

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

**CITY OF SHEBOYGAN**  
**SIXTEENTH REGULAR COMMON COUNCIL MEETING**  
**Monday, November 19, 2018**

**ALDERPERSONS PRESENT:**

Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 10.

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

**1. OPENING OF MEETING**

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

1.4 PRESENTATION - City Hall Renovation Update by David Biebel and Dawn Sokolowski

1.5 PUBLIC FORUM - Limit of five people having five minutes each with comments limited to items on this agenda. Dane Schaefer, Jon Dolson, Jane Kettler, Henry Nelson and Sherrie Fessler all spoke.

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 Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 10.

2.2 R. O. No. 169-18-19 by City Clerk granting various license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

2.3 R. O. No. 170-18-19 by City Clerk submitting the State and County Apportionment Form from the County Board of Supervisors to determine the amount of taxes to be levied in Sheboygan County against all taxable property for the year. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

2.4 R. O. No. 171-18-19 by City Clerk submitting the Tax Levy Certification for the 2018-2019 school year from the Sheboygan Area School District. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

2.5 R. O. No. 172-18-19 by City Plan Commission to whom was referred Res. No. 115-18-19 by Alderperson Bohren approving the SouthPointe Enterprise Campus Protective Covenants and authorizing staff to record said covenants as deed restrictions against the property; recommends approval of the Resolution. ACCEPT AND FILE AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND FILE AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

2.6 Res. No. 127-18-19 by Alderperson Wolf in recognition of National Friends of Libraries Week. PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

2.7 R. C. No. 173-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 159-18-19 by City Administrator submitting a communication on behalf of the Wisconsin City/County Management Association requesting three of the City days for 2019 for the Wisconsin City/County Management Association Winter Conference at Blue Harbor; recommends approving the dates. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

2.8 R. C. No. 174-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 160-18-19 by Fire Chief, pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing July 1, 2018 and ending September 30, 2018; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

2.9 R. C. No. 175-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 161-18-19 by Chief of Police, pursuant to section 54-65 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Police Department, for the period commencing July 1, 2018 and ending September 30, 2018; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

2.10 R. C. No. 176-18-19 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 granting the licenses. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

2.11 R. C. No. 177-18-19 by Public Works Committee to whom was referred Res. No. 121-18-19 by Alderperson Wolf authorizing the appropriate City officials to enter into a revised State-Municipal Agreement (revised date October 23, 2018), I.D. 4996-25-00/71 for the construction of the Pennsylvania Avenue bridge scheduled for 2019 constructions; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

2.12 R. C. No. 178-18-19 by Public Works Committee to whom was referred Res. No. 122-18-19 by Alderpersons Wolf and Sorenson supporting the Rotary Club of Sheboygan and the Lakeshore Natural Resource Partnership, Inc. Restoration of our Trees Sheboygan (ROOTS) Program to mitigate the effects of the emerald ash borer in Sheboygan County, Wisconsin; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

2.13 R. C. No. 179-18-19 by Public Works Committee to whom was referred Res. No. 123-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract for the provision and complete installation of furnishings for the newly renovated City Hall; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

2.14 R. C. No. 180-18-19 by Finance and Personnel Committee to whom was referred Res. No. 124-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

2.15 R. C. No. 181-18-19 by Public Works Committee to whom was referred Gen. Ord. No. 24-18-19 by Alderperson Phillips repealing Section 2 of Gen. Ord. 153-77-78 and creating new parking restrictions to provide that parking is permitted on the west side of Spruce Court from Broadway Avenue to S. 12th Street between December 1st and April 1st and prohibited on the east side of Spruce Court from Broadway Avenue to S. 12th Street between December 1st and April 1st; recommends approving the Substitute Ordinance. ACCEPT AND ADOPT AND PASS SUBSTITUTE ORDINANCE

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS SUBSTITUTE ORDINANCE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

### 3. REPORTS OF OFFICERS

3.1 R. O. No. 173-18-19 by City Plan Commission to whom was referred Gen. Ord. No. 23-18-19 by Alderperson Bohren and R. O. No. 157-18-19 by City Clerk who submitted a communication from David Gass requesting an encroachment into the Wisconsin Avenue right-of-way; recommends to file the R. O. and approve the amended Ordinance. ACCEPT AND FILE AND PASS SUBSTITUTE ORDINANCE

MOTION TO ACCEPT AND FILE AND PASS SUBSTITUTE ORDINANCE

Motion by Jim Bohren, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron

Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

3.2 R. O. No. 174-18-19 by Finance Director submitting a financial report of the City of Sheboygan for the period commencing January 1, 2018 and ending September 30, 2018. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.3 R. O. No. 175-18-19 by City Attorney submitting, for information, the Notice of Appeal filed by the Plaintiff/Appellant, Town of Wilson in the matter of "Town of Wilson vs. City of Sheboygan", Sheboygan County Circuit Court Case No. 17CV490, along with a copy of the Order for Dismissal and Judgement dated November 6, 2018. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.4 R. O. No. 176-18-19 by City Clerk submitting a communication from Phyllis T. Barthel submitting a claim for alleged damages to her vehicle on October 22, 2018. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.5 R. O. No. 177-18-19 by City Clerk submitting a communication from Christopher Gable requesting a waiver from the Sex Offender Residency requirements in order to reside at 1636 Indiana Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.6 R. O. No. 178-18-19 by City Clerk submitting a communication from Jason Jones requesting a waiver from the Sex Offender Residency requirements in order to reside at 1503 St. Clair Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.7 R. O. No. 179-18-19 by City Clerk submitting a communication from Alanna Etzel requesting a waiver from the Sex Offender Residency requirements in order to reside at 1412 Lenz Court. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

#### 4. RESOLUTIONS

4.1 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. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.2 Res. No. 129-18-19 by Alderpersons Rindfleisch and Bohren adopting the 2019 City of Sheboygan Compensation Program for Non-Represented Employees. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.3 Res. No. 130-18-19 by Alderperson Rindfleisch and Bohren authorizing the Finance Director to execute the Wisconsin Statewide Debt Collection Agreement by and between the Wisconsin Department of Revenue and City of Sheboygan with regard to debt collection services. REFER TO FINANCE AND PERSONNEL COMMITTEE

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

4.5 Res. No. 132-18-19 by Alderpersons Donohue and Sorenson authorizing application for the Criminal Justice, Law Enforcement Drug Trafficking Response (2019) Grant Solicitation. REFER TO

## LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.6 Res. No. 133-18-19 by Alderpersons Donohue and Sorenson authorizing application for 2019 Justice System Improvement, Beat Patrol - Overtime, Grant Solicitation. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.7 Res. No. 134-18-19 by Alderpersons Donohue and Sorenson authorizing application for the 2019 Wisconsin System Improvement, Beat Patrol Grant Solicitation. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.8 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. REFER TO PUBLIC WORKS COMMITTEE

4.9 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. REFER TO PUBLIC WORKS COMMITTEE

## 5. REPORT OF COMMITTEES

5.1 R. C. No. 182-18-19 by Finance and Personnel Committee to whom was referred Res. No. 116-18-19 by Alderpersons Wolf and Bohren terminating the current agreement with the Armory Community Project for redevelopment of the former Sheboygan Municipal Armory; recommends approving the Resolution. 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, Mary Lynne Donohue, Jim Bohren, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

Nay: Rosemarie Trester, Ryan Sorenson

5.2 R. C. No. 183-18-19 by Finance and Personnel Committee to whom was referred Res. No. 117-18-19 by Alderpersons Wolf and Bohren authorizing city staff to renegotiate the terms and conditions of a contract for the sale of land for private development with Scott Crawford, Inc. at the former Sheboygan Municipal Armory; recommends approving the Resolution. 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, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Trey Mitchell

Nay: Rosemarie Trester, Markus Savaglio, Dean Dekker, Rose Phillips

5.3 R. C. No. 184-18-19 by Finance and Personnel Committee to whom was referred Res. No. 118-18-19 by Alderpersons Wolf and Bohren authorizing the Purchasing Agent to prepare and issue a request for bids for the demolition of the Sheboygan Municipal Armory; recommends approving the

Resolution. 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, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell

Nay: Rosemarie Trester, Rose Phillips

5.4 R. C. No. 185-18-19 by Finance and Personnel Committee to whom was referred Res. No. 119-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (City Hall renovations); recommends approving the Resolution. 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, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

5.5 R. C. No. 186-18-19 by Public Works Committee to whom was referred Res. No. 120-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract for the design, provision and complete installation of technology improvements and enhancements for the newly renovated City Hall; recommends approving the Substitute Resolution. ACCEPT AND ADOPT AND PASS SUBSTITUTE RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS SUBSTITUTE RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

5.6 R. C. No. 187-18-19 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 125-18-19 by Alderpersons Rindfleisch and Bohren authorizing preliminary action in connection with the prospective Broadway Avenue and Business Drive tax increment financing redevelopment project; recommends approving the Resolution. 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, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

5.7 R. C. No. 188-18-19 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 126-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to enter into an Agreement Between the Department of Natural Resources and the City of Sheboygan, Wisconsin, regarding environmental contamination at 2117 Indiana Avenue; recommends approving the Resolution. 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, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

5.8 R. C. No. 189-18-19 by Public Works Committee to whom was referred DIRECT REFERRAL Gen. Ord. No. 25-18-19 by Alderperson Wolf clarifying the City's Snow Emergency rules with respect to streets that are not snow emergency routes, boulevards, cul-de-sacs, or dead end streets; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

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

Abstain: Rosemarie Trester

## 6. GENERAL ORDINANCE

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

## 7. OTHER MATTERS RECEIVED AFTER AGENDA WAS PUBLISHED

7.1 R. O. No. 180-18-19 by Fire Chief submitting the Draft Summary Report of the Operational and Departmental Structure Review of the Sheboygan Fire Department prepared by Fitch & Associates. REFER TO COMMITTEE OF THE WHOLE

7.2 R. O. No. 181-18-19 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

7.3 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. REFER TO PUBLIC WORKS COMMITTEE

## 8. CLOSED SESSION

8.1 MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., where competitive or bargaining reasons require a closed session related to development opportunity on parcel no. 59281500110.

MOTION TO CONVENE IN CLOSED SESSION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

## 9. ADJOURN MEETING

9.1 Motion to Adjourn

MOTION TO ADJOURN AT 8:09 P.M.

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron

Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell

Generated by City Clerk Meredith DeBruin on Wednesday, November 21, 2018

II

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

Submitting various license applications.

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

Secondhand Dealer License (12/31/2019)

| <u>No.</u> | <u>Name</u>                | <u>Address</u>                 |
|------------|----------------------------|--------------------------------|
| 3227       | Gaming Generations Inc     | 1122 N. 8 <sup>th</sup> Street |
| 2852       | Heritage Showcase LLC      | 1614 Indiana Avenue            |
| 1187       | Kisiolek Jewelers          | 1103 N. 8 <sup>th</sup> Street |
| 1320       | Scroggins Jewelers         | 621 N. 8 <sup>th</sup> Street  |
| 2785       | Victory Games              | 1310 Union Avenue              |
| 2423       | Wal-Mart Supercenter #1276 | 3711 S. Taylor Drive           |

Commercial Operator License (12/31/2019)

| <u>No.</u> | <u>Name</u>                   | <u>Address</u>                      |
|------------|-------------------------------|-------------------------------------|
| 3256       | Badger Turf LLC               | 712 S. Washington Dr, Howards Grove |
| 1084       | Courtyard Landscape Services  | W2869 Wilson Lima Rd, Oostburg      |
| 1843       | Dauns Professional Lawns LLC  | 928 Wisconsin Avenue                |
| 3402       | Evergreen Lawn & Land LLC     | 412 Broadway Street, Sheb. Falls    |
| 2110       | Four Seasons Property Service | 2029 N. 27 <sup>th</sup> Place      |
| 1154       | Harolds Landscaping LLC       | W4740 CTY MM, Elkhart Lake          |
| 1173       | Jerrys Lawn & Grounds Service | 2913 S. 17 <sup>th</sup> Street     |
| 2473       | Stump Eliminators, LLC        | 726 N. 25 <sup>th</sup> Street      |
| 1984       | Trugreen                      | 2015 W. Spencer St., Appleton       |
| 3350       | Type 4                        | N4936 State Road 57, Plymouth       |

*Consent.*

VII

R. C. No. 190 - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 3, 2018.

Your Committee to whom was referred, pursuant to R. O. No. 168-18-19 by the City Clerk, submitting license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020; 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.

*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

VII

R. C. No. 191 - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 3, 2018.

Your Committee to whom was referred, pursuant to R. O. No. 151-18-19 by the City Clerk, submitting license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020; 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.

*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 3, 2018.

Your 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.

*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. 174 - 18 - 19. By FINANCE DIRECTOR. November 19, 2018.

Submitting a financial report of the City of Sheboygan for the period commencing January 1, 2018 and ending September 30, 2018.

*Finance  
Personnel  
approve.*

\_\_\_\_\_  
FINANCE DIRECTOR

**CITY OF SHEBOYGAN  
GENERAL FUND REVENUES  
Year-to-date as of September 30, 2018**

| GENERAL FUND REVENUE        | Amended Budget       | Year to Date         | Percent of Budget |
|-----------------------------|----------------------|----------------------|-------------------|
| Taxes                       | \$ 16,240,705        | \$ 16,240,705        | 100.00%           |
| Taxes (Other than property) | 1,405,356            | 178,760              | 12.58%            |
| Licenses and Permits        | 879,850              | 904,093              | 102.76%           |
| Intergovernment Revenue     | 14,500,293           | 4,747,540            | 32.74%            |
| Charges for Services        | 1,587,059            | 1,208,129            | 76.12%            |
| Fines and Forfeits          | 288,789              | 233,757              | 80.94%            |
| Interest on Investments     | 228,500              | 79,480               | 34.77%            |
| Miscellaneous Revenue       | 190,597              | 202,680              | 106.34%           |
| Other Financing Sources     | 1,893,621            | 668,107              | 39.45%            |
| <b>Total Revenue</b>        | <b>\$ 37,014,770</b> | <b>\$ 24,461,230</b> | <b>66.09%</b>     |

**OVERVIEW**

Year to date revenue are within budget expectations.

**TAXES**

Taxes are recorded in January when due.

**TAXES (OTHER THAN PROPERTY)**

Consists of payments in lieu of tax with the largest amount from the Water Utility recorded at year end.

**LICENSES AND PERMITS**

Consists of permits issued by Building Inspection and City Clerk. Receipts are within budget expectations.

**INTERGOVERNMENTAL REVENUE**

Consists of state revenues received in April, July and November.

Receipts are within budget expectations.

**CHARGES FOR SERVICES**

Consists of garbage fee, park rentals and cemetery charges. Receipts are within budget expectations.

**FINES AND FORFEITS**

Consists of court penalty costs and parking violations. Receipts exceed budget expectations.

**INTEREST ON INVESTMENTS**

Interest on investments at RBC and UBS recorded monthly.

**MISCELLANEOUS REVENUE**

Consists of city building rentals and sale of equipment. Receipts exceed budget expectations.

**OTHER FINANCING SOURCES**

Consists of interfund transfer of funds transferred in June and December.

**CITY OF SHEBOYGAN  
GENERAL FUND EXPENDITURES  
Year-to-date as of September 30, 2018**

| GENERAL FUND EXPENSE         | Amended Budget       | Year to Date         | Percent of Budget |
|------------------------------|----------------------|----------------------|-------------------|
| General Government           | \$ 3,884,436         | \$ 2,395,255         | 61.66%            |
| Public Safety                | 21,886,830           | 14,439,547           | 65.97%            |
| Public Works                 | 8,655,456            | 5,762,268            | 66.57%            |
| Health and Human Services    | 193,622              | 134,202              | 69.31%            |
| Culture/Recreation           | 2,603,334            | 1,810,991            | 69.56%            |
| Conservation and Development | 351,003              | 255,178              | 72.70%            |
| Intergovernmental            | 2,601                | 1,208                | 46.44%            |
| Unclassified                 | 201,517              | 42,761               | 21.22%            |
| <b>Total Expenditures</b>    | <b>\$ 37,778,799</b> | <b>\$ 24,841,409</b> | <b>65.75%</b>     |

**OVERVIEW**

Annual expenditures projected to be below or within budget.

**GENERAL GOVERNMENT**

Annual expenditures projected to be below or within budget.

**PUBLIC SAFETY**

Annual expenditures projected to be below or within budget.

**PUBLIC WORKS**

Annual expenditures projected to be below or within budget.

**HEALTH AND HUMAN SERVICES**

Annual expenditures projected to be below or within budget.

**CULTURE AND RECREATION**

Annual expenditures projected to be below or within budget.

**CONSERVATION AND DEVELOPMENT**

Annual expenditures projected to be within budget.

**INTERGOVERNMENTAL**

Intergovernmental transfers completed as budget is amended.

**UNCLASSIFIED**

Annual expenditures projected to be below or within budget.

**CITY OF SHEBOYGAN  
OTHER FUND REVENUES  
Year-to-date as of September 30, 2018**

| OTHER FUND REVENUE    | Amended<br>Budget    | Year to<br>Date      | Percent<br>of Budget |
|-----------------------|----------------------|----------------------|----------------------|
| Special Revenue Funds | \$ 8,579,274         | \$ 6,240,671         | 72.74%               |
| Debt Service Funds    | 8,657,973            | 7,448,763            | 86.03%               |
| Capital Project Funds | 37,029,390           | 28,249,390           | 76.29%               |
| Proprietary Funds     | 23,765,934           | 15,411,160           | 64.85%               |
| Fiduciary Funds       | 17,264               | 10,159               | 58.84%               |
| Total Revenue         | <b>\$ 78,049,835</b> | <b>\$ 57,360,141</b> | <b>73.49%</b>        |

**OVERVIEW**

Year to date revenues are within budget expectations.

**SPECIAL REVENUE FUNDS**

Consists of the Police MEG Unit, CDBG funds, Mead Library, Tourism, Park, Forestry and Open Space, Cable TV, Municipal Court, Ambulance, Special Assessments, Harbor Centre Marina, Redevelopment Authority, Park Impact Fees, Storm Water and the E.H. Maywood Park Funds. Year to date revenues are within budget expectations.

**DEBT SERVICE FUNDS**

Consists of the G.O. Debt Service Fund and TID Debt Service Funds. Year to date revenues exceed expectations as tax recorded in January.

**CAPITAL PROJECT FUNDS**

Consists of the Capital Project, Capital Improvements, Industrial Park, and TID Capital Funds. Year to date revenue projections are below expectations as the budget included contributions for the Butzen Sports Complex and issuance of debt for 2018 projects.

**PROPRIETARY FUNDS**

Consists of Wastewater, Transit, Parking, Boat Facilities, Motor Vehicle, Health Insurance, Liability Insurance, Worker's Compensation and Information Technology Funds. Year to date revenues are within budget expectations.

**FIDUCIARY FUNDS**

Consists of the Cemetery Perpetual Care and Mead Public Library Trust Fund. Year to date revenue projections are below budget expectations as interest is recorded at December 31.

**WATER UTILITY**

The Water Utility is not included as it is governed by the Board of Water Commissioners.

**CITY OF SHEBOYGAN  
OTHER FUND EXPENDITURES  
Year-to-date as of September 30, 2018**

| OTHER FUND EXPENSE    | Amended<br>Budget    | Year to<br>Date      | Percent<br>of Budget |
|-----------------------|----------------------|----------------------|----------------------|
| Special Revenue Funds | \$ 8,722,725         | \$ 4,750,531         | 54.46%               |
| Debt Service Funds    | 8,597,472            | 2,509,503            | 29.19%               |
| Capital Project Funds | 47,447,402           | 16,113,974           | 33.96%               |
| Proprietary Funds     | 25,612,574           | 14,984,876           | 58.43%               |
| Fiduciary Funds       | 2,000                | -                    | 0.00%                |
| Total Expenditures    | <b>\$ 90,382,173</b> | <b>\$ 38,338,884</b> | <b>42.42%</b>        |

**OVERVIEW**

Year to date expenditures are within budget expectations.

**SPECIAL REVENUE FUNDS**

Consists of the Police MEG Unit, CDBG funds, Mead Library, Tourism, Park, Forestry and Open Space, Cable TV, Municipal Court, Ambulance, Special Assessments, Harbor Centre Marina, Redevelopment Authority, Park Impact Fees, and Storm Water. Year to date expenditures are within budget expectations.

**DEBT SERVICE FUNDS**

Consists of the G.O. Debt Service Fund and TID Debt Service Funds. Year to date expenditures are below budget expectations, as the majority of debt payments are in the fourth quarter of the year.

**CAPITAL PROJECT FUNDS**

Consists of the Capital Project, Capital Improvements, Industrial Park, and TID Capital Funds. Year to date expenditures are below budget expectations largely due to completion of projects and no expenditures for the Butzen Sports Complex or City Hall renovations.

**PROPRIETARY FUNDS**

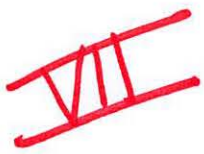
Consists of Wastewater, Transit, Parking, Boat Facilities, Motor Vehicle, Health Insurance, Liability Insurance, Worker's Compensation and Information Technology Funds. Year to date expenditures are within budget expectations.

**FIDUCIARY FUNDS**

Consists of the Cemetery Perpetual Care and Mead Public Library Trust Fund. The transfer to the General Fund is recorded in December.

**WATER UTILITY**

The Water Utility is not included as it is governed by the Board of Water Commissioners.



R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 3, 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 approving the following applications:

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

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

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

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

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

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

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

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

*Consent*

MASSAGE ESTABLISHMENT (Renew) (December 31, 2019)

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

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

Committee

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

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

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

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
December 3, 2018.

Your 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.

*Consent*

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

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

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

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

III

4.1

Res. No. 128 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
November 19, 2018.

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

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.

*Finance +  
Personnel  
file*

*Randy 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

# DRAFT TENTATIVE AGREEMENT

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 working conditions 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 it's right to review and potentially bargain the impact of same with regard to its members' wages, hours and working conditions."

**2) ARTICLE II – UNION SECURITY (Page 7) Section C is pending proper language from legal.**

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

"All employees shall, within 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."

**5) ARTICLE VIII – OVERTIME AND COMPENSATORY TIME (Page 13, lines 31 and 32 and page14, 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. 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."

## DRAFT TENTATIVE AGREEMENT

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

### 6) ARTICLE IX – PROMOTIONS AND TRANSFERS; Section C (Page 21) 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 may notify the Union President in writing ten (10) days prior to implementation of any process revisions.”

“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.”

“E. **Fire Equipment Operator** certification shall include the following: All employees hired after January 1, 2002 are required to be certified by the Sheboygan Fire Department as Fire Equipment Operators (FEO). The department will provide a training program to enable employees to become certified. With the exception of successful completion of the written and practical examination, an employee must complete the Fire Apparatus Driver/Operator program to be certified in order to receive the step 4 increase. To be eligible and qualified for promotion to FEO, a certified employee must have successfully completed a written and practical examination for FEO as established by the department.

The most senior qualified firefighter will be offered the FEO position. Declining the offer does not affect the employee's eligibility for future openings.

The fire department will provide employees opportunity to train so that they are able to become certified in a timely manner. The department will also provide opportunities for written and practical testing to be able to be qualified for promotion to FEO. If certification occurs beyond the thirty-sixth (36) month, upon certification, the employee's pay would be based on length of service and future step increases shall be based on the date of hire and not the date of the FEO certification.

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.”

### 7) ARTICLE X – GRIEVANCE PROCEDURE (Page 29) 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

## DRAFT TENTATIVE AGREEMENT

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

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, emergency medical services, or activities related thereto, shall be subject to the grievance procedure.”

E. Steps in the Grievance Procedure – (Page 31) Lines 22-26 Paragraph will be removed.

E. Steps in the Grievance Procedure – (Page 32) 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 working conditions 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 amendments thereto.”

**8) ARTICLE XII – RULES AND REGULATIONS** (Page 35) Modify to read:

“The rules and regulations of the Sheboygan Fire Department that primarily relate to wages, hours, and working conditions 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 wages, hours, or working conditions before they are put into effect. Any dispute with respect to the reasonableness of the application of work rules primarily related to wages, hours, and working conditions, 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 45) Section D is removed as it is a prohibited subject of bargaining.

**10) ARTICLE XIX – SPECIAL SALARY PROVISIONS** Section I (Page 50) First Paragraph. Modify to read:

**“I. 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 be above 1 paramedic student per ambulance.”

Section H, subsection. 2; **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

# DRAFT TENTATIVE AGREEMENT

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

The Chief and the Union president or their designee.”

## 11) ARTICLE XXII – VACATION – FLSA AND REGULAR COMPENSATORY TIME – EMS DAY

### II. ADMINISTRATION (Page 54) Modify to read:

“A maximum of four union personnel will be approved for leaves of absence in accordance with this article at any given time. Persons on sick leave, FMLA, and leave for department funded and/or required business may be considered as part of the four union personnel. (This is a factor in granting untimely off duty and same day leaves of absence only.)”

## 12) ARTICLE XXIII – UNION ACTIVITIES Section E; 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.”

## 13) ARTICLE XXIX – LIFE INSURANCE (Page 69) 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.”

## 14) ARTICLE XXVII – HEALTH INSURANCE Section A (Page 65); 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).”

## 15) ARTICLE XXXX – RETROACTIVITY (Page 80) 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.”

## 16) SALARY AND WAGE SCHEDULE Modify Paragraph C – Wages as follows:

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

**DRAFT TENTATIVE AGREEMENT**

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

**17) 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 or Fire Prevention Bureau 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.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE CITY OF SHEBOYGAN

FOR IAFF LOCAL 483

|   |               |   |               |
|---|---------------|---|---------------|
| _____<br>Michael T. Romas<br>Fire Chief                                   | _____<br>Date | _____<br>Brendan Hughes<br>Local 483 President  | _____<br>Date |
| _____<br>Charles Butler<br>Deputy Fire Chief                              | _____<br>Date | _____<br>Matthew Polzin<br>Union Representative | _____<br>Date |
| _____<br>Sandy Rohrick<br>Director of Human Resources and Labor Relations | _____<br>Date | _____<br>Joel Johnsrud<br>Union Representative  | _____<br>Date |
| _____<br>Darrell Hofland<br>City Administrator                            | _____<br>Date | _____<br>William Cherek<br>Union Representative | _____<br>Date |

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
December 3, 2018.

Your Committee to whom was referred Res. No. 130-18-19 by Alderpersons Rindfleisch and Bohren authorizing the Finance Director to execute the Wisconsin Statewide 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.

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. 130 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
November 19, 2018.

A RESOLUTION authorizing the Finance Director to execute the Wisconsin Statewide Debt Collection Agreement by and between the Wisconsin Department of Revenue and the City of Sheboygan with regard to debt collection services.


RESOLVED: That the Finance Director is hereby authorized to execute the Wisconsin Statewide Debt Collection Agreement between the Wisconsin Department of Revenue and the City of Sheboygan, a copy of which is attached hereto and incorporated herein, and any other necessary documentation.

*Finance  
Personnel  
approve*

*Randy 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



State of Wisconsin  
Department of Revenue

# **Wisconsin Statewide Debt Collection Agreement**

Updated: 6/8/2018

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## INTRODUCTION

This agreement between the \_\_\_\_\_, (hereafter referred to as "agency") and the Wisconsin Department of Revenue (hereafter referred to as "department") sets forth the requirements and expectations relating to debt collection services.

## STATUTORY AUTHORITY

The department is authorized by sec. 71.93(8), Wis. Stats., to enter into a written agreement to collect any amount owed to the agency.

## DUTIES OF THE AGENCY

1. Debt sent to the department for collection must be:
  - Greater than \$50.00
  - At least 90 days past due, unless any of the following apply:
    - the agency is negotiating a payment plan
    - the agency has an active payment plan in good standing
    - the debtor has filed for bankruptcy
    - the debtor is deceased
    - the debtor has objected to the basis of the debt and the agency is responding to the objection
  - Reduced to a judgment or the debtor was provided with reasonable notice and an opportunity to be heard with regard to the validity of the debt
2. At least 30 days prior to referral of the debt to the department, the agency shall send notice to the debtor of the agency's intention to refer the debt to the department for collection. The notice must:
  - state the nature and amount of the debt,
  - identify the agency to whom the debt is owed, and
  - advise the debtor that collection costs will be assessed once the debt is referred to the department. Any appeal periods must have expired and all disputes resolved prior to referral of debt to the department.
3. The agency shall send the following file updates in an electronic format using the department's online application or by file exchange using the department's prescribed file layout:
  - New debts submitted to the department must contain the following information:
    - Legal name
    - Social Security Number (SSN), Federal Employer Identification Number (FEIN) or Driver's License Number (DLN)
    - Unique personal identification number that is not the SSN
    - Unique debt identification number
    - Original date the debt was incurred
    - Short debt description and a more detailed debt description used to aid in the collection process.

- Debts may only be updated or recalled by the agency for the following reasons:
  - Recalling a debt that was submitted in error. The agency agrees to contact the department prior to recalling a debt to discuss the action. The department will cease collection actions in progress.
  - Changing an estimated assessment to the actual amount due
  - Correcting a debt balance due to error on initial submission
  - Changing the debt balance for other administrative adjustment
- 4. The agency agrees to adjust all debts certified to the department's Tax Refund Intercept Program (TRIP) that it intends to send to the department for debt collection to a zero balance. Through this agreement, the department will offset refunds to the agency's debts according to the debt setoff hierarchy as authorized in sec. 71.93(3)(a), Wis. Stats.
- 5. Once debt is referred to the department for collection, the agency shall discontinue billing statements, demand letters, and active collection efforts. The agency will direct all debtor calls or requests regarding collection of the debt to the department.
- 6. Once a debt is referred to the department for collection, the agency shall forward any payments received to the department for processing. The department collection fee must be paid even if the debtor sends full payment of the debt to the agency.
- 7. If the debt is compromised or settled by the agency, the agency shall contact the department to determine the amount owed to the department for the collection fee. The agency is responsible for the full collection fee, based on the original amount certified, when entering a compromise or settlement agreement.
- 8. Correspondence and telephone inquiries received that relate to the validity of the debt shall be forwarded to the agency for a timely response. The agency must have resources available to assist debtors and department collectors with debt-related issues.
- 9. Once a debt is collected in full by the department, the debt is returned to the agency as satisfied. The agency shall not submit any changes to the department after the debt is satisfied. If the agency determines the debtor owed a lesser amount or the debt should have been adjusted, the agency shall refund the debtor the amount of overpayment received plus the department collection fee calculated at 15% of the amount overpaid, if appropriate. The department will not refund any paid collection when a debt is satisfied.
- 10. A debt certified by the agency using the wrong SSN or DLN will be reversed by the department and returned to the agency. Any payments and refund setoffs that occur because of erroneous identification information will be reversed by the department. The agency shall be responsible for reimbursement of collection fees or unrecoverable amounts due to submitting a debt with incorrect identification information.
- 11. The agency shall be responsible and liable for any claims or lawsuits made against the department arising from collection of a debt that is alleged to be incorrect or not owed by the debtor.
- 12. The agency agrees to maintain the confidentiality of all accounts, correspondence, documents and any other related information, which may be obtained from or furnished by the department in accordance with all applicable state and federal laws. If a third party is used by the agency to manage the debts referred to the department, the third party must sign a Vendor Confidentiality and Non-Disclosure Agreement with the department and will be bound by the same confidentiality requirements. Any unauthorized use or disclosure of such information, or inadequate procedures for safeguarding the confidentiality of such information, constitutes grounds for immediate termination of this agreement. All agency and vendor users who have access to the department's online system or access to files exchanged between the agency and the department must sign the attached user Certification of Understanding.

13. The agency shall review reports transmitted, reconcile accounts and notify the department within 60 days of any discrepancies.
14. The agency shall have technical staff available to maintain electronic file layouts, electronic reports, and other requirements as needed. Agency and department contact information will be periodically updated.

### **DUTIES OF THE DEPARTMENT**

1. The department shall take all reasonable and cost-effective actions to collect referred debts. Collection efforts may include, but are not limited to:
  - Identify assets available for satisfaction of debts
  - Send demand letters
  - Subpoena records
  - Setoff refunds
  - Negotiate and monitor payment plans
  - Levy assets
  - Certify wages
2. The department's Secretary may waive the referral of certain types of debts.
3. The department shall collect debts and assess interest in the same manner that it collects taxes and assesses interest under secs. 71.82(2), 71.91, 71.92, and 73.03 (20), Wis. Stats.
4. The department shall add an administrative fee to each debt referred for collection. The administrative fee is reviewed periodically and may be adjusted up or down. The department will provide 30 days' notice to the agency prior to any fee adjustment.
5. The department shall apply payments made on delinquencies first to fees, then penalties and interest, with the balance applied to principal. The department shall notify the agency and disburse payments on a monthly basis.
6. The department shall collect from debtors who owe multiple debts to various government entities. Proceeds collected shall be applied according to sec. 71.93(3), Wis. Stats.
7. The department shall send periodic Statements of Account to the debtor. If the agency requests interest on the debt, interest shall be posted monthly. Debtors may view account balances and make online payments at any time using the department's My Tax Account online service.
8. The department may suspend collection action on an agency account temporarily if the debtor raises concerns regarding validity of the debt that needs to be addressed by the agency. The debtor shall be advised that they must contact the agency within 30 days. The department may resume collection action after 30 days unless the agency contacts the department to request additional time or recalls the debt.
9. If a payment, refund, or refundable credit is determined to be in error or is otherwise adjusted after posting to an agency debt, the department may reverse the credit and reduce the monthly distribution by the adjusted amount.
10. The department may close out any debt with a balance that falls below \$20.00 and return the debt to the agency.

11. The department shall pursue debt collection until the debt is collected in full or the department has determined the debt is uncollectible.
12. The department may pursue collection against the spouse of the debtor in accordance with Wisconsin marital property laws. When considering collection actions against a spouse, the department may take the following actions:
  - Contact the agency. When the department identifies that a debtor is married and the debt was incurred during the marriage, the department may contact the agency for additional information regarding the nature of the debt.
  - Contact the spouse. Prior to taking any collection action against a spouse, the department shall send a spousal notice providing an opportunity for the spouse to be heard in regards to the ability to collect from the spouse.
13. The department shall suspend collection action on debts if the debtor files bankruptcy. It is the agency's responsibility to handle all bankruptcy matters. The agency must contact the department if they wish to recall a debt when bankruptcy has been filed.
  - If the bankruptcy is discharged, the department will contact the agency to review the debt for potential write off. If the debt survives bankruptcy, the agency must notify the department 60 days after the bankruptcy is closed to resume collection activity.
  - If the bankruptcy is dismissed, the department will resume collection activity.
14. The department shall send the following files:
  - Debt Response File – The department shall respond to all new debt submissions with a response to notify the agency whether the debt was accepted or rejected.
  - Transaction File - The department shall notify the agency monthly of credits posted to interest and principal and disburse payments through an ACH credit or state accounting system general ledger transfer.
  - Return Debt File - The department shall return debts to the agency on a monthly basis for the following reasons:
    - Debt is satisfied
    - Debt is uncollectible
    - Debtor is deceased
    - Debt balance is less than \$20
    - Debtor name and ID do not match DOR records
    - Agency recalled the debt
  - Performance Analysis Report – The department shall report on its collection performance upon agency request.
15. The department shall have agents available to assist debtors and the agency with debt-related issues.
16. The department shall resolve any debtor disputes pertaining to improper collection by the department.

- 17. The department shall have technical staff available to create and maintain electronic file layouts, electronic reports, and other requirements as needed. Agency and department contact information will be periodically updated.
- 18. The department's Secretary shall be the final authority in the resolution of any interagency disputes in regard to referral of debts.

**LEGAL REQUIREMENTS**

This agreement is effective upon the signing below of the agency's and department's representatives. The parties shall update the terms of the agreement every 5 years. Amendments mutually agreed to by authorized representatives of the agency and the department shall become effective when signed and dated as an ADDENDUM to this agreement. If allowed by state law, the agreement may be terminated upon 60 days notice by either party.

Wisconsin Department of Revenue

Agency

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **Wisconsin Statewide Debt Collection Agreement**

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## INTRODUCTION

This agreement between the \_\_\_\_\_, (hereafter referred to as "agency") and the Wisconsin Department of Revenue (hereafter referred to as "department") sets forth the requirements and expectations relating to debt collection services.

## STATUTORY AUTHORITY

The department is authorized by sec. 71.93(8), Wis. Stats., to enter into a written agreement to collect any amount owed to the agency.

## DUTIES OF THE AGENCY

1. Debt sent to the department for collection must be:
  - Greater than \$50.00
  - At least 90 days past due, unless any of the following apply:
    - the agency is negotiating a payment plan
    - the agency has an active payment plan in good standing
    - the debtor has filed for bankruptcy
    - the debtor is deceased
    - the debtor has objected to the basis of the debt and the agency is responding to the objection
  - Reduced to a judgment or the debtor was provided with reasonable notice and an opportunity to be heard with regard to the validity of the debt
2. At least 30 days prior to referral of the debt to the department, the agency shall send notice to the debtor of the agency's intention to refer the debt to the department for collection. The notice must:
  - state the nature and amount of the debt,
  - identify the agency to whom the debt is owed, and
  - advise the debtor that collection costs will be assessed once the debt is referred to the department. Any appeal periods must have expired and all disputes resolved prior to referral of debt to the department.
3. The agency shall send the following file updates in an electronic format using the department's online application or by file exchange using the department's prescribed file layout:
  - New debts submitted to the department must contain the following information:
    - Legal name
    - Social Security Number (SSN), Federal Employer Identification Number (FEIN) or Driver's License Number (DLN)
    - Unique personal identification number that is not the SSN
    - Unique debt identification number
    - Original date the debt was incurred
    - Short debt description and a more detailed debt description used to aid in the collection process.

- Debts may only be updated or recalled by the agency for the following reasons:
    - Recalling a debt that was submitted in error. The agency agrees to contact the department prior to recalling a debt to discuss the action. The department will cease collection actions in progress.
    - Changing an estimated assessment to the actual amount due
    - Correcting a debt balance due to error on initial submission
    - Changing the debt balance for other administrative adjustment
4. The agency agrees to adjust all debts certified to the department's Tax Refund Intercept Program (TRIP) that it intends to send to the department for debt collection to a zero balance. Through this agreement, the department will offset refunds to the agency's debts according to the debt setoff hierarchy as authorized in sec. 71.93(3)(a), Wis. Stats.
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11. The department shall pursue debt collection until the debt is collected in full or the department has determined the debt is uncollectible.
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    - Debtor name and ID do not match DOR records
    - Agency recalled the debt
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15. The department shall have agents available to assist debtors and the agency with debt-related issues.
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**LEGAL REQUIREMENTS**

This agreement is effective upon the signing below of the agency's and department's representatives. The parties shall update the terms of the agreement every 5 years. Amendments mutually agreed to by authorized representatives of the agency and the department shall become effective when signed and dated as an ADDENDUM to this agreement. If allowed by state law, the agreement may be terminated upon 60 days notice by either party.

Wisconsin Department of Revenue

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agency

*Martin Halverson*  
\_\_\_\_\_

Print Name

*Mart W. Hill*  
\_\_\_\_\_

Signature

*12-11-18*  
\_\_\_\_\_

Date

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 3, 2018.

Your 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.

*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. 131 - 18 - 19.

By Alderpersons Donohue and Sorenson.  
November 19, 2018.

A RESOLUTION authorizing application for the Criminal Justice, JAG Drug Task Forces (2017) Grant Solicitation for 2019 operations.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a Drug Task Force Grant in the amount of \$24,112 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit; and

WHEREAS, the JAG Drug Task Forces Grant program provides funds to support multi-jurisdictional law enforcement drug task force projects aimed at enhancing interagency coordination and intelligence sharing targeting gangs, drugs and firearms for the period January 1, 2019 through December 31, 2019; and

WHEREAS, in order to obtain the grant in the amount of \$24,112, it is necessary for the Chief of Police to submit an application through the Wisconsin Department of Justice before December 18, 2018; and

WHEREAS, the funding received would be \$14,251 from the Federal Byrne/JAG Funds and the State of Wisconsin match of \$9,861.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the grant application and the administration thereof.

*CC approve*

*Thylyme Donohue*  
\_\_\_\_\_  
*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

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 3, 2018.

Your 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.

*Consent*

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

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

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

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

III

4.5

Res. No. 130 - 18 - 19.

By Alderpersons Donohue and Sorenson.  
November 19, 2018.

A RESOLUTION authorizing application for the Criminal Justice, Law Enforcement Drug Trafficking Response (2019) Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a Law Enforcement Drug trafficking Response Grant in an amount between \$25,000 and \$50,000 from the State of Wisconsin, Department of Justice to support the Sheboygan County MEG Unit; and

WHEREAS, the Grant program will give priority consideration to providing funds to support multi-jurisdictional law enforcement drug task force projects aimed at enhancing interagency coordination, sharing intelligence and facilitating multi-jurisdictional investigations focused on drug trafficking within the state for the period January 1, 2019 through December 31, 2019; and

WHEREAS, in order to obtain the grant in an amount between \$25,000 and \$50,000, it is necessary for the Chief of Police to submit an application through the Wisconsin Department of Justice before December 10, 2018.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the grant application and the administration thereof.

*AKS approve*

*By Lynne Donohue*  
\_\_\_\_\_  
*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

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 3, 2018.

Your 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.

*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. 133 - 18 - 19.

By Alderpersons Donohue and Sorenson.  
November 19, 2018.

A RESOLUTION authorizing application for 2019 Wisconsin Justice System Improvement, Beat Patrol - Overtime, Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a Beat Patrol Overtime grant in the amount of \$90,000 from the State of Wisconsin, Department of Justice; and

WHEREAS, the Beat Patrol Grant Overtime program provides overtime funds to support police personnel for community work and Beat Patrols targeting specific local crime issues for the period January 1, 2019 through December 31, 2019; and

WHEREAS, in order to obtain the grant in the amount of \$90,000, it is necessary for the Chief of Police to submit an application through the Wisconsin Department of Justice before November 15, 2018; and

WHEREAS, the funding received would be \$90,000 from the State of Wisconsin with no local match required and the City of Sheboygan Police Department is eligible for funding for calendar year 2019.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the grant application and the administration thereof.

*Staff approve*

*My Eugene Donohue*  
\_\_\_\_\_  
*John 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

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 3, 2018.

Your 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.

*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. 134 - 18 - 19. By Alderpersons Donohue and Sorenson.  
November 19, 2018.

A RESOLUTION authorizing application for 2019 Wisconsin Justice System Improvement, Beat Patrol Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a Beat Patrol grant in the amount of \$121,434 from the State of Wisconsin, Department of Justice; and

WHEREAS, the Beat Patrol Grant program provides funds to support additional police personnel for community work and Beat Patrols for the period January 1, 2019 through December 31, 2019; and

WHEREAS, in order to obtain the grant in the amount of \$121,434, it is necessary for the Chief of Police to submit an application through the Wisconsin Department of Justice before November 15, 2018; and

WHEREAS, the funding received would be \$121,434 from the State of Wisconsin with a local match of \$40,478 (25%) required; and

WHEREAS, the City of Sheboygan Police Department is eligible for funding for calendar year 2019.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the grant application and the administration thereof.

BE IT FURTHER RESOLVED: That the City of Sheboygan will meet the obligations of the grant, including appropriating a matching allocation for the project and such appropriation shall continue as long as State matching aids are available, or until this resolution is modified by the Council.

*Handwritten:* RHP/S approve

*Handwritten signatures:* Melvin Rowley  
Gord 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

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. December 3, 2018.

Your 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. 29<sup>th</sup> Street; recommends approving the Resolution.

*Consent*

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

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

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

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

III

4.8

Res. No. 135 - 18 - 19. By Alderperson Wolf. November 19, 2018.

A RESOLUTION 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. 29<sup>th</sup> Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation, a copy of which is attached hereto and incorporated herein, for the reconstruction of Superior Avenue from N. Taylor Drive to N. 29<sup>th</sup> Street for the proposed sum of \$2,229,611.00 of which the Federal share is \$848,545.00 and of which the City of Sheboygan's share is \$1,381,066.

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

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



**2nd REVISION  
STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET URBANIZED  
AREA STP-URBAN PROJECT**

*This agreement supersedes the agreement signed by the Municipality on October 17, 2016 and signed by DOT on October 24, 2016.*

**Program Name: STP-Urban  
Population Group: 50,000 - 200,000  
Sub-program #: 206**

Revised Date: November 8, 2018  
Date: JUNE 6, 2014  
I.D.: 4996-01-72/73  
Road Name: C SHEBOYGAN, SUPERIOR AVE  
Limits: N TAYLOR DRIVE – N 29<sup>TH</sup> STREET  
County: SHEBOYGAN  
Roadway Length: 0.3 MILES  
Functional Classification: MINOR ARTERIAL  
Project Sponsor: CITY OF SHEBOYGAN  
Urbanized Area: SHEBOYGAN MPO

The signatory, City of Sheboygan, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

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

**NEEDS AND ESTIMATE SUMMARY:**

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

**Existing Facility - Describe and give reason for request:** The existing facility has 2-12 foot lanes with an urban cross section. The existing pavement is concrete and has transverse, longitudinal cracking, and rutting; it was last improved in 1980. There is existing curb and gutter and sidewalk. There is existing spot lighting.

**Proposed Improvement - Nature of work:** The proposed construction is for a reconstruction of the urban cross section. New concrete pavement, curb and gutter, and sidewalk will be installed. Spot lighting will be improved. Permanent and temporary pavement marking and signing will be installed. Lateral and trunk storm sewer lines will be constructed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: Sanitary sewer construction and adjustments.

The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 74.6% federal funding up to a maximum of \$848,545 for all federally-funded project phases when the municipality agrees to provide the remaining 25.4% and all funds in excess of the \$848,545 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

**This project is currently scheduled in State Fiscal Year 2018. In accordance with the State's sunset policy**

for Urbanized Area STP Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

| PHASE                               | SUMMARY OF COSTS   |                  |            |                    |             |
|-------------------------------------|--------------------|------------------|------------|--------------------|-------------|
|                                     | Total Est. Cost    | Federal Funds    | %          | Municipal Funds    | %           |
| <b>ID 4996-01-72</b>                |                    |                  |            |                    |             |
| Design                              | \$106,605          | \$79,526         | 74.6%*     | \$27,079           | 25.4% + BAL |
| State Review                        | \$35,533           | \$26,508         | 74.6%*     | \$9,025            | 25.4% + BAL |
| <b>ID 4996-01-73</b>                |                    |                  |            |                    |             |
| Participating Construction          | \$1,859,235        | \$662,961        | 74.6%*     | \$1,196,274        | 25.4% + BAL |
| Non-Participating Construction      | \$121,640          | \$0              | 0%         | \$121,640          | 100%        |
| State Review                        | \$106,598          | \$79,550         | 74.6%*     | \$27,048           | 25.4% + BAL |
| <b>Total Est. Cost Distribution</b> | <b>\$2,229,611</b> | <b>\$848,545</b> | <b>N/A</b> | <b>\$1,381,066</b> | <b>N/A</b>  |

\*The percentage of project costs covered by federal funding at approval, 74.6%, is based on TIP Committee Action. Due to the federal funding cap, which is \$848,545 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

|   |       |      |
|---|-------|------|
| Signed for and in behalf of: City of Sheboygan (please sign in blue ink.) |       |      |
| Title   | Date  | Name |
| Signed for and in behalf of the State:                                    |       |      |
| Name  | Title | Date |

**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All applicable DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. Preliminary Engineering and design.
  - j. Management Consultant and State Review Services.
- 5. The work will be administered by the State and may include items not eligible for Federal participation.
- 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of

costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

#### **MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Real estate for the improvement.
  - i. Other 100% Municipally funded items: sanitary sewer construction and adjustments.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The

written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

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

billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

#### **LEGAL RELATIONSHIPS:**

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### **PROJECT FUNDING CONDITIONS**

22. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

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

24. The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

- a. ID 4996-01-72: Design is funded with 74.6% federal funding, when the municipality agrees to provide the remaining 25.4%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 74.6% with federal funding and 25.4% by the Municipality.
  
- b. ID 4996-01-73: Construction:
  - i. Costs for roadway reconstruction are funded with 74.6% federal funding when the municipality agrees to provide the remaining 25.4%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d).
  
  - ii. Costs for this phase include an estimated amount for state review activities, to be funded 74.6% with federal funding and 25.4% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d).
  
  - iii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.
  
- c. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$848,545**. This federal funding cap applies to all federally funded project phases.

[End of Document]

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. December 3, 2018.

Your 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. 15<sup>th</sup> Street; recommends approving the Resolution.

*Consent*

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

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

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

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

III

49


Res. No. 136 - 18 - 19. By Alderperson Wolf. November 19, 2018.

A RESOLUTION 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. 15<sup>th</sup> Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation, a copy of which is attached hereto and incorporated herein, for the reconstruction of North Avenue from Calumet Drive to N. 15<sup>th</sup> Street for the proposed sum of \$4,944,370.00 of which the Federal share is \$2,785,581.00 and of which Union Pacific Railroad share is \$93,754 and of which the City of Sheboygan's share is \$1,941,554.00.

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

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



**3<sup>rd</sup> REVISION  
STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET URBANIZED  
AREA STP-URBAN PROJECT**

*This agreement supersedes the agreement signed by the Municipality on February 6, 2017 and signed by DOT on February 13, 2017.*

**Program Name: STP-Urban  
Population Group: 50,000 - 200,000  
Sub-program #: 206**

Revised Date: November 1, 2018  
Date: JUNE 6, 2014  
I.D.: 4996-01-78/79/80/81  
Road Name: C SHEBOYGAN, NORTH AVE  
Limits: CALUMET DRIVE – 15<sup>TH</sup> STREET  
County: SHEBOYGAN  
Roadway Length: 0.6 MILES  
Functional Classification: MINOR ARTERIAL  
Project Sponsor: CITY OF SHEBOYGAN  
Urbanized Area: SHEBOYGAN MPO

The signatory, City of Sheboygan, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

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

**NEEDS AND ESTIMATE SUMMARY:**

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

**Existing Facility - Describe and give reason for request:** The existing facility is 2-4 lanes that are 12 feet wide. The cross section is urban. The pavement is a combination of PCC and HMAC on PCC which has transverse and longitudinal cracking and depressions. The facility was last improved in 1952 and 1983. It has curb and gutter, sidewalk, and bicycle accommodations. There is spot lighting. There is sub-standard horizontal alignment. There is a railroad facility within 1000 feet of the project limits.

**Proposed Improvement - Nature of work:** The proposed project is a reconstruction of the urban cross section. New concrete pavement, sidewalk, and curb and gutter will be constructed. Signals will be installed. Railroad improvements are proposed. Spot lighting will be installed. Permanent and temporary pavement marking and signing will be installed. Lateral and trunk storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: Sanitary sewer and watermain adjustments, storm sewer laterals and excavation, hauling and disposal of petroleum contaminated soil.

The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 74% federal funding up to a maximum of \$2,785,581 for all federally-funded project phases when the municipality agrees to provide the remaining 26% and all funds in excess of the \$2,785,581 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work

performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

| SUMMARY OF COSTS                    |                    |                    |            |                 |            |                    |            |
|-------------------------------------|--------------------|--------------------|------------|-----------------|------------|--------------------|------------|
| PHASE                               | Total Est. Cost    | Federal Funds      | %          | UNION PACIFIC   | %          | Municipal Funds    | %          |
| <b>ID 4996-01-78</b>                |                    |                    |            |                 |            |                    |            |
| Design                              | \$356,839          | \$267,629          | 75%*       |                 |            | \$89,210           | 25% + BAL  |
| State Review                        | \$89,203           | \$66,902           | 75%*       |                 |            | \$22,301           | 25% + BAL  |
| <b>4996-01-78 Subtotal</b>          | <b>\$446,042</b>   | <b>\$334,531</b>   |            |                 |            | <b>\$111,511</b>   |            |
| <b>ID 4996-01-80 Railroad</b>       |                    |                    |            |                 |            |                    |            |
| Crossing Surface                    | \$208,343          | \$40,000           | 44%*       | \$93,754        | 45%        | \$74,589           | 11%+ BAL   |
| <b>ID 4996-01-81 Railroad</b>       |                    |                    |            |                 |            |                    |            |
| Signals                             | \$297,227          | \$150,000          | 80%*       |                 |            | \$147,227          | 20% + BAL  |
| <b>ID 4996-01-79</b>                |                    |                    |            |                 |            |                    |            |
| Construction                        | \$3,424,198        | \$2,022,593        | 74%*       |                 |            | \$1,401,605        | 26% + BAL  |
| State Review                        | \$445,079          | \$238,457          | 74%*       |                 |            | \$206,622          | 26% + BAL  |
| Non-participating                   | \$123,481          | \$0                | 0%         | \$0             | 0%         | \$123,481          | 100%       |
| <b>4996-01-79 Subtotal</b>          | <b>\$3,992,758</b> | <b>\$2,261,050</b> |            |                 |            | <b>\$1,608,227</b> |            |
| <b>Total Est. Cost Distribution</b> | <b>\$4,944,370</b> | <b>\$2,785,581</b> | <b>N/A</b> | <b>\$93,754</b> | <b>N/A</b> | <b>\$1,941,554</b> | <b>N/A</b> |

\*The percentage of project costs covered by federal funding at approval, 74%, is based on TIP Committee Action. Due to the federal funding cap, which is \$2,785,581 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

|   |       |      |
|---|-------|------|
| Signed for and in behalf of: City of Sheboygan (please sign in blue ink.) |       |      |
| Title   | Date  | Name |
| Signed for and in behalf of the State:                                    |       |      |
| Name  | Title | Date |

**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All applicable DBE requirements that the State specifies.
  - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
  - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. Preliminary Engineering and design.
  - j. Management Consultant and State Review Services.
  - k. Other eligible rail items: Crossing surface and signals
5. The work will be administered by the State and may include items not eligible for Federal participation.
  6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

**MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the 2013-2048 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Real estate for the improvement.
  - i. Other 100% Municipally funded items: Sanitary sewer and watermain adjustments, storm sewer laterals and excavation, hauling and disposal of petroleum contaminated soil
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  - e. Provide complete plans, specifications, and estimates.
  - f. Provide relocation orders and real estate plats.
  - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - h. Provide maintenance and energy for lighting.
  - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
  - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state

and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

#### **LEGAL RELATIONSHIPS:**

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
- 21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### **PROJECT FUNDING CONDITIONS**

22. **Non-Appropriation of Funds:** With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. **Maintenance of Records:** During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

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

24. The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:
- a. ID 4996-01-78: Design is funded with 75% federal funding, when the municipality agrees to provide the remaining 25%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 75% with federal funding and 25% by the Municipality.
  - b. ID 4996-01-80: Costs for railroad crossing surface are funded with 44% federal funding when the municipality agrees to provide 11% and railroad agrees to provide the remaining 45%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
  - c. ID 4996-01-81: Costs for railroad signals are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
  - d. ID 4996-01-79: Construction:
    - i. Costs for roadway reconstruction are funded with 74% federal funding when the municipality agrees to provide the remaining 26%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
    - ii. Costs for this phase include an estimated amount for state review activities, to be funded 74% with federal funding and 26% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
    - iii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.
  - e. **Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$2,785,581**. This federal funding cap applies to all federally funded project phases.

[End of Document]

II

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

Submitting a Notice of Claim from Joe Bugarino regarding alleged damages to his transportation scooter when it hit a water service shutoff stop box protruding from the sidewalk.

*Finance +  
Personnel*

---

CITY CLERK

NOV 20 '18 PM 4:01

Claim# 20-18  
MKC

**NOTICE OF CLAIM**

TO: City Clerk Meredith DeBruin  
City of Sheboygan  
606 N. 9<sup>th</sup> St.  
Sheboygan, WI 53081

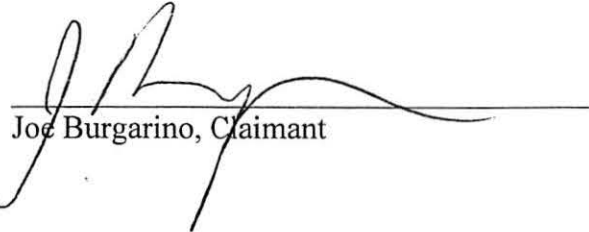
TO: Director of Public Works  
David Biebel  
Municipal Service Building  
2026 New Jersey Ave.  
Sheboygan, WI 53081

**NOTICE IS HEREBY GIVEN**, pursuant to Section 893.80, Wisconsin Statutes, to the City of Sheboygan, Sheboygan County, Wisconsin, and the above named officer(s), official(s), employee(s), or agent(s) thereof, that the person whose name and address is given below asserts a Claim against the City and the named officer, official, agent, or employee for damages, loss and injury resulting from the following events and circumstances which occurred on August 18, 2018 within one hundred twenty (120) days of this Notice:

City maintained sidewalk at 1635 Erie Avenue, Sheboygan, WI in a dangerous condition. Water service shutoff stop box protruding from sidewalk caused damage to transportation scooter (2018 Titan Hummer XL) in the sum of \$2,400.00. Claimant was operating said scooter on the sidewalk which had no markings indicating the dangerous conditions at the time the scooter crashed into the stop box.

CLAIMANT asserts the acts or omissions complained of were carried out under the authority of the City and were not the intentional or malicious acts of the named individuals or an exercise of legislative, quasi-legislative, judicial or quasi-judicial authority of the City.

Dated this 20 day of November, 2018.

  
\_\_\_\_\_  
Joe Burgarino, Claimant

Joe Burgarino  
703 High Avenue, Apt. 401  
Sheboygan, WI 53081

**CLAIM**

TO: City Clerk Meredith DeBruin  
City of Sheboygan  
606 N. 9<sup>th</sup> St.  
Sheboygan, WI 53081

TO: Director of Public Works  
David Biebel  
Municipal Service Building  
2026 New Jersey Ave.  
Sheboygan, WI 53081

Pursuant to Section 893.80, Wisconsin Statutes, the claimant, whose name and address is state below, hereby demands from the City of Sheboygan monetary and other relief to which it is entitled by law because of acts or omissions of the City and its officers, officials, agents, and employees.

The circumstances giving rise to this CLAIM are described in the NOTICE OF CLAIM served on the City on November \_\_\_\_\_, 2018.

Claimant demands monetary relief in the total sum of Two Thousand Four Hundred dollars (\$2,400.00), itemized as follows:

Damage to transportation scooter, 2018 Titan Hummer XL.

**TOTAL CLAIM: \$2,400.00**

Dated this 20 day of November, 2018.

  
\_\_\_\_\_  
Joe Burgarino, Claimant

Joe Burgarino  
703 High Avenue, Apt. 401  
Sheboygan, WI 53081

20 NOV 18

*[Handwritten signature]*

at CITY CLKs OFF

6064-

2051

II

R. O. No. \_\_\_\_\_ - 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*

\_\_\_\_\_  
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

II

R. O. No. \_\_\_\_\_ - 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*

\_\_\_\_\_  
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

II

R. O. No. \_\_\_\_\_ - 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 Place*

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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

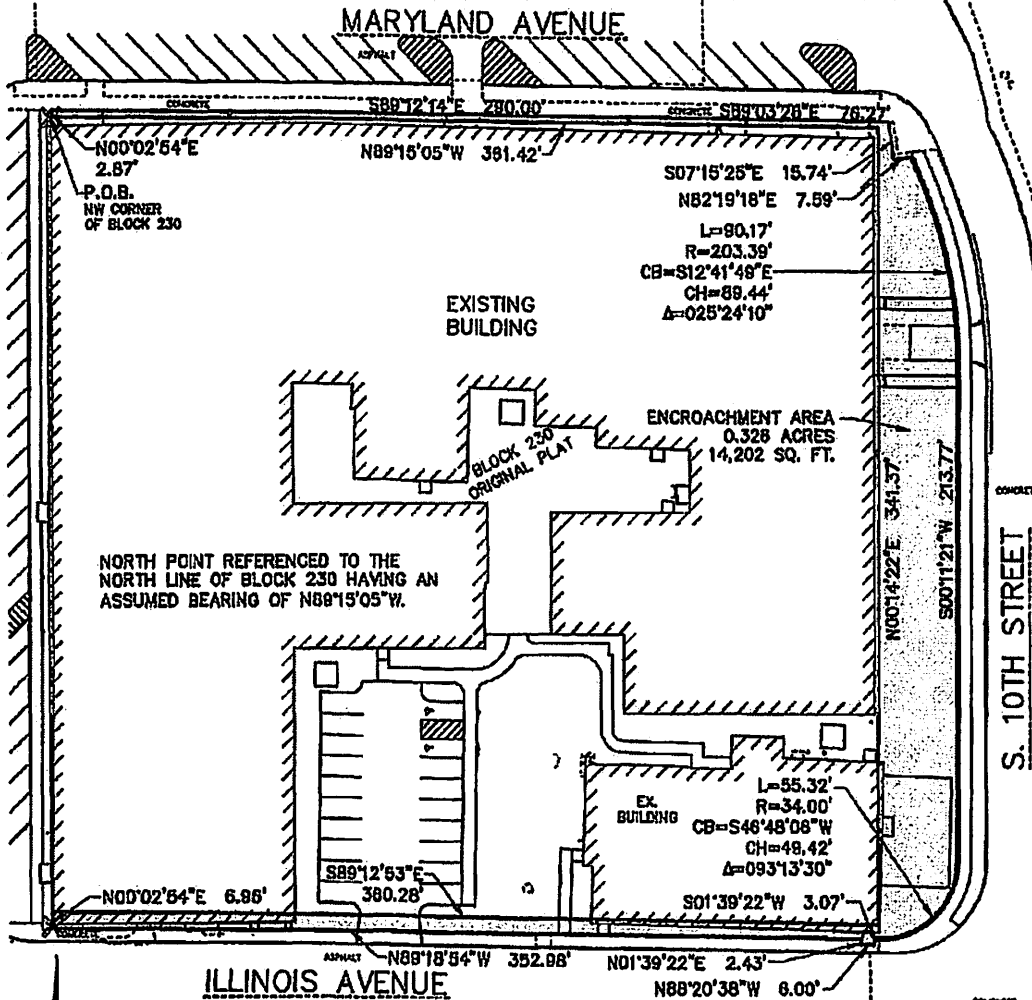
Enclosures: Encroachment Description Exhibit

**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 02°-18'-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'-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 352.98 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 361.42 FEET TO THE POINT OF BEGINNING.



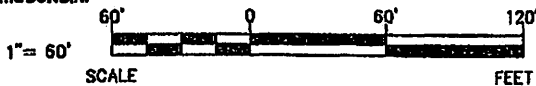
NORTH POINT REFERENCED TO THE NORTH LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF N88°15'05"W.

**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 26, 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

Always a Better Plan  
100 EMERGENCY DRIVE  
PO BOX 10416, WI 53133  
PHONE: (262) 345-0000  
FAX: (262) 345-0001

PROJECT NO. 1705480

II

R. O. No. \_\_\_\_\_ - 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*

\_\_\_\_\_  
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

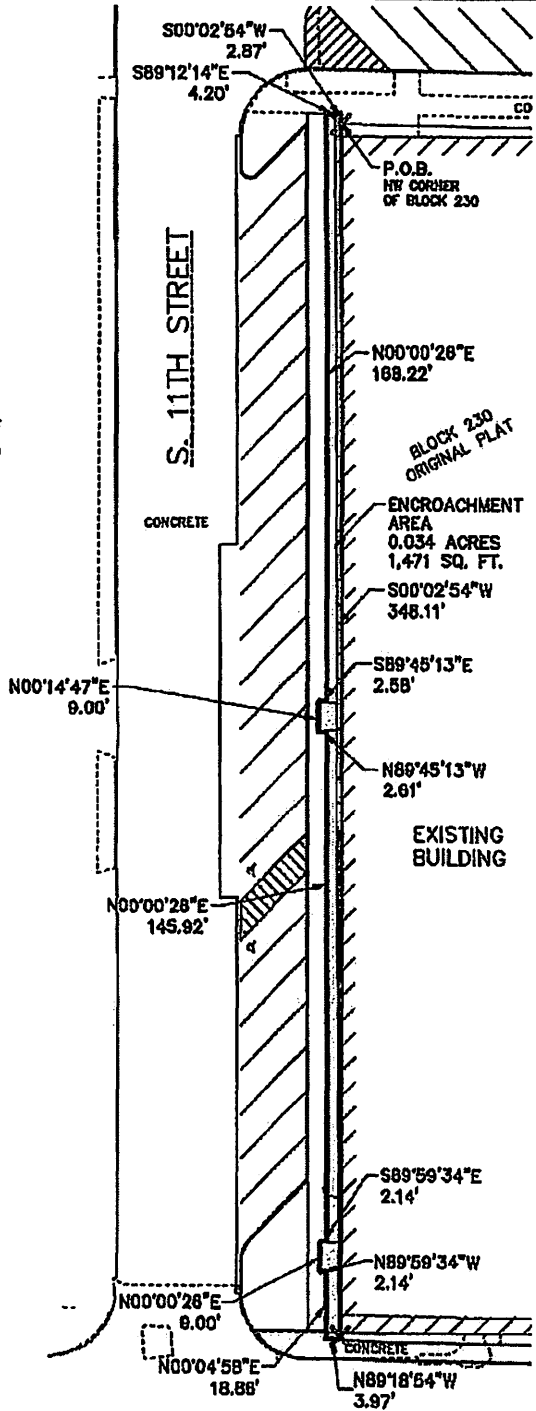
Enclosures: Encroachment Description Exhibit

**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'-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.

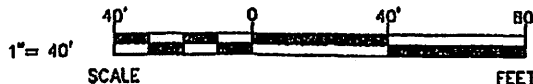


NORTH POINT REFERENCED TO THE WEST LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF S00°02'54\"/>

**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

Always a Better Plan  
 1201 CHALLENGER DRIVE  
 FOND DU LAC, WI 54603  
 PHONE: (920) 936-2600  
 FAX: (920) 925-0001

PROJECT NO. 1705480

II

R. O. No. \_\_\_\_\_ - 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*

\_\_\_\_\_  
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:**

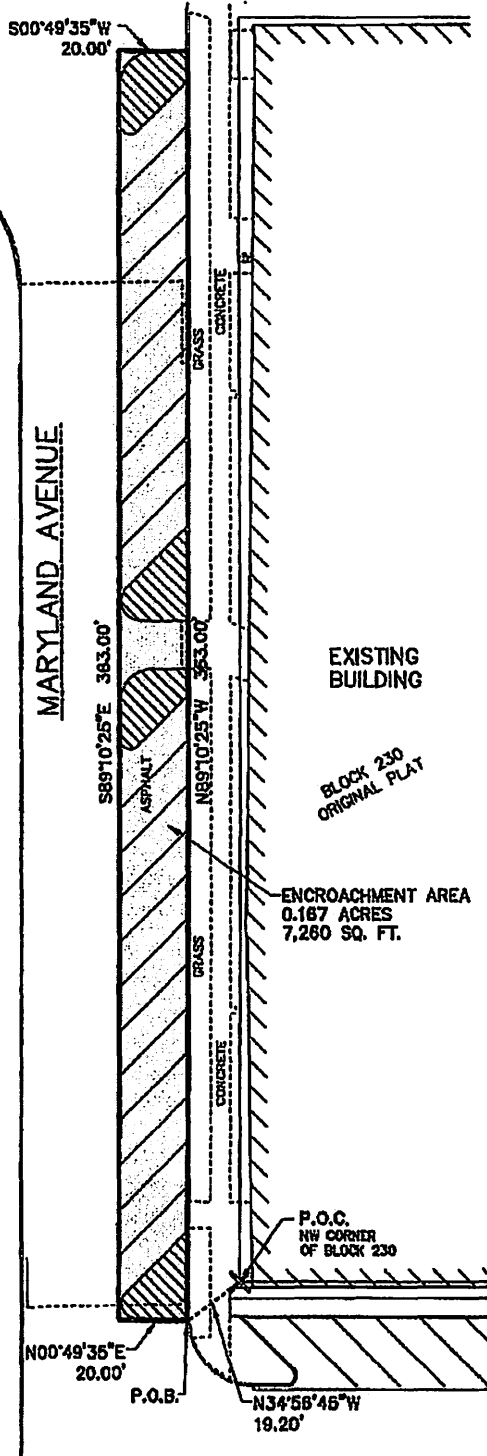
LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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°16'05"W.



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 S. AUGUST DRIVE  
PO BOX 20146  
PHONE: (262) 974-9600  
FAX: (262) 974-9001

II

R. O. No. \_\_\_\_\_ - 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*

---

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

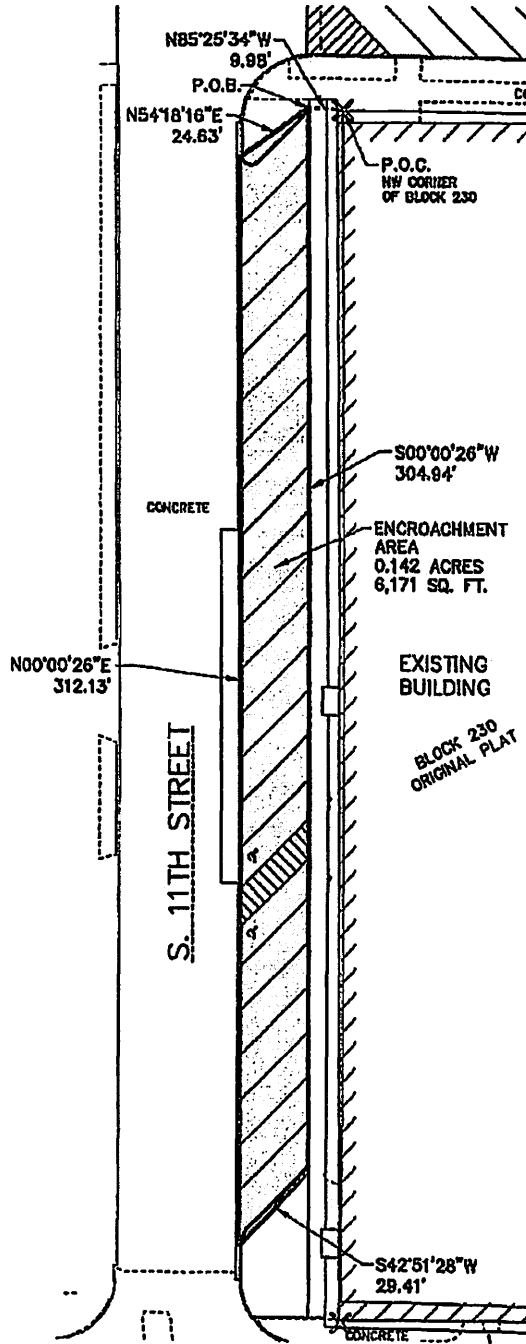
Enclosures: Encroachment Description Exhibit

**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'-28" EAST, A DISTANCE OF 312.13 FEET; THENCE NORTH 54°-18'-16" EAST, A DISTANCE OF 24.63 FEET TO THE POINT OF BEGINNING.

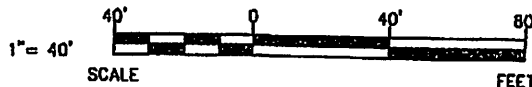



NORTH POINT REFERENCED TO THE WEST LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF S00°02'54\"/>

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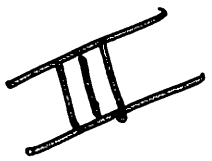
DATE: AUGUST 28, 2018  
 REV: NOVEMBER 28, 2018  
 SHEET 1 OF 1 SHEETS





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

Always a Better Plan  
 100 CAMELOT DRIVE  
 FOND DU LAC, WI 54603  
 PHONE: (715) 924-4000  
 FAX: (715) 924-0021



Res. No. \_\_\_\_\_ - 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*

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

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 A  
PARKING LOT PROPERTY

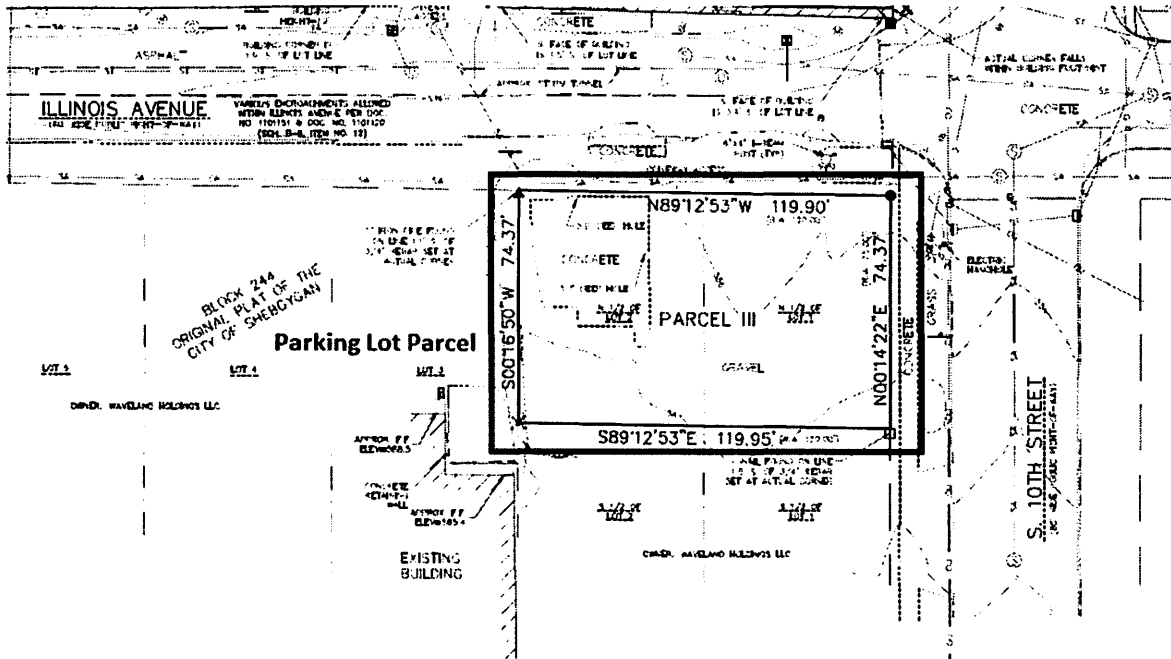


EXHIBIT B  
PARTNERSHIP PROPERTY

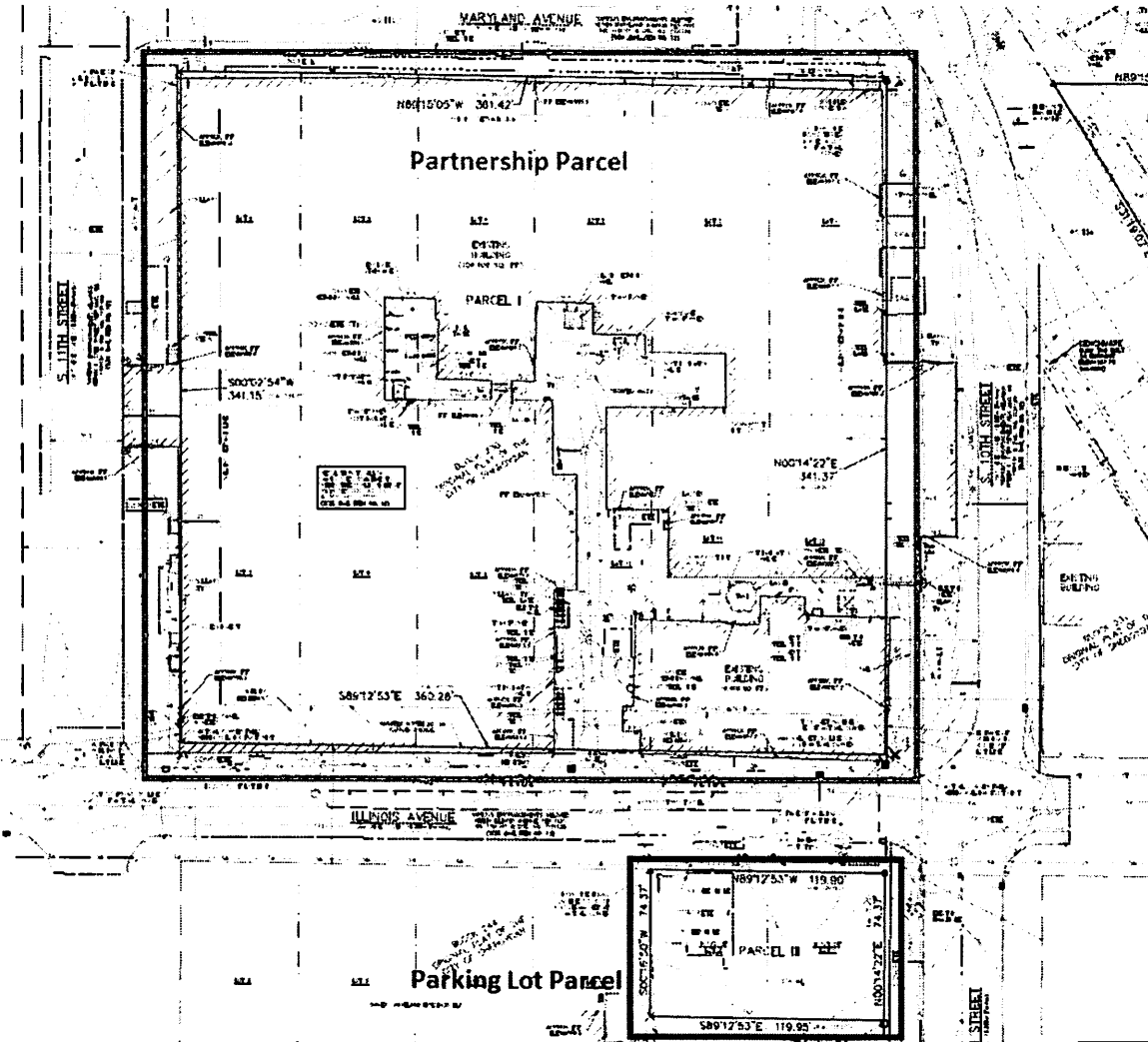
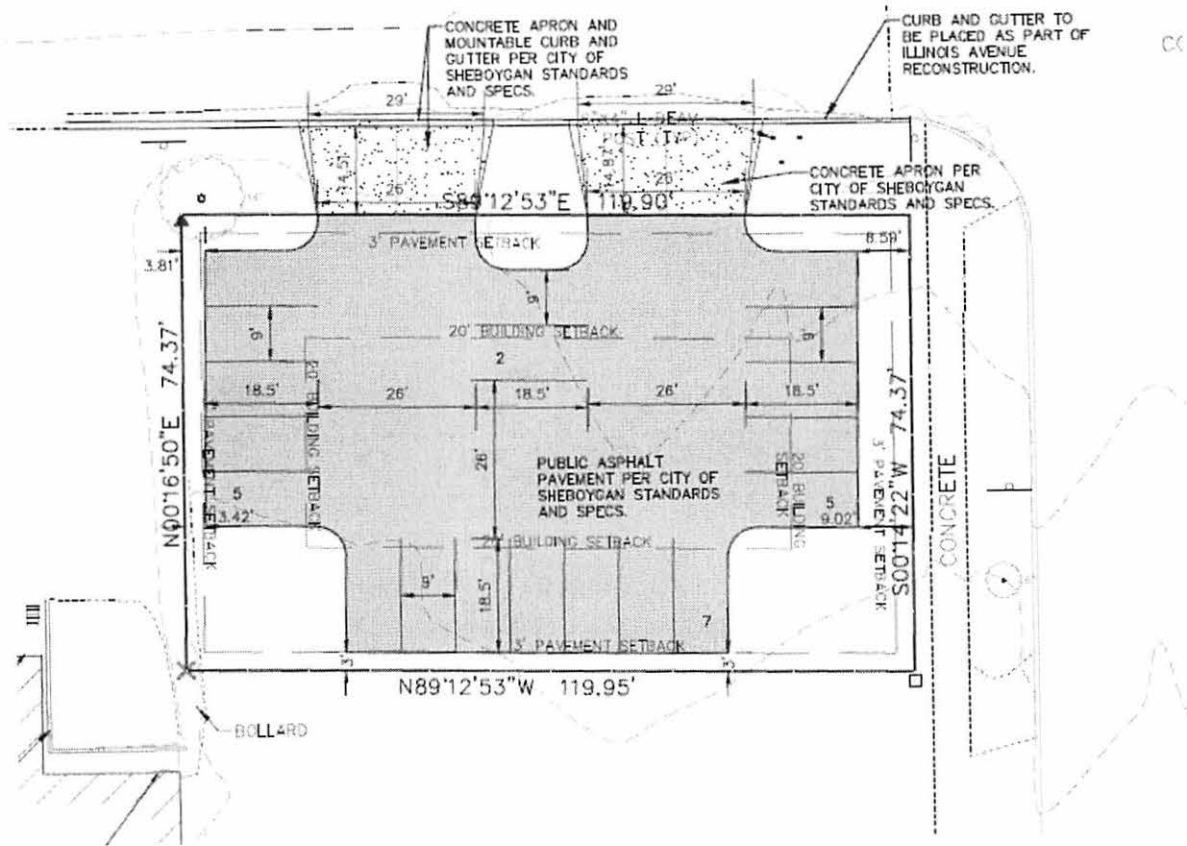


EXHIBIT C  
PARKING PLAN - ATTACHED



III

Res. No. \_\_\_\_\_ - 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.

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

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)

III

Res. No. \_\_\_\_\_ - 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*

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

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.  
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*

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

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

III

Res. No.     - 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*

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.

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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 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

\_\_\_\_\_

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\_\_\_\_.

\_\_\_\_\_  
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#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.

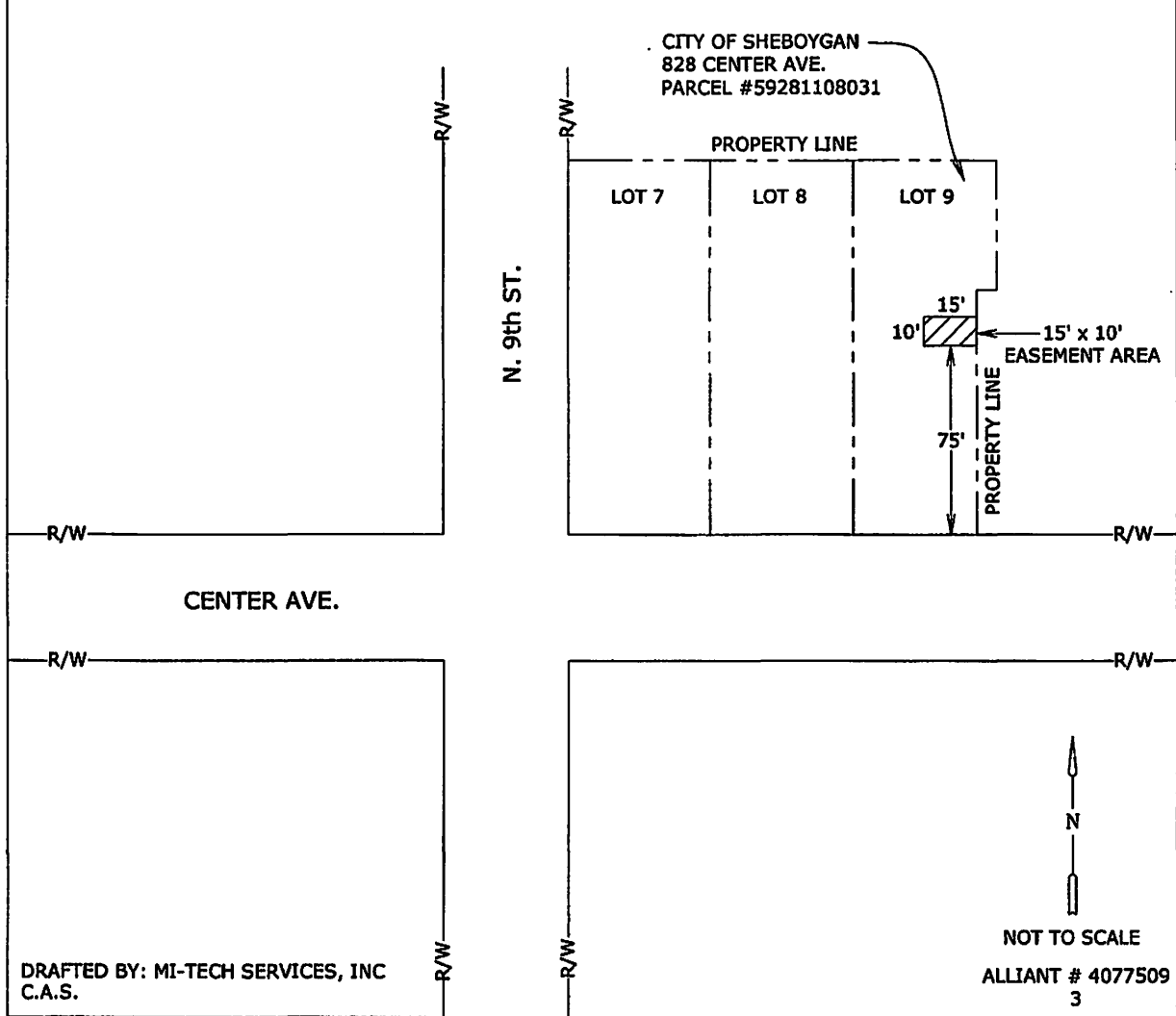
### EASEMENT AREA:

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.



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

NOT TO SCALE  
ALLIANT # 4077509  
3

III

Res. No. \_\_\_\_\_ - 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*

\_\_\_\_\_

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:

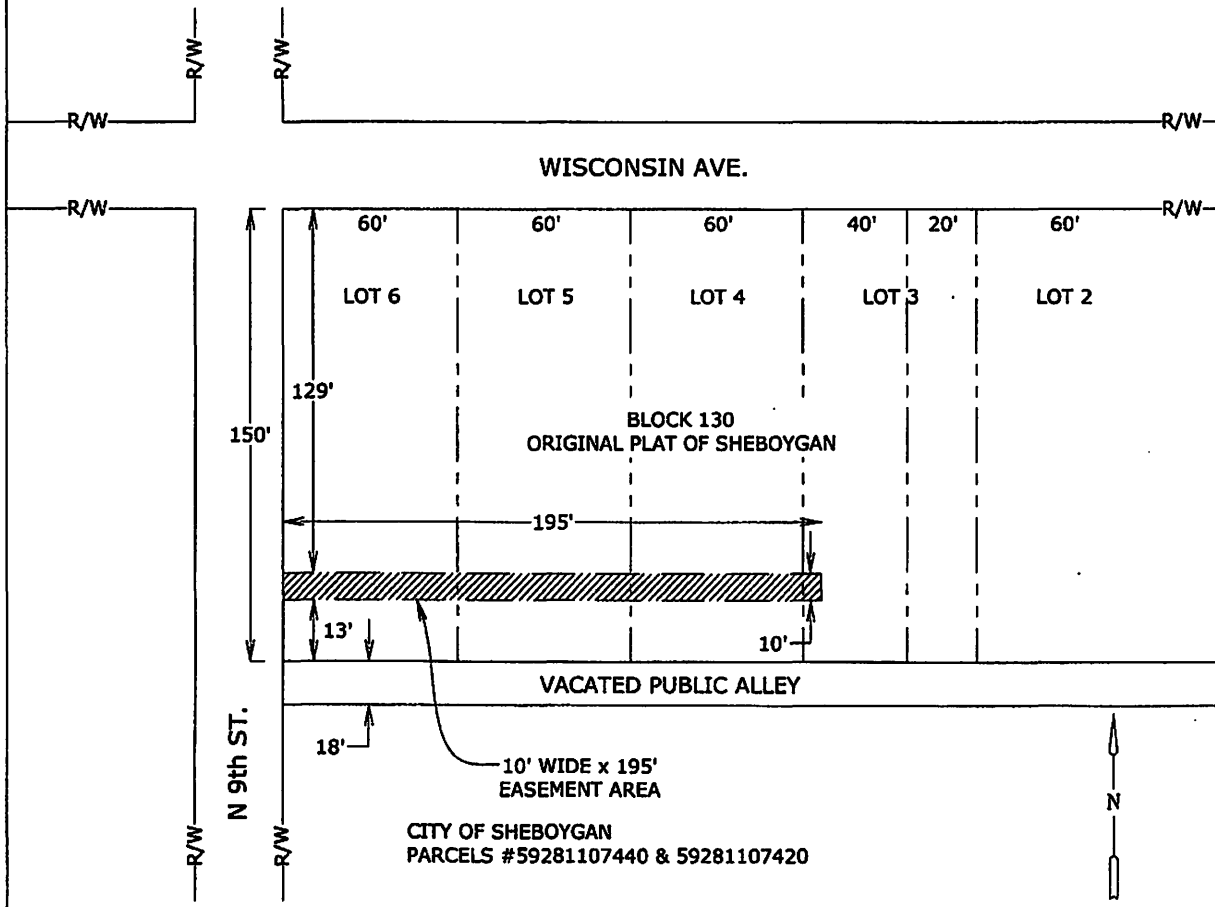
A strip of land Ten (10) feet in width and One Hundred Ninety-five (195) feet in length being a part of Lot Three (3), Lot Four (4), Lot Five (5), and Lot Six (6), all in Block One Hundred-Thirty (130) of the Original Plat of Sheboygan. The Southerly line of the easement is located Thirteen (13) feet 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 ¼) 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 FINANCE AND PERSONNEL COMMITTEE.  
December 3, 2018.

Your 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.

*ms*

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

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

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

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

III

4.2

Res. No. 129 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
November 19, 2018.

A RESOLUTION adopting the 2019 City of Sheboygan Compensation Program for Non-Represented Employees.

RESOLVED: That the Common Council hereby adopts the 2019 City of Sheboygan Compensation Program for Non-Represented Employees, a copy of which is attached hereto and incorporated herein.

*Finance/Personnel  
approve w/ amendments  
to Compensation Program*

*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



**CITY OF SHEBOYGAN**

**COMPENSATION PROGRAM**

**FOR**

**NON-REPRESENTED EMPLOYEES**



Resolution to Amend to Council: November 19, 2018

Agenda Item Finance and Personnel Committee: November 26, 2018

Approval by Common Council:

*(Replaces 2018 Non-Rep Compensation Program adopted by way of Subs. Of Res. 104-17-18)*

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**I. EXECUTIVE SUMMARY**

In 2017, the Common Council voted to follow that same concept adopted by many other public employers and other professional organizations, shifting to a “market-based” approach rather than a standard pay grade approach. This approach evaluates the position and determines the fair market value (also known as the “Control Point”) for an employee who is fully trained in the position. The second noticeable change is the accelerated fashion a new employee receives market value once trained.

**II. GENERAL COMPENSATION PHILOSOPHY**

The salary and benefits provided by the City of Sheboygan to its employees are to attract and retain the most qualified and competent individuals to perform and provide quality public services to the citizens of Sheboygan. For this reason, the City will provide salaries based on internal equity and external competitiveness.

**III. GENERAL PROGRAM DEFINITIONS**

**Department Head:** For all purposes defined under this program, department head includes the following officers: City Administrator, Chief of Police, Fire Chief, Director of Public Works, Director of Human Resources and Labor Relations, Director of Planning and Development, and Information Technology Director, Director of Parking and Transit, and Finance Director.

**Management Team Advisory Committee:** Depending on the issue needing guidance, this committee will be appointed as needed by the City Administrator and may include Department Heads, elected officials or other Non-represented departmental leaders.

**Employee(s):** Any active, permanent full-time or permanent part-time, non-elected, non-represented employee, not including seasonal, temporary, extra help, or permanent employees whose regular work schedules are under 600 hours per year.

**Employer:** The City of Sheboygan.

**Market Survey:** The gathering, compilation, and analysis of market pay information by the Human Resources Department, or any agency or service contracted by the Human Resources Department, in order to determine the salary ranges for each pay grade.

**Pay Grade:** A group of one or more classifications which have been assigned the same pay range for compensation purposes. All jobs in a pay grade have the same range minimum, midpoint, and maximum rates.

**Performance Appraisal Review:** The procedure used by the employee's supervisor and/or department head to evaluate the employee's performance during the calendar year.

**Program:** Except where another program is specifically referred to, the compensation program for Non-represented employees.

**Salary Range:** The pay range assigned to a specific pay grade, and which includes either a defined minimum, midpoint and maximum rate of pay, or a progression step and pay range maximum based upon comparable information.

#### **IV. ROLE OF THE HUMAN RESOURCES DEPARTMENT IN COMPENSATION ADMINISTRATION**

The Human Resources Department shall be responsible for the following compensation administration activities:

1. Developing, implementing, and monitoring organization-wide compensation policies, procedures and programs, and ensuring adherence to them.
2. Developing and maintaining current job analysis and job description information throughout the organization, continually monitoring changes to the jobs, and revising analyses and job descriptions as appropriate.
3. Providing analysis and recommendations to support the annual compensation policies to be made by the Common Council as described in Section VII or VIII.
4. Providing compensation administration reports and data needed for effective program review and control.
5. Developing recommendations for and implementation of approved pay rates, pay structures and pay practices; reviewing market data to determine changes necessary to ensure that the organization is competitive within the relevant municipal and private sector labor markets.
6. Ensuring compliance with wage and hour laws and regulations.
7. Consulting with external compensation consultants and/or experts, as well as internal managers, supervisors, and employees on compensation and performance management problems and issues.
8. Developing, implementing and monitoring performance management policies, procedures and programs. This includes developing and reviewing the effectiveness of performance appraisal activities and ensuring that employees receive timely and accurate appraisals.
9. Preparing updates to the compensation program document contained herein for council review and approval, and providing this information to all employees covered by the program.
10. Educating employees on the current compensation program.

#### **V. ROLE OF THE INDIVIDUAL DEPARTMENT IN COMPENSATION ADMINISTRATION**

The individual departments shall be responsible for the following compensation administration activities:

1. Ensuring that approved compensation administration policies, programs, and procedures are followed in all divisions within the department.

2. Reviewing and approving all job descriptions and ensuring that the Human Resources Department is informed of all new and changed jobs so that jobs can be re-analyzed and new job descriptions can be developed.
3. Reviewing each employee's performance at least once a year and recommending any salary increase deemed appropriate. This task requires discussing the performance review and rating with the individual employee and submitting the required appraisal forms to the Human Resources Department for review and discussion of pay adjustments.
4. Recommending revisions in compensation administration policies, procedures, and practices to the Director of Human Resources and Labor Relations when deficiencies and problems are identified.

**VI. ROLE OF THE MANAGEMENT TEAM ADVISORY COMMITTEE IN COMPENSATION ADMINISTRATION**

The role of the Management Team Advisory Committee in compensation is one of providing a broad-based review of, and input into, overall compensation activities. The Director of Human Resources and Labor Relations acts as Chairperson for personnel related matters.

The Advisory Committee will perform two (2) specific roles:

1. At the request of the Director of Human Resources and Labor Relations, provide counsel and assistance with regard to the integrity and effectiveness of the compensation program for non-represented employees;
2. Review and provide input into the annual major pay policy recommendations made by the Director of Human Resources and Labor Relations, before presentation to the Finance and Personnel Committee (see Section VII).

All recommendations of the Advisory Committee shall be non-binding to the Director of Human Resources and Labor Relations, and for matters which come before them, the Finance and Personnel Committee.

**VII. ROLE OF THE FINANCE AND PERSONNEL COMMITTEE IN COMPENSATION ADMINISTRATION**

The Finance and Personnel Committee shall be responsible for the overall administration of the compensation program in coordination with the Director of Human Resources and Labor Relations, the Management Team Advisory Committee, the Common Council and other appropriate resources.

The Finance and Personnel Committee performs the following functions:

1. Approves, subject to Common Council approval, annual recommendations made by the Director of Human Resources and Labor Relations, after input from the Management Team Advisory Committee, regarding major pay policy decisions including:
  - a. range adjustments

- b. across-the-board increases, (if applicable)
  - c. merit increase annual budget
2. Approves all modifications to the compensation program described herein, for final approval by the Common Council.

**VIII. ROLE OF THE COMMON COUNCIL IN COMPENSATION ADMINISTRATION**

Each year, the Common Council shall make three (3) major pay policy decisions:

1. How much, if any, pay ranges should be adjusted to be externally and internally competitive;
2. How much, if any, should be budgeted for across-the-board adjustments (if necessary to maintain internal equity);
3. How much should be budgeted for merit increases;

These decisions shall be made based on information and recommendations provided by the Director of Human Resources and Labor Relations, after input from the Advisory Committee, and approval of the Finance and Personnel Committee.

In addition, upon recommendation of the Director of Human Resources and Labor Relations and the Finance and Personnel Committee, the Common Council shall approve all changes to the overall compensation program described herein.

**IX. SALARY STRUCTURE**

The City salary structure consists of a specified number of salary ranges for which range minimum, midpoint, and maximum rates of pay are established.

**MINIMUM RATE**

The salary for any employee shall not be less than the minimum established for their pay grade provided the minimum requirements of knowledge and/or certification of the position are met.

**MIDPOINT RATE (ALSO KNOWN AS THE MARKET RATE OR CONTROL POINT)**

The midpoint of a range is typically the comparable market average pay for a position.

**MAXIMUM RATE**

The maximum rate, the top rate for a pay grade, is the maximum salary the City will pay a position. The base salary for any incumbent shall not exceed the maximum rate established for his/her pay grade. Upon implementation of this pay plan, an employee receiving a salary at or in excess of the maximum rate will not be eligible for a pay adjustments until their rate of pay falls below the maximum for the pay range. At that point, the employee is eligible for the amount identified for their performance, not to exceed the top of pay for the position.

Assignment of classifications to the proper salary range is based on the market analysis results described in Section XI.

The salary structure shall be reviewed once each year, and may be adjusted by the Finance and Personnel Committee based on recommendation of the Director of Human Resources and Labor Relations. This recommendation will be based on the following factors:

1. Known or reasonably anticipated range adjustments for the next year reported by comparable employers used in the market analysis;
2. Analysis of economic conditions faced by the City Government (e.g. loss of shared revenues); and
3. Range adjustments occurring in the City's union contracts or reasonably anticipated by the Director of Human Resources and Labor Relations.
4. The Consumer Price Index (CPI) as determined by WDOR (Wisconsin Department of Revenue)

Achieving consistency with the City's stated pay policy (see Section X. A.) and consideration of the above four (4) factors will be the basis of the recommendation.

## **X. EXTERNAL RELATIONSHIP**

### **A. POLICY**

The City's policy is to place its total salary practice at or near the prevailing market practice for jobs of similar content within the City's chosen market as defined herein. The City's policy includes a desire to provide salary advancement opportunities which recognize changes in the economy, differences in performance, and salary levels which are fair compared to the City's internal market (pay levels in the union groups) and local private sector like positions.

### **B. SALARY SURVEYS**

The City's objective is to maintain a level of pay that is competitive with the level of pay for similar skills in other similar public jurisdictions and private sector for which it competes for employees in the marketplace. The City achieves this competitiveness through a systematic method of determining what other jurisdictions in its market pay.

Specific external relationships shall be determined in general every three (3) years, or for a specific job whenever:

1. A salary range midpoint of a classification is insufficient to attract qualified candidates for employment;
2. A continuing turnover pattern in a classification can be directly linked to established compensation levels; or
3. Management deems that specific external relationships must be examined.

**C. COMPOSITION OF THE MARKET**

The City of Sheboygan recognizes the importance of correctly surveying the market, in order to:

1. Set pay levels which attract a sufficient quantity of qualified applicants to fill open positions.
2. Retain its high-performing, valuable employees over time, in order to recoup training investments, optimize organizational effectiveness, and minimize unwanted turnover.

Market data shall be gathered directly from other cities through public information requests or as part of a participant or direct consultation of other qualified surveys which include, but are not limited to, the following jurisdictions:

|            |           |            |             |
|------------|-----------|------------|-------------|
| Appleton   | Beloit    | Eau Claire | Fond du Lac |
| Janesville | Manitowoc | Oshkosh    | LaCrosse    |

These jurisdictions were selected based on one or more of the following criteria: similar populations; similar per capita income; and proximity to Sheboygan. The City shall periodically re-examine the appropriateness of the market base should circumstances arise which the City believes merit the need for such a re-examination.

**D. MARKET ANALYSIS PROCESS**

As required, the Human Resources Department will work with the department heads to update position descriptions. At a minimum, the position descriptions will contain the following information:

1. Purpose of position.
2. Description of essential functions of the job.
3. Description of marginal functions of the job.
4. Statement of required education and experience.
5. Description of knowledge, skills, and abilities required for the job.

A survey instrument will be created which includes short descriptions of each job and asks for relevant market data including, but not limited to, range minimums, midpoints, maximums, and actual rates. The survey will be sent to the market jurisdictions, with follow-up contacts as necessary. Every reasonable attempt will be made to obtain this information.

1. The Director of Human Resources and Labor Relations will gather pay data from relevant positions within the City's current workforce as a comparable – that is the "internal market".
2. Relevant market data will also be reviewed with both municipal and private industry employers in the area. Wherever possible, the City of Sheboygan will participate in qualified surveys being performed either through other municipalities or will hire an outside agent to perform a survey if necessary. In addition, the Human Resources Department will perform a direct information search, gathering applicable data directly from other municipalities through a public information data request.

3. An adjustment shall be made, if necessary, to the compiled data so that survey information is relevant for the applicable year.

## **XI. ASSIGNMENT OF POSITIONS TO SALARY GRADES**

### **A. POLICY**

It is the intent of the City to provide a compensation program which relates the pay ranges for its classifications to the pay practices in the defined market. Therefore, the assignment of classifications to pay grades within the pay structure shall be based on market data whenever possible.

### **B. PROCESS**

The Director of Human Resources and Labor Relations shall place positions into the appropriate salary grade where the midpoint of the grade is closest to the "market estimate" pay rate identified through the survey process. The market estimate rate, which could also be referred to as the prevailing rate in the market, is the calculated rate of pay which most closely approximates the worth of that position in the market at the time of the survey.

In an effort to maintain internal equity within the pay structure, the Director of Human Resources and Labor Relations shall identify the appropriate pay grade for positions for which there are insufficient market data using reasonable comparison of such jobs with other City jobs.

The assignment of classifications to pay grades shall be recommended by the Director of Human Resources and Labor Relations and approved by the Finance and Personnel Committee. No employee's salary will exceed the maximum rate in his/her assigned salary range. If assignment to a grade leads to this occurrence, the situation will be resolved as described in Section XII, letter B,7.

At any time, when the applicable criteria indicate the need for a focused market analysis of a specific classification, the relevant market data from the City's market base shall be examined. Should the market data establish the need for a different pay grade assignment, the Director of Human Resources and Labor Relations make such recommendation to the Finance and Personnel Committee for approval.

In some cases, the City may determine that a different market base is warranted, given the specific circumstances of the position and the current market conditions.

## **XII. WAGE AND SALARY GUIDELINES**

### **A. POLICY**

The City recognizes the importance of consistency in determining wages and salaries for its employees. The intent of this policy is to provide guidelines for department heads to follow in the case of a new employee or change in employee status.

## **B. GUIDELINES**

### **1. Salary Offers to New Employees**

Once the best-qualified candidate for the position is identified, the Department Head and Director of Human Resources and Labor Relations will determine the starting salary that will be offered to the individual. The Department Head or Human Resources Department shall make a conditional offer of employment to the candidate (conditional offers inasmuch as they are contingent on the City of Sheboygan's verification of reference information, completion of any background check, successful completion of any post-offer medical examination/drug screen, and submission of satisfactory employment eligibility documentation required by law and approval by the Finance and Personnel Committee).

The Human Resources Director shall have the authority to approve a salary offer at or above up the control point for the position, with approval from the City Administrator for offers at or above midpoint of the salary range. Any recommendation which exceeds this amount must be approved by the Finance and Personnel Committee. Such recommendations should be based on employment market realities and/or individual qualifications. Because the salary range minimum rate for each grade is linked to the midpoint but does not automatically represent the amount for which individuals can be attracted to public service, some flexibility in setting hiring levels may be necessary to remain competitive.

The following guidelines shall apply to these situations:

- a.) Given the law of supply and demand, once a candidate is chosen, the employee's current rate of pay or most recent rate will be taken into consideration at the time an offer is made.
- b.) Generally speaking, applicants who do not fully meet or barely meet the minimum education and/or experience requirements may be hired lower than the range minimum for the pay grade in which their position has been placed. Applicants in the category must demonstrate a propensity to gain the necessary skills within a reasonable time. (An example may be driver who needs a CDL to perform a certain position and is actively enrolled in a training program at the time an offer of employment is made. The new employee may be hired less than the minimum pay until the driver becomes certified with a CDL, at which time the employee will be brought to the minimum pay for the position.)

### **2. Salary upon Promotion**

A promotion is defined as a change by an employee from one position to another which has a higher salary range. At a minimum, promoted employees shall be placed at either the minimum rate in the new salary range, or maintain their current salary, whichever is greater. Every promotion is unique. A reasonable approach will be taken to provide an appropriate incentive for the chosen candidate. All promotional salary offers must be approved by the Director of Human Resources and Labor Relations. Often times, no immediate salary increase is awarded because the employee is already being paid within the range. However, the employee may become eligible for additional accelerated merit increase due to the new salary grade.

### **3. Salary upon Demotion**

When an employee is unable to perform the position they hold, they will either be laid off or demoted. Each situation is unique as it depends on availability of additional positions and/or the employees qualifications. Generally, if an employee is demoted, they will experience a pay reduction. The demoted employee will need to demonstrate the ability to perform the essential functions in a new position and will be paid an appropriate level of pay considering their abilities and the pay scale of the new position.

### **4. Salary upon Transfer**

An employee who transfers or is transferred from one classification to another classification in the same pay grade shall receive no salary adjustment, provided the transferred employee can perform the essential functions of the new position.

### **5. Salary upon Change in Pay Grade Due to Market Survey Analysis**

When, as a result of the market survey analysis periodically undertaken by the City, an employee's classification is placed into a different pay grade, there will be no salary adjustment. If the employee's present salary is at the top pay for the grade or more than the new range maximum, the employee will not be eligible for an increase to his/her base pay while his/her salary equals or exceeds the range maximum.

### **6. Equity Adjustments**

Pay is market driven. Equity adjustments are available, typically in the form of a one-time adjustment to realign the employee's salary to market value for the position.

### **7. Part-Time Employment**

Part-time employees are those in which the employee is normally scheduled to work less than forty (40) hours in a work week. This includes intermittent positions working up to eight (8) hours per day on an irregular and uncertain schedule which alternately begins, ceases, and begins again as the needs of the City require. Part-time employees shall be hired at a pay grade which is equivalent to or compatible with the hiring rates established for similar full-time classifications. Permanent part-time employees shall be eligible for salary increases under the same manner as full-time employees

## **XIII. COMPENSATION ADMINISTRATION**

### **A. POLICY ON SALARY INCREASES**

The purpose of the City's pay increase policy is to establish and maintain an appropriate relationship between an employee's performance and pay. The system provides management with a mechanism to recognize individual accomplishments and to relate them to pay increases. The Merit Adjustment Program is intended to reward employee growth in a job as well as to differentiate in levels of performance and contribution.

Generally speaking, temporary and/or seasonal part-time employees may be paid at market rate due to the temporary nature of the position, even with returning employees. The position may or may not qualify for an increase from one year to the next.

The City's pay increase policy is designed to attract and retain high-quality employees, to reward employees in accordance with performance on the job, and to motivate employees to their highest level of performance. Above all else, the City treats its employees as individuals and as

members of the team by allowing employees to influence their pay opportunities through performance on the job.

Employees are encouraged at all times to work to the best of their abilities, to find ways to eliminate unnecessary work, and to discuss with their supervisor how tasks can be better performed. The result of employee contribution is a more productive City government -- a City more able to meet its obligations to the citizenry, respond to changes in technology and in the workplace, and a City that understands and satisfies the needs of its customers. The City's success and its ability to support its compensation practices depend on employee efforts and contributions.

## **B. PERFORMANCE EVALUATION**

The City of Sheboygan recognizes the importance of recognizing an employee's efforts and follows a merit increase program where an employee's pay is affected by their performance.

Each employee will receive a performance review every 12 months. The review will be performed during the last quarter of the calendar-year with any identified increase to be effective January 1, 2019.

The review form has four categories of performance: Unacceptable, Below, Successfully Achieved and Exceeds. Exhibit #3 is one example of an acceptable yearly performance evaluation. Electronic evaluations may also be utilized. In addition, the position of the City Administrator may have an evaluation form that is unique to the position, as governed by the Finance and Personnel Committee and the direction and approval of Common Council.

Goals are also established during the evaluation process, primarily by the supervisor with input from the employee. Wherever possible, goals are SMART (Specific, Measurable, Attainable, Relevant, and Time-bound). Supervisors and/or Department Heads and the employee need to document the employee's goals for the upcoming evaluation year, and may use one of two goals template listed in Exhibit #4.

## **C. MERIT ADJUSTMENTS BASED ON PERFORMANCE EVALUATIONS**

Merit adjustments are granted to employees to encourage efficiency and to reward performance when the City's economic conditions permit. Merit increases are not automatic; nor does an employee acquire any right to an increase because of length of service or time in a job. Merit adjustments are based upon his/her supervisor's appraisal of the employee's performance in relation to established performance standards and goals. A merit adjustment should reflect a performance level that has been consistently demonstrated over a meaningful period of time, typically 12 months. If merit adjustments are awarded to the employee based on their performance, any pay increase will be issued on January 1.

### **1. Establishment of the Merit Increase Budget**

The overall funding for the Merit Increase program budget shall be determined by the Common Council on an annual basis, following recommendation by the Director of Human Resources and Labor Relations, and supported by the Finance and Personnel Committee. The size of the budget will be based primarily on the economic conditions currently experienced by the City and any other factors deemed relevant by the Common Council.

## **2. Merit Increase Amount**

Once the budget has been approved, it is up to each supervisor and/or department head to approve the amount granted to the employee. The City establishes the percentage guidelines in the merit adjustment on an annual basis and the amounts, therefore, are subject to change. A reserve amount will be set aside for merit increases, but the actual amount available as a percent increase will be determined the calendar year.

All merit increase adjustments shall be based on documented performance with higher increase percentages being reserved for performance that has overwhelmingly exceeded performance expectations. The actual size of the merit increase shall follow the percentage guidelines in the Merit Adjustment Schedule found in Exhibit #5. All merit adjustment requests made by department heads for individual employees are subject to appropriate documentation which is reviewed by the Human Resources Director.

The City shall review the merit adjustment amount every year. This review will be conducted by the Director of Human Resources and Labor Relations with approval with the Finance and Personnel Committee. All changes to the schedule shall be subject to the approval of the Common Council.

## **3. Merit Adjustments Applied to Current Salary**

The merit adjustment percentage will be applied directly to the employee's current salary. Salary ranges will be reviewed periodically to insure the City's pay ranges remain competitive while the merit adjustment schedule is reviewed annually. Base wage adjustments provides newer employees and those in the lower part of the wage scale the opportunity to reach the midpoint, or fair market value, at a rate which reflects their job performance. (i.e. the better the performance the faster they reach the midpoint). It also allows above average and outstanding performances to exceed the midpoint which would be expected for employees who constantly perform at those levels, as well as those who either have greater experience levels when starting the position or those who have a greater length of time on the job.

## **4. Frequency of Merit Reviews**

Consideration for merit adjustments shall be once every twelve (12) months during the final quarter of the calendar year, with any identified pay increase effective the first payroll (or thereafter) of the next calendar year.

### **A. Employees Returning from a Leave of Absence or Rehired**

If an employee is off work on a qualified Leave Of Absence at the time the performance evaluation and applicable merit or incentive increase is due, upon return from leave to "active duty", the employee will receive any identified increase effective from the first date returned to active duty. Employees not returning to work, that is, employees who do not return to active duty, are not eligible for retroactive pay.

## **5. Performance Appraisal Review Procedures**

All employees shall be evaluated by their department head a minimum of once per year. The employee's supervisor shall evaluate each employee's performance for the period following the employee's last performance appraisal review and recommend a merit adjustment for the employee that is consistent with the established merit adjustment amount, using either a

manual performance appraisal process (Exhibit #1) and appropriate form (Exhibit #3), or utilizing the on-line review process in MUNIS. In addition, the employee will be provided a feedback opportunity by completing an Employee Questionnaire Form (Exhibit #2) or completing the on-line questionnaire.

**6. Delayed or Denied Merit Adjustments**

Department Heads may deny or delay merit adjustments if employees are not performing in a fully capable manner. When merit adjustments are delayed or denied, a plan of action for improvement and a target date shall be set by the supervisor. Special performance appraisals are conducted when improvements have been noted or when the target date has been reached. Under no circumstance shall the period of time be shorter than three (3) months or longer than the employee's next scheduled review date. If the employee is then performing in a fully capable manner, the merit adjustment deemed appropriate by the Department Head may be granted. No adjustment shall be given on a retroactive basis, however. The decision to grant or deny a delayed merit adjustment must be made within thirty (30) days of the employee's review date. Employees normal review dates are not advanced by this denial/delay.

**7. Performance Appraisal Appeal Process**

Following a completed Performance Evaluation, the supervisor will notify the employees of the appropriate merit adjustment. If the employee is not in agreement with the merit adjustment identified, the employee may request a meeting with the Department Head. If the employee continues to be dissatisfied, the employee may request a meeting with the Director of Human Resources and Labor Relations. A final appeal will be allowed in front of the City Administrator. The employee will need to complete a *Notice of Evaluation Appeal Form* (Exhibit#6) which is then submitted to the Director of Human Resources and Labor Relations who will submit the Notice of Evaluation Appeal Form to the City Administrator. The City Administrator will schedule a meeting with the employee and the employee's Department Head to hear the employee's appeal, after which the City Administrator will either confirm the recommended merit adjustment or approve a new merit adjustment for the employee based upon additional objective facts. The decision will be confirmed in writing to the employee, and this decision shall be final. This appeal shall not, in any way, affect the employee's position within the department or as an employee of the City of Sheboygan.

**8. Retroactivity**

Employees terminating employment for any reason prior to Common Council adoption of an adjustment to the compensation, employment are not entitled to any retroactive application of that adjustment.

**9. Employee and Management Training**

The Human Resources Department shall conduct periodic training on the performance appraisal process to all supervisors, managers, and department heads responsible for conducting appraisals. The Human Resources Department will conduct periodic employee training on the performance management program in general, particularly if changes to the program occur.

#### **XIV. COMPENSATION PROGRAM REPORTING**

##### **A. POLICY**

The interests of the Common Council are best served by management reports which accumulate all costs and related information needed in their role as policy-makers who are ultimately responsible for the compensation program. These reports shall be facilitated by the Human Resources Department which will be responsible for compiling, summarizing and presenting the information to the Finance and Personnel Committee and Common Council.

##### **B. PROCESS**

The report shall be done on an as-needed basis, often as part of the budget process for the next year, and will contain the following information:

1. A breakout of requested annual adjustment dollars by component:
  - a. Merit Adjustments
  - b. Equity Adjustments
2. Assurance through Human Resources Department review that all employees have been evaluated.
3. A confidential report on the distribution of performance ratings.
4. Any other information deemed pertinent by Common Council.

#### **XV. PLAN COMMUNICATION AND MANAGEMENT TRAINING:**

The City recognizes the importance of ensuring that all employees are fully knowledgeable about the details of the compensation program. To that end, the Human Resources Department shall be responsible for the following actions:

1. Preparing and distributing plan information for all new employees as part of the orientation process.
2. As program changes occur pursuant to Common Council action, preparing information and holding meetings with employees to review all changes, and preparing and distributing individual notification to employees regarding any changes to their compensation. If minor changes are made, or if the change of the Non-Represented Compensation Program consist primarily to identify differences in the merit adjustment guide and/or pay scale, the Human Resources Department will distribute communication via posting a memo with the changes, either in a department or transmitted through intranet communications.

The City also recognizes the need to provide supervisors, managers, and department heads with details of the compensation program and their important roles in its administration. To this end, the Human Resources Department shall be responsible for providing new, and updating current supervisors, managers, and department heads thorough training in the areas of:

1. City compensation policies and procedures.
2. Sound pay-for-performance practices and City compensation techniques such as the use of pay increase guidelines.
3. Use of the budgeted merit adjustment and methods for forecasting increases.
4. Use of planning worksheets which include individual employee's past performance rating history, past raises, and timing of these raises, to provide the information to allow increases to be based on long-term performance opposed to short-term changes.

## Exhibit #1 Performance Evaluation Process



### Performance Evaluation Process

On-going organizational success depends on the intellectual capital within the organization. This program is a critical strategic tool for attracting and retaining qualified employees to sustain our organization and ensure that our employees are achieving their own personal development goals.

- Step 1: Department leaders need to identify current and future needs within their department, as well as needs within other departments they affect. Once that's completed, goals need to filter throughout the department. Employees may utilize either a "Goals Template" or the second page of the Performance Evaluation Form. If MUNIS is utilized, employees may upload their goals in the narrative section of the evaluation process.
- Step 2: Approximately 3 weeks prior to the evaluation, manager should provide employee with an Employee Questionnaire Form. The employee needs to complete the questionnaire and return to the supervisor prior to the performance evaluation.
- Step 3: Performance Evaluation. On a yearly basis, supervisor need to evaluate the performance of the employee. There are 4 general categories to describe the employee's performance:

4. **PERFORMANCE EXCEEDS EXPECTATIONS** - A level of accomplishments that overwhelmingly go beyond reasonable but demanding standards of performance, particularly in the key areas of responsibility. This employee consistently demonstrates an exceptional level of achievement and an demonstrate how this was accomplished.

3. **PERFORMANCE SUCCESSFULLY ACHIEVED EXPECTATIONS** - A level of performance that clearly achieved all major requirements of the position. It reflects good, solid performance expected of those who possess the necessary education, training, and experience for the job. This rating applies to those employees who consistently perform in an effective and professional manner.

2. **PERFORMANCE NEEDS DEVELOPMENT / IMPROVEMENT** - Often a rating reflective of a new employee to the organization or the position, this rating reflects the need for development as not all performance fully meets the requirements of the position. The need for further development and improvement is clearly evident.

1. **UNACCEPTABLE PERFORMANCE** - A level of performance which is clearly below minimum job requirements, even when close supervision has been provided. Performance must significantly improve within a designated period of time if the employee is to remain in the position.

- Step 4: See the Merit Adjustment Schedules to determine what, if any, eligibility the employee has for a pay increase or lump sum payout based on their overall performance for both a merit increase and an incentive bonus. Complete the Merit Adjustment Form, attain appropriate signatures and forward all completed forms to Human Resources.

Throughout the year, Implement the formal and informal development opportunities through a combination of mentoring, coaching, job rotation, traditional educational programs, seminars and on-line learning solutions.

Exhibit #2  
Employee Questionnaire Form



**Performance Evaluation Process**  
***Employee Self Evaluation Questionnaire***

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


Position \_\_\_\_\_ Evaluation Period \_\_\_\_\_

As a part of the evaluation process, use this form to review, describe, and evaluate your job performance over the past evaluation period. Share this form with your supervisor prior to your evaluation meeting for submittal with your annual performance evaluation for your file.

1. What were your most significant work-related accomplishments? (Include projects, assignments, new skills or knowledge gained.)
2. How do these accomplishments relate to your key responsibilities and goals for you and our department?
3. What goals were identified to be accomplished but you were unable to achieve and why?
4. What are your goals for the next evaluation period?
5. How will you accomplish these goals? And when do you anticipate completing them?
6. What do you need to accomplish these goals?
7. How can your immediate supervisor and/or management do to help you to accomplish your goals or work more effectively and support your position?
8. What additional training or development would help you improve and/or enhance your work performance?
9. What feedback or suggestions do you have to improve our department or City employment?

### Exhibit #3

## Sample Performance Evaluation Form / Competency Ratings (Form or electronic evaluation in MUNIS)



### Yearly Performance Evaluation

Name: \_\_\_\_\_  
 Job Title/Grade: \_\_\_\_\_  
 Change Rate from \_\_\_\_\_ to \_\_\_\_\_

Clock: \_\_\_\_\_  
 Dept: \_\_\_\_\_  
 Eff. Date: \_\_\_\_\_

|   | <b>UNACCEPTABLE</b><br><small>Not Competent in Position</small>  | <b>BELOW</b><br><small>Working toward Competency in Position</small>   | <b>SUCCESSFULLY ACHIEVED</b><br><small>Competent in Position</small>   | <b>EXCEEDS OVERWHELMINGLY</b><br><small>EXCEEDED EXPECTATIONS</small>   | COMMENTS: |
|---|--|--|--|---|-----------|
| <b>Quality of Work</b><br><small>Measures the ability of the employee to meet quality standards.</small>  | <u>Many mistakes.</u><br>Repeated occurrences of careless work and excessive rework require rework of assignments.       | <u>Needs improvement.</u><br>Higher than normal amount of rework.  | <u>Successfully Achieved.</u><br>Solid performance. Work seldom requires rework.                                     | <u>High quality.</u><br>Consistently produces top-notch quality in all assignments. Able to meet most goals.                          |           |
| <b>Quantity of Work</b><br><small>Measures the ability of the employee to meet production standards.</small>  | <u>Fails to meet standards.</u><br>Very slow on most job assignments. Fails to meet standards of the position.           | <u>Below standard.</u><br>Generally below standard, requires more time to complete assignments than expected.                | <u>Achieved standards.</u><br>Successfully Achieved standards and requirements of the position.                      | <u>Production high.</u><br>Employee consistently exceeds production standards or goals.   |           |
| <b>Job Knowledge</b><br><small>Measures the employee's knowledge of the job and standard work practices.</small>  | <u>Unwilling/unable.</u><br>Has not learned and/or makes little attempt to improve.                                      | <u>Is still learning job.</u><br>Does not fully understand all job requirements or standard work procedures.                 | <u>Knows job requirements.</u><br>Follows standard work methods and procedures.                                      | <u>Good job knowledge.</u><br>Knowledge of standard work. Keeps up with new developments.   |           |
| <b>Work Area/Safety</b><br><small>Measures employee's commitment to safety and continuous improvement.</small>  | <u>Does not support.</u><br>Departmental objectives are ignored and/or has minimal respect for safety.                   | <u>Shows some support.</u><br>of continuous improvement objectives and safety, areas for improvement needed.                 | <u>Supports safety objectives.</u><br>Successfully follows safety rules and procedures.                              | <u>Leads safety.</u><br>Keeps work area in excellent condition and follows safety rules. Goes beyond and beyond.                      |           |
| <b>Adaptability</b><br><small>Measures employee's ability to adapt to changing work environment and support team initiatives.</small>                       | <u>Resists change.</u><br>Slow to adapt to new situations or support cross-functional needs of the department.           | <u>Struggles to adapt.</u><br>Some resistance to change. Slow to adapt to cross-functional initiatives.                      | <u>Adaptable.</u><br>Learns job requirements in a normal amount of time. Supports improvement.                       | <u>Adjusts readily.</u><br>Very adaptable to change. Takes ownership of initiatives.  |           |
| <b>Cooperation</b><br><small>Measures employee's ability to respond positively to assigned tasks and to work with others.</small>                           | <u>Does not follow.</u><br>Instructions. Continual friction with others and is hard to work with.                        | <u>Reluctant to follow.</u><br>Directions or instructions. Periodic friction with others.                                    | <u>Follows instructions.</u><br>Cooperates with supervisor and co-workers.   | <u>Responds readily.</u><br>to unusual or difficult assignments. Excellent team work.   |           |
| <b>Attitude/Work and Co.</b><br><small>Measures employee's ability to work toward City objectives of higher productivity without sacrifice quality.</small> | <u>Constantly critical.</u><br>of employer, job assignment, and/or other employees. Has caused dissension among workers. | <u>Needs improvement.</u><br>in overall attitude toward the City and/or fellow employees.                                    | <u>Positive Attitude.</u><br>Has positive attitude toward his/her work and the City. Gets a good example for others. | <u>Very positive attitude.</u><br>Promotes good will. Held in high esteem by co-workers and supervisors and members of the community. |           |
| <b>Dependability</b><br><small>Measures the employee's ability to follow job instructions and complete his/her assignment.</small>                          | <u>Unable or unwilling.</u><br>to follow job instructions and has repeated trouble completing work assignments.          | <u>Needs guidance.</u><br>to insure job instructions are followed and work assignments completed.                            | <u>Generally dependable.</u><br>Can be depended upon to do the job correctly and within standards.                   | <u>Completes jobs.</u><br>under any conditions to the best of his/her ability.  |           |
| <b>Attendance/Punctuality</b><br><small>Measures employee's overall attendance and punctuality.</small>   | <u>Unreliable attendance.</u><br>High absence and tardiness rate. Leaves early. Doesn't respond to emergencies.          | <u>Often tardy or absent.</u><br>Employee is working towards improvement.  | <u>Acceptable attendance.</u><br>Tardy very seldom. Responds to emergency calls. Willing to stay late when needed.   | <u>Very good attendance.</u><br>At work on time. Willing to help out for emergencies calls.   |           |
| <b>OVERALL Performance</b><br><small>Based on ratings above, indicate the employee's overall performance rating.</small>                                    | <u>UNACCEPTABLE.</u><br>Employee's performance is unacceptable to position. (Not Competent)                              | <u>BELOW MINIMUM.</u><br>Employee's performance at times fails to meet minimum job requirements. (Working toward Competency) | <u>ACHIEVED.</u><br>Employee's performance meets all position requirements. (Employee is competent in his/her job)   | <u>EXCEEDS.</u><br>Employee's performance exceeds position requirements. (Employee is very competent in job)                          |           |

Supervisor's Signature

Date

Department Head's Signature

Date

Human Resource Signature

Date

introduced Jan 2013

| Review     | Recommendation | Evaluation |  |
|------------|----------------|------------|--|
| Competency | Rating         | Score      | Comment  |
| QUALITY    | EXCEEDS        | 4.00       | (High Quality)<br>Consistently produces top-notch quality  |
| QUANTITY   | EXCEEDS        | 4.00       | (Production high)<br>Employee consistently exceeds product |
| JOB KNOW   | EXCEEDS        | 4.00       | (Good job knowledge)<br>Knowledge of standard work. Keep   |
| WORK AREA  | EXCEEDS        | 4.00       | (Leads safety)<br>Keeps work area in excellent condition a |
| ADAPTABLE  | EXCEEDS        | 4.00       | (Adjusts readily)<br>Very adaptable to change. Takes own   |
| COOPERATE  | EXCEEDS        | 4.00       | (Does not follow instructions)<br>Continual friction with  |
| ATTITUDE   | EXCEEDS        | 4.00       | (Constantly critical)<br>of employer, job assignment, and  |
| DEPENDABLE | EXCEEDS        | 4.00       | (Needs guidance)<br>to insure job instructions are followe |
| ATTENDANCE | EXCEEDS        | 4.00       | (Acceptable attendance)<br>Tardy very seldom. Responds to  |

Exhibit #4

### Communications Review / Feedback Opportunity

(This section must be completed and signed by the employee)

1. Goals for the next year (single completion / may use Goals Template)

□

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2. Additional comments

Page 2

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I have received an explanation of this evaluation and would like to make the following comments:

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Next Review Date \_\_\_\_\_ Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

| DEPARTMENT OF <b>2015</b> 2015 YEARLY REVIEW |  | DATE: <b>1/28/15</b> |  | EMPLOYEE: _____ |  | TITLE: _____ |  | 2015   |  |
|--|--|----------------------|--|-----------------|--|--------------|--|--------|--|
| Measurable Goals, Objectives and Results     |  |                      |  |                 |  |              |  |        |  |
| Goal   |  |                      |  |                 |  |              |  |        |  |
| Timeframe:                                   |  |                      |  |                 |  |              |  | STATUS |  |
| Steps:                                       |  |                      |  |                 |  |              |  |        |  |
| Questions:                                   |  |                      |  |                 |  |              |  |        |  |
| Goal   |  |                      |  |                 |  |              |  |        |  |
| Timeframe:                                   |  |                      |  |                 |  |              |  | STATUS |  |
| Steps:                                       |  |                      |  |                 |  |              |  |        |  |
| Questions:                                   |  |                      |  |                 |  |              |  |        |  |
| Goal   |  |                      |  |                 |  |              |  |        |  |
| Timeframe:                                   |  |                      |  |                 |  |              |  | STATUS |  |
| Steps:                                       |  |                      |  |                 |  |              |  |        |  |
| Questions:                                   |  |                      |  |                 |  |              |  |        |  |
| Goal   |  |                      |  |                 |  |              |  |        |  |
| Timeframe:                                   |  |                      |  |                 |  |              |  | STATUS |  |
| Steps:                                       |  |                      |  |                 |  |              |  |        |  |
| Questions:                                   |  |                      |  |                 |  |              |  |        |  |
| Goal   |  |                      |  |                 |  |              |  |        |  |
| Timeframe:                                   |  |                      |  |                 |  |              |  | STATUS |  |
| Steps:                                       |  |                      |  |                 |  |              |  |        |  |
| Questions:                                   |  |                      |  |                 |  |              |  |        |  |

| Calendar | NOV | DEC | JAN | FEB | MAR | APR | MAY |  |
|----------|-----|-----|-----|-----|-----|-----|-----|--|
| Review   |     |     |     |     |     |     |     |  |

(Mark in the months that correspond with the Goal Timeframe)

**Exhibit #5**

| <b>Non-Represented Employee Development and Reward Program Guide</b>  |  |  |  |  |   |
|---|--|--|--|--|---|
| <b>Salary Increase Reward Guide for Proven Engagement, Growth and Personal Development</b>  |  |  |  |  |   |
| <b>STRATEGY DEPLOYMENT AND PERSONAL PERFORMANCE PLAN EVALUATION</b>   | <b>Quadrant 1 (Q1)</b><br>86% - 92.49% of CP   | <b>Quadrant 2 (Q2)</b><br>92.50%-99.99% of CP  | <b>CONTROL POINT (MARKET VALUE)</b>  | <b>Quadrant 3 (Q3)</b><br>100.01% - 107.49%  | <b>Quadrant 4 (Q4)</b><br>Maximum Pay (115%)  |
| <b>EXCEEDS/OUTSTANDING</b><br>Overall performance throughout the year was outstanding. Consistently excelled in all areas of the job including accomplishing goals and development plans and was exceptional in the use of business skills. Positive contributor; cooperative throughout all areas within and outside the organization.                             | Up to 4.00%  | Up to 3.00%  |  | Yearly Budgeted Amount   | <b>Under Max:</b> Yearly budgeted amount.<br><b>At/Over Max:</b> No additional increases are available for those at or over the maximum pay for the position.   |
| <b>SUCCESSFULLY ACHIEVED</b><br>Overall performance results were achieved that met or exceeded expectations for challenging and difficult goals. Consistently exceeded in accomplishing daily job duties and assignments and very effective in utilizing business tools and skills.   | Up to 3.00%  | Up to 2.00%  |  | Yearly Budgeted Amount   | <b>Under Max:</b> Yearly budgeted amount.<br><b>At/Over Max:</b> No additional increases are available for those at or over the maximum pay for the position.   |
| <b>DEVELOPING / NOT YET ACHIEVED</b><br>Overall performance results were consistent and effective in learning the new position or responsibility. Goals met expectations. Accomplished established measures and development plans and effectively demonstrated position skills.   | Up to 2.00%  | Up to 1.00%  |  | Not Available  | <b>Under Max:</b> Yearly budgeted amount.<br><b>At/Over Max:</b> No additional increases are available for those at or over the maximum pay for the position.   |
| <b>NEW TO POSITION / NOT COMPETENT / PERFORMANCE IMPROVEMENTS NEEDED</b><br>Overall performance results were inconsistent and did not meet expectations. May not have accomplished goals and development plans, and/or effectively demonstrated business skills. May be new to position or role and needs development to effectively meet performance requirements. | 0%   | 0%   |  | 0%   | <b>Under Max:</b> Yearly budgeted amount.<br><b>At/Over Max:</b> No additional increases are available for those at or over the maximum pay for the position.   |
|   | Employees in Q1 are hired at entry level. On-the-job training is expected. As such, this level typically achieves a great deal of learning and advancement in the job. Pay increases represent a greater acceleration at this level until the employee achieves the competitive market value for the position. | Employees in Q2 have developed considerably in their position, yet additional development is needed to reach market value. | Control Point is the market value of the position at approximately the 75th percentile point for the position. | Employees in Q3 are expected to know how to do their job competently and effectively. Little supervision is needed in the completion of most tasks at this point. More complex assignments and variations of duties are expected at this level, and greater multitasking is anticipated. Employees in this level are often able to teach and mentor others in similar roles or overlapping duties. | Employees in Q4 have been rewarded for their knowledge and expertise and are considered as being "at the top of their game." Greater expectation of performance is placed on employees in this category as they should be the best at what they do and should be able to "hit the ground running" on a daily basis, with little to no daily direction, and are often the "go-to" person for answers or direction. |

**NOTES:**

This guide is for use in assisting in the allocation of salary merit increases. Categories are used to determine appropriate increases only. Performance evaluations should support strategy deployment / personal performance plans with discretionary merit amounts allocated accordingly.  
 Q1: Eligible for Q1 increase plus budgeted wage increase amount (based on merit)  
 Q2: Eligible for Q2 increase plus budgeted wage increase amount (based on merit)  
 Q3: Eligible for wage increase amount only  
 Performance evaluations should support strategy deployment / personal performance plans with discretionary merit amounts allocated accordingly.

Exhibit #6



CONFIDENTIAL

NOTICE OF PERFORMANCE EVALUATION APPEAL

TO: Sandy Rohrick
Director of Human Resources and Labor Relations

FROM: Employee Position

I have reviewed my performance evaluation and my merit adjustment recommendation with my supervisor and/or department head.

The performance rating I was issued was

I wish to appeal the rating for the following reasons:

Three horizontal lines for providing reasons for appeal.

(If additional space is needed for this explanation, please feel free to attach an additional document.)

I understand that if I request a performance and/or merit adjustment review by the Finance and Personnel Committee, my decision to do so will not, in any way, affect my position within the department or as an employee of the City of Sheboygan.

Signature of Employee Date

cc: Department Head


E:\Nonrepcomplan\2017
Notice Of Evaluation Appeal

Exhibit #7

| 2019 Non-Represented Pay Schedule<br>(excluding DWP Labor Workforce) |                           |                           |   |                           |                           |
|--|---------------------------|---------------------------|---|---------------------------|---------------------------|
| Salary Grade   | Accelerator Eligible      |                           | Budgeted Merit Pool Only (Not Eligible For A Merit Accelerator) |                           | Maximum (115%)            |
|  | Q1 (Minimum)              | Q2 92.50%                 | Q3 Control Point  | Q4 (107.50%)              |                           |
| O  | \$ 8.67<br>\$ 18,033.60   | \$ 9.44<br>\$ 19,835.20   | \$ 10.20<br>\$ 21,216.00  | \$ 10.97<br>\$ 22,817.60  | \$ 11.73<br>\$ 24,398.40  |
| A  | \$ 13.04<br>\$ 27,121.12  | \$ 14.19<br>\$ 29,515.20  | \$ 15.34<br>\$ 31,907.20  | \$ 16.49<br>\$ 34,299.20  | \$ 17.64<br>\$ 36,691.20  |
| B  | \$ 14.25<br>\$ 29,640.00  | \$ 15.51<br>\$ 32,260.80  | \$ 16.77<br>\$ 34,881.60  | \$ 18.03<br>\$ 37,502.40  | \$ 19.29<br>\$ 40,123.20  |
| C  | \$ 15.84<br>\$ 32,947.20  | \$ 17.23<br>\$ 35,838.40  | \$ 18.63<br>\$ 37,897.60  | \$ 20.03<br>\$ 40,747.20  | \$ 21.42<br>\$ 43,576.00  |
| D  | \$ 16.98<br>\$ 35,316.40  | \$ 18.48<br>\$ 38,438.40  | \$ 19.98<br>\$ 41,558.40  | \$ 21.48<br>\$ 44,678.40  | \$ 23.09<br>\$ 48,027.20  |
| E  | \$ 18.23<br>\$ 37,918.40  | \$ 19.84<br>\$ 41,267.20  | \$ 21.45<br>\$ 44,616.00  | \$ 23.06<br>\$ 47,964.80  | \$ 24.67<br>\$ 51,313.60  |
| F  | \$ 19.03<br>\$ 39,582.40  | \$ 20.71<br>\$ 43,076.80  | \$ 22.39<br>\$ 46,571.20  | \$ 24.07<br>\$ 50,065.60  | \$ 25.75<br>\$ 53,560.00  |
| G  | \$ 20.16<br>\$ 41,932.80  | \$ 21.94<br>\$ 46,035.20  | \$ 23.72<br>\$ 49,337.60  | \$ 25.50<br>\$ 53,040.00  | \$ 27.28<br>\$ 56,742.40  |
| H  | \$ 21.56<br>\$ 44,844.80  | \$ 23.46<br>\$ 49,796.80  | \$ 25.36<br>\$ 52,749.60  | \$ 27.26<br>\$ 56,700.80  | \$ 29.16<br>\$ 60,652.80  |
| I  | \$ 22.69<br>\$ 47,195.20  | \$ 24.69<br>\$ 51,355.20  | \$ 26.69<br>\$ 55,515.20  | \$ 28.69<br>\$ 59,675.20  | \$ 30.69<br>\$ 63,836.20  |
| J  | \$ 23.62<br>\$ 49,128.80  | \$ 25.71<br>\$ 53,476.80  | \$ 27.79<br>\$ 57,179.20  | \$ 29.87<br>\$ 62,128.80  | \$ 31.96<br>\$ 66,470.80  |
| K  | \$ 27.18<br>\$ 56,534.40  | \$ 29.58<br>\$ 61,528.40  | \$ 31.98<br>\$ 66,518.40  | \$ 34.38<br>\$ 71,510.40  | \$ 36.78<br>\$ 78,502.40  |
| M  | \$ 30.24<br>\$ 62,899.20  | \$ 32.91<br>\$ 68,452.80  | \$ 35.58<br>\$ 74,008.40  | \$ 38.25<br>\$ 79,560.00  | \$ 40.92<br>\$ 85,113.60  |
| N  | \$ 31.64<br>\$ 65,811.20  | \$ 34.43<br>\$ 71,814.40  | \$ 37.22<br>\$ 77,417.60  | \$ 40.01<br>\$ 83,220.80  | \$ 42.80<br>\$ 89,024.00  |
| S  | \$ 34.10<br>\$ 70,928.00  | \$ 37.11<br>\$ 77,188.80  | \$ 40.12<br>\$ 83,449.60  | \$ 43.13<br>\$ 89,710.40  | \$ 46.14<br>\$ 95,971.20  |
| T  | \$ 38.07<br>\$ 79,165.60  | \$ 41.43<br>\$ 86,174.40  | \$ 44.79<br>\$ 93,163.20  | \$ 48.15<br>\$ 100,152.00 | \$ 51.51<br>\$ 107,140.80 |
| U  | \$ 40.19<br>\$ 83,595.20  | \$ 43.73<br>\$ 90,956.40  | \$ 47.28<br>\$ 98,342.40  | \$ 50.83<br>\$ 105,726.40 | \$ 54.37<br>\$ 113,088.00 |
| V  | \$ 46.24<br>\$ 96,179.20  | \$ 50.32<br>\$ 104,965.60 | \$ 54.40<br>\$ 113,152.00                                       | \$ 58.48<br>\$ 121,638.40 | \$ 61.48<br>\$ 127,678.40 |
| Y  | \$ 49.78<br>\$ 103,542.40 | \$ 54.18<br>\$ 112,594.40 | \$ 58.57<br>\$ 121,825.60                                       | \$ 62.96<br>\$ 130,958.80 | \$ 67.36<br>\$ 140,108.80 |
| Z  | \$ 54.58<br>\$ 113,528.40 | \$ 59.39<br>\$ 123,531.20 | \$ 64.21<br>\$ 133,556.80                                       | \$ 69.03<br>\$ 143,582.40 | \$ 73.84<br>\$ 153,587.20 |

\* Pay is rounded to the next even number of hourly pay. Yearly salary follows applicable hourly pay.

**Exhibit #8**

|  <b>2019 DEPARTMENT OF PUBLIC WORKS PAY PLAN</b>   |         |         |  |         |                |                |                |       |         |         |
|---|---------|---------|--|---------|----------------|----------------|----------------|-------|---------|---------|
| <b>Non-Represented Temporary / Part-time / Seasonal Pay Schedule</b>  |         |         |  |         |                |                |                |       |         |         |
| Grade   | Min     | Max     | Seasonal Staff: Hire as-needed following budget (Pay: DOQ & Department Need) |         |                |                |                |       |         |         |
| Extra Help  | \$8.20  | \$13.20 | Part-Time / Temporary & Seasonal / Bridge Tenders / Misc                     |         |                |                |                |       |         |         |
| Seasonal Labor  | \$9.25  | \$13.25 | General buildings & grounds custodial labor (event park cleaners)            |         |                |                |                |       |         |         |
| Seasonal Skilled  | \$10.50 | \$21.00 | Fully-trained, skilled labor, seasonal, non-benefited                        |         |                |                |                |       |         |         |
| <b>2019 DPW Labor Workforce</b>   |         |         |  |         |                |                |                |       |         |         |
| <b>Merit Increase Program for "Permanent / Full-time Employees"</b>   |         |         |  |         |                |                |                |       |         |         |
|   | Step    | Step    | Step   | Step    | Step           | Step           | Step           |       | 2018    | 2019    |
| Grade   | 1       | 2       | 3  | 4       | 5              | 6              | 7              |       | MAX     | MAX     |
| MW I  | \$18.09 | \$18.86 | \$19.62  | \$20.38 | <b>\$21.16</b> | Merit          |                |       | \$21.78 | \$22.28 |
| MW II   | \$20.21 | \$20.98 | \$21.75  | \$22.51 | <b>\$23.28</b> | Merit          |                |       | \$24.35 | \$24.90 |
| MW III  | \$22.34 | \$23.10 | \$23.86  | \$24.64 | \$25.41        | <b>\$26.18</b> | Merit          |       | \$26.91 | \$27.52 |
| MW IV   | \$24.47 | \$25.24 | \$26.00  | \$26.77 | \$27.54        | <b>\$28.30</b> | Merit          |       | \$29.48 | \$30.14 |
| MW V  | \$26.60 | \$27.36 | \$28.13  | \$28.90 | \$29.66        | \$30.42        | <b>\$31.20</b> | Merit | \$32.05 | \$32.78 |
| Grade 1: Maintenance Worker I                    *Control Point = Step 5<br>Grade 2: Maintenance Worker II                *Control Point = Step 5<br>Grade 3: Maintenance Worker III               *Control Point = Step 6<br>Grade 4: Maintenance Worker IV               *Control Point = Step 6<br>Grade 5: Maintenance Worker V                *Control Point = Step 7  |         |         |  |         |                |                |                |       |         |         |
| 01/01/2019: 1) Newly hired employees and those in steps below the <b>Control Point</b> will be eligible for a yearly step-increase based on a merit review resulting in a "Pass" rating. Exemplary performance may result in a double-step increase. Merit reviews resulting in a "Marginal or Fail" will not receive an increase and may result in a PIP (Performance Improvement Plan).<br>2) Pay increases for employees at or above the Control Point in their pay scale, but below the maximum, will be eligible for the budgeted merit increase amount applied to base wages (based on merit).<br>3) Future modifications to the wage scale will be reviewed yearly based on CPI and market trend.<br>4) No additional compensation, lump sum or otherwise, will be awarded once an employee reaches the maximum.<br>5) Promoted employees will move to the step increase that represents a minimum of \$0.75 per hour increase.<br>6) Demoted employees, voluntary or involuntary, will move to the step they previously held in a previous position, may be placed in the step appropriate for the skill the employee possesses, Step 1 if qualified, or less than rate if unqualified. |         |         |  |         |                |                |                |       |         |         |

2019 DPW Labor Workforce Wage Scale DRAFT 12Nov2018.pdf

**Exhibit #9**

| <b>2019 City of Sheboygan Permanent Non-Represented Positions</b> |   |
|---|---|
| <b>Grade</b>  |   |
| <b>O</b>  |   |
|   | Library Cleaner<br>Library Page   |
| <b>A</b>  |   |
|   | Clerk I/Administrative Assistant<br>Maintenance Grounds Worker / Transit<br>TV Production Technician  |
| <b>B</b>  |   |
|   | Clerk II/Administrative Assistant<br>Cashier/Data Entry Clerk II/Finance<br>Permit Clerk II/Inspection<br>Assistant Municipal Court Clerk<br>Dispatcher/Transit<br>MC Scheduler/Dispatch  |
| <b>C</b>  |   |
|   | Clerk III/Administrative Assistant/WWTP<br>Transit Lead Support II Coordinator<br>Transit Lead Support I<br>Senior Center Assistant Supervisor<br>MEG Unit Secretary<br>Clerk III/Administrative Assistant/Fire<br>Community Service Officer<br>Transit Dispatcher Fill-in<br>Library Maintenance Technician<br>Library Assistant |
| <b>D</b>  |   |
|   | Records Specialist<br>Clerk IV/Administrative Assistant<br>Parking Lead, Transit<br>Library Technical Services Assistant  |
| <b>E</b>  |   |
|   | Department Secretary/Police Department<br>Elections Specialist/City Clerk<br>Council Licensing Clerk/City Clerk<br>Court Services Secretary/Police Department<br>TIME Agency Coordinator/Police Department<br>Library Administrative Assistant  |
| <b>F</b>  |   |
|   | Purchasing/Accounts Payable Assistant<br>Administrative Assistant to the Mayor<br>Administrative Coordinator (Transit, Fire)<br>Cataloger<br>Human Resources Assistant  |

|          |   |
|----------|---|
| <b>G</b> |   |
|          | Legal Assistant<br>Safety, Education and Training Supervisor (Transit)*<br>Accountant I/Payroll Specialist*<br>Deputy City Clerk  |
| <b>H</b> |   |
|          | Digital Evidence Manager/Police Department<br>Property Officer/Police Department<br>Library Maintenance Supervisor*   |
| <b>I</b> |   |
|          | Crime Analyst/Police Department<br>Building Inspection Specialist<br>Municipal Court Clerk<br>Analyst (Budget, Crime, and Management)*<br>Senior Activities Center Supervisor *<br>Community Development Planner*<br>TV Production Director *<br>Operations/PC Technician<br>Library Communications Specialist*   |
| <b>J</b> |   |
|          | Accountant*<br>Library Public Safety Specialist<br>Librarian*<br>Library Page Supervisor*   |
| <b>K</b> |   |
|          | GIS Project Specialist*<br>Auditor/Analyst*<br>Community and Economic Development Planner*<br>Payroll Administrator *<br>Transit Operations Supervisor*<br>Streets Supervisor/ DPW*<br>Benefits Analyst/Administrator *<br>Equipment Services Supervisor/ DPW*<br>Industrial WW Supervisor/WWTP*<br>Maintenance Supervisor/WWTP*<br>Office Supervisor/Police Department *<br>Engineering Technician<br>Process Systems / OPCO<br>Electrical / Housing Inspector<br>Library Information Technology Specialist* |
| <b>M</b> |   |
|          | Building/Housing Inspector I<br>Building/Housing Inspector II<br>Plumbing/Environmental Inspector<br>Electrical/ Heating Inspector  |
| <b>N</b> |   |
|          | Assistant City Attorney *<br>Systems Analyst *<br>Network Administrator *<br>Assistant Engineer / Surveyor *<br>Senior Engineering Technician   |

|          |   |
|----------|---|
| <b>S</b> | Environmental Engineer *<br>Communications/Electronics Technician<br>Planning and Zoning Manager*<br>Library Technical Support Manager*<br>Library Public Support Manager*<br>Library Business Manager* |
| <b>T</b> | Superintendent, Parks and Forestry *<br>Superintendent, WWTP*<br>Superintendent, Streets*<br>Superintendent, Facilities and Traffic *<br>Civil Engineer / Project Manager *                             |
| <b>U</b> | Parking and Transit Director *<br>Battalion Chief *<br>Deputy Fire Chief *<br>City Engineer *   |
| <b>V</b> | Finance Director *<br>Assistant Fire Chief*<br>Director of Human Resources and Labor Rel*<br>IT Director *<br>Director of Planning and Development *<br>Library Director*                               |
| <b>V</b> | Police Chief*<br>Fire Chief *<br>Director of Public Works *   |
| <b>Z</b> | City Administrator *  |

\* Exempt

**Exhibit #10  
REVISIONS LOG**

| REVISION YEAR | DATE INTRODUCED TO SAL & GRIEV | MODIFICATION TO PRIOR NON-REP COMP PLAN  | GENERAL ORDINANCE / RESOLUTION / OR OTHER REF DOCUMENT |
|---------------|--------------------------------|--|--|
| 2014          | 01-22-2014                     | <ol style="list-style-type: none"> <li>1) Modified the merit and incentive adjustment amounts to accommodate the 2014 budgeted increase amount to payroll of 2.5% overall</li> <li>2) Updated Exec Summary, listed all department head titles (adding changes from 2013 re: appointed and at-will department heads), loosened the evaluation form statement, allowing for a switch to electronic/MUNIS based evaluation process if needed</li> <li>3) Updated XIII, C, 4 to state that inactive employees out on leave will receive increase upon return to active status</li> <li>4) Miscellaneous date and/or title changes, replacing 2013 with 2014</li> <li>5) Removed 6-month "evaluation" period as it is obsolete</li> <li>6) 2014 Wage Scale ranges were NOT modified from 2013, just the date of the salary range was revised.</li> </ol>  | <p>Resolution 132-13-14<br/>R.C. 310-13-14</p>         |
| 2015          |                                | <ol style="list-style-type: none"> <li>1) Modify the merit amount to accommodate the 2015 budget increase to payroll of 2.0% overall.</li> <li>2) Increase the mid-point of all salary grades by 2%.</li> <li>3) Referenced the option to use the MUNIS electronic evaluation process.</li> </ol>  |  |
| 2016          |                                | <ol style="list-style-type: none"> <li>1) Add one level higher Maintenance Worker (5) to the DPW Labor Workforce.</li> <li>2) Change Chief Admin Officer title to City Administrator and add reference to a separate evaluation form for the position.</li> <li>3) Modify percent increases for merit to ranges as a guideline to appropriately identify the discretionary element of the merit increase rather than a possible perceived increase amount.</li> </ol>  |  |
| 2017          |                                | <ol style="list-style-type: none"> <li>1) Starting in 2017, a reserve account will be made available to determine an appropriate salary increase amount and will be based on a combination of market data and Consumer Price Index.</li> <li>2) Consistent with Chapter 82 of the Municipal Code, it is possible to hire an employee in a position less than minimum pay if the employee does not possess the minimum qualifications but is either enrolled in a certificate program or has demonstrated the propensity to achieve the appropriate training to achieve the minimum qualifications.</li> <li>3) 2017 Pay Scale Adjustments:<br/>2017 <ol style="list-style-type: none"> <li>a) Pay Grade 0 added.</li> <li>b) 2% increase to mid-point for grades 1-16. Range remains +/- 20%.</li> <li>c) DPW Pay Grades increased by 2%</li> </ol> </li> <li>4) 2017/2018 Pay Scale introduced for DPW</li> </ol> |  |

|      |  |   |  |
|------|--|---|--|
|      |  | <p>Labor Workforce, seasonal and full-time, including a modified step-increase program.</p> <p>5) Merit Adjustment Guide modified to provide up to 1.5% for merit on regular work assignments and up to .50% for achievement of goals and other duties. Employees at the top of their pay scale are no longer able to receive an increase in pay, either in the form of an increase to base pay or a lump sum.</p>                        |  |
| 2018 |  | <p>1) Market-Based Compensation Plan introduced to accelerate wages for those under mid-point.</p> <p>2) Finance and Personnel Committee replaced Salaries and Grievances Committee during calendar year 2017.</p> <p>3) City Administrator to approve new hires at or above market-point for their position.</p> <p>4) Introduction of new pay scale with 19 grades vs. 16 grade. Scale updated with current comparable information.</p> |  |
|      |  | <p>1) Increased all Non-represented pay scales by 2.25% following budget approval.</p> <p>2) Updated the 2019 City of Sheboygan Permanent Non-Represented Positions following organizational updates throughout the year that reclassified positions based on market value.</p>   |  |

VIII

R. C. No. \_\_\_\_\_ - 18 - 19. By PUBLIC WORKS COMMITTEE. December 3, 2018.

Your 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.

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

7.3

Res. No. 137 - 18 - 19. By Alderpersons Wolf and Sorenson.  
November 19, 2018.

A RESOLUTION 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.

WHEREAS, the City of Sheboygan currently has over 1800 plantable sites for street trees that have been lost due to age, size, or devastation by the Emerald Ash Borer; and

WHEREAS, the City desires to plant as many trees as possible on these plantable sites for street trees, recognizing that it is not financially possible to replace all 1800 trees at once; and

WHEREAS, to that end, the City previously issued Request for Proposals #1952-18, and approved Resolution No. 106-18-19 on October 15, 2018, authorizing the appropriate City Officials to enter into a contract to obtain trees and tree planting services based upon Request for Proposals #1952-18 with an aim to planting trees in 2018; and

WHEREAS, in accordance with Resolution No. 106-18-19, Staff has reviewed the responses to the Request for Proposals, and determined that the response from Property Solutions Contracting, LLC is the response that will maximize the number of trees planted and appropriately respecting the need for bio-diversity; and

WHEREAS, in consultation with Property Solutions Contracting, LLC, Staff believes that the best schedule for planting the trees desired by Staff is for planting to occur in Spring 2019; and

WHEREAS, Resolution No. 106-18-19 identified four funding sources for the trees and tree planting services:

|  |                   |
|--|-------------------|
| 2018 Parks & Forestry Budget 26553000-631100           | \$ 40,000.00      |
| 2017 Community Development Block Grant 21761100-631100 | \$ 66,000.00      |
| 2018 Community Development Block Grant 21861100-631100 | \$110,000.00      |
| 2018 Rotary Club Donation 26553000-467101              | \$ 14,580.00; and |

WHEREAS, because some of those funds must be expended in 2018, Staff has negotiated a new contract which provides for the City to prepay for some of the trees and tree planting services in 2018, with the services to be completed in 2019 when the weather conditions are more conducive to planting the desired trees; and

Public Works  
approve

WHEREAS, a copy of the new contract is attached to this Resolution;  
and

WHEREAS, Resolution No. 106-18-19 instructed Staff to report the outcome of the Request for Proposals to the next scheduled Public Works Committee meeting, which has been accomplished through this Resolution.

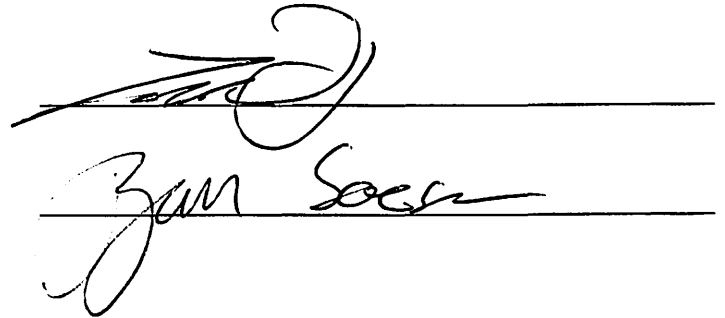
NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Property Solutions Contracting, LLC.

BE IT FURTHER RESOLVED: That the following funding sources shall be used in payment of the contract authorized by this Resolution:

|  |              |
|--|--------------|
| 2018 Parks & Forestry Budget 26553000-631100           | \$ 40,000.00 |
| 2017 Community Development Block Grant 21761100-631100 | \$ 66,000.00 |
| 2018 Community Development Block Grant 21861100-631100 | \$110,000.00 |
| 2018 Rotary Club Donation 26553000-467101              | \$ 14,580.00 |

All of the above funding will be used for the purchase and planting of street trees with the exception of \$10,000.00 which will be used for Federal Payroll and Wage monitoring with a third party contractor to assure compliance to the grant requirements.

BE IT FURTHER RESOLVED: That any approval for the expenditure of funds approved by Resolution No. 106-18-19 is hereby revoked and replaced by the approval in this Resolution.



\_\_\_\_\_

\_\_\_\_\_

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

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

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

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
PROPERTY SOLUTIONS CONTRACTING, LLC**

**REGARDING THE INSTALLATION OF TREES AT SELECTED LOCATIONS IN THE  
CITY OF SHEBOYGAN**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Property Solutions Contracting, LLC (“Contractor”).

**WITNESSETH:**

- WHEREAS, the City is in need of tree planting services from a qualified provider in order to replace some of the numerous street trees that have needed to be removed; and
- WHEREAS, in an effort to determine the best qualified provider to provide these tree planting services to the City, the City issued Request for Proposals #1952-18; and
- WHEREAS, the City received responses, reviewed those responses, and determined that it is in the best interests of the City to have Contractor provide tree planting services for the City; and
- WHEREAS, Contractor desires to provide these planting services under the terms and conditions set forth in this Agreement.

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

**Article 1. Scope of Services**

Contractor shall provide tree planting services (including the trees to be planted, as selected under Article 3) as set forth in City of Sheboygan Request for Proposals #1952-18 (“Services”). The Services shall be done in accordance with the Detailed Specifications set forth in Request for Proposals #1952-18 (the “Request for Proposals”). The Request for Proposals is hereby incorporated into the Agreement by reference as though fully set forth.

Contractor shall be responsible for:

- Obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.
- Furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.
- Giving notice to the proper authorities in charge of streets, gas and water pipes, electric and other conduits, railroad, poles, catch basins, sewers, and all other property that may be

affected by Contractor's operations, at least three (3) business days before beginning operations. Contractor shall not hinder or interfere with any persons in the protection of such property or with the operations of utilities at any time. Contractor shall protect such utilities from damage and unnecessary exposure. The cost of repairing any damage to utilities shall be the responsible of Contractor.

- Promptly making payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this Agreement.
- Providing all necessary documentation with the City's third party payroll monitor in order to ensure that wage and hour reporting is performed in a manner acceptable to the United States Department of Labor. This may include submitting time sheets on Form WH-347 for its own and all subcontracted employees.

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the City**

The City designates Joe Kerlin as its project manager for purposes of this Agreement.

The City's project manager shall select one or more trees from Contractor's price list, which was contained in Contractor's response to the Request for Proposals. Contractor's price list is incorporated herein by reference as though fully set forth. The City's project manager shall work with Contractor to ensure the selected tree or trees are installed at the most appropriate locations on an appropriate schedule.

**Article 4. Compensation**

The City shall pay Contractor for the trees selected by the City's project manager based on the prices set forth in the price list.

No later than the full execution of this Agreement, the City shall provide Contractor with a list of the trees that the City desires to have purchased and planted under this Agreement ("Initial Tree Order"). The Initial Tree Order could either be some or all of the trees that the City will order from Contractor under this Agreement. Within five (5) days of the execution of this Agreement, Contractor shall purchase those trees identified on the Initial Tree Order on behalf of the City, and within three (3) days shall submit an invoice to the City based upon the prices set forth in the price list. These trees identified on the Initial Tree Order shall be planted beginning in spring 2019.

In the event that the City provides Contractor with a subsequent list of trees that the City desires to have purchased and planted under this Agreement, Contractor shall send invoices to the City on a monthly basis, which shall be based on the trees selected by the City's project manager that were

planted in that month. Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within thirty (30) days of receipt of invoice.

The total amount paid to Contractor (for the Initial Tree Order and any subsequent order) shall not exceed Two Hundred Twenty Thousand Five Hundred Eighty Dollars (\$220,580.00). The Division I Project shall not exceed One Hundred Sixty Six Thousand Dollars (\$166,000.00). The Division II Project shall not exceed Fifty Four Thousand Five Hundred Eighty Dollars (\$54,580.00).

The invoice shall be sent to:

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

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

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

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

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

#### **Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

#### **Article 6. Schedule**

Contractor shall complete the Services by May 31, 2019, or within such extra time as may have been allowed by a mutually agreed extension. The Parties recognize that the planting of trees will not begin until spring 2019.

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

**Article 7. Workmanship and Quality of Materials**

Contractor shall guarantee all plants to be healthy and in flourishing condition for one year from the date of acceptance. This guarantee does not include vandalism, storm damage, or animal damage.

The Contractor shall remove and replace (as soon as weather conditions permit) all plants not in a healthy and flourishing condition—as determined by the City Forester—at any point during the guarantee period. The replacement trees shall be furnished by Contractor. Replacement trees shall be subject to all requirements stated in this specification.

The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the City Forester may elect subsequent replacement or credit for that item or items.

**Article 8. Safety Requirements**

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

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

Contractor is required to comply with OSHA regulations regarding any trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of Contractor.

**Article 9. Open Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Agreement, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

**Article 10. Termination**

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

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

**Article 11. Default**

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

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

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

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

**Article 12. Identity of Contractor**

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

**Article 13. Independent Contractor Status**

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

**Article 14. Indemnification**

Contractor shall indemnify, pay the cost of defense (including attorneys' fees) and hold harmless the City and all of its officers, agents, and employees from all suits, actions, or claims of any character arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

**Article 15. Insurance**

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

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

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, General Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall include Products-Completed Operations Aggregate of at least

\$1,000,000, Personal and Advertising Injury of at least \$1,000,000, Bodily Injury and Property Damage of at least \$1,000,000 per occurrence, Fire Damage of at least \$100,000 per fire, and Medical Expense of at least \$5,000 per person.

c. Auto Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

d. Umbrella Liability – Contractor shall acquire and maintain, for the duration of the Agreement, an Umbrella Liability coverage over its General Liability Insurance and Auto Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The deductible on the Umbrella Liability shall not be more than \$10,000.

With the prior written approval of the City’s project manager, Contractor may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

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

**Article 16. Conflict of Interest**

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

**Article 17. Waiver**

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

**Article 18. Severability**

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

**Article 19. Assignment**

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

**Article 20. Third Party Rights**

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

**Article 21. Governing Law and Venue**

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

**Article 22. Non-Discrimination**

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

**Article 23. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

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

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

**Article 24. Notices**

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

**City:**

**Contractor:**

|                            |                                     |
|----------------------------|-------------------------------------|
| City Clerk                 | Andrew Novak                        |
| City of Sheboygan          | Property Solutions Contracting, LLC |
| 828 Center Ave.            | 7245 W. Concord Creek Drive         |
| Sheboygan, Wisconsin 53083 | Mequon, WI 53092                    |

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

**Article 25. Intent to be Bound**

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

**Article 26. Force Majeure**

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

**Article 27. Integration and Modification**

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

**Article 28. Non-Collusion**

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

- a. The prices in its response to the Request for Proposals were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
- b. The prices quoted in its Request for Proposals were not knowingly disclosed—directly or indirectly—by the Contractor prior to opening of the proposals.
- c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

**Article 29. Provisions Relating to Federal Funding**

Division I of this Project is receiving federal funding. As such, there are certain provisions required to be included in the Agreement.

Federal Labor Standards Provisions (HUD-4010, dated 6/2009) are included in this Agreement and incorporated herein by reference.

All contracts and subcontracts relating to Division I of this Project, including this Agreement, must include the following:

- a. Section 3 of the Housing and Urban Development Act of 1968. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulation.
- c. The contractor agrees to send each labor organization or representatives of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**Article 30. Payment and Performance Bonds**

Contractor shall provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by the Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of the Contractor's Performance Bond.

If the surety on any bond issued by the Contractor becomes a party to supervision, liquidation, or rehabilitation, or its right to do business in the State of Wisconsin is terminated, Contractor shall—within thirty (30) days of the event—substitute another bond and surety, both of which must be acceptable to the City.

**Article 31. Other Provisions**

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

- g. Ambiguity or Inconsistency. In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of the City and Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern.
- h. Nonexclusive Contract. The City reserves the right to purchase work or materials outside of this Agreement.

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

**CITY OF SHEBOYGAN, WISCONSIN**

**PROPERTY SOLUTIONS CONTRACTING, LLC**

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

**BY:** \_\_\_\_\_  
Andrew Novak, President

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

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

IX

R. C. No. \_\_\_\_\_ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. December 3, 2018.

Your Committee to whom was referred Gen. Ord. No. 26-18-19 by Alderpersons Donohue and Sorenson repealing and recreating Sections 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.

*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~~

6.1

Gen. Ord. No. 26 - 18 - 19. By Alderpersons Donohue and Sorenson.  
November 19, 2018.

AN ORDINANCE repealing and recreating Sections 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.

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

Section 1. Section 26-227 of the Sheboygan Municipal Code entitled "Fees" is hereby repealed and recreated to read as follows:

"Sec. 26-227. *Re-inspection and/or no show fees.*

Notwithstanding the fees elsewhere in this article, the fees for re-inspections and for inspections where the owner or contractor or other appropriate designee fails to appear for the inspection shall be as follows:

- Re-inspection fee shall be \$75.00.
- No show fee shall be \$75.00.

There shall be a maximum of one fee per inspection."

Section 2. Section 26-262 of the Sheboygan Municipal Code entitled "Fees" is hereby repealed and recreated to read as follows:

"Sec. 26-262. *Fees.*

The fees for permits and inspections required by the provisions of this article shall be as follows:

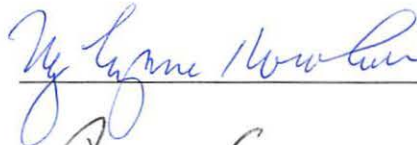
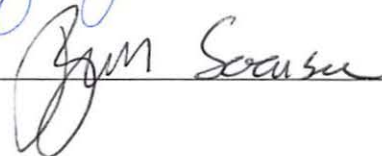
- (a) *Standard fee.*
  - (1) Up to \$1,000.00 estimated cost of job .....\$50.00
  - (2) Each additional \$1,000.00 or fraction thereof up to \$1,000,000 estimated cost of job .....\$20.00
  - (3) Each additional \$1,000.00 or fraction thereof above \$1,000,000 estimated cost of job .....\$10.00

*SHS approve.*

(b) *Exceptions.*

- (1) New one- and two-family residences, per unit .....\$200.00
- (2) Renewable energy installations:
  - a. For one and two family residences, per unit .....\$300.00
  - b. For all other installations:
    - 1. Up to \$1,000.00 estimated cost of job .....\$50.00
    - 2. Each additional \$1,000.00 or fraction thereof .....\$10.00
  - c. Additional fee for inspections requested outside of normally scheduled hours .....\$100.00"

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

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

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

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

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

X

Gen. Ord. No.     - 18 - 19    . By 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*

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

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

Gen. Ord. No.     - 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*

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.

---

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

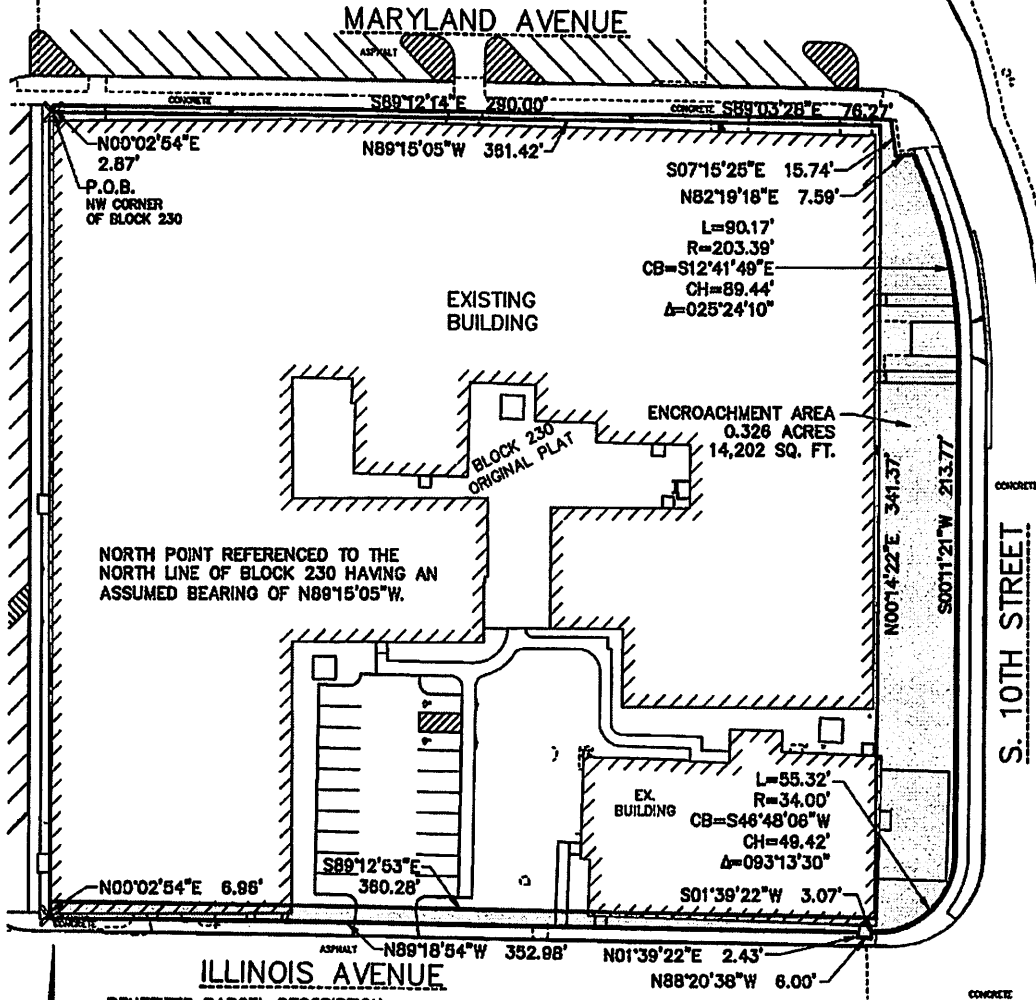
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**ENCROACHMENT DESCRIPTION EXHIBIT**

**ENCROACHMENT LEGAL DESCRIPTION:**

LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 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 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 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 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.



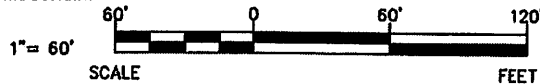
NORTH POINT REFERENCED TO THE NORTH LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF N89°15'05"W.

**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 26, 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

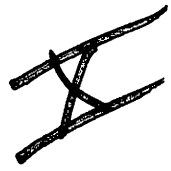




**EXCEL**  
ENGINEERING  
SURVEYING GROUP

Always a Better Plan  
122 CHARLOT DRIVE  
FOND DU LAC, WI 54603  
PHONE: (920) 926-9600  
FAX: (920) 926-0001

PROJECT NO. 1705480



Gen. Ord. No.     - 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*

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.

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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

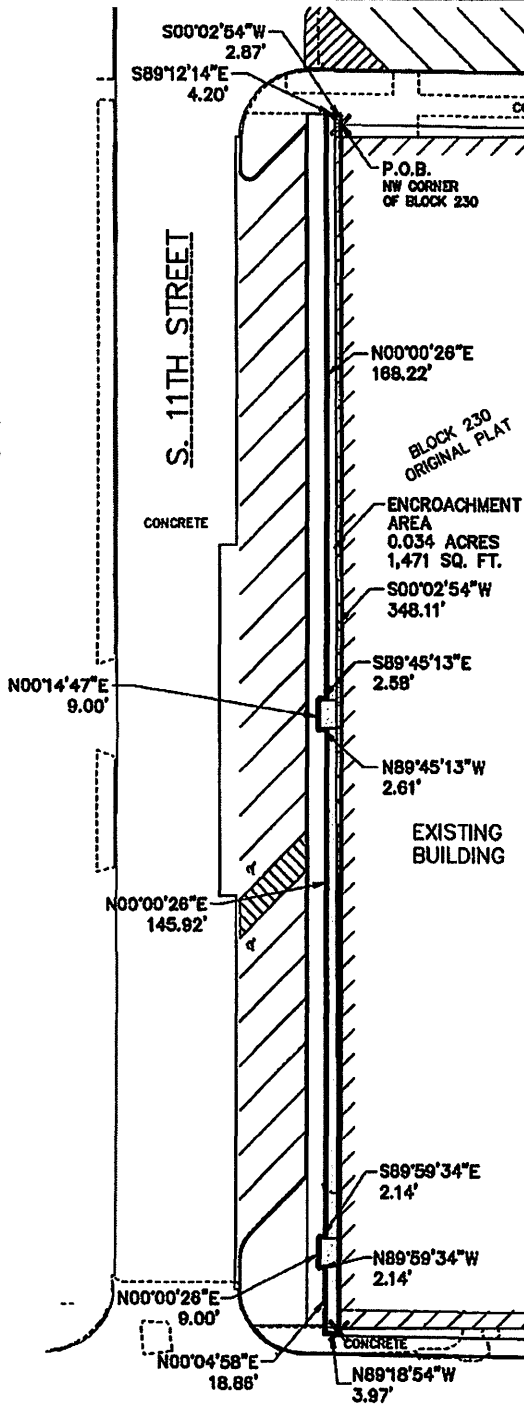
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**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 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.

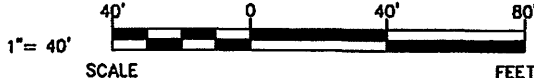



NORTH POINT REFERENCED TO THE WEST LINE OF BLOCK 230 HAVING AN ASSUMED BEARING OF S00°02'54"W.

**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 CAMERLOT DRIVE  
FOND DU LAC, WI 54935  
PHONE: (920) 926-0000  
FAX: (920) 926-0001



Gen. Ord. No.     - 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*

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:**

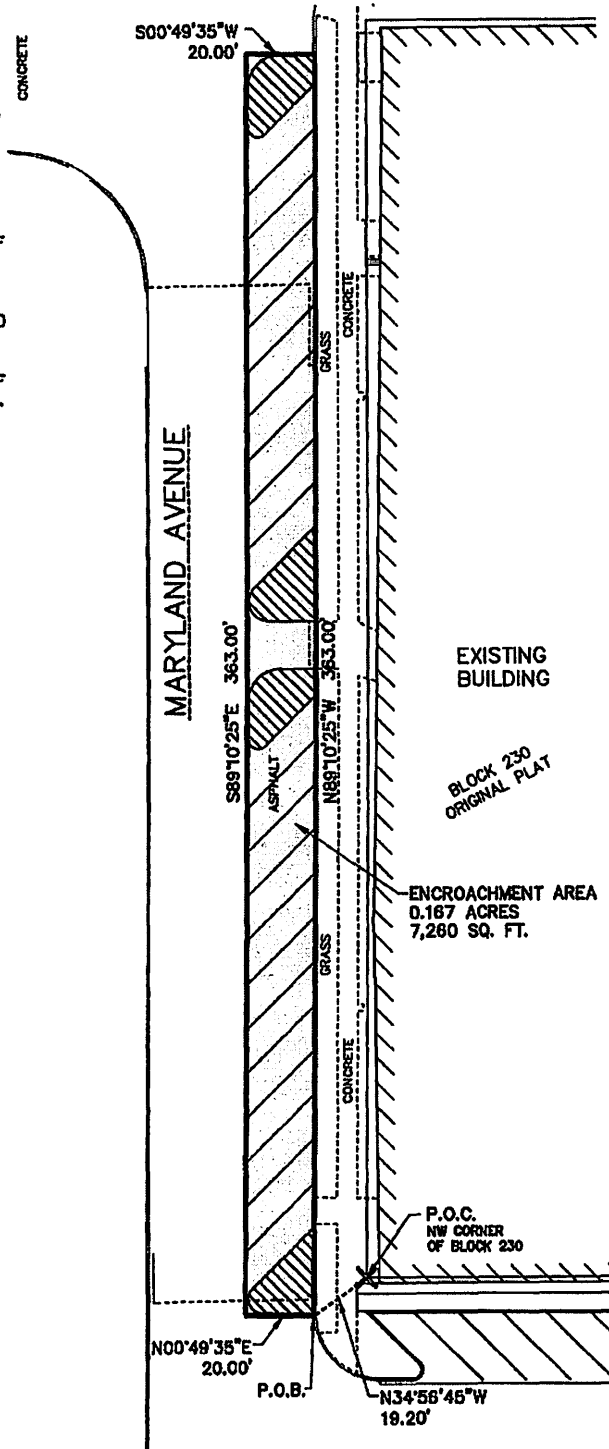
LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 34°-58'-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.

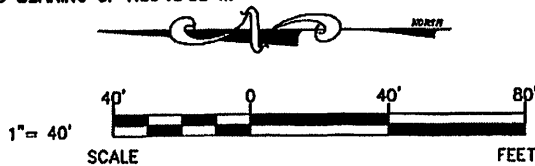
**BENEFITED PARCEL DESCRIPTION:**


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.

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 26, 2018  
 SHEET 1 OF 1 SHEETS





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

Always a Better Plan  
 100 CAMELOT DRIVE  
 FOND DU LAC, WI 54935  
 PHONE: (920) 924-9600  
 FAX: (920) 924-0001



Gen. Ord. No.           - 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*

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

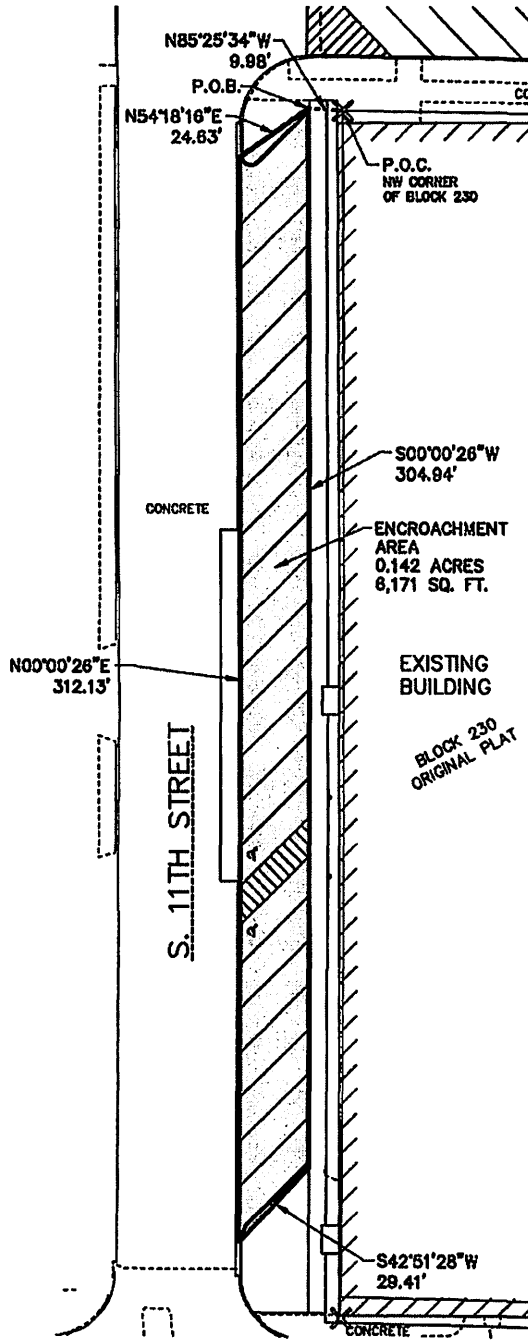
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**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:

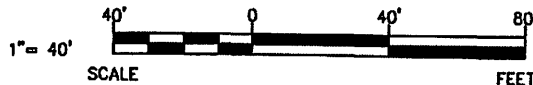
COMMENCING AT THE NORTHWEST CORNER OF BLOCK 230 OF THE ORIGINAL PLAT OF SHEBOYGAN (CUT "X" FOUND); THENCE NORTH 85°-25'-34" WEST, A DISTANCE OF 9.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°-00'-26" WEST, A DISTANCE OF 304.94 FEET; THENCE SOUTH 42°-51'-28" WEST, A DISTANCE OF 29.41 FEET; THENCE NORTH 00°-00'-26" EAST, A DISTANCE OF 312.13 FEET; THENCE NORTH 54°-18'-16" EAST, A DISTANCE OF 24.63 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 Inc.  
 SURVEYING GROUP  
 PROJECT NO. 1705480

Always a Better Plan  
 100 CAMELOT DRIVE  
 FOND DU LAC, WI 54933  
 PHONE: (920) 928-9000  
 FAX: (920) 928-0007

II

Other Matters

R. O. No. 190 - 18 - 19. By CITY CLERK. December 3, 2018.

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

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

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

| <u>No.</u> | <u>Name</u>             | <u>Address</u>                   |
|------------|-------------------------|----------------------------------|
| 2511       | Arnold, Tasia R.        | 1424 Mehrtens Avenue             |
| 2532       | Balde, Damien L.        | 8913 Lax Chapel Road, Kiel       |
| 2532       | Berg, Brenda L.         | 13 Beechwood Drive               |
| 0620       | Botzau, Heejuna B.      | 710 Michigan Avenue              |
| 6297       | Champeau, Heath R.      | 2113 N. 40 <sup>th</sup> Street  |
| 2518       | Chavarin, Sergio A.     | 1217 Kentucky Avenue             |
| 2536       | Fugate, Dewaine A.      | W7760 Plank Road, Glenbeulah     |
| 2525       | Guevara, Marcos E.      | 4020 Lakeshore Road              |
| 2529       | Gutierrez Cruz, Ricardo | 4020 Lakeshore Road              |
| 2535       | Hahn, Melissa J.        | 1606 N. 10 <sup>th</sup> Street  |
| 2515       | Krutke, Barbara         | 2329 S. 15 <sup>th</sup> Street  |
| 7320       | Lahner, Ryan D.         | 1218 S. 16 <sup>th</sup> Street  |
| 2516       | Lahner, Toni            | 1218 S. 16 <sup>th</sup> Street  |
| 4894       | Mcdaniel, Cathy J.      | 2011A S. 12 <sup>th</sup> Street |
| 2534       | Mendiola, Ignacio B.    | 927 Dillingham Avenue            |
| 2522       | Mercer, Betsy J.        | 1630 N. 7 <sup>th</sup> Street   |
| 2524       | Tendolle, Dana K.       | 1417 Eisner Avenue               |
| 2513       | Wield, Dexter L.        | 1424 Mehrtens Avenue             |
| 9616       | Wolf, Phaedra M.        | 2313 Broadway Avenue             |

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

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

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

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

APS

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

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

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

MASSAGE ESTABLISHMENT (Renew) (December 31, 2019)

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

MASSAGE ESTABLISHMENT (New) (December 31, 2019)

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

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

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

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

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

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

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



*Other matters*

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*

\_\_\_\_\_

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.