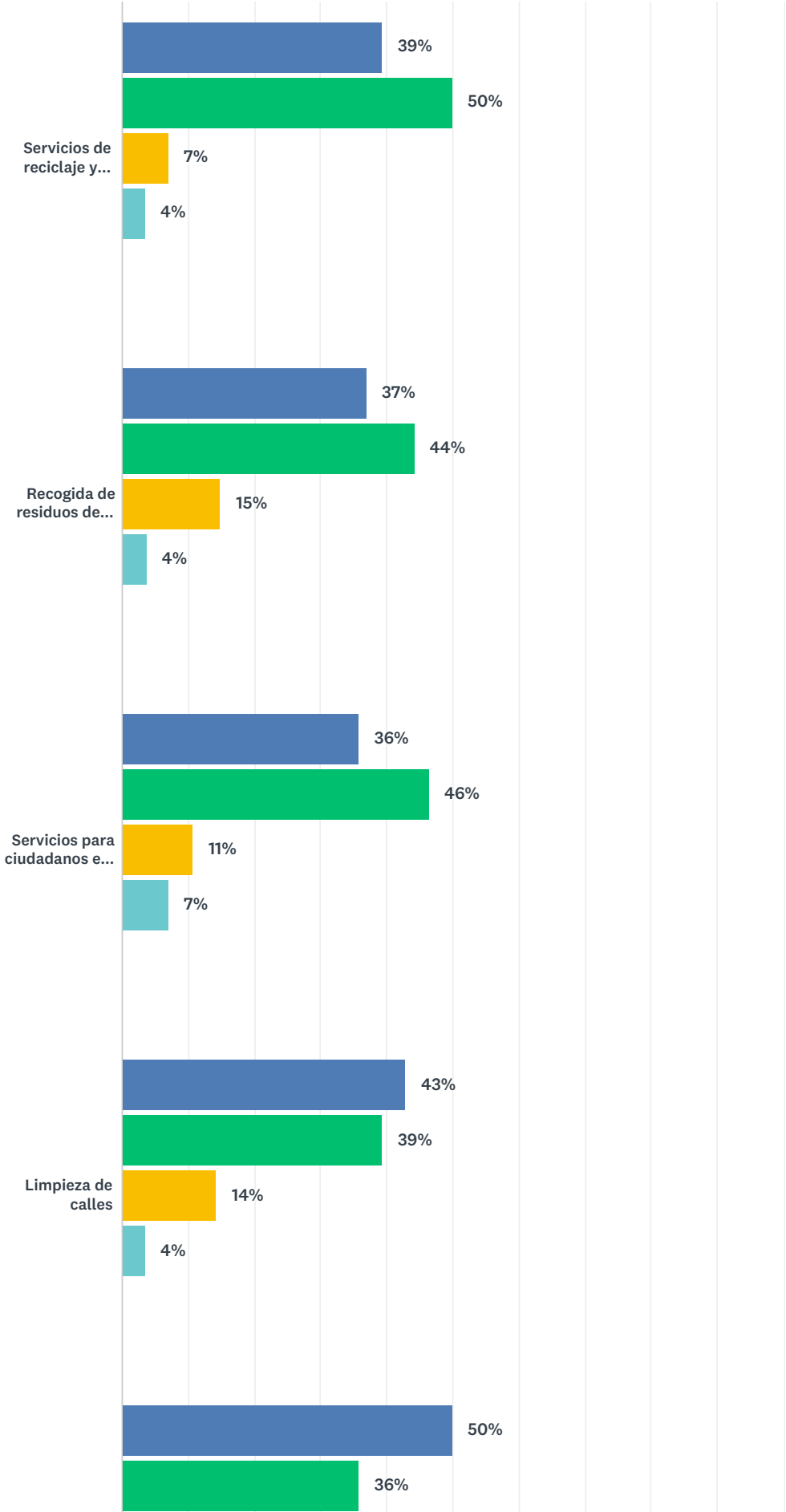
# Encuesta para la Comunidad en Sheboygan 2019



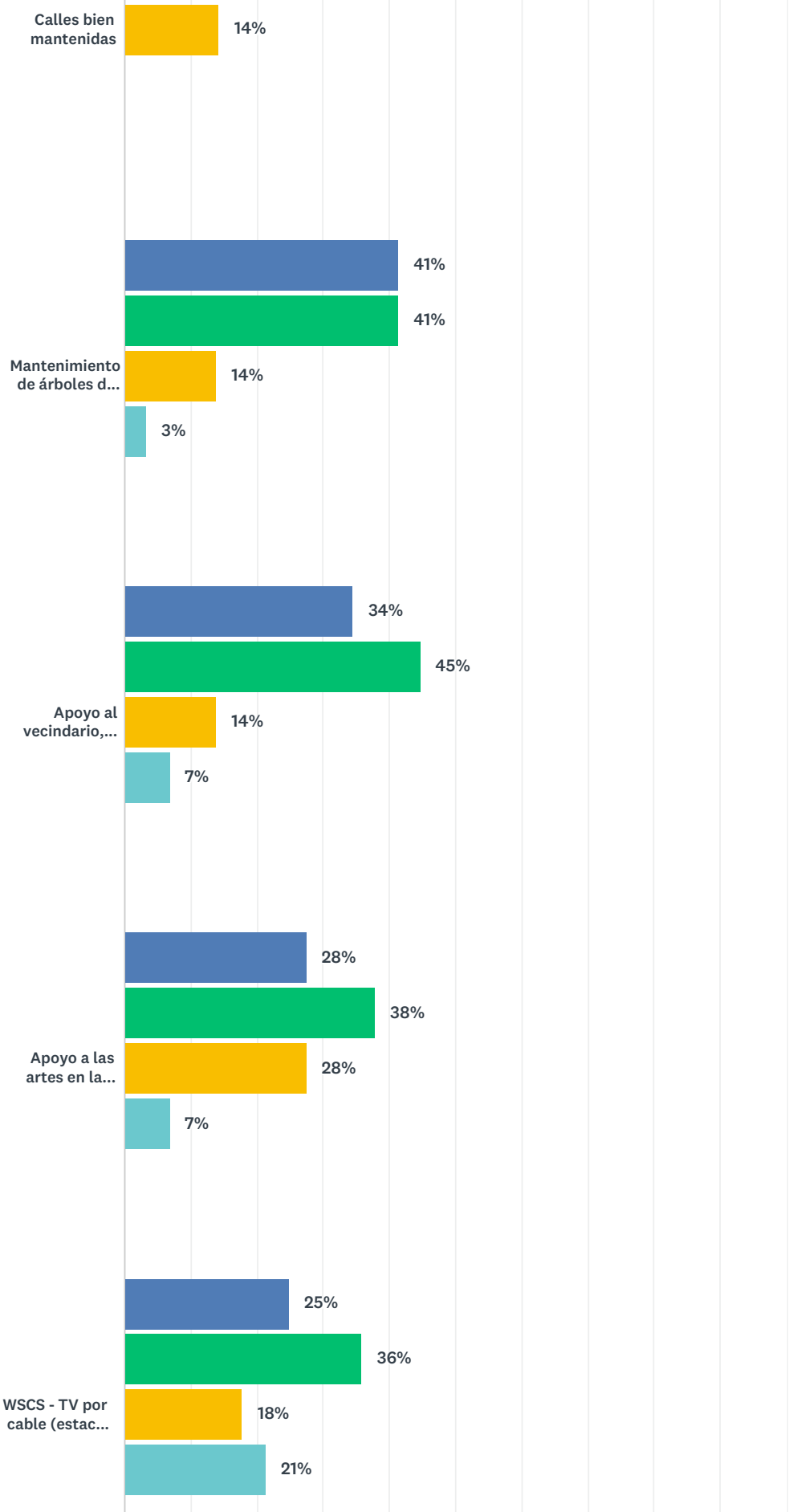
Encuesta para la Comunidad en Sheboygan 2019



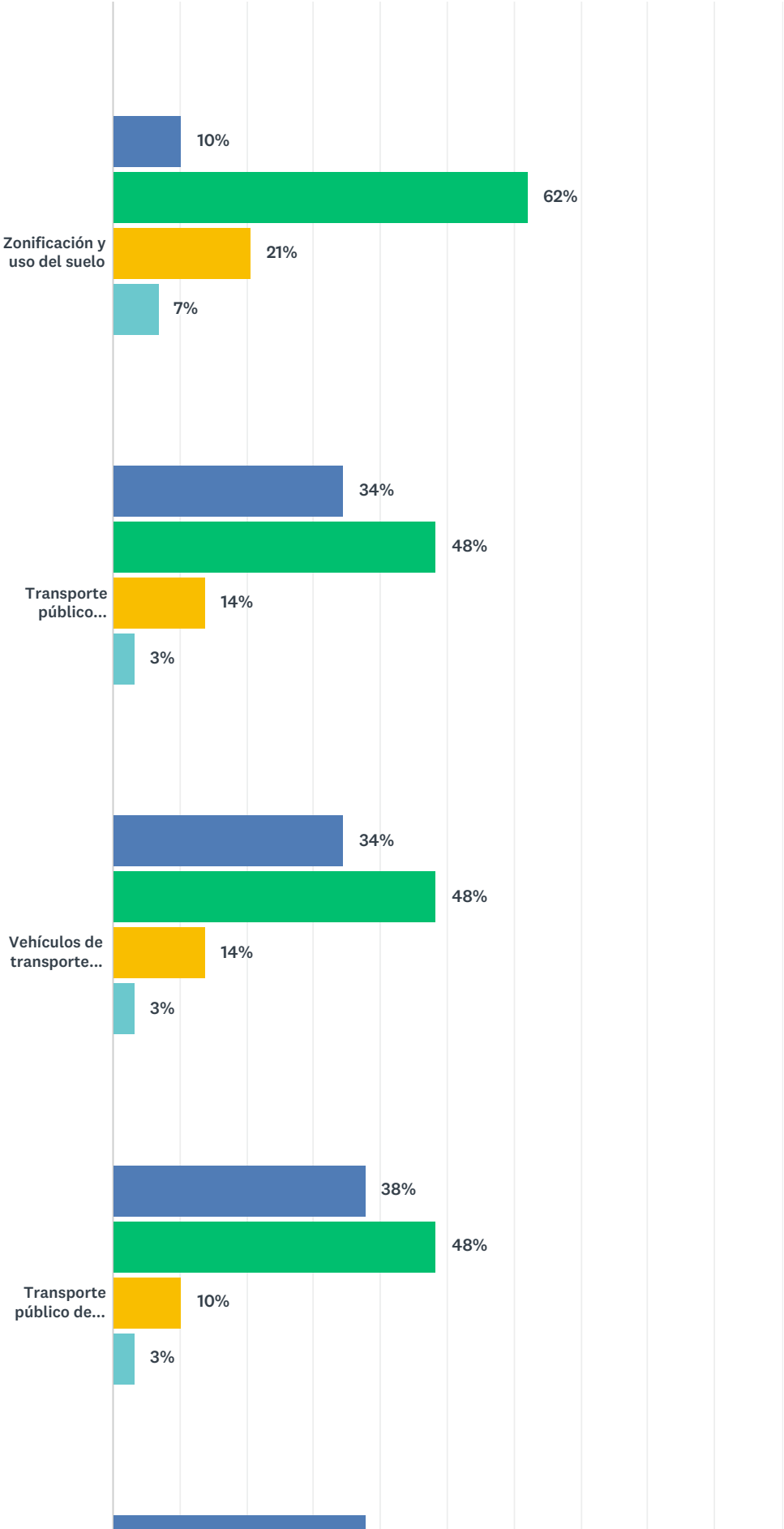
Encuesta para la Comunidad en Sheboygan 2019



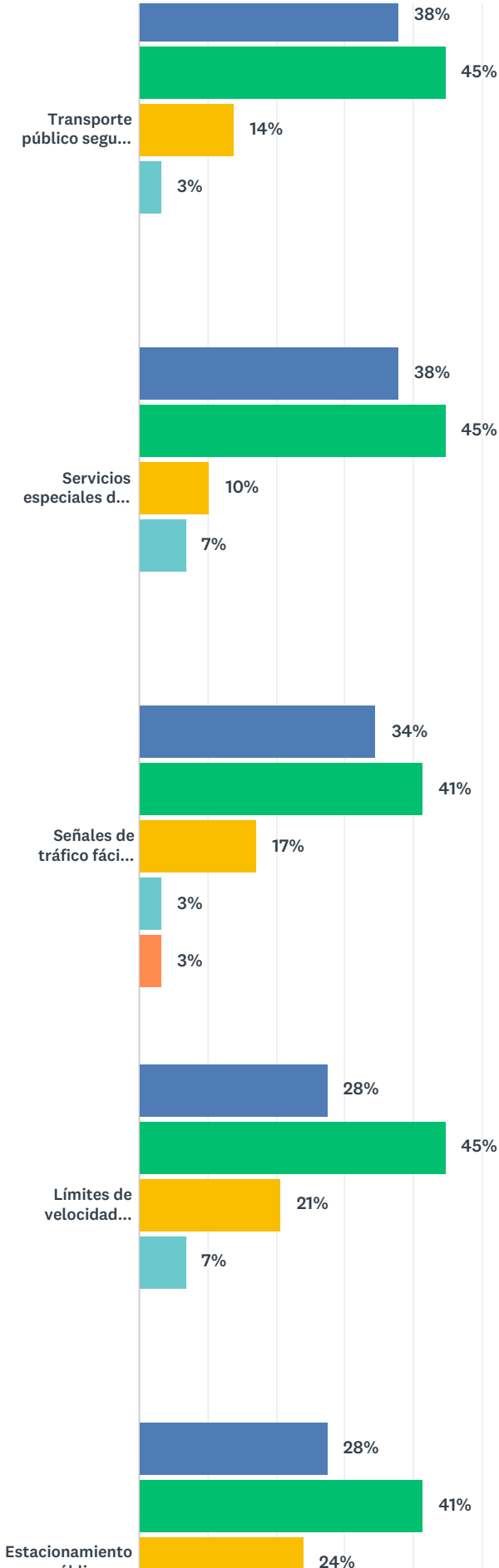
# Encuesta para la Comunidad en Sheboygan 2019



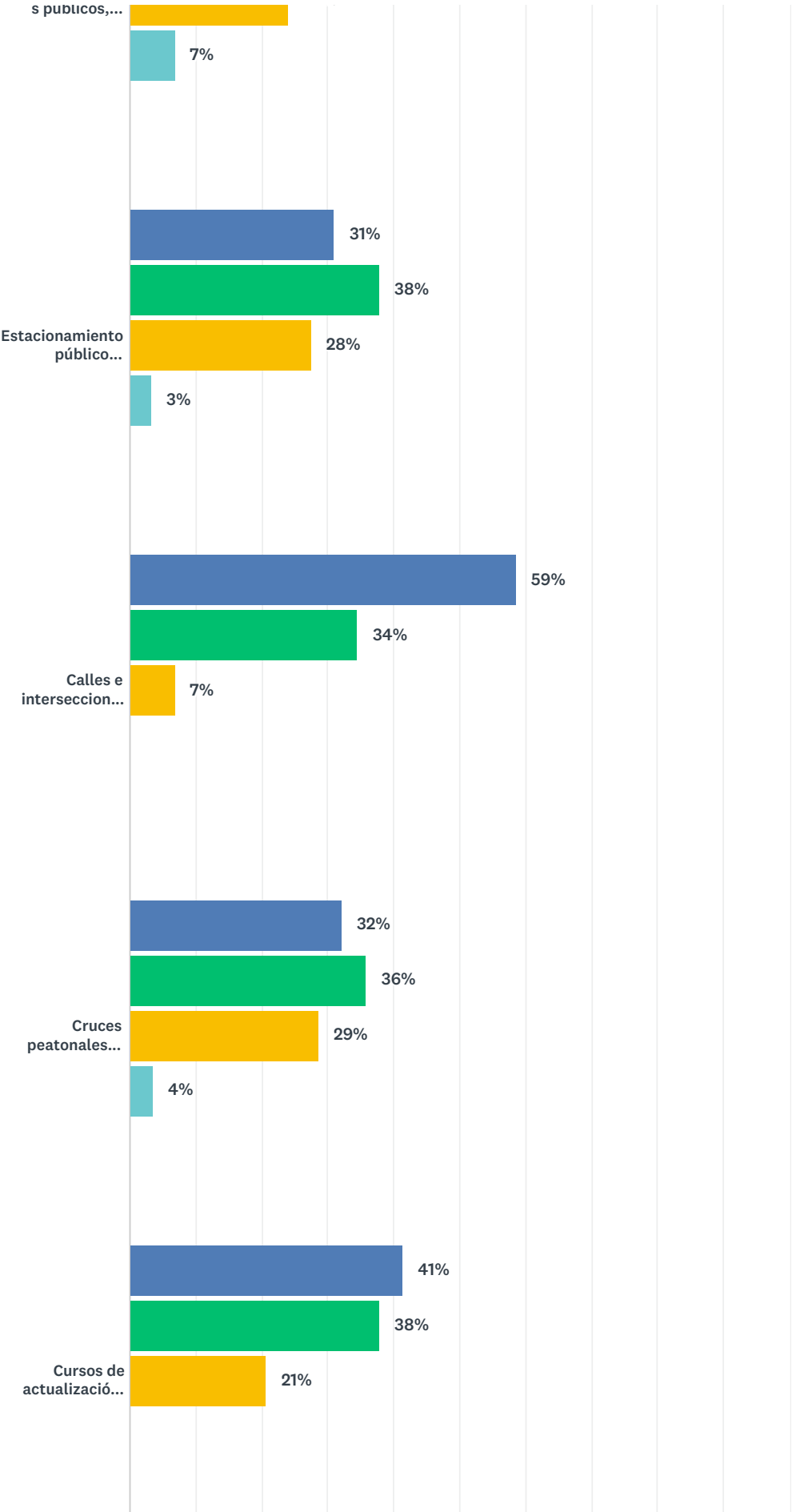
Encuesta para la Comunidad en Sheboygan 2019



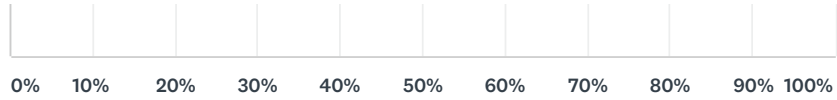
Encuesta para la Comunidad en Sheboygan 2019



Encuesta para la Comunidad en Sheboygan 2019



## Encuesta para la Comunidad en Sheboygan 2019



■ Extremadamente importante   
 ■ Muy importante   
 ■ importante  
■ No muy importante   
 ■ No es importante en absoluto

	EXTREMADAMENTE IMPORTANTE	MUY IMPORTANTE	IMPORTANTE	NO MUY IMPORTANTE	NO ES IMPORTANTE EN ABSOLUTO	TOTAL	WEIGHTED AVERAGE
Opciones de vivienda asequible para adultos de distinto nivel de ingresos, como las comunidades de adultos mayores más activos, Instituciones de vida asistida y comunidades con las instalaciones compartidas y espacios al aire libre	21% 6	54% 15	25% 7	0% 0	0% 0	28	3.9
Viviendas equipadas con características como una entrada sin escaleras, puertas anchas, dormitorio y baño en el primer piso, barras de sujeción en los baños	25% 7	50% 14	21% 6	4% 1	0% 0	28	3.9
Viviendas bien mantenidas y seguras de bajos ingresos	38% 11	45% 13	17% 5	0% 0	0% 0	29	4.2
Actividades para residentes de 55 años y mayores	33% 9	41% 11	22% 6	4% 1	0% 0	27	4.0
Atraer y mantener negocios en Sheboygan	52% 15	28% 8	17% 5	3% 1	0% 0	29	4.2
Eventos comunitarios	41% 11	41% 11	15% 4	4% 1	0% 0	27	4.1
-	0% 0	0% 0	0% 0	0% 0	0% 0	0	0.0
Servicios médicos de emergencia	52% 14	37% 10	11% 3	0% 0	0% 0	27	4.4
Servicios de bomberos	57% 16	29% 8	14% 4	0% 0	0% 0	28	4.4
Agua potable de buena calidad	56% 15	37% 10	7% 2	0% 0	0% 0	27	4.4
Recogida de hojas	29% 8	43% 12	29% 8	0% 0	0% 0	28	4.0
Servicios de biblioteca	25% 7	54% 15	14% 4	4% 1	4% 1	28	3.9
Administración general de la ciudad	37% 10	56% 15	7% 2	0% 0	0% 0	27	4.3

## Encuesta para la Comunidad en Sheboygan 2019

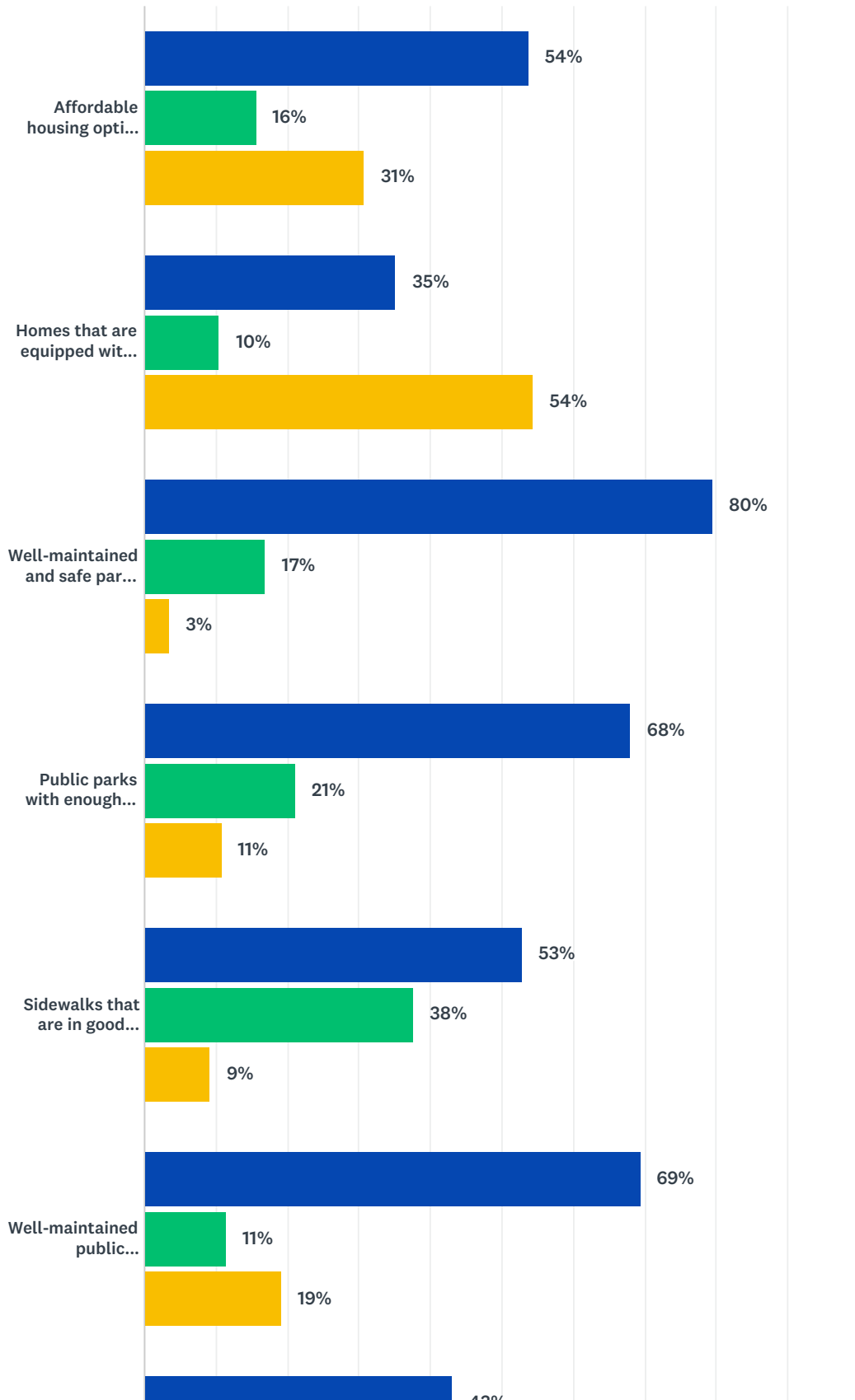
Servicios policiales	36% 10	46% 13	14% 4	4% 1	0% 0	28	4.7
Protección de nuestro medio ambiente	39% 11	43% 12	14% 4	4% 1	0% 0	28	4.7
Acceso público al lago Michigan	36% 10	39% 11	21% 6	4% 1	0% 0	28	4.0
Transporte público accesible y conveniente	32% 9	50% 14	11% 3	7% 2	0% 0	28	4.0
Servicios de reciclaje y basura	39% 11	50% 14	7% 2	4% 1	0% 0	28	4.2
Recogida de residuos de patio residencial	37% 10	44% 12	15% 4	4% 1	0% 0	27	4.7
Servicios para ciudadanos en riesgo / con menos privilegios	36% 10	46% 13	11% 3	7% 2	0% 0	28	4.7
Limpieza de calles	43% 12	39% 11	14% 4	4% 1	0% 0	28	4.2
Calles bien mantenidas	50% 14	36% 10	14% 4	0% 0	0% 0	28	4.5
Mantenimiento de árboles de calle	41% 12	41% 12	14% 4	3% 1	0% 0	29	4.2
Apoyo al vecindario, como asociaciones, organización y coordinación de eventos.	34% 10	45% 13	14% 4	7% 2	0% 0	29	4.0
Apoyo a las artes en la comunidad	28% 8	38% 11	28% 8	7% 2	0% 0	29	3.8
WSCS - TV por cable (estación de propiedad de la ciudad)	25% 7	36% 10	18% 5	21% 6	0% 0	28	3.6
Zonificación y uso del suelo	10% 3	62% 18	21% 6	7% 2	0% 0	29	3.5
Transporte público económico	34% 10	48% 14	14% 4	3% 1	0% 0	29	4.7
Vehículos de transporte público bien mantenidos	34% 10	48% 14	14% 4	3% 1	0% 0	29	4.7
Transporte público de confianza	38% 11	48% 14	10% 3	3% 1	0% 0	29	4.2
Transporte público seguro y zona	38% 11	45% 13	14% 4	3% 1	0% 0	29	4.7
Servicios especiales de transporte para personas con discapacidad y adultos mayores	38% 11	45% 13	10% 3	7% 2	0% 0	29	4.7
Señales de tráfico fáciles de leer	34% 10	41% 12	17% 5	3% 1	3% 1	29	4.0
Límites de velocidad forzados	28% 8	45% 13	21% 6	7% 2	0% 0	29	3.9
Estacionamientos públicos, espacios y zonas para estacionar	28% 8	41% 12	24% 7	7% 2	0% 0	29	3.9

## Encuesta para la Comunidad en Sheboygan 2019

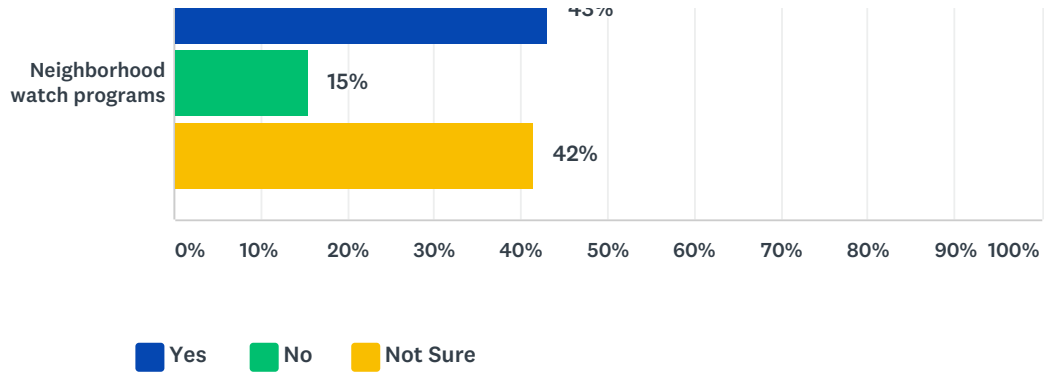
Estacionamiento público económico	31% 9	38% 11	28% 8	3% 1	0% 0	29	3.9
Calles e intersecciones iluminadas y seguras para todos los usuarios (peatones, ciclistas, conductores)	59% 17	34% 10	7% 2	0% 0	0% 0	29	4.1
Cruces peatonales audiovisuales	32% 9	36% 10	29% 8	4% 1	0% 0	28	3.9
Cursos de actualización/formación de conductores	41% 12	38% 11	21% 6	0% 0	0% 0	29	4.1

## Q8 Does the city where you live have the following?

Answered: 1,242 Skipped: 6



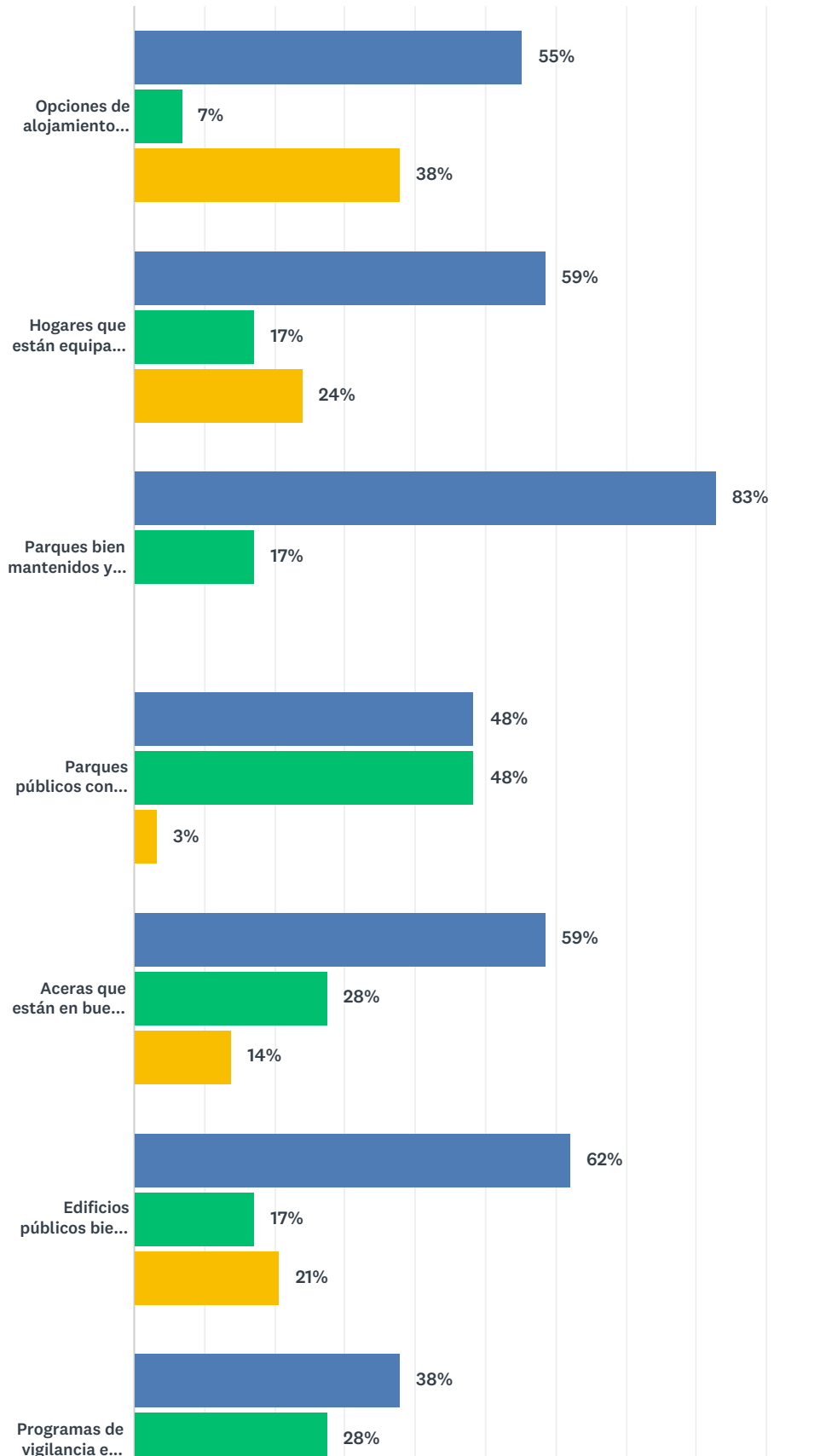
## 2019 City of Sheboygan Community Survey



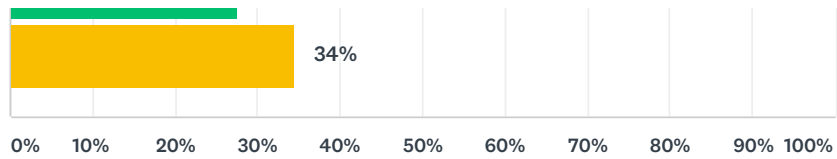
	YES	NO	NOT SURE	TOTAL
Affordable housing options for adults of varying income levels, such as older active adult communities, assisted living and communities with shared facilities and outdoor spaces	54% 665	16% 193	31% 380	1,238
Homes that are equipped with features such as a no-step entry, wider doorways, first floor bedroom and bath, grab bars in bathrooms	35% 435	10% 129	54% 673	1,237
Well-maintained and safe parks that are within walking distance of your home	80% 987	17% 211	3% 43	1,241
Public parks with enough benches	68% 842	21% 262	11% 134	1,238
Sidewalks that are in good condition, free from obstruction and are safe for pedestrian use and accessible for wheelchairs or other assistive mobility devices	53% 658	38% 468	9% 115	1,241
Well-maintained public buildings and facilities that are accessible to people of different physical abilities	69% 859	11% 142	19% 237	1,238
Neighborhood watch programs	43% 533	15% 191	42% 514	1,238

## Q8 ¿La ciudad donde vives tiene lo siguiente?

Answered: 29 Skipped: 0



## Encuesta para la Comunidad en Sheboygan 2019

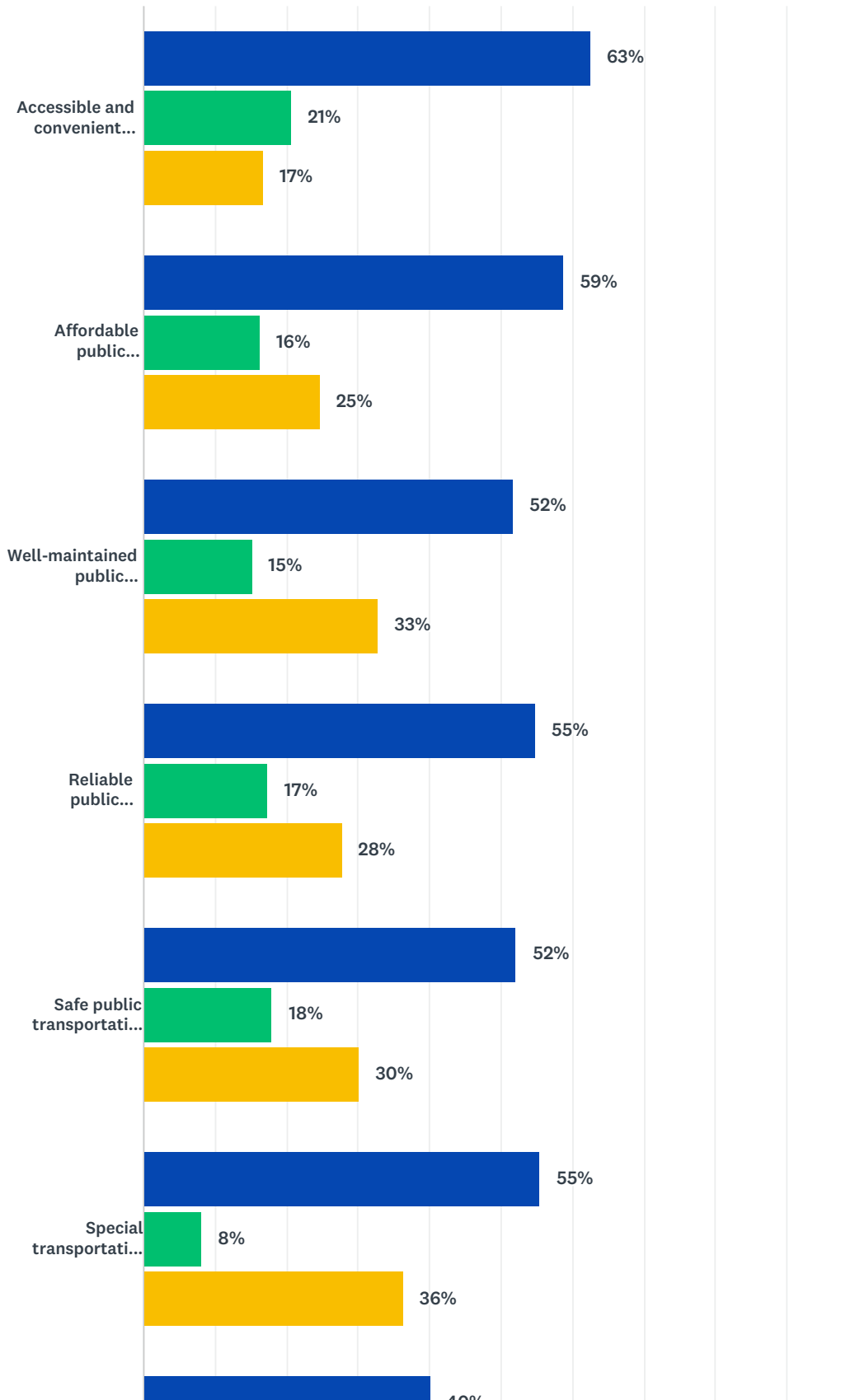


■ Si   ■ No   ■ No Se

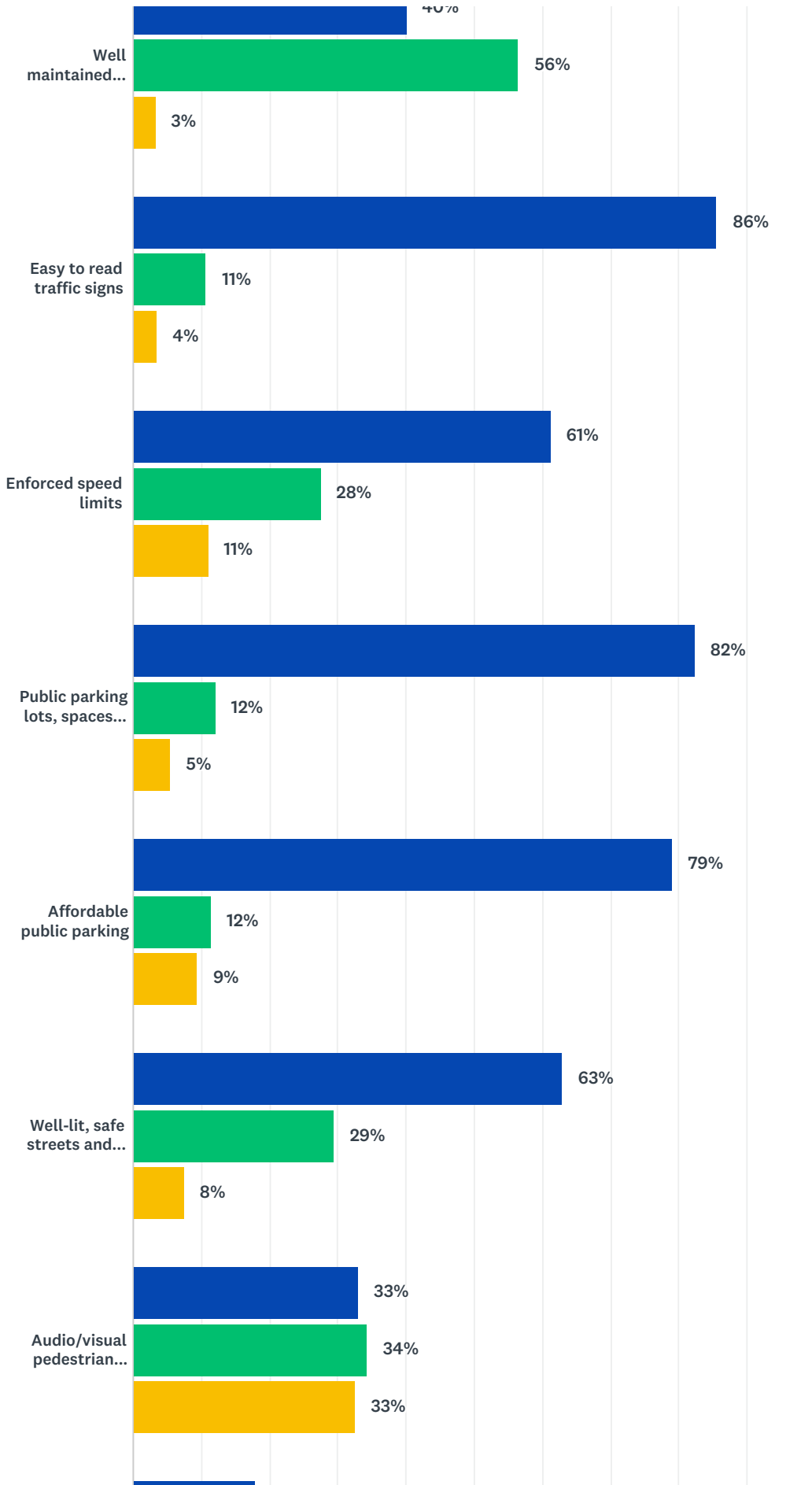
	SI	NO	NO SE	TOTAL
Opciones de alojamiento asequible para adultos con diferentes ingresos, como las comunidades de adultos mayores más activos, vivienda asistida y las comunidades con instalaciones compartidas y espacios al aire libre	55% 16	7% 2	38% 11	29
Hogares que están equipados con características como una entrada sin escalones, puertas más anchas, dormitorio y baño del primer piso, barras de sujeción en los baños	59% 17	17% 5	24% 7	29
Parques bien mantenidos y seguros que se encuentren a poca distancia de su hogar	83% 24	17% 5	0% 0	29
Parques públicos con suficientes bancos.	48% 14	48% 14	3% 1	29
Aceras que están en buenas condiciones, libres de obstrucciones y seguras para peatones y accesibles para sillas de ruedas u otros dispositivos de movilidad asistida	59% 17	28% 8	14% 4	29
Edificios públicos bien mantenidos e instalaciones accesibles para personas con diferentes capacidades físicas	62% 18	17% 5	21% 6	29
Programas de vigilancia en el vecindario	38% 11	28% 8	34% 10	29

# Q9 Does the community where you live have the following?

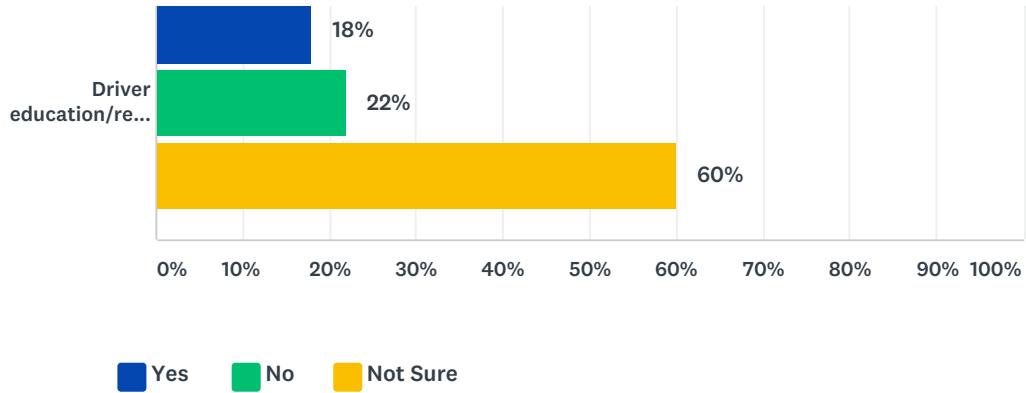
Answered: 1,242 Skipped: 6



# 2019 City of Sheboygan Community Survey



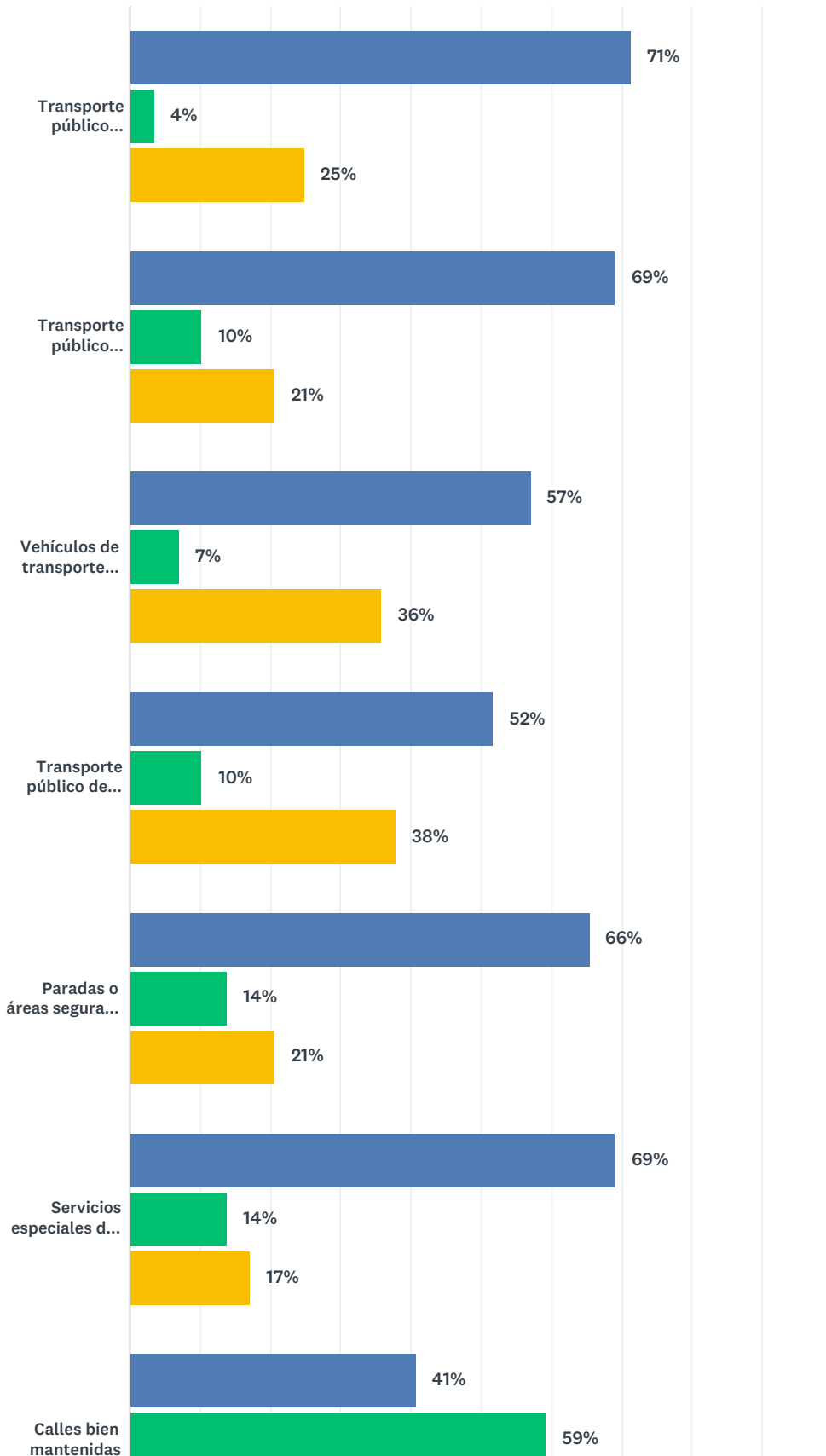
## 2019 City of Sheboygan Community Survey



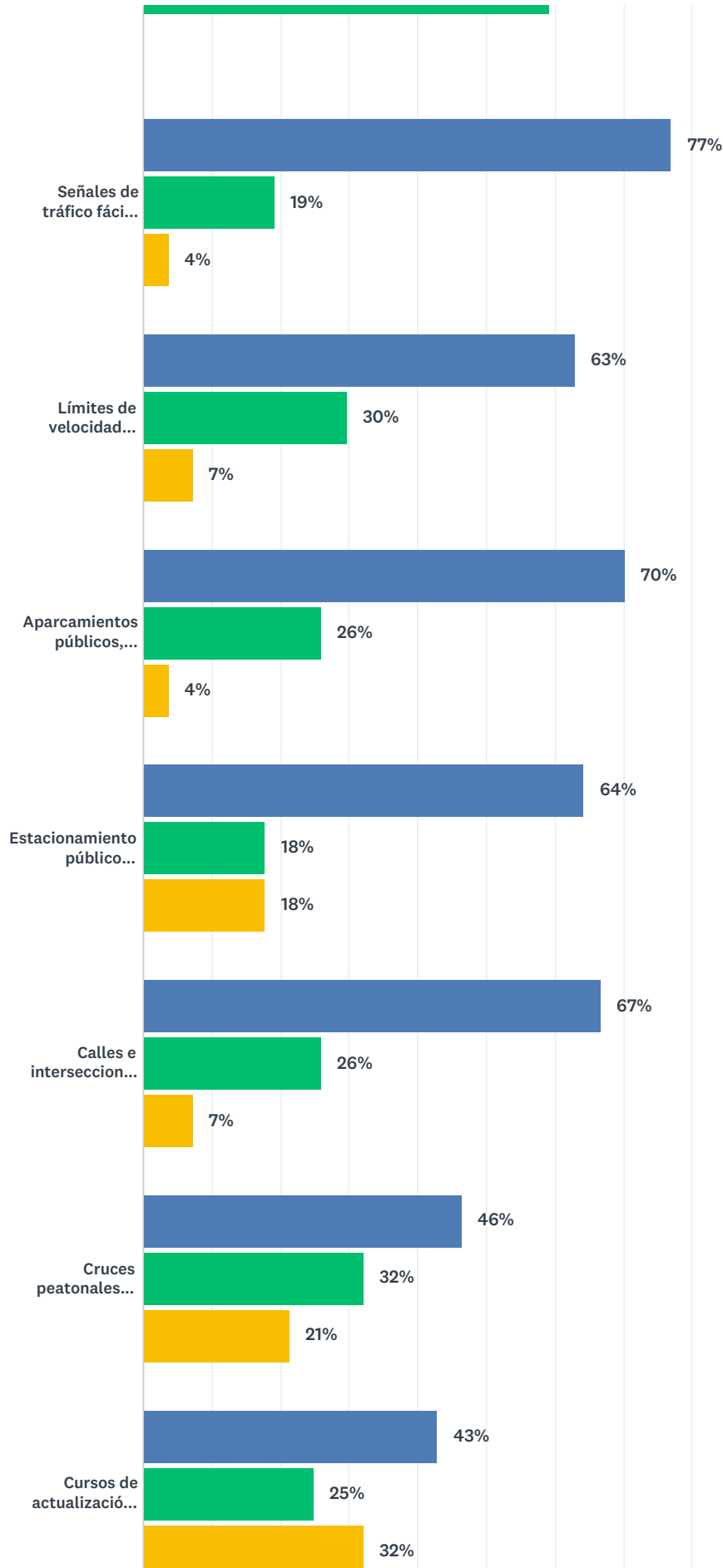
	YES	NO	NOT SURE	TOTAL
Accessible and convenient public transportation	63% 777	21% 257	17% 207	1,241
Affordable public transportation	59% 730	16% 203	25% 307	1,240
Well-maintained public transportation vehicles	52% 641	15% 190	33% 408	1,239
Reliable public transport	55% 678	17% 216	28% 345	1,239
Safe public transportation stops or areas	52% 644	18% 222	30% 372	1,238
Special transportation services for people with disabilities or older adults	55% 687	8% 100	36% 452	1,239
Well maintained streets	40% 497	56% 700	3% 42	1,239
Easy to read traffic signs	86% 1,057	11% 132	4% 45	1,234
Enforced speed limits	61% 756	28% 342	11% 137	1,235
Public parking lots, spaces and areas to park	82% 1,019	12% 151	5% 66	1,236
Affordable public parking	79% 978	12% 143	9% 117	1,238
Well-lit, safe streets and intersections for all users (pedestrians, bicyclists, drivers)	63% 780	29% 364	8% 94	1,238
Audio/visual pedestrian crossings	33% 408	34% 425	33% 402	1,235
Driver education/refreshers courses	18% 222	22% 271	60% 742	1,235

### Q9 ¿La comunidad donde vives tiene lo siguiente?

Answered: 29 Skipped: 0



## Encuesta para la Comunidad en Sheboygan 2019



## Encuesta para la Comunidad en Sheboygan 2019

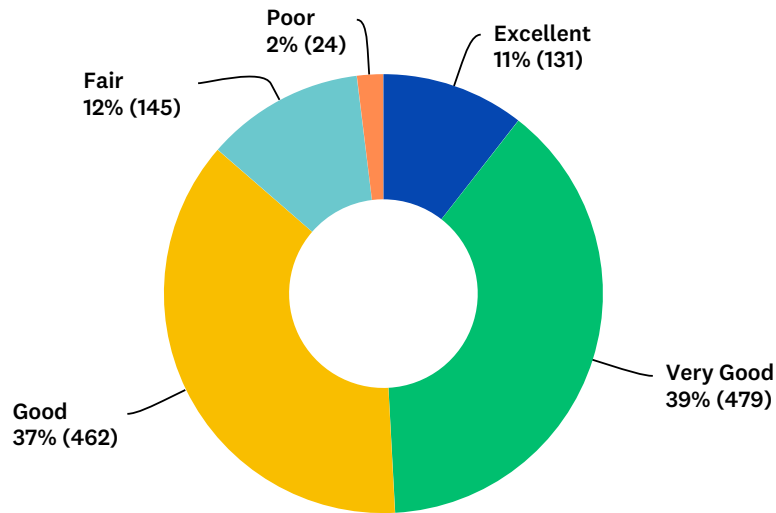


■ Si   
 ■ No   
 ■ No Se

	SI	NO	NO SE	TOTAL
Transporte público accesible y conveniente	71% 20	4% 1	25% 7	28
Transporte público económico	69% 20	10% 3	21% 6	29
Vehículos de transporte público bien mantenidos	57% 16	7% 2	36% 10	28
Transporte público de confianza	52% 15	10% 3	38% 11	29
Paradas o áreas seguras de transporte público	66% 19	14% 4	21% 6	29
Servicios especiales de transporte para personas con discapacidad o adultos mayores.	69% 20	14% 4	17% 5	29
Calles bien mantenidas	41% 11	59% 16	0% 0	27
Señales de tráfico fáciles de leer	77% 20	19% 5	4% 1	26
Límites de velocidad forzados	63% 17	30% 8	7% 2	27
Aparcamientos públicos, espacios y zonas para estacionar	70% 19	26% 7	4% 1	27
Estacionamiento público económico	64% 18	18% 5	18% 5	28
Calles e intersecciones iluminadas y seguras para todos los usuarios (peatones, ciclistas, conductores)	67% 18	26% 7	7% 2	27
Cruces peatonales audiovisuales	46% 13	32% 9	21% 6	28
Cursos de actualización/formación de conductores	43% 12	25% 7	32% 9	28

### Q10 Which of the following best describes your opinion of the general quality of life in the City of Sheboygan?

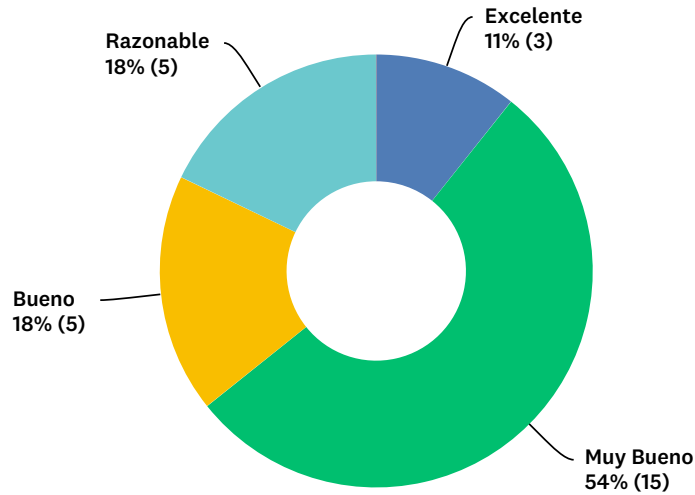
Answered: 1,241 Skipped: 7



ANSWER CHOICES	RESPONSES	
Excellent	11%	131
Very Good	39%	479
Good	37%	462
Fair	12%	145
Poor	2%	24
<b>TOTAL</b>		<b>1,241</b>

### Q10 ¿Cuál de las siguientes opciones describe mejor su opinión sobre la calidad de vida en general en la Ciudad de Sheboygan?

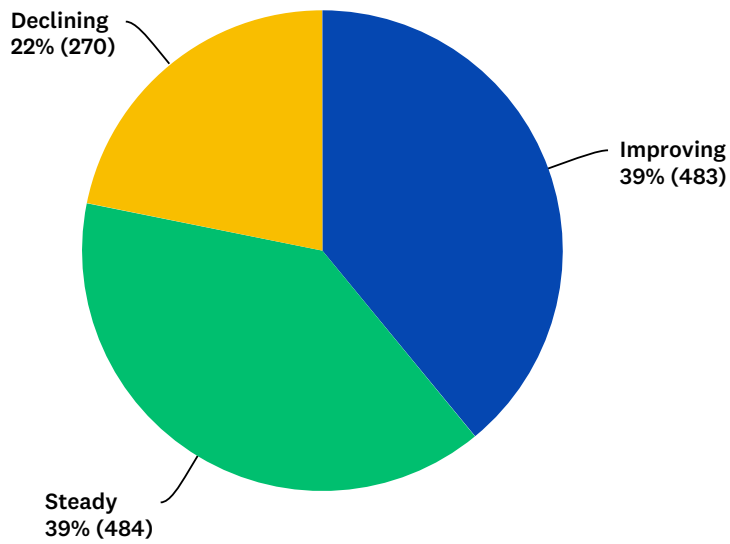
Answered: 28 Skipped: 1



ANSWER CHOICES	RESPONSES	
Excelente	11%	3
Muy Bueno	54%	15
Bueno	18%	5
Razonable	18%	5
Malo	0%	0
<b>TOTAL</b>		<b>28</b>

## Q11 In your opinion, in which direction is the city headed?

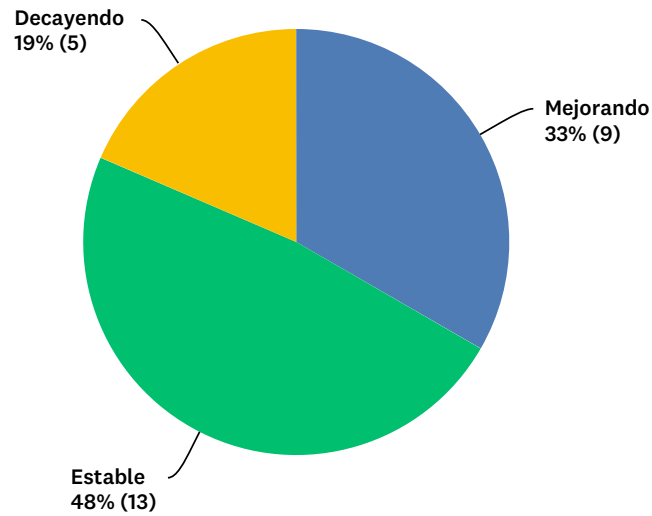
Answered: 1,237 Skipped: 11



ANSWER CHOICES	RESPONSES	
Improving	39%	483
Steady	39%	484
Declining	22%	270
TOTAL		1,237

### Q11 En su opinión, ¿en qué dirección se dirige la ciudad?

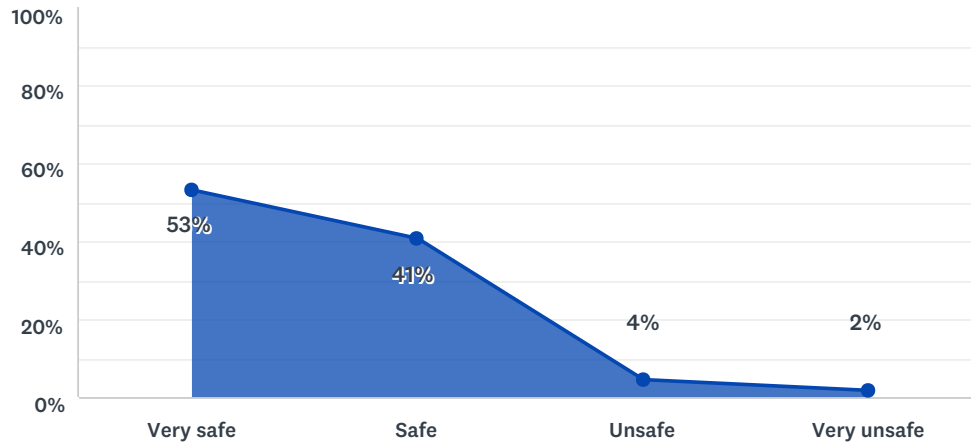
Answered: 27 Skipped: 2



ANSWER CHOICES	RESPONSES	
Mejorando	33%	9
Estable	48%	13
Decayendo	19%	5
TOTAL		27

## Q12 In general, how safe do you feel walking alone in your neighborhood during the day?

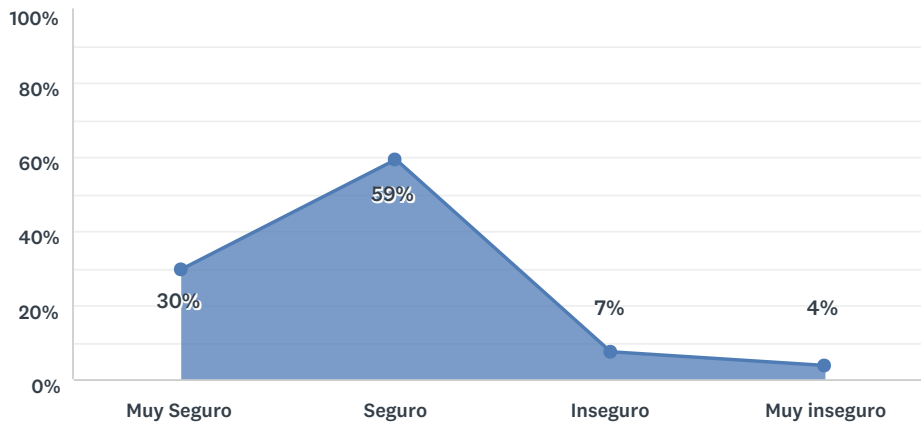
Answered: 1,241 Skipped: 7



ANSWER CHOICES	RESPONSES	
Very safe	53%	653
Safe	41%	500
Unsafe	4%	55
Very unsafe	2%	21
<b>TOTAL</b>		<b>1,229</b>

### Q12 En general, ¿qué tan seguro se siente caminando solo en su vecindario durante el día?

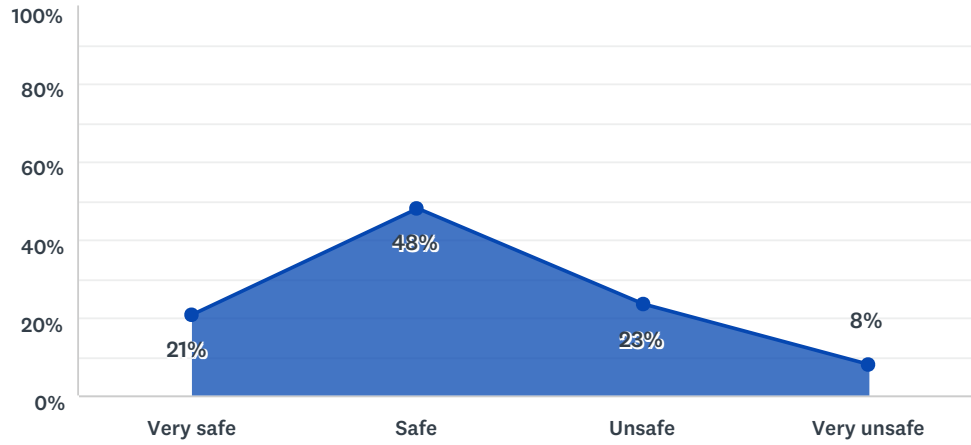
Answered: 27 Skipped: 2



ANSWER CHOICES	RESPONSES	
Muy Seguro	30%	8
Seguro	59%	16
Inseguro	7%	2
Muy inseguro	4%	1
<b>TOTAL</b>		<b>27</b>

### Q13 How safe do you feel walking alone in your neighborhood after dark?

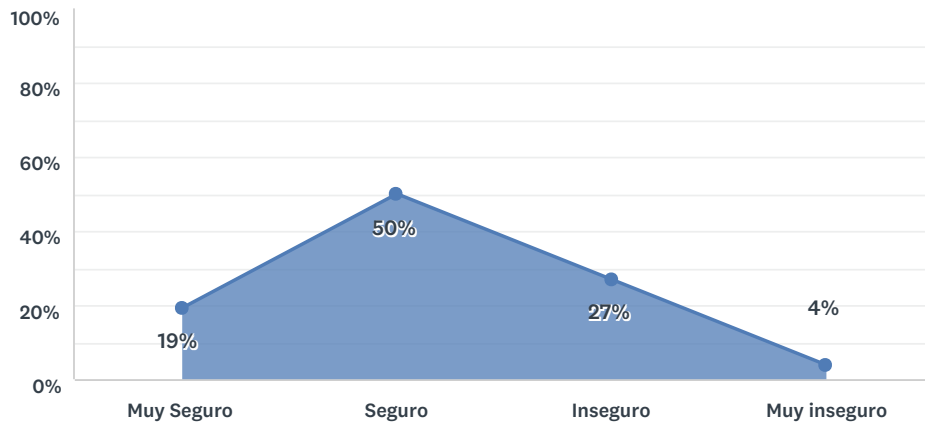
Answered: 1,242 Skipped: 6



ANSWER CHOICES	RESPONSES	
Very safe	21%	248
Safe	48%	575
Unsafe	23%	281
Very unsafe	8%	95
<b>TOTAL</b>		<b>1,199</b>

### Q13 ¿Qué tan seguro te sientes caminando solo en tu vecindario al anochecer?

Answered: 27 Skipped: 2



ANSWER CHOICES	RESPONSES	
Muy Seguro	19%	5
Seguro	50%	13
Inseguro	27%	7
Muy inseguro	4%	1
<b>TOTAL</b>		<b>26</b>

# Q14 If you feel unsafe, why do you feel unsafe?

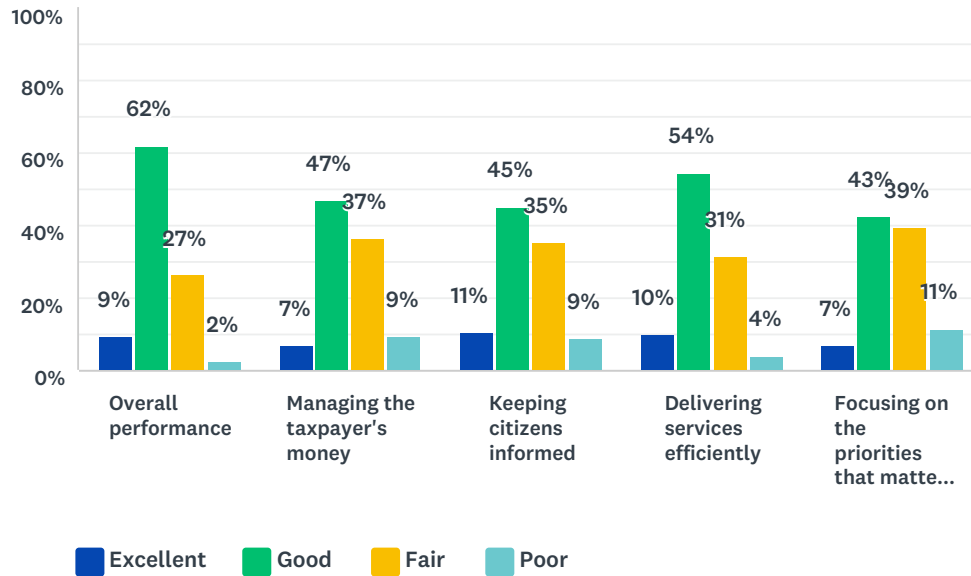
block safe walking alone parking poor lighting higher Increased crime even alot go followed trust  
makes trafficking will never older human trafficking general well <sup>many</sup> street need  
especially lit streets little well lit vehicles enough street lights  
questionable enough lighting speed night poorly lit walking due live  
risen drug Lack lighting feel safe houses lights police many  
happen crime way dark drug activity people woman N  
enough area alley neighborhood much street use  
street lights city Sheboygan NA Lack sidewalks  
walking alone night city many street lights Sheboygan cars safe community  
lot also around feel safe walking know walking around feel unsafe places one  
don t feel unsafe intersections seem lot drug neighbors generally Streets dark always  
feel corner home driving dark areas sometimes days dont coming Sex trafficking see good

Q14 Si se sientes inseguro, ¿por qué te sientes inseguro?

en  
calles y las

## Q15 How do you think the City of Sheboygan is doing in each of the following areas?

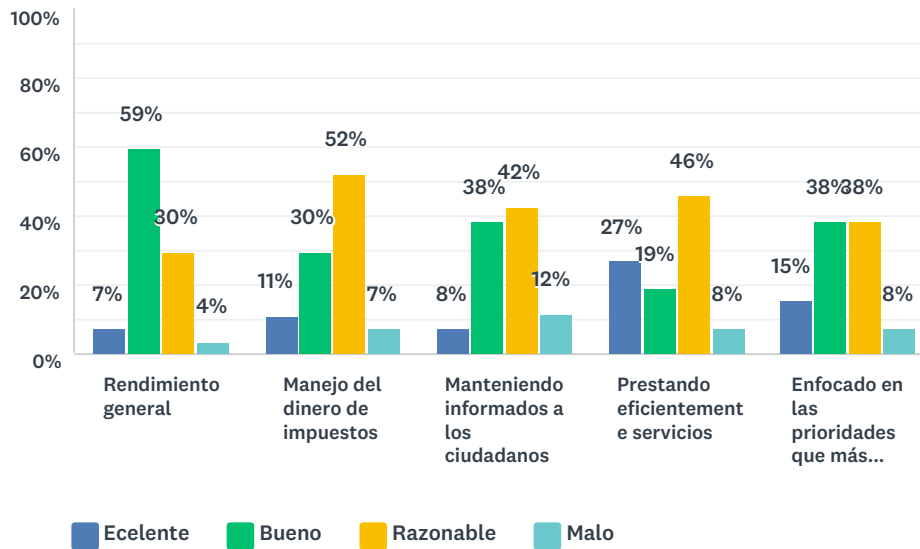
Answered: 1,241 Skipped: 7



	EXCELLENT	GOOD	FAIR	POOR	TOTAL	WEIGHTED AVERAGE
Overall performance	9% 115	62% 765	27% 329	2% 28	1,237	2.78
Managing the taxpayer's money	7% 86	47% 580	37% 452	9% 114	1,232	2.52
Keeping citizens informed	11% 132	45% 555	35% 438	9% 111	1,236	2.57
Delivering services efficiently	10% 126	54% 673	31% 389	4% 48	1,236	2.71
Focusing on the priorities that matter most to citizens	7% 84	43% 526	39% 484	11% 139	1,233	2.45

## Q15 ¿Cómo crees que se está desempeñando la Ciudad de Sheboygan en cada una de las siguientes áreas?

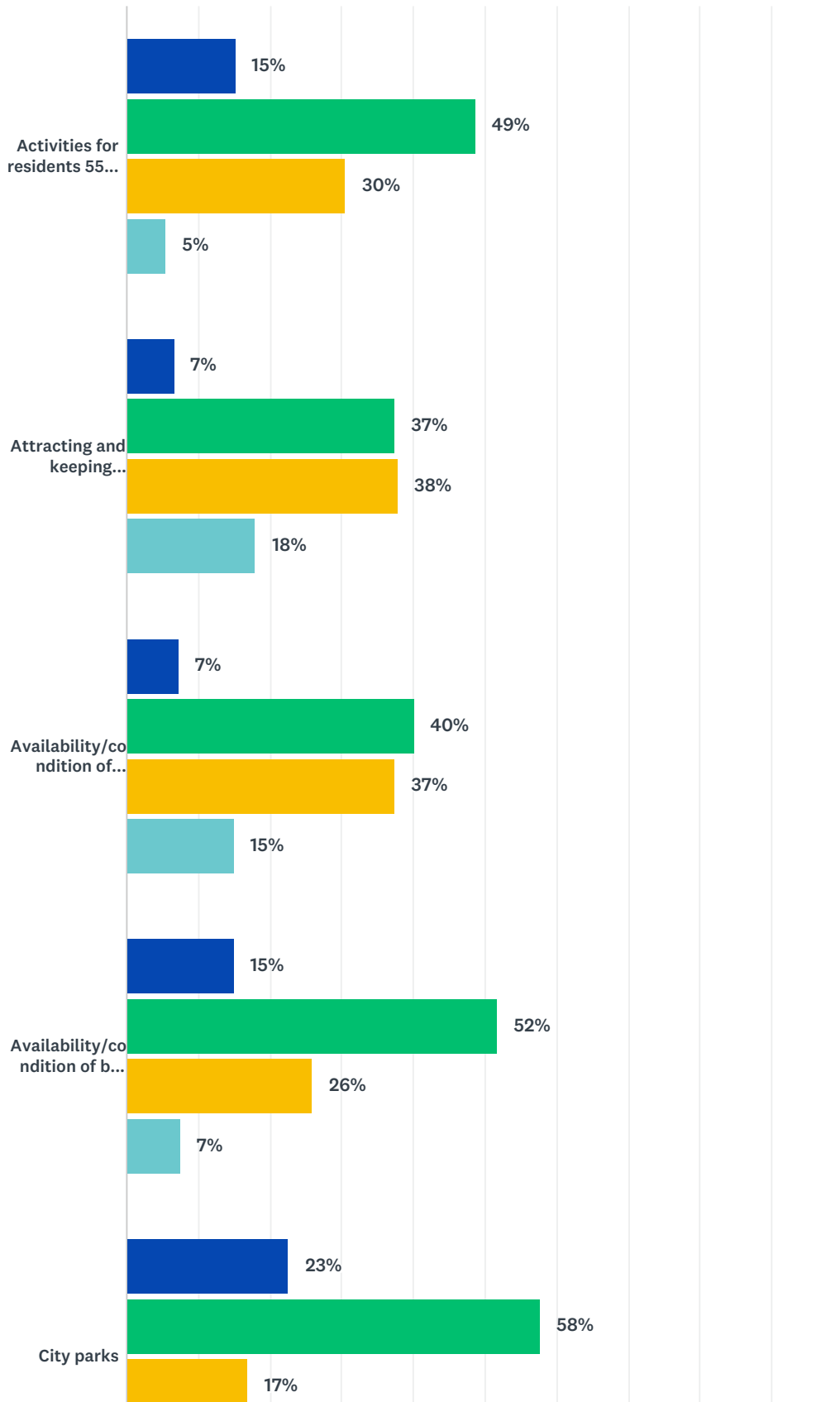
Answered: 27 Skipped: 2



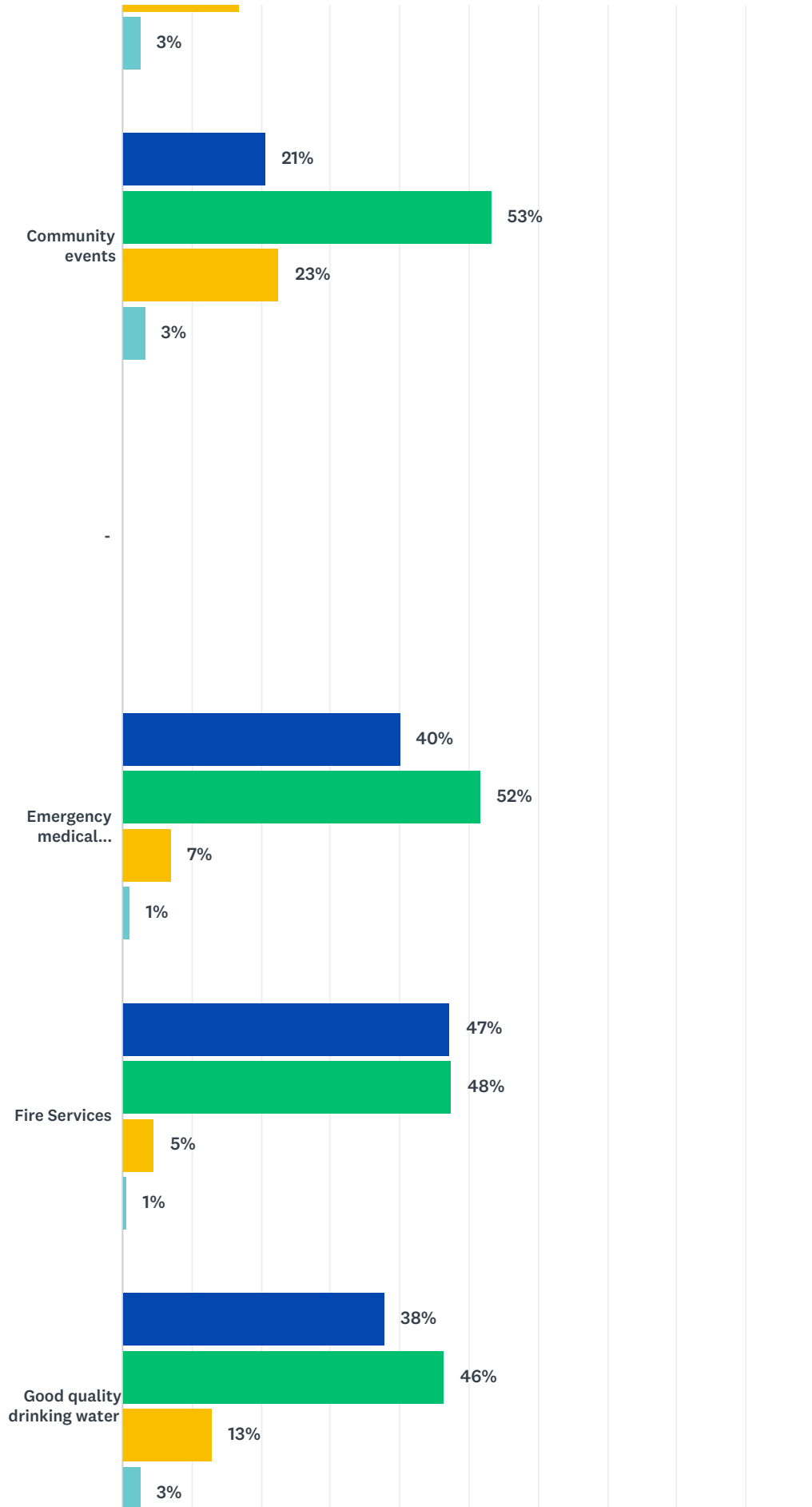
	ECELENTE	BUENO	RAZONABLE	MALO	TOTAL	WEIGHTED AVERAGE
Rendimiento general	7% 2	59% 16	30% 8	4% 1	27	2.70
Manejo del dinero de impuestos	11% 3	30% 8	52% 14	7% 2	27	2.44
Manteniendo informados a los ciudadanos	8% 2	38% 10	42% 11	12% 3	26	2.42
Prestando eficientemente servicios	27% 7	19% 5	46% 12	8% 2	26	2.65
Enfocado en las prioridades que más interesan a los ciudadanos.	15% 4	38% 10	38% 10	8% 2	26	2.62

### Q16 Please indicate how well you think the city is doing in each area.

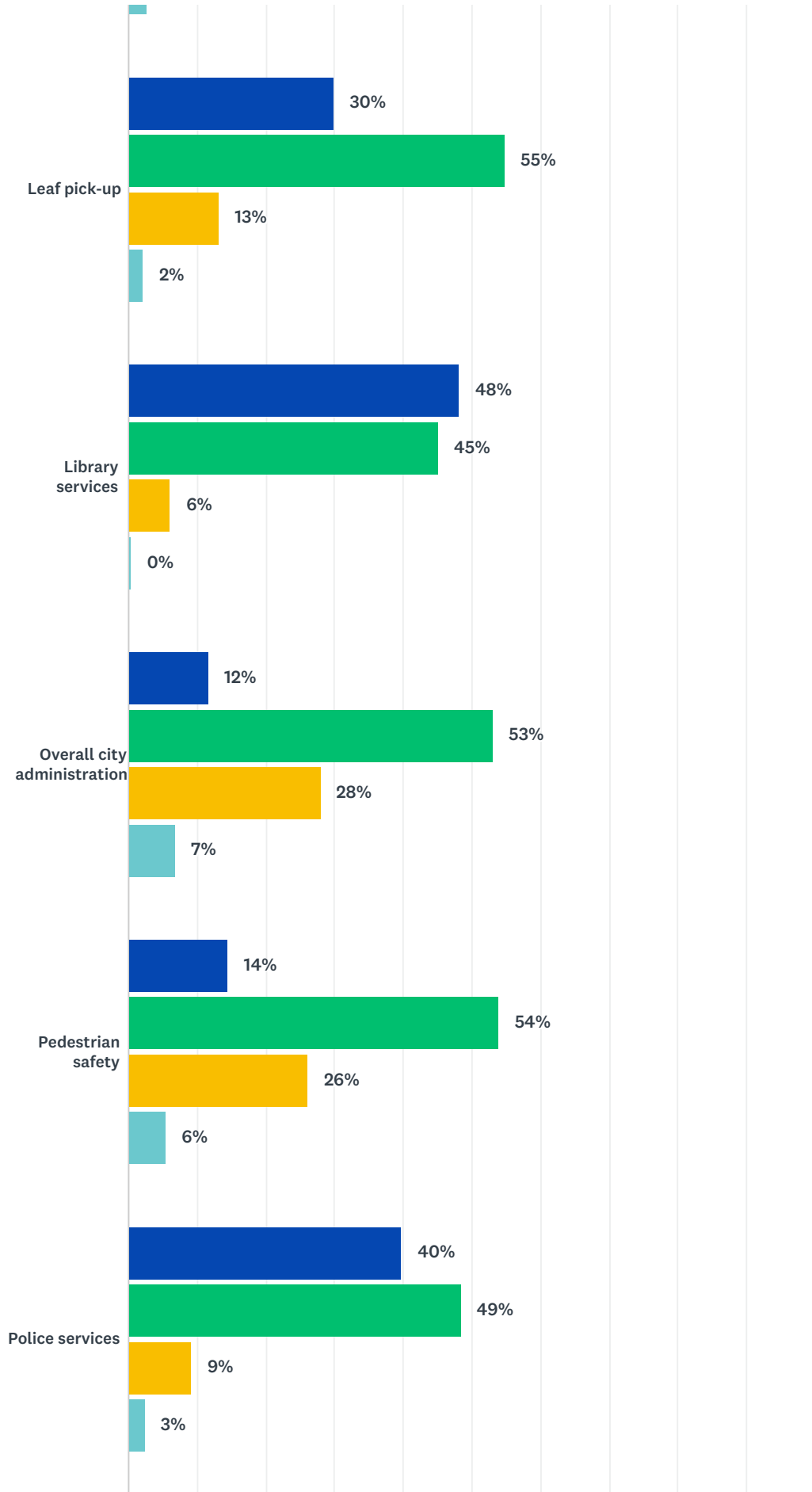
Answered: 1,240 Skipped: 8



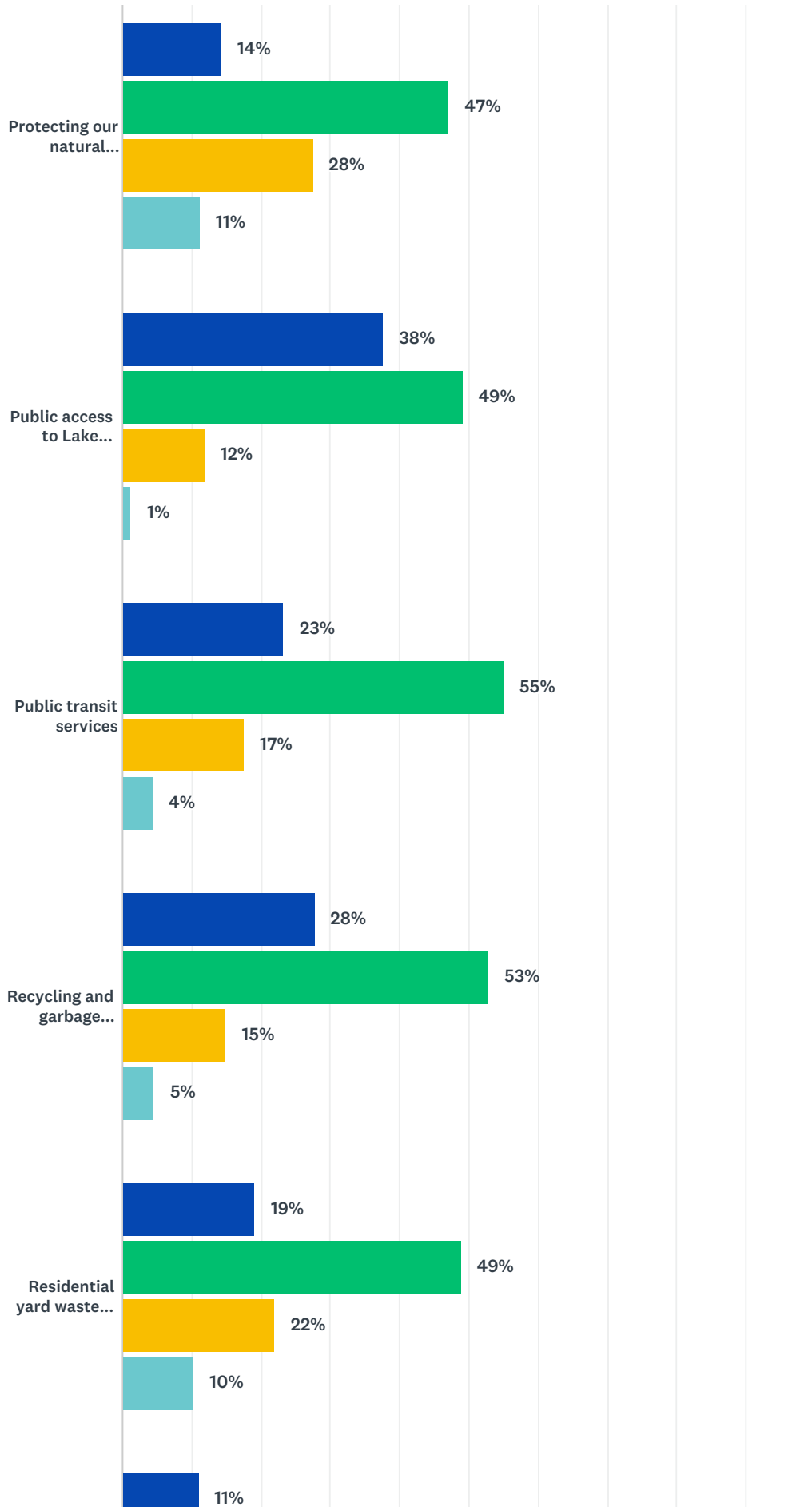
# 2019 City of Sheboygan Community Survey



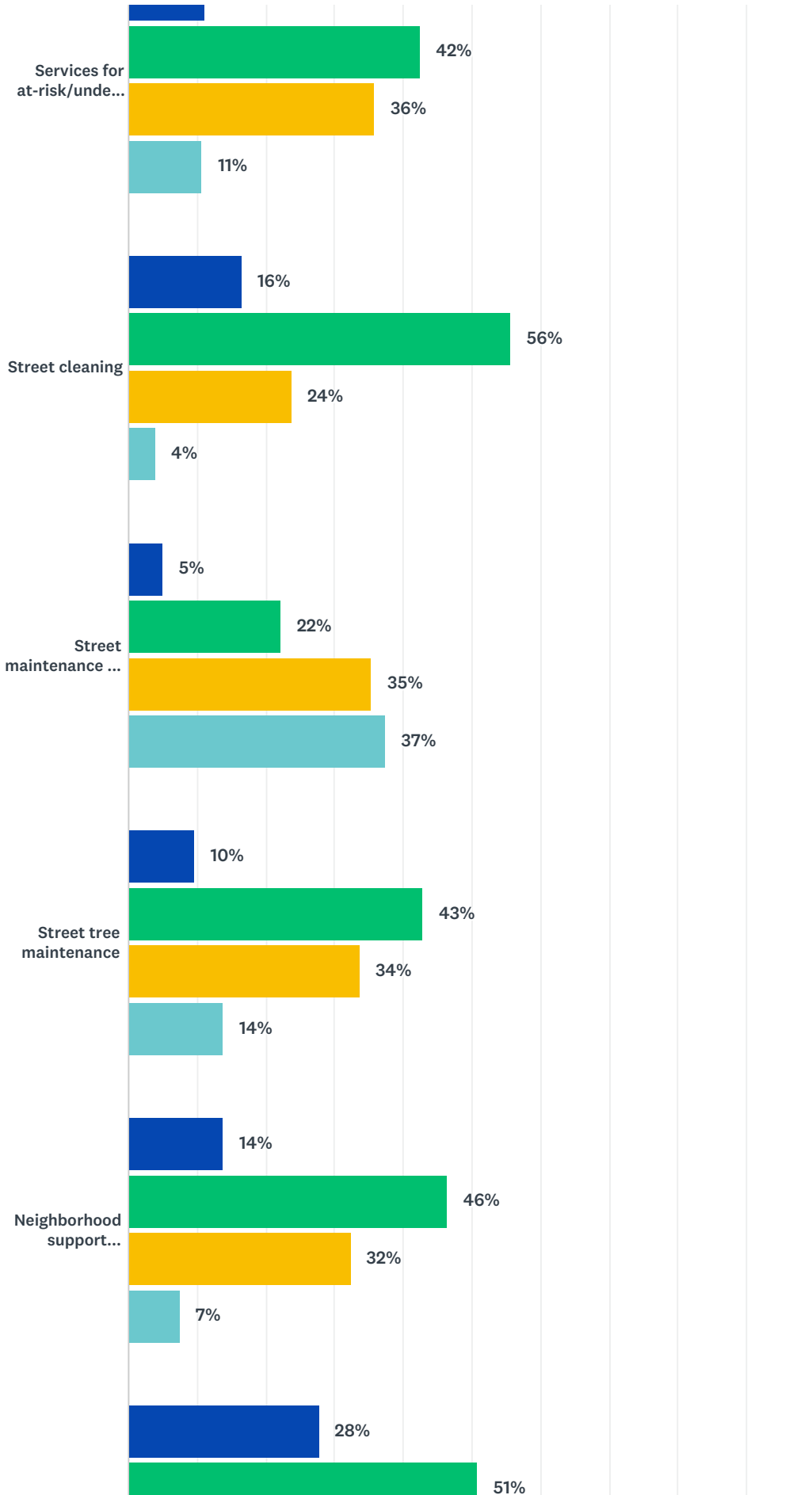
# 2019 City of Sheboygan Community Survey



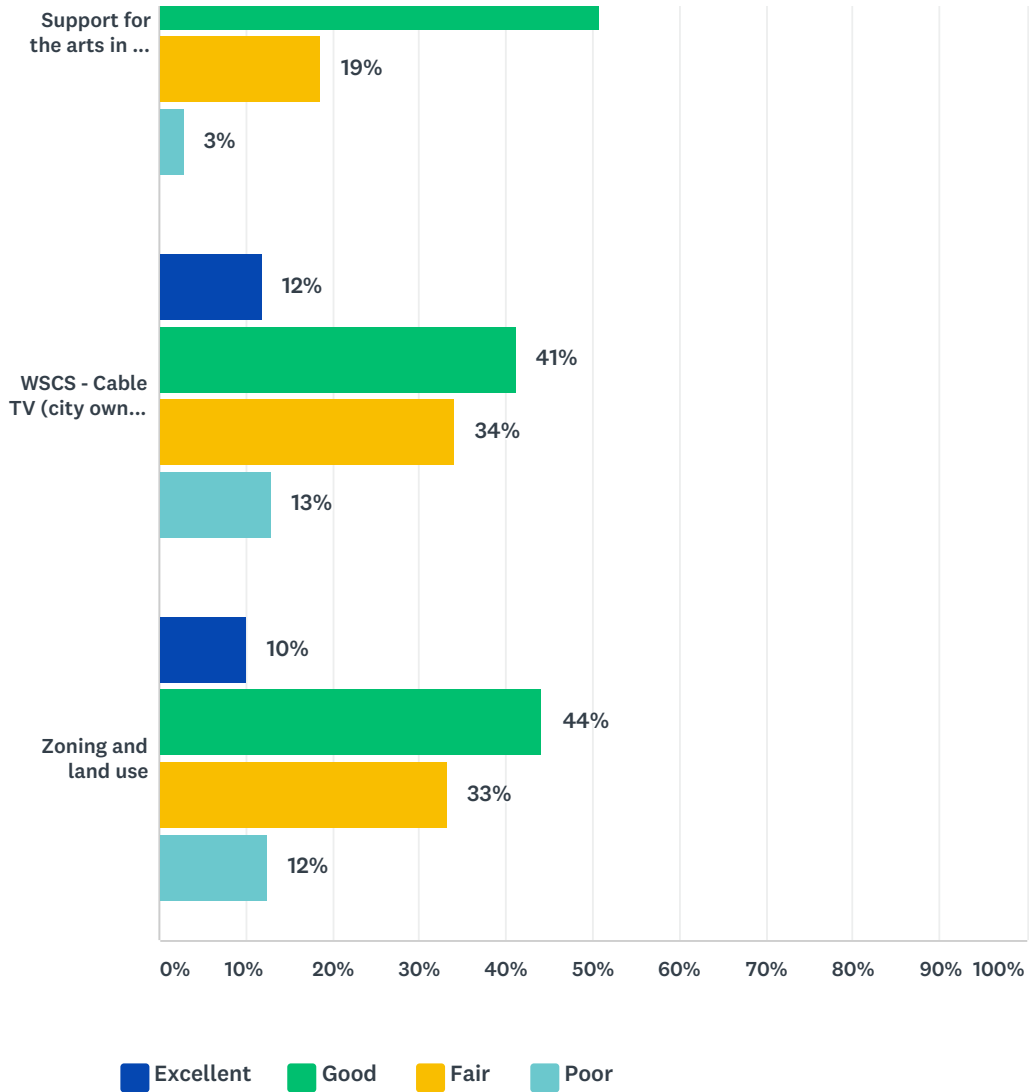
# 2019 City of Sheboygan Community Survey



# 2019 City of Sheboygan Community Survey



## 2019 City of Sheboygan Community Survey



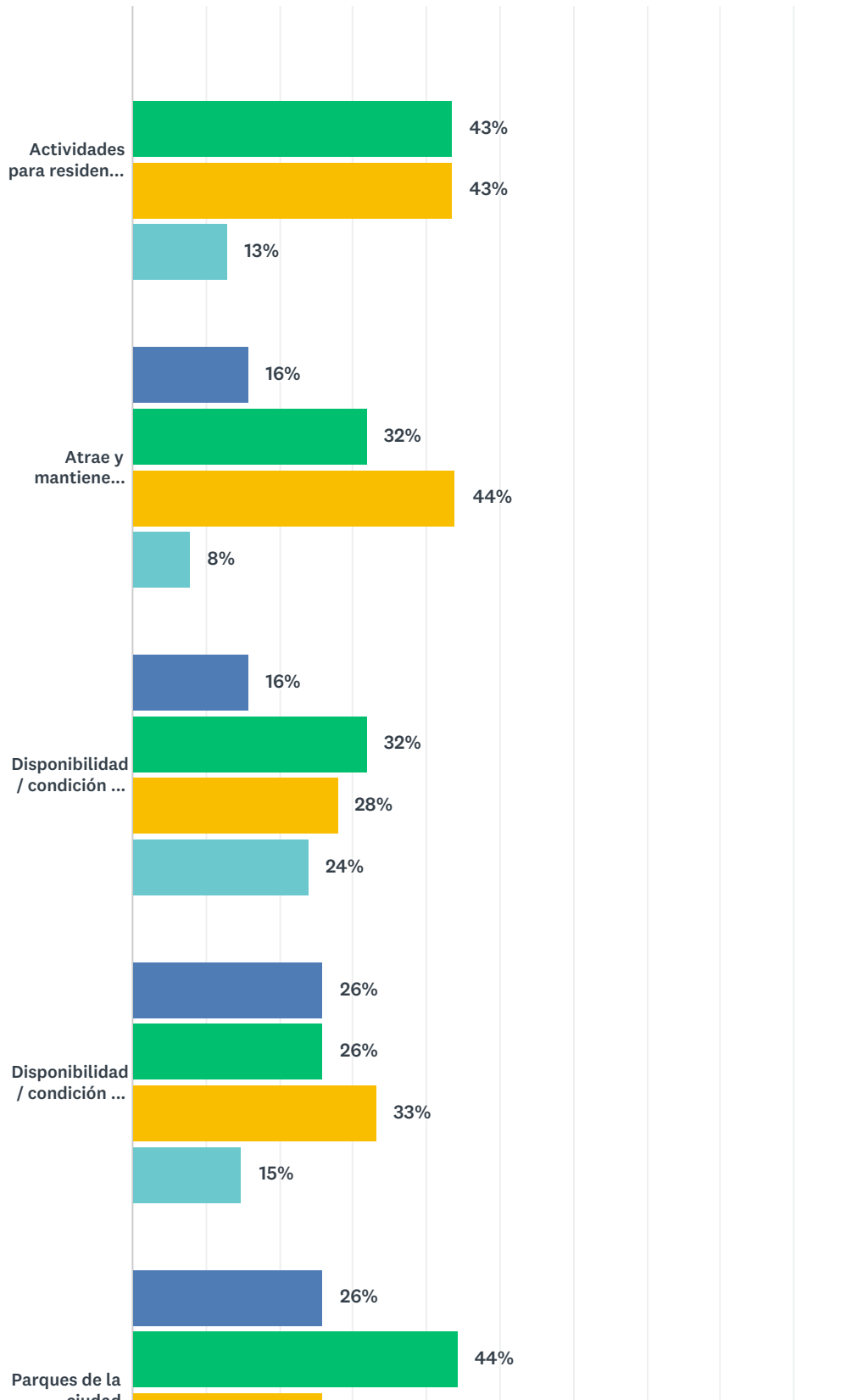
	EXCELLENT	GOOD	FAIR	POOR	TOTAL	WEIGHTED AVERAGE
Activities for residents 55 years of age and older	15% 125	49% 402	30% 251	5% 45	823	2.74
Attracting and keeping businesses in Sheboygan	7% 79	37% 444	38% 450	18% 213	1,186	2.33
Availability/condition of sidewalks and paths	7% 89	40% 486	37% 454	15% 183	1,212	2.40
Availability/condition of bike lanes and bike paths	15% 168	52% 575	26% 289	7% 83	1,115	2.74
City parks	23% 272	58% 693	17% 204	3% 33	1,202	3.00
Community events	21% 240	53% 622	23% 264	3% 38	1,164	2.91
-	0% 0	0% 0	0% 0	0% 0	0	0.00
Emergency medical services	40% 441	52% 567	7% 78	1% 11	1,097	3.31
Fire Services	47% 515	48% 518	5% 50	1% 7	1,090	3.41

## 2019 City of Sheboygan Community Survey

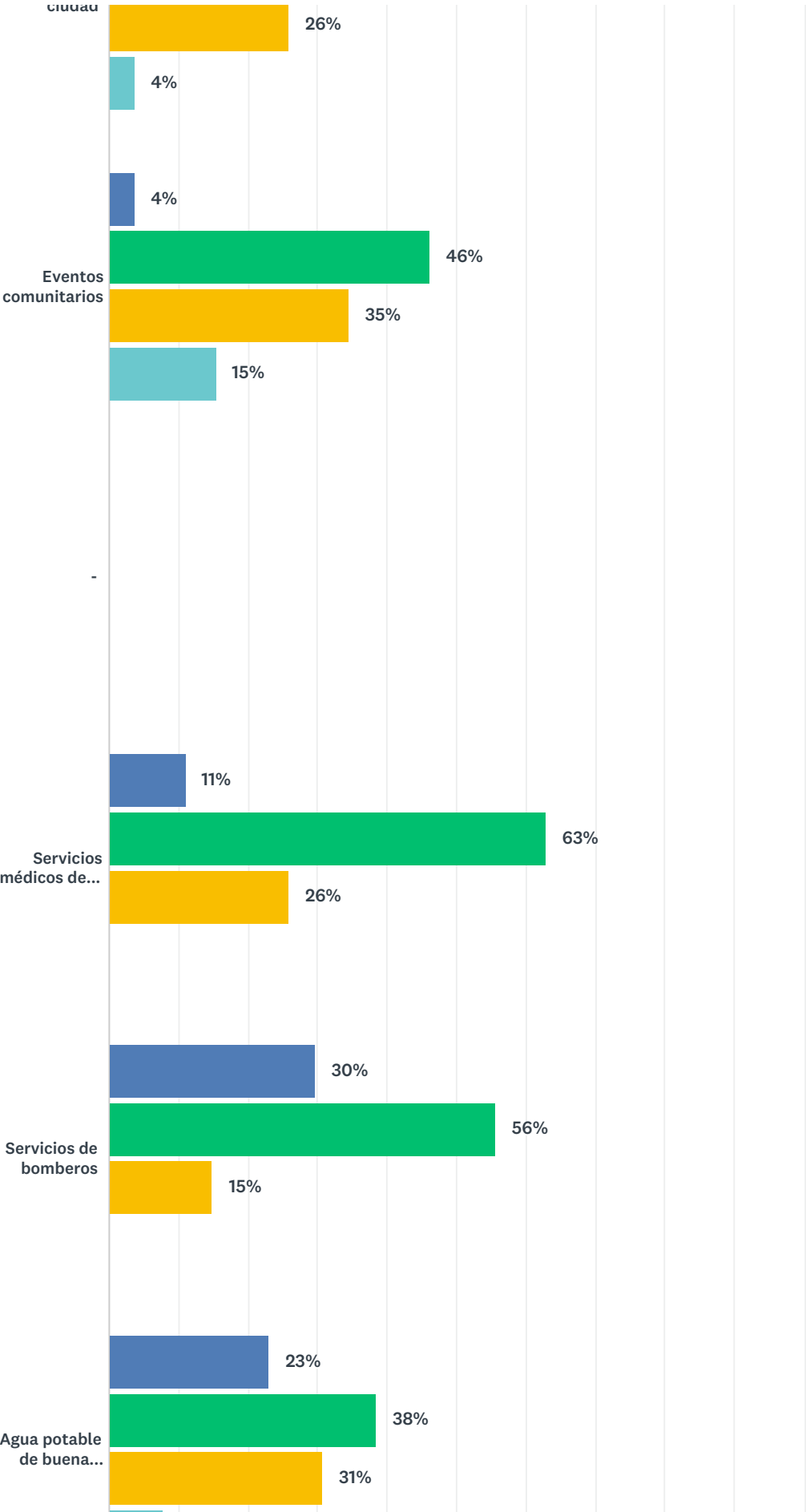
Good quality drinking water	38% 449	46% 549	13% 153	3% 33	1,184	3.19
Leaf pick-up	30% 303	55% 555	13% 134	2% 21	1,013	3.13
Library services	48% 541	45% 508	6% 69	0% 5	1,123	3.41
Overall city administration	12% 124	53% 562	28% 297	7% 74	1,057	2.70
Pedestrian safety	14% 166	54% 624	26% 301	6% 64	1,155	2.77
Police services	40% 457	49% 560	9% 106	3% 29	1,152	3.25
Protecting our natural environment	14% 159	47% 529	28% 310	11% 126	1,124	2.64
Public access to Lake Michigan	38% 452	49% 589	12% 144	1% 15	1,200	3.23
Public transit services	23% 227	55% 538	17% 171	4% 42	978	2.97
Recycling and garbage collection	28% 316	53% 602	15% 168	5% 52	1,138	3.04
Residential yard waste collection	19% 176	49% 454	22% 204	10% 95	929	2.77
Services for at-risk/under-privileged citizens	11% 83	42% 317	36% 268	11% 80	748	2.54
Street cleaning	16% 181	56% 610	24% 262	4% 44	1,097	2.85
Street maintenance and pavement	5% 61	22% 264	35% 420	37% 446	1,191	1.95
Street tree maintenance	10% 103	43% 458	34% 360	14% 148	1,069	2.48
Neighborhood support (Neighborhood Associations and organization/coordination)	14% 110	46% 372	32% 259	7% 60	801	2.66
Support for the arts in the community	28% 297	51% 543	19% 198	3% 31	1,069	3.03
WSCS - Cable TV (city owned station)	12% 66	41% 229	34% 190	13% 72	557	2.52
Zoning and land use	10% 79	44% 344	33% 259	12% 97	779	2.52

## Q16 Por favor indique como cree que está haciendo la ciudad en cada área.

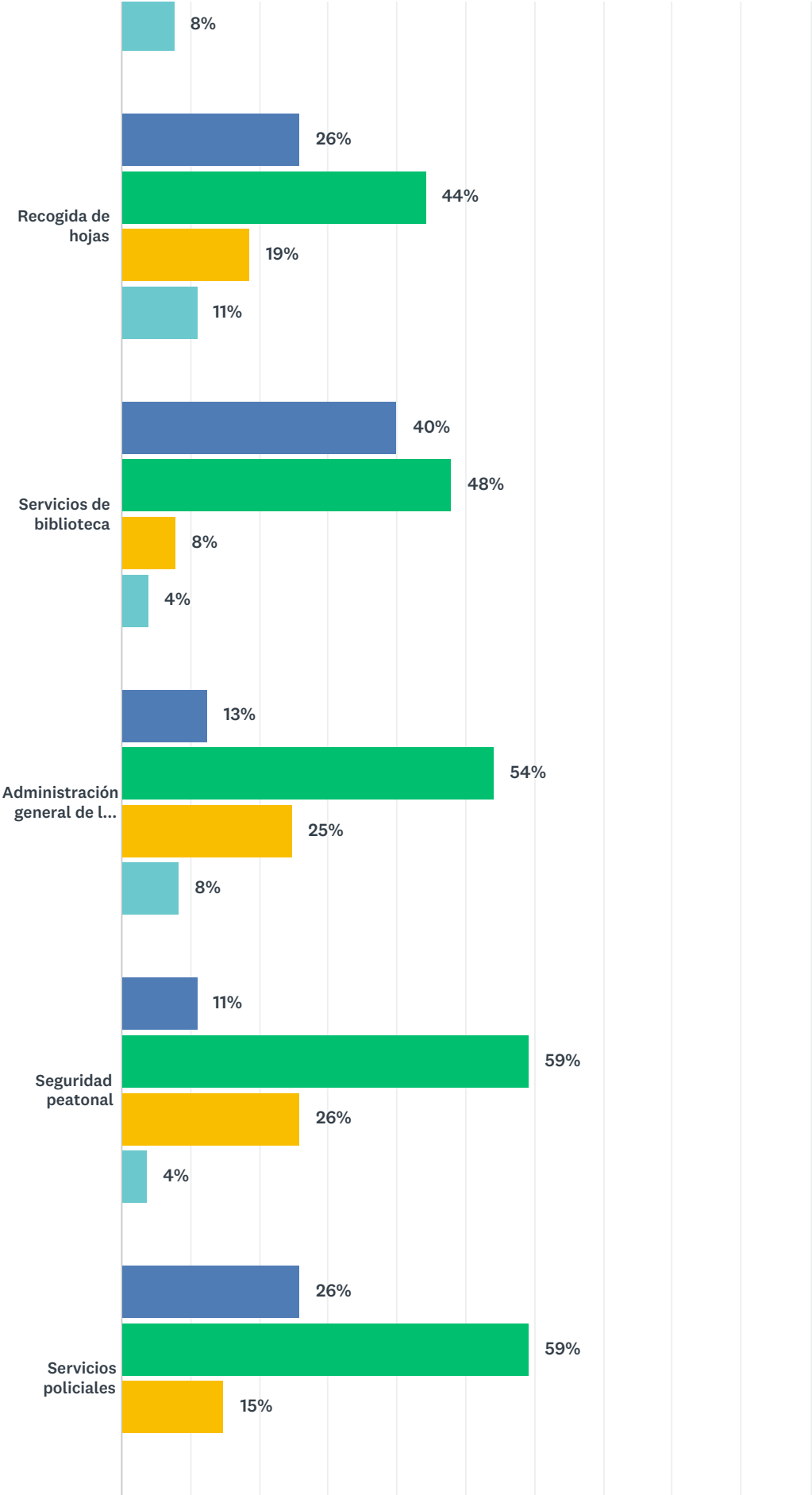
Answered: 28 Skipped: 1



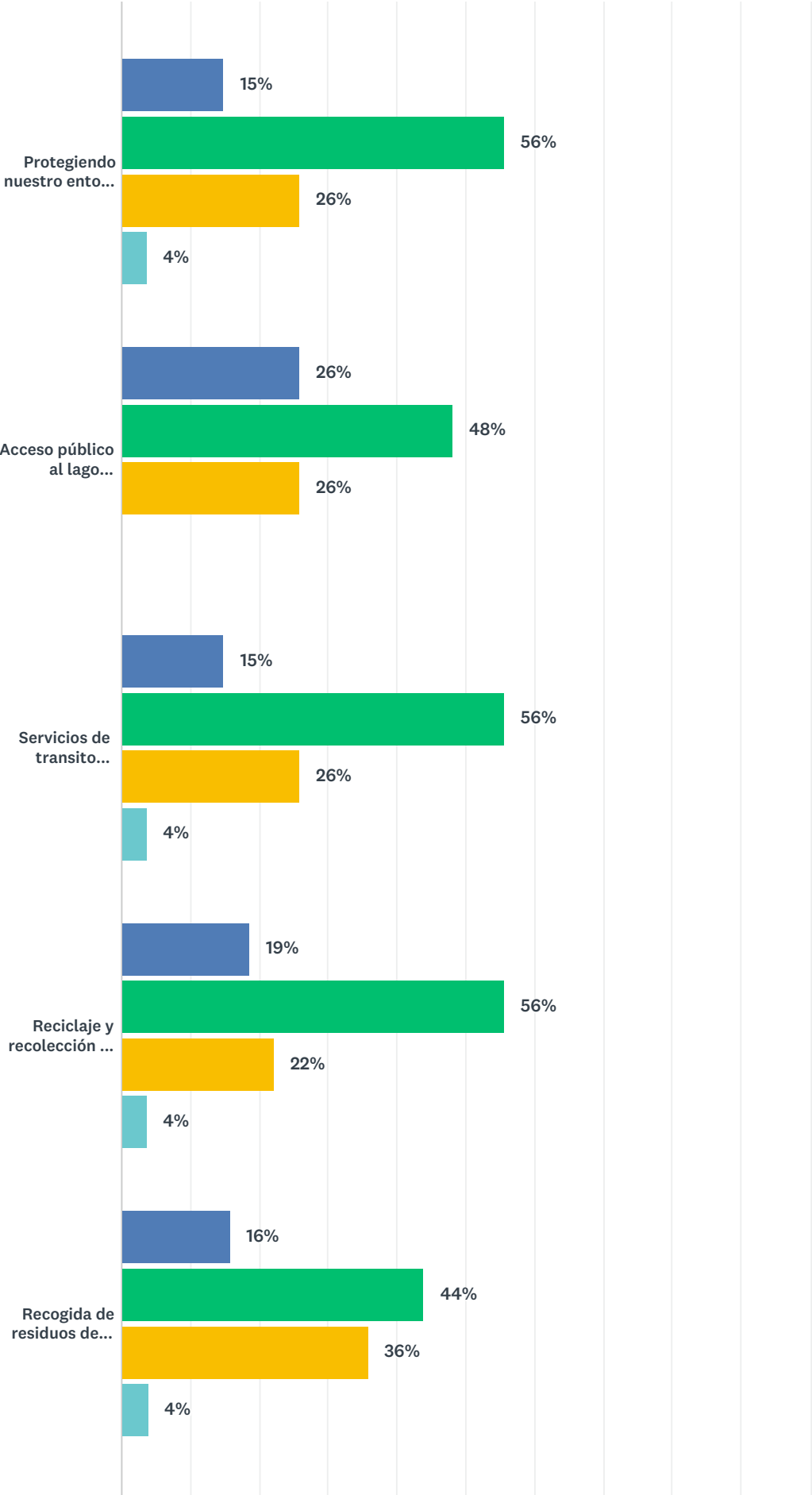
Encuesta para la Comunidad en Sheboygan 2019



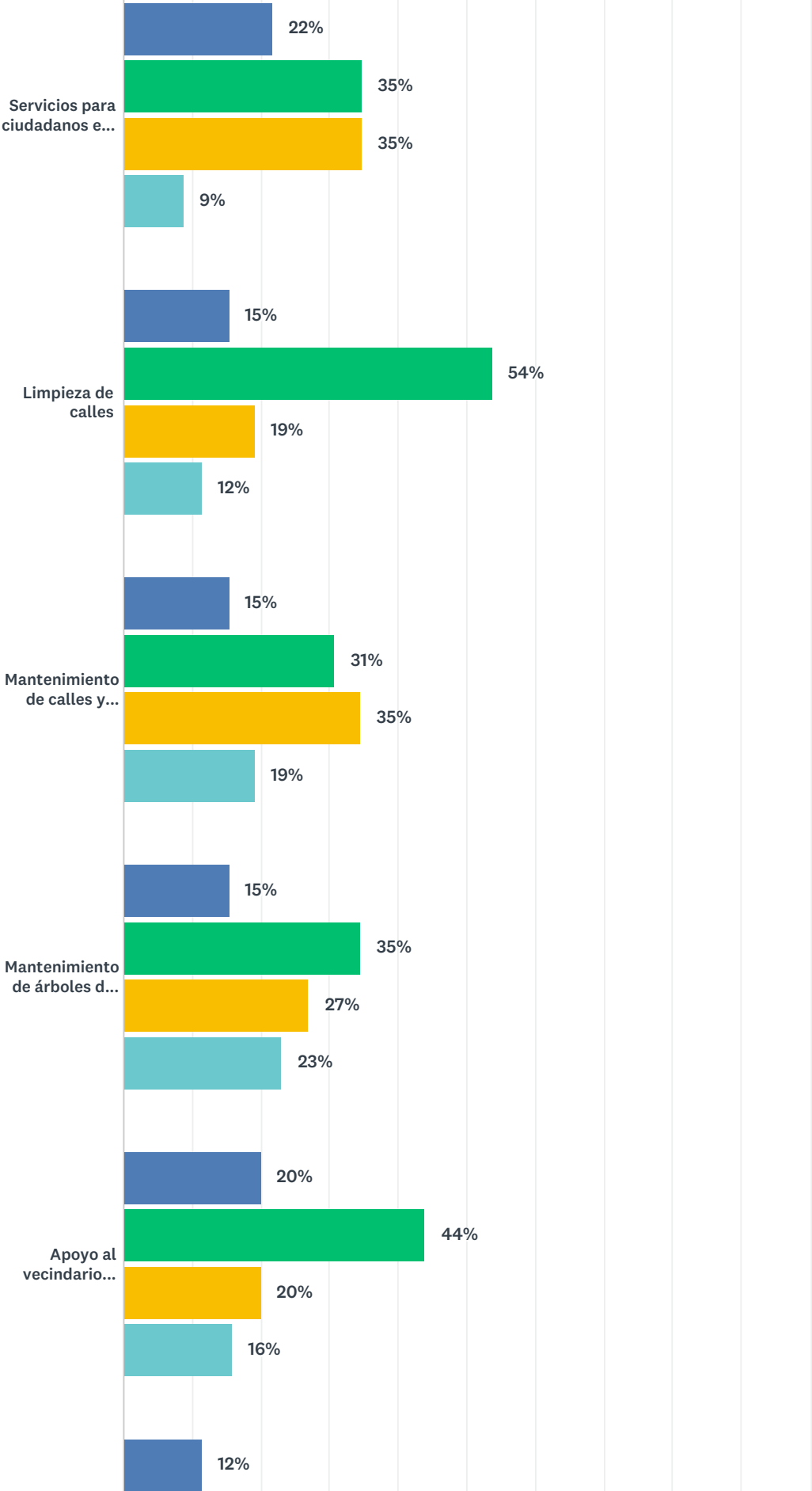
Encuesta para la Comunidad en Sheboygan 2019



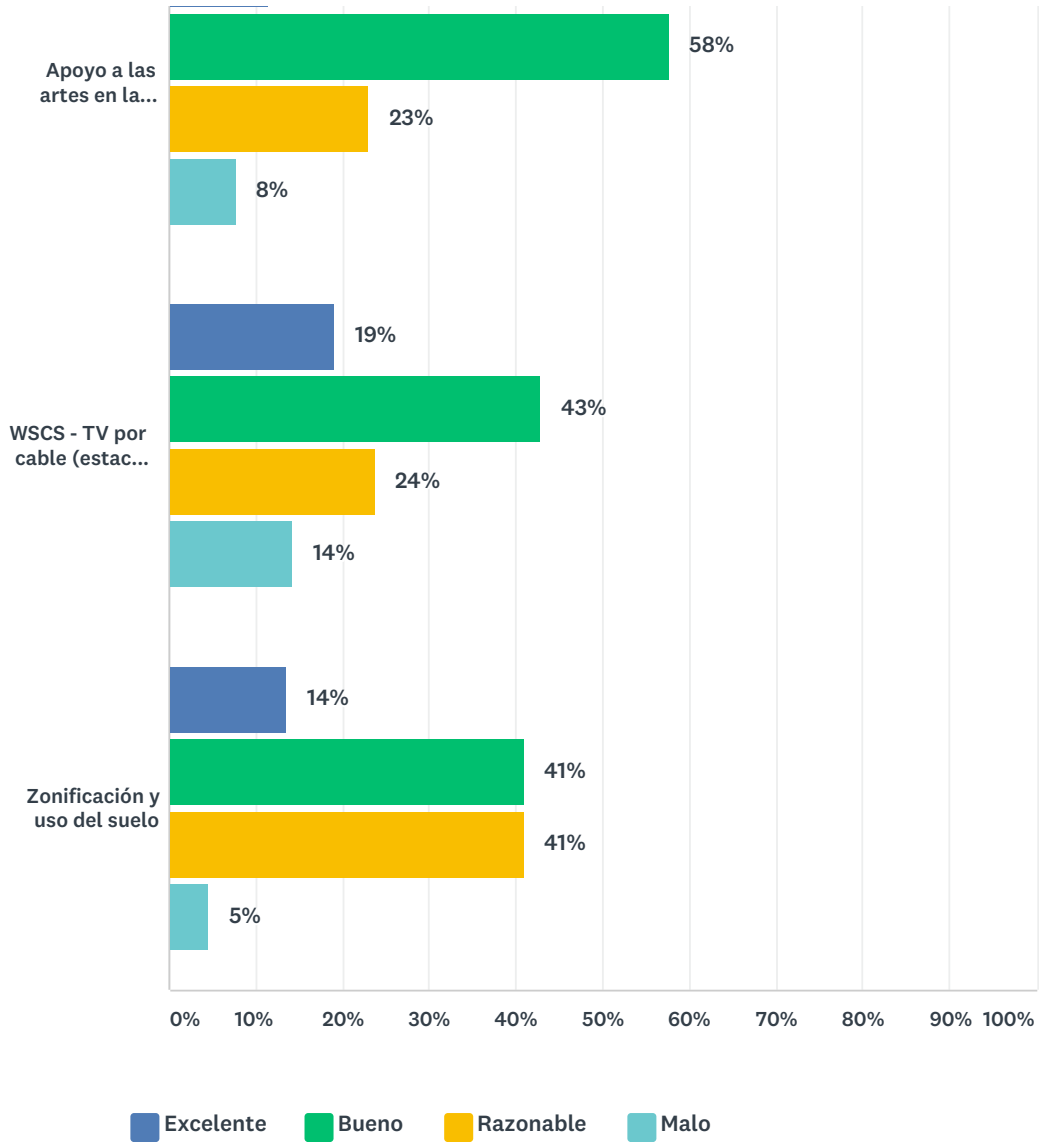
Encuesta para la Comunidad en Sheboygan 2019



Encuesta para la Comunidad en Sheboygan 2019



## Encuesta para la Comunidad en Sheboygan 2019



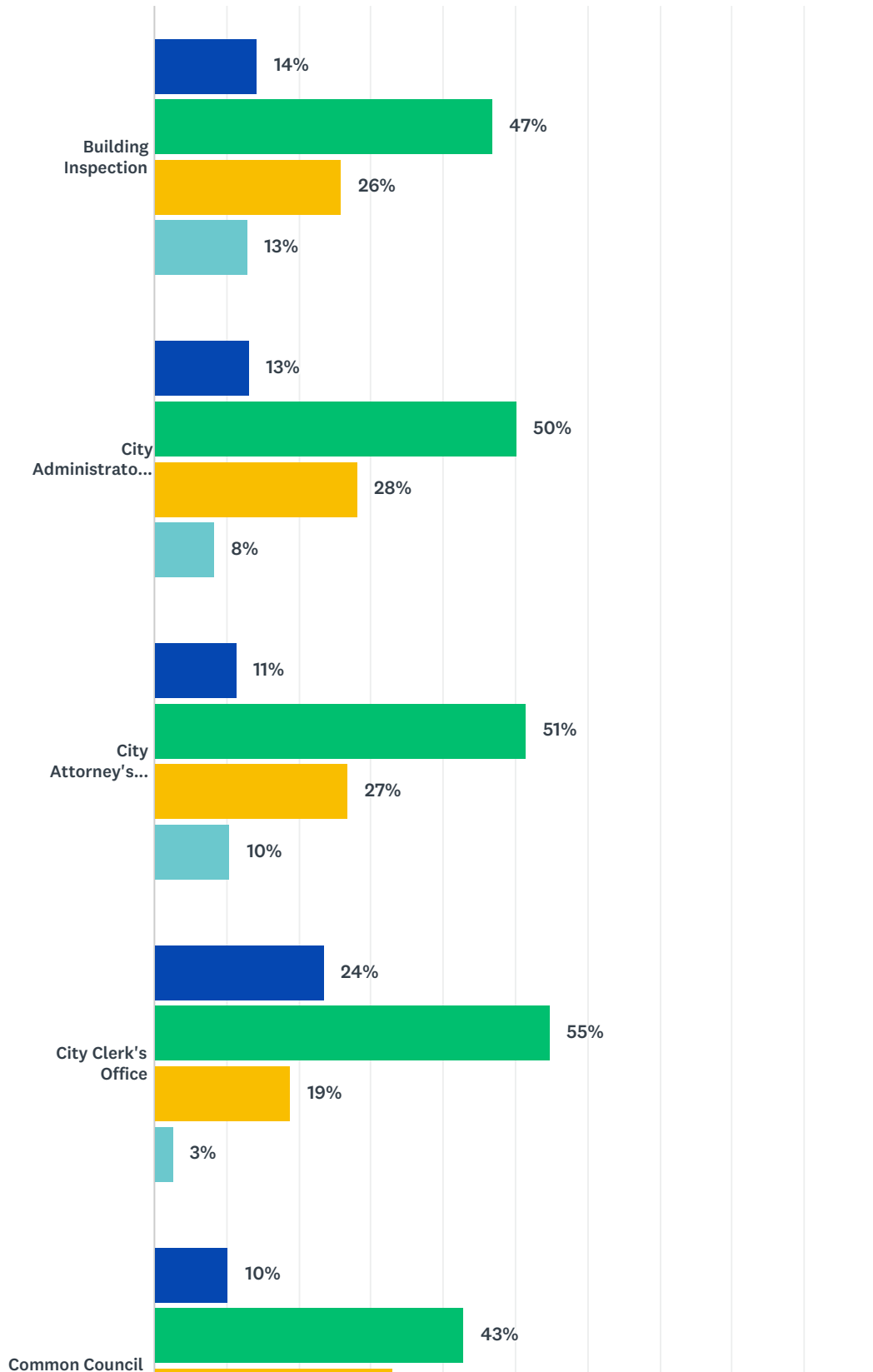
	EXCELENTE	BUENO	RAZONABLE	MALO	TOTAL	WEIGHTED AVERAGE
Actividades para residentes de 55 años de edad y mayores	0% 0	43% 10	43% 10	13% 3	23	2.30
Atrae y mantiene negocios en Sheboygan	16% 4	32% 8	44% 11	8% 2	25	2.56
Disponibilidad / condición de las aceras y caminos	16% 4	32% 8	28% 7	24% 6	25	2.40
Disponibilidad / condición de carriles bicicletas y cicloavía.	26% 7	26% 7	33% 9	15% 4	27	2.63
Parques de la ciudad	26% 7	44% 12	26% 7	4% 1	27	2.93
Eventos comunitarios	4% 1	46% 12	35% 9	15% 4	26	2.38
-	0% 0	0% 0	0% 0	0% 0	0	0.00
Servicios médicos de emergencia	11% 3	63% 17	26% 7	0% 0	27	2.85

## Encuesta para la Comunidad en Sheboygan 2019

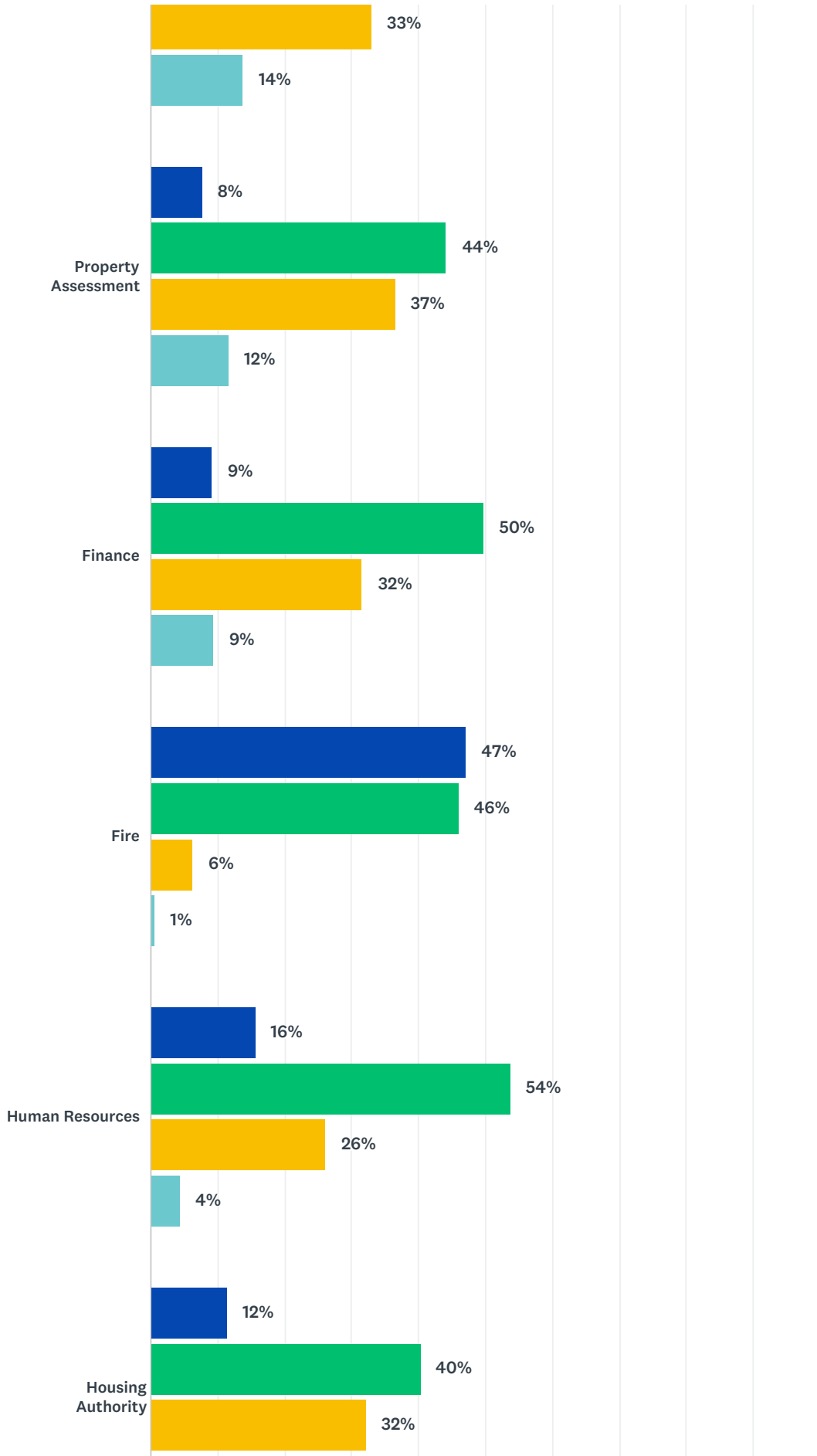
Servicios de bomberos	30% 8	56% 15	15% 4	0% 0	27	3.15
Agua potable de buena calidad	23% 6	38% 10	31% 8	8% 2	26	2.77
Recogida de hojas	26% 7	44% 12	19% 5	11% 3	27	2.85
Servicios de biblioteca	40% 10	48% 12	8% 2	4% 1	25	3.24
Administración general de la ciudad	13% 3	54% 13	25% 6	8% 2	24	2.71
Seguridad peatonal	11% 3	59% 16	26% 7	4% 1	27	2.78
Servicios policiales	26% 7	59% 16	15% 4	0% 0	27	3.11
Protegiendo nuestro entorno natural	15% 4	56% 15	26% 7	4% 1	27	2.81
Acceso público al lago Michigan	26% 7	48% 13	26% 7	0% 0	27	3.00
Servicios de tránsito público	15% 4	56% 15	26% 7	4% 1	27	2.81
Reciclaje y recolección de basura	19% 5	56% 15	22% 6	4% 1	27	2.89
Recogida de residuos de patio residencial	16% 4	44% 11	36% 9	4% 1	25	2.72
Servicios para ciudadanos en riesgo / con menos privilegios	22% 5	35% 8	35% 8	9% 2	23	2.70
Limpieza de calles	15% 4	54% 14	19% 5	12% 3	26	2.73
Mantenimiento de calles y pavimento.	15% 4	31% 8	35% 9	19% 5	26	2.42
Mantenimiento de árboles de calle	15% 4	35% 9	27% 7	23% 6	26	2.42
Apoyo al vecindario (asociaciones de vecinos y organización / coordinación)	20% 5	44% 11	20% 5	16% 4	25	2.68
Apoyo a las artes en la comunidad	12% 3	58% 15	23% 6	8% 2	26	2.73
WSCS - TV por cable (estación de propiedad de la ciudad)	19% 4	43% 9	24% 5	14% 3	21	2.67
Zonificación y uso del suelo	14% 3	41% 9	41% 9	5% 1	22	2.64

# Q17 How would you rate the overall services received from the following departments?

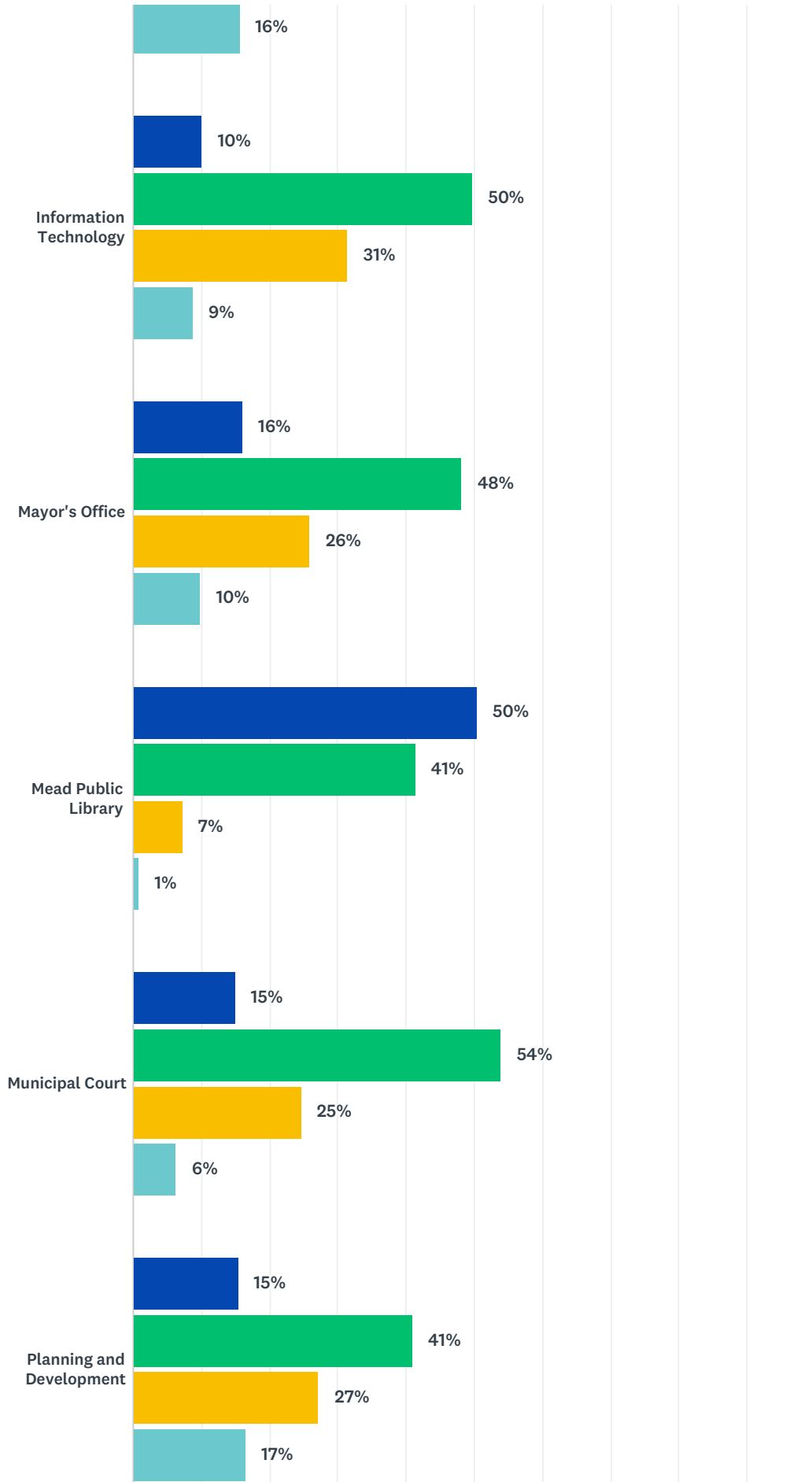
Answered: 1,232 Skipped: 16



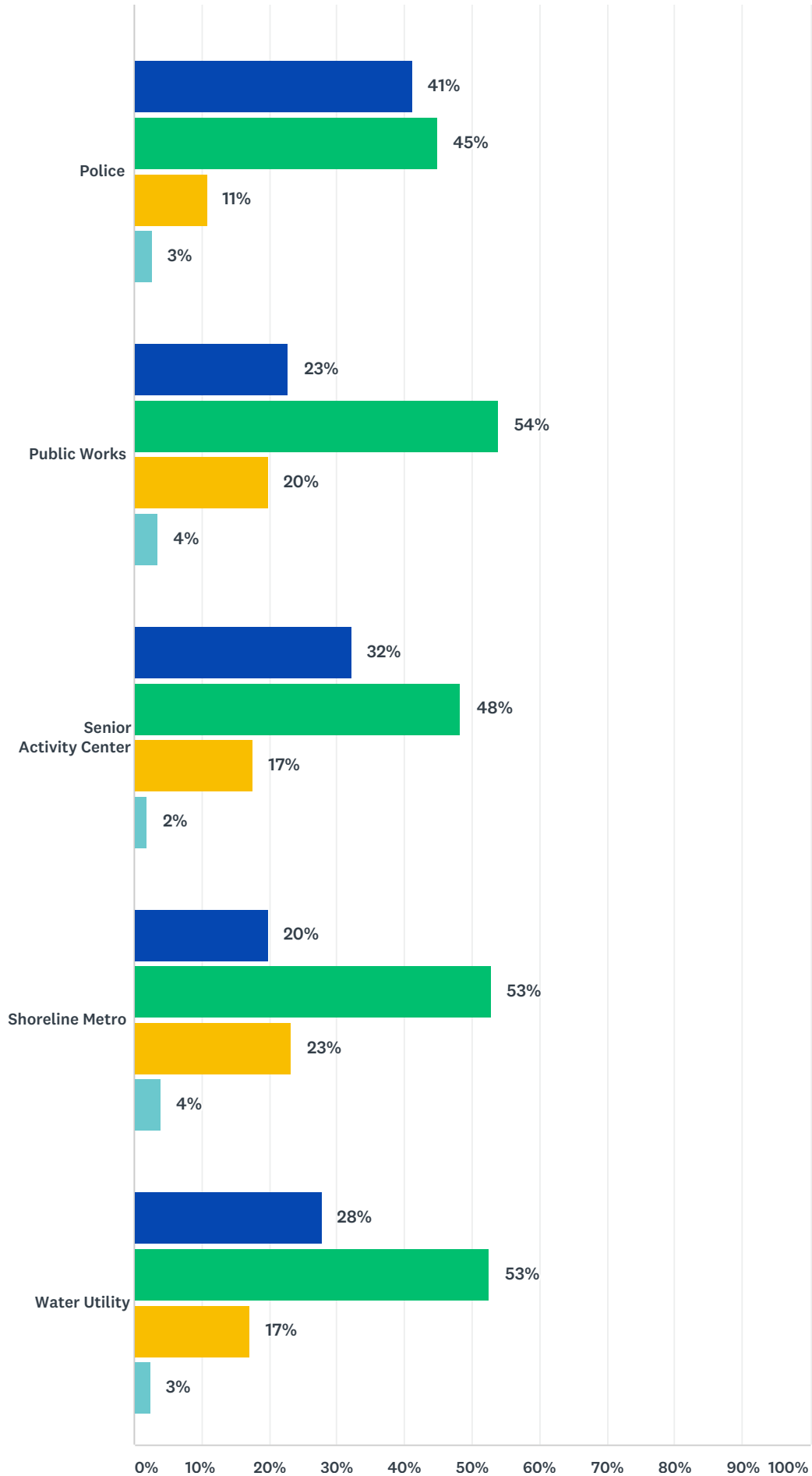
# 2019 City of Sheboygan Community Survey



# 2019 City of Sheboygan Community Survey



# 2019 City of Sheboygan Community Survey



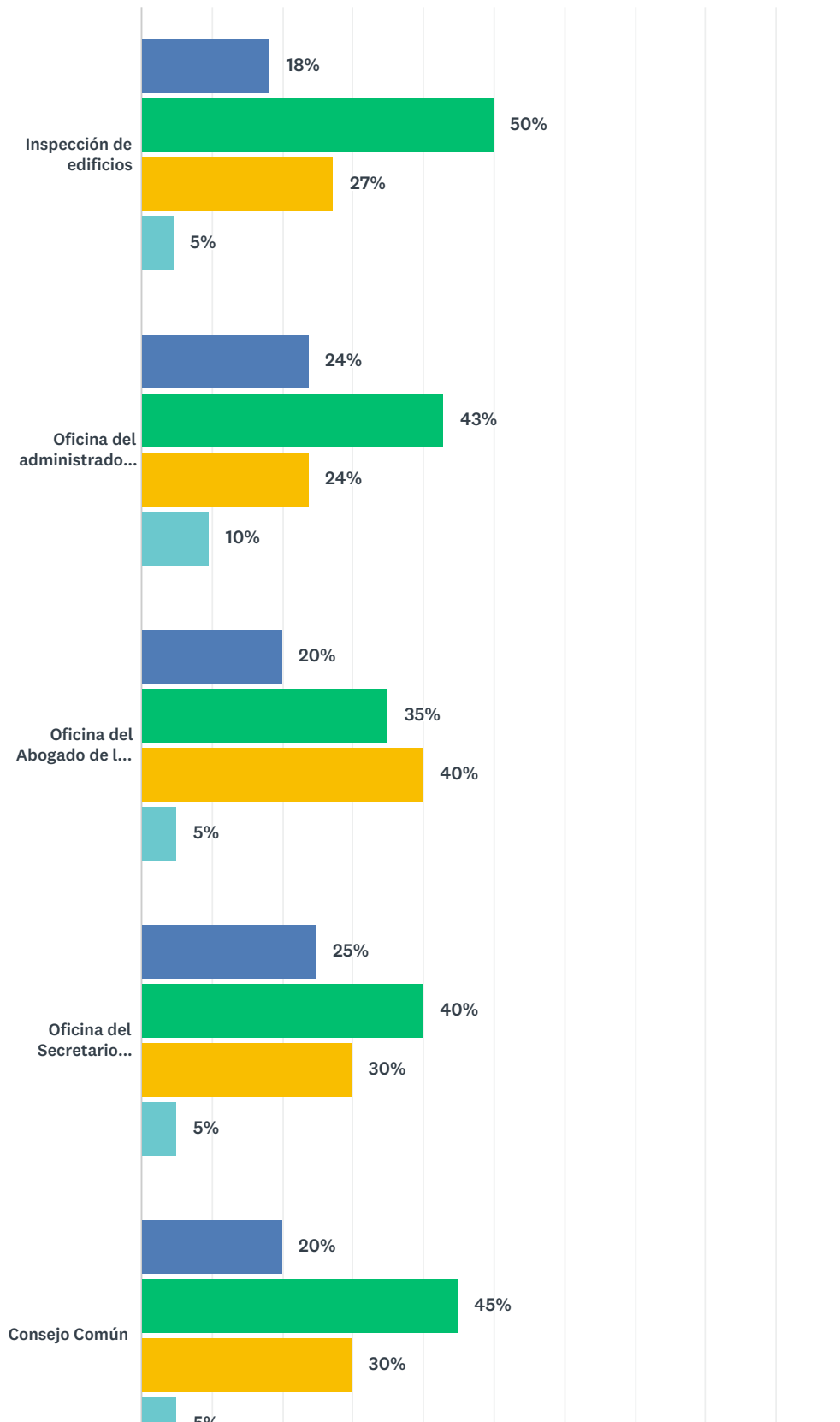
## 2019 City of Sheboygan Community Survey

■ Excellent   
 ■ Good   
 ■ Fair   
 ■ Poor

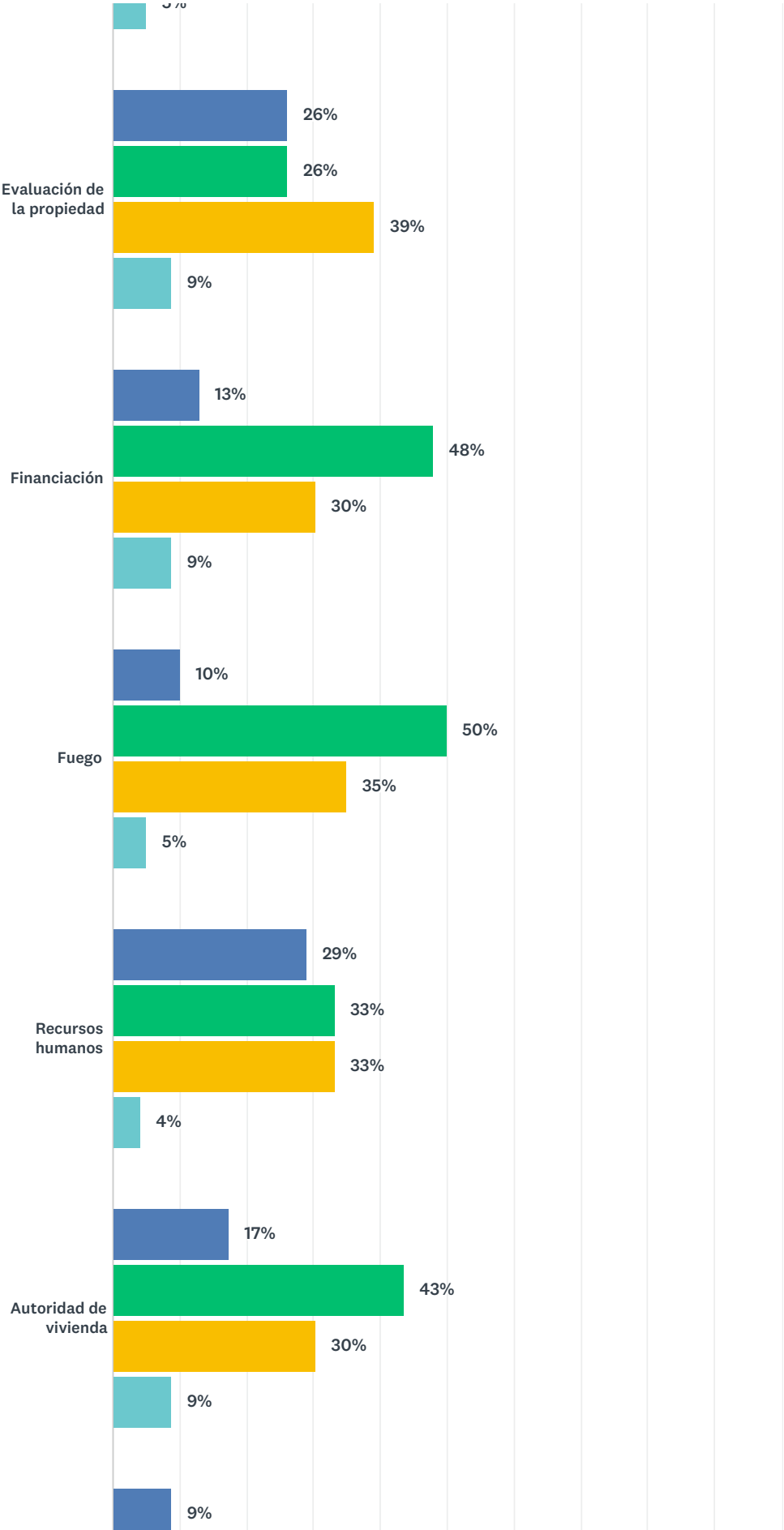
	EXCELLENT	GOOD	FAIR	POOR	TOTAL	WEIGHTED AVERAGE
Building Inspection	14% 93	47% 305	26% 168	13% 84	650	2.63
City Administrator's Office	13% 81	50% 309	28% 174	8% 52	616	2.68
City Attorney's Office	11% 61	51% 275	27% 143	10% 56	535	2.64
City Clerk's Office	24% 173	55% 401	19% 138	3% 20	732	2.99
Common Council	10% 69	43% 288	33% 222	14% 93	672	2.50
Property Assessment	8% 53	44% 306	37% 254	12% 81	694	2.48
Finance	9% 53	50% 284	32% 180	9% 54	571	2.59
Fire	47% 425	46% 416	6% 56	1% 6	903	3.40
Human Resources	16% 85	54% 293	26% 143	4% 24	545	2.81
Housing Authority	12% 64	40% 223	32% 178	16% 87	552	2.48
Information Technology	10% 53	50% 261	31% 164	9% 46	524	2.61
Mayor's Office	16% 108	48% 323	26% 174	10% 66	671	2.70
Mead Public Library	50% 531	41% 437	7% 78	1% 9	1,055	3.41
Municipal Court	15% 88	54% 314	25% 144	6% 36	582	2.78
Planning and Development	15% 110	41% 293	27% 194	17% 118	715	2.55
Police	41% 432	45% 472	11% 114	3% 29	1,047	3.25
Public Works	23% 199	54% 471	20% 173	4% 31	874	2.96
Senior Activity Center	32% 207	48% 310	17% 112	2% 12	641	3.11
Shoreline Metro	20% 148	53% 394	23% 173	4% 30	745	2.89
Water Utility	28% 255	53% 483	17% 158	3% 23	919	3.06

### Q17 ¿Cómo calificaría los servicios generales recibidos de los siguientes departamentos?

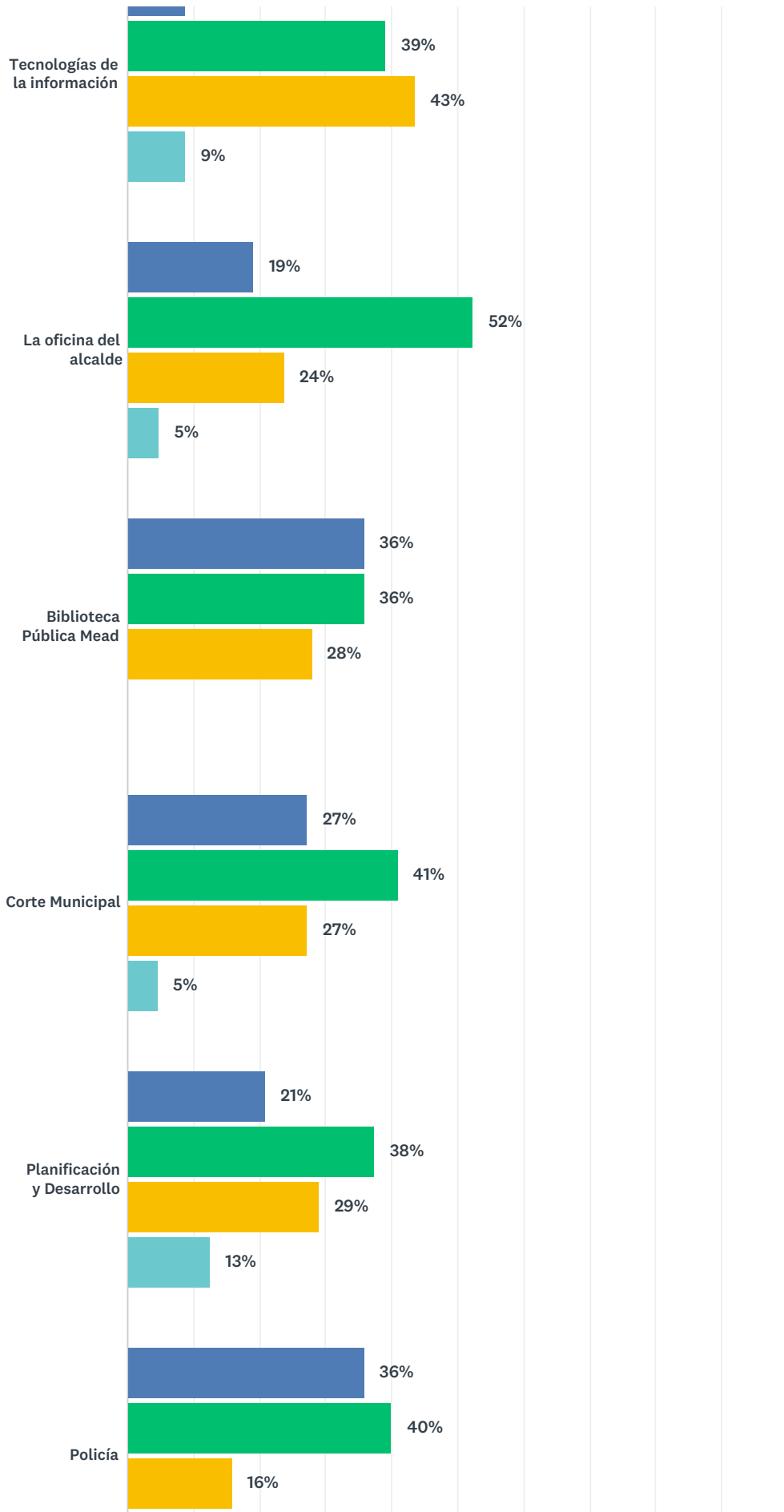
Answered: 28 Skipped: 1



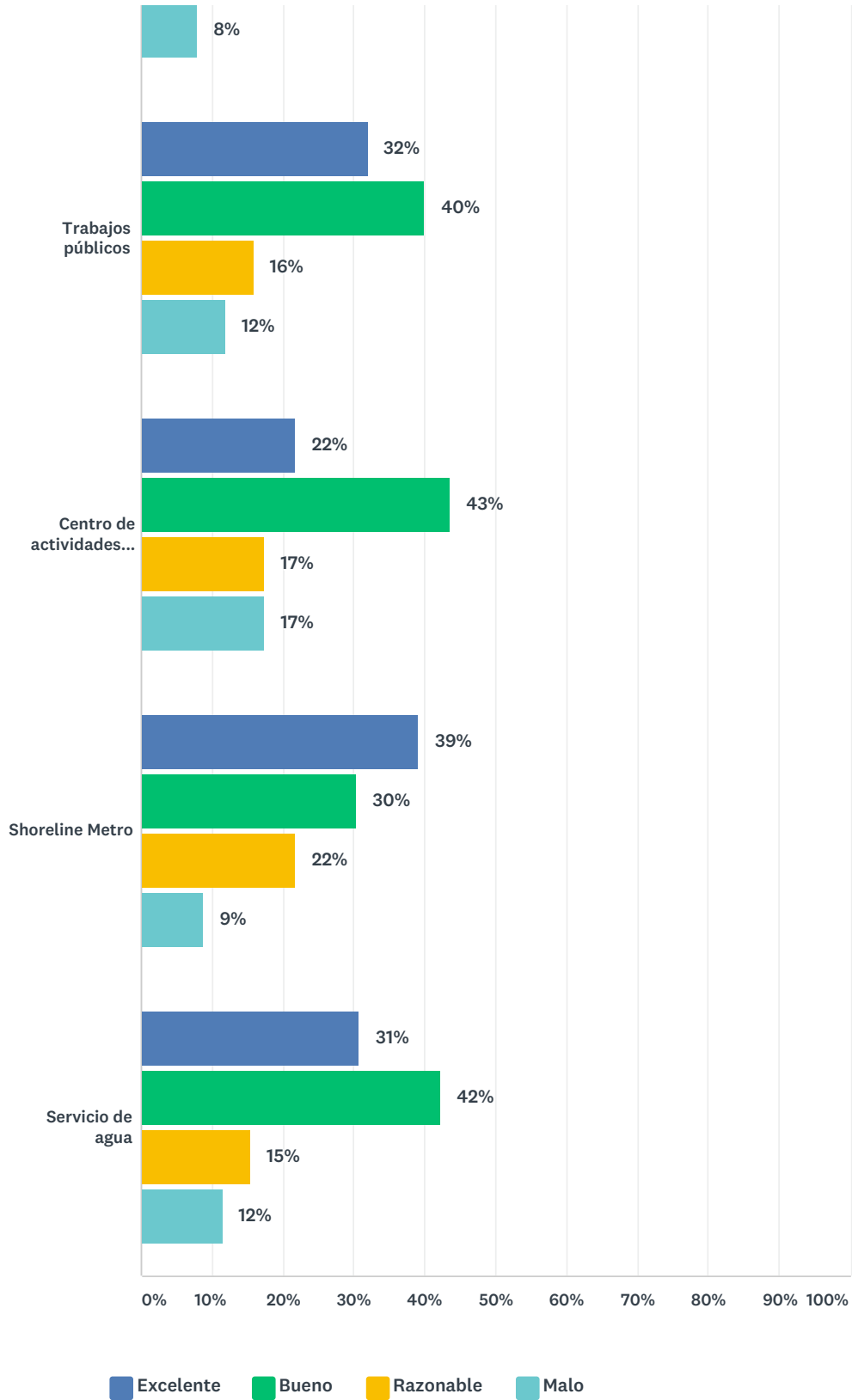
Encuesta para la Comunidad en Sheboygan 2019



# Encuesta para la Comunidad en Sheboygan 2019



## Encuesta para la Comunidad en Sheboygan 2019



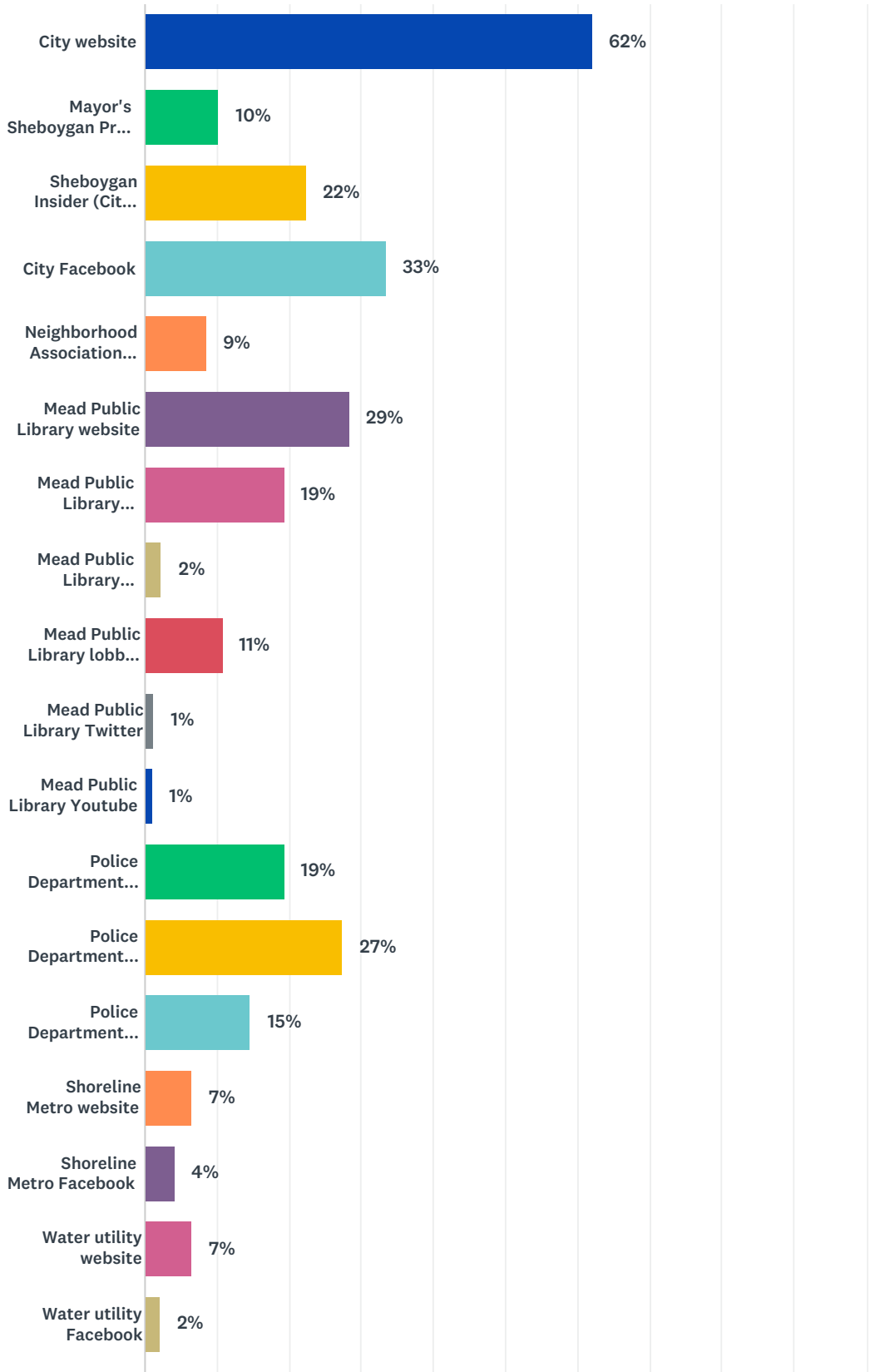
	EXCELENTE	BUENO	RAZONABLE	MALO	TOTAL	WEIGHTED AVERAGE
Inspección de edificios	18% 4	50% 11	27% 6	5% 1	22	2.82
Oficina del administrador de la ciudad	24% 5	43% 9	24% 5	10% 2	21	2.81

## Encuesta para la Comunidad en Sheboygan 2019

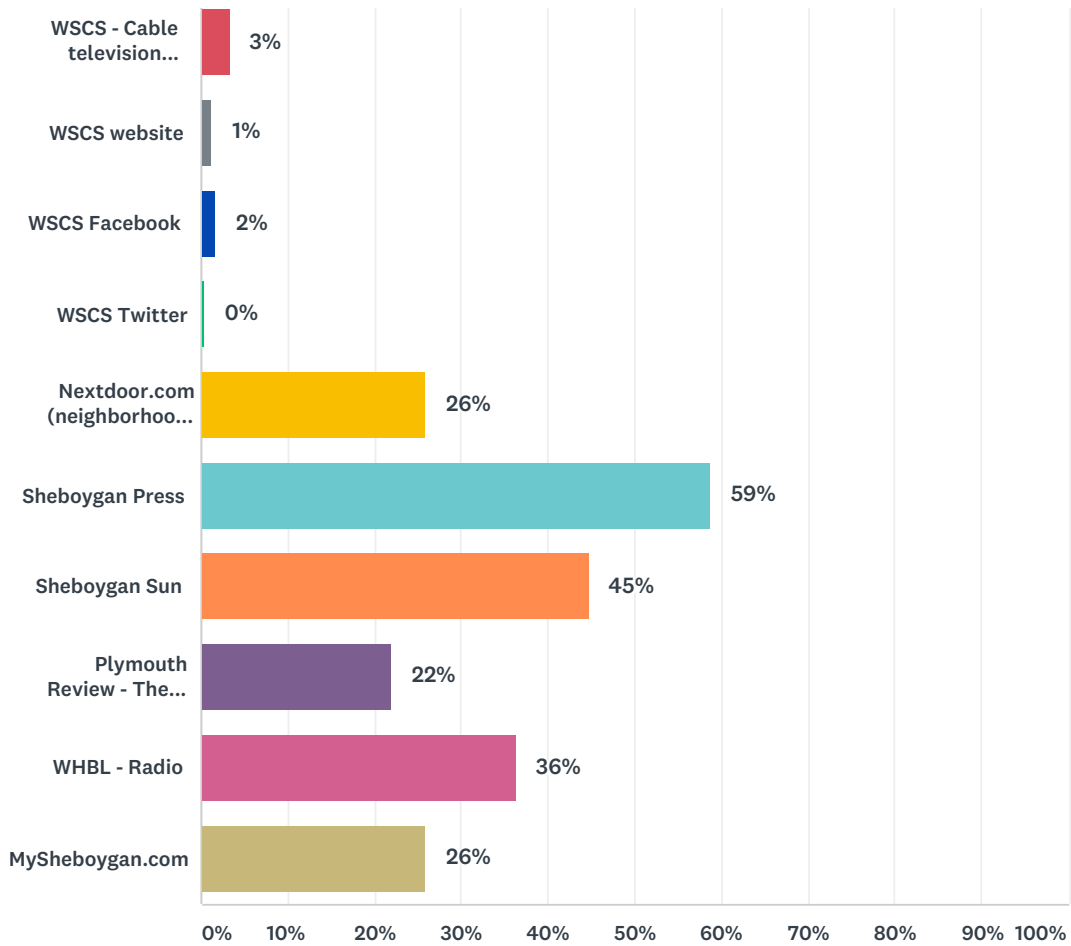
Oficina del Abogado de la Ciudad	20% 4	35% 7	40% 8	5% 1	20	2.70
Oficina del Secretario Municipal	25% 5	40% 8	30% 6	5% 1	20	2.85
Consejo Común	20% 4	45% 9	30% 6	5% 1	20	2.80
Evaluación de la propiedad	26% 6	26% 6	39% 9	9% 2	23	2.70
Financiación	13% 3	48% 11	30% 7	9% 2	23	2.65
Fuego	10% 2	50% 10	35% 7	5% 1	20	2.65
Recursos humanos	29% 7	33% 8	33% 8	4% 1	24	2.88
Autoridad de vivienda	17% 4	43% 10	30% 7	9% 2	23	2.70
Tecnologías de la información	9% 2	39% 9	43% 10	9% 2	23	2.48
La oficina del alcalde	19% 4	52% 11	24% 5	5% 1	21	2.86
Biblioteca Pública Mead	36% 9	36% 9	28% 7	0% 0	25	3.08
Corte Municipal	27% 6	41% 9	27% 6	5% 1	22	2.91
Planificación y Desarrollo	21% 5	38% 9	29% 7	13% 3	24	2.67
Policía	36% 9	40% 10	16% 4	8% 2	25	3.04
Trabajos públicos	32% 8	40% 10	16% 4	12% 3	25	2.92
Centro de actividades para personas mayores	22% 5	43% 10	17% 4	17% 4	23	2.70
Shoreline Metro	39% 9	30% 7	22% 5	9% 2	23	3.00
Servicio de agua	31% 8	42% 11	15% 4	12% 3	26	2.92

Q18 Which of the following, if any, do you use for information about the City of Sheboygan? Check all that apply.

Answered: 1,188 Skipped: 60



## 2019 City of Sheboygan Community Survey



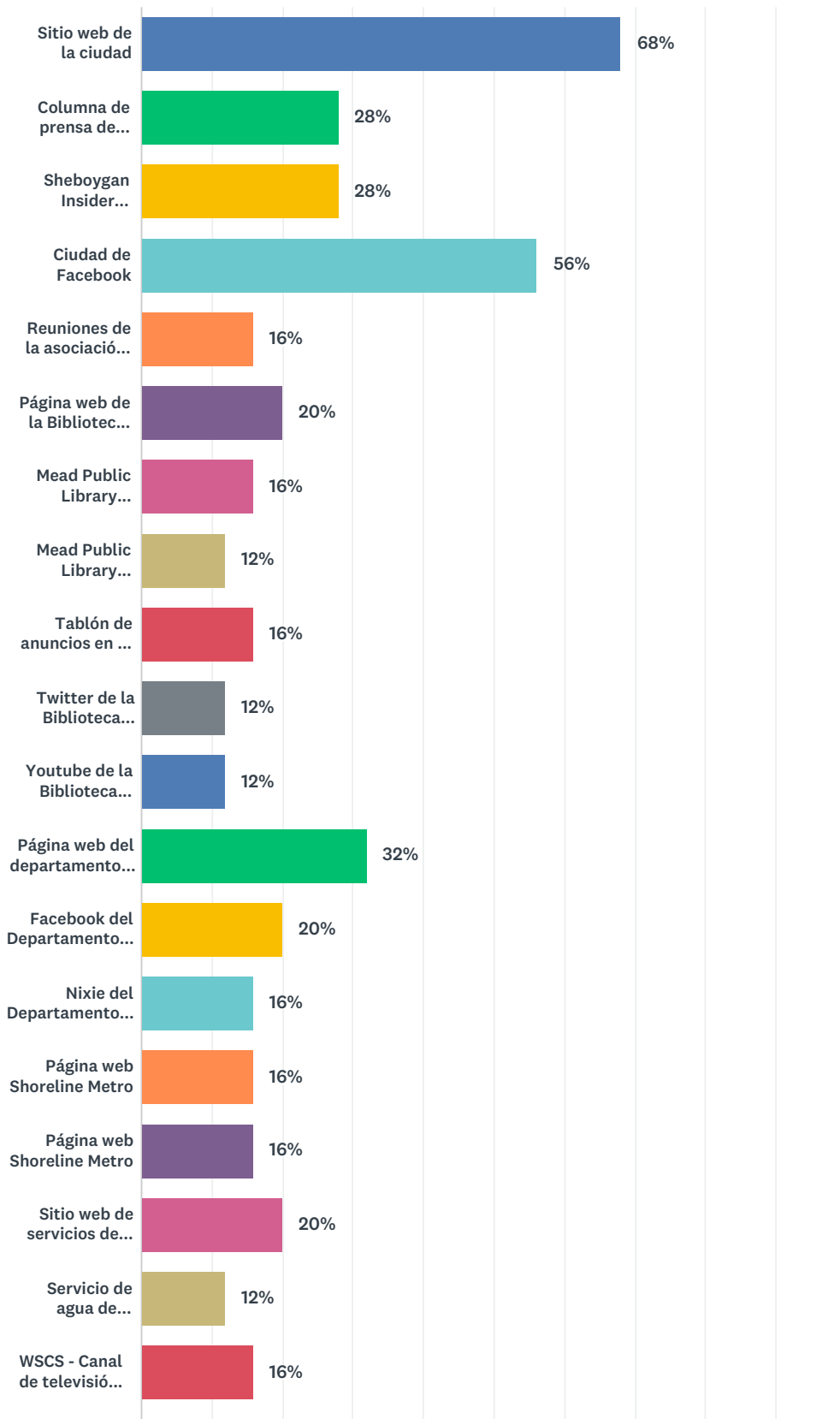
ANSWER CHOICES	RESPONSES	
City website	62%	738
Mayor's Sheboygan Press Column	10%	122
Sheboygan Insider (City's monthly e-newsletter)	22%	267
City Facebook	33%	397
Neighborhood Association meetings	9%	102
Mead Public Library website	29%	339
Mead Public Library Facebook	19%	231
Mead Public Library Instagram	2%	28
Mead Public Library lobby bulletin board	11%	129
Mead Public Library Twitter	1%	14
Mead Public Library Youtube	1%	12
Police Department website	19%	230
Police Department Facebook	27%	325
Police Department Nixie	15%	173
Shoreline Metro website	7%	78

## 2019 City of Sheboygan Community Survey

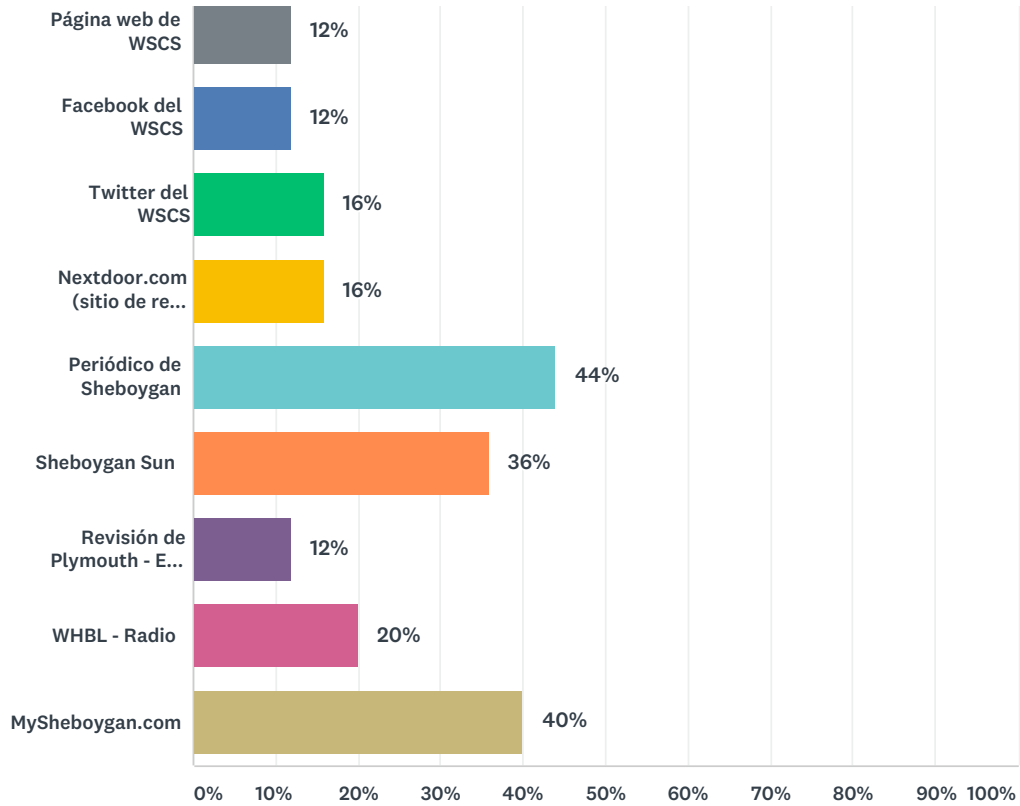
Shoreline Metro Facebook	4%	50
Water utility website	7%	78
Water utility Facebook	2%	25
WSCS - Cable television channel	3%	41
WSCS website	1%	14
WSCS Facebook	2%	19
WSCS Twitter	0%	4
Nextdoor.com (neighborhood social-networking site)	26%	309
Sheboygan Press	59%	699
Sheboygan Sun	45%	533
Plymouth Review - The Beacon	22%	260
WHBL - Radio	36%	433
MySheboygan.com	26%	307
Total Respondents: 1,188		

Q18 ¿Cuál de los siguientes, en su caso, utiliza para obtener información sobre la Ciudad de Sheboygan? Marque todo lo que corresponda.

Answered: 25 Skipped: 4



## Encuesta para la Comunidad en Sheboygan 2019



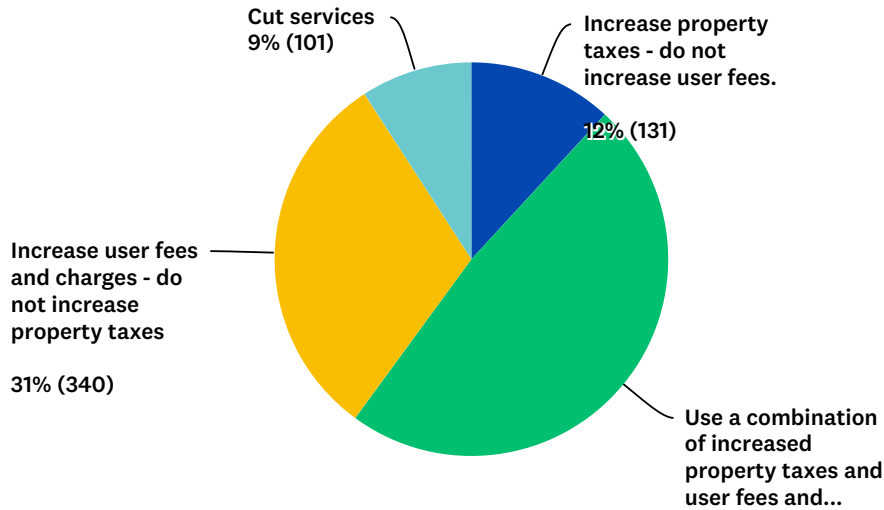
ANSWER CHOICES	RESPONSES	
Sitio web de la ciudad	68%	17
Columna de prensa de Sheboygan del alcalde	28%	7
Sheboygan Insider (boletín electrónico mensual de la ciudad)	28%	7
Ciudad de Facebook	56%	14
Reuniones de la asociación de vecinos	16%	4
Página web de la Biblioteca Pública Mead	20%	5
Mead Public Library Facebook	16%	4
Mead Public Library Instagram	12%	3
Tablón de anuncios en la entrada de la Biblioteca Pública de Mead	16%	4
Twitter de la Biblioteca Pública de Mead	12%	3
Youtube de la Biblioteca Pública Mead	12%	3
Página web del departamento de policía	32%	8
Facebook del Departamento de Policía	20%	5
Nixie del Departamento de Policía	16%	4
Página web Shoreline Metro	16%	4
Página web Shoreline Metro	16%	4
Sitio web de servicios de agua	20%	5
Servicio de agua de Facebook	12%	3
WSCS - Canal de televisión por cable	16%	4

## Encuesta para la Comunidad en Sheboygan 2019

Página web de WSCS	12%	3
Facebook del WSCS	12%	3
Twitter del WSCS	16%	4
Nextdoor.com (sitio de redes sociales del barrio)	16%	4
Periódico de Sheboygan	44%	11
Sheboygan Sun	36%	9
Revisión de Plymouth - El faro	12%	3
WHBL - Radio	20%	5
MySheboygan.com	40%	10
Total Respondents: 25		

Q19 The cost of providing city services continues to rise due to a number of factors. Those city services can be paid through property taxes, direct user fees and charges, or a combination of both. How would you prefer the city address rising costs? Please choose one answer.

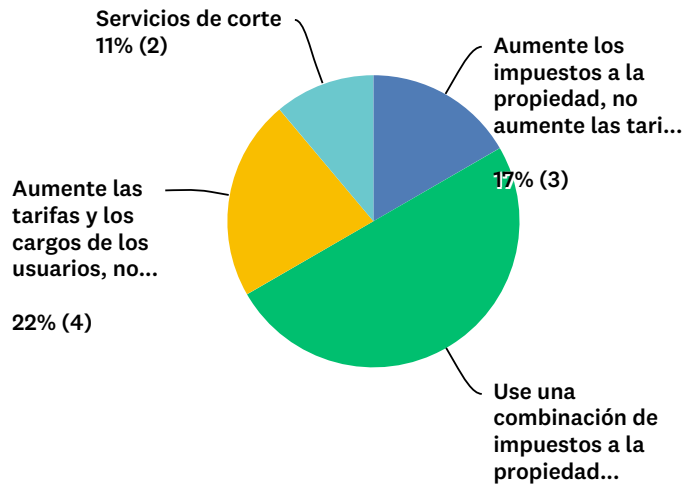
Answered: 1,237 Skipped: 11



ANSWER CHOICES	RESPONSES	
Increase property taxes - do not increase user fees.	12%	131
Use a combination of increased property taxes and user fees and charges	48%	532
Increase user fees and charges - do not increase property taxes	31%	340
Cut services	9%	101
<b>TOTAL</b>		<b>1,104</b>

**Q19 El costo para brindar servicios a la ciudad continúa aumentando debido a una serie de factores. Esos servicios de la ciudad pueden pagarse a través de impuestos a la propiedad, tarifas y cargos directos del usuario o una combinación de ambos. ¿Cómo preferiría que la ciudad recaude dinero para el aumento de los costos? Por favor, elija una respuesta.**

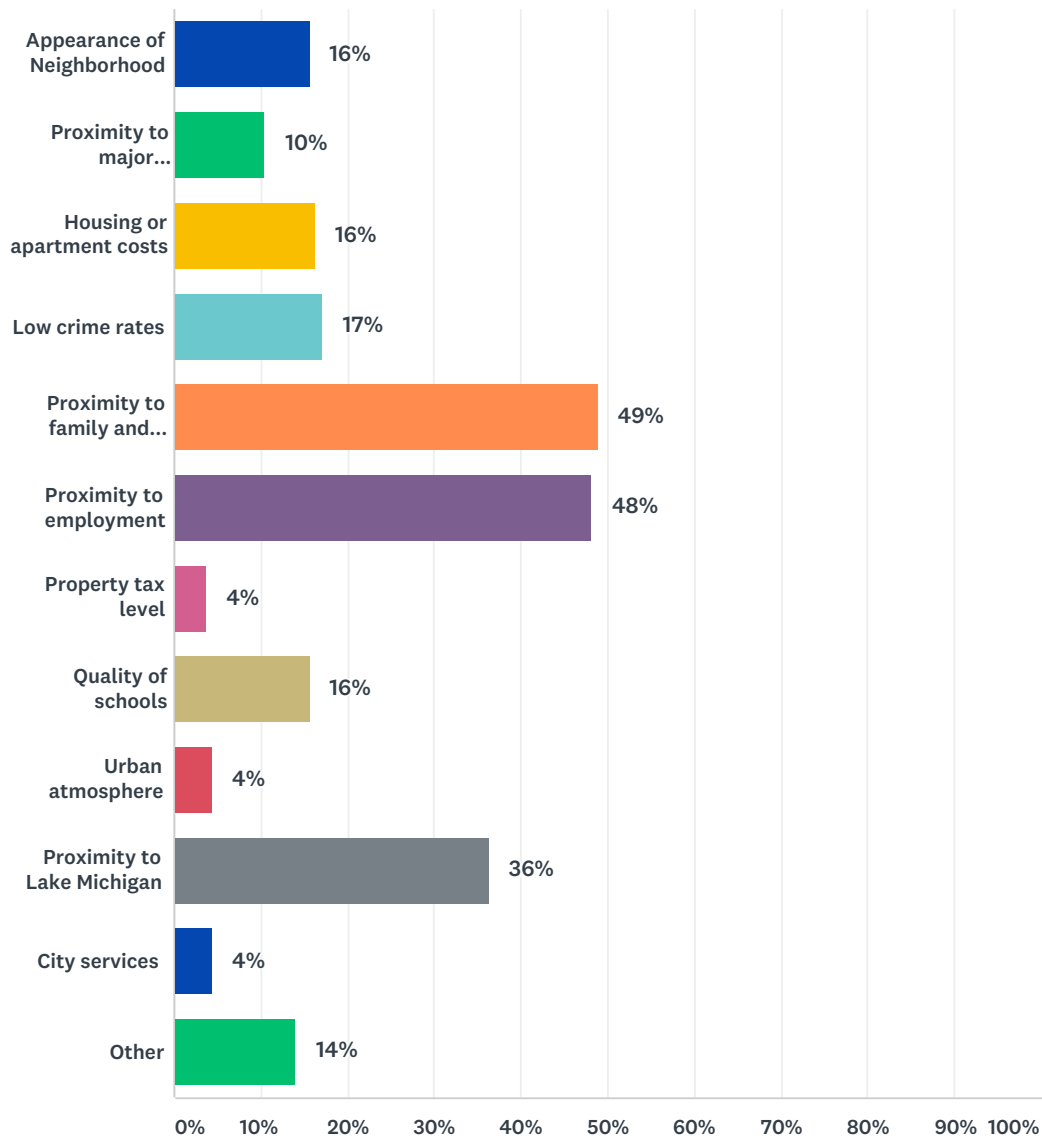
Answered: 26 Skipped: 3



ANSWER CHOICES	RESPONSES	
Aumente los impuestos a la propiedad, no aumente las tarifas de los usuarios.	17%	3
Use una combinación de impuestos a la propiedad incrementados y tarifas y cargos del usuario	50%	9
Aumente las tarifas y los cargos de los usuarios, no aumente los impuestos a la propiedad	22%	4
Servicios de corte	11%	2
<b>TOTAL</b>		<b>18</b>

## Q20 What are the most important reasons you or your family chose Sheboygan as a place to live? Choose only 3.

Answered: 1,248 Skipped: 0



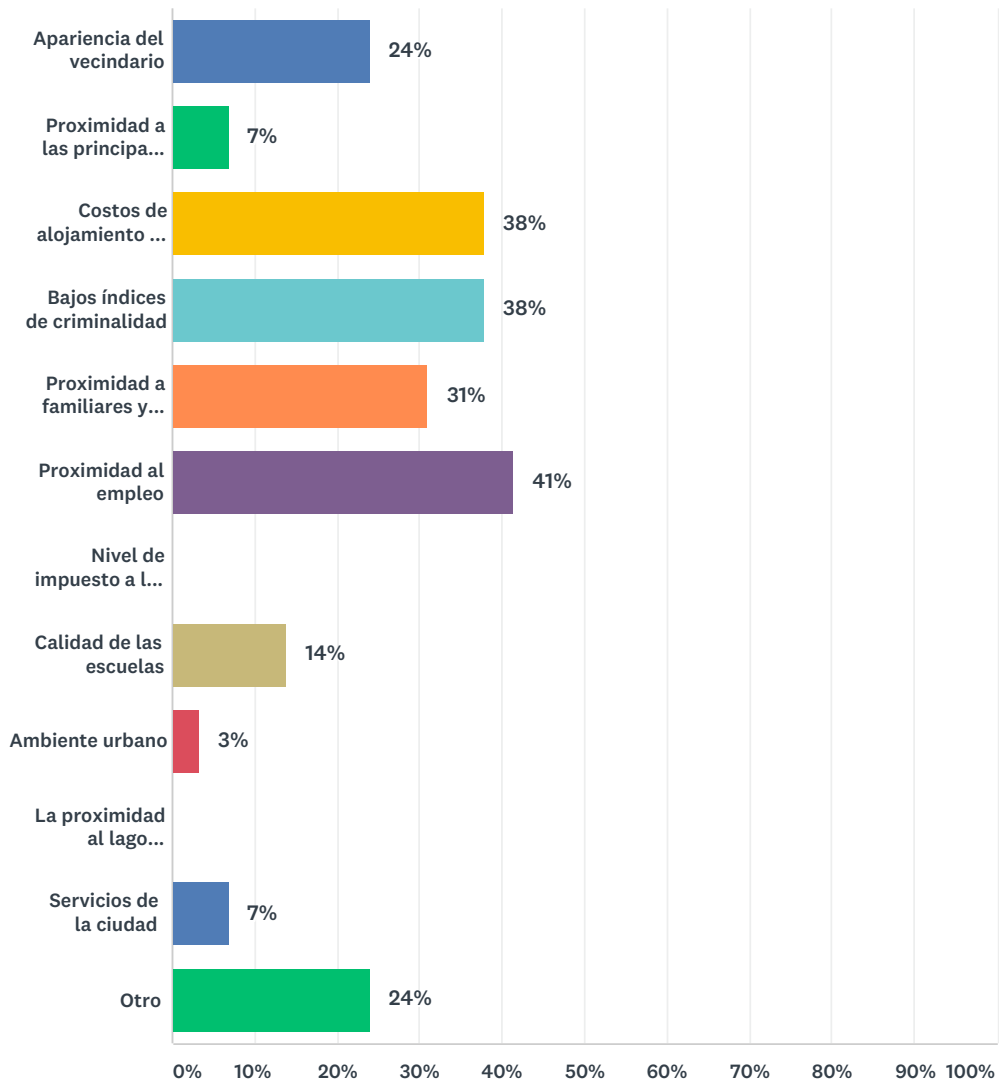
ANSWER CHOICES	RESPONSES	
Appearance of Neighborhood	16%	196
Proximity to major metropolitan areas	10%	131
Housing or apartment costs	16%	204
Low crime rates	17%	215
Proximity to family and friends	49%	610
Proximity to employment	48%	601
Property tax level	4%	46

## 2019 City of Sheboygan Community Survey

Quality of schools	16%	197
Urban atmosphere	4%	56
Proximity to Lake Michigan	36%	454
City services	4%	56
Other	14%	176
Total Respondents: 1,248		

## Q20 ¿Cuáles son las razones más importantes por las que usted o su familia eligieron a Sheboygan como un lugar para vivir? Elige solo 3

Answered: 29 Skipped: 0



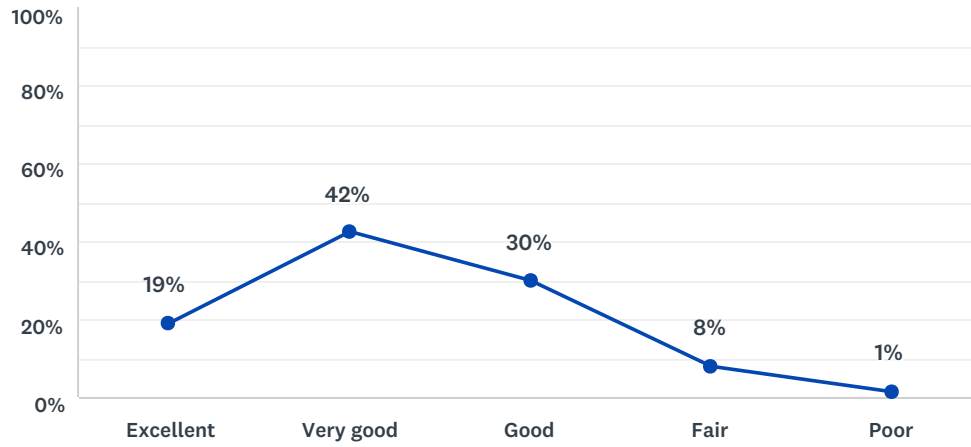
ANSWER CHOICES	RESPONSES	
Apariencia del vecindario	24%	7
Proximidad a las principales áreas metropolitanas.	7%	2
Costos de alojamiento o apartamento.	38%	11
Bajos índices de criminalidad	38%	11
Proximidad a familiares y amigos.	31%	9
Proximidad al empleo	41%	12
Nivel de impuesto a la propiedad	0%	0
Calidad de las escuelas	14%	4
Ambiente urbano	3%	1

Encuesta para la Comunidad en Sheboygan 2019

La proximidad al lago Michigan	0%	0
Servicios de la ciudad	7%	2
Otro	24%	7
Total Respondents: 29		

## Q21 In general, when compared to most people your age, how would you rate your health?

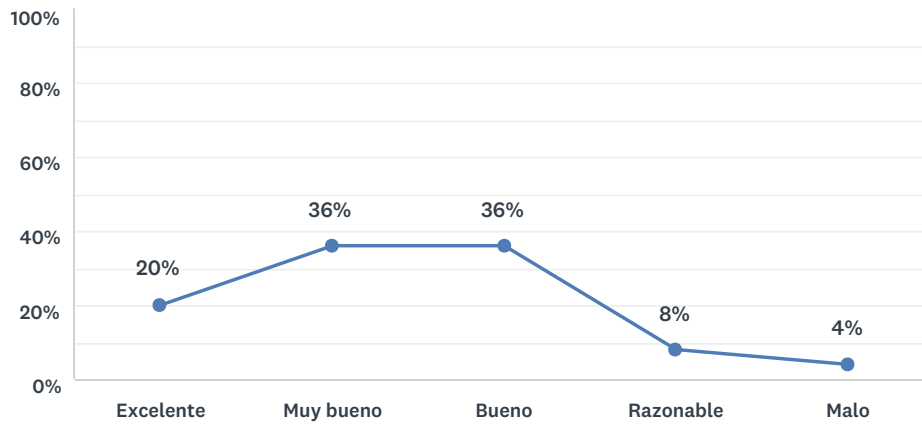
Answered: 1,244 Skipped: 4



ANSWER CHOICES	RESPONSES	
Excellent	19%	236
Very good	42%	528
Good	30%	372
Fair	8%	98
Poor	1%	17
Total Respondents: 1,244		

## Q21 En general, en comparación con la mayoría de las personas de su edad, ¿cómo calificaría su salud?

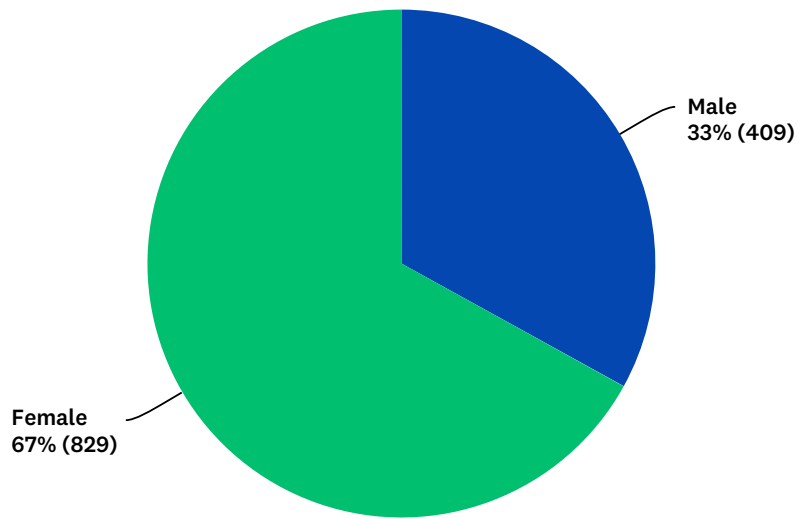
Answered: 25 Skipped: 4



ANSWER CHOICES	RESPONSES	
Excelente	20%	5
Muy bueno	36%	9
Bueno	36%	9
Razonable	8%	2
Malo	4%	1
Total Respondents: 25		

## Q22 Are you male or female?

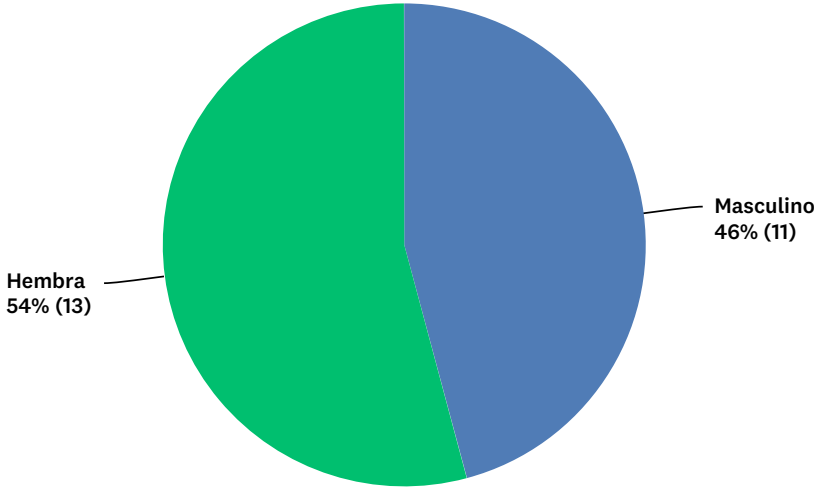
Answered: 1,238 Skipped: 10



ANSWER CHOICES	RESPONSES	
Male	33%	409
Female	67%	829
TOTAL		1,238

### Q22 ¿Es hombre o mujer?

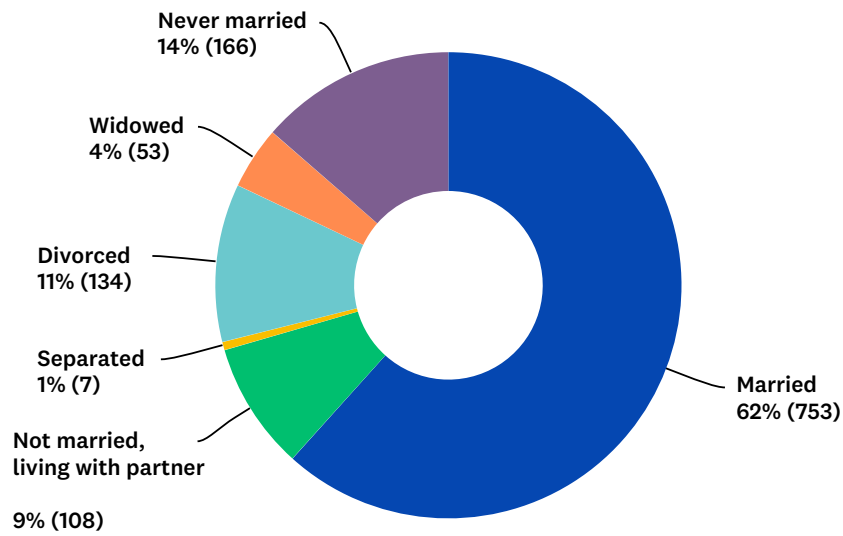
Answered: 24 Skipped: 5



ANSWER CHOICES	RESPONSES	
Masculino	46%	11
Hembra	54%	13
TOTAL		24

## Q24 What is your current marital status?

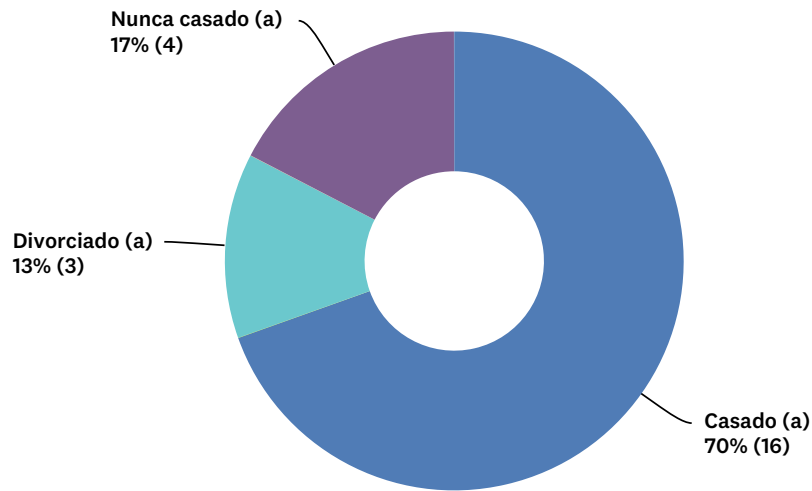
Answered: 1,221 Skipped: 27



ANSWER CHOICES	RESPONSES	
Married	62%	753
Not married, living with partner	9%	108
Separated	1%	7
Divorced	11%	134
Widowed	4%	53
Never married	14%	166
<b>TOTAL</b>		<b>1,221</b>

## Q24 ¿Cuál es su estado civil actual?

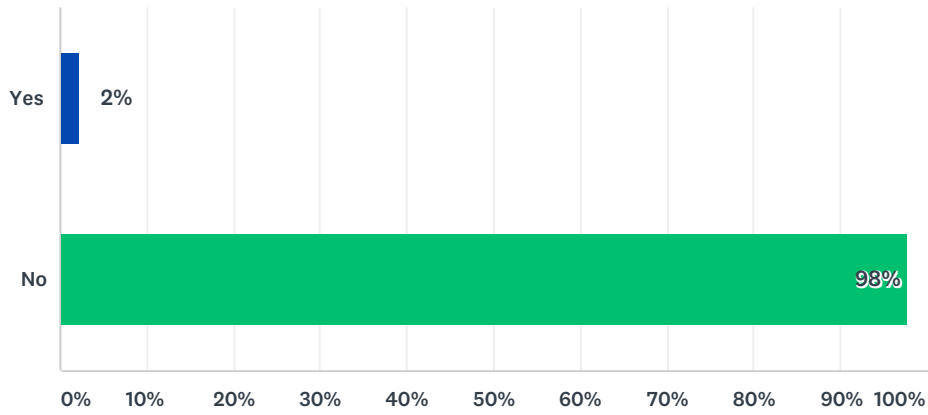
Answered: 23 Skipped: 6



ANSWER CHOICES	RESPONSES	
Casado (a)	70%	16
No casado, viviendo con pareja	0%	0
Separado (a)	0%	0
Divorciado (a)	13%	3
Viudo (a)	0%	0
Nunca casado (a)	17%	4
<b>TOTAL</b>		<b>23</b>

## Q25 Are you of Hispanic, Spanish, Latino origin or descent?

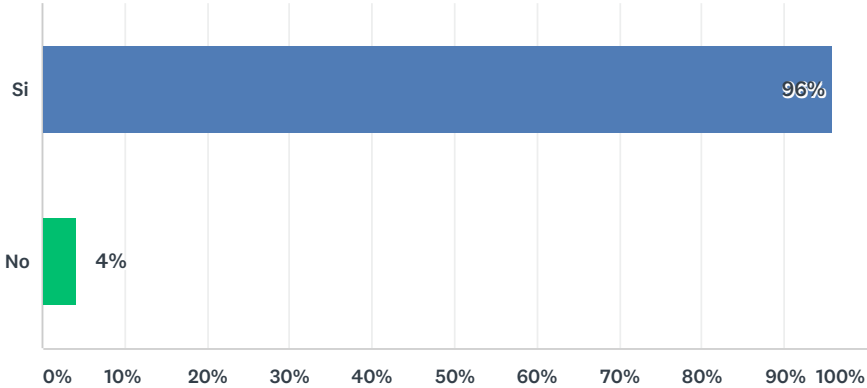
Answered: 1,211 Skipped: 37



ANSWER CHOICES	RESPONSES	
Yes	2%	28
No	98%	1,183
TOTAL		1,211

### Q25 ¿Es de origen hispano, español, latino o descendiente?

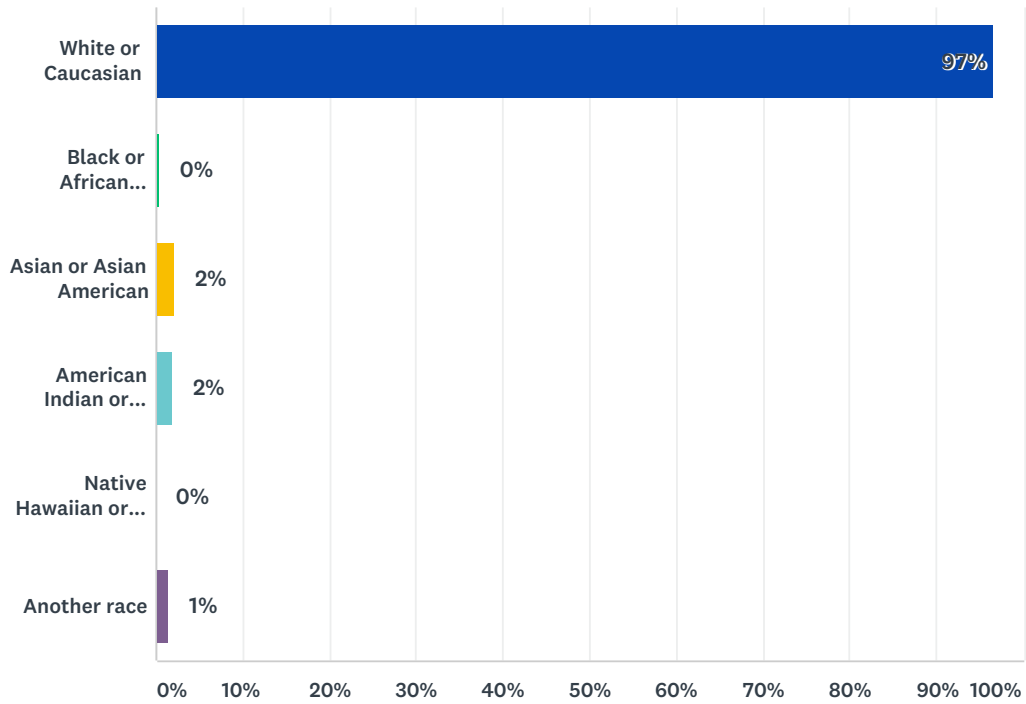
Answered: 24 Skipped: 5



ANSWER CHOICES	RESPONSES	
Si	96%	23
No	4%	1
TOTAL		24

## Q26 What is your race and/or ethnicity? [CHECK ALL THAT APPLY]

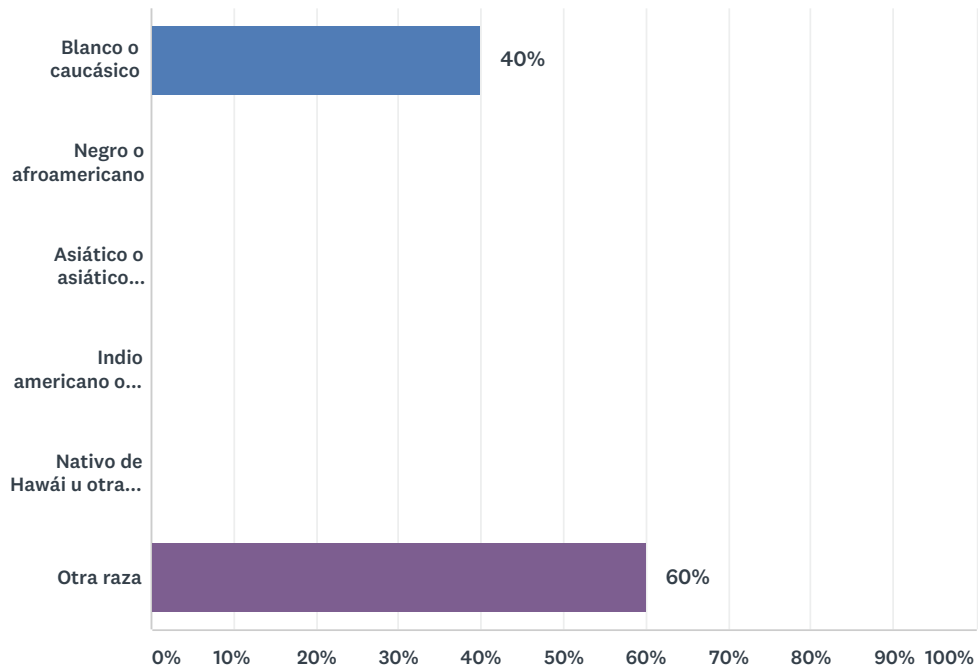
Answered: 1,225 Skipped: 23



ANSWER CHOICES	RESPONSES	
White or Caucasian	97%	1,183
Black or African American	0%	5
Asian or Asian American	2%	25
American Indian or Alaska Native	2%	22
Native Hawaiian or other Pacific Islander	0%	1
Another race	1%	18
Total Respondents: 1,225		

## Q26 ¿Cuál es su raza y / o etnicidad? [MARQUE TODO LO QUE CORRESPONDA]

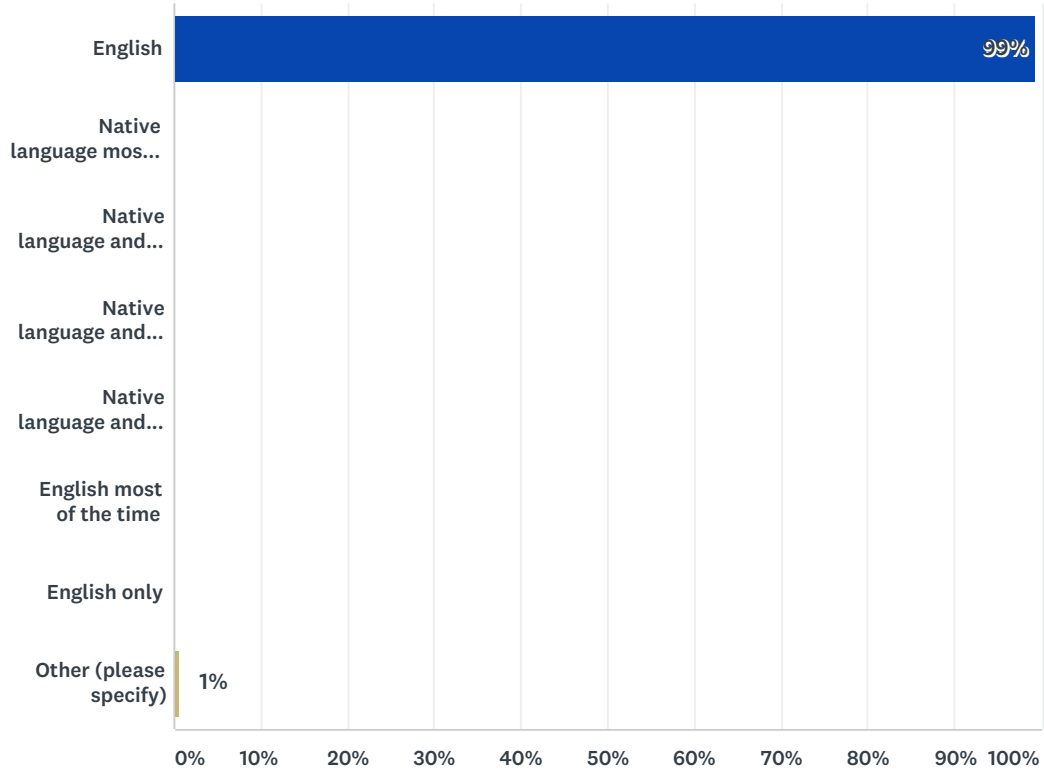
Answered: 15 Skipped: 14



ANSWER CHOICES	RESPONSES	
Blanco o caucásico	40%	6
Negro o afroamericano	0%	0
Asiático o asiático americano	0%	0
Indio americano o nativo de Alaska	0%	0
Nativo de Hawái u otra isla del Pacífico	0%	0
Otra raza	60%	9
Total Respondents: 15		

## Q27 What is your preferred language for city communication?

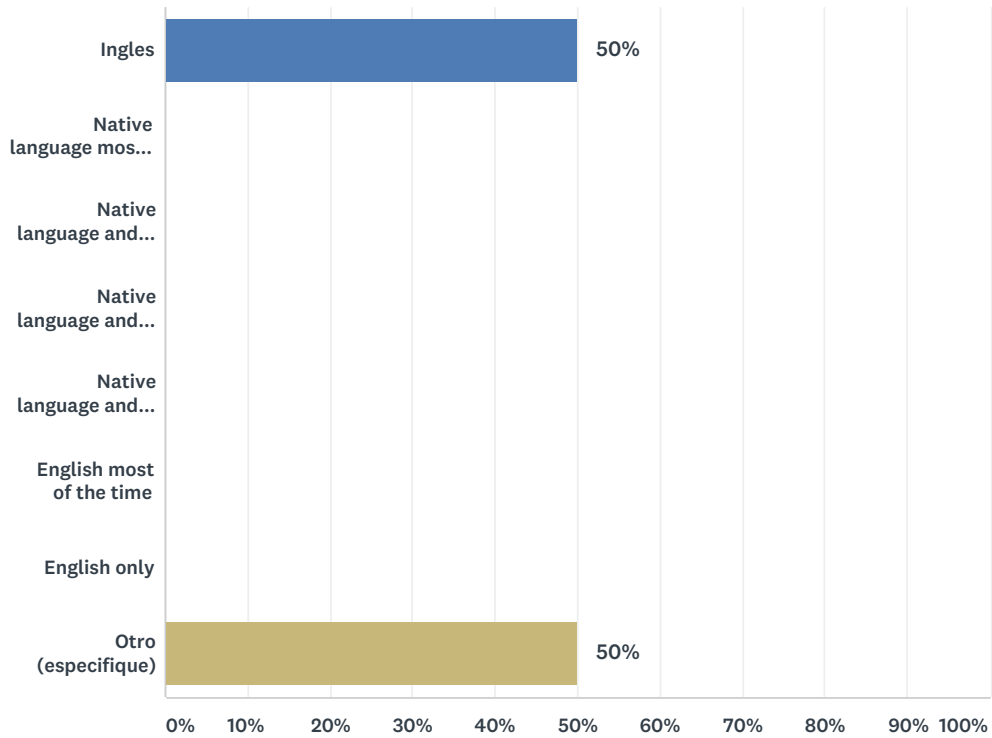
Answered: 1,234 Skipped: 14



ANSWER CHOICES	RESPONSES	
English	99%	1,227
Native language most of the time	0%	0
Native language and English equally but prefer native language	0%	0
Native language and English equally and do not have a preference	0%	0
Native language and English equally but prefer English	0%	0
English most of the time	0%	0
English only	0%	0
Other (please specify)	1%	7
<b>TOTAL</b>		<b>1,234</b>

## Q27 ¿Cuál es su idioma preferido para la comunicación de la ciudad?

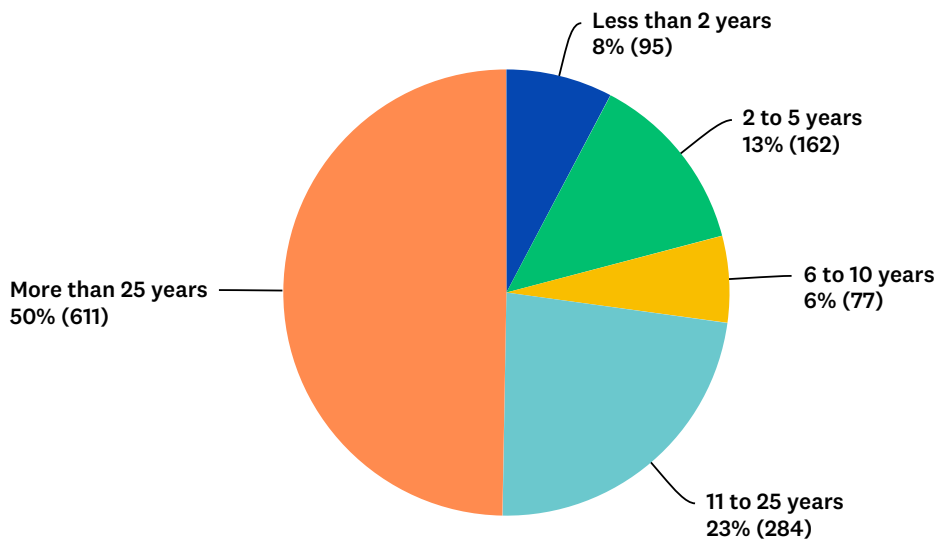
Answered: 24 Skipped: 5



ANSWER CHOICES	RESPONSES	
Ingles	50%	12
Native language most of the time	0%	0
Native language and English equally but prefer native language	0%	0
Native language and English equally and do not have a preference	0%	0
Native language and English equally but prefer English	0%	0
English most of the time	0%	0
English only	0%	0
Otro (especifico)	50%	12
<b>TOTAL</b>		<b>24</b>

## Q28 How long have you lived in Sheboygan?

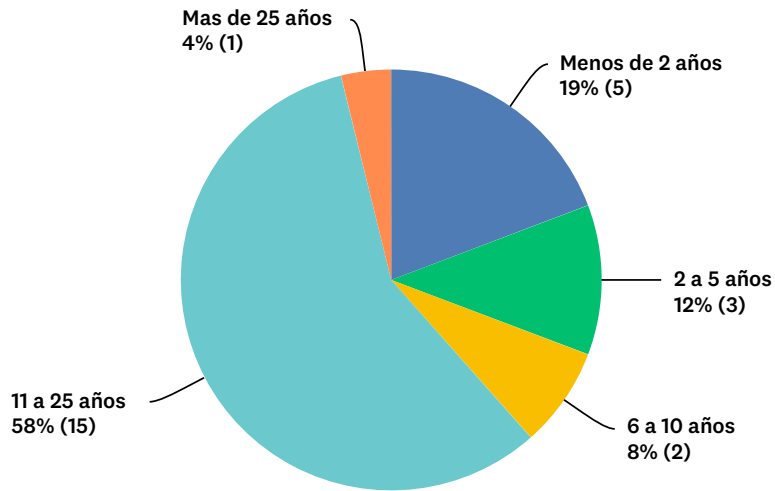
Answered: 1,229 Skipped: 19



ANSWER CHOICES	RESPONSES	
Less than 2 years	8%	95
2 to 5 years	13%	162
6 to 10 years	6%	77
11 to 25 years	23%	284
More than 25 years	50%	611
<b>TOTAL</b>		<b>1,229</b>

## Q28 ¿Cuánto tiempo ha vivido en Sheboygan?

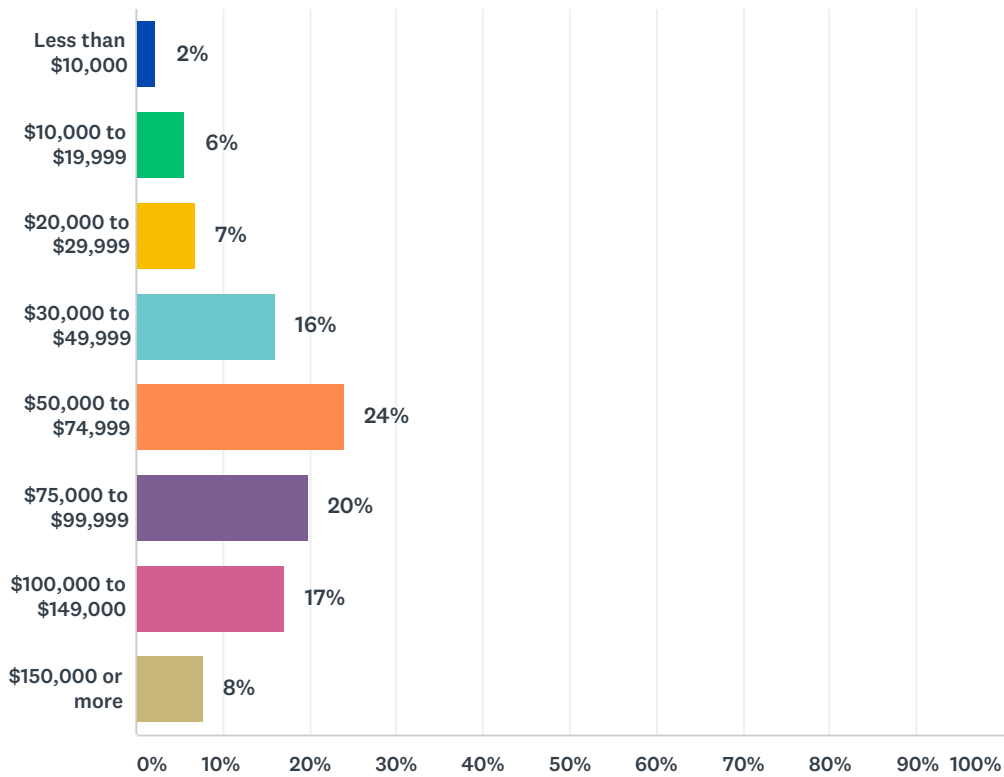
Answered: 26 Skipped: 3



ANSWER CHOICES	RESPONSES	
Menos de 2 años	19%	5
2 a 5 años	12%	3
6 a 10 años	8%	2
11 a 25 años	58%	15
Mas de 25 años	4%	1
<b>TOTAL</b>		<b>26</b>

## Q29 What was your annual household income before taxes in the most recent tax year?

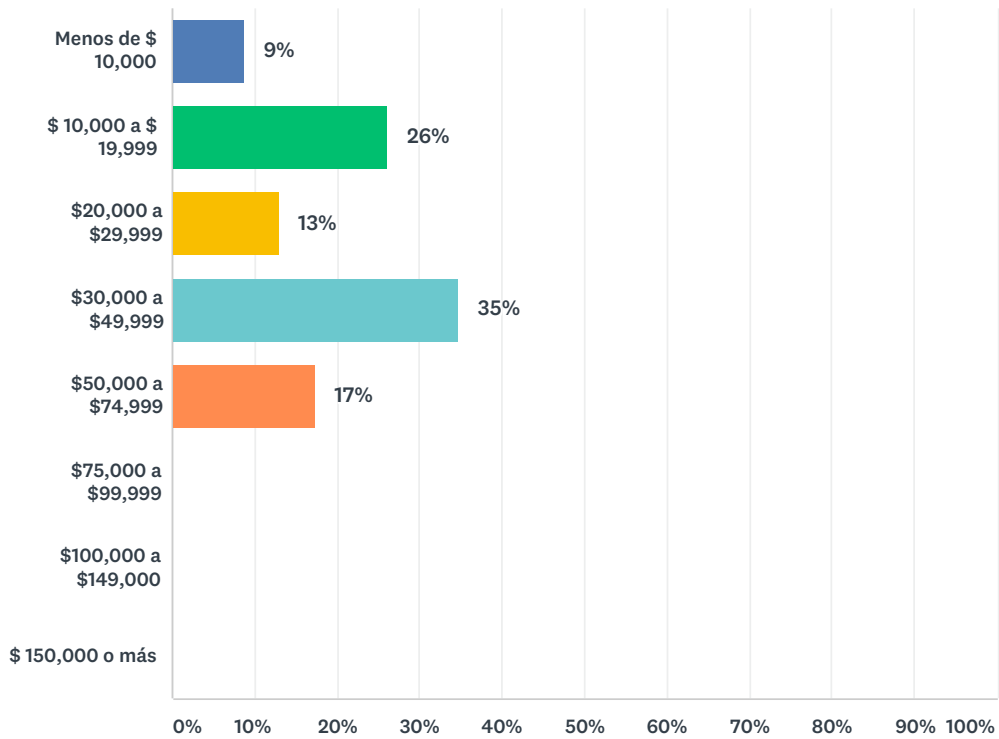
Answered: 1,189 Skipped: 59



ANSWER CHOICES	RESPONSES	
Less than \$10,000	2%	28
\$10,000 to \$19,999	6%	67
\$20,000 to \$29,999	7%	81
\$30,000 to \$49,999	16%	192
\$50,000 to \$74,999	24%	286
\$75,000 to \$99,999	20%	237
\$100,000 to \$149,000	17%	205
\$150,000 or more	8%	93
<b>TOTAL</b>		<b>1,189</b>

## Q29 ¿Cuál fue el ingreso anual de su hogar antes de impuestos en el año fiscal más reciente?

Answered: 23 Skipped: 6



ANSWER CHOICES	RESPONSES	
Menos de \$ 10,000	9%	2
\$ 10,000 a \$ 19,999	26%	6
\$20,000 a \$29,999	13%	3
\$30,000 a \$49,999	35%	8
\$50,000 a \$74,999	17%	4
\$75,000 a \$99,999	0%	0
\$100,000 a \$149,000	0%	0
\$ 150,000 o más	0%	0
<b>TOTAL</b>		<b>23</b>

Q30 The city is reviewing its list of critical projects and potential new initiatives for implementation in 2019 and 2020. Please share with us any projects or initiatives that you would like the city to pursue in 2019 and 2020.

services residents public Better roads repair access apartments start many None  
places bike lanes things condos Please years one around affordable housing  
lot restaurants s Also walking community lighting Fix projects  
Fix streets clean road repair help buildings lake improve  
activities make options Street repair space new low  
better run people events need Stop streets  
families city provide roads time Sheboygan old  
area Armory parking think Fix roads support work  
affordable businesses add Continue way keep improvements go  
property use know Increase children N development housing along Bring  
trees shopping garbage neighborhoods town sidewalks come downtown  
planning living city streets see nice safe No drive attract take will

Q30 La ciudad está revisando una lista de proyectos muy críticos y nuevos potenciales iniciativas para su implementación en 2019 y 2020. Comparta con nosotros cualquier proyecto o iniciativa que desee que la ciudad realice en 2019 y 2020

para Street de y la

Q31 Please share with us any comments about city government and related services/projects you wish to make.

feel transportation Stop bring business old money move one look going property taxes  
lot excellent way projects love s nice costs take whole parks trying great job  
city government higher mayor think city Please us many land  
housing improve building pay roads care Na really  
people citizens Sheboygan fix N neighborhood  
None well city taxes need meetings good good job  
make seem work live streets years keep armory  
services library see happening community cut think Kohler golf course  
area apartments help place new residents things downtown also city hall  
Fix roads great job time street repair will public works police Overall family drive  
come put improvement needs stop continue Stop building know use

Q31 Comparta con nosotros cualquier comentario sobre el gobierno de la ciudad y los servicios / proyectos relacionados que desee realizar.

y Driver License **la** latinos **en** servicios los hispanos

11

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

Submitting various license applications.

\_\_\_\_\_  
City Clerk

Amusements

<u>No.</u>	<u>Name</u>	<u>Address</u>
3362	Jay's	1710 Indiana Avenue

Temporary Beverage Operators License

<u>No.</u>	<u>Name</u>	<u>Address</u>
8497	Collins, David S.	3919 Mendocino Lane #304
8883	Hayward, Mary C.	427 Clifton Avenue
0239	Swearingen, William D.	718 Cardinal Lane, Howards Grove

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1842	Early Bird Rotary Foundation	PO Box 64 - One day event to be held 07/19/19 at Fountain Park to include beer and wine.
2633	Sheboygan Blue Line Association	1202 Wildwood Drive - Two day event to be held 03/15/19 & 03/16/19.
3167	St. Clements Church	522 New York Avenue - One day event to be held 02/16/19 at St. Dominics-2133 N. 22 <sup>nd</sup> Street in gymnasium.

Consent.

III

Res. No. \_\_\_\_\_ - 18 - 19. By Alderpersons Rindfleisch and Trester.  
February 4, 2019.

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. 15<sup>th</sup> Street to N. 21<sup>st</sup> Street.

RESOLVED: That the existing lead and/or galvanized iron water lateral(s) from the main to the curb stop, be replaced with copper or plastic, of appropriate size in North Avenue from N. 15<sup>th</sup> Street to N. 21<sup>st</sup> Street, is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.0703, Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers under §66.0703, Stats., for the aforestated municipal purpose.

BE IT FURTHER RESOLVED: That the Water Utility is hereby authorized and directed to prepare a report in accordance with §66.0703(4) and §66.0703(5), Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police power
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the expenses so incurred in excess of \$100.00 may be paid in five (5) annual installments, ten (10) annual installments if the expense exceeds \$5,000.00 for a single parcel of property, under §66.0703, Stats., with interest thereon at seven percent (7%) commencing the first of the month following the completion of thirty (30) days after publication of the installment assessment notice.

Consent

BE IT FURTHER RESOLVED: That the Water Utility prepare the schedule of the proposed assessments governing such intended project under the provisions of Section 122-98 of the Municipal Code; and, after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

\_\_\_\_\_  
\_\_\_\_\_

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

January 22, 2019

Ms. Meredith DeBruin  
City Clerk  
City of Sheboygan  
Sheboygan, WI 53081

Dear Meredith,

The Sheboygan Water Utility requests that a preliminary resolution be introduced to the Common Council, *at their next meeting on February 4, 2019*, declaring intent to exercise police powers to levy special assessments for the replacement of lead and/or galvanized iron water laterals.

**RESOLVED:** That **existing lead and/or galvanized iron water lateral(s) from the main to the curb stop, be replaced with copper or plastic, of appropriate size**, in the following street(s)/location(s):

**North Avenue from N. 15<sup>th</sup> Street to N. 21<sup>st</sup> Street**

**FURTHER RESOLVED:** That this work is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under 66.0703 Wisconsin Statutes.

Sincerely,

Rich Dale  
Distribution Supervisor  
SHEBOYGAN WATER UTILITY

cc: David Biebel, Director of Public Works  
Ryan Sazama PE, City Engineer  
Chad Pelishek, City Development Manager  
Darrell Hofland, Chief Administrative Officer  
Joe Trueblood PE, Utility Superintendent

VII

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 4, 2019.

Your Committee to whom was referred, pursuant to R. O. No. 168-18-19 by City Clerk submitting various license applications; recommends granting the following license:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0706	Johnson, Marqueta S.	1048 Weeden Creek Road

*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

R. C. No.       - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.  
February 4, 2019.

At its meeting on January 30, 2019, your 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.

At the time scheduled for the hearing, Trevor M. Gohr appeared before the committee. The committee heard testimony from witnesses and considered documentary evidence. Mr. Gohr testified on his own behalf.

The committee found the following facts:

- Count 1: On May 18, 2018, while driving a taxicab with a fare-paying passenger in the City of Sheboygan, Mr. Gohr disobeyed the instructions of an official traffic sign or signal, in violation of §346.04(2), Wis. Stats., as adopted in §70-1, Sheboygan Municipal Code.
- Count 2: On June 7, 2018, while driving a taxicab with a fare-paying passenger in the City of Sheboygan, Mr. Gohr was so engaged with an activity other than driving the vehicle that interfered with his ability to drive the vehicle safely, in violation of §346.89(1), Wis. Stats., as adopted in §70-1, Sheboygan Municipal Code, and his inattentive driving resulted in a crash.

Pursuant to §130-63, Sheboygan Municipal Code, said violations subject the license to non-renewal, revocation, or suspension by the Common Council.

*Consent.*

Based on those findings of fact, your Committee recommends the following:

1. That, based on the licensee's right to object to this Committee's finding under §125.12(2)(b)3, Wis. Stats., 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;
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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. 190 - 18 - 19. By CITY CLERK. December 3, 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>
2511	Arnold, Tasia R.	1424 Mehrtens Avenue
2532	Balde, Damien L.	8913 Lax Chapel Road, Kiel
2532	Berg, Brenda L.	13 Beechwood Drive
0620	Botzau, Heejuna B.	710 Michigan Avenue
6297	Champeau, Heath R.	2113 N. 40 <sup>th</sup> Street
2518	Chavarin, Sergio A.	1217 Kentucky Avenue
2536	Fugate, Dewaine A.	W7760 Plank Road, Glenbeulah
2525	Guevara, Marcos E.	4020 Lakeshore Road
2529	Gutierrez Cruz, Ricardo	4020 Lakeshore Road
2535	Hahn, Melissa J.	1606 N. 10 <sup>th</sup> Street
2515	Krutke, Barbara	2329 S. 15 <sup>th</sup> Street
7320	Lahner, Ryan D.	1218 S. 16 <sup>th</sup> Street
2516	Lahner, Toni	1218 S. 16 <sup>th</sup> Street
4894	Mcdaniel, Cathy J.	2011A S. 12 <sup>th</sup> Street
2534	Mendiola, Ignacio B.	927 Dillingham Avenue
2522	Mercer, Betsy J.	1630 N. 7 <sup>th</sup> Street
2524	Tendolle, Dana K.	1417 Eisner Avenue
2513	Wield, Dexter L.	1424 Mehrtens Avenue
9616	Wolf, Phaedra M.	2313 Broadway Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2514	Koch, Christopher J.	828 N. Water Street Apt. 7

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2049	Alexander, Carrte J.	4325 Morning View Court K104
1982	Bouchard, Robert	819 Humboldt Avenue
1413	Brotz, James E.	2403 S. 8 <sup>th</sup> Street

APS  
12-12  
Hold #8112 (Gdr)

0093 Butler, James D. Jr.	1630 S. 8 <sup>th</sup> Street #A
9554 Champeau, Joseph P.	1821 S. 15 <sup>th</sup> Street
1577 Derosier, Kelly R.	738 Forest Blvd., Sheb. Falls
2429 Enneper, James N.	2220 S. 11 <sup>th</sup> Street
1141 Frank, Jason J.	1504 Michigan Avenue
8112 Gohr, Trevor M.	4213 Autumn Court Apt. B208
1663 Goodwin, David L.	2210 N. 18 <sup>th</sup> Street
2022 Hayden, Michael L.	2260 Menchl Drive, Manitowoc
9948 Hernickle, Pamela A.	1813A S. 13 <sup>th</sup> Street
1639 Montes Aguirre, Victor	1301 S. 7 <sup>th</sup> Street
2474 Neuman, Vivian V.	2201 Erie Avenue Apt. A102
6913 Rios, Ricardo	2619A N. 8 <sup>th</sup> Street
7731 Santana, Reynel	2724 Main Avenue
1477 Shaffer, David C.	2407 S. 8 <sup>th</sup> Street
1149 Stewart, Harvey L.	1416 Illinois Avenue
9814 Torres Maldonado, Silvestre	1833 N. 20 <sup>th</sup> Street
1776 Washington, Tommy D.	1613 N. 17 <sup>th</sup> Street
2383 Wienke, Ashley N.	309 Broadway St. Unit A, Sheb. Falls

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2997	Best Taxi	1937 S. Business Drive
2509	Santanans Limo	2724 Main Avenue
3215	Two Guys Taxi Service	1229 Erie Avenue

MASSAGE ESTABLISHMENT (Renew) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3311	Breiter Beginnings LLC.	510 N. 5 <sup>th</sup> Street
2180	Donna Grady - Massage Therapy	809 N. 8 <sup>th</sup> Street
3336	Entourage Salon and Spa I	726 Michigan Avenue
1205	Jomaji Salon & Spa Inc.	682 South Pier Drive
2437	Paula Kuhn	1508 N. 27 <sup>th</sup> Street
2804	Reflections Spa	725 Blue Harbor Drive
3302	Tangerine Salon	1213 Superior Avenue

MASSAGE ESTABLISHMENT (New) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3372	Sheboygan Massage	841 Riverfront Drive

CLASS "A" BEER LICENSE (June 30, 2018) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3364	Minit Mart #1A	1508 S. 8 <sup>th</sup> Street
3365	Minit Mart #2A	2235 North Avenue
3366	Minit Mart #3A	2420 Calumet Drive
3367	Minit Mart #4A	3715 Washington Avenue
3368	Minit Mart #5A	3626 S. Taylor Drive
3369	Minit Mart #6A	1230 N. Taylor Drive
3370	Minit Mart #7A	1211 Weeden Creek Road
3371	Minit Mart #8A	1006 Geele Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3358	Athanasios Inc.	1402 S. 8 <sup>th</sup> Street

"CLASS C" WINE LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3358	Athanasios Inc.	1402 S. 8 <sup>th</sup> Street

**IV**

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 4, 2019.

Your 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.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

II

3.2

R. O. No. 209 - 18 - 19. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.  
January 21, 2019.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing October 1, 2018 and ending December 31, 2018.

	2016 <u>Actual</u>	Y-T-D <u>12/31/17</u>	2017 <u>Actual</u>	Y-T-D <u>12/31/18</u>	2018 <u>Goals</u>
<b><u>Patrol and Investgations</u></b>					
Homicide	1	0	0	0	0
Rape	20	24	24	21	20
Robbery	10	11	11	11	15
Aggravated Assault	100	85	85	128	90
Violent Crime Total	131	120	120	160	125
Burglary	119	91	91	89	100
Theft	908	702	702	703	900
Motor Vehicle Theft	36	32	32	25	30
Arson	5	12	12	8	5
Property Crime Total	1068	837	837	825	1,050
Percent of Offenses Cleared	55%	47%	47%	52%	70%
Value of Property Stolen	\$497,952	\$554,070	\$554,070	\$485,282	\$500,00
Value of Property Recovered	\$204,714	\$184,216	\$184,216	\$179,946	\$200,000
Percent of Stolen Recovered	41%	33%	33%	37%	40%
Accident Investigations	1,900	1,736	1,736	1,677	1,500
Traffic Stops	4,234	6,157	6,157	5,270	-
Traffic Arrests	2,426	4,669	4,669	4,509	-
Other Arrests	3,692	2,959	3,006	3,406	-
Speed Trailer Deployments	12	7	7	17	20
HVEE Deployments	N/A	6	6	14	12
Parking Tickets Issued	4,310	10,476	10,476	9,032	10,000
Bicycles Recovered	N/A	139	139	158	150
Involuntary Commitments	N/A	161	161	121	-
<b><u>Administration</u></b>					
District Attorney Request for Digital Evidence	N/A	1,008	1,008	1,321	2,750
Open Records Requests	4,310	3,778	3,778	4,804	4,000
Nixle Messages Sent	N/A	263	263	283	250
Press Releases	N/A	25	25	41	50
Tweets	N/A	298	298	236	350
Facebook likes	6,000	8,045	8,045	10,042	9,000
Reported Crime Maps	104	100	103	89	104
Crime Comparison Reports	52	43	44	36	52
Burglary Reports	86	47	51	0	0

POLICE CHIEF

*RHS.  
accept  
file*



R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. February 4, 2019.

Your Committee to whom was referred, pursuant to R. O. No. 210-18-19 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>
2573	Alexander, Correy J.	2419 N. 9 <sup>th</sup> Street
0664	Gottsacker, Nathaniel D.	2518 S. 36 <sup>th</sup> Street
2570	Hendricks, Emily R.	1522 N. 10 <sup>th</sup> Street
2571	Kleefisch, Kayla M.	533 S. 26 <sup>th</sup> Street
2567	Kummer, Richard W.	3736 S. Taylor Drive
2579	Leavitt, Kaley F.	1245 Trimmerger Court
7725	Nelson, Amy A.	1016 North Avenue
6752	Ornelas, Noemi K.	914 Division Street, Manitowoc
2576	Randhawa, Prince K.	N 6233 Woodland Road
3735	Sackett, Tina M.	939 N. 25 <sup>th</sup> Street
2572	Salata-Labudde, Monica K.	414 Michigan Avenue Unit A

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2558	Bogart, Thomas Jr.	1616 N. 12 <sup>th</sup> Street
1300	Evraets, Ernest R.	528 S. 14 <sup>th</sup> Street

*consist*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. February 4, 2019.

Your 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.

*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

Res. No. 165- 18 - 19. By Alderpersons Wolf and Sorenson.  
January 21, 2019.

A RESOLUTION authorizing the Engineering Division of the Department of Public Works to advertise certain specified projects for bid.

WHEREAS, the Engineering Division of the Department of Public Works ("Engineering Division") has prepared or caused to be prepared the necessary plans and specifications ("Plans") so that certain projects identified in the Department of Public Works' 2019 Program Budget, which was previously submitted and approved by the Common Council of the City of Sheboygan ("Common Council"), are now ready to be advertised for bids.

NOW, THEREFORE, BE IT RESOLVED: That the Engineering Division is hereby authorized and directed on behalf of the Board of Public Works to advertise for bids on the following projects:

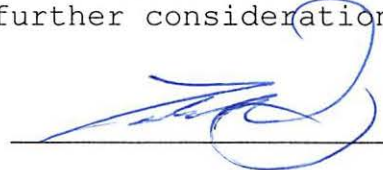
1. 2019 Sidewalk Program
2. 2019 Resurfacing
  - a. Geele Avenue (Calumet Drive to N. 23<sup>rd</sup> Street)
  - b. N. 10<sup>th</sup> Street (Erie Avenue to Superior Avenue)
  - c. N. 10<sup>th</sup> Street (North Avenue to Pershing Avenue)
3. Badger Loft Road Reconstruction
  - a. Illinois Avenue (S. Commerce Street to S. 12<sup>th</sup> Street)
  - b. Maryland Avenue (S. 11<sup>th</sup> Street to S. Commerce Street)
  - c. S. 11<sup>th</sup> Street (Maryland Avenue to Indiana Avenue)
  - d. S. 10<sup>th</sup> Street (Illinois Avenue to Indiana Avenue)
4. N. 15<sup>th</sup> Street (Wisconsin Avenue to Niagara Avenue)
5. 2019 Sanitary Sewer Televising
6. SouthPointe Tree Planting
7. Vollrath Park Tennis Court
8. Deland Park Maintenance Building
9. S. 7<sup>th</sup> Street Sidewalk Ramp Reconstruction
10. Sanitary Sewer Interceptor Televising
11. 2019 Mini-Storm Sewer Program.

BE IT FURTHER RESOLVED: That the Engineering Division shall comply with all requirements imposed on an Advertisement for Bids, including the requirements set forth in Wis. Stat. § 62.15(3). For the avoidance of doubt, the Engineering Division shall publish a Class 2 Notice for each project set forth above, pursuant to Wis. Stat. 985, and by any other means as the Engineering Division deems desirable and in the best interests of the City. No bid shall be received unless accompanied by a certified check or a bid bond equal to at least 5 percent but not more than 10 percent of the bid payable to the city as a guaranty that if the bid is accepted the bidder will execute and file the proper contract and bond within the time limited by the city. If the successful bidder so

Public Works approve

files the contract and bond, upon the execution of the contract by the City the check shall be returned. In case the successful bidder fails to file such contract and bond, the amount of the check or bid bond shall be forfeited to the city as liquidated damages. The notice published shall inform bidders of this requirement.

BE IT FURTHER RESOLVED: That upon receipt of bids for each project set forth above, the City Engineer shall submit a resume of bids received and accepted to the Common Council for further consideration.



---

---

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 PUBLIC WORKS COMMITTEE. February 4, 2019.

Your 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 28/14<sup>th</sup> Street corridor from North Avenue to Indiana Avenue; 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

A.A

Res. No. 166 - 18 - 19. By Alderpersons Wolf and Sorenson.  
January 21, 2019.

A RESOLUTION 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.

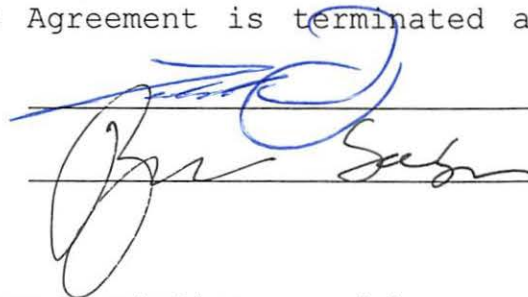
WHEREAS, the proposed improvements to this corridor includes adding radio communication infrastructure, installing video detection, removing outdated loop detectors, conducting 13-hour intersection turning movement counts, preparing traffic signal coordination timing plans, and retiming and coordinating traffic signals.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation, a copy of which is attached hereto and incorporated herein, to update nine signalized intersections along the STH 28/14th Street corridor from North Avenue to Indiana Avenue for the proposed sum of \$758,800.00, of which the Federal Share is \$607,040.00 and of which the City of Sheboygan's share is \$151,760.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

BE IT FURTHER RESOLVED: That any previous authorization to draw orders on a previous version of this Agreement is terminated as of the effective date of this Resolution.

Public Works approve

  
\_\_\_\_\_

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



**STATE/MUNICIPAL AGREEMENT  
FOR A LOCALLY LET CMAQ  
PROJECT**

Program Name: Congestion Mitigation and  
Air Quality Improvement (CMAQ)  
Sub-program #: 211

Date: January 3, 2019

I.D.: 4640-01-01\_72

Project Title: **STH 28 / 14<sup>th</sup> Street Traffic Flow  
Improvement**

Location/Limits (as applicable): **North Avenue –  
Indiana Avenue**

County: **Sheboygan**

Project Length (if applicable): **2.40 miles**

Counties Served: **Sheboygan**

Project Sponsor: **City of Sheboygan**

Sponsor County: **Sheboygan**

MPO Area: **Sheboygan**

The signatory, City of Sheboygan, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

23 U.S.C. 149 and Wis. Stat. 85.245 authorize the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Proposed Project - Nature of work:** The proposed project adds radio communication to the nine signalized intersections along the 2.4 mile STH 28 / 14<sup>th</sup> Street corridor from North Avenue to Indiana Avenue. The proposed project includes adding radio communication infrastructure, installing video detection, remove outdated loop detectors, conduct 13-hour intersection turning movement counts, preparation of traffic signal coordination timing plans and retiming and coordinating traffic signals.

**Need for or Benefits of Project – summarize reasons for request:** The proposed project will reduce noxious emissions such as nitrous oxide (NO), carbon monoxide (CO), and hydro carbons by reducing vehicle delays through non-invasive, cost-effective technologies. Signal coordination and retiming with comprehensive use of video detection will maximize the efficiency of the existing roadway network.

**Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor.** Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal and state requirements: **NONE**

The Project Sponsor agrees to the following FY 2018-2022 CMAQ Program project funding conditions:

The subject project is funded with 80% federal funding up to a maximum of \$607,040 for all federal funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$607,040 federal funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. A completion deadline of June 30, 2025. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
<b>ID 4640-01-01</b>					
Design	\$93,500	\$74,800	80%*	\$18,700	20%*
Design Review #	\$62,400	\$49,920	80%*	\$12,480	20%*
<b>ID 4640-01-72</b>					
Participating Construction	\$519,700	\$415,760	80%*	\$103,940	20%*
Participating Construction Review #	\$83,200	\$66,560	80%*	\$16,640	20%*
Non-Participating Construction	\$0	\$0	0%	\$0	100%
<b>Total Est. Cost Distribution</b>	<b>\$758,800</b>	<b>\$607,040</b>	<b>MAX</b>	<b>\$151,760</b>	<b>N/A</b>

\*This project has a CMAQ federal/earmark funding maximum of \$607,040. This maximum is cumulative for all federally funded project phases.

# Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3 – 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of City of Sheboygan: \_\_\_\_\_ (please sign in blue ink)

\_\_\_\_\_  
 Name (print) Title (print) Date

Signed for and in behalf of the State \_\_\_\_\_ (please sign in blue ink)

Brian Brock NE Region SPO Chief  
 Name Title Date

## **GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging. Authorization is required for each separate project phase or ID.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. All DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis. Stat. 85.245.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.
  - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.

## **STATE RESPONSIBILITIES AND REQUIREMENTS:**

5. Funding of the project is subject to inclusion in Wisconsin's approved CMAQ program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. Storm sewer mains necessary for the surface water drainage.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering.
- i. State Review Services.

6. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Real estate for the improvement
- 8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
- 9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements

of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
17. The project is subject to a discretionary DBE goal assessment.
18. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
19. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
22. Federal Single Audits of the Project Sponsor:

- a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. 2 CFR 200).
  - b. This audit shall be performed in accordance with federal OMB Circular No 2 CFR 200 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
  - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
25. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  - e. Provide relocation orders and real estate plats and easements, as required by the project.
  - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - g. Provide maintenance and energy for lighting.

- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

26. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

27. The subject project must be completed by June 30, 2025 and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### **LEGAL RELATIONSHIPS:**

28. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct

result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
  - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
29. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
  - b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
  - d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
  - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 – Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.
30. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
31. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

32. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

33. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

#### **PROJECT FUNDING CONDITIONS**

34. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

35. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

36. The Project Sponsor agrees to the following FY 2018-2022 CMAQ program project funding conditions:

- a. ID 4640-01-01: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
- b. ID 4640-01-72: Construction:
  - i. Costs for traffic signal radio communication and video detection installation and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
- c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$607,040 is cumulative for all federal funded project phases.

[End of Document]

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. February 4, 2019.

Your 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 9<sup>th</sup> Street; 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

4.5

Res. No. 167 - 18 - 19. By Alderpersons Wolf and Sorenson.  
January 21, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated January 3, 2019), I.D. 4650-02-00\_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.

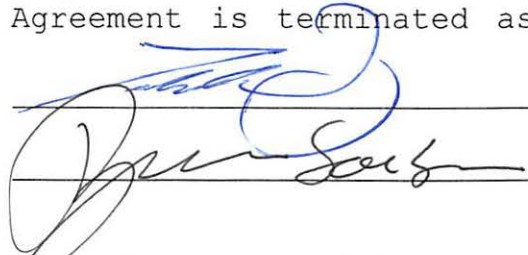
WHEREAS, the proposed improvements to this corridor include adding radio communication infrastructure, installing video detection, removing outdated loop detectors, conducting 13-hour intersection turning movement counts, preparing traffic signal coordination timing plans, and retiming and coordinating traffic signals.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation, a copy of which is attached hereto and incorporated herein, to update seven signalized intersections along the STH 23/Kohler Memorial Drive/Erie Avenue corridor from Taylor Drive to 9th Street for the proposed sum of \$518,100.00, of which the Federal Share is \$414,480.00 and of which the City of Sheboygan's share is \$103,620.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

BE IT FURTHER RESOLVED: That any previous authorization to draw orders on a previous version of this Agreement is terminated as of the effective date of this Resolution.

Public works approve

  
\_\_\_\_\_

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



**STATE/MUNICIPAL AGREEMENT  
FOR A LOCALLY LET CMAQ  
PROJECT**

Program Name: Congestion Mitigation and  
Air Quality Improvement (CMAQ)  
Sub-program #: 211

Date: January 3, 2019

I.D.: 4650-02-00\_71

Project Title: **STH 23 / Kohler Memorial Drive /  
Erie Avenue Traffic Flow Improvement**

Location/Limits (as applicable): **S. Taylor Drive –  
N. 9<sup>th</sup> Street**

County: **Sheboygan**

Project Length (if applicable): **1.87 miles**

Counties Served: **Sheboygan**

Project Sponsor: **City of Sheboygan**

Sponsor County: **Sheboygan**

MPO Area: **Sheboygan**

The signatory, City of Sheboygan, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

23 U.S.C. 149 and Wis. Stat. 85.245 authorize the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: The proposed project adds radio communication to the seven signalized intersections along the 1.87 mile STH 23 / Kohler Memorial Drive / Erie Avenue corridor from Taylor Drive to 9<sup>th</sup> Street. The proposed project includes adding radio communication infrastructure, installing video detection, remove outdated loop detectors, conduct 13-hour intersection turning movement counts, preparation of traffic signal coordination timing plans and retiming and coordinating traffic signals.

Need for or Benefits of Project – summarize reasons for request: The proposed project will reduce noxious emissions such as nitrous oxide (NO), carbon monoxide (CO), and hydro carbons by reducing vehicle delays through non-invasive, cost-effective technologies. Signal coordination and retiming with comprehensive use of video detection will maximize the efficiency of the existing roadway network.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal and state requirements: **NONE**

The Project Sponsor agrees to the following FY 2018-2022 CMAQ Program project funding conditions:

The subject project is funded with 80% federal funding up to a maximum of \$414,480 for all federal funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$414,480 federal funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. A completion deadline of June 30, 2025. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
<b>ID 4650-02-00</b>					
Design	\$63,900	\$51,120	80%*	\$12,780	20%*
Design Review #	\$42,600	\$34,080	80%*	\$8,520	20%*
<b>ID 4650-02-71</b>					
Participating Construction	\$354,800	\$283,840	80%*	\$70,960	20%*
Participating Construction Review #	\$56,800	\$45,440	80%*	\$11,360	20%*
Non-Participating Construction	\$0	\$0	0%	\$0	100%
<b>Total Est. Cost Distribution</b>	<b>\$518,100</b>	<b>\$414,480</b>	<b>MAX</b>	<b>\$103,620</b>	<b>N/A</b>

\*This project has a CMAQ federal/earmark funding maximum of \$414,480. This maximum is cumulative for all federally funded project phases.

# Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3 – 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of City of Sheboygan: \_\_\_\_\_ (please sign in blue ink)

\_\_\_\_\_  
 Name (print) Title (print) Date

Signed for and in behalf of the State \_\_\_\_\_ (please sign in blue ink)

Brian Brock NE Region SPO Chief  
 Name Title Date

**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging. Authorization is required for each separate project phase or ID.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. All DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis. Stat. 85.245.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.
  - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

5. Funding of the project is subject to inclusion in Wisconsin's approved CMAQ program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. Storm sewer mains necessary for the surface water drainage.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering.
- i. State Review Services.

6. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Real estate for the improvement
- 8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
- 9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements

of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
17. The project is subject to a discretionary DBE goal assessment.
18. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
19. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
22. Federal Single Audits of the Project Sponsor:

- a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. 2 CFR 200).
  - b. This audit shall be performed in accordance with federal OMB Circular No 2 CFR 200 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
  - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
25. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  - e. Provide relocation orders and real estate plats and easements, as required by the project.
  - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - g. Provide maintenance and energy for lighting.

- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

26. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

27. The subject project must be completed by June 30, 2025 and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### **LEGAL RELATIONSHIPS:**

28. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct

result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
  - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
29. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
  - b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
  - d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
  - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.
30. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
31. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

32. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

33. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

#### **PROJECT FUNDING CONDITIONS**

34. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

35. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

36. The Project Sponsor agrees to the following FY 2018-2022 CMAQ program project funding conditions:

- a. ID 4650-02-00: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
- b. ID 4650-02-71: Construction:
  - i. Costs for traffic signal radio communication and video detection installation and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
- c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$414,480 is cumulative for all federal funded project phases.

[End of Document]

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. February 4, 2019.

Your 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.

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

4.6

Res. No. 168 - 18 - 19. By Alderpersons Wolf and Sorenson.  
January 21, 2019.

A RESOLUTION 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.

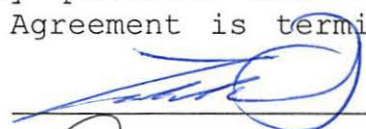
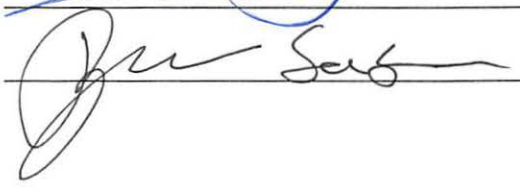
WHEREAS, the proposed improvements to this corridor include adding radio communication infrastructure, installing video detection, removing outdated loop detectors, conducting 13-hour intersection turning movement counts, preparing traffic signal coordination timing plans, and retiming and coordinating traffic signals.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation, a copy of which is attached hereto and incorporated herein, to update nine signalized intersections along the Taylor Drive corridor from Superior Avenue to Indiana Avenue for the proposed sum of \$666,900.00, of which the Federal Share is \$533,520.00 and of which the City of Sheboygan's share is \$133,380.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

BE IT FURTHER RESOLVED: That any previous authorization to draw orders on a previous version of this Agreement is terminated as of the effective date of this Resolution.

Public works approve

  
\_\_\_\_\_  
  
\_\_\_\_\_

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



**STATE/MUNICIPAL AGREEMENT  
FOR A LOCALLY LET CMAQ  
PROJECT**

Program Name: Congestion Mitigation and  
Air Quality Improvement (CMAQ)  
Sub-program #: 211

Date: January 3, 2019

I.D.: 4291-00-01\_71

Project Title: Taylor Drive Traffic Flow  
Improvement

Location/Limits (as applicable): Superior Avenue  
– Indiana Avenue

County: Sheboygan

Project Length (if applicable): 1.63 miles

Counties Served: Sheboygan

Project Sponsor: City of Sheboygan

Sponsor County: Sheboygan

MPO Area: Sheboygan

The signatory, City of Sheboygan, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

23 U.S.C. 149 and Wis. Stat. 85.245 authorize the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: The proposed project adds radio communication to the nine signalized intersections along the 1.63 mile Taylor Drive corridor from Superior Avenue to Indiana Avenue. The proposed project includes adding radio communication infrastructure, installing video detection, remove outdated loop detectors, conduct 13-hour intersection turning movement counts, preparation of traffic signal coordination timing plans and retiming and coordinating traffic signals.

Need for or Benefits of Project – summarize reasons for request: The proposed project will reduce noxious emissions such as nitrous oxide (NO), carbon monoxide (CO), and hydro carbons by reducing vehicle delays through non-invasive, cost-effective technologies. Signal coordination and retiming with comprehensive use of video detection will maximize the efficiency of the existing roadway network.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal and state requirements: NONE

The Project Sponsor agrees to the following FY 2018-2022 CMAQ Program project funding conditions:

The subject project is funded with 80% federal funding up to a maximum of \$533,520 for all federal funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$533,520 federal funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. A completion deadline of June 30, 2025. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
<b>ID 4291-00-01</b>					
Design	\$82,200	\$65,760	80%*	\$16,440	20%*
Design Review #	\$54,800	\$43,840	80%*	\$10,960	20%*
<b>ID 4291-00-71</b>					
Participating Construction	\$456,800	\$365,440	80%*	\$91,360	20%*
Participating Construction Review #	\$73,100	\$58,480	80%*	\$14,620	20%*
Non-Participating Construction	\$0	\$0	0%	\$0	100%
<b>Total Est. Cost Distribution</b>	<b>\$666,900</b>	<b>\$533,520</b>	<b>MAX</b>	<b>\$133,380</b>	<b>N/A</b>

\*This project has a CMAQ federal/earmark funding maximum of \$533,520. This maximum is cumulative for all federally funded project phases.

# Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3 – 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of City of Sheboygan: \_\_\_\_\_ (please sign in blue ink)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title (print)

\_\_\_\_\_  
Date

Signed for and in behalf of the State \_\_\_\_\_ (please sign in blue ink)

Brian Brock  
Name

NE Region SPO Chief  
Title

\_\_\_\_\_  
Date

## **GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging. Authorization is required for each separate project phase or ID.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. All DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis. Stat. 85.245.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.
  - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.

## **STATE RESPONSIBILITIES AND REQUIREMENTS:**

5. Funding of the project is subject to inclusion in Wisconsin's approved CMAQ program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. Storm sewer mains necessary for the surface water drainage.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering.
- i. State Review Services.

6. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Real estate for the improvement
- 8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
- 9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements

of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
11. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
12. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
13. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
14. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
15. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
16. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
17. The project is subject to a discretionary DBE goal assessment.
18. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
19. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
20. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
22. Federal Single Audits of the Project Sponsor:

- a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. 2 CFR 200).
  - b. This audit shall be performed in accordance with federal OMB Circular No 2 CFR 200 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
  - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
25. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  - e. Provide relocation orders and real estate plats and easements, as required by the project.
  - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - g. Provide maintenance and energy for lighting.

- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

26. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

27. The subject project must be completed by June 30, 2025 and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### **LEGAL RELATIONSHIPS:**

28. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct

result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
  - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
29. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
  - b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
  - d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
  - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.
30. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
31. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

32. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

33. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

#### **PROJECT FUNDING CONDITIONS**

34. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

35. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

36. The Project Sponsor agrees to the following FY 2018-2022 CMAQ program project funding conditions:

- a. ID 4291-00-01: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
- b. ID 4291-00-71: Construction:
  - i. Costs for traffic signal radio communication and video detection installation and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
- c. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$533,520 is cumulative for all federal funded project phases.

[End of Document]

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. February 4, 2019.

Your 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.

*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

48

Res. No. 170 - 18 - 19. By Alderpersons Wolf and Sorenson.  
January 21, 2019.

A RESOLUTION consenting to the construction of a new spectator deck at Wildwood/Sheboygan A's Mary Testwuide Knauf Baseball Park.

WHEREAS, the City is the owner of Wildwood Baseball Park, which is used extensively by Sheboygan Athletic Club, Inc. ("Sheboygan A's") for baseball activities pursuant to an Agreement between the City and the Sheboygan A's ("Agreement"); and

WHEREAS, pursuant to the Agreement, the Sheboygan A's must obtain the City's consent prior to constructing any construction, alteration, addition, improvement, or repair to Mary Testwuide Knauf Baseball Park (the "Park") which is estimated to cost in excess of \$1,000; and


WHEREAS, the Sheboygan A's desires to construct a new spectator deck at its expense; and

WHEREAS, the Sheboygan A's have worked with Abacus Architects to obtain a design for that new spectator deck, a copy of which is attached to this Resolution and incorporated herein by reference; and

WHEREAS, the construction of a new spectator deck is in the best interests of the City and the Sheboygan A's.

NOW, THEREFORE, BE IT RESOLVED: That the City, pursuant to Section F(5)(1) of the Agreement, consents to the construction of a new spectator deck in substantially similar form to the attached plans, at the sole expense of the Sheboygan A's.

*Public works approve*

  
\_\_\_\_\_  
*Ben Sorenson*  
\_\_\_\_\_

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

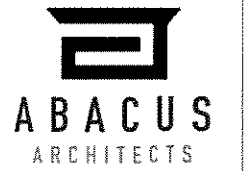


**GENERAL PLAN NOTES**

- CONSTRUCTION IS TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES, AND STANDARDS.
- THE INSTALLATION AND EXECUTION OF ALL PRODUCTS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S STANDARDS, INSTRUCTIONS AND SPECIFICATIONS.
- ALL EXISTING CONDITIONS AND DIMENSIONS SHOWN ON PLANS ARE TO BE FIELD VERIFIED PRIOR TO DEMOLITION AND CONSTRUCTION.
- EACH TRADE IS RESPONSIBLE FOR THE DEMOLITION IN THEIR AREA OF EXPERTISE.

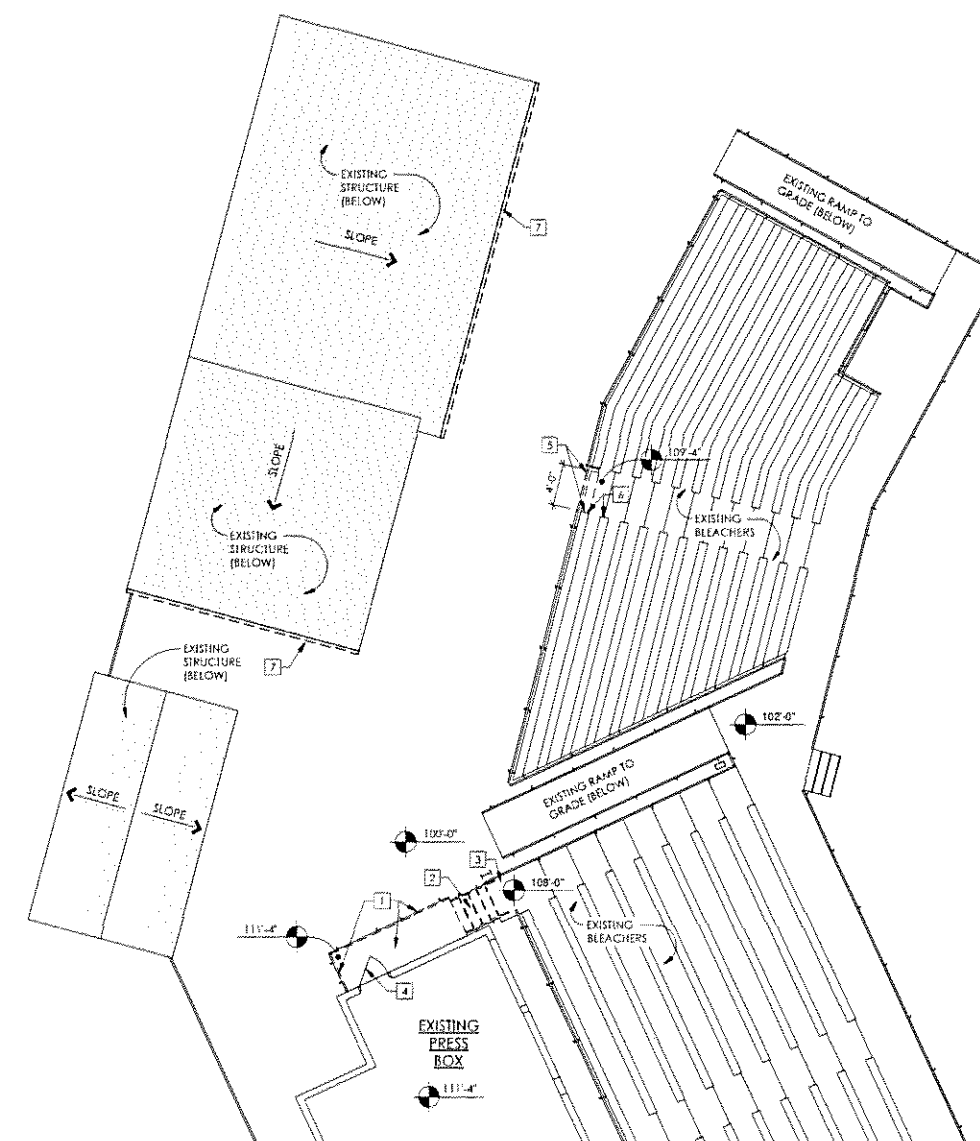
**DEMOLITION PLAN KEYNOTES**

NO.	DESCRIPTION
1	REMOVE EXISTING ELEVATED DECK, SUPPORT COLUMNS, GUARDS AND ALL ASSOCIATED CONSTRUCTION - PATCH AND REPAIR EXISTING ADJACENT CONSTRUCTION AS NEEDED FOR NEW PLAN.
2	TEMPORARILY REMOVE EXISTING STAIR & ALL ASSOCIATED EQUIPMENT AND SALVAGE FOR RE-USE IN EXISTING LOCATION.
3	EXISTING BLEACHER CONSTRUCTION AND STAIR LANDING TO REMAIN.
4	EXISTING SECOND FLOOR PRESS BOX DOOR AND WINDOWS TO REMAIN.
5	REMOVE SEGMENT OF EXISTING GUARD RAIL AND BLEACHER SEAT AS NECESSARY FOR INSTALLATION OF NEW STAIR - CAP AND REPAIR ADJACENT CONSTRUCTION TO REMAIN AS NECESSARY. SEE NEW PLAN FOR ADDITIONAL INFORMATION.
6	ALIGN END OF TOP BLEACHER SEAT, FOLLOWING REMOVAL OF SEGMENT, WITH EXISTING BLEACHER SEATS BELOW ON SOUTH SIDE OF AISLE
7	REMOVE EXISTING GUTTER AND DOWNSPOUT



REVISIONS:

NOTICE TO BIDDERS  
BIDDERS SHALL REVIEW ALL DRAWINGS AND SPECIFICATION SECTIONS TO DETERMINE THE IMPACT OF OTHER SECTIONS OF WORK ON THEIR OWN WORK  
© 2018 ABACUS ARCHITECTS, P.C.



**DEMOLITION PLAN**  
SCALE: 1/8" = 1'-0"  
N  
E  
S

ISSUE DATE: 12/18/2018  
NEW SPECTATOR DECK FOR:  
**WILDWOOD PARK**  
2276 NEW JERSEY, SHEBOYGAN, WI 53081  
135A MICHIGAN AVE. SHEBOYGAN, WI 53081 | (920) 452-4444 | 225 EAST ST. PAUL AVE. MILWAUKEE, WI 53202 | (414) 837-6450

**PRELIMINARY - NOT FOR CONSTRUCTION**

DRAWN BY: JAM  
CHECKED BY: Checker

**A**  
**301**

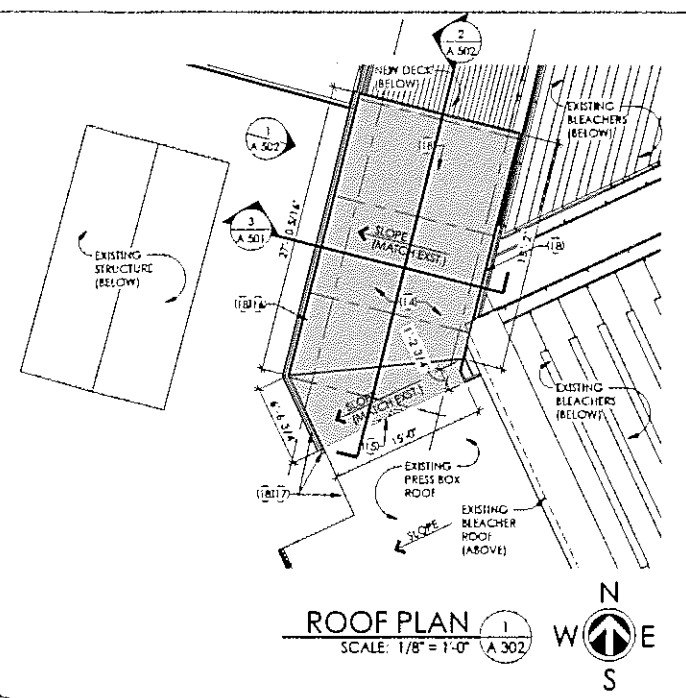
PROJ. NO. 2015-79

**GENERAL PLAN NOTES**

- CONSTRUCTION IS TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES, AND STANDARDS.
- THE INSTALLATION AND EXECUTION OF ALL PRODUCTS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S STANDARDS, INSTRUCTIONS AND SPECIFICATIONS.
- ALL EXISTING CONDITIONS AND DIMENSIONS SHOWN ON PLANS ARE TO BE FIELD VERIFIED PRIOR TO DEMOLITION AND CONSTRUCTION.
- EACH TRADE IS RESPONSIBLE FOR THE DEMOLITION IN THEIR AREA OF EXPERTISE.

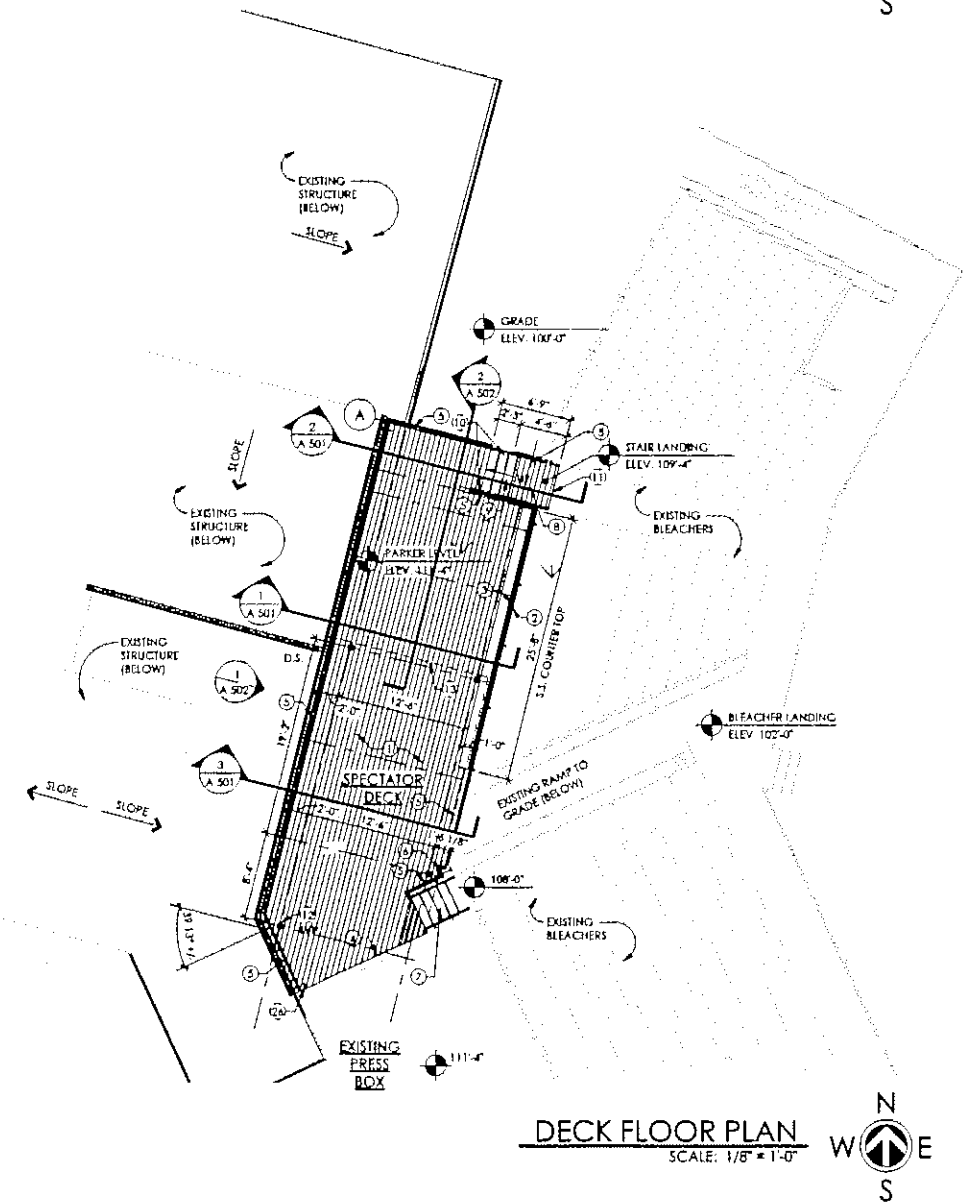
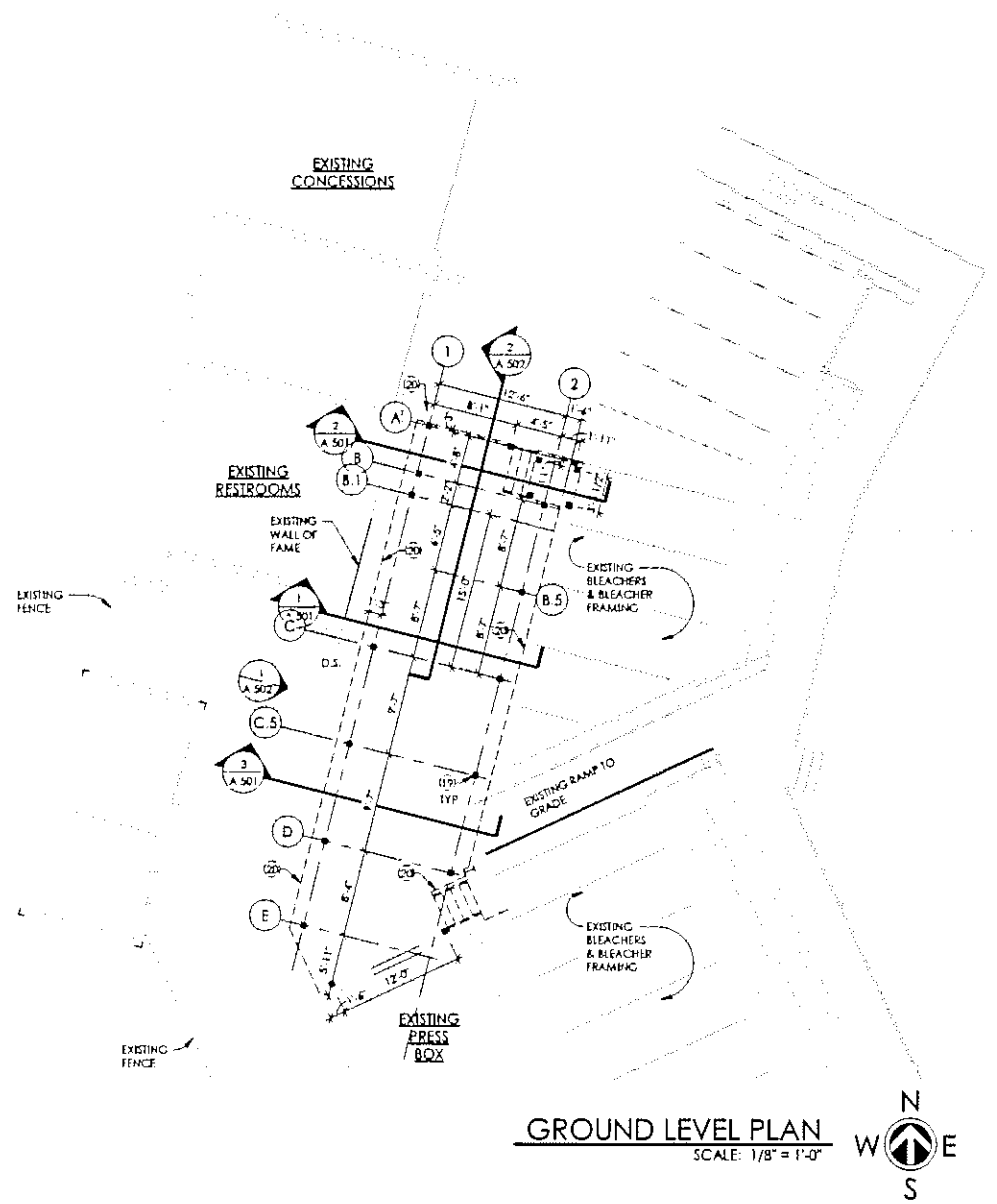
**ROOF SYMBOLS**

- SLOPED STRUCTURE ROOF DRAINAGE  
ROOF CONSTRUCTION VARIES
- FILLED REGION DENOTES AREA OF NEW ROOF CONSTRUCTION



**FLOOR PLAN KEYNOTES**

NO.	DESCRIPTION
1	COMPOSITE DECKING ON PRESERVATIVE TREATED WOOD JOISTS. SEE STRUCTURAL DRAWINGS.
2	EXISTING GUARD AT TOP OF BLEACHERS TO REMAIN.
3	ALIGN NEW DECK WITH BACK SIDE OF EXISTING GUARD - NOTCH DECK CONSTRUCTION AROUND EXISTING GUARD SUPPORTS AS NECESSARY.
4	SECURE DECK CONSTRUCTION TO EXISTING PRESS BOX STRUCTURE. SEE STRUCTURAL DRAWINGS.
5	NEW 1 1/2" O.D. PAINTED STEEL GUARD RAIL (42" HIGH) WITH 1" HORIZONTAL INTERMEDIATE STEEL RAILS. GUARD SHALL NOT HAVE OPENINGS WHICH ALLOW PASSAGE OF A 4" SPHERE FROM THE WALKING SURFACE TO THE REQUIRED GUARD HEIGHT PER IBC 1015.4. THE TRIANGULAR OPENINGS AT THE OPEN SIDES OF A STAIR FORMED BY THE RISER, TREAD AND BOTTOM RAIL SHALL NOT ALLOW PASSAGE OF A SPHERE 6" IN DIAMETER PER IBC 1015.4. EXCEPTION 2. GUARD MUST BE DESIGNED TO RESIST A LOAD OF 50 POUNDS PER LINEAR FOOT PER IBC 1607.B.1 AND DESIGNED TO RESIST A SINGLE CONCENTRATED LOAD OF 200 POUNDS APPLIED IN ANY DIRECTION PER IBC 1607.B.1.1. REFER TO SECTIONS AND FOR ADDITIONAL INFORMATION.
6	NOTCH DECK & GUARD CONSTRUCTION AROUND EXISTING STRUCTURAL COLUMN AS NECESSARY.
7	REINSTALL SALVAGED STAIR AND ALL ASSOCIATED EQUIPMENT IN EXISTING LOCATION.
8	STAIR LANDING ELEVATION TO MATCH HEIGHT OF TOP BLEACHER TREAD. CONSTRUCTION TO BE COMPOSITE DECKING ON PRESERVATIVE TREATED WOOD FRAMING. SEE STRUCTURAL DRAWINGS.
9	PREFABRICATED METAL STAIR WITH 4 EQUAL RISERS INCLUDING TOP STEP TO DECK SURFACE (7" MAX.) - SECURED TO DECK & LANDING.
10	1 1/2" O.D. PAINTED STEEL HANDRAILS (36" HIGH) ATTACHED TO ADJACENT GUARD WITH HANDRAIL EXTENSIONS PER IBC 1014.6. HANDRAIL MUST BE DESIGNED TO RESIST A LOAD OF 50 POUNDS PER LINEAR FOOT PER IBC 1607.B.1. AND DESIGNED TO RESIST A SINGLE CONCENTRATED LOAD OF 200 POUNDS APPLIED IN ANY DIRECTION PER IBC 1607.B.1.1. SEE SECTIONS FOR ADDITIONAL INFORMATION.
11	ALIGN EDGE OF STAIR LANDING WITH BACK EDGE OF TOP BLEACHER TREAD AND SECURE TO EXISTING BLEACHERS. SEE STRUCTURAL DRAWINGS.
12	COLUMN TO SUPPORT EXTENDED ROOF ABOVE. SEE STRUCTURAL DRAWINGS FOR EXACT COLUMN DESIGN AND LOCATIONS, TYPICAL.
13	DASHED LINE DENOTES PERIMETER OF ROOF EXTENSION ABOVE. SEE ROOF PLAN.
14	ASPHALT SHINGLES OVER # 15 ROOFING FLET ON 3/4" OSB SHEATHING ON WOOD STRUCTURE. SEE STRUCTURAL DRAWINGS.
15	REMOVE EXISTING FACIA WHERE NECESSARY FOR NEW ROOF EXTENSION AND TIE NEW ROOF CONSTRUCTION INTO EXISTING AS NEEDED TO PROVIDE SEAMLESS TRANSITION TO THE FULLEST EXTENT POSSIBLE.
16	NEW PREFABRICATED ALUMINUM GUTTER - STYLE & FINISH TO MATCH EXISTING.
17	REMOVE EXISTING GUTTER AND DOWNSPOUT AS NECESSARY AND REPLACE WITH NEW PREFABRICATED ALUMINUM GUTTER & DOWNSPOUT AT ROOF EXTENSION AND ADJACENT LOCATION - STYLE & FINISH TO MATCH EXISTING.
18	NEW FACIA CONSTRUCTION TO MATCH EXISTING - PROVIDE FLASHING AT ROOF EDGES AND GU.
19	COLUMNS FOR DECK AND STAIR LANDING ABOVE - LOCATIONS SHOWN AND DIMENSIONS ARE FOR REFERENCE ONLY. SEE STRUCTURAL DRAWINGS FOR EXACT LOCATIONS AND SPECIFICATIONS.
20	DASHED LINE DENOTES PERIMETER OF DECK AND STAIR LANDING ABOVE.
26	ROUGH IN HOT/COLD WATER AND DRAIN FOR FUTURE SINK.



REVISIONS:

ADVICE TO DESIGNERS: INDICATED SECTIONS TO DETERMINE THE IMPACT OF OTHER SECTIONS OF WORK ON THEIR OWN WORK.  
© 2018 ABACUS ARCHITECTS, P.C.

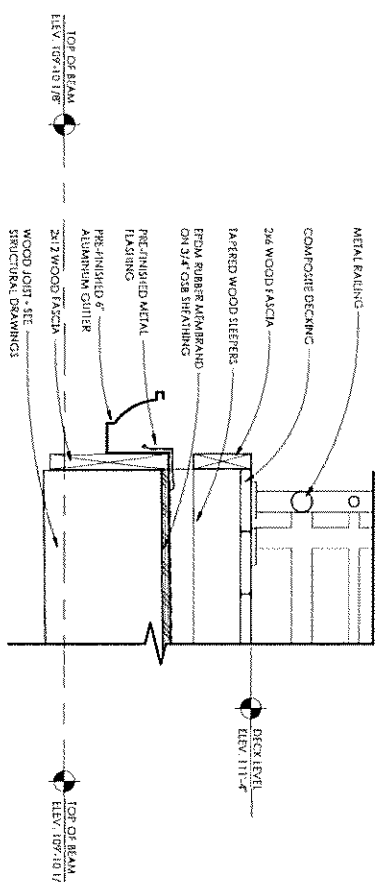
ISSUE DATE: 12/18/2018  
NEW SPECTATOR DECK FOR:  
**WILDWOOD PARK**  
2276 NEW JERSEY, SHEBOYGAN, WI 53081  
1135A MICHIGAN AVE. SHEBOYGAN, WI 53081 | (920) 452-4444 | 225 EAST ST. MILWAUKEE, WI 53202 | (414) 837-4450

DRAWN BY: JAM  
CHECKED BY: Checker

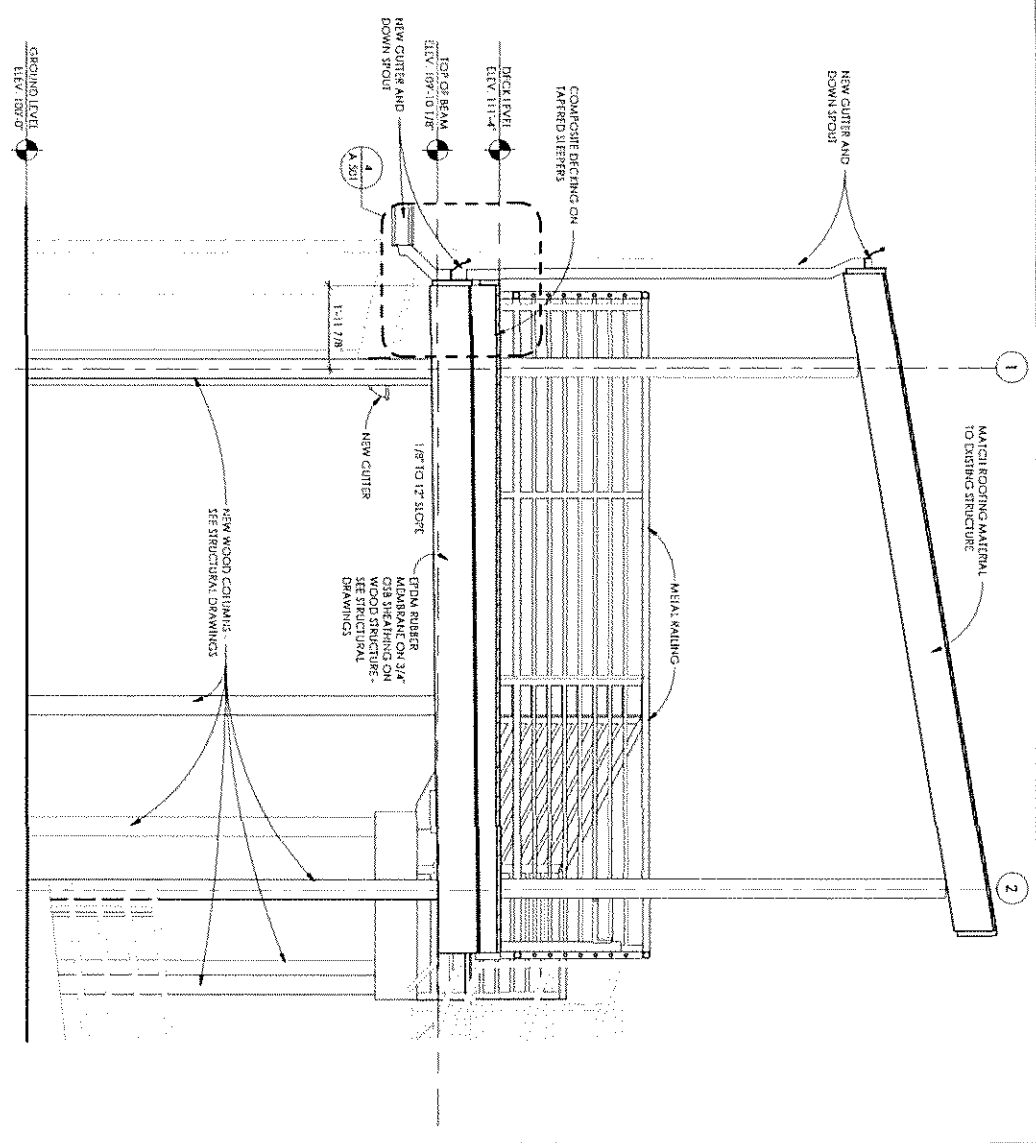
**A**  
**302**

PROJ. NO. 2015-79

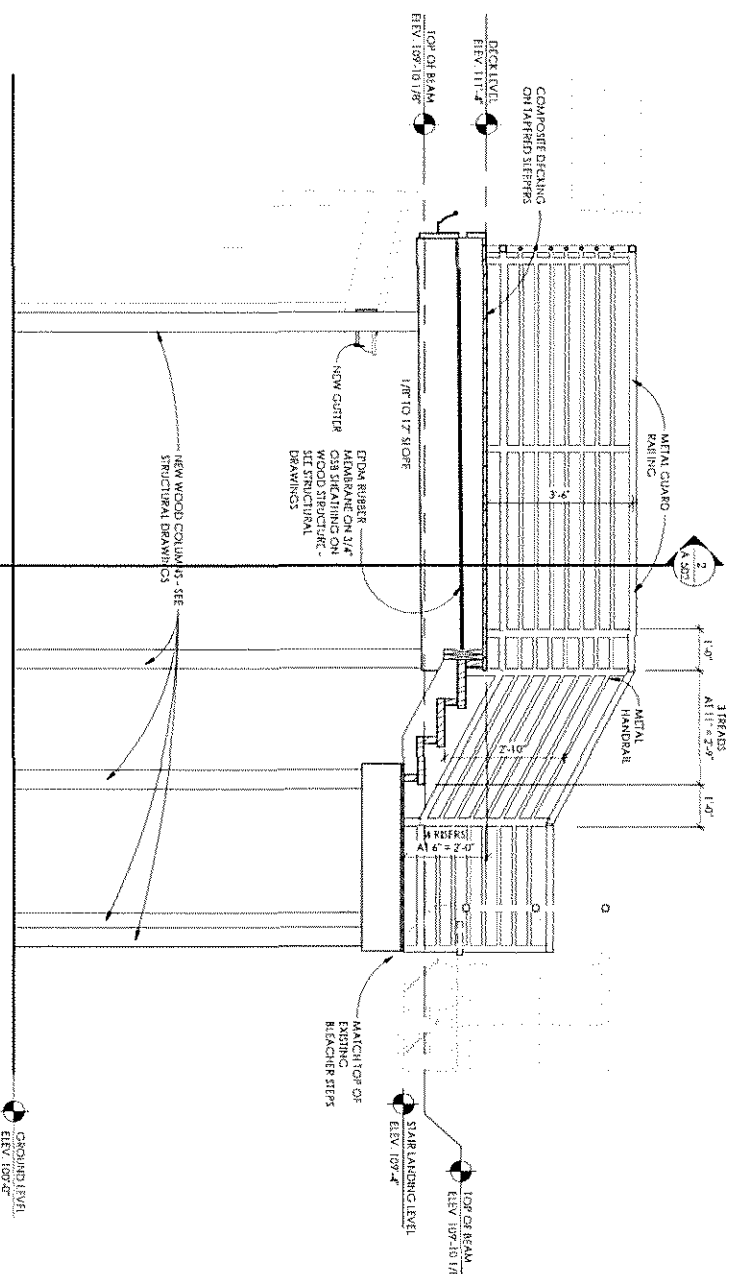
PRELIMINARY - NOT FOR CONSTRUCTION



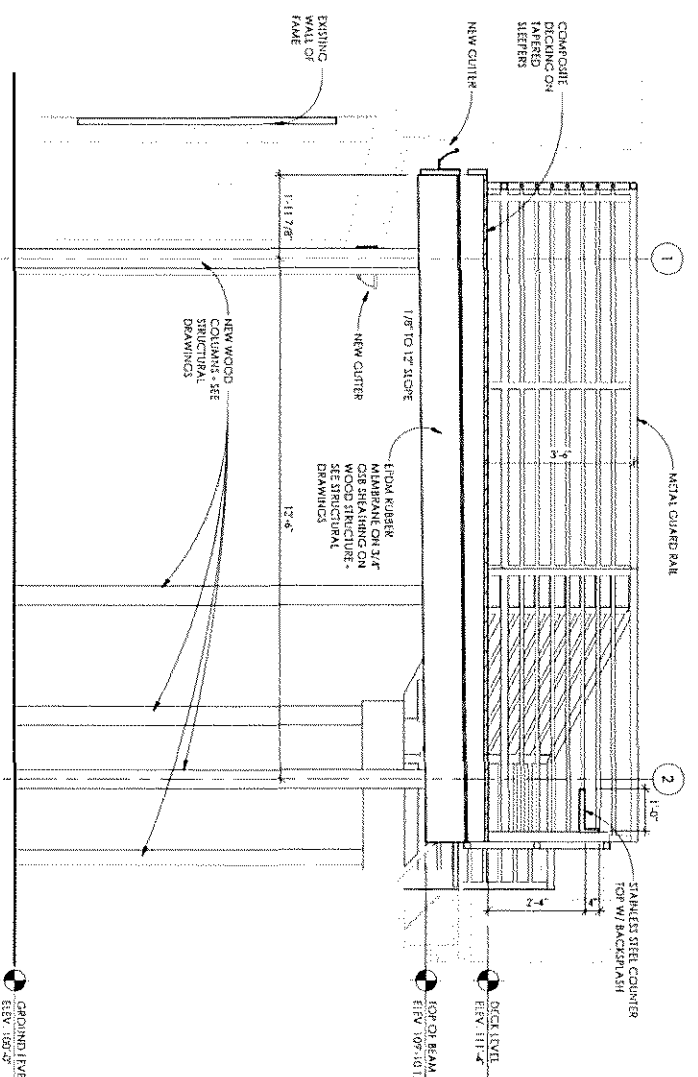
**GUTTER DETAIL 4**  
SCALE: 1 1/2" = 1'-0" A 501



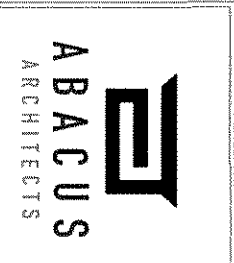
**SECTION THROUGH ROOF 3**  
SCALE: 1/2" = 1'-0" A 501



**SECTION THROUGH STAIRS 2**  
SCALE: 1/2" = 1'-0" A 501



**TYPICAL SECTION THROUGH DECK 1**  
SCALE: 1/2" = 1'-0" A 501



REVISIONS:

NOTICE TO BIDDER:  
BIDDER SHALL REVIEW ALL DRAWINGS AND SPECIFICATION SECTION 15 TO DETERMINE THE IMPACT OF OTHER SECTIONS OF WORK ON THEIR OWN WORK.  
© 2018 ABACUS ARCHITECTS, INC.

ISSUE DATE: 12/18/2018  
NEW SPECTATOR DECK FOR:  
**WILDWOOD PARK**  
2276 NEW JERSEY, SHEBOYGAN, WI 53081  
1135A MICHIGAN AVE. SHEBOYGAN, WI 53081 (920) 452-4444 | 225 EAST ST. PAUL AVE. MILWAUKEE, WI 53202 (414) 837-6450

PRELIMINARY - NOT FOR CONSTRUCTION

DRAWN BY: JAM  
CHECKED BY: Checker  
**A**  
**501**  
PROJ. NO. 2015-79

REVISIONS:

NO CORRECTED REVISIONS  
BIDDOR SHALL REVIEW ALL DRAWINGS AND SPECIFICATIONS TO DETERMINE THE IMPACT OF OTHER SECTIONS OF WORK ON THEIR OWN WORK  
© 2018 ABACUS ARCHITECT, P.C.

1135A MICHIGAN AVE. SHEBOYGAN, WI 53081 (920) 452-4444 | 225 EAST ST. PAUL AVE. MILWAUKEE, WI 53202 (414) 837-6450

NEW SPECTATOR DECK FOR:  
**WILDWOOD PARK**

ISSUE DATE: 12/18/2018

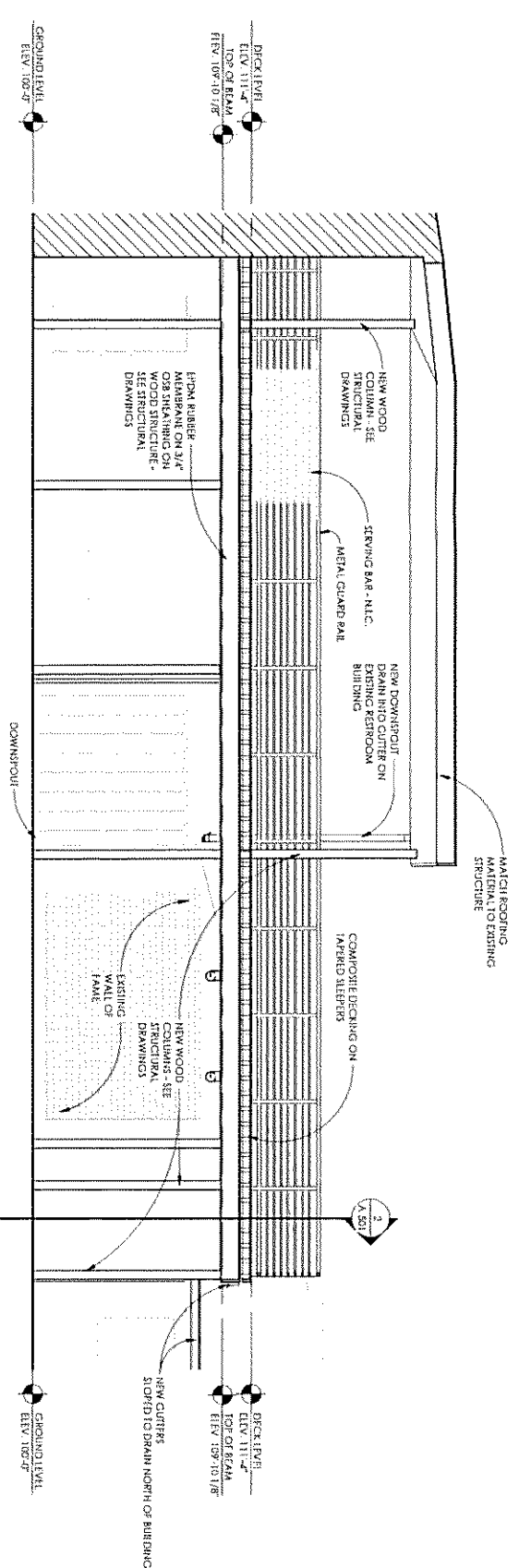
**PRELIMINARY - NOT FOR CONSTRUCTION**

DRAWN BY: Author  
CHECKED BY: Checker

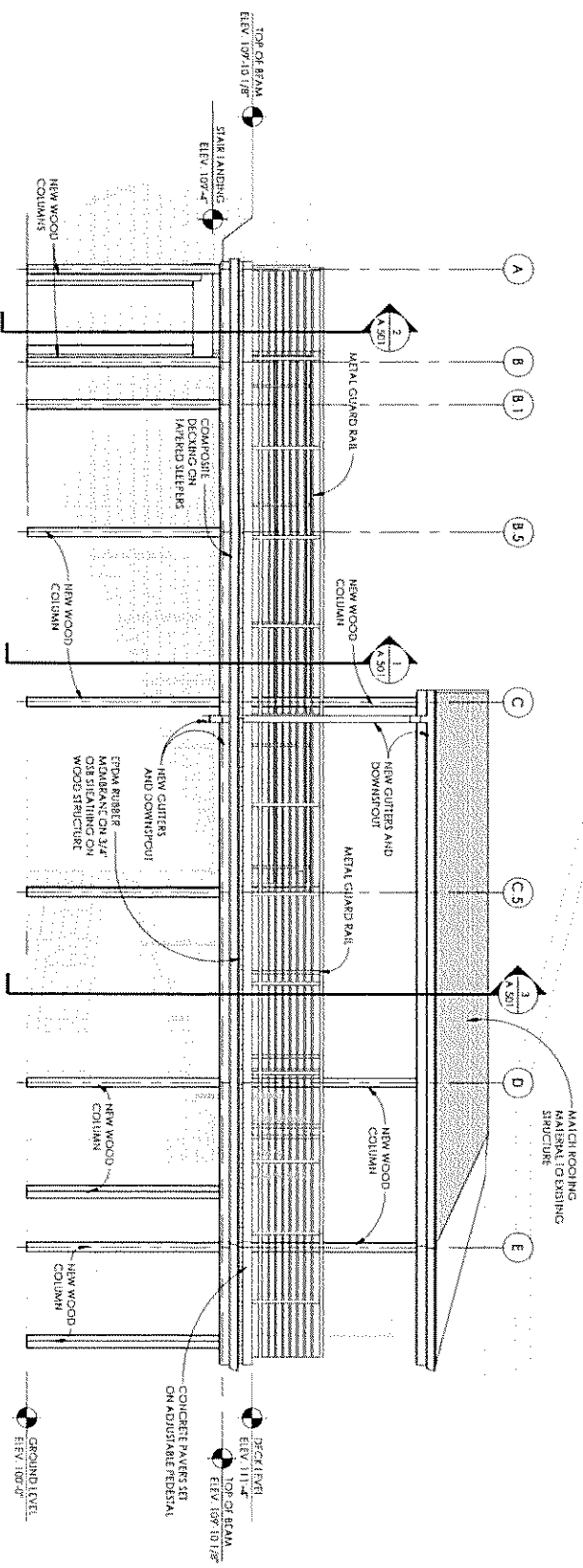
**A**

**502**

PROJ. NO. 2015-79



**LONGITUDINAL SECTION 2**  
SCALE: 1/4" = 1'-0"  
A 502



**WEST ELEVATION 1**  
SCALE: 1/4" = 1'-0"  
A 502



ABACUS



**ABACUS**  
ARCHITECTS



II

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

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.

*Finance  
Personnel*

\_\_\_\_\_  
CITY CLERK



27-18 1-31-19  
MKC  
JAN 31 '19 PM 3:02  
ONALASKA SUPPORT OFFICE

3800 Emerald Drive East -- Onalaska, WI 54650 -- 608-783-5500

January 28, 2019

Meredith DeBruin  
City Clerk – City of Sheboygan  
828 Center Ave.  
Sheboygan, WI 53081

**Re: Sheboyganfest, Inc.  
Parcel Number 59281895460P  
Personal property taxes**

Dear Ms. DeBruin:

We hereby file a claim for refund under Wisconsin Statutes 74.35 [Recovery of unlawful taxes] for the personal property taxes assessed to Sheboyganfest, Inc. for the 2018 tax year related to assets specifically exempt as machinery under 70.111(27)(a).

On January 3, the Wisconsin Attorney General provided clarification that the machinery exemption applied regardless of the 2017 reporting schedule. This exemption has been allowed for us in 22 of the 35 jurisdictions we have locations, and for other Wisconsin grocers in other jurisdictions. However, the assessor for your jurisdiction has not accepted the 2018 return as filed claiming various assets as machinery and not reportable on Schedule D. These assets meet the definition associated with Schedule C assets for the 2017 tax year. Therefore, when the law was changed to create an exemption for machinery, these assets became exempt.

Sheboyganfest, Inc. has previously paid the assessed tax for \$62,547.22 due on January 31, 2019, by check number 425073. A copy of the tax bill has been included. Therefore, the claim for refund is in the amount of \$60,069.25, plus any applicable interest under 74.35(4).

Please contact me directly if you have any questions at (608) 779-2720.

Sincerely,

A handwritten signature in cursive script that reads "Sandy Kjome".

Sandy Kjome  
Controller  
Skogen's Festival Foods

Enclosures

paid 1/24/19 # 425073 \$62,547.22

21-SBG

**PERSONAL PROPERTY TAX BILL FOR 2018**

**CITY OF SHEBOYGAN**

**Total Due For Full Payment**

Bill #: 993  
Parcel #: 59281895460P  
Alt. Parcel #:

To view payments, property information, and maps go to [treasurer.sheboygancounty.com](http://treasurer.sheboygancounty.com)

By January 31, 2019  
\$62,547.22

-- OR --

**Pay First Installment**

By January 31, 2019  
\$62,547.22

SHEBOYGANFEST, INC  
3800 EMERALD DR E  
ONALASKA WI 54650-6760

**Make Check Payable and Mail to:**  
CITY OF SHEBOYGAN  
MARTY HALVERSON, FINANCE DIR  
828 CENTER AVENUE  
SHEBOYGAN WI 53081  
920-459-3311



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

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	In person payments should be made at one of the 4	Wisconsin Bank & Trust Lobby	Bring tax bill and payment.
	Wisconsin Bank & Trust locations in Sheboygan.	4210 Highway 42 North, Sheboygan	Mon-Fri - 9:00 to 4:00
		655 S Taylor Drive, Sheboygan	No Sat collection.
		604 N 8th Street, Sheboygan	No Drive-thru Payments.
		3220 S Business Drive, Sheboygan	Closed 12/24/18 at 12:30.
			12/25/18, 01/01/19 and 01/21/19.

Other Drop Off Sites: None  
Drop Box: Located at Temporary City Hall - 606 N. 9th Street, Sheboygan  
Dates Municipality Closed: 12/24/18, 12/25/18, 12/31/18, 1/1/19  
Online Payments: [www.sheboyganwi.gov](http://www.sheboyganwi.gov) - Click on property tax payment options banner on homepage. NOTE: Services fees will apply.  
Other Information: Email tax questions and receipt requests to: [taxinfo@sheboyganwi.gov](mailto:taxinfo@sheboyganwi.gov)  
Telephone: 920-459-3311



**STATE OF WISCONSIN  
PERSONAL PROPERTY TAX BILL FOR 2018  
CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY**

**BILL NO. 993**  
Correspondence should refer to parcel number  
**PARCEL#: 59281895460P**

SEQ# 1194

Property Address  
595 S TAYLOR DR

Assessed Value Land Personal	Ass'd Value Improvements Property	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land Personal	Est. Fair Mkt. Improvements Property	Total Est. Fair Mkt.		
		2,451,690	0.9048			2,709,600	<input type="checkbox"/> A star in this box means unpaid prior year taxes	
Taxing Jurisdiction		2017 Est. State Aids Allocated Tax Dist.	2018 Est. State Aids Allocated Tax Dist.	2017 Net Tax	2018 Net Tax	% Tax Change	Gross Property Tax	
STATE OF WISCONSIN		1,666,451	1,683,104	15,921.01	13,887.56	0.00	62,547.22	
SHEBOYGAN COUNTY		13,335,856	13,418,661	28,324.12	24,294.80	-12.8%	First Dollar Credit	
CITY OF SHEBOYGAN		58,520,424	59,766,611	25,465.03	22,203.60	-12.8%	Lottery Credit	
SHEBOYGAN		2,827,594	2,897,907	2,486.60	2,161.26	-13.1%	Net Property Tax	
LTC							62,547.22	
<b>Total</b>		<b>76,350,325</b>	<b>77,766,283</b>	<b>72,196.76</b>	<b>62,547.22</b>	<b>-13.4%</b>		
		First Dollar Credit						
		Lottery & Gaming Credit						
		Net Property Tax		72,196.76	62,547.22	-13.4%		
School taxes reduced by school levy tax credit		\$4,833.39	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.					
				Net Assessed Value Rate (Does NOT reflect credits)				
				0.025511878				
				RETAIN THIS PORTION AS YOUR COPY				
				SEE REVERSE SIDE FOR IMPORTANT INFORMATION				
				TOTAL DUE FOR FULL PAYMENT				
				PAY BY January 31, 2019				
				▶ \$ 62,547.22				
				Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.				

SHEBOYGANFEST, INC  
3800 EMERALD DR E  
ONALASKA WI 54650-6760

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

Total Additional Taxes Applied to Property	586,149.00	Total Additional Taxes Applied to Property	620.09	Year Increase Ends	2037
--------------------------------------------	------------	--------------------------------------------	--------	--------------------	------

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PA-6855 (R. 5-15)

II

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

Submitting a claim from Jacob Lingl for alleged damages to the mirror on his vehicle when it was struck by a snow plow.

*Finance +  
Personnel*

\_\_\_\_\_  
CITY CLERK

JAN 24 '19 AM 11:01

DATE RECEIVED 01-24-19

RECEIVED BY JW

CLAIM NO. 25-18

**CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY**

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

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

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

1. Name of Claimant: Jacob Lingl

2. Home address of Claimant: 815 Bell Ave. Sheboygan, WI 53083

3. Home phone number: 920-946-9417

4. Business address and phone number of Claimant: 2035 Stonebridge Rd, West Bend, WI 53095

5. When did damage or injury occur? (date, time of day) 1/1/19 Overnight / Early Morning

6. Where did damage or injury occur? (give full description) In the road on the south side of Bell Ave. in front of home (815).

7. How did damage or injury occur? (give full description) It appears a snow plow struck and damaged the drivers side mirror of my vehicle while plowing Bell Ave. A police report was filed and is on record : PoliceReport# C19-00035.

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

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

(b) Claimant's statement of the basis of such liability: Bell Ave. was plowed over the night / early morning leaving a clear plow line next to my vehicle along with broken parts of my side view mirror assembly on the road.

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

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

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

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

JAN 24 '19 AM 11:01

Property Damage - Damage to drivers side mirror of vehicle.

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

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

Auto:	\$	<u>\$454.01 - See attached</u>
Property:	\$	<u>-----</u>
Personal injury:	\$	<u>-----</u>
Other: (Specify below	\$	<u>-----</u>
<b>TOTAL</b>		\$ <u>\$454.01 - See attached</u>

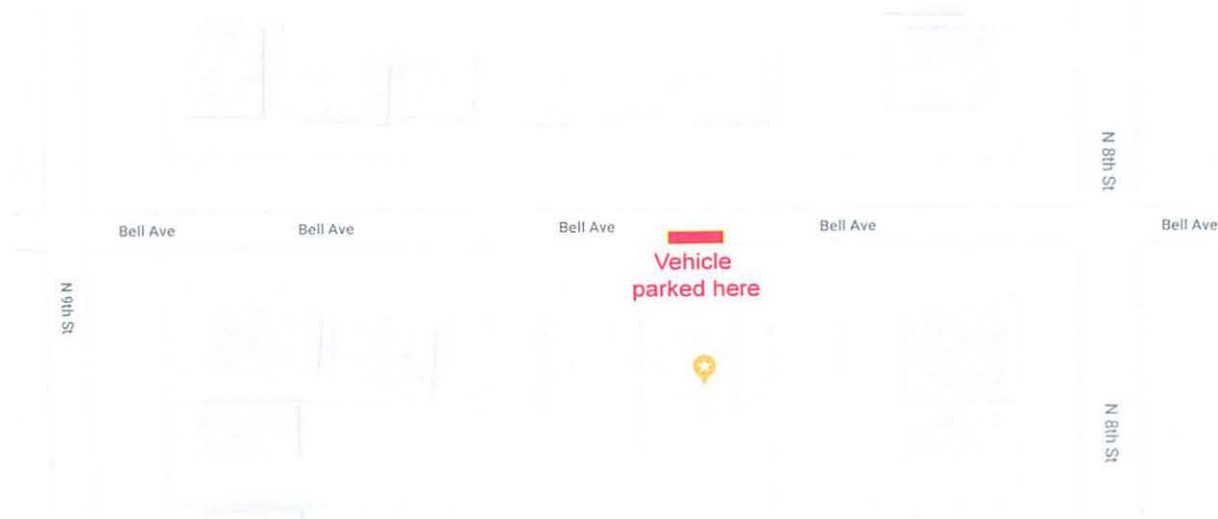
Damaged vehicle (if applicable)

Make: Ford Model: Focus SES Year: 2009 Mileage: ~174,000

Names and addresses of witnesses, doctors and hospitals: N/A

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

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



SIGNATURE OF CLAIMANT

*[Handwritten Signature]*

DATE

1/23/19

JAN 24 '19 AM 11:01

DATE RECEIVED 1-24-19

RECEIVED BY JW

CLAIM NO. 25-18

**CLAIM**

Claimant's Name: Jacob Lingl  
Claimant's Address: 815 Bell Ave.  
Sheboygan, WI 53083  
Claimant's Phone No. 920-946-9417

Auto \$ \$454.01  
Property \$             
Personal Injury \$             
Other (Specify below) \$             
**TOTAL** \$ \$454.01

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ \$454.01.

SIGNED  DATE: 1/23/19

ADDRESS: 815 Bell Ave. Sheboygan, WI 53083

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

JAN 24 '19 AM 11:01



JAN 24 '19 AM 11:01



DOUBLE A AUTO BODY, LLC.  
 20 NORTH 14TH STREET  
 P.O. BOX 586  
 OOSTBURG, WI 53070-0586  
 PHONE: (920)564-3534 FAX: (920)564-6187

\*\*\* PRELIMINARY ESTIMATE \*\*\*

01/11/2019 04:20 PM

Owner

Owner: JACOB LINGL  
 Address: 815 BELL AVE  
 City State Zip: Sheboygan, WI 53083

Work/Day: (920)946-9417  
 FAX:

Inspection

Inspection Date: 01/11/2019 04:23 PM

Inspection Type:

Appraiser Name: Dale Schreurs

Appraiser License # :

Repairer

Repairer: DOUBLE A AUTO BODY LLC  
 Address: 20 N 14TH STREET  
 PO BOX 700586  
 City State Zip: OOSTBURG, WI 53070  
 Email: doubleaautobody@frontier.com

Contact: DALE SCHREURS  
 Work/Day: (920)564-3534  
 FAX: (920)564-6187  
 Cell: (920)918-6170

Target Complete Date/Time:

Days To Repair: 1

Vehicle

OEM Part Price Quote ID: \*\*\*\*

2009 Ford Focus SES 2 DR Coupe  
 4cyl Gasoline 2.0 Dohc  
 4 Speed Automatic

Lic Expire:  
 Veh Insp# :  
 Condition:  
 Ext. Refinish: Two-Stage

VIN: 1FAHP33NX9W198691  
 Mileage Type: Actual  
 Code: P1592D  
 Int. Refinish: Two-Stage

Options

2nd Row Head Airbags  
 Aluminum/Alloy Wheels  
 Bucket Seats  
 Compact Spare Tire  
 Dual Airbags  
 Fog Lights  
 Heated Power Mirrors  
 Leather Steering Wheel  
 Power Brakes  
 Power Windows  
 Rear Window Defroster  
 Sirius Satellite Radio  
 Tachometer

AM/FM CD Player  
 Automatic Dimming Mirror  
 Center Console  
 Cruise Control  
 Electronic Compass  
 Halogen Headlights  
 Intermittent Wipers  
 Lighted Entry System  
 Power Door Locks  
 Pwr Accessory Outlet(s)  
 Rem Trunk-L/Gate Release  
 Split Folding Rear Seat  
 Theft Deterrent System

Air Conditioning  
 Auxiliary Audio Input  
 Chrome Grille  
 Driver Information Sys  
 Floor Mats  
 Head Airbags  
 Keyless Entry System  
 MP3 Decoder  
 Power Steering  
 Rear Spoiler  
 Side Airbags  
 Strg Wheel Radio Control  
 Tilt Steering Wheel

Tinted Glass USB Audio Input(s) Wireless Phone Connect	Tire Pressure Monitor Velour/Cloth Seats	Trip Computer Wireless Audio Streaming
--------------------------------------------------------------	---------------------------------------------	-------------------------------------------

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Front Doors</b>										
1	E	243		Mirror,Outer R/C LT	8S4Z17683CA	\$103.48			0.9	SM
2	E	1082		Cover,Frt Door Mirror LT	8S4Z17D743BAPTM	\$57.45			0.2	SM
3	L	1082	13	Cover,Frt Door Mirror LT	Refinish				1.2	RF
					0.5 Surface					
					0.6 Two-stage setup					
					0.1 Two-stage					

<b>Manual Entries</b>											
Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R	
4	SB			Hazardous Waste Removal	Sublet Repair	\$5.00*				SM	
				4 Items							
			MC	Message							
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE							

**Estimate Total & Entries**

Gross Parts						\$160.93				
Paint & Materials				1.2 Hours @	\$44.00	\$52.80				
Parts & Material Total									\$213.73	
Tax on Parts & Material				@	5.500%				\$11.76	
<b>Labor</b>				<b>Rate</b>	<b>Replace Hrs</b>	<b>Repair Hrs</b>	<b>Total Hrs</b>			
Sheet Metal (SM)				\$64.00	1.1		1.1	\$70.40		
Mech/Elec (ME)				\$85.00						
Frame (FR)				\$74.00						
Refinish (RF)				\$64.00	1.2		1.2	\$76.80		
<b>Labor Total</b>							2.3 Hours		\$147.20	
Tax on Labor				@	5.500%			\$8.10		
Sublet Repairs								\$5.00		
Tax on Sublet				@	5.500%			\$0.28		
<b>Gross Total</b>									\$386.07	
<b>Net Total</b>									\$386.07	

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53070 Default  
 OEM Part Prices DT 01/11/2019 04:20 PM EstimateID 513116203116453888 QuoteID \*\*\*\*  
 Rate Name Default

Audatex Estimating 8.0.643 ES 01/11/2019 04:26 PM REL 8.0.643 DT 12/01/2018  
 © 2019 Audatex North America, Inc.

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

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

**Op Codes**

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



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

© 2019 Audatex North America, Inc.

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





# Silver Spring Collision Center

Workfile ID: 2f3f34be  
Federal ID: 39-1597165

"We takes dents out of accidents"  
www.silverspringcollisioncenter.com  
3000 West Washington Street, West Bend, WI  
53095  
Phone: (262) 306-1900  
FAX: (262) 306-7554

## Preliminary Estimate

**Customer: LINGL, JACOB**

**Job Number:**

Written By: Tony Pierre

Insured: LINGL, JACOB	Policy #:	Claim #:
Type of Loss:	Date of Loss:	Days to Repair: 0
Point of Impact: 09 Left T-Bone (Left Side)		

<b>Owner:</b> LINGL, JACOB 815 BELL AVE SHEBOYGAN, WI 53083 (920) 946-9417 Day	<b>Inspection Location:</b> Silver Spring Collision Center 3000 West Washington Street West Bend, WI 53095 Repair Facility (262) 306-1900 Business	<b>Insurance Company:</b>
--------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------

## VEHICLE

2009 FORD Focus SES 2D CPE 4-2.0L Gasoline SMPI MED BLUE MET

VIN: 1FAHP33NX9W198691	Interior Color:	Mileage In: 174,394	Vehicle Out:
License: 912-XAG	Exterior Color: MED BLUE MET	Mileage Out:	
State: WI	Production Date: 12/2008	Condition: Good	Job #:

### TRANSMISSION

5 Speed Transmission

### POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

### DECOR

Dual Mirrors

Tinted Glass

Console/Storage

### CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Message Center

Steering Wheel Touch Controls

### RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

### SAFETY

Drivers Side Air Bag

Passenger Air Bag

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

### SEATS

Cloth Seats

Bucket Seats

### WHEELS

Aluminum/Alloy Wheels

### PAINT

Clear Coat Paint

### OTHER

Fog Lamps

Rear Spoiler

Power Trunk/Gate Release

**Preliminary Estimate**

**Customer: LINGL, JACOB**

**Job Number:**

2009 FORD Focus SES 2D CPE 4-2.0L Gasoline SMPI MED BLUE MET

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	<b>DOOR</b>						
2	Repl	LT Mirror assy w/power w/heated glass	8S4Z17683CA	1	103.48	0.3	
3	Repl	LT Mirror cover primed	8S4Z17D743BAPTM	1	57.45	0.2	0.5
4		Add for Clear Coat					0.1
5	R&I	LT R&I trim panel				0.4	
6	<b>MISCELLANEOUS OPERATIONS</b>						
7	#	Refn	Color Tint				0.5
8	#		Flex Additive	1	5.00 T		
9	#	Subl	Hazardous Waste Removal	1	8.00 T		
10	#	Rpr	Scan For DTC-Pre Note: Mitchell Scan			0.5 M	
11	#	Rpr	Scan For DTC-Post Note: Mitchell Scan			0.5 M	
<b>SUBTOTALS</b>					<b>173.93</b>	<b>1.9</b>	<b>1.1</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			160.93
Body Labor	0.9 hrs @	\$ 60.00 /hr	54.00
Paint Labor	1.1 hrs @	\$ 60.00 /hr	66.00
Mechanical Labor	1.0 hrs @	\$ 92.00 /hr	92.00
Paint Supplies	1.1 hrs @	\$ 40.00 /hr	44.00
Miscellaneous			13.00
<b>Subtotal</b>			<b>429.93</b>
Sales Tax	\$ 429.93 @	5.6000 %	24.08
<b>Grand Total</b>			<b>454.01</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>454.01</b>

**MyPriceLink Estimate ID / Quote ID:**

513012391361953792 / 41645358

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

## Preliminary Estimate

**Customer: LINGL, JACOB**

**Job Number:**

2009 FORD Focus SES 2D CPE 4-2.0L Gasoline SMPI MED BLUE MET

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE2JK08, CCC Data Date 1/10/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2019 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

### SYMBOLS FOLLOWING PART PRICE:

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

### SYMBOLS FOLLOWING LABOR:

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

### OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

II

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

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.

*Finances  
Personnel*

\_\_\_\_\_  
CITY CLERK

DATE RECEIVED

1-22-19

RECEIVED BY

MKC

CLAIM NO.

24-18

## CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

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

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

1. Name of Claimant: Nora Ridenour (Kailee Ridenour - Mother)
2. Home address of Claimant: 1425 Pershing Avenue, Sheb. WI 53083
3. Home phone number: 920-889-3116
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) Sat. Jan 19<sup>th</sup> app. 10:30 am
6. Where did damage or injury occur? (give full description) Across the street from the YMCA to the left of the tennis courts, at the edge of the path where the sidewalk meets.
7. How did damage or injury occur? (give full description) I was carrying Nora because the snowdrifts and snow was so high she couldn't walk. When I picked her up we slipped on the ice and fell. I landed on her leg and it broke her tibia bone.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: unshoveled sidewalks and snow everywhere. They were not safe.
  - (b) Claimant's statement of basis for such liability: We slipped and fell because the sidewalk wasn't cleared.

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

Broken leg (spiral break in her tibia)

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ \_\_\_\_\_

Property: \$ \_\_\_\_\_

Personal injury: \$ TBD

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ Bills yet to be determined

Damaged vehicle (if applicable)

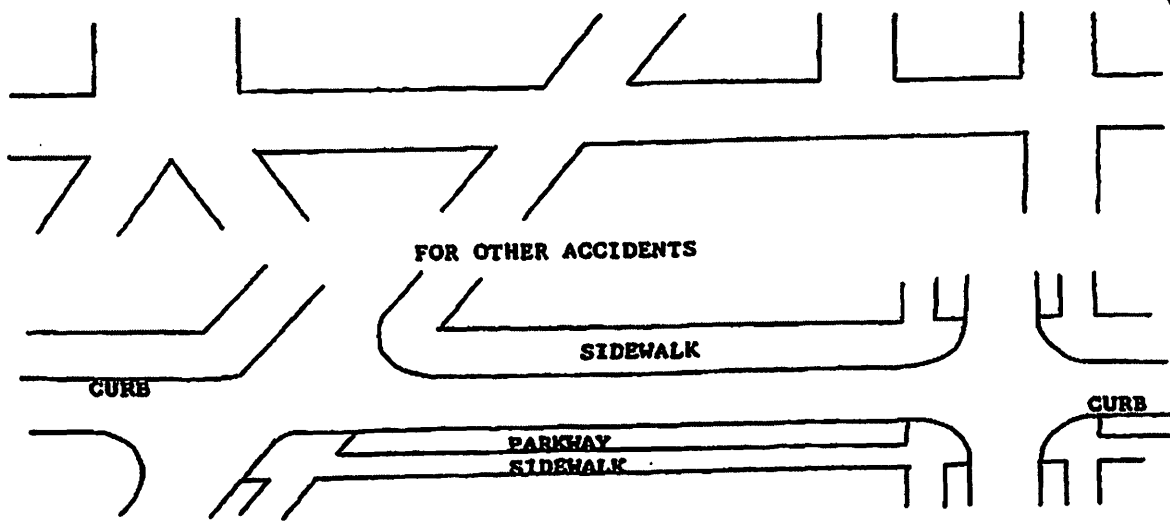
Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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

*Separate page.*



SIGNATURE OF CLAIMANT Kailee Ridenaar DATE 2-21-19

DATE RECEIVED 1-22-19

RECEIVED BY MKC

CLAIM NO. 24-18

CLAIM

Claimant's Name: Nora Ridenour  
Claimant's Address: 1425 Pershing Ave.  
Sheb, WI 53083  
Claimant's Phone No. 920-889-3116

Auto \$ \_\_\_\_\_  
Property \$ \_\_\_\_\_  
Personal Injury \$ TBD  
Other (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ \_\_\_\_\_

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ \_\_\_\_\_. To be determined, haven't recieved bills yet.

SIGNED Kaitlee Ridenour

DATE: 2-21-19

ADDRESS: 1425 Pershing Avenue Sheb, WI 53083

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

Lake Michigan

Parking Lot

Tennis Courts

Bathrooms

walking path

Sidewalk



where we slipped and fell

YMCA



III

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

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.

*Finance +  
Personnel*

\_\_\_\_\_  
CITY CLERK

Claim# 26-18

JAN 30 '19 AM 8:49



311 S. Wacker Drive  
Suite 4800  
Chicago, IL 60606  
Tel. 312.980.1122  
Fax 312.980.1132

[www.ryan.com](http://www.ryan.com)

**From the desk of:**

Sue Len  
(312) 980-1152  
[Sue.Len@ryan.com](mailto:Sue.Len@ryan.com)

On Behalf of:

O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts #4578 [BPP #59281870030]  
c/o Ryan, LLC  
PO Box 9167  
Springfield, MO 65801-9167

January 29, 2019

**Via Certified Mail and due to the weather, via Email Also**

Sheboygan City Clerk  
Assessment Correction Claim  
828 Center Avenue  
Sheboygan, WI 53081

Dear Clerk/Assessor,

This issue was originally brought to the attention of the Assessor's Department by Ed Agnes, but he is no longer with Ryan, LLC. Darcie Beernink has been working with me. Per her instructions the tax bill has been paid. Also per her instructions, you are receiving this letter detailing the assessment correction we believe ought to be made.

Darcie has admitted that a clerical error was made on the part of the Assessor's Office. Per the rendition that was filed, the Total Assessed Value ought to be \$37,590. However, according to the attached copy of the tax bill, the Total Assessed Value is \$72,420.

If you note the attached reviewed rendition page 1 in red: there is no subtotal line above \$37,590. So, when the numbers were added up in order to be entered to the computer, **two errors occurred**. First, the 2,760 figure was missed. Second, the grand total of 37,590 was also added in. The correct Total Assessed Value ought to be \$37,590.

Please mail the refund check to O'Reilly at the "on behalf of" address above.

If you have any questions or concerns, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Susan M. Len". The signature is written in a cursive, flowing style.

Susan M. Len  
Taxpayer's Representative

enclosures

**Due date**  
March 1, 2018

**Statement of Personal Property**  
Assessment date – January 1, 2018

**2018**

**Filing Instructions** – you must file this completed return with your local assessor on or before March 1, 2018. (sec. 70.35, Wis. Stats.) Report personal property not reported to the Wisconsin Department of Revenue's Manufacturing & Utility Bureau.

**Confidentiality** – under sec. 70.35(3), Wis. Stats., personal property returns filed with the local assessor are confidential records of the assessor's office.

**Failure to File** – if you do not file, your local assessor will estimate your property's value using the best information available. You will also be denied appeal rights with the Board of Review (BOR), under state law (sec. 70.35(4), Wis. Stats.).

**Questions?** – if you have questions on filing this form, contact your local assessor.

O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts  
O'Reilly Attn: Ryan, LLC  
PO Box 9167  
Springfield, MO 65801-9167

For Office Use Only	
School district	TID no.
Assessor name	Sheboygan City Assessor
Assessor address	Assessment Dept 828 Center Ave Ste 302 Sheboygan, WI 53081

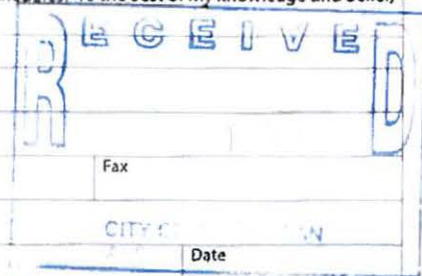
**Property Owner and Property Information** (agent, consignee or other representative)

<b>Property address:</b> (if different from above)	SHEBOYGAN, WI 53083-3839	FEIN 44-0618012	Account no. 59281870030
<b>Business type:</b>	Retail Auto Parts New	NAICS code 441310	<input type="checkbox"/> Town <input type="checkbox"/> Village <input type="checkbox"/> City
<b>Owner is:</b> (check box that applies)	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> LLP
<b>New owner information</b> – complete this section if there was a change in ownership or the business is no longer in operation.		New owner name	
<b>Type of change:</b> (check box that applies)	<input type="checkbox"/> Discontinued <input type="checkbox"/> Sold <input type="checkbox"/> Incorporated <input type="checkbox"/> Moved	Property address	
<b>Date of change:</b>		Mailing address	c/o RYAN, LLC; PO Box 06116, Chicago, IL 60606-0116
		Phone no.	(312) 980-1147
		Email	

**Preparer and Owner Information/Signature**

I, the undersigned declare under penalties of law that I have personally examined this return and its completed schedules. To the best of my knowledge and belief, this return is true, correct and complete.

<b>Preparer</b> Susan M. Len Name (please print) O'Reilly Attn: Ryan, LLC Address Springfield MO 65801-9167 Phone 312-980-1152 Fax 312-980-1132 Email Sub.Len@ryan.com	<b>Owner</b> Name (please print) Address Phone Fax Email Signature Date 02/27/2018
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------



**Schedule A – Personal Property Return (Assessment Summary as of January 1, 2018)**

This schedule summarizes all taxable personal property from Schedules B through H. Line 10, Col. 3 is the total value of your taxable personal property within this municipality.

Col. 1 Property Type	Col. 2 Subtotal	Col. 3 Total	For Office Use Only	
			Class	Col. 4
1. Boats and watercraft (from Sch. B)			1	
2. Furniture, fixtures and office equipment (from Sch. D)	26818.18			26820
3. Multifunction fax machines, copiers, postage meters ... (from Sch. D2)	2758.85			2760
4. Total of lines 2, 3		0	3	
5. Building on leased land (from Sch. E)			4B	
6. Leased equipment (property in charge of but not owned) (from Sch. F)				
7. Supplies (from Sch. G)	139.09			
8. All other personal property (from Sch. H)	7869.11			140
9. Total of lines 6, 7, 8		0	4A	7870
10. Total assessable – add lines 1, 4, 5, 9		0		37590

Schedule B – Boats and Watercraft						2018
<b>Report:</b> All boats and watercraft subject to general property taxation. Review the <i>Composite Conversion Factors</i> and <i>Composite Useful Lives Table</i> on various equipment: <a href="http://revenue.wi.gov/Pages/Report/p.aspx#personal">revenue.wi.gov/Pages/Report/p.aspx#personal</a> .						
Col. 1 Description of Boats and Watercraft	Col. 2 Acquisition Year	Col. 3 Original Cost	Col. 4 Conversion Factor	Col. 5 Declared Value January 1	Col. 6 For Office Use Only	
<b>Total declared value</b>						
<i>(Note: Attach additional sheets if needed)</i>						<i>Enter Col. 5 Total on Sch. A, Line 1, Col. 3</i>

Schedule C – Machinery, Tools and Patterns							2018
<b>Report:</b> All machinery and shop equipment. Use the costs from your accounting records. Summarize the original asset costs by acquisition year as of January 1 of last year. Enter these costs in Col. 2. Enter any additions or deletions by acquisition year in Col. 3.							
Col. 1 Acquisition Year	Col. 2 Total Original Cost as of Jan. 1, 2017	Col. 3 Additions, Disposals, Transfers at Cost Since Jan. 1, 2017	Col. 4 Net Total Original Cost as of Jan. 1, 2018 <i>(Col. 2 +/- Col. 3)</i>	Col. 5 Conversion Factor (10-yr)	Col. 6 Indexed Net Value (Full Value) on Jan. 1, 2018 <i>(Col. 4 x Col. 5)</i>	Col. 7 For Office Use Only	
2017							
2016							
2015							
2014							
2013							
2012							
2011							
2010							
2009							
2008							
All prior years							
Total							

Do Not Report

Schedule D – Furniture, Fixtures and Office Equipment							2018
<b>Report:</b> All furniture, fixtures and office equipment (e.g., office, store and professional furniture, fixtures and equipment, business and professional libraries, other assets related to the sales and administration of your business). Original Cost in Col. 4, should contain all costs of installation and freight, add-ons and sales tax.							
Col. 1 Acquisition Year	Col. 2 Total Original Cost as of Jan. 1, 2017	Col. 3 Additions, Disposals, Transfers at Cost Since Jan. 1, 2017	Col. 4 Net Total Original Cost as of Jan. 1, 2018 <i>(Col. 2 +/- Col. 3)</i>	Col. 5 Conversion Factor (10-yr)	Col. 6 Indexed Net Value (Full Value) on Jan. 1, 2018 <i>(Col. 4 x Col. 5)</i>	Col. 7 For Office Use Only	
2017			108.67	.925	100.52		
2016			368.58	.786	289.7		
2015				.668			
2014				.574			
2013			53174.96	.497	26427.96		
2012				.426			
2011				.370			
2010				.318			
2009				.270			
2008				.238			
All prior years			0	.138	0		
Total			53652.21		26818.18		
					<i>Enter Col. 6 Total on Sch. A, Line 2, Col. 2</i>		





**Sheboygan City, WI**  
**2018 Business Personal Property Tax Return - 59281870030**

**Taxpayer:** O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts  
**FEIN:** 44-0618012  
**Location ID:** 4578  
**Account #:** 59281870030

O'Reilly Auto Parts Store #4578  
 2829 CALUMET DR  
 SHEBOYGAN, WI 53083-3839

**Taxable - Summary**

**Form:** Schedule D - Furniture, Fixtures and Office Equip **Depreciation:** 10 YR Sched D

Year	Age	Cost	% Good *	Dep Value	Asmt Ratio	Assessed Value
2017	1	109	92.50	101	96.210	97
2016	2	369	78.60	290	96.210	279
2013	5	53,175	49.70	26,428	96.210	25,426
<b>Form Subtotal:</b>		53,652		26,818		25,802

**Totals for Form: Furniture, Fixtures and Office Equip** (Total of all assets subtotaled above in this form category)

2017		109		101		97
2016		369		290		279
2013		53,175		26,428		25,426
<b>Total</b>		53,652		26,818		25,802

**Form:** Schedule D-2 - Multifunct Fax Copiers Tele Syst Comput Equip **Depreciation:** 6 YR Sched D-2

Year	Age	Cost	% Good *	Dep Value	Asmt Ratio	Assessed Value
2015	3	870	49.20	428	96.210	412
2013	5	8,178	28.50	2,331	96.210	2,242
<b>Form Subtotal:</b>		9,048		2,759		2,654

**Totals for Form: Multifunct Fax Copiers Tele Syst Comput Equip** (Total of all assets subtotaled above in this form category)

2015		870		428		412
2013		8,178		2,331		2,242
<b>Total</b>		9,048		2,759		2,654

**Form:** Schedule G - Supplies **Depreciation:** Not Depreciated

Year	Age	Cost	% Good *	Dep Value	Asmt Ratio	Assessed Value
2017	1	139	100.00	139	96.210	134
<b>Form Subtotal:</b>		139		139		134

**Totals for Form: Supplies** (Total of all assets subtotaled above in this form category)

2017		139		139		134
<b>Total</b>		139		139		134

**Form:** Schedule H - Other PP **Depreciation:** 10 YR Sched H

Year	Age	Cost	% Good *	Dep Value	Asmt Ratio	Assessed Value
2013	5	15,833	49.70	7,869	96.210	7,571
<b>Form Subtotal:</b>		15,833		7,869		7,571

**Totals for Form: Other PP** (Total of all assets subtotaled above in this form category)

2013		15,833		7,869		7,571
<b>Total</b>		15,833		7,869		7,571

**Totals for Taxable**

<b>Cost</b>	<b>Dep Value</b>	<b>Assessed Value</b>
78,673	37,585	36,161

\* Percent Good is a composite of the percent good allowed and the trend factor if one is applicable

\* Values may differ slightly from the return due to rounding issues

**Sheboygan City, WI**  
**2018 Business Personal Property Tax Return - 59281870030**

**Taxpayer:** O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts  
**FEIN:** 44-0618012  
**Location ID:** 4578  
**Account #:** 59281870030

O'Reilly Auto Parts Store #4578  
 2829 CALUMET DR  
 SHEBOYGAN, WI 53083-3839

**Taxable - Detail**

**Form:** Schedule D - Furniture, Fixtures and Office Equip **Depreciation:** 10 YR Sched D

Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
12-31-2017	1	907275	MS SHELVING	109	101	97
09-30-2016	2	802986	MS SHELVING	369	290	279
08-12-2013	5	621857	SHELVING -LOZIER	37,754	18,764	18,053
08-13-2013	5	622070	SHELVING INSTL	6,195	3,079	2,962
08-23-2013	5	622850	FIXTURE FREIGHT	2,176	1,081	1,040
08-23-2013	5	622851	FIXTURE FREIGHT	2,176	1,081	1,040
08-31-2013	5	623913	FLOOR SAFE	390	194	186
08-31-2013	5	623922	MS SHELVING	4,484	2,229	2,144
<b>Form Subtotal:</b>				<b>8 Assets</b>	<b>53,652</b>	<b>26,818</b>

**Totals for Form: Furniture, Fixtures and Office Equip** (Total of all assets subtotaled above in this form category)

<b>2017</b>				109	101	97
<b>2016</b>				369	290	279
<b>2013</b>				53,175	26,428	25,426
<b>Total</b>				53,652	26,818	25,802

**Form:** Schedule D-2 - Multifunct Fax Copiers Tele Syst Comput Equip **Depreciation:** 6 YR Sched D-2

Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
02-28-2015	3	696047	DYNAMIC TI UPGRADE	870	428	412
08-31-2013	5	623251	XSERIES 3100	2,252	642	617
08-22-2013	5	625958	SV8100 9.5 BASIC PKG & INSTL	5,926	1,689	1,625
<b>Form Subtotal:</b>				<b>3 Assets</b>	<b>9,048</b>	<b>2,759</b>

**Totals for Form: Multifunct Fax Copiers Tele Syst Comput Equip** (Total of all assets subtotaled above in this form category)

<b>2015</b>				870	428	412
<b>2013</b>				8,178	2,331	2,242
<b>Total</b>				9,048	2,759	2,654

**Form:** Schedule G - Supplies **Depreciation:** Not Depreciated

Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
12-31-2017	1	2017 SUP 4578	Supplies	139	139	134
<b>Form Subtotal:</b>				<b>1 Asset</b>	<b>139</b>	<b>134</b>

**Totals for Form: Supplies** (Total of all assets subtotaled above in this form category)

<b>2017</b>				139	139	134
<b>Total</b>				139	139	134

**Form:** Schedule H - Other PP **Depreciation:** 10 YR Sched H

Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
06-21-2013	5	618850	73"X144"X24" DF MONUMENT SIGN	6,050	3,007	2,893
07-15-2013	5	621044	49" ORSF CLOUD SIGN	2,439	1,212	1,166
07-15-2013	5	621045	24" CHNNL LTRS ON WWAY	2,561	1,273	1,224
07-24-2013	5	621726	49" ORSF CLOUD SIGN INSTL	849	422	406
07-24-2013	5	621727	24" CHNNL LTRS ON WWAY INSTL	849	422	406
07-24-2013	5	621728	MONUMENT SIGN INSTL	849	422	406
08-31-2013	5	623917	MS INTERIOR D?COR	1,043	519	499

\* Percent Good is a composite of the percent good allowed and the trend factor if one is applicable

\* Values may differ slightly from the return due to rounding issues

**Sheboygan City, WI**  
**2018 Business Personal Property Tax Return - 59281870030**

**Taxpayer:** O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts  
**FEIN:** 44-0618012  
**Location ID:** 4578  
**Account #:** 59281870030

O'Reilly Auto Parts Store #4578  
 2829 CALUMET DR  
 SHEBOYGAN, WI 53083-3839

08-31-2013	5	623918	MS SIGNAGE	1,193	593	570
<b>Form Subtotal:</b>			8 Assets	15,833	7,869	7,571
<b>Totals for Form: Other PP</b>				<i>(Total of all assets subtotaled above in this form category)</i>		
2013				15,833	7,869	7,571
<b>Total</b>				15,833	7,869	7,571
<b>Totals for Taxable</b>				<b>Original Cost</b>	<b>Dep Value</b>	<b>Assd Value</b>
				78,673	37,585	36,161

\* Percent Good is a composite of the percent good allowed and the trend factor if one is applicable

\* Values may differ slightly from the return due to rounding issues

**Add/Delete Amounts Included in Previous Section (Listed For Information Purposes Only)**

**Sheboygan City, WI  
2018 Business Personal Property Tax Return - 59281870030**

**Taxpayer:** O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts  
**FEIN:** 44-0618012  
**Location ID:** 4578  
**Account #:** 59281870030

O'Reilly Auto Parts Store #4578  
2829 CALUMET DR  
SHEBOYGAN, WI 53083-3839

**Taxable-Add - Detail**

Form: Schedule D - Furniture, Fixtures and Office Equip				Depreciation: 10 YR Sched D		
Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
12-31-2017	1	907275	MS SHELVING	109	101	97
<b>Form Subtotal:</b>			1 Asset	109	101	97

Form: Schedule G - Supplies				Depreciation: Not Depreciated		
Date Acq	Age	Asset ID	Asset Description	Cost	Dep Value	Assd Value
12-31-2017	1	2017 SUP 4578	Supplies	139	139	134
<b>Form Subtotal:</b>			1 Asset	139	139	134

Totals for Taxable-Add						
			Cost	Dep Value	Assessed Value	
			248	240	231	

\* Percent Good is a composite of the percent good allowed and the trend factor if one is applicable

\* Values may differ slightly from the return due to rounding issues

**Add/Delete Amounts Included in Previous Section (Listed For Information Purposes Only)**

Sheboygan City, WI  
2018 Business Personal Property Tax Return - 59281870030

Taxpayer: O'Reilly Automotive Stores Inc, dba O'Reilly Auto Parts  
FEIN: 44-0618012  
Location ID: 4578  
Account #: 59281870030

O'Reilly Auto Parts Store #4578  
2829 CALUMET DR  
SHEBOYGAN, WI 53083-3839

**Not Taxable-DISPOSED - Detail: For Information Only**

Form: Schedule D - Furniture, Fixtures and Office Equip				Depreciation: 10 YR Sched D				
Date Acq	Age	Asset ID	Date Disposed	Asset Description	Cost	Dep Value	Assd Value	
11/30/2016	2	813323	09/30/2017	MS SHELVING	1	1	1	
<b>Form Subtotal:</b>			1 Asset		1	1	1	

Totals for Not Taxable-DISPOSED			
Cost	Dep Value	Assessed Value	
1	1	1	

\* Percent Good is a composite of the percent good allowed and the trend factor if one is applicable

\* Values may differ slightly from the return due to rounding issues

**PERSONAL PROPERTY TAX BILL FOR 2018**

Bill #: 764  
 Parcel #: 59281870030P  
 Alt. Parcel #:

O'REILLY AUTOMOTIVE STORES, INC  
 RYAN, LLC  
 PO BOX 9167  
 SPRINGFIELD MO 65801-9167

**CITY OF SHEBOYGAN**

To view payments, property  
 information, and maps go to  
[treasurer.sheboygancounty.com](http://treasurer.sheboygancounty.com)

**Total Due For Full Payment**

By January 31, 2019  
**\$1,847.57**  
 -- OR --

**Pay First Installment**

By January 31, 2019  
**\$1,847.57**

**Make Check Payable and Mail to:**  
 CITY OF SHEBOYGAN  
 MARTY HALVERSON, FINANCE DIR  
 828 CENTER AVENUE  
 SHEBOYGAN WI 53081  
 920-459-3311



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

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	In person payments should be made at one of the 4 Wisconsin Bank & Trust locations in Sheboygan.	Wisconsin Bank & Trust Lobby 4210 Highway 42 North, Sheboygan	Bring tax bill and payment. Mon-Fri - 9:00 to 4:00
		655 S Taylor Drive, Sheboygan	No Sat collection.
		604 N 8th Street, Sheboygan	No Drive-thru Payments.
		3220 S Business Drive, Sheboygan	Closed 12/24/18 at 12:30.
			12/25/18, 01/01/19 and 01/21/19.

Drop Off Sites:  
 Drop Box:  
 Sites Municipality Closed:  
 Online Payments:  
 Other Information:  
 Telephone:

None  
 Located at Temporary City Hall - 606 N. 9th Street, Sheboygan  
 12/24/18, 12/25/18, 12/31/18, 1/1/19  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov) - Click on property tax payment options banner on homepage. NOTE: Services fees will apply.  
 Email tax questions and receipt requests to: [taxinfo@sheboyganwi.gov](mailto:taxinfo@sheboyganwi.gov)  
 920-459-3311



**STATE OF WISCONSIN  
 PERSONAL PROPERTY TAX BILL FOR 2018  
 CITY OF SHEBOYGAN  
 SHEBOYGAN COUNTY**

**BILL NO. 764**  
 Correspondence should refer to parcel number  
**PARCEL#: 59281870030P**

SEQ# 1284

Property Address  
 2829 CALUMET DR

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
Personal	Property	72,420	0.9048	Personal	Property	80,000	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2017 Est. State Aids Allocated Tax Dist.	2018 Est. State Aids Allocated Tax Dist.	2017 Net Tax	2018 Net Tax	% Tax Change	Gross Property Tax
STATE OF WISCONSIN					0.00		1,847.57
SHEBOYGAN COUNTY		1,666,451	1,683,104	297.35	410.22	38.0%	First Dollar Credit
CITY OF SHEBOYGAN		13,335,856	13,418,661	529.00	717.64	35.7%	Lottery Credit
SHEBOYGAN		58,520,424	59,766,611	475.60	655.87	37.9%	Net Property Tax
LTC		2,827,594	2,897,907	46.44	63.84	37.5%	1,847.57
<b>Total</b>		<b>76,350,325</b>	<b>77,766,283</b>	<b>1,348.39</b>	<b>1,847.57</b>	<b>37.0%</b>	
		First Dollar Credit Lottery & Gaming Credit		1,348.39	1,847.57	37.0%	
		Net Property Tax					<b>TOTAL DUE FOR FULL PAYMENT</b>
							<b>PAY BY January 31, 2019</b>
							<b>\$ 1,847.57</b>

School taxes reduced by school levy tax credit \$ 142.77

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

Net Assessed Value Rate (Does NOT reflect credits)  
**0.025511878**

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

O'REILLY AUTOMOTIVE STORES, INC  
 RYAN, LLC  
 PO BOX 9167  
 SPRINGFIELD MO 65801-9167  
**#4578**

**RETAIN THIS PORTION AS YOUR COPY**

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

**FOR INFORMATIONAL PURPOSES ONLY**  
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
SHEBOYGAN	586,149.00	18.32	2037

PA-660 (R. 6-15)



P.O. Box 1156 ♦ 233 S. Patterson

Springfield, MO 65801

Phone (417)-862-3333

www.oreillyauto.com

**LETTER OF AUTHORIZATION**

O'Reilly Automotive, Inc.

Hereby appoints Ryan, LLC as representative for the purpose of filing real estate and personal property statements, renditions, returns and/or assessment appeals, applications or petitions for review of valuation with all counties, appraisal districts and/or Assessment Appeal Boards, Boards of Review, or Boards of Equalization; appearing on our behalf before said Boards; examining any records; and discussing with the appropriate governmental authorities the assessment and taxes billed of properties owned by this company. This Letter of Authorization encompasses any and all O'REILLY AUTOMOTIVE STORES, INC., OZARK AUTOMOTIVE DISTRIBUTORS, INC., O'REILLY AUTO ENTERPRISES, LLC, O'REILLY II AVIATION, INC., HI-LO AUTO SUPPLY L.P. and CSK AUTO CORPORATION/CSK Auto, Inc. (acquired through merger by O'Reilly Automotive, Inc.) corporate and subsidiary locations.

This authority shall take place effective as of January 1, 2018 and shall continue until revoked or superseded in writing by an officer of this company. Any and all previous authorizations duplicating this authority are hereby revoked.

Please send all forms, correspondence and value notices to the following address or alternative (ALT) address below as specified:

O'Reilly Auto Attn: Ryan, LLC  
P.O. Box 9167  
Springfield, Missouri 65801-9167  
(312) 980-1122

ALT Address:

\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_

Use the ALT Address

See attached list of RE parcels and/or PP accounts. TY 2018/2019.

O'Reilly Automotive, Inc.

*Thomas McFall*  
Signature

Thomas McFall  
Name

Executive V.P./CFO  
Title

2-1-18  
Date

Subscribed and sworn before me  
this 1 day of  
February, 2018.

*Nancy Nelson*  
Notary Public

NANCY NELSON  
Notary Public  
Commissioned for Greene County  
My Commission Expires: June 08, 2021  
Commission Number: 17480734

**RIGHT PART, RIGHT PRICE GUARANTEE!**



III

Res. No.       - 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](http://vendornet.wi.gov).

JHP

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

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. February 4, 2019.

Your Committee to whom was referred Res. No. 169-18-19 by Alderpersons Wolf and Sorenson authorizing a transfer of appropriations in the 2019 Budget; recommends approving the Substitute Resolution.

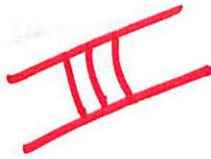
*reg*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor



Subs. of Res. No. 169 - 18 - 19. By Alderpersons Wolf and Sorensen.  
February 4, 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 emergency bridge repairs that periodically arise during the year due to unforeseen circumstances:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	Contractor Services	\$15,000.00
Contingency Fund Balance	10133170-521900	
10199020-810103		
		_____
		_____

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

A.7

Res. No. 169 - 18 - 19. By Alderpersons Wolf and Sorenson.  
January 21, 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 emergency bridge repairs that periodically arise during the year due to unforeseen circumstances:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Contingency Fund Balance 10199020-810103	Contractor Services 40033170-521900	\$15,000.00

Public Works  
amend-  
approve Sub Res

  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor



R. C. No. \_\_\_\_\_ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
February 4, 2019.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 171-18-19 by Alderpersons 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.

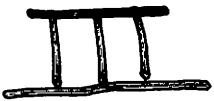
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. 171 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
January 28, 2019.

A RESOLUTION authorizing entering into a letter agreement with Clifton Larson Allen, LLP for professional financial and accounting services beginning January 22, 2019.

RESOLVED: That the Common Council hereby approves and authorizes the Finance Director to enter into a letter agreement with Clifton Larson Allen, LLP, for professional financial and accounting services, a copy of which is attached hereto.

*Finance And Personnel  
approve.*

\_\_\_\_\_  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor



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

January 16, 2019

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

Dear Marty:

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

Bill Judd is responsible for the services identified in this agreement. Wayne Foley is responsible for the daily activities of the engagement. Resources are dependent on client commitment date and fieldwork dates and subject to change.

#### **Scope of professional services**

CLA will perform the following services, under the direction of management, for the entity:

- Assist with the cash reconciliation.
- Assist with tasks related to capital assets.
- Assist with tasks related to 1099s.
- Assist with tasks related to grants.

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

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

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

#### **Fees, time estimates, and terms**

We estimate that your current financial and accounting related needs are approximately forty (40) hours per week starting January 22, 2019. As the engagement progresses, we will update time estimates and engage you in conversation about the project status.

The fees for services rendered for the scope of services described in this engagement letter will be billed at a rate of \$112 per hour for actual time spent. Total fees and expenses will not exceed \$25,000.

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

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

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

#### ***Finance charges and collection expenses***

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

#### **Limitation of remedies**

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

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

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

#### **Other provisions**

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

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

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

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

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

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

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

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

#### **Employment provision**

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

You acknowledge that:

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

You acknowledge and agree that CLA's damages resulting from violation of this section are difficult or impossible to estimate and that the sum stipulated above is a reasonable pre-estimate of the probable loss that CLA would incur based on the cost of replacement, training, lost resources for projects, and other factors and is not a penalty. Liquidated damages under this paragraph shall not limit or impair any other remedies CLA may seek for breach of this paragraph or this agreement.

**Termination of agreement**

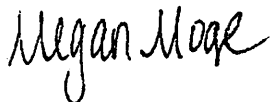
Either party may terminate this agreement at any time by giving written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination.

**Agreement**

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

Sincerely,

**CliftonLarsonAllen LLP**

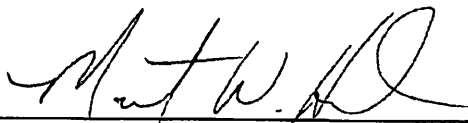


Megan Moore  
Principal  
612-397-3129  
megan.moore@CLAconnect.com

**Response:**

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

Authorized Signature: \_\_\_\_\_



Title: \_\_\_\_\_

*Finance Director*

Date: \_\_\_\_\_

*1-23-19*

Email: \_\_\_\_\_

*Marty.halverson@sheboygan.wi.gov*

Telephone: \_\_\_\_\_

*920-459-3304*

\*Final approval contingent on approval by City of Sheboygan City Council

IX

R. C. No. \_\_\_\_\_ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
February 4, 2019.

Your Committee to whom was referred Gen. Ord. No. 37-18-19 by Alderpersons Rindfleisch, Bohren and Wolf re-establishing the salary schedule for certain designated elected officials; recommends approving the Substitute Ordinance.

*ms*


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

  
Subs. of Gen. Ord. No. 37 - 18 - 19. By Alderpersons Rindfleisch, Bohren  
and Wolf. February 4, 2019.

AN ORDINANCE re-establishing the salary schedule for certain designated elected officials.

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

Section 1. Except as provided in Section 3 below, effective the third Tuesday in April of each of the following years, the annual salary for the limited-term, elected part-time Alderpersons is hereby established as follows:

2020: increase to \$5,720 per year  
2023: increase to \$6,084 per year

Section 2. Effective the third Tuesday in April of each of the following years, the annual salary for the limited-term, elected part-time Common Council President is hereby established as follows:

2020: increase to \$6,720 per year  
2023: increase to \$7,084 per year

Section 3. The annual salaries effective in 2020 shall not apply to Alderpersons (including a Common Council President) elected to the two-year term beginning in April of 2019 during that term of office. Such Alderpersons shall receive a salary of \$4,468.00 per year, which amount is unchanged from the salary paid in 2018.

Section 4. Part-time elected officials for the City of Sheboygan are not eligible for benefits unless qualified through the State of Wisconsin.

Section 5. Part-time elected officials may engage in outside business activities during normal City Hall office hours.

Section 6. Effective the third Tuesday in April of each of the following years, the annual salary for the full-time Mayor is hereby established as follows:

2020: increase to \$54,920.80 per year  
2021: 2% increase to \$56,019.22 per year  
2022: 2% increase to \$57,139.60 per year  
2023: 2% increase to \$58,282.39 per year

Section 7. Full-time elected officials are eligible to participate in the City of Sheboygan insurance programs equal to the benefits available to non-represented employees, with the same employee premium rates as other full-time, non-represented employees.

Section 8. Full-time elected officials shall not engage in any outside business activities during normal City Hall office hours.

Section 9. 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IX

6.1

Gen. Ord. No. 37 - 18 - 19. By Alderpersons Rindfleisch, Bohren and Wolf.  
January 21, 2019.

AN ORDINANCE re-establishing the salary schedule for certain designated elected officials.

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

Section 1. Effective the third Tuesday in April of each of the following years, the annual salary for the limited-term, elected part-time Alderpersons is hereby established as follows:

- 2020: increase to \$5,720 per year
- 2023: increase to \$6,084 per year

Section 2. Effective the third Tuesday in April of each of the following years, the annual salary for the limited-term, elected part-time Common Council President is hereby established as follows:

- 2020: increase to \$6,720 per year
- 2023: increase to \$7,084 per year

Section 3. Part-time elected officials for the City of Sheboygan are not eligible for benefits unless qualified through the State of Wisconsin.

Section 4. Part-time elected officials may engage in outside business activities during normal City Hall office hours.

Section 5. Effective the third Tuesday in April of each of the following years, the annual salary for the full-time Mayor is hereby established as follows:

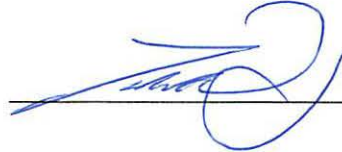
- 2020: increase to \$54,920.80 per year
- 2021: 2% increase to \$56,019.22 per year
- 2022: 2% increase to \$57,139.60 per year
- 2023: 2% increase to \$58,282.39 per year

Section 6. Full-time elected officials are eligible to participate in the City of Sheboygan insurance programs equal to the benefits available to non-represented employees, with the same employee premium rates as other full-time, non-represented employees.

Section 7. Full-time elected officials shall not engage in any outside business activities during normal City Hall office hours.

*Finance & Personnel*  
*approved Ord*  
*section 1-Add*  
*New Section 3 "The annual salaries effective in 2020 shall not apply to Ald. (including Pres) elected to the 7-year term beginning in April 2019 during that term in office. Such Ald. shall receive a salary of \$4468 per year, which amount is unchanged from the salary paid in 2018."*  
*Renumber sections*

Section 8. 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.



---

---

---

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IX

R. C. No. \_\_\_\_\_ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
February 4, 2019.

Your Committee to whom was referred Gen. Ord. No. 38-18-19 by Alderpersons 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.

*reg*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

*II*

*6.2*

Gen. Ord. No. 38 - 18 - 19. By Alderpersons Rindfleisch, Bohren and Wolf.  
January 21, 2019.

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

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Sections B.1., B.2., and B.3. 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
-------------	-------------	------------------

B. DEPARTMENT OF PUBLIC WORKS

DELETE:

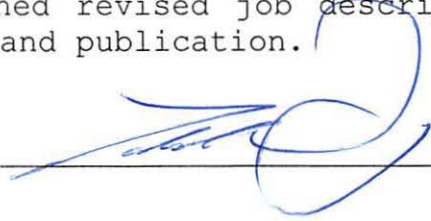
B.1.	Management Analyst	I	1
B.2.	Maintenance Worker II (Buildings)	MW2	1
B.3.	MWII (Park Caretaker II )	MW2	1

ADD:

B.1.	BUSINESS MANAGER	N	1
B.2.	PT MAINTENANCE WORKER I	MW1	.5
B.3.	CITY FORESTER	M	1

*Finance & Personnel  
approve*

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached revised job descriptions shall be in effect from and after its passage and publication.



---

---

---

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:** DPW Business Manager

**Department:** Department of Public Works

**Date Issue:** October 2018

**Reports To:** Director, Department of Public Works

**FLSA Classification:** Exempt

**Wage:** Salary Grade N

	Minimum	Midpoint	Maximum
As of 2019	\$65,811.20	\$77,417.60	\$89,024.00

## Position Summary

Under the general supervision of the Director of Public Works, the DPW Business Manager is a professional position responsible for managing and/or championing the development, design and implementation of performance measures, as well as responsibility for supervising department administrative personnel and ensuring departmental projects, operations, and budgets meet goals and objectives. Work primarily involves leadership and managing the administrative work-flow functions and personnel of the department, from budgetary monitoring, problems and concerns, to developing, designing and monitoring performance measures and reviewing long-range trend analysis and ensuring department and division accountability. This position is also responsible for the management and supervision of the Wildwood Cemetery.+

## Essential Duties & Responsibilities

1. Develops and ensures department performance metrics and designs, presents and implements performance measure in conformance with the long-range department and city goals.
2. Develops useful performance measures and assists the Director in managing of those measures into department operations. Manages, maintains, analyzes, and modifies performance measures on an on-going basis to reflect the Department of Public Works experience and history.
3. 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.
4. In conjunction with the Director of Finance and Department of Public Works Director, develops or assists in the development of the department's annual budget and monitors progress throughout the year.
5. Organize and oversee employee and/or citizen engagement surveys and develops a plan of action to identify and address the improvement program.
6. Provides and presents long range trend analysis and other reports to identify concern areas of spending and the basis for long-term policy decisions.
7. 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.
8. Represents the Director and acts in his/her absence when authorized.
9. Maintains regular punctual and predictable attendance, works overtime and extra hours as required.
10. Participates in the implementation and/or upgrades of MUNIS software system.

## Qualification Requirements:

11. Meets with and presents department budgeting and financial issues to public groups and individuals.
12. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors,

and citizens in a professional capacity.

13. Knowledge of principles and practices of accounting, budgeting and finance in a business setting.
14. Knowledge of performance measure budgeting and analysis.
15. Ability to maintain financial records and accounts.
16. Ability to create, prepare and present reports covering a variety of department needs.
17. Ability to work effectively under tight time constraints.
18. Ability to communicate effectively, both orally and in writing with individuals both inside and outside the organization.
19. Ability to perform various trend analysis, identify concerns and recommend long term solutions.
20. Professional-level knowledge of MSOffice products and the ability to work at a personal computer terminal for extended periods of time.
21. Ability to adapt to financial software products.

#### **Education and/or Experience**

22. Bachelor's degree in Public Administration, Political Science, Accounting, Business or related field preferred.
23. Three to five years of experience in a professional business environment, 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 a professional business and/or public sector environment.
24. Three or more years of demonstrated success in a supervisor capacity.

#### **Essential Physical Functions/Needs of the Job**

25. The physical demands for the position are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking and occasional lifting. Extended periods of time sitting using a keyboard are expected.

#### **Pre-employment Requirement**

26. Position is contingent on the individual passing a pre-employment drug screen.



## Job Description

**Job Title:** Forestry Operations Supervisor/City Forester      **Department:** Public Works  
**Date Issue:** 11/21/18      **Reports To:** Superintendent of Parks and Forestry  
**Classification:** Exempt      **Wage:** Grade M

## Position Summary

Under the general supervision of the Superintendent of Parks and Forestry, this position is responsible for exercising independent judgement and discretion in scheduling and monitoring daily work; managing the forestry division; overseeing hiring of seasonal staff, related personnel, and labor relations activities. This is responsible professional, technical, and supervisory work in directing and coordinating of the field operations for the Forestry Division. The work involves supervising the activities of forestry and additional staff, both permanent and seasonal. This work includes development and implementation of in-service training programs; and development and coordination of projects related to plant health care and urban forest maintenance operations. The position also directs and monitors tree protection requirements for construction activities impacting trees in the right-a-way; provides public information services; develops and coordinates hazardous materials management activities; and planning, outlying and coordinating for short and long-term/coordinated projects and section activities. Provide presentations for the public, as assigned. Point of contact for citizen inquiries regarding forestry related issues.

## Essential Duties & Responsibilities

### Supervise the daily field operation of the Forestry Division

1. Responsible for setting tree pruning cycle. Determine priorities, prepare daily work schedules and communicate assignments to division staff.
2. Coordinate the hiring, promotion, evaluation, discipline, and training of staff. Schedule and approve leave time of subordinate staff.
3. Enforces work rules/policies, trains and monitors employees regarding proper procedures, safety and health in the work environment and investigates corrective actions.
4. Inspect and evaluate the work completed by subordinate staff.
5. Develops, plans and schedules planting of trees within the public right of way. Manage and coordinate updates of street tree inventory.
6. Coordinate the dissemination of utility planting routes for street tree planting and obtain digging ticket number from Digger's Hotline and notify staff of ticket number.
7. Coordinate the purchasing and delivery of tree stock. Monitor budget expenditures. Order necessary supplies and materials. Assist in preparing specifications for equipment.

8. Investigates and responds to all requests, questions, complaints, and comments from the public, City staff, and elected officials.
9. Verify daily records prepared by subordinate staff. Compile and prepare weekly, monthly, quarterly and special reports.
10. Administers Urban Forestry Management Plan, ordinances, policies and procedures.

#### **Plans and coordinates the Forestry Division's Urban Forestry Management Plan**

11. Designs, implements, and monitors arboricultural programs.
12. Diagnosis tree problems and determine necessary treatment including insects, disease, and structural issues. Monitors pest incidence and population levels. Develops, implements and oversees, Forestry Division's operations plan for invasive and exotic pests.
13. Coordinates consults and makes recommendation on pesticide application programs including proper material, equipment, calibration, methods, timing, and personal protective equipment.
14. Coordinates manages, schedules and supervises the Emerald Ash Borer Operations Plan including the injection of city owned ash trees and preemptive removals of Ash.
15. Monitors pesticide use; maintains pesticide application records, current pesticide manual. Requisition, delivery, and manage sections of inventory of pesticides and chemical. Maintain current file of material safety data sheets on all potentially hazardous substances in section use. Assure section compliance with local, state and federal pesticide and hazardous materials regulations governing storage, application, worker protection, disposal, and emergency response.
16. Coordinates cooperative state and federal quarantine of control for exotic and invasive landscape pests (Ex. Gypsy moth, Emerald Ash Borer, Oak Wilt, etc.).

#### **Plans coordinates and provides technical training activities of the Division**

17. Coordinates the field and classroom training in arboriculture and forestry operation standards of practice for all new forestry employees.
18. Attends City Council and committee meetings as needed to provide information and recommendations concerning the Forestry Division.
19. Develops and implements in-service training programs for division to include both in-house and outside instructional resources.
20. Develops, acquires and maintains current written and visual instructional materials.
21. Develops, implements and coordinates staff training for on the job safety including the proper operation of equipment and tools, establishing work zones, compliance of ANSI Z133 Safety Standards for Arborist.

#### **Supervisory Responsibilities:**

Carry out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include interviewing employees, planning, assigning, and directing work, appraising performance, and rewarding and disciplining employees; addressing complaints and resolving problems.

Hiring/Promotion Clarification of Process: This individual recommends to the Director of Public Works, the hiring, promotion and termination of all employees that fall under the specified TO areas of responsibility in accordance with the guidelines set forth by the City Human Resources Department.

Evaluations: This individual is responsible for performing employee evaluations of all employees that fall under the specified TO areas of responsibility. These evaluations are to be in accordance with the guidelines set forth by the City Human Resources Department.

### **Qualification Requirements:**

To perform this job successfully, an individual must be able to perform each essential duty and responsibility satisfactorily. The requirements listed below are representative of the knowledge required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

### **Education and/or Experience**

Bachelor's degree from a recognized college or university with a major in one of the following: Forestry, Horticulture or related field along with six to seven years' experience in urban forestry operations and supervision; or any equivalent combination of education, experience and training which provided the following knowledge, abilities, and skills:

- Considerable knowledge of methods, procedures, equipment, and supplies used in tree pruning and related operations.
- Knowledge of heavy equipment operations
- Knowledge of all Public Works operations, facilities, procedures, and policies,
- Ability to investigate and resolve complaints
- Ability to communicate effectively, both orally and in writing, with personnel at various levels both within and outside the organization.
- Ability to work as a team member by establishing and maintaining effective working relationships with other employees and to deal with the public in a courteous and tactful manner.
- Skills in operation of computer equipment including GIS and Microsoft applications,
- Ability to train, direct and evaluate staff regarding the safe operation of all equipment.
- Ability to plan and prioritize work within the constraints of changing weather conditions.
- Ability to supervise and monitor work of staff at a variety of locations.
- Ability to properly barricade work sites in accordance with the City of Sheboygan Traffic Control Manuals and Manual of Uniform Traffic Control Devices standards
- Ability to obtain Commercial Pesticide Applicators License
- Possess and maintain a valid Wisconsin Class A Commercial Driver's License (CDL), with appropriate endorsements.
- Possess and maintain International Society of Arboriculture certification

### **Areas of Knowledge:**

- Customer service orientation
- Thorough knowledge of management principals, practices and organizational development.
- Considerable knowledge of the laws, operations, practices, economics and record keeping for the area of responsibility and the ability to analyze the effectiveness of the Division.
- Thorough knowledge of occupational hazards, safe work practices, and handicapped accessibility requirements.

- Considerable ability to organize, assign and supervise work.
- Ability to exercise good judgment, courtesy, and tact in maintaining effective public and employee relations and interdepartmental cooperation.
- A high sense of responsibility and initiative to work independently without supervision and to work from oral and written instructions.
- Ability to clearly express ideas and plans to subordinates other departments and citizens.
- Strong working knowledge of Microsoft Office suite of products including Word, Excel, PowerPoint.

### **Language Skills**

Ability to read, analyze, and interpret complex documents. Ability to respond effectively to sensitive inquiries or complaints. Ability to write documents and presentations using original or innovative techniques or style to convey complex information in a format that can be easily understood. Ability to make effective and credible presentations on potentially divisive or complex topics to top management, public groups, and other organizations and individuals at the local, state and federal level.

### **Mathematical Skills**

Ability to forecast, calculate, and understand various ratios, and performs analytical procedures.

### **Reasoning Ability**

Ability to define problems collect data, establish facts and forecasts, analyze information, and draw valid conclusions.

### **Pre-employment Requirement**

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

### **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.

Possession of a valid Wisconsin Motor Vehicle Operator's license in good standing.

Ability to visit various sites and visually inspect materials, equipment and facilities, and work/operations in various stages of completion and to respond to emergency situations with a relatively high degree of mobility.

### **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.

IX

R. C. No. \_\_\_\_\_ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
February 4, 2019.

Your Committee to whom was referred Gen. Ord. No. 39-18-19 by Alderpersons 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.

*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

*I*

6.3

Gen. Ord. No. 39 - 18 - 19. By Alderpersons Rindfleisch, Bohren and Wolf.  
January 21, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Fire 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 C.2 of section 82-33 of the supplement to the Code on file in the city clerk's office is amended as follows:

Class Title	Class Grade	NO. of Employees
C. FIRE DEPARTMENT		
DELETE:		
2. Administrative Assistant/ Confidential Secretary	F	1.0
PT Administrative Assistant	C	1.0
ADD:		
2. Communications and Data Management Specialist	I	1.0
PT Administrative Assistant - Fire	E	0.6

*Finance  
Personnel  
approve*

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached revised job descriptions shall be in effect from and after its passage and publication.



---

---

---

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**

<b>Job Title:</b>	<b>Communications and Data Management Specialist</b>		
<b>Date Issue:</b>	<b>January 21, 2019</b>		
<b>FLSA Classification:</b>	<b>Non exempt</b>		
<b>Department:</b>	<b>Fire</b>		
<b>Reports To:</b>	<b>Fire Chief</b>		
<b>Wage:</b>	<b>Salary Grade I</b>		
<b>As of 2019</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
	<b>\$47,195.20</b>	<b>\$55,515.20</b>	<b>\$63,835.20</b>

## **Position Summary**

Under direction from the Fire Chief, this position is responsible for the administrative support and coordination of the Fire Department. Work primarily involves leadership over the information technology and computer network hardware and software, data and information collection analysis and evaluation, and the design and development of information for website and social media.

## **Essential Duties & Responsibilities**

1. Develops useful performance measures and assists in the assimilation of those measures into department operations.
2. Conduct statistical and strategic analysis which prepares department quarterly, annual and on-request reports.
3. Supervises part time Department Secretary position.
4. Work with sworn personnel to streamline processes related to data storage, collection and retrieval.
5. Develops and tracks department performance metrics and designs, presents and implements.
6. Study the department and make appropriate recommendations for improvements in fire analysis practices.
7. Train department members on access to and analysis of data.
8. Maintain the Sheboygan Fire department Website and social media platforms.
9. Efficiently operates routine office equipment, including personal computer, photocopiers, calculators, telephones, scanners, digital recorders, and fax.
10. Organizes special department events as assigned (i.e. public education, public relations).

11. May prepare agendas and take minutes for various meetings.
12. Maintains confidentiality in all aspects of work.
13. Maintains regular punctual and predictable attendance, works overtime and extra hours as required.

## **Qualification Requirements**

1. Use computer databases, electronic spreadsheets, desktop publishing, word processing, records management system, and statistical applications to manipulate, analyze, and present data.
2. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
3. Ability to collect, analyze and interpret data and statistics using quantitative and qualitative methodology.
4. Ability to effectively participate in team efforts to improve/develop departmental programs and services.
5. Ability to perform various trend analysis, identify concerns and recommend long term solutions.
6. Knowledge and experience with computer systems in conducting research, analyzing data, and presenting and communicating findings.
7. Ability to research, gathers, and analyzes information and make accurate reports.
8. Considerable knowledge of Spillman, Tyler Incident Management, Share Point, MUNIS, and Board Docs.
9. Exhibit objectivity and openness to others' views and efforts.
10. Initiative, independent action, and tact under pressure.

## **Education and /or Experience**

1. Associate degree in, Accounting, Finance, Business, Information Technology, Graphic & Web Design or related field.
2. Three to five years of experience in a professional business environment and/or any equivalent combination of experience and training which provides the equivalent education, knowledge, abilities and skills, preferably in a professional business and/or public sector environment.

## **Essential Physical Functions/Needs of the Job**

The physical demands for the position are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking and occasional lifting. Extended periods of time sitting using a keyboard are expected.

## **Pre-employment Requirement**

Position is contingent on the individual passing a pre-employment drug screen.

## **Job Description**

<b>Job Title:</b>	<b>Part Time Administrative Assistant - Fire</b>		
<b>Date Issue:</b>	<b>January 21, 2019</b>		
<b>FLSA Classification:</b>	<b>Non exempt</b>		
<b>Department:</b>	<b>Fire</b>		
<b>Reports to:</b>	<b>Communications and Data Management Specialist</b>		
<b>Wage:</b>	<b>Salary Grade E</b>		
<b>As of 2019</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
	<b>\$37,918.40</b>	<b>\$44,616.00</b>	<b>\$51,313.60</b>

## **Position Summary**

Under administrative direction of the Communications and Data Management Specialist, this position is responsible for Fire Department billing and invoice processing which includes communication with other city departments and outside vendors. The position performs diverse and responsible secretarial duties requiring individual judgement, initiative, and daily office activities.

## **Essential Duties and Responsibilities**

1. Completes the departmental requisitions, purchase orders and invoices.
2. Skill in handling difficult and complex office situations.
3. Orders, stocks and distributes office supplies
4. Supports staff in assigned project based work.
5. Operates special office equipment such as the photocopier, computer and document scanner.
6. Maintain confidentiality in all aspects of Fire Department work
7. Maintain the travel and other expense vouchers and travel reports
8. Assist in the collection, maintenance and purging of data on newly hired, current, separated, terminated and retired employees.
9. Assist with the inspection reports
10. Coordinate and maintain the Fire Prevention School programs which include communicating with school personnel
11. Assist with the employment testing and records of the process
12. Assist in the timely scheduling of annual evaluations and payroll change notices.
13. Supplies information to outside agencies and individuals
14. Maintain the Fire Department's petty cash account
15. Performs related work as assigned.
16. Hours of work may vary.

## **Qualification Requirements**

1. Comprehensive knowledge of Microsoft Office software.
2. Comprehensive knowledge of office practices and procedures; proficiency in the use and understanding of business terminology; and the ability to follow complex oral and written instructions.
3. Ability to work cooperatively as part of a team.
4. Skill in handling difficult and complex office situations.
5. Considerable knowledge of office methods, practices and equipment.
6. Considerable knowledge of departmental operation and policy.
7. Ability to exercise good judgement, courtesy and tact in receiving calls and visitors and making proper disposition of problems.
8. Ability to keep accurate statistical records and make reports.
9. Requires a high sense of responsibility and initiative to work independently and productively with limited supervision.

## **Education and / or Experience**

1. High School Diploma or a GED Certificate recognized by the Wisconsin Department of Public Instruction, plus post high school courses relating to business.
2. Four years of progressively responsible office experience, including responsibility for office functions.

## **Essential Physical Functions/Needs of the Job**

The physical demands for the position are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking and occasional lifting. Extended periods of time sitting using a keyboard are expected.

## **Pre-employment Requirement**

Position is contingent on the individual passing a pre-employment drug screen.

IX

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. February 4, 2019.

Your Committee to whom was referred Gen. Ord. No. 40-18-19 by Alderpersons 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.

*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

6.4.



Gen. Ord. No. 40 - 18 - 19. By Alderpersons Wolf and Sorenson.  
January 21, 2019.

AN ORDINANCE creating Section 66-15 of the Municipal Code entitled "Coal Tar Sealant Products" regulating the application and sale of coal tar sealant products.

WHEREAS, the Common Council of the City of Sheboygan finds that the City's water resources are a natural asset which enhance the environmental, recreational, cultural, and economic resources of the area and contribute to the general health and welfare of the public; and

WHEREAS, the Common Council finds that polycyclic aromatic hydrocarbons (PAHs), which are contained in coal tar sealants and other high PAH sealants: volatilize off of sealed pavement and can be inhaled by humans and animals; are broken down by sunlight and abraded by vehicle and foot traffic; can be carried off of sealed pavement as small particles by that same traffic and transported into homes and onto nearby soils; and can be carried by storm water and other run off into the water resources of the City; and

WHEREAS, PAHs are an environmental concern because they are toxic to aquatic life, resulting in a loss of species and a lower number of organisms; and

WHEREAS, PAH compounds have been proven to be carcinogenic, mutagenic, and teratogenic to humans according to the International Agency for Research on Cancer; individuals with lifelong exposure to coal tar sealcoat treated pavements and playgrounds have a 38-fold higher risk of cancer; and the American Medical Association therefore advocates for legislation to ban the use of pavement sealcoats that contain PAHs, or which requires the use of sealcoat products that contain minimal PAH; and

WHEREAS, environmental impacts and human health risks can be minimized, and pavements can be maintained by utilizing alternative products or methods, absent PAHs; and

WHEREAS, the Common Council finds that regulating the amount of contaminants, including PAHs contained in coal tar sealant products and other high PAH sealant products, entering the water resources of the City will improve and protect public health and the water quality of the City and neighboring water resources.

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

Public Works  
approve

Section 1. Section 66-15 of the Municipal Code is hereby created to read as follows:

"Sec. 66-15. - Coal Tar Sealant Products.

(a) *Definitions.* As used hereinbelow, the following terms shall have the meanings indicated:

1. COAL TAR - is a byproduct of the process used to refine coal. Coal tar contains high levels of polycyclic aromatic hydrocarbons (PAHs).
2. COAL TAR SEALANT PRODUCT - means a pavement sealant product that contains coal tar, coal tar pitch, coal tar pitch volatiles, RT- 12, Refined Tar, or any variation assigned the Chemical Abstracts Service (CAS) numbers 65996-92-1, 65996-93-2, 65996-89-6, or 8007-45-2 , or related substances.
3. HIGH PAH SEALANT PRODUCT - means any pavement sealant product that contains greater than 0.1% polycyclic aromatic hydrocarbons (PAHs) by weight, including, but not limited to coal tar sealant products and sealant products containing steam-cracked petroleum residues, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, or any variation of those substances assigned the Chemical Abstracts Service (CAS) numbers 64742-90-1, 69013-21-4, or related substances.
4. PAVEMENT SEALANT PRODUCT - also known as sealcoat, is any substance that is typically applied as a coating on paved surfaces to protect the surfaces from water, oils, and/or damage from ultraviolet light. This may include but is not limited to sealant products that are coal tar based or asphalt based.
5. POLYCYCLIC AROMATIC HYDROCARBONS - also known as PAHs, are a group of organic chemicals that are formed during the incomplete combustion of coal, oil, gas, or other organic substances, are present at high levels in coal tar, and are known to be harmful to humans, fish, and other aquatic life.

(b) *Regulation of Application and Sale of Coal Tar and Other High PAH Sealant Products.*

1. Except for those exemptions provided for in subsection (c), no person shall apply any coal tar sealant product or high PAH sealant product within the City.

2. No person shall sell, offer to sell, or display for sale any coal tar sealant product or high PAH sealant product within the City.
3. Any person who sells pavement sealant products shall prominently display, on the shelf, pallet, rack, display fixture or space where such pavement sealant products are sold, a legible written notice that contains the following language:

"The application of coal tar sealant products or other high PAH sealant products on driveways, parking lots, and all other paved surfaces in the City is prohibited by Section 66-15 of the Municipal Code. Polycyclic Aromatic Hydrocarbons (PAHs) are a group of organic chemicals that are known to cause cancer and are toxic to aquatic life. Coal tar and other high PAH sealant products are a major source of PAHs that can migrate into homes, buildings, and soils, or be carried by storm water and other run off into the water resources of the City."

4. No person shall allow a coal tar sealant product or other high PAH sealant product to be applied upon property that is under that person's ownership or control.
  5. No person shall contract with a commercial applicator, residential or commercial developer, or any other person for the application of a coal tar sealant product or high PAH sealant product to any driveway, parking lot, or other surface within the City.
  6. No commercial applicator, residential or commercial developer, or other similar person or entity shall apply, or allow, cause or direct any employee, independent contractor, volunteer or other person to apply, a coal tar sealant product or high PAH sealant product to any driveway, parking lot or other surface within the City.
- (c) *Exemptions.* The Director of Public Works may exempt a person from the restrictions or prohibitions under subsection (b) if the Director makes either of the following determinations:
1. The person is conducting bona fide research concerning the effects of a coal tar sealant product or high PAH sealant product on the environment; and the use of the coal tar

product or high PAH sealant product is required for said research; and the Director determines that such research will not cause significant contamination of the surrounding environment, including soils and aquatic ecosystems, nor unduly endanger human health.

2. The person does not intend to apply the sealant product within the City's boundaries.

(d) *Penalties.* In addition to other action or relief to which the City may be entitled to prevent or remove a violation, penalties assessed for convictions of violating this ordinance shall be as follows:


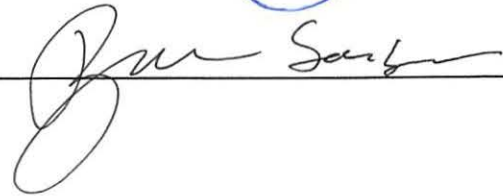
1. Any person who violates subsection (b) by applying a coal tar sealant product or high PAH sealant product upon property that is his or her residence shall be subject to a forfeiture of \$250 for a first violation, and \$500 for a second and subsequent violations.

2. Any commercial applicator, residential or commercial developer, industrial or commercial property owner or lessee, or any other person, other than a person identified under subsection (d) 1, who violates subsection (b) shall be subject to a forfeiture of \$1,000 for a first violation, and \$2,000 for a second and subsequent violations.

3. Each violation, and each day that a violation occurs or continues, constitutes a separate offense and shall be punishable as such.

4. In addition to the forfeitures provided for herein, persons violating this ordinance shall be required to pay court costs, fees, surcharges, and assessments, and may be required to pay the costs of prosecution; and, in the event of event of nonpayment of any of the foregoing amounts, may be imprisoned in the county jail until said sums are paid, except that the amount owed shall be reduced at the rate of \$25 for each day of imprisonment and the maximum period of imprisonment shall be 90 days.

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.

  
\_\_\_\_\_  
  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

Official Matters

R. O. No. \_\_\_\_\_ - 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 <sup>th</sup> 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 <sup>th</sup> Street
7260	Wagner, Jon F.	1317A N. 29 <sup>th</sup> 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

JHPS