

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

**CITY OF SHEBOYGAN**  
**SEVENTEENTH REGULAR COMMON COUNCIL MEETING**  
**Monday, December 3, 2018**

**ALDERPERSONS PRESENT:**

Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

**ALDERPERSONS ABSENT AND EXCUSED:**

Mary Lynne Donohue and Rosemarie Trester - 2.

**Meeting called to order at 6:00 p.m.**

**1. OPENING OF MEETING**

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

1.4 PRESENTATION - A year in Review of Neighborhood Revitalization Activities by Chad Pelishek, Department of City Development

1.5 PUBLIC FORUM - Limit of five people having five minutes each with comments limited to items on this agenda.

1.6 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 by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.2 R. O. No. 182-18-19 by City Clerk granting various license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Jim Bohren.

**Final Resolution: Motion Passes**

**Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.**

**2.3 R. C. No. 190-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 168-18-19 by City Clerk, submitting various license applications; recommends denying Beverage Operator License Application No. 2490 (Juwaun M. Jackson) based upon his record of violations related to the licensed activity, his history as a repeat law offender, and his failure to cooperate with the committee. ACCEPT AND FILE**

**Resolution: MOTION TO ACCEPT AND FILE**

**Motion by Todd Wolf, second by Jim Bohren.**

**Final Resolution: Motion Passes**

**Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.**

**2.4 R. C. No. 191-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 151-18-19 by the City Clerk, submitting various license applications; recommends denying Taxicab Driver License Application No. 9790 (Constance B. Butts) based upon her record of violations related to the licensed activity and her failure to cooperate with the committee. ACCEPT AND FILE**

**Resolution: MOTION TO ACCEPT AND FILE**

**Motion by Todd Wolf, second by Jim Bohren.**

**Final Resolution: Motion Passes**

**Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.**

**2.5 R. C. No. 192-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 174-18-19 by the Finance Director submitting a financial report of the City of Sheboygan for the period commencing January 1, 2018 and ending September 30, 2018; recommends to file the document. ACCEPT AND FILE**

**Resolution: MOTION TO ACCEPT AND FILE**

**Motion by Todd Wolf, second by Jim Bohren.**

**Final Resolution: Motion Passes**

**Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.**

**2.6 R. C. No. 193-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 181-18-19 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 Jim Bohren.**

**Final Resolution: Motion Passes**

**Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.**

**2.7 R. C. No. 194-18-19 by Finance and Personnel Committee to whom was referred Res. No. 128-18-19 by Alderpersons Rindfleisch and Bohren authorizing entering into a Tentative Agreement**

with the International Association of Fire Fighters Local 483 for a successor contract; recommends to file the document. ACCEPT AND FILE

**Resolution: MOTION TO ACCEPT AND FILE**

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.8 R. C. No. 195-18-19 by Finance and Personnel Committee to whom was referred Res. No. 130-18-19 by Alderpersons Rindfleisch and Bohren authorizing the Finance Director to execute the Wisconsin Statement Debt Collection Agreement by and between the Wisconsin Department of Revenue and the City of Sheboygan with regard to debt collection services; recommends to approve the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

**Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION**

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.9 R. C. No. 196-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 131-18-19 by Alderpersons Donohue and Sorenson authorizing application for the Criminal Justice, JAG Drug Task Forces (2017) Grant Solicitation for 2019 Operations; 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 Jim Bohren.

Final Resolution: Motion Passes

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

2.10 R. C. No. 197-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 132-18-19 by Alderpersons Donohue and Sorenson authorizing application for the Criminal Justice, Law Enforcement Drug Trafficking Response (2019) Grant Solicitation; 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 Jim Bohren.

Final Resolution: Motion Passes

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

2.11 R. C. No. 198-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 133-18-19 by Alderpersons Donohue and Sorenson authorizing application for 2019 Wisconsin Justice System Improvement, Beat Patrol - Overtime, Grant Solicitation; 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 Jim Bohren.

Final Resolution: Motion Passes

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

2.12 R. C. No. 199-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 134-18-19 by Alderpersons Donohue and Sorenson authorizing application for 2019 Wisconsin Justice System Improvement, Beat Patrol Grant Solicitation; 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 Jim Bohren.

Final Resolution: Motion Passes

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

2.13 R. C. No. 200-18-19 by Public Works Committee to whom was referred Res. No. 135-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement (revised date November 8, 2018), I.D. 4996-01-72/73 for the reconstruction of Superior Avenue from N. Taylor Drive to N. 29th Street; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.14 R. C. No. 201-18-19 by Public Works Committee to whom was referred Res. No. 136-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into a revised State/Municipal Agreement (revised date November 1, 2018), I.D. 4996-01-78/79/80/81 for the reconstruction of North Avenue from Calumet Drive to N. 15th Street; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

### **3. REPORTS OF OFFICERS**

3.1 R. O. No. 183-18-19 by City Clerk submitting a Notice of Claim from Joe Burgarino regarding alleged damages to his transportation scooter when it hit a water service shutoff stop box protruding from the sidewalk. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.2 R. O. No. 184-18-19 by Director of Human Resources submitting a letter for Diversified Benefit Services, Inc. regarding their services as a Third Party Administrator ("TPA") to provide Section 125 - Flexible Benefit Plan services for the health plan sponsored by the City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.3 R. O. No. 185-18-19 by Director of Human Resources submitting a letter from Diversified Benefit Services, Inc. regarding their services administering the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and/or state insurance continuation on behalf of the City of Sheboygan and its group health program. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.4 R. O. No. 186-18-19 by City Clerk submitting a communication from Robert J. Pasquest, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 10th Street) for purposes of construction and vehicular and pedestrian ingress and egress (with landscaping). REFER TO CITY PLAN COMMISSION

3.5 R. O. No. 187-18-19 by City Clerk submitting a communication from Robert J. Pasquest, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 11th Street) for purposes of continuing overhang of the existing building. REFER TO CITY PLAN COMMISSION

3.6 R. O. No. 188-18-19 by City Clerk submitting a communication from Robert J. Pasquest, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (Maryland Avenue) for purposes of parking, construction, and vehicular and pedestrian ingress and egress. REFER TO CITY PLAN COMMISSION

3.7 R. O. No. 189-18-19 by City Clerk submitting a communication from Robert J. Pasquest, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 11th Street) for purposes of parking, construction, and vehicular and pedestrian ingress and egress. REFER TO CITY PLAN COMMISSION

#### **4. RESOLUTIONS**

4.1 Res. No. 138-18-19 by Alderperson Bohren authorizing the appropriate City officials to execute an Easement Agreement between Badger State Lofts, LP and the City of Sheboygan, Wisconsin, regarding the property located near 1031 Maryland Avenue, Sheboygan, Wisconsin. REFER TO CITY PLAN COMMISSION

4.2 Res. No. 139-18-19 by Alderpersons Rindfleisch and Bohren authorizing the City to enter into a renewal agreement for managed transplant program coverage with Optum for the calendar year 2019. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.3 Res. No. 140-18-19 by Alderperson Rindfleisch and Bohren authorizing the City to enter into a renewal agreement for medical stop-loss insurance with Sun Life for coverage during 2019. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.4 Res. No. 141-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2019. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.5 Res. No. 142-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to enter into renewal agreement with Delta Dental to administer dental benefit plan services for the City for calendar years 2019 and 2020. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.6 Res. No. 143-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to Parcel Identification Number 59281108031. REFER TO PUBLIC WORKS COMMITTEE

4.7 Res. No. 144-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to Parcel Identification Numbers 59281107420 and 59281107440. REFER TO PUBLIC WORKS COMMITTEE

## 5. REPORT OF COMMITTEES

5.1 R. C. No. 203-18-19 by Finance and Personnel Committee to whom was referred Res. No. 129-18-19 by Alderpersons Rindfleisch and Bohren adopting the 2019 City of Sheboygan Compensation Program for Non-Represented employees; recommends to approve the Resolution with amendments to the compensation program. ACCEPT AND ADOPT AND PASS RESOLUTION

### MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

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

5.2 R. C. No. 202-18-19 by Public Works Committee to whom was referred Res. No. 137-18-19 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to enter into a contract or contracts to obtain trees and tree planting services to replace street trees in the City of Sheboygan; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

### MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Ryan Sorenson

Before action was taken, motion to change "7 days" in Article 10 and Article 11 of the contract with Property Solutions Contracting LLC to "21 days".

Motion by Todd Wolf, second by Markus Savaglio.

Final Resolution: Motion Passes

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

### MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION AS AMENDED

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

5.3 R. C. No. 204-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 26-18-19 by Alderpersons Donohue and Sorenson repealing and recreating Section 26-227 and 26-262 of the Municipal Code relating to fees for electrical inspections, so as to increase re-inspection fees and reduce standard fees so as to better reflect the actual costs of the electrical inspection program; recommends to approve the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

### MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Ryan Sorenson, second by Ron Rindfleisch.

Final Resolution: Motion Passes

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

## 6. GENERAL ORDINANCE

6.1 Gen. Ord. No. 27-18-19 by Alderperson Bohren repealing Resolution No. 457-83-84, Gen. Ord. No. 216-88-89, and Gen. Ord. No. 110-92-93 relating to the grants of encroachment privileges. REFER TO CITY PLAN COMMISSION

6.2 Gen. Ord. No. 28-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 10th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of construction and vehicular and pedestrian ingress and egress (with landscaping). REFER TO CITY PLAN COMMISSION

6.3 Gen. Ord. No. 29-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of continuing overhang of the existing building. REFER TO CITY PLAN COMMISSION

6.4 Gen. Ord. No. 30-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of Maryland Avenue located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of parking, construction, and vehicular and pedestrian ingress and egress. REFER TO CITY PLAN COMMISSION

6.5 Gen. Ord. No. 31-18-19 by Alderperson Bohren granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of parking, construction, and vehicular and pedestrian ingress and egress. REFER TO CITY PLAN COMMISSION

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

7.1 R. O. No. 190-18-19 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

7.2 Res. No. 145-18-19 by Alderpersons Donohue and Sorenson authorizing the appropriate City officials to execute the Agreement for Use of Subscription Material between the Sheboygan Fire Department and Lexipol, LLC, with regard to fire policy manual and daily training bulletins. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

7.3 Gen. Ord. No. 32-18-19 by Alderperson Rindfleisch amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Fire Department Table of Organization. REFER TO FINANCE AND PERSONNEL COMMITTEE

## **8. ADJOURN MEETING**

### **8.1 Motion to Adjourn**

MOTION TO ADJOURN AT 6:26 P.M.

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

Generated by City Clerk Meredith DeBruin on Tuesday, December 4, 2018

II

R. O. No.     - 18 - 19. By CITY CLERK. December 17, 2018.

Submitting various license applications.

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

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1338	Sheboygan Jaycees Foundation	PO Box 561, Sheboygan - One day event to be held December 31, 2018 at the EBCO Artworks - 1201 Erie Avenue.
1376	St. Dominic Ushers Society	2100 N. 21 <sup>st</sup> Street - One day event on January 27, 2019 to be held in the PAC Hall.

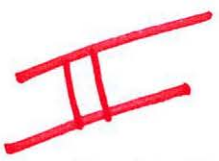
Secondhand Dealer License (12/31/2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2622	Danny's Multiservices	925 Indiana Avenue
1132	Gibson Girls	322 Bell Avenue
1302	Rudnick Jewelers	919 N. 8 <sup>th</sup> Street
1741	Sheboyguns Shooter Supply	1822 N. 12 <sup>th</sup> Street

Commercial Operator License (12/31/2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3222	4T2 Property Services LLC	W2365 River Valley Dr., Sheb. Falls
1470	Alliant Energy	4421 Tower Drive
3014	BBD	W2830 Cty Rd D, Cedar Grove
1176	Grass Cuts Lawn Service LLC	2532 S. 14 <sup>th</sup> Street
2138	JR's Tree Service	1429 N. 26 <sup>th</sup> Street
2012	M & K Lawn Services	145 Foxglove Lane, Sheboygan Falls
1727	Millhome Nursery & Greenhouses	N9573 Rhine Road, Elkhart Lake

*Consent*



R. O. No.           - 18 - 19. By BOARD OF CONTRACTORS EXAMINERS.  
December 17, 2018.

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

291           Jon J Goedeke                           Carpenter Contractor  
              W3019 Garton Rd  
              Sheboygan Falls, WI 53085-1905

18703        Jason J Knuth                           Carpenter Contractor  
              14020 Cedar Terrace Rd  
              Kiel, WI 53042-3719

39652        David D Bitter                       Carpenter Contractor  
              N8334 Meadowlark Rd  
              Sheboygan, WI 53083-5281

41226        Methuselah I Brown               Carpenter Contractor  
              N9738 Korb Rd  
              St Cloud, WI 53079-1240

---

BOARD OF CONTRACTORS EXAMINERS

*Consent.*

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY PLAN COMMISSION. December 17, 2018.

Your Commission to whom was referred Gen. Ord. No. 27-18-19 by Alderperson Bohren for an Ordinance repealing Resolution No. 457-83-84, Gen. Ord. No. 216-88-89, and Gen. Ord. No. 110-92-93 relating to the grants of encroachment privileges; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 11, 2018, and after due consideration, recommends approval of the General Ordinance.

---

CITY PLAN COMMISSION

X

6.1

Gen. Ord. No. 27- 18 - 19. By Alderperson Bohren. December 3, 2018.

AN ORDINANCE repealing Resolution No. 457-83-84, Gen. Ord. No. 216-88-89, and Gen. Ord. No. 110-92-93 relating to the grants of encroachment privileges.

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

Section 1. Resolution No. 457-83-84, effective April 4, 1984, which granted an encroachment to General Split Corporation, is hereby repealed in its entirety.

Section 2. Gen. Ord. No. 216-88-89, effective April 5, 1989, which granted an encroachment to Allen A. Thill, d/b/a Thill Products and Upholstery, is hereby repealed in its entirety.

Section 3. Gen. Ord. No. 110-92-93, effective December 21, 1992, which amended an encroachment to Allen A. Thill, d/b/a Thill Products and Upholstery, is hereby repealed in its entirety.

Section 4. 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 enactment.

*City Plan  
approve*

*James A. Bohren*

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

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

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

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY PLAN COMMISSION. December 17, 2018.

Your Commission to whom was referred Gen. Ord. No. 28-18-19 by Alderperson Bohren and R. O. No. 186-18-19 by City Clerk who submitted a communication from Robert J Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 10<sup>th</sup> Street) for purpose of construction and vehicular and pedestrian ingress and egress (with landscaping); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 11, 2018, and after due consideration, recommends approval of the General Ordinance and R. O.

---

CITY PLAN COMMISSION

~~X~~ 4-2  
Gen. Ord. No. 28 - 18 - 19. By Alderperson Bohren. December 3, 2018.

AN ORDINANCE granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 10th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of construction and vehicular and pedestrian ingress and egress (with landscaping).

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

Section 1. Subject to the terms and conditions contained herein, Badger State Lofts, LP, its successors and assigns, is hereby granted the privilege of encroaching upon described portions of South 10th Street, adjacent to property at 1031 Maryland Avenue, City of Sheboygan, as follows:

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 00°-02'-54" EAST, A DISTANCE OF 2.87 FEET; THENCE SOUTH 89°-12'-14" EAST, A DISTANCE OF 290.00 FEET; THENCE SOUTH 89°-03'-28" EAST, A DISTANCE OF 76.27 FEET; THENCE SOUTH 07°-15'-25" EAST, A DISTANCE OF 15.74 FEET; THENCE NORTH 82°-19'-18" EAST, A DISTANCE OF 7.59 FEET; THENCE SOUTHEASTERLY 90.17 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 203.39 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 12°-41'-49" EAST, A CHORD DISTANCE OF 89.44 FEET; THENCE SOUTH 00°-11'-21" WEST, A DISTANCE OF 213.77 FEET; THENCE SOUTHWESTERLY 55.32 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 34.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 46°-48'-06" WEST, A CHORD DISTANCE OF 49.42 FEET; THENCE SOUTH 01°-39'-22" WEST, A DISTANCE OF 3.07 FEET; THENCE NORTH 88°-20'-38" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 01°-39'-22" EAST, A DISTANCE OF 2.43 FEET; THENCE NORTH 89°-18'-54" WEST, A DISTANCE OF 352.98 FEET; THENCE NORTH 00°-02'-54" EAST, A DISTANCE OF 6.96 FEET TO THE SOUTH LINE OF THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE; THENCE SOUTH 89°-12'-53" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 360.28 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 230; THENCE NORTH 00°-14'-22" EAST ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 341.37 TO THE NORTH LINE OF SAID BLOCK 230; THENCE NORTH 89°-15'-05" WEST ALONG SAID NORTH LINE, A DISTANCE 361.42 FEET TO THE POINT OF BEGINNING.

for the purpose of construction and vehicular and pedestrian ingress and egress (with landscaping), in accordance with the sketch attached hereto and made a part hereof.

City Plan  
Approve

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Badger State Lofts, LP, its successors and assigns:

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

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Badger State Lofts, LP, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Badger State Lofts, LP, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

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

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

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

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

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

*James A. Bohrer*  
\_\_\_\_\_

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

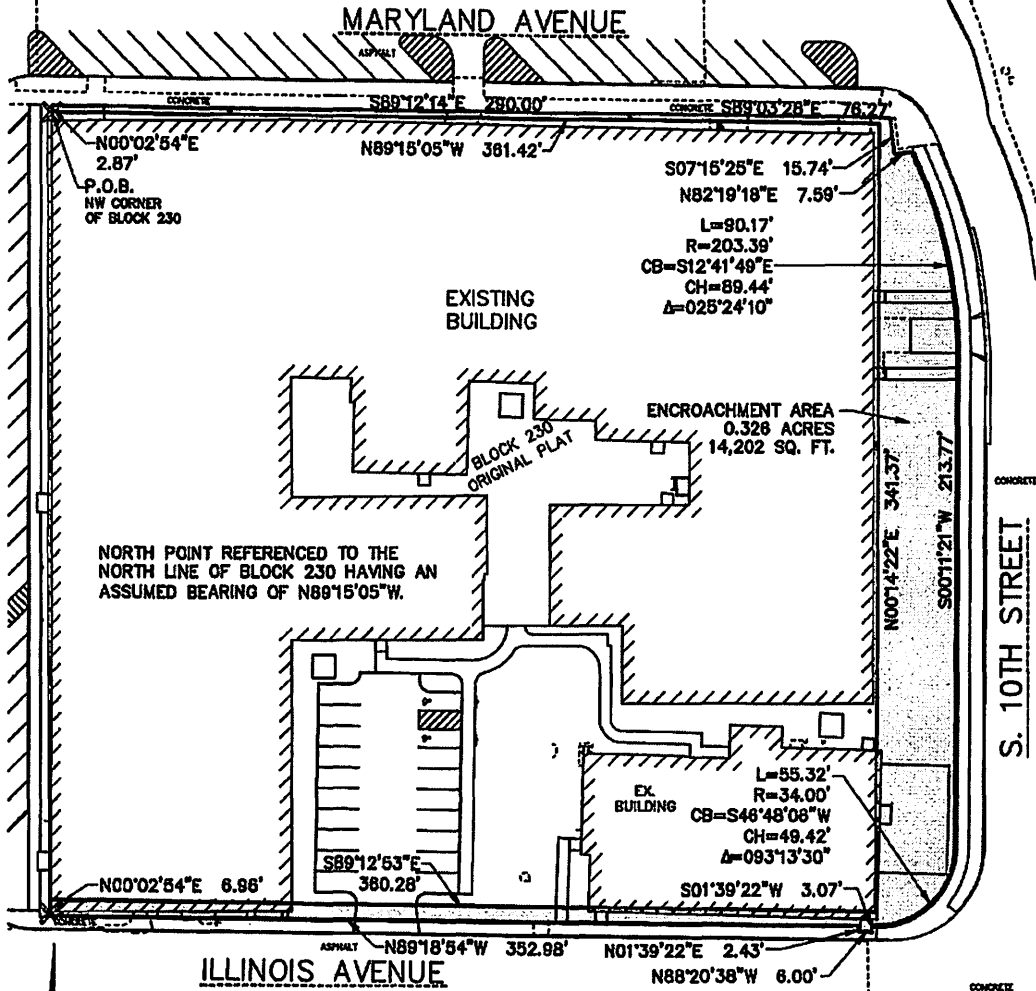
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 00°-02'-54" EAST, A DISTANCE OF 2.87 FEET; THENCE SOUTH 89°-12'-14" EAST, A DISTANCE OF 280.00 FEET; THENCE SOUTH 89°-03'-28" EAST, A DISTANCE OF 78.27 FEET; THENCE SOUTH 07°-15'-25" EAST, A DISTANCE OF 15.74 FEET; THENCE NORTH 82°-19'-18" EAST, A DISTANCE OF 7.59 FEET; THENCE SOUTHEASTERLY 90.17 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 203.39 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 12°-41'-49" EAST, A CHORD DISTANCE OF 89.44 FEET; THENCE SOUTH 00°-11'-21" WEST, A DISTANCE OF 213.77 FEET; THENCE SOUTHWESTERLY 55.32 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 34.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 48°-48'-08" WEST, A CHORD DISTANCE OF 49.42 FEET; THENCE SOUTH 01°-39'-22" WEST, A DISTANCE OF 3.07 FEET; THENCE NORTH 88°-20'-38" WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH 01°-39'-22" EAST, A DISTANCE OF 2.43 FEET; THENCE NORTH 89°-18'-54" WEST, A DISTANCE OF 352.98 FEET; THENCE NORTH 00°-02'-54" EAST, A DISTANCE OF 6.98 FEET TO THE SOUTH LINE OF THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE; THENCE SOUTH 89°-12'-53" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 380.28 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 230; THENCE NORTH 00°-14'-22" EAST ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 341.37 TO THE NORTH LINE OF SAID BLOCK 230; THENCE NORTH 89°-15'-05" WEST ALONG SAID NORTH LINE, A DISTANCE 361.42 FEET TO THE POINT OF BEGINNING.



NORTH POINT REFERENCED TO THE NORTH LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF N89°15'05"W.


**BENEFITED PARCEL DESCRIPTION:**

ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

DATE: AUGUST 28, 2018  
REV: NOVEMBER 26, 2018

SHEET 1 OF 1 SHEETS





Always a Better Plan  
100 CHARLOTTE DRIVE  
FOND DU LAC, WI 54601  
PHONE: (920) 924-8800  
FAX: (920) 924-0001

PROJECT NO. 1705480

II

3.4

R. O. No. 186 - 18 - 19. By CITY CLERK. December 3, 2018.

Submitting a communication from Robert J. Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 10<sup>th</sup> Street) for purposes of construction and vehicular and pedestrian ingress and egress (with landscaping).

*City Clerk  
at file*

---

CITY CLERK

Nov. 27, 2018

City of Sheboygan  
City Clerk's Office  
828 Center Ave. Suite 100  
Sheboygan, WI 53081

**Subject: Encroachment Request Application  
Badger State Lofts – 1031 Maryland Avenue  
Sheboygan, WI 53081**

To Whom It May Concern

This letter is being submitted by Badger State Lofts, LP, a Wisconsin limited partnership (the "Partnership") as part of the Encroachment Request Application required by the City of Sheboygan for the proposed development of a 118-unit affordable housing development and consisting of commercial space known as Badger State Lofts (the "Project"), located at 1031 Maryland Avenue, Sheboygan, WI 53081 (the "Partnership Property"). The proposed encroachment is as described on the attached Encroachment Description Exhibit (the "Encroachment").

The Partnership requests exclusive and perpetual use of the Encroachment for (i) construction, and (ii) vehicular and pedestrian ingress and egress. The Partnership shall be responsible for any maintenance and repair obligations relating to such use of the Encroachment.

The Partnership requests such use of the Encroachment in relation to the need for storage and staging of construction equipment and materials related to the Project, as well as the right of vehicular and pedestrian ingress and egress over and across the Encroachment reasonably necessary to construct the Project.

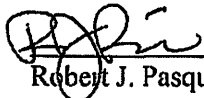
If you have any questions please call me at 317-708-6519.

Thank you,

**BADGER STATE LOFTS, LP, a Wisconsin limited partnership**

By: KCG Badger State Lofts GP, LLC  
Its: General Partner

By: KCG Holdings, LLC  
Its: Manager

By:   
Robert J. Pasquesi, II  
President

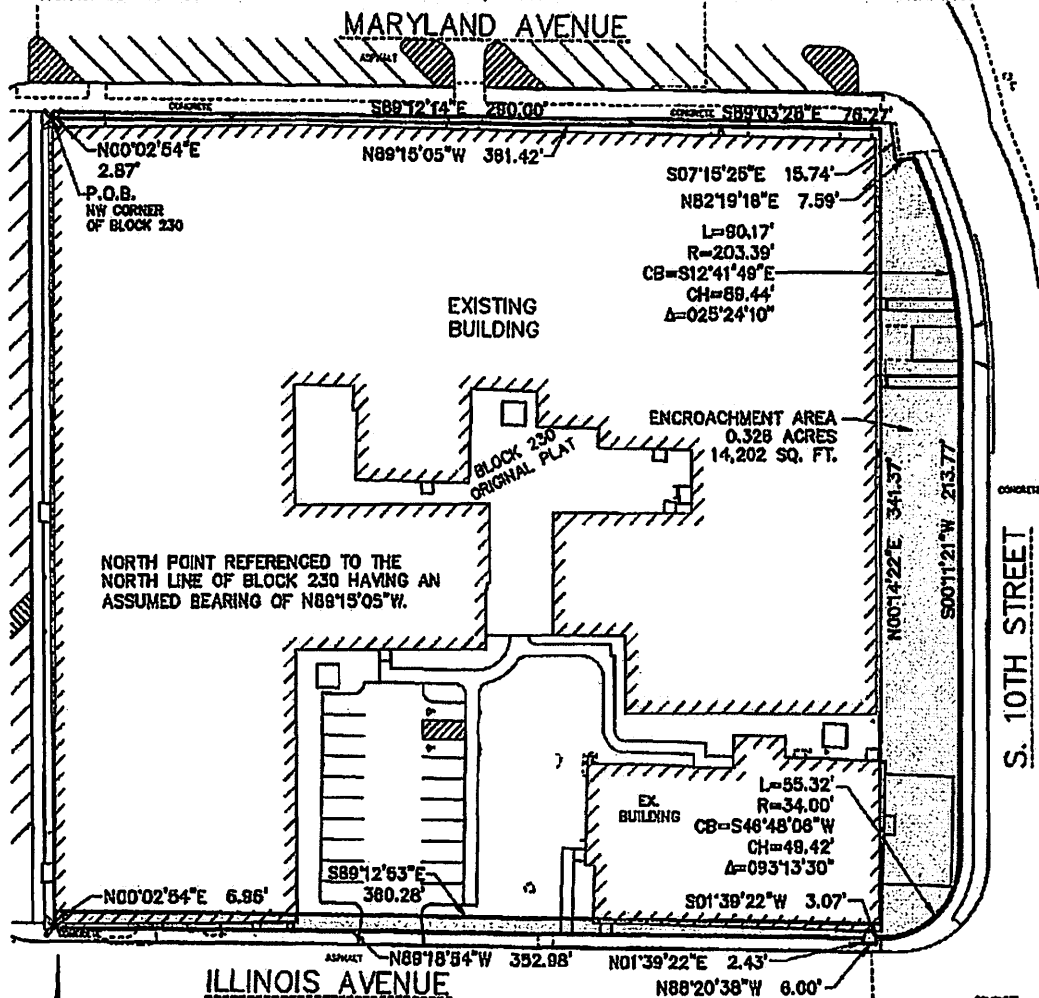
Enclosures: Encroachment Description Exhibit

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 00°-02'-54" EAST, A DISTANCE OF 2.87 FEET; THENCE SOUTH 89°-12'-14" EAST, A DISTANCE OF 280.00 FEET; THENCE SOUTH 89°-03'-28" EAST, A DISTANCE OF 78.27 FEET; THENCE SOUTH 07°-18'-25" EAST, A DISTANCE OF 15.74 FEET; THENCE NORTH 82°-19'-18" EAST, A DISTANCE OF 7.59 FEET; THENCE SOUTHEASTERLY 90.17 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 203.39 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 12°-41'-49" EAST, A CHORD DISTANCE OF 89.44 FEET; THENCE SOUTH 00°-11'-21" WEST, A DISTANCE OF 213.77 FEET; THENCE SOUTHWESTERLY 55.32 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 34.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 48°-48'-08" WEST, A CHORD DISTANCE OF 49.42 FEET; THENCE SOUTH 01°-39'-22" WEST, A DISTANCE OF 3.07 FEET; THENCE NORTH 88°-20'-38" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 01°-39'-22" EAST, A DISTANCE OF 2.43 FEET; THENCE NORTH 89°-18'-54" WEST, A DISTANCE OF 382.98 FEET; THENCE NORTH 00°-02'-54" EAST, A DISTANCE OF 6.88 FEET TO THE SOUTH LINE OF THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE; THENCE SOUTH 89°-12'-53" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 380.28 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 230; THENCE NORTH 00°-14'-22" EAST ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 341.37 TO THE NORTH LINE OF SAID BLOCK 230; THENCE NORTH 89°-15'-05" WEST ALONG SAID NORTH LINE, A DISTANCE 381.42 FEET TO THE POINT OF BEGINNING.



**BENEFITED PARCEL DESCRIPTION:**

ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

DATE: AUGUST 28, 2018  
REV: NOVEMBER 28, 2018

SHEET 1 OF 1 SHEETS





**Excel ENGINEERING**  
*INC.*  
**SURVEYING GROUP**

Always a Better Plan  
100 CHAMBERLAIN DRIVE  
POND DU LAC, WI 53153  
PHONE: 920.823.0000  
FAX: 920.823.0001

PROJECT NO. 1705480

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY PLAN COMMISSION. December 17, 2018.

Your Commission to whom was referred Gen. Ord. No. 29-18-19 by Alderperson Bohren and R. O. No. 187-18-19 by City Clerk who submitted a communication from Robert J Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 11<sup>th</sup> Street) for purpose of continuing overhang of the existing building; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 11, 2018, and after due consideration, recommends approval of the General Ordinance and R. O.

---

CITY PLAN COMMISSION

~~X~~

6.3

Gen. Ord. No. 29 - 18 - 19. By Alderperson Bohren. December 3, 2018.

AN ORDINANCE granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11<sup>th</sup> Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of continuing overhang of the existing building.

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

Section 1. Subject to the terms and conditions contained herein, Badger State Lofts, LP, its successors and assigns, is hereby granted the privilege of encroaching upon described portions of South 11<sup>th</sup> Street, adjacent to property at 1031 Maryland Avenue, City of Sheboygan, as follows:

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE SOUTH 00°-02'-54" WEST ALONG THE WEST LINE OF SAID BLOCK 230 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 348.11 FEET; THENCE NORTH 89°-18'-54" WEST, A DISTANCE OF 3.97 FEET; THENCE NORTH 00°-04'-58" EAST, A DISTANCE OF 18.86 FEET; THENCE NORTH 89°-59'-34" WEST, A DISTANCE OF 2.14 FEET; THENCE NORTH 00°-00'-26' EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 89°-59'-34" EAST, A DISTANCE OF 2.14 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 145.92 FEET; THENCE NORTH 89°-45'-13" WEST, A DISTANCE OF 2.61 FEET; THENCE NORTH 00°-14'-47" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 89°-45'-13" EAST, A DISTANCE OF 2.58 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 168.22 FEET; THENCE SOUTH 89°-12'-14" EAST, A DISTANCE OF 4.20 FEET; THENCE SOUTH 00°-02'-54" WEST, A DISTANCE OF 2.87 FEET TO THE POINT OF BEGINNING.

for the purpose of continuing the overhang of the existing building, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Badger State Lofts, LP, its successors and assigns:

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

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Badger State Lofts, LP, its successors and assigns: shall pay the costs of removal by the

City Plan approve

State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Badger State Lofts, LP, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

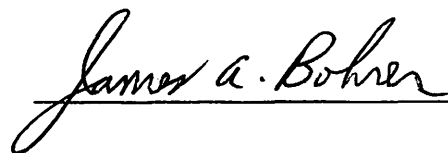
c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

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

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

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

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

  
\_\_\_\_\_

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

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

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

State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Badger State Lofts, LP, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

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

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

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

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

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

\_\_\_\_\_

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

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

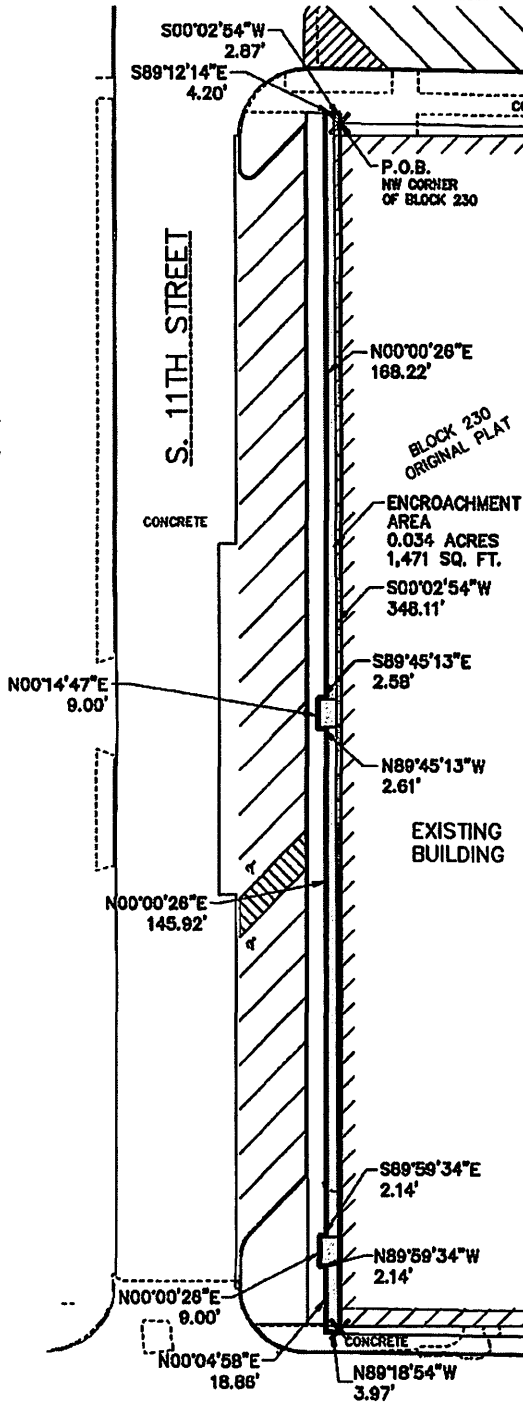
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE SOUTH 00°-02'-54" WEST ALONG THE WEST LINE OF SAID BLOCK 230 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 348.11 FEET; THENCE NORTH 88°-18'-54" WEST, A DISTANCE OF 3.97 FEET; THENCE NORTH 00°-04'-58" EAST, A DISTANCE OF 18.86 FEET; THENCE NORTH 88°-59'-34" WEST, A DISTANCE OF 2.14 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 89°-58'-34" EAST, A DISTANCE OF 2.14 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 145.92 FEET; THENCE NORTH 88°-45'-13" WEST, A DISTANCE OF 2.61 FEET; THENCE NORTH 00°-14'-47" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 89°-45'-13" EAST, A DISTANCE OF 2.58 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 168.22 FEET; THENCE SOUTH 89°-12'-14" EAST, A DISTANCE OF 4.20 FEET; THENCE SOUTH 00°-02'-54" WEST, A DISTANCE OF 2.87 FEET TO THE POINT OF BEGINNING.

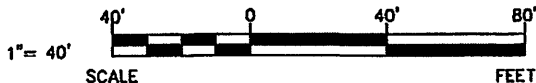



NORTH POINT REFERENCED TO THE WEST LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF S00°02'54\"/>

**BENEFITED PARCEL DESCRIPTION:**

ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

DATE: AUGUST 28, 2018  
 REV: NOVEMBER 28, 2018  
 SHEET 1 OF 1 SHEETS





**EXCEL**  
 ENGINEERING  
 SURVEYING GROUP  
 PROJECT NO. 1705480

Always a Better Plan  
 100 CHARLOTTE DRIVE  
 FOND DU LAC, WI 54633  
 PHONE: (920) 926-8800  
 FAX: (920) 926-0001

II

3.5

R. O. No. 187 - 18 - 19. By CITY CLERK. December 3, 2018.

Submitting a communication from Robert J. Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 11<sup>th</sup> Street) for purposes of continuing overhang of the existing building.

*City Plan  
ac file*

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

Nov. 27, 2018

City of Sheboygan  
City Clerk's Office  
828 Center Ave. Suite 100  
Sheboygan, WI 53081

Subject:       **Encroachment Request Application**  
                  **Badger State Lofts – 1031 Maryland Avenue**  
                  **Sheboygan, WI 53081**

To Whom It May Concern

This letter is being submitted by Badger State Lofts, LP, a Wisconsin limited partnership (the "Partnership") as part of the Encroachment Request Application required by the City of Sheboygan for the proposed development of a 118-unit affordable housing development and consisting of commercial space known as Badger State Lofts (the "Project"), located at 1031 Maryland Avenue, Sheboygan, WI 53081 (the "Partnership Property"). The proposed encroachment is as described on the attached Encroachment Description Exhibit (the "Encroachment").

The Partnership requests exclusive and perpetual use of the Encroachment related to the overhanging of an existing building located on Partnership Property. The Partnership requests such use of the Encroachment for the continuing overhang of the existing building, as the Project involves the redevelopment and continuing use of such building.


If you have any questions please call me at 317-708-6519.

Thank you,

**BADGER STATE LOFTS, LP, a Wisconsin limited partnership**

By: KCG Badger State Lofts GP, LLC  
Its: General Partner

By: KCG Holdings, LLC  
Its: Manager

By:  \_\_\_\_\_  
Robert J. Pasquesi, II  
President

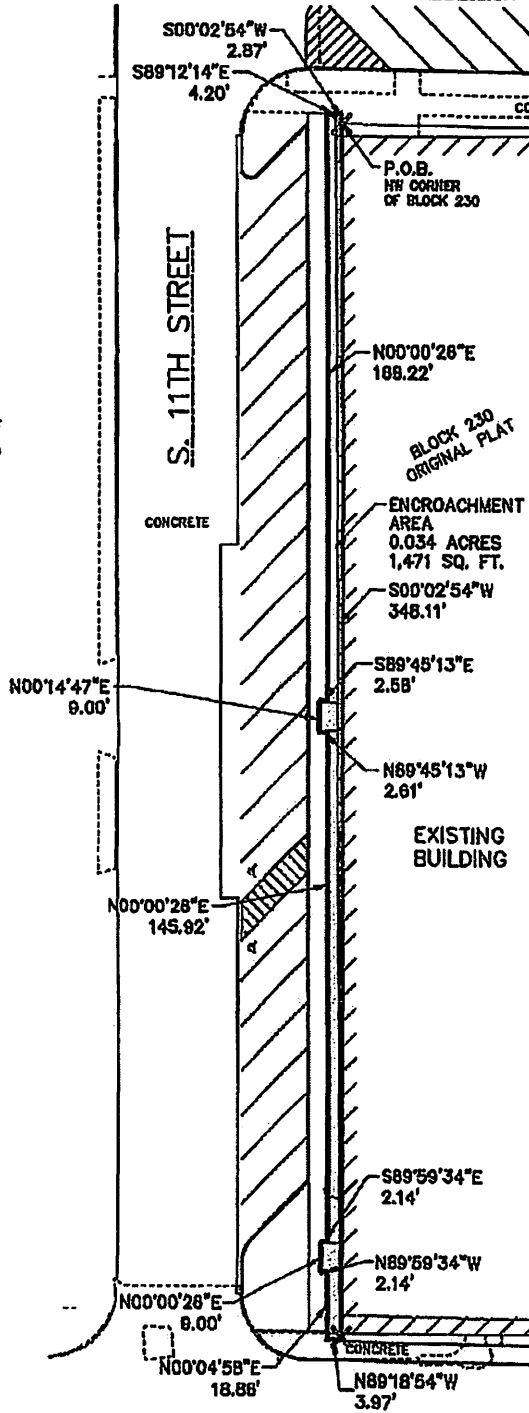
Enclosures: Encroachment Description Exhibit

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

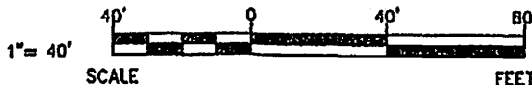
BEGINNING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE SOUTH 00°-02'-54" WEST ALONG THE WEST LINE OF SAID BLOCK 230 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 348.11 FEET; THENCE NORTH 89°-18'-54" WEST, A DISTANCE OF 3.97 FEET; THENCE NORTH 00°-04'-58" EAST, A DISTANCE OF 18.86 FEET; THENCE NORTH 89°-59'-34" WEST, A DISTANCE OF 2.14 FEET; THENCE NORTH 00°-00'-28" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 89°-59'-34" EAST, A DISTANCE OF 2.14 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 145.92 FEET; THENCE NORTH 89°-45'-13" WEST, A DISTANCE OF 2.61 FEET; THENCE NORTH 00°-14'-47" EAST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 89°-45'-13" EAST, A DISTANCE OF 2.58 FEET; THENCE NORTH 00°-00'-28" EAST, A DISTANCE OF 168.22 FEET; THENCE SOUTH 89°-12'-14" EAST, A DISTANCE OF 4.20 FEET; THENCE SOUTH 00°-02'-54" WEST, A DISTANCE OF 2.87 FEET TO THE POINT OF BEGINNING.



NORTH POINT REFERENCED TO THE WEST LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF S00°02'54"W.

**BENEFITED PARCEL DESCRIPTION:**

ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



DATE: AUGUST 28, 2018  
REV: NOVEMBER 28, 2018  
SHEET 1 OF 1 SHEETS



**EXCEL**  
ENGINEERING  
SURVEYING GROUP  
PROJECT NO. 1705480

Always a Better Plan  
100 CHARLOTTE DRIVE  
FOND DU LAC, WI 54935  
PHONE: (920) 924-9900  
FAX: (920) 924-0001

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY PLAN COMMISSION. December 17, 2018.

Your Commission to whom was referred Gen. Ord. No. 30-18-19 by Alderperson Bohren and R. O. No. 188-18-19 by City Clerk who submitted a communication from Robert J Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (Maryland Avenue) for purpose of parking, construction, and vehicular and pedestrian ingress and egress; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 11, 2018, and after due consideration, recommends approval of the General Ordinance and R. O.

---

CITY PLAN COMMISSION

~~IX~~

6.4

Gen. Ord. No. 30 - 18 - 19. By Alderperson Bohren. December 3, 2018.

AN ORDINANCE granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of Maryland Avenue located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of the parking, construction, and vehicular and pedestrian ingress and egress.

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

Section 1. Subject to the terms and conditions contained herein, Badger State Lofts, LP, its successors and assigns, is hereby granted the privilege of encroaching upon described portions of Maryland Avenue, adjacent to property at 1031 Maryland Avenue, City of Sheboygan, as follows:

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 34°-56'-45" WEST, A DISTANCE OF 19.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°-49'-35" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°-10'-25" EAST, A DISTANCE OF 363.00 FEET; THENCE SOUTH 00°-49'-35" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°-10'-25" WEST, A DISTANCE OF 363.00 FEET TO THE POINT OF BEGINNING.

for the purpose of parking, construction, and vehicular and pedestrian ingress and egress, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Badger State Lofts, LP, its successors and assigns:

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

City Plan  
approve

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Badger State Lofts, LP, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Badger State Lofts, LP, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

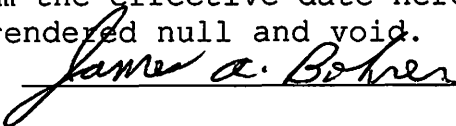
c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

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

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

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

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

  
\_\_\_\_\_

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

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

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

**ENCROACHMENT DESCRIPTION EXHIBIT**

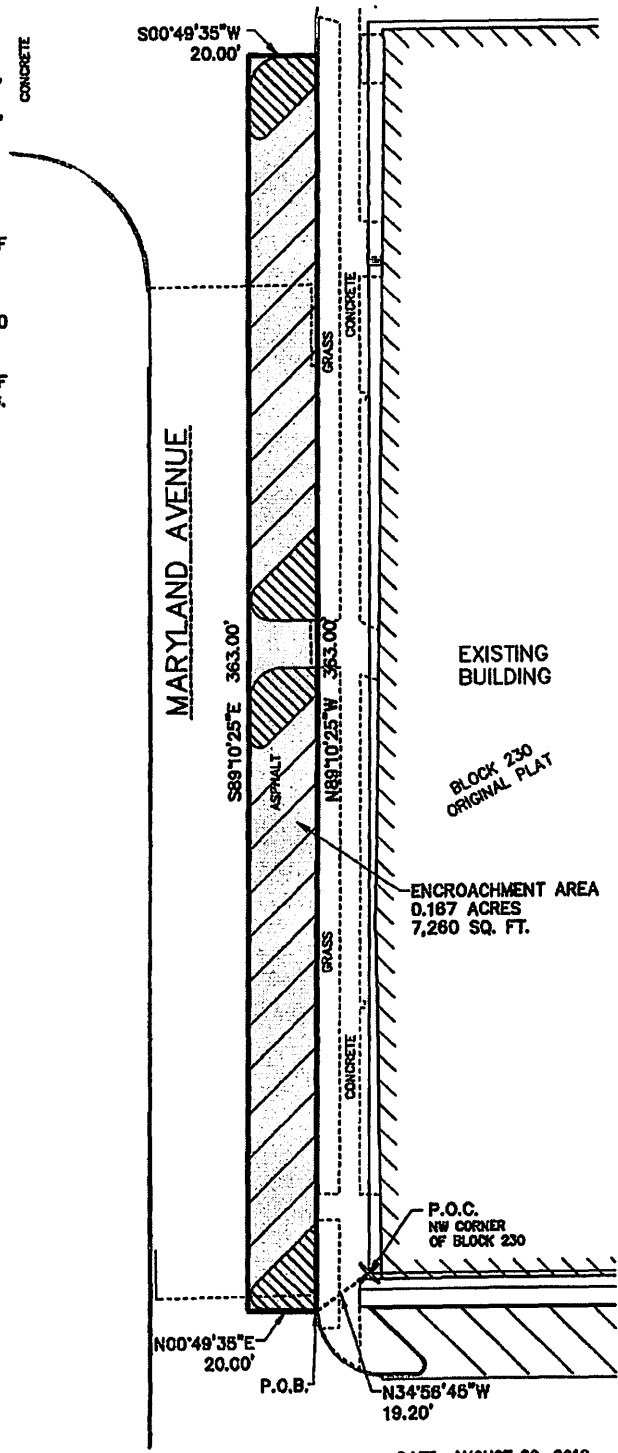
**ENCROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 34°-58'-48" WEST, A DISTANCE OF 19.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°-49'-35" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°-10'-25" EAST, A DISTANCE OF 383.00 FEET; THENCE SOUTH 00°-49'-35" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°-10'-25" WEST, A DISTANCE OF 383.00 FEET TO THE POINT OF BEGINNING.

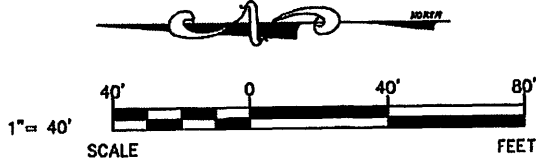
**BENEFITED PARCEL DESCRIPTION:**


ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



NORTH POINT REFERENCED TO THE NORTH LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF N89°15'05\"/>

DATE: AUGUST 28, 2018  
 REV: NOVEMBER 28, 2018  
 SHEET 1 OF 1 SHEETS





**EXCEL**  
 ENGINEERING GROUP  
 SURVEYING GROUP  
 PROJECT NO. 1705480

Always a Better Plan  
 100 CAMELOT DRIVE  
 FOND DU LAC, WI 54935  
 PHONE: (920) 726-6600  
 FAX: (920) 726-0001

II

3.6

R. O. No. 188 - 18 - 19. By CITY CLERK. December 3, 2018.

Submitting a communication from Robert J. Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (Maryland Avenue) for purposes of parking, construction, and vehicular and pedestrian ingress and egress.

City Plan  
ac file

---

CITY CLERK

Nov. 27, 2018

City of Sheboygan  
City Clerk's Office  
828 Center Ave. Suite 100  
Sheboygan, WI 53081

**Subject: Encroachment Request Application  
Badger State Lofts – 1031 Maryland Avenue  
Sheboygan, WI 53081**

To Whom It May Concern

This letter is being submitted by Badger State Lofts, LP, a Wisconsin limited partnership (the "Partnership") as part of the Encroachment Request Application required by the City of Sheboygan for the proposed development of a 118-unit affordable housing development and consisting of commercial space known as Badger State Lofts (the "Project"), located at 1031 Maryland Avenue, Sheboygan, WI 53081 (the "Partnership Property"). The proposed encroachment is as described on the attached Encroachment Description Exhibit (the "Encroachment").

The Partnership requests exclusive and perpetual use of the Encroachment for (i) parking, (ii) construction, and (iii) vehicular and pedestrian ingress and egress. The Partnership shall be responsible for any maintenance and repair obligations relating to such use of the Encroachment.

The need for the parking encroachment is because the Partnership Property does not have space for parking related to the Project, and thus requests to construct and maintain parking spaces within the Encroachment (the "Parking Improvements"). Related to such use, the Partnership also requests the right of vehicular and pedestrian ingress and egress over and across the Encroachment reasonably necessary to construct the Project and the Parking Improvements. Finally, the Partnership requests such use of the Encroachment for storage and staging of construction equipment and materials.


If you have any questions please call me at 317-708-6519.

Thank you,

**BADGER STATE LOFTS, LP, a Wisconsin limited partnership**

By: KCG Badger State Lofts GP, LLC  
Its: General Partner

By: KCG Holdings, LLC  
Its: Manager

By:   
\_\_\_\_\_  
Robert J. Pasquesi, II  
President

Enclosures: Encroachment Description Exhibit

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

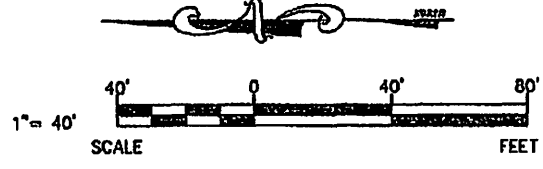
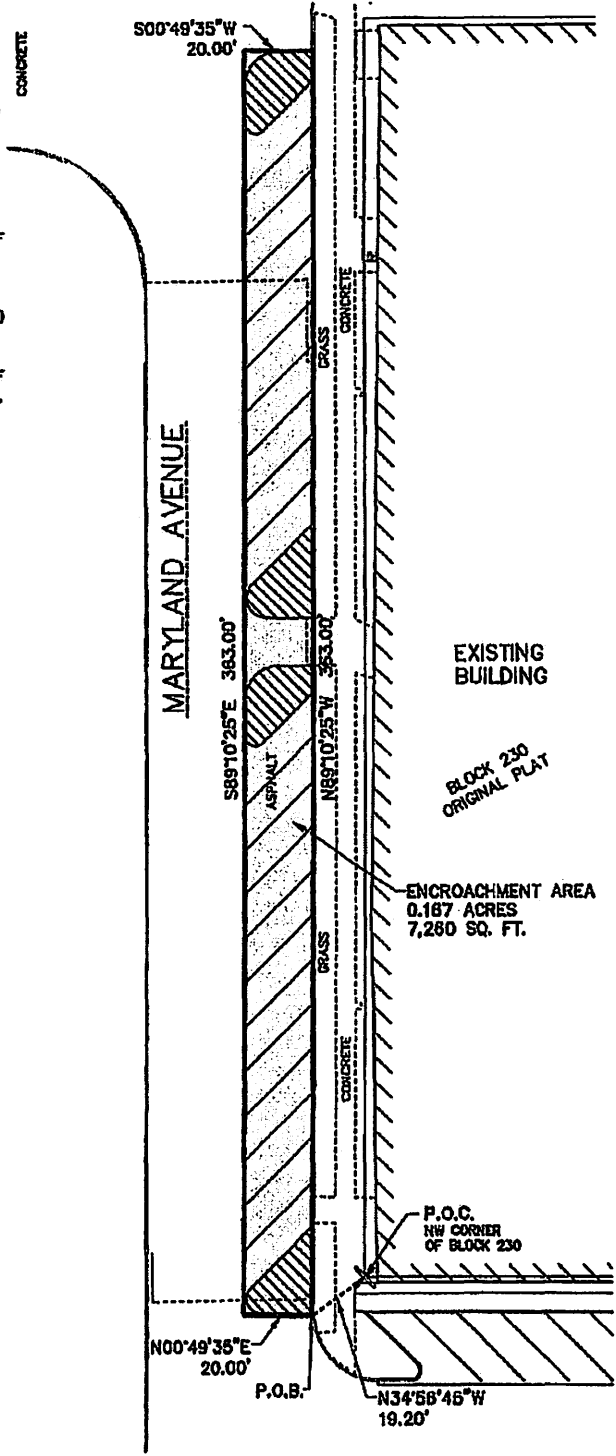
LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 34°-58'-45" WEST, A DISTANCE OF 19.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°-49'-35" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°-10'-25" EAST, A DISTANCE OF 383.00 FEET; THENCE SOUTH 00°-49'-35" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°-10'-25" WEST, A DISTANCE OF 383.00 FEET TO THE POINT OF BEGINNING.

**BENEFITED PARCEL DESCRIPTION:**

ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

NORTH POINT REFERENCED TO THE NORTH LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF N89°15'05"W.



DATE: AUGUST 28, 2018  
 REV: NOVEMBER 28, 2018  
 SHEET 1 OF 1 SHEETS



**EXCEL**  
 ENGINEERING  
 SURVEYING GROUP

Always a Better Plan  
 100 CALVERT DRIVE  
 FOND DU LAC, WI 54603  
 PHONE: (920) 926-4000  
 FAX: (920) 926-0001

PROJECT NO. 1705480

II

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY PLAN COMMISSION. December 17, 2018.

Your Commission to whom was referred Gen. Ord. No. 31-18-19 by Alderperson Bohren and R. O. No. 189-18-19 by City Clerk who submitted a communication from Robert J Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 11<sup>th</sup> Street) for purposes of parking, construction, and vehicular and pedestrian ingress and egress; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 11, 2018, and after due consideration, recommends approval of the General Ordinance and R. O.

---

CITY PLAN COMMISSION

~~X~~

65.

Gen. Ord. No. 31 - 18 - 19. By Alderperson Bohren. December 3, 2018.

AN ORDINANCE granting Badger State Lofts, LP, its successors and assigns, the privilege of encroaching upon described portions of South 11th Street located at 1031 Maryland Avenue in the City of Sheboygan for the purpose of parking, construction, and vehicular and pedestrian ingress and egress.

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

Section 1. Subject to the terms and conditions contained herein, Badger State Lofts, LP, its successors and assigns, is hereby granted the privilege of encroaching upon described portions of South 11<sup>th</sup> Street, adjacent to property at 1031 Maryland Avenue, City of Sheboygan, as follows:

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 26, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 85°-25'-34" WEST, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°-00'-26" WEST, A DISTANCE OF 304.94 FEET; THENCE SOUTH 42°-51'-28" WEST, A DISTANCE OF 29.41 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 312.13 FEET; THENCE NORTH 54°-18'-16" EAST, A DISTANCE OF 24.63 FEET TO THE POINT OF BEGINNING.

for the purpose of parking, construction, and vehicular and pedestrian ingress and egress, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Badger State Lofts, LP, its successors and assigns:

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

City Plan  
approve

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Badger State Lofts, LP, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Badger State Lofts, LP, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

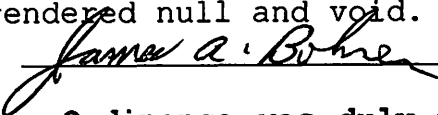
c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

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

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

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

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

 \_\_\_\_\_

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

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

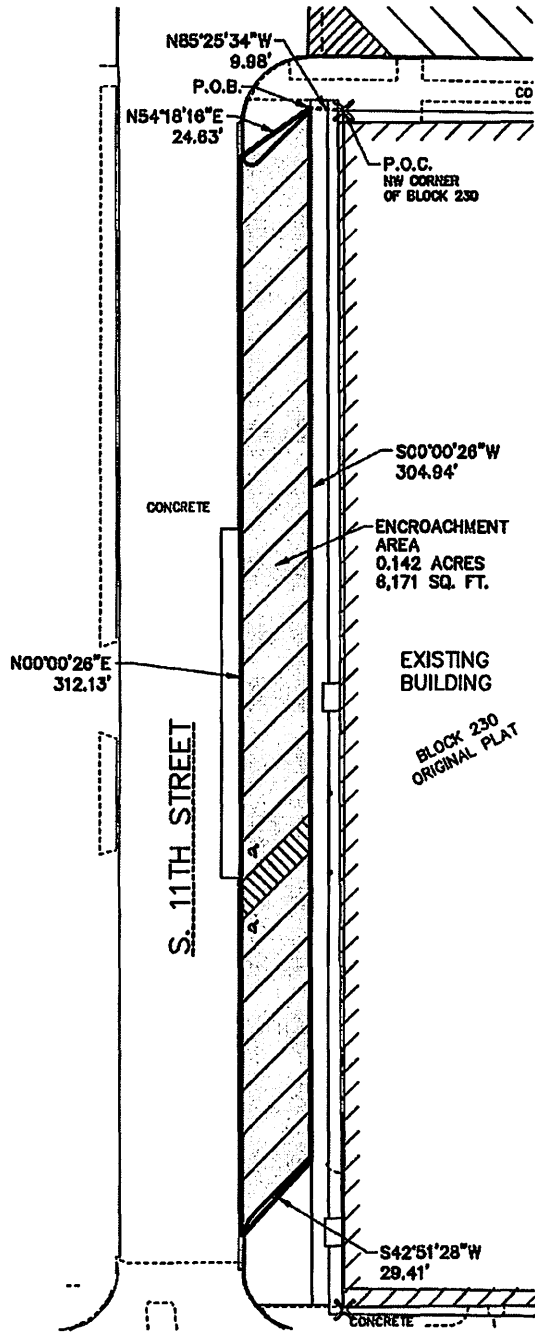
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

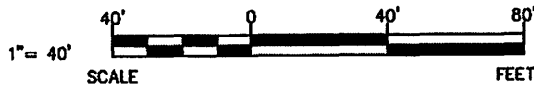
COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 85°-25'-34" WEST, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°-00'-26" WEST, A DISTANCE OF 304.94 FEET; THENCE SOUTH 42°-51'-28" WEST, A DISTANCE OF 29.41 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 312.13 FEET; THENCE NORTH 54°-18'-16" EAST, A DISTANCE OF 24.83 FEET TO THE POINT OF BEGINNING.




NORTH POINT REFERENCED TO THE WEST LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF S00°02'54\"/>

**BENEFITED PARCEL DESCRIPTION:**  
 ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

DATE: AUGUST 28, 2018  
 REV: NOVEMBER 26, 2018  
 SHEET 1 OF 1 SHEETS





**EXCEL**  
 ENGINEERING  
 SURVEYING GROUP  
 PROJECT NO. 1705480

Always a Better Plan  
 100 CAMELOT DRIVE  
 FOND DU LAC, WI 54933  
 PHONE: (920) 928-0020  
 FAX: (920) 928-0021

II

37

R. O. No. 189 - 18 - 19. By CITY CLERK. December 3, 2018.

Submitting a communication from Robert J. Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 11<sup>th</sup> Street) for purposes of parking, construction, and vehicular and pedestrian ingress and egress.

*City Plan  
office*

---

CITY CLERK

Nov. 27, 2018

City of Sheboygan  
City Clerk's Office  
828 Center Ave. Suite 100  
Sheboygan, WI 53081

**Subject: Encroachment Request Application  
Badger State Lofts – 1031 Maryland Avenue  
Sheboygan, WI 53081**

To Whom It May Concern

This letter is being submitted by Badger State Lofts, LP, a Wisconsin limited partnership (the "Partnership") as part of the Encroachment Request Application required by the City of Sheboygan for the proposed development of a 118-unit affordable housing development and consisting of commercial space known as Badger State Lofts (the "Project"), located at 1031 Maryland Avenue, Sheboygan, WI 53081 (the "Partnership Property"). The proposed encroachment is as described on the attached Encroachment Description Exhibit (the "Encroachment").

The Partnership requests exclusive and perpetual use of the Encroachment for (i) parking, (ii) construction, and (iii) vehicular and pedestrian ingress and egress. The Partnership shall be responsible for any maintenance and repair obligations relating to such use of the Encroachment.

The need for the parking encroachment is because the Partnership Property does not have space for parking related to the Project, and thus requests to construct and maintain parking spaces within the Encroachment (the "Parking Improvements"). Related to such use, the Partnership also requests the right of vehicular and pedestrian ingress and egress over and across the Encroachment reasonably necessary to construct the Project and the Parking Improvements. Finally, the Partnership requests such use of the Encroachment for storage and staging of construction equipment and materials.

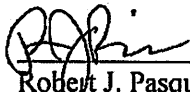
If you have any questions please call me at 317-708-6519.

Thank you,

**BADGER STATE LOFTS, LP, a Wisconsin limited partnership**

**By: KCG Badger State Lofts GP, LLC**  
**Its: General Partner**

**By: KCG Holdings, LLC**  
**Its: Manager**

**By:**   
\_\_\_\_\_  
**Robert J. Pasquesi, II**  
**President**

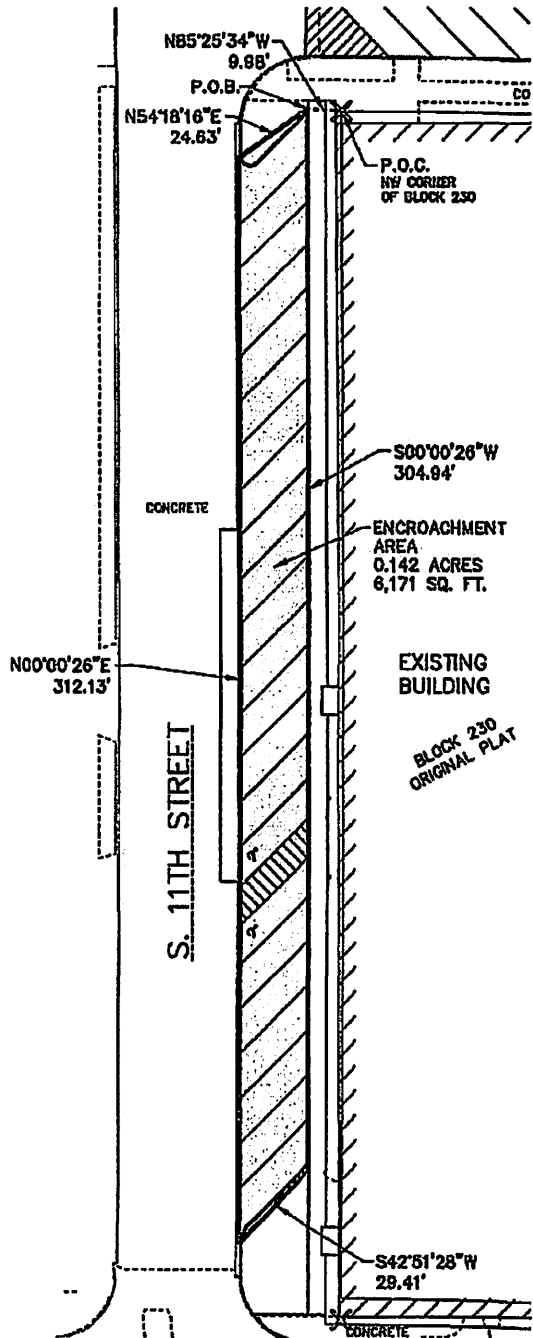
**Enclosures: Encroachment Description Exhibit**

**ENGROACHMENT DESCRIPTION EXHIBIT**

**ENGROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 85°-25'-34" WEST, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°-00'-28" WEST, A DISTANCE OF 304.84 FEET; THENCE SOUTH 42°-51'-28" WEST, A DISTANCE OF 29.41 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 312.13 FEET; THENCE NORTH 54°-18'-18" EAST, A DISTANCE OF 24.63 FEET TO THE POINT OF BEGINNING.

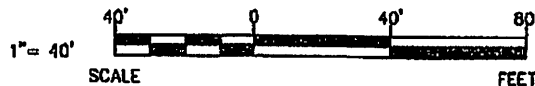


NORTH POINT REFERENCED TO THE WEST LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF S00°02'54\"/>

**BENEFITED PARCEL DESCRIPTION:**

ALL OF BLOCK 230 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND THE VACATED ALLEY THEREIN AND THE VACATED NORTH 20 FEET OF ILLINOIS AVENUE LYING ADJACENT TO LOTS 7, 8, 9, 10, 11, AND 12 OF SAID BLOCK 230, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

DATE: AUGUST 28, 2018  
 REV: NOVEMBER 26, 2018  
 SHEET 1 OF 1 SHEETS





**Excel**  
 ENGINEERING  
 SURVEYING GROUP  
 PROJECT NO. 1705480

Always a Better Plan  
 100 CAMELOT DRIVE  
 FOND DU LAC, WI 54933  
 PHONE: (920) 934-9000  
 FAX: (920) 934-0071

VII

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 17, 2018.

Your Committee to whom was referred, pursuant to R. O. No. 181-18-19 by the City Clerk, submitting license applications for the period ending December 31, 2018, June 30, 2019 and December 31, 2019; recommends denying Beverage Operator License Application No. 9829 (Kathleen A. Schroeder) based upon her ineligibility for a Beverage Operator's License and her failure to cooperate with staff for the committee.

*Consent.*

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

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

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

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

VI

R. C. No. \_\_\_\_\_ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
December 17, 2018.

Your Committee to whom was referred R. O. No. 184-18-19 by Director of Human Resources submitting a letter from Diversified Benefit Services, Inc. regarding their services as a Third Party Administrator ("TPA") to provide Section 125 - Flexible Benefit Plan services for the health plan sponsored by the City of Sheboygan; recommends filing the document.

*Consent.*

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

Committee

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

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

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

II

3.2

R. O. No. 184 - 18 - 19. By DIRECTOR OF HUMAN RESOURCES.  
December 3, 2018.

Submitting the attached letter from Diversified Benefit Services, Inc. regarding their services as a Third Party Administrator ("TPA") to provide Section 125 - Flexible Benefit Plan services for the health plan sponsored by the City of Sheboygan.

Via Res. No. 132-16-17, the Common Council authorized the Director of Human Resources to enter into a contract with Diversified Benefit Services, Inc. (DBS) to serve as a Third Party Administrator ("TPA") to provide Section 125 - Flexible Benefit Plan services for the health plan sponsored by the City of Sheboygan beginning January 1, 2017.

The contract with DBS provides for an automatic renewal each year, and provides for potential increases in fees on an annual basis. The City would need to provide ninety (90) day notice if it wished not to renew the contract for another year.

DBS, via the attached letter, has indicated that it will be increasing the fees for its service in 2019 by 10-cents per participant per month. This is consistent with the increase from 2017 to 2018, which was also 10-cents per participant per month.

I am providing this information to you for your information. Because this is an automatic renewal authorized by the council in the original contract, no further action is necessary.

*Finance & Personnel  
ack file*

\_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES

October 4, 2018

City of Sheboygan  
Jenny Lawrence  
828 Center Avenue  
Sheboygan, WI 53081

**Subject: 125-FSA Flexible Benefit Plan Renewal**

Dear Jenny,

Thank you for selecting Diversified Benefit Services, Inc. to provide Section 125 – Flexible Benefit Plan services to your organization. The opportunity to continue working with you is greatly appreciated.

Per your Agreement for Service, your Plan will automatically renew January 1, 2019 for one year. You will no longer be required to sign and return the written Agreement each year. DBS will notify you of any rate changes 60 days prior to the start of the new plan year.

Please see below for your monthly fee schedule:

<b>Service</b>	<b>Current Fees</b>	<b>2019 Fees</b>
FSA Administration	\$4.30/participant/month (\$100 Min.)	\$4.40/participant/month (\$100 Min.)

If you should have any questions please call our office at the number listed below. Again, thank you for the opportunity to provide service to your organization. Your business is truly appreciated.

Sincerely,

DBS Sales Administration Department

VI

R. C. No. \_\_\_\_\_ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
December 17, 2018.

Your Committee to whom was referred R. O. No. 185-18-19 by Director of Human Resources submitting a letter from Diversified Benefit Services, Inc. regarding their services administering the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and/or state insurance continuation on behalf of the City of Sheboygan and its group health program; recommends filing the document.

*Consent*

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

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

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

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

II

3.3

R. O. No. 185 - 18 - 19. By DIRECTOR OF HUMAN RESOURCES.  
December 3, 2018.

Submitting the attached letter from Diversified Benefit Services, Inc. regarding their services administering the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and/or state insurance continuation on behalf of the City of Sheboygan and its group health program.

Via Res. No. 105-17-18, the Common Council authorized the Director of Human Resources to enter into a contract with Diversified Benefit Services, Inc. (DBS) to provide administrative services with respect to the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and/or state insurance continuation for the City of Sheboygan and its group health program beginning January 1, 2018. The cost for DBS's services are paid for from the Insurance Administration Services Account, Account No. 70411032-521500.

The contract with DBS provides for an automatic renewal each year, and provides for potential increases in fees on an annual basis. However, DBS, via the attached letter, has indicated that it will not be increasing the fees for its service in 2019. As such, no further action is necessary.

*Finance  
Personnel  
act file*

\_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES

September 12, 2018

City of Sheboygan  
Jenny Lawrence  
825 Center Avenue  
Sheboygan, WI 53081

**Subject: COBRA Administration Renewal**

Dear Jenny Lawrence,

Thank you for placing your COBRA Administration with Diversified Benefit Services, Inc. The opportunity to continue to work with City of Sheboygan is greatly appreciated.

At DBS we continue to make every effort to keep our costs down, thereby minimizing any increase in our client's fees. There will not be any increases to your annual renewal/setup fee, or your monthly administrative fees through December 31, 2019.

If you should have any questions please call our office at (800)234-1229. Again, thank you for your business. It is a pleasure working with you.

Sincerely,

DBS COBRA Department

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 17, 2018.

Your Committee to whom was referred, pursuant to R. O. No. 190-18-19 by the City Clerk, submitting license applications for the period ending December 31, 2018, June 30, 2019 and December 31, 2019; recommends granting the following license applications:

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
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

Consent.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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 FINANCE AND PERSONNEL COMMITTEE.  
December 17, 2018.

Your Committee to whom was referred Res. No. 139-18-19 by Alderpersons Rindfleisch and Bohren authorizing the City to enter into a renewal agreement for managed transplant program coverage with Optum for the calendar year 2019; 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

4.2

Res. No. 139 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
December 3, 2018.

A RESOLUTION authorizing the City to enter into a renewal agreement for managed transplant program coverage with Optum for the calendar year 2019.

WHEREFORE, on December 5, 2016, pursuant to Res. No. 131-16-17, the City entered into a contract with Optum for managed transplant program coverage as a supplemental stop loss insurance plan; and

WHEREFORE, the City has, on an annual basis, renewed said coverage on an annual basis; and

WHEREFORE, the City desires to renew the managed transplant program coverage under the same terms and conditions as for previous coverage.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Human Resources is hereby authorized to execute a renewal of its supplemental Stop Loss Insurance Plan including a separate plan for managed transplant coverage with Optum, a copy of which is attached, under the same terms and conditions as for previous coverage, with a premium cost and commissions as described on the renewal document, for the period of January 1, 2019 through December 31, 2019.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the City's Insurance Fund Account Number 70411030-540206 in payment of same.

Finance  
Personnel  
approve

David Rindfleisch  
James A. Bohren

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

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

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



Managed Transplant Program  
11000 Optum Circle  
Eden Prairie, MN 55344

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

September 10, 2018

Policyholder: City of Sheboygan  
Policy Date: 1/1/2019 to 12/31/2019  
Policy Number: 1000467  
Premium Due Date: 1/1/2019

The Policyholder has selected the following critical care benefits plan: Optum's Managed Transplant Program

Renewal Premium Rates: Single: \$5.25  
EE +1: \$0.00  
Family: \$12.58  
EE + SP: \$0.00  
EE+ CH: \$0.00  
PEPM: \$0.00  
PMPM: \$0.00  
Commissions: 10.00%

Please notify Optum if you have any changes in your Third Party Administrator, Case Management or Agent of Record. This will allow Optum to continue to administer the Managed Transplant Program without disruption.

By signing this document I agree to renew the Managed Transplant Program policy.

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

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

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

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
December 17, 2018.

Your Committee to whom was referred Res. No. 140-18-19 by Alderpersons Rindfleisch and Bohren authorizing the City to enter into a renewal agreement for medical stop-loss insurance with Sun Life for coverage during 2019; recommends approving the Resolution.

*Consent*

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

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

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

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

III

4.3

Res. No. 140 - 18 - 19. By Alderperson Rindfleisch and Bohren.  
December 3, 2018.

A RESOLUTION authorizing the City to enter into a renewal agreement for medical stop-loss insurance with Sun Life for coverage during 2019.

WHEREFORE, on November 2, 2015, pursuant to Res. No. 98-15-16, the City entered into a contract with Sun Life Insurance for medical stop-loss insurance; and,

WHEREFORE, the City has, on an annual basis, renewed said coverage on an annual basis; and,

WHEREFORE, the City desires to renew the medical stop-loss coverage under the same terms and conditions as for previous coverage.

THEREFORE BE IT RESOLVED: That the Director of Human Resources is hereby authorized to execute a renewal of its medical stop-loss coverage with Sun Life Insurance under the same terms and conditions as for previous coverage at a cost of \$71.08 single/month and \$157.33 family/month, with an estimated annual premium of \$608,860.87 for the period of January 1, 2019 through December 31, 2019.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the City's Insurance Fund Account Number 70411030-521500 in payment of same.

*Finance  
Personnel  
approve*

*Ronald Rindfleisch*  
\_\_\_\_\_  
*James A. Bohren*  
\_\_\_\_\_

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

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

~~VIII~~

R. C. No. \_\_\_\_\_ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
December 17, 2018.

Your Committee to whom was referred Res. No. 141-18-19 by Alderpersons Rindfleisch and Bohren authorizing the City to enter into a contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2019; 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

4.4

Res. No. 141 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
November 19, 2018.

A RESOLUTION authorizing the appropriate City officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2019.

WHEREFORE, December 9, 2010, pursuant to Res. No. 167 - 10 - 11, the City entered into an administrative services agreement with United Health Care (UMR) to provide third-party administration services for the City's medical health benefit plan for calendar years 2011 and 2012; and

WHEREFORE, the City has, on an annual basis since then, renewed said coverage; and

WHEREFORE, the City desires to renew the medical stop-loss coverage under the similar terms and conditions as for previous coverage; and,

WHEREFORE, a copy of the Acceptance Page for the plan document and a Summary of Modifications is attached along with a cover letter from UMR;

NOW, THEREFORE, BE IT RESOLVED: That the Director of Human Resources is hereby authorized to execute the Acceptance Page acknowledging renewal of the contract with United Health Care (UMR) for the administration services for the City's medical health benefit plan for the period January 1, 2019 through December 31, 2019.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw on the Insurance Administration Services Account, Account No. 70411030-521500 in payment of same.

Finance/  
Personnel  
approve

Reed Rindfleisch  
James A. Bohren

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

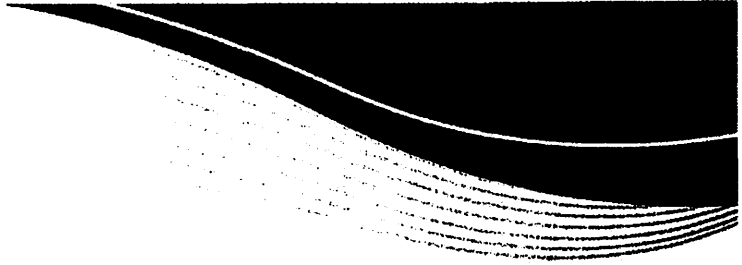
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk  
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



A UnitedHealthcare Company

115 W Wausau Ave  
Wausau WI 54401-2875

PO Box 8046  
Wausau WI 54402-8046



CITY OF SHEBOYGAN

October 25, 2018

Plan Number: 7670-00-410812

Dear Valued Customer:

With this letter, we are sending your modified Health summary plan description (SPD). This SPD, referred to as the plan document, will be the basis for the administration of your Health Plan.

Also enclosed is the Acceptance Page, which formally approves the plan document. Please sign, retain a copy for your records, and return one copy to your UMR strategic account executive as soon as possible. **Note, however, that since the corresponding system changes have been implemented, this document is considered final, whether or not a signature is received.**

**This document will be posted to the UMR member web portal upon UMR's receipt of your signature, or within 14 days of your receipt of the document if a signature is not received by UMR. Please note that UMR will not print booklets until a signature is received.** It is also important that the information in your formally approved plan document agrees with any material distributed to your employees since this document will contain the terms of plan coverage.

Any applicable stop loss policies typically rely on the last formally approved plan document when determining coverage. If the plan document distributed to your employees does not accurately describe the way your plan is actually being administered, the result can be a lapse or delay in stop loss coverage. **Important:** To prevent such lapses or delays in coverage, be sure to return the signed Acceptance Page to your UMR strategic account executive as soon as possible. If applicable, submit a copy of the Acceptance Page along with a copy of your current plan document to your stop loss carrier, which will constitute required notice of plan terms and conditions. Please keep a copy for your records.

If you have any questions, please contact your UMR strategic account executive.

Thank you for your business.

Alpna Sharma  
Case Installations  
Enclosure



A UnitedHealthcare Company

## SUMMARY OF MODIFICATIONS

As requested, effective January 1, 2019, the following change(s) were made to your Health Plan document. The change(s) are shaded in the plan document, with the exception of deleted wording:

- PBM vendor changed from OptumRx to RxBenefits.
- Medical Schedule of Benefits:
  - Changed Co-pay amount to 90% for all benefit plan(s).
  - Changed Out-of-pocket Maximum for all benefit plan(s).
- Provider Network:
  - Changed Secondary OPI for benefit plan(s) 009 and 011.
  - Changed Primary OPI for benefit plan(s) 010 and 012.

As required, effective January 1, 2019, the following changes were made to your Health Plan document:

- Medical Schedule of Benefits: Under Preventive / Routine Care Benefits, the service relating to oral fluoride supplements for children has been deleted. The age limits applicable to this service change from time to time, and the service is now considered part of the existing Preventive / Routine Screenings / Services At Appropriate Ages And Gender.
- Covered Medical Benefits:
  - Added 3D Mammograms, language in order to better clarify coverage of these services.
  - Eye Refractions have been added to the list of covered services with the stipulation that they must be related to a medical condition. Coverage of these services is standard.
  - Under Hospital Services (both Inpatient and Outpatient), language has been added regarding observation in a hospital room in accordance with current standards.
- Mental Health Benefits: Residential Treatment language has been revised in order to clarify that coverage does not include facilities or programs where therapeutic services are not the primary service being provided.
- Substance Use Disorder and Chemical Dependency Benefits: Residential Treatment language has been revised in order to clarify that coverage does not include facilities or programs where therapeutic services are not the primary service being provided.
- Care Management:
  - Dialysis has been added to the list of services requiring prior authorization.
  - The Kidney Resource Services (KRS) language is revised as a clarification of benefits.
- Claims and Appeal Procedures: Our Cost Reduction and Savings program is expanding to address excessive billing for non-contracted Emergency and RAPL (Radiologists, Anesthesiologists, Pathologists, and Laboratories) claims that are not captured by secondary networks. The goal is to reduce the customer's non-contracted spending, while minimizing member financial impact associated with non-contracted utilization.
- Glossary of Terms:
  - Under Inpatient, language has been added indicating that observation stays of more than 72 hours are considered to be inpatient treatment.
  - Under Medically Necessary / Medical Necessity, the definition has been revised to clarify the criteria used for determining medical necessity.



A UnitedHealthcare Company

**ACCEPTANCE PAGE**

Health Plan  
7670-00-410812

CITY OF SHEBOYGAN acknowledges that we have reviewed the plan document for the plan period effective January 1, 2019, and agree that the provisions contained in the plan document will be the basis for the administration of our Health Plan. The Plan Sponsor further represents that the plan document accurately reflects the intent of the Plan Sponsor and agrees that UMR may rely on such document in the administration of the Plan.

Accepted by the Plan Sponsor on 11/28/2018  
Date

Sandy Rohrick, Director of Human Resources and  
Authorized Signature and Title  
CITY OF SHEBOYGAN  
Labor Relations

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
December 17, 2018.

Your Committee to whom was referred Res. No. 142-18-19 by Alderpersons Rindfleisch and Bohren authorizing the City to enter into a renewal agreement with Delta Dental to administer dental benefit plan services for the City for calendar years 2019 and 2020; 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

45

Res. No. 142- 18 - 19. By Alderpersons Rindfleisch and Bohren.  
December 3, 2018.

A RESOLUTION authorizing the appropriate City officials to enter into renewal agreement with Delta Dental to administer dental benefit plan services for the City for calendar years 2019 and 2020.

WHEREFORE, on November 20, 2012, pursuant to Res. No. 97- 12 - 13, the City entered into a contract with Delta Dental to administer dental plan services for the City; and,

WHEREFORE, as part of said contract, Delta Dental also administers the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and/or state insurance continuation on behalf of the City of Sheboygan and its group dental program.

WHEREFORE, the City has, on an annual basis, renewed said coverage on an annual basis; and,

WHEREFORE, Delta Dental has calculated the rates that can be used for the Plan's COBRA enrollees as follows:

Single Coverage (employee only)	\$45.24
Family Coverage (employee and spouse)	\$91.31
Family Coverage (employee and children)	\$102.02
Family Coverage (full family)	\$149.92

WHEREFORE, the City desires to renew the dental coverage under the same terms and conditions as for previous coverage.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Human Resources is hereby authorized to execute a renewal of its dental coverage, including COBRA administration at the rates provided, with Delta Dental for the period January 1, 2019 through December 31, 2020, a copy of which is attached, under the same terms and conditions as for previous coverage, and at a Monthly Administrative Fee of \$4.13 per employee.

*Finance/  
Personnel  
approve*

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the City's Insurance Administration Services Account, Account No. 70411032-521500, in payment of same.

David Dreyfus  
James A. Bohrer

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. December 17, 2018.

Your Committee to whom was referred Res. No. 143-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to Parcel Identification Number 59281108031; 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

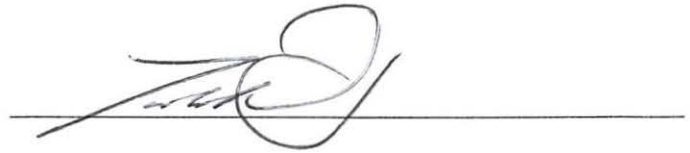
4.6.

Res. No. 143 - 18 - 19. By Alderperson Wolf. December 3, 2018.

A RESOLUTION authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to Parcel Identification Number 59281108031.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Underground Electric Easement, a copy of which is attached hereto, to Wisconsin Power and Light Company, and its affiliates and licensees, in, under, over, upon and across the Easement Area as described therein.

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

Document No.

**EASEMENT UNDERGROUND  
ELECTRIC**

The undersigned Grantor(s) the City of Sheboygan, a municipal corporation, (hereinafter called the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee"), the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor in the City of Sheboygan, County of Sheboygan, State of Wisconsin, said "Easement Area" to be Ten (10) feet in width and described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

This easement is subject to the following conditions:

- 1. Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
- 2. Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
- 3. Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
- 4. Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
- 5. Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
- 6. Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
- 7. Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
- 8. Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
- 9. Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
- 10. Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy  
Attn: Real Estate Department  
4902 North Biltmore Lane  
P.O. Box 77007  
Madison, WI 53707-1007

Parcel Identification Number(s)

59281108031

WITNESS the signature(s) of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN }  
COUNTY OF \_\_\_\_\_ } SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named

\_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named \_\_\_\_\_

\_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of \_\_\_\_\_

My Commission Expires (is) \_\_\_\_\_

This instrument drafted by

**Perri Petropoulos – MI-Tech**

\_\_\_\_\_  
Checked by  
Ben Kohout  
WR#4077509  
November 27, 2018

Project Title:	New York Ave - Sheboygan
ERP Activity ID:	WR#4077509
Tract No.:	3
REROW No.:	

## Exhibit A

### GRANTOR'S PARCEL:

Lot Seven (7), the West fifty-five (55) feet of Lot Nine (9), all of Lot Eight (8), The East Five (5) feet of the North 52.45 feet of Lot Nine (9) and the West 1.80 feet of the North 52.45 feet of Lot Ten (10), all in Block One Hundred Fifty-One (151) of the Original Plat of Sheboygan, City of Sheboygan, Sheboygan County, Wisconsin.

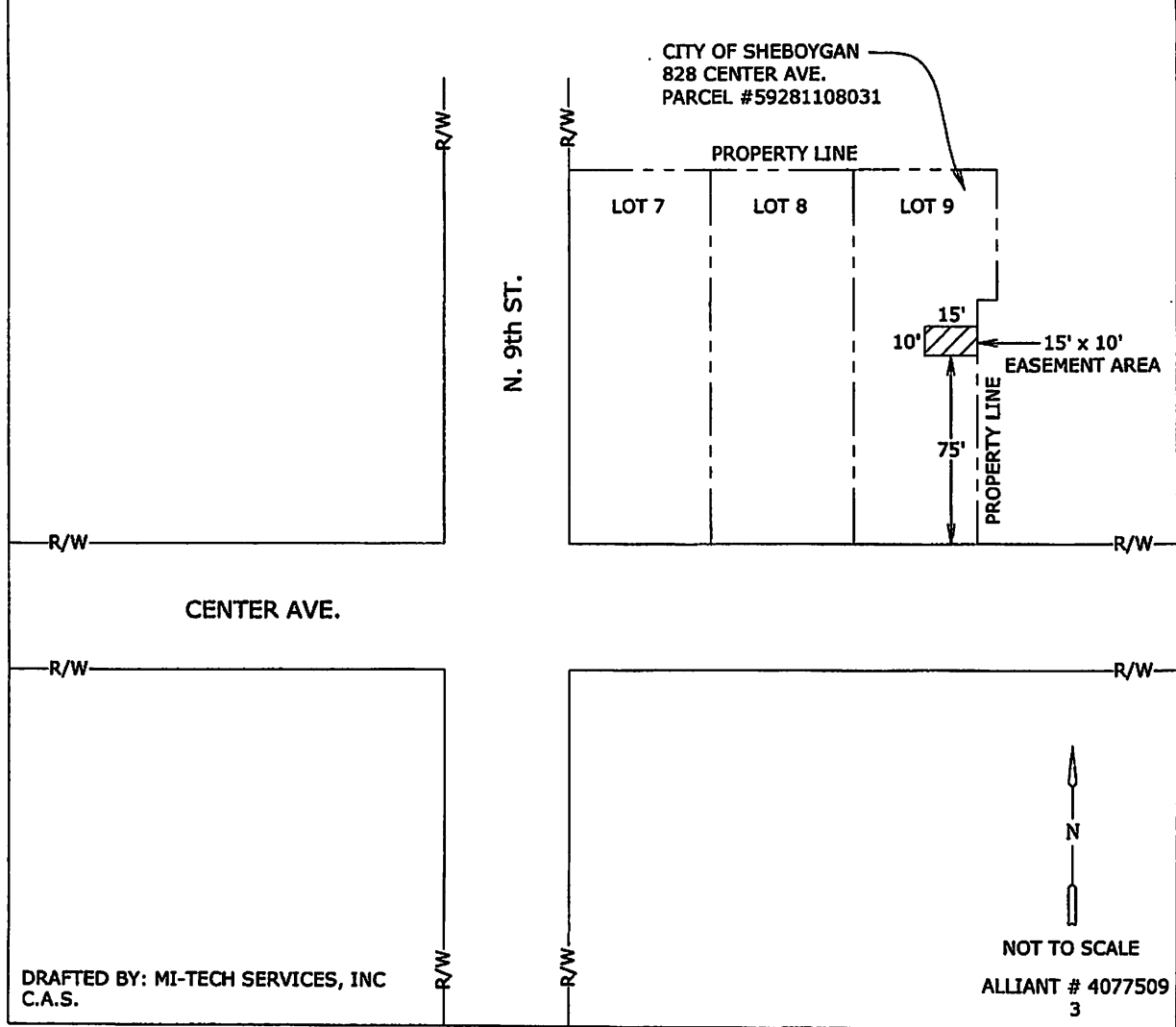
### EASEMENT AREA:

A strip of land Ten (10) feet in width being a part of the above described, said easement being more particularly described and shown on attached Exhibit B, incorporated into and made a part hereof by reference

Northeast Quarter (NE1/4) of the Southwest Quarter (SE ¼) of Section 23, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin

# EXHIBIT "B"

A STRIP OF LAND TEN (10) FEET IN WIDTH BEING A PART OF THE WEST FIFTY-FIVE (55) FEET OF LOT NINE (9), BLOCK ONE HUNDRED FIFTY ONE (151) OF THE ORIGINAL PLAT OF SHEBOYGAN, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



CITY OF SHEBOYGAN  
828 CENTER AVE.  
PARCEL #59281108031

PROPERTY LINE

LOT 7

LOT 8

LOT 9

N. 9th ST.

15'  
10' 15' x 10'  
EASEMENT AREA

PROPERTY LINE

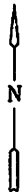
R/W

R/W

CENTER AVE.

R/W

R/W



NOT TO SCALE

ALLIANT # 4077509

3

DRAFTED BY: MI-TECH SERVICES, INC  
C.A.S.

R/W

R/W

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. December 17, 2018.

Your Committee to whom was referred Res. No. 144-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to Parcel Identification Numbers 59281107420 and 59281107440; 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


4.7

Res. No. 144- 18 - 19. By Alderperson Wolf. December 3, 2018.

A RESOLUTION authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to Parcel Identification Numbers 59281107420 and 59281107440.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Underground Electric Easement, a copy of which is attached hereto, to Wisconsin Power and Light Company, and its affiliates and licensees, in, under, over, upon and across the Easement Area as described therein.

*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

Document No.

**EASEMENT UNDERGROUND  
ELECTRIC**

The undersigned Grantor(s) the City of Sheboygan, a municipal corporation, (hereinafter called the "Grantor"), in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee"), the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor in the City of Sheboygan, County of Sheboygan, State of Wisconsin, said "Easement Area" to be Ten (10) feet in width and described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

This easement is subject to the following conditions:

- 1. Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
- 2. Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
- 3. Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
- 4. Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
- 5. Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
- 6. Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
- 7. Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
- 8. Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
- 9. Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
- 10. Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy  
Attn: Real Estate Department  
4902 North Biltmore Lane  
P.O. Box 77007  
Madison, WI 53707-1007

Parcel Identification Number(s)

59281107420 & 5981107440

WITNESS the signature(s) of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN }  
COUNTY OF \_\_\_\_\_ } SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named

\_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named \_\_\_\_\_

\_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of \_\_\_\_\_

My Commission Expires (is) \_\_\_\_\_

This instrument drafted by

**Perri Petropoulos – MI-Tech**

Checked by  
Ben Kohout  
WR#4077504  
November 27, 2018

Project Title:	Wisconsin Ave - Sheboygan
ERP Activity ID:	WR#4077504
Tract No.:	3
REROW No.:	

## Exhibit A

### GRANTOR'S PARCEL:

Lot Three (3), Lot Four (4), Lot Five (5), and Lot Six (6), all in Block One Hundred-Thirty (130) of the Original Plat of Sheboygan, City of Sheboygan, Sheboygan County, Wisconsin.

### EASEMENT AREA:

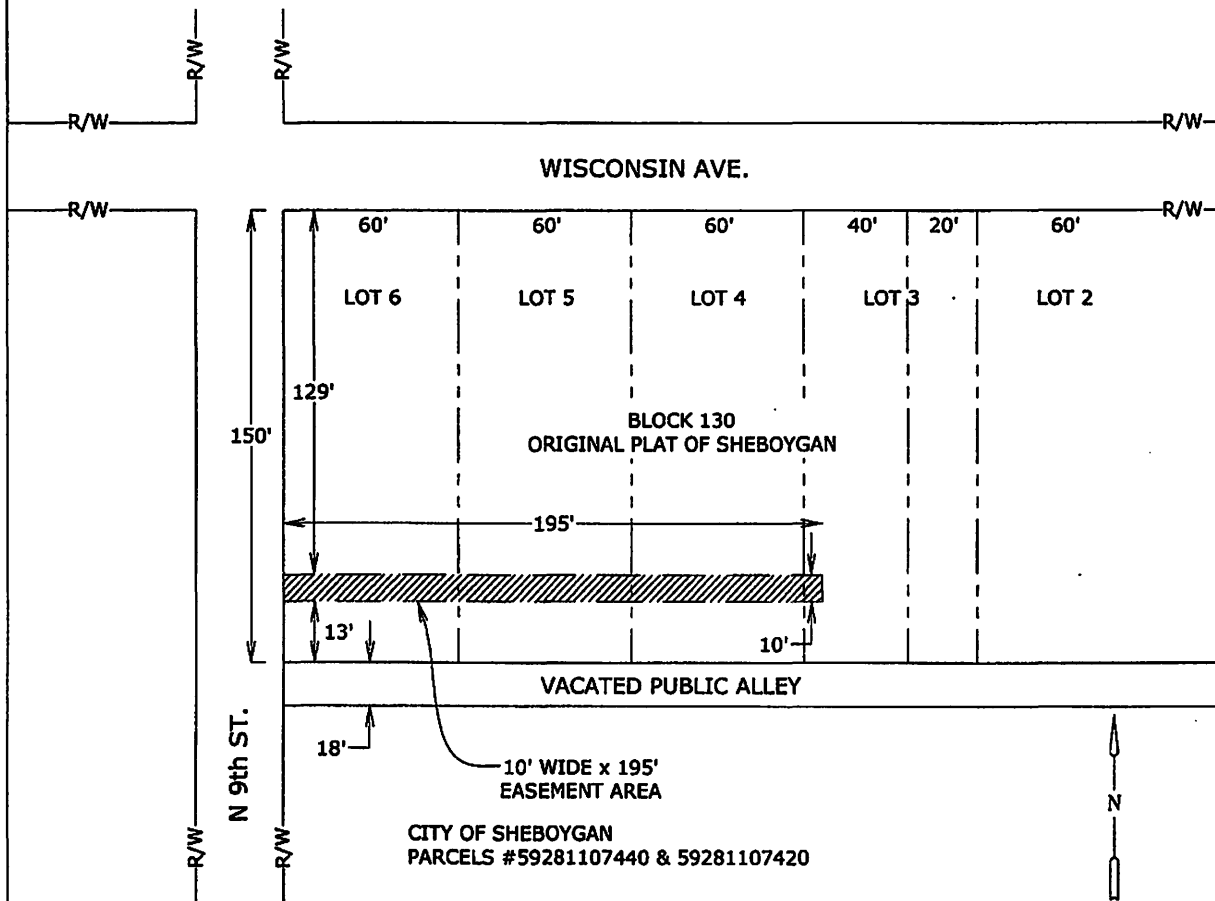
A strip of land Ten (10) feet in width and One Hundred Ninety-five (195) feet in length being a part of Lot Three (3), Lot Four (4), Lot Five (5), and Lot Six (6), all in Block One Hundred-Thirty (130) of the Original Plat of Sheboygan. The Southerly line of the easement is located Thirteen (13) feet North of the Northerly line of the vacated alley with the Westerly boundary of the easement abutting the West property line of Lot Six (6), the said easement being more particularly described and shown on attached Exhibit B, incorporated into and made a part hereof by reference.

Located in the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 23, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Grantor's Deeds recorded on May 11, 1973, as Document No. 959623 and on October 5, 1973, as Document No. 956358 both recorded in the office of the Register of Deeds in and for Sheboygan County, Wisconsin.

## EXHIBIT "B"

A STRIP OF LAND TEN (10) FEET IN WIDTH AND ONE HUNDRED NINETY-FIVE (195) FEET IN LENGTH BEING A PART OF LOT THREE (3), LOT FOUR (4), LOT FIVE (5), AND LOT SIX (6), ALL IN BLOCK ONE HUNDRED-THIRTY (130) OF THE ORIGINAL PLAT OF SHEBOYGAN. THE SOUTHERLY LINE OF THE EASEMENT IS LOCATED THIRTEEN (13) FEET NORTH OF THE NORTHERLY LINE OF THE VACATED ALLEY WITH THE WESTERLY BOUNDARY OF THE EASEMENT ABUTTING THE WEST PROPERTY LINE OF LOT SIX (6), ALL BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 23, TOWNSHIP 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



CITY OF SHEBOYGAN  
PARCELS #59281107440 & 59281107420

NOT TO SCALE

ALLIANT # 4077504  
3

DRAFTED BY: MI-TECH SERVICES, INC  
C.A.S.

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 17, 2018.

Your Committee to whom was referred Res. No. 145-18-19 by Alderpersons Donohue and Sorenson authorizing the appropriate City officials to execute the Agreement for Use of Subscription Material between the Sheboygan Fire Department and Lexipol, LLC, with regard to fire policy manual and daily training bulletins; 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

Other Matters

7.2

Res. No. 145- 18 - 19. By Alderpersons Donohue and Sorenson.  
December 3, 2018.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement for Use of Subscription Material between the Sheboygan Fire Department and Lexipol, LLC, with regard to fire policy manual and daily training bulletins.

RESOLVED: That the Sheboygan Fire Department is hereby authorized to execute the Agreement for Use of Subscription Material, a copy of which is attached hereto and incorporated herein.

*AAPS  
approve*

\_\_\_\_\_  
*Jim 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



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Sheboygan Fire Department
Agency's Address: 1326 N. 25th Street
Sheboygan, Wisconsin 53081

Attention: Chief Michael Romas

Lexipol's Address: 2801 Network Blvd, Suite 500
Frisco, Texas 75034

Attention: Karen James

Effective Date: (to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) Exhibit B (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

LEXIPOL, LLC

Signature:
Print Name:
Title:
Date Signed:

Signature:
Print Name: Van Holland
Title: Chief Financial Officer
Date Signed:

**EXHIBIT A**

**SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

Agency is purchasing the following:

Pricing is based on: 73 Full Time Career Fire Personnel

Lexipol Annual Subscription Service	Term	Price
Fire Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service and Fire Procedures Content	Annual	\$10,193
5% WSFCA Member Discount	Annual	(\$510)
Annual Subscription		\$9,683
<b>Subscription Total Due - Year 1</b>		<b>\$9,683</b>

Implementation Service - Fire	Term	Price
<b>Full Implementation Service</b>		
<b>Fire</b> Agency-specific implementation support for Fire Policy Manual. Cross-Reference limited to procedural content identification. See attached Implementation Scope of Work for full details.	Fixed Price	\$24,320
<b>Implementation Total (Fixed Price)</b>		<b>\$24,320</b>

Project Total Start-up	Invoice	Price
Fire Subscription Total Due - Year 1		\$9,683
Implementation Total (Fixed Price)		\$24,320
<b>PROJECT TOTAL START-UP</b>		<b>\$34,003</b>

Special Offer – Early Start-up: Agency can start as early as November 12, 2018 and receive the remainder of November and December 2018 at no additional charge.

Subscription renewal in January 2020.

## EXHIBIT B

## GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "*Agency's Account*" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "*Agreement*" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Initial Term/Contract Year.** "*Initial Term*" means the twelve-month period commencing on the Effective Date and "*Contract Year*" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "*Derivative Work*" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "*Derivative Work*" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "*Effective Date*" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "*Subscription Materials*" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

### **5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.**

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting

the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply

whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

**11. Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

**12. Confidentiality.** From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

### **Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**13.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**13.6 Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.


**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions



R. O. No. \_\_\_\_\_ - 18 - 19. By CITY PLAN COMMISSION. December 17, 2018.

Your Commission to whom was referred Res. No. 138-18-19 by Alderperson Bohren authorizing the appropriate City officials to execute an Easement Agreement between Badger State Lofts, LP and the City of Sheboygan, Wisconsin regarding the property located near 1031 Maryland Avenue, Sheboygan Wisconsin; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 11, 2018, and after due consideration, recommends approval of the Resolution.

---

CITY PLAN COMMISSION

III

4.1

Res. No. 138 - 18 - 19. By Alderperson Bohren. December 3, 2018.

A RESOLUTION authorizing the appropriate City officials to execute an Easement Agreement between Badger State Lofts, LP and the City of Sheboygan, Wisconsin, regarding the property located near 1031 Maryland Avenue, Sheboygan, Wisconsin.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute said Easement Agreement in form substantially similar to the attached.

*City Plan  
approve*

*James A. Bohren*  
\_\_\_\_\_

\_\_\_\_\_

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

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

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

---

*space above reserved for recording*

### **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("**Agreement**") is effective as of the \_\_\_ day of December, 2018, by and between **Badger State Lofts, LP**, a Wisconsin limited partnership ("**Partnership**"), and **City of Sheboygan, Wisconsin**, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "**City**").

### **RECITALS**

The City is the owner of that certain real property located in Sheboygan County, Wisconsin more particularly described in Exhibit A attached hereto and made a part hereof ("**Parking Lot Property**"). KCG Development, LLC, a Florida limited liability company, conveyed the Parking Lot Property to the City, and as a condition of such conveyance of the Parking Lot Property, the City agreed to execute this Agreement.

- A. The Partnership is the owner in fee simple of certain real property that is adjacent to the Parking Lot Property legally described in Exhibit B attached hereto and made a part hereof ("**Partnership Property**").
- B. The Partnership is planning to develop the Partnership Property to create a 118-unit affordable housing development and consisting of commercial space known as Badger State Lofts ("**Project**").
- C. The Partnership Property does not have space for parking related to the commercial space component of the Project; therefore, the Partnership desires to enter into this Agreement with the City by which the City grants a parking and construction easement to the Partnership to provide adequate parking for the Project.

D. The parties agree that the City will grant to the Partnership other easements as more fully described herein that are necessary and beneficial to the construction and use of the Parking Lot Property.

E. The Partnership desires to improve the Parking Lot Property to provide parking for the commercial space component of the Project on the Parking Lot Property.

F. The Partnership has requested and the City has agreed to grant the Partnership the above described easements as more particularly described herein subject to the restrictions and terms contained herein.

NOW THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Partnership hereby agree as follows:

1. **Recitals.**

The foregoing recitals are true and correct and are incorporated herein by this reference as if set out in full in the body of this instrument.

2. **Construction of Parking Improvements.**

The Partnership hereby agrees at its sole costs and expense to construct those certain parking improvements (“*Parking Improvements*”) depicted on that certain site plan attached hereto as Exhibit C and incorporated herein (“*Parking Plan.*”) The Parking Improvements include but are not limited to laying asphalt (or similar paving material), curbing, and stripping for \_\_ parking spaces (the “Parking Spaces”) on the Parking Lot Property. The City has reviewed and approved the Parking Plan.

3. **Grant of Construction Easement.**

The City hereby grants and conveys to the Partnership, its successors, assigns, contractors and agents, a non-exclusive, temporary construction easement across the Parking Lot Property for purposes of constructing the Project and the Parking Improvements (“*Construction Easement.*”) The Construction Easement shall include the right of vehicular and pedestrian ingress and egress over and across the Parking Lot Property reasonably necessary to construct the Project and the Parking Improvements. The Construction Easement shall also include the right of the Partnership to use the Parking Lot Property for storage and staging of construction equipment and materials for the duration of the construction of the Project and the Parking Improvements.

4. **Grant of Parking Easement**

The City hereby grants and conveys to the Partnership, and its agents, tenants, employees, licensees, guests, patrons and other invitees (i) a parking easement for use of the Parking Spaces as necessary for the use of the commercial component of the Project, and (ii) an easement for pedestrian and vehicular ingress and egress over and across that portion of the Parking Lot Property located outside of the Parking Spaces for the purpose (a) ingress and egress

to the Parking Spaces and (b) ingress and egress to the Parking Spaces from the Partnership Property and to the Partnership Property from the Parking Spaces (collectively, the "***Parking Easement***"). The Parking Easement is subject to modification based upon construction of Project by the parties to this Agreement. Notwithstanding the granting of the Parking Easement, neither the City nor the Partnership shall permit parking in the parking Places between the hours of midnight and 6:00 a.m. Rights to park in the portion of the Easement not located within road right-of-way shall be exclusive to the Partnership and its agents, tenants, employees, licensees, guests, patrons and other invitees.

5. **Maintenance of Parking Spaces.**

The Partnership, at its sole cost and expense, will maintain the Parking Spaces in accordance with sound commercial practices and in accordance with all applicable laws, ordinances, rules and regulations issued by governmental agencies or authorities having jurisdiction over the Parking Lot Property. Without limiting the generality of the foregoing, the Partnership shall be responsible, at its sole cost and expense, for plowing, repaving, restriping and making any required repairs to the Parking Spaces, at such time(s) as are commercially reasonable. The Partnership shall also be responsible for erecting and maintaining all signage related to parking restrictions related to the Parking Spaces.

6. **Income from Parking.**

The City acknowledges that the use of the Parking Spaces and the Parking Lot Property in accordance with this Agreement, shall be of no charge to the Partnership, and its agents, tenants, employees, licensees, guests, patrons and other invitees and that there shall be no income to the City for the use of the Parking Spaces.

7. **No Fee for Use of Easements.**

Except for any expenses expressly outlined herein, the City shall not charge the Partnership a fee for the use of any or all of the Parking Easement, the Construction Easement or the Parking Spaces. The Partnership shall bear the cost of any and all recording fees or taxes which may be due in connection with the recording of this document in Sheboygan County, Wisconsin. The Partnership, because it is benefiting from the use of the Parking Lot Property, shall be responsible for payment of all real estate taxes associated with the Parking Lot Property during the term of this Agreement.

8. **Damage to Personal Property; Risk of Loss to Persons and Property.**

- a. All vehicles and personal property belonging to the Partnership or to its agents, employees, licensees, franchisees, franchisors, tenants, guests and other invitees, or to any other person, located in or about the Parking Lot Property, shall be at the sole risk of the Partnership or such other party, and neither the City nor the City's agents, employees, owners, governors or mortgagees, if any, shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereto, nor for any damage or injury to the Partnership or to other persons or to other property, caused by water, heat or cold, dampness or by any act or neglect of other tenants or

occupants of the surrounding or adjacent property, including the Partnership Property and any other surrounding or adjacent property owned by the Partnership or its affiliates or related entities, or by any other person, or caused in any other manner whatsoever, excepting only to the extent caused by the gross negligence or willful misconduct of the City, its employees, or agents.

- b. The provisions of this Paragraph 8 shall survive the termination of this Agreement as to events occurring during the term of this Agreement.

9. **Indemnity.**

- a. The Partnership shall indemnify the City, its agents, employees, and mortgagee, and hold them harmless, and, will defend the City, its agents and employees, and its mortgagee from and against any and all claims, actions, damages, liabilities, causes of action, and expenses, including reasonable attorneys' and other professional fees, in connection with loss of life, bodily injury and/or damage to property arising from or out of the use of the Parking Spaces, Parking Easement and/or Construction Easement that arose from and after the date hereof which was directly caused by its agents, employees, licensees, guests and other invitees; save and except to the extent of the gross negligence or willful misconduct of the City or its agents or employees.
- b. The provisions of this Paragraph 9 shall survive the termination of this Agreement as to events occurring during the term of this Agreement.

10. **Eminent Domain.**

If the whole or any material part of the Parking Lot Property is taken by any public authority under the power of eminent domain, or in the event of a conveyance by the City in lieu of the exercise of the power of eminent domain by such public authority, the Partnership shall not be precluded from recovery against the condemning authority for the value of any easement taken.

11. **Termination**

- a) This Agreement may be terminated by the mutual agreement of both parties.
- b) Notwithstanding the foregoing, the Partnership shall have to the right to terminate this Agreement by providing the City with thirty (30) days advanced written notice when: (i) the Partnership has determined that the Project is no longer providing for commercial property tenants; or (ii) the Partnership has determined sufficient parking for its commercial tenants has become available within close proximity to the Project due to the development of the land surrounding the Partnership Property.
- c) Notwithstanding the foregoing, the City shall have the right to terminate this

Agreement with ninety (90) days advanced written notice when: (i) the City has determined that the Project is no longer providing for commercial property tenants; or (ii) the City has determined that there is sufficient parking for the Partnership's commercial tenants which has become available within close proximity due to the development of the land surrounding the Partnership Property; or (iii) the Partnership is in default of the agreement as provided in Paragraph 12; or (iv) the Partnership's use of the Parking Lot Property, or the use thereof by the Partnership's agents, tenants, employees, licensees, guests, patrons, and other invitees rises to the level of a nuisance under state or federal law or local ordinance.

12. **Default.**

If either party defaults in the performance of any of its covenants, agreements or obligations contained in this Agreement, and such default shall not have been cured within thirty (30) days after written notice from the non-defaulting party, it shall be deemed an "*Event of Default*".

In the event of an Event of Default as set forth above, the non-defaulting party may perform the defaulting party's obligations and/or seek damages, or seek any other remedy available at law or in equity. The rights and remedies of the parties set forth shall be cumulative and not exclusive of any other right or remedy at law or in equity.

13. **Waiver.**

No waiver of any of the covenants or agreements contained in the Agreement or any breach thereof shall be taken to constitute a waiver of any other or subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any other time of the same or of any other covenants or agreements.

14. **Liability Insurance.**

The Partnership shall obtain and keep in full force and effect at all times during the term of this Agreement, at its sole cost and expense, a policy of Commercial General Liability (including automobile use liability coverage) insurance, issued by a company rated A or A Plus by A. M. Best, with limits of not less than \$1,000,000.00 for bodily injury, death or property damage occurring upon, in or about the Parking Lot Property, including the Parking Spaces, Parking Easement, and Construction Easement, naming the City as an additional insured thereunder. The Partnership will provide to the City at any time upon request an insurance certificate for at least the coverage and amount specified herein.

15. **Notices.**

Any and all notices required or permitted to be served pursuant to the terms of this instrument shall be in writing and shall be (i) served by registered or certified mail, with return receipt requested and postage prepaid, (ii) mailed by Federal Express or other nationally recognized overnight mail service, postage prepaid, (iii) sent by facsimile or email with receipt confirmed and a copy sent by Federal Express or other commercially recognized overnight mail

service, postage prepaid, or (iv) hand delivered, as follows:

To City:

City of Sheboygan  
828 Center Avenue  
Sheboygan, Wisconsin 53081  
Attention: Chad Pelishek, Development Director  
Email: [cpelishek@sheboygan.wi.gov](mailto:cpelishek@sheboygan.wi.gov)

To the Partnership:

Badger State Lofts, LP  
9333 N. Meridan Street, Suite 230,  
Indianapolis, IN 46260  
Attention: R.J. Pasquesi  
Email: [RJ.Pasquesi@kcgcompanies.com](mailto:RJ.Pasquesi@kcgcompanies.com)

With copy to:

Winthrop & Weinstine, P.A.  
225 South Sixth Street  
Suite 3500  
Minneapolis, Minnesota 55402  
Attention: John D. Nolde, Esq..  
Facsimile: (612) 604-6800  
[jnolde@winthrop.com](mailto:jnolde@winthrop.com)

Notice given in accordance with this Section shall be effective upon the earlier of (i) three (3) business days after deposit in the U.S. Mail, (ii) one (1) business day after being delivered to Federal Express or other nationally recognized overnight mail service, (iii) if sent via email or fax, on the date received, if on a business day and received prior to 5:00 p.m.; otherwise on the next business day, or (iv) if hand delivered, upon actual receipt at the address of the addressee. Either party may change its address for notices by giving a notice of such change of address in accordance with the provisions of this Section.

16. **Miscellaneous.**

- a. **Captions.** The sections, captions and headings in this Agreement are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Agreement.
- b. **Easement Runs With Land.** The easements granted herein in favor of the Partnership is appurtenant to the Partnership Property, is intended to be and shall be construed as an easement running with the Partnership Property, and burdening the Parking Lot Property and shall be binding upon and inure to the benefit of the City and the Partnership and their

respective successors and assigns.

- c. **Interpretation.** The singular shall include the plural, the plural the singular and use of any gender shall include all genders. The parties acknowledge and agree that each of them, together with their respective legal counsel, have contributed substantially to the preparation of this instrument, and, as such, this instrument shall not be interpreted more favorably against one party than the other solely upon the basis of which party actually drafted this instrument. The headings herein are for convenience and reference only, and in no way define or limit the scope and content of this instrument or in any way affect its provisions.
- d. **Severability.** Any provision of this instrument that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision beyond such extent or in any other jurisdiction. It is the intention of the parties to this instrument that if any provision of this instrument is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.
- e. **Entire Agreement.** This instrument, including the exhibits attached hereto, contains the entire agreement between the parties with respect to its subject matter. This instrument cannot be further modified, except by a written instrument signed by the party/ies against whom enforcement of the modification is sought.
- f. **Attorneys' Fees.** In the event of any controversy, claim or dispute between the parties hereto relating to the subject matter of this instrument, the prevailing party shall be entitled to recover from the nonprevailing party all of its reasonable expenses, including, but not limited to, reasonable attorneys' fees and costs (including such fees and costs incurred in connection with bankruptcy and/or appellate proceedings).
- g. **Governing Law.** The existence, validity, construction and operational effect of this instrument, and all of its terms, covenants and conditions, shall be determined in accordance with the laws of the State of Wisconsin, without application of its conflict of law principles.
- h. **Further Assurances.** Upon either party's request, the other party shall execute, acknowledge and deliver such further instruments and do such further acts as may be necessary, desirable, or proper to carry out more effectively the purpose of this Agreement.
- i. **Time is of the Essence.** Time is expressly declared to be of the essence

with respect to the performance of all terms, covenants, provisions, and obligations of this Agreement.

- j. **No Partnership.** Under no circumstances whatsoever shall this instrument be construed as creating either a partnership, joint venture or an employment relationship between any of the parties.
- k. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed but one agreement.

16237706v7

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the date first mentioned above.

**CITY OF SHEBOYGAN,  
WISCONSIN**

**BADGER STATE LOFTS, LP,  
a Wisconsin limited partnership**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

By: KCG Badger State Lofts GP, LLC  
Its: General Partner

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

By: KCG Holdings, LLC  
Its: Manager

**BY:** \_\_\_\_\_  
Name: R.J. Pasquesi  
Its: President

ACKNOWLEDGMENTS

STATE OF WISCONSIN    )  
                                          ) ss  
SHEBOYGAN COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 201\_, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                                          ) ss  
\_\_\_\_\_ COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 201\_, the above-named R.J. Pasquesi, as President of KCG Holdings, LLC, a Florida limited liability company, the manager of KCG Badger State Lofts GP, LLC, a Wisconsin limited liability company, as the general partner of Badger State Lofts, LP, a Wisconsin limited partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission \_\_\_\_\_



EXHIBIT B  
PARTNERSHIP PROPERTY

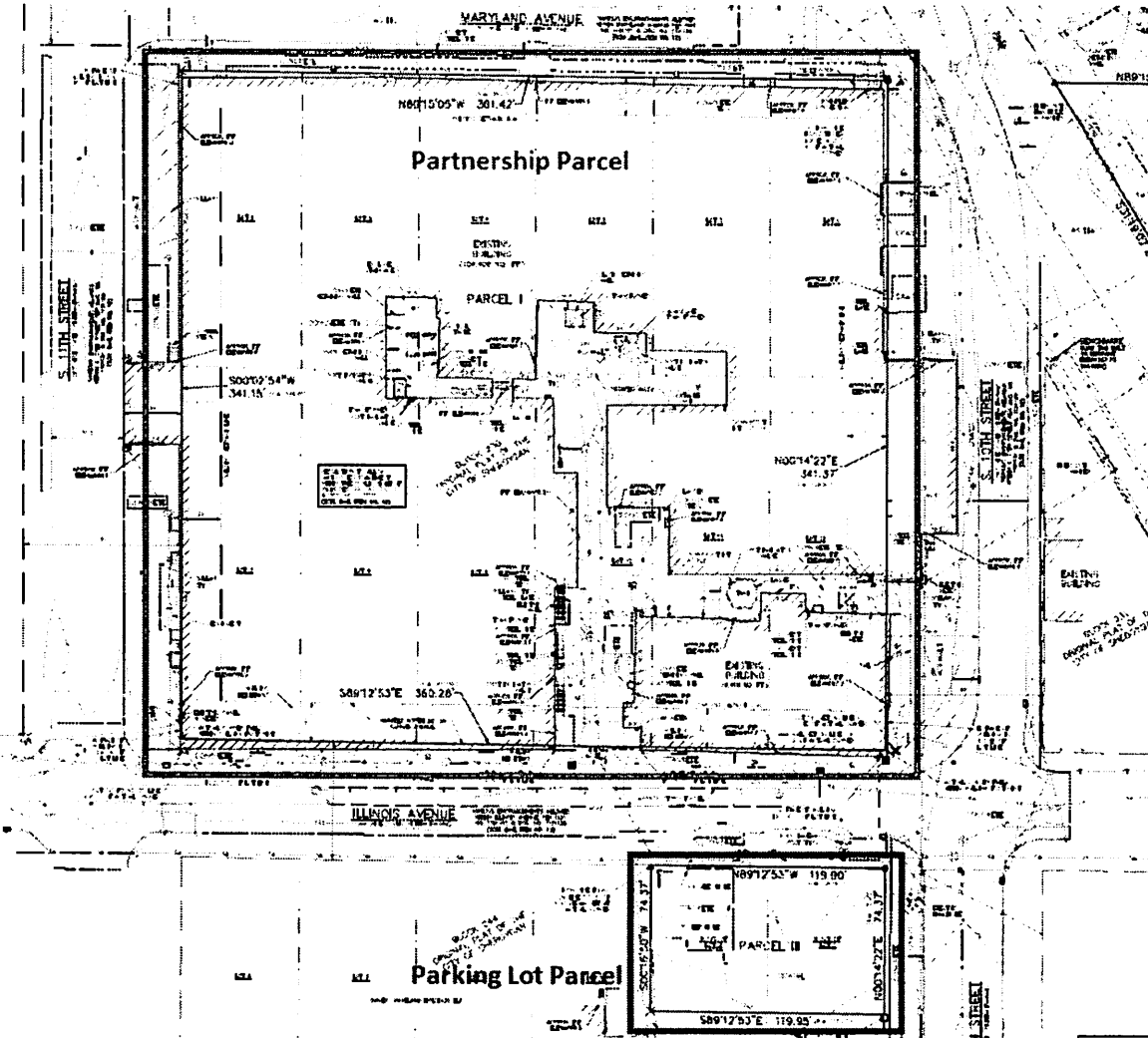
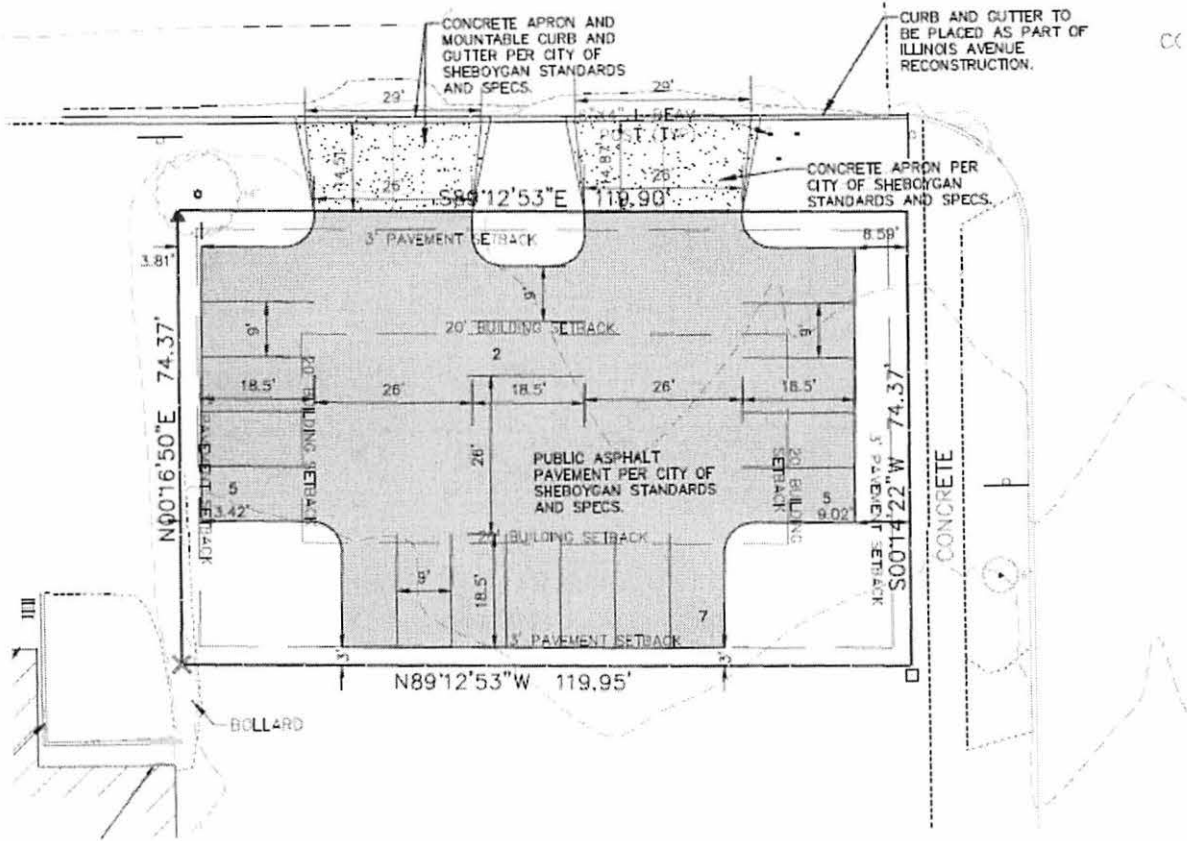


EXHIBIT C  
PARKING PLAN - ATTACHED



III

R. O. No. \_\_\_\_\_ - 18 - 19. By CITY CLERK. December 17, 2018.

Submitting a claim from State Farm Insurance Agency, for their insured Ken Phillip, for alleged damages to his vehicle when it was hit by a Sheboygan Police vehicle door.

Finance +  
Personnel

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

**Steve Ford Ins and Fin Svc Inc**

Steve Ford, Agent  
939 S. 21st Street  
Manitowoc, WI 54220-4945  
Bus 920 682 2997  
steve@stevefordagency.com  
www.stevefordagency.com

21-18  
DEC 13 '18 AM 11:38  
MKC

Monday, December 10, 2018

City Clerk of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Attn: City Clerk of Sheboygan

We are submitting an estimate from Bill's Auto Body in the amount of \$195.30, for our insured Ken Phillip, who lives at 1362 Westwood Lane, Manitowoc, WI 54220. It is for the damage, to his 2006 Dodge Grand Caravan, from the accident date of October 17<sup>th</sup>, 2018, when a Sheboygan Police Officer, was exiting from his Police car, when his car door blew open, hitting Ken Phillip's passenger van in the right front fender causing a walnut size dent.

Ken is waiting to hear from you, so please contact him at either 1-920-973-1160, or email him at [phillipken@sbcglobal.net](mailto:phillipken@sbcglobal.net).

Thank-you for your co-operation to this matter.

  
Mary Jo Mott

Steve Ford State Farm Insurance Agency

BILL'S AUTO SALES & CUSTOM PAINTS, INC.  
3836 CALUMET AVE.  
MANITOWOC, WI 54220  
OFFICE: 920-682-8867 FAX: 920-682-9903  
FED ID #39-1745569

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

11/20/2018 03:20 PM

**Owner**

**Owner:** KEN PHILLIP  
**Address:** 1362 WESTWOOD LN  
**City State Zip:** Manitowoc, WI 54220

**Work/Day:** (920)973-1160  
**FAX:**

**Inspection**

**Inspection Date:** 11/20/2018 03:21 PM

**Inspection Type:**

**Repairer**

**Repairer:** BILL'S AUTO AND CUSTOM  
PAINT  
**Address:** 3836 CALUMET AVE.  
**City State Zip:** MANITOWOC, WI 54220  
**Email:** billsautocustom@gmail.com

**Contact:**

**Work/Day:** (920)682-8867  
**FAX:** (920)682-9903

**Target Complete Date/Time:**

**Days To Repair:** 1

**Vehicle**

2006 Dodge Caravan Grand SXT 4 DR Passenger Van  
6cyl Gasoline 3.8  
4 Speed Automatic

**Lic Expire:**  
**Veh Insp# :**  
**Condition:**  
**Ext. Color:** BRILLIANT BLACK PRL  
**Ext. Refinish:** Two-Stage  
**Ext. Paint Code:** PXR

**VIN:** 2D4GP44L16R850310  
**Mileage Type:** Actual  
**Code:** N6644C  
**Int. Color:**  
**Int. Refinish:** Two-Stage  
**Int. Trim Code:**

**Options**

7 Passenger Seating  
Cargo/Trunk Net  
Digital Clock  
Dual Power Sliding Doors  
Garage Door Opener  
Intermittent Wipers  
Lighted Entry System  
Power Door Locks  
Power Windows  
Rear Window Defroster  
Second Row Bucket Seats  
Tachometer  
Tilt Steering Wheel  
Trip Computer

Aluminum/Alloy Wheels  
Compact Disc W/Tape  
Dual Air Conditioning  
Fog Lights  
Heated Power Mirrors  
Keyless Entry System  
Overhead Console  
Power Drivers Seat  
Privacy Glass  
Rear Window Wiper/Washer  
Sliding Driver Side Door  
Theft Deterrent System  
Tinted Glass  
Velour/Cloth Seats

Anti-Lock Brakes  
Cruise Control  
Dual Airbags  
Fold Into Floor Seats  
Heated W/S Wiper Washers  
Leather Steering Wheel  
Power Brakes  
Power Steering  
Rear Heater  
Roof/Luggage Rack  
Strg Wheel Radio Control  
Third Seat (trucks)  
Traction Control System

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Front Body And Windshield</b>										
1	I	104		Fender,Front RT >> PAINTLESS DENT REPAIR	Sublet Repair	\$150.00*				SM
<b>Front Body Interior Sheetmetal</b>										
2	RI	106		Skirt,Inner Fender RT	R & I Assembly				0.6	SM
2	Items									

**Estimate Total & Entries**

Labor	Rate	Replace	Repair Hrs	Total Hrs		
			Hrs			
Sheet Metal (SM)	\$60.00	0.6		0.6	\$36.00	
Mech/Elec (ME)	\$70.00					
Frame (FR)	\$70.00					
Refinish (RF)	\$60.00					
<b>Labor Total</b>				0.6 Hours		\$36.00
Tax on Labor		@ 5.000%			\$1.80	
Sublet Repairs					\$150.00	
Tax on Sublet		@ 5.000%			\$7.50	
<b>Gross Total</b>						<b>\$195.30</b>
<b>Net Total</b>						<b>\$195.30</b>

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 54220 Default  
 Rate Name Default

Audatex Estimating 8.0.643 ES 11/20/2018 03:24 PM REL 8.0.643 DT 11/01/2018 DB 11/15/2018  
 © 2018 Audatex North America, Inc.

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

**Op Codes**

\* = User-Entered Value      ^ = Labor Matches System Assigned Rates      E = Replace OEM



NG = Replace NAGS  
UE = Replace OE Surplus  
EU = Replace Recycled  
UM = Replace Reman/Rebuilt  
UC = Replace Reconditioned  
N = Additional Labor  
IT = Partial Repair  
P = Check

EC = Replace Economy  
ET = Partial Replace Labor  
TE = Partial Replace Price  
L = Refinish  
TT = Two-Tone  
BR = Blend Refinish  
CG = Chipguard  
AA = Appearance Allowance

OE = Replace PXN OE Srpls  
EP = Replace PXN  
PM = Replace PXN Reman/Reblt  
PC = Replace PXN Reconditioned  
SB = Sublet Repair  
I = Repair  
RI = R & I Assembly  
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.

© 2018 Audatex North America, Inc.

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



III

Res. No. \_\_\_\_\_ - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
December 17, 2018.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2018 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

RESOLVED: That the 2018 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 1, which is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north, and Center Ave. on the south, and more particularly described as Blocks 105, 106, 127, 129, 130, 152 and the north one-half of Block 151, all in the Original Plat of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2019. Any payments received after May 1, 2019, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. 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 powers
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 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.

Suspend  
Pass

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2018, as is set forth in Section 106-54(a) of the Municipal Code.

---

---

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

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

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

III

Res. No. \_\_\_\_\_ - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
December 17, 2018.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2018 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

RESOLVED: That the 2018 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 2, which is that area of the City bounded by a line described as commencing at the SW corner of Virginia Ave. and Riverfront Dr., also described as the NE corner of Lot 1, Blk. 205 of the Original Plat of the City of Sheboygan, thence W. 240' along the S.L. of Virginia Ave. to the NW corner of Lot 4, Blk. 205, Original Plat (O.P.), thence S. 273' along the W. lot line of Lots 4 and 9, Blk. 205, O.P., thence E. 50' at a right angle to the W. lot line of Lot 9, Blk. 205, O.P., thence S. 125', parallel with said lot line to the S.L. of New Jersey Ave., thence W. 50' along said S.L. to the W. lot line of Lot 4, Blk. 211, O.P., thence S. 90' along said lot line, thence E. 103.12' at a right angle to said lot line to the Wly line of Riverfront Dr., thence SWly 246.89' along said Wly line to an intersection with the W. lot line of Lot 9, Blk. 211. O.P., and the N.L. of Maryland Ave., as originally platted, thence 60' S. to the S.L. of Maryland Ave., thence 60' E. along the said S.L. to the W. lot line of Lot 3, Blk. 234, O.P., thence S. 145', more or less, along said lot line to the NWly shore of the Sheboygan River, thence NEly downstream along said shore to the N.L. of Virginia Ave., thence W. 245', more or less, along said N.L. to the E.L. of Riverfront Dr., thence 80' S. along extension of said E.L. to the S.L. of Virginia Ave., thence 66' W. along said S.L. to the point of beginning, being a part of the NE 1/4 of the NW 1/4 of Sec. 26, T15N, R23E.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2019. Any payments received after May 1, 2019, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. 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

Suspend  
Pass

- c. A schedule of the proposed assessment
- 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 Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 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.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2018, as is set forth in Section 106-54(a) of the Municipal Code.

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

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

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

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

III

Res. No. \_\_\_\_\_ - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
December 17, 2018.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2018 cost of operating and maintaining, and the prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4.

RESOLVED: That the 2018 cost of operating and maintaining, and prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 4, which is that area of the City bounded by a line described as commencing at the intersection of the centerline of S. 12th St. with the S. r.o.w. of Clara Ave., thence W. to the NW corner of Lot 1, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of Lot 48, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 46, Blk. 6, Assessment Subd. No. 19, thence W. to the SW corner of said Lot 46, thence S. to the SW corner of Lot 43, Blk. 6, Assessment Subd. No. 19, thence W. to the NW corner of Lot 40, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of said lot, thence E. to the NE corner of Lot 39, Blk. 6, Assessment Subd. No. 19, thence S. to the SE corner of Lot 35, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 2, Blk. 7, Assessment Subd. No. 19, thence N. to the NE corner of said Lot 2, thence E. to the NE corner of Lot 1, Blk. 7, Assessment Subd. No. 19, thence S. along the E.L. of said Lot 1 to a point in said E.L. opposite the Wly extension of the S.L. of Lot 17, Blk. 8, Assessment Subd. No. 19, thence E. to the SE corner of said Lot 17, thence N. to the NE corner of Lot 15, Blk. 8, Assessment Subd. No. 19, thence W. along the N.L. of said Lot 15 to the centerline of S. 12th St., thence N. along said centerline to point of beginning.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2019. Any payments received after May 1, 2019, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. 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

*Suspend  
PASS*

- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 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.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2018, as is set forth in Section 106-54(a) of the Municipal Code.

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

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

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

III

Res. No. \_\_\_\_\_ - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
December 17, 2018.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2018 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

RESOLVED: That the 2018 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 5, which is that area of Lots 1 through 9 and Lot 11, South Pier Subdivision, of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2019. Any payments received after May 1, 2019, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. 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 powers
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 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.

*Suspend  
Pass*

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2018, as is set forth in Section 106-54(a) of the Municipal Code.

---

---

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

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

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

III

Res. No. \_\_\_\_\_ - 18 - 19. By Alderperson Wolf. December 17, 2018.

A RESOLUTION authorizing the appropriate City officials to execute a Stormwater Facilities Maintenance Agreement between the City of Sheboygan and Badger State Lofts, LP for the Badger State Lofts project.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately because the related real estate transaction is scheduled to close before the end of December 2018.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Stormwater Facilities Maintenance Agreement between the City of Sheboygan and Badger State Lofts, LP, a copy of which is attached hereto.

*Suspend  
Pass*

\_\_\_\_\_

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

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

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

**STORMWATER FACILITIES  
MAINTENANCE AGREEMENT**

This Stormwater Facilities Maintenance Agreement (the "Agreement") is made as of December \_\_, 2018 by and between the City of Sheboygan, Wisconsin ("City"), and Badger State Lofts, LP, a Wisconsin limited partnership, 9333 North Meridian Street, Suite 230, Indianapolis, IN 46260 ("Owner").

**RECITALS**

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

The Legal Description of property covered under this Agreement is legally described on Attachment B, attached hereto, and graphically depicted on Attachment C.

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

**OWNER SHALL:**

- 1) Implement or cause to be implemented the stormwater facility maintenance program included herein as Attachment "A".
- 2) Maintain a record (in the form of a log book) of steps taken to implement the program referenced in (1) above. The log book shall be available for inspection by City staff at Owner's business during normal business hours, or at an alternate location approved by City staff. The log book shall catalog the action taken, who took it, when it was done,

how it was done, and any problems encountered or follow-on actions recommended. Maintenance items listed in Attachment "A" shall be inspected on a monthly or more frequent basis as necessary. Owner is encouraged to photocopy the individual checklists in Attachment "A" and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the log book.

- 3) Maintain the approved stormwater management practices in accordance with the schedule referenced in (1) and (2).
- 4) Provide the City with the name, address and telephone number of the business, the person or the firm responsible for plan implementation, if other than the Owner.
- 5) Permit authorized representatives of the City access to the property described above to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with this Agreement.
- 6) Permit authorized representatives of the City to perform corrective actions if the Owner does not make or cause to make required corrections within a specified time period and enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to state statutes, if payment is not made within thirty (30) days of submittal of invoice to Owner for City performed corrective actions.
- 7) Prevent any unauthorized modifications to the approved stormwater management practices and prevent them from being dismantled, revised, altered or removed except as necessary for maintenance, repair or replacement. Any such actions shall be approved of by the City. Modifications to the approved stormwater management practices must be approved in advance by the City.

**THE CITY OF SHEBOYGAN SHALL:**

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

**REMEDIES:**

- 1) If the City determines that maintenance or repair work is required to be done to the stormwater facility existing on the Owner property, the Director of the Department of Public Works, or his/her designee, shall give the Owner, and/or the person or agent in control of said property, notice of the specific maintenance and/or repair required. The Director or designee shall set a reasonable time in which such work is to be completed. If the above required maintenance and/or repair is not completed within the time set by the Director, or his/her designee, written notice will be sent to the persons who were given notice stating the City's intention to perform such maintenance and bill the Owner for all incurred expenses.
- 2) If at any time the City determines that the existing system creates any imminent threat to public health or welfare, the Director, or his/her designee, may take immediate measures to remedy said threat. No notice to the persons listed in Remedies (1), above, shall be required under such circumstances.
- 3) The Owner grants unrestricted authority to the City for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies ( 1) and/or (2).
- 4) The persons listed in Remedies (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the City within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the City will be borne by the parties responsible for said reimbursements.
- 5) The Owner hereby grants to the City a lien against the above-described property in an amount equal to the cost incurred by the City to perform the maintenance or repair work described herein.

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

[Signature Pages to Follow]



CITY OF SHEBOYGAN

\_\_\_\_\_  
Authorized Agent for the City of Sheboygan

STATE OF WISCONSIN    )  
                                          ) ss  
COUNTY OF SHEBOYGAN )

On this \_\_\_ day of December, 2018, before me personally appeared \_\_\_\_\_, Authorized Agent of the above-named municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Authorized Agent of said corporation, and acknowledged that he/she executed the foregoing instrument as such officer of said corporation, by its authority.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Sheboygan, WI

**ATTACHMENT A**

**(Stormwater Facility Maintenance Program)**

## ATTACHMENT B

(Legal Description)

### Storm Sewer Maintenance Easement Legal Description

A Storm Sewer Maintenance Easement located within Block 230 of the Original Plat of the City of Sheboygan and the vacated alley therein and the vacated North 20 feet of Illinois Avenue, being a part of the Northwest 1/4 of the Northwest 1/4, Section 26, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin being more particularly described as follows:

Commencing at the Northwest corner of said Block 230 (cut "x" found); thence South 00°-02'-54" West along the West line of said Block 230 and its southerly extension, a distance of 341.15 feet to the South line of the vacated North 20 feet of Illinois Avenue; thence South 89°-12'-53" East along said South line, a distance of 141.57 feet to the point of beginning; thence North 00°-03'-47" East, a distance of 26.80 feet; thence North 00°-42'-39" East, a distance of 63.24 feet; thence North 45°-19'-53" East, a distance of 14.44 feet; thence South 89°-39'-12" East, a distance of 42.00 feet; thence North 00°-20'-48" East, a distance of 46.07 feet; thence North 07°-31'-19" West, a distance of 31.14 feet; thence South 89°-37'-30" West, a distance of 63.86 feet; thence North 45°-23'-55" West, a distance of 9.84 feet; thence North 00°-23'-55" West, a distance of 9.10 feet; thence North 89°-36'-05" East, a distance of 10.00 feet; thence South 00°-23'-55" East, a distance of 4.96 feet; thence South 45°-23'-55" East, a distance of 2.98 feet; thence North 89°-37'-30" East, a distance of 52.47 feet; thence North 67°-02'-05" East, a distance of 15.65 feet; thence South 07°-31'-19" East, a distance of 45.70 feet; thence South 00°-20'-48" West, a distance of 46.76 feet; thence South 89°-39'-12" East, a distance of 21.77 feet; thence South 04°-01'-24" West, a distance of 79.99 feet; thence North 85°-58'-36" West, a distance of 10.00 feet; thence North 04°-01'-24" East, a distance of 69.33 feet; thence North 89°-39'-12" West, a distance of 58.97 feet; thence South 45°-19'-53" West, a distance of 6.19 feet; thence South 00°-42'-39" West, a distance of 59.08 feet; thence South 00°-03'-47" West, a distance of 26.87 feet to the South line of the vacated North 20 feet of Illinois Avenue; thence North 89°-12'-53" West along said South line, a distance of 10.00 feet to the point of beginning.

**ATTACHMENT C**

**(Graphic Depiction – Attached)**

**16543249v1**



III

Res. No. \_\_\_\_\_ - 18 - 19. By Alderperson Wolf. December 17, 2018.

A RESOLUTION authorizing the Finance Director to execute the Release for Property Damage with regard to Karla Willis and an automobile accident on May 11, 2018.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately in order to receive the payment from USAA Casualty Insurance Company without delay.

RESOLVED: That the Finance Director is hereby authorized to execute the USAA Casualty Insurance Company Release for Property Damage, a copy of which is attached hereto.

*Inspired  
Pass*

\_\_\_\_\_

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



USAA Casualty Insurance Company

# RELEASE FOR PROPERTY DAMAGE

Member Name	Claim Number	Date of Loss
Karla Willis	007517830 - 010	05/11/2018

FOR AND IN CONSIDERATION of the payment to me/us of the sum of Nine Thousand Eight Hundred Eight Dollars and 54/100 (\$9,808.54), the receipt of which is hereby acknowledged, I/we, being of lawful age, do hereby release, and forever discharge Karla Willis, Dirk Willis, and USAA from all liability for damages to any and all property resulting from an automobile accident occurring on or about May 11, 2018, at or near Sheboygan, WI.

It is expressly understood that this release applies only to liability for the property damage which arose from the above-stated event and that this release does not affect any other rights, causes of action, or demands that the releaser may have for other damages, including but not limited to personal injury claims, or other claims that have or may arise out of the other events or contacts.

IT BEING FURTHER AGREED AND UNDERSTOOD that this settlement is a compromise of a disputed claim and that the payment is not to be construed as an admission on the part of the party or parties hereby released of any liability whatever in consequence of said accident.

Executed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year  
 City/State Day Month

Witnesses:

CAUTION: Read Before Signing

Signature \_\_\_\_\_

Legal Signature \_\_\_\_\_

Address \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Legal Signature \_\_\_\_\_

Address \_\_\_\_\_

Print Name \_\_\_\_\_

III

Res. No. \_\_\_\_\_ - 18 - 19. By Alderperson Wolf. December 17, 2018.

A RESOLUTION authorizing entering into a Tentative Agreement with the International Association of Fire Fighters Local 483 for a successor contract.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately in order to finalize the contract before the end of December 2018.

RESOLVED: That the Common Council hereby authorizes the appropriate City officials to enter into a Tentative Agreement with the International Association of Fire Fighters Local 483 for a successor contract, a copy of which is attached hereto.

*Suspend  
Pass*

\_\_\_\_\_

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

## TENTATIVE AGREEMENT 12/7/2018

Between the City of Sheboygan  
And  
IAFF Local 483  
January 1, 2018 - December 31, 2020

### 1) WITNESSETH (Page 5) Section A: Modify to read:

"Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship that is to exist between them and enter into an Agreement covering those matters primarily related to wages, hours, and conditions of employment and those matters primarily related to management function over which the employer has agreed to negotiate, as well as procedures for reducing potential conflict with respect to such matters. Nothing in this provision would eliminate the City's right to remove permissive subjects by law in successor contracts. In the event of the City's exercising of this right, the union reserves its right to bargain the impact of same with regard to its members' wages, hours and conditions of employment."

### 2) ARTICLE II – UNION SECURITY (Page 7)

"A. The City agrees to deduct Union dues from the wages of all employees in accordance with 111.70(3)(a)6., Wis. Stats. Such deductions will be made by the City for the succeeding month from the wages of employees for the second pay period of each calendar month and will be transmitted to the Union by the tenth (10<sup>th</sup>) day of the following month.

B. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgements brought or issued against the City as a result of any action taken or not taken by the City under provisions of this article.

C. The City will issue one check to the Fire Union for any/all dues payments to include deductions for Local 483 conduit and IAFF Firepac."

### 3) ARTICLE IV - RESIDENCY REQUIREMENT (Page 9) Modify to read:

"Effective January 2016, all employees shall, within four (4) months of their completion of probation, and as a condition of their employment, establish a permanent residence within 45 miles of the jurisdictional boundaries of the City of Sheboygan, and must remain as residents within 45 miles of the jurisdictional boundaries of the City of Sheboygan throughout their employment, except for the following:

1. The Human Resources Director, with input and/or recommendation of the Chief, may extend the four (4) months to accommodate a hardship with evidence the employee is in the process of securing residency.
2. Employees living outside the 45 miles of the jurisdictional boundaries of the City of Sheboygan as of December 31, 2015 may continue to reside at the address of record on December 31, 2015. Any future change in address must not be further away from the current address on record."

### 4) ARTICLE VII – NORMAL WORK WEEK (Page 12) First Paragraph. Modify to read:

"Line firefighters of the Fire Department shall be scheduled for twenty-four (24) consecutive hours of duty. The normal work week shall be fifty-six (56) hours, but no employee shall be guaranteed any specific number of hours in any one (1) week."

## TENTATIVE AGREEMENT 12/7/2018

Between the City of Sheboygan  
And  
IAFF Local 483  
January 1, 2018 - December 31, 2020

**5) ARTICLE VIII – OVERTIME AND COMPENSATORY TIME** (Page 13, lines 31 and 32 and page 14, lines 1 and 2) Modify to read:

“Personnel must decide by November 15<sup>th</sup> if they intend to use compensation time off or receive cash for the remaining hours. Personnel may use accrued Fair Labor Standards Act compensatory time off through March 31<sup>st</sup> of the year following the cash payout. Hours not used by March 31<sup>st</sup> of said year will not be eligible for a cash payout. If compensatory time is not exhausted by March 31<sup>st</sup>, management will assign time off by May 31<sup>st</sup> with no less than one week notice unless mutually agreed between parties. Time off assignments hereunder will not be counted toward the maximum number of bargaining unit employees allowed off on approved leave of absence in accordance with Article XXII.”

**6) ARTICLE IX – PROMOTIONS AND TRANSFERS;** Section C (Page 20) Modify to Read:

“A. Plan of Evaluation for Promotion: The Chief will select a qualified member of the department for promotion with approval from the Police and Fire Commission.

The Chief shall establish promotional procedures pursuant to applicable Wisconsin Statutes which include, but are not limited to, an evaluation of merit and ability in order to determine qualified employees for promotion. The Chief will notify the Union President in writing ten (10) days prior to implementation of any process revisions.”

“B. Promotions within the Fire Prevention Bureau shall be chosen in accordance with Subsection (A)15 above. Equally qualified candidates will be given preference for service time within the Fire Prevention Bureau.

“C. The promotional system for Firefighter or Fire Equipment Operator (FEO) to Lieutenant shall include the following: Qualified Firefighters and FEOs for the position of Lieutenant shall be chosen in accordance with Subsection (A) above. The candidate with the most seniority from those qualified shall be selected for promotion to the position of Lieutenant.”

“D. The promotional system for Lieutenant to Captain shall include the following: Lieutenants who have completed their probationary period may apply for the position of Captain and shall be chosen pursuant to Subsection (A) above. The Lieutenant with the most seniority in rank from those qualified shall be selected for promotion to the position of Captain.”

**“E. Fire Apparatus Driver/Operators and Fire Equipment Operators**

All employees hired after January 1, 2002 are required to be certified by the Sheboygan Fire Department as Fire Apparatus Driver/Operators. The department shall provide a training program to enable employees to become certified.

An employee must complete the Fire Apparatus Driver/Operator training program to be certified and in order to receive the step four (4) increase. The Fire Department shall not hinder an employee's

## **TENTATIVE AGREEMENT 12/7/2018**

**Between the City of Sheboygan  
And  
IAFF Local 483  
January 1, 2018 - December 31, 2020**

participation in the certification process and will provide employees ample opportunities to train so that they are able to be certified in a timely manner. If certification occurs beyond the thirty sixth (36<sup>th</sup>) month of employment then upon certification the employee's pay would be based on length of service with the department and future step increases shall be based on the date of hire and not the date of certification.

To be eligible and qualified for promotion to Fire Equipment Operator (FEO), a certified Fire Apparatus Driver/Operator must have previously successfully completed a written and practical examination for FEO as established by the fire department. The most senior qualified employee will be offered the FEO position. Declining the offer does not affect the employee's eligibility for future openings.

At a minimum, the Department will provide the FEO written and practical testing annually; however, when the need arises, the Department will provide the FEO written and practical testing semiannually.

Employees will be informed of the expected standards for completion of the Fire Apparatus Driver/Operator program as well as the expectations for successful completion of the written and practical examinations for qualification for promotion. It is the responsibility of the employee to provide the effort necessary to meet those standards and expectations. All new FEOs shall be ranked using in-grade seniority based on the date of the promotion.\*

\*Firefighter Greg Wucherer shall be grandfathered. If/when he would be promoted to FEO, he shall be ranked according to department seniority."

\*\*Note – These language changes are not intended to effect the status of the current FEO eligibility list, it is only intended to spell out the process for any future additions to said list.\*\*

### **G. Eligibility Lists**

Page 21, Remove Line 27 – ...of Chief Fire Inspector....  
Page 22, Remove Line 20-24

H. "Transfers: The Chief of the Department, will make whatever transfers are needed for the efficient operation of the department. Lateral transfers made by the Chief of the Department for the "efficient operation of the department" will ordinarily take place during the months of January and February. Employees involved in lateral transfers will be given a minimum of thirty (30) days notice to allow these employees to adjust both professional and personal affairs. Transfers may occur prior to the end of the thirty (30) day period upon the request of, or with the concurrence of, the affected employee. Transfers may also be made at any time on the basis of compelling department operational requirements, to include, but not limited to, irreconcilable conflicts between employees assigned to the same station, as part of a formal program of work performance improvement, or if recommended to an employee as part of a program developed under the City Employee Assistance Program. Transfers that take place other than during January or February shall be discussed with the Union's Executive

## TENTATIVE AGREEMENT 12/7/2018

Between the City of Sheboygan  
And  
IAFF Local 483  
January 1, 2018 - December 31, 2020

Board before being made.”

The remaining portion of paragraph H remains the same as in the Agreement.

Paragraph I shall remain the same as in the Agreement.

J. Subsection 1. as follows:

- “ When it becomes necessary, because of need for economy, lack of work or funds, or for other just causes, to reduce the number of subordinates:
- (a) the emergency, special, temporary, part-time, or provisional subordinates, if any, shall be dismissed first, and thereafter subordinates shall be dismissed in the order of the shortest length of service in the department, provided that, in cities where a record of service rating has been established prior to January 1, 1933, for the said subordinates, the emergency, special, temporary, part-time provisional subordinates, if any, shall be dismissed first, and thereafter subordinates shall be dismissed in the order of the least efficient as shown by the said service rating.
  - (b) When it becomes necessary to reduce the number of subordinates in the higher positions, or to abolish any higher positions in the department, the subordinate or subordinates affected thereby shall be placed in a previous position in the department less responsible according to his/her efficiency and length of service in the department.”

### 7) ARTICLE X – GRIEVANCE PROCEDURE (Page 27) Modify to read:

“A. General Provisions: A grievance under this Agreement is a written claim arising under and during the terms of this Agreement, initiated as set out below limited to the interpretation, application, or enforcement of the terms of this Agreement and disciplinary action except disciplinary action subject to Chapter 62.13 (i.e. involving suspension, reduction in rank, suspension and reduction in rank, or removal.) Any dispute with respect to the reasonableness of the application of work rules primarily related to working conditions, wages, or hours, except those that affect safety, firefighting, or activities related thereto, shall be subject to the grievance procedure.”

E.3.(a) Steps in the Grievance Procedure – (Page 29) Lines 22-26 Paragraph will be removed.  
“Notwithstanding any other provision.....”

E.3(c) Steps in the Grievance Procedure – (Page 30) Subsection (c) First sentence; Modify to read:

“In reviewing any differences with respect to the reasonableness of the application of new departmental rules or regulations primarily related to wages, hours, and conditions of employment under this grievance and arbitration procedure, the arbitrator shall take into account the special statutory responsibilities granted to the Chief under the statutes of the State of Wisconsin and

## TENTATIVE AGREEMENT 12/7/2018

Between the City of Sheboygan  
And  
IAFF Local 483  
January 1, 2018 - December 31, 2020

amendments thereto."

### 8) ARTICLE XII – RULES AND REGULATIONS (Page 33) Modify to read:

"The rules and regulations of the Sheboygan Fire Department that primarily relate to wages, hours, and conditions of employment shall be made a part of this agreement by this reference. Rules and regulations will be revised and amended as the need arises. The Chief agrees to notify the Union president of any new work rules primarily related to working conditions, wages or hours, before they are put into effect. Any dispute with respect to the reasonableness of the application of work rules primarily related to working conditions, wages, or hours, except those that affect safety, firefighting, emergency medical services, or activities related thereto, shall be subject to the grievance procedure."

### 9) ARTICLE XVIII – UNIFORM ALLOWANCE (Page 43) Section D Lines 18-23 are removed.

### 10) ARTICLE XIX – SPECIAL SALARY PROVISIONS Section I (Page 48) First Paragraph. Modify to read:

**"1. Paramedic Preceptor Compensation** - Each semester, the Chief, or his/her designee will determine whether the Sheboygan Fire Department will participate in a paramedic preceptor program. The participation level shall not exceed one (1) paramedic student per ambulance."

Section H, subsection. 2 (page 47); **Premium Pay for work outside normal station routine work hours** - Modify to read:

**"2. Training:** The City may require each employee to participate in two (2) training sessions per calendar year, to a maximum of four (4) hours outside the normal station work routine hours, at no additional expense to the City. Additionally, training sessions participated in with outside agencies other than solely the Sheboygan Fire Department must not exceed an additional six (6) sessions per calendar year, to a maximum of eighteen (18) additional hours outside the normal station work routine hours. (Sundays, and holidays are excluded.) Additional training may take place as agreed upon by The Chief and the Union president or their designee."

### 11) ARTICLE XXIII – UNION ACTIVITIES Section E; (page 56) Modify to read:

"The Union's grievance committee shall be determined by the Association. The Union's bargaining Committee will be determined by the Association. Either party may select an attorney for purposes of conducting negotiations under the provisions of 111.70 of the Wisconsin Statutes."

### 12) ARTICLE XXIX – LIFE INSURANCE (Page 67) Modify to read:

"The City agrees to continue in force the present life insurance or comparable coverage. The City agrees to contribute 50% of the member's monthly basic life insurance premium costs of the Wisconsin Employee Group Life Insurance Plan or comparable coverage for eligible members of the bargaining unit."

**TENTATIVE AGREEMENT 12/7/2018**

Between the City of Sheboygan  
And  
IAFF Local 483  
January 1, 2018 - December 31, 2020

**13) ARTICLE XXVII – HEALTH INSURANCE Section A (Page 63); Modify to Read:**

“Actively employed Firefighters will be offered medical insurance at the same premium contributions as Non-Represented employees of the City of Sheboygan. This benefit ceases when the employee is laid off, discharged, or quits, subject to applicable federal laws (COBRA).”

**14) ARTICLE XXXX – RETROACTIVITY (Page 78) Modify to read:**

“A. Retroactivity will be paid on increases in salary from January 1, 2018, until this contract is executed. All benefits will be retroactive to January 1, 2018, unless otherwise noted.”

**15) SALARY AND WAGE SCHEDULE Modify Paragraph C (page 40) – Wages as follows:**

Effective 01/01/2018 - 2.00%  
Effective 01/01/2019 - 2.25%  
Effective 01/01/2020 - 2.00%

**16) ADDITIONAL ITEMS TO BE UPDATED AND CLEANED UP**

- 1) **LETTERS OF UNDERSTANDING:** All letters of understanding will be updated with applicable dates as needed.
- 2) **LANGUAGE CLARITY:** All references to the Fire Chief in any context will be changed to Chief. All references to Chief Inspector will be removed. All references to Deputy Chief of Personnel will be removed. Generally speaking, personnel specific references will be changed to the Chief or his/her designee.
- 3) Sheboygan Fire Department Promotional Process (Pages 89-109) shall be removed from the Agreement.

**17) Article XXXIV – TRAINING Section E (Page 72)**

In the event an employee who has been approved to attend outside training while on duty is unable to do so due to insufficient staffing, the employee enjoys the right to attend the class by making a trade under ARTICLE XXXIII. In the event an employee makes a trade as described, the City will grant the employee who has covered the trade time off at a later date under ARTICLE XXII.



**TENTATIVE AGREEMENT 12/7/2018**

Between the City of Sheboygan  
And  
IAFF Local 483  
January 1, 2018 - December 31, 2020

This agreement is subject to ratification by IAFF Local 483 and the City of Sheboygan.

Dated this 7 day of DECEMBER, 2018.

**FOR THE CITY OF SHEBOYGAN**

_____ Michael T. Romas Fire Chief	_____ Date
_____ Charles Butler Deputy Fire Chief	_____ Date
_____ Sandy Rohrick Director of Human Resources and Labor Relations	_____ Date
_____ Darrell Hofland City Administrator	_____ Date

**FOR IAFF LOCAL 483**

_____ Brendan Hughes Local 483 President	_____ Date
_____ Matthew Polzin Union Representative	_____ Date
_____ Joel Johnsfud Union Representative	_____ Date
_____ William Cherek Union Representative	_____ Date

III

Res. No.     - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
December 17, 2018.

A RESOLUTION to support placing an Advisory Referendum question on the April, 2019 election ballot, to determine if the Wisconsin Legislature should consider and pass legislation requiring all businesses to pay their fair share of property taxes by closing perceived loopholes in the assessment process.

WHEREAS, Wisconsin governments, including all cities, villages, towns, counties, public school systems, and the vocational schools, and including the state government, are funded by property taxes, which are levied uniformly on all non-exempt property in the state; and

WHEREAS, homeowners already currently pay sixty-eight percent (68%) of the statewide property tax levy; and

WHEREAS, under current Wisconsin law, to assure uniformity and fairness, property is assessed by certified assessors who pursuant to law must use a three-step process in order to properly assess a property to determine its full value at its highest and best use, which steps include in order of priority: (1) basing the assessment on any recent arm's-length sale of the subject property; (2) if the subject property has not been recently sold, next considering sales of reasonably comparable properties; (3) if no such comparable sales are present, employing a "cost" or "income" assessment approach, considering all factors that have a bearing on the value of the property; and

WHEREAS, to avoid being properly taxed, several national-chain businesses are successfully arguing before courts either of two theories to lower property assessments, and hence the taxes associated with those assessments: the first is a "dark store" theory, whereby a thriving store is valued for property tax purposes using vacant and abandoned stores from different market segments as comparable properties ("Dark Store Theory"), and the second is the net-leased land argument accepted by the courts in the Wisconsin Supreme Court decision in Walgreen Co. v. City of Madison, reported at 2008 WI 80, ¶65, 311 Wis. 2d 158, 752 N.W.2d 687 ("Walgreen's Decision"), whereby actual property value is not determined by actual arm's-length leases, which leases are required to be purposely ignored; and

WHEREAS, a carefully-orchestrated wave of lawsuits using either the Dark Store Theory or the Walgreen's Decision are forcing local governments, such as the City of Sheboygan, to lower the market value of thriving national chain stores, shifting the tax burden to local businesses, apartment owners and homeowners; and

WHEREAS, some national chain stores in Wisconsin, using the Dark Store Theory, have argued that the assessed value of their property, for property tax purposes, should be only half of its actual value on the open market; and

Finance  
+  
Personnel

WHEREAS, proposed legislation such as 2017 Assembly Bill 386 and Senate Bill 292, which had been clarifications of the existing, long-standing statutory directives found in Wisconsin Statutes that when using the comparable sale method of valuation, assessors should consider as comparable only those sales within the same market segment exhibiting a similar highest and best use rather than similarly sized but vacant properties in abandoned locations, and which proposed legislation had been drafted, had been introduced, had been subjected to public hearings by the Wisconsin legislature, and had sufficient bipartisan support in both houses of the Wisconsin legislature to pass with wide margins in that a majority of the members of both the Wisconsin State Assembly and Wisconsin State Senate were co-sponsors of the proposed legislation, but which were not allowed to the legislative floor for vote; and

WHEREAS, without new legislation similar to 2017 Assembly Bill 386 and Senate Bill 292, residential assessments could go up 9.5 percent, which for the average home in the City of Sheboygan valued at \$100,000, would result in an increase in property taxes that could be more than \$226.63 per year; and

WHEREAS, the Indiana state legislature has on two occasions in the last two years overwhelmingly passed legislation prohibiting assessors from valuing new big box stores the same as nearby abandoned stores from a different market segment; and

WHEREAS, the Michigan legislature overwhelmingly passed legislation similar to the Indiana legislation referenced, in May of 2016; and

WHEREAS, the Walgreen's Decision addressed the assessment of retail drug stores that rent retail space through net leases, by which the tenant is obligated to pay the real estate taxes, and by which the tenant pays a premium to the landlord for either an investment by the landlord or as consideration for custom building the property; and

WHEREAS, in the Walgreen's Decision, the Wisconsin Supreme Court determined that the income approach was the best fit for valuation of commercial rental property, but that when applying the income approach, the assessor was required to use an arguable market rent, rather than use the actual contract rent; and

WHEREAS, proposed legislation such as 2017 Assembly Bill 387 and 2017 Senate Bill 291 were introduced to reverse the Walgreen's Decision, and which proposed legislation had been drafted, had been introduced, had been subjected to public hearings by the Wisconsin legislature, and had sufficient bipartisan support in both houses of the Wisconsin legislature to pass with wide margins in that a majority of the members of both the Wisconsin State Assembly and Wisconsin State Senate were cosponsors of the proposed legislation, but which were not allowed to the legislative floor for vote; and

WHEREAS, the disproportionate burden of property taxes on homeowners

will worsen unless state legislators take action to clarify language in the property tax law to prohibit misapplication of the law in a manner that allows some national chain stores use to gain substantial reductions in property taxes; and

WHEREAS, this issue appears to be one of great import and great controversy such that it is desirable for the state legislature to understand the wishes of the citizens of the City of Sheboygan in a formal and unequivocal way.

NOW, THEREFORE, BE IT RESOLVED, that an Advisory Referendum be held coincident with the general election on April 2, 2019, asking the citizens of Sheboygan to answer the following question: "Should the state legislature protect residential property taxpayers by preventing commercial and manufacturing property owners from using tax loopholes that shift an ever-increasing tax burden to homeowners who already pay 68% of the statewide property tax levy by enacting legislation that: 1) prohibits using closed, vacant (dark) properties as comparable properties for determining the assessed value of open, occupied, and fully operational properties; and 2) overturns the 2008 Wisconsin Supreme Court decision in Walgreens v. City of Madison, which is being interpreted by the courts as requiring municipalities to assess many leased commercial properties at a substantial discount, often 50% below the actual sale prices of such properties?"

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

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

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

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

III

Res. No. \_\_\_\_\_ - 18 - 19. By Alderperson Wolf. December 17, 2018.

A RESOLUTION 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.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Underground Electric Easement, a copy of which is attached hereto, to Wisconsin Power and Light Company, and its affiliates and licensees, in, under, over, upon and across the Easement Area as described therein.

Public Works.

\_\_\_\_\_

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

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

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

Document No.

**EASEMENT UNDERGROUND  
ELECTRIC**

The undersigned **Grantor(s) the City of Sheboygan, a municipal corporation, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor in the **City and Town of Sheboygan, County of Sheboygan, State of Wisconsin**, said "Easement Area" to be **Fifteen (15)** feet in width and described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy  
Attn: Real Estate Department  
4902 North Biltmore Lane  
P.O. Box 77007  
Madison, WI 53707-1007

Parcel Identification Number(s)

59024346330, 59281629390, &  
59281629379

WITNESS the signature(s) of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN }  
COUNTY OF \_\_\_\_\_ } SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named

\_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named \_\_\_\_\_

\_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of \_\_\_\_\_

My Commission Expires (is) \_\_\_\_\_

This instrument drafted by  
**Perri Petropoulos – Mi-Tech**

\_\_\_\_\_  
Checked by  
Ben Kohout  
WR#4077768  
November 29, 2018

Project Title:	Mill Road UG Rebuild - Sheboygan
ERP Activity ID:	WR#4077768
Tract No.:	1
REROW No.:	

## Exhibit A

### GRANTOR'S PARCEL:

Part of Lot 6 of Certified Survey Map recorded as Volume 9 Page 121, Document No. 1204427, and being part of the Southwest Quarter of the Northwest Quarter of Section 10, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin

### EASEMENT AREA:

A 15' Wide Utility Easement located in part of Lot 6 of Certified Survey Map recorded as Volume 9 Page 121, Document No. 1204427, and being part of the Southwest Quarter of the Northwest Quarter of Section 10, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as follows:

Commencing at the Northwest Corner of said Section 10;

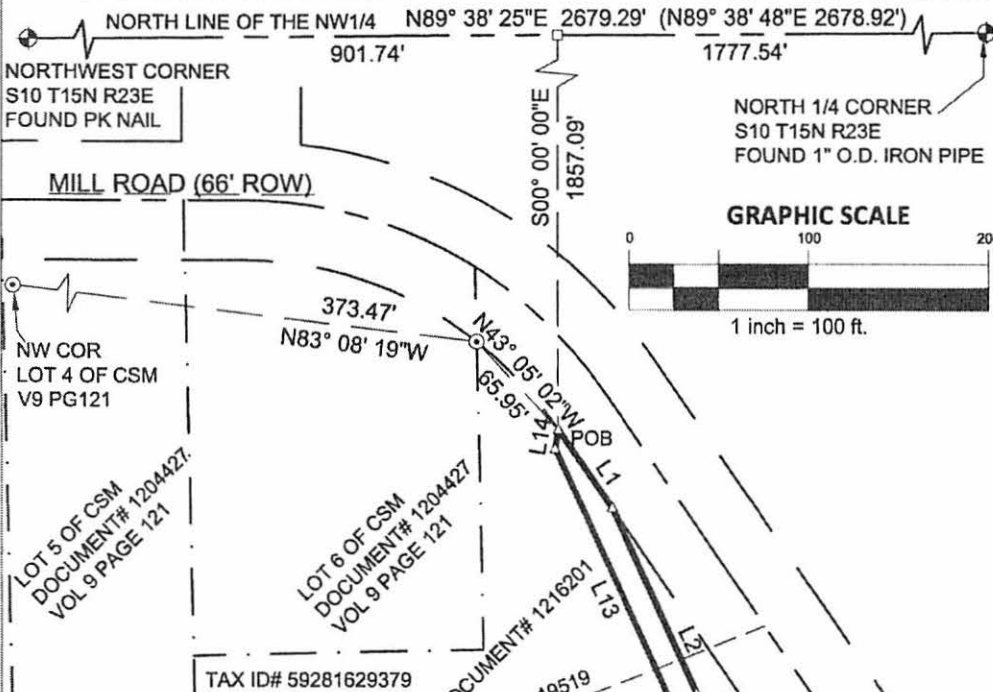
Thence North 89° 38' 25" East along the North Line of the Northwest Quarter of said Section 10, a distance of 901.74 feet;  
Thence South 00° 00' 00" East, a distance of 1857.09 feet to the South Right-of-Way (ROW) Line of Mill Road and the Point of Beginning;  
Thence South 34° 53' 16" East along said South ROW Line, a distance of 52.04 feet;  
Thence South 24° 53' 19" East, a distance of 111.54 feet;  
Thence South 33° 11' 34" East, a distance of 78.26 feet;  
Thence South 32° 02' 52" East, a distance of 126.40 feet;  
Thence South 31° 34' 16" East, a distance of 14.03 feet;  
Thence South 43° 32' 16" East, a distance of 199.54 feet to said South ROW Line;  
Thence South 35° 21' 52" East along said South ROW Line, a distance of 69.30 feet to the Southeast Line of the parcel described in a deed recorded as Document No. 1165541 in the Sheboygan County Register of Deeds Office;  
Thence South 78° 11' 54" West along said Southeast Line, a distance of 6.05 feet;  
Thence North 43° 32' 16" West, a distance of 266.53 feet;  
Thence North 31° 34' 16" West, a distance of 15.04 feet;  
Thence North 32° 08' 02" West, a distance of 137.22 feet;  
Thence North 33° 11' 34" West, a distance of 68.66 feet;  
Thence North 24° 53' 19" West, a distance of 155.20 feet;  
Thence North 9° 37' 03" East, a distance of 10.53 feet to the Point of Beginning.

Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 10, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin

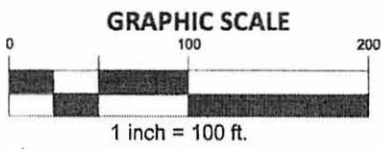
Grantor's Deeds recorded on March 2, 1988, as Document No. 1165541, March 21, 1991, as Document No. 1216201, and on July 17, 1990 as Document No. 1205276 all recorded in the office of the Register of Deeds in and for Sheboygan County, Wisconsin.

# EXHIBIT "B"

LOCATED IN PART OF LOT 6 OF CERTIFIED SURVEY MAP RECORDED AS VOLUME 9 PAGE 121, DOCUMENT NO. 1204427, AND BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



Line Table		
Line #	Bearing	Distance
L1	S34° 53' 16"E	52.04'
L2	S24° 53' 19"E	111.54'
L3	S33° 11' 34"E	78.26'
L4	S32° 02' 52"E	126.40'
L5	S31° 34' 16"E	14.03'
L6	S43° 32' 16"E	199.54'
L7	S35° 21' 52"E	69.30'
L8	S78° 11' 54"W	6.05'
L9	N43° 32' 16"W	266.53'
L10	N31° 34' 16"W	15.04'
L11	N32° 08' 02"W	137.22'
L12	N33° 11' 34"W	68.66'
L13	N24° 53' 19"W	155.20'
L14	N9° 37' 03"E	10.53'



Bearings are referenced to the WISCRS, Sheboygan County NAD 83 (2011) and referenced to the North Line of the Northwest Quarter S10, T15N, R23E measured as N89° 38' 25"E

### LEGEND

- ◆ GOVERNMENT CORNER
- ⊙ FD 1" O.D. IRON PIPE
- FD 0.75" IRON BAR
- ▲ SET 3/8" X 12" SPIKE
- COMPUTED POINT
- ( ) "RECORDED AS" DATA
- POB POINT OF BEGINNING
- ROW CENTERLINE
- EASEMENT BOUNDARY
- APPROXIMATE EDGE OF WATER
- PROP LINE
- ROW
- SECTION LINE
- PARCEL LINES

NOTES:  
 -MILL ROAD ROW S. OF BRIDGE ESTABLISHED FROM POS# B-1301  
 -MILL ROAD ROW N. OF BRIDGE ESTABLISHED FROM CSM V9 PG121

**mi-TECH**  
 Fond Du Lac • Green Bay • Madison • New Berlin  
 800.465.8050

NOVEMBER 27, 2018

ALLIANT 4077768

IX

R. C. No. \_\_\_\_\_ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
December 17, 2018.

Your Committee to whom was referred Gen. Ord. No. 32-18-19 by Alderperson Rindfleisch amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Fire Department 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

~~IX~~

Other matters

7.3

Gen. Ord. No. 32 - 18 - 19. By Alderperson Rindfleisch. December 3, 2018.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in 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.1. 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

1. Fire Department - Sworn Officers

**DELETE:**

Deputy Fire Chief	U	1
-------------------	---	---

**ADD:**

Assistant Fire Chief	V	2
----------------------	---	---

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached revised job descriptions shall be in effect from and after its passage and publication.

*Finance & Personnel approve.*

*Ronald Rindfleisch*  
\_\_\_\_\_

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>Assistant Fire Chief</b>	<b>Department:</b>	Fire
<b>Date Issue:</b>	12/03/2018	<b>Reports To:</b>	Fire Chief
<b>Classification:</b>	Exempt	<b>Wage:</b>	Salary Grade V

## Position Summary

The Assistant Fire Chief is a management position responsible for administrative fire department work involving planning, coordinating, supervising and effectively directing all of the functions of the Fire Department. He/She will effectively manage emergency and non-emergent incidents, personnel functions, operational functions, and will effectively supervise the administrative functions of the department. He/She performs administrative work in specifically assigned areas of responsibility to achieve the defined goals established for the fire department. Work in this classification requires considerable amount of managerial skill, teamwork, and effective decision-making.

## Essential Duties & Responsibilities

1. Oversees the command supervision of the Fire Department battalions and is responsible for the efficient and effective performance of those battalions.
2. Serves as a member of the administrative staff of the Fire Chief.
3. The Assistant Chief assumes command of the entire operation of the Fire Department in the absence of the Fire Chief.
4. Evaluates the performance and efficiency of personnel and equipment for conformance with departmental methods, procedures and policies.
5. Confers with the Battalion Chief as to level of manpower and specific daily assignments.
6. Confers with the Chiefs, Battalion Chiefs and department officers. Assists with and directs the development of plans, methods and procedures to increase the proficiency of the department. Evaluates the practicability and feasibility of proposed organizational and operational changes.
7. Compiles and prepares research and operating reports and effectively presents those reports to applicable committees, groups or individuals.
8. Is accountable for the enforcement of discipline and order throughout the department and effectively initiates and/or recommends disciplinary actions.
9. Carries out planning and survey work; receives, reviews and analyzes operational reports; evaluates the effectiveness of the department, and takes corrective action when necessary to provide efficient and effective operation.
10. Conducts studies and develops programs designed to increase the effectiveness, safety and efficiency of personnel and equipment resulting in increased efficiency of operation.

11. Responds to fire alarms as required, and in the absence of the Fire Chief, directs fireground and rescue operations including deployment of personnel, placement of apparatus, overhaul operations and strategic and tactical fire and rescue operations utilizing established National Incident Management and Incident Command System processes.
12. Is responsible for the performance of duties and enforcement of Wisconsin Statutes, Municipal Codes and Ordinances, and all rules, regulations and policies pertaining to the Fire Department.
13. Effectively participates in personnel transactions such as appointments, promotions, transfers, disciplinary actions, discharges, and scheduling.
14. The Assistant Chief supervises all personnel matters including policy, rules, contractual applications, manpower levels, vacation schedules, sick leave records, personnel budgets and acts as communications liaison officer for the communications center.
15. Confers with the designated Battalion Chief that supervises all purchasing of equipment and building and maintenance repairs including scheduling of all maintenance and repairs to apparatus and buildings, arranges for contract repairs, maintains parts and supplies inventories, air, oxygen and fuel supplies, equipment purchase and repair budgets, supervises the maintenance mechanic and arranges for all interdepartmental labor.
16. Coordinates the investigative efforts of Battalion Chief and Fire Investigative personnel relative to incendiary and accidental fires and emergencies.
17. Makes periodic reports in orally and in writing, to the Fire Chief on the state of his area of responsibility, along with such statistics and suggestions as are meaningful for the improvement of the department.
18. Monitors the effectiveness of the department's information systems and work with IT to create solutions to deficiencies.
19. Performs related work as required.

#### **Qualification Requirements:**

1. Thorough knowledge of the operation and maintenance of all fire apparatus and equipment.
2. Thorough knowledge in the methods, strategy and tactics employed in fire suppression, fire prevention, hazardous materials handling and rescue work.
3. Thorough knowledge of fire chemistry and causes of fire.
4. Thorough knowledge of hydraulics, building construction, emergency medical services, streets, buildings, hazardous occupancies and private protection systems.
5. Thorough knowledge of the water distribution system relative to operation, size and capabilities as applied to firefighting.
6. Thorough knowledge of federal and state laws, Municipal Codes and Ordinances, rules regulations and standard operating procedures as applied to the Fire Department.
7. Knowledge of administrative procedures and functions.

8. Working knowledge of employee assistance program, FMLA, the current labor contract and other relevant federal and state laws relating to human resources.
9. Knowledge of modern principles of management methods and organizations.
10. Knowledge of the National Incident Management (NIMS) and Incident Command Systems (ICS) and the ability to implement them in an effective manner.
11. Ability to effectively supervise, plan, and coordinate the work of employees.
12. A high sense of responsibility and initiative to work independently and productively without supervision.
13. Ability to react quickly, maintain composure and render sound decisions and judgments under the duress and strain of emergency conditions.
14. Ability to use functional reasoning and apply rational judgment in performing diversified work activities.
15. Ability to instruct special classes and seminars as required.
16. Ability to express oneself clearly and concisely orally and in writing.
17. Ability to establish working relationships with inter-governmental units and public.

#### **Education and/or Experience**

Associate Degree from an accredited college or university in Fire Science, Public Administration or related field required, a bachelor's degree is preferred. Also required is a minimum of two (2) years experience in a staff position of Lieutenant or higher in a paid municipal fire department with a minimum of ten (10) years of progressive work in the administration of fire/emergency medical services.

Possession of a valid Wisconsin Motor Vehicle Operator's license or equivalent

Current BLS Certification through approved agency (NREMTP 2018)

Any additional requirements as established by the Board of Police and Fire Commissioners pursuant to their authority contained in Chapter 62.13(3) of the Wisconsin Statutes.

#### **Function of Position Description**

This job description has been prepared to define the general duties of the position, to provide examples of work, and to detail the required knowledge, skills, and abilities as well as the level of training and experience for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The City of Sheboygan retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description by its own discretion.

This job description is not a contract for employment.

#### **Pre-employment Requirement**

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

Gen. Ord. No.     - 18 - 19    . By Alderpersons Rindfleisch and Bohren.  
December 17, 2018.

AN ORDINANCE repealing and recreating Chapter 82 of the Sheboygan Municipal Code relating to personnel regulations and benefits.

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

Section 1. Chapter 82 of the Sheboygan Municipal Code entitled "Personnel regulations and benefits" is hereby repealed and recreated to read as follows:

"Chapter 82 - PERSONNEL REGULATIONS AND BENEFITS

ARTICLE I. IN GENERAL

Sec. 82-1. *Responsibility for maintenance and approval of program.*

- (a) Each year, the common council shall approve an employee classification and compensation program. In preparation for such approval:
- (1) The director of human resources and labor relations shall review, update, and introduce the plan. Said review and update shall include, but not be limited to, the allocation of new or changed positions and the determination of proper compensation rates pursuant to the provisions of this chapter.
  - (2) The city administrator shall prepare introduce a yearly budget.
  - (3) Department heads shall make changes to job descriptions, job titles, and classifications, subject to the approval of the director of human resources and labor relations.
  - (4) The director of human resources and labor relations shall annually review the table of organization described in Section 82-32 of this Code and approve mid-year changes to the table of organization not requiring council approval. .
  - (5) The city administrator shall maintain the council-approved operating budget and may approve modifying, adding, or deleting positions to facilitate the needs of the business while maintaining the approved city-wide budget.

Finances  
Personnel

Sec. 82-2. *Medical insurance.*

- (a) *Election of retirees to participate.* Eligible employees who retire after January 1, 1977, may participate in the city's medical insurance family, employee plus spouse, employee plus child(ren), or single plan for retirees, subject to the limitations and conditions listed under subsection (c). Such election shall be made on or before the date of retirement. Employees who do not elect coverage at the time of retirement are deemed to have waived their right to participate, subject to continuation rights they may have pursuant to federal and state law."
- (b) *Payment of premiums.* Eligible retirees who elect to participate in the city's medical insurance plan pursuant to subsection (a) shall pay monthly, via direct deposit, the entire rate for their medical plan coverage, as established from time to time by the city or its insurance carrier, to the finance director/treasurer on or before the fifteenth day of the month preceding coverage. A fee of fifty (\$50.00) dollars shall be added to the established premium for any failure to pay by the fifteenth, including rejection of a direct deposit. Any eligible retiree who fails to pay the premium and all fees by the last day of the month shall be terminated from the plan effective the first day of the following month, absent extraordinary circumstances completely beyond the control of such retiree. In the event a retiree wishes to appeal this decision, he or she may do so, in writing, within thirty (30) days of the fee being charged. Said appeal would be directly to licensing, hearings, and public safety committee.
- (c) *Limitations and conditions:*
  - (1) The employee must have reached normal retirement age as determined for annuity computation purposes and must receive a monthly retirement annuity from the Wisconsin Retirement Fund.
  - (2) The employee is not eligible for any other group health insurance while employed elsewhere.
  - (3) When the employee or his spouse becomes eligible for any government-sponsored insurance programs, the coverage shall be changed to a non-duplicating plan.
- (d) *Surviving spouse.* A surviving spouse of an active, disabled or a retired employee may elect to participate in the City of Sheboygan medical benefit plan at his/her own expense, subject to the limitations and conditions listed below, excepting as otherwise set forth in any labor agreements passed by the common council. Said

surviving spouse shall not be eligible for dental coverage under the City of Sheboygan plan except as required by applicable law.

- (1) The employee, or retired employee, must have fifteen (15) years or more of continuous City Service and be enrolled in the City of Sheboygan medical benefit plan at the time of his/her death.
- (2) Said election shall be irrevocable and shall be made within thirty (30) days after the date of death of the employee or retired employee and said spouse may remain in the aforementioned plan indefinitely, subject to the other provisions herein.
- (3) Said surviving spouse shall pay, monthly, via direct deposit, the entire rate for medical plan coverage, as established from time to time by the city or its insurance carrier to the finance director/treasurer on or before the fifteenth day of the month preceding coverage. Said payments shall not be reduced by any contractual city contribution for medical plan rates for which the deceased employee or retired employee may have been eligible. Upon failure to pay by the fifteenth, or if the direct deposit rejects, a late payment fee of fifty (\$50.00) dollars shall be added to the established premium. Failure to pay the premium and late payment fee by the last day of the month shall result in termination from the plan effective the first day of the following month, absent extraordinary circumstances totally beyond the control of such surviving spouse as determined by the common council upon recommendation of the finance and personnel committee.
- (4) Coverage under the above plan shall be limited to the surviving spouse and the deceased's legally dependent children, inclusive of unborn, as of the date of the employee's or retired employee's death. Said coverage for the surviving spouse and deceased's legally dependent children shall terminate upon a change in the marital status of the surviving spouse.
- (5) The surviving spouse must sign an affidavit of eligibility upon initial enrollment and may not be eligible for any type of medical plan coverage as a result of being employed elsewhere. Said affidavit must be completed and signed on an annual basis. Lack of response or failure to include factual information in the affidavit will result in the surviving spouse being terminated from the City of Sheboygan medical benefit plan.

- (6) When the surviving spouse becomes eligible for any government-sponsored insurance program, the coverage shall be changed to a non-duplicating plan.
- (7) The terms "dependent" and "disabled" as used herein are as defined in the City's medical benefit plan summary.
- (8) The surviving spouse of employees with less than 15 years of service will be offered coverage as required under applicable law and will be ineligible for further City coverage when the coverage required by law expires.

Sec. 82-3. *False statements, reports.*

No persons shall make any false statement or report with regard to any test, certification or appointment made under any provisions of this chapter or in any manner commit or attempt to commit any fraud preventing the impartial execution of this chapter and policies.

Sec. 82-4. *Bribery.*

No person shall directly or indirectly give, render, pay, offer, solicit or accept any money, service or valuable consideration for any appointment, proposed appointment, promotion or proposed promotion to, or any advantage in, a position in the city service.

Sec. 82-5. *Political activities.*

- (a) Nothing hereinafter contained shall affect the right of the city employee to hold membership in and support a political party, to vote as he or she chooses, to express privately his or her opinions on all political subjects and candidates, to maintain political neutrality and to attend political meetings.
- (b) No employee shall engage in political activities during regular work hours, nor shall any employee wear his or her uniform, badge or other indicia of office/employment while engaging in political activities.
- (c) No employee shall erect, construct or post political posters on city property or buildings. Political posters shall not be displayed or posted on the private automobiles of employees when parked on city premises furnished to the employee by the city for the parking of such vehicle during regular work hours, except bumper strips on bumpers.

- (d) No person shall directly or indirectly solicit or receive subscriptions, assessments, contributions, or services or any partisan or nonpartisan political purpose from any employee in city service or use his or her influence to coerce the political action of any employee while such employee is on city premises during any regular working hours.
- (e) Unless otherwise prohibited, any city employee may be a candidate for political office and may actively campaign therefor without jeopardizing his or her employment with the city. (Note: No city employee elected to a city political office may serve in violation of the restrictions contained in Wisconsin Statutes 946.13 and 66.0501).
- (f) For the purposes of this section, political activity shall mean activity calculated to improve or favor the changes of any political party or any person seeking or attempting to hold political office; such definition of political activities shall include but not be limited to campaigning for candidates or political parties, circulating nomination papers, registering voters, collecting contributions or selling fund-raising tickets, distributing campaign material, organizing political rallies or meetings.

Sec. 82-6. *Effect of violations.*

- (a) Any employee who is guilty of a violation of section 82-4 through 82-6 of this chapter shall be subject to disciplinary action which may include demotion, suspension and/or termination of employment.
- (b) An elected official, a department head, or any person who is not an employee of the city who is guilty of a violation of section 82-4 through 82-6 of this chapter shall be subject to a forfeiture of not less than fifty dollars (\$50.00) nor more than two hundred fifty dollars (\$250.00), together with the costs of prosecution, and in default of payment thereof, to imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed thirty (30) days.

Sec. 82-7. *Alleged or Apparent Strikers.*

- (a) Employees who may be deemed to be alleged or apparent strikers will not receive their regular pay, sick leave pay or be permitted plus time pay. All employees who are on an approved vacation which was prescheduled will receive the approved amount of vacation pay. All lost time by strikers shall be reported as absent without leave. All strikers and their agents will be subject to provisions of any

appropriate law, applicable rules and regulations, ordinances and contracts covering the prohibition of strikes and absence without leave from assigned jobs and subject to replacement.

- (b) Employees are deemed to have refused to work during a strike in the following cases:
- (1) Refusal to cross picket lines with equipment or to obtain equipment.
  - (2) Refusal to cross picket line to enter their place of work.
  - (3) Refusal to be transported to their place of work by city vehicle even if they are furnished such transportation outside the picket lines.
  - (4) Refusal to work because of being in sympathy with the strikers.
  - (5) Leaving jobs during the work day to attend union meeting.

The above are examples of reasons for refusal to work. Any unauthorized reason for refusal to work falls into this category even though not stated above. These employees will not receive their regular pay, call-in pay, sick leave pay or be permitted plus time pay. Employees in this category will only be paid for authorized time actually worked.

- (c) Employees who are available and willing to work but cannot work for a variety of reasons, such as:
- (1) Lack of equipment.
  - (2) Inability to proceed without workers on strike, upon whom they depend for completing their tasks.
  - (3) Inclement weather.

These employees whose contract allows for a two-hour call-in pay will be paid that amount, but no additional plus or minus hours will be issued.

- (d) The following guidelines are furnished to department heads of union groups with respect to employees in their department who present themselves in the regular way for regular employment during the strike or work stoppage. Any employee in the department who is able and willing to work and presents himself for work in the department

at the usual and customary time and place shall be permitted to work conditioned upon the following:

- (1) That the regular or customary work to which such employee is normally assigned is available and that such employee can discharge his normal duties.
- (2) That the equipment which such employee normally uses is available and operating, if equipment is necessary for such employee normally in the discharge of his duties.

Sec. 82-8. *Application to employees of boards, commissions.*

The classification and compensation provisions of this chapter shall apply to employees of all boards and commissions after the governing bodies thereof so approve by resolution duly adopted.

Sec. 82-9. *"Employee" defined.*

The term "employee" whenever used in this chapter shall include all officers, supervisors, and department and division heads of the city except those excluded under section 82-23.

Secs. 82-10 - 82-20. Reserved.

## ARTICLE II. POSITION CLASSIFICATION

Sec. 82-21. *Division of offices.*

All offices in the public service in the city shall be divided into two (2) classes, namely, the classified and unclassified service.

(a) *Unclassified positions.*

- (1) All officials elected by the people.
- (2) Election officials appointed pursuant to Sec. 7.30, Wis. Stats.
- (3) All officers, members or employees of city boards, commissions, utilities or authorities.
- (4) All employees appointed by the mayor and/or common council, with the exception of the position of secretary to the mayor.
- (5) Other positions designated by the common council as unclassified.

(6) All employees in the unclassified service except those excluded under section 82-23 shall be governed by this chapter and the same provisions relating to the classified service with respect to hours, paid time off ("PTO"), holidays, political activities, unlawful acts, all as provided in this chapter.

(b) *Classified positions.* All other offices and positions not designated otherwise shall be included in the classified service, with the exceptions of such employment or positions relating to temporary, seasonal or part-time work or work created for relief purposes.

Sec. 82-22. *Establishing classifications.*

All positions in the municipal service, except those listed in section 82-23, shall be grouped into classes and each class shall include those positions sufficiently similar in respect to their duties and responsibilities so that similar requirements as to training, experience, knowledge, skill, personal qualities, and the same rates of compensation are applicable thereto. The civil service status of positions is not affected by their inclusion or exclusion from the provisions of this section.

Sec. 82-23. *Excluded positions.*

The provisions of this chapter (except sections 82-6 and 82-7) shall not apply to the following offices and positions:

- (a) Officers of the city government who are elected by the voters of the city, except that compensation as provided in section 82-61.
- (b) Members of city boards and commissions and members and employees of city utilities and authorities.
- (c) Officers and employees of the library board.
- (d) Officers and employees subject to the jurisdiction of the municipal water utility department and paid from the funds of such department.

Sec. 82-24. *Allocating existing positions.*

The allocation of individual positions to standard classes and any reallocations which may be required subsequently shall be made by the common council.

Sec. 82-25. *Hiring of new employees generally.*

- (a) When any department head learns that a vacancy has occurred or is about to occur in any full-time position in the city service in his department, except employees of city boards, utilities or authorities, he or she shall forward a written request to the director of human resources and labor relations to fill the vacant position for approval. Once approved, the director of human resources and labor relations shall forward the approval to the city administrator, who may make any modifications to the table of organization (including numbers of employees) and job descriptions he or she deems appropriate which are cost-neutral with regard to the city budget. Upon notice from the city administrator that all such changes have been made, the director of human resources and labor relations shall proceed with the hiring process and fill the position. If filling the vacant position necessitates a modification to the budget, the finance and personnel committee shall, in writing and within thirty (30) days after receipt of such request, approve filling the position as part of the budget transfer process. If the finance and personnel committee fails to approve filling the position, it shall set forth its reasons in writing, and the affected department shall have the right to appeal the decision to deny to the common council.
  
- (b) The filling of any vacant position approved by either the finance and personnel committee or the common council pursuant to this section shall be certified in accordance with the following procedure:
  - (1) When filling a vacancy by selection of an eligible candidate from a list established on the basis of an open competitive examination, the appointing authority, subject to the approval of the director of human resources and labor relations, may specify requirements of particular experience, education, skill and/or physical requirements necessary for successful performance. The director of human resources and labor relations shall certify the name or names of those persons categorized as best qualified to fill the vacancy in accordance with these requirements and civil service rules and regulations. The appointing authority shall make his or her appointment from those certified.
  
  - (2) In promotional examinations, appropriate consideration shall be given to employee qualifications, record of performance and ability.

- (3) For protective service vacancies, the selection shall be in accordance with police and fire commission regulations and any labor agreement or applicable department policy.
- (4) The appointing authority, subject to the approval of the director of human resources and labor relations, may make a provisional appointment from an eligible list in accordance with items (1) or (2) of subsection (a) even though the incumbent has not yet vacated the position provided approval has been received in accordance with subsection (a). The eligible person so appointed will be accorded all the benefits of a regular appointee and shall retain all rights of certification to the permanent appointment.

Sec. 82-26. *Abolition of positions generally.*

Whenever in the judgment of the common council it becomes necessary in the interest of economy, lack of work or funds, or other just causes to abolish any position in the classified service, the person filling such position shall cease to be employed. Where the number of employees in a class code is reduced, the appointing authority shall consider seniority, performance appraisals, conduct, skill, and ability in determining the order of layoff, except where otherwise provided for in labor agreements entered into by the city. Qualifications, skill and ability, and work performance are given greater weight than seniority in the event of a reduction in force. If all things are equal, seniority will be the determining consideration. Regarding seniority, years of service as a full-time employee are calculated. Part-time service will be given prorated credit. For example, an employee who worked 20 hours per week average will be given credit for one-half (1/2) year of service.

Sec. 82-27. *Agreements authorized.*

- (a) The director of human resources and labor relations is authorized and empowered to enter into reciprocal agreement within the approved budgetary limitations for the use of equipment, materials, facilities, and services with any agency or body for the benefit of the public personnel system.
- (b) The director of human resources and labor relations may enter into agreements with other governmental agencies charged with public personnel administration in conducting personnel tests, recruiting personnel, establishing eligibility lists, labor relations services, and the interchange of personnel.

Sec. 82-28. *Class specifications - Purpose and effect.*

Each class specification shall outline the main characteristics and qualification requirements of positions in the class and give examples of specific duties which employees holding such positions may properly be required to perform. The class specification is descriptive and explanatory but not restrictive. The listing of particular examples of duties does not preclude the assignment of other tasks by the department head or designated supervisory personnel.

Sec. 82-29. *Class specifications - Statements of qualifications.*

The statement of qualifications in a class specification is intended to be used as a guide in selecting persons for examinations and employment, for preparing examinations and for use in determining the relative value of positions in a class with positions in other classes. In addition, the director of human resources and labor relations will establish minimum standards for all other factors as may be held to relate to the ability of the candidate to perform with reasonable efficiency.

Sec. 82-30. *Class specifications - Applying specifications to positions.*

In determining the class to which a position should be allocated, the specification of each class shall be considered in its entirety and in relation to the specifications of the classes in the classification plan.

Sec. 82-31. *Classification plan.*

The classification plan shall consist of the classes referred to in section 82-32, with such changes as may be approved by the council. All positions in each class shall be compensated in accordance with the class grade for each class as shown in section 82-32 and the rates for such class grades referred to in section 82-54.

Sec. 82-32. *List of classes and class specifications.*

The director of human resources and labor relations shall maintain and update a table of organization and compensation grade schedules showing the position title, pay scale, and compensation of all positions of employment in the city service to which the provisions of this section shall apply. An updated copy of said table of organization shall be annually in the non-represented compensation plan. Additionally, a copy of the table of organization shall be kept on file in the city clerk's office.

Secs. 82-33 - 82-50. Reserved.

### ARTICLE III. COMPENSATION PLAN

#### Sec. 82-51. *Compensation limited.*

No provision of this article shall be construed as authorizing any increase in salary or wage during a fiscal year which would result in exceeding appropriations made for such purpose. No city employee shall retain any fees or compensation received by virtue of his employment with the city other than authorized by the common council; such fees shall be paid into the city treasury.

#### Sec. 82-52. *General payroll procedure.*

The director of human resources and labor relations shall make necessary changes in the payroll procedure, establish hourly rates based on the number of hours to be worked and the amount earned, and make such other incidental changes not in conflict with this chapter.

#### Sec. 82-53. *Full-time earnings basis.*

The biweekly rates of pay are based on full-time employment at normal working hours for the respective classes of positions as referred to in section 82-32; provided, however, that the salaries of non-represented supervisory, professional and administrative positions exempt under the federal Fair Labor Standards Act are fixed according to the responsibilities to be fulfilled and are not based on a fixed number of hours of work per week and shall not be adjusted with variations in work schedules, unless part-time employment is specifically provided.

#### Sec. 82-54. *Salary and wage schedules.*

Salary and wage schedules with hourly rates and straight-time yearly rates for a full-time employee (full-time for the calculation of a yearly rate is 40 hours per week, 2,080 per year) for all salary grades in the city service to which this article shall be applicable are established and listed in the non-represented compensation program on file in the human resources department.

#### Sec. 82-55. *Base salary of police and fire personnel.*

The base salary of police shall include reporting time. In addition, the base salary of police and fire personnel shall include a prorated amount of holiday pay per pay period.

Sec. 82-56. Biweekly payment of earnings.

Except for elected officials and employees covered under a valid collective bargaining agreement providing otherwise, all salaries and wages shall be paid biweekly for salaries and wages earned during the biweekly period preceding the most current biweekly period (i.e. two-week holdback).

Sec. 82-57. *Acting pay for non-represented employees.*

- (a) When a temporary vacancy occurs of more than two calendar weeks but less than six months in a non-represented position, the director of human resources and labor relations, in consultation with the affected department head, may recommend to the city administrator an appropriate subordinate non-represented employee to fill the position on an acting basis for the duration of the temporary vacancy. Positions in the transit, police and fire departments require the approval of the respective commissions. If the subordinate is in a lower salary grade while serving in such an acting capacity, the subordinate shall receive additional compensation for the additional work assigned. An increase of 10% is assigned when acting in full-capacity; a reduced amount will be issued for limited acting duties or when partial duties are assigned. This amount will be issued after a replacement starts in the form of a lump-sum for all acting time. In no case shall the temporary increase in pay be greater than the salary of the person who left.
- (b) Within six months of the beginning of a temporary vacancy, the City Administrator will determine whether the opening will remain or a change in the table of organization needs to be made, and will inform the employee filling the position on an acting basis as to the status of the replacement. The employee may be reclassified to the position he/she is actually performing. In case of such a reclassification, his or her pay will be adjusted to match the new classification based on the employee's performance.

Sec. 82-58. *Worker's compensation.*

A full-time or permanent part-time city service employee, except an employee of the board of water commissioners, who sustains a compensable injury while performing within the scope of his or her employment as provided by Chapter 102, Wis. Stats. (Worker's Compensation Act), shall receive compensation in accordance with state statutes. The first three days of a lost time injury will be unpaid, after which the employee will receive his/her eligible amount of compensation directly from the city's third party administrator for worker's compensation.

Sec. 82-59. *Temporary, seasonal employees.*

- (a) Temporary or seasonal employees shall be paid in accordance with the "extra help schedule" and amendments thereto and prepared annually by the director of human resources and labor relations.
- (b) Temporary or seasonal employees who return to the same department and perform essentially the same duties may be advanced in pay within the pay grade based upon satisfactory service and the recommendation of the department head. Returning seasonal employees will not be paid greater than the amount listed as top-pay for "extra help."

Sec. 82-60. *Car allowances.*

Officers or employees who are required to use their privately owned automobiles in the conduct of city business are entitled to reimbursement on a per mile basis equal to per mile basis approved by the Internal Revenue Service for income tax purposes. Official increases or decreases announced by the Internal Revenue Service will not be retroactive but shall be effective on the first of the month following the announced increase or decrease by the Internal Revenue Service. To be eligible for reimbursement, an employee must comply with the expense reimbursement policy.

Sec. 82-61. *Elected officials.*

The committee on salaries and grievances shall recommend for common council approval the initial salary for all full-time elective positions and any and all in-term increases for same at least 13 months prior to the election date for each office. The common council shall act on such recommendations and establish the salaries for full-time elective positions not later than the final meeting of the council year preceding the year of election.

Sec. 82-62. *Adjustment.*

The biweekly and hourly rates for different classes of positions which are prescribed in this article shall be changed only upon amendment by the common council.

Sec. 82-63. *Starting rates on initial employment.*

Original hires who have all the qualifications to any position shall be offered the minimum pay for that position. In the case where a potential employee has the majority of qualifications, that employee may be offered an amount less than minimum until the point that he/she achieves the qualification, at which time the employee will be brought to the minimum. In

the case an employee is hired who already has advanced training and/or experience required for a position, the initial rate offered upon hire may be greater than minimum but no greater than the top of the salary range, subject to the approval from the city administrator for a salary that is at or over market rate/mid-point in the range. At no time will an employee receive greater than the top pay in a salary grade (with the exception of those who whose wage is greater than the maximum salary for that employee's classification and where the position has not been revised to another pay grade; in such a situation, the employee's salary shall be frozen until such time that an adjustment in the market rate causes his or her salary to fall under the maximum for the classification range.

Sec. 82-64. *Starting rates on new position.*

Whenever an employee is assigned a duty in a position not previously held by him and such change is not in the nature of a promotion, he shall receive the entrance rate in the range established for such position or such other rate within the applicable range as he may be entitled to by reason of crediting him in his new position with such prior service that is found to meet the following conditions: The character and nature of the duties of the position to which the employee was assigned are similar to those of the new position; and the service in the former position provided experience valuable to the performance of the new position.

Sec. 82-65. *Starting rates on promotion.*

In any case where an employee is promoted to a class with a higher pay range, the entrance rates shall be at no-less than the minimum base pay in the applicable range as he may be entitled to by reason of crediting him with prior experience that is directly related to the new position, except as otherwise provided for in any labor agreements approved and passed by the council.

Sec. 82-66. *Starting rates on demotion.*

Whenever an employee is demoted to a position for which he is qualified, be it voluntary or involuntary, he or she shall receive a decrease in pay of \$1.25 per hour, but not less than the minimum pay for the new position. An exception to the decrease in pay may be made by the director of human resources and labor relations after a request by the employee or his or her supervisor.

Sec. 82-67. *Increases in compensation.*

- (a) The director of human resources and labor relations has the authority to identify necessary adjustments to position descriptions. The city administrator must approve any substantive

changes to the job description, including salary grade changes necessary to reflect market value.

- (b) Department heads requesting consideration for modifying a salary grade must complete the appropriate reclassification request form to properly document the specific information requested for consideration and keep a record of the reasons for the justified change, if any.

Sec. 82-68. *Continuity of service.*

- (a) Service requirements for advancement within compensation ranges and for other purposes as specified in this article shall have the implication of continuous service, which means employment in the city service without break or interruption. Leaves of absence without pay of less than thirty workdays and leaves with pay shall not be considered interruptions of continuous service, nor shall the length of time of such leaves be deducted from the length of continuous service. However, leave of absence of greater than thirty days may reduce performance increase amounts unless that leave is protected by law, including but not limited to coverage by a qualified Family Medical Leave Act certification or by military leave pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994.
- (b) Except as otherwise provided under federal or state law and regulations for covered absences for service in the armed forces of the United States, absences shall not be deducted in compiling total service, but shall not serve in the calculation of current benefits pursuant to continuous service. For example, vacation calculation is earned by actual time worked the previous year. Though the employee will receive his/her original hire date for the vacation scheduled (total number of years served will not be deducted while serving), only the actual time worked on the city job will be used in the prorating of earned vacation upon return from active duty.
- (c) Qualified family medical leave absences (FML) will not disrupt an employee's continuity of service. Any identified pay increase that would have occurred while the employee was out on FML would become effective upon the date of return from the leave, i.e. retroactive pay would not apply.

Sec. 82-69. *Overtime for non-represented employees.*

- (a) The normal work schedule for full-time, nonexempt employees is five eight-hour periods, totaling 40 hours per week. This schedule may

be revised as necessary depending on customer and/or city requirements, as determined by management. Each employee needs to work with their supervisor to define the expected hours of work. Employees may need to flex their schedule to maintain a 40 hour work week. The time flexed must be approved in advance by management and be contained within a two-week, 80-hour payroll cycle. If an employee flexes their schedule during the 40-hour work week, time worked in excess of eight hours a day can only be taken on an hour-for-hour basis. In other words, if an employee works ten hours on Monday, the additional two hours flexed on Monday may be taken off later in the week at straight-time hours, not time-and-one-half. Employees may not save (bank) additional time off for use in another pay period. If customer and/or city requirements prevent an employee from utilizing their flexed time, the employee will be paid overtime for hours worked in excess of 40-hours in a week. Holiday time issued in a work-week is viewed as work time for the purposes of calculating overtime pay.

- (b) Exempt employees are full-time employees who work a minimum of 40 hours per week. Due to the executive, administrative or professional nature of these positions, exempt employees are paid a defined salary for their position rather than an hourly rate. Therefore, if the position requires additional hours (over 40) during the work week, those who hold exempt positions are expected to perform their duties as part of their work week. The additional time worked is considered part of the position expectations and is exempt from overtime pay.
- (c) Overtime compensation for nonexempt salaried and hourly full-time, part-time seasonal and temporary employees will be paid for hours worked in excess of 40 hours per week in accordance with applicable laws. Holiday time issued during a week counts as time worked for overtime purposes.
- (d) Exempt employees under the fair labor standards act and elected officials will not receive overtime pay.

Sec. 82-70. *Non-represented, exempt employees.*

The City of Sheboygan adheres to the requirement of the federal Fair Labor Standards Act ("FLSA") relating to the exempt employment status of an employee. To qualify for the executive employee exemption, all of the following tests must be met:

- (a) The employee must be compensated on a salary basis (as defined in the federal regulations related to the FLSA) at a rate not less than \$455 per week;

- (b) The employee's primary duty must be managing the enterprise or managing a customarily recognized department or subdivision of the enterprise;
- (c) The employee must customarily and regularly direct the work of at least two or more other full-time employees or their equivalent; and,
- (d) The employee must have the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion, or any other change of status of other employees must be given particular weight.

The director of human resources and labor relations shall maintain and regularly update a list of each position that qualifies for the executive employee exception under the FLSA.

*Sec. 82-71. Hours of employment.*

- (a) Except as otherwise provided, the standard work week for regular, full-time employees of the city will be forty (40) hours, but this is not construed to mean a guarantee of minimum hours of work or a limitation of the number of hours which the city may require an employee to work.
- (b) The work week, except as otherwise provided, will commence at 12:01 a.m. Sunday morning and end at 11:59 p.m. Saturday night.
- (c) The work day, except as otherwise provided, shall be from 12:01 a.m. to 12:00 midnight.

*Sec. 82-72. Administration and records.*

- (a) In emergencies, a department head may prescribe reasonable periods of overtime work to meet operational needs. Such overtime shall be justified as required by the appointing authority concerned.
- (b) All non-exempt and hourly employees in the city service are required to enter their time worked daily in an electronic timekeeping system under their personal login codes, or complete a timecard and sign the card for authenticity. This may include requests for paid time off.

Sec. 82-73. *Computation generally.*

Overtime payment is based on the employee's regular rate of pay as defined in the federal Fair Labor Standards Act.

Secs. 82-74 - 82-90. Reserved.

#### ARTICLE IV. LEAVE PROGRAM

Sec. 82-91. *General rules applying to all leaves of absence in this article.*

(a) *Restrictions on granting.* Leaves of absence shall not be granted to any employee to accept another position or engage in a business venture or to practice a profession or occupation. A leave of absence which has been granted for any other reason shall automatically be terminated should it be found that the employee on such leave has accepted another position or has engaged in a full-time business venture, profession or occupation. These restrictions shall not apply, however, in any of the following situations:

(1) If the employee affected has been appointed or elected to a position in the service of the City of Sheboygan, County of Sheboygan, State of Wisconsin, or the United States.

(2) If the employee in question has been inducted into the Armed Forces of the United States.

(b) *Failure to return or revocation of leave.* Failure to report at the expiration of a leave of absence or if a leave has been disapproved or revoked shall be cause for separation from active employment (termination of employment) unless a justifiable reason is submitted within ten days after said expiration, disapproval or revocation, which is acceptable to the granting authority concerned.

Sec. 82-92. *Leaves of absence without pay.*

The city administrator may authorize special leaves of absence without pay and fringe benefits on the prescribed form for any period or periods not to exceed three calendar months in any one calendar year for purposes other than provided in this article that are deemed beneficial to the city service.

Sec. 82-93. *Training leave.*

(a) Leaves of absence with pay may be granted in accordance with subsection (b) for attendance at a college, business school, or training institute for the purpose of training in subjects directly

related to the work of the employee and which will benefit the city service.

(b)

- (1) For periods not to exceed three calendar weeks in any one calendar year, with the approval of the city administrator.
- (2) For periods exceeding three calendar weeks but not exceeding twelve calendar weeks, upon the recommendation of the city administrator, subject to the approval of the finance and personnel committee.

Sec. 82-94. *Jury duty.*

Employees who are subpoenaed and serve on jury duty on an involuntary basis on any days which are scheduled workdays for them shall be excused for the time spent in jury service and will receive pay continuation (not to exceed a total of 8 hours per day or 40 hours per week) for the time they actually serve on jury duty, including any time they are required by the court to be immediately available. Employees shall only be eligible for pay continuation on days they are actually ordered to report for jury duty.

- (a) The employee must present proof of jury duty service, stating the dates and hours per day served on jury duty.
- (b) Other than mileage or meal money, employees shall immediately endorse his/her check for such jury service over to the finance director/treasurer for deposit into the proper fund.
- (c) When the employee is excused for jury service, either temporarily or permanently, the employee shall report back to work within one hour to complete his/her shift.

Sec. 82-95. *Departmental leave.*

In addition to other leaves authorized by the provisions of this article, a department head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

Sec. 82-96. *Special leave.*

The council, upon the recommendation of the chief administrative officer, may grant leaves of absence with or without pay in excess of the provisions of this article for the purpose of attending extended courses of

training at a recognized university or college and for other purposes that are deemed beneficial to the city service.

Sec. 82-97. *Unauthorized absence.*

An employee who is absent from duty shall report the reason therefor to his supervisor prior to the date of absence, when possible, and in no case later than noon on the first day of absence (emergency situations aside). All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence unless the supervisor approves the absence. Unapproved absences may be made the grounds for disciplinary action, up to and including termination, even on the first offense."

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

*A*

Gen. Ord. No.       - 18 - 19      . By Alderpersons Donohue and Sorenson.  
December 17, 2018.

AN ORDINANCE amending various portions of Chapter 26 of the Municipal Code relating to fees for permits issued by the Building Inspection Division of the City of Sheboygan, and contractor's license application fees and re-examination fees.

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

Section 1. Subsection (22) of Section 26-38 of the Sheboygan Municipal Code entitled "Plan examination and permit fees" is hereby amended to read as follows:

"Sec. 26-38. *Plan examination and permit fees.*

The following are plan examination and permit fees assessed by the city:

. . .

(22) Permit to start construction of footing and foundation:

- 1. UDC Buildings .... 250.00
- 2. Early start - All other buildings .... 1000.00"

Section 2. Section 26-148 of the Sheboygan Municipal Code entitled "Applications" is hereby amended to read as follows:

"Sec. 26-148. *Applications.*

An applicant for a contractor's license and/or registration shall make application by filling in the printed forms which may be obtained from the building inspection division and paying a \$25.00 application fee for license and \$25.00 for registration."

Section 3. Section 26-150 of the Sheboygan Municipal Code entitled "Re-examination" is hereby amended to read as follows:

"Sec. 26-150. *Re-examination.*

Any person failing to pass a required examination may be re-examined after 60 days by filing the proper application with a \$25.00 examination fee."

*AHPS*

Section 4. 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

*Other Matters*

R. O. No.            - 18 - 19. By CITY CLERK. December 17, 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>
2537	Abad, Leslie L.	1128 Geele Avenue Apt. A
2541	Biederwolf-Nicholls, Tina L.	49 S. Hiawatha Circle
1033	Gosse, Kelsey A.	1113 Bell Avenue
1450	Halverson Jr., Richard W.	1511 N. 8 <sup>th</sup> Street
2547	Heins, Isabelle M.	645 Green Tree Road, Kohler
2540	Humphrey, Cortney A.	61 Green Bay Court, Sheboygan Falls
9460	Klahn, Megan M.	908 Jefferson Avenue Apt. 1
2543	Martin Del Campo, Carlos A.	1709 Jefferson Street
2548	Messner, Peggy A.	1521 S. 22 <sup>nd</sup> Street
2539	Oiler, Kelly D.	1622 Georgia Avenue
2546	Puchalla, Alexis	830 N. 10 <sup>th</sup> Street #203
2545	Rehm, Chandra-Lorraine	3226 N. 27 <sup>th</sup> Street
2544	Street, Crystal M.	13811 Nennig Court, Kiel
1159	Vassar, Cassie C.	W3123 County Road K, Random Lake

CHANGE OF AGENT

Sean Webb is replacing Daniel Duncan as agent effective immediately for Pick 'n Save located at 1317 N. 25<sup>th</sup> Street.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1373	Allee, William D.	4454 S. 8 <sup>th</sup> Street
8863	Castillo, Ivan V.	1415 S. 17 <sup>th</sup> Street
0256	Krueger, Mark A.	13 S. Hiawatha Circle
9044	Ringel, Tammy L.	1105 Ontario Avenue
8860	Santana, Susan M.	2724 Main Avenue
1870	Staudinger, Edward G.	2113 N. 40 <sup>th</sup> Street
2538	Torres Cruz, Angel G.	4403 Primrose Court, Apt 101
2269	Wallgren, Paul A.	2335 Skyline Drive, Apt 2B

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1780	McFate, Frederick C.	1010 Kentucky Avenue

MASSAGE ESTABLISHMENT (Renew) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2258	Curative Therapies LLC	2829 N. 15 <sup>th</sup> Street
2441	Darling Therapies	604 Erie Avenue
2792	Integrated Health Therapies	833 Pennsylvania Avenue