ATTACHMENTS

CITY OF SHEBOYGAN

FIFTEENTH REGULAR COMMON COUNCIL MEETING

Monday, November 5, 2018

ALDERPERSONS PRESENT:
Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

ALDERPERSONS ABSENT AND EXCUSED:
Todd Wolf and Markus Savaglio - 2.

Meeting called to order at 6:00 PM

OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

1.4 PRESENTATION - Adopt-A-Park by Dawn Sokolowski and Nancy Maring

1.5 PRESENTATION - Third Quarter Strategic Plan Action Items and Critical Measurements by Darrell Hofland

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

1.7 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 Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.2 R. O. No. 152-18-19 by Board of Water Commissioners submitting the Board of Water Commissioners' Report on the Water Utility for the third quarter of 2018. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.3 R. O. No. 153-18-19 by City Clerk submitting a communication from Lakeshore Technical College along with their Tax Levy Report. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.4 R. O. No. 154-18-19 by City Clerk submitting a Tax Levy Certification for the 2018-2019 School Year from Kohler School District. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.5 R. O. No. 155-18-19 by City Attorney submitting, as a matter of record, the original Easements (mini-storm sewer), executed in accordance with Res. Nos. 54-18-19 and 75-18-19, which have been recorded in the Sheboygan County Register of Deeds Office. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.6 R. O. No. 156-18-19 by City Plan Commission to whom was referred Res. No. 103-18-19 by Alderperson Wolf authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2019, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended; recommends approving the Resolution. ACCEPT AND FILE AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND FILE AND PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.7 R. C. No. 162-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 141-18-19 by City Clerk submitting an article published in the Milwaukee Journal Sentinel on October 4, 2018 at the request of Alderperson Bohren regarding health benefits; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch,

Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.8 R. C. No. 163-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 142-18-19 by City Clerk submitting a communication from Carol Lutz of Rockets for Schools requesting three of the City days for 2019, 2020, and 2021 for the Rockets for Schools Event at Blue Harbor; recommends approving the dates and filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.9 R. C. No. 164-18-19 by Public Works Committee to whom was referred R. O. No. 150-18-19 by City Clerk submitting a communication from Scott Jackett requesting permission from the City of Sheboygan to bow hunt on a parcel of land behind his property at 4447 South 8th Street; recommends denying the request. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.10 R. C. No. 165-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 151-18-19 by the City Clerk submitting various license applications; recommends granting the license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.11 R. C. No. 166-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 111-18-19 by Alderpersons Donohue and Sorenson authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

2.12 R. C. No. 167-18-19 by Public Works Committee to whom was referred Gen. Ord. No. 22-18-19 by Alderperson Wolf limiting parking to two hours between 8:00 a.m. and 5:00 p.m. Monday through Friday on the north side of Cooper Avenue between Calumet Drive and North 20th Street; recommends approving the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

3. REPORTS OF OFFICERS

3.1 R. O. No. 157-18-19 by City Clerk submitting a communication from David Gass, Rohde Dales, LLC, on behalf of Water's Edge Development of Sheboygan, LLC, requesting an encroachment upon and into the Wisconsin Avenue right-of-way located just to the South of Parcel No. 59281500560 for purposes of driveway access, parking and landscaping. REFER TO CITY PLAN COMMISSION

3.2 R. O. No. 158-18-19 by City Clerk submitting a Summons and Complaint in the matter of Nationstar Mortgage LLC vs. Bobby C. Wildman et al. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.3 R. O. No. 159-18-19 by City Administrator submitting a request on behalf of the Wisconsin City/County Management Association for three of the City days for 2019 for the Wisconsin City/County Management Association Winter Conference at Blue Harbor. REFER TO FINANCE AND PERSONNEL COMMITTEE

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

3.5 R. O. No. 161-18-19 by Chief of Police Christopher Domagalski, pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing July 1, 2018 and ending September 30, 2018. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.6 R. O. No. 162-18-19 by City Clerk submitting a communication from Joshua T. Martin requesting a waiver from the Sex Offender Residency requirements in order to reside at 1627 South 12th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.7 R. O. No. 163-18-19 by City Clerk submitting a communication from Robert T. Henricks requesting a waiver from the Sex Offender Residency requirements in order to reside at 1537 North 20th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.8 R. O. No. 164-18-19 by City Clerk submitting a communication from Travis Mojeck requesting a waiver from the Sex Offender Residency requirements in order to reside at 1504 Illinois Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.9 R. O. No. 165-18-19 by City Clerk submitting a communication from Ricardo Lopez requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor - 1427 North 10th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.10 R. O. No. 166-18-19 by City Clerk submitting a communication from Nick Weisberg requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4. RESOLUTIONS

4.1 Res. No. 113-18-19 by Alderperson Wolf authorizing the removal of Paragraph 5(f) from the Harbor Centre Marina Management Agreement dated October 12, 2018. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION
Motion by Ryan Sorenson, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

4.2 Res. No. 114-18-19 by Alderperson Wolf authorizing the appropriate City Officials to execute the Agreement for Transit Service between the City of Sheboygan and the Village of Kohler. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

4.3 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. REFER TO CITY PLAN COMMISSION

4.4 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. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.5 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. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.6 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. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.7 Res. No. 119-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.8 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. REFER TO PUBLIC WORKS COMMITTEE

4.9 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 construction. REFER TO PUBLIC WORKS COMMITEE

4.10 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 effects of the emerald ash borer in Sheboygan County, Wisconsin. REFER TO PUBLIC WORKS COMMITTEE

4.11 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. REFER TO PUBIC WORKS COMMITTEE

5. REPORT OF COMMITTEES

5.1 R. C. No. 168-18-19 by Finance and Personnel Committee to whom was referred Res. No. 108-18-19 by Alderpersons Bohren and Rindfleisch authorizing the Contract Extension by and between Grota Appraisals, LLC (Assessor) and the City of Sheboygan, Sheboygan County, Wisconsin (City); 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: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.2 R. C. No. 169-18-19 by Finance and Personnel Committee to whom was referred Res. No. 109-18-19 by Alderperson Rindfleisch awarding the sale of $3,800,000 Taxable General Obligation Refunding Bonds; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION as amended
Motion by Ron Rindfleisch, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.3 R. C. No. 170-18-19 by Finance and Personnel Committee to whom was referred Res. No. 110-18-19 by Alderperson Rindfleisch awarding the sale of $5,100,000 General Obligation Refunding Bonds; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION as amended to $5.015,000
Motion by Ron Rindfleisch, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.4 R. C. No. 171-18-19 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 112-18-19 by Alderpersons Rindfleisch and Bohren authorizing entering into a Development Agreement with Badger State Lofts, Limited Partnership; recommends to approve Resolution

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Ron Rindfleisch, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

5.5 R. C. No. 172-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 21-18-19 by Alderpersons Donohue and Rindfleisch repealing and recreating Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions."; recommends approving the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE
Motion by Mary Lynne Donohue, second by Ryan Sorenson.

Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

6. GENERAL ORDINANCE

6.1 Gen. Ord. No. 23-18-19 by Alderperson Bohren granting Water's Edge Development of Sheboygan, LLC, its successors and assigns, the privilege of encroaching upon described portions of Wisconsin Avenue right-of-way located on vacant land on North 15th Street across from 822 North 14th Street (Parcel No. 59281500560) in the City of Sheboygan for the purpose of driveway access, parking and landscaping for the Water's Edge Condominium development project. REFER TO CITY PLAN COMMISSION

6.2 Gen. Ord. No. 24-18-19 by Alderperson Phillips repealing Section 2 of Gen. Ord. No. 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. REFER TO PUBLIC WORKS COMMITTEE

7. MATTERS LAID OVER

7.1 R. O. No. 123-18-19 by City Administrator as part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2019 and outstanding debt as of December 31, 2018. ACCEPT AND FILE

MOTION TO ACCEPT AND FILE
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

7.2 R. C. No. 159-18-19 by Committee of the Whole to whom was referred R. C. No. 139-18-19 by Finance and Personnel Committee and Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends approving the Resolution with amendment to the Cable TV Fund. ACCEPT AND ADOPT AND PASS RESOLUTION WITH AMENDMENT

MOTION TO AMEND THE RESOLUTION AS FOLLOWS:
1.Amend General Revenue - Intergovernmental Revenue - Connecting Highway Aids - decrease by $151 to $281,740
2.Amend General Revenue - Intergovernmental Revenue - General Transporation Aids - increase by $85,323 to $1,612,103
3.Amend General Fund Expenditures - Unclassified - Reserve for contingency - increase by $350,000 to $500,000.
Motion by Mary Lynne Donohue, second by Ron Rindfleisch
Aye:Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION WITH AMENDMENTS
Motion by Ryan Sorenson, second by Mary Lynne Donohue.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

7.3 R. C. No. 161-18-19 by Committee of the Whole to whom was referred R. C. No. 141-18-19 by Public Works Committee and a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends to accept and file documents. ACCEPT AND FILE

MOTION TO ACCEPT AND FILE
Motion by Ryan Sorenson, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

7.4 R. C. 160-18-19 by Committee of the Whole to whom was referred R. C. No. 140-18-19 by Licensing, Hearings, and Public Safety Committee and a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends to accept and file documents. ACCEPT AND FILE

MOTION TO ACCEPT AND FILE
Motion by Ryan Sorenson, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

8. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED

8.1 R. O. No. 167-18-19 by the City Clerk submitting a Summons and Complaint in the matter of TCF National Bank vs. Brett J. Lettenberger et al. REFER TO FINANCE AND PERSONNEL COMMITTEE

8.2 R. O. No. 168-18-19 by the City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

8.3 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. REFER TO FINANCE AND PERSONNEL COMMITTEE

9. CLOSED SESSION

9.1 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 opportunities at the former VanderVaart property and Piggly Wiggly Midwest, possible purchase of public property known as parcel number 59030454450, 59030454460, 59030454462, 59030454421, and 59030454520.

MOTION TO CONVENE IN CLOSED SESSION
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

10. ADJOURN MEETING

10.1 Motion to Adjourn

MOTION TO ADJOURN at 7:58 p.m.
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

Generated by City Clerk Meredith DeBruin on Tuesday, November 6, 2018

II

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

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

No.	Name	Address
1612	Safe Harbor	929 Niagra Avenue - Three day event to be held 11/30/18-12/02/18 at EBCO Art Center - 1201 Erie avenue to include beer and wine.
2541	Sheboygan Visual Artists	4902 N. 18th Street - One day event to be held 01/25/2019 at EBCO Art Center 1201 Erie Avenue.
2541	Sheboygan Visual Artists	4902 N. 18th Street - One day event to be held 02/22/2019 at EBCO Art Center 1201 Erie Avenue.
2541	Sheboygan Visual Artists	4902 N. 18th Street - One day event to be held 03/29/2019 at EBCO Art Center 1201 Erie Avenue.
2541	Sheboygan Visual Artists	4902 N. 18th Street - One day event to be held 04/26/2019 at EBCO Art Center 1201 Erie Avenue.
2541	Sheboygan Visual Artists	4902 N. 18th Street - One day event to be held 05/31/2019 at EBCO Art Center 1201 Erie Avenue.
2541	Sheboygan Visual Artists	4902 N. 18th Street - One day event to be held 06/28/2019 at EBCO Art Center 1201 Erie Avenue.

Consent

2541	Sheboygan Visual Artists	4902 N. 18th Street - One day event to be held 07/26/2019 at EBCO Art Center 1201 Erie Avenue.

Secondhand Dealer License (12/31/2019)

No.	Name	Address
2297	Music Boxx LLC	1119 N. 8th Street

Commercial Operator License (12/31/2019)

No.	Name	Address
1945	A & M Trees LLC	7230 Sauk Trail Road
3039	Brians Lawn Service	1720 Marvin Court
2048	Brian T Kath Tree Trimming	1612 S. 8th Street
1059	Castle Pine Land Improvement	W2626 Schneider Rd, Sheb. Falls
2787	CG Services LLC	N1403 Sauk Trail Rd, Oostburg
2797	DJ Theisen Landscape Serv.	81 Center Avenue, Oostburg
3200	East Central Fly Guy LLC	N1883 Dewitt Road, Oostburg
3242	Edgewood Premier LLC	3905 Playbird Road
2961	Eisentraut Lawn Care LLC	404 Roosevelt Ave., Howards Grove
1798	Greenscape Lawn-Landscape, LLC	4837 Stonefield Road
2609	Hillcrest Trees & Landscaping	N7497 State Road 32, Sheb. Falls
3249	Hoppe Tree Service	1813 S. 73rd Street, Milwaukee
3241	Jaws Cutting Edge Lawn Care	W3416 Sunset Road, Sheb. Falls
1202	Landmark Landscape Inc.	W3923 Cty O, Sheboygan Falls
3265	Mike's Home Service	1024 Valley Road, Plymouth
1814	Morse Landscaping LLC	2737 N. 21st Street
1985	Otter Creek Landscape Co.	N6625 HWY 57, Plymouth
1999	Professional Landscaping LLC	836 Wisconsin Avenue, Oostburg
1315	Schmidts Landscaping	W3127N Cty A, Sheboygan Falls
1951	Scotty Landscape Supply, LLC	3823 Enterprise Drive
1322	Serenity Farm Landscaping Inc	2803 Old Park Road
1385	Stevie Bs Landscaping	N7332 Lakeshore Road
3068	Stuebs Lawn and Landscape	N3328 Tipperary Road, Cascade
2610	Superior Lawn & Garden, LLC	6510 Superior Avenue, Kohler
1770	TDN Utility Services	1075 Fond du Lac Ave., Sheb. Falls
1943	T & M Lawn Bulders/Care LLC	N4338 Claver Ct Rd., Sheb. Falls
2132	Top Notch Tree & Stump Removal	931 Beech Street, Cleveland

II

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

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.

Consent

_____

CITY CLERK

Attention Clerks:

Attached are the apportionment sheets for 2018. Please make sure you do not round any of the numbers listed. You must collect exactly the amounts on the form.

Form PC-400	State and County Apportionment Form	WI Dept of Revenue

Year 2018 CoMuni Code 59281 Account Number 1623 CITY OF SHEBOYGAN

A. STATE TAXES (Apportioned TID IN)		
1. Aggregate amount of state tax (use this amount to calculate state tax rate)		$0.00
B. COUNTY TAXES (Apportioned TID OUT)		
B1. Portion of state special charges on county:		
2. Charitable and penal		$-60.96
3. Other state special charges		$0.00
4. SUBTOTAL - Section B1 (also enter on Line B1 on Statement of Taxes (SOT))		**$-60.96**
B2. Other county taxes levied over entire town, village or city		
5. Health		
6. Library (sec. 43.12, Wis. Stats.)		
7. County Bridge Aid (sec. 82.08(2), Wis. Stats.)		
8. Sanitation		
9. Children with Disabilities Education Boards (over entire town,village or city) (sec.121.135, Wis. Stats.)		
10. Property taxes charged back (sec. 74.41 & 74.42, Wis. Stats.)		
11. Countywide EMS		
12. Other (describe) :		
13. All other county taxes (levied over every town, village, and city)		$13,587,915.02
14. County Sales Tax Credit		
15. SUBTOTAL - Section B2 Taxes to be levied over entire municipality (enter on Line B2 on SOT)		**$13,587,915.02**
B3. County taxes levied over part of town, village or city (also enter on line B3 on SOT)		
16. Children with Disabilities Education Boards		$0.00
17.		
18.		
19.		
20.		
21. TOTAL NET COUNTY TAXES (sum of sections B1 through B3) (for county tax rate)		**$13,587,854.06**
C. SPECIAL DISTRICT TAXES		
22. Special district code: NA	Amount levied	$0.00
23. Special district code: NA	Amount levied	$0.00
D. TOWN, VILLAGE OR CITY TAXES		
D1. Other state special charges		
24. Other:		
25. Other:		
26. SUBTOTAL - Section D1 (also enter on Line D4 on SOT)		**$0.00**
D2. County Special Charges:		
27. Illegal real estate charged back (sec. 70.74(2), Wis. Stats.)		$0.00
28. Highways and bridges (sec. 83.03, Wis. Stats.)		$0.00
29. Highway aid (sec. 83.14, Wis. Stats.)		$0.00
30.		
31.		
32.		
33.		
34. SUBTOTAL - Section D2 (also enter on Line D5 on SOT)		**$0.00**
35. TOTAL - ALL TAXES AND CHARGES - sum of sections A through D		**$13,587,854.06**

SHEBOYGAN COUNTY RESOLUTION NO. 19 (2018/19)

Re: **Approving 2019 Budget**

WHEREAS, the County Executive Committee, the County Finance Committee, the County Administrator, and the County Finance Director have formulated a County budget for 2019 using the process required by Chapter 5 of the County Code and Wis. Stat. § 65.90, and

WHEREAS, Section 5.06(a)(6) requires the Finance Committee to submit the proposed full budget in Resolution form to the full County Board for approval, and

WHEREAS, the Finance Committee prepared the proposed 2019 County budget as submitted to the Board on October 30, 2018, a copy of which is on file with the County Clerk, and;

WHEREAS, the proposed budget was subject to potential preliminary amendments adopted by the County Board on October 30, 2018, and further potential Finance Committee amendments, any of which are reflected on the Committee report attached to the proposed 2019 budget, and

WHEREAS, the Finance Committee believes that the proposed 2019 County Budget as may be amended pursuant to the Committee Report is in the best interests of Sheboygan County and its taxpayers;

NOW, THEREFORE, BE IT RESOLVED that the Sheboygan County Board adopts the proposed 2019 budget as submitted to the Board on October 30, 2018, as may be amended pursuant to the Finance Committee report, both of which are on file with the County Clerk.

Respectfully submitted this 6th day of November, 2018.

FINANCE COMMITTEE

William C. Goehring, Chairperson

Greg Weggeman, Vice-Chairperson

Vernon Koch, Secretary

Keith Abler

Roger Te Stroete

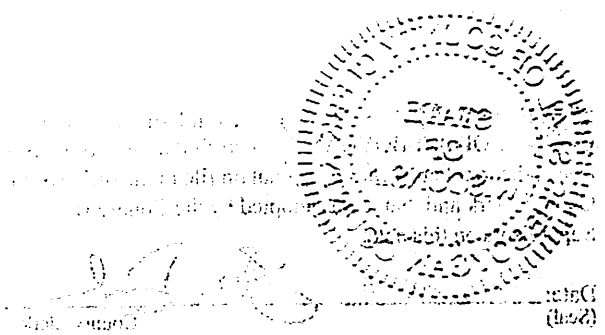
Opposed to Introduction:

_____ _____

STATE OF WISCONSIN)
COUNTY OF SHEBOYGAN) I, Jon Dolson do hereby certify that the above is a true and correct copy of the original on file in the office of the County Clerk and that it was adopted by the County Board of Supervisors on this date.

Date: 11-06-2018
(Seal)

County Clerk



SHEBOYGAN COUNTY RESOLUTION NO. 20 (2018/19)

Re: **Levying and Apportioning the Tax**

WHEREAS, each year, the County Board of Supervisors is required to determine the amount of taxes to be levied in Sheboygan County against all taxable property for the year, and

WHEREAS, this year there are four (4) components of the tax amount that must be included, and

WHEREAS, the first component is the State Special Charge pursuant to Wis. Stat. §§ 51.20(18) and 70.60 to reimburse other counties for expenses related to mental commitments of Sheboygan County residents in their counties charged against all taxable properties in Sheboygan County in the amount of $-214.40 (Equalized Rate: -.000000023), and

WHEREAS, the second component is the County Aid to Bridges required by Wis. Stat. § 82.08 and approved by the County Board by Resolution No. 16 (2018/19) charged against all taxable property in the townships in Sheboygan County in the amount of $251,863.00 (Equalized Rate – Town only – .000066758), and

WHEREAS, the third component is the Sheboygan County portion of the Monarch Library System approved for the budget and an apportionment adjustment for the Monarch Library System and required by Wis. Stat. § 43.64 to be charged against all taxable property in all townships except the Towns of Scott and Sherman and all villages except the Villages of Adell, Cedar Grove, Elkhart Lake, Kohler, Oostburg, and Random Lake in the amount of $1,377,011.00 (Equalized Rate: .000360160, applied to non-excluded Towns and Villages only), and

WHEREAS, the fourth and largest component is the general County property tax pursuant to Wis. Stat. § 70.62 to finance the County government budget, and

WHEREAS, the Sheboygan County Board, after public hearing, study, and revision has finalized and adopted the 2019 budget on this 6th day of November, 2018, which requires a levy of $47,778,587.00 against all taxable property in the County of Sheboygan (Equalized Rate: .005125734);

NOW, THEREFORE, BE IT RESOLVED, that there be and hereby is levied on all taxable property in the County of Sheboygan the following taxes:

State Special Charges	
Wis. Stat. § 51.20(18) (Equalized Rate: .000000023)	$-214.40
General County Taxes	$47,778,587.00
Wis. Stat. § 70.62, (Equalized County Rate: .005125734)	

STATE OF WISCONSIN)
COUNTY OF SHEBOYGAN) I, Jon Dolson do hereby certify that the above is a true and correct copy of the original on file in the office of the County Clerk and that it was adopted by the County Board of Supervisors on this date.

Date: 11-06-2018
(Seal)

County Clerk

BE IT FURTHER RESOLVED that the sum of $1,377,011.00, which is the amount approved for the budget of the Monarch Library System, pursuant to Wis. Stat. § 43.64, be and hereby is levied against all taxable property in the townships, excluding the Towns of Scott and Sherman, and all villages, excluding the Villages of Adell, Cedar Grove, Elkhart Lake, Kohler, Oostburg, and Random Lake.

(Equalized Rate: .000360160)

BE IT FURTHER RESOLVED that the sum of $251,863.00 County Aid to Bridges as approved by Resolution No. 16 (2018/19) be and hereby is levied against all taxable property in the townships in Sheboygan County.

(Equalized Rate: .000066758)

BE IT FURTHER RESOLVED that the County Clerk and the County Finance Director shall, pursuant to Wis. Stat. § 70.63 determine and apportion within nine (9) days of this date, the tax levy set forth for the respective municipalities, according and in proportion to the valuations for the towns, villages, and cities as submitted by the Wisconsin Department of Revenue.

Respectfully submitted this 6th day of November, 2018.

FINANCE COMMITTEE

William C. Goehring, Chairperson

Greg Weggeman, Vice-Chairperson

Vernon C. Koch, Secretary

Roger L. Te Stroete

Keith Abler

Opposed to Introduction:

II

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

Submitting the Tax Levy Certification for the 2018-2019 school year from the Sheboygan Area School District.

_____
CITY CLERK

Consent.

Mark Boehlke
Assistant Superintendent
Business & Operational Services

830 Virginia Avenue
Sheboygan, Wisconsin 53081
Ph. (920) 459-3523
Fax: (920) 459-4300

SHEBOYGAN AREA SCHOOL DISTRICT

Learning Today. Leading Tomorrow.

November 2, 2018

City of Sheboygan
Municipal Clerk - Meredith DeBruin
828 Center Avenue
Sheboygan, WI 53081-4442

Dear Meredith:

The Board of Education for the Sheboygan Area School District approved the following Tax Levy for the 2018-2019 school year:

School Levy	$35,013,896.00
Recreation Levy	$ 1,272,528.00

Enclosed are the tax levy certifications as assessed against the taxable property of that portion of the school district and/or recreation district lying within your municipality as required by section 120.17(8).

The levy payment must be received in the Business Office by the due date. If there are any questions, please feel free to contact me at 920-459-3955.

Sincerely,

Mark J. Boehlke

Mark Boehlke
Assistant Superintendent
Business and Operational Services

Enclosure (1)

Wisconsin Department of Public Instruction

PI-1508 TAX LEVY CERTIFICATION

ss. 24.71, 120.17 (8)

Instructions: This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10.**
(Ref Wisconsin Statute s.120.12(3))

2018-2019 School Year

TO

1. Muncipal Clerk: MEREDITH DEBRUIN
828 CENTER AVE
SHEBOYGAN, WI 53081-4442

2. Municipality: City of Sheboygan

3. County: Sheboygan County

The levy is distributed using the same percentage as the equalized valuation.

	Entire School District	**Portion of School District Lying Within Municipality**
	Column 1	Column 2
4. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	$3,642,382,583.00	$2,402,124,575.00
5. Percent of Entire School District	100.000000%	65.949266%
6. Total Levy	$36,286,424.00	**$23,970,770.00**

CERTIFICATION

I HEREBY CERTIFY the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17 (8). The state superintendent, pursuant to s. 121.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

FROM

Name of School District	School District Clerk
Sheboygan Area (5271)	Jennifer Pothast
Signature of School District Clerk	Jennifer Pothast
Signature of Notary Public	Jennifer D. Hess
Signed before me this date 10/26/2018	My Commission Expires 9/13/2019

NOTARY SEAL

Wisconsin Statutory References:
s.120.17(8)
s.120.44
s.121.06(2)

Mail tax settlement to: District Administrator
Sheboygan Area School District
830 Virginia Ave
Sheboygan, WI 53081-4427

Wisconsin Department of Public Instruction

PI-1508 TAX LEVY CERTIFICATION

ss. 24.71, 120.17 (8)

Per §74.09(3)(db) a school board is required to separately report any tax levies that exceed its annual revenue limit as a result of a successful referendum to exceed the limit on a non-permanent basis. State law requires the levies associated with all debt and non-recurring operation referendums passed after December 31, 2014 to be listed separately. The property tax bill must also include the year in which the non-permanent referendum to exceed the revenue limit no longer applies.

2018-2019 School Year

List of approved 2018-2019 debt and non-recuring operating referenda which will allow the district to exceed its revenue limit on a non-permanent basis.

Municipal Clerk: MEREDITH DEBRUIN
828 CENTER AVE
SHEBOYGAN, WI 53081-4442

Municipality: City of Sheboygan

County: Sheboygan County

School District: Sheboygan Area (5271)

School District Clerk: Jennifer Pothast

Referenda ID	Vote Date	Type	Year Expires	Total Referendum Amount	2018-2019 Levy Amount due to Referendum	Percent of Entire School District	2018-2019 Amount due to Referendum for Taxation District
RF-3992	11/8/2016	Issue Debt	2037	$29,000,000	$888,787.00	65.94926591%	$586,149.00

II

R. O. No. ____ - 18 - 19. By CITY PLAN COMMISSION. November 19, 2018.

Your 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; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 13, 2018, and after due consideration, recommends approval of the Resolution.

Consent

CITY PLAN COMMISSION

III

4.3

Res. No. 115 - 18 - 19. By Alderperson Bohren. November 5, 2018.

A RESOLUTION approving the SouthPointe Enterprise Campus Protective Covenants and authorizing staff to record said covenants as deed restrictions against the property.

WHEREAS, having reviewed the protective covenants in the existing Sheboygan Business Center, city staff has incorporated additional covenants into SouthPointe Enterprise Campus to ensure that new development is consistent; and

WHEREAS, these protective covenants blend the use and protect the value of properties in the campus.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes city staff to record these protective covenants against the properties included in the campus and understands that these requirements shall be followed for all new development occurring in this campus.

James a. Bohren

City Plan 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

SouthPointe
ENTERPRISE CAMPUS

bizsheboygan.com

PROTECTIVE COVENANTS

(Created 2018)

1. STRATEGIC LOCATION

The SouthPointe Enterprise Campus is located at the southernmost point of the City of Sheboygan and acts as a gateway to the community as viewed by motorists heading north on Interstate 43. The business campus is bordered by Interstate 43 and County Highway OK which provides great accessibility to the interstate. The campus includes approximately 400 additional acres that can be developed in phases over time. The plan indicates sites in a range of sizes, including larger sites up to 20+ acres. The plan is intended to be flexible and allow for development of sites varied in size based on need.

2. BACKGROUND AND PURPOSE

The SouthPointe Enterprise Campus is a planned development owned and managed by the City of Sheboygan, Wisconsin. These covenants are intended to be for the mutual benefit and protection of all present and future owners and lessees of land within the SouthPointe Enterprise Campus (hereinafter referred to as "SouthPointe"). It is the intention of the City of Sheboygan (hereafter referred to as the "City") that this be an environmentally and aesthetically superior development protected against depreciation in property values. These covenants are designed to ensure that SouthPointe will always provide an attractive setting for business and industry with high quality improvements, which will reflect well on both the owners and lessees within SouthPointe and the City of Sheboygan.

3. EASEMENTS

A. Title

Title of specific parcels will be transferred from the City to purchasers upon completion of appropriate sales transactions. The City will retain permanent easements for all drainage ways, retention ponds, landscaped areas, access routes, utilities, and other maintenance areas, which have been constructed or shown as planned to serve the campus as a whole.

B. Easement Area Maintenance

Each owner shall be responsible for required maintenance within identified easements on their properties. The City will retain ownership and provide maintenance for the retention ponds developed as part of the drainage system for the entire campus. (Retention ponds built by and for the use of individual owners will be responsibility of said owner.)

It shall be the responsibility of the individual property owners to ensure that the adequacy of maintenance is such that the premises are maintained properly, including the trimming and fertilization of ground cover, shrubbery, trees, and the replacement of landscaping when and where necessary.

4. LAND USE

The plan outlines zones for different land use/tenant types. The Office/Manufacturing zone is intended to accommodate smaller scale uses including corporate office, light industrial, and smaller scale manufacturing and warehousing. The Large Manufacturing zone is intended to accommodate uses with a need for larger sites to support their operations. The preferred concept plan is located in Appendix A.

A. Permitted Uses

The campus has been zoned Suburban Industrial (SI) under Section 15.105(3)(g) of the City of Sheboygan Zoning Ordinance. Under that section, any land use permitted under any of the City's other industrial classifications are a permitted use with the exception of those listed in subsection B, below.

The City may consider rezoning parcels with frontage on Interstate 43 to exclusively permit lodging. Interstate frontage lots may be considered for the development of mid-range and upscale hotels with at least sixty (60) units. The City may, via its zoning ordinance, permit certain ancillary uses in parcels rezoned exclusively for lodging.

B. Prohibited Operations and Uses

In addition to those uses prohibited in the City's other industrial classifications, the following uses are prohibited in the SI Zone.

1. The manufacture, processing or packaging of fish products.
2. The rendering of fats or oils.
3. Motor vehicle wrecking /repair and junk yards.
4. The manufacture of cement or concrete, plaster of paris and gypsum, crushing/recycling of concrete and gravel.
5. Fuel refineries and storage yards.
6. The manufacture of acids, explosives or dry fertilizers.
7. The operation of stockyards or slaughterhouses.
8. Waste Incineration.
9. Personal storage facilities (mini warehouses).
10. Adult Entertainment.
11. Ammunition, ordinance or explosives production or storage operations.
12. Asphalt plants.

C. Nuisance Restrictions

No operation, process, or other use or activity on said property shall produce noise, light, odors, smoke, vibrations, heat, industrial waste, or other external nuisances in violation of or in excess of the limits defined in city codes.

D. Special uses

Any activity causing or resulting in electromechanical or electromagnetic disturbance or radiation shall require a written application to and the approval by the City Plan Commission.

5. SETBACKS FROM PROPERTY LINES

A. Front Yard Setback

No part or portion of any building shall be erected, constructed, or extended nearer than fifty (50) feet to the front lot line of any parcel. Parking or storage of automobiles or other vehicles, materials, products or equipment shall be prohibited within this fifty (50) foot setback area. The fifty (50) foot setback shall be entirely graded and sodded or seeded between side lot lines and from the road shoulder to the building face in a manner that will produce an acceptable lawn, excepting only such areas as may be required for driveways or walks and planting beds for flowers, groundcover, shrubs, trees, or combinations thereof. All driveways, parking lots, and truck loading areas shall be surfaced with Portland cement concrete from the right-of-way line to the roadway. All walks shall be of Portland cement concrete. All such landscaping, drives, and walks shall be completed within one (1) year of the time construction of the principal building has been completed.

B. Interior Side Yard Setback

No part or portion of any building shall be erected, constructed, or extended nearer than twenty-five (25) feet to any interior side lot line of any parcel within SouthPointe Enterprise Campus. The use and treatment of all side yard areas shall be in accordance with the provisions of Paragraph 4(A) above. Parking, material storage, loading docks, and vehicular circulation shall be prohibited within said twenty-five (25) foot setback.

C. Street Side yard

No portion of any building shall be created, constructed, or extended nearer than fifty (50) feet to the street side lot line any parcel. Parking of automobiles or other vehicles shall be prohibited in the twenty-five (25) feet nearest the street right-of-way line. The setback shall be graded and seeded or sodded except for access drives, walkways, and planting beds.

D. Rear Yard Setback

No part or portion of any building shall be erected, constructed, or extended nearer than twenty-five (25) feet to any rear lot line. Those lots abutting a residential zoning district shall have a fifty (50) foot rear yard setback.

6. CONSTRUCTION MATERIALS

The overall approach of the SouthPointe Enterprise Campus encourages a variety of architectural styles on the campus. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detracts from the attractiveness of the overall development.

For all lots abutting I-43, one hundred (100) percent of the exterior of the building shall be faced with concrete, brick, masonry, or stone. For all lots abutting CTH OK, the facades facing the road shall be 100 percent faced with concrete, brick, masonry, or stone.

Facade: Colors, arterials, finishes, and building forms shall be coordinated in a consistent manner on all facades. All exterior walls shall be finished with the following materials:

A. Brick or natural stone (exterior use of brick, masonry, and manmade or natural stone, which does not require a foundation, generally is not permitted). Masonry shall be required for at least fifty (50) percent of all exterior walls with street frontage and/or visibility.

B. Decorative faced concrete block.

C. Glass curtain walls.

D. Concrete panels.

E. Architectural metal – roof and accent only (minimum 20-year warranty on finish; at least 26-gauge metal; totally concealed fasteners, baseplates, and end trim required).

F. Other materials as approved by the Architectural Review Board.

Mechanical Equipment: All mechanical equipment, including roof-mounted equipment, shall be enclosed or screened as part of the overall architectural design.

All site plans must be submitted to the City for review and approval by the City Plan Commission. Building designs and materials shall be reviewed and approved by the Architectural Review Board.

7. OUTSIDE STORAGE

Open outdoor storage of materials, supplies, products, goods for sale, or equipment shall be prohibited.

All trash containers, including dumpsters, must be enclosed by a wall of solid materials that match the building facade and provide a suitable visual screen. Such wall shall be of sufficient height to cover the material stored and shall be maintained.

Storage of wood or combustible materials, including pallets or skids, must be on a hard surface screened and at least twenty (20) feet from any structure, building, or property line.

8. SITE STORM DRAINAGE

No land shall be developed nor shall any use be permitted that results in the flooding, erosion, or sedimentation of adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other storm water management facility in conformance with the approved drainage plan for SouthPointe.

All roof storm water must be collected internally and discharged less than two (2) feet above grade at the building face or be conducted underground directly to the drainage easement. Each owner shall take the necessary precautions to ensure that storm drainage from their site is not contaminated with motor vehicle fuels, lubricants, salt, or other chemical compounds detrimental to aquatic life or groundwater.

All on-site storm water measures shall use green storm water management practices, such as bio-swales, rain gardens, porous pavement, parking lot

infiltration ponds, green roofs, and rainwater harvesting through the development. All green storm water management practices shall be maintained privately.

The City will retain ownership of all public retention ponds developed as part of the drainage system for the entire campus.

9. FENCING

Fenced areas in the campus are permitted under the following terms and conditions:

A. Placement

Fences shall not be permitted in the front yard or easement areas if surface water drainage will be affected. Approval by City Engineer is required.

B. Type

Galvanized metal cyclone fencing is prohibited. Should fencing be required, all fencing shall be black or of a decorative style. Barbed wire in any form is specifically prohibited.

C. Height

Fences shall not exceed ten (10) feet in height.

D. Maintenance

All fences shall be maintained in good condition, including painting as required.

10. SIGNAGE

Except as otherwise provided in this section, signage shall be limited to corporate identity signs containing the company name and/or its logo. In addition, directional signs may be permitted on the property as described in this Section.

One corporate identity sign may be placed on each building facade. No roof mounted billboards or signs are permitted. No wall-mounted billboards are permitted. All lettering on the building must be smaller in height than twenty (20) percent of the wall height and all of the combined graphics shall be no longer than twenty-five (25) percent of the wall length.

One ground-mounted corporate identity sign per building may be placed on a panel with a solid base constructed of materials used on the visible elevations of the building (aluminum, glass, masonry, or steel). The size of the wall panel and base shall not exceed five (5) feet in height and fourteen (14) feet in length. The overall area of the sign face (excluding the base) shall not exceed fifty-six (56) square feet for all lot sizes exceeding six (6) acres and shall not exceed forty-two (42) square feet for all lot sizes of six (6) acres or less. Ground-mounted corporate identity signs must include a landscaped setting of ornamental shrubs, flowers, ground cover, or a combination of the three in an area equal to two times the area of the sign.

All lettering and logos on buildings or sign wall panels shall be made of individually cut or fabricated letters. No panel signs, painted wall signs or pylon signs are permitted.

Sign lighting, if desired, must be ground-mounted and hidden from view from the street. Individual letters may be internally illuminated.

All sign designs must be submitted to the Architectural Review Board for approval prior to construction.

Directional signage shall be a post and panel system and shall be limited in size to ten (10) square feet and in height to six (6) feet above the grade. No more than one sign shall be provided at each access drive.

Flashing, temporary, movable, or moving signs shall not be permitted.

11. BUILDING HEIGHT

The height of all structures shall be subject to the restrictions set forth in the City Zoning Ordinance.

12. PARKING AND LOADING

Owners shall be required to provide a sufficient number of off-street parking spaces to accommodate the maximum number of vehicles expected on each parcel during peak hours for all uses on the parcel including employees, customers, suppliers, or visitors, but in no event shall there be fewer than one parking space for each person employed during the major shift. All parking areas and driveways shall be paved in asphaltic cement or Portland cement concrete. Said parking areas and driveways shall be completed within one year of the time construction of the principal building has been completed.

All permitted uses shall provide off-street truck loading berths, preferably to the rear of the buildings. Truck loading berths shall be prohibited at the front of all buildings, unless no other options are feasible but shall be adequately screened.

No unlicensed or inoperable vehicle shall remain on site more than twenty-four (24) hours. Queuing of trucks on street and parking of trucks on public streets is prohibited.

13. BICYCLE RACK REQUIREMENTS

To encourage non-motorized transportation alternatives, each new business within in the development shall install a bicycle rack in a convenient and visible area as close as the closest non-accessible automobile parking and within one hundred (100) feet of the principal entrance. Bike racks shall be inverted U and/or post and ring type racks.

14. UTILITIES AND SITE LIGHTING

All utility lines within said property shall be installed underground in easements provided therefor. No overhead electric power, telephone or cable service will be permitted.

The campus permits exterior lighting that provides for basic safety and security needs. Pursuant to the provisions of this section, appropriate lighting may be provided in order to delineate roads, drives, parking areas, pedestrian ways, buildings, and other important organizational points. Because the campus attempts to achieve an architecturally consistent park-like setting, all lighting fixtures are required to be the same general type.

A. Primary parking lot illumination shall consist of cut-off LED luminaries as manufactured by Gardco or similar approved brand, in dark gray, bronze or black finish, and consistent with the city's zoning ordinance.

B. Walkway lighting should be from the same family of products as provided in subsection A, above. Bollard lighting may be used as low level walkway illumination on private property.

C. All building lighting shall be included as part of the overall design concept, and shall consist of recessed lighting in overhangs and at the entrance. Building lighting may not be mounted on the building except at a loading dock, in which case a hooded LED light fixture may be used to direct lighting downward rather than toward adjoining properties.

15. LANSCAPING AND GREEN AREAS

All areas on any site not used for building, storage, parking, walks, access roads, and loading areas shall be suitably graded and drained, seeded, or sodded, and grass and landscaped areas shall be maintained with ground cover, flowers, trees, and shrubs. Landscape plans must be submitted for approval by the City Plan Commission prior to building construction. Natural or native planting including prairie and wetland plants will be permitted only upon specific approval of the City. Mulch shall be of natural materials only. Shade trees will have a minimum caliper of two (2) inches. Landscaping and planting shall be completed within one year of the time construction of the principal building has been completed.

Street Trees: It is the responsibility of the lot owner to care and prune street trees installed in easements adjacent to the street right-of-way and replace with the same type of tree when necessary.

The city will provide the enterprise campus entry features and multi-use recreational trail system in addition to the retention ponds.

The property owner is responsible for maintaining the ditches adjacent to their property.

16. RESUBDIVISION OF LOTS

Lots may be combined but subdivision of lots within the campus by any owner other than the City is not permitted. If an owner desires to sell an undeveloped portion of property, and if that undeveloped portion is at least two (2) acres in size and is large enough to support additional development under the minimum lot size requirements of the zoning for the site, the owner may only transfer said portion to the City, and shall do so for a sum equal to the purchase price per acre paid to the City by the owner.

17. UTILITY EASEMENTS

All owners and occupants of said lands shall cooperate with the City in the planning and granting, at no cost to the City, of all necessary and reasonable easements for gas, electric, telephone, fiber optics and other cables, sewer, water, and access roads, and shall grant such easements provided that such easements so not unduly restrict future development. No buildings may be constructed over a utility easement.

18. TOWERS AND ANTENNAS

Except as expressly provided in this section, all antennas shall be constructed on existing structures, including but not limited to, water towers, public buildings, existing utility towers, and other communication towers.

If the City determines that such antenna(s) cannot be co-located on existing structures, freestanding tower structures may be permitted, but such structures shall be designed to support the proposed antenna(s) and three (3) additional sets of communication antennas. The developer shall agree in writing to make the structure available for the co-location of communication equipment owned by other entities at a reasonable cost. No more than one (1) freestanding tower structure greater than thirty (30) feet shall be permitted on a property. Multiple freestanding tower structures may be permitted on a property if a tower structure is less than thirty (30) feet in total height and if the property owner obtains a conditional use permit. Any new tower shall be a monopole type.

The developer may be required to post a bond or cash deposit to assure maintenance of communication equipment and its supporting structures; and to assure that if such facilities are abandoned, sufficient resources are available to the city to remove such equipment and structures.

19. MAINTENANCE RESPONSIBILITIES

A. Each lot owner shall keep their property, all contiguous street right-of-way to edge of pavement, and all easement areas in a well maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following :

1. Removal of all litter, trash, refuse, and waste.

2. Mowing all lawn areas to a height of less than five (5) inches unless otherwise approved in writing by the City Plan Commission. Designated and approved unused lot areas shall be cut a minimum of three (3) times per year or maintained as an agricultural crop.

3. Maintaining lawn and landscape areas in a weed-free, healthy and attractive condition.

4. Care and pruning of trees and shrubbery outside of easements.

5. Maintaining exterior lighting, signs, and mechanical facilities in working order.

6. Keeping all exterior building surfaces in a clean, well-maintained condition.

7. Striping and sealing of all parking and driveway areas.

8. Removal of unlicensed or inoperable vehicles.

9. Snow and ice removal and storage.

10. The property owner is responsible for maintaining the ditches adjacent to their property.

B. During construction, it shall be the responsibility of each owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials; and that construction material, trailers, and the like are kept in a neat and orderly manner. Burning of excess or scrap construction material is prohibited. Construction site erosion control practices shall be implemented to prevent erosion, sedimentation and pollution of air or water during construction.

C. All excavated or hauled-in materials spilled or tracked onto street rights-of-way shall be cleaned up by the owner or the owner's contractor.

D. Any damage to street pavement or curbing shall be repaired by the owner or the owner's contractor.

E. The owner of any undeveloped lands agrees to maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.

F. Wastewater Sampling Manhole Requirement:

Owners of properties upon which any construction, whether new or to existing buildings, is to be monitored by a pre-treatment program shall install a sampling port on the building's sewer line that measures and samples in a manner representative of total flow prior to discharge into the public sewer. The owner of the property is responsible for the installation, expense, liability, and maintenance of the sampling port to ensure it is safe and accessible at all times to the Department of Public Works personnel.

The sampling manhole shall meet the following requirements:

- Shall have a minimum dimension of 24 inches in diameter and 3 feet in depth.
- Shall utilize a standard manhole frame and cover.
- Building sewer line shall be of sufficient length as to allow for representative wastewater sampling to occur with the use of sampling manhole.
- May serve as "clean out."
- Shall be constructed of concrete. Other materials such as PVC may be considered if they meet all specifications and are pre-approved by the City Engineer.

20. COVENANT CONTINUITY

The property shall be conveyed subject to the restrictions, covenants and conditions contained herein, all of which are to run with the land and shall be binding on all parties and all persons claiming said property in perpetuity, unless a resolution adopted by the City and the property owners has been recorded agreeing to change, modify, or amend said covenants in whole or in part.

21. CONSTRUCTION START

If a buyer of any lot does not commence construction of a building or buildings thereon within twelve (12) months after the date of purchase and complete the construction of a building or buildings thereon within two (2) years after the date of purchase, the City shall have the option to repurchase the property. Exercise of the option shall be effected by resolution adopted by the City of Sheboygan Common Council. Such option shall be exercisable upon delivery in writing of a notice to the buyer within six (6) months after the expiration of such twelve (12) month or two (2) year period. Closing shall take place within sixty (60) days following the exercise of such option on such date as shall be designated by the City. The purchase price to be paid by the City upon the exercise of such option shall be the sum of the following:

A. The purchase price paid for the land by the buyer.

B. All special assessments, which may have been paid by the buyer, which were levied against the premises during the period of such buyer's ownership.

   Less the sum of the following:

   1. Unpaid real estate taxes.

   2. Proration of current year's real estate taxes to date of closing.

   3. Title insurance policy premium.

   4. Liens and encumbrances on the property of a definite or ascertainable amount.

Conveyance shall be by warranty deed, free and clear of all liens and encumbrances except those in existence prior to the buyer's ownership of the property, and subject to all City regulations, recorded easements for public utilities, and recorded protective covenants and amendments thereto. Seller shall furnish title insurance policy at seller's expense for full amount of purchase.

22. ENFORCEMENT

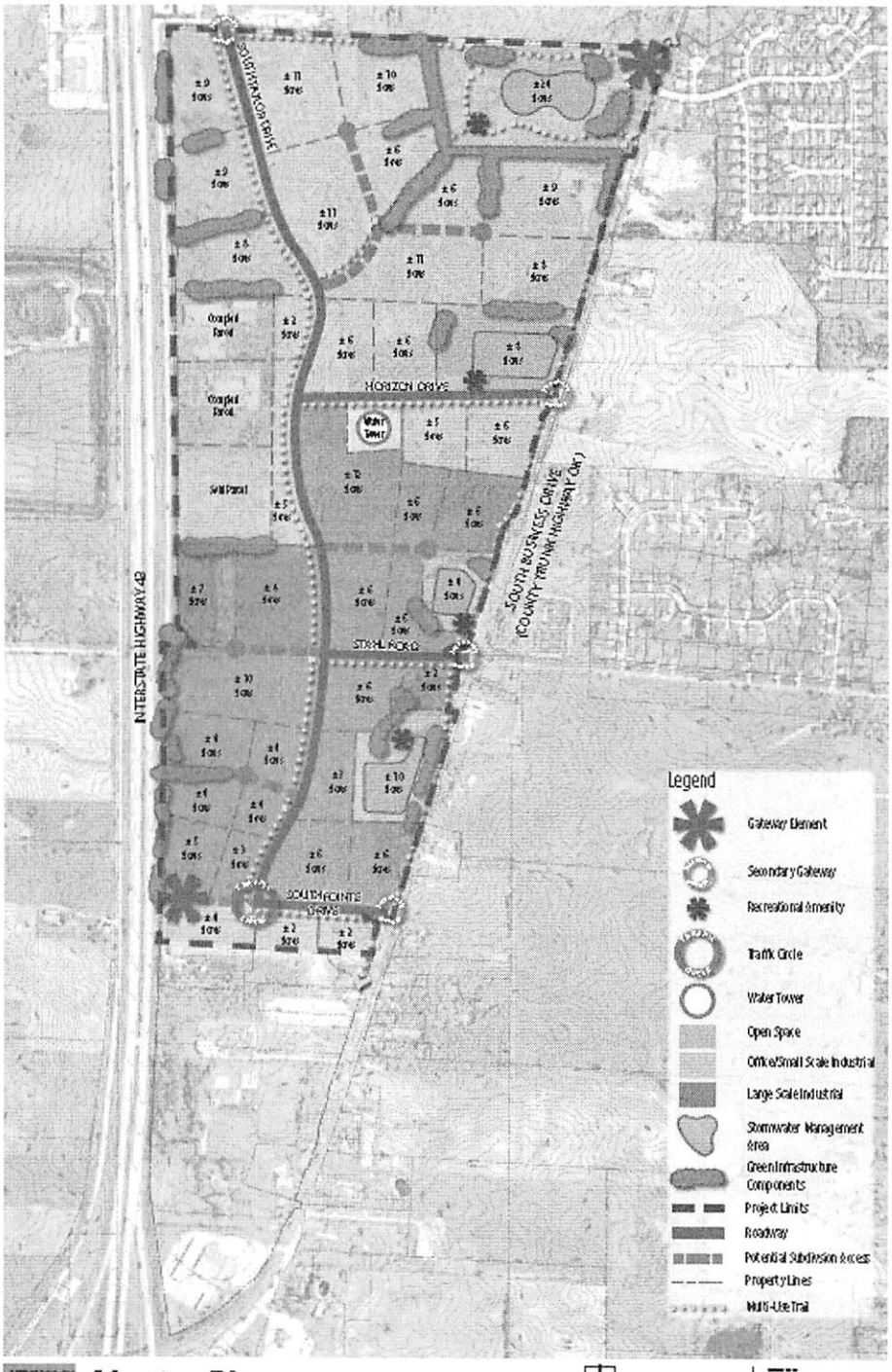
The enforcement of the restrictions and covenants contained herein shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or recover damages.

Invalidation of any one of the covenants or restrictions contained herein shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

If any Owner or Occupant has failed in any of the foregoing duties or responsibilities, then the City may give such owner written notice of such failure and such person must within ten (10) days after receiving such notice, rectify the problem.

Should any such owner or occupant fail to fulfill this duty and responsibility within such period, then the City, through its authorized agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry or trespass. The owners and occupants for whom such work is performed shall promptly reimburse the City for such cost. If such owner or occupant shall fail to reimburse the City within thirty (30) days after receipt of a statement for such work then said indebtedness shall be assessed against the lot owners annual real estate tax bill.

APPENDIX A


INTERSTATE HIGHWAY 43
SOUTH BUSINESS DRIVE
(COUNTY TRUNK HIGHWAY OK)
HORIZON DRIVE
STAHL ROAD
SOUTHPOINTE DRIVE
Water Tower
Legend
Gateway Element
Secondary Gateway
Recreational Amenity
Traffic Circle
Water Tower
Open Space
Office/Small Scale Industrial
Large Scale Industrial
Stormwater Management Area
Green Infrastructure Components
Project Limits
Roadway
Potential Subdivision Access
Property Lines
Multi-Use Trail
Master Plan
SouthPointe Enterprise Campus
Sheboygan, Wisconsin
City of Sheboygan
Ruekert · Mielke

III

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

MEAD LIBRARY

A RESOLUTION in recognition of National Friends of Libraries Week.

WHEREAS, the **Friends of Mead Public Library** operate a popular used book store within the library and engage in other fund-raising activities that help move the library from good to great;

WHEREAS, the funds raised by the **Friends** enable our library to host special events throughout the year, purchase much needed equipment, and support other library enhancements;

WHEREAS, the work of the **Friends** highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present;

WHEREAS, the **Friends** understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services;

WHEREAS, the **Friends'** gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

NOW, THEREFORE BE IT RESOLVED THAT the Mead Public Library Board of Trustees proclaims October 21-27, 2018, as Friends of Libraries week in Sheboygan, Wis. and urges everyone to join the **Friends of Mead Public Library** and thank them for all they do to make our library and community so much better.

Dated this 25th day of October, 2018

Garrett Erickson — Library Director

Maeve Quinn — Board President

Consent.

_____

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

MEAD LIBRARY

A RESOLUTION in recognition of National Friends of Libraries Week.

WHEREAS, the **Friends of Mead Public Library** operate a popular used book store within the library and engage in other fund-raising activities that help move the library from good to great;

WHEREAS, the funds raised by the **Friends** enable our library to host special events throughout the year, purchase much needed equipment, and support other library enhancements;

WHEREAS, the work of the **Friends** highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present;

WHEREAS, the **Friends** understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services;

WHEREAS, the **Friends'** gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

NOW, THEREFORE BE IT RESOLVED THAT the Mead Public Library Board of Trustees proclaims October 21-27, 2018, as Friends of Libraries week in Sheboygan, Wis. and urges everyone to join the **Friends of Mead Public Library** and thank them for all they do to make our library and community so much better.

Dated this 25th day of October, 2018

Garrett Erickson Library Director

Maeve Quinn Board President

VI

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 19, 2018.

Your 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.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.3

R. O. No. 159 - 18 - 19. By CITY ADMINISTRATOR. November 5, 2018.

Submitting a communication from Darrell Hofland 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.

Finance + Personnel actfile (approve dates)

CITY ADMINISTRATOR

VI

R. C. No. ____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 19, 2018.

Your 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.

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

3.4

R. O. No. 160 - 18 - 19. By FIRE CHIEF. November 5, 2018.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing July 1, 2018 and ending September 30, 2018

Incident Types		2016 Actual	YTD 9/30/17	2017 Actual	YTD 9/30/18	2018 Goals
Fires		138	100	126	70	
Rescue & Emergency Medical Service		3,931	2,962	3,959	3,145	
Non Fires		938	828	1,077	803	
TOTAL		5,007	3,890	5,162	4,018	
Station Incident Count Per Station						
Station 1		1,507	1,175	1,549	1,181	
Station 2		965	753	988	780	
Station 3		1,212	976	1,309	1,042	
Station 4		785	619	814	637	
Station 5		509	327	451	351	
Out of City		29	40	51	27	
Fire Loss						
Number of Incidents		72	54	65	46	
Total Property Loss		$ 846,192	$ 258,885	$ 276,985	$ 579,550	
Total Content Loss		$ 312,690	$ 123,660	$ 126,541	$ 283,785	
Total Loss		$ 1,158,882	$ 382,545	$ 403,526	$ 863,335	
Average Loss		$ 16,095	$ 7,084	$ 6,208	$ 18,768	
Additional Workload						
Inspections		1,860	1351	1,880	1,646	
School Fire Safety Programs/Students				183/3353	90/1735	
Public Events			19	25	34	12,000
Training Hours Full			7,138	11,868	7,056	
EMS Training Hours 2019						
Investigations/Formal		138/10	95	70	75	
Effectiveness						
EMS Response Time Compliance (Seconds)	360	80%	85%	78%	57%	90%
Fire Response Time Compliance (Seconds)	380	79%	85%	83%	76%	90%
Resident Satisfaction Rating		1	1	1	1	1

RHPS

Michael T. Romas

FIRE CHIEF

CITY OF SHEBOYGAN

REQUEST FOR LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Report of Officer, submitting the Fire Department Quarterly Report for the period commencing July 1, 2018 and ending September 30, 2018.

REPORT PREPARED BY: Michael T. Romas, Fire Chief

REPORT DATE: October 18, 2018 **MEETING DATE: November 14, 2018**

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

Wisconsin Statutes:	N/A
Municipal Code:	Sec. 50-564

BACKGROUND / ANALYSIS:
The Quarterly Report of Benchmarks for the Fire Department for the period commencing July 1, 2018 and ending September 30, 2018 is presented for information and discussion as required by section 50-564 of the Municipal code.

STAFF COMMENTS:
Highlights of the 2018 third quarter report are as follows:

- 30% decrease in fire incidents (100 to 70)
- 32% decrease in out-of-city responses (40 to 27)
- 15% decrease in number of fire loss incidents (54 to 46)
- 18% increase in completed fire inspections (1351 to 1646)

ACTION REQUESTED:
Motion to recommend to Council to Approve the Report of Officer No. -18-19.

ATTACHMENTS: R.O. No. -18-19

VI

R. C. No. ____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 19, 2018.

Your 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.

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.

35

R. O. No. 161 - 18 - 19. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
November 5, 2018.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing July 1, 2018 and ending September 30, 2018.

Patrol and Investgations	2016 Actual	Y-T-D 09/30/17	2017 Actual	Y-T-D 09/30/18	2018 Goals
Homicide	1	0	0	**0**	0
Rape	21	16	24	**14**	20
Robbery	10	6	11	**7**	15
Aggravated Assualt	101	66	85	**88**	90
Violent Crime Total	133	88	120	**109**	125
Burglary	119	62	91	**71**	100
Theft	908	518	702	**537**	900
Motor Vehicle Theft	36	22	32	**14**	30
Arson	5	9	12	**5**	5
Property Crime Total	1068	611	837	**627**	1050
Percent of Offenses Cleared	55%	41%	46%	**62%**	70%
Value of Property Stolen	$93,250	$452,548	$554,070	**$335,298**	%500,00
Value of Property Recovered	$204,714	$154,403	$184,216	**$128,592**	%200,00
Percent of Stolen Recovered	41%	34%	33%	**%38**	40%
Accident Investigations	1,900	1,319	1,736	**1,238**	1,500
Traffic Stops	4,256	5,225	6,157	**4,438**	No Goal
Traffic Arrests	2,426	3,873	4,669	**3,798**	No Goal
Other Arrests	3,692	2,255	3,006	**2,539**	No Goal
Speed Trailer Deployments	20	6	7	**15**	20
HVEE Deployments	N/A	2	6	**14**	12
Parking Tickets Issued	9,842	8,350	10,476	**7,422**	10,000
Bicycles Recovered	200	109	139	**109**	150
Involuntary Commitments	148	132	161	**108**	No Goal
Administration					
District Attorney Request for Digital Evidence	N/A	681	1,008	**876**	2,750
Open Records Requests	4,310	2,865	3,778	**2,846**	4,000
Nixle Messages Sent	233	198	263	**189**	250
Press Releases	N/A	21	25	**33**	50
Tweets	N/A	213	298	**222**	350
Facebook likes	6,000	7,789	8,045	**9,534**	9,000
Reported Crime Maps	104	78	103	**72**	104
Crime Comparison Reports	52	35	44	**31**	52
Burglary Reports	86	47	51	**0**	0

CHIEF OF POLICE

AHPS

VII

R. C. No. ____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 19, 2018.

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

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

No.	Name	Address
3363	Pinky's	2123 N. 15th Street
3261	Two Amigos Restaurant	1119 Michigan Avenue

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

No.	Name	Address
2472	Backus, Holden J.	523 Pine Street, Sheboygan Falls
2491	Beam, Christy L.	244 Center Avenue Apt. 4
2495	Boeldt, Adam V.	615 E. Washington Ave, Cleveland
2471	Chavez, Edwin G.	1719 N. 12th Street
1564	Derrick, Ricci L.	1932 N. 10th Street
9644	Gischia, Carlo J.	1916 Martin Avenue
7004	Halada, Kimberly A.	2318 S. 16th Street
1621	Hameister, Brian L.	1202 Michigan Avenue Apt. #2
2484	Hatleli, Lonnie A.	1507 S. 8th Street
2481	Hernandez, Christinea M.	2705 Wollmer Street, Manitowoc
2478	Higgins, Destin M.	2209 N. 29th Street
2391	Lawrence, Michelle L.	722 Wilson Avenue
2476	Mahoney, Karen M.	420 Vanburen Road, Howards Grove
2475	Maizonet, Susan L	929 S. 14th Street
2485	Mindock, Ethan C.	1703 North Avenue
2122	Mueller, Alexandra A.	1516 Maryland Avenue
2483	Neill, Ladonna J.	2711 S. 8th Street
7161	Redinger, Jessica M.	46 Winnebago Place
2493	Solano-Lara, Chase A.	1909 Martin Avenue
2479	Thompson, Malikah Y.	1018 N. 11th Street
2469	Warner, Cassandra K.	1213A S. 8th Street
2494	Xiong, Pa Nong	1715 Ontario Avenue

consent.

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2018)

No.	Name	Address
3567	Diener, Kelly J.	3526 N. 34th Street
2474	Neuman, Vivian V.	2201 Erie Avenue Apt. A102

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. November 19, 2018.

Your 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 construction; 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

4.9

Res. No. 121 - 18 - 19. By Alderperson Wolf. November 5, 2018.

A RESOLUTION 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 construction.

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 construction of the Pennsylvania Avenue bridge for the proposed sum of $3,703,363.00 of which the Federal/State share is $2,962,213.00 and of which the City of Sheboygan's share is $741,150.00.

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

1st REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET LOCAL BRIDGE PROJECT *This agreement supersedes the agreement signed by the Municipality on April 25, 2016 and signed by DOT on May 16, 2016.* **Program Name: Local Bridge** **Sub-program #: 205**	Revised Date: October 23, 2018 Date: MARCH 16, 2016 I.D.: 4996-25-00/71 Road Name: PENNSYLVANIA AVENUE Bridge ID: B-59-0064 Location: SHEBOYGAN RIVER Limits: S. COMMERCE STREET – N. WATER STREET County: SHEBOYGAN Project Length: 480 FEET Facility Owner: CITY OF SHEBOYGAN Project Sponsor: CITY OF SHEBOYGAN

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: Structure B-59-0064 is a 4 span structure over Sheboygan River. The structure was constructed in 1973 and is 400 feet in length and has a clear roadway width of 52 feet. The sufficiency rating is 50.9 and the structure is structurally deficient. The girders and superstructure are spalled and are patched annually. The existing guardrail is substandard. The existing sidewalk and median has spalling and cracking.

Proposed Improvement - Nature of work: The proposed improvement is a rehabilitation and will consist of a low slump concrete overlay. The concrete girder ends at the abutments will be repaired as well as the joints. Additional slope protection will be added at abutments for scour and erosion control. There will be some approach work which will extend approximately 40 feet to the west and 40 feet to the east of the existing structure. Bridge railing updates will be addressed. There will be no right of way acquisition needed. The roadway will be open with staged construction.

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: Adjusting sanitary sewer manhole covers.

The Municipality agrees to the following 2015-2020 Local Bridge program project funding conditions:

Project design costs are funded with up to **80%** federal/state funding up to a funding limit of **$223,520**. The Municipality agrees to provide the remaining **20%** and any funds in excess of the **$223,520** federal/state funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Project construction costs are funded with up to **80%** federal/state funding up to a funding limit of **$2,738,693**. The Municipality agrees to provide the remaining **20%** and any funds in excess of the **$2,738,693** federal/state funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

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 Local Bridge Program projects, the subject 2015-2020 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2017, or by June 30, 2022.** 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 estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State 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/State Funds**	**%**	**Municipal Funds**	**%**
ID 4996-25-00					
Design	**$240,350**	**$192,280**	80%*	$48,070	20%+BAL
State Review	**$39,050**	**$31,240**	80%*	$7,810	20%+BAL
ID 4996-25-71					
Category 010 - Approaches					
Participating Construction	**$715,350**	**$572,283**	80%*	$143,067	20%+BAL
State Review	**$45,750**	**$36,600**	80%*	$9,150	20%+BAL
Category 020 - Structures					
Participating Construction	**$2,555,513**	**$2,044,410**	80%*	$511,103	20%+BAL
State Review	**$106,750**	**$85,400**	80%*	$21,350	20%+BAL
Non-Participating Construction	**$600**	**$0**	0%	$600	100%
Total Est. Cost Distribution	**$3,703,363**	**$2,962,213**	**N/A**	**$741,150**	**N/A**

*Design **ID 4996-25-00** federal/state funding is limited to $223,520.

*Construction **ID 4996-25-71** federal/state funding is limited to $2,738,693

This request is subject to the terms and conditions that follow (pages 3 – 8) 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.)		
Name	Title	Date
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 or state 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 Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.

    h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.

    i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

    j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2015-2020 Local Bridge program. Federal /State financing 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 bridge items: Staining and formliners

5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State 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 2015-2020 Local Bridge program improvement project to be <u>financed entirely</u> 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.

h. Real estate for the improvement.

8. For bridge rehabilitation projects, TRANS 213.03(2)(b) calls for an independent engineering study at the Municipality's expense, which demonstrates the following conditions would be met:
   a. The rehabilitation would be cost effective,
   b. It would extend the life of the bridge by at least ten years, and
   c. It would correct all deficiencies.

   Per Department policy, the independent engineering study must also demonstrate that alternatives have been developed and reviewed to determine the appropriate scope of the proposed improvement.

9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

10. 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 project sponsor unless such exception is granted.

11. Work to be performed by the Municipality without Federal/State 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.

12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

13. 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.

14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State 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.

15. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2015-2020 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2017, or by June 30, 2022.** 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.

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

17. 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 projects.

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.

18. 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 General 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 now such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

19. 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.

20. 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.

21. 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.

22. 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.

23. 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

24. 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.

25. 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.

26. The Municipality agrees to the following 2015-2020 Local Bridge Program project funding conditions:

    a. ID **4996-25-00**: Design is funded with 80% federal/state funding up to a funding limit of **$223,520**, when the Municipality agrees to provide the remaining 20% and any funds in excess of the **$223,520** federal/state funding limit. 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 80% with federal funding and 20% by the Municipality.

b. ID **4996-25-71**: Construction:

i. Costs for construction, engineering, and state review are funded with 80% federal/state funding up to a funding limit of **$2,738,693**, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the **$2,738,693** federal/state funding limit.

ii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.

[End of Document]

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. November 19, 2018.

Your 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.

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

4.10

Res. No. 122- 18 - 19. By Alderpersons Wolf and Sorenson. November 5, 2018.

A RESOLUTION 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.

WHEREAS, the City of Sheboygan is a Tree City USA community for over 40 years; and

WHEREAS, the Emerald Ash Borer (EAB) is a non-native, invasive insect that is infesting and killing ash trees all over the Midwest including Sheboygan and Sheboygan County, Wisconsin; and

WHEREAS, municipal governments like the City of Sheboygan have limited resources to mitigate the devastating effects from EAB; and

WHEREAS, the Rotary Club of Sheboygan and the Lakeshore Natural Resource Partnership, Inc. have established the Restoration of our Trees Sheboygan (ROOTS) partnership; and

WHEREAS, the ROOTS partnership is developing a broad county-wide collaboration to address EAB throughout Sheboygan County; and

WHEREAS, it is the desire of the partnership to partner with all sectors including the private, public, and non-profit sectors to mitigate the effects of EAB; and

WHEREAS, the partnership intends to seek grant resources and fundraise for EAB initiatives that will support EAB mitigation throughout Sheboygan County.

Public Works approve.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, supports the efforts of the Rotary Club of Sheboygan and Lakeshore Natural Resource Partnership, Inc. to take collaborative efforts under the ROOTS initiative to spearhead EAB programs.

Ben Sorenson

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. November 19, 2018.

Your 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.

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

4.11

Res. No. 123 - 18 - 19. By Alderperson Wolf. November 5, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the provision and complete installation of furnishings for the newly renovated City Hall.

WHEREAS, the City of Sheboygan is in the process of a complete renovation of the City Hall Building including a totally new floor plan and furnishings design; and

WHEREAS, the City desires to equip the newly renovated space with modern, well-designed furnishings so as to create a pleasant and professional environment for both members of the public as well as City Officials and Staff; and

WHEREAS, to that end, the City has worked closely with Emmons Business Interiors of Sheboygan in the design of the new space and is confident that the City will receive the very best products available, including a strong warranty for its investment; and

WHEREAS, working with Emmons Business Interiors, the City included an allowance of $ 500,000.00 in the overall estimated project cost for the City Hall renovation project, taking into account the re-use of certain newer furnishings from the old City Hall; and

WHEREAS, Emmons Business Interiors represents several manufacturers; and two in particular, Hon and Allsteel, have both State of Wisconsin and national contracts that include significant discounts; the City is able to leverage these discounts without the need for competitive bidding; and

WHEREAS, following an exhaustive effort by both city staff and representatives of Emmons Business Interiors to finalize designs and select appropriate colors and finishes and assure the utilization of as much of the current furnishings as possible, Emmons Business Interiors has arrived at a final cost for the project; and

WHEREAS, the manufacturers have agreed to protect the costs from inflationary increases typically imposed at the beginning of the calendar year as a further show of good faith to the City of Sheboygan.

Public Works approve.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with Emmons Business Interiors for the provision and complete installation of all furnishings for the newly renovated City Hall in the amount of $434,555.45.

BE IT FURTHER RESOLVED: That the following funding source shall be used in payment for the contracted purchase and installation of the furnishings authorized by this Resolution:

40011210-621200 Capital Improvements Fund-City Hall Remodeling

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 19, 2018.

Your 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.

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

8.3

Res. No. 124 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
November 5, 2018.

A RESOLUTION authorizing the appropriate City official to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction; and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructure under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and

WHEREAS, the Ordinance requires that $1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County; and

WHEREAS, the City of Sheboygan supports the County Sales Tax Revenue-Sharing Cooperative Agreement; and

WHEREAS, it is in its best interests of the City of Sheboygan to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement.

NOW, THEREFORE BE IT RESOLVED: That the Common Council of the City of Sheboygan approves the proposed Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is attached hereto, and agrees to be bound by its terms.

Finance/Personnel approve

BE IT FURTHER RESOLVED: That the Mayor and Clerk are authorized and directed to sign the Intergovernmental Cooperative Agreement on behalf of the City of Sheboygan.

_____

_____

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

SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2019 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. **PARTIES.** The parties to the Agreement are the **CITY OF SHEBOYGAN** (Municipality), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that $1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on a equalized value formula, provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. **EFFECTIVE DATE; TERM; TERMINATION.**

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Initial Term; Renewals. The initial term of this Agreement is for calendar year 2019 and is subject to renewal.

C. Termination – By County. During the term, this Agreement may be terminated by County if County determines that Municipality is not honoring the terms and conditions of this Agreement, and County shall have no further obligations to make any payments or perform any other requirements herein.

D. Termination – By Municipality. During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement, and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301 authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2019, pay to Municipality as a distribution of sales tax revenue the sum of **$426,590.**

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose. By so enhancing Municipality's ability to address its road and bridge maintenance needs, it would be expected that Municipality could engage in projects sooner rather than later, thereby saving it from the additional expense that might it otherwise incur by deferring the maintenance. Similarly, by providing this funding resource, it would be expected that Municipality would not have as much need to address maintenance through bonding or borrowing for projects, thereby saving the Municipality the expenses that might otherwise incur for servicing the borrowing. Thus ultimately benefits the Municipality's and County's taxpayers.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with County provided County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or

intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

9. **SEVERABILITY**. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. **ENTIRE AGREEMENT**. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

_____
[Municipality]

By:_____ _____
Authorized Representative Date Signed

By:_____ _____
Authorized Representative Date Signed

SHEBOYGAN COUNTY

By:_____ _____
Adam N. Payne Date Signed
Sheboygan County Administrator

By:_____ _____
Thomas Wegner Date Signed
County Board Chair

S:\Finance\Administrative\Revenue Sharing Program\Mailing\2019 Intergovernmental Cooperative Agreement (00129119xB94F0).docx

CITY OF SHEBOYGAN
DEC 26 2018
MAYOR'S OFFICE

SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE 2019 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. **PARTIES**. The parties to the Agreement are the **CITY OF SHEBOYGAN** (Municipality), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE**. Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that $1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on a equalized value formula, provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. **EFFECTIVE DATE; TERM; TERMINATION**.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Initial Term; Renewals. The initial term of this Agreement is for calendar year 2019 and is subject to renewal.

C. Termination – By County. During the term, this Agreement may be terminated by County if County determines that Municipality is not honoring the terms and conditions of this Agreement, and County shall have no further obligations to make any payments or perform any other requirements herein.

D. Termination – By Municipality. During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement, and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. **AUTHORITY**. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301 authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2019, pay to Municipality as a distribution of sales tax revenue the sum of **$426,590.**

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose. By so enhancing Municipality's ability to address its road and bridge maintenance needs, it would be expected that Municipality could engage in projects sooner rather than later, thereby saving it from the additional expense that might it otherwise incur by deferring the maintenance. Similarly, by providing this funding resource, it would be expected that Municipality would not have as much need to address maintenance through bonding or borrowing for projects, thereby saving the Municipality the expenses that might otherwise incur for servicing the borrowing. Thus ultimately benefits the Municipality's and County's taxpayers.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with County provided County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or

intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

City of Sheboygan
[Municipality]

By: _____ 12-10-18
Authorized Representative — Date Signed

By: _____ 12-6-18
Authorized Representative — Date Signed

SHEBOYGAN COUNTY

By: _____ 12-19-18
Adam N. Payne — Date Signed
Sheboygan County Administrator

By: _____ 12-19-18
Thomas Wegner — Date Signed
County Board Chair

S:\Finance\Administrative\Revenue Sharing Program\Mailing\2019 Intergovernmental Cooperative Agreement (00129119xB94F0).docx

IX

2.15

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. November 19, 2018.

Your 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.

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

Subs. of Gen. Ord. No. 24 - 18 - 19. By Alderperson Phillips.
November 19, 2018.

AN ORDINANCE 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 30th and prohibited on the east side of Spruce Court from Broadway Avenue to S. 12th Street between December 1st and April 30th.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," Section 2 of Gen. Ord. 153-77-78, which prohibited parking on the west side of Spruce Court between Broadway Avenue and S. 12th Street from December 1st to April 1st, is hereby repealed.

Section 2. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the east side of Spruce Court between Broadway Avenue and S. 12th Street is hereby added to the list of locations where parking is prohibited from December 1st to April 30th.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to remove all signs placed as a result of the traffic restriction in said ordinance.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

6.2

Gen. Ord. No. 24 - 18 - 19. By Alderperson Phillips. November 5, 2018.

AN ORDINANCE 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.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," Section 2 of Gen. Ord. 153-77-78, which prohibited parking on the west side of Spruce Court between Broadway Avenue and S. 12th Street from December 1st to April 1st, is hereby repealed.

Section 2. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the east side of Spruce Court between Broadway Avenue and S. 12th Street is hereby added to the list of locations where parking is prohibited from December 1st to April 1st.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to remove all signs placed as a result of the traffic restriction in said ordinance.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Public Works approve substitute Ordinance.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.1

R. O. No. 173 - 18 - 19. By CITY PLAN COMMISSION. November 19, 2018.

Your 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; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 13, 2018, and after due consideration, recommends approval of the Substitute General Ordinance and R. O.

reg

CITY PLAN COMMISSION

X

6.1

Subs. of Gen. Ord. No. 23 - 18 - 19. By Alderperson Bohren.
November 19, 2018.

AN ORDINANCE granting Water's Edge Development of Sheboygan, LLC, its successors and assigns, the privilege of encroaching upon described portions of Wisconsin Avenue right-of-way located on vacant land on North 15th Street across from 822 North 14th Street (Parcel No. 59281500560) in the City of Sheboygan for the purpose of driveway access, parking and landscaping for the Water's Edge Condominium development project.

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

Section 1. Subject to the terms and conditions contained herein, Water's Edge Development of Sheboygan, LLC, their heirs and assigns, is hereby granted the privilege of encroaching upon described portions of Wisconsin Avenue right-of-way, located on vacant land on North 15th Street across from 822 North 14th Street (Parcel No. 59281500560) as follows:

BEING PART OF THE SE ¼ AND SW ¼ OF THE NE ¼ AND PART OF THE NE ¼ AND NW ¼ OF THE SE ¼ OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.
COMMENCING AT THE SE CORNER OF BLOCK 119 IN THE SE ¼ OF SECTION 22, DEFINED AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 80.00 FEET PARALLEL WITH THE WEST RIGHT OF WAY LINE OF NORTH 15TH STREET TO THE NE CORNER OF BLOCK 137 IN THE SE ¼ OF SECTION 22; THENCE N 89°50'14" W, 93.33 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF WISCONSIN AVENUE, THENCE N 38°47'54" W, 102.88 FEET, THENCE S 89°50'14" E, 157.79 FEET ALONG NORTH RIGHT OF WAY OF WISCONSIN AVENUE TO THE POINT OF BEGINNING.

for the purposes of driveway access, parking and landscaping, 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 Water's Edge Development of Sheboygan, LLC, its successors and assigns:

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

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Water's Edge Development of Sheboygan, LLC, 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 Water's Edge Development of Sheboygan, LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan;

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

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

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

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

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

James A. Bohren

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

Dated _____ 20____. , City Clerk

Approved _____ 20____. _____, Mayor

Encroachment Map - Exhibit A

for

Water's Edge Development of Sheboygan, LLC

being part of the SE 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

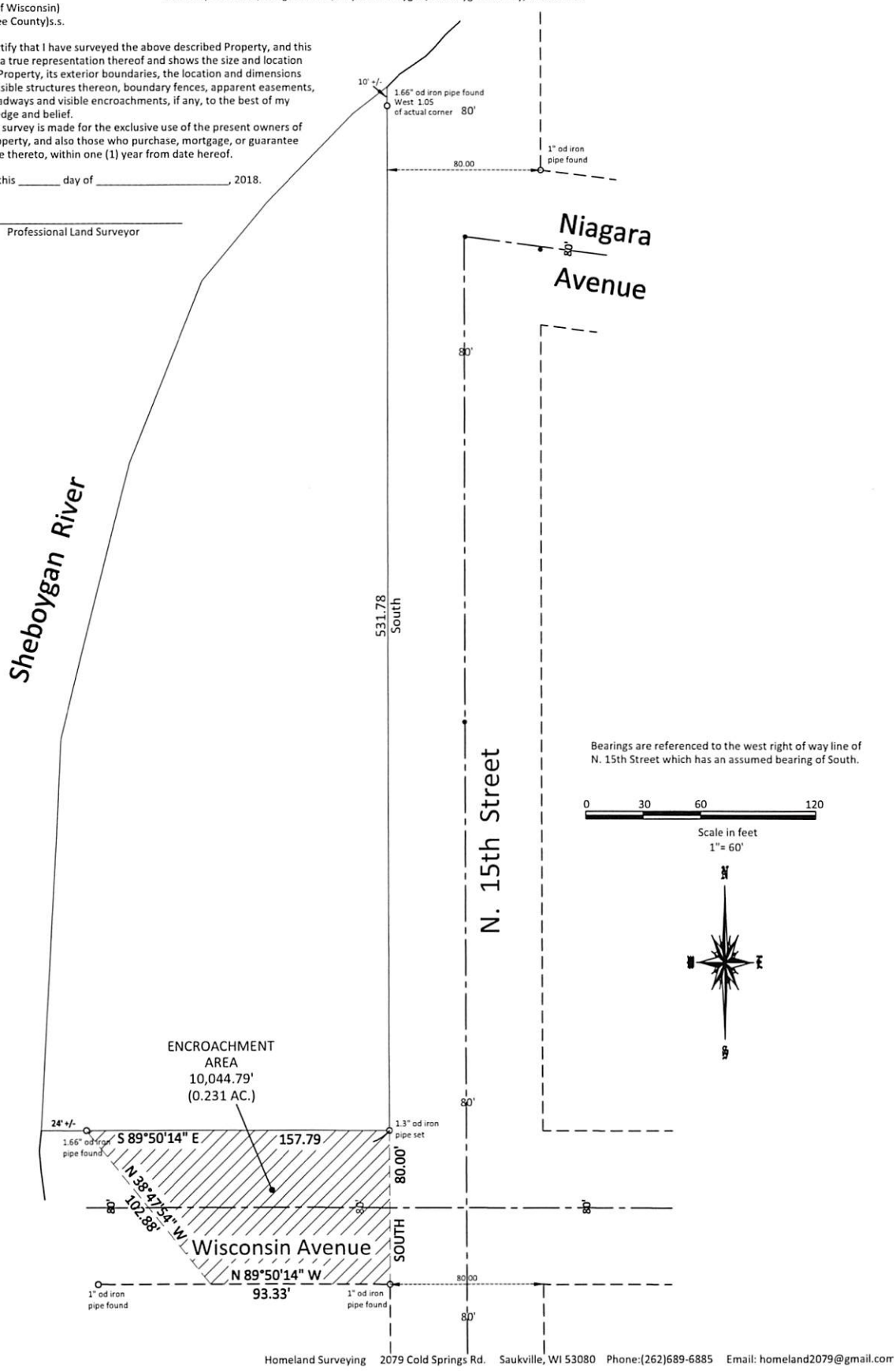
State of Wisconsin)
Ozaukee County)s.s.

I certify that I have surveyed the above described Property, and this map is a true representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, and roadways and visible encroachments, if any, to the best of my knowledge and belief.

This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Dated this _____ day of _____, 2018.

_____
Professional Land Surveyor



Homeland Surveying 2079 Cold Springs Rd. Saukville, WI 53080 Phone:(262)689-6885 Email: homeland2079@gmail.com

Encroachment Description - Exhibit B

for

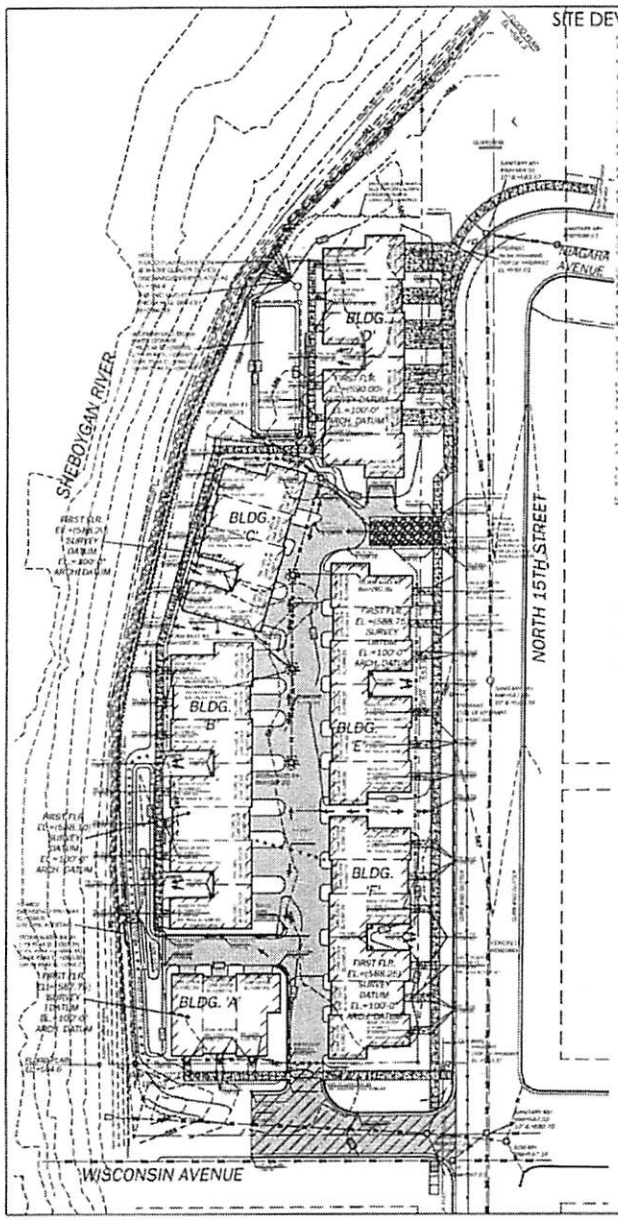
Water's Edge Development of Sheboygan, LLC

for Wisconsin Avenue Right of Way

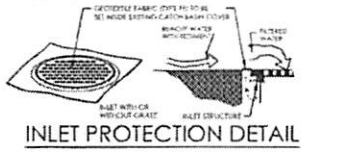
being part of the SE 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

COMMENCING at the SE corner of Block 119 in the SE $\frac{1}{4}$ of Section 22, defined as the point of beginning for this description; thence South 80.00 feet parallel with the West Right of Way line of North 15th Street to the NE corner of Block 137 in the SE $\frac{1}{4}$ of Section 22; thence N 89° 50' 14" W, 93.33 feet along the South Right of Way line of Wisconsin Avenue, thence N 38° 47' 54" W, 102.88 feet, thence S 89° 50' 14" E, 157.79 feet along North Right of Way of Wisconsin Avenue to the Point of Beginning.

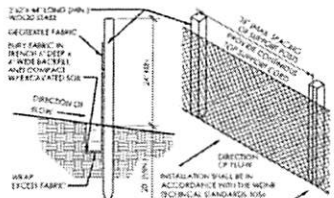
The above description for the encroachment area described contains 0.231 acres (10,044.79 square feet) of land, more or less.



SITE DEVELOPMENT AND EROSION CONTROL NOTES:



INLET PROTECTION DETAIL



SILT FENCE SECTION & DETAIL

SITE GRADING AND EROSION CONTROL PLAN

1"=30'

SITE DATA

TOTAL SITE AREA = 79,253 SQ FT (1.82 AC)
ZONING = URBAN RESIDENTIAL (UR)

PROPOSED BUILDING FOOTPRINTS

BUILDING A	=	2,590 SQ. FT.
BUILDING B	=	4,470 SQ. FT.
BUILDING C	=	2,725 SQ. FT.
BUILDING D	=	5,488 SQ. FT.
BUILDING E	=	5,488 SQ. FT.
BUILDING F	=	5,488 SQ. FT.
PROPOSED PAVEMENT	=	11,950 SQ. FT.
PROPOSED CONCRETE DRIVEWAY		
(BLDG. D)	=	435 SQ. FT.
CONCRETE WALK	=	2,090 SQ. FT.

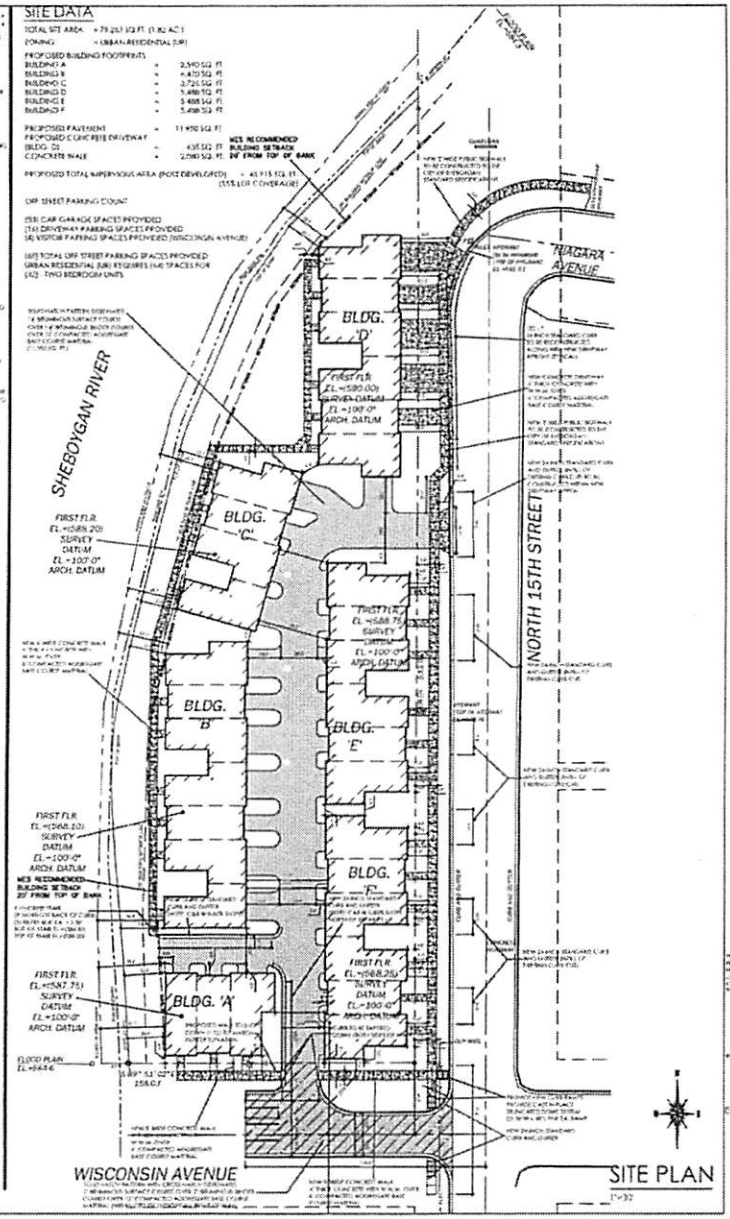
MCS RECOMMENDED BUILDING SETBACK 20' FROM TOP OF BANK

PROPOSED TOTAL IMPERVIOUS AREA (POST DEVELOPED) = 40,915 SQ. FT. (55% LOT COVERAGE)

OFF STREET PARKING COUNT

(58) CAR GARAGE SPACES PROVIDED
(14) DRIVEWAY PARKING SPACES PROVIDED
(4) VISITOR PARKING SPACES PROVIDED (WISCONSIN AVENUE)

(67) TOTAL OFF STREET PARKING SPACES PROVIDED
URBAN RESIDENTIAL (UR) REQUIRES (1.5) SPACES PER (42) - TWO BEDROOM UNITS



SITE PLAN

1"=30'

GA
1528 West North Avenue
Milwaukee, Wisconsin 53213
414.291.1772 phone
www.gabarchitecture.com

J&B
SITE DESIGN AND ENGINEERING, LLC

WATER'S EDGE

NORTH 15th STREET,
SHEBOYGAN, WI 53081

PROJECT # 2016-12

SITE PLAN
SITE GRADING AND EROSION CONTROL PLAN

C 1.1

GENERAL LANDSCAPE NOTES

ALL LANDSCAPE PLANTINGS, INCLUDING BUT NOT LIMITED TO PLANTING BEDS, TREES AND SHRUBS, SHALL BE INSTALLED BY A LICENSED LANDSCAPE CONTRACTOR.

ALL EROSION MAT, SEEDBED AND MULCH WITHIN ALL TURF AREAS TO BE INSTALLED NO LATER THAN OCTOBER 1, 2019. SEE SHEET C1.1 FOR EXTENT OF EROSION MAT AS WELL AS HYDROSEED SEED MIXTURE.

CALL DIGGERS HOTLINE PRIOR TO DIGGING.

ALL BUILDING DIMENSIONS, GARAGES, AND ELEVATIONS TO BE VERIFIED IN THE FIELD.

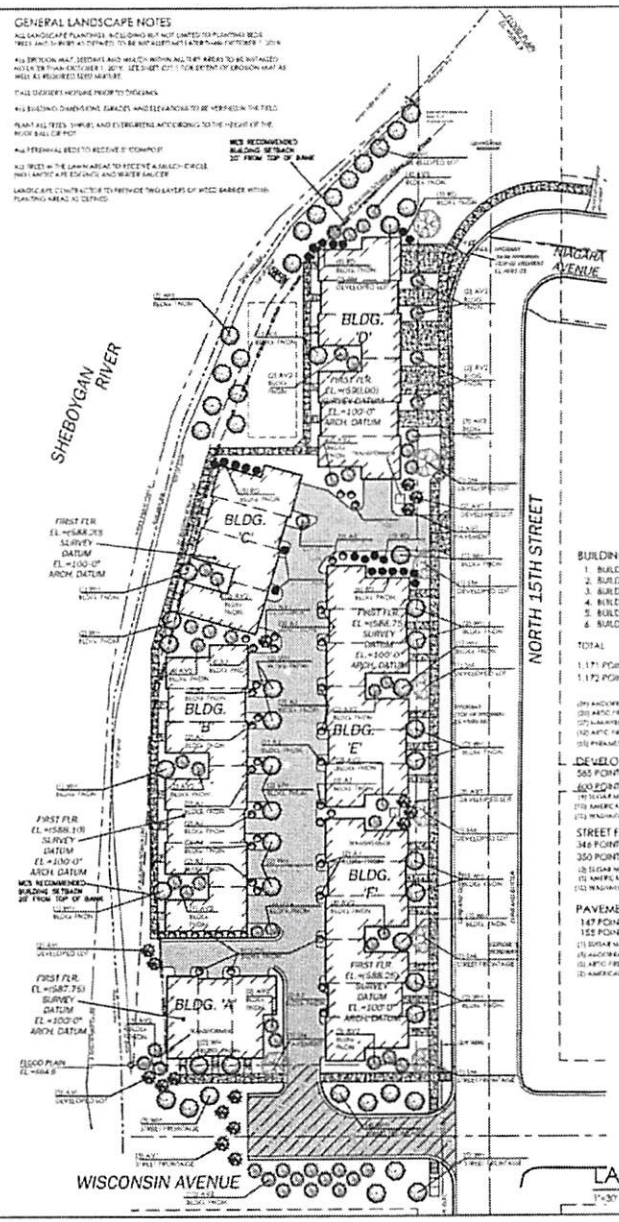
PLANT ALL TREES, SHRUBS AND EVERGREENS ACCORDING TO THE HEIGHT OF THE ROOT BALL OR POT.

ALL PERENNIAL BEDS TO RECEIVE 3" COMPOST.

ALL TREES IN THE LAWN AREAS TO RECEIVE A MULCH CIRCLE (NO LESS THAN A PLEASANCE) AND WATER SAUCER.

LANDSCAPE CONTRACTOR TO PROVIDE TWO LAYERS OF WEED BARRIER WITHIN PLANTING AREAS AS DEFINED.

MCS RECOMMENDED BUILDING SETBACK 20' FROM TOP OF BANK



LANDSCAPE POINTS REQUIRED FOR 'UR' URBAN RESIDENTIAL ZONING

BUILDING FOUNDATIONS = 2,342 LINEAL FEET

PER SECTION 23.168(8)(d)1.b.1) BUILDING FOUNDATION LANDSCAPE REQUIREMENTS
FOR A TOTAL OF 1,171 POINTS REQUIRED
LOCATION, UNDERLAYS, VARIANCE (IF GRANTED) AS PART OF PLAN COMMISSION APPROVAL
NO CLIMBING TREES OR TALL TREES ALLOWED TO MEET REQUIREMENTS

DEVELOPED LOTS = 29,250 SQUARE FOOT BUILDING FOOTPRINT

PER SECTION 23.168(8)(d)2.b.1) DEVELOPED LOT LANDSCAPE REQUIREMENTS
29,250 SQUARE FEET / 1,000 SQUARE FEET = FOR A TOTAL OF 585 POINTS REQUIRED

STREET FRONTAGE = 692 LINEAL FEET (NORTH 15th STREET and WISCONSIN AVENUE)

PER SECTION 23.168(8)(d)3.b.1) STREET FRONTAGE LANDSCAPE REQUIREMENTS
692 LINEAL FEET / 100 LINEAL FEET = FOR A TOTAL OF 346 POINTS REQUIRED
A MINIMUM OF 50 PERCENT OF POINTS SHALL BE CLASS A DECIDUOUS TREES (175 POINTS)
A MINIMUM OF 15 PERCENT OF POINTS SHALL BE SMALL TREES (53 POINTS)

PAVEMENT AREA/CONCRETE AREA = 14,665 SQUARE FEET

PER SECTION 23.168(8)(d)4.b.1) LOT PAVED AREA LANDSCAPE REQUIREMENTS
14,665 SQUARE FEET / 1,000 SQUARE FEET = FOR A TOTAL OF 147 POINTS REQUIRED
A MINIMUM OF 50 PERCENT OF POINTS SHALL BE CLASS A DECIDUOUS TREES (74 POINTS)
A MINIMUM OF 15 PERCENT OF POINTS SHALL BE SHRUBS (22 POINTS)

SYMBOL	MARK	QTY.	BOTANICAL NAME	COMMON NAME	PLANTED SIZE
	SM	7	ACER SACCHARUM	SUGAR MAPLE	3" DIA
	AV TYPE 1	17	THUJA OCCIDENTALIS	AMERICAN ARBORVITAE	10' TALL
	AV TYPE 2	58	THUJA OCCIDENTALIS 'TECHNY'	PYRAMIDAL TECHNY	10' TALL
	NB	27	VIBURNUM	NANNYBERRY	12'-15'
	JU	44	JUNIPERUS HORIZONTALIS 'PLUMOSA'	ANDORRA JUNIPER	12'-15'
	RO	57	CORNUS SERICEA	ARTIC FIRE DOGWOOD	30" BC
	HA	20	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	10' TALL

BUILDING FOUNDATION

1. BUILDING A = 223 L.F.
2. BUILDING B = 523 L.F.
3. BUILDING C = 323 L.F.
4. BUILDING D = 423 L.F.
5. BUILDING E = 423 L.F.
6. BUILDING F = 423 L.F.

TOTAL = 2542 L.F.

1,171 POINTS (MIN.) REQUIRED
1,172 POINTS PROVIDED

(20) ANDORRA JUNIPER = 20 PTS. PER = 400 POINTS TOTAL
(20) ARTIC FIRE DOGWOOD = 10 PTS. PER = 200 POINTS TOTAL
(27) NANNYBERRY = 25 PTS. PER = 675 POINTS TOTAL
(42) ARTIC FIRE DOGWOOD = 25 PTS. PER = 42 POINTS TOTAL
(15) PYRAMIDAL ARBORVITAE = 10 PTS. PER = 150 POINTS TOTAL

DEVELOPED LOTS

585 POINTS (MIN.) REQUIRED
600 POINTS PROVIDED

(19) SUGAR MAPLE = 20 PTS. PER = 380 POINTS TOTAL
(10) AMERICAN ARBORVITAE = 20 PTS. PER = 200 POINTS TOTAL
(10) WASHINGTON HAWTHORN = 10 PTS. PER = 100 POINTS TOTAL

STREET FRONTAGE

346 POINTS (MIN.) REQUIRED
350 POINTS PROVIDED

(3) SUGAR MAPLE = 20 PTS. PER = 60 POINTS TOTAL
(5) AMERICAN ARBORVITAE = 20 PTS. PER = 100 POINTS TOTAL
(12) WASHINGTON HAWTHORN = 10 PTS. PER = 120 POINTS TOTAL

PAVEMENT AREA

147 POINTS (MIN.) REQUIRED
155 POINTS PROVIDED

(7) SUGAR MAPLE = 20 PTS. PER = 70 POINTS TOTAL
(5) ANDORRA JUNIPER = 10 PTS. PER = 15 POINTS TOTAL
(5) ARTIC FIRE DOGWOOD = 10 PTS. PER = 25 POINTS TOTAL
(2) AMERICAN ARBORVITAE = 20 PTS. PER = 40 POINTS TOTAL

LANDSCAPE PLAN

1"=30'

GA
4029 West North Avenue
Milwaukee, Wisconsin 53208
(414) 264-0772 phone
www.galarchitecture.com

J&B
J&B DESIGN AND ENGINEERING, LLC
1519 GREEN BAY AVENUE
WINNETKA, ILLINOIS 60093
(847) 347-8177
jb.design.engineering@att.net

WATER'S EDGE

NORTH 15th STREET,
SHEBOYGAN, WI 53081

PROJECT NO.	18-13-2018
PROGRESS SET	08-12-2019
CONSTRUCTION	08-16-2019
PROJECT #	2018-12

LANDSCAPE PLAN

C 1.3

© 2019 GALBRAITH CORPORATION ARCHITECTS, LLC

6.1

Gen. Ord. No. 23 - 18 - 19. By Alderperson Bohren. November 5, 2018.

AN ORDINANCE granting Water's Edge Development of Sheboygan, LLC, its successors and assigns, the privilege of encroaching upon described portions of Wisconsin Avenue right-of-way located on vacant land on North 15th Street across from 822 North 14th Street (Parcel No. 59281500560) in the City of Sheboygan for the purpose of driveway access, parking and landscaping for the Water's Edge Condominium development project.

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

Section 1. Subject to the terms and conditions contained herein, Water's Edge Development of Sheboygan, LLC, their heirs and assigns, is hereby granted the privilege of encroaching upon described portions of Wisconsin Avenue right-of-way, located on vacant land on North 15th Street across from 822 North 14th Street (Parcel No. 59281500560) as follows:

ALL OF BLOCK 119 OF ORIGINAL PLAT OF SHEBOYGAN, BEING PART OF THE SE ¼ AND SW ¼ OF THE NE ¼ AND PART OF THE NE ¼ AND NW ¼ OF THE SE ¼ OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.
COMMENCING AT THE SE CORNER OF BLOCK 119 IN THE SE ¼ OF SECTION 22, DEFINED AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 80.00 FEET PARALLEL WITH THE WEST RIGHT OF WAY LINE OF NORTH 15TH STREET TO THE NE CORNER OF BLOCK 137 IN THE SE ¼ OF SECTION 22; THENCE N 89°50'14" W, 93.33 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF WISCONSIN AVENUE, THENCE N 38°47'54" W, 102.88 FEET, THENCE S 89°50'14" E, 157.79 FEET ALONG NORTH RIGHT OF WAY OF WISCONSIN AVENUE TO THE POINT OF BEGINNING.

for the purposes of driveway access, parking and landscaping, 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 Water's Edge Development of Sheboygan, LLC, its successors and assigns:

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

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

City Plan

all claim or claims for damages resulting from such removal, whether the removal is done by the said Water's Edge Development of Sheboygan, LLC, 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 Easement Map - Exhibit A

for

Water's Edge Development of Sheboygan, LLC

All of Block 119 of Original Plat of Sheboygan, being part of the SE 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

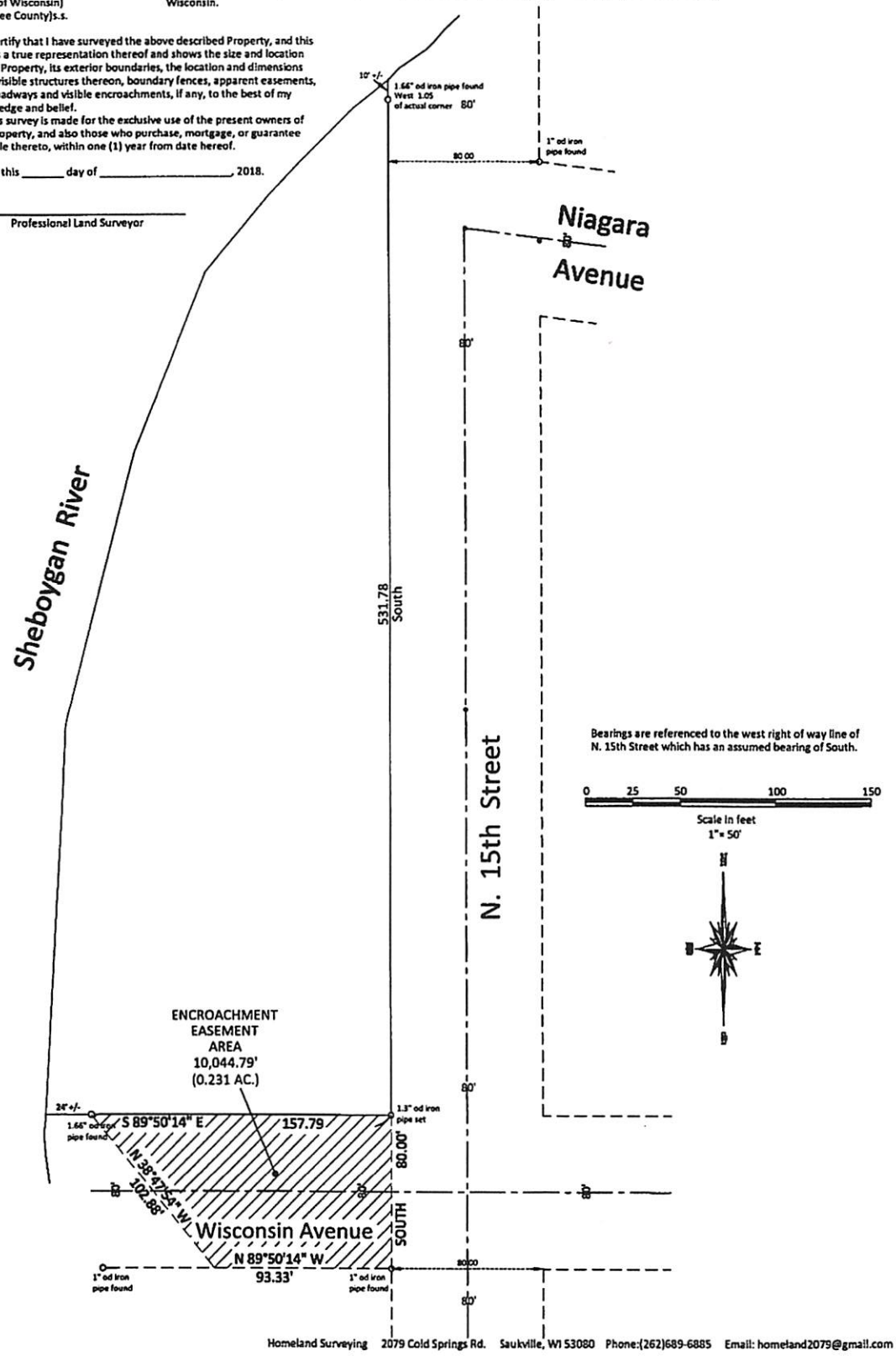
State of Wisconsin)
Ozaukee County)s.s.

I certify that I have surveyed the above described Property, and this map is a true representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, and roadways and visible encroachments, if any, to the best of my knowledge and belief.

This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Dated this _____ day of _____, 2018.

_____
Professional Land Surveyor



Homeland Surveying 2079 Cold Springs Rd. Saukville, WI 53080 Phone:(262)689-6885 Email: homeland2079@gmail.com

Encroachment Easement Description - Exhibit B

for

Water's Edge Development of Sheboygan, LLC

for Wisconsin Avenue Right of Way

All of Block 119 of Original Plat of Sheboygan, being part of the SE 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

COMMENCING at the SE corner of Block 119 in the SE ¼ of Section 22, defined as the point of beginning for this description; thence South 80.00 feet parallel with the West Right of Way line of North 15th Street to the NE corner of Block 137 in the SE ¼ of Section 22; thence N 89° 50' 14" W, 93.33 feet along the South Right of Way line of Wisconsin Avenue, thence N 38° 47' 54" W, 102.88 feet, thence S 89° 50' 14" E, 157.79 feet along North Right of Way of Wisconsin Avenue to the Point of Beginning.

The above description for the encroachment area described contains 0.231 acres (10,044.79 square feet) of land, more or less.

II

3.1

R. O. No. 157 - 18 - 19. By CITY CLERK. November 5, 2018.

Submitting a communication from David Gass, Rohde Dales LLP, on behalf of Water's Edge Development of Sheboygan, LLC, requesting an encroachment upon and into the Wisconsin Avenue right-of-way located just to the South of Parcel No. 59281500560 for purposes of driveway access, parking and landscaping.

CityPlan

CITY CLERK

OCT 29 '18 AM 8:11

RohdeDales LLP
Attorneys and Counselors

October 26, 2018

David O. Gass
K. Allan Voss
Anthony J. Resimius
Ryan J. Zinkel
Kyle G. Borkenhagen
Stephanie E. Malis
Lili Clare Behm
William P. Te Winkle
R. T. Melzer
Eldon L. Bohrofen

HAND DELIVERED TO CITY CLERK

Mayor Michael J. Vandersteen
City of Sheboygan
828 Center Ave., Suite 301
Sheboygan, WI 53081

Common Council
City of Sheboygan
828 Center Ave., Suite 301
Sheboygan, WI 53081

Re: Water's Edge Development of Sheboygan, LLC
Request for Encroachment
Water's Edge Condominium Development
Vacant Land on N. 15th St. across from 822 N. 14th St. (Parcel No. 59281500560)

Dear Mayor Vandersteen and Members of the Common Council:

On behalf of Water's Edge Development of Sheboygan, LLC (the "Developer"), I submit this letter as the Developer's request for the granting of permission to encroach upon and into the Wisconsin Avenue right-of-way located just to the South of the parcel identified above, for purposes of driveway access, parking and landscaping for the Water's Edge Condominium development project. As you are aware, the Developer entered into a Development Agreement with the City of Sheboygan on September 6, 2018 and the City Plan Commission approved the Water's Edge Condominium development with a number of conditions, including the following (#17):

> *Applicant shall be required to obtain the necessary encroachment to utilize and improve Wisconsin Avenue public right-of-way (including, but not limited to parking, driveway openings, curb, gutter, sidewalk, pavement, utilities, landscaping, etc.). Applicant shall work with City Development and Engineering staff to determine the specifications that the proposed improvements shall meet. No building permits shall be issued for any of the structures that will utilize Wisconsin Avenue for access until such time as the encroachment has been obtained.*

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

(920) 458-5501
(920) 458-5874 FAX
mail@rohdedales.com
www.rohdedales.com

RohdeDales LLP
Attorneys and Counselors

Included with this correspondence are the following:

a. Survey showing Encroachment Area
b. Legal Description of Encroachment Area
c. Approved Site Plan
d. Landscape Plan.

We have given copies of the enclosed to City Development and the City Engineer. Please notify us of the date of the Plan Commission meeting to consider this request.

Sincerely yours,

David Gass

DG/sjb

Enclosure

Encroachment Easement Map - Exhibit A

for

Water's Edge Development of Sheboygan, LLC

All of Block 119 of Original Plat of Sheboygan, being part of the SE 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

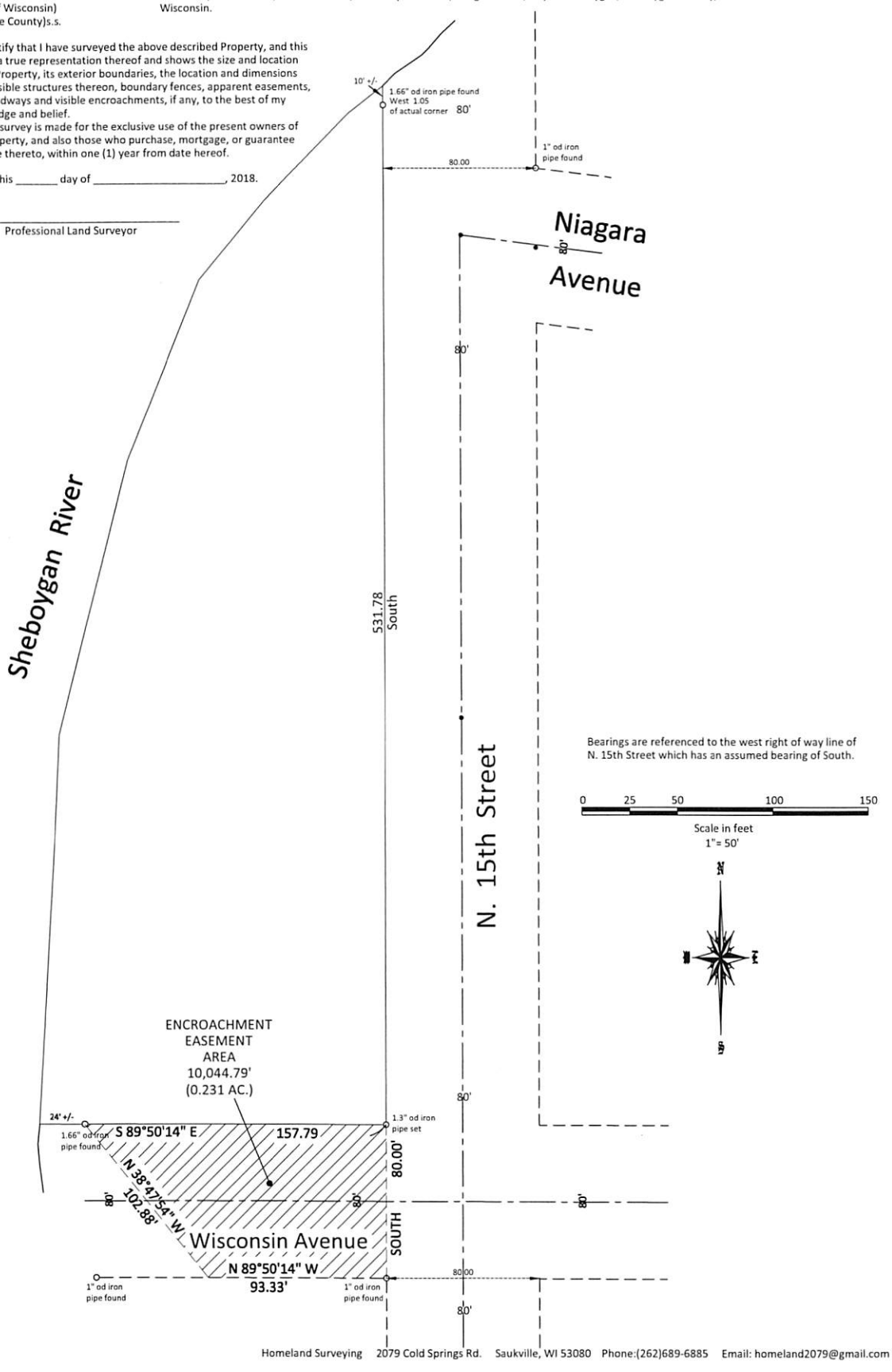
State of Wisconsin)
Ozaukee County)s.s.

I certify that I have surveyed the above described Property, and this map is a true representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, and roadways and visible encroachments, if any, to the best of my knowledge and belief.

This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Dated this _____ day of _____, 2018.

_____
Professional Land Surveyor



Homeland Surveying 2079 Cold Springs Rd. Saukville, WI 53080 Phone:(262)689-6885 Email: homeland2079@gmail.com

Encroachment Easement Description - Exhibit B

for

Water's Edge Development of Sheboygan, LLC

for Wisconsin Avenue Right of Way

All of Block 119 of Original Plat of Sheboygan, being part of the SE 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

COMMENCING at the SE corner of Block 119 in the SE $\frac{1}{4}$ of Section 22, defined as the point of beginning for this description; thence South 80.00 feet parallel with the West Right of Way line of North 15th Street to the NE corner of Block 137 in the SE $\frac{1}{4}$ of Section 22; thence N 89° 50' 14" W, 93.33 feet along the South Right of Way line of Wisconsin Avenue, thence N 38° 47' 54" W, 102.88 feet, thence S 89° 50' 14" E, 157.79 feet along North Right of Way of Wisconsin Avenue to the Point of Beginning.

The above description for the encroachment area described contains 0.231 acres (10,044.79 square feet) of land, more or less.

SITE DEVELOPMENT AND EROSION CONTROL NOTES:

POST WDNR CERTIFICATE OF PERMIT COVERAGE ON SITE AND MAINTAIN UNTIL CONSTRUCTION ACTIVITIES HAVE CEASED, THE SITE IS STABILIZED AND A NOTICE OF TERMINATION IS FILED WITH THE WDNR.

KEEP A COPY OF THE CURRENT AND APPROVED EROSION CONTROL PLAN ONSITE THROUGHOUT THE DURATION OF THE PROJECT.

SUBMIT PLAN REVISIONS OR AMENDMENTS TO THE WDNR AT LEAST 5 DAYS PRIOR TO FIELD IMPLEMENTATION.

GARY ROEHL ROEHL EXCAVATING, INC. IS RESPONSIBLE FOR THE ROUTINE SITE INSPECTION AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. KEEP INSPECTION REPORTS ONSITE AND MAKE THEM AVAILABLE UPON REQUEST.

THE SELECTED EARTHWORK CONTRACTOR SHALL INSPECT AND MAINTAIN ALL INSTALLED EROSION CONTROL PRACTICES UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.

WHEN POSSIBLE, PRESERVE EXISTING VEGETATION ALONG THE SHEBOYGAN RIVER ALONG THE WEST SIDE. MINIMIZE LAND DISTURBING ACTIVITIES ON SLOPES GREATER THAN 4:1.

INSTALL PERIMETER EROSION CONTROLS AND STONE TRACKING PAD ENTRANCE PRIOR TO ANY LAND DISTURBANCE ACTIVITIES AND/OR SITE CLEARING/TOPSOIL STRIPPING. USE WDNR TECHNICAL STANDARD #1057 FOR STONE TRACKING PADS.

INSTALL INLET PROTECTION PRIOR TO LAND DISTURBING ACTIVITIES AS DEFINED WITHIN THE DOCUMENTS. USE WDNR TECHNICAL STANDARD #1060 FOR STANDARD INLET PROTECTION.

STAGE CONSTRUCTION GRADING ACTIVITIES TO MINIMIZE THE CUMMULATIVE EXPOSED AREAS (BARE GROUND). FOLLOW STEPS DEFINED WITHIN WDNR TECHNICAL STANDARD #1067.

THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED BY ANY SUB CONTRACTOR IF DEWATERING IS REQUIRED TO DETERMINE IF DEWATERING IS IN AREAS OF SOIL AND/OR GROUNDWATER CONTAMINATION. ANY REQUIRED DEWATERING OF THE SITE REQUIRES THE APPROPRIATE WDNR DEWATERING DISCHARGE PERMIT.

UPON COMPLETION OF THE MASS GRADING OF THE SITE AND APPROPRIATE STABILIZATION HAS OCCURRED THE UNDERGROUND STORM WATER STORAGE AND WATER QUALITY DEVICE STRUCTURE SHALL BE VACUUMED OUT TO REMOVE CONSTRUCTION SEDIMENTATION. SEDIMENTATION SHOULD NOT BE FLUSHED INTO THE SHEBOYGAN RIVER. REFER TO WDNR TECHNICAL STANDARD #1063.

INSTALL AND MAINTAIN SILT FENCING PER WDNR TECHNICAL STANDARD #1056 FOR SILT FENCING. REMOVE SEDIMENT FROM BEHIND SILT FENCING AND SEDIMENT BARRIERS BEFORE SEDIMENT REACHES A DEPTH THAT IS EQUAL TO ONE-HALF OF THE FENCE AND/OR BARRIER HEIGHT.

SELECTED EARTHWORK CONTRACTOR IS RESPONSIBLE TO REPAIR ALL BREAKS AND/OR GAPS IN THE SILT FENCE IMMEDIATELY.

SELECTED EARTHWORK CONTRACTOR IS RESPONSIBLE TO STABILIZE THE TEMPORARY STOCKPILES AND AREAS SURROUNDING THE STOCKPILES IMMEDIATELY. DUE TO THE PROPOSED CONSTRUCTION SCHEDULE STOCKPILES LEFT INACTIVE OVER THE WINTER MUST BE STABILIZED WHILE WEATHER CONDITIONS ALLOW (PRIOR TO FROST CONDITIONS).

EARTHWORK CONTRACTOR TO STABILIZE ALL DISTURBED AREAS THAT WILL REMAIN INACTIVE FOR MORE THAN 14 DAYS. BETWEEN SEPTEMBER AND OCTOBER 15, STABILIZE WITH MULCH, TACKIFIER AND A PERENNIAL SEED MIX WITH WINTER WHEAT, ANNUAL OATS OR ANNUAL RYE AS APPROPRIATE FOR THE REGION AND SOIL TYPE. AFTER OCTOBER 15 STABILIZE WITH A POLYMER AND DORMANT SEED MIX AS APPROPRIATE FOR THE REGION AND SOIL TYPE.

EARTHWORK CONTRACTOR TO SWEEP/CLEAN UP ALL SEDIMENTATION/TRASH THAT MAY MOVE OFFSITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS BEFORE THE END OF THE SAME WORKDAY OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.

PROPERLY DISPOSE OF ALL WASTE AND UNUSED BUILDING MATERIALS AND DO NOT ALLOW THESE ITEMS TO BE CARRIED BY RUNOFF INTO THE EXISTING STORM WATER BASIN.

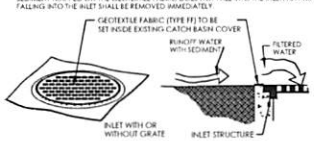
SELECTED EARTHWORK CONTRACTOR WILL BE RESPONSIBLE TO INSTALL ANY ALL ADDITIONAL EROSION CONTROL AND SEDIMENT CONTROL MEASURES DEEMED NECESSARY BY THE CITY OF SHEBOYGAN INSPECTION DEPARTMENT AND/OR THE OWNER'S REPRESENTATIVE.

NOTES

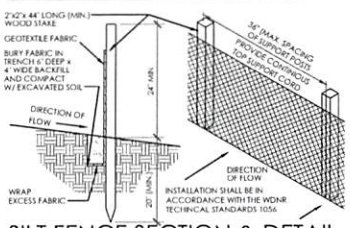
1. ALL DISTURBED AREAS SHALL BE TOPSOILED (4" MIN.), FERTALIZED, SEEDED AND MULCHED.
2. THE SEED MIXTURE SHALL BE WISDOT MIXTURE #10 APPLIED AT A RATE 3 POUNDS PER THOUSAND SQ. FEET.
3. ALL SLOPES EXCEEDING 4:1 SHALL BE EROSION MATTED PER DETAIL SHOWN.
4. ALL EROSION CONTROL DEVICES SHOWN HEREIN WILL BE MAINTAINED UNTIL AT LEAST 80% OF THE DISTURBED AREA OF THE SITE HAS BEEN STABILIZED. ANY DISTURBED AREAS AND STOCKPILES LEFT INACTIVE FOR SEVEN DAYS SHALL BE TEMPORARILY SEEDED AND MULCHED.
5. ALL CONSTRUCTION TRAFFIC WILL BE LIMITED TO ACCESS THE SITE OVER TRACKING PAD PROVIDED.
6. GRADING CONTRACTOR SHALL BE RESPONSIBLE TO CONTRACT LANDSCAPE CONTRACTOR TO RESTORE ALL AREAS OF CONSTRUCTION SITE.
7. GAS SERVICE EXTENSION FROM EXISTING UTILITY MAIN LINE TO THE PROPOSED GAS METER LOCATION IS THE RESPONSIBILITY OF THE LOCAL GAS UTILITY.
   COST ASSOCIATED WITH THE GAS SERVICE EXTENSION WILL BE THE RESPONSIBILITY OF THE OWNER.
8. ELECTRICAL SERVICE EXTENSION FROM THE EXISTING UTILITY TO THE PROPOSED ELECTRIC METER LOCATION IS THE RESPONSIBILITY OF THE LOCAL ELECTRIC UTILITY.
   COST ASSOCIATED WITH THE ELECTRIC SERVICE EXTENSION WILL BE THE RESPONSIBILITY OF THE OWNER.

FABRIC SHALL BE REPLACED AT THE ENGINEERS DISCRETION.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.



INLET PROTECTION DETAIL



SILT FENCE SECTION & DETAIL

SITE GRADING AND EROSION CONTROL PLAN

1"=30'

SITE DATA

TOTAL SITE AREA = 79,263 SQ.FT. (1.82 AC.)
ZONING = URBAN RESIDENTIAL (UR)

PROPOSED BUILDING FOOTPRINTS

BUILDING A	=	2,590 SQ. FT.
BUILDING B	=	6,470 SQ. FT.
BUILDING C	=	3,726 SQ. FT.
BUILDING D	=	5,488 SQ. FT.
BUILDING E	=	5,488 SQ. FT.
BUILDING F	=	5,488 SQ. FT.
PROPOSED PAVEMENT	=	11,950 SQ. FT.
PROPOSED CONCRETE DRIVEWAY (BLDG. D)	=	635 SQ. FT.
CONCRETE WALK	=	2,080 SQ. FT.

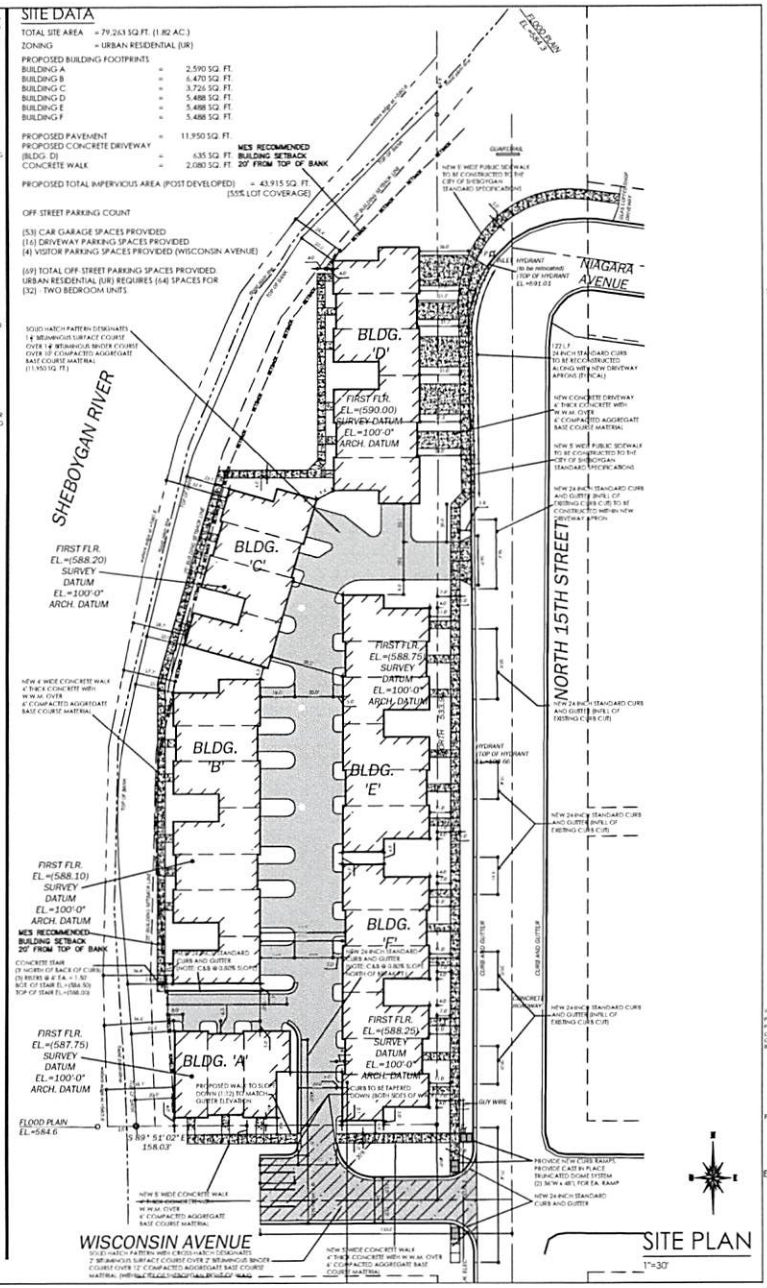
MES RECOMMENDED BUILDING SETBACK 20' FROM TOP OF BANK

PROPOSED TOTAL IMPERVIOUS AREA (POST DEVELOPED) = 43,915 SQ. FT. (55% LOT COVERAGE)

OFF STREET PARKING COUNT

(53) CAR GARAGE SPACES PROVIDED
(16) DRIVEWAY PARKING SPACES PROVIDED
(4) VISITOR PARKING SPACES PROVIDED (WISCONSIN AVENUE)

(69) TOTAL OFF STREET PARKING SPACES PROVIDED
URBAN RESIDENTIAL (UR) REQUIRES (64) SPACES FOR (32) - TWO BEDROOM UNITS



SITE PLAN

1"=30'

GA
6528 West North Avenue
Milwaukee, Wisconsin 53213
(414) 291-0772 phone
www.galbraithcarnahan.com

J&B
SITE DESIGN AND ENGINEERING, LLC
1128 KENOSHA AVENUE
SHEBOYGAN, WISCONSIN 53081
(920) 207-8977

WATER'S EDGE

NORTH 15th STREET,
SHEBOYGAN, WI 53081

PROGRESS SET	08.15.2018
PROGRESS SET	08.21.2018
CONDITIONAL USE	08.14.2018
CONSTRUCTION BID DOCUMENT SET	08.14.2018

PROJECT # 2018.12

SITE PLAN
SITE GRADING AND EROSION CONTROL PLAN

C 1.1

© 2018 GALBRAITH CARNAHAN ARCHITECTS, LLC

GENERAL LANDSCAPE NOTES

ALL LANDSCAPE PLANTINGS, INCLUDING BUT NOT LIMITED TO PLANTING BEDS, TREES AND SHRUBS AS DEFINED, TO BE INSTALLED NO LATER THAN OCTOBER 1, 2019.

ALL EROSION MAT, SEEDING AND MULCH WITHIN ALL TURF AREAS TO BE INSTALLED NO LATER THAN OCTOBER 1, 2019. SEE SHEET C/1.1 FOR EXTENT OF EROSION MAT AS WELL AS REQUIRED SEED MIXTURE.

CALL DIGGER'S HOTLINE PRIOR TO DIGGING.

ALL BUILDING DIMENSIONS, GRADES AND ELEVATIONS TO BE VERIFIED IN THE FIELD.

PLANT ALL TREES, SHRUBS AND EVERGREENS ACCORDING TO THE HEIGHT OF THE ROOT BALL OR POT.

ALL PERENNIAL BEDS TO RECEIVE 3" COMPOST.

ALL TREES IN THE LAWN AREAS TO RECEIVE A MULCH CIRCLE (NO LANDSCAPE EDGING) AND WATER SAUCER.

LANDSCAPE CONTRACTOR TO PROVIDE TWO LAYERS OF WEED BARRIER WITHIN PLANTING AREAS AS DEFINED.

LANDSCAPE POINTS REQUIRED FOR 'UR' URBAN RESIDENTIAL ZONING

BUILDING FOUNDATIONS = 2,342 LINEAL FEET

PER SECTION 15.604 AND TABLE 15.604 BUILDING FOUNDATION LANDSCAPE REQUIREMENTS
50 POINTS PER 100 LINEAL FEET - FOR A TOTAL OF 1,171 POINTS REQUIRED
- LOCATIONAL LANDSCAPE VARIANCE GRANTED AS PART OF PLAN COMMISSION APPROVAL
- NO CLIMAX TREES OR TALL TREES ALLOWED TO MEET REQUIREMENT

DEVELOPED LOTS = 29,250 SQUARE FOOT BUILDING FOOTPRINT

PER SECTION 15.605 AND TABLE 15.605 DEVELOPED LOT LANDSCAPE REQUIREMENTS
20 POINTS PER 1,000 SQUARE FEET - FOR A TOTAL OF 585 POINTS REQUIRED

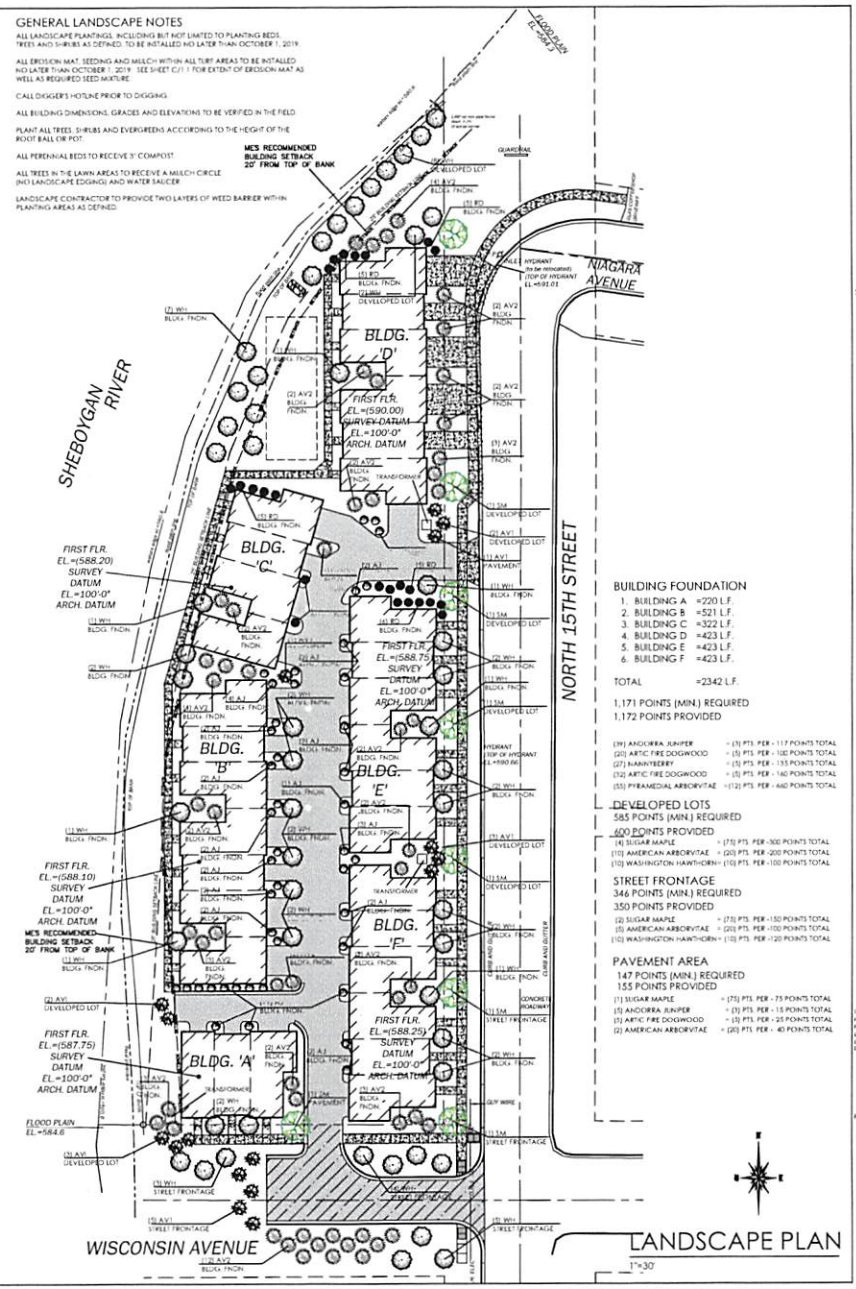
STREET FRONTAGE = 692 LINEAL FEET (NORTH 15th STREET and WISCONSIN AVENUE)

PER SECTION 15.606 AND TABLE 15.606 STREET FRONTAGE LANDSCAPE REQUIREMENTS
50 POINTS PER 100 LINEAL FEET - FOR A TOTAL OF 346 POINTS REQUIRED
- A MINIMUM OF 50 PERCENT OF POINTS SHALL BE CLIMAX AND/OR TALL TREES (173 POINTS)
- A MINIMUM OF 50 PERCENT OF POINTS SHALL BE SMALL TREES (104 POINTS)

PAVEMENT AREA/CONCRETE AREA = 14,665 SQUARE FEET

PER SECTION 15.607 AND TABLE 15.607 PAVED AREA LANDSCAPE REQUIREMENTS
100 POINTS PER 10,000 SQUARE FEET - FOR A TOTAL 147 POINTS REQUIRED
- A MINIMUM OF 30 PERCENT OF POINTS SHALL BE CLIMAX AND/OR TALL TREES (44 POINTS)
- A MINIMUM OF 40 PERCENT OF POINTS SHALL BE SHRUBS (59 POINTS)

SYMBOL	MARK	QTY.	BOTANICAL NAME	COMMON NAME	PLANTED SIZE
	SM	7	ACER SACCHARUM	SUGAR MAPLE	2" DIA.
	AV TYPE 1	17	THUJA OCCIDENTALIS	AMERICAN ARBORVITAE	6'0" TALL
	AV TYPE 2	55	THUJA OCCIDENTALIS 'TECHNY'	PYRAMEDIAL 'TECHNY	6'0" TALL
	NB	27	VIBURNUM	NANNYBERRY	12"-15"
	AJ	44	JUNIPERUS HORIZONTALIS 'PLUMOSA	ANDORRA JUNIPER	12"-15"
	RD	57	CORNUS SERICEA	ARTIC FIRE DOGWOOD	30"-36"
	WH	20	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	3'0" TALL



BUILDING FOUNDATION

1. BUILDING A =220 L.F.
2. BUILDING B =521 L.F.
3. BUILDING C =322 L.F.
4. BUILDING D =423 L.F.
5. BUILDING E =423 L.F.
6. BUILDING F =423 L.F.

TOTAL =2342 L.F.

1,171 POINTS (MIN.) REQUIRED
1,172 POINTS PROVIDED

(39) ANDORRA JUNIPER = (3) PTS. PER - 117 POINTS TOTAL
(20) ARTIC FIRE DOGWOOD = (5) PTS. PER - 100 POINTS TOTAL
(27) NANNYBERRY = (5) PTS. PER - 135 POINTS TOTAL
(32) ARTIC FIRE DOGWOOD = (5) PTS. PER - 160 POINTS TOTAL
(55) PYRAMEDIAL ARBORVITAE = (12) PTS. PER - 660 POINTS TOTAL

DEVELOPED LOTS

585 POINTS (MIN.) REQUIRED
600 POINTS PROVIDED
(4) SUGAR MAPLE = (75) PTS. PER - 300 POINTS TOTAL
(10) AMERICAN ARBORVITAE = (20) PTS. PER - 200 POINTS TOTAL
(10) WASHINGTON HAWTHORN = (10) PTS. PER - 100 POINTS TOTAL

STREET FRONTAGE

346 POINTS (MIN.) REQUIRED
350 POINTS PROVIDED
(2) SUGAR MAPLE = (75) PTS. PER - 150 POINTS TOTAL
(5) AMERICAN ARBORVITAE = (20) PTS. PER - 100 POINTS TOTAL
(10) WASHINGTON HAWTHORN = (10) PTS. PER - 120 POINTS TOTAL

PAVEMENT AREA

147 POINTS (MIN.) REQUIRED
155 POINTS PROVIDED
(1) SUGAR MAPLE = (75) PTS. PER - 75 POINTS TOTAL
(5) ANDORRA JUNIPER = (3) PTS. PER - 15 POINTS TOTAL
(5) ARTIC FIRE DOGWOOD = (5) PTS. PER - 25 POINTS TOTAL
(2) AMERICAN ARBORVITAE = (20) PTS. PER - 40 POINTS TOTAL

6528 West North Avenue
Milwaukee, Wisconsin 53213
(414) 291-0772 phone
www.galbraithcarnahan.com

SITE DESIGN AND ENGINEERING, LLC
1126 KENOSHA AVENUE
SHEBOYGAN, WISCONSIN 53081
(920) 207-8977

WATER'S EDGE

NORTH 15th STREET,
SHEBOYGAN, WI 53081

PROGRESS SET	04.15.2019
PROGRESS SET	04.21.2019
CONDITIONAL USE	04.14.2019
CONSTRUCTION DOCUMENT SET	06.14.2019

PROJECT # 2018.12

LANDSCAPE PLAN

C 1.3

© 2018 GALBRAITH CARNAHAN ARCHITECTS, LLC

II

R. O. No. _____ - 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

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	176,760	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	79,460	34.77%
Miscellaneous Revenue	190,597	202,680	106.34%
Other Financing Sources	1,693,621	668,107	39.45%
Total Revenue	$ 37,014,770	$ 24,461,230	66.09%

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.

INTERGOVERMENTAL 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%
Total Expenditures	$ 37,778,799	$ 24,841,409	65.75%

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 Budget	Year to Date	Percent 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	$ 78,049,835	$ 57,360,141	73.49%

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 Budget	Year to Date	Percent 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	14,964,876	58.43%
Fiduciary Funds	2,000	-	0.00%
Total Expenditures	$ 90,382,173	$ 38,338,884	42.42%

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 with 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.

II

3.3

R. O. No. 175- 18 - 19. By CITY ATTORNEY. November 19, 2018.

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 Judgment dated November 6, 2018.

Finance + Personnel.

City Attorney

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY	For Official Use
Town of Wilson, (party designation) Plaintiff -vs- City of Sheboygan, (party designation) Defendant.	**Notice of Appeal** Case No. 17-CV-490

Notice is hereby given that (name of party filing appeal) Town of Wilson appeals to the Court of Appeals, District II, from [choose one] ☒ the whole ☐ a part of the final judgment or order, entered on (date) November 6, 2018 in the circuit court for Sheboygan County, the Honorable (name of Judge) Daniel J. Borowski, presiding, in favor of (name of party opposing appeal) City of Sheboygan, and against (name of party filing appeal) Town of Wilson, wherein the court (describe judgment or order) entered an order upholding the City of Sheboygan's annexation of Town of Wilson land sought by Kohler Co. to develop a golf course.

NOTE: If this is an appeal under §809.30 or §809.32, also include the following (*see* §809.10(1)):

- If a postconviction motion was not filed, state the date of service of the last transcript or service of a copy of the circuit court case record.

  If a postconviction motion was filed, state the date of the order deciding the postconviction motion(s).
- If the Court of Appeals established any other filing deadline, state it.

If counsel is appointed under ch. 977, a copy of the order appointing counsel should be attached to the notice of appeal.

This [choose one] ☐ is ☒ is not an appeal within Wisconsin Statutes §752.31(2).

This [choose one] ☐ is ☒ is not an appeal to be given preference in the circuit court or court of appeals pursuant to statute.

Date: November 8, 2018

Signature of Filing Attorney or Party	Telephone Number
	262-513-3315
Name Printed or Typed Michael D. Huitink	State Bar Number (if applicable) 1034742
Address 675 N. Barker Road Suite 300 Brookfield, WI 53045	

This completed form must be *filed* with the clerk of the circuit court in which the judgment or order appealed from was entered. In addition, copies of this completed form must be served upon the following:

1. the Clerk of the Court of Appeals;
2. opposing counsel; and
3. any other party.

FILED
11-06-2018
Sheboygan County
Clerk of Circuit Court
2017CV000490

BY THE COURT:

DATE SIGNED: November 6, 2018

Electronically signed by Daniel J. Borowski
Circuit Court Judge

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

TOWN OF WILSON,
Plaintiff,
vs.
CITY OF SHEBOYGAN,
Defendant.

Case No. 17 CV 490

ORDER FOR DISMISSAL AND JUDGMENT

On November 6, 2018, the Court issued a Decision and Order dismissing with prejudice the Town of Wilson's action to have the City's Ordinance annexing certain properties within the Town of Wilson declared invalid.. Based on the Court's decision, which is incorporated by reference as if fully set forth herein, the Court hereby orders that the Town of Wilson's complaint and any and all claims and causes of action therein are dismissed on the merits and with prejudice and that the Clerk of Courts enter a final judgment dismissing the Town of Wilson's case.

THIS IS A FINAL ORDER AND JUDGMENT FOR PURPOSES OF APPEAL UNDER WIS. STAT. § 808.03(1).

FILED
11-06-2018
Sheboygan County
Clerk of Circuit Court
2017CV000490

BY THE COURT:

DATE SIGNED: November 6, 2018

Electronically signed by Daniel J. Borowski
Circuit Court Judge

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

TOWN OF WILSON,

Plaintiff

v.

Case No. 2017CV490
Case Code: 30301

CITY OF SHEBOYGAN.

Defendant.

DECISION AND ORDER ON ANNEXATION

I. INTRODUCTION

This matter is before the Court for decision on the validity of City of Sheboygan ("City") Ordinance No. 6-17-18 ("Ordinance") which annexed certain portions of the Town of Wilson (hereinafter "Town" or "Town of Wilson"). The Ordinance was enacted by the City in response to a non-unanimous petition for annexation (hereinafter "Petition") filed by Kohler Company (hereinafter "Kohler") pursuant to the provisions of Wis. Stat. § 66.0217(3). The Petition requested the City to annex, among other properties, 247 acres of land in the Town of Wilson which Kohler seeks to develop into a world championship golf course (hereinafter "Kohler Land" or "Land").

The Town filed an action against the City seeking to have the court declare the Ordinance invalid and to enjoin the annexation. As grounds for its action, the Town alleged that the

annexation: is improper under Wisconsin law; violates the "rule of reason"; did not strictly comply with the conditions precedent for annexation under Wis. Stat. § 66.0217; is non-contiguous in violation of Wisconsin law; constitutes an impermissible "balloon on a string" configuration; and is otherwise arbitrary, capricious and an abuse of discretion.

Under Wisconsin law, annexation ordinances must strictly comply with the procedural requirements of the annexation statute in order to be valid. A validly enacted ordinance enjoys a presumption of validity and will not be overturned unless the party challenging the ordinance demonstrates that the ordinance violates the judicially created "rule of reason." Under the "rule of reason," exclusions and irregularities in boundary lines of the annexed property must not be the result of arbitrariness; some reasonable present or demonstrable future need for the annexed property must be shown; and no other factors must be present which constitute an abuse of discretion on the part of the annexing municipality. The land which is the subject of an annexation must also be "contiguous" to the annexing municipality.

The matter was ultimately tried before the Court. The Court has reviewed the testimony of the parties and witnesses at trial as well as the exhibits entered into evidence. Based on the Court's review of the evidence, the Court upholds the City's Ordinance. The Court finds that the Ordinance complied with all statutory requirements under Wis. Stat. § 66.0217. The Court further finds that the lands involved in the annexation are "contiguous" to the City and that the Town has not otherwise shown that the Ordinance violates the rule of reason. The Court dismisses the Town's declaratory judgment action and all claims and causes of action therein with prejudice.

II. PROCEDURAL BACKGROUND

The Court denied the Town's request to enjoin the annexation. The Court found that the Town did not demonstrate a reasonable degree of probability of success on the merits that the Ordinance violated the rule of reason or was otherwise invalid.[1]

The parties subsequently filed cross-motions for summary judgment relative to the validity of the Ordinance under Chapter 66 and the rule of reason. The Court denied summary judgment on the grounds that there were disputed issues of material fact regarding the City's and/or Kohler's need for the annexed properties; whether the configuration of the annexed lands rendered the annexation invalid; and whether Kohler's petition strictly complied with the annexation statutes.[2]

With the permission of the Court, the City filed a supplemental motion for summary judgment on the issue of whether Kohler's petition strictly complied with the annexation statutes. Based upon the pleadings and affidavits filed by the parties, the Court granted the City's partial motion for summary judgment.[3]

A court trial was held on May 9, 2018 and May 10, 2018 on the Town's claims that the Ordinance violated the "rule of reason" and that the annexed properties were not contiguous to the City. A total of 12 witnesses testified at the trial. The witnesses included officials and employees from the Town and the City as well as a representative from Kohler. The Court admitted forty-seven (47) exhibits into evidence.[4]

---

[1]The Court issued a written decision denying the Town's petition for a temporary injunction on November 3, 2017. The Court incorporates by reference, as if fully set forth herein, its previous decision denying injunctive relief.
[2]The Court issued a written decision denying summary judgment to the parties on March 1, 2018.
[3]The Court issued a written decision granting the City's motion for partial summary judgment on May 10, 2018.
[4]The parties stipulated to the introduction into evidence of several exhibits which were not admitted through witnesses at trial but provided necessary background regarding the annexed territory. These exhibits consisted of most of those included in the parties' summary judgment affidavits as well as joint exhibits which the parties agreed should be admitted into evidence. The Court ultimately prepared, and the parties approved, a combined "Exhibit Order" dated June 18, 2018. The Exhibit Order is comprised of all of the exhibits entered into evidence at trial.

At the Court's direction, the parties filed post-trial briefs and proposed findings of facts and conclusions of law. The following is the Court's decision on the merits.

III. FACTS

The Court heard hours of testimony and has reviewed hundreds of pages of exhibits admitted into evidence at trial. The following is the Court's findings of fact based on the testimony of the witnesses and the exhibits admitted into evidence, including the parties' Stipulated Facts.

A. The Kohler Property.

1. General History.

Kohler owns approximately 247 acres of land located along Lake Michigan ("Land"). The Company has owned the land for more than 75 years. Until the City's annexation of the Land in 2017, the Land was part of the Town of Wilson.

Kohler leased the Land to the State for State park use through the 1970's. Thereafter, Kohler used the Land for an outdoor trail park.

2. The "Tented Forest Project."

In 2010, Kohler proposed developing the Land for use as a "Tented Forest Project," whereby the Land would be developed into an upscale camping site. Kohler submitted a conditional use permit application with the Town for the development of the Tented Forest which was ultimately approved by the Town's Plan Commission.

As part of its due diligence for the Tented Forest, Kohler enlisted public comment from the Town's residents. The public expressed opposition to Kohler's development of the Land. Public concerns regarding the Tented Forest included potential adverse impact of the project on the local wells, wetlands and the environment, increased traffic in the Town and the extent of

deforestation required for the project.

Prior to moving forward to the Town Board approval of the Tented Forest, Kohler determined that the Tented Forest was not a profitable venture. Kohler therefore abandoned the Tented Forest project and withdrew the conditional use permit application with the Town.

3. Kohler Proposes A Golf Course Development on the Land.

Kohler ultimately determined that the Land was best suited for the development of a world class or championship golf course similar to the Black Wolf Run and Whistling Straits courses Kohler previously developed in the Village of Kohler and the Town of Mosel.[5] In March of 2014, Kohler informed the Town of its desire to develop a golf course on the Land.

B. Kohler's Files a Conditional Use Permit Application with the Town for a Golf Course and the Town's Response.

On March 24, 2014, Kohler submitted an application for a conditional use permit with the Town for the golf course development. Kohler's application included a proposed design for the golf course development.

Conditional use permit applications such as Kohler's are initially forwarded to the Town's Plan Commission. The Plan Commission is responsible for reviewing the applications and making recommendations to the Board on those applications.

The normal process for a conditional use permit begins with a pre-application meeting between the applicant and the Plan Commission in which any issues regarding the application are addressed and the application is completed. The application is then presented at a Plan Commission meeting for a hearing on whether the Commission will recommend approval of the application to the Town Board. In applications involving large projects with multiple technical issues, the Plan Commission generally will retain technical consultants to assist the Plan

[5]Kohler envisioned the development of a golf course that would be rated one of the top 50 in the world.

Commission in reviewing and making recommendations to the Board on the application.

The Town reviewed Kohler's application and determined that it was incomplete. The Town specifically noted that the application did not include a grading plan or a site plan. Notwithstanding the deficiencies in the application, the Plan Commission began its review process. Because of the size and complexities involved in Kohler's development, the Town retained three consultants to evaluate the application and provide input on whether the proposed development complied with the Town's ordinances; provide guidance on the impact of Kohler's proposals on the Town and its residents; and provide input from the Town to the DNR, the Army Corps of Engineers and other governmental bodies as they evaluated the project.[6]

The Town acknowledged that it was going to be challenging for Kohler to succeed with its conditional use permit application. One of the Town's primary concerns with Kohler's application was the extent of deforestation required for the golf course and the collateral impact of deforestation on surface water quantity and quality, groundwater quantity and quality, the ecosystem and wildlife corridors.[7] There was also a concern as to whether the level of deforestation required for the project would be permitted under the Town's Comprehensive Plan and its zoning ordinances.

Ultimately, the Plan Commission suspended the conditional use permit process indefinitely while Kohler sought approval from the DNR for the construction of the golf course. The Town concluded that it would be inefficient to independently evaluate the environmental impact of the golf course on the surrounding properties and the Town when the DNR was going to conduct the same environmental impact studies in connection with Kohler's DNR permit

[6] When Kohler objected to one consultant (Hey and Associates), and recommended the Town use another consultant (Ruekert Mielke), the Town complied with Kohler's request.

[7] The challenges facing Kohler's conditional user permit application were identified by Roger Miller, who was appointed to the Chair of the Planning Commission in 2015. Miller was retained as a litigation expert by the Town and testified at the court trial.

application.

According to Town officials, Kohler never provided the information the Town required to complete Kohler's conditional use permit application. As discussed below, Kohler ultimately decided to pursue annexation with the City rather than moving forward with its application for a conditional use permit with the Town.

C. Kohler Becomes Concerned About Moving Forward With A Golf Course Development in the Town of Wilson.

Following the filing of its application for a conditional use permit, Kohler became concerned with whether the Town would approve the golf course development and whether developing a golf course in the Town was in Kohler's best interests. Kohler's concerns regarding the viability of the project in the Town were divided into four categories: political opposition; water; fire; and boundary agreement.[8]

1. Political Opposition.

The response from the Town's residents to Kohler's proposed golf course development was highly unfavorable. Several of the Town's residents, in fact, banded together to form a group, Friends of the Black River Forest (hereinafter "Friends"), to stop the development. The stated reasons for the Friends' opposition included environmental damage resulting from golf course construction, the deforestation required to build the golf course on the Kohler Land and drawdowns of the water available for nearby residential wells caused by Kohler's operation of a high capacity well to supply water to the golf course.

The Friends were vigorous in their opposition to the golf course and, by all appearances, politically influential. The Friends initiated several lawsuits to prevent Kohler's construction of

[8]Kohler's Hospitality Construction Portfolio Manager, Jonathan Hoekstra, testified at trial as to Kohler's concerns regarding the construction of a golf course development in the Town.

a golf course in the Town. The Friends further endorsed candidates for election to the Town Board who opposed the golf course development.

Kohler needed to secure the votes of three of the five members of the Board to obtain approval of Kohler's application for a conditional use permit. In the months following its conditional use permit application, the make-up of the Board changed resulting in a Board composed of historic opponents to the golf course development, most of whom were the preferred candidates of the Friends. In April of 2014, Nancy DesJardins, who opposed the golf course development, was elected to the Board. In 2015, John Ehmann, a vocal opponent of Kohler's golf course development, was elected Chairman of the Town Board. In 2015, Thomas Stoelb, who was a preferred candidate of the Friends and opponent of the golf course development, was elected to the Board.

Ehmann and Stoelb made their opposition to the golf course development well known before taking positions on the Board. In June of 2014, Ehmann and Stoelb were among several Town of Wilson residents who sent a letter to the Town Board and Plan Commission opposing the golf course development.[9] The letter, which was admitted into evidence at trial as City Exhibit C10, detailed the residents' belief that the Board and Plan Commission had the authority to, and should deny, Kohler's application for a conditional use permit. The residents took the position, among others, that the golf course was not a permitted use under the P-1 zoning governing the Kohler Land and, further, that the deforestation required for the construction of the golf course was inconsistent with the Town's Comprehensive Plan.

Town Board Chair Ehmann was a particularly strong opponent of Kohler's proposal to build a golf course in the Town. In 2015, Ehmann gave a presentation to the Friends at a

[9]The heading of the letter stated that it was from the Friends of the Black River Forest to the Town of Wilson Board and Plan Commission.

"Kohler Golf Course Informational Meeting"[10] in which he again set forth the position that the Board should not permit Kohler to build a golf course on the Kohler Land. Ehmann pointed to the following as support for his position:

- Construction of a golf course was not permitted under the Town's 20 year comprehensive plan which mandates preservation, rather than development of the Kohler woodlands;
- Kohler's proposed golf course was not an allowable conditional use under the Town's P-1 zoning because it is a commercial rather than a recreational development;
- Kohler's golf course otherwise violated the P-1 zoning code because the golf course would not increase recreational opportunities for Town residents, unduly disturb the environmental corridor and would have an adverse impact on local wells

In the same presentation, Ehmann outlined his belief that the construction of the golf course would have significant and undesirable environmental impacts including deforestation, destruction of wetlands, compromised waterways and fragmentation of the environmental corridor. Ehmann further expressed his belief that the construction of a golf course would invite unwanted tourism into the Town and would have no long term positive economic impact on the Town or its residents.[11]

Like Ehmann and Stoelb, DesJardins believed that Kohler's golf course development was in conflict with the Town's Comprehensive Plan. She further opposed Kohler's use of State park land in connection with the operations of the proposed golf course.

In addition to the election of three Board members who expressed opposition to the golf course, Ehmann appointed Roger Miller ("Miller") to serve as the Town's Plan Commission

[10]Exhibit 1, which was entered into evidence, is an audio-visual recording of Ehmann's speech to the Friends.
[11]A trial, Ehmann denied that he remained an opponent of Kohler's development after being elected to the Board. Ehmann testified that Kohler addressed many of his concerns regarding the golf course following his presentation to the Friends in 2015. Ehmann stated that Kohler significantly reduced the wetland impact and setbacks for the golf course, changed the plan for accessing the golf course and significantly reduced the amount of State land to be included in the annexation.

Chairman 2015. Like Ehmann, Miller expressed his concern over the deforestation that would be required to build a golf course on the Kohler Land as well as the adverse impact to the shoreline and environment that would result from the development and generally opposed the golf course development. Miller informed representatives of Kohler that he did not believe the Kohler Land was "a good place for a golf course."[12]

Kohler monitored the Board elections and was aware of the opposition of DesJardins, Ehmann, Stoelb and Miller to the golf course development. Considering the composition of the majority of the Board, Kohler was skeptical that the Board would approve its conditional use permit and allow Kohler to build a golf course in the Town of Wilson.

2. Water.

It is undisputed that the Town does not provide municipal water to its businesses and residents. As a result, those who live and operate businesses within the confines of the Town are required to rely on wells for their water supply.

In 2015, Kohler commissioned Excel Engineering to study the impact of operating a high capacity well on the wells of surrounding property owners. Excel Engineering concluded that there would be no material impact on neighboring wells. The Town also retained its own expert, John Jansen, to conduct a well impact study. Jansen similarly concluded that Kohler's operation of a high capacity well would have a minimal impact on surrounding wells.

Notwithstanding the opinions of Excel and Jansen, Kohler remained concerned that that the Town's inability to provide a municipal water source would detrimentally impact the golf course development. Kohler identified three adverse impacts: (1) insufficient volume of water for the golf course operations; (2) exposure to well damage claims from neighboring landowners;

[12]The Town separately retained Miller in this litigation to act as an expert on its behalf relating to the nature and topography of the lands which are the subject of the annexation. Miller testified at trial.

and (3) the potential for an inadequate water source for the Town's volunteer fire department in the event of a fire on the golf course development.

a. Insufficiency of Water for the Development.

Kohler was concerned that if it proceeded with the development in the Town, it would be required to rely exclusively on a high capacity irrigation well to provide water to the golf course development.[13] Kohler believed that having a supplemental municipal water source, such as the City's municipal water, in addition to a high capacity well, would ensure Kohler had sufficient water to meet the needs of the golf course as well as the clubhouse and other buildings constructed as part of the golf course development.[14]

b. Exposure to Claims from Surrounding Landowners.

Kohler was also concerned that moving forward with the golf course development in the Town would expose the Company to significant liability from surrounding landowners who relied on wells to supply water to their properties. Kohler anticipated that the surrounding landowners would assert claims against Kohler for water drawdowns and damage to their wells resulting from Kohler's operation of a high capacity well. This raised the specter of long term litigation related to the golf course operation.

Kohler also expected that the Town would require any conditional use permit issued by the Town for the golf course to require Kohler to pay for the cost of repairing neighboring wells which experienced problems in conjunction with the development and operation of the golf course, i.e., a "well protection plan." Kohler determined that a well protection plan would unduly expose Kohler to excessive claims and repair costs from citizens living in the vicinity of

[13]Kohler admitted that the golf course would be operated on well, rather than municipal water. The only expert to testify at trial, hydrogeologist John Jansen, concluded the aquifer in the area was more than sufficient for Kohler's proposed golf course and would not have an adverse impact on surrounding wells.

[14]Kohler understood that the City would not extend municipal water to the golf course development unless the Kohler Land was annexed by the City.

the development, many of whom opposed construction of the golf course.[15]

3. Fire Protection.

Kohler was concerned with the ability of the Town's volunteer fire department to adequately protect the clubhouse and other buildings constructed on the golf course development due to the lack of a municipal water source in the Town. Because the Town did not have a municipal water source, the Town's fire department was required to transport its own water to a fire. Kohler believed that a municipal water source such as the City's would ensure adequate water was available to protect the buildings in the event of a fire and reduce the risk of loss to the Kohler properties.

4. Possible Border Agreement between the City and the Town.

As the concerns regarding a golf course development in the Town multiplied, Kohler also became at risk of losing the ability to have the City annex the Kohler Land. Kohler became aware that the Town approached the City with a "border agreement" proposal. Under the proposal, the Town would agree to the City's annexation of certain lands in the Town in exchange for the City's agreement not to annex other lands in the Town, including the Kohler Land. The potential for such a "border agreement" created the risk that Kohler may never be able to development the land for a golf course and increased Kohler's urgency to pursue annexation from the City.

D. Kohler Elects to Seek Annexation from the City.

As a result of Kohler's concerns about its ability to successfully move forward with a golf course development in the Town, Kohler decided to pursue a petition for annexation with

[15]Kohler's concern regarding the impact of operating the golf course on a high-capacity well was based on the opposition of neighbors with wells, not scientific evidence that Kohler's golf course development would unduly drawdown or harm adjacent wells. Kohler financed a study which showed that the operation of a high-capacity well for the golf course would not have a significant impact on the wells of neighboring property owners.

the City in late 2016. Kohler's Hospitality Construction Portfolio Manager, Jonathan Hoekstra ("Hoekstra"), summarized Kohler's reasons for moving forward with the City rather than the Town:

> Q: So what, if any, role did that understanding of the potential of boundary agreement locking you out of the city play in your determination to annex these lands to the City?
>
> A Again, over the period of time there were a number of things that were happening ultimately making it appear and seem to be more and more difficult to get this project approved, and that would have, in our opinion, ended the project because with the number of town board members we believed were not going to vote for the project, with the neighbors and neutral observers, I will call them, residents concerned about wells, et cetera, and then with an agreement, we would be left with no project. So that was probably the culmination of all of those issues that led to the annexation occurring.

Prior to moving forward with the City, Kohler did not inform the Town that Kohler believed the Town lacked sufficient services for its golf course development. For example, Kohler never claimed it needed municipal water from the City for the course. Kohler also did not express any concern to the Town about any of the Town's other services being insufficient for the golf course.

E. Preliminary Discussions Between Kohler and the City Regarding Annexation.

In late 2016, an outside corporate attorney from Kohler approached the City Administrator, Darrell Hofland, regarding Kohler's desire to have the City annex the Kohler Land. Kohler advised the City that it was considering annexation for purposes of moving forward with the development of a world championship golf course. Hofland was aware that Kohler had an application for a conditional use permit pending with the Town when Kohler approached the City regarding the potential for annexation.

Hofland was receptive to Kohler's annexation proposal. Hofland noted that the proposed annexation of the Kohler Land was consistent with the City's plan for future growth which included expansion south from the City into the Town of Wilson. Hofland further emphasized

that the long term financial viability of the City is substantially dependent on the City's ability to expand through annexation such as the Kohler proposal.

In addition to the benefits the City could receive from the golf course, the City viewed the annexation as an opportunity to expand municipal services south into the Town of Wilson along 12th and 18th Streets. The extension of municipal services facilitated the ability of the City to develop residential subdivisions in the Town which was also part of the City's strategic growth plan.

The City and Kohler continued to discuss the proposed annexation over the next several months. The discussions focused on the benefits which the City would receive if Kohler proceeded forward with its plan to build a world championship golf course on the Kohler Land. In this regard, Kohler retained a consultant to conduct an economic impact study of the annexation. The study revealed that annexation of lands which included a world championship golf course would provide the City with a significant increase in its tax base and also provide a substantial benefit to the City's businesses, restaurants and hotels.

The mutual interest between Kohler and the City in the proposed annexation was reflected in the terms of a proposed Pre-annexation Development Agreement ("Agreement") which was negotiated between City officials and Kohler before Kohler's formal filing of the petition for annexation on April 28, 2017.[16] The recitals in the Agreement recognize Kohler's intent to develop a championship golf course on its vacant land located in the Town of Wilson as well as the City's authority to annex that land under Wis. Stat. § 62.0217. The recitals further recognize that Kohler's planned use of the property was "consistent with the City's

[16]The Pre-Annexation Agreement was not executed by the parties until after the Common Council approved the annexation as well as the Pre-Annexation Agreement in August of 2017. A signed copy of the Pre-Annexation Agreement was offered and admitted into evidence as Joint Exhibit 2.

Comprehensive Plan adopted December 5, 2011" and would provide land needed for growth of the City. The recitals state:

> The City specifically acknowledges that Developer's proposed development and use of the Property as described herein, is compatible with and will further the City's planning objectives, will be of substantial benefit to the City, will extend the corporate limits and jurisdiction of the City, will promote orderly growth, planning and development of the City, will increase the tax base of the City, and will promote and enhance the general welfare of the City and its residents.

The Agreement established proposed mutual obligations of the City and Kohler as it relates to the proposed annexation. The City agreed to, among other things, cooperate in obtaining the necessary permits for the golf course; extend water utility to the golf course property at Kohler's expense; provide police, fire and emergency services to the property; connect sanitary sewer service to the property; and consider rezoning the property to SR-5 Residential so as to permit the construction of an 18 hole championship golf course.

Kohler correspondingly agreed to, among other things, construct storm water facilities on the property and connect all buildings developed on the property to the City's sanitary sewer system. Kohler also assumed an obligation to connect to and utilize the City's municipal water service for all proposed improvements on the property including the clubhouse, irrigation system, maintenance building and cart building, to the City's municipal water service within three years of development and to pay the cost of extending municipal water to its property.[17] Finally, Kohler agreed to reimburse the City's actual costs incurred in connection with the annexation, including litigation costs and attorney's fees, up to $200,000.

Kohler's annexation proposal was introduced to the Common Council in early spring of 2017. On April 24, 2017 the City convened into closed-session to discuss annexing the Kohler

[17] Kohler's agreement to connect its improvements to the City's water service was required under any conditional use permit for the 18 hole championship golf course.

Land, which was described in the minutes of that meeting as a "Southside Development Opportunity." This presentation, which was marked as Town Exhibit 16 at trial, confirms that Kohler intended to petition the City to annex parcels of land in the Town that would, upon completion of the annexation, incorporate Kohler's proposed golf course development within City limits.

The presentation included a summary of the City's obligations under the Pre-Annexation Development Agreement. The presentation then discussed the benefits that the City anticipated receiving from the golf course development. These benefits included the following:

- Up to 11 additional parcels of land within City limits;
- An additional $6 to $8 million in new assessed valuation to the City;
- Future opportunity for additional annexations along South 12th Street;
- Up to 200 new jobs; and
- The opportunity to annex the Poth Farm into the City for the development of single family residences.

F. Kohler's Petition for Annexation.

1. Procedural History.

On April 28, 2017, Kohler published a notice of intention to circulate annexation petition in the Sheboygan Press. The Petition included signatures from five of the six qualified electors (the five signatories defined as a majority of the votes cast for governor in the Annexation territory at the last gubernatorial election), and the owners of 91 percent of the Annexation territory (measured by assessed value).

The five signatures on the Petition represented three parcels within the annexation. Two of these properties were recently purchased by Kohler. One of the signatures on the annexation

petition was from one of Kohler's outside litigation attorneys, Jessica Polakowski of Reinhart Boerner, on behalf of the LLC that recently had purchased a parcel included in the annexation.

Kohler also mailed (by certified mail with return receipt requested) copies of the notice to the City Clerk, Town Clerk, the Clerk of Sheboygan Area School District, the owners of the property in the Territory, and the Wisconsin Department of Administration ("DOA"). Kohler mailed a completed Request for Annexation Review to DOA on April 28, 2017 listing a population of 8 in the Annexation.

On about May 3, 2017, DOA published on its Municipal Data System the annexation materials submitted by Kohler, and listed the population of the Annexation as 8. On or about May 22, 2017, the City and Town submitted annexation questionnaires to the DOA. Both the City and the Town's questionnaires included population estimates for the annexation.

2. The Configuration of the Lands included in the Annexation.

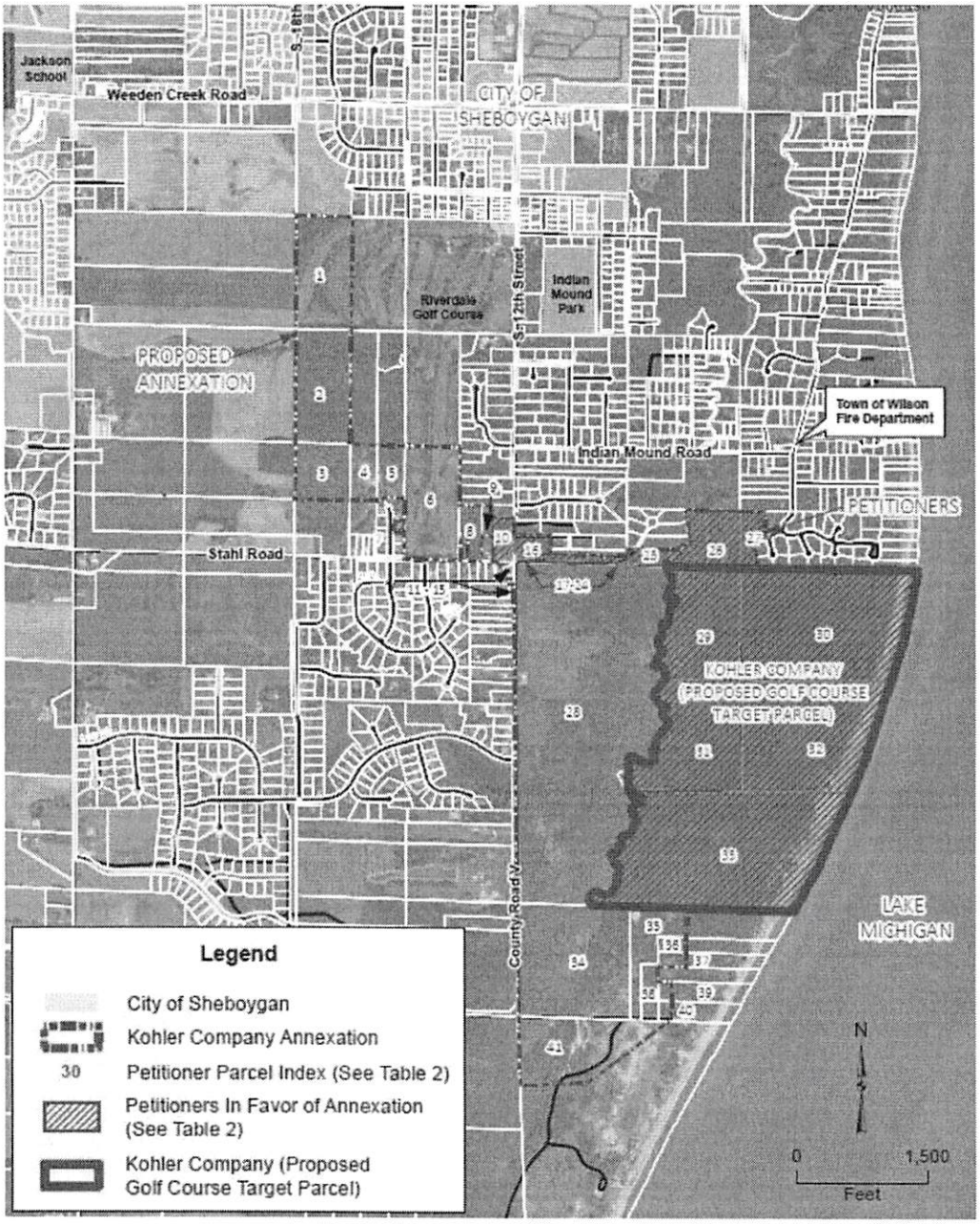
Kohler designed the boundaries of the annexation to connect the Kohler Land to the City. The annexation consists of several parcels moving from the connection point with the City to the south and east to the Kohler Land. The City had no input or involvement whatsoever in determining the boundaries for the annexation.[18]

According to the annexation review which was conducted by the Department of Administration ("DOA") and admitted into evidence as City Exhibit 2, the connection point between the City and Parcel 1 of the annexation is 650 feet in width. From the connection point, the annexed land proceeds in a southeast direction toward the Kohler land. *Id.* The proposed annexed land varies in size from approximately 1,450 feet wide, to approximately 190 feet wide at a point between neighboring residential developments before expanding at the Kohler land. A

[18]The City did not independently investigate the properties included within Kohler's annexation or whether the owners of those properties had any independent desire to become part of the City.

map of the territory included in the annexation appears below followed by a chart which describes the parcels included in the annexation including their respective dimensions.[19]

Annexation Map



[19]The map outlining the dimensions of the parcels in the annexation was attached to the Affidavit of Roger Miller which was admitted into evidence as Town Exhibit 65. The parcel details were taken from Town Exhibit 67 which was admitted into evidence at trial.

Parcel Descriptions

Parcel	Dimensions Included in Annexation	Description
1	19.2 acres	Western half of a larger parcel that compromises the northwestern end of the Riverdale golf course. The parcel is owned by Sheboygan Town and Country Corporation.
2	19.68 acres	Parcel which was part of the Poth Farm which is owned by the City. The parcel is presently forested and undeveloped.
3	9.85 acres	Eastern end of a parcel owned by the City. The parcel is presently forested and undeveloped.
4	4.86 acres	Southern one-third of a parcel held by the Koller Living Trust. Two thirds of the parcel are in the Town and one-third of the parcel is in the City. The land is predominantly wooded but does include a residence. The parcel is included in a managed forestry program with the State of Wisconsin which precludes development of the parcel.
5	4.61 acres	Southern portion of a parcel held by the Koller Living Trust. The southern one-third of the parcel is in the City and the northern two thirds of the parcel are in the Town. The parcel is included in the managed forestry program with the State of Wisconsin which precludes development of the parcel.
6	19.89 acres	Riverdale golf course parcel.
7	.2 acres	Single lot in an eight lot Deerfield subdivision. The parcel was purchased by Wilson/Sheboygan County LLC. Jessica Polakowski, an outside attorney retained by Kohler, signed the Petition on behalf of LLC.
8	3.5 acres	Wooded lot with a residence owned by John Siegworth.
9	1.51 acres	Wooded parcel owned by John Siegworth.
10	2.58 acres	Lot with a single residence located at the intersection of South 12th Street and Stahl Road and owned by Nina Stapel.
11-13	11: .36 acres 12: .19 acres 13: .18 acres	Portion of County owned land which comprises a public road right-of-way.
14-15	14: .15 acres 15: .09 acres	Portion of Town owned land which comprises a public road right-of-way.
16	2.4 acres	2.5 acre parcel with a single family home on the east side of South 12th Street just north of a drive into the River Trail subdivision. The parcel is presently owned by Kohler Company.
17	.04 acres	River Trails subdivision Out lot consisting of forested wetland. Owned by River Trails Owners Association, Inc.
18	.15 acres	Driveway into the River Trails subdivision and River Trails subdivision Out lot 3. Owned by River Trails Owners Association, Inc.
19	.46 acres	Driveway into River Trails subdivision and River Trails Subdivision Out lot 4
20	.15 acres	River Trails subdivision Out lot 2 consisting of .13 acres of forested wetland. Owned by River Trails Owners Association Inc.

21	.91 acres	River Trails Subdivision Lot 11, undeveloped, partially forested. Owned by Kohler Company.
22	.39 acres	River Trails Subdivision Lot 10, undeveloped, partially forested. Owned by Kohler Company.
23	.36 acres	River Trails Subdivision Lot 9. Undeveloped, partially forested. Owned by Kohler Company.
24	.15 acres	River Trails Subdivision Lot 5. Undevelopable, entirely forested.
25	2.25 acres	River Trails Subdivision Lot 1. Undeveloped, entirely forested lot. Owned by River Trails Owners Association.
26-27	26: 10.37 acres 27: 3.62 acres	Undeveloped forested parcels owned by Kohler Company.
28	140 acres	Kohler-Andrae State Park with development prohibition
29-33	29: 26.3 acres 30: 63 acres 31: 29.7 acres 32: 49.5 acres 78.44 acres	Undeveloped forested land owned by Kohler Company
34-41	34: 40.1 acres 35: 9.3 acres 36: 1.1 acres 37: 1.2 acres 38: 3 acres 39: .5 acres 40: .6 acres 41: 23 acres	Kohler-Andrae State Park

Evidence was introduced at trial regarding each of the parcels included within the annexation. As noted in the chart above, certain of the parcels included in the annexation are parts or portions of larger parcels of land, i.e., Kohler did not include the area of the larger parcel in the boundaries of the annexation. Following the enactment of the City's ordinance, these larger parcels are subject to both Town and City regulations: the portion of the parcel located in the Town is subject to Town regulation and the portion of the parcel located in the City is subject to City regulation.

G. The City's Response to Kohler's Annexation Proposal.

Kohler's Petition for annexation was received positively by City officials.[20] The City, like many other cities across the nation, has watched jurisdictions surrounding the City experience substantial increases in their economic growth and expansion of their tax bases. The growth of surrounding jurisdictions has allowed these jurisdictions to provide high quality of life at lower tax rates than their municipal counterparts. The City, in contrast, has experienced increased demand for services as well as the cost of those services with less corresponding high end economic growth. This has resulted in economic disparity between the City and the areas that surround it.

In order to address this disparity, the City has employed a strategy of expanding its boundaries through annexation to capture economic growth in areas surrounding the City. The City, by its own admission, aggressively pursues annexation opportunities in order to achieve economic growth. The City generally views opportunities to expand its borders through annexation as a positive and in its best interests. Expansion into surrounding areas facilitates the ability to continue to provide services at a reasonable tax rate.

The City's desire to achieve economic growth through expansion is summarized in the City's 2000 Comprehensive Plan which provides in pertinent part[21]:

> The City of Sheboygan is facing problems similar to many Wisconsin cities. The nearby towns, are generally becoming upper income enclaves, and are growing in more healthy socio-economic patterns than the City, simply because the City is providing the range of goods, services, employment opportunities and housing opportunities typical of urban communities, while capturing virtually nothing near the top end of the residential or commercial market. There is a growing income, and housing disparity between residents of the City and those located in the

[20] The City's reasons for pursuing the annexation with Kohler, and ultimately, bringing Kohler's Petition to the Common Council for vote, were established through the trial testimony of, among others, City Administrator Hofland, the City's Manager of Planning and Zoning, Steve Sokolowski, the City's Director of Planning and Development, Chad Pelishek and the City's Water Utility Superintendent, Joe Trueblood.
[21] *See* City Exhibit 4, p. R-148.

> surrounding area. The City is providing more services, including many that benefit the entire region, while other jurisdictions are realizing a significantly increasing share of the region's growth and the resulting economic and tax benefits. As these disparities grow, it will become more difficult for the City to effectively compete with its neighbors for new growth and development. To continue to provide quality services with a reasonable tax rate and maintain the City's quality of life, it is necessary for the City to capture a fair share portion of the area's future growth.

The City did not specifically consider annexing the Kohler Land prior to Kohler's Petition for Annexation. However, the City had historically targeted the lands within the annexation, including the Kohler Land, for future City expansion, development and economic growth as part of the City's 2011 Comprehensive Plan.[22] The Comprehensive Plan specifically targeted zoning the Kohler Land for recreational use.

The City analyzed Kohler's Petition and concluded that Kohler's Petition presented the City with significant opportunities for economic growth and expansion. In his "Request for City Plan Commission Consideration," dated May 26, 2017, the City's Manager of Planning and Zoning, Steven Sokolowski, identified the following economic opportunities for the City presented by Kohler's proposed golf course development:

- New tax revenues generated annually for local and state governments in the amount of $1.267 million;
- The creation of 227 new, full time equivalent jobs;
- 22,000 additional room nights per year for Sheboygan County hotels and increased expenditures for the local hospitality, retail, food and beverage industries by $6.5 million;
- Total annual economic output resulting from the new golf course in Sheboygan County in the estimated amount of $20.6 million; and
- Annual increase of $87,000 in school property taxes.

[22]The City prepared the 2000 and 2011 Comprehensive Plans pursuant to Wisconsin's Comprehensive Planning Law, often referred to as the "Smart Growth" law. This law requires local governments to adopt a Comprehensive Plan in order to engage in certain land use regulations, such as subdivision regulation and zoning.

The City further determined that the Petition provided the City the opportunity to increase single family residential housing for which the City had (and continues to have) an immediate and critical need. The City was, and is, significantly behind other cities in the construction of new single family residences which are needed to house those who live and/or desire to relocate to the City. Sheboygan County's rate of home construction per 5,000 residents was measured at 3.4 new homes per year compared to a statewide average of 8.6 homes per year.[23] Outagamie County which is similar to Sheboygan County in job market maintained a rate of 11.6 homes per year. Sheboygan County's issuance of housing permits for new homes also significantly behind State of Wisconsin averages.

The absence of available single family housing in the City was detrimental to the City's economic growth. Sheboygan County has minimal unemployment and a significant number of job openings. As such, many jobs will be filled by those coming from outside of the County. When families relocate for employment, they often seek single family residential homes. Due to the City's shortage of single family residential housing, the City was unable to effectively compete in recruiting prospective employees to the City and capture the economic growth associated with employee relocations to the City. The City estimated that it would be required to build 73 homes each year to keep up with the demand for single family residences.

The Kohler annexation facilitated the City's ability to immediately address its housing needs. The lands in the annexation included the Poth Farm property which the City purchased in May of 2001 for the specific purpose of developing residential housing. The Poth Farm is located along 18th Street, south of the connection point between the City and the annexed properties. The City planned to develop 110 lots on the Poth Farm for the construction of single

[23]The statistics related to the City's single family residential housing shortage are incorporated within the trial testimony and summary judgment affidavit of Chad Pelishek. Pelishek's summary judgment affidavit and attachments were marked as City Trial Exhibit 19 and admitted into evidence.

family residences.[24] The lots range in size from 11,000 square feet to 28,000 square feet. The proposed development also included an eight acre park.

The City had not previously developed the farm due to the cost of extending roads, water and utilities to a relatively small area with a limited tax base. The Kohler annexation provided the City with additional revenues from which the City could more cost effectively extend roads, water and sewer to the Poth Farm and other areas within the annexation.

The City further determined that residential development in the Poth Farm area would spur additional residential development in areas in and around the annexed lands. The City observed that extending municipal water and other services to one area often prompts developers to consider residential developments in surrounding areas where municipal services were not previously available and were cost prohibitive to provide.[25]

In addition to economic benefits, the Kohler annexation also provided benefits to the City's Water Utility. Expansion of the City's borders through annexation allows the City to increase usage of the City's existing water utility services. In this respect, the City's water utility is capable of pumping and treating up to 34 million gallons of water per day. Prior to the annexation, however, the City was only utilizing one-half of the utility's rated pumping and treating capacity. The Kohler annexation provides the City with the opportunity to extend water service south along 12th Street and 18th Street into the residential and commercial areas of the annexed lands. The extension of this service will increase the number of users on the City's system and, as a result, provides greater economies of scale for operating the City's water utility.

---

[24]The City's plan to develop the Poth Farm for the development of single family residences originated when the City purchased the Poth Farm in 2000. The City's intent in purchasing the Poth Farm is reflected in a May 11, 2000 memo from the former City Planner, Ronald French, to the Common Council. The memo is included within City Exhibit 11 which was admitted into evidence at trial.

[25]The City's Administrator, Hofland, acknowledged that the City did not know how many parcels outside of the annexation could be developed.

H. The Town's Reaction to the Petition.

The Town was surprised by Kohler's filing of the Petition. Kohler did not inform the Town that it was considering annexation with the City prior to filing the Petition nor had Kohler expressed concerns over moving forward with a golf course development in the Town before seeking annexation from the City. The City similarly did not inform the Town of its interest in annexing the lands included in the annexation before the Petition was filed.

The Town strongly opposed Kohler's Petition. The Town took the position that the proposed annexation usurped the Town's ability to determine the impact of Kohler's development on the Town and to protect the Town's residents from the adverse impacts from the development. The Town further believed that the Petition deprived the Town's residents of a voice in determining whether Kohler should be permitted to develop a golf course in the Town. Finally, the Town believed that Kohler's Petition, and any ordinance enacted by the City approving the Petition, violated the rule of reason.

I. The DOA's Review of the Annexation.

An annexation initiated by property owners or electors such as Kohler must be reviewed by the Department of Administration ("DOA") as part of the procedural requirements for approval of an annexation. The DOA is required to issue an opinion as to whether the annexation is in the public interest. *Wis. Stat. § 66.0217(6).* The DOA's opinion is forwarded to the municipal clerk and must be reviewed by the annexing body before final action is taken on an annexation. *Id.* The language of Wis. Stat. § 66.0217(6), which governs the DOA's public interest review, provides:

> **(6)** DEPARTMENT REVIEW OF ANNEXATIONS.
> **(a)** *Annexations within populous counties.* No annexation proceeding within a county having a population of 50,000 or more is valid unless the person publishing a notice of annexation under sub. (4) mails a copy of the notice to the clerk of each municipality affected and the department,

> together with any fee imposed under s. 16.53 (14), within 5 days of the publication. The department shall within 20 days after receipt of the notice mail to the clerk of the town within which the territory lies and to the clerk of the proposed annexing village or city a notice that states whether in its opinion the annexation is in the public interest or is against the public interest and that advises the clerks of the reasons the annexation is in or against the public interest as defined in par. (c). The annexing municipality shall review the advice before final action is taken.

In determining whether an annexation is in the public interest under Wis. Stat. § 66.0217 (6), the DOA is required to examine: (1) the shape of the proposed annexation and the homogeneity of the territory with the annexing village or city and any other contiguous village or city; and (2) whether the town could clearly better supply needed municipal services to the territory than the annexing city or village. *Wis. Stat. § 66.0217(6).*

Consistent with these statutory requirements, Kohler submitted its petition for annexation to the DOA. In anticipation of the DOA's review, the Town provided the DOA with several submissions in opposition to the annexation. The Town argued, among other things, that the annexation was an impermissible "balloon-on-a-string" annexation that irrationally splits the town for a "contrived, de minimis border with Sheboygan"; that the annexation was not "contiguous" under the Wisconsin Supreme Court's decision in *Town of Mt. Pleasant v. City of Racine,* 24 Wis. 2d 41, 127 N.W.2d 57 (1964) ("Mt. Pleasant I"); that the annexation was based on a false claim of "need" for City services; and that the annexation includes large portions of undeveloped, natural land that are not homogeneous with the south side of the City.

The DOA found the Kohler annexation was in the public interest.[26] In reaching its decision, the DOA rejected the Town's claim that the annexation was an impermissible "balloon-on-a-string" configuration under *Mt. Pleasant I.* Instead, the DOA found that the dimensions and configuration of the annexation, "while not ideally shaped," were closer to the dimensions of

[26]The DOA's letter decision relative to the annexation was admitted into evidence at trial as City Exhibit 2.

the annexation that the Wisconsin Supreme Court approved in *Town of Mt. Pleasant v. City of Racine*, 28 Wis. 2d 519, 137 N.W.2d 656 (1965). ("Mt. Pleasant II").

The DOA further determined that the proposed land use of the annexation territory for a golf course and the adjacent land to the north was "more homogeneous with the City than it is with the Town." *Id.* The DOA noted that the annexed lands were immediately adjacent to fully developed, rather than rural, areas of the Town which are "urban in nature and much more consistent with the developed City lands than with the bulk of Town of Wilson lands to the southwest which tends to be more rural in nature."

The DOA likewise found that Kohler's proposed use of the land for a golf course required City services such as sewer and water, police and fire protection and planning and zoning services. *Id., p. 2.* The DOA rejected any claim that the Town could better provide these services than the City:

> The City indicates in its submitted questionnaire that it can provide these desired services. Petitioner has committed to using City water for the proposed development's clubhouse, irrigation system, maintenance building and cart building within three years of development. It cannot be said that the Town can "better" provide services such as water.

Id.

J. The City Approves the Petition and Enacts and Annexation Ordinance.

On May 30, 2017, the City of Sheboygan Plan Commission held a public hearing on the proposed annexation and rezoning. At the conclusion of the hearing, the Plan Commission unanimously recommended the Annexation and rezoning the land in the annexation to Suburban Residential.

On August 7, 2017, the full City Common Council adopted, by a vote of 11 of its 16 (11-5) members – representing 2/3 of its members – an ordinance annexing the territory included in the Kohler Annexation. The Ordinance is identified as 6-17-18. On that same date, the City

Common Council adopted Ordinance 4-17-18, zoning the Annexation to SR-5, Suburban Residential. On August 7, 2017, the City Common Council approved the Pre-Annexation Agreement between Kohler Co. and the City.

IV. STANDARD OF REVIEW

The legislature has conferred broad authority to cities and villages to annex unincorporated lands under Chapter 66. *Town of Pleasant Prairie v. City of Kenosha,* 75 Wis.2d 322, 326-27, 249 N.W.2d 581 (1977). Annexation ordinances, like other legislative enactments, enjoy a presumption of validity. *Id.* A party challenging an annexation ordinance has the burden of overcoming the presumption with proof that an ordinance is invalid. *Id.*

Wisconsin annexation law permits landowners or electors to initiate a petition for annexation to become part of a municipality pursuant to Wis. Stat. § 66.0217. Kohler's Petition was one for direct annexation by one-half approval, i.e., a non-unanimous annexation. Direct annexation by non-unanimous approval is governed by Wis. Stat. § 66.0217(3) which provides as follows:

> **(3)** OTHER METHODS OF ANNEXATION. Subject to ss. 66.0301 (6) (d) and 66.0307 (7), and except as provided in sub. (14), territory contiguous to a city or village may be annexed to the city or village in the following ways:
>
> > **(a)** *Direct annexation by one-half approval.* A petition for direct annexation may be filed with the city or village clerk if it has been signed by either of the following:
> >
> > **1.** A number of qualified electors residing in the territory subject to the proposed annexation equal to at least the majority of votes cast for governor in the territory at the last gubernatorial election, and either of the following:
> > **a.** The owners of one-half of the land in area within the territory.
> > **b.** The owners of one-half of the real property in assessed value within the territory.
> >
> > **2.** If no electors reside in the territory subject to the proposed annexation, by either of the following:
> > **a.** The owners of one-half of the land in area within the territory.

> **b.** The owners of one-half of the real property in assessed value within the territory.
>
> * * * * *

A. Substantive Requirements of a Non-Unanimous Annexation under Wis. Stat. § 66.0217(3).

The statutory language of Wis. Stat. § 66.0217(3) imposes one substantive requirement. In order for a municipality to annex a property based on a non-unanimous petition, the territory must be "contiguous" to a city or village. *Wis. Stat. § 66.0217(3).*

The remaining substantive requirements for a non-unanimous annexation are found in the common law. *Town of Pleasant Prairie*, 75 Wis. 2d at 326-327. In determining whether an annexation ordinance is valid, courts apply the "rule of reason." *Id.* The rule of reason is designed to determine whether the power delegated by the legislature under Chapter 66 has been abused by a city or village under the facts and circumstances of a given case. *Id.* In order to survive a challenge under the "rule of reason," an annexation must satisfy the following three requirements:

> (1) Exclusions and irregularities in boundary lines of an annexation must not be the result of arbitrariness;
>
> (2) Some reasonable present or demonstrable future need for the annexed property must be shown;
>
> (3) No other factors must be present which constitute an abuse of discretion.

Id.

The rule of reason does not authorize a court to inquire into the wisdom of an annexation or determine whether the annexation is in the best interest of the parties or the public. *Id.* Decisions on these issues are for the legislature, not the courts to make. *Id.* As stated by the Wisconsin Supreme Court in *Town of Pleasant Prairie:*

> In annexation proceedings the city council in the first instance

> determines the suitability or adaptability of the area proposed to be annexed and the necessity of annexing the same for the proper growth and development of the city. Upon a review the courts cannot disturb the council's determination unless it appears that it is arbitrary and capricious or is an abuse of discretion.

Id. at 327-328 *quoting Town of Brookfield v. City of Brookfield*, 274 Wis. 638, 646, 80 N.W.2d 800 (1957).

B. Procedural Requirements.

Section 66.0217, Wis. Stats. imposes a series of procedural requirement with which an annexation must comply. These include the requirement that a petition for non-unanimous annexation be signed by a specified number of the qualified electors or landowners residing in the territory which is the subject of the proposed annexation. *Wis. Stat. § 66.0217(3).* The statute also sets forth requirements for: filing the petition; the content of the notice for annexation; the content of the annexation petition; and DOA review the annexation. *See* Wis. Stat. §§ 66.0217(4), (5), (6) and (10). An annexation ordinance must be approved by two-thirds vote of the members of the governing municipality. Wis. Stat. § 66.0217 (10).

Under Wisconsin law, an annexation ordinance must be enacted in strict compliance with these procedural requirements. *Town of Baraboo v. Village of West Baraboo*, 2005 WI App 96, ¶7, 283 Wis.2d 479, 699 N.W.2d 610; *Town of Blooming Grove v. City of Madison,* 70 Wis.2d 770, 774, 235 N.W.2d 493 (1975). An ordinance which does not comply with the statutory procedures for annexation is void. *Id.* Substantial compliance will not save an annexation that is not accomplished in "strict conformity" with statutory requirements. *Id.* The rationale for the strict conformity rule was explained by the Court in *Town of Blooming Grove*:

> The numerous cases coming to this court over they years reflect the difficulties annexation cases present to various governmental entities. The city argues that they have 'substantially complied' with the statute, and the town has shown 'no prejudice' as a result of the procedures followed by the city. To add such considerations to or substitute them for

> the established rule of strict conformity in annexation cases would only compound the already perplexing problems that exist among governmental units in this type of case.
>
> ...Annexation of territory from a township may in fact have serious consequences to the town, not the least of which may be its tax base. In annexation cases, we see no reason why the annexing municipality should not be required to comply strictly with the mandate of the statute. In this case, the city did not do so.

V. ANALYSIS

In its post-trial brief, the Town claims that it proved at trial that the subject annexation "fails virtually every legal test for an annexation." In support of this proposition, the Town claims that the City and the annexed lands are not "contiguous" in violation of Wis. Stat. § 66.0127(3). Next, the Town claims that no need has been shown by the City or Kohler for the annexation. Finally, the Town claims that the City abused its discretion by, among other things, "rubber stamping" the annexation "in exchange for money, without any serious evaluation of the environmental or other laws and impacts surrounding it, and by delegating its judgment and discretion to a private company."

The Town has the burden of overcoming the presumption of validity of the City's Ordinance and demonstrating the Ordinance is invalid. The Town has failed to meet its burden of proof with respect to any of the challenges to the Ordinance. The City's Ordinance is, in all respects, valid. The Court dismisses the Town's action for declaratory judgment with prejudice.

A. The Annexation Satisfies the Procedural Requirements of Wis. Stat. § 66.0217.

The Town previously challenged the validity of the City's Ordinance on the basis that the petition did not comply with Wis. Stat. § 66.0217(5)(a) which requires a petition for annexation to, among other things, "specify" the population of the annexed territory. The Town asserts that the petition failed to satisfy Wis. Stat. § 66.0217(5)(a) because the petition did not include a federal census of the annexed area or evidence that the DOA "certified as acceptable" the

population estimate or actual population count included in the petition.

On May 10, 2018, the Court granted the City's partial motion for summary judgment dismissing the Town's claims under Wis. Stat. § 66.0217(5)(a). The Court found that the undisputed facts demonstrate that the DOA "certified as acceptable" the population in Kohler's petition based on its review of the petition and ultimate acceptance of the petition for public interest review. The Court incorporates by reference, as if fully set forth herein, it's May 10, 2018 written decision on the City's partial summary judgment.

At trial, the Town did not raise any new issues regarding whether Kohler's Petition or the City's Ordinance strictly complied with the procedural requirements for an annexation under Wis. Stat. § 66.0217. The trial centered on whether the Ordinance satisfied the "contiguity" requirement in Wis. Stat. § 66.0217(3) and the rule of reason.

For purposes of the record, the Court finds that the Petition and the Ordinance complied with the procedural requirements of Wis. Stat. § 66.0217. The Petition, among other things, was properly noticed and included the signatures of five of the six qualified electors and the owners of 91% of the territory measured by assessed value. The DOA reviewed the annexation and found the annexation was in the public interest. Finally, the Ordinance was approved by a supermajority of the Common Council. The Ordinance complied with the procedural requirements of Wis. Stat. § 66.0217 and is valid.

B. The Boundaries of the Annexation Are Not Arbitrary Under the Rule of Reason.

The first requirement in the "rule of reason" inquiry is that the exclusions and irregularities in an annexation must not be the result of arbitrariness on the part of a municipality. *Town of Baraboo*, 2005 WI App 96, ¶21; *Town of Campbell v. City of La Crosse*, 2003 WI App. 247, ¶21, 268 Wis. 2d 253, 673 N.W.2d 696. When, as in this case, annexation proceedings are

initiated by a private property owner, the general rule is that municipalities cannot be charged with arbitrary action in drawing the boundary lines of an annexation. *Id.; see also Town of Pleasant Prairie,* 75 Wis. 2d at 339. As recognized by the Court in *Town of Baraboo:*

> As to the first requirement, that "the exclusions and irregularities in boundary lines of annexations must not be the result of arbitrariness[,] ... *[t]he general rule is that where direct annexation proceedings are initiated by property owners, the annexing municipality may not be charged with arbitrary action in drawing the boundary lines."*

Town of Baraboo, 2005 WI App 96, ¶21 quoting *Town of Campbell*, 2003 WI App. 247, ¶21 (emphasis added).

In owner initiated petitions, the choice of the boundaries is a matter of discretion by the private petitioners. *Town of Baraboo*, 2005 WI App 96, ¶21; *Town of Campbell*, 2003 WI App. 247, ¶21. Private petitioners have the right under the annexation statutes to act "in light of their desires" and in their best interests when they initiate a direct annexation. *Town of Campbell*, 2003 WI App. 247, ¶21; *Town of Waukesha v. City of Waukesha,* 58 Wis.2d 525, 530, 206 N.W.2d 585 (1973). Petitioning property owners are under no obligation to include areas in an annexation which are of no concern to them and may include only their own property. *Id.,* at 532. Private property owners may also determine the boundaries so as to ensure the success of the annexation. *Town of Campbell*, 2003 WI App. 247, ¶21; *Town of Pleasant Prairie*, 75 Wis. 2d at 342.

When a direct annexation is initiated by a private property owner, a municipality is in no position to negotiate when it is presented with a petition for annexation. *Town of Medary v. La Crosse*, 88 Wis. 2d 101, 122-123, 277 N.W.2d 310 (1978). There is not much that a municipality can do other than accept or reject the entire petition. *Id.* As recognized by the Court in *Town of Medary*:

> A municipality is in no position to negotiate or pick and choose when it is presented with a petition for annexation. Section 66.021, Stats., which provides for annexations, does not make any provision for a city to annex only that portion of territory described in an annexation petition for which it has a need. It must annex all of the territory or none of it. The city is prohibited from coercing or giving special economic consideration to those circulating annexation petitions. Town of Pleasant Prairie v. City of Kenosha, 75 Wis.2d 322, 331, 249 N.W.2d 581 (1977).

Id.

There is an exception to the "general rule" regarding owner-petitioned annexations: a municipality may be charged with arbitrariness in the boundaries of an owner-petitioned annexation where it can be established that the municipality is the real controlling influence in selecting the boundaries for the annexation. *Town of Campbell*, 2003 WI App. 247, ¶22; *Town of Pleasant Prairie*, 75 Wis. 2d at 339. As explained by the Court in *Town of Pleasant Prairie*:

> As regards annexations under sec. 66.021(2)(a), Stats., it is only where the annexing municipality itself is one of the petitioning landowners or where the municipality otherwise is shown to be the real controlling influence in the proceedings, that the boundaries of an annexation will be scrutinized for an abuse of municipal discretion by the courts. Town of Fond du Lac v. City of Fond du Lac, supra.

Id., at 339-340. "Influence" by a municipality means more than simply providing technical assistance or recommendations to the petitioner. *Town of Campbell*, 2003 WI App. 247, ¶22. Influence means conduct by which the annexation authority dominates the petitioner so as to have effectively selected the boundaries for the annexation. *Id.*

Applying the foregoing authorities to the present case, the City cannot be charged with any irregularities in the boundaries of the subject annexation. There is absolutely no evidence in the record supporting any claim that the City selected the boundaries for the Kohler annexation. To the contrary, the evidence points only to the fact that Kohler selected the lands to be included in the annexation and established the boundaries for the annexation. Kohler did not seek the

City's input regarding the boundaries of the annexation prior to filing its petition and the City gave no such input.

The only evidence introduced at trial regarding the City's involvement in the annexation occurred after Kohler advised City officials that Kohler would be pursuing the annexation. The record shows that City officials, including Sokolowski, assisted in the presentation of the concept of the annexation to the Common Council. Kohler and City officials further prepared a draft Pre-annexation Development Agreement which discussed the mutual benefits of the annexation as well as the parties' obligations in the event the Common Council approved the petition.

The City's involvement in presenting the annexation to the Common Council and in preparing a Pre-annexation Development Agreement does not rise to the degree of influence and control necessary to impute the boundaries of the annexation to the City. The City's involvement in the annexation had nothing to do with determining the boundaries for the annexation. Therefore, any irregularities in the boundaries of the annexation cannot be imputed to the City.

In its post-trial brief, the Town concedes the absence of any City control or influence over the annexation boundaries or its configuration. The Town claims, in fact, that the City took a "blind eye" to the properties that Kohler included in the annexation so as to avoid having the boundaries of the annexation imputed to the City and that City officials agreed to advocate for Kohler's petition without allegedly knowing what would be included within the annexation. *See Town Post-Trial Brief, pp. 11-12.*

In sum, the only evidence offered at trial demonstrates that Kohler, and only Kohler, determined the boundaries for the annexation and the properties to be included in the petition. The City exercised absolutely no influence or control whatsoever in selecting the boundaries for

the annexation. As a result, cannot be charged with any arbitrary action in drawing the boundary lines. *Town of Baraboo*, 2005 WI App 96, ¶21; *Town of Campbell*, 2003 WI App. 247, ¶21. The City's Ordinance satisfies the first prong of the rule of reason.

C. The Annexed Lands Are Contiguous to the City.

The Town focuses its challenge at trial on whether lands included in the Kohler petition are contiguous to the City under Wis. Stat. § 66.0217(3). As it did in connection with its request for injunctive relief, the Town insists that the annexation is invalid under the Wisconsin Supreme Court's decision in *Mt. Pleasant I* because the City and the lands included in the Kohler annexation are not "contiguous." The Town claims that since 1964, a "gerrymandered" or "corridor" annexation, whereby a private developer attempts to reach a targeted, non-contiguous property by a string of properties to a city, does not meet the statutory requirement of contiguity.

The Town's continued insistence that *Mt. Pleasant I* controls on the issue of contiguity in owner-petitioned annexations is without support. Although contiguity and the alleged arbitrariness in the boundaries or configuration of annexed property remain a proper consideration in a challenge to an owner-initiated annexation, the circumstances in which this factor may be invoked has been significantly circumscribed by decisions of the Wisconsin Supreme Court and Court of Appeals. Since *Mt. Pleasant I*, the Wisconsin Supreme Court and Court of Appeals have refused, absent egregious circumstances, to impute irregularities in the boundaries of an owner-petitioned annexation to a municipality so as to render an annexation unreasonable and arbitrary or non-contiguous under the rule of reason. Only in those circumstances when an annexation adds territory that represents an "island"—either in actuality or in essence—apart from the municipality's existing territory, can an annexation be rendered invalid on grounds that the municipality is not "contiguous" to the lands that are the target of an

annexation. *See Town of Lincoln v. City of Whitehall*, 2018 WI App. 33, 382 Wis. 2d 112, 912 N.W.2d 403 *review granted,* 2018 WL 5269315.

The decision in *Mt. Pleasant I* has been so significantly limited that the Court of Appeals has questioned whether an owner-petitioned annexation can ever be rendered invalid on contiguousness grounds based on irregularities in the boundaries of the annexation. *Town of Campbell*, 2003 WI App. 247, ¶27. As observed by the Court of Appeals in *Town of Campbell*:

> *Town of Mt. Pleasant* is a difficult case to harmonize with subsequent supreme court cases that recognize the right of petitioning property owners to include only their own properties and state that in such situations the annexing municipality is not charged with arbitrariness, as long as it is not a controlling influence.

Town of Campbell, 2003 WI App. 247, ¶27.

In *Town of Lincoln*, the Court of Appeals again questioned the viability of the contiguity requirement announced in *Mt. Pleasant I* in an owner-initiated annexation. *Town of Lincoln*, 2018 WI App. 33, ¶¶39, 47, fn. 7. In fact, the Court of Appeals requested clarification from the Wisconsin Supreme Court as to whether an owner-initiated annexation may be challenged on arbitrariness grounds due to the "exceptional shape" of the annexed territory. *Id.* The Court stated:

> We acknowledge that in *Town of Campbell v. City of La Crosse*, 2003 WI App 247, 268 Wis. 2d 253, 673 N.W.2d 696, we expressed skepticism as to whether the general shape of the annexed territory remained susceptible to challenge in an owner-initiated annexation. *Id.*, ¶27 & n.7. Consequently, we called on our supreme court to clarify whether *Town of Mt. Pleasant v. City of Racine*, 24 Wis. 2d 41, 127 N.W.2d 757 (1964), remained valid given the subsequent case law. *Town of Campbell*, 268 Wis. 2d 253, ¶27 n.7. Nonetheless, despite our professed skepticism in *Town of Campbell*, we appear to have subsequently analyzed a direct annexation's shape under the rule of reason in *Town of Baraboo v. Village of W. Baraboo*, 2005 WI App 96, ¶¶21-22, 283 Wis. 2d 479, 699 N.W.2d 610. We therefore assume an annexation of an "exceptional shape" may trigger further scrutiny for arbitrariness, but we renew our call for the supreme court to clarify the law in this area.

Id.

The general rule remains that irregularities in the boundaries of an owner-initiated annexation may not be imputed to an annexing municipality absent controlling influence by the municipality. The decisions of the Wisconsin Supreme Court and Court of Appeals recognize the right of petitioning property owners to include in their annexation only those properties which the owners deem necessary and in their best interests.

It is against the backdrop of the limited viability and applicability of *Mt. Pleasant I* in owner-initiated annexations that the Court must analyze whether the City's annexation of the Kohler Land violates the rule of reason on contiguity grounds. The Court concludes, as it did at the injunction stage in this action, that the City's annexation satisfies the contiguity requirement. By annexing the Kohler Land, the City did not in actuality or in essence create an island entirely separate and apart from the City's existing territory. The boundaries, size and shape of the annexation are not so egregious as to warrant invalidation of the annexation on contiguity grounds. The Town's claim that the City's Ordinance is invalid on contiguity grounds under *Mt. Pleasant I* is rejected.

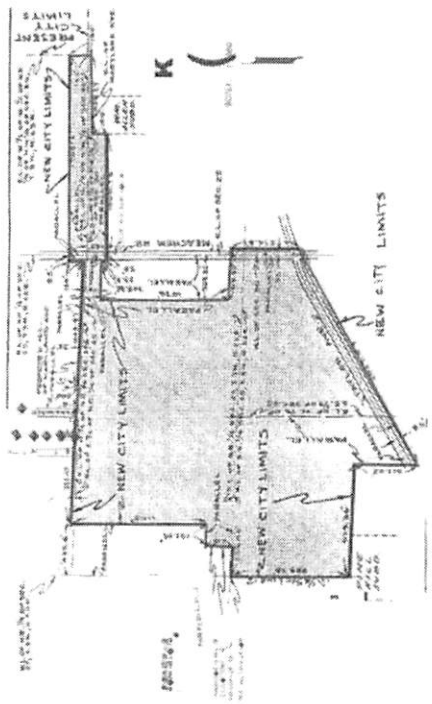
1. The Law on Contiguity.

a. The *Mt. Pleasant I* Decision.

The Town bases its challenge to the City's Ordinance on the Wisconsin Supreme Court's decision in *Mt. Pleasant I.* In *Mt. Pleasant I*, the issue before the Court was whether an ordinance of the City of Racine annexing certain lands in the Town of Mt. Pleasant was void because the proposed area to be annexed was not contiguous to the City of Racine under the statutory provisions then in effect for annexations. The annexation at issue was initiated, like the present case, by a private petitioner.

The petitioner in *Mt. Pleasant I* sought to have the City annex a 145 acre tract of non-

contiguous land. The landowner filed a petition for annexation with the City. In order to satisfy the statutory contiguity requirements and connect the tract of land to the City, the landowner included within its petition for annexation a "corridor" of land which connected the land to the City. A diagram of the *Mt. Pleasant I* annexation is shown below:



The corridor was approximately 1,705 feet long, and varying in width from approximately 306 feet to 152 feet. The corridor was 153 feet wide where it touched the southwest corner of the Racine city limits and also where it connected with the boundaries of the annexed area. When the annexation ordinance was enacted, there was no dedicated street in existence through the corridor and there were no city streets giving access to the corridor.[27]

The trial court upheld the City's ordinance. The trial court found the corridor contains a full width street and that the area within the corridor contained or would provide all of the

[27]The main portion of the annexed property was platted for 328 residential lots. Prior to the annexation, the town had entered into a contract with the city providing for sewage disposal. The town had also received authorization to construct water public service to the area with water supplied by the city. The Town maintained a police force, was part of a school district and had an agreement for fire protection with the city and an adjacent village.

necessary services to the entire annexed area. Likewise, the trial court determined that the corridor provided a natural and practical connection whereby the area as a whole may be developed as an integral and homogeneous part of the city of Racine. Finally, the trial court determined that the city has a need for additional residential and shopping areas to provide for its expanding population. The trial court concluded that the annexation satisfied the statutory requirements, that the tract in question is contiguous to the city of Racine and that the tract is reasonably suitable or adaptable to city uses and needs.

On appeal, the Wisconsin Supreme Court reversed the trial court's decision, holding that the annexed area was not "contiguous" to the City under the annexation statute. In determining whether the annexation was "contiguous," the Mt. Pleasant Court developed a "rule of reason" standard to be applied to municipal annexations. *Id.*, at 46. [28] Under the "rule of reason standard," a circuit court is charged with determining whether the proposed boundary lines of an annexation are reasonable, i.e., they were not fixed arbitrarily, capriciously, or in the abuse of discretion. *Id.* at 46.

In developing the rule of reason standard, the Court recognized that the discretionary authority of a city to determine its own boundaries is not wholly without limitation. *Id.* at 45-46. The Court observed that the legislative intent of a municipal corporation is of a collective body and of compactness or contiguity. *Id.* The Court stated that an annexation which connects a municipality to an annexed area only by a corridor a "few feet wide" is inconsistent with this legislative intent:

> Shoestring or gerrymander annexation is not a rare phenomenon. The tendency of subdividers to reach far out into the countryside for vacant land, and their desire to attach it to the city of services, is natural; however, this can lead to annexations which in reality are no more than

[28]The dissent in *Mt. Pleasant I* observed that the majority engrafted the "rule of reason" requirement on whether the contiguity requirement is met under an annexation statute. *Id.*, at 48-49.

> isolated areas connected by means of a technical strip a few feet wide. Such a result does not coincide with legislative intent, and tends to create crazy-quilt boundaries which are difficult for both city and town to administer.

Id.

Based on the narrow dimensions of the corridor connecting the City of Racine to Mt. Pleasant, the Court found that the City of Racine's annexation of the Mt. Pleasant lands was unreasonable and constituted an abuse of discretion. *Id.*, at 47. The Court concluded that the annexation did not satisfy the contiguity requirement in the annexation statute and remanded the case to the trial court with instructions to enter judgment declaring the City of Racine's annexation order void and of no effect. *Id.*

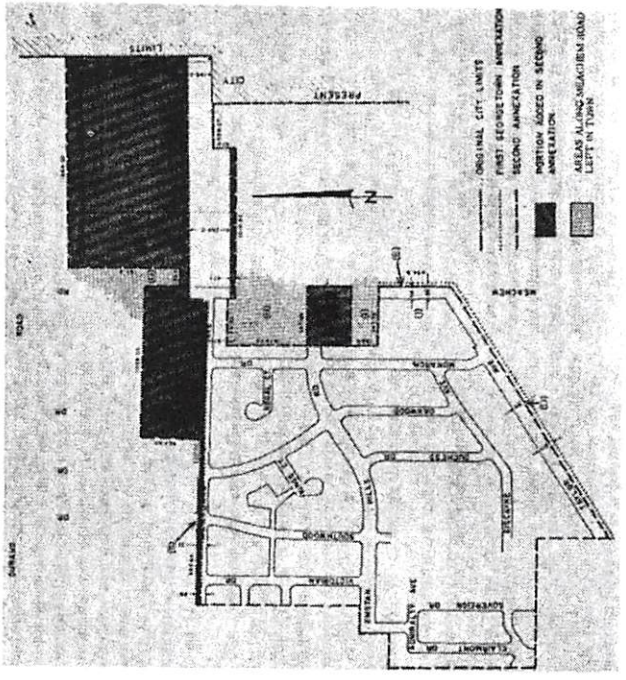
b. *Mt. Pleasant II* and its Progeny.

(1) *Mt. Pleasant II.*

Soon after *Mt. Pleasant I* was decided, the lands included in the proposed annexation were reconfigured by the landowner and made the subject of another petition for annexation. The concerns of the *Mt. Pleasant I* Court regarding the narrow corridor connecting the annexation were addressed by widening the annexed area. *Mt. Pleasant II,* 28 Wis. 2d at 521. The border of the annexation was expanded from 186 to 1,023 feet and the annexation was widened in various other areas as the annexation proceeded southbound toward the "balloon" or largest part of the annexation. *Id.* The changes to the initial annexation are summarized below:

> The important changes from the first attempted annexation are: (1) The area covered by the annexation was increased from 144 to 172 acres. (2) The strip connecting the territory to the city was widened from 186 to 1,023 feet (see A on map). (3) All of Maryland (sic) Avenue was included instead of just one-half (see B). (4) A 424-by-1,059-foot area was added north of Maryland Avenue (see C). (5) A 17-foot strip south of Taylor Avenue was eliminated by making that avenue the southern boundary for the area (see D). (6) A 22-foot strip east of Meachem Road was removed by making that road the eastern boundary (See E.) (7) A 292-by-397-foot section lying west of Meachem was added (see F).

Id. As shown in the following diagram taken from *Mt. Pleasant II,* the annexation continued to include relatively narrow areas of land and also remained relatively irregular in its shape. The portions added to the annexation following *Mt. Pleasant I* are shaded in black:



The Town again challenged the annexation under the rule of reason. *Id.,* at 524. Although the Town no longer challenged whether the dimension of the border between the City of Racine and the annexation was sufficient, the Town asserted that the annexation was void because the boundary lines were drawn so as to "arbitrarily eliminate electors from participating in the annexation proceedings and without regard for city needs and purposes." *Id.*

The trial court found that the City's annexation continued to violate the rule of reason notwithstanding the change in the dimensions of the annexation. *Id.* The Court determined that the ordinance inappropriately excluded at least twenty electors and further that the boundary lines remained unreasonable and unrealistic. *Id.* at 525.

The Wisconsin Supreme Court reversed the trial court's decision and upheld the City's annexation ordinance. *Id.* at 529. The Court found that the Town failed to demonstrate that the exclusion of electors from the annexed area was arbitrary, capricious, or unreasonable.[29] *Id.*, at 526. The Court, likewise, found that the Town failed to demonstrate that the configuration of the annexed area was arbitrary or capricious. *Id.*, at 528-529. In reaching its decision, the Court determined that the annexation did not impermissibly create any "islands" of Town property. *Id.*

The Court in *Mt. Pleasant II* also declined to impute any irregularities in the shape and configuration of the annexation to the City of Racine. *Id.* The Court emphasized that the shape of the annexation was attributable to the private party petitioner which the City was bound to accept:

> *Second*, in Fond du Lac the annexation proceedings were commenced by the city while in the present case the city was bound to accept the plan 'as is' since Racine Properties, Inc., was the petitioner.

Id.

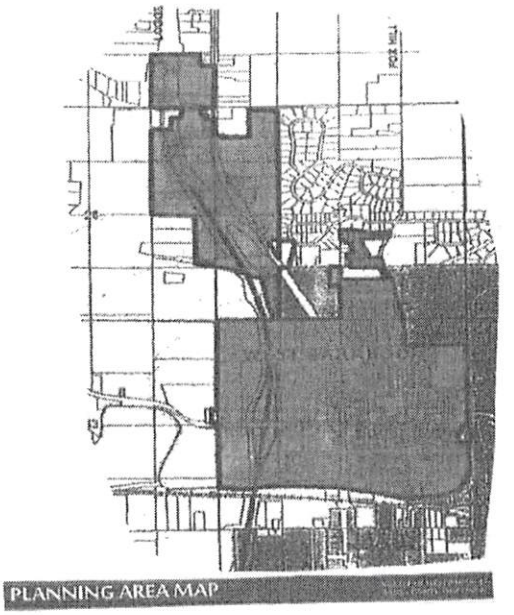
In upholding the configuration, the Court recognized that the annexation statute does not impose any requirements on the territory to be included in an annexation or require the boundaries to be established according to any pattern. *Id.* at 529. The Court emphasized that the boundaries of an owner initiated petition are discretionary to the petitioner. *Id.*

(2) *Town of Baraboo.*

The decision of the Court of Appeals in *Town of Baraboo,* 2005 WI App 96, ¶21 is further instructive. In *Town of Baraboo,* the north-south extension of an owner-initiated annexation by the Village of Baraboo was one and one-half times longer than the Village prior to the annexation. The annexation was connected to the Village "by a sliver of land just over 200

[29]The Court noted that the trial court impermissibly shifted the burden of proof to the City once the annexation was attacked as being unreasonable by requiring the City to demonstrate that there was a "sound municipal reason" for the exclusion of each and every piece of property not covered by the annexation. *Id.*

feet wide, at its southern tip." The town brought suit against the Village to have the annexation ordinance declared invalid. The town contended that the annexation at issue constituted an impermissible "gerrymandered" or "crazy quilt" municipal boundary. *Town of Baraboo*, 2005 WI App 96, ¶22. The annexed area appeared as shown below:



Source: Village of Baraboo's website; see also City's Brief in Opposition to the Town's Motion for a Temporary Injunction, p. 20.

On appeal from the circuit court's grant of summary judgment in favor of the Village, the Court of Appeals rejected the town's claim that the configuration of the annexation was invalid under *Mt. Pleasant I* and concluded that the boundaries and shape of the annexation did not violate the rule of reason. *Id.*, ¶23. The court found that although the annexation created an "arm like" extension of the northern boundary of the Village of Baraboo, the annexation was not a "shoestring" or "balloon on a stick" annexation "whereby the Village relied solely on a highway right-of-way to 'capture' a distant prized parcel." *Id.* The court emphasized that the annexation consisted of parcels flanking both sides of a highway corridor whose owners sought

annexation and that the corridor in question had experienced increased traffic flow and development pressure in recent years. *Id.* The court further emphasized that the annexation allowed the Village to plan for orderly commercial and industrial development served by appropriate municipal services. *Id.*

The court concluded that under the facts before it, there was no reason to deviate from the general rule that owner-initiated petitions should not be invalidated based on the arbitrary or irregular shape of the annexation:

> As in *Town of Campbell,* we do not find the present annexation to be of a kind that removes it from the "general rule" that owner-petitioned annexation should not be invalidated under the first component of the rule of reason. *See Town of Campbell,* 268 Wis.2d 253, ¶ 27, 673 N.W.2d 696 (concluding that it is "the better course to follow" more recent supreme court analysis of the issue as opposed to that in *Town of Mt. Pleasant).*

Id.

c. The Most Recent Statement of the Law: The *Town of Lincoln* Decision.

The requirements to satisfy the statutory contiguity requirement in a private party annexation were recently addressed by the Court of Appeals in *Town of Lincoln,* 2018 WI App. 33.[30] In *Town of Lincoln*, the ordinance at issue involved a "direct annexation by unanimous approval" under Wis. Stat. § 66.0217. The annexation was initiated by Whitehall Sand and Rail ("Whitehall Sand"). Whitehall Sand worked with property owners in the area and determined the properties to be included in the annexation petition.

Following the filing of the petition, the City's Mayor questioned the lands included in the petition because he believed that the boundaries created an impermissible island. Thereafter,

[30]As noted above, the Wisconsin Supreme Court accepted a petition for review of the Court of Appeals' decision in *Town of Lincoln.* The petition was accepted by the Court in early September of 2018.

Whitehall Sand discussed the matter with property owners and revised the annexation to include additional properties so as to address the Mayor's concern.

The annexation was ultimately made up of four phases. Phase one consisted of approximately 277 acres extending northward from the City's northern boundary, where the annexed territory and the City shared a border of approximately three-quarters of one mile. Phase two consisted of 292 acres, arranged in a ribbon approximately one-fourth mile wide, extending northwesterly from the northwestern corner of the phase one territory. Phase three consisted of approximately 380 acres, connected to phase two at its southern edge for approximately one-fourth mile before expanding both to the north and to the west. Finally, phase four consisted of approximately 300 acres located to the west of phase three. Phases three and four shared a boundary of approximately one-half mile.

The Town brought an action for declaratory relief against the City to have the annexation ordinance invalidated on the grounds, among others, that the annexed lands were not contiguous to the municipality as required by Wis. Stat. §§ 66.0217(2). The Town claimed that the annexation was not contiguous because the annexation constituted an impermissible "balloon on a string annexation" and the boundaries were "impermissibly gerrymandered." The Town further contended that the irregularities in the boundaries could be charged to the City because the City, not Whitehall Sand, established the properties included in the annexation.

The City moved for summary judgment dismissing the Town's claims that the annexation did not satisfy the statutory contiguity requirements.[31] The circuit court granted the City's motion and dismissed the Town's complaint. In reaching its decision, the circuit court

[31]The Town asserted several other challenges to the annexation ordinance at issue. *Id.*, ¶¶*8-10.* The circuit court dismissed these challenges as being beyond the scope of judicial review of a direct annexation. *Id.*, ¶11. The Court of Appeals upheld the trial court's dismissal of the Town's claims with the exception of the contiguity requirement. *Id.*, ¶27.

determined that contiguity under Wis. Stat. § 66.0217 required only that the annexed territory was in physical contact with an existing City boundary. The Court found that the City and the annexed areas were in physical contact with each other and therefore dismissed the Town's claims.

The Court of Appeals subsequently affirmed the circuit court's decision. *Id.,* at ¶50. In reaching its decision, the Court reviewed the contiguity requirement and ruled, contrary to the circuit court, that a finding of statutory contiguity requires more than physical contact between a municipality and the annexed territory. *Id.,* at ¶30. The Court determined that "contiguity" also requires a finding that the boundaries and configuration of the annexed territory in relation to the existing municipal boundaries are not "arbitrary under the first prong of the rule of reason." *Id., citing Mt. Pleasant I,* 24 Wis. 2d at 45–46.

As to the first requirement for statutory contiguity, the Court observed that there is no single definition of the term "contiguity" in Wis. Stat. § 66.0217. *Id.,* ¶32. The Court found that under Wisconsin Supreme Court decisions, the trend was to "require at a minimum some significant degree of physical contact between the properties in question." *Id., quoting Town of Delevan v. City of Delevan*, 176 Wis. 2d 516, 528, 500 N.W.2d 268 (1993). The Court observed, however, that the absence of physical contact between two properties does not necessarily preclude a finding of statutory contiguity. *Id.* The Court noted that the Wisconsin Supreme Court found statutory contiguity despite a twenty-three foot gap between the municipality and the annexed properties *Town of Lyons v. Lake Geneva*, 56 Wis. 2d 331, 335-336, 202 N.W.2d 228 (1972) and despite a 400 foot stretch of water which divided the municipality from the annexed lands in *Town of Delevan. Id.,* ¶33.

The Court held there are two circumstances in which a town may challenge the

boundaries of an annexation on contiguity. The first circumstance is where the annexing municipality is one of the petitioning landowners or where the municipality is shown to be the true controlling influence in selecting the boundaries for an annexation. *Id.*, ¶39. The Court observed that "influencing" in the context of an annexation, means more than providing mere technical assistance or recommendations to the petitioners. *Id.* "Influencing," the Court determined, refers to conduct by which the "annexing authority dominates the petitioners so as to have effectively selected the boundaries" of the annexation. *Id.*

The second circumstance is when boundaries of the annexation are of an "exceptional shape" demonstrating shoestring, gerrymandered or crazy quilt municipal boundaries. *Id.* The Court recognized that a Town may challenge contiguity in this circumstance even when a private landowner initiates the annexation and sets the boundaries for the lands to be annexed. *Id.*

The Court ruled, however, that a Town's ability to challenge an ordinance based on the boundaries of a private party petition is limited to only the most egregious situations in which the land connecting the municipality to the target of the annexation is so narrow that the target of the annexation represents an "island"—either in actuality or in essence—apart from the municipality's existing territory. *Id.*, ¶¶39, 46-47. Mere irregularities in shape or the presence of an "arm-like extension" from the municipal boundary are insufficient, in and of themselves, to invalidate an annexation on grounds of arbitrariness. *Id.*, ¶46. The Court explained:

> To elaborate, our understanding of existing law is that, to the extent an arbitrariness/exceptional shape analysis still applies to owner-initiated annexations, *see supra* n.7, the analysis is designed to protect against only the most egregious configurations. Specifically, annexations cannot add territory that represents an "island"—either in actuality or in essence—apart from the municipality's existing territory. *See, e.g., Town of Mt. Pleasant*, 24 Wis. 2d at 46, 127 N.W.2d 757 (discussing the need to avoid "annexations which in reality are no more than isolated areas connected by means of a technical strip a few feet wide"). *All of the various, colorful metaphors used to describe what constitutes an arbitrary configuration seem concerned with this type of extreme result.*

> *So long as no part of the annexed territory is so narrow as to effectively create such an island, the petitioners' choice of boundaries is not unreasonable.*

Id., ¶47 (emphasis added).

Applying the contiguity standards to the case before it, the Court first held that the annexation at issue in *Town of Lincoln* satisfied the statutory physical contiguity standard. *Id.*, ¶34. The Court found that the connection point between the annexed lands and Whitehall Sand in Phase 1, which was three-quarters of one mile, constituted a "significant degree of physical contact" so as to satisfy the contiguity requirement. *Id.* The Court noted that the connection point in Phase 1 gave "physical contiguity to the entire annexed area." *Id.*

The Court next found there was no evidence in the record that the Whitehall had any involvement in, or influence over, setting the boundaries of the annexation such that irregularities in the annexation could be imputed to Whitehall Sand. *Id.*, ¶43. The Court determined that the mayor's advice to Whitehall Sand regarding the legality of the boundaries selected by the private landowner did not constitute "influence" over the selection of the boundaries such that Whitehall could be charged with any arbitrary action in drawing of the boundary lines. *Id.* The Court reasoned that a municipality's provision of technical assistance or suggestion of land to be included in an annexation to comply with legal requirements does not, as a matter of law, rise to the level of influence required to impute the boundaries selected to the City. *Id.*

Finally, the Court held that the annexation was not of an "exceptional shape" so as to render the boundaries arbitrary and in violation of the contiguity requirement. *Id.*, ¶46. The Court initially determined that the boundaries of the annexation did not create a gerrymandered island nor was the annexation of a "crazy quilt" configuration." *Id.*

The Court likewise found that the subject annexation did not constitute an impermissible

"balloon on a string." *Id.*, ¶48. In so finding, the Court compared the configuration of subject annexation with the shape of the annexation in *Mt. Pleasant I*. *Id.*, ¶48. The Court observed that the 145 acre target of the annexation in *Mt. Pleasant I* was connected to the city by a long, narrow corridor or "string" of approximately 1700 feet in length that varied in width between 150 and 300 feet with its narrowest point where the annexed territory connected to the municipality. *Id.* In contrast, the Court found that the "balloon" or target of the Whitehall Sand annexation was 300 acres and was connected to Whitehall by lands which totaled nearly 950 acres. *Id.* The narrowest point of the annexation was over 1,000 feet and was part of a 300 acre parcel in Phase 2 of the annexation. *Id.*, ¶49. Based on its analysis, the Court concluded that the Whitehall Sand annexation, unlike the annexed lands in *Mt. Pleasant I,* did not constitute a "shoestring configuration" whereby the annexed territory included "isolated areas connected by means of a technical strip a few feet wide." *Id.* [32]

2. The City's Annexation Satisfies the Contiguity Requirement As Established under the *Town of Lincoln* Decision.

a. There Is a Significant Degree of Contact Between the City and the Lands Which Are the Subject of the Petition.

In the present case, the connection point between the City and the annexed lands unquestionably meets the contiguity requirement in Wis. Stat. § 66.0217(3). The border between the City and the annexed areas is in excess of 200 yards. The contact area plainly constitutes a "significant degree of physical contact" between the City and the annexed properties. *Town of Delevan*, 176 Wis. 2d at 528. It also most certainly meets the expanded definition of "contiguous" adopted by the Court in *Town of Lyons.* As such, the first prong of the "contiguity" test set forth in the *Town of Lincoln* is satisfied in this case.

[32]The Court further observed that there was no evidence that the "string" territory in the annexation at issue was included merely as a means of reaching the alleged "balloon territory." *Id.* The evidence showed that all phases of the annexed territory were going to be used for mining operations. *Id.*

b. The City Did Not Influence Selection of the Annexation Boundaries.

The second part of the *Town of Lincoln* test for contiguity is whether there is evidence that the City influenced selection of the boundaries for the annexation such that any irregularities may be imputed to the City. As discussed at length above, there is absolutely no evidence that the City had any involvement in, or influence over, setting the boundaries of the annexation. As a result, there is no basis to impute any irregularities in the boundaries of the annexation to the City. The second prong of the *Town of Lincoln* test has been satisfied.

c. The Configuration of the Annexation Satisfies the Contiguity Requirement for an Owner Petitioned Annexation.

The annexation further meets the contiguity standard in *Town of Lincoln*. There is no part of the annexed territory that is so narrow that the target of the annexation, i.e., the Kohler Land, represents an "island"—either in actuality or in essence—apart from the City. Stated differently, the City, through the annexation, did not add an island, either in actuality or in essence, apart from the City's existing territory. Likewise, the shape and configuration of the annexation is not so irregular so as to provide any basis to overturn the City's Ordinance on contiguity grounds.

This conclusion is borne out by the overall dimension and shape of the annexed lands in the Kohler annexation. The connection point between the City and the annexed lands is in excess of two football fields in width. The connection point is more than three times the width of the connection point in the annexation upheld by the Court of Appeals in the *Town of Baraboo* and four times greater than width of the connection point at issue in *Mt. Pleasant I.*

The overall width of the lands in the Kohler annexation is substantially greater than *Mt. Pleasant I.* As the annexation proceeds south and east toward the Kohler Land from the

connection point, the annexation area ranges from 190 feet wide at its narrowest point, which is two-thirds of the widest point in the *Mt. Pleasant I* annexation, to 1,450 feet wide, which is almost five times the widest dimension of the *Mt. Pleasant I* annexation.

Viewed individually, the component parts of the lands connecting the Kohler Land to the City are also substantially larger and different in their composition from their counterparts in *Mt. Pleasant I.* The vertical arm attaching Kohler's annexation to the City, which is comprised of Parcels 1 through 3, is significantly larger in dimension than any aspect of the corridor in *Mt. Pleasant I.* Parcel 1 of the Kohler annexation, which is part of the Riverdale golf course, is over 19 acres in size. Parcels 2 and 3, which are owned by the City, combined are over 29 acres. The Kohler annexation is in stark contrast to the extremely narrow and long corridor in *Mt. Pleasant I* which measured which measured 1,705 feet in length and varied in width from approximately 152 feet to approximately 306 feet.

Moving beyond the arm in the Kohler annexation and traveling south and east toward the Kohler Land, there is no segment of the annexation which can reasonably be described as a "technical strip a few feet wide" which the Court in *Mt. Pleasant I* found objectionable or which is so narrow so as to add an island apart from the City. While smaller "out lots" and "rights of way" are incorporated into the Kohler annexation in areas such as parcels 11 through 15 and 17 through 25, these parcels are bordered by additional and larger parcels of land which are included in the annexed lands. The combination of the parcels results in a significantly larger overall territory.

The overall shape and appearance of the Kohler annexation is likewise not so arbitrary or unreasonable that it can or should be invalidated. The configuration of the Kohler annexation is similar in shape and dimension to the annexation the Wisconsin Supreme Court upheld in *Mt.*

Pleasant II. Like the *Mt. Pleasant II* annexation, the Kohler annexation consists of an "arm" of land which proceeds in a southbound direction from the City. The annexation then moves to the east and south where it eventually connected with the annexation "target", i.e., the Kohler Land. The parcels included in the Kohler annexation, while varying in dimension, are substantial in dimension and similar to the annexation approved by the Wisconsin Supreme Court in *Mt. Pleasant II.*

The character and utility of the properties connecting the City to the Kohler Land are also significantly different than the properties in the corridor connecting Mount Pleasant to the target of the annexation in *Mt. Pleasant I.* The corridor in *Mt. Pleasant I* did not have an identified current or future purpose. The corridor did not have a dedicated street within it and no city streets provided access to it. The corridor's only identified value or purpose was to serve as the "string" connecting Mount Pleasant to the target of the annexation.

The parcels included in the Kohler annexation have far greater utility and purpose and are akin to those lands upheld by the Court of Appeals in *Town of Baraboo.* Parcels 2 and 3 of the "arm" of the Kohler annexation were purchased by the City prior to the annexation for the express purpose of the development of single family residences. Parcel 2, the former Poth Farm property, exceeds 19 acres in size and is capable of accommodating 110 single family residences as well as a small park. Parcel 1, which is also in the arm, is part of the Riverdale golf course. The balance of the land from Parcel 3 of the annexation to the Kohler Land is likewise developed or capable of being developed. The land includes parcels with existing single family residences, undeveloped subdivision parcels and segments of the Riverdale golf course. The City has a need to annex these properties and the Kohler annexation facilitates the orderly development of the City as envisioned in the City's 2000 and 2011 Comprehensive Plans.

The *Mt. Pleasant II*, *Town of Baraboo* and *Town of Lincoln* mandate upholding the City's Ordinance and annexation of the Kohler Land in this case. The City's annexation of the Kohler Land does not create in essence or actuality an island. Likewise the presence of an "arm like" extension in the annexation and the somewhat irregular shape of the annexation are insufficient, in and of themselves, to invalidate the annexation. The lands included in the City's annexation are substantial in dimension and are significantly different than the narrow corridor which the Wisconsin Supreme Court invalidated in *Mt. Pleasant I.*

The Town's repeated insistence throughout this case and in its post-trial brief that the Kohler annexation is factually "indistinguishable" from the annexation overturned in *Mt. Pleasant I* are unsustainable. There is no basis to overturn the City's Ordinance annexing the Kohler Land on contiguity grounds.

In its post-trial brief the Town does not discuss in any meaningful way or distinguish the decisions which substantially limit the applicability of the *Mt. Pleasant I* decision in owner-petitioned annexations. The Town's post-trial brief does not even mention the 2018 Court of Appeals decision in the *Town of Lincoln,* which, similar to the decades of decisions before it, questions not only the applicability of *Mt. Pleasant I* to an owner initiated annexation but the viability of *Mt. Pleasant I* in owner initiated annexations. The Town also does not reference or in any way attempt to distinguish the *Town of Baraboo* or *Mt. Pleasant II* decisions which support the validity of the Kohler annexation.

The Town's remaining arguments in its post-trial brief for invalidating the annexation on contiguity grounds similarly provide no basis in law or in fact to overturn the City's Ordinance. The Town first argues that the Kohler annexation is not contiguous to the City because "Kohler built an annexation string" solely for the purpose of connecting the Kohler Land to the City. The

Town claims, without any supporting authority, that any time a private property owner such as Kohler files a petition for annexation in which the target land is connected by a "corridor" of land, the annexation violates the contiguity requirement:

> Regardless of the label, however, the rationale is the same. "Contiguity is not satisfied when a private party targets non-contiguous land for annexation and creates a corridor of land for the purpose of "connecting" to a city or its services.

Town Post-Trial Brief, p. 27.

The Town's position is unsupported in Wisconsin law. There is nothing in Wisconsin statutes or the common law which prevents a landowner seeking annexation from designing the boundaries of an annexation to achieve a physical connection between the target of the annexation and a municipality. The annexation statute, Wis. Stat. § 66.217 *et. seq.* allows private property owners to pursue petitions for annexation with a municipality. In so doing, Wis. Stat. § 66.217 does not does not control or restrict how a private petitioner designs the boundaries of the lands connecting the target of an annexation to a municipality. The statutory language only requires that the municipality is contiguous to the land to be annexed. *Wis. Stat. § 66.217.*

Likewise, Wisconsin courts do not prohibit landowners from designing the boundaries of an annexation to connect the target of an annexation to a municipality. In the decisions since *Mt. Pleasant I*, Wisconsin courts have given great deference to the desires of landowners to become part of a municipality. Private landowners are granted broad discretion in designing the boundaries of an annexation so as to ensure the success of an annexation petition. Private party petitioners are not required to include any specific amount of territory in a petition nor are they required to draw the boundaries according to any set pattern. *Mt. Pleasant II,* 28 Wis. 2d at 529. Private property owners are likewise under no obligation to include areas in an annexation which are of no concern to them and may design the boundaries so as to ensure the success of the

annexation. *Town of Campbell*, 2003 WI App. 247, ¶21; *Town of Pleasant Prairie*, 75 Wis. 2d at 342; *Town of Waukesha,* 58 Wis. 2d at 532.

Private party petitioners may, as Kohler did in this case, even include a portion of a parcel in an annexation while excluding the remainder of the parcel from the annexation. Again, as a private landowner, Kohler had the right to design the boundaries of the annexation as Kohler saw fit. As recognized by the Court of Appeals in the *Town of Lincoln*:

> The Town also argues the annexation divides certain properties that were originally subject to a single legal description, such that those properties are now partly inside the annexed territory and partly outside the annexation boundaries. Yet, in a direct annexation by unanimous approval, such matters are left to the discretion of the petitioning landowners, who have the right to act in their best interests as they see them. *See Town of Campbell*, 268 Wis. 2d 253, ¶ 21, 673 N.W.2d 696. As such, their decision to include or exclude certain portions of their property does not per se demonstrate arbitrariness. *See Town of Baraboo*, 283 Wis. 2d 479, ¶¶ 21–22, 699 N.W.2d 610.

Town of Lincoln, 2018 WI App. 33, ¶46, fn. 8.

In its post-trial brief, the Town further suggests that Kohler's annexation should be scrutinized more carefully because the petition was a non-unanimous petition. *See Town Post-Trial Brief, pp. 17, 23.* The Town emphasizes that Kohler's annexation petition was supported by "only five" signatures. *Id.* The non-unanimous nature of the annexation is of no consequence to the validity of the annexation.

Section 66.0217(3) expressly recognizes the ability of a municipality to annex territory contiguous to a municipality based on a "direct annexation by one-half approval." The legislature, in crafting the language for direct annexation by one-half approval, did not impose any additional requirements on non-unanimous annexations. The statutory language for a non-unanimous direct annexation, like that of a unanimous direct annexation, requires only that the land to be annexed be "contiguous." *See* Wis. Stat. §§ 66.0217(2), (3).

Wisconsin courts also do not distinguish between unanimous and non-unanimous owner-initiated in reviewing annexations under the rule of reason. *Town of Pleasant Prairie*, 75 Wis.2d at 341-342. In *Town of Pleasant Prairie*, the Wisconsin Supreme Court upheld the right of a landowner in a non-unanimous direct annexation to design an annexation as the landowner saw fit notwithstanding the presence of dissenting landowners included in the properties to be annexed. *Id.* at 342. The Court found that where direct annexation proceedings are initiated by a property owner in a non-unanimous annexation, any irregularities or arbitrary action in drawing the boundary lines cannot be imputed to the annexing municipality despite the presence of dissenting landowners. *Id.*, at 339-340. In finding that the existence of objecting landowners does not provide a basis to invalidate an annexation, the Court stated:

> The mere existence of objections to annexation among some affected landowners does not invalidate the annexation. Where no electors reside on the land to be annexed, the legislature has provided that annexation may be accomplished on the basis of a petition signed by the owners of half the land in area or half the real estate in assessed value. Sec. 66.021(2)(a)2, Stats. Where all landowners (and electors if any) are in favor of annexation and sign the petition, the special streamlined procedure created by sec. 66.021(12) may be employed. It is implicit in these provisions that under sec. 66.021(2)(a) the property of minority landowners may be annexed without their acquiescence. The legislature would not have made separate provision for the case of annexation by unanimous approval if it were intended that unanimous approval be required where annexation is sought under the general provisions of sec. 66.021(2), Stats. As we recognized in the Town of Madison Case, majority rule may be a hardship upon minority landowners. However, the statute is clear and unambiguous in requiring this result. If a different result is to be achieved the remedy lies with the legislature, not with the courts.

Id. at 342-343.

In the present case, the presence of landowners who do not support the annexation does not provide any legal basis to invalidate it. Kohler had the right, as the property owner did in *Town of Pleasant Prairie*, to avail itself of the provisions in Wis. Stat. § 66.0217(3) which permit "direct annexation by one-half approval."

In sum, the Town has not demonstrated anything about the boundaries of the Kohler annexation which would warrant invalidating the annexation on contiguity grounds. The Town has not shown that any portion of the lands between the City and the Kohler Land are so "egregious" and narrow so as to render the Kohler Land, either in actuality or in essence, an island apart from the City's existing territory. Likewise, the Town has not pointed to anything in terms of the shape or size of the annexation which supports any claim that the annexation is invalid. The Town's insistence that *Mt. Pleasant I* controls in this case is legally and factually unsupported. As in *Town of Baraboo*, this Court finds nothing about the City's Ordinance annexing the Kohler Land which supports deviating from the general rule that irregularities in an owner-initiated petition cannot be imputed to the City under the rule of reason. The Kohler annexation satisfies the contiguity requirement. The Court upholds the City's ordinance.

D. The City and Kohler Demonstrated a Present or Demonstrable Future Need for the Annexed Property.

In reviewing an annexation, the rule of reason requires the court to consider whether the City has some reasonable present or demonstrable future need for the annexed territory. *Town of Pleasant Prairie*, 75 Wis. 2d at 334. As a corollary to this requirement, an annexation must be reasonably suitable or adaptable to City needs. *Id.*

The need requirement furthers public policy favoring orderly growth of urban areas by preventing irrational and arbitrary annexation of territory. *Town of Sugar Creek v. City of Elkhorn*, 231 Wis. 2d 473, 483, 605 N.W.2d 274 (Ct. App. 1999). When a municipality initiates the annexation proceeding, the factors deemed relevant to establishing need must be scrutinized closely by the court. *Id.* Where, however, a property owner such as Kohler initiates an annexation proceeding, courts must be responsive to the desire of a property owner to be located in a particular municipality. *Id.* In cases involving direct annexation initiated by a private

property owner, the court is required to consider factors in the need analysis including applicable zoning ordinances, development goals, and available services. *Id.*

To sustain the validity of an annexation the annexing municipality need not have a pressing, imperative need for the territory. *Town of Pleasant Prairie*, 75 Wis. 2d at 334. A showing of a reasonable need is sufficient to sustain annexation. *Id.* In *Town of Pleasant Prairie,* the Court provided the following non-exclusive list of factors which are relevant to the question of reasonable need:

- the necessity for reasonable and orderly plans for municipal development;
- an increase in population and the existence of growth overflowing existing boundaries;
- a need for additional area for industrial or residential construction to accommodate present and reasonably anticipated future growth;
- extension of police, fire, sewer and other services to a substantial number of residents of adjacent areas;
- and the avoidance of pollution problems that might result from reliance on septic tanks in developing the annexed area.

Id., at 335-336.

In *Town of Sugar* Creek, the Court of Appeals held that a City's desire to expand its zone of economic interest as relevant to determining reasonable need.[33] *Town of Sugar* Creek, 231 Wis. 2d at 482-483. The factors which the Court recognized as supporting a municipality's zone of economic interest include future benefits to a city; the necessity for sensible and systematic plans for urban development; the need for more land to accommodate present and future industrial development; commercial or residential construction; and the goals for the development of the annexed parcel as all supporting reasonable need. *Id.* In recognizing the

[33]In *Town of Sugar Creek*, the Court found that the list of factors relevant to reasonable need identified by the Court in *Town of Pleasant Prairie* was not all inclusive. *Id.*

zone of economic interest as a need supporting municipal annexation, the Court in *Town of Sugar Creek* approved the following testimony from the city's expert:

> [C]ities have a need and in a sense they also have an obligation to their residents to enhance and protect the economic growth and social well-being of the community, and that economic well-being in particular rests on the economic base, activities in the communities. By economic base, we're talking about the basic industries and manufacturing institutions that bring jobs and economic money into the committee [sic]. In this case we have really two situations reverting economic base. We have both the existing economic base represented by the Mann Brothers and other ongoing business. We also have the potential for additional economic base activities that's implied by the likely expansion of economic activity along the [state trunk highways] 12–67 aerial [sic]....
>
> This is fairly well-known in the area but when you have an economic base activity; it helps the community in several ways. It's not just the taxes that it pays, it's the...salaries and wages it pays to it's employees that support local businesses. It's the direct transfer of funds to other businesses in the area that they may use and the multiplier of all of those effects. So from the standpoint of the City's need to protect their current and future economic needs, the annexation is needed. It's also needed not just for the existing activities, but for the potential future activities along, ah, that highway corridor.

Id. at 481.

In cases of direct annexation, a property owner's need may be sufficient, in and of itself, to meet the need factor under the rule of reason. *Town of Pleasant Prairie*, 75 Wis. 2d at 334; *Town of Campbell v. City of La Crosse*, 2003 WI App. 247, ¶30, 268 Wis. 2d 253, 673 N.W.2d 696; *Town of Lafayette v. City of Chippewa Falls,* 70 Wis.2d 610, 629-30, 235 N.W.2d 435 (1975). Accordingly, a property owner's need for municipal services that the annexing municipality alone can satisfy meets the need factor. *Town of Pleasant Prairie*, 75 Wis. 2d at 334; *Town of Campbell v. City of La Crosse*, 2003 WI App. 247, ¶30, 268 Wis. 2d 253, 673 N.W.2d 696; *Town of Lafayette*, 70 Wis.2d at 629-30. A property owner's desire to obtain a change of zoning on its land or to develop that land also satisfies the need requirement. *Town of Pleasant Prairie*, 75 Wis. 2d at 329. A property owner may seek annexation from a municipality

to pursue what is in the owner's best interests. *Id.* The Court in *Town of Pleasant Prairie* explained:

> We find nothing in this state of affairs which would justify invalidating the annexation now before the court. The Town's assertion that the sole purpose behind the annexation was to obtain a change in zoning is misleading. The Ganglers' purpose was to develop their land, preferably for industrial use, which required zoning and municipal services not available in the Town. It cannot be doubted that a purpose to develop one's land is legitimate, and this court has stated that property owners may seek annexation in pursuit of their own perceived best interests. Town of Lafayette v. City of Chippewa Falls, 70 Wis.2d 610, 629, 630, 235 N.W.2d 435 (1975); Town of Waukesha v. City of Waukesha, 58 Wis.2d 525, 530, 206 N.W.2d 585 (1973). Cf. Town of Madison v. City of Madison, 12 Wis.2d 100, 106 N.W.2d 264 (1960), in which the court recognized that removal of the burden of town zoning ordinances on property in the town owned by the city of Madison was a legitimate goal of the annexation proceeding. We hold that a direct annexation not otherwise in conflict with the rule of reason is not invalidated because the petitioners are motivated by a desire to obtain a change in the zoning of their land.

Id. at 329-330 (internal citations omitted).

Applying the foregoing authorities to the present case, the Court finds that the "need" factor under the rule of reason has been satisfied. First, and foremost, the City showed a present or demonstrable future need for the annexed property. The most obvious example is in the expansion of residential housing. The City has historically lagged behind other municipalities in developing single family residential housing for those who moved to and/or work in the City. The City estimates it needs to add approximately 73 single family housing units per year to accommodate the demand.

The subject annexation allows the City to expand its available residential housing by bringing the Poth Farm, which the City purchased several years earlier for the express purpose of expanding its available residential housing, within the City's boundaries and jurisdiction. By means of the annexation, the City can now more efficiently and cost-effectively bring municipal services to the Poth Farm area which lowers the entry cost for residential development in the

area. Expansion into the Poth Farm area provides the City with an additional 110 single family residential sites. The City's need to expand residential housing to accommodate population growth and expand economic opportunity, alone, meets the reasonable need standard *Town of Pleasant Prairie*, 75 Wis. 2d at 335-336; *Town of Sugar* Creek, 231 Wis. 2d 473 at 482-483.

Likewise, residential development in the Poth farm land further increases the potential for the expansion of residential housing in other areas of the annexation. Expansion of municipal services into an area lowers the entry cost for other developers to move forward with residential development in other areas. The City's interests in expanding its population and to annex land to facilitate future population growth also satisfies the need requirement. *Id.*

Annexation further provides the City with the ability to achieve its long term economic planning and goals. In its 2000 and 2011 Comprehensive Plans, the City realized that its future viability depends upon its ability to capture a portion of the economic growth occurring outside of the City's boundaries. Like other municipalities, the City is faced with the cost of providing greater services, including those that benefit the entire region, while surrounding jurisdictions realize the region's growth and economic benefits.

The City's annexation of the lands in the Kohler petition allows the City to realize the economic benefits associated with the expansion of residential single family housing as well as Kohler's development and operation of a world class golf course. These economic benefits include substantially increased tax revenues, the creation of 227 new full time jobs, significant increased expenditures for local hospitality, retail, food and beverage and an $87,000 increase in the school property tax base. The City's desire to effect a reasonable and orderly plan for municipal expansion, development and economic growth satisfy the need requirement under the rule of reason. *Id.*

The annexation further benefits the City's Water Utility by creating greater economies of scale in the operation of the existing water utility infrastructure. The expansion of the water utility in a southerly direction along 12th Street and 18th Street in the annexed lands increases residential and commercial users who, in turn, fund the operation of the water utility. This is also a recognized need for an annexation. *Id.*[34]

Kohler also demonstrated need for annexation. Kohler owns a substantial portion of the lands subject to the annexation and has an economic interest in developing those lands into a world championship golf course. Like any other business, Kohler was in need of a partner to help it achieve its business and economic goals.

Kohler first sought to work with the Town of Wilson on the golf course development. Over time, however, Kohler's prospects of achieving approval of its application for a conditional use permit for the development of a golf course decreased significantly. The Town's residents, many of whom opposed the construction of a golf course in the Town, elected a majority to the Town Board that opposed the golf course development including the Town Board Chair, Ehmann, Stoelb and DesJardins.

Ehmann and Stoelb were affiliated with the Friends of the Black River which is a group that was organized to oppose the golf course and which filed lawsuits to stop the golf course from being built. Before being elected to the Board, Ehmann and Stoelb publicly opposed the golf course. They participated in campaigns, both written and oral, to inform the public as to why the Kohler's golf course development was not permitted under the Town's 20 year

[34]In finding the City demonstrated a reasonable present or future need, the Court is not relying solely on the apparent ability of the City to provide services to the annexed area. *See City of Beloit v. Town of Beloit*, 47 Wis. 2d 377, 389-391, 177 N.W.2d 361 (1970). The court recognizes that because a particular city is better able to provide services does not, in and of itself, satisfy the rule of reason. *Id.* The record in this case, however, contains substantially more. The record demonstrates that the annexed land has been in the City's long range growth plans for future economic growth, expansion and development for several years. Moreover, the evidence in this case demonstrates that the City stands to gain economically by extending services to the annexed lands as the addition of lands offsets the cost of the City's water utility.

comprehensive plan as well as the Town's zoning code. DesJardins similarly opposed the golf course development and believed that a golf course development was inconsistent with the Town's Comprehensive Plan.

Ehmann appointed another opponent of the golf course development, Roger Miller, as Chair of the Town's Plan Commission. The Plan Commission was responsible for evaluating Kohler's application for a conditional use permit and making recommendations to the Board regarding the application.

In light of these developments, Kohler reasonably believed that it may never obtain Town Board approval of its proposed golf course development. If Kohler wanted to develop its land in the manner which Kohler believed was in its best interests, it needed a new partner which shared in its vision, a partner which it found in the City. Kohler had a right to move forward with the City, rather than the Town, and pursue its economic best interests and to proceed in a manner which would allow Kohler to develop its land as it chose to do. *Town of Pleasant Prairie*, 75 Wis. 2d at 329.

Kohler also had the right to pursue the annexation in order to seek zoning which would allow for construction of the golf course on the Kohler Land. *Id.,* at 329. Although the Town Board never formally rejected Kohler's application for a conditional use permit, the Town Board members historically opposed the golf course development as being inconsistent with the Town's Comprehensive Plan and its zoning ordinances. Kohler reasonably believed that Ehmann, Stoelb, DesJardins and Miller would not take a different approach when it came time to finally address and vote on Kohler's application for a conditional use permit.[35]

[35]Kohler was not bound to accept the Board members' later claims that they would approach voting on Kohler's application in an open and unbiased manner.

Kohler's other stated reasons for the annexation also satisfy the reasonable needs standard. Kohler expressed doubt over the Town's ability to provide needed services to the golf course development. While Kohler intended to provide water to its golf course through a high capacity well, Kohler determined that it would benefit from the availability of the City's municipal water source. Municipal water ensured that there would be sufficient water available for the club house and other buildings constructed in conjunction with the golf course development.

Likewise, the availability of municipal water for the City's full-time professional fire department, including local hydrants on the Kohler premises, provided Kohler with better fire protection for the buildings on the golf course development than the Town's volunteer fire department, which relied on transporting water to fire scenes. Kohler's desire for municipal water which the City could provide, but the Town could not, satisfies the need requirement. *Town of Campbell*, 2003 WI App. 247, ¶31.

Kohler's concern that reliance on a high capacity well to provide water for a golf course development in the Town would unreasonably expose Kohler to damage claims from local property owners further justifies Kohler's need for the annexation. Although the various experts opined that Kohler's operation of a high capacity well would not unreasonably drawdown the aquifer or jeopardize the availability of water for surrounding residents, Kohler nonetheless faced the risk that the Town's residents, many of whom opposed Kohler's construction of a golf course, would assert claims for damages to their wells due to Kohler's operation of its golf course. Kohler was entitled to consider the potential of future claims and the cost of litigating those claims. Kohler was further entitled to conclude, notwithstanding the opinions of the experts, that the risk of numerous claims and litigation from the Town's residents was

prohibitive and supported Kohler's need to petition for annexation with the City. Again, Kohler was entitled to act in its own best interests in pursuing annexation with the City. *Town of Pleasant Prairie*, 75 Wis. 2d at 329.

The Town seeks to challenge the credibility of the needs set forth by the City and Kohler. The Town asserts that the needs set forth by Kohler and the City were mere creations of Kohler and the City and not based on any real need on behalf of either party to the annexation. The Town's efforts to undercut the stated needs of Kohler and the City are unsupported.

The Court had the opportunity to observe Hoekstra from Kohler and Sokolowski and Pelishek as well as the other witnesses from the City, who provided the primary testimony at trial regarding the reasonable need factor and found these witnesses and their testimony to be credible. The witnesses did not appear in any way to be engaging in revisionist history to demonstrate need.

The testimony of the City witnesses as to need was corroborated by the historical factual record. The 2000 and 2011 Comprehensive Plans document the City's desire, long prior to Kohler's annexation petition, to pursue economic opportunities in the annexed lands including the development of single family housing on these lands.

Kohler's concerns regarding moving forward with a golf course in the town were based on events occurring contemporaneous to its application for a conditional use permit. The newly elected majority of the Town Board historically opposed Kohler's development of a golf course in the Town of Wilson. It is further unquestioned that the Town could not provide a municipal water source for either operation of the golf course or to protect Kohler's assets in the event of a fire, and had no plan to provide such a water source. Hoekstra's testimony regarding the negotiations between the City and the Town over a border agreement was also uncontested.

The Town's claim that the needs of Kohler and the City were manufactured for purposes of litigation is further contradicted by the terms of the proposed Pre-annexation Agreement which was negotiated *before* Kohler filed its Petition. The Agreement memorializes the City's and Kohler's respective wants and needs relative to the proposed annexation and corroborates the testimony of the witnesses.[36]

The Town next challenges the City's stated needs for the scope of the lands included in the annexation. The Town asserts that if the City's need for the annexation was to increase the availability of single family residential housing, it would only "need" parcels 2 and 3 of the annexation as the remainder of the land is either already developed or cannot be developed.

The Town's challenge to the scope of the land included in the annexation is in conflict with the law on annexation in Wisconsin. In an owner initiated annexation such as Kohler's, the City cannot pick and choose the lands in the annexation it wants and does not want—the choice of the boundaries of an annexation and the lands included in an annexation are matters of discretion of the private petitioners. *Town of Baraboo*, 2005 WI App 96, ¶21 quoting *Town of Campbell*, 2003 WI App. 247, ¶21. The City had no choice other than to accept or reject the entire petition. *Town of Medary*, 88 Wis. 2d at 122-123.

The Town next claims that the City's failure to pursue annexation of the Kohler Land in the past bars the City from now claiming that it has a "need" to annex those properties. As established by the City's witnesses, however, annexation was not economically feasible before Kohler's petition. Sokolowski and other City witnesses testified that although the City never previously considered annexing the Kohler Land, the City always targeted the Land for future

[36] The Agreement is especially telling as to Kohler's need for municipal water: Kohler agreed as a condition of a permit for its development of a golf course to utilize municipal water in the club house and all other buildings on the development within three years and agreed to pay the cost of extending municipal water to its property.

expansion should the opportunity arise as reflected in the City's 2000 and 2011 Comprehensive plans. Kohler's petition for annexation provided just such an opportunity: by annexing the Kohler Land, the City could realize economic benefits, including the development of additional single family housing, the incorporation of a world championship golf course and the benefits of an increased tax base.

The Town likewise asserts that Kohler's need for the City's municipal water source is not a real, demonstrable need. In doing so, the Town points to the fact that the Town's and Kohler's experts found that Kohler's operation of a golf course on the Land utilizing a high capacity well would not unreasonably drawdown or damage the wells of neighboring residents.

Kohler was not bound to the opinions of water experts in determining how to proceed with the golf course development. Kohler operates a business and it does so in order to maximize its revenues and profits while minimizing the risk of losses. Kohler was, and is, entitled to look beyond the expert reports and determine that it did not want to take the risk of exposing itself to meritorious and potentially unmeritorious claims from neighboring property owners for damage to their wells. Kohler was also entitled to evaluate what would occur if the experts were wrong and its operation of a golf course did impact the aquifer and damage the wells of surrounding property owners. Moving forward with the annexation with the City provided Kohler with the opportunity to operate the golf course development on municipal water which could minimize the possibility of damage to the wells of surrounding properties as well as claims from surrounding property owners.

The same is true with respect to the Town's volunteer fire department. Kohler was entitled to determine that its development would be better served by a full-time professional firefighting service which has access to a municipal water source rather than a volunteer service

that relies on transporting water to a fire scene. In assessing its need, Kohler need not take the risk of moving forward with the Town's fire service notwithstanding the Town Fire Department's claims of competence. Kohler could reasonably conclude, as it did, that a municipal water service with hydrants located on the golf course development provides Kohler with the best protection for its assets. A direct annexation which is not otherwise in conflict with the rule of reason is not invalidated because the petitioners, such as Kohler, are motivated by a desire to obtain city sewer or water services. *Town of Sugar Creek*, 231 Wis. 2d at 485.

In the end, while the Town may question the City's expressed needs for the annexation, the Town has failed to meet its burden of proving the City has no reasonable present or future need for the annexation. The "reasonable need" prong of the rule of reason has been satisfied in this case.

E. There Are No Other Factors Present That Constitute an Abuse of Discretion.

In its post-trial brief, the Town sets forth a series of "facts" which, according to the Town, demonstrate that the City abused its discretion in enacting the annexation Ordinance. Those "facts" are as follows:

- Sheboygan believes that any annexation adding land and tax revenue to Sheboygan should be supported;
- Sheboygan's employees began lobbying for this golf course development even before it knew what other properties would be included in the annexation (i.e., supported the golf course regardless of any other issues or needs);
- Sheboygan allowed Kohler to write and even dictate the advocacy position for the golf course, both to its officials and the DOA;
- Sheboygan knew this plan was "controversial" and could not be supported by references to its Comprehensive Plan, and asked Kohler to provide justifications for it;
- Sheboygan admitted the benefit of a golf course would benefit the entire region, regardless of whether it was controlled by the Town or

> Sheboygan, but wanted the extra tax revenue generated by the development;
>
> - Sheboygan had no concern about ripping this land use conditional use permit decision away from the Town and residents that surround the subject parcel; and
>
> - Sheboygan, in expectation of a legal challenge, negotiated a Pre-Annexation Agreement for Kohler to pay the City to defend this annexation.

The Town concludes that the City abused its discretion by:

> essentially "rubber stamping" the annexation and agreeing to support the golf course simply to get more money, with no regard for City of Sheboygan or Sheboygan County environmental ordinances, the Town's jurisdiction, or even the plans for Kohler's golf course (which it claims it still does not have). Not a single Sheboygan employee evaluated the relevant ordinances, or the judicial rule of reason, before recommending this annexation for the sole municipal desire to take money from the Town.

The Court finds no merit to the Town's claims that the City abused its discretion in enacting the annexation Ordinance based on any of the facts or reasons outlined above. The Town does not cite one case or other legal authority that supports its contention that the City's alleged acts, whether taken individually or collectively, constitute an abuse of discretion under Wisconsin annexation law. Speculative and unsupported contentions such as those advanced by the Town cannot overcome the presumed validity of the annexation ordinance. *Town of Sugar Creek,* 231 Wis. 2d at 485. For this reason alone, the Court denies the Town's abuse of discretion claims.

The Court independently finds that none of the facts or reasons given by the Town show the City abused its discretion in enacting the Ordinance. Initially, many of the alleged "bad acts" which the Town identifies are taken out of context and unsupported by the factual record. The City did not, as the Town contends, "rubber stamp" the annexation without first investigating it and determining whether the annexation fit within the City's Comprehensive Plans and needs.

To the contrary, City officials, including Sokolowski and Pelishek, conducted a thorough analysis of the petition before recommending it to the Common Council for adoption.

The best evidence of this is Sokolowski's May 30, 2017 memo recommending the annexation which was prepared *after* Kohler filed the petition for annexation and two months *prior* to the Common Council's vote to adopt the Ordinance. The memo reflects that the City was aware of the lands to be included in the annexation (Kohler's petition already had been filed); that the City analyzed how those lands fit within the City's plan for strategic economic growth, including the development of needed single family residences in the Poth Farm area; and how the annexation would economically benefit the City. The factors Sokolowski considered in the memo and the City's identified needs for the annexation are all, notwithstanding the Town's claims, legitimate considerations in establishing need for the annexation and do not, in any way, constitute an abuse of discretion. *Town of Pleasant Prairie*, 75 Wis. 2d at 335-336; *Town of Sugar Creek,* 231 Wis. 2d at 482-484.

The Town's assertion that the City abused its discretion by taking advantage of the economic and growth opportunities presented by Kohler's annexation is similarly without merit. The Court of Appeals in *Town of Sugar* Creek expressly recognized a municipality's desire to expand its zone of economic interest as a legitimate need to support an annexation. *Town of Sugar* Creek, 231 Wis. 2d at 482-483.

The Town's claim that the City abused its discretion by "ripping" the golf course opportunity from the Town is without merit. The Town does not cite to any supporting authority under Wisconsin law for the proposition that a city may not consider or act on a private party petition for annexation when the private party has a pending application for a conditional use permit with a town. Correspondingly, the Court is unaware of any case or other authority, and

the Town provides none, which holds that a town has a vested right to resolve a pending conditional use permit application before an applicant can pursue annexation with a municipality relative to the same lands.

The Court likewise finds no legal support to find an abuse of discretion in this case. Kohler determined in its business judgment that it wanted to pursue annexation with the City rather than move forward with the Town. This was well within Kohler's discretion and legal right to do under Wis. Stat. § 66.0217 as a private land owner. Likewise, there is nothing in the statutory scheme under Wis. Stat. § 66.0217 or common law decisions on annexation which holds the City could not proceed forward and consider Kohler's petition notwithstanding Kohler's pending application with the Town.

The Town's claim that the golf course development was taken from the Town is not factually supported. Other than hiring consultants to review Kohler's petition, the Town had not taken material steps to move forward on the application. The Town, in fact, had suspended action on Kohler's application. Moreover, the Town took the position that Kohler's application failed to meet the Town's requirements and that Kohler needed to provide further information before the Town could act on the application.

The Town's claim that Kohler acquired certain lands for purposes of pursuing annexation with the City does not invalidate the legality of the annexation. As referenced throughout this decision, Kohler had the right to design the annexation in a manner which was in its best interests and to include within the annexed lands only those lands which it deemed necessary and appropriate. The Town cites to no authority stating that Kohler could not acquire land to pursue an annexation or that the City could or did abuse its discretion in considering Kohler's Petition based upon the lands that were included in the Petition.

The efforts of City officials to work with Kohler in defining and crystallizing the opportunities offered by the annexation and to effectively present those opportunities to the Common Council likewise were legal and appropriate. The provision of technical assistance and recommendations to the petitioners in an annexation is permissible and does not constitute an abuse of discretion under the rule of reason. *Town of Campbell*, 2003 WI App. 247, ¶22.

The Town's claim that the City abused its discretion by entering a Pre-Annexation Development Agreement with Kohler in which Kohler agreed to indemnify the City for its attorney's fees in this litigation is unsupported. In *Town of Brockway v. City of Black River Falls*, 2005 WI App. 174, ¶¶18-42, 285 Wis. 2d 708, 702 N.W.2d 418, the Court of Appeals held that a pre-annexation agreement between a municipality and a petitioner does not constitute an unauthorized contractual delegation of governmental authority or otherwise violate the rule of reason.

Likewise, there is nothing about Kohler's agreement to indemnify the City for its attorney's fees in this action which runs afoul of the decision in the *Town of Brockway*. Kohler and the City anticipated various costs with the annexation, including the extension of water to the Kohler land. The parties negotiated terms into the pre-annexation agreement which shifted a portion of those costs from the City to Kohler. The attorney's fees provision was one of those provisions. As this was an owner-petitioned annexation, and Kohler designed the boundaries of the annexation, it made sense that the City would require Kohler to pay the City's costs of litigation, up to $200,000. The City's decision to do so is not an abuse of discretion, but rather, a smart economic decision and one that saves taxpayer money.

The final piece of evidence which demonstrates the absence of any abuse of discretion or arbitrary action on the part of the City is the DOA's opinion finding the annexation to be in the

public's interest. Wisconsin courts have recognized that when an annexation is challenged on the ground that it is arbitrary and capricious, the DOA's position is evidence to be considered by the trial court in analyzing the proposed annexation. *See generally, City of Beloit v. Towns of Beloit, Turtle & Rock*, 47 Wis. 2d 377, 383-384, 177 N.W.2d 361 (1970); *Mt. Pleasant II,* 28 Wis. 2d at 527.

The DOA's opinion regarding the annexation supports the conclusion that the City did not abuse its discretion in enacting the Ordinance. The DOA rejected the Town's argument that the annexed territory was not contiguous to the City; determined that the proposed land use of the annexation territory for a golf course and the adjacent land to the north was "more homogeneous with the City than the Town"; and found that the City could provide municipal services such as sewer, water, police and fire protection and planning that the Town could not. The DOA concluded that the annexation was in the public interest.[37]

The Town has failed to overcome the presumption of validity of the City's ordinance by demonstrating that the City engaged in other arbitrary conduct or misused its discretion under the rule of reason. The Town's challenge to the City's ordinance is denied.

VI. CONCLUSION

The Town failed to satisfy its burden of proving the City's Ordinance annexing the Kohler Land is invalid. The City's Ordinance complies with the statutory requirements of Wis. Stat. § 66.0217. The Ordinance further complies with the common law rule of reason and the contiguity requirement discussed in the *Town of Lincoln*. The annexed lands are contiguous to

[37]In referencing the DOA's opinion, the Court is mindful of the recent decision of the Wisconsin Supreme Court in *Tetra Tech EC, Inc. v. Wisconsin Department of Revenue*, 2018 WI 75, 382 Wis. 2d 496, 914 N.W.2d 21 (2018) which held that an administrative agencies opinions and conclusions are entitled to no deference. To the extent that *Tetra Tech* applies to the DOA's analysis in this case, this Court's decision upholding the City's Ordinance is no way dependent on the DOA's findings—the DOA's decision is merely additional evidence supporting the Court's conclusion. The Court would uphold the City's Ordinance even if the DOA's opinion is disregarded in its entirety.

the City; any and all irregularities and exclusions in the boundary lines of the annexed property are not the result of arbitrariness; the City has shown reasonable present or demonstrable future need for the annexed property; and no other factors are present which constitute an abuse of discretion on the part of the City. Accordingly, the Town's action to have the Ordinance declared invalid is dismissed on the merits and with prejudice.

II

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

Submitting a communication from Phyllis T. Barthel submitting a claim for alleged damages to her vehicle on October 22, 2018.

Finance Personnel

CITY CLERK

Rec'd 11-5-18 10:43 A.M.

DATE RECEIVED 11-5-18

RECEIVED BY MKC

CLAIM NO. 19-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Phyllis T. Barthel
2. Home address of Claimant: 495 Sunset Maple, Sheboygan Falls WI 53085
3. Home phone number: 920-467-9091
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 10/22/2018
6. Where did damage or injury occur? (give full description) So. 14th St + Business Dr. (So. 14th St.)
7. How did damage or injury occur? (give full description) Truck of Fire Dept. too far over on road.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: See Police Report +
   (b) Claimant's statement of the basis of such liability:
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: Truck too far over
   (b) Claimant's statement of basis for such liability: " "

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

See Police Report

11. Name and address of any other person injured: None

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

Auto:	$	759.00
Property:	$	
Personal injury:	$	
Other: (Specify below	$	38.64 Tax
TOTAL	$	797.64

Corrected 11/2/18 # 1567.38

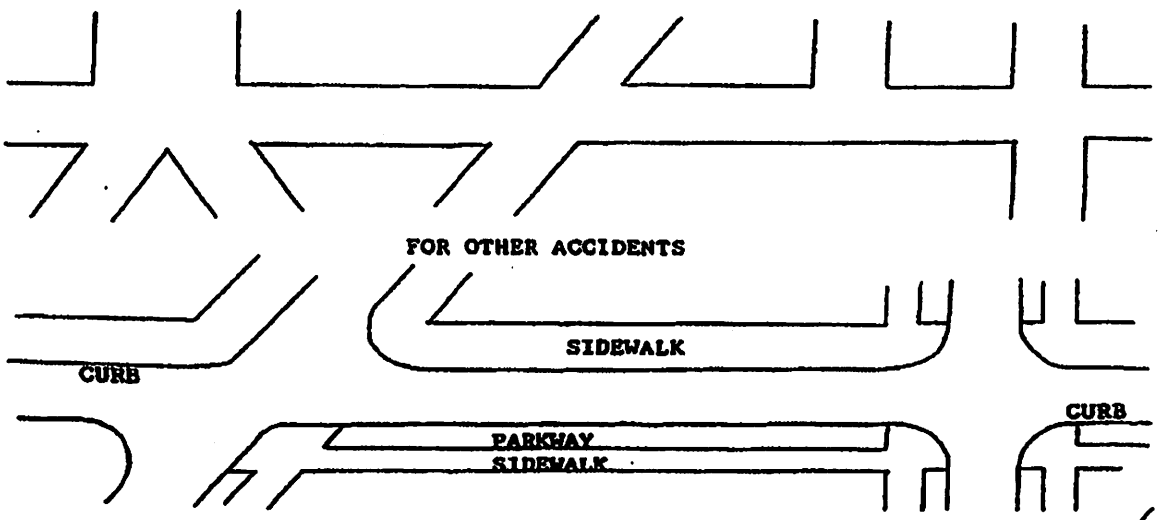
Damaged vehicle (if applicable)

Make: VW Model: Passat Year: 2015 Mileage:

Names and addresses of witnesses, doctors and hospitals: See Police Report

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

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



SIGNATURE OF CLAIMANT Phyllis Barthel DATE 11/01/2018

DATE RECEIVED 11-5-18

RECEIVED BY NKC

CLAIM NO. 19-18

Claimant's Name: Phyllis T. Barthel

Claimant's Address: 495 Sunset Maple
Sheboygan Falls, WI 53085

Claimant's Phone No. 920-467-9091

CLAIM

Auto	$ 1567.38
Property	$ —
Personal Injury	$ —
Other (Specify below)	$ —
TOTAL	$ 1567.38

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 1567.38.

SIGNED Phyllis Barthel DATE: 11-6-18

ADDRESS: 495 Sunset Maple S. Falls, Wis

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

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

G7L09KMM3C

PK2011

POLICE # C18-21473

ACCIDENT #

GENERAL INFORMATION

☐ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: G7L09KMM3C	Document Override Number:
Agency Accident Number:		Police Number: C18-21473		

4 - Accident Date	5 - Time of Accident (Military Time)	6 - Total Units	7 - Total Injured	8 - Total Killed
10/22/2018	0858	2	0	0

2 - County	3 - Municipality	11 - Accident Location
SHEBOYGAN - 59	SHEBOYGAN - 61, CITY	INTERSECTION

14 - On Hwy No.	14 - On Street Name	14 - Bus/Fmt/Rmp	15 - Est. Dist	Ft/Mi	15 - Hwy. Dir
	S 14TH ST				

16 - Fr/At Hwy No.	16 - From/At Street Name	16 - Business/Frontage/Ramp
	BROADWAY	

17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude
		43.735796618330	-87.72299890253

80 - First Harmful Event	93 - Manner of Collision
MOTOR VEHICLE IN TRANSPORT	SIDESWIPE. SAME DIRECTION

112 - Access Control	113 - Road Curvature	113 - Road Terrain	Surface Type
NO CONTROL	STRAIGHT	LEVEL/FLAT	CONCRETE - 1

115 - Traffic Way: DIVIDED-HIGHWAY-MEDIAN-STRIP-WITH-TRAFFIC-BARRIER

117 - Relation To Roadway: ON-ROADWAY

114 - Light Condition	116 - Road Surface Condition	118 - Weather
DAYLIGHT	DRY	CLEAR

9	9	9	9	9
☐ Hit and Run	☐ Government Property	☐ Fire	☐ Photos Taken	☐ Trailer or Towed

9	9	9	9
☐ Truck, Bus, or Hazardous Materials	☐ Load Spillage	☐ Construction Zone	☐ Names Exchanged

101	102	103	79 - E M S Number
☐ Supplemental Reports	☐ Witness Statements	☐ Measurements Taken	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	SOUTH	30

36 - Operating as Classified	37 - Endorsements	35
D		☐ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
F6321109224601	WI	2019	F

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
FRITSCH	CHASE	JAMES	

32 - Date Of Birth	33 - Sex
07/06/1992	M

26 - Address Street & Number	26 - PO Box
2210 PLEASANT AVE	

27 - City	27 - State	27 - Zip Code	28 - Telephone Number
NEW HOLSTEIN	WI	53061	920-286-3338

39 - Seat Position	40 - Safety Equipment
FRONT-SEAT-LEFT	SHOULDER-BELT-AND-LAP-BELT-USED

38 - Injury Severity	41 - Airbag	42 - Ejected	44
N - NO APPARENT INJURY	NON-DEPLOYED	NOT-EJECTED	☐ Medical Transport

43 - Trapped/Extricated	92 - Pedestrian Location	92 - Pedestrian Action
NOT-TRAPPED		

119 - What Driver Was Doing	120 - Traffic Control	62 - No. of Citations Issued
GOING-STRAIGHT	TRAFFIC-SIGNAL-OPERATING	0

64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.

122 - Driver Factors: NOT-APPLICABLE

88 - Driver or Pedestrian Cond	89 - Substance Presence
APPEARED NORMAL	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT

90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test
TEST NOT GIVEN		TEST-NOT-GIVEN

91 - Drugs Reported	
124 - Highway Factors	

Vehicle

VEHICLE 01

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

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
46 - Company Name: SHEBOYGAN CITY				
47 - Address Street & Number: 828 CENTER AVE		47 - PO Box		
48 - City: SHEBOYGAN	48 - State: WI	48 - Zip Code: 53081	49 - Telephone Number: 920-459-3327	

Insurance

INS 01

63 - Liability Insurance Company: CITY OF SHEBOYGAN		60 ☒ Policy Holder Same As Owner
61 - Policy Holder Last Name	61 - Policy Holder First Name	
61 - Policy Holder Company: SHEBOYGAN CITY		

School Bus

BUS 01

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Operator/Pedestrian

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

PK2011

OPERATOR/PEDESTRIAN 02

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

Vehicle

VEHICLE 02

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

Vehicle Owner

VEH OWNER 02

45: ☒ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name: BARTHEL	46 - First Name: PHYLLIS	46 - Middle Initial: T	46 - Suffix	Date Of Birth: 03/15/1935
46 - Company Name				
47 - Address Street & Number: 495 SUNSET MAPLE		47 - PO Box		
48 - City: SHEBOYGAN FALLS	48 - State: WI	48 - Zip Code: 53085	49 - Telephone Number: 920-467-9091	

Insurance

INS 02

63 - Liability Insurance Company: PROGRESSIVE CASUALTY INS CO	60: ☒ Policy Holder Same As Owner
61 - Policy Holder Last Name: BARTHEL	61 - Policy Holder First Name: PHYLLIS
61 - Policy Holder Company	

School Bus

BUS 02

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY

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

Officer Information

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
KEGLER	JEREMY	M	461

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	WI	53081	920-459-3333

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
10/22/2018	0903	0907	10/22/2018

Agency Accident Number	Police Number	19 - Special Study
	C18-21473	

18 - Agency Space
C11

Van Horn Collision Center
Please send all payments to: P.O. Box 298, Plymouth, WI 53073
3512 Wilgus Road
Sheboygan, WI 53082

***** PRELIMINARY ESTIMATE *****

11/02/2018 01:55 PM

Owner

Owner: PHYLLIS BARTHEL
Address: 495 SUNSET MAPLE
City State Zip: Sheboygan Falls, WI 53085
Work/Day: (920)467-9091
FAX:

Inspection

Inspection Date: 11/02/2018 01:49 PM
Primary Impact: Right Side
Driveable: Yes
Inspection Type:
Secondary Impact:
Rental Assisted:

Appraiser Name: CRYSTAL JUHASZ
Appraiser License # :

Repairer

Repairer: VAN HORN HYUNDAI
Address: PO BOX 298
P.O. BOX 298
City State Zip: Plymouth, WI 53073
Email: BODYSHOP@VHCARS.COM
Contact:
Work/Day: (920)457-3608
FAX: (920)459-4126
Work/Day:

Target Complete Date/Time:
Days To Repair: 3

Vehicle

2015 Volkswagen Passat 1.8T SEL Premium 4 DR Sedan
4cyl Gasoline Turbo 1.8
Automatic Tiptronic

Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: URANOGRAU
Ext. Refinish: Two-Stage
Ext. Paint Code: 5K,I7F
VIN: 1VWCV7A36FC026610
Mileage: 19,759
Mileage Type: Actual
Code: 61763B
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

1st Row LCD Monitor(s)
Air Conditioning
Anti-Lock Brakes
Auxiliary Audio Input
Center Console
Daytime Running Lights
Dual Airbags
Dual Zone Auto A/C
Electronic Compass
Floor Mats
2nd Row Head Airbags
Aluminum/Alloy Wheels
Auto Headlamp Control
Bodyside Moldings
Compact Spare Tire
Digital Clock
Dual Power Seats
Elect. Stability Control
Emergency S.O.S. System
Fog Lights
AM/FM CD Player
Amplifier
Automatic Dimming Mirror
Carpeting
Cruise Control
Driver Seat Memory
Dual Pwr Lumbar Supports
Electric Steering
Ext Mirror Turn Signals
Garage Door Opener

Halogen Headlights	Head Airbags	Heated Front Seats
Heated Power Mirrors	Heated W/S Wiper Washers	High Definition Radio
IPOD Control	Illuminated Visor Mirror	Intermittent Wipers
Keyless Access System	Keyless Entry System	Keyless Ignition System
Leather Seats	Leather Shift Knob	Leather Steering Wheel
Lighted Entry System	MP3 Decoder	Mirror(s) Memory
Navigation System	Overhead Console	Perimeter Alarm System
Power Brakes	Power Door Locks	Power Moonroof
Power Windows	Pwr Accessory Outlet(s)	Rain-Sensing W/S Wipers
Rear View Camera	Rear Window Defroster	Rem Trunk-L/Gate Release
Remote Starter	Side Airbags	SiriusXM Satellite Radio
Split Folding Rear Seat	Sport Seats	Strg Wheel Radio Control
Subwoofer	Tachometer	Theft Deterrent System
Tilt & Telescopic Steer	Tinted Glass	Tire Pressure Monitor
Touch Screen Display	Traction Control System	Trip Computer
USB Audio Input(s)	Vehicle Tracking Service	Wireless Audio Streaming
Wireless Phone Connect	Wood Interior Trim	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1		133		Lamp,Side Marker RT	Replace OEM	INC				SM
2	E	256		Glass,Mirror Outer R/C RT	561857522R	$98.33			INC	SM
3	E	171		Housing,Mirror Outer RT	561857508BC9B9	$366.67			0.9	SM
4	E	260		Cover,Frt Door Mirror RT	3C8857538GRU	$116.67			0.1	SM
5	L	260		Cover,Frt Door Mirror RT	Refinish				0.4	RF
					0.3 Surface					
					0.1 Two-stage					
Quarter And Rocker Panel										
6	IT	157	07	Pillar,Hinge RT	Partial Repair				1.5*	SM
7	L	157	13	Pillar,Hinge RT	Refinish				1.8	RF
					1.0 Surface					
					0.6 Two-stage setup					
					0.2 Two-stage					
8	I	182	07	Panel,Bodyside Front RT	Repair					SM
9	L	182		Panel,Bodyside Front RT	Refinish				4.8	RF
					4.0 Surface					
					0.8 Two-stage					
Manual Entries										
10	EC	M14		Corrosion Protection	Replace Economy	$10.00*			0.2*	SM
11	EC	M17		Cover Car Exterior	Replace Economy	$6.00*			0.2*	RF
12	L	M60		Hazardous Waste Removal	Refinish	$6.00*				SM
12 Items										

MC	Message
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$581.67	
Other Parts		$22.00	
Paint & Materials	7.2 Hours @ $40.00	$288.00	
Parts & Material Total			$891.67

Tax on Parts & Material			@ 5.500%			$49.04
Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**		
Sheet Metal (SM)	$60.00	1.2	1.5	2.7	$162.00	
Mech/Elec (ME)	$110.00					
Frame (FR)	$70.00					
Refinish (RF)	$60.00	7.2		7.2	$432.00	
Labor Total				9.9 Hours		$594.00
Tax on Labor			@ 5.500%		$32.67	
Gross Total						**$1,567.38**
Net Total						**$1,567.38**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53082 Default
Rate Name Default

Audatex Estimating 8.0.642 Update 3 ES 11/02/2018 01:59 PM REL 8.0.642 Update 3 DT 10/01/2018 DB 11/01/2018
© 2018 Audatex North America, Inc.

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

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

Op Codes

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

Audatex a Solera company

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

© 2018 Audatex North America, Inc.
AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.

Solera

Estimate #1

Van Horn
Family Born. Employee Owned.

Van Horn Volkswagen of Sheboygan
5515 Racetrack Rd.
Sheboygan, WI 53081
Phone: (920) 457-8844

PICKING TICKET

TERMS: Parts returned for credit must be accompanied by invoice and subject to 20% restocking charge.

DISCLAIMER OF WARRANTIES: All warranties on the products sold hereby are those made by the manufacturer. The seller, VAN HORN VOLKSWAGEN OF SHEBOYGAN, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and VAN HORN VOLKSWAGEN OF SHEBOYGAN, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale. A Service Charge of 1-1/2% per month (A.P.R. - 18%) will be made on all accounts 30 days past due. Title to the property herein described, and any additions or substitutions, shall remain in the seller's name until paid in full and the purchaser agrees to pay all expenses, charges, and costs, including collection costs and a reasonable attorney's fee, in the event it becomes necessary for seller to place this account for collection. Net, 10 days end of month.

YOUR PURCHASE ORDER	TERMS	INVOICE DATE	INVOICE NUMBER / PG.
Verbal	Payment Due Upon Rec	10/22/18	1

SOLD TO
BARTHEL, PHYLLIS
495 SUNSET MAPLE
SHEBOYGAN FALLS, WI 53085

920-467-9091

SHIP TO

SHIP VIA	SALESPERSON NAME	DRIVER'S INITIALS
Will Call	JIM SCHAD	

QTY.	PART NUMBER / DESCRIPTION	BIN	NET	AMOUNT
1/0	561857508S 9B9 : HOUSING	EP	372.41	372.41
1/0	5Z1857538E GRU : Cap	EP	64.00	64.00
1/0	561857522A : MIRROR 561	EP	103.25	103.25
1/0	LABOR : PAINT AND PREP	EP	100.00	100.00
	1VWCV7A36FC026610		1 hr. labor	$120.00
				$759.66
				before tax
	Thursday Nov. 8th 7:30 am			

ACCOUNT #	METHOD		
DATE PRINTED	10/22/18	TIME	14:55:26

PARTS	639.66
FREIGHT	
C.O.D. CHARGE	
SALES TAX OR TAX I.D.	35.18
SPECIAL ORDER DEPOSIT	
TOTAL	674.84

AMOUNT COLLECTED _____

FORM OF PAYMENT _____

YOUR SIGNATURE ACKNOWLEDGES RECEIPT OF PARTS.

X

© 2016 DEALERTRACK TECHNOLOGIES - Dealership Application Group

Estimate #2

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

***** PRELIMINARY ESTIMATE *****

10/26/2018 10:24 AM

Owner

Owner: Phyllis Barthel
Address: 495 Sunset Maple
City State Zip: Sheboygan Falls, WI 53085
Home/Day: (920)467-9091
FAX:

Inspection

Inspection Date: 10/31/2018 08:44 AM
Inspection Type:

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:
Days To Repair: 5

Vehicle

2015 Volkswagen Passat 2.0 TDI SEL Prem 4 DR Sedan
4cyl Diesel Turbo 2.0
Automatic Tiptronic

Lic.Plate: WKNOMOR
Lic Expire:
Prod Date: 08/2014
Veh Insp# :
Condition:
Ext. Color: PLATINUM GRAY MET
Ext. Refinish: Two-Stage
Lic State: WI
VIN: 1VWCV7A36FC026610
Mileage: 19,686
Mileage Type: Actual
Code: 61763B
Int. Color:
Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)	2nd Row Head Airbags	AM/FM CD Player
Air Conditioning	Aluminum/Alloy Wheels	Amplifier
Anti-Lock Brakes	Auto Headlamp Control	Automatic Dimming Mirror
Auxiliary Audio Input	Bodyside Moldings	Carpeting
Center Console	Compact Spare Tire	Cruise Control
Daytime Running Lights	Digital Clock	Driver Seat Memory
Dual Airbags	Dual Power Seats	Dual Pwr Lumbar Supports
Dual Zone Auto A/C	Elect. Stability Control	Electric Steering
Electronic Compass	Emergency S.O.S. System	Engine Block Heater
Ext Mirror Turn Signals	Floor Mats	Fog Lights
Garage Door Opener	Halogen Headlights	Head Airbags
Heated Front Seats	Heated Power Mirrors	Heated W/S Wiper Washers
High Definition Radio	IPOD Control	Illuminated Visor Mirror
Intermittent Wipers	Keyless Access System	Keyless Entry System
Keyless Ignition System	Leather Seats	Leather Shift Knob

Leather Steering Wheel	Lighted Entry System	MP3 Decoder
Mirror(s) Memory	Navigation System	Overhead Console
Perimeter Alarm System	Power Brakes	Power Door Locks
Power Moonroof	Power Windows	Pwr Accessory Outlet(s)
Rain-Sensing W/S Wipers	Rear View Camera	Rear Window Defroster
Rem Trunk-L/Gate Release	Remote Starter	Side Airbags
SiriusXM Satellite Radio	Split Folding Rear Seat	Sport Seats
Strg Wheel Radio Control	Subwoofer	Tachometer
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Touch Screen Display	Traction Control System
Trip Computer	USB Audio Input(s)	Vehicle Tracking Service
Wireless Audio Streaming	Wireless Phone Connect	Wood Interior Trim

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	I	244		Mldg,Front Door Lower RT >> >>Clean & Retape	Sublet Repair	$10.00*			0.3*	SM
2	RI	244		Mldg,Front Door Lower RT	R & I Assembly				0.2	SM
Front Bumper										
3	N	6		Front Bumper Cover R&I	Additional Labor				0.9	SM
Front End Panel And Lamps										
4	RI	42		Headlamp Assy,Halogen RT	R & I Assembly				0.2	SM
Front Body And Windshield										
5	BR	83	13	Panel,Hood	Blend Refinish 1.2 Blend 0.6 Two-stage setup 0.6 Two-stage				2.4	RF
6	I	104		Fender,Front RT	Repair				3.0*	SM
7	L	104		Fender,Front RT	Refinish 1.7 Surface 0.3 Two-stage				2.0	RF
8	SB	128		Windshield,Shaded >> >>R & I & Seal Kit	Sublet Repair	$135.00*				SM
Roof										
9	BR	166		Panel,Bodyside Otr Upr RT	Blend Refinish 0.7 Blend 0.3 Two-stage				1.0	RF
Front Doors										
10	BR	208		Door Shell,Front RT	Blend Refinish 0.8 Blend 0.4 Two-stage				1.2	RF
11	RI	434		W/Strip,Belt Outer RT	R & I Assembly				0.2	SM
12	E	256		Glass,Mirror Outer R/C RT	561857522R	$98.33			INC	SM
13	E	171		Housing,Mirror Outer RT	561857508BC9B9	$366.67			0.9	SM
14	E	260		Cover,Frt Door Mirror RT	3C8857538GRU	$116.67			0.1	SM
15	L	260		Cover,Frt Door Mirror RT	Refinish 0.3 Surface 0.1 Two-stage				0.4	RF
16	RI	228		Handle,Front Door Otr RT	R & I Assembly				0.2	SM
Quarter And Rocker Panel										

17	IT	626	07	Pillar,Windshield RT	Partial Repair	2.0*	SM
18	L	626		Pillar,Windshield RT	Refinish	INC	RF

18 Items

MC	Message
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$581.67	
Paint & Materials	7.0 Hours @ $38.00	$266.00	
Parts & Material Total			$847.67
Tax on Parts & Material	@ 5.500%		$46.62

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**		
Sheet Metal (SM)	$58.00	1.8	6.2	8.0	$464.00	
Mech/Elec (ME)	$75.00					
Frame (FR)	$70.00					
Refinish (RF)	$58.00	7.0		7.0	$406.00	
Labor Total				15.0 Hours		$870.00
Tax on Labor		@ 5.500%			$47.85	
Sublet Repairs					$145.00	
Tax on Sublet		@ 5.500%			$7.98	
Gross Total						**$1,965.12**
Net Total						**$1,965.12**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00/00 Zip Code: 53081 Default
Rate Name Default

Audatex Estimating 8.0.134 ES 10/31/2018 03:41 PM REL 8.0.134 DT 10/01/2018 DB 10/15/2018
© 2018 Audatex North America, Inc.

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

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

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

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

Audatex a Solera company

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

© 2018 Audatex North America, Inc.
AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.

Solera

NOV 5 '18 AM10:43

MEMORANDUM

SCHULTZ & SCHULTZ INSURANCE AGENCY, INC.

902 MICHIGAN AVENUE, SHEBOYGAN, WI 53081
PHONE 920.457.9035 FAX 920.457.9063
E-Mail: insure@schultz-schultz.com
Web Site: www.schultz-schultz.com

DATE: 11/02/2018 Our INSURED: Phyllis Barthel

TO: _____ POLICY NO: _____

FROM: **Girard R. Schultz** CLAIM NO: O/L 10/22/2018

Re: 10/22/2018 Accident
Phyllis Barthel

Phyllis Barthel received an estimate for damages to replace the Van Horn VW of Sheboygan estimate. This claim has already been reported to the City of Sheboygan.

Thank you!

5'18 AM10:33

DATE RECEIVED _____ RECEIVED BY _____

NOV 5'18 AM10:34

CLAIM NO. _____

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Phyllis T. Barthel
2. Home address of Claimant: 495 Sunset Maple, Sheboygan Falls WI 53085
3. Home phone number: 920-467-9091
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 10/22/2018
6. Where did damage or injury occur? (give full description) So. 14th St + Business Dr. (So. 14th St.)
7. How did damage or injury occur? (give full description) Truck of Fire Dept. too far over on road.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: See Police Report
   (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: Truck too far over
   (b) Claimant's statement of basis for such liability: " "

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

See Police Report

11. Name and address of any other person injured: None

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

Auto:	$ 759.00	
Property:	$	
Personal injury:	$	
Other: (Specify below	$ 38.64	Tax
TOTAL	$ 797.64	

Damaged vehicle (if applicable)

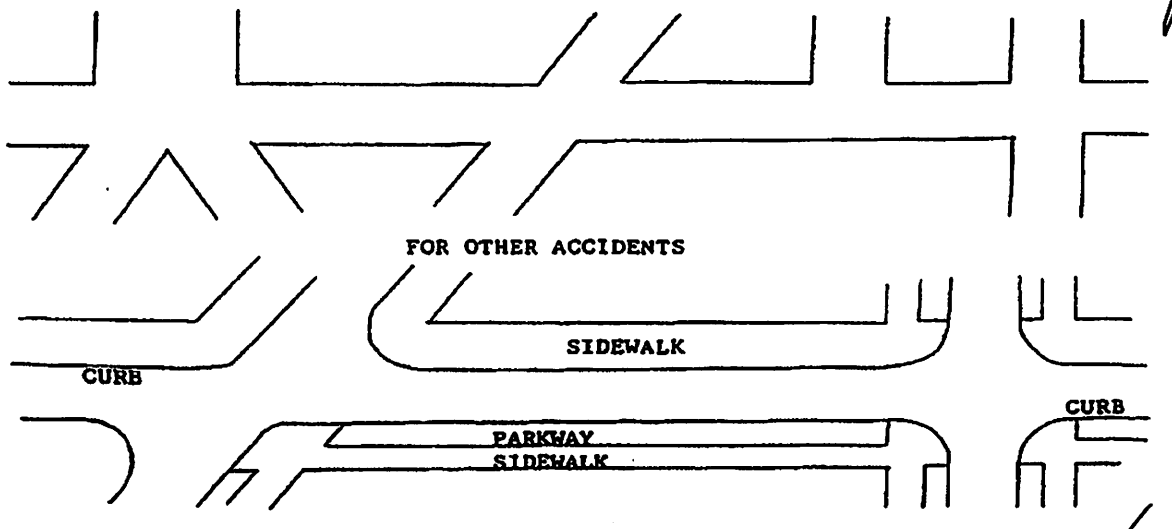
Make: VW Model: Passat Year: 2015 Mileage:

Names and addresses of witnesses, doctors and hospitals:

See Police Report

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

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



SIGNATURE OF CLAIMANT Phyllis Bonthel DATE 11/01/2018

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: _____ Auto $_____

Claimant's Address: _____ Property $_____

_____ Personal Injury $_____

Claimant's Phone No. _____ Other (Specify below) $_____

TOTAL $_____

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

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

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

SIGNED _____ DATE: _____

ADDRESS: _____

_____

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

II

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

Submitting a communication from Christopher Gable requesting a waiver from the Sex Offender Residency requirements in order to reside at 1636 Indiana Avenue.

LHPS

CITY CLERK

NOV 8 '18 AM10:48

Date: 11/6/2018

My name is: Christopher Gable

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1636 Indiana Ave

MD 11-8-18

Signature: Christopher Gable

Phone Number: (920) 254-9468

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

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

Submitting a communication from Jason Jones requesting a waiver from the Sex Offender Residency requirements in order to reside at 1503 St. Clair Avenue.

LHPS

CITY CLERK

NOV 7'18 PM 4:40

Date: 11/6/2018

My name is: Jason Jones

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
1503 St. Clair Ave Sheboygan, WI. 53081

Signature: Jason Jones

Phone Number: 920-889-8708

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

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

Submitting a communication from Alanna Etzel requesting a waiver from the Sex Offender Residency requirements in order to reside at 1412 Lenz Court.

RHPS

_____

CITY CLERK

Date: 11/8/18

NOV 8 '18 AM11:49

My name is: Alanna Etzel

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
1412 Lenz Court, Sheboygan WI 53083

Signature: Alanna Etzel

Phone Number: 920-547-0861

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

Res. No. ____ - 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

_____

_____

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 15th 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 31st of the year following the cash payout. If compensatory time is not exhausted by March 31st, management will assign time off by May 31st with no less than one week notice unless mutually agreed between parties. Time off assignments hereunder will not be counted toward the maximum number of bargaining unit employees allowed off on approved leave of absence in accordance with Article XXII."

6) **ARTICLE IX – PROMOTIONS AND TRANSFERS;** Section C (Page 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

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

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

III

Res. No. ____ - 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

_____

_____

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 Res. 104-17-18)

TABLE OF CONTENTS

PAGE

I. Executive Summary 3
II. City of Sheboygan General Compensation Philosophy 3

III. General Program Definitions 3
Department Head 3
Department Head Advisory Committee 3
Employee(s) 3
Employer 3
Market Survey 3
Pay Grade 3
Performance Appraisal Review 3
Program 3
Salary Range 3

IV. Role of the Human Resources Department in Compensation Administration 4

V. Role of the Individual Departments in Compensation Administration 4

VI. Role of the Department Head Advisory Committee in Compensation Administration 5

VII. Role of the Finance and Personnel Committee in Compensation Administration 5

VIII. Role of the Common Council in Compensation Administration 6

IX. Salary Structure 6
Minimum Rate 6
Midpoint Rate 6
Maximum Rate 6

X. External Relationships Pay Policy 7
A. Policy 7
B. Salary Surveys 7
C. Composition of the Market 8
D. Market Analysis Process 8

XI. Assignment of Positions to Salary Grades 9
A. Policy 9
B. Process 9

XII. Wage and Salary Guidelines 9
A. Policy 9
B. Guidelines 10

1. Salary Offers to New Employees 10
2. Salary Upon Promotion 10
3. Salary Upon Demotion 11
4. Salary Upon Transfer 11
5. Salary Upon Change in Pay Grade Due to Market Survey Analysis 11
6. Equity Adjustments 11
7. Part-Time Employment 11

XIII. Compensation Administration 11
A. Policy on Salary Increases 11
B. Performance Evaluations 12
C. Merit Adjustments Based on Performance Evaluations 12
1. Establishment of the Merit Increase Budget 12
2. Merit Increases Amount 13
3. Merit Adjustment Applied to Current Salary 13
4. Frequency of Merit Reviews 13
A. Employees Returning from a Leave of Absence or Rehired 13
5. Performance Appraisal Review Procedures 13
6. Delayed or Denied Merit Adjustments 14
7. Merit Increases Effective Date 14
8. Performance Appraisal Appeal Process 14
9. Retroactivity 14
10. Employee and Management Training 14
XIV. Compensation Program Reporting 15
A. Policy 15
B. Process 15

XV. Plan Communication and Management Training 15

Exhibits

1) Performance Evaluation Process 17
2) Employee Questionnaire Form 18
3) Performance Evaluation Form 19
4) Goals Template Sample Form 20
5) Non-Represented Employee Development and Reward Program Guide 21
6) Notice of Evaluation/Appeal 22
7) 2019 Non-Represented Wage Scale 23
8) 2019 Department of Public Works Pay Plan 24
9) 2019 City of Sheboygan Permanent Non-Represented Positions 25
10) Revisions Log 28

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: 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 Department Head Advisory Committee in compensation is one of providing a broad-based review of, and input into, overall compensation activities. The Department Head Advisory Committee on this issue includes the City Administrator, all Department Heads, City Attorney, the Mayor, and the City Clerk. 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 plan in coordination with the Director of Human Resources and Labor Relations,
the Department Head 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 Department Head 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	LaCrosse
Janesville	Manitowoc	Oshkosh		

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 increases 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 employees 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 4 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 City 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 plan. 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 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 plan. 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 plan changes occur pursuant to 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 Comp Plan 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 plan 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 the 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 DEVELOMPENT / 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 Questionaire

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 evalulation 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: _____ Clock: _____

Job Title/Grade: _____ Dept: _____

Change Rate from _____ ₽ _____ Eff.Date _____

	UNACCEPTABLE Not Competent in Position	BELOW Working toward Competency in Position	SUCCESSFULLY ACHIEVED Competent in Position	EXCEEDS OVERWHELMINGLY EXCEEDED EXPECTATIONS	COMMENTS:
Quality of Work Measures the ability of the employee to meet quality standards.	☐ Many mistakes. Repeated occurrences of careless work and excessive rework/redoing of assignments.	☐ Needs improvement. Higher than normal amount of rework.	☐ Successfully Achieved Solid performance. Work seldom requires rework.	☐ High quality. Consistently produces top-notch quality in all assignments. Able to master difficult jobs.	
Quantity of Work Measures the ability of the employee to meet production standards.	☐ Fails to meet standards. Very slow on most job assignments. Fails to meet standards of the position.	☐ Below standard. Generally below standard; requires more time to complete assignments than expected.	☐ Achieved standards. Successfully Achieved standards and requirements of the position.	☐ Production high. Employee consistently exceeds production standards or goals.	
Job Knowledge Measures the employee's knowledge of the job and standard work practices.	☐ Unwilling/unable Has not learned and/or makes little attempt to improve.	☐ Is still learning job Does not fully understand all job requirements or standard work procedures.	☐ Knows job requirements Follows standard work methods and procedures.	☐ Good job knowledge Knowledge of standard work. Keeps up with new developments.	
Work Area/Safety Measures employee's commitment to safety and continuous improvement.	☐ Does not support. Departmental objectives are ignored and/or has minimal regard for safety.	☐ Shows some support of continuous improvement objectives and safety; areas for improvement needed.	☐ Supports Safety objectives Successfully follows safety rules and procedures.	☐ Leads safety Keeps work area in excellent condition and follows safety rules. Goes above and beyond.	
Adaptability Measures employee's ability to adapt to changing work environment and support team initiatives.	☐ Resists change. Slow to adapt to new situations or support cross-functional needs of the department.	☐ Slow to adapt. Some resistance to change. Slow to adapt to cross-functioning initiatives.	☐ Adaptable. Learns job requirements in a normal amount of time. Supports improvement.	☐ Adjusts readily Very adaptable to change. Takes ownership of initiatives.	
Cooperation Measures employee's ability to respond positively to assigned tasks and to work with others.	☐ Does not follow instructions. Continual friction with others and is hard to work with.	☐ Reluctant to follow directions or instructions. Periodic friction with others.	☐ Follows instructions Cooperates with supervisor and co-workers.	☐ Responds readily to unusual or difficult assignments. Excellent team work.	
Attitude/Work and Co. Measures employee's ability to work toward City objectives of higher productivity without sacrificing quality.	☐ Constantly critical of employer, job assignment, and/or other employees. Has caused dissention among others.	☐ Needs improvement in overall attitude toward the City and/or fellow employees.	☐ Positive Attitude Has positive attitude toward his/her work and the City. Sets a good example for others.	☐ Very positive attitude. Promotes good will. Held in high esteem by co-workers and supervisors and members of the community.	
Dependability Measures the employee's ability to follow job instructions and complete his/her assignment.	☐ Unable or unwilling to follow job instructions and has repeated trouble completing work assignments.	☐ Needs guidance to insure job instructions are followed and work assignments completed.	☐ Generally dependable Can be depended upon to do the job correctly and within standards.	☐ Completes jobs under any conditions to the best of his/her ability.	
Attendance/Punctuality Measures employee's overall attendance and punctuality.	☐ Unreliable attendance. High absence and tardiness rate. Leaves early. Doesn't respond to emergencies.	☐ Often tardy or absent Employee is working towards improvement.	☐ Acceptable attendance. Tardy very seldom. Responds to emergency calls. Willing to stay late when needed.	☐ Very good attendance. At work on time. Willing to help out for emergencies calls.	
OVERALL Performance Based on ratings above, indicate the employee's overall performance rating.	☐ UNACCEPTABLE. Employee's performance is unacceptable to position. (Not Competent)	☐ BELOW MINIMUM. Employee's performance at times fails to meet minimum job requirements. (Working toward Competency)	☐ ACHIEVED. Employee's performance meets all position requirements. (Employee is competent in his/her job)	☐ EXCEEDS. 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	Eval Comments
QUALITY	EXCEEDS	4.00	(High Quality) Consistently produces top-notch quality	
QUANTITY	EXCEEDS	4.00	(Production high) Employee consistently exceeds product	
JOB KNOW	EXCEEDS	4.00	(Good job knowledge) Knowledge of standard work. Keep	
WORK AREA	EXCEEDS	4.00	(Leads safety) Keeps work area in excellent condition a	
ADAPTABLE	EXCEEDS	4.00	(Adjusts readily) Very adaptable to change. Takes own	
COOPERATE	EXCEEDS	4.00	(Does not follow instructions) Continual friction with	
ATTITUDE	EXCEEDS	4.00	(Constantly critica)l of employer, job assignment, and	
DEPENDABLE	EXCEEDS	4.00	(Needs guidance) to insure job instructions are followe	
ATTENDANCE	EXCEEDS	4.00	(Acceptable attendance) 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 (supv completes / may use Goals Template)

2. Additional comments

Page 2

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

Next Review Date _____ _____ _____

Employee's Signature Date

DEPARTMENT OF [redacted] : 2015 YEARLY REVIEW

DATE: [redacted]

EMPLOYEE:

TITLE:

2015

Measurable Goals, Objectives and Results

Goal:		CAREER
Timeframe:		
Steps:		
Questions:		
Goal:		CROSS TRAINING
Timeframe:		
Steps:		
Questions:		
Goal:		SOFTWARE
Timeframe:		
Steps:		
Questions:		
Goal:		PRIMARY DUTY
Timeframe:		
Steps:		
Questions:		
Goal:		OTHER DEPARTMENTS
Timeframe:		
Steps:		
Questions:		

Calendar Review							
	NOV	DEC	JAN	FEB	MAR	APR	MAY
	JUN	JUL	AUG	SEPT	OCT	NOV	DEC

(shade in the months that correspond with the GOAL Timeframe)

Notes

Exhibit #5

Non-Represented Employee Development and Reward Program Guide

Salary Increase Reward Guide for Proven Engagement, Growth and Personal Development

STRATEGY DEPLOYMENT AND PERSONAL PERFORMANCE PLAN EVALUATION	Quadrant 1 (Q1) 86% - 92.49% of CP	Quadrant 2 (Q2) 92.50%-99.99% of CP	CONTROL POINT (MARKET VALUE)	Quadrant 3 (Q3) 100.01% - 107.49%	Quadrant 4 (Q4) Maximum Pay (115%)
EXCEEDS/OUTSTANDING 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 business skills. Positive contributor; cooperative throughout all areas within and outside the organization	Up to 4.00%	Up to 3.00%		Yealy Budgeted Amount	Under Max: Yealry budgeted amount. At/Over Max: No additional increases are available for those at or over the maximum pay for the position.
SUCCESSFULLY ACHIEVED 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%		Yealy Budgeted Amount	Under Max: Yealry budgeted amount. At/Over Max: No additional increases are available for those at or over the maximum pay for the position.
DEVELOPING / NOT YET ACHIEVED Overall performance results were consistent and effective in learning the new position or responsibility. Goals me expectations. Accomplished established measures and development plans and effectively demonstrated position skills.	Up to 2.00%	Up to 1.00%		Not Available	Under Max: Yealry budgeted amount. At/Over Max: No additional increases are available for those at or over the maximum pay for the position.
NEW TO POSITION / NOT COMPETENT / PERFORMANCE IMPROVEMENTS NEEDED 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%	Under Max: Yealry budgeted amount. At/Over Max: 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 deale 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.	Employes 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:

_____

_____

_____

_____

(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

P:Nonrepcomplan/2017
Notice Of Evaluation Appeal

Exhibit #7

2019 Non-Represented Pay Schedule
(excluding DWP Labor Workforce)

	Accelerator Eligible		Budgeted Merit Pool Only (Not Eligible For A Merit Accelerator)		Maximum
Salary Grade	Q1 (Minimum)	Q2 92.50%	Q3 Control Point	Q4 (107.50%)	(115%)
O	$ 8.67 $ 18,033.60	$9.44 $19,635.20	$ 10.20 $ 21,216.00	$ 10.97 $ 22,817.60	$ 11.73 $ 24,398.40
A	$ 13.04 $ 27,121.12	$14.19 $29,515.20	$ 15.34 $ 31,907.20	$ 16.49 $ 34,299.20	$ 17.64 $ 36,691.20
B	$ 14.25 $ 29,640.00	$15.51 $32,260.80	$ 16.77 $ 34,881.60	$ 18.03 $ 37,502.40	$ 19.29 $ 40,123.20
C	$ 15.84 $ 32,947.20	$17.23 $35,838.40	$ 18.63 $ 37,897.60	$ 20.03 $ 40,747.20	$ 21.42 $ 43,576.00
D	$ 16.98 $ 35,318.40	$18.48 $38,438.40	$ 19.98 $ 41,558.40	$ 21.48 $ 44,678.40	$ 23.09 $ 48,027.20
E	$ 18.23 $ 37,918.40	$19.84 $41,267.20	$ 21.45 $ 44,616.00	$ 23.06 $ 47,964.80	$ 24.67 $ 51,313.60
F	$ 19.03 $ 39,582.40	$20.71 $43,076.80	$ 22.39 $ 46,571.20	$ 24.07 $ 50,065.60	$ 25.75 $ 53,560.00
G	$ 20.16 $ 41,932.80	$21.94 $45,635.20	$ 23.72 $ 49,337.60	$ 25.50 $ 53,040.00	$ 27.28 $ 56,742.40
H	$ 21.56 $ 44,844.80	$23.46 $48,796.80	$ 25.36 $ 52,748.80	$ 27.26 $ 56,700.80	$ 29.16 $ 60,652.80
I	$ 22.69 $ 47,195.20	$24.69 $51,355.20	$ 26.69 $ 55,515.20	$ 28.69 $ 59,675.20	$ 30.69 $ 63,835.20
J	$ 23.62 $ 49,129.60	$25.71 $53,476.80	$ 27.79 $ 57,179.20	$ 29.87 $ 62,129.60	$ 31.96 $ 66,476.80
K	$ 27.18 $ 56,534.40	$29.58 $61,526.40	$ 31.98 $ 66,518.40	$ 34.38 $ 71,510.40	$ 36.78 $ 76,502.40
M	$ 30.24 $ 62,899.20	$32.91 $68,452.80	$ 35.58 $ 74,006.40	$ 38.25 $ 79,560.00	$ 40.92 $ 85,113.60
N	$ 31.64 $ 65,811.20	$34.43 $71,614.40	$ 37.22 $ 77,417.60	$ 40.01 $ 83,220.80	$ 42.80 $ 89,024.00
S	$ 34.10 $ 70,928.00	$37.11 $77,188.80	$ 40.12 $ 83,449.60	$ 43.13 $ 89,710.40	$ 46.14 $ 95,971.20
T	$ 38.07 $ 79,185.60	$41.43 $86,174.40	$ 44.79 $ 93,163.20	$ 48.15 $ 100,152.00	$ 51.51 $ 107,140.80
U	$ 40.19 $ 83,595.20	$43.73 $90,958.40	$ 47.28 $ 98,342.40	$ 50.83 $ 105,726.40	$ 54.37 $ 113,089.60
V	$ 46.24 $ 96,179.20	$50.32 $104,665.60	$ 54.40 $ 113,152.00	$ 58.48 $ 121,638.40	$ 61.48 $ 127,878.40
Y	$ 49.78 $ 103,542.40	$54.18 $112,694.40	$ 58.57 $ 121,825.60	$ 62.96 $ 130,956.80	$ 67.36 $ 140,108.80
Z	$ 54.58 $ 113,526.40	$59.39 $123,531.20	$ 64.21 $ 133,556.80	$ 69.03 $ 143,582.40	$ 73.84 $ 153,587.20

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

Exhibit #8

2019 DEPARTMENT OF PUBLIC WORKS PAY PLAN

Non-Represented Temporary / Part-time / Seasonal Pay Schedule

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

2019 DPW Labor Workforce

Merit Increase Program for "Permanent / Full-time Employees"

	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	**$21.16**	Merit			$21.78	**$22.28**
MW II	$20.21	$20.98	$21.75	$22.51	**$23.28**	Merit			$24.35	**$24.90**
MW III	$22.34	$23.10	$23.86	$24.64	$25.41	**$26.18**	Merit		$26.91	**$27.52**
MW IV	$24.47	$25.24	$26.00	$26.77	$27.54	**$28.30**	Merit		$29.48	**$30.14**
MW V	$26.60	$27.36	$28.13	$28.90	$29.66	$30.42	**$31.20**	Merit	$32.05	**$32.78**

Grade I: Maintenance Worker I — ***Control Point = Step 5**
Grade 2: Maintenance Worker II — ***Control Point = Step 5**
Grade 3: Maintenance Worker III — ***Control Point = Step 6**
Grade 4: Maintenance Worker IV — ***Control Point = Step 6**
Grade 5 Maintenance Worker V — ***Control Point = Step 7**

01/01/2019:

1) Newly hired employees and those in steps below the **Control Point** will be eligible for a yearly step-increase based on a merit review resulting in a "Pass" rating. Exemplury 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).
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).
3) Future modifications to the wage scale will be reviewed yearly based on CPI and market trend.
4) No additional compensation, lump sum or otherwise, will be awarded once an employee reaches the maximum.
5) Promoted employees will move to the step increase that represents a minimum of $0.75 per hour increase.
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 posses, Step 1 if qualified, or less than rate if unqualified.

2019 DPW Labor Workforce Wage Scale DRAFT 12Nov2018.pdf

Exhibit #9

2019 City of Sheboygan Permanent Non-Represented Positions	
Grade	
0	
	Library Cleaner Library Page
A	
	Clerk I/Administrative Assistant Maintenance Grounds Worker / Transit TV Production Technician
B	
	Clerk II/Administrative Assistant Cashier/Data Entry Clerk II/Finance Permit Clerk II/Inspection Assistant Municipal Court Clerk Dispatcher/Transit MC Scheduler/Dispatch
C	
	Clerk III/Administrative Assistant/WWTP Transit Lead Support II Coordinator Transit Lead Support I Senior Center Assistant Supervisor MEG Unit Secretary Clerk III/Administrative Assistant/Fire Community Service Officer Transit Dispatcher Fill-in Library Maintenance Technician Library Assistant
D	
	Records Specialist Clerk IV/Administrative Assistant Parking Lead, Transit Library Technical Services Assistant
E	
	Department Secretary/Police Department Elections Specialist/City Clerk Council Licensing Clerk/City Clerk Court Services Secretary/Police Department TIME Agency Coordinator/Police Department Library Administrative Assistant
F	
	Purchasing/Accounts Payable Assistant Administrative Assistant to the Mayor Administrative Coordinator (Transit, Fire) Cataloger Human Resources Assistant

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

S	
	Environmental Engineer * Communications/Electronics Technician Planning and Zoning Manager* Library Technical Support Manager* Library Public Support Manager* Library Business Manager*
T	
	Superintendent, Parks and Forestry * Superintendent, WWTP* Superintendent, Streets* Superintendent, Facilities and Traffic * Civil Engineer / Project Manager *
U	
	Parking and Transit Director * Battalion Chief * Deputy Fire Chief * City Engineer *
V	
	Finance Director * Assistant Fire Chief* Director of Human Resources and Labor Rel* IT Director * Director of Planning and Development * Library Director*
Y	
	Police Chief* Fire Chief * Director of Public Works *
Z	
	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	1) Modified the merit and incentive adjustment amounts to accommodate the 2014 budgeted increase amount to payroll of 2.5% overall 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 3) Updated XIII, C, 4 to state that inactive employees out on leave will received increase upon return to active status 4) Miscellaneous date and/or title changes, replacing 2013 with 2014 5) Removed 6-month "evaluation" period as it is obsolete 6) 2014 Wage Scale ranges were NOT modified from 2013, just the date of the salary range was revised.	Resolution 132-13-14 R.C. 310-13-14
2015		1) Modify the merit amount to accommodate the 2015 budget increase to payroll of 2.0% overall. 2) Increase the mid-point of all salary grades by 2%. 3) Referenced the option to use the MUNIS electronic evaluation process.	
2016		1) Add one level higher Maintenance Worker (5) to the DPW Labor Workforce. 2) Change Chief Admin Officer title to City Administrator and add reference to a separate evaluation form for the position. 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.	
2017		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. 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. 3) 2017 Pay Scale Adjustments: 2017 a) Pay Grade 0 added. b) 2% increase to mid-point for grades 1-16. Range remains +/- 20%. c) DPW Pay Grades increased by 2% 4) 2017/2018 Pay Scale introduced for DPW Labor Workforce, seasonal and full-	

		time, including a modified step-increase program. 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.	
2018		1) Market-Based Compensation Plan introduced to accelerate wages for those under mid-point. 2) Finance and Personnel Committee replaced Salaries and Grievances Committee during calendar year 2017. 3) City Administrator to approve new hires at or above market-point for their position. 4) Introduction of new pay scale with 19 grades vs. 16 grade. Scale updated with current comparable information.	
		1) Increased all Non-represented pay scales by 2.25% following budget approval. 2) Updated the 2019 City of Sheboygan Permanent Non-Represented Positions following organizational updates throughout the year that reclassified positions based on market value.	

III

Res. No. ____ - 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

_____

_____

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

TABLE OF CONTENTS

Page

STATUTORY AUTHORITY ..... - 3 -

DUTIES OF THE AGENCY ..... - 3 -

DUTIES OF THE DEPARTMENT ..... - 5 -

LEGAL REQUIREMENTS ..... - 7 -

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

III

Res. No. _____ - 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.

RHPS

_____

_____

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 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.

LHB

_____

_____

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 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.

LHPS

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 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.

RHPS.

_____

_____

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. 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. 29th 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. 29th 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

_____

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 29TH 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.

	SUMMARY OF COSTS				
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4996-01-72					
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
ID 4996-01-73					
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
Total Est. Cost Distribution	$2,229,611	$848,545	N/A	$1,381,066	N/A

*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.)

Name

Title Date

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]

III

Res. No. _____ - 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. 15th 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. 15th 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

_____

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

3rd 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 – 15TH 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**	**%**
ID 4996-01-78							
Design	**$356,839**	**$267,629**	**75%***			**$89,210**	**25% + BAL**
State Review	**$89,203**	**$66,902**	**75%***			**$22,301**	**25% + BAL**
4996-01-78 Subtotal	*$446,042*	*$334,531*				*$111,511*	
ID 4996-01-80 Railroad							
Crossing Surface	**$208,343**	**$40,000**	**44%***	**$93,754**	**45%**	**$74,589**	**11%+ BAL**
ID 4996-01-81 Railroad							
Signals	**$297,227**	**$150,000**	**80%***			**$147,227**	**20% + BAL**
ID 4996-01-79							
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%**
4996-01-79 Subtotal	*$3,992,758*	*$2,261,050*				*$1,608,227*	
Total Est. Cost Distribution	**$4,944,370**	**$2,785,581**	**N/A**	**$93,754**	**N/A**	**$1,941,554**	**N/A**

*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.)

Name

Title Date

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]

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 19, 2018.

Your 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.

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

4.4.

Res. No. 116 - 18 - 19. By Alderpersons Wolf and Bohren. November 5, 2018.

A RESOLUTION terminating the current agreement with the Armory Community Project for redevelopment of the former Sheboygan Municipal Armory.

WHEREAS, the Common Council had entered into a contract with the Armory Community Project dated April 25, 2018 (authorized by Res. 327-17-18), and amended October 3, 2018 (authorized by Res. 96-18-19) for the redevelopment of the former Sheboygan Municipal Armory; and

WHEREAS, the Armory Community Project was unable to meet the established milestones in said agreement, as amended.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby terminates the contract with the Armory Community Project for redevelopment of the former Sheboygan Municipal Armory.

James A. Bohren

Finance + Personnel approve.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 19, 2018.

Your 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.

mcf

_____ _____

_____ _____

_____ _____

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. 117 - 18 - 19. By Alderpersons Wolf and Bohren. November 5, 2018.

A RESOLUTION 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.

WHEREAS, the Common Council had considered a contract on April 4, 2018 to allow Scott Crawford, Inc. to redevelop the armory site in a mixed use building comprised of retail/commercial and market rate and affordable residential apartments; and

WHEREAS, the Common Council at the time did not proceed with approving the Contract for Sale of Land for Private Development with Scott Crawford, Inc., choosing to contract with the Armory Community Project; and

WHEREAS, the most recent attempt to repurpose/redevelop the armory failed because the Armory Community Project was unable to meet the established milestones in their development agreement with the City.

NOW, THEREFORE, BE IT RESOLVED: that the Common Council hereby authorizes city staff to resume negotiations with Scott Crawford, Inc. to enter into a contract for the sale of land for private development with Scott Crawford, Inc. at the former Sheboygan Municipal Armory.

James A Bohren

Finance + Personnel approve.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 19, 2018.

Your 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.

_____ _____

_____ _____

_____ _____

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. 118- 18 - 19. By Alderpersons Wolf and Bohren. November 5, 2018.

A RESOLUTION authorizing the Purchasing Agent to prepare and issue a request for bids for the demolition of the Sheboygan Municipal Armory.

WHEREAS, the current state of the armory is extremely poor due to the lack of heat over the past three years; and

WHEREAS, prior attempts to repurpose/redevelop the armory were unsuccessful; and

WHEREAS, the most recent attempt to repurpose/redevelop the armory failed because the Armory Community Project was unable to meet the established milestones in their development agreement with the City; and

WHEREAS, funds to cover the remediation and demolition would come from the unassigned fund balance in the Capital Projects fund.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Purchasing Agent to prepare and issue a request for proposals for demolition of the Sheboygan Municipal Armory.

James A. Bohren

Finance + Personnel approve.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 19, 2018.

Your 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.

_____ _____

_____ _____

_____ _____

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. 119 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
November 5, 2018.

A RESOLUTION to authorize a transfer of appropriations in the 2018 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2018 Budget for the purpose of:

Establish appropriation for City Hall renovations utilizing General Fund unreserved fund balance.

FROM	TO	AMOUNT
General Fund Fund Balance 101-253000	Capital Projects Fund City Hall Renovations 400112100-621200	$2,500,000

Finance/Personnel approve

Rindfleisch

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. November 19, 2018.

Your 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.

MLS

_____ _____

_____ _____

_____ _____

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

Subs of Res. No. 120 - 18 - 19. By Alderperson Wolf. November 19, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a purchase order for the design, provision and complete installation of technology improvements and enhancements for the newly renovated City Hall.

WHEREAS, the City of Sheboygan is in the process of a complete renovation of the City Hall Building including new council chambers as well as several conference spaces all of which require technology enhancements to enhance productivity and foster transparency in government; and

WHEREAS, the City desires to equip the new council chambers with equipment which will greatly improve the quality of the proceedings broadcasted live through the city's cable access channel, WSCS-TV; and

WHEREAS, to that end, the City has worked closely with Camera Corner Connecting Point, Inc. of Green Bay WI in the design and specification of the new systems and has obtained a quotation of costs associated with the improvements which is attached to this Resolution; and

WHEREAS, Camera Corner Connecting Point, Inc. is a trusted technology vendor to the City of Sheboygan and is also a listed vendor on the State of WI Contract for technology, which allows the City to procure the goods and services at the lowest possible cost without the need for competitive bidding.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a purchase order with Camera Corner Connecting Point of Green Bay, WI for the design, provision and complete installation of Audio Visual Technology Systems and Equipment for the newly renovated City Hall in the amount of $385,534.67.

BE IT FURTHER RESOLVED: That the following funding source shall be used in payment for the purchase and installation of the Technology Equipment authorized by this Resolution:

27058110-642400 2019 Cable TV Fund Audio-Visual Equipment $170,696.32
47722100-621200 2019 Capital Improvements-Buildings $ 214,838.35

_____

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

First Floor: 106 Conference		$39,723.99
First Floor: 109 Conference		$12,538.25
First Floor: 119 Lobby		$12,839.15
Second Floor: 206 Conference		$16,386.38
Second Floor: 206X Huddle		$10,239.95
Second Floor: 209 Huddle Space		$11,906.38
Second Floor: 216 Conference		$33,993.11
Third Floor: 304 Staff Lounge		$4,933.84
Third Floor: 305 Conference		$45,825.06
Third Floor: 313 Conference		$24,144.24
Third Floor: Council Chambers		$170,696.32
Digital Signage		$2,308.00
	Grand Total:	$385,534.67

Project Summary

Equipment:	**$308,112.63**
Labor:	**$77,422.04**
Grand Total:	**$385,534.67**

017 Training Room

Camera Corner shall provide wall boxes as required for this room. These boxes are installed by others.

106 Conference Room

General Room Information

The room is a first floor room used as a conference room using two displays, audio and video conferencing.

Two Visix "E-Paper" room schedule panels shall be mounted outside the door per the plan view drawings at a height of 48".

Sources

The video system shall have source for the video displays. The sources shall be a PC computer provided by the City of Sheboygan with an HDMI output.

A Mersive Solstice Pod shall provide a wireless video connection to the video system. This shall require network coordination based on the white paper provided with this scope. The network LAN port shall connect to the wired network of the building. It shall be accessible to the staff WiFi of the building. The wireless antenna of the unit shall connect to the guest network. This shall provide access to the device from both staff and public while maintaining a secure separation between the networks. The device shall function appropriately when the network is set up to allow the proper ports to have access to the network. These ports are listed in the Network Deployment Guide. Additionally, the Network Deployment Guide lists configurations depending on the network structure to allow device discovery. The SDS method is recommended and requires a windows computer to act as the Mersive system "server". This windows computer or VM shall be provided by the City of Sheboygan. See the "SDS guide" for more information.

At the conference table, two HDMI cables for laptop connections shall be provided. The table manufacturer shall provide a cable pathway from below the table, to the table top. Each laptop location shall also have a USB cable for connecting to the audio and camera in the room.

Displays

Two Sharp displays shall be mounted to the walls of the room per the elevation and plan views in the drawings set (Sharp 80" and 60"). The 80" display shall have a Chief PAC527FCW wall box installed behind the display. The 60" display shall have a Chief PAC525FCW installed behind the display. Video shall route to the displays by an Extron XTP cable (CAT6A) for each display. The 60" display shall be mounted using an articulating arm mount.

Switching

An Extron IN1068 video switcher shall route video to the various displays. Both displays shall always show the same content. Audio from the selected source shall route to the audio system and ceiling speakers in the room.

Audio Conferencing

A Shure MXA910 ceiling microphone shall be located as per the plan view drawings in the ceiling grid. It shall connect audio to the audio processor in the rack via the network switch. Eight microphone zones shall be created with the microphone to focus the pick up pattern on the person speaking to reduce background noise on the call. These eight zones shall be set up for this specific room. The audio shall be connected to the VOIP phone system via a dedicated network jack on the audio processor (DSP). The city shall provide an extension with user name and password for this virtual phone in the room. Additionally, the city shall provide the IP address of the VOIP server for connection to the DSP. The touch panel shall have phone conferencing controls detailed below. Audio from the far side of the call shall come through the four ceiling speakers in the room.

Video Conferencing

One QSC HD video camera shall be installed in the room as per the plan drawings. The connection from the camera is a network connection to the audio DSP processor to provide a video and audio path to the PC and laptops in the room. The PC shall have a permanent connection via usb to the cameras and microphone. USB cables at the table shall provide a camera and audio feed to a guest laptop. The cameras and audio shall present themselves to the computers as a standard web cam appliance and a speakerphone.

A license of Videxio is provided to be installed on the dedicated PC. This provides a "VMR" or virtual meeting room tied to the conference room. This allows creation of virtual meetings that can be sent to participants. The QSC camera and audio system act as the camera and mic for this software based video meeting. As Videxio is a network based communication application, a successful deployment requires certain network settings. The "Videxio Firewall Rules Doc V1" should be referenced for proper port and firewall settings. The document references both software deployments and hardware deployments (such as Polycom bridging). This install uses only software deployments.

Touch Panel Layout

Start Up Screen

The Start Up Screen shall have a button allowing the user to turn the system on. This shall power on the two main displays, unmute the microphone, take the camera out of privacy mode, and set a default route of the desktop PC outputs to the monitors. Program audio will unmute but the audio level will stay as was previously set.

Main Screen

The main screen shall have different zones of buttons. A top, bottom, left and right zone with a display area in the center.

Top Zone: The top zone shall have a horizontal logo for the city.

The Left Zone shall show the video sources. Wireless Video, Room PC, Laptop 1, and Laptop 2. To show a source on a display simply select the source. At the bottom of the Left Zone, a "Display Control" button will make a pop up screen appear in the center zone giving manual control of the display power.

The Right Zone shall show buttons for up and down volume along with a mute button. A volume gauge shall show the current volume level.

Below the volume controls there shall be a button for audio conferencing. This shall show a pop up in the center zone showing a numeric dialing pad with the 12 standard phone buttons, an off hook button (dial button), and on hook button (hang up), and a microphone mute button (privacy mute). Additionally, there shall be volume control buttons for the incoming audio and a mute for the incoming audio. At the top above the numbers shall be a text box showing the dialed number with a backspace key for any dialing corrections needed.

Below the audio conferencing button shall be a video conferencing button to open a new pop up in the center zone. There shall be three preset buttons to record and recall camera presets. To store a preset, hold down the preset button for 3 seconds. A directional navigation pad shall be on the screen to "steer" the camera up, down, left and right and home. Two buttons shall provide zoom in and out. A focus section shall have buttons for focus in, out, auto and manual focus. A volume control shall provide volume for the USB audio. "Content" for a software based video platform is the computer used to make the call or is participating in the call. No other video sources can be routed to the video call. For example, the Mersive wireless video can not be used as content in a video call.

The Bottom zone shall show the current date and time along with a button to power down the system. On power down, the displays shall turn off, the system shall go into privacy mode (mic mute), and the cameras shall recall a preset to go to privacy mode.

Network Switch

Camera Corner shall provide a network switch in the rack to be connected to the building network.

Requirements of Others

The City of Sheboygan shall review the Mersive Solstice Network Deployment Guide and SDS deployment guide and provide the necessary network configurations to properly implement the devices on the network. As they guide provide options for different network setups and security requirements, the City shall communicate to Camera Corner the desired method of deployment.

Voip: Phone extension, user name, user password, IP address for VOIP server

Power at the display locations as per CCCP drawings located in the PAC527/PAC525 boxes. Rough ins for boxes as per the CCCP drawings for the rear camera and spectrum desk.

Use of the CCCP provided FSR floor poke through for wiring from the AV rack to the table location.

Provide power, box and conduit at the rack location as shown in the drawings.

Two network drops at the rack per drawings.

IP address scheme for AV equipment on the same subnet. This room requires 12 IP addresses.

Videxio requires and understanding of the deployment guide and the necessary firewall ports that need to be open and managed.

Camera Corner shall provide wall boxes and floor boxes as required for this room. These boxes are installed by others.

109/206X/209 Huddle Rooms

General Room Information

These rooms are small meeting spaces featuring a "huddle table" provided by others with basic AV connections to a display on the wall.

A Visix "E-Paper" room schedule panel shall be mounted outside the door per the plan view drawings at a height of 48". Roomo 206X shall have a panel at each door.

Sources

The video system shall have sources for the video displays.

A Mersive Solstice Pod shall provide a wireless video connection to the video system. This shall require network coordination based on the white paper provided with this scope. The network LAN port shall connect to the wired network of the building. It shall be accessible to the staff WiFi of the building. The wireless antenna of the unit shall connect to the guest network. This shall provide access to the device from both staff and public while maintaining a secure separation between the networks. The device shall function appropriately when the network is set up to allow the proper ports to have access to the network. These ports are listed in the Network Deployment Guide. Additionally, the Network Deployment Guide lists configurations depending on the network structure to allow device discovery. The SDS method is recommended and requires a windows computer to act as the Mersive system "server". This windows computer or VM shall be provided by the City of Sheboygan. See the "SDS guide" for more information.

At the huddle table, two HDMI cables for laptop connections shall be provided. The table manufacturer shall provide a cable pathway from below the table, to the table top.

Displays

A Sharp displays shall be mounted to the wall of the room per the elevation and plan views in the drawings set. Room 109 and 206X shall have a 55" display and Room 209 shall have a 49" display

Switching

An Extron IN1064 video switcher shall route video to the various displays. Audio from the selected source shall route to the speakers on the display.

Touch Panel Layout

The touch panel shall be on the table top with wiring routed through a grommet or cable path in the table

Start Up Screen

The Start Up Screen shall have a button allowing the user to turn the system on. This shall power on the main display and set a default route of the Mersive to the display.

Main Screen

The main screen shall have different zones of buttons. A top, bottom, left and right zone with a display area in the center.

Top Zone: The top zone shall have a horizontal logo for the city.

The Left Zone shall show the video sources. Wireless Video, Laptop 1, and Laptop 2. To show a source on a display simply select the source. At the bottom of the Left Zone, a "Display Control" button will make a pop up screen appear in the center zone giving manual control of the display power.

The Right Zone shall show buttons for up and down volume along with a mute button. A volume gauge shall show the current volume level.

The Bottom zone shall show the current date and time along with a button to power down the system. On power down, the displays shall turn off.

Network Switch

Each Huddle room requires two network drops to the table for AV equipment (touch panel and Mersive) from the nearest data closet.

Requirements of Others

The City of Sheboygan shall review the Mersive Solstice Network Deployment Guide and SDS deployment guide and provide the necessary network configurations to properly implement the devices on the network. As they guide provide options for different network setups and security requirements, the City shall communicate to Camera Corner the desired method of deployment.

Power at the display locations as per CCCP drawings located in the PAC525 boxes. Rough ins for boxes as per the CCCP drawings for the rear camera and spectrum desk.

Two network drops at the table per drawings.

IP address scheme for AV equipment on the same subnet. This room requires 2 IP addresses.

Camera Corner shall provide wall boxes and floor boxes as required for this room. These boxes are installed by others.

119 Main Lobby

General Room Information

Camera Corner shall install an 80" display for use as digital signage as per the AV drawings for location and height. A Visix Media Player shall be mounted with the display. The City shall provide power for the player and display at the display location as well has a data drop for the digital signage player.

The digital signage platform includes server software for a VM server. The Visix package includes implementation support directly from Visix for assistance in setting up the software and the system. A Custom Theme Package is included in the deployment. The City would work directly with Visix to determine the layout of the theme for use on the display (and other displays in the future). The system includes remote support services, training, and event data information from Visix.

206 Conference Room

General Room Information

These rooms are small meeting spaces featuring a "huddle table" provided by others with basic AV connections to a display on the wall.

A Visix "E-Paper" room schedule panel shall be mounted outside both doors per the plan view drawings at a height of 48".

Sources

The video system shall have sources for the video displays.

A Mersive Solstice Pod shall provide a wireless video connection to the video system. This shall require network coordination based on the white paper provided with this scope. The network LAN port shall connect to the wired network of the building. It shall be accessible to the staff WiFi of the building. The wireless antenna of the unit shall connect to the guest network. This shall provide access to the device from both staff and public while maintaining a secure separation between the networks. The device shall function appropriately when the network is set up to allow the proper ports to have access to the network. These ports are listed in the Network Deployment Guide. Additionally, the Network Deployment Guide lists configurations depending on the network structure to allow device discovery. The SDS method is recommended and requires a windows computer to act as the Mersive system "server". This windows computer or VM shall be provided by the City of Sheboygan. See the "SDS guide" for more information.

At the table, two HDMI cables for laptop connections shall be provided. The table manufacturer shall provide a cable pathway from below the table, to the table top.

Displays

A Sharp display shall be mounted to the wall of the room per the elevation and plan views in the drawings set. It shall be an 80" display

Switching

An Extron IN1064 video switcher shall route video to the various displays. Audio from the selected source shall route to the speakers on the display. The switcher shall be located under the table. An XTP CAT6a type cable shall connect from the table to the floor box. The cable shall extend from the floor box to the display location. This cable shall provide video and control to the display from the table.

Touch Panel Layout

The touch panel shall be on the table top with wiring routed through a grommet or cable path in the table

Start Up Screen

The Start Up Screen shall have a button allowing the user to turn the system on. This shall power on the main display and set a default route of the Mersive to the display.

Main Screen

The main screen shall have different zones of buttons. A top, bottom, left and right zone with a display area in the center.

Top Zone: The top zone shall have a horizontal logo for the city.

The Left Zone shall show the video sources. Wireless Video, Laptop 1, and Laptop 2. To show a source on a display simply select the source. At the bottom of the Left Zone, a "Display Control" button will make a pop up screen appear in the center zone giving manual control of the display power.

The Right Zone shall show buttons for up and down volume along with a mute button. A volume gauge shall show the current volume level.

The Bottom zone shall show the current date and time along with a button to power down the system. On power down, the displays shall turn off.

Network Switch

The Huddle room requires two network drops to the table floor box for AV equipment (touch panel and Mersive) from the nearest data closet.

Requirements of Others

The City of Sheboygan shall review the Mersive Solstice Network Deployment Guide and SDS deployment guide and provide the necessary network configurations to properly implement the devices on the network. As they guide provide options for different network setups and security requirements, the City shall communicate to Camera Corner the desired method of deployment.

Power at the display locations as per CCCP drawings located in the PAC525 boxes. Rough ins for boxes as per the CCCP drawings for the rear camera and spectrum desk.

Two network drops at the table per drawings.

IP address scheme for AV equipment on the same subnet. This room requires 2 IP addresses.

Camera Corner shall provide wall boxes and floor boxes as required for this room. These boxes are installed by others.

216 Attorney Conference Room

General Room Information

The room is a second floor room used as a conference room using a display, audio and video conferencing.

Sources

The video system shall have source for the video display. The sources shall be a PC computer provided by the City of Sheboygan with an HDMI output.

A Mersive Solstice Pod shall provide a wireless video connection to the video system. This shall require network coordination based on the white paper provided with this scope. The network LAN port shall connect to the wired network of the building. It shall be accessible to the staff WiFi of the building. The wireless antenna of the unit shall connect to the guest network. This shall provide access to the device from both staff and public while maintaining a secure separation between the networks. The device shall function appropriately when the network is set up to allow the proper ports to have access to the network. These ports are listed in the Network Deployment Guide. Additionally, the Network Deployment Guide lists configurations depending on the network structure to allow device discovery. The SDS method is recommended and requires a windows computer to act as the Mersive system "server". This windows computer or VM shall be provided by the City of Sheboygan. See the "SDS guide" for more information.

At the conference table, two HDMI cables for laptop connections shall be provided. The table manufacturer shall provide a cable pathway from below the table, to the table top. Each laptop location shall also have a USB cable for connecting to the audio and camera in the room.

Displays

A Sharp 70" display shall be mounted to the walls of the room per the elevation and plan views in the drawings set. The display shall have a Chief PAC525FCW wall box installed behind the display. Video shall route to the display by an Extron XTP cable (CAT6A). The 70" display shall be mounted using an articulating arm mount.

Switching

An Extron IN1068 video switcher shall route video to the various displays. Both displays shall always show the same content. Audio from the selected source shall route to the audio system and ceiling speakers in the room.

Audio Conferencing

A Shure MXA910 ceiling microphone shall be located as per the plan view drawings in the ceiling grid. It shall connect audio to the audio processor in the rack via the network switch. Eight microphone zones shall be created with the microphone to focus the pick up pattern on the person speaking to reduce background noise on the call. These eight zones shall be set up for this specific room. The audio shall be connected to the VOIP phone system via a dedicated network jack on the audio processor (DSP). The city shall provide an extension with user name and password for this virtual phone in the room. Additionally, the city shall provide the IP address of the VOIP server for connection to the DSP. The touch panel shall have phone conferencing controls detailed below. Audio from the far side of the call shall come through the four ceiling speakers in the room.

Video Conferencing

One QSC HD video camera shall be installed in the room as per the plan drawings. The connection from the camera is a network connection to the audio DSP processor to provide a video and audio path to the PC and laptops in the room. The PC shall have a permanent connection via usb to the cameras and microphone. USB cables at the table shall provide a camera and audio feed to a guest laptop. The

cameras and audio shall present themselves to the computers as a standard web cam appliance and a speakerphone.

A license of Videxio is provided to be installed on the dedicated PC. This provides a "VMR" or virtual meeting room tied to the conference room. This allows creation of virtual meetings that can be sent to participants. The QSC camera and audio system act as the camera and mic for this software based video meeting. As Videxio is a network based communication application, a successful deployment requires certain network settings. The "Videxio Firewall Rules Doc V1" should be referenced for proper port and firewall settings. The document references both software deployments and hardware deployments (such as Polycom bridging). This install uses only software deployments.

Touch Panel Layout

Start Up Screen

The Start Up Screen shall have a button allowing the user to turn the system on. This shall power on the two main displays, unmute the microphone, take the camera out of privacy mode, and set a default route of the desktop PC outputs to the monitors. Program audio will unmute but the audio level will stay as was previously set.

Main Screen

The main screen shall have different zones of buttons. A top, bottom, left and right zone with a display area in the center.

Top Zone: The top zone shall have a horizontal logo for the city.

The Left Zone shall show the video sources. Wireless Video, Room PC, Laptop 1, and Laptop 2. To show a source on a display simply select the source. At the bottom of the Left Zone, a "Display Control" button will make a pop up screen appear in the center zone giving manual control of the display power.

The Right Zone shall show buttons for up and down volume along with a mute button. A volume gauge shall show the current volume level.

Below the volume controls there shall be a button for audio conferencing. This shall show a pop up in the center zone showing a numeric dialing pad with the 12 standard phone buttons, an off hook button (dial button), and on hook button (hang up), and a microphone mute button (privacy mute). Additionally, there shall be volume control buttons for the incoming audio and a mute for the incoming audio. At the top above the numbers shall be a text box showing the dialed number with a backspace key for any dialing corrections needed.

Below the audio conferencing button shall be a video conferencing button to open a new pop up in the center zone. There shall be three preset buttons to record and recall camera presets. To store a preset, hold down the preset button for 3 seconds. A directional navigation pad shall be on the screen to "steer" the camera up, down, left and right and home. Two buttons shall provide zoom in and out. A focus section shall have buttons for focus in, out, auto and manual focus. A volume control shall provide volume for the USB audio. "Content" for a software based video platform is the computer used to make the call or is participating in the call. No other video sources can be routed to the video call. For example, the Mersive wireless video can not be used as content in a video call.

The Bottom zone shall show the current date and time along with a button to power down the system. On power down, the displays shall turn off, the system shall go into privacy mode (mic mute), and the cameras shall recall a preset to go to privacy mode.

Network Switch

Camera Corner shall provide a network switch in the rack to be connected to the building network.

Requirements of Others

The City of Sheboygan shall review the Mersive Solstice Network Deployment Guide and SDS deployment guide and provide the necessary network configurations to properly implement the devices on the network. As they guide provide options for different network setups and security requirements, the City shall communicate to Camera Corner the desired method of deployment.

Voip: Phone extension, user name, user password, IP address for VOIP server

Power at the display locations as per CCCP drawings located in the PAC527/PAC525 boxes. Rough ins for boxes as per the CCCP drawings for the rear camera and spectrum desk.

Use of the CCCP provided FSR floor poke through for wiring from the AV rack to the table location.

Provide power, box and conduit at the rack location as shown in the drawings.

Two network drops at the rack per drawings.

IP address scheme for AV equipment on the same subnet. This room requires 12 IP addresses.

Videxio requires and understanding of the deployment guide and the necessary firewall ports that need to be open and managed.

Camera Corner shall provide wall boxes and floor boxes as required for this room. These boxes are installed by others.

304 Staff Lounge

General Room Information

The room is a third floor room used as a staff lounge with a single display.

Sources

The video system shall have sources for the video displays. The sources shall be a cable TV tuner provided by the City of Sheboygan. Wiring to the cable box from the cable server entrance shall be by others.

A Mersive Solstice Pod shall provide a wireless video connection to the video system. This shall require network coordination based on the white paper provided with this scope. The network LAN port shall connect to the wired network of the building. It shall be accessible to the staff WiFi of the building. The wireless antenna of the unit shall connect to the guest network. This shall provide access to the device from both staff and public while maintaining a secure separation between the networks. The device shall function appropriately when the network is set up to allow the proper ports to have access to the

network. These ports are listed in the Network Deployment Guide. Additionally, the Network Deployment Guide lists configurations depending on the network structure to allow device discovery. The SDS method is recommended and requires a windows computer to act as the Mersive system "server". This windows computer or VM shall be provided by the City of Sheboygan. See the "SDS guide" for more information.

Displays

A Sharp display shall be mounted to the walls of the room per the elevation and plan views in the drawings set. The 60" display shall have a standard quad power installed behind the display and a low voltage rough in stubbed above the ceiling as per the AV drawings. Video shall route to the displays by an Extron XTP cable (CAT6A) for the display.

Switching

The video sources shall be selected using the same Extron Crosspoint 86 video switcher as used by room 305. The touch panel shall allow routing of the cable box and the Mersive to this display. The Mersive for this display is a separate unit from the Mersive used in 305. Audio from the left display shall route to the audio system and ceiling speakers in the room.

Touch Panel Layout

Start Up Screen

The Start Up Screen shall have a button allowing the user to turn the system on. This shall power on the main display, and set a default route of the Cable TV Tuner. Program audio will unmute but the audio level will stay as was previously set.

Main Screen

The main screen shall have different zones of buttons. A top, bottom, left and right zone with a display area in the center.

Top Zone: The top zone shall have a horizontal logo for the city.

The Left Zone shall show the video sources. Wireless Video and Cable TV. To show a source on a display simply select the source. At the bottom of the Left Zone, a "Display Control" button will make a pop up screen appear in the center zone giving manual control of the display power.

When Cable TV is selected as a source, a TV remote style number pad and navigation pad will show in the center zone. Basic remote features used on the remote such as Menu, Guide, and Enter shall be reflected on the touch panel layout.

The Right Zone shall show buttons for up and down volume along with a mute button. A volume gauge shall show the current volume level.

305 Staff Conference Room

General Room Information

The room is a third floor room used as a conference room using two displays, audio and video conferencing.

Sources

The video system shall have source for the video displays. The sources shall be a PC computer provided by the City of Sheboygan with an HDMI output.

A Mersive Solstice Pod shall provide a wireless video connection to the video system. This shall require network coordination based on the white paper provided with this scope. The network LAN port shall connect to the wired network of the building. It shall be accessible to the staff WiFi of the building. The wireless antenna of the unit shall connect to the guest network. This shall provide access to the device from both staff and public while maintaining a secure separation between the networks. The device shall function appropriately when the network is set up to allow the proper ports to have access to the network. These ports are listed in the Network Deployment Guide. Additionally, the Network Deployment Guide lists configurations depending on the network structure to allow device discovery. The SDS method is recommended and requires a windows computer to act as the Mersive system "server". This windows computer or VM shall be provided by the City of Sheboygan. See the "SDS guide" for more information.

At the conference table, two HDMI cables for laptop connections shall be provided. The table manufacturer shall provide a cable pathway from below the table, to the table top. Each laptop location shall also have a USB cable for connecting to the audio and camera in the room.

Displays

Two Sharp displays shall be mounted to the walls of the room per the elevation and plan views in the drawings set. The 80" displays shall have a Chief PAC527FCW wall box installed behind the display. Video shall route to the displays by an Extron XTP cable (CAT6A) for each display.

Switching

An Extron Crosspoint 86 video switcher shall route video to the various displays. The touch panel shall allow routing different sources to the different displays. Audio from the left display shall route to the audio system and ceiling speakers in the room.

Audio Conferencing

A Shure MXA910 ceiling microphone shall be located as per the plan view drawings in the ceiling grid. It shall connect audio to the audio processor in the rack via the network switch. Eight microphone zones shall be created with the microphone to focus the pick up pattern on the person speaking to reduce background noise on the call. These eight zones shall be set up for this specific room. The audio shall be connected to the VOIP phone system via a dedicated network jack on the audio processor (DSP). The city shall provide an extension with user name and password for this virtual phone in the room. Additionally, the city shall provide the IP address of the VOIP server for connection to the DSP. The touch panel shall have phone conferencing controls detailed below. Audio from the far side of the call shall come through the four ceiling speakers in the room.

Video Conferencing

One QSC HD video camera shall be installed in the room as per the plan drawings. The connection from the camera is a network connection to the audio DSP processor to provide a video and audio path to the PC and laptops in the room. The PC shall have a permanent connection via usb to the cameras and microphone. USB cables at the table shall provide a camera and audio feed to a guest laptop. The cameras and audio shall present themselves to the computers as a standard web cam appliance and a speakerphone.

A license of Videxio is provided to be installed on the dedicated PC. This provides a "VMR" or virtual meeting room tied to the conference room. This allows creation of virtual meetings that can be sent to participants. The QSC camera and audio system act as the camera and mic for this software based video meeting. As Videxio is a network based communication application, a successful deployment requires certain network settings. The "Videxio Firewall Rules Doc V1" should be referenced for proper port and firewall settings. The document references both software deployments and hardware deployments (such as Polycom bridging). This install uses only software deployments.

Touch Panel Layout

Start Up Screen

The Start Up Screen shall have a button allowing the user to turn the system on. This shall power on the two main displays, unmute the microphone, take the camera out of privacy mode, and set a default route of the desktop PC outputs to the monitors. Program audio will unmute but the audio level will stay as was previously set.

Main Screen

The main screen shall have different zones of buttons. A top, bottom, left and right zone with a display area in the center.

Top Zone: The top zone shall have the displays listed across the top. The button shall be "All Displays", "Left Front Monitor", and "Right Front Monitor". The "All Displays" button shall route video to the two front displays. When a display output is selected, the touch panel center zone shall show an icon to represent the currently selected source.

The Left Zone shall show the video sources. Wireless Video, Room PC, Laptop 1, and Laptop 2. To show a source on a display simply select the source. At the bottom of the Left Zone, a "Display Control" button will make a pop up screen appear in the center zone giving manual control of the display power.

The Right Zone shall show buttons for up and down volume along with a mute button. A volume gauge shall show the current volume level.

Below the volume controls there shall be a button for audio conferencing. This shall show a pop up in the center zone showing a numeric dialing pad with the 12 standard phone buttons, an off hook button (dial button), and on hook button (hang up), and a microphone mute button (privacy mute). Additionally, there shall be volume control buttons for the incoming audio and a mute for the incoming audio. At the top above the numbers shall be a text box showing the dialed number with a backspace key for any dialing corrections needed.

Below the audio conferencing button shall be a video conferencing button to open a new pop up in the center zone. There shall be three preset buttons to record and recall camera presets. To store a preset, hold down the preset button for 3 seconds. A directional navigation pad shall be on the screen to "steer" the camera up, down, left and right and home. Two buttons shall provide zoom in and out. A focus section shall have buttons for focus in, out, auto and manual focus. A volume control shall provide volume for the USB audio. "Content" for a software based video platform is the computer used to make the call or is participating in the call. No other video sources can be routed to the video call. For example, the Mersive wireless video can not be used as content in a video call.

The Bottom zone shall show the current date and time along with a button to power down the system. On power down, the displays shall turn off, the system shall go into privacy mode (mic mute), and the cameras shall recall a preset to go to privacy mode.

Network Switch

Camera Corner shall provide a network switch in the rack to be connected to the building network.

Requirements of Others

The City of Sheboygan shall review the Mersive Solstice Network Deployment Guide and SDS deployment guide and provide the necessary network configurations to properly implement the devices on the network. As they guide provide options for different network setups and security requirements, the City shall communicate to Camera Corner the desired method of deployment.

Voip: Phone extension, user name, user password, IP address for VOIP server

Power at the display locations as per CCCP drawings located in the PAC527/PAC525 boxes. Rough ins for boxes as per the CCCP drawings for the rear camera and spectrum desk.

Use of the CCCP provided FSR floor poke through for wiring from the AV rack to the table location.

Provide power, box and conduit at the rack location as shown in the drawings.

Two network drops at the rack per drawings.

IP address scheme for AV equipment on the same subnet. This room requires 12 IP addresses.

Videxio requires and understanding of the deployment guide and the necessary firewall ports that need to be open and managed.

Camera Corner shall provide wall boxes and floor boxes as required for this room. These boxes are installed by others.

311 Conference Room

General Room Information

This is a third floor room used as a conference room using a display, audio and video conferencing. Refer to the AV drawings to check placement of devices within the two rooms.

A Visix "E-Paper" room schedule panel shall be mounted outside the door per the plan view drawings at a height of 48".

Sources

The video system shall have source for the video displays. The sources shall be a PC computer provided by the City of Sheboygan with an HDMI output.

A Mersive Solstice Pod shall provide a wireless video connection to the video system. This shall require network coordination based on the white paper provided with this scope. The network LAN port shall connect to the wired network of the building. It shall be accessible to the staff WiFi of the building. The wireless antenna of the unit shall connect to the guest network. This shall provide access to the device from both staff and public while maintaining a secure separation between the networks. The device shall function appropriately when the network is set up to allow the proper ports to have access to the network. These ports are listed in the Network Deployment Guide. Additionally, the Network Deployment Guide lists configurations depending on the network structure to allow device discovery. The SDS method is recommended and requires a windows computer to act as the Mersive system "server". This windows computer or VM shall be provided by the City of Sheboygan. See the "SDS guide" for more information.

At the conference table, one HDMI cables for laptop connections shall be provided. The table manufacturer shall provide a cable pathway from below the table, to the table top. Each laptop location shall also have a USB cable for connecting to the audio conferencing in the room.

Displays

A Sharp display shall be mounted to the wall of the room per the elevation and plan views in the drawings set. The 70" display shall have a Chief PAC525FCW wall box installed behind the display. Video shall route to the display by an Extron XTP cable (CAT6A) for each display.

Switching

An Extron IN1068 video switcher shall route video to the display. Audio from the selected source shall route to the audio system and ceiling speakers in the room.

Audio Conferencing

A Shure MXA310 table microphone shall be located on the table. It shall connect audio to the audio processor in the rack via the network switch. Four microphone zones shall be created with the microphone to focus the pick up pattern on the person speaking to reduce background noise on the call. These four zones shall be set up for this specific room. The audio shall be connected to the VOIP phone system via a dedicated network jack on the audio processor (DSP). The city shall provide an extension with user name and password for this virtual phone in the room. Additionally, the city shall provide the IP address of the VOIP server for connection to the DSP. The touch panel shall have phone conferencing controls detailed below. Audio from the far side of the call shall come through the four ceiling speakers in the room.

Touch Panel Layout

Start Up Screen

The Start Up Screen shall have a button allowing the user to turn the system on. This shall power on the two main displays, unmute the microphone, take the camera out of privacy mode, and set a default route of the desktop PC outputs to the monitors. Program audio will unmute but the audio level will stay as was previously set.

Main Screen

The main screen shall have different zones of buttons. A top, bottom, left and right zone with a display area in the center.

Top Zone: The top zone shall have a horizontal logo for the city.

The Left Zone shall show the video sources. Wireless Video, Room PC, and Laptop 1. To show a source on a display simply select the source. At the bottom of the Left Zone, a "Display Control" button will make a pop up screen appear in the center zone giving manual control of the display power.

The Right Zone shall show buttons for up and down volume along with a mute button. A volume gauge shall show the current volume level.

Below the volume controls there shall be a button for audio conferencing. This shall show a pop up in the center zone showing a numeric dialing pad with the 12 standard phone buttons, an off hook button (dial button), and on hook button (hang up), and a microphone mute button (privacy mute). Additionally, there shall be volume control buttons for the incoming audio and a mute for the incoming audio. At the top above the numbers shall be a text box showing the dialed number with a backspace key for any dialing corrections needed.

The Bottom zone shall show the current date and time along with a button to power down the system. On power down, the displays shall turn off, the system shall go into privacy mode (mic mute), and the cameras shall recall a preset to go to privacy mode.

Network Switch

Camera Corner shall provide a network switch in the rack to be connected to the building network.

Requirements of Others

The City of Sheboygan shall review the Mersive Solstice Network Deployment Guide and SDS deployment guide and provide the necessary network configurations to properly implement the devices on the network. As they guide provide options for different network setups and security requirements, the City shall communicate to Camera Corner the desired method of deployment.

Voip: Phone extension, user name, user password, IP address for VOIP server

Power at the display locations as per CCCP drawings located in the PAC525 boxe. Rough ins for boxes as per the CCCP drawings for the rear camera and spectrum desk.

Use of the CCCP provided FSR floor poke through for wiring from the AV rack to the table location.

Provide power, box and conduit at the rack location as shown in the drawings.

Two network drops at the rack per drawings.

IP address scheme for AV equipment on the same subnet. This room requires 12 IP addresses.

Camera Corner shall provide wall boxes and floor boxes as required for this room. These boxes are installed by others.

City Council Chambers

General Room Information

This room is the council chamber for holding public and closed door meetings with video support, audio conferencing, video recording and video streaming. There are two video systems that are interlinked: a presentation video system for displays in the room, and a broadcast video system for recording and streaming

Sources for the Presentation Video System

The video system shall have source for the video displays. The sources shall be a PC computer provided by the City of Sheboygan with an HDMI output. A USB over CAT6 extension system shall provide keyboard and mouse control from the front council dais.

A Mersive Solstice Pod shall provide a wireless video connection to the video system. This shall require network coordination based on the white paper provided with this scope. The network LAN port shall connect to the wired network of the building. It shall be accessible to the staff WiFi of the building. The wireless antenna of the unit shall connect to the guest network. This shall provide access to the device from both staff and public while maintaining a secure separation between the networks. The device shall function appropriately when the network is set up to allow the proper ports to have access to the network. These ports are listed in the Network Deployment Guide. Additionally, the Network Deployment Guide lists configurations depending on the network structure to allow device discovery. The SDS method is recommended and requires a windows computer to act as the Mersive system "server". This windows computer or VM shall be provided by the City of Sheboygan. See the "SDS guide" for more information.

Three different locations shall have an HDMI laptop input available. The first location is at the Clerk/Mayor seating location. The second location is the Public Podium in the public seating area and the third is the Staff Podium near the staff seating.

The Broadcast video system shall provide an output to the Presentation video system so that depending on the mode of the room use, the camera video can be seen on the displays in the room.

Displays

Two Sharp PN-LE901 displays shall be mounted to the front wall of the room per the elevation and plan views in the drawings set. Each display shall have a Chief PAC527FCW wall box installed behind the display. Video shall route to the displays by an Extron XTP cable (CAT6A) for each display. One display shall have a video camera mounted to it. Both displays shall be mounted using heavy duty articulating arms.

Seven LG 22" monitors shall be installed at the council dais on Ergotron Neo-Flex adjustable stands. They shall be positioned with one display between each pair of chairs. These displays receive the same video feed as the two primary 90" displays.

Four additional LG 22" monitors with stands shall be located at the staff tables. They shall be positioned as above, one display per two chairs.

Switching

An Extron Crosspoint 86 video matrix shall route video to the various displays. More detail shall be listed below in the touch panel layout. The matrix routes the sources allowing one source to all displays in general use.

Broadcast Video System

Four Vaddio HD PTZ cameras shall be installed in the room. Two shall be installed at the rear of the public seating above the soffit area. One shall be mounted at a front display as referenced above. The fourth camera shall be mounted opposite the staff seating area.

Additionally, two HDMI inputs shall be installed as wall plates at the rear of the room. This allows additional owner furnished cameras to connect to the system. A converter box allowing SDI video to be converted to HDMI allows SDI cameras to be used with these wall plates.

All video cameras route to a Roland V-800HD MK II video switcher. In addition to the cameras, a seventh input is routed from the Presentation video system. This allows the direct capture of video from laptops and other presentation sources to the Broadcast system. Note that HDCP encrypted contend can not be displayed on the Broadcast video switcher, or recorded, or streamed. This is generally found to be Blu-Ray discs, and movies downloaded from sites like iTunes or Netflix. An Eighth input is routed from the output of the recorder to preview the recording layout

The output of the video mixer is sent to an LG 22" monitor at the video engineer desk. This monitor can be set for different output views (program, preview, etc), but will be set as MultiView for the sake of commissioning and testing. Multiview shows all the inputs in a windowed view at the same time.

The SDI output of the video mixer is routed to the second input on the Extron SMP351 recording and streaming device.

The Extron Streaming Device in default mode will capture the output of the video mixer as a single full screen feed. The operator has the ability to select multiple layouts on the video switcher such as picture in picture, keyed graphics, etc.

In a mode where there is no video operator, video switching functions will be automated by the control system. Details of the different modes and operation shall be listed under Touch Panel below.

In addition to the video mixer, the video engineer shall have a joystick controller that allows manual control of the cameras, and preset control of each camera as well. Note that camera presets are stored in the camera and are accessed by both the automated system and the joystick controller. If preset 1 is the Mayor for the automated system and the video engineer changes preset 1 to point at the Clerk, unmuting the Mayor's microphone in the automated system will now point the camera at the Clerk.

Audio System

The audio system shall use the Televic microphone system. Each delegate unit consists of a gooseneck microphone attached to a base containing a speaker. The base also includes request to speak buttons and headphone jacks. The system is a mix minus system meaning that each person can hear everyone else talking through their speaker, minus their own voice. This allows everyone to hear clearly with much lower risk of feedback or other issues. Each microphone station is connected is daisy chain

fashion using shielded CAT6 wiring. Each council member, each staff member, and each podium have Televic microphone units.

Two wireless handheld microphones shall be provided for general use in the room.

The microphone request to speak and request granted actions trigger camera presets to "home in" on the person talking for the automated video control. More information about the camera control in the automated system shall be listed under Touch Panel below.

The audio shall be processed using a QSC Core 510i audio DSP. It shall manage the microphone routing to additional speakers in the room. There shall be a speaker over the staff table to provide extra reinforcement of the audio from video sources. There shall be a small speaker near the video engineer and media table so that they can hear the proceedings as well. The DSP shall also provide audio to the media table. At the media table, two wall plates shall provide different types of connections for media to bring recorders. Each plate shall have an XLR microphone level, RCA, 1/8" stereo, and ¼" stereo outputs.

The primary speaker system shall be K-Array Anaconda flexible speakers mounted into the front of the council dais desk. These shall be used to cover the public seating area and shall be hidden behind a grill in the desk.

There shall also be three ceiling speakers mounted in the lobby just outside the council chamber. This shall be for overflow seating and can be turned on or off from the touch panel.

A hearing assistance transmitter shall provide bodypacks with ear speakers and neckloops for any members of the public who are hard of hearing. Audio from the system shall also connect to the video recording and streaming device.

The Televic system has software to customize settings of the system. This includes settings Camera Corner shall set up for general use. It shall also provide an interface for setting the names of each of the inputs so that the touch panel will show participant names, not just microphone numbers. The software (CoCon-Discussion) shall be installed either on the dedicated PC in the rack or the Clerk laptop.

Video Recording

An Extron SMP351 provides recording capabilities for the room. The unit has two inputs and any of the video sources can be routed to the unit. The system records to an internal hard drive which is accessible via an FTP client (provided by the city). Additionally, a front USB port allows simultaneous recording to a usb thumb drive. This allows the presenter to take the recording with them as soon as the session is finished and preserves a backup on the recorder. Audio is captured from the microphone system in the room. For streaming, the City shall provide the streaming address to use (usually from sites such as YouTube, Facebook Live, Livestream, etc) which Camera Corner shall load into the unit. Streaming and recording shall be triggered from the touch panel.

Touch Panel Layout - Clerk

Start Up Screen

The Start Up Screen shall have a button allowing the user to turn the system on. This shall power on the two main displays and the desk displays, take the camera out of privacy mode, and set a default route of

the desktop PC output to the monitors. Program audio will unmute but the audio level will stay as was previously set.

Main Screen

The main screen shall have different zones of buttons.

Top Half: The top zone shall show the main council seating area with an icon representing each microphone with a text box for the person's name. By default all microphones are muted. Selecting a microphone unmutes the microphone and recalls a camera preset to zoom in on the person speaking.

A second set of icons shall represent the 8 microphones for the staff. The microphones muting shall function the same as the council seating area. Two lecterns shall be represented, one for the staff and one for the public lecterns.

Two handheld wireless mics shall be provided and shall have mute buttons. Camera action shall be a wide shot of the front of the room when the wireless mics are unmuted.

When no microphone is selected or more than one microphone, a wide shot of the council dais shall be used. The camera has a field of view of 72 degrees. In this scenario, the wide shot of the city council would show 9 seats, centered on the mayor.

Bottom Half

A preview screen shall show the video sources available when selecting button below the preview screen. Sources shall be the desktop PC, laptops at the Clerk, public lectern, and staff lectern, and Mersive wireless presentation device. Selecting one of these sources shall show it on the preview screen. A "Send Live" button shall route the source to the room displays and override the Camera video. By default, the desktop PC shall be the default source and shall be live when the system is started. A "Clear" button shall clear the video sources showing the Cameras on the screens again.

A volume and mute control shall be available for the video sources.

For video recording, a set of buttons shall be made available. Two buttons, Manual and Automatic, shall convert the system from a manual operator controlled system to the automatic camera system detailed above (trigger by mic mutes). A record, pause, resume, and stop button shall be made available to control the recording on the SMP 351. When the system is recording, a visible "Live Recording" notification shall show in red. If the recording is paused, the graphic shall show "Recording Paused". In the automatic camera system mode, the video recorder shall only record a full screen image that matches what is shown on the room displays. In Manual Mode the video system operator will have more detailed control of the system.

Staff names shall be input into the Televic system using the Televic software which shall be loaded on the desktop PC in the AV rack, accessible by keyboard and mouse from the clerk station.

There shall be a button to adjust the microphone volume of the Televic mics as a group. This limited volume control shall prevent the audio balance from getting changed to a point where the system is out of balance. Next to these buttons shall be a button to mute the audio of the speakers in the lobby outside the conference room. By default, these speakers are muted.

There shall be an "Audio Conference" button. This shall show a pop up showing a numeric dialing pad with the 12 standard phone buttons, an off hook button (dial button), and on hook button (hang up), and a microphone mute button (privacy mute). Additionally there shall be volume control buttons for the incoming audio and a mute for the incoming audio. At the top above the numbers shall be a text box showing the dialed number with a backspace key for any dialing corrections needed.

The Bottom zone shall show the current date and time along with a button to power down the system. On power down, the displays shall turn off, the system shall go into privacy mode (mic mute), and the cameras shall recall a preset to go to privacy mode.

Video Operator Touch Panel

The video operator shall have a touch panel. This touch panel shall show a "system is off" page until the main system is turned on. Once the system is on, the panel shall duplicate the recording control buttons and indicators like on the main panel. The currently selected video source shall be routed to the broadcast video switcher. Layouts such as picture in picture and side by side shall be composited by the video director using the broadcast video switcher. The touch panel shall show the source buttons for the presentation video sources. Since the manual video system operation is dependent on the video director, the output of the broadcast video switch shall be shown on all the displays in the room. This allows either the Clerk or video director to select a source. However, the video director has manual control of what is viewed on the screens. The "Send Live" and "Clear" buttons shall be disabled in manual operator mode.

Network Switch

Camera Corner shall provide a network switch in the teaching desk to be connected to the building network.

Requirements of Others

The City of Sheboygan shall review the Mersive Solstice Network Deployment Guide and SDS deployment guide and provide the necessary network configurations to properly implement the devices on the network. As they guide provide options for different network setups and security requirements, the City shall communicate to Camera Corner the desired method of deployment.

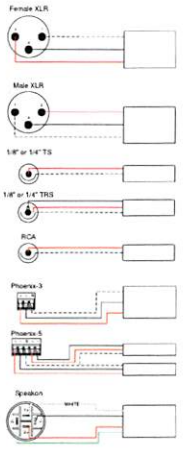
Voip: Phone extension, user name, user password, IP address for VOIP server

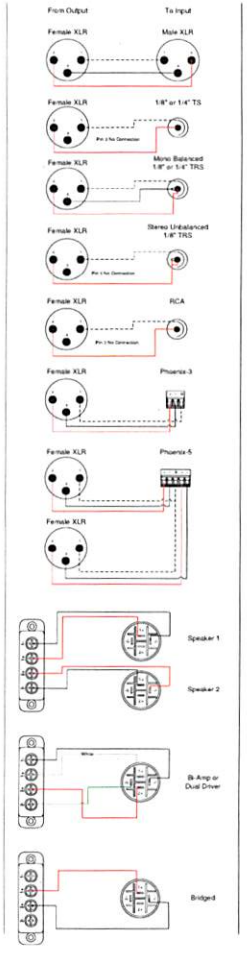
Power at the display locations as per CCCP drawings located in the PAC527 box. Rough ins for boxes as per the CCCP drawings for the rear camera and spectrum desk.

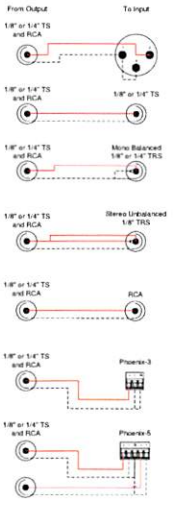
Two network drops at the teaching desk per drawings.

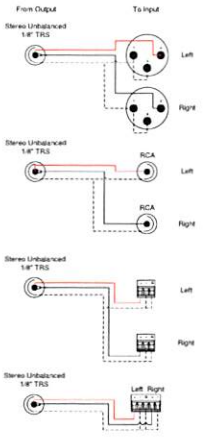
IP address scheme for AV equipment on the same subnet. This room requires 15 IP addresses.

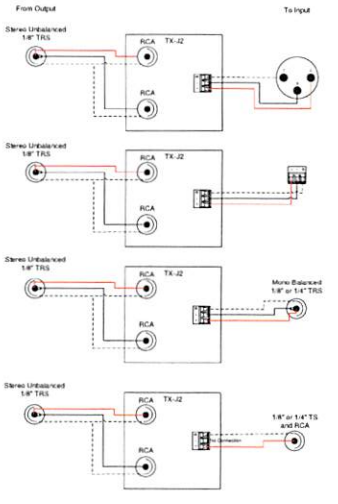
AES67 is a multicast protocol that requires the network to provide IGMP snooping and a querier. City of Sheboygan shall provide a network configuration that supports IGMP and a querier. CCCP shall configure the network switches installed in AV racks to the settings provided by the City











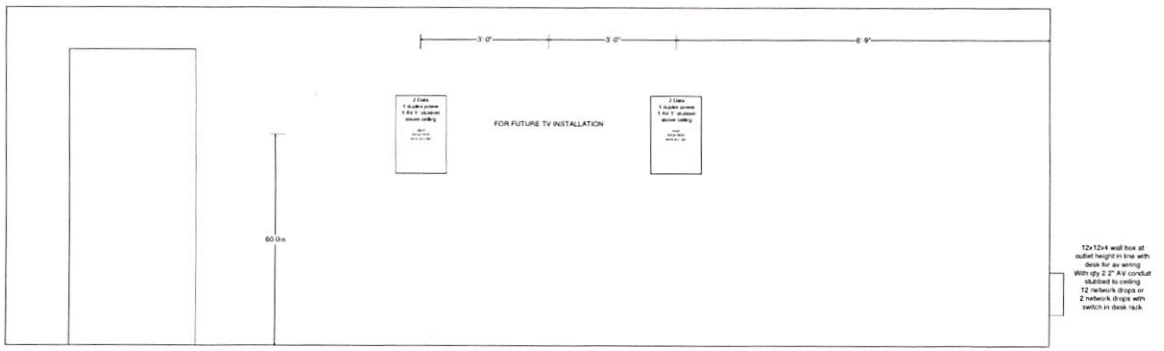
CAMERA CORNER CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

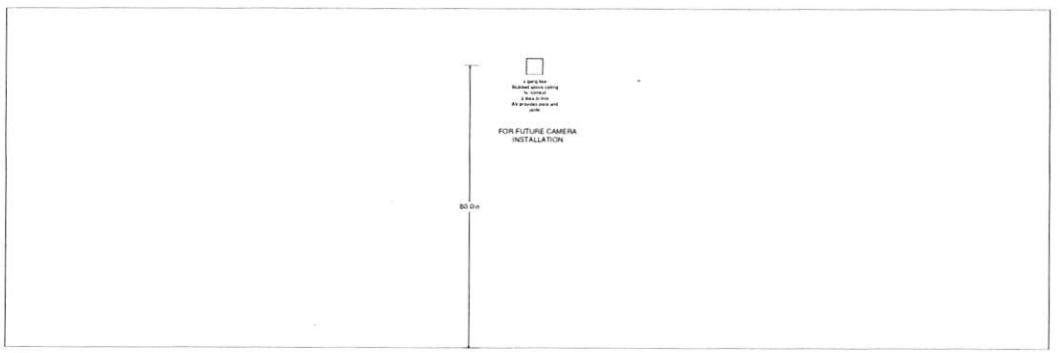
Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

Connection Schedule



017 Training North Wall Elevation



017 Training South Wall Elevation

CAMERA CORNER
CONNECTING POINT

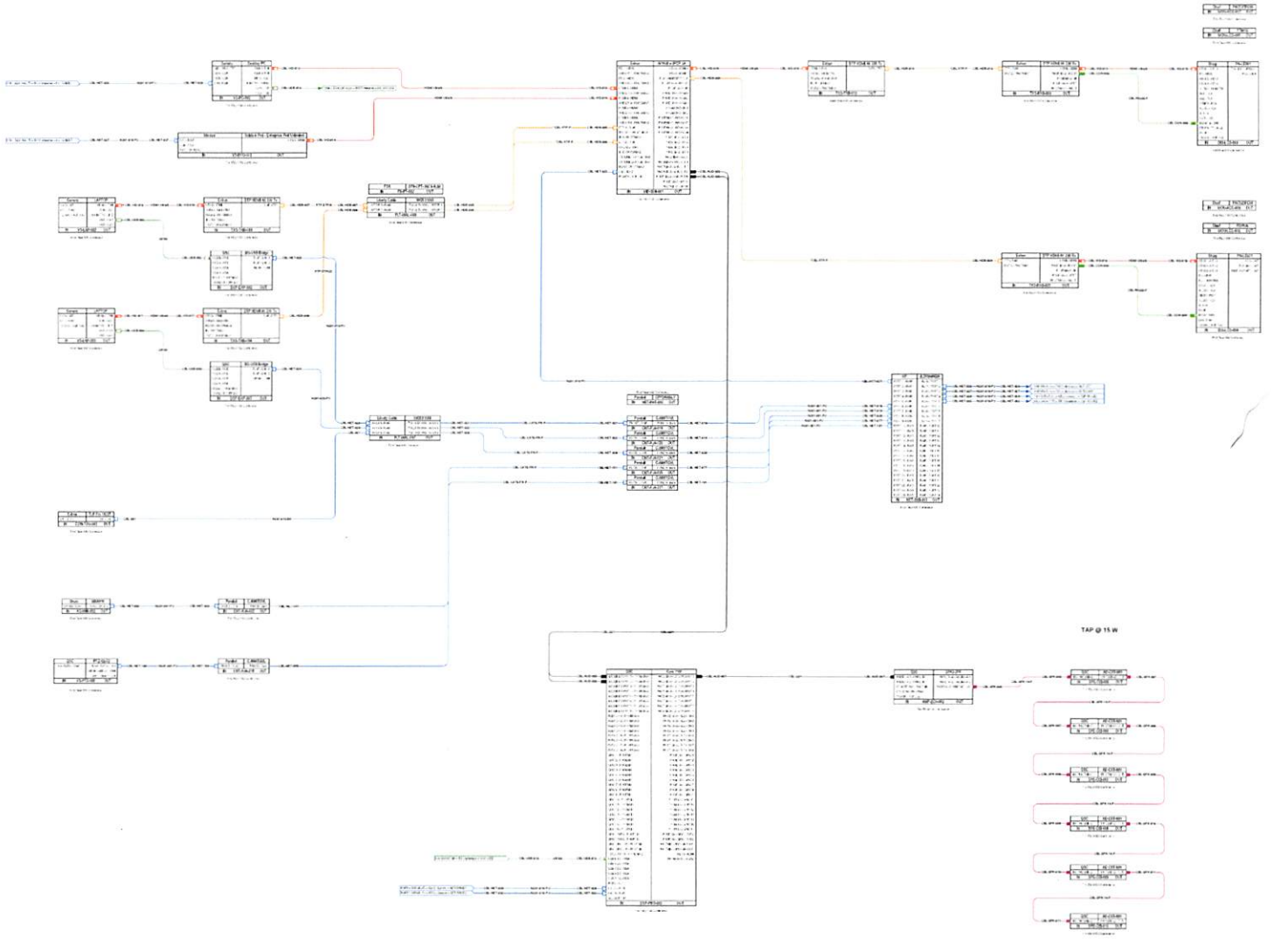
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 1" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

017 Elevation



CAMERA CORNER
CONNECTING POINT

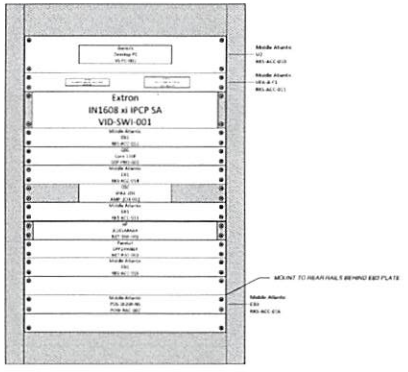
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 1/2" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

106 Conference



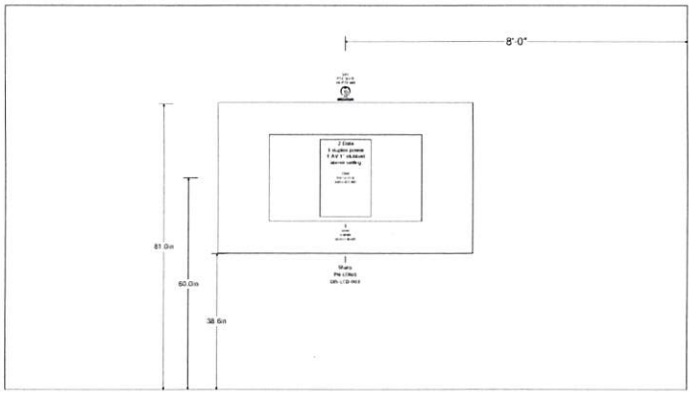
CAMERA CORNER CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

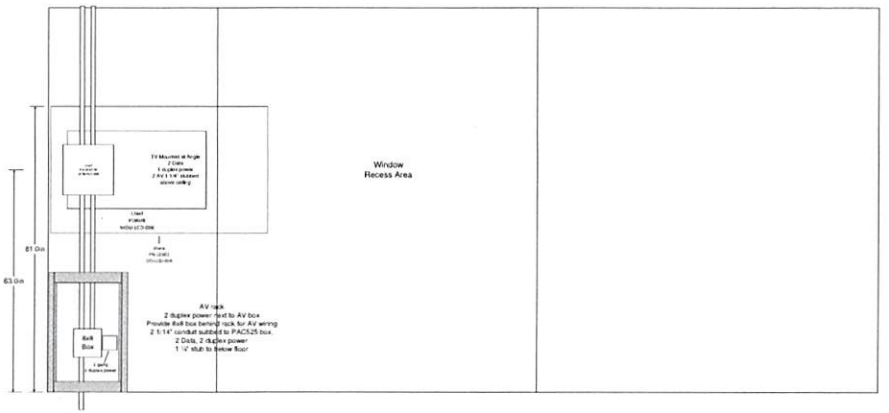
Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

106 Rack Elevation



106 Conference West Elevation



106 Conference South Elevation

CAMERA CORNER
CONNECTING POINT

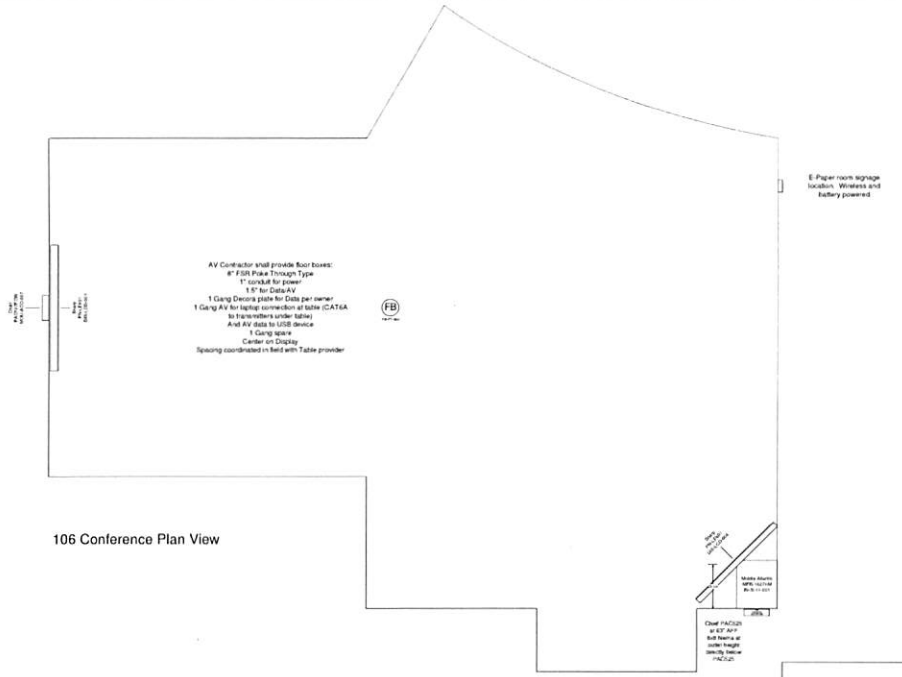
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 1" = 1'-0"

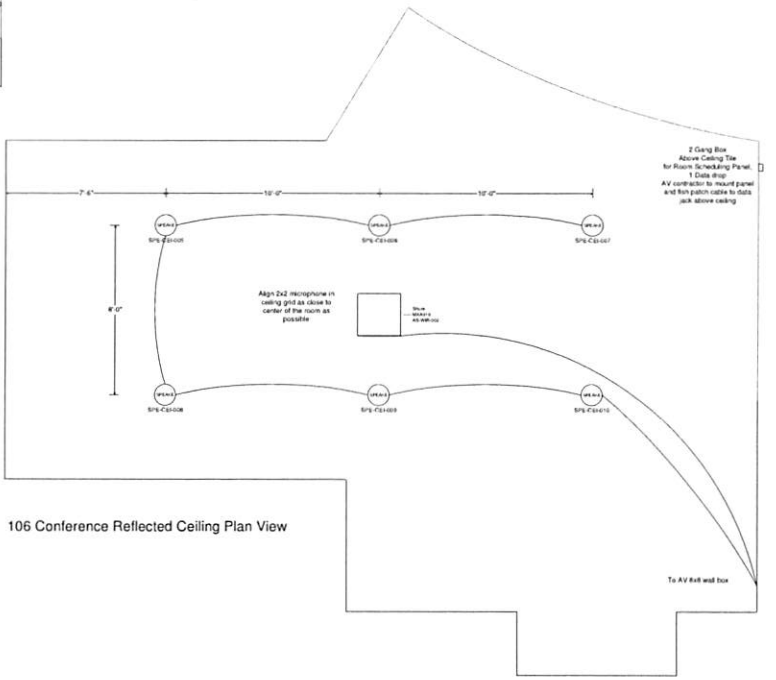
Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

106 Elevation



106 Conference Plan View



106 Conference Reflected Ceiling Plan View

CAMERA CORNER
CONNECTING POINT

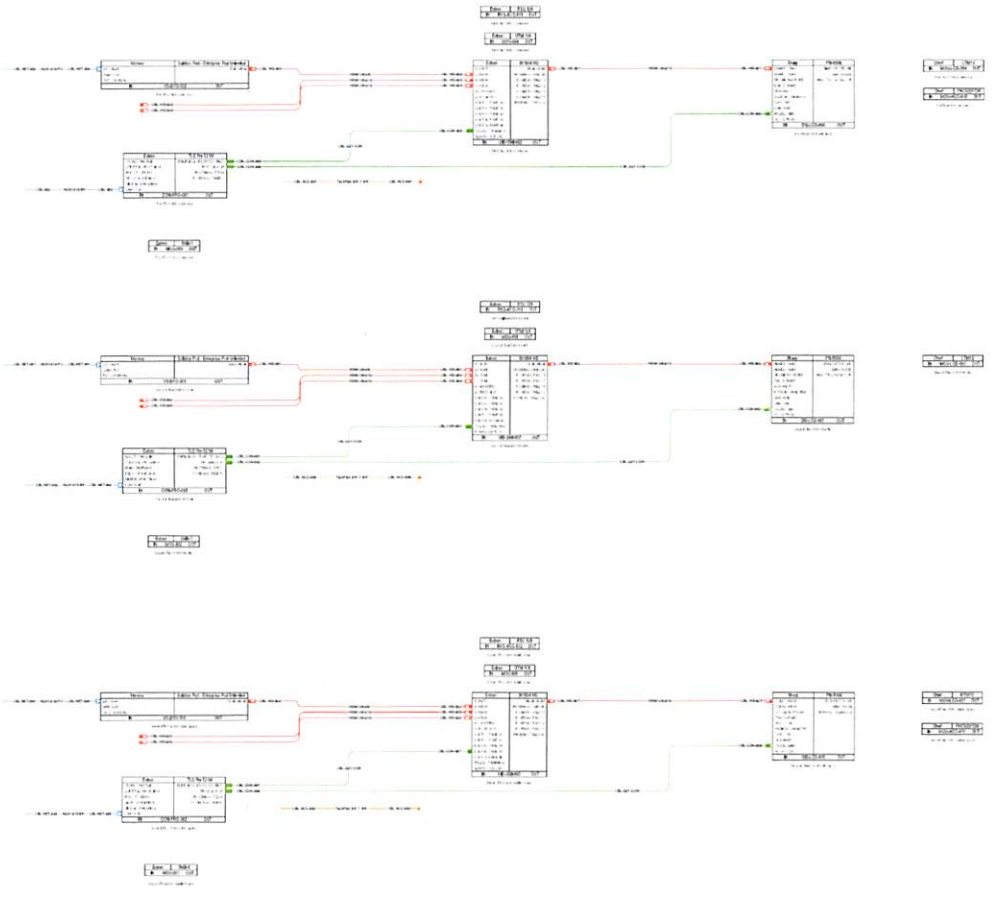
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 1/2" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

106 Plan View



CAMERA CORNER CONNECTING POINT

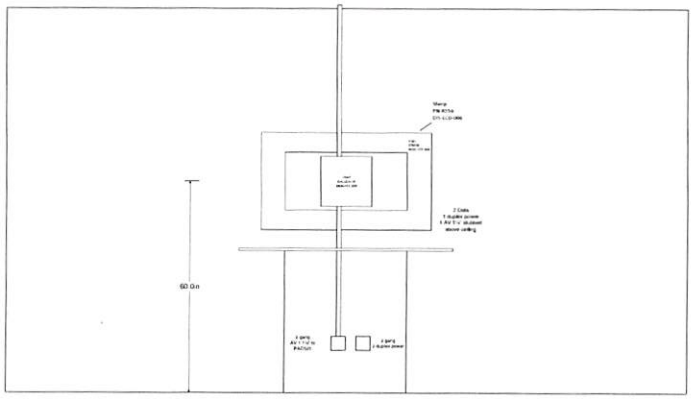
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 1/2" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

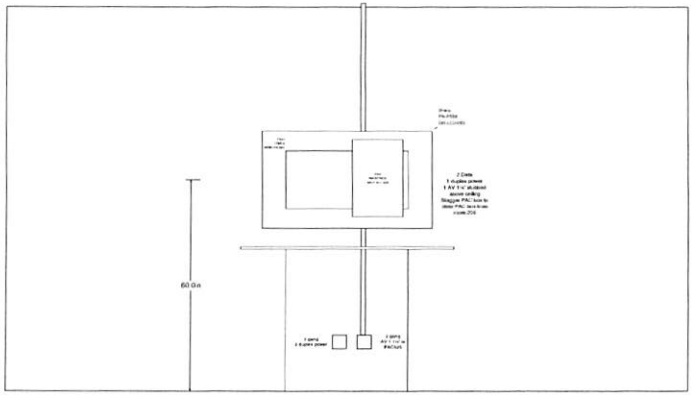
Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

109/206/209 Huddle



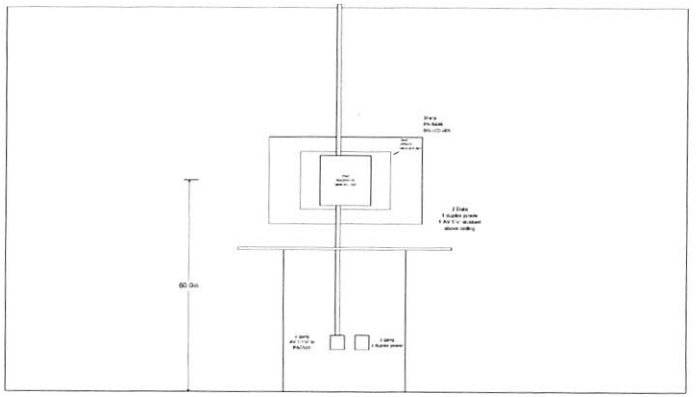
109 Huddle Room East Elevation

E-Paper Room Panel
outside of door



206X Huddle Room South East Elevation

2 E-Paper Room
Panel outside of door



209 Huddle Room West Elevation

E-Paper Room Panel
outside of door

CAMERA CORNER
CONNECTING POINT

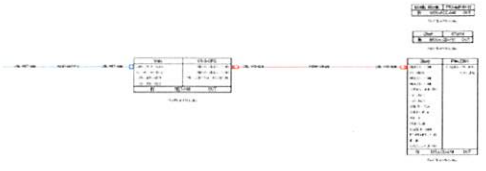
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 1" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

109/206/209 Elevation



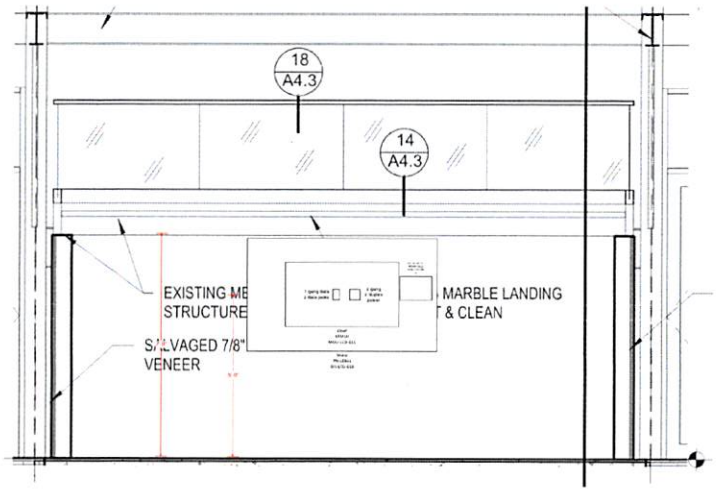
CAMERA CORNER
CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

119 Digital Signage



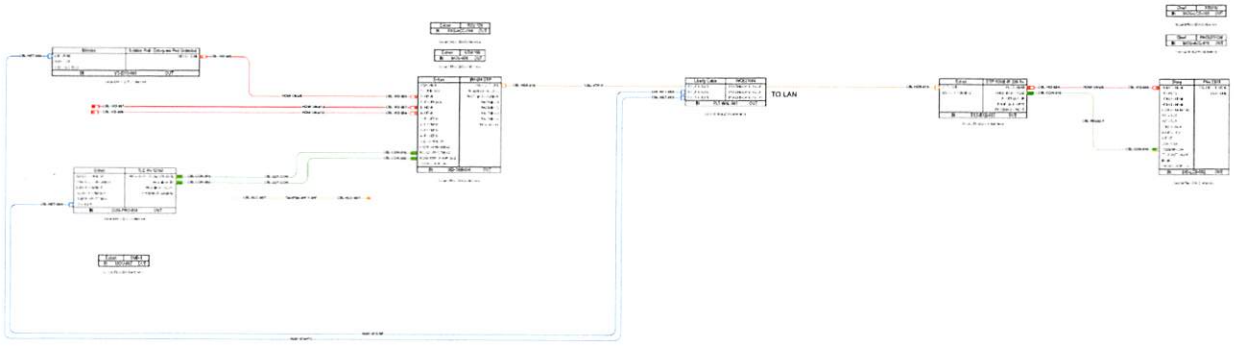
CAMERA CORNER
CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

119 Lobby



CAMERA CORNER
CONNECTING POINT

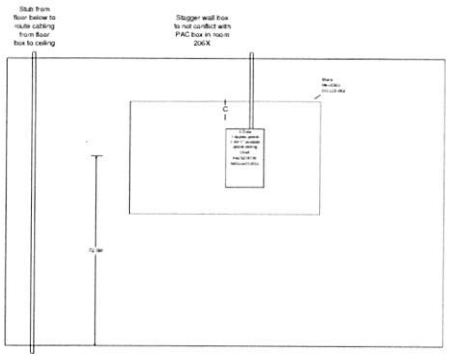
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 1/2" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

206 Conference



206 Northwest Elevation

CAMERA CORNER CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

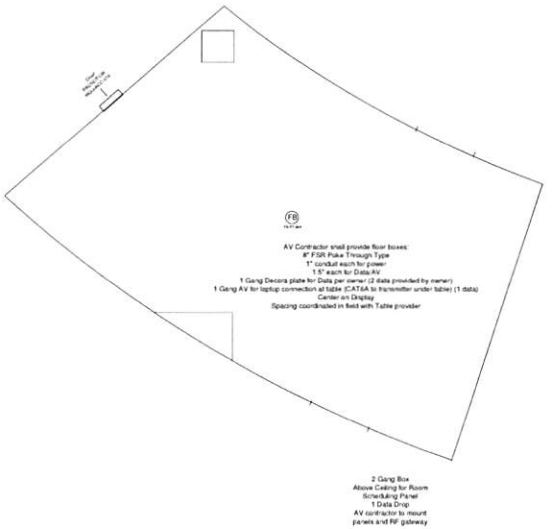
Scale: 3/4" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

206 Elevation

206 Conference Floor Plan

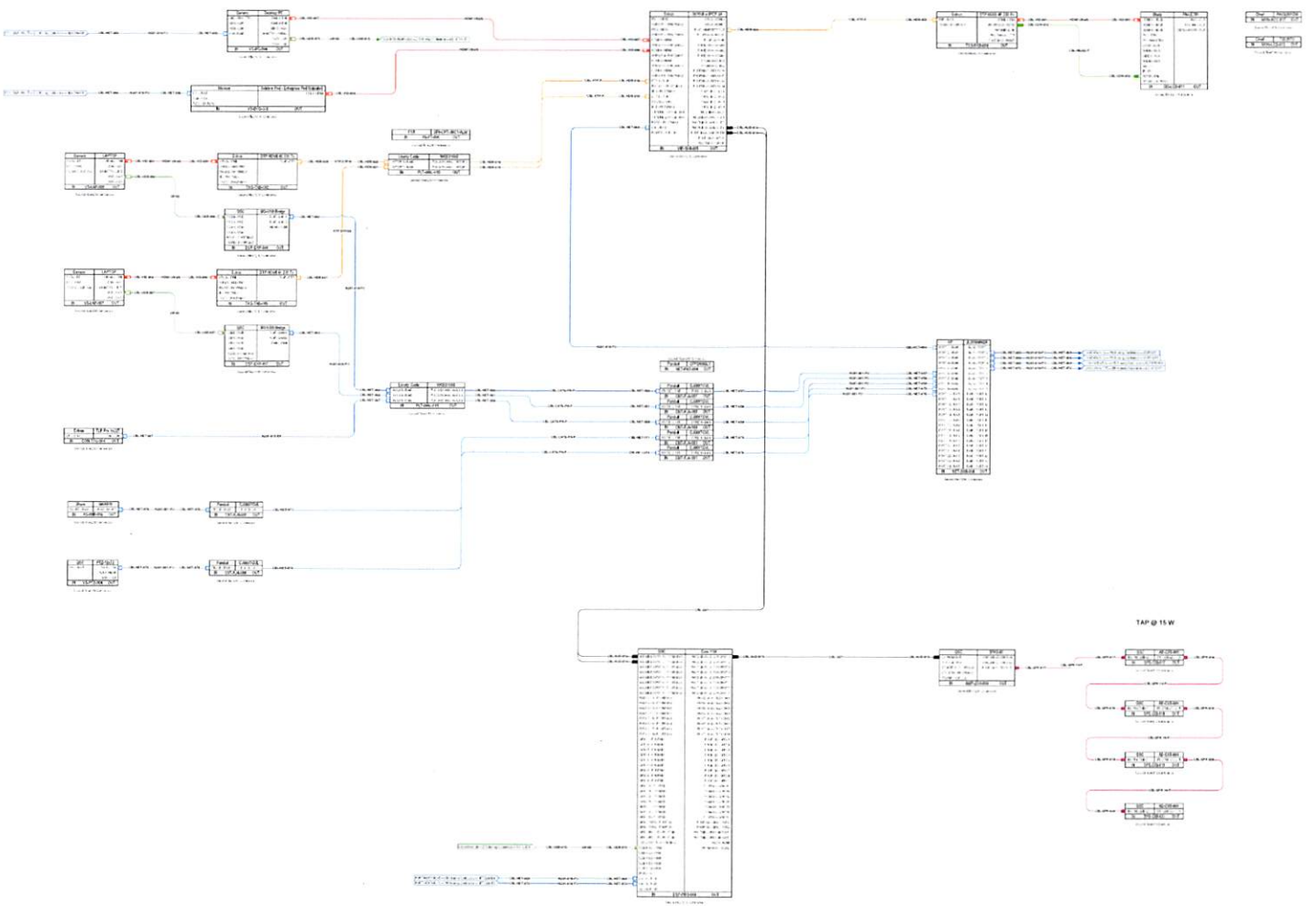


Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

206 Plan View



CAMERA CORNER
CONNECTING POINT

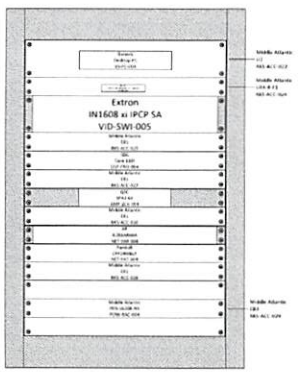
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 1/2" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

216 Attorney Conference



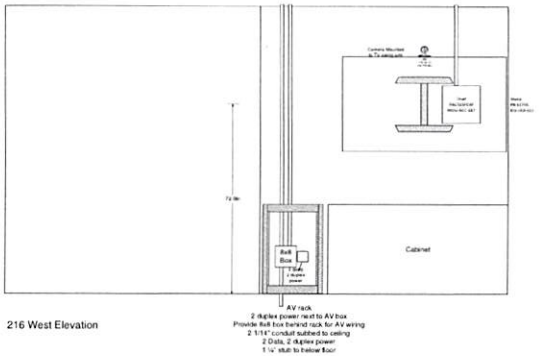
CAMERA CORNER CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

216 Rack Elevation



216 West Elevation

CAMERA CORNER
CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

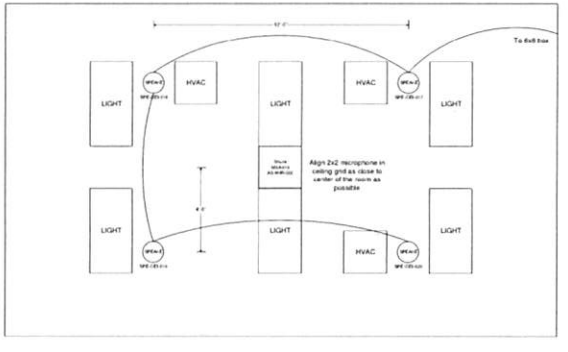
Scale: 3/4" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

216 Elevation

216 Plan View



216 Reflected Ceiling Plan

CAMERA CORNER
CONNECTING POINT

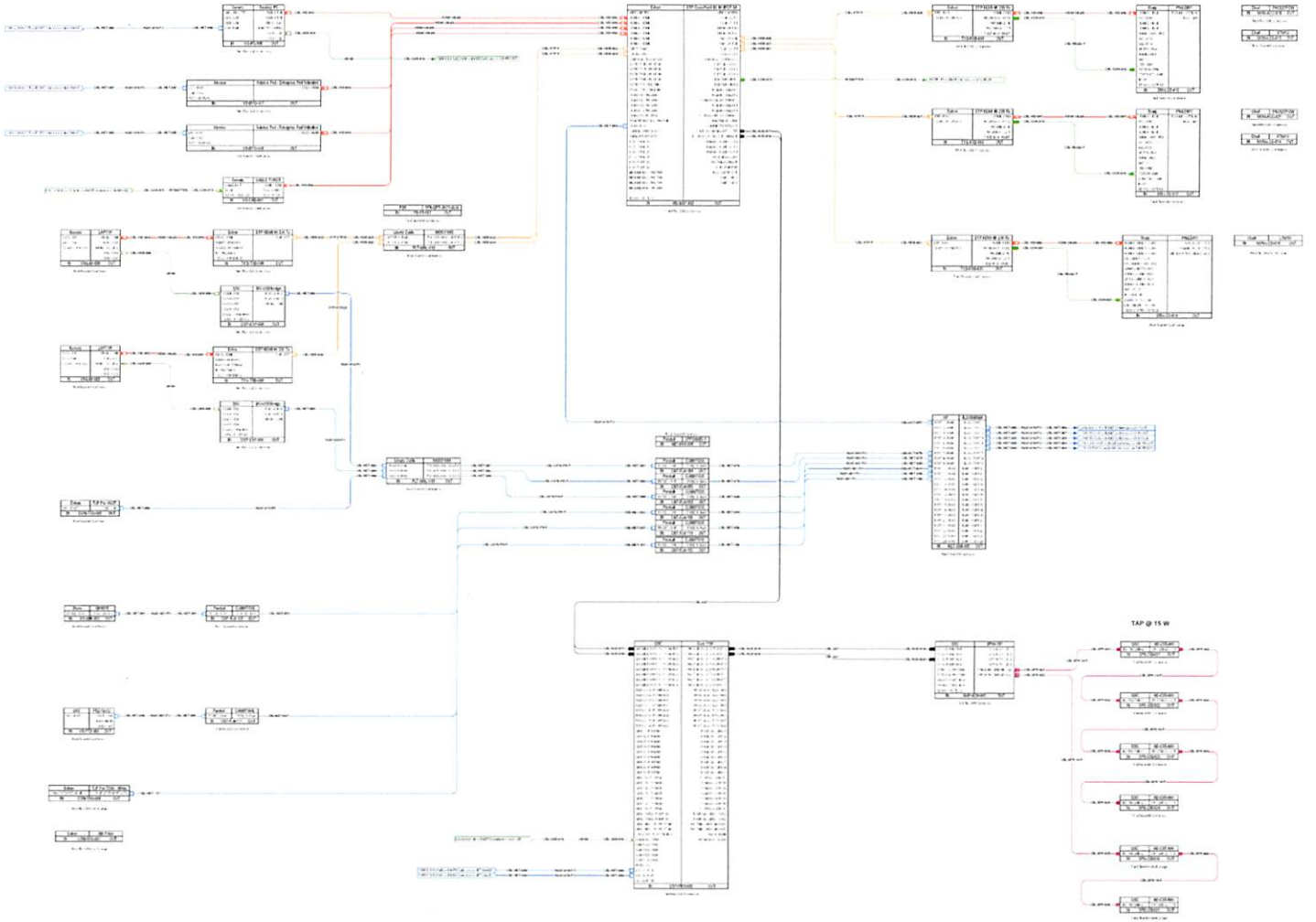
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 1/2" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

216 Plan View



CAMERA CORNER
CONNECTING POINT

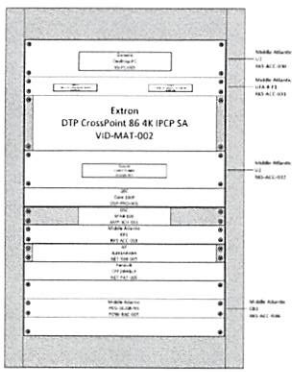
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 1/2" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

304/305 Conference



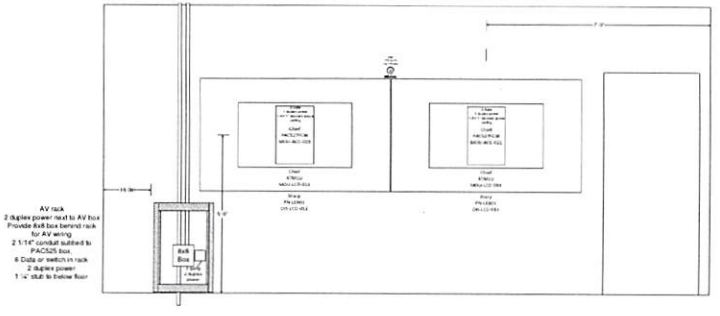
CAMERA CORNER CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

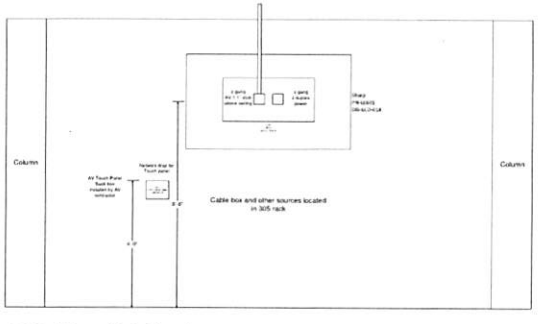
Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

305 Rack Elevation



305 Conference East Elevation



304 Staff Room North Elevation

CAMERA CORNER
CONNECTING POINT

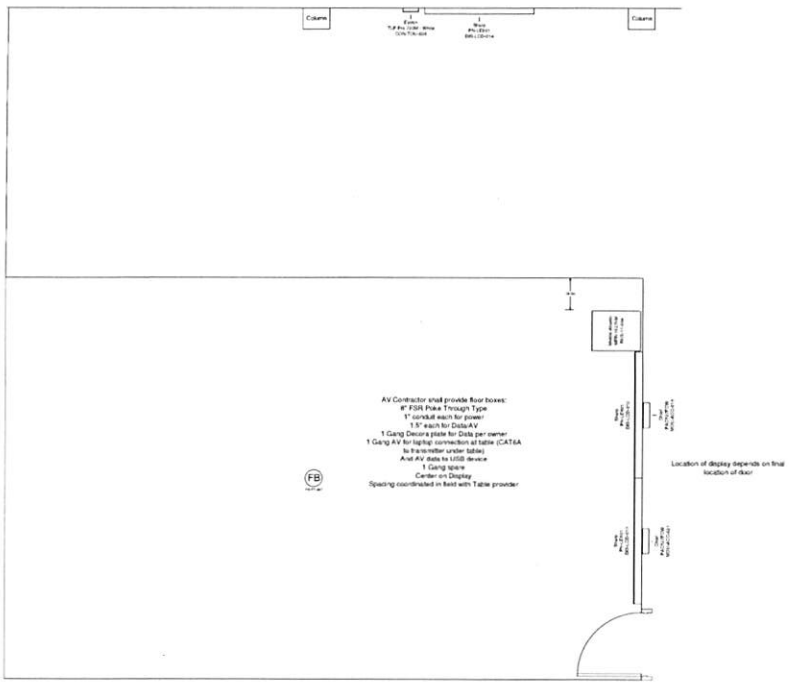
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 3/4" = 1'-0"

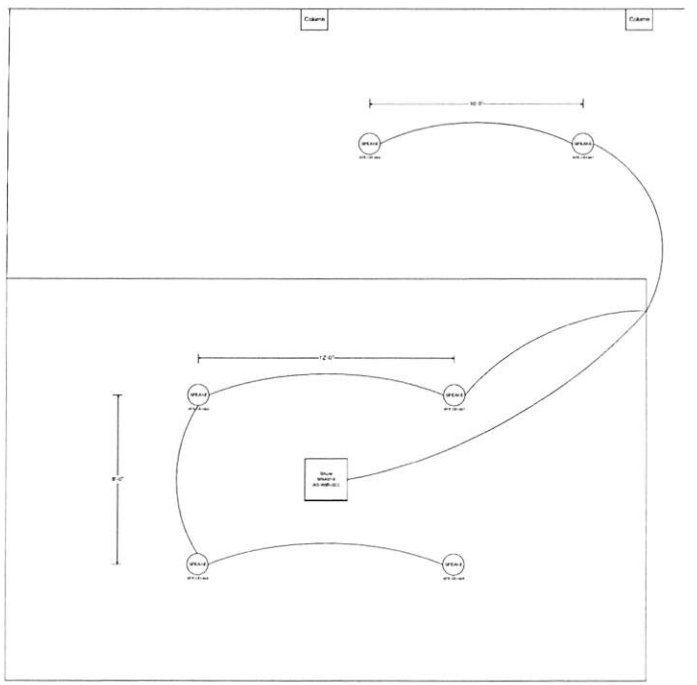
Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

304/305 Elevation



305 Plan View



305 Reflected Ceiling Plan

CAMERA CORNER
CONNECTING POINT

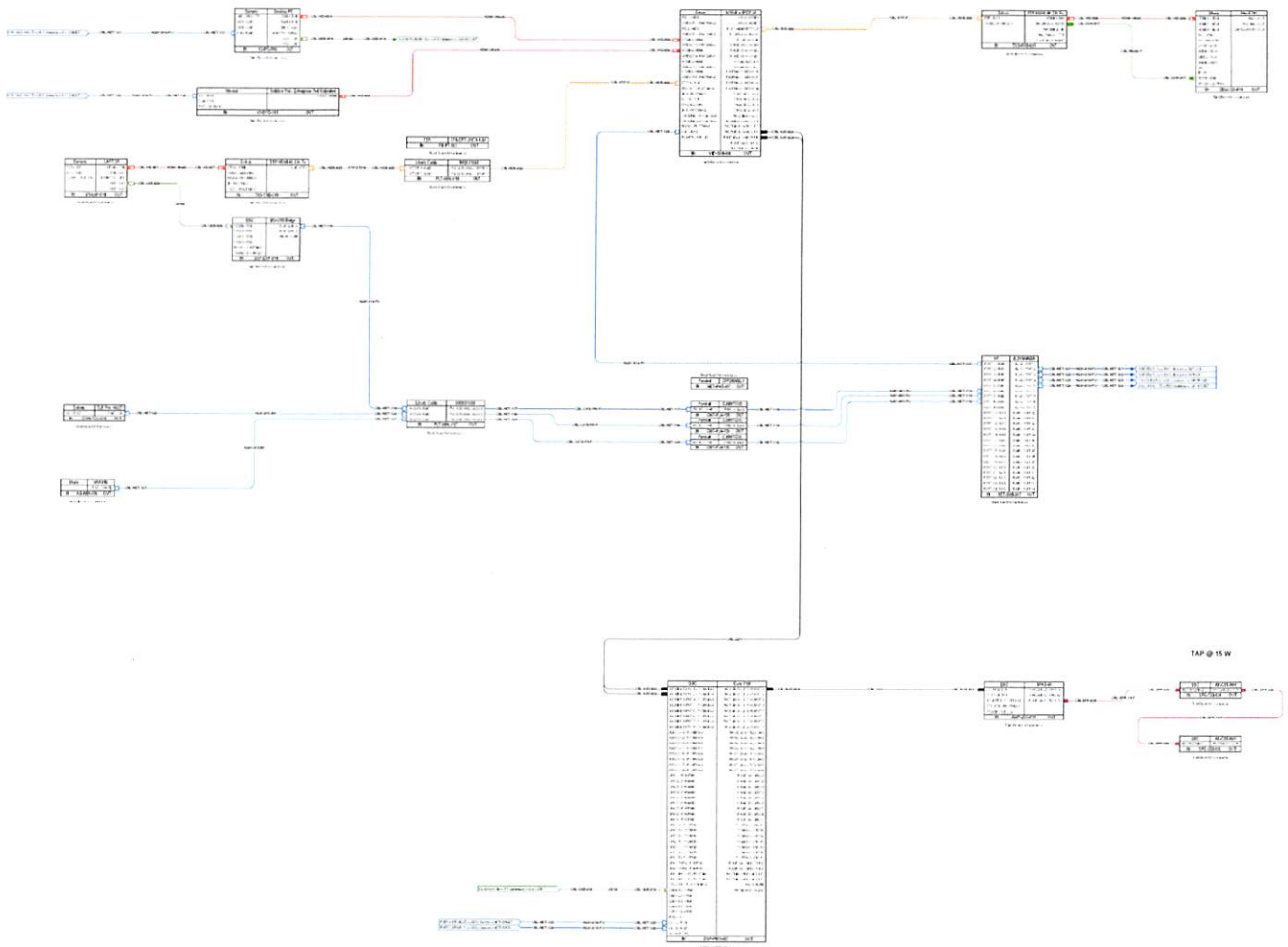
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 1/2" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

305 Plan View



CAMERA CORNER
CONNECTING POINT

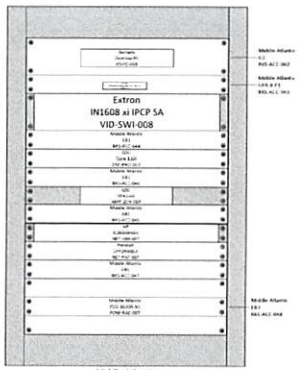
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 1/2" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

313 Conference



Middle Atlantic
MFR-1627KM
RK5-11-006

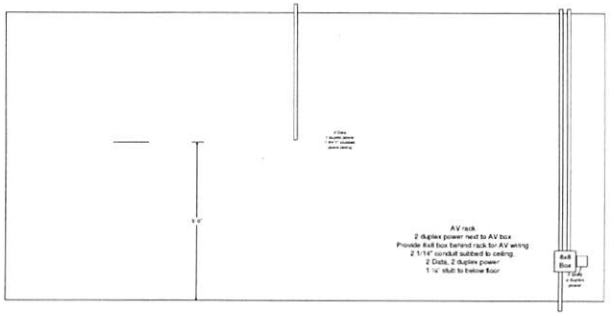
CAMERA CORNER
CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

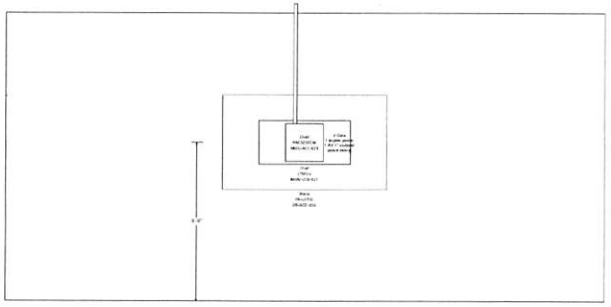
Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

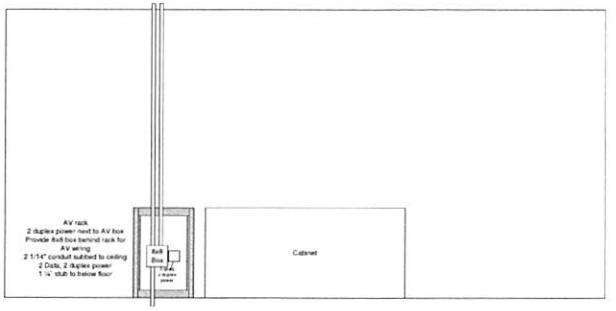
309/313 Rack Elevation



309 West Elevation



313 East Elevation



313 West Elevation

CAMERA CORNER
CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

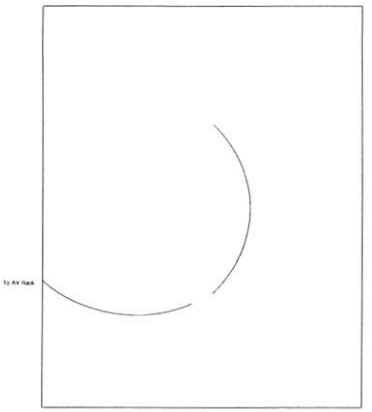
Scale: 3/4" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

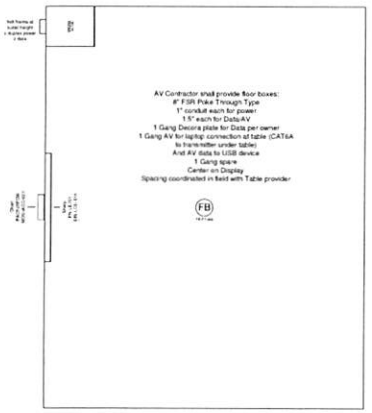
Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

309/313 Elevation

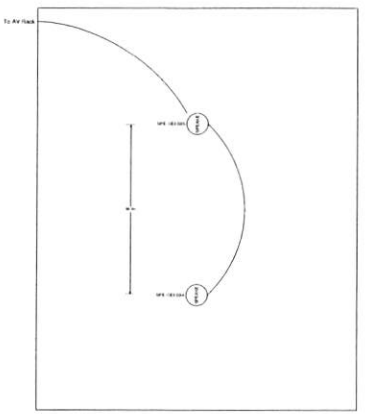
309 Plan View



309 Reflected Ceiling Plan



313 Plan View



313 Reflected Ceiling Plan

CAMERA CORNER
CONNECTING POINT

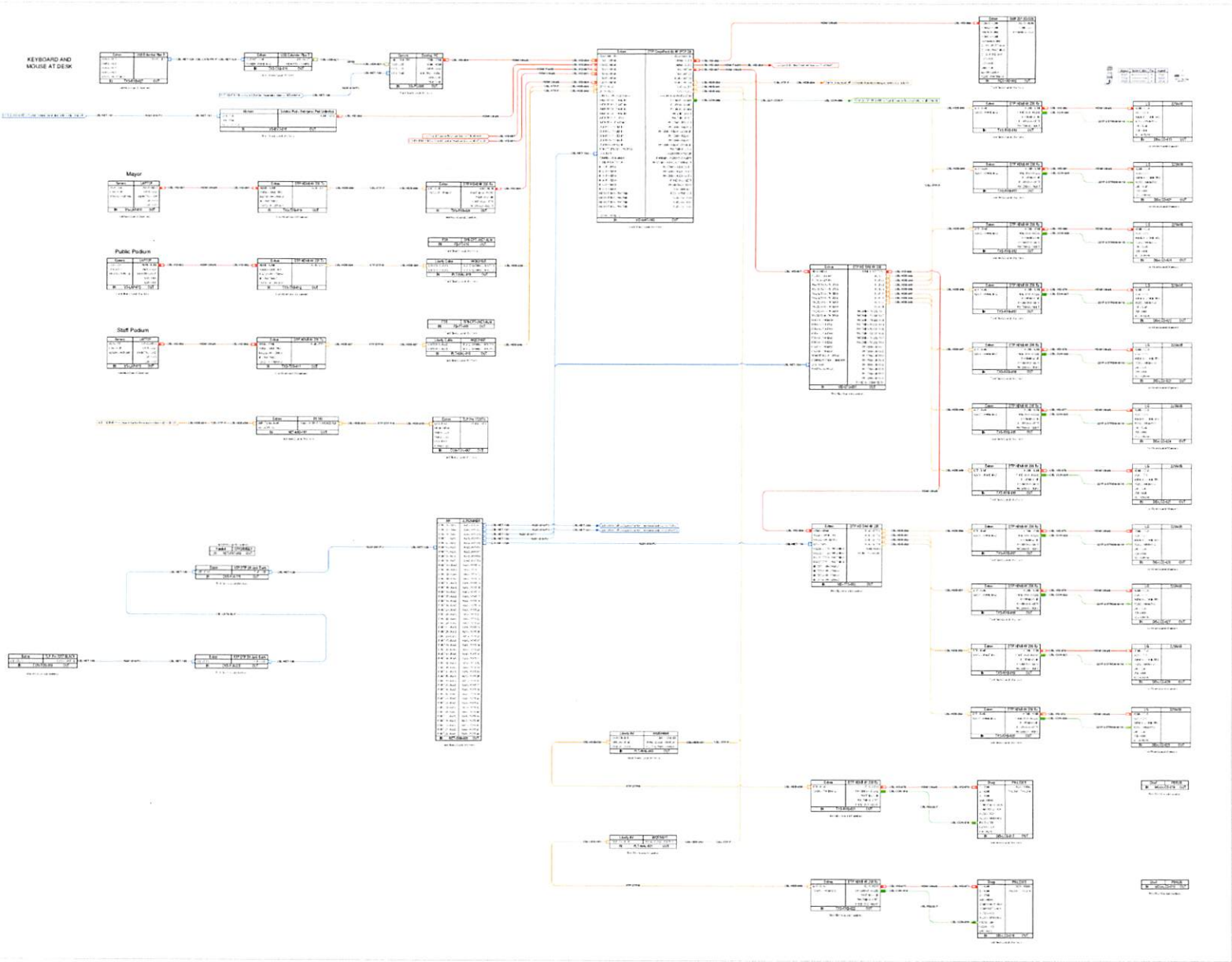
Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Scale: 1/2" = 1'-0"

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

309/313 Plan View

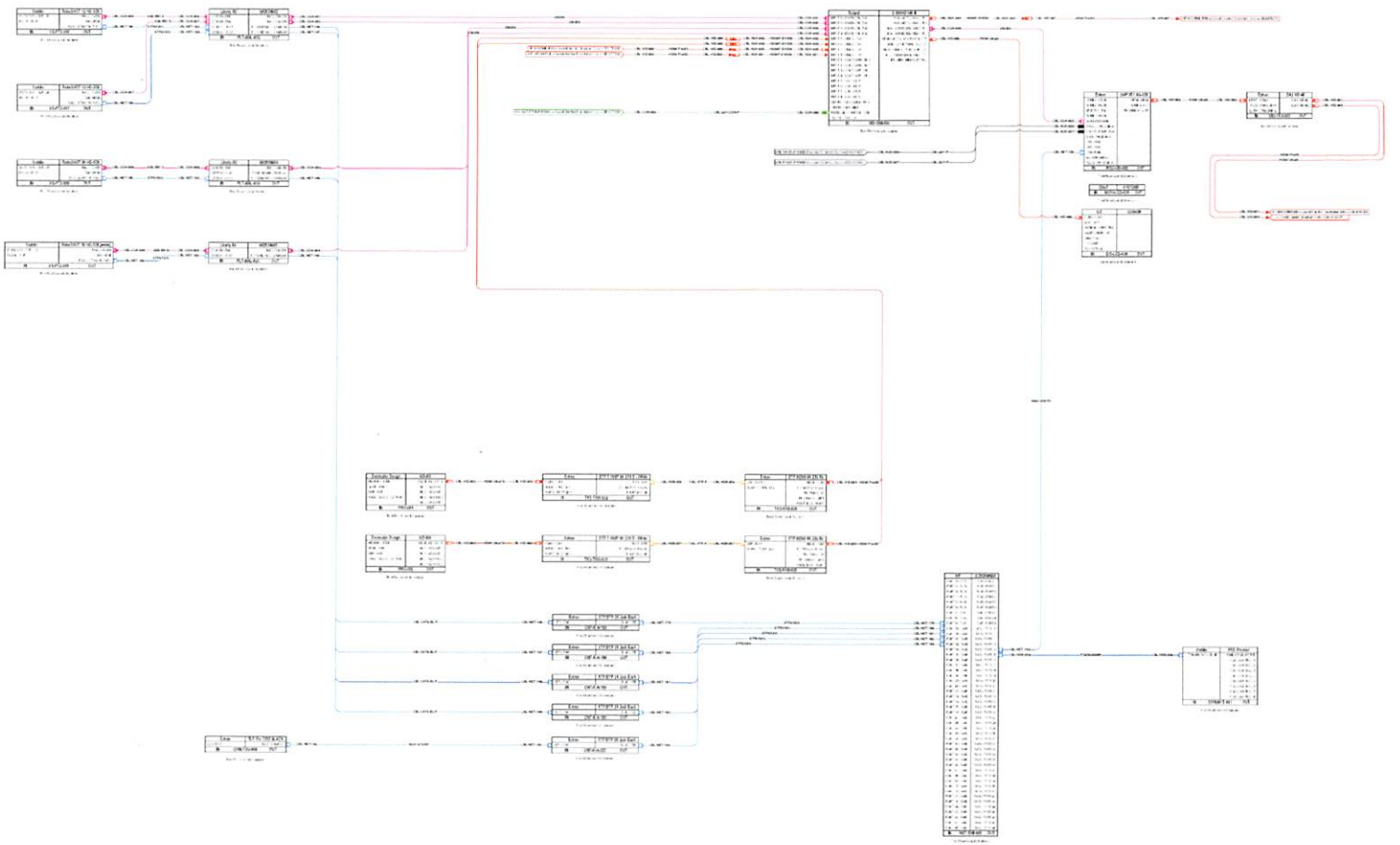


CAMERA CORNER CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip
Council Chamber
Presentation Video

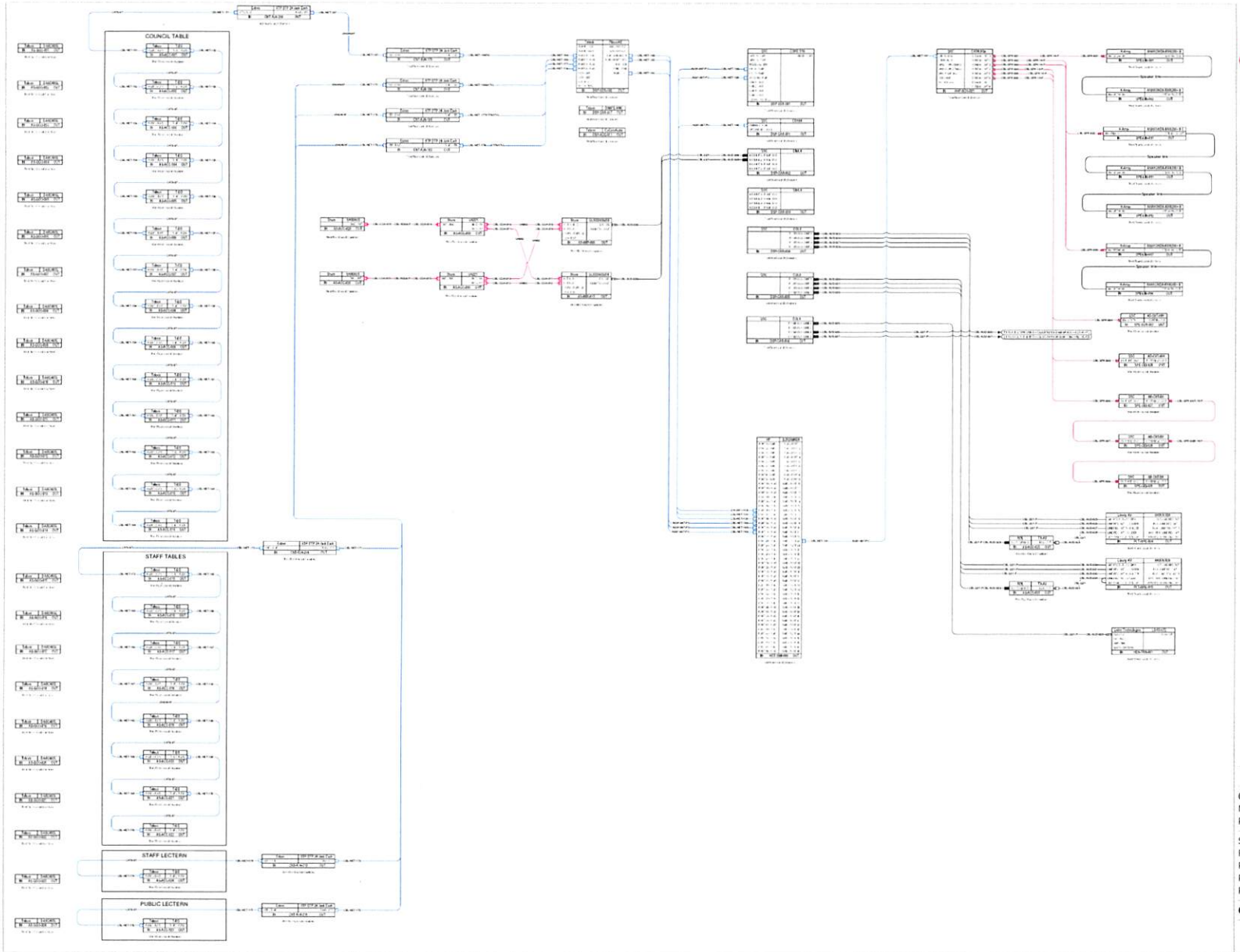


CAMERA CORNER
CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip
Council Chamber Broadcast Video



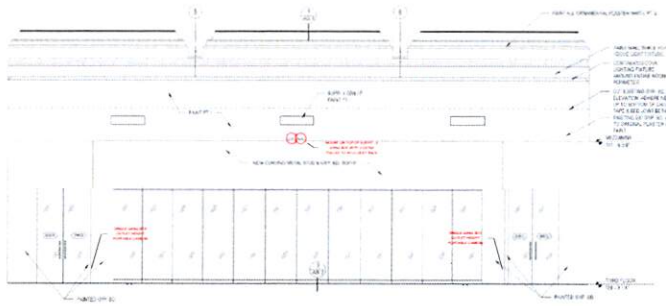
CAMERA CORNER
CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

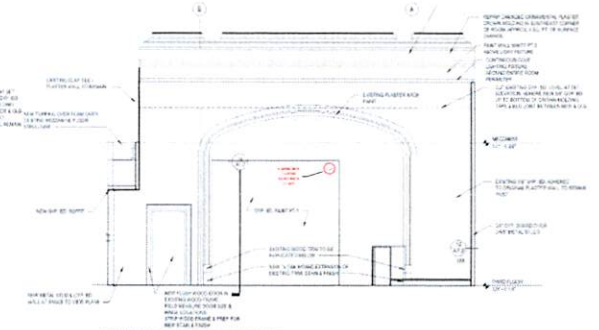
Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

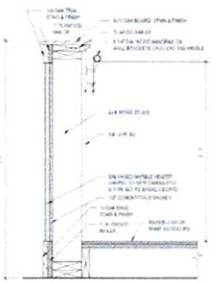
Council Chamber Audio



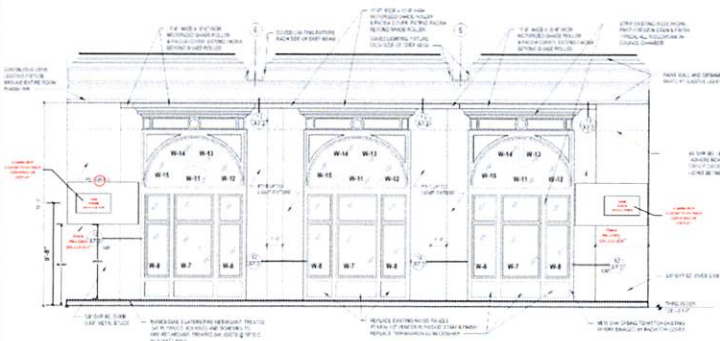
COUNCIL CHAMBER 306 - NORTH



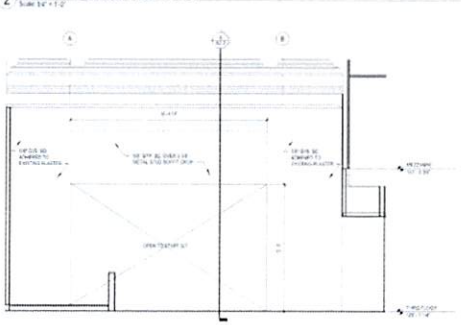
2 COUNCIL CHAMBER 306 - EAST



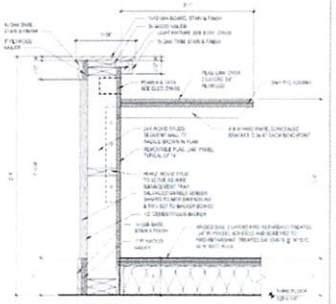
10 COUNCIL CHAMBER LOW WALL



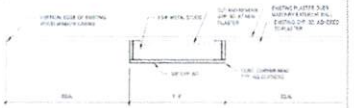
3 COUNCIL CHAMBER 306 - SOUTH



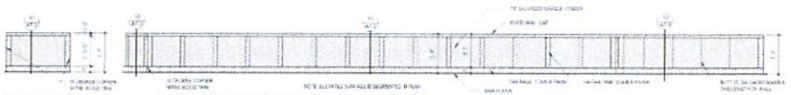
4 COUNCIL CHAMBER 306 - WEST



11 DIAS SECTION

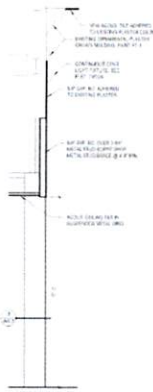


12 GYP/STUD PILASTER

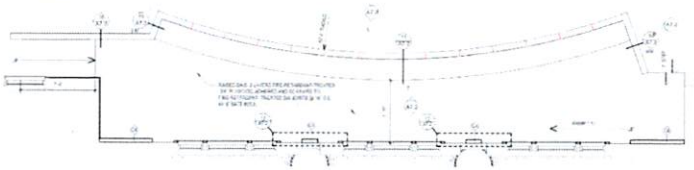


9 DAIS - EAST SIDE

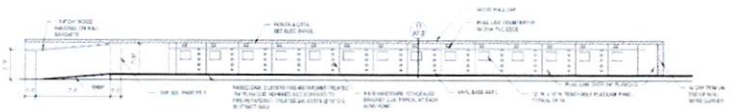
5 COUNCIL CHAMBER DAIS - FRONT ELEVATION



8 WEST WALL - COUNCIL CHAMBER 306

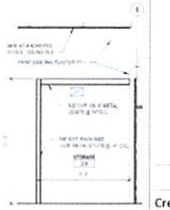


6 ENLARGE PLAN - COUNCIL CHAMBERS DAIS



7 COUNCIL CHAMBERS DAIS - BACK ELEVATION

13 FURRING AT LIGHT FIXTURE



14 SECTION - STORAGE 306

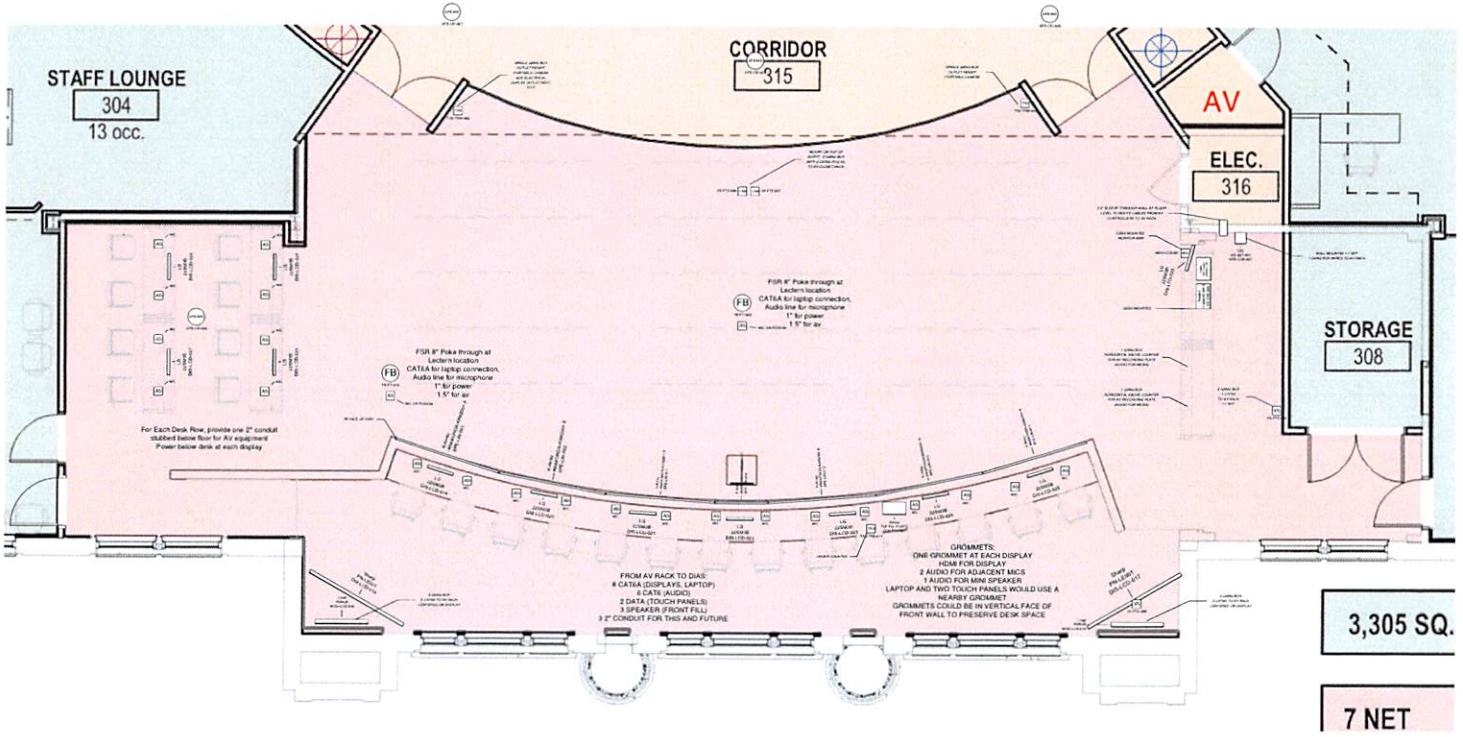
CAMERA CORNER CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

Council Chamber Elevation View



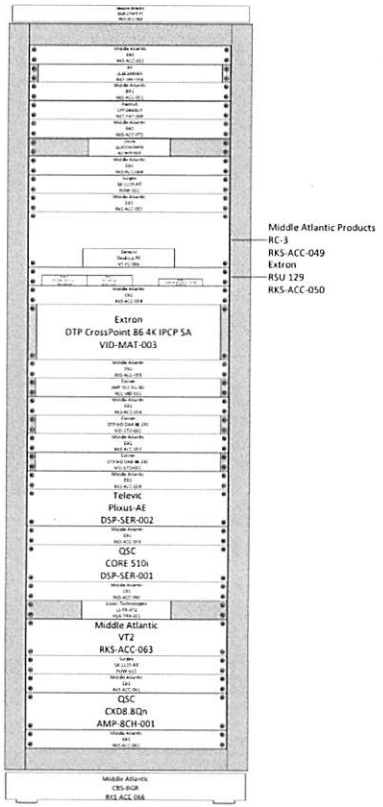
CAMERA CORNER CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

Council Chamber Plan View



CAMERA CORNER
CONNECTING POINT

Company Name
Company Address
Company Address2
Co City, Co State Co Zip
Company Phone
Company Fax

Created	1/26/2018
Modified	10/25/2018
Printed	10/25/2018

Sheboygan City Hall
Renovation
ProjectContact
Project Address
Proj City, Proj State Proj Zip

Council Chamber Rack Elevation

Sheboygan City Hall Renovation

Sheboygan, City of

Our Mission:
To provide world-class technology solutions with an unwavering commitment to our Customers, Vendor Partners and Employees while providing an environment that encourages profitable growth, learning and fun!

Camera Corner, Inc.
529 N. Monroe Ave.
PO Box 248
Green Bay, WI 54305-0248 USA
920.435.5353
http://www.cccp.com

Number: CCCP --3503
Modified: 11/6/2018
Revision: 9

	Quantity	Manufacturer	Model	Unit Price	Extended
		First Floor: 106 Conference			
	3	**Cables To Go 28103 28103**	3m USB 2.0 A/B Cable - Black (9.8ft)	$7.00	$21.00
	30	**CCCP CBL-22/1 *CBL-22/1**	Mic/Line audio cable. 22AWG shielded twisted pair with ground wire.	$2.60	$7.80
	300	**CCCP CBL-CAT6-PR-P *CBL-CAT6-PR-P**	CAT. 6 Plenum Purple	$48.00	$192.00
	210	**CCCP CBL-SPK-14-P *CBL-SPK-14-P**	2 Cond 14 Unshielded Raw Cable, Plenum, Per Foot	$21.00	$126.00
	10	**CCCP RJ45-CAT6 11108080034**	One Piece RJ45 crimp connector for Cat6 cable	$4.00	$40.00
	1	**Chief PDRUB PDRUB**	LARGE DUAL ARM W/ UNIVERSAL	$575.00	$575.00
	1	**Chief XTM1U XTM1U**	Extra Large Tilt Mount Assembly	$242.00	$242.00
	250	**Extron *CBL-XTP-P 22-235-03**	Shielded Digital Twisted Pair Cable for XTP & DTP products - Plenum, Per Foot	$180.00	$600.00
	2	**Extron DTP HDMI 4K 230 Rx 60-1271-13**	DTP HDMI 4K 230 Rx **Power Supply Sold Separately**	$276.00	$552.00
	3	**Extron DTP HDMI 4K 230 Tx 60-1271-12**	HDMI 4K Twisted Pair Extender	$276.00	$828.00
	7	**Extron HDMI Ultra/6 26-663-06**	4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	$50.00	$350.00
	1	**Extron IN1608 xi IPCP SA 60-1238-85**	Eight Input HDCP-Compliant Scaling Presentation Switcher with DTP Extension - 2 x 50 Watt Stereo Power Amplifier and Control Processor	$2,935.00	$2,935.00
	2	**Extron PS 1215 C 70-1174-01**	12V, 1.5A, Captive Screw Connector	$53.00	$106.00

	Quantity	Manufacturer	Model	Unit Price	Extended
	1	**Extron**	**TLP Pro 1022T 60-1601-02** 10" Tabletop TouchLink Pro Touchpanel	$1,642.00	$1,642.00
	8	**Extron**	**XTP DTP 24 Plug - Each 101-005-02** XTP DTP 24 Plug, EACH	$5.00	$40.00
	1	**Extron**	**XTP DTP/25 26-702-25** 25' (7.6 m) XTP DTP 24 non-plenum cable	$43.00	$43.00
	1	**Extron**	**XTP DTP/9 26-702-09** 9' (2.7 m) XTP DTP 24 non-plenum cable	$28.00	$28.00
	2	**Extron**	**ZIPCLIP200 - Single 101-001-01-EA** Mounting Kit for 1/8 and 1/4 Rack Width - Each	$11.00	$22.00
	1	**Generic**	**Desktop PC Desktop PC** [OFE] - Existing computer	$0.00	$0.00
	2	**Generic**	**LAPTOP OFE** [OFE]	$0.00	$0.00
	1	**HP**	**JL261A#ABA JL261A#ABA** HP Aruba 2930F 24G PoE+ 4SFP Switch - 24 Network, 4 Uplink - Manageable - Twisted Pair, Optical Fiber - Modular - 3 Layer Supported - 1U High - Rack-mountable, Desktop - Lifetime Limited Warranty	$1,215.00	$1,215.00
	2	**Liberty Cable**	**CBL-RS232-F CAMERA-CQ89699-2** Bare Wire - DB9F Plenum 10' Cable Assembly	$15.00	$30.00
	1	**Liberty Cable**	**WQ531665 WQ531665** Single Gang Decora Plate with two CAT6 shielded connectors. "Laptop 1", "Laptop 2"	$89.00	$89.00
	1	**Liberty Cable**	**WQ531666 WQ531666** Single Gang Decora Plate with three CAT6 shielded connectors. "AV LAN" label	$115.00	$115.00
	1	**Mersive**	**Solstice Pod - Enterprise Pod Unlimited SP-7000-E** Wireless Presentation Device	$1,139.00	$1,139.00
	4	**Middle Atlantic**	**EB1 EB1** 1SP FLANGED ECONO BLANK	$8.00	$32.00
	1	**Middle Atlantic**	**EB3 EB3** 3SP FLANGED ECONO BLANK	$12.00	$12.00

	Quantity	Manufacturer Model	Unit Price	Extended
	1	**Middle Atlantic MFR-1627KM MFR-1627KM** 16SP27D MOBILE F RACK KM	$534.00	$534.00
	1	**Middle Atlantic PDS-1620R-NS PDS-1620R-NS** 16OUT 20A 3STGSEQ NO SRG	$245.00	$245.00
	1	**Middle Atlantic U2 U2** 2SP RACKSHELF 14.75DP	$52.00	$52.00
	1	**Middle Atlantic UFA-8-F1 UFA-8-F1** 1SP SHF 8"D W/1U FA,BPC	$43.00	$43.00
	7	**Panduit CJ688TGVL CJ688TGVL** Mini-Com Cat 6 8 position 8 wire, universal TG style module, Violet	$10.00	$70.00
	1	**Panduit CPP24WBLY** 24 Port modular patch panel supplied with six factory installed CFFP4 type front removable snap-in faceplate	$32.00	$32.00
	6	**QSC AD-C6T-WH AD-C6T-WH** 6.5" Two-way surface speaker, 70/100V transformer with 16Ω bypass - White (Priced individually, must be purchased in pairs)	$135.00	$810.00
	1	**QSC Core 110f Core 110f** DSP with 8 in, 8 out, 8 flex, POTS, VOIP and AEC processing. QLan and AES67 compatibility.	$2,118.00	$2,118.00
	2	**QSC I/O-USB Bridge I/O USB Bridge** Q-Sys Poe Bridging Endpoint For AV-to-USB Bridging	$1,175.00	$2,350.00
	1	**QSC PTZ-12x72 PTZ-12x72** Q-SYS POE CAMERA FOR AV-TO-USB BRIDGING. 12X OPTICAL ZOOM 72° HORIZONTAL FIELD OF VIEW. INCLUDES LAN, 3G-SDI AND HDMI	$2,940.00	$2,940.00
	1	**QSC PTZ-WMB1 PTZ-WMB1** Wall mount bracket for QSC PTZ-IP camera	$58.00	$58.00
	1	**QSC SPA2-200 SPA2-200** SPA series low-Z power amplifier, 200 watt	$450.00	$450.00
	1	**Sharp PN-LE601 PN-LE601** 60" AQUOS Full HD Smart LED TV 3-Year On-site Limited Warranty	$1,095.00	$1,095.00
	1	**Sharp PN-LE801 PN-LE801** 80" AQUOS Full HD Smart LED TV 3-Year On-site Limited Warranty	$3,199.00	$3,199.00

	Quantity	Manufacturer	Model	Unit Price	Extended
	1	**Shure**	**MXA910 MXA910** 2'x2' Ceiling Tile Beam Steering Microphone with Dante Output. POE powered. Up to 8 unique audio coverage patterns can be formed simultaneously	$3,529.00	$3,529.00
	7	**Tripp Lite**	**N201-001-PU N201-001-PU** 1 Feet Cat6 Gigabit Snagless Molded Patch Cable (RJ45 M/M) - Purple	$4.00	$28.00
	6	**Tripp Lite**	**N201-010-PU N201-010-PU** CAT6 Patch Cable, 10'	$8.00	$48.00
	1	**Tripp Lite**	**N201-015-BK N201-015-BK** CAT6 M-M Cable, 15', Black	$9.00	$9.00
	1	**Tripp Lite**	**N201-025-PU N201-025-PU** CAT6 Patch Cable, PURPLE, 25'	$11.00	$11.00
videxio	1	**Videxio**	**1-9 EUL 1 YR 5105-0503** Videxio Enterprise User License, 1-9 tier pricing prepaid for 3 year contract. Includes 50 port Virtual Meeting Room (VMR) with personal video account	$390.00	$390.00
visix	1	**Visix**	**VX-P-COM VX-P-COM** PW - EPS RF Transmitter	$715.00	$715.00
visix	2	**Visix**	**VX-P-E74 VX-P-E74** PW - EPS 74 - Paper-White Electronic Room Sign	$323.00	$646.00
visix	2	**Visix**	**VX-P-MGK VX-P-MGK** PW - EPS 74 Glass Mount Kit	$39.00	$78.00

Equipment: **$30,431.80**

Labor: **$9,292.19**

First Floor: 106 Conference Total: **$39,723.99**

	Quantity	Manufacturer	Model	Unit Price	Extended
			First Floor: 109 Conference		
	35		**CCCP CBL-22/1-CON *CBL-22/1-CON** Control Cable. 22AWG shielded twisted pair with ground wire.	$6.50	$9.10
	1		**Chief LTM1U LTM1U** Large, Height Adjustable, Tilt Mount	$205.00	$205.00
	2		**Extron HDMI Ultra/12 26-663-12** 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	$65.00	$130.00
	1		**Extron HDMI Ultra/15 26-663-15** 4K High Speed HDMI Ultra-Flexible Cable - 15' (4.5 m)	$72.00	$72.00
	1		**Extron HDMI Ultra/6 26-663-06** 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	$50.00	$50.00
	1		**Extron IN1604 HD 60-1457-02** HDCP-compliant four input scaler	$1,170.00	$1,170.00
	1		**Extron RSU 129 60-190-01** 1U 9.5" Deep Universal Rack Shelf, Gray	$76.00	$76.00
	1		**Extron SMB-1 70-1008-02** Surface Mount Box for TLP Pro 320M, TLP Pro 520M, TLC Pro 521M - Black	$82.00	$82.00
	1		**Extron TLC Pro 521M 60-1284-02** 5" Wall Mount TouchLink Pro Controller	$1,405.00	$1,405.00
	1		**Extron UTM 100 70-1085-01** Primary Mount, Gray	$48.00	$48.00
	1		**Liberty Cable DB9F DB9F** D-Sub Jack, 9pin Female Solder Nickel	$4.00	$4.00
	1		**Liberty Cable ELZ-09MT ELZ-09MT** Hood, Dsub 9/15pin	$4.00	$4.00
	1		**Mersive Solstice Pod - Enterprise Pod Unlimited SP-7000-E** Wireless Presentation Device	$1,139.00	$1,139.00
	1		**Sharp PN-R556 PN-R556** 55" Class Screen Size	$2,075.00	$2,075.00

	Quantity	Manufacturer	Model	Unit Price	Extended
	5	**TECNEC TechFlex 3/4"-1 3/4" *PET6-50-BK**	3/4"-1 3/4" Expandable Sleeving	$7.70	$7.70
	1	**Tripp Lite N201-010-PU N201-010-PU**	CAT6 Patch Cable, 10'	$8.00	$8.00
	1	**Tripp Lite N201-015-BK N201-015-BK**	CAT6 M-M Cable, 15', Black	$9.00	$9.00
visix	1	**Visix VX-P-E74 VX-P-E74**	PW - EPS 74 - Paper-White Electronic Room Sign	$323.00	$323.00
visix	1	**Visix VX-P-MGK VX-P-MGK**	PW - EPS 74 Glass Mount Kit	$39.00	$39.00

Equipment: **$6,855.80**

Labor: **$5,682.45**

First Floor: 109 Conference Total: **$12,538.25**

	Quantity	Manufacturer	Model	Unit Price	Extended
			First Floor: 119 Lobby		
	1		**Chief XTM1U XTM1U** Extra Large Tilt Mount Assembly	$242.00	$242.00
	1		**Extron HDMI Ultra/6 26-663-06** 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	$50.00	$50.00
	1		**Middle Atlantic PRX-MP-9X12 PRX-MP-9X12** PROX,MOUNT PLATE,9X12	$29.00	$29.00
	1		**Sharp PN-LE801 PN-LE801** 80" AQUOS Full HD Smart LED TV 3-Year On-site Limited Warranty	$3,199.00	$3,199.00
	1		**Tripp Lite N201-007-PU N201-007-PU** CAT6 Patch Cable, 7'	$7.00	$7.00
visix	1		**Visix AXIS-TV-CCA AXIS-TV-CCA** Custom Theme Package	$2,112.00	$2,112.00
visix	1		**Visix VX-S-CPG VX-S-CPG** Visix Media Player AxisTV HDN Media Player	$2,205.00	$2,205.00
visix	1		**Visix VX-S-IMP VX-S-IMP** The Content Feed is a per player annual cost. Professional Services	$165.00	$165.00
visix	1		**Visix VX-S-IMW VX-S-IMW** Visix - Remote Implementation Support Service	$165.00	$165.00
visix	1		**Visix VX-S-MNO VX-S-MNO** Visix - CMS - AxisTV One Software License	$1,940.00	$1,940.00
visix	1		**Visix VX-S-SMN VX-S-SMN** Visix - Support Subscription - AxisTV One	$490.00	$490.00
visix	1		**Visix VX-S-SMX VX-S-SMX** Visix Support Subscription Media Player	$218.00	$218.00
visix	1		**Visix VX-S-TRO VX-S-TRO** Visix - Training Subscription - AxisTV One	$699.00	$699.00

	Quantity	Manufacturer	Model	Unit Price	Extended
visix	1	**Visix VX-S-WED VX-S-WED**		$925.00	$925.00
		Visix - Options - Event Data Widgets			

Equipment:	**$12,446.00**
Labor:	**$393.15**
First Floor: 119 Lobby Total:	**$12,839.15**

	Quantity	Manufacturer	Model	Unit Price	Extended
			Second Floor: 206 Conference		
	35		**CCCP CBL-22/1-CON *CBL-22/1-CON** Control Cable. 22AWG shielded twisted pair with ground wire.	$6.50	$9.10
	1		**Chief XTM1U XTM1U** Extra Large Tilt Mount Assembly	$242.00	$242.00
	50		**Extron *CBL-XTP-P 22-235-03** Shielded Digital Twisted Pair Cable for XTP & DTP products - Plenum, Per Foot	$120.00	$120.00
	1		**Extron DTP HDMI 4K 230 Rx 60-1271-13** DTP HDMI 4K 230 Rx **Power Supply Sold Separately**	$276.00	$276.00
	2		**Extron HDMI Ultra/12 26-663-12** 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	$65.00	$130.00
	2		**Extron HDMI Ultra/6 26-663-06** 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	$50.00	$100.00
	1		**Extron IN1604 DTP 60-1457-01** Four Input HDCP-Compliant Scaler with DTP Extension	$1,500.00	$1,500.00
	1		**Extron PS 1215 C 70-1174-01** 12V, 1.5A, Captive Screw Connector	$53.00	$53.00
	1		**Extron RSU 129 60-190-01** 1U 9.5" Deep Universal Rack Shelf Kit	$90.00	$90.00
	1		**Extron SMB-1 70-1008-02** Surface Mount Box for TLP Pro 320M, TLP Pro 520M, TLC Pro 521M - Black	$82.00	$82.00
	1		**Extron TLC Pro 521M 60-1284-02** 5" Wall Mount TouchLink Pro Controller	$1,405.00	$1,405.00
	1		**Extron UTM 100 70-1085-01** Primary Mount, Gray	$48.00	$48.00
	2		**Extron XTP DTP 24 Plug - Each 101-005-02** XTP DTP 24 Plug, EACH	$5.00	$10.00
	1		**Extron ZIPCLIP200 - Single 101-001-01-EA** Mounting Kit for 1/8 and 1/4 Rack Width - Each	$11.00	$11.00

	Quantity	Manufacturer	Model	Unit Price	Extended
	1	**Liberty Cable**	**CBL-RS232-F CAMERA-CQ89699-2** Bare Wire - DB9F Plenum 10' Cable Assembly	$15.00	$15.00
	1	**Liberty Cable**	**DB9F DB9F** D-Sub Jack, 9pin Female Solder Nickel	$4.00	$4.00
	1	**Liberty Cable**	**ELZ-09MT ELZ-09MT** Hood, Dsub 9/15pin	$4.00	$4.00
	1	**Liberty Cable**	**WQ531666 WQ531666** Single Gang Decora Plate with two CAT6 shielded connectors. "Laptop 2", "AV LAN 2"	$89.00	$89.00
	1	**Mersive Solstice Pod - Enterprise Pod Unlimited**	**SP-7000-E** Wireless Presentation Device	$1,139.00	$1,139.00
	1	**Sharp**	**PN-LE801 PN-LE801** 80" AQUOS Full HD Smart LED TV 3-Year On-site Limited Warranty	$3,199.00	$3,199.00
	5	**TECNEC**	**TechFlex 3/4"-1 3/4" *PET6-50-BK** 3/4"-1 3/4" Expandable Sleeving	$7.70	$7.70
	3	**Tripp Lite**	**N201-010-PU N201-010-PU** CAT6 Patch Cable, 10'	$8.00	$24.00
	2	**Tripp Lite**	**N201-015-BK N201-015-BK** CAT6 M-M Cable, 15', Black	$9.00	$18.00
	1	**Tripp Lite**	**N201-025-PU N201-025-PU** CAT6 Patch Cable, PURPLE, 25'	$11.00	$11.00
visix	1	**Visix**	**VX-P-COM VX-P-COM** PW - EPS RF Transmitter	$715.00	$715.00
visix	2	**Visix**	**VX-P-E74 VX-P-E74** PW - EPS 74 - Paper-White Electronic Room Sign	$323.00	$646.00
visix	2	**Visix**	**VX-P-MGK VX-P-MGK** PW - EPS 74 Glass Mount Kit	$39.00	$78.00

Equipment:	**$10,025.80**
Labor:	**$6,360.58**
Second Floor: 206 Conference Total:	**$16,386.38**

	Quantity	Manufacturer	Model	Unit Price	Extended
			Second Floor: 206X Huddle		
	35		**CCCP CBL-22/1-CON *CBL-22/1-CON** Control Cable. 22AWG shielded twisted pair with ground wire.	$6.50	$9.10
	1		**Chief LTM1U LTM1U** Large, Height Adjustable, Tilt Mount	$205.00	$205.00
	2		**Extron HDMI Ultra/12 26-663-12** 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	$65.00	$130.00
	1		**Extron HDMI Ultra/15 26-663-15** 4K High Speed HDMI Ultra-Flexible Cable - 15' (4.5 m)	$72.00	$72.00
	1		**Extron HDMI Ultra/6 26-663-06** 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	$50.00	$50.00
	1		**Extron IN1604 HD 60-1457-02** HDCP-compliant four input scaler	$1,170.00	$1,170.00
	1		**Extron RSU 129 60-190-01** 1U 9.5" Deep Universal Rack Shelf, Gray	$76.00	$76.00
	1		**Extron SMB-1 70-1008-02** Surface Mount Box for TLP Pro 320M, TLP Pro 520M, TLC Pro 521M - Black	$82.00	$82.00
	1		**Extron TLC Pro 521M 60-1284-02** 5" Wall Mount TouchLink Pro Controller	$1,405.00	$1,405.00
	1		**Extron UTM 100 70-1085-01** Primary Mount, Gray	$48.00	$48.00
	1		**Liberty Cable DB9F DB9F** D-Sub Jack, 9pin Female Solder Nickel	$4.00	$4.00
	1		**Liberty Cable ELZ-09MT ELZ-09MT** Hood, Dsub 9/15pin	$4.00	$4.00
	1		**Mersive Solstice Pod - Enterprise Pod Unlimited SP-7000-E** Wireless Presentation Device	$1,139.00	$1,139.00
	1		**Sharp PN-R556 PN-R556** 55" Class Screen Size	$2,075.00	$2,075.00

	Quantity	Manufacturer	Model	Unit Price	Extended
	5	**TECNEC TechFlex 3/4"-1 3/4" *PET6-50-BK**	3/4"-1 3/4" Expandable Sleeving	$7.70	$7.70
	1	**Tripp Lite N201-010-PU N201-010-PU**	CAT6 Patch Cable, 10'	$8.00	$8.00
	1	**Tripp Lite N201-015-BK N201-015-BK**	CAT6 M-M Cable, 15', Black	$9.00	$9.00
visix	2	**Visix VX-P-E74 VX-P-E74**	PW - EPS 74 - Paper-White Electronic Room Sign	$323.00	$646.00
visix	2	**Visix VX-P-MGK VX-P-MGK**	PW - EPS 74 Glass Mount Kit	$39.00	$78.00

Equipment: **$7,217.80**

Labor: **$3,022.15**

Second Floor: 206X Huddle Total: **$10,239.95**

	Quantity	Manufacturer	Model	Unit Price	Extended
			Second Floor: 209 Huddle Space		
	35		**CCCP CBL-22/1-CON *CBL-22/1-CON** Control Cable. 22AWG shielded twisted pair with ground wire.	$6.50	$9.10
	1		**Chief MTM1U MTM1U** Medium FUSION Micro-Adjustable Tilt Wall Display Mount	$131.00	$131.00
	2		**Extron HDMI Ultra/12 26-663-12** 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	$65.00	$130.00
	1		**Extron HDMI Ultra/15 26-663-15** 4K High Speed HDMI Ultra-Flexible Cable - 15' (4.5 m)	$72.00	$72.00
	1		**Extron HDMI Ultra/6 26-663-06** 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	$50.00	$50.00
	1		**Extron IN1604 HD 60-1457-02** HDCP-compliant four input scaler	$1,170.00	$1,170.00
	1		**Extron RSU 129 60-190-01** 1U 9.5" Deep Universal Rack Shelf, Gray	$76.00	$76.00
	1		**Extron SMB-1 70-1008-02** Surface Mount Box for TLP Pro 320M, TLP Pro 520M, TLC Pro 521M - Black	$82.00	$82.00
	1		**Extron TLC Pro 521M 60-1284-02** 5" Wall Mount TouchLink Pro Controller	$1,405.00	$1,405.00
	1		**Extron UTM 100 70-1085-01** Primary Mount, Gray	$48.00	$48.00
	1		**Liberty Cable DB9F DB9F** D-Sub Jack, 9pin Female Solder Nickel	$4.00	$4.00
	1		**Liberty Cable ELZ-09MT ELZ-09MT** Hood, Dsub 9/15pin	$4.00	$4.00
	1		**Mersive Solstice Pod - Enterprise Pod Unlimited SP-7000-E** Wireless Presentation Device	$1,139.00	$1,139.00
	1		**Sharp PN-R496 PN-R496** 49" Class (48.5" diagonal) Screen Size	$1,425.00	$1,425.00

	Quantity	Manufacturer	Model	Unit Price	Extended
	5	**TECNEC TechFlex 3/4"-1 3/4" *PET6-50-BK**	3/4"-1 3/4" Expandable Sleeving	$7.70	$7.70
	1	**Tripp Lite N201-010-PU N201-010-PU**	CAT6 Patch Cable, 10'	$8.00	$8.00
	1	**Tripp Lite N201-015-BK N201-015-BK**	CAT6 M-M Cable, 15', Black	$9.00	$9.00
visix	1	**Visix VX-P-E74 VX-P-E74**	PW - EPS 74 - Paper-White Electronic Room Sign	$323.00	$323.00
visix	2	**Visix VX-P-MGK VX-P-MGK**	PW - EPS 74 Glass Mount Kit	$39.00	$78.00

Equipment:	**$6,170.80**
Labor:	**$5,735.58**
Second Floor: 209 Huddle Space Total:	**$11,906.38**

	Quantity	Manufacturer	Model	Unit Price	Extended
		Second Floor: 216 Conference			
	3	**Cables To Go 28103 28103**	3m USB 2.0 A/B Cable - Black (9.8ft)	$7.00	$21.00
	30	**CCCP CBL-22/1 *CBL-22/1**	Mic/Line audio cable. 22AWG shielded twisted pair with ground wire.	$2.60	$7.80
	300	**CCCP CBL-CAT6-PR-P *CBL-CAT6-PR-P**	CAT. 6 Plenum Purple	$48.00	$192.00
	140	**CCCP CBL-SPK-14-P *CBL-SPK-14-P**	2 Cond 14 Unshielded Raw Cable, Plenum, Per Foot	$21.00	$84.00
	10	**CCCP RJ45-CAT6 11108080034**	One Piece RJ45 crimp connector for Cat6 cable	$4.00	$40.00
	1	**Chief TA200**	Video conferencing camera shelf - 8"	$0.00	$0.00
	1	**Chief TS525TU TS525TU**	THIN SWING ARM (LARGE)	$429.00	$429.00
	200	**Extron *CBL-XTP-P 22-235-03**	Shielded Digital Twisted Pair Cable for XTP & DTP products - Plenum, Per Foot	$180.00	$480.00
	1	**Extron DTP HDMI 4K 230 Rx 60-1271-13**	DTP HDMI 4K 230 Rx **Power Supply Sold Separately**	$276.00	$276.00
	2	**Extron DTP HDMI 4K 230 Tx 60-1271-12**	HDMI 4K Twisted Pair Extender	$276.00	$552.00
	5	**Extron HDMI Ultra/6 26-663-06**	4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	$50.00	$250.00
	1	**Extron IN1608 xi IPCP SA 60-1238-85**	Eight Input HDCP-Compliant Scaling Presentation Switcher with DTP Extension - 2 x 50 Watt Stereo Power Amplifier and Control Processor	$2,935.00	$2,935.00
	1	**Extron PS 1215 C 70-1174-01**	12V, 1.5A, Captive Screw Connector	$53.00	$53.00

	Quantity	Manufacturer	Model	Unit Price	Extended
	1	**Extron**	**TLP Pro 1022T 60-1601-02** 10" Tabletop TouchLink Pro Touchpanel	$1,642.00	$1,642.00
	6	**Extron**	**XTP DTP 24 Plug - Each 101-005-02** XTP DTP 24 Plug, EACH	$5.00	$30.00
	1	**Extron**	**XTP DTP/25 26-702-25** 25' (7.6 m) XTP DTP 24 non-plenum cable	$43.00	$43.00
	1	**Extron**	**XTP DTP/9 26-702-09** 9' (2.7 m) XTP DTP 24 non-plenum cable	$28.00	$28.00
	1	**Extron**	**ZIPCLIP200 - Single 101-001-01-EA** Mounting Kit for 1/8 and 1/4 Rack Width - Each	$11.00	$11.00
	1	**Generic**	**Desktop PC Desktop PC** [OFE] - Existing computer	$0.00	$0.00
	2	**Generic**	**LAPTOP OFE** [OFE]	$0.00	$0.00
	1	**HP**	**JL261A#ABA JL261A#ABA** HP Aruba 2930F 24G PoE+ 4SFP Switch - 24 Network, 4 Uplink - Manageable - Twisted Pair, Optical Fiber - Modular - 3 Layer Supported - 1U High - Rack-mountable, Desktop - Lifetime Limited Warranty	$1,215.00	$1,215.00
	1	**Liberty Cable**	**CBL-RS232-F CAMERA-CQ89699-2** Bare Wire - DB9F Plenum 10' Cable Assembly	$15.00	$15.00
	1	**Liberty Cable**	**WQ531665 WQ531665** Single Gang Decora Plate with two CAT6 shielded connectors. "Laptop 1", "Laptop 2"	$89.00	$89.00
	1	**Liberty Cable**	**WQ531666 WQ531666** Single Gang Decora Plate with three CAT6 shielded connectors. "AV LAN" label	$115.00	$115.00
	1	**Mersive**	**Solstice Pod - Enterprise Pod Unlimited SP-7000-E** Wireless Presentation Device	$1,139.00	$1,139.00
	4	**Middle Atlantic**	**EB1 EB1** 1SP FLANGED ECONO BLANK	$8.00	$32.00
	1	**Middle Atlantic**	**EB3 EB3** 3SP FLANGED ECONO BLANK	$12.00	$12.00

	Quantity	Manufacturer Model	Unit Price	Extended
	1	**Middle Atlantic MFR-1627KM MFR-1627KM** 16SP27D MOBILE F RACK KM	$534.00	$534.00
	1	**Middle Atlantic PDS-1620R-NS PDS-1620R-NS** 16OUT 20A 3STGSEQ NO SRG	$245.00	$245.00
	1	**Middle Atlantic U2 U2** 2SP RACKSHELF 14.75DP	$52.00	$52.00
	1	**Middle Atlantic UFA-8-F1 UFA-8-F1** 1SP SHF 8"D W/1U FA,BPC	$43.00	$43.00
	7	**Panduit CJ688TGVL CJ688TGVL** Mini-Com Cat 6 8 position 8 wire, universal TG style module, Violet	$10.00	$70.00
	1	**Panduit CPP24WBLY** 24 Port modular patch panel supplied with six factory installed CFFP4 type front removable snap-in faceplate	$32.00	$32.00
	4	**QSC AD-C6T-WH AD-C6T-WH** 6.5" Two-way surface speaker, 70/100V transformer with 16Ω bypass - White (Priced individually, must be purchased in pairs)	$135.00	$540.00
	1	**QSC Core 110f Core 110f** DSP with 8 in, 8 out, 8 flex, POTS, VOIP and AEC processing. QLan and AES67 compatibility.	$2,118.00	$2,118.00
	2	**QSC I/O-USB Bridge I/O USB Bridge** Q-Sys Poe Bridging Endpoint For AV-to-USB Bridging	$1,175.00	$2,350.00
	1	**QSC PTZ-12x72 PTZ-12x72** Q-SYS POE CAMERA FOR AV-TO-USB BRIDGING. 12X OPTICAL ZOOM 72° HORIZONTAL FIELD OF VIEW. INCLUDES LAN, 3G-SDI AND HDMI	$2,940.00	$2,940.00
	1	**QSC PTZ-WMB1 PTZ-WMB1** Wall mount bracket for QSC PTZ-IP camera	$58.00	$58.00
	1	**QSC SPA2-60 SPA2-60** SPA series low-Z power amplifier, 60 watt	$388.00	$388.00
	1	**Sharp PN-LE701 PN-LE701** 70" AQUOS Full HD Smart LED TV 3-Year On-site Limited Warranty	$1,825.00	$1,825.00
	1	**Shure MXA910 MXA910** 2'x2' Ceiling Tile Beam Steering Microphone with Dante Output. POE powered. Up to 8 unique audio coverage patterns can be formed simultaneously	$3,529.00	$3,529.00

	Quantity	Manufacturer	Model	Unit Price	Extended
	7	**Tripp Lite**	**N201-001-PU N201-001-PU** 1 Feet Cat6 Gigabit Snagless Molded Patch Cable (RJ45 M/M) - Purple	$4.00	$28.00
	6	**Tripp Lite**	**N201-010-PU N201-010-PU** CAT6 Patch Cable, 10'	$8.00	$48.00
	1	**Tripp Lite**	**N201-015-BK N201-015-BK** CAT6 M-M Cable, 15', Black	$9.00	$9.00
	1	**Tripp Lite**	**N201-025-PU N201-025-PU** CAT6 Patch Cable, PURPLE, 25'	$11.00	$11.00
videxio	1	**Videxio**	**1-9 EUL 1 YR 5105-0503** Videxio Enterprise User License, 1-9 tier pricing prepaid for 3 year contract. Includes 50 port Virtual Meeting Room (VMR) with personal video account	$390.00	$390.00
visix	1	**Visix**	**VX-P-COM VX-P-COM** PW - EPS RF Transmitter	$715.00	$715.00

Equipment:	**$25,615.80**
Labor:	**$8,377.31**
Second Floor: 216 Conference Total:	**$33,993.11**

	Quantity	Manufacturer	Model	Unit Price	Extended
			Third Floor: 304 Staff Lounge		
	75		**CCCP CBL-CAT6-PR-P *CBL-CAT6-PR-P** CAT. 6 Plenum Purple	$48.00	$48.00
	2		**CCCP RJ45-CAT6 11108080034** One Piece RJ45 crimp connector for Cat6 cable	$4.00	$8.00
	1		**Chief LTM1U LTM1U** Large, Height Adjustable, Tilt Mount	$205.00	$205.00
	1		**Extron DTP HDMI 4K 230 Rx 60-1271-13** DTP HDMI 4K 230 Rx **Power Supply Sold Separately**	$276.00	$276.00
	1		**Extron HDMI Ultra/6 26-663-06** 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	$50.00	$50.00
	1		**Extron TLP Pro 720M - White 60-1394-03** 7" Wall Mount TouchLink Pro Touchpanel	$1,245.00	$1,245.00
	1		**Extron ZIPCLIP200 - Single 101-001-01-EA** Mounting Kit for 1/8 and 1/4 Rack Width - Each	$11.00	$11.00
	1		**Generic CABLE TUNER** [OFE] - Cable box	$0.00	$0.00
	1		**Liberty Cable CBL-RS232-F CAMERA-CQ89699-2** Bare Wire - DB9F Plenum 10' Cable Assembly	$15.00	$15.00
	1		**Mersive Solstice Pod - Enterprise Pod Unlimited SP-7000-E** Wireless Presentation Device	$1,139.00	$1,139.00
	1		**Panduit CJ688TGVL CJ688TGVL** Mini-Com Cat 6 8 position 8 wire, universal TG style module, Violet	$10.00	$10.00
	2		**QSC AD-C6T-WH AD-C6T-WH** 6.5" Two-way surface speaker, 70/100V transformer with 16Ω bypass - White (Priced individually, must be purchased in pairs)	$135.00	$270.00
	1		**Sharp PN-LE601 PN-LE601** 60" AQUOS Full HD Smart LED TV 3-Year On-site Limited Warranty	$1,095.00	$1,095.00

	Quantity	Manufacturer	Model	Unit Price	Extended
	1	**Tripp Lite**	**N201-001-PU N201-001-PU** 1 Feet Cat6 Gigabit Snagless Molded Patch Cable (RJ45 M/M) - Purple	$4.00	$4.00

Equipment:	**$4,376.00**
Labor:	**$557.84**
Third Floor: 304 Staff Lounge Total:	**$4,933.84**

	Quantity	Manufacturer	Model	Unit Price	Extended
		Third Floor: 305 Conference			
	3	**Cables To Go 28103 28103**	3m USB 2.0 A/B Cable - Black (9.8ft)	$7.00	$21.00
	40	**CCCP CBL-22/1 *CBL-22/1**	Mic/Line audio cable. 22AWG shielded twisted pair with ground wire.	$2.60	$10.40
	300	**CCCP CBL-CAT6-PR-P *CBL-CAT6-PR-P**	CAT. 6 Plenum Purple	$48.00	$192.00
	210	**CCCP CBL-SPK-14-P *CBL-SPK-14-P**	2 Cond 14 Unshielded Raw Cable, Plenum, Per Foot	$21.00	$126.00
	10	**CCCP RJ45-CAT6 11108080034**	One Piece RJ45 crimp connector for Cat6 cable	$4.00	$40.00
	1	**Chief FCA800 FCA800**	Fusion 8" Above/Below Shelf for Large Displays (37" - 70")	$68.00	$68.00
	2	**Chief XTM1U XTM1U**	Extra Large Tilt Mount Assembly	$242.00	$484.00
	300	**Extron *CBL-XTP-P 22-235-03**	Shielded Digital Twisted Pair Cable for XTP & DTP products - Plenum, Per Foot	$180.00	$720.00
	1	**Extron DTP CrossPoint 86 4K IPCP SA 60-1382-12**	8x6 Seamless 4K Scaling Presentation Matrix Switcher	$9,052.00	$9,052.00
	2	**Extron DTP HDMI 4K 230 Rx 60-1271-13**	DTP HDMI 4K 230 Rx **Power Supply Sold Separately**	$276.00	$552.00
	2	**Extron DTP HDMI 4K 230 Tx 60-1271-12**	HDMI 4K Twisted Pair Extender	$276.00	$552.00
	8	**Extron HDMI Ultra/6 26-663-06**	4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	$50.00	$400.00
	1	**Extron IR EMITTER 70-283-01**	IR Emitter Kit: With Shield	$28.00	$28.00
	2	**Extron PS 1215 C 70-1174-01**	12V, 1.5A, Captive Screw Connector	$53.00	$106.00

	Quantity	Manufacturer	Model	Unit Price	Extended
	1	**Extron**	**TLP Pro 1022T 60-1601-02** 10" Tabletop TouchLink Pro Touchpanel	$1,642.00	$1,642.00
	10	**Extron**	**XTP DTP 24 Plug - Each 101-005-02** XTP DTP 24 Plug, EACH	$5.00	$50.00
	1	**Extron**	**XTP DTP/25 26-702-25** 25' (7.6 m) XTP DTP 24 non-plenum cable	$43.00	$43.00
	1	**Extron**	**XTP DTP/9 26-702-09** 9' (2.7 m) XTP DTP 24 non-plenum cable	$28.00	$28.00
	2	**Extron**	**ZIPCLIP200 - Single 101-001-01-EA** Mounting Kit for 1/8 and 1/4 Rack Width - Each	$11.00	$22.00
	1	**Generic**	**Desktop PC Desktop PC** [OFE] - Existing computer	$0.00	$0.00
	2	**Generic**	**LAPTOP OFE** [OFE]	$0.00	$0.00
	1	**HP**	**JL261A#ABA JL261A#ABA** HP Aruba 2930F 24G PoE+ 4SFP Switch - 24 Network, 4 Uplink - Manageable - Twisted Pair, Optical Fiber - Modular - 3 Layer Supported - 1U High - Rack-mountable, Desktop - Lifetime Limited Warranty	$1,215.00	$1,215.00
	2	**Liberty Cable**	**CBL-RS232-F CAMERA-CQ89699-2** Bare Wire - DB9F Plenum 10' Cable Assembly	$15.00	$30.00
	1	**Liberty Cable**	**WQ531665 WQ531665** Single Gang Decora Plate with two CAT6 shielded connectors. "Laptop 1", "Laptop 2"	$89.00	$89.00
	1	**Liberty Cable**	**WQ531666 WQ531666** Single Gang Decora Plate with three CAT6 shielded connectors. "AV LAN" label	$115.00	$115.00
	1	**Mersive**	**Solstice Pod - Enterprise Pod Unlimited SP-7000-E** Wireless Presentation Device	$1,139.00	$1,139.00
	1	**Middle Atlantic**	**EB1 EB1** 1SP FLANGED ECONO BLANK	$8.00	$8.00
	1	**Middle Atlantic**	**EB3 EB3** 3SP FLANGED ECONO BLANK	$12.00	$12.00

	Quantity	Manufacturer Model	Unit Price	Extended
	1	**Middle Atlantic MFR-1627KM MFR-1627KM** 16SP27D MOBILE F RACK KM	$534.00	$534.00
	1	**Middle Atlantic PDS-1620R-NS PDS-1620R-NS** 16OUT 20A 3STGSEQ NO SRG	$245.00	$245.00
	2	**Middle Atlantic U2 U2** 2SP RACKSHELF 14.75DP	$52.00	$104.00
	1	**Middle Atlantic UFA-8-F1 UFA-8-F1** 1SP SHF 8"D W/1U FA,BPC	$43.00	$43.00
	7	**Panduit CJ688TGVL CJ688TGVL** Mini-Com Cat 6 8 position 8 wire, universal TG style module, Violet	$10.00	$70.00
	1	**Panduit CPP24WBLY** 24 Port modular patch panel supplied with six factory installed CFFP4 type front removable snap-in faceplate	$32.00	$32.00
	4	**QSC AD-C6T-WH AD-C6T-WH** 6.5" Two-way surface speaker, 70/100V transformer with 16Ω bypass - White (Priced individually, must be purchased in pairs)	$135.00	$540.00
	1	**QSC Core 110f Core 110f** DSP with 8 in, 8 out, 8 flex, POTS, VOIP and AEC processing. QLan and AES67 compatibility.	$2,118.00	$2,118.00
	2	**QSC I/O-USB Bridge I/O USB Bridge** Q-Sys Poe Bridging Endpoint For AV-to-USB Bridging	$1,175.00	$2,350.00
	1	**QSC PTZ-12x72 PTZ-12x72** Q-SYS POE CAMERA FOR AV-TO-USB BRIDGING. 12X OPTICAL ZOOM 72° HORIZONTAL FIELD OF VIEW. INCLUDES LAN, 3G-SDI AND HDMI	$2,940.00	$2,940.00
	1	**QSC PTZ-WMB1 PTZ-WMB1** Wall mount bracket for QSC PTZ-IP camera	$58.00	$58.00
	1	**QSC SPA4-100 SPA4-100** SPA series high-Z 4 channel power amplifier, 100 watt	$643.75	$643.75
	2	**Sharp PN-LE801 PN-LE801** 80" AQUOS Full HD Smart LED TV 3-Year On-site Limited Warranty	$3,199.00	$6,398.00
	1	**Shure MXA910 MXA910** 2'x2' Ceiling Tile Beam Steering Microphone with Dante Output. POE powered. Up to 8 unique audio coverage patterns can be formed simultaneously	$3,529.00	$3,529.00

	Quantity	Manufacturer	Model	Unit Price	Extended
	7	**Tripp Lite**	**N201-001-PU N201-001-PU** 1 Feet Cat6 Gigabit Snagless Molded Patch Cable (RJ45 M/M) - Purple	$4.00	$28.00
	7	**Tripp Lite**	**N201-010-PU N201-010-PU** CAT6 Patch Cable, 10'	$8.00	$56.00
	1	**Tripp Lite**	**N201-015-BK N201-015-BK** CAT6 M-M Cable, 15', Black	$9.00	$9.00
	1	**Tripp Lite**	**N201-025-PU N201-025-PU** CAT6 Patch Cable, PURPLE, 25'	$11.00	$11.00
videxio	1	**Videxio**	**1-9 EUL 1 YR 5105-0503** Videxio Enterprise User License, 1-9 tier pricing prepaid for 3 year contract. Includes 50 port Virtual Meeting Room (VMR) with personal video account	$390.00	$390.00

Equipment: **$36,843.15**

Labor: **$8,981.91**

Third Floor: 305 Conference Total: **$45,825.06**

	Quantity	Manufacturer	Model	Unit Price	Extended
			Third Floor: 313 Conference		
	2		**Cables To Go 28103 28103** 3m USB 2.0 A/B Cable - Black (9.8ft)	$7.00	$14.00
	30		**CCCP CBL-22/1 *CBL-22/1** Mic/Line audio cable. 22AWG shielded twisted pair with ground wire.	$2.60	$7.80
	150		**CCCP CBL-CAT6-PR-P *CBL-CAT6-PR-P** CAT. 6 Plenum Purple	$32.00	$96.00
	70		**CCCP CBL-SPK-14-P *CBL-SPK-14-P** 2 Cond 14 Unshielded Raw Cable, Plenum, Per Foot	$21.00	$42.00
	6		**CCCP RJ45-CAT6 11108080034** One Piece RJ45 crimp connector for Cat6 cable	$4.00	$24.00
	1		**Chief LTM1U LTM1U** Large, Height Adjustable, Tilt Mount	$205.00	$205.00
	125		**Extron *CBL-XTP-P 22-235-03** Shielded Digital Twisted Pair Cable for XTP & DTP products - Plenum, Per Foot	$180.00	$300.00
	1		**Extron DTP HDMI 4K 230 Rx 60-1271-13** DTP HDMI 4K 230 Rx **Power Supply Sold Separately**	$276.00	$276.00
	1		**Extron DTP HDMI 4K 230 Tx 60-1271-12** HDMI 4K Twisted Pair Extender	$276.00	$276.00
	4		**Extron HDMI Ultra/6 26-663-06** 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	$50.00	$200.00
	1		**Extron IN1608 xi IPCP SA 60-1238-85** Eight Input HDCP-Compliant Scaling Presentation Switcher with DTP Extension - 2 x 50 Watt Stereo Power Amplifier and Control Processor	$2,935.00	$2,935.00
	1		**Extron PS 1215 C 70-1174-01** 12V, 1.5A, Captive Screw Connector	$53.00	$53.00
	1		**Extron TLP Pro 1022T 60-1601-02** 10" Tabletop TouchLink Pro Touchpanel	$1,642.00	$1,642.00

	Quantity	Manufacturer	Model	Unit Price	Extended
	4	**Extron XTP DTP 24 Plug - Each 101-005-02**	XTP DTP 24 Plug, EACH	$5.00	$20.00
	1	**Extron XTP DTP/9 26-702-09**	9' (2.7 m) XTP DTP 24 non-plenum cable	$28.00	$28.00
	1	**Extron ZIPCLIP200 - Single 101-001-01-EA**	Mounting Kit for 1/8 and 1/4 Rack Width - Each	$11.00	$11.00
	1	**Generic Desktop PC Desktop PC**	[OFE] - Existing computer	$0.00	$0.00
	1	**Generic LAPTOP OFE**	[OFE]	$0.00	$0.00
	1	**HP JL261A#ABA JL261A#ABA**	HP Aruba 2930F 24G PoE+ 4SFP Switch - 24 Network, 4 Uplink - Manageable - Twisted Pair, Optical Fiber - Modular - 3 Layer Supported - 1U High - Rack-mountable, Desktop - Lifetime Limited Warranty	$1,215.00	$1,215.00
	1	**Liberty Cable CBL-RS232-F CAMERA-CQ89699-2**	Bare Wire - DB9F Plenum 10' Cable Assembly	$15.00	$15.00
	1	**Liberty Cable WQ531665 WQ531665**	Single Gang Decora Plate with two CAT6 shielded connectors. "Laptop 1", "Laptop 2"	$89.00	$89.00
	1	**Liberty Cable WQ531666 WQ531666**	Single Gang Decora Plate with three CAT6 shielded connectors. "AV LAN" label	$115.00	$115.00
	1	**Mersive Solstice Pod - Enterprise Pod Unlimited SP-7000-E**	Wireless Presentation Device	$1,139.00	$1,139.00
	4	**Middle Atlantic EB1 EB1**	1SP FLANGED ECONO BLANK	$8.00	$32.00
	1	**Middle Atlantic EB3 EB3**	3SP FLANGED ECONO BLANK	$12.00	$12.00
	1	**Middle Atlantic MFR-1627KM MFR-1627KM**	16SP27D MOBILE F RACK KM	$534.00	$534.00
	1	**Middle Atlantic PDS-1620R-NS PDS-1620R-NS**	16OUT 20A 3STGSEQ NO SRG	$245.00	$245.00

	Quantity	Manufacturer Model	Unit Price	Extended
	1	**Middle Atlantic U2 U2** 2SP RACKSHELF 14.75DP	$52.00	$52.00
	1	**Middle Atlantic UFA-8-F1 UFA-8-F1** 1SP SHF 8"D W/1U FA,BPC	$43.00	$43.00
	3	**Panduit CJ688TGVL CJ688TGVL** Mini-Com Cat 6 8 position 8 wire, universal TG style module, Violet	$10.00	$30.00
	1	**Panduit CPP24WBLY** 24 Port modular patch panel supplied with six factory installed CFFP4 type front removable snap-in faceplate	$32.00	$32.00
	2	**QSC AD-C6T-WH AD-C6T-WH** 6.5" Two-way surface speaker, 70/100V transformer with 16Ω bypass - White (Priced individually, must be purchased in pairs)	$135.00	$270.00
	1	**QSC Core 110f Core 110f** DSP with 8 in, 8 out, 8 flex, POTS, VOIP and AEC processing. QLan and AES67 compatibility.	$2,118.00	$2,118.00
	1	**QSC I/O-USB Bridge I/O USB Bridge** Q-Sys Poe Bridging Endpoint For AV-to-USB Bridging	$1,175.00	$1,175.00
	1	**QSC SPA2-60 SPA2-60** SPA series low-Z power amplifier, 60 watt	$388.00	$388.00
	1	**Sharp PN-LE701 PN-LE701** 70" AQUOS Full HD Smart LED TV 3-Year On-site Limited Warranty	$1,825.00	$1,825.00
	1	**Shure MXA310 MXA310** Tabletop wired microphone featuring Dante digital output with four programmable pickup lobes for coverage. POE powered.	$765.00	$765.00
	3	**Tripp Lite N201-001-PU N201-001-PU** 1 Feet Cat6 Gigabit Snagless Molded Patch Cable (RJ45 M/M) - Purple	$4.00	$12.00
	6	**Tripp Lite N201-010-PU N201-010-PU** CAT6 Patch Cable, 10'	$8.00	$48.00
	2	**Tripp Lite N201-015-BK N201-015-BK** CAT6 M-M Cable, 15', Black	$9.00	$18.00
visix	1	**Visix VX-P-E74 VX-P-E74** PW - EPS 74 - Paper-White Electronic Room Sign	$323.00	$323.00

	Quantity	Manufacturer	Model	Unit Price	Extended
visix	1	**Visix VX-P-MGK VX-P-MGK**	PW - EPS 74 Glass Mount Kit	$39.00	$39.00

Equipment:	**$16,663.80**
Labor:	**$7,480.44**
Third Floor: 313 Conference Total:	**$24,144.24**

	Quantity	Manufacturer	Model	Unit Price	Extended
			Third Floor: Council Chambers		
	1	**Cables To Go 28102 28102**	2m USB 2.0 A/B Cable - Black (6.5ft)	$7.00	$7.00
	3	**Canare SD6-BB1.5 SD6-BB1.5**	L-5CFW HD-SDI / SMPTE 424M RG6 BNC Cable - 1.5 Foot Black	$17.00	$51.00
	1	**Canare SD6-BB10 SD6-BB10**	L-5CFW HD-SDI / SMPTE 424M RG6 BNC Cable - 10 Foot Black	$35.32	$35.32
	1	**CCCP /VINSTALLMAT /VINSTALLMAT**	Misc Install Materials, Shipping	$13,500.00	$13,500.00
	26	**CCCP CBL-22/1 *CBL-22/1**	Mic/Line audio cable. 22AWG shielded twisted pair with ground wire.	$3.80	$9.16
	50	**CCCP CBL-22/1-CON-P *CBL-22/1-CON-P**	Control cable. 22AWG shielded twisted pair with ground wire. Plenum Rated	$49.50	$49.50
	550	**CCCP CBL-22/1-P *CBL-22/1-P**	Mic/Line audio cable. 22AWG shielded twisted pair with ground wire. Plenum Rated	$35.00	$385.00
	750	**CCCP CBL-CAT6-BL-P *CBL-CAT6-BL-P**	CAT. 6 Plenum Blue	$87.00	$435.00
	100	**CCCP CBL-CAT6-PR-P *CBL-CAT6-PR-P**	CAT. 6 Plenum Purple	$64.00	$64.00
	200	**CCCP CBL-RG58-P *CBL-RG58-P**	Rg58 Coax for Wireless Antenna Systems, Plenum rated	$68.44	$136.88
	1080	**CCCP CBL-SPK-14-P *CBL-SPK-14-P**	2 Cond 14 Unshielded Raw Cable, Plenum, Per Foot	$90.00	$648.00
	12	**CCCP RJ45-CAT6 11108080034**	One Piece RJ45 crimp connector for Cat6 cable	$4.00	$48.00
	1	**Chief K1C120B K1C120B**	Kontour™ K1C Dynamic Column Mount, 1 Monitor	$178.00	$178.00
	1	**Chief PAC716 PAC716**	Video Conferencing Camera Shelf - 14"	$98.00	$98.00

	Quantity	Manufacturer Model	Unit Price	Extended
	2	**Chief PDRUB PDRUB** LARGE DUAL ARM W/ UNIVERSAL	$570.00	$1,140.00
	2	**Decimator Design MD-HX MD-HX** Miniature (3G-HD-SD) - SDI / HDMI Cross Converter with Scaling and Frame Rate Conversion	$305.00	$610.00
	11	**Ergotron Neo-Flex® Monitor Stand 33-310-060** Monitor mount with 5" travel and VESA 75 or 100 mounting patterns.	$49.00	$539.00
	1725	**Extron *CBL-XTP-P 22-235-03** Shielded Digital Twisted Pair Cable for XTP & DTP products - Plenum, Per Foot	$360.00	$4,140.00
	1	**Extron DA2 HD 4K 60-1480-01** Two Output HDMI Distribution Amplifier	$473.00	$473.00
	1	**Extron DTP CrossPoint 86 4K IPCP SA 60-1382-12** 8x6 Seamless 4K Scaling Presentation Matrix Switcher	$9,052.00	$9,052.00
	1	**Extron DTP HD DA4 4K 230 60-1437-01** HDMI to Four Output DTP Twisted Pair Distribution Amplifier - 230 feet (70 m)	$1,642.00	$1,642.00
	1	**Extron DTP HD DA8 4K 230 60-1438-01** HDMI to Eight Output DTP Twisted Pair Distribution Amplifier - 230 feet (70 m)	$1,875.00	$1,875.00
	16	**Extron DTP HDMI 4K 230 Rx 60-1271-13** HDMI Twisted Pair Receiver - 230 feet (70 m)	$276.00	$4,416.00
	3	**Extron DTP HDMI 4K 230 Tx 60-1271-12** HDMI 4K Twisted Pair Extender	$276.00	$828.00
	2	**Extron DTP T HWP 4K 231 D - White 60-1421-13** DTP Transmitter for HDMI - Decorator-Style Wallplate, White - 230 feet (70 m)	$348.00	$696.00
	5	**Extron HDMI Pro/35 26-650-35** 4K Premium High Speed HDMI Pro Cable - 35' (10.6 m)	$185.00	$925.00
	2	**Extron HDMI Ultra/15 26-663-15** 4K High Speed HDMI Ultra-Flexible Cable - 15' (4.5 m)	$72.00	$144.00
	24	**Extron HDMI Ultra/6 26-663-06** 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	$50.00	$1,200.00

	Quantity	Manufacturer Model	Unit Price	Extended
	1	**Extron HDMI Ultra/9 26-663-09** 4K Premium High Speed HDMI Ultra-Flexible Cable - 9' (2.7 m)	$58.00	$58.00
	5	**Extron HDMIF-DVIDM 26-616-01** HDMI Female to DVI-D Male Adapter, Gold Plated Contacts	$29.00	$145.00
	1	**Extron MBU 125 70-077-01** 1/4 & 1/2 Rack Width, Under-Desk Mount Kit for Two-Piece Enclosure	$36.00	$36.00
	1	**Extron PI 140 60-1361-01** High Power Injector for 12", 15", and 17" TouchLink Pro Touchpanels	$172.00	$172.00
	14	**Extron PS 1215 C 70-1174-01** 12V, 1.5A, Power Supply on Captive Screw	$53.00	$742.00
	1	**Extron RSU 129 60-190-01** 1U 9.5" Deep Universal Rack Shelf Kit	$76.00	$76.00
	1	**Extron SMP 351 3G-SDI 60-1324-02** with 3G-SDI Input – 80 GB SSD	$3,523.00	$3,523.00
	1	**Extron TLP Pro 1720TG 60-1345-02** 17" Tabletop TouchLink Pro touchpanel	$3,749.00	$3,749.00
	1	**Extron TLP Pro 725T BLACK 60-1562-02** 7" Tabletop TouchLink® Pro Touchpanel - Black	$1,349.00	$1,349.00
	1	**Extron USB Extender Plus R 60-1471-13** Twisted Pair Extender for USB Peripherals	$406.00	$406.00
	1	**Extron USB Extender Plus T 60-1471-12** Twisted Pair Extender for USB Peripherals	$406.00	$406.00
	14	**Extron XTP DTP 24 Jack Each 101-023-01-EACH** Shielded RJ-45 Punch Down Jack Kit for Extron XTP DTP 24 Shielded Twisted Pair Cable	$18.00	$252.00
	38	**Extron XTP DTP 24 Plug - Each 101-005-02** XTP DTP 24 Plug, EACH	$5.00	$190.00
	1	**Extron XTP DTP P/9 26-695-09** 9' (2.7 m) XTP DTP 24 plenum cable	$40.00	$40.00

	Quantity	Manufacturer Model	Unit Price	Extended
	4	**Extron XTP DTP/9 26-702-09** 9' (2.7 m) XTP DTP 24 non-plenum cable	$28.00	$112.00
	14	**Extron ZIPCLIP200 - Single 101-001-01-EA** Mounting Kit for 1/8 and 1/4 Rack Width - Each	$11.00	$154.00
	1	**Generic Desktop PC Desktop PC** [OFE] - Existing computer	$0.00	$0.00
	3	**Generic LAPTOP OFE** [OFE]	$0.00	$0.00
	1	**HP JL262A#ABA JL262A#ABA** HP 2930F 48G PoE+ 4SFP Switch - 48 Network, 4 Uplink - Manageable - Twisted Pair, Optical Fiber - Modular - 3 Layer Supported - 1U High - Desktop, Rack-mountable - Lifetime Limited Warranty	$2,119.23	$2,119.23
	6	**K-Array ANAKONDA-KAN200+ 8 KAN200+ 8** 2 meter flexible speaker with 16 1" drivers 8 Ohm version	$977.00	$5,862.00
	1	**K-Array ANAKONDA-KAN200+ 8 C KAN200+ 8** 2 meter flexible speaker with 16 1" drivers 8 Ohm version	$999.00	$999.00
	12	**LG 22SM3B 22SM3B** 22" Small Signage Display	$359.00	$4,308.00
	2	**Liberty AV WQ530320 WQ530320** Single Gang White Plate for horizontal mounting with XLR for mic level audio output. Also has two RCA for stereo line level output, 3.5mm for stereo line level output, and 1/4" balance mono.	$58.00	$116.00
	1	**Liberty AV WQ534602 WQ534602** Wall Plate, 2 Gang White with two shielded CAT6 and two SDI connectors	$112.00	$112.00
	1	**Liberty AV WQ534604 WQ534604** Wall Plate, 2 Gang White with two shielded CAT6 and one SDI connectors	$102.00	$102.00
	1	**Liberty AV WQ534605 WQ534605** Wall Plate, 2 Gang White with one shielded CAT6 and one SDI connectors	$75.00	$75.00
	1	**Liberty AV WQ534611 WQ534611** Wall Plate, 2 Gang White with one shielded CAT6	$75.00	$75.00
	3	**Liberty AV ZD01** Premium RCA pair for 7.5mm and smaller audio cable	$8.00	$24.00

	Quantity	Manufacturer Model	Unit Price	Extended
	11	**Liberty Cable 221P-3.5TRSM-M-10 221P35TRSMM10** 3.5 M-M Stereo Audio Cable, 10'	$16.00	$176.00
	2	**Liberty Cable CBL-RS232-F CAMERA-CQ89699-2** Bare Wire - DB9F Plenum 10' Cable Assembly	$15.00	$30.00
	1	**Liberty Cable DB9F DB9F** D-Sub Jack, 9pin Female Solder Nickel	$4.00	$4.00
	1	**Liberty Cable ELZ-09MT ELZ-09MT** Hood, Dsub 9/15pin	$4.00	$4.00
	1	**Liberty Cable PC6BS050BK PC6BS050BK** 50' LAN and HDBaseT Solutions Shielded Category 6 pre-made patch cable	$39.00	$39.00
	2	**Liberty Cable WQ531665 WQ531665** Single Gang Decora Plate with two CAT6 shielded connectors. "Laptop 1", "Laptop 2"	$89.00	$178.00
	1	**Listen Technologies LS-55-072 LS-55-072** iDSP Prime Level III Stationary RF System (72 MHz)	$1,585.00	$1,585.00
	1	**Mersive Solstice Pod - Enterprise Pod Unlimited SP-7000-E** Wireless Presentation Device	$1,139.00	$1,139.00
	1	**Middle Atlantic BGR-276FT-FC 656747147821** BGR 276CFM FAN TOP W/FC	$338.00	$338.00
	1	**Middle Atlantic BGR-38SA-32 656747139932** Stand alone Lever lock system, 38 space	$840.00	$840.00
	1	**Middle Atlantic BR1 BR1** 1SP PANEL W/BRUSH GROMMET	$36.00	$36.00
	2	**Middle Atlantic CBS-BGR 656747143410** BGR CASTER KIT W/HDWARE	$120.00	$240.00
	13	**Middle Atlantic EB1 EB1** 1SP FLANGED ECONO BLANK	$8.00	$104.00
	3	**Middle Atlantic LBP-1A LBP-1A** 10 PACK L LACER BAR	$28.00	$84.00

	Quantity	Manufacturer Model	Unit Price	Extended
	1	**Middle Atlantic UQFP-4RT 656747129711** Fan Panel with thermostatic control; 100 CFM at 27 dB	$167.00	$167.00
	1	**Middle Atlantic VT2 VT2** 2SP PERFORATED VENT PANEL	$17.00	$17.00
	1	**Middle Atlantic Products RC-3 RC-3** 3SP CLAMPING RACKSHELF	$70.00	$70.00
	2	**Neutrik NC3FXB NC3FX-B** Neutrik XLR 3 pin cable mt (f) black/gold Connector	$7.00	$14.00
	1	**Neutrik NC3MXB NC3MX-B** Neutrik XLR 3 pin cable mt (m) black/gold Connector	$6.00	$6.00
	3	**Neutrik NL4FC NL4FC** NL4 Male Connector	$7.00	$21.00
	1	**Panduit CPP24WBLY** 24 Port modular patch panel supplied with six factory installed CFFP4 type front removable snap-in faceplate	$32.00	$32.00
	9	**Panduit STP6X3VL STP6X3VL** 3' Shielded (S/FTP) patch cable	$20.00	$180.00
	4	**Panduit STP6X7VL STP6X7VL** 7' Shielded (S/FTP) patch cable	$20.00	$80.00
	4	**QSC AD-C6T-BK AD-C6T-BK** 6.5" Two-way surface speaker, 70/100V transformer with 16Ω bypass - Black (Priced individually, must be purchased in pairs)	$135.00	$540.00
	2	**QSC AD-C6T-WH AD-C6T-WH** 6.5" Two-way surface speaker, 70/100V transformer with 16Ω bypass - White (Priced individually, must be purchased in pairs)	$135.00	$270.00
	1	**QSC AD-S6T-WH AD-S6T-WH** Black 6" Two Way speaker in White with IP54 rating.	$223.00	$223.00
	1	**QSC CDN64 CDN64** Dante network audio input and output bridge card	$1,045.00	$1,045.00
	2	**QSC CIML4 CIML4** Microphone/Line Level Input Card	$234.00	$468.00

	Quantity	Manufacturer Model	Unit Price	Extended
	3	**QSC COL4 COL4** Line Level Output Card	$211.00	$633.00
	1	**QSC CORE 510i CORE510i** Q-SYS Integrated Core Processor, eight card slots, 2 RU, black	$4,241.00	$4,241.00
	1	**QSC CXD8.8Qn CXD8.8Qn** CXD-Q series network 8ch audio amplifier 1000 watt/channel at 4 ohm continuous, 850W @ 70V per channel	$3,589.00	$3,589.00
	2	**RDL TX-A2 TX-A2** Audio Converter – Balanced to Unbalanced - Terminals, dual-RCA	$95.00	$190.00
	1	**Roland V-800HD MK II V-800HD MK II** Multi-Format Video Switcher with DVI (HDMI), SDI and analog video inputs	$7,599.00	$7,599.00
	3	**Rose Brand ONE-WRAP-STRAPS-12 ONE-WRAP-STRAPS-12** Bag of 50 5"x12" Velcro Straps (Black or White)	$29.00	$87.00
	2	**Sharp PN-LE901 PN-LE901** 90" Class (90 1/64" diagonal) Screen Size	$6,228.00	$12,456.00
	2	**Shure QLXD24/SM58 QLXD24/SM58** Handheld Wireless Microphone System	$999.00	$1,998.00
	2	**Shure SB900 SB900A** Shure Lithium-Ion Rechargeable Battery	$98.00	$196.00
	1	**Shure SBC200-US SBC200-US** Dual Docking Charger with PS45US Power Supply	$219.00	$219.00
	1	**Shure UA221 UA221** Passive Antenna Splitter/Combiner Kit. Includes Two Splitter/Combiners, Four Coaxial Cables, and Attaching Hardware	$144.29	$144.29
	4	**Shure UA802 UA802** [OFE] - 2' UHF Coaxial Antenna Cable, BNC-BNC, RG58C/U Type	$0.00	$0.00
	2	**Shure UA864US UA864US** Wall-Mounted Wideband Antenna	$375.00	$750.00
	2	**Surgex SX-1115-RT SX-1115-RT** Rack Mount Surge Eliminator	$550.00	$1,100.00
	23	**Televic CAT6-07 CAT6-07** 7' CAT6 shielded patch cable for Televic microphone systems	$17.00	$391.00

	Quantity	Manufacturer Model	Unit Price	Extended
	1	**Televic CoCon-Audio CoCon-Audio** Audio Routing Software for Televic Plixus-AE	$1,375.00	$1,375.00
	1	**Televic DANTE-ANC DANTE-ANC** Dante option card for Plixus-AE to provide audio IO to a digital network	$1,215.00	$1,215.00
	24	**Televic D-MIC40SL D-MIC40SL** 40CM/16" gooseneck mic for Televic discussion unit	$175.00	$4,200.00
	1	**Televic Plixus-AE Plixus-AE** Televic Plixus Audio Engine Central Unit	$3,869.00	$3,869.00
	1	**Televic T-CD T-CD** Discussion Chairman mic base with speaker	$509.00	$509.00
	23	**Televic T-DD T-DD** Discussion delegate mic base with speaker	$455.00	$10,465.00
	1	**Tripp Lite N201-001-PU N201-001-PU** 1 Feet Cat6 Gigabit Snagless Molded Patch Cable (RJ45 M/M) - Purple	$4.00	$4.00
	8	**Tripp Lite N201-007-PU N201-007-PU** CAT6 Patch Cable, 7'	$7.00	$56.00
	7	**Tripp Lite N201-010-PU N201-010-PU** CAT6 Patch Cable, 10'	$8.00	$56.00
	1	**Tripp Lite N201-015-BK N201-015-BK** CAT6 M-M Cable, 15', Black	$9.00	$9.00
	1	**Vaddio PCC Premier 999-5750-000** Precision Camera Controller - Premier IP Control of any RoboSHOT or ClearSHOT camera anywhere on the IP Network RS-232 control of up to eight (8) Vaddio, and select Sony or Panasonic PTZ Cameras	$2,870.00	$2,870.00
	2	**Vaddio RoboSHOT 12 HD-SDI 999-9930-000** Professional Class, HD PTZ Camera featuring: •• Simultaneous HD-SDI, HDMI and IP (H.264) Streaming ••12X Optical Zoom Lens ••Exmor 1/2.8-Type 2.34 Megapixel Image Sensor	$2,879.00	$5,758.00
	1	**Vaddio RoboSHOT 30 HD-SDI 999-9933-000** Professional Class, HD PTZ Camera featuring: •• Simultaneous HD-SDI, HDMI and IP (H.264) Streaming ••30X Optical Zoom Lens ••Exmor 1/2.8-Type 2.34 Megapixel Image Sensor	$3,170.00	$3,170.00

	Quantity	Manufacturer	Model	Unit Price	Extended
	1	**Vaddio RoboSHOT 30 HD-SDI (white) 999-9933-000W**	Professional Class, HD PTZ Camera featuring: •• Simultaneous HD-SDI, HDMI and IP (H.264) Streaming ••30X Optical Zoom Lens ••Exmor 1/2.8-Type 2.34 Megapixel Image Sensor	$3,170.00	$3,170.00
videxio	1	**Videxio 1-9 EUL 1 YR 5105-0503**	Videxio Enterprise User License, 1-9 tier pricing prepaid for 3 year contract. Includes 50 port Virtual Meeting Room (VMR) with personal video account	$390.00	$390.00
	750	**West Penn Wire-Cdt 254246AF**	23 AWG 4 pair solid bare copper conductor, shielded with an overall jacket category 6A untwisted pair cable	$202.50	$1,012.50
	650	**West Penn Wire-Cdt 256350 256350**	RG/6 18G Digital Video, SDI to 250' plenum	$172.50	$747.50
	6	**West Penn Wire-Cdt CN-BM53-25 ea CN-BM53-25 ea**	50 Ohm BNC Straight Plug Male Connector for 25812	$4.00	$24.00
	10	**West Penn Wire-Cdt CN-BM73-4 ea. CN-BM73-4 ea.**	Three Piece crimp BNC connector for West Penn 256350 SDI cable	$1.75	$17.50
	10	**West Penn Wire-Cdt CN-MFP8 CN-MFP8**	10G Cat6A Shielded Plug	$19.00	$190.00

Equipment:	**$149,157.88**
Labor:	**$21,538.44**
Third Floor: Council Chambers Total:	**$170,696.32**

	Quantity	Manufacturer	Model	Unit Price	Extended
			Digital Signage		
visix	1		**Visix VX-P-CNF VX-P-CNF** PW - EPS Conference and EPS Management Software	$705.00	$705.00
visix	7		**Visix VX-P-IMW VX-P-IMW** PW - EPS Remote Implementation Support Service	$165.00	$1,155.00
visix	1		**Visix VX-P-SMC VX-P-SMC** PW - EPS Software Support and Maintenance Subscription	$448.00	$448.00
			Additional Options		
visix	1		**Visix VX-P-CFA VX-P-CFA** VX-P-CFA PW - EPS Aluminum Faceplate with Room Numbers	$93.00	$93.00
visix	1		**Visix VX-P-CFP VX-P-CFP** PW - EPS Custom Faceplate	$165.00	$165.00
visix	1		**Visix VX-P-TCS VX-P-TCS** PW - EPS Template Customization Service	$317.00	$317.00

Equipment:	**$2,883.00**
Labor:	**$0.00**
Digital Signage Total:	**$2,308.00**
Equipment Subtotal:	***$308,112.63***
Labor Subtotal:	***$77,422.04***
Project Subtotal:	***$385,534.67***

Project Summary

Equipment:	**$308,112.63**
Labor:	**$77,422.04**
Grand Total:	**$385,534.67**

Payment Schedule	Amount	Due Date
Initial Deposit	$192,767.34	
Equipment Delivery	$115,660.40	
Final Acceptance	$77,106.93	

Client: **Date**

Contractor: **Camera Corner, Inc.** **Date**

Pricing valid 30 days from date of quote, unless otherwise noted

III

4.8

Res. No. 120 - 18 - 19. By Alderperson Wolf. November 5, 2018.

A RESOLUTION 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.

WHEREAS, the City of Sheboygan is in the process of a complete renovation of the City Hall Building including new council chambers as well as several conference spaces all of which require technology enhancements to enhance productivity and foster transparency in government; and

WHEREAS, the City desires to equip the new council chambers with equipment which will greatly improve the quality of the proceedings broadcasted live through the city's cable access channel, WSCS-TV; and

WHEREAS, to that end, the City has worked closely with Camera Corner Connecting Point, Inc. of Green Bay WI in the design and specification of the new systems and has obtained a quotation of costs associated with the improvements; and

WHEREAS, Camera Corner Connecting Point, Inc. is a trusted technology vendor to the City of Sheboygan and is also a listed vendor on the State of WI Contract for technology, which allows the City to procure the goods and services at the lowest possible cost without the need for competitive bidding.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with Camera Corner Connecting Point of Green Bay, WI for the design, provision and complete installation of Audio Visual Technology Systems and Equipment for the newly renovated City Hall in the amount of $385,534.67.

Public Works approve pubs

BE IT FURTHER RESOLVED: That the following funding source shall be used in payment for the contracted purchase and installation of the Technology Equipment authorized by this Resolution:

27058110-642400 2019 Cable TV Fund Audio-Visual Equipment $170,696.32
47722100-621200 2019 Capital Improvements-Buildings $ 214,838.35

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 19, 2018.

Your 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.

MEF

_____ _____

_____ _____

_____ _____

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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 125 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
November 12, 2018.

A RESOLUTION authorizing preliminary action in connection with the prospective Broadway Avenue and Business Drive tax increment financing redevelopment project.

WHEREAS, the City of Sheboygan, Wisconsin (the "City"), is a municipal corporation that is authorized to take certain actions to establish a Tax Incremental District and provide Tax Incremental Finance pursuant to the Tax Increment Law, Wisconsin Statute 66.1105; and

WHEREAS, at the request of Green Street Development Group, LLC, a Missouri limited liability company (the "Developer"), City staff have investigated the possibility of establishing a Tax incremental District (as such term is defined in the Tax Increment Law), to be known as the "Broadway Ave. and Business Dr. Tax Incremental District," to include property that Developer has a contract to purchase, consisting of approximately 17.5 acres known as tax parcels #59281513391 and #59281513500 (the "Property"), (the "Tax Incremental District" or "TID"); and

WHEREAS, the Developer proposes to redevelop the TID by purchasing the Property, performing environmental remediation, removing blight, engaging in certain conservation efforts, rehabilitating certain improvements situated on the Property, and developing a mixed-use development (as defined in the Tax Increment Law) (collectively, the "Project"), which shall be subject to approval of a final Project Plan (as such term is defined in the Tax Increment Law) by the City; and

WHEREAS, the City expects to reimburse the Developer for a portion of the Project costs, which are determined eligible to be reimbursed from Tax Increment; and

WHEREAS, the Developer submitted a financial analysis of the Project to the City, which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED: That the City declares its intention of entering into a Development Agreement with the Developer and initiating the process to establish the Broadway Ave. and Business Dr. Tax Incremental District, as set forth in Wisconsin Statute 66.1005(4). The purpose of the TID would be to collect certain Tax Increment to be reimbursable to the Developer, as outlined in Exhibit A, for certain eligible expenses.

BE IT FURTHER RESOLVED: That this Resolution is adopted for the purpose of including Developer to proceed with the Project and incur costs pending formation of the District.

Finance + Personnel approve

BE IT FURTHER RESOLVED: That the final creation of the TID is subject to several variables including the award of Low Income Housing Tax Credits from the Wisconsin Housing and Economic Development Authority and the negotiation of a Development Agreement between City and Developer.

BE IT FURTHER RESOLVED: That this Resolution shall be in full force and effect from and after its passage, approval and publication according to law.

_____

_____

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

Exhibit A

Sources and Uses Summary

Sources of Funding	Amount
Equity	12,705,188
Debt	28,791,417
TIF	5,249,896
Deferred Developer Fee	998,078
TOTAL SOURCES	**47,744,579**

Uses/Budget Summary	Amount
Site Acquisition Costs	1,308,096
Construction Costs	35,865,000
Owner Contingency	1,321,500
Prof. Fees and Soft Costs	3,220,000
Perm Financing Costs	430,000
Construction Period Costs	1,635,000
Tax Credit Fees & DD	191,400
Reserves	1,287,143
Developer Fee	2,486,440
Total Uses of Funding	**$47,744,579**

TIF Calculation

	NOI	CAP	Assessed Value	Adjuster	Adjusted	Rate	Taxes
Workforce Phase	$ 487,572	6%	$ 8,126,200	60%	$ 4,875,720	$ 24.80	$ 120,918
Market Rate Phase	$ 1,273,551	6%	$ 21,225,850	100%	$ 21,225,850	$ 24.80	$ 526,401
Commercial Phase		6%	$ 2,500,000	100%	$ 2,500,000	$ 24.80	$ 62,000
			$ 31,852,050		$ 28,601,570		$ 709,319

Years	% TIF	TTL TIF	Increment/yr
20	65%	$ 1,817,442	$ 90,872.09
12	50%	$ 3,432,454	
		$ 5,249,896	

Units	Tax PUPY	Tax PUPM
105	$ 1,152	$ 96
144	$ 3,656	$ 305

WORKFORCE PHASE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Tax Collected w/ 1.5% growth	$ 120,918	$ 122,732	$ 124,573	$ 126,441	$ 128,338	$ 130,263	$ 132,217	$ 134,200	$ 136,213	$ 138,256	$ 140,330	$ 142,435	$ 144,572	$ 146,740	$ 148,941	$ 151,175	$ 153,443	$ 155,745	$ 158,081	$ 160,452
Total Tax over 20 years	$ 2,796,064																			
65% TIF	$ 1,817,442																			

MARKET RATE PHASE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
Tax Collected w/ 1.5% growth	$ 526,401	$ 534,297	$ 542,312	$ 550,446	$ 558,703	$ 567,083	$ 575,590	$ 584,224	$ 592,987	$ 601,882	$ 610,910	$ 620,074
Total Tax over 20 years	$ 6,864,908											
50% TIF	$ 3,432,454											

* All calculations of NOI, Cap Rate, Assessed Valuations and resulting real estate tax amounts were based on conclusions reached by the Sheboygan Assessor and Developer Proformas.

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 19, 2018.

Your 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.

_____ _____

_____ _____

_____ _____

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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 126 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
November 12, 2018.

A RESOLUTION 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.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the Department of Natural Resources and the City of Sheboygan, Wisconsin, a copy of which is attached hereto and incorporated herein.

_____

_____

Finance/ Personnel approve

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

IN THE MATTER OF:

AN AGREEMENT BETWEEN THE DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF SHEBOYGAN, WISCONSIN

TO INVESTIGATE AND CLEAN UP ENVIRONMENTAL CONTAMINATION AT 2117 INDIANA AVENUE, SHEBOYGAN, WISCONSIN, PURSUANT TO WIS. STAT. §§ 75.106 AND 66.0301, WIS. STAT. CH. 292, AND WIS. ADMIN. CODE CHS. NR 700 – 754.

WHEREAS, before a judgment is issued under Wis. Stat. § 75.521 or a tax deed is executed under Wis. Stat. § 75.14, Wis. Stat. § 75.106 authorizes the governing body of a County, to assign to a person the county's right to take judgment with respect to any parcel that is subject to foreclosure under Wis. Stat. § 75.521 or to take a tax deed with respect to any parcel subject to Wis. Stat. § 75.14, if all of the following apply:

A. The governing body of the county provides written notice to the governing body of the city, town or village in which the parcel that is subject to the county's foreclosure action is located at least fifteen (15) days before the governing body of the county meets to consider the approval of the assignment.

B. The governing body of the county produces a written assignment that is signed on behalf of the county, the assignee and the city, town or village in which the parcel that is subject to the county's foreclosure action is located.

C. The assignment identifies the parcel for which the judgment is assigned.

D. The parcel for which a judgment is assigned is a brownfield.

E. The assignment requires an environmental assessment of the parcel and requires that the Department of Natural Resources (the "DNR") be provided the results of that assessment before a final judgment under Wis. Stat. § 75.521 or a tax deed under Wis. Stat. § 75.14 related to the parcel is granted to the assignee.

F. The assignment requires that, if the parcel is contaminated by the discharge of a hazardous substance, as determined by the assessment under par. (e), and if the assignee elects to accept the judgment or deed assigned under this subsection regardless of the contamination, the assignee enters into an agreement with the DNR, before a final judgment is issued under Wis. Stat. § 75.521 or a tax deed is issued under Wis. Stat. § 75.14 related to the parcel, to clean up the parcel to the extent practicable; to minimize any harmful effects from the hazardous substance pursuant to rules the DNR promulgates; and to maintain and monitor the parcel pursuant to rules the DNR promulgates.

G. The assignment and an affidavit from the county treasurer that attests to the county governing body's approval of the assignment are filed with the court that is presiding over the county's foreclosure action under Wis. Stat. § 75.521 or, in the case of a tax deed issued under Wis. Stat. § 75.14, with the register of deeds.

WHEREAS, the City of Sheboygan (hereinafter the "City") is attempting to acquire real property located in the City of Sheboygan, Sheboygan County, Wisconsin, which consists of property described as: 2117 Indiana Avenue, Sheboygan, Wisconsin; Parcel Number 59281-511910; with the following legal description: KOERNER LAND COS SUBD LOTS 31 & 32 BLK 2. This 0.20-acre parcel is currently owned by Convenience Stores Leasing and Management LLC, and contains a vacant service station building, gasoline dispensers and a canopy (hereinafter known as the "Property"). The Property is further identified visually in a map included as Attachment A to this Agreement and is subject to tax foreclosure under Wis. Stat. § 75.521 and/or Wis. Stat. § 75.14.

WHEREAS, Sheboygan County is unwilling to enter into the chain of title for the Property via the tax foreclosure process but is open to assigning its right to take title to the City under Wis. Stat. § 75.106.

WHEREAS, the City will obtain the state's local government environmental unit liability exemption, authorized by Wis. Stat. § 292.11(9)(e), for the Property if Sheboygan County assigns its right to a judgment under Wis. Stat. § 75.521, or to a tax deed under Wis. Stat. § 75.14, to the City under Wis. Stat. § 75.106, and the City takes title to the Property.

WHEREAS, the Property is a brownfield, as described in Wis. Stat. § 238.13.

WHEREAS, the City has conducted an environmental assessment of the Property and the results of this assessment have been provided to the DNR.

WHEREAS, the environmental assessment identified the following environmental conditions at the Property: a) the existence of four underground gasoline storage tanks at the Property, that were abandoned in place, without product, in December 2015; and b) a closed environmental case, BRRTS number 03-60-150965, with continuing obligations related to residual soil and groundwater contamination.

WHEREAS, the DNR has reviewed the following documents related to the City's request for a Wis. Stat. § 75.106 agreement (hereinafter the "Agreement") for the Property:

- An October 8, 2018, cover letter and completed DNR Form 4400-237, along with payment of the appropriate fee, in which the City requests this Agreement.
- An information sheet for the Property and an aerial image of the Property provided by the City (Attachment A).
- Pages 2, 23, 24, and 35 from a document the City provided titled "Environmental Review of 26 Tax-Delinquent Properties in Sheboygan County," Project No. 18-1431, May 31, 2018, which was prepared by Fehr Graham, Plymouth, Wisconsin (Attachment B).
- Information contained in the DNR's Bureau for Remediation and Redevelopment Tracking System (BRRTS) database for case number 03-60-150965, titled UNIMART HWY 28, which is available at https://dnr.wi.gov/botw/GetActivityDetail.do?siteId=6446900&adn=0360150965.

WHEREAS, in furtherance of Wis. Stat. § 75.106, and in consideration of, and in exchange for, the promises and mutual understandings contained herein, and intending to be bound legally hereby, the City and the DNR, by their authorized representatives, have agreed to the execution of this Agreement.

NOW, THEREFORE, based upon the above recitals and the terms and conditions set forth below, the City and the DNR agree as follows:

I. PARTIES BOUND

The DNR and the City each have consented to the following Agreement, which is entered into pursuant to Wis. Stat. §§ 75.106 and 66.0301, and Wis. Stat. Ch. 292.

II. WORK TO BE PERFORMED BY THE CITY, SCHEDULE OF ACTIVITIES

All work to be performed by the City pursuant to this Agreement shall be conducted in accordance with Wis. Stat. chs. 289, 291, and 292, and the Wis. Admin. Code NR chs. NR 700 – 754, as well as any other applicable Administrative Rules and Statutes.

The City agrees to work with Sheboygan County to complete the requirements of Wis. Stat. § 75.106(2) prior to receiving a judgment issued under Wis. Stat. § 75.521 and/or Wis. Stat. § 75.14 to acquire the Property.

The City agrees to meet with the DNR's Remediation and Redevelopment (RR) Program project manager for the Property, along with other appropriate RR Program staff, no later than thirty (30) days after acquiring title to the Property, to discuss the environmental condition of the Property, the requirements for maintaining the local government environmental liability exemption, and other site investigation and remediation that may be necessary when the Property is put to its intended use by the City or sold/transferred to a non-exempt person or entity.

The City agrees to keep the RR Program project manager for the Property informed, in a timely manner, about plans and actions related to the redevelopment or other use of the Property. When the City is preparing to redevelop or otherwise use the Property, the City agrees to develop and deliver to DNR a detailed schedule of planned work at the Property that includes related timelines for the work. The City further agrees to undertake site investigation and remedial actions that are directed by the DNR and the Department of Agriculture, Trade and Consumer Protection, under Wis. Admin. Code ch. ATCP 93, to reduce to acceptable levels any substantial threat to public health or safety, per Wis. Stat. § 292.11(9)(e)(4) and Wis. Admin. Code § NR 708.17.

Following redevelopment or new use, the City agrees to obtain a liability clarification letter from DNR, per Wis. Stat. § 292.12(3)(b), using DNR Form 4400-237 and paying the fee, which will include directions on how to monitor and maintain health and safety protections at the Property related to residual contamination.

III. SUBMISSION OF DOCUMENTS

Documents, including reports, plans and correspondence, submitted pursuant to this Agreement shall be submitted to the DNR in accordance with Wis. Admin. Code § NR 700.11 and the other applicable chapters of Wis. Admin. Code ch. NR 700 rule series.

IV. SITE ACCESS

The employees and authorized representatives of the DNR shall have the authority to enter the Property to inspect the project and shall have access to all project records at all reasonable times for any purpose relating to the implementation of this Agreement. This may include but is not limited to inspecting progress of the site work by the City, conducting environmental testing, verifying data, reviewing records, and more. The City shall honor all reasonable requests for such access by the DNR or their authorized representatives.

VI. FEES

The City has paid a $700 fee to the DNR for preparation and review of this Agreement and agrees to reimburse the DNR for any costs incurred by the DNR for its oversight activities under this Agreement. Fees shall be paid as authorized by Wis. Stat. ch. 292, and as specified in Wis. Admin. Code chs. NR 749-750.

V. EFFECTIVE DATE

This Agreement shall be executed by the City prior to being executed by the DNR. The effective date of the Agreement shall be either the date the DNR signs and executes the Agreement, or the date the City acquires the property, whichever is later. This Agreement supersedes all previous agreements entered into by the City and the DNR with respect to the Property.

VI. CONDITIONS UNDER WHICH AGREEMENT IS VOIDED

This Agreement shall be null and void and the parties shall not be bound by the terms and conditions of the Agreement if the City, does not take judgment to the Property under Wis. Stat. §§ 75.106 within three (3) months of the effective date of this Agreement.

VII. AMENDMENT OF THE AGREEMENT

This Agreement may be amended by mutual written agreement of the DNR and the City.

VIII. DISPUTE RESOLUTION

A. Any dispute regarding this Agreement shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed twenty (20) days from the time the dispute arises, unless it is extended by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

B. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding paragraph, then the City shall have thirty (30) days after the conclusion of the informal negotiation period to invoke the formal dispute resolution procedures of this section by serving the State of Wisconsin a written Statement of Position on the matter in dispute, including but not limited to any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the City.

C. Within thirty (30) days after receipt of the Statement of Position, the DNR will serve the City its Statement of Position, including but not limited to any factual data, analysis or opinion supporting that position and all supporting documentation relied upon by the DNR. Within twenty (20) days after receipt of the DNR's Statement of Position, the City may submit a Reply.

D. Following receipt of the City's Statement of Position, the Secretary of the DNR will issue a final decision under Wis. Stat. § 227.47.

E. The invocation of formal dispute resolution procedures under this section shall not extend, postpone or affect in any way any obligation of the City under this Agreement, not directly in dispute, unless the DNR agrees otherwise.

XI. TERMINATION AND SATISFACTION OF THE AGREEMENT

The provisions of this Agreement shall be deemed satisfied upon receipt by the City of a written notice of completion from the DNR in a "liability clarification letter" indicating that the City has demonstrated

compliance with site investigation and remedial actions that were directed by the DNR to reduce to acceptable levels any substantial threat to public health or safety, per Wis. Stat. § 292.11(9)(e)(4) and Wis. Admin. Code § NR 708.17, when the Property is redeveloped or used by the City.

The DNR reserves the right to terminate any approval issued under this Agreement in the event the DNR determines that the City obtained the approval by fraud, misrepresentation or a knowing failure to disclose material information. The DNR further reserves the right to terminate this Agreement if the DNR determines that the City failed to make reasonable progress in undertaking Response Action(s) necessitated under the terms of this Agreement.

The Parties, whose signatures appear below, hereby agree to the terms of this Agreement, and represent and warrant that he or she has been duly authorized by the City or the DNR, to execute and legally bind the respective parties to the terms of this Agreement.

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
Darsi Foss, Director
Remediation and Redevelopment Program
101 S. Webster Street, P.O. Box 7921
Madison, WI 53707-7921

THE CITY OF SHEBOYGAN, WISCONSIN

By: _____ Date: _____
Michael Vandersteen, Mayor
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

Attest: _____ Date: _____
Meredith DeBruin, City Clerk

ATTACHMENT A TO 75.106 AGREEMENT

Map of 2117 Indiana Avenue (Highlighted in Red)

ATTACHMENT B TO 75.106 AGREEMENT

Sheboygan County

Environmental Review of 26 Tax-Delinquent Properties in Sheboygan County

Project No.: 18-1431

May 31, 2018

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

1237 Pilgrim Road

Plymouth, WI 53073

Prepared for:

Ms. Laura Henning-Lorenz

Sheboygan County

508 New York Avenue - Room 109

Sheboygan, WI 53081-4126

1. INTRODUCTION

Sheboygan County is considering actions to transfer ownership of certain tax delinquent properties to the County.

Fehr Graham was requested to assess potential environmental exposure to the County prior to taking action on the 26 properties. As you are aware, this environmental evaluation was not done to the ASTM standards for either a Transaction Screen nor a Phase I Environmental Assessment, and the completed work does not meet the "All Appropriate Inquiry" standard.

The evaluation involved a visual inspection of the properties in question, the physical setting, and a qualitative evaluation of the likelihood of environmental concerns in light of likely past operations. Some of the inspections were limited by access restrictions, making it impossible to inspect the inside of buildings or certain areas of the property itself.

The Wisconsin Department of Natural Resources (WDNR's) Bureau for Remediation and Redevelopment Tracking System (BRRTS) on the Web database was reviewed for each property. The "BRRTS on the Web" database contains information related to the investigation and cleanup of contamination to soil and groundwater that has been reported to the WDNR. One of the properties was listed on the "BRRTS on the web" database, the site was identified as "closed".

2. REVIEW OF FINDINGS BY INDIVIDUAL PROPERTY

Each of the 26 properties evaluated by Fehr Graham are listed in this section, followed by a brief description of the findings. Each property is split out on a separate page for your convenience.

The findings discuss observations on the property and surrounding properties. Each property is identified using Sheboygan County's Parcel Number.

PARCEL ID NO. 59281511910

2018 Site Photographs

This 0.20 acre parcel, owned by Convenience Stores Leasing & Management LLC, is located at 2117 Indiana Avenue in the City of Sheboygan. The property contains a vacant service station building, gasoline dispensers and canopy. The adjacent south and east properties are residential.

The 2017 review of this property included a review of the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) storage tank database. The database lists four (4) gasoline USTs including two 8,000-gallon USTs and two 4,000-gallon USTs at the property. According to the database, all four tanks were installed on 6/1/83 and were abandoned without product on 12/18/15. The 2017 review also included a search of the WDNR Bureau of Remediation and Redevelopment Tracking System (BRRTS). The database listed the property with an identified, but closed Leaking Underground Storage Tank (LUST) activity.

According to the database, the WDNR notified the property owner on 5/16/97 due to the discovery of petroleum contamination at the property. An investigation, remedial excavation and groundwater monitoring were performed at the property to address the soil and groundwater contamination. The LUST activity was closed to the satisfaction of the WDNR on 12/8/05 with continuing obligations due to residual soil and groundwater contamination at the property and in the S. 22nd Street and Indiana Avenue ROWs.

In addition, the BRRTs database includes a Dispenser and Supply Line Closure/Replacement Assessment that was performed at the property in September 2012. According to the assessment, residual soil contamination containing petroleum was identified beneath the supply lines at a depth of three feet below grade. The contamination was considered related to the previously closed LUST case; therefore, the WDNR did not require any additional investigation or remedial actions at the property.

During the site reconnaissance, it appeared all monitoring wells from the environmental investigation had been properly abandoned. However, two one-inch diameter Schedule 40 PVC temporary wells were observed on the property. It is not clear if the wells are supposed to be present, but it is suspected they were installed as part of the 2012 assessment activities.

The building on this parcel, due to its age, may have been constructed with asbestos containing materials. Generally, asbestos-containing materials that are in good condition will not release fibers and do not pose a danger unless fibers are released and inhaled into the lungs. If the future of this property includes demolition, an asbestos inspection by a certified inspector will be required.

The building on this parcel, if built prior to 1978, may have lead-based paint. Debris from demolition of this building will need to be handled in accordance with solid and hazardous waste regulations.

Based on the previous environmental investigation and cleanup and the case closure to the satisfaction of the WDNR at the property, additional environmental assessments do not appear to be necessary at this time. However, the observed temporary monitoring wells should be properly abandoned per state code. In addition, the gasoline dispensers should be removed, as they should have been removed during the 2012 supply line work.

Based on the site conditions that were documented in previous environmental testing, the County should be aware that there are remaining environmental issues on the property that will likely involve further cost during property redevelopment. There is the possibility of the discovery of additional contamination related to the closed LUST case or other site operations, could result in the WDNR reopening the BRRTS case at the property. Property redevelopment involving excavation will likely encounter contaminated materials that will require proper disposal. The presence of four abandon-in-place USTs will likely require excavation and proper removal, with further assessment and possibly remediation of soil and groundwater contamination that may be present beneath the tanks.

PARCEL	COMMENTS	RECOMMENDATION (S)	EST. COST
59281511910 2117 Indiana Avenue, City of Sheboygan	This parcel contains a building that, due to its age, may have been constructed with asbestos containing materials and/or lead paint.	If the building on this property is razed, an inspection will be required for this property.	$1,500 for the inspection completed by Fehr Graham
	The BRRTS review indicated a closed LUST case at this property.	No additional environmental assessments are recommended at this time. However, redevelopment may require significant additional activities.	
	Two temporary wells were observed on the property	It is recommended temporary wells are property abandoned.	$300 for well abandonment
59281618875 N. 35th Street, City of Sheboygan	No environmental issues or concerns were identified.		
59281623310 1904 N. 20th Street, City of Sheboygan	This parcel contains a Building that, due to its age, may have been constructed with asbestos containing materials and/or lead-based paint.	If the building on this property is razed, an inspection will be required for this property.	$1,500 for the inspection completed by Fehr Graham
	Possibility of heating oil UST	It is recommended that the visual inspection for UST be conducted	$200 for inspection
59281702340 Former 1714 N. 9th Street, City of Sheboygan	No environmental issues or concerns were identified.		

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

IN THE MATTER OF:

AN AGREEMENT BETWEEN THE DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF SHEBOYGAN, WISCONSIN

TO INVESTIGATE AND CLEAN UP ENVIRONMENTAL CONTAMINATION AT 2117 INDIANA AVENUE, SHEBOYGAN, WISCONSIN, PURSUANT TO WIS. STAT. §§ 75.106 AND 66.0301, WIS. STAT. CH. 292, AND WIS. ADMIN. CODE CHS. NR 700 – 754.

WHEREAS, before a judgment is issued under Wis. Stat. § 75.521 or a tax deed is executed under Wis. Stat. § 75.14, Wis. Stat. § 75.106 authorizes the governing body of a County, to assign to a person the county's right to take judgment with respect to any parcel that is subject to foreclosure under Wis. Stat. § 75.521 or to take a tax deed with respect to any parcel subject to Wis. Stat. § 75.14, if all of the following apply:

A. The governing body of the county provides written notice to the governing body of the city, town or village in which the parcel that is subject to the county's foreclosure action is located at least fifteen (15) days before the governing body of the county meets to consider the approval of the assignment.

B. The governing body of the county produces a written assignment that is signed on behalf of the county, the assignee and the city, town or village in which the parcel that is subject to the county's foreclosure action is located.

C. The assignment identifies the parcel for which the judgment is assigned.

D. The parcel for which a judgment is assigned is a brownfield.

E. The assignment requires an environmental assessment of the parcel and requires that the Department of Natural Resources (the "DNR") be provided the results of that assessment before a final judgment under Wis. Stat. § 75.521 or a tax deed under Wis. Stat. § 75.14 related to the parcel is granted to the assignee.

F. The assignment requires that, if the parcel is contaminated by the discharge of a hazardous substance, as determined by the assessment under par. (e), and if the assignee elects to accept the judgment or deed assigned under this subsection regardless of the contamination, the assignee enters into an agreement with the DNR, before a final judgment is issued under Wis. Stat. § 75.521 or a tax deed is issued under Wis. Stat. § 75.14 related to the parcel, to clean up the parcel to the extent practicable; to minimize any harmful effects from the hazardous substance pursuant to rules the DNR promulgates; and to maintain and monitor the parcel pursuant to rules the DNR promulgates.

G. The assignment and an affidavit from the county treasurer that attests to the county governing body's approval of the assignment are filed with the court that is presiding over the county's foreclosure action under Wis. Stat. § 75.521 or, in the case of a tax deed issued under Wis. Stat. § 75.14, with the register of deeds.

WHEREAS, the City of Sheboygan (hereinafter the "City") is attempting to acquire real property located in the City of Sheboygan, Sheboygan County, Wisconsin, which consists of property described as: 2117 Indiana Avenue, Sheboygan, Wisconsin; Parcel Number 59281-511910; with the following legal description: KOERNER LAND COS SUBD LOTS 31 & 32 BLK 2. This 0.20-acre parcel is currently owned by Convenience Stores Leasing and Management LLC, and contains a vacant service station building, gasoline dispensers and a canopy (hereinafter known as the "Property"). The Property is further identified visually in a map included as Attachment A to this Agreement and is subject to tax foreclosure under Wis. Stat. § 75.521 and/or Wis. Stat. § 75.14.

WHEREAS, Sheboygan County is unwilling to enter into the chain of title for the Property via the tax foreclosure process but is open to assigning its right to take title to the City under Wis. Stat. § 75.106.

WHEREAS, the City will obtain the state's local government environmental unit liability exemption, authorized by Wis. Stat. § 292.11(9)(e), for the Property if Sheboygan County assigns its right to a judgment under Wis. Stat. § 75.521, or to a tax deed under Wis. Stat. § 75.14, to the City under Wis. Stat. § 75.106, and the City takes title to the Property.

WHEREAS, the Property is a brownfield, as described in Wis. Stat. § 238.13.

WHEREAS, the City has conducted an environmental assessment of the Property and the results of this assessment have been provided to the DNR.

WHEREAS, the environmental assessment identified the following environmental conditions at the Property: a) the existence of four underground gasoline storage tanks at the Property, that were abandoned in place, without product, in December 2015; and b) a closed environmental case, BRRTS number 03-60-150965, with continuing obligations related to residual soil and groundwater contamination.

WHEREAS, the DNR has reviewed the following documents related to the City's request for a Wis. Stat. § 75.106 agreement (hereinafter the "Agreement") for the Property:

- An October 8, 2018, cover letter and completed DNR Form 4400-237, along with payment of the appropriate fee, in which the City requests this Agreement.
- An information sheet for the Property and an aerial image of the Property provided by the City (Attachment A).
- Pages 2, 23, 24, and 35 from a document the City provided titled "Environmental Review of 26 Tax-Delinquent Properties in Sheboygan County," Project No. 18-1431, May 31, 2018, which was prepared by Fehr Graham, Plymouth, Wisconsin (Attachment B).
- Information contained in the DNR's Bureau for Remediation and Redevelopment Tracking System (BRRTS) database for case number 03-60-150965, titled UNIMART HWY 28, which is available at https://dnr.wi.gov/botw/GetActivityDetail.do?siteId=6446900&adn=0360150965.

WHEREAS, in furtherance of Wis. Stat. § 75.106, and in consideration of, and in exchange for, the promises and mutual understandings contained herein, and intending to be bound legally hereby, the City and the DNR, by their authorized representatives, have agreed to the execution of this Agreement.

NOW, THEREFORE, based upon the above recitals and the terms and conditions set forth below, the City and the DNR agree as follows:

I. PARTIES BOUND

The DNR and the City each have consented to the following Agreement, which is entered into pursuant to Wis. Stat. §§ 75.106 and 66.0301, and Wis. Stat. Ch. 292.

II. WORK TO BE PERFORMED BY THE CITY, SCHEDULE OF ACTIVITIES

All work to be performed by the City pursuant to this Agreement shall be conducted in accordance with Wis. Stat. chs. 289, 291, and 292, and the Wis. Admin. Code NR chs. NR 700 – 754, as well as any other applicable Administrative Rules and Statutes.

The City agrees to work with Sheboygan County to complete the requirements of Wis. Stat. § 75.106(2) prior to receiving a judgment issued under Wis. Stat. § 75.521 and/or Wis. Stat. § 75.14 to acquire the Property.

The City agrees to meet with the DNR's Remediation and Redevelopment (RR) Program project manager for the Property, along with other appropriate RR Program staff, no later than thirty (30) days after acquiring title to the Property, to discuss the environmental condition of the Property, the requirements for maintaining the local government environmental liability exemption, and other site investigation and remediation that may be necessary when the Property is put to its intended use by the City or sold/transferred to a non-exempt person or entity.

The City agrees to keep the RR Program project manager for the Property informed, in a timely manner, about plans and actions related to the redevelopment or other use of the Property. When the City is preparing to redevelop or otherwise use the Property, the City agrees to develop and deliver to DNR a detailed schedule of planned work at the Property that includes related timelines for the work. The City further agrees to undertake site investigation and remedial actions that are directed by the DNR and the Department of Agriculture, Trade and Consumer Protection, under Wis. Admin. Code ch. ATCP 93, to reduce to acceptable levels any substantial threat to public health or safety, per Wis. Stat. § 292.11(9)(e)(4) and Wis. Admin. Code § NR 708.17.

Following redevelopment or new use, the City agrees to obtain a liability clarification letter from DNR, per Wis. Stat. § 292.12(3)(b), using DNR Form 4400-237 and paying the fee, which will include directions on how to monitor and maintain health and safety protections at the Property related to residual contamination.

III. SUBMISSION OF DOCUMENTS

Documents, including reports, plans and correspondence, submitted pursuant to this Agreement shall be submitted to the DNR in accordance with Wis. Admin. Code § NR 700.11 and the other applicable chapters of Wis. Admin. Code ch. NR 700 rule series.

IV. SITE ACCESS

The employees and authorized representatives of the DNR shall have the authority to enter the Property to inspect the project and shall have access to all project records at all reasonable times for any purpose relating to the implementation of this Agreement. This may include but is not limited to inspecting progress of the site work by the City, conducting environmental testing, verifying data, reviewing records, and more. The City shall honor all reasonable requests for such access by the DNR or their authorized representatives.

VI. FEES

The City has paid a $700 fee to the DNR for preparation and review of this Agreement and agrees to reimburse the DNR for any costs incurred by the DNR for its oversight activities under this Agreement. Fees shall be paid as authorized by Wis. Stat. ch. 292, and as specified in Wis. Admin. Code chs. NR 749-750.

V. EFFECTIVE DATE

This Agreement shall be executed by the City prior to being executed by the DNR. The effective date of the Agreement shall be either the date the DNR signs and executes the Agreement, or the date the City acquires the property, whichever is later. This Agreement supersedes all previous agreements entered into by the City and the DNR with respect to the Property.

VI. CONDITIONS UNDER WHICH AGREEMENT IS VOIDED

This Agreement shall be null and void and the parties shall not be bound by the terms and conditions of the Agreement if the City, does not take judgment to the Property under Wis. Stat. §§ 75.106 within three (3) months of the effective date of this Agreement.

VII. AMENDMENT OF THE AGREEMENT

This Agreement may be amended by mutual written agreement of the DNR and the City.

VIII. DISPUTE RESOLUTION

A. Any dispute regarding this Agreement shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed twenty (20) days from the time the dispute arises, unless it is extended by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

B. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding paragraph, then the City shall have thirty (30) days after the conclusion of the informal negotiation period to invoke the formal dispute resolution procedures of this section by serving the State of Wisconsin a written Statement of Position on the matter in dispute, including but not limited to any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the City.

C. Within thirty (30) days after receipt of the Statement of Position, the DNR will serve the City its Statement of Position, including but not limited to any factual data, analysis or opinion supporting that position and all supporting documentation relied upon by the DNR. Within twenty (20) days after receipt of the DNR's Statement of Position, the City may submit a Reply.

D. Following receipt of the City's Statement of Position, the Secretary of the DNR will issue a final decision under Wis. Stat. § 227.47.

E. The invocation of formal dispute resolution procedures under this section shall not extend, postpone or affect in any way any obligation of the City under this Agreement, not directly in dispute, unless the DNR agrees otherwise.

XI. TERMINATION AND SATISFACTION OF THE AGREEMENT

The provisions of this Agreement shall be deemed satisfied upon receipt by the City of a written notice of completion from the DNR in a "liability clarification letter" indicating that the City has demonstrated

compliance with site investigation and remedial actions that were directed by the DNR to reduce to acceptable levels any substantial threat to public health or safety, per Wis. Stat. § 292.11(9)(e)(4) and Wis. Admin. Code § NR 708.17, when the Property is redeveloped or used by the City.

The DNR reserves the right to terminate any approval issued under this Agreement in the event the DNR determines that the City obtained the approval by fraud, misrepresentation or a knowing failure to disclose material information. The DNR further reserves the right to terminate this Agreement if the DNR determines that the City failed to make reasonable progress in undertaking Response Action(s) necessitated under the terms of this Agreement.

The Parties, whose signatures appear below, hereby agree to the terms of this Agreement, and represent and warrant that he or she has been duly authorized by the City or the DNR, to execute and legally bind the respective parties to the terms of this Agreement.

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By: Darsi Foss Date: 11-26-18

Darsi Foss, Director
Remediation and Redevelopment Program
101 S. Webster Street, P.O. Box 7921
Madison, WI 53707-7921

THE CITY OF SHEBOYGAN, WISCONSIN

By: Michael D. Vandersteen Date: 11-21-2018

Michael Vandersteen, Mayor
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

Attest: Meredith DeBruin Date: 11-21-2018

Meredith DeBruin, City Clerk

ATTACHMENT A TO 75.106 AGREEMENT

Map of 2117 Indiana Avenue (Highlighted in Red)

ATTACHMENT B TO 75.106 AGREEMENT

Sheboygan County

Environmental Review of 26 Tax-Delinquent Properties in Sheboygan County

Project No.: 18-1431

May 31, 2018

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

1237 Pilgrim Road

Plymouth, WI 53073

Prepared for:

Ms. Laura Henning-Lorenz

Sheboygan County

508 New York Avenue - Room 109

Sheboygan, WI 53081-4126

1. INTRODUCTION

Sheboygan County is considering actions to transfer ownership of certain tax delinquent properties to the County.

Fehr Graham was requested to assess potential environmental exposure to the County prior to taking action on the 26 properties. As you are aware, this environmental evaluation was not done to the ASTM standards for either a Transaction Screen nor a Phase I Environmental Assessment, and the completed work does not meet the "All Appropriate Inquiry" standard.

The evaluation involved a visual inspection of the properties in question, the physical setting, and a qualitative evaluation of the likelihood of environmental concerns in light of likely past operations. Some of the inspections were limited by access restrictions, making it impossible to inspect the inside of buildings or certain areas of the property itself.

The Wisconsin Department of Natural Resources (WDNR's) Bureau for Remediation and Redevelopment Tracking System (BRRTS) on the Web database was reviewed for each property. The "BRRTS on the Web" database contains information related to the investigation and cleanup of contamination to soil and groundwater that has been reported to the WDNR. One of the properties was listed on the "BRRTS on the web" database, the site was identified as "closed".

2. REVIEW OF FINDINGS BY INDIVIDUAL PROPERTY

Each of the 26 properties evaluated by Fehr Graham are listed in this section, followed by a brief description of the findings. Each property is split out on a separate page for your convenience.

The findings discuss observations on the property and surrounding properties. Each property is identified using Sheboygan County's Parcel Number.

PARCEL ID NO. 59281511910

2018 Site Photographs

This 0.20 acre parcel, owned by Convenience Stores Leasing & Management LLC, is located at 2117 Indiana Avenue in the City of Sheboygan. The property contains a vacant service station building, gasoline dispensers and canopy. The adjacent south and east properties are residential.

The 2017 review of this property included a review of the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) storage tank database. The database lists four (4) gasoline USTs including two 8,000-gallon USTs and two 4,000-gallon USTs at the property. According to the database, all four tanks were installed on 6/1/83 and were abandoned without product on 12/18/15. The 2017 review also included a search of the WDNR Bureau of Remediation and Redevelopment Tracking System (BRRTS). The database listed the property with an identified, but closed Leaking Underground Storage Tank (LUST) activity.

According to the database, the WDNR notified the property owner on 5/16/97 due to the discovery of petroleum contamination at the property. An investigation, remedial excavation and groundwater monitoring were performed at the property to address the soil and groundwater contamination. The LUST activity was closed to the satisfaction of the WDNR on 12/8/05 with continuing obligations due to residual soil and groundwater contamination at the property and in the S. 22nd Street and Indiana Avenue ROWs.

In addition, the BRRTs database includes a Dispenser and Supply Line Closure/Replacement Assessment that was performed at the property in September 2012. According to the assessment, residual soil contamination containing petroleum was identified beneath the supply lines at a depth of three feet below grade. The contamination was considered related to the previously closed LUST case; therefore, the WDNR did not require any additional investigation or remedial actions at the property.

During the site reconnaissance, it appeared all monitoring wells from the environmental investigation had been properly abandoned. However, two one-inch diameter Schedule 40 PVC temporary wells were observed on the property. It is not clear if the wells are supposed to be present, but it is suspected they were installed as part of the 2012 assessment activities.

The building on this parcel, due to its age, may have been constructed with asbestos containing materials. Generally, asbestos-containing materials that are in good condition will not release fibers and do not pose a danger unless fibers are released and inhaled into the lungs. If the future of this property includes demolition, an asbestos inspection by a certified inspector will be required.

The building on this parcel, if built prior to 1978, may have lead-based paint. Debris from demolition of this building will need to be handled in accordance with solid and hazardous waste regulations.

Based on the previous environmental investigation and cleanup and the case closure to the satisfaction of the WDNR at the property, additional environmental assessments do not appear to be necessary at this time. However, the observed temporary monitoring wells should be properly abandoned per state code. In addition, the gasoline dispensers should be removed, as they should have been removed during the 2012 supply line work.

Based on the site conditions that were documented in previous environmental testing, the County should be aware that there are remaining environmental issues on the property that will likely involve further cost during property redevelopment. There is the possibility of the discovery of additional contamination related to the closed LUST case or other site operations, could result in the WDNR reopening the BRRTS case at the property. Property redevelopment involving excavation will likely encounter contaminated materials that will require proper disposal. The presence of four abandon-in-place USTs will likely require excavation and proper removal, with further assessment and possibly remediation of soil and groundwater contamination that may be present beneath the tanks.

PARCEL	COMMENTS	RECOMMENDATION (S)	EST. COST
59281511910 2117 INDIANA AVENUE, CITY OF SHEBOYGAN	THIS PARCEL CONTAINS A BUILDING THAT, DUE TO ITS AGE, MAY HAVE BEEN CONSTRUCTED WITH ASBESTOS CONTAINING MATERIALS AND/OR LEAD PAINT.	IF THE BUILDING ON THIS PROPERTY IS RAZED, AN INSPECTION WILL BE REQUIRED FOR THIS PROPERTY.	$1,500 FOR THE INSPECTION COMPLETED BY FEHR GRAHAM
	THE BRRTS REVIEW INDICATED A CLOSED LUST CASE AT THIS PROPERTY.	NO ADDITIONAL ENVIRONMENTAL ASSESSMENTS ARE RECOMMENDED AT THIS TIME. HOWEVER, REDEVELOPMENT MAY REQUIRE SIGNIFICANT ADDITIONAL ACTIVITIES.	
	TWO TEMPORARY WELLS WERE OBSERVED ON THE PROPERTY	IT IS RECOMMENDED TEMPORARY WELLS ARE PROPERTY ABANDONED.	$300 FOR WELL ABANDONMENT
59281618875 N. 35TH STREET, CITY OF SHEBOYGAN	NO ENVIRONMENTAL ISSUES OR CONCERNS WERE IDENTIFIED.		
59281623310 1904 N. 20TH STREET, CITY OF SHEBOYGAN	THIS PARCEL CONTAINS A BUILDING THAT, DUE TO ITS AGE, MAY HAVE BEEN CONSTRUCTED WITH ASBESTOS CONTAINING MATERIALS AND/OR LEAD-BASED PAINT.	IF THE BUILDING ON THIS PROPERTY IS RAZED, AN INSPECTION WILL BE REQUIRED FOR THIS PROPERTY.	$1,500 FOR THE INSPECTION COMPLETED BY FEHR GRAHAM
	POSSIBILITY OF HEATING OIL UST	IT IS RECOMMENDED THAT THE VISUAL INSPECTION FOR UST BE CONDUCTED	$200 FOR INSPECTION
59281702340 FORMER 1714 N. 9TH STREET, CITY OF SHEBOYGAN	NO ENVIRONMENTAL ISSUES OR CONCERNS WERE IDENTIFIED.		

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. November 19, 2018.

Your 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.

JW

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Gen. Ord. No. 25 - 18 - 19. By Alderperson Wolf. November 13, 2018.

AN ORDINANCE 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.

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

Section 1. Section 42-104 of the Municipal Code entitled "Emergency powers; parking restrictions during snow emergency" is hereby repealed and recreated so as to read as follows:

"Sec. 42-104. *Emergency powers; parking restrictions during snow emergency.*

(a) The emergency powers of the council or mayor conferred under this article include the general authority to order whatever is necessary and expedient for the health, safety, welfare, and good order of the city in such emergency and shall include, without limitation because of enumeration, the power to designate any public street, thoroughfare, or vehicle parking areas closed to motor vehicles and pedestrian traffic, notwithstanding any provisions of W.S.A., chs. 341 to 349 or other provisions of law.

(b) Whenever the powers conferred in this article are exercised because of a heavy snowstorm or blizzard, the following parking restrictions shall be in effect:

(1) All no parking restrictions relating to parking on one side of the street only shall be suspended on all streets during a snow emergency.

(2) Parking of vehicles on designated snow emergency routes, boulevards, cul-de-sacs, and dead-end streets is completely prohibited during the period of a snow emergency until plowing of both sides of the snow emergency routes, boulevards, cul-de-sacs and dead-end streets has been completed.

(3) When a snow emergency exists, where parking has not been prohibited by subsection (b)(2), between the hours of 12:00 midnight and 6:00 am, vehicles shall only park on the even side of the street (that is west and north sides) on even days, and vehicles shall only park on the odd side of the street (that is, east and south sides) on odd days.

Public Works approve

Vehicles must still comply with all other parking regulations as to place—other than the suspension of the one-side-parking-only provisions provided in subsection (b)(1)—and time.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Gen. Ord. No. ____ - 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

RHPS

(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

II

Other Matters

R. O. No. _____ - 18 - 19. By FIRE CHIEF. November 19, 2018.

Submitting the Draft Summary Report of the Operational and Departmental Structure Review of the Sheboygan Fire Department prepared by Fitch & Associates.

CW

_____

FIRE CHIEF

November 2018

City of Sheboygan
spirit on the lake.

Draft Summary Report
Operational & Departmental Structure Review

Sheboygan Fire Department

Prepared by:

FITCH & ASSOCIATES

FITCH & ASSOCIATES, LLC
2901 Williamsburg Terrace #G ▪ Platte City ▪ Missouri ▪ 64079
816.431.2600 ▪ www.*fitch*assoc.com

CONSULTANT REPORT

SUMMARY REPORT
OPERATIONAL & DEPARTMENTAL STRUCTURE REVIEW
SHEBOYGAN, WISCONSIN

_____ 5

SECTION 1: EXECUTIVE SUMMARY _____ 5

INTRODUCTION _____ 6
METHODOLOGY _____ 7
COMMUNITY BACKGROUND _____ 8
BUDGET _____ 8
Ambulance Revenue _____ *9*
ORGANIZATIONAL STRUCTURE _____ 10
FIRE SERVICES _____ 11
Current Deployment & Staffing _____ *11*
Fire Stations _____ *12*
CURRENT PERFORMANCE _____ 13
Incident & Workload Measures _____ *13*
Unit Hour Utilization _____ *15*
Response Time Performance _____ *18*
RELEVANT FINDINGS _____ 20
Comparative & Benchmark Performance _____ *23*
Relevant Findings – Pros & Cons _____ *24*
POLICY ALTERNATIVES _____ 25
Status Quo Performance – 5 Existing Stations _____ *25*
Status Quo Performance – 4 Optimized Stations _____ *27*
Improved Performance of 4-Minute Travel Time – 6 Optimized Stations _____ *29*
Reduce Current Response Time Performance to 6-Minutes _____ *31*
RECOMMENDATIONS _____ 33

SECTION 2: SUMMARY POWERPOINT _____ 34

SECTION 3: DATA ANALYSIS _____ 61

_____ 61

METHODOLOGY _____ 62

COMMUNITY RESPONSE HISTORY _____ 62

FIRE SERVICES _____ 71
EMERGENCY MEDICAL SERVICES _____ 76
Transport _____ *81*

SECTION 4: GIS ANALYSIS _____ 85

REVIEW OF SYSTEM PERFORMANCE _____ 86

CASCADE OF EVENTS _____ 86
Detection _____ *86*
Call Processing _____ *86*
Turnout Time _____ *86*
Travel Time _____ *87*
Total Response Time _____ *87*
Comparison of Workloads by Demand Zone _____ *87*

RESPONSE TIME CONTINUUM _____ 90

FIRE 90
EMS 92

DESCRIPTION OF FIRST ARRIVING UNIT PERFORMANCE 94

FIRST ARRIVING UNIT RESPONSE TIME BY STATION DEMAND ZONE 95
RELIABILITY FACTORS 98
Percentage of First Due Compliance 98
OVERLAPPED OR SIMULTANEOUS CALL ANALYSIS 98

100

SECTION 4: GIS ANALYSIS 100

ESTABLISHING BASELINE PERFORMANCE 101

COMPARISON TO NATIONAL REFERENCES 101
VALIDATION OF PLANNING ANALYSIS 102
INTERNAL PERFORMANCE OBJECTIVES 104

EVALUATION OF VARIOUS DISTRIBUTION MODELS 104

CURRENT STATIONS CONFIGURATIONS-MINUTE TRAVEL TIME 104
5-Minute Travel Time 106
6-Minute Travel Time 108
8-Minute Travel Time 110
OPTIMIZED STATION DISTRIBUTION PLANS 112
4-Minute Travel Time 112
Optimized 5-Minute Travel Time 114
Optimized 6-Minute Travel Time 116
Optimized 8-Minute Travel Time 118
GEOGRAPHIC COVERAGE WITHOUT CONSIDERATION FOR CALL DISTRIBUTION 120
Engine Coverage 120
Ladder Truck Coverage 122

EFFECTIVE RESPONSE FORCE MAPPING 128

DISTRIBUTION OF RISK ACROSS THE JURISDICTION 132

DISTRIBUTION OF DEMAND BY PROGRAM AREAS 132
LONG-TERM SUSTAINABILITY OF THE MODELS PRESENTED 137
PROJECTED GROWTH 137
POPULATION CHARACTERISTICS 138

RISK ANALYSES 143

OCCUPANCY LEVEL RISK 143
CONCENTRATION OF RISKS BY DEMAND ZONE 148

SECTION 5: PERCENTILE CALCULATIONS & PURPOSE IN EMERGENCY SERVICES 153

PURPOSE 154
DEFINITION OF PERCENTILE 156
Rank Order: 156
Interpolation: 156
EXAMPLE 156
159

Table of Figures

FIGURE 1: PAYER MIX AND REVENUES FOR 2017 9
FIGURE 2: AUTHORIZED FTES - 2018 10
FIGURE 3: FIRE DEPARTMENT ORGANIZATIONAL STRUCTURE 11
FIGURE 4: CURRENT FIRE STATION BLEED MAPS FOR 5-MINUTE TRAVEL TIME 12
FIGURE 5: NUMBER OF INCIDENTS BY CATEGORY IN 2017 13
FIGURE 6: NUMBER OF CALLS, NUMBER OF RESPONSES, AND TOTAL BUSY TIME BY PROGRAM IN 2017 14
FIGURE 7: OVERALL AVERAGE CALLS PER DAY BY HOUR 14
FIGURE 8: HEAT MAP FOR FIRE RELATED INCIDENTS 17
FIGURE 9: HEAT MAP FOR EMS RELATED INCIDENTS 18
FIGURE 10: AVERAGE DISPATCH, TURNOUT AND TRAVEL TIME OF FIRST ARRIVING UNITS BY PROGRAM 19
FIGURE 11: 90TH PERCENTILE TURNOUT AND TRAVEL TIME OF FIRST ARRIVING UNITS BY PROGRAM 19
FIGURE 12: HIGH RISK OCCUPANCIES 21
FIGURE 13: MEDIUM RISK OCCUPANCIES 22
FIGURE 14: NFIRS COMPARATIVE MEASURES 23
FIGURE 15: RESPONSE FORCE TO BUILDING FIRES - 2012 THRU 2016 24
FIGURE 16: MARGINAL FIRE STATION CONTRIBUTION FOR 5-MINUTE TRAVEL TIME 25
FIGURE 17: CURRENT STATIONS WITH A 5-MINUTE TRAVEL TIME AT THE 90TH PERCENTILE 26
FIGURE 18: OPTIMIZED STATION LOCATION WITH 5-MINUTE TRAVEL TIME 27
FIGURE 19: OPTIMIZED STATION DEPLOYMENT PLAN - 5-MINUTE TRAVEL TIME 28
FIGURE 20: OPTIMIZED STATION DEPLOYMENT PLAN - 4-MINUTE TRAVEL TIME 30
FIGURE 21: MARGINAL FIRE STATION CONTRIBUTION FOR 6-MINUTE TRAVEL TIME 31
FIGURE 22: CURRENT STATIONS WITH 6-MINUTE TRAVEL TIME AT THE 90TH PERCENTILE 32
FIGURE 1: PERCENTAGE OF TOTAL INCIDENTS DISPATCHED BY PROGRAM IN 2017 64
FIGURE 2: OVERALL: AVERAGE CALLS PER DAY BY MONTH 65
FIGURE 3: OVERALL: AVERAGE CALLS PER DAY BY WEEKDAY 66
FIGURE 4: OVERALL: AVERAGE CALLS PER DAY BY HOUR 67
FIGURE 5: AVERAGE TURNOUT AND TRAVEL TIME BY CALL CATEGORY 69
FIGURE 6: ALL CALLS: DISTRIBUTION OF TURNOUT TIME OF FIRST ARRIVING UNIT 70
FIGURE 7: ALL CALLS: DISTRIBUTION OF TRAVEL TIME OF FIRST ARRIVING UNIT 70
FIGURE 8: AVERAGE FIRE RELATED CALLS PER MONTH 71
FIGURE 9: AVERAGE FIRE RELATED CALLS BY DAY OF WEEK 72
FIGURE 10: AVERAGE FIRE RELATED CALLS PER DAY BY HOUR OF DAY 74
FIGURE 11: PERCENTAGE OF STRUCTURE FIRE CALLS BY NUMBER OF RESPONDING UNITS 75
FIGURE 12: AVERAGE EMS CALLS PER DAY BY MONTH OF YEAR 76
FIGURE 13: AVERAGE EMS CALLS PER DAY BY DAY OF WEEK 77
FIGURE 14: AVERAGE EMS CALLS PER DAY BY HOUR OF DAY 79
FIGURE 15: AVERAGE EMS CALLS AND EMS TRANSPORTS PER DAY BY HOUR OF DAY 82
FIGURE 16: CASCADE OF EVENTS 87
FIGURE 17: DEPARTMENT WORKLOAD BY STATION DEMAND ZONE 88
FIGURE 18: UNIT HOUR UTILIZATION 90
FIGURE 19: EXAMPLE OF TRADITIONAL TIME TEMPERATURE CURVE 91
FIGURE 20: VENTILATION CONTROLLED TIME TEMPERATURE CURVE 92
FIGURE 21: CASCADE OF EVENTS FOR SUDDEN CARDIAC ARREST WITH SHOCKABLE RHYTHM 93
FIGURE 22: 90TH PERCENTILE TURNOUT TIME BY STATION FDZ 96
FIGURE 23: 90TH PERCENTILE TRAVEL TIME PERFORMANCE BY STATION FDZ 96
FIGURE 24: 90TH PERCENTILE RESPONSE TIME PERFORMANCE BY STATION FDZ 97
FIGURE 25: PERCENTAGE RELIABILITY BY STATION FDZ 98
FIGURE 26: PROBABILITY OF OVERLAPPED CALLS OCCUR BY STATION FDZ 99
FIGURE 1: CURRENT FIRE STATION BLEED MAPS FOR 5-MINUTE TRAVEL TIME 102
FIGURE 2: CURRENT FIRE STATION BLEED MAPS FOR 4-MINUTE TRAVEL TIME 104
FIGURE 3: CURRENT STATIONS WITH A 5-MINUTE TRAVEL TIME AT THE 90TH PERCENTILE 106

FIGURE 4: CURRENT STATIONS WITH A 6-MINUTE TRAVEL TIME AT THE 90TH PERCENTILE 108
FIGURE 5: CURRENT STATIONS WITH AN 8-MINUTE TRAVEL TIME AT THE 90TH PERCENTILE 110
FIGURE 6: OPTIMIZED STATION DEPLOYMENT PLAN - 4-MINUTE TRAVEL TIME 112
FIGURE 7: OPTIMIZED STATION DEPLOYMENT PLAN – 5--MINUTE TRAVEL TIME 114
FIGURE 8: OPTIMIZED STATION DEPLOYMENT PLAN – 6--MINUTE TRAVEL TIME 116
FIGURE 9: OPTIMIZED STATION DEPLOYMENT PLAN – 8--MINUTE TRAVEL TIME 118
FIGURE 10: 1.5 MILE ENGINE POLYGONS 120
FIGURE 11: CURRENT STATIONS 4 AND 5 WITH LADDER TRUCKS - ISO 2.5 MILE 122
FIGURE 12: CURRENT STATIONS 1, 4, AND 5 WITH LADDER TRUCKS - ISO 2.5 MILE 123
FIGURE 13: CURRENT STATIONS 2, 4, AND 5 WITH LADDER TRUCKS - ISO 2.5 MILE 124
FIGURE 14: CURRENT STATIONS 3, 4, AND 5 WITH LADDER TRUCKS - ISO 2.5 MILE 125
FIGURE 15: CURRENT STATION CONFIGURATION (STATIONS 4 AND 5 ONLY) - ISO 5 MILE 127
FIGURE 16: 8-MINUTE ERF FROM CURRENT STATIONS – CURRENT STAFFING 128
FIGURE 17: 10-MINUTE ERF FROM ALL CURRENT STATIONS – CURRENT STAFFING 129
FIGURE 18: 13-MINUTE ERF FROM ALL CURRENT STATIONS – CURRENT STAFFING 130
FIGURE 19: HEAT MAP FOR FIRE RELATED INCIDENTS 132
FIGURE 20: HEAT MAP FOR EMS RELATED INCIDENTS 133
FIGURE 21: HEAT MAP FOR HAZMAT RELATED INCIDENTS 134
FIGURE 22: URBAN AND RURAL CALL DENSITY MAP WITH CURRENT STATIONS 136
FIGURE 23: PROJECTED GROWTH OF 1% 137
FIGURE 24: MEDIAN AGE - 2018 138
FIGURE 25: POPULATION DENSITY BY CENSUS BLOCK - 2018 140
FIGURE 26: ANNUAL POPULATION CHANGE 2018-2023 141
FIGURE 27: MEDIAN HOUSEHOLD INCOME -2018 142
FIGURE 28: HIGH RISK OCCUPANCIES BY STATION DEMAND ZONE 145
FIGURE 29: MODERATE RISK OCCUPANCIES BY STATION DEMAND ZONE 146
FIGURE 30: LOW RISK OCCUPANCIES BY STATION DEMAND ZONE 147
FIGURE 31: STATION 1 RISK PROFILE 150
FIGURE 32: STATION 2 RISK PROFILE 150
FIGURE 33: STATION 3 RISK PROFILE 151
FIGURE 34: STATION 4 RISK PROFILE 151
FIGURE 35: STATION 5 RISK PROFILE 152
FIGURE 23: RESPONSE TIME COMPONENTS & INTERVALS 155
FIGURE 24: RESPONSE TIME CONTINUUM & ASSOCIATED INTERVALS WITH TIMESTAMPS 155
FIGURE 25: EXAMPLE OF 10 CAD RECORDS & RESPONSE TIME INTERVALS 157
FIGURE 26: RESPONSE TIME INTERVALS IN RANK ORDER 157
FIGURE 27: RESPONSE TIME CALCULATIONS ON SMALL DATA SET 158

SECTION 1: Executive Summary

Introduction

Fitch & Associates (*FITCH*) was engaged by the City of Sheboygan to undertake an operational review and organizational structure review of the Fire Department.

FITCH employs a two-pronged approach in undertaking this engagement. First is a quantitative perspective – derived largely from computer aided dispatch (CAD) data to evaluate the current system performance based on historical demand. Employing this data, geographic information system (GIS) modeling was performed to validate and model response time and coverage performance within the department's service area. National Fire Incident Reporting System (NFIRS) fire reports, as submitted by the department, offers a comparative assessment of the fire loss experience in the community. Finally, a separate assessment of risk, as embodied within an Insurance Services Office (ISO) batch report of independently evaluated properties within the City, were used to quantify potential risk, as contrasted with actual demand that was derived from CAD and fire incident level data. Second, from a qualitative perspective *FITCH,* spent significant time meeting with key stakeholders. These included members of the City Administrators Office, Fire Department command staff, and representatives of the fire fighter bargaining unit (IAFF Local 483).

The following pages provide an executive summary of the relevant findings and final recommendations from this study. This is then followed by sections encompassing more detailed analysis, conclusions, and information to offer additional background as the reader may desire. These sections include a summary PowerPoint appropriate for high level briefings of stakeholders; detailed data analysis, some of which is included in this section; full GIS modeling of various alternatives; and explanatory material related to the industry use of average and 90th percentile descriptive statistics.

DRAFT

Methodology

We collected five years of CAD data (2013 to 2017) from Sheboygan Fire Department (SFD). In this report, we primarily focused our descriptive statistical analysis on the 2017 calendar year.

In this report, we utilized two distinct measures of call volume and workload. First, is the number of requests for service that are defined as either "dispatches" or "calls". Dispatches/calls are the number of times a distinct incident was created. Conversely, "responses" are the number of times that an individual unit (or units) responded to a call. Responses will be utilized on all Unit and Station level analyses, which account for all elements of workload and performance. Calls have been categorized as EMS, Fire, Hazard and Mutual aid respectively. We classified call types using nature of incident. Calls associated with a transport time were identified as transport calls.

Dispatch time in this report is calculated from the time a 911 call was answered by the dispatcher through the time a unit was dispatched. This report focuses on calls responded with lights and sirens, and mainly analyzes dispatch time, turnout time, travel time, and response time of the first arriving units.

DRAFT

Community Background

Sheboygan is a city of 48,329 as of 2017, down approximately 2% since the 2010 census.[1] Sheboygan is situated along the shores of Lake Michigan in east-central Sheboygan County. Sheboygan's one-hour commuter shed includes Milwaukee, Manitowoc, and the cities of the Fox Valley, with Green Bay just beyond on Interstate 43. Sheboygan lies north of the Milwaukee and Chicago metro areas, connecting it to these important global and national technology, business, and transportation hubs. Sheboygan is also well-connected to the Door County tourism circuit by Interstate 43 and Highway 42 and to the Lake Michigan tourism corridor in Michigan via the Manitowoc ferry. Sheboygan lies within Wisconsin's northeastern coast—an area which includes Sheboygan, Calumet, Fond du Lac, Manitowoc, Outagamie, and Winnebago Counties. Combined, Wisconsin's northern coastal counties contain a significant population concentration in the State that is not commonly realized or understood. The 2010 population of this region is nearly 700,000, accounting for 12 percent of the State's population.[2]

Sheboygan's homes are significantly more affordable compared to the County and neighboring communities. According to the Wisconsin Department of Revenue, the average assessed value of single-family homes in the City was $115,978 in 2011 compared to the State's average of $175,029. Per the 2010 Census, approximately 61 percent of Sheboygan's housing was owner occupied. Sheboygan's population is more diverse than neighboring communities and the County – a trend that is continuing in the City. In 2000, 87.6 percent of the City's population was white according to Census data; in 2010, this demographic group decreased to 82.5 percent of the City's population. According to 2000 Census data, the City's median household income was $40,066. Manufacturing is the City's leading industry, employing 40 percent of the City's workforce in 2000. The City's second leading industry is education, health, and social services with 17 percent of the workforce employed in those professions. Sheboygan's residents are educated, with 81 percent having received a high school diploma or higher and 15 percent having received a bachelor's degree or higher.[3]

Budget

For fiscal year 2018, the Fire Department's adopted budget totaled $8,076,089. This includes 7,462,094 in personal services (92.4%) and 613,995 (7.6%) in non-personal operating costs. Revenues from the ambulance special revenue fund are estimated at $1,000,000.[4]

---

[1] U.S. Census Bureau (2017). Accessed from https://www.census.gov/quickfacts/fact/table/sheboygancitywisconsin,US/PST045217 on October 8, 2018

[2] City of Sheboygan Comprehensive Plan (2011). Accessed from http://www.sheboyganwi.gov/wp-content/uploads/2011/05/Sheboygan-Comp-Plan-Final-12.5.11.pdf on October 8, 2018

[3] Ibid

[4] 2018 Annual Program Budget – City of Sheboygan, Wisconsin. Accessed at http://www.sheboyganwi.gov/CityBudgetFiles/flipbook_2018_AnnualProgramBudget/inc/html/490.html?page=1 on October 23, 2018

Ambulance Revenue

In 2017, the City changed outside ambulance billing companies and contracted with Intermedix, a nationally known EMS billing agency. As reflected in the Figure below, in 2017 total collections were $1,193,274, up slightly from 2016 and representing 37% collection on the gross charges.

The City of Sheboygan's ambulance billing program and revenues are typical based on the number of incidents, geographic area, and payer mix. Collection rates, by program, are fairly typical, but should continue to be monitored with the recent change in the outside billing contractor and adjusting for any future changes in Federal reimbursement policies. The overall capital purchasing appears to have been aligned to department needs and operating expense values appear to be in line with expectations. The City's agreement with its current billing vendor has a favorable fee of 4.5%, compared to the 5.5% to 6% fee often seen with similar sized systems.

Figure 1: Payer Mix and Revenues for 2017

2017 Total Collections		$1,193,274.45
	Percentage	Revenue
Medicare	49.71%	$ 593,192.65
Medicaid	26.10%	$ 311,462.40
Commercial	14.46%	$ 172,591.50
Self-pay	7.47%	$ 89,196.45
Other	2.2%	$ 26,831.45
Confirmation	100.00%	$ 1,193,274.45

Collection percentages have stayed consistent for Medicare and Medicaid, but there is a projected 6% increase in commercial insurance for 2018. In 2016 and 2017 collections averaged 36% of Gross Charges. However, in 2018 year-to-date collections, they are currently averaging 29% of Gross Charges. This could be for a multitude of factors such as the billing company change over, contract collections for commercial insurance, or timing as funds may not be full recognized until April of 2019 when the balance on the accounts receivable (AR) have been documented.

Sheboygan Fire operates 3 ambulances, each staffed with 2 personnel, across 3 different working shifts. It was noted that the City's financials reflect a cost allocation to the EMS program which only contemplates 4 full-time equivalents (FTEs), rather than the 18 FTEs

DRAFT

reflected by the 3 ambulances across 3 shifts with 2 personnel each. Elsewhere in this report it is noted these ambulances respond to approximately 75% for EMS related incidents and 25% for fire incidents.

The fire department has four total ambulances – three that were recently refurbished at the same time and one used vehicle that was recently acquired as a back-up unit. The City has also purchased four power stretchers for patient movement, and three cardiac monitors. The capital purchasing document shows an appropriate depreciation of $106,456 annually.

Organizational Structure

The Department's current authorized strength is 70.5 full-time equivalents (FTEs), which was reduced by 3 FTEs in 2017.[5] For fiscal year 2018, staffing includes the following positions:

Figure 2: Authorized FTEs - 2018

Position	Count
Fire Chief	1
Assistant Chief	1
Deputy Chief	1
Battalion Chief	4
Captain	5
Lieutenant	10
Fire Equipment Operator	15
Firefighter	18
Firefighter/Paramedic	14
Confidential Secretary	1
Office Assistant	0.5
TOTAL	**70.5**

As reflected elsewhere in report, the allocation of personnel and response resources are sufficient to handle the current levels of performance. However, administrative staffing is challenged to fully address ongoing training needs, public education, shift supervision and internal communications in an effective manner. There is a need to reconsider administrative staffing in order to more effectively manage these areas.

[5] Ibid

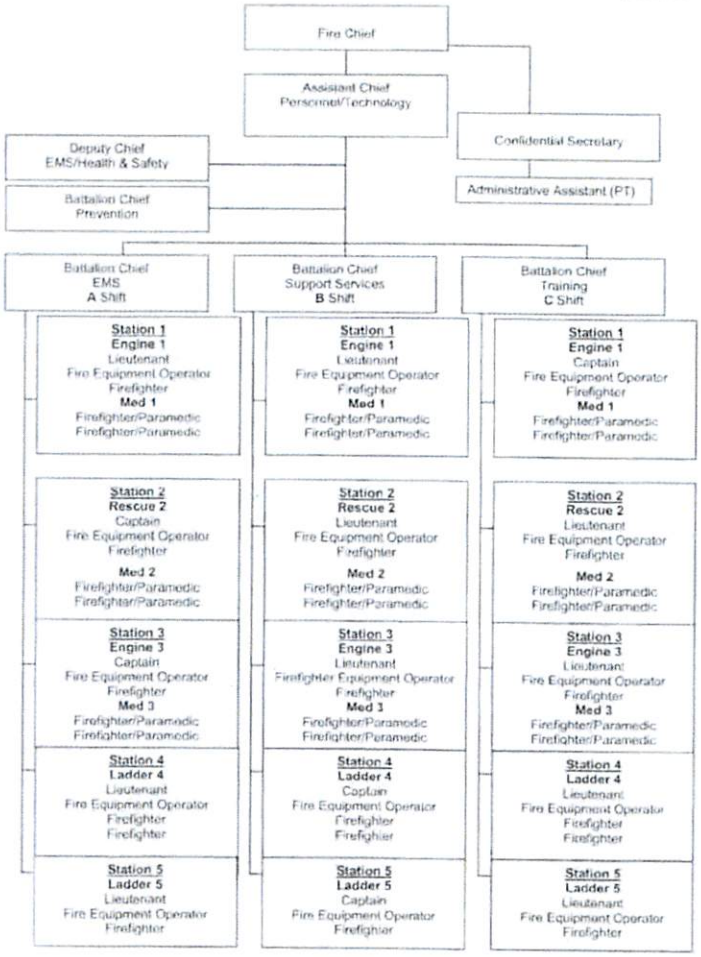
DRAFT

Fire Services

Current Deployment & Staffing

Overall, the fire department's organization is reflected below. The department utilizes a California shift schedule which employs a total of 62 personnel assigned to staff 5 stations. There is a total of three engines and two trucks – each staffed with a minimum of 2, or if available with 3 personnel; and three medical units each staffed daily with a minimum of 2 personnel. For each shift, minimum staffing is 16 for the 5 fire stations. In addition, each shift has a battalion chief as the commander responsible that 24-hour shift period.

Figure 3: Fire Department Organizational Structure[6]

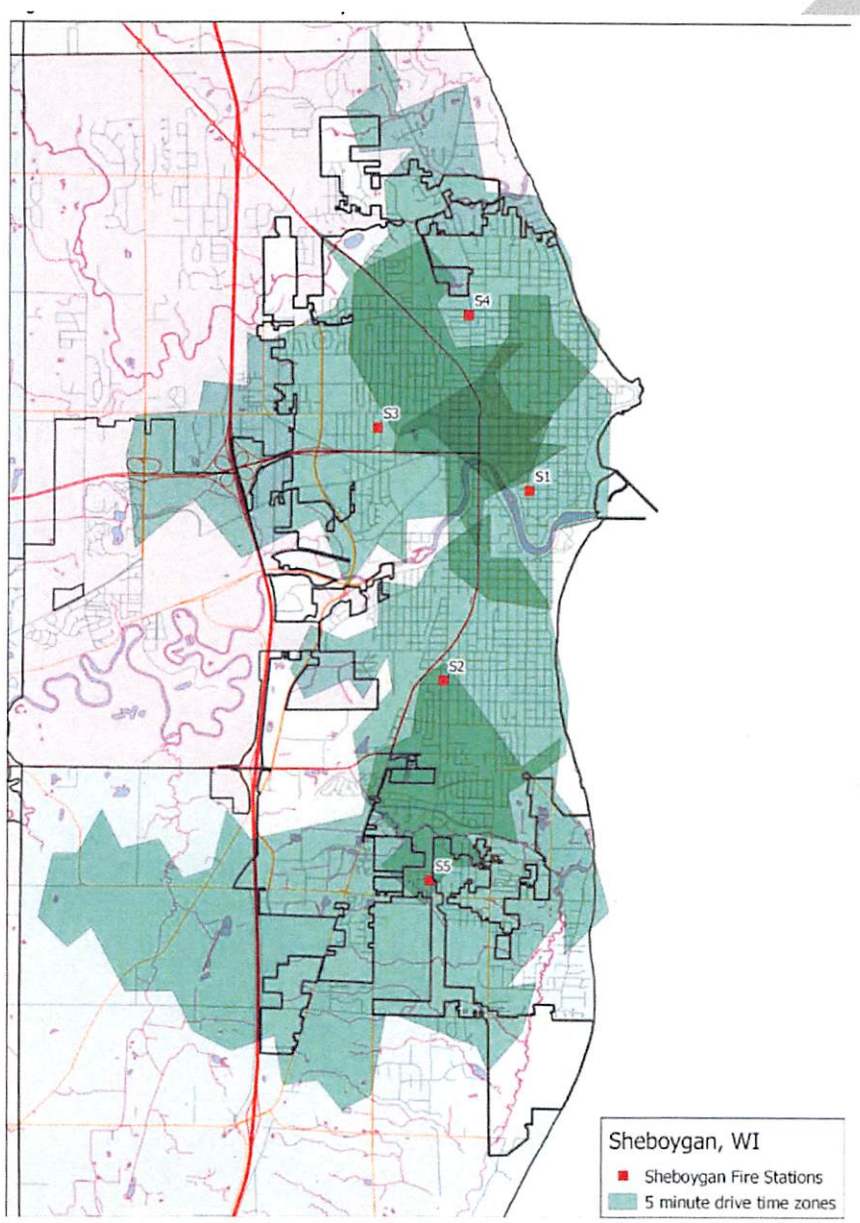


[6] 2017 Annual Report – City of Sheboygan Fire Department

Fire Stations

As reflected in the figure below, the City's 5 fire stations provide strong coverage to reach most areas of the community within a 5-minute travel time. Stations 1, 2 and 3 contain both a fire suppression unit (engine or truck) and a medical unit. Station 4 and 5 contain a fire suppression unit alone.

Figure 4: Current Fire Station Bleed Maps for 5-Minute Travel Time



Current Performance

Dispatch is provided by the County. The 911 center recently adopted the use of Emergency Medical Dispatch (EMD) which is considered a best practice. In 2017, the Department was dispatched to a total of 5,142 incidents as recorded in CAD, which reflected a year over year growth rate at 3.0%. EMS service requests totaled 3,943, accounting for 76.7% of the total number of incidents. The number of fire related calls were 1,050, which accounted for 20.4% of the total incidents. A total of 48 incidents were mutual aid outside SFD's jurisdiction. The Figure below reflects incident types and major categories.

Incident & Workload Measures

Figure 5: Number of Incidents by Category in 2017

Call Category	Number of Calls	Calls per Day	Call Percentage
Cardiac and stroke	349	1.0	6.8%
Seizure and unconsciousness	50	0.1	1.0%
Breathing difficulty	514	1.4	10.0%
Overdose and psychiatric	79	0.2	1.5%
Accident	166	0.5	3.2%
Fall and injury	532	1.5	10.3%
Illness and other	2,253	6.2	43.8%
EMS Total	**3,943**	**10.8**	**76.7%**
Structure fire	25	0.1	0.5%
Outside fire	63	0.2	1.2%
Alarm	342	0.9	6.7%
Public service	517	1.4	10.1%
Rescue	13	0.0	0.3%
Fire other	90	0.2	1.8%
Fire Total	**1,050**	**2.9**	**20.4%**
Hazmat	**101**	**0.3**	**2.0%**
Mutual aid	**48**	**0.1**	**0.9%**
Total	**5,142**	**14.1**	**100.0%**

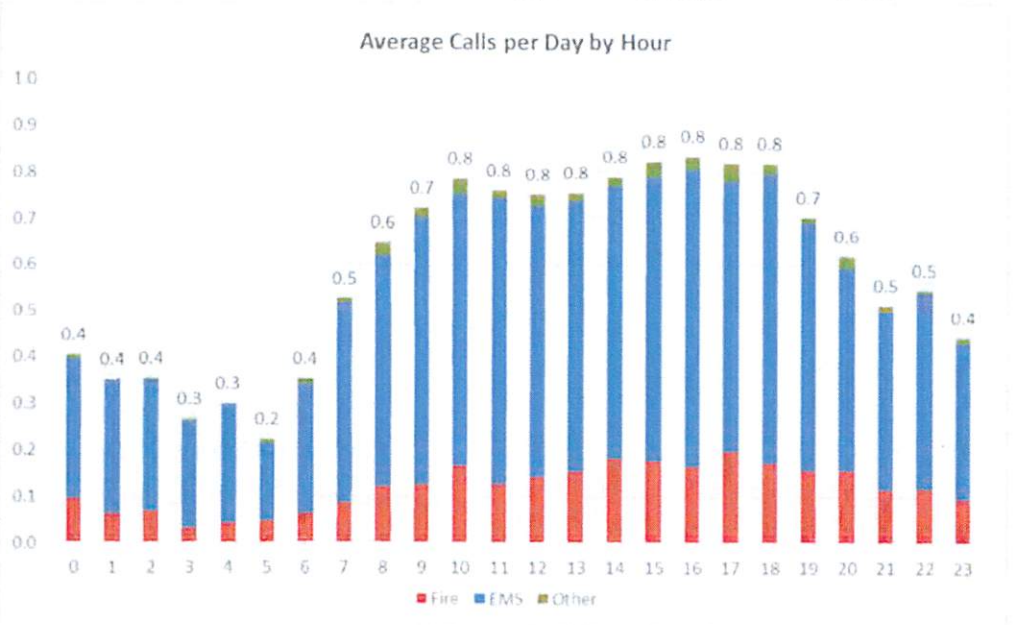
The number of individual unit responses is more reflective of total department workload since on average 2.0 SFD units responded to an incident. As summarized in the Figure below, all units in SFD combined made 10,408 responses, and were busy on emergency calls 3,509 hours. On average, each response lasted 20.2 minutes from dispatched to clear.

Figure 6: Number of Calls, Number of Responses, and Total Busy Time by Program in 2017

Program	Number of Calls	Number of Responses	Average Responses per Call	Total Busy Hours	Average Busy Minutes per Response	Percentage of Total Busy Hours
EMS	3,943	7,871	2.0	2,451	18.7	69.8%
Fire	1,050	2,118	2.0	850	24.1	24.2%
Hazmat	101	352	3.5	174	29.6	5.0%
Mutual aid	48	67	1.4	34	30.6	1.0%
Total	**5,142**	**10,408**	**2.0**	**3,509**	**20.2**	**100.0%**

Overall demands were evaluated by the hour of the day. Considerable variability exists in the time of day that requests for emergency services are received. The hours that from midnight to 0600 are low demand hours of the day. While the middle of the day has the greatest frequency of calls, specifically the hours that begin at 1000 and 1800 averaging above 0.75 calls per day and per hour. The average number of calls per hour is 0.59 per day. The data illustrates that the busiest times of the day are between 1500 and 1800. The hour with the peak demand is at 1600.

Figure 7: Overall Average Calls per Day by Hour



Unit Hour Utilization

Another measure, time on task, is necessary to evaluate best practices in efficient system delivery and consider the impact workload has on personnel. Unit Hour Utilization (UHU) determinants were developed by mathematical model. This model includes both the proportion of calls handled in each major service area (Fire, EMS, and Hazmat) and total unit time on task for these service categories in 2017. The resulting UHU's represent the percentage of the work period (24 hours) that is utilized responding to requests for service. Historically, the International Association of Fire Fighters (IAFF) has recommended that 24-hour units utilize 0.30, or 30% workload as an upper threshold.[7] In other words this recommendation would have personnel spend no more than 7.2 hours per day on emergency incidents. These thresholds take into consideration the necessity to accomplish non- emergency activities such as training, health and wellness, public education, and fire inspections.

The 4th edition of the IAFF EMS Guidebook no longer specifically identifies an upper threshold. However, FITCH recommends that an upper unit utilization threshold of approximately .30, or 30%, would be considered best practice. In other words, units and personnel should not exceed 30%, or 7.2 hours, of their workday responding to calls. These recommendations are also validated in the literature. For example, in their review of the City of Rolling Meadows, the Illinois Fire Chiefs Association utilized a UHU threshold of .30 as an indication to add additional resources.[8] Similarly, in a standards of cover study facilitated by the Center for Public Safety Excellence, the Castle Rock Fire and Rescue Department utilizes a UHU of .30 as the upper limit in their standards of cover due to the necessity to accomplish other non-emergency activities.[9]

These thresholds take into consideration the necessity to accomplish non-emergency activities such as training, health and wellness, public education, and fire inspections.

Of all SFD stations, stations 1-3 were staffed with two 24/7 units and stations 4 and 5 were staffed with one 24/7 units. We provided UHU for eight 24/7 staffed units. All eight units had UHU less than 10%. M1 was utilized the most and L5 was utilized the least.

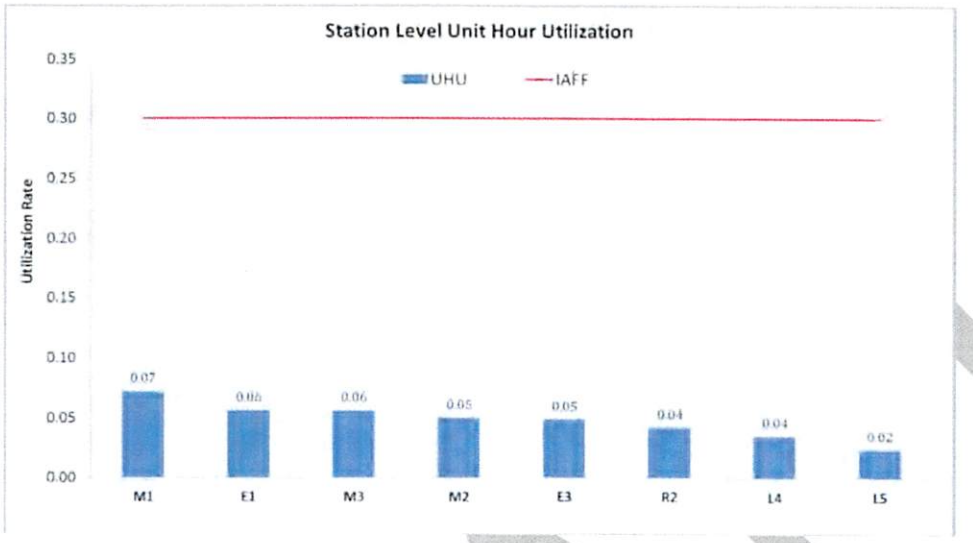
DRAFT

---

[7] International Association of Firefighters. (1995). Emergency *Medical Services: A Guidebook for Fire-Based Systems.* Washington, DC: Author. (p. 11)

[8] Illinois Fire Chiefs Association. (2012). An *Assessment of Deployment and Station Location: Rolling Meadows Fire Department.* Rolling Meadows, Illinois: Author. (pp.54-55)

[9] Castle Rock Fire and Rescue Department. (2011). Community *Risk Analysis and Standards of Cover.* Castle Rock, Colorado: Author. (p.58)



Heat maps were created to identify the concentration of the historic demand for services by program area. Therefore, the following Figures present the relative concentration of service demands for EMS and Fire. The Blue areas have the least demand and the dark red areas have the highest concentration of demand.

DRAFT

Figure 8: Heat Map for Fire Related Incidents

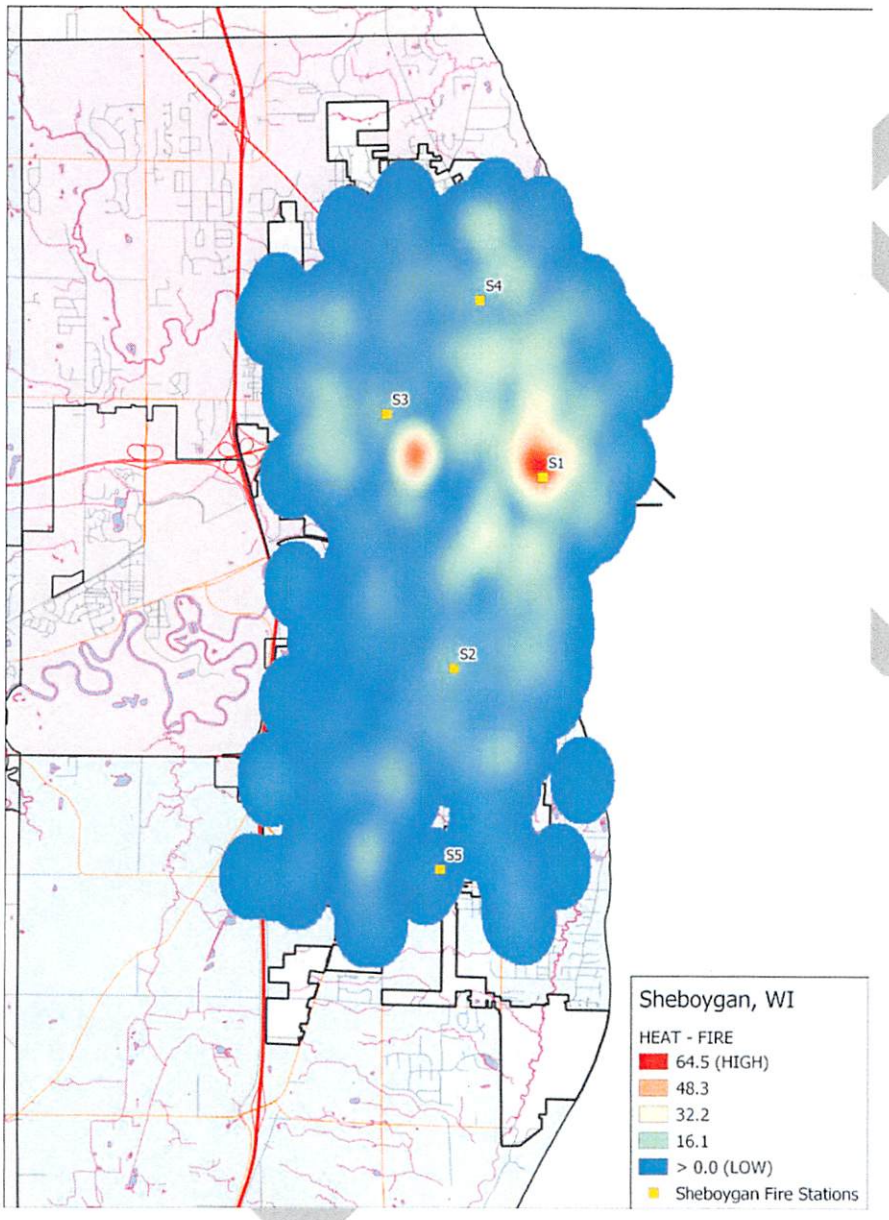
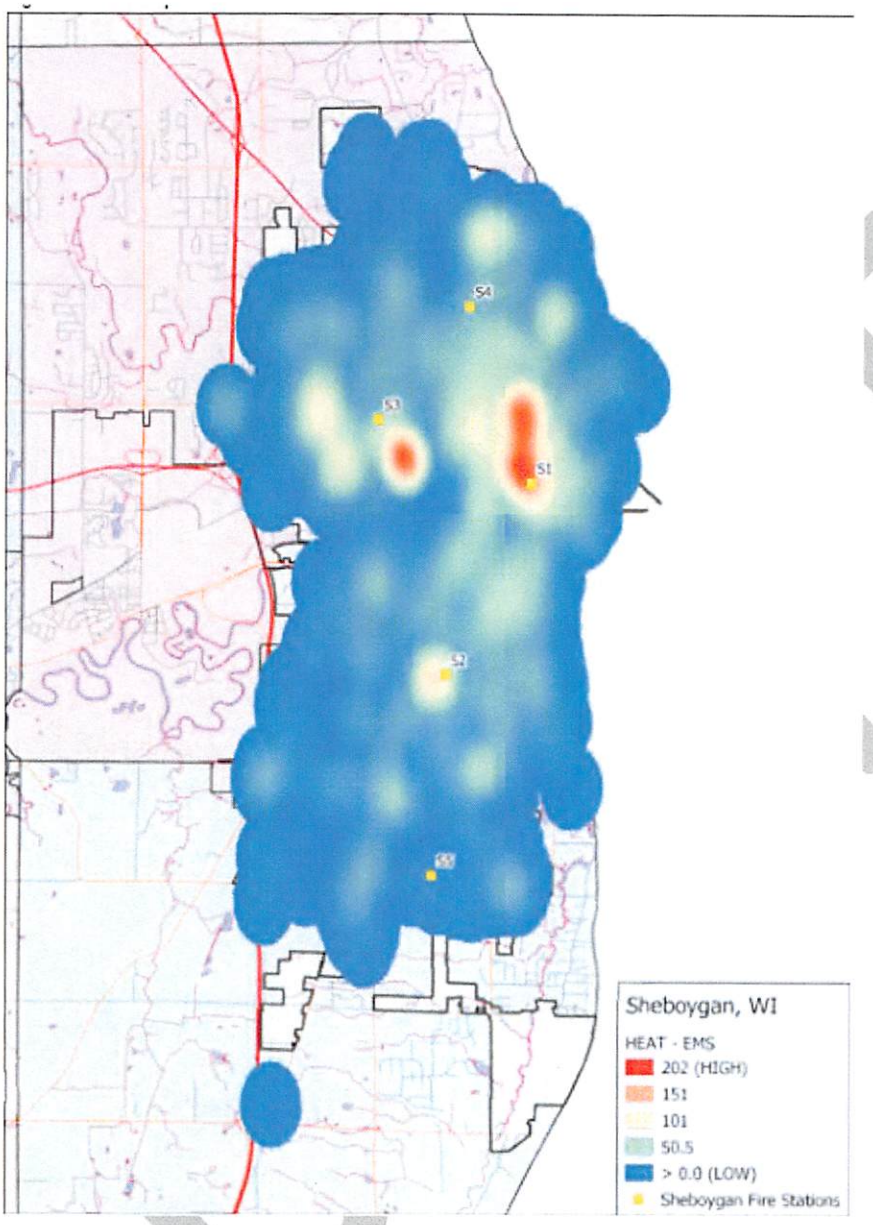


Figure 9: Heat Map for EMS Related Incidents



Response Time Performance

This analysis focused on lights and sirens responses and utilized the first arriving units of all distinct incidents excluding mutual aid incidents. The mean (average) dispatch time was 126 seconds. The mean (average) turnout time was 84 seconds, travel time was 168 seconds, and response time was 371 seconds (six minutes and 11 seconds). The average response time is the same as the sum of the average dispatch time and turnout and travel time.

However, a more conservative and reliable measure of performance is the fractile or percentile. This measure is more robust, or less influenced by outliers, than measures of central tendency such as the mean. Best practice is to measure at the 90th percentile. In other words, 90% of all performance is captured expecting that 10% of the time the department may experience abnormal conditions that would typically be considered an outlier. For example, if the department were to report an average response time of six minutes, then in a normally distributed set of data, half of the responses would be longer than six minutes and half of the responses would be less than six minutes. The 90th percentile communicates that 9 out of 10 times the department performance is predictable and thus more clearly articulated to policy makers and the community.

The performance for dispatch time at the 90th percentile was 204 seconds (three minutes and 24 seconds), turnout time at the 90th percentile was 134 seconds (2 minutes and 14 seconds), travel time was 284 seconds (four minutes and 44 seconds), and response time was 538 seconds (eight minutes and 58 seconds). Please note that the summation of 90th percentile dispatch time, 90th percentile turnout time and 90th percentile travel time is not the same as 90th percentile response time.

Figure 10: Average Dispatch, Turnout and Travel Time of First Arriving Units by Program

Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	2.1	1.3	2.7	6.1	3,361
Fire	1.8	1.6	3.4	6.8	340
Hazmat	1.6	1.6	3.5	6.7	84
Total	**2.1**	**1.4**	**2.8**	**6.2**	**3,785**

Figure 11: 90th Percentile Turnout and Travel Time of First Arriving Units by Program

Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	3.5	2.2	4.6	8.9	3,361
Fire	2.9	2.4	5.7	9.7	340
Hazmat	2.7	2.3	6.2	9.8	84
Total	**3.4**	**2.2**	**4.7**	**9.0**	**3,785**

Relevant Findings

Based on an independent evaluation done by the Insurance Services Office (ISO) earlier in 2018, the City's fire public protection classification was established at a Class 2. This places the City's fire rating in the top 3.4% of fire departments nationwide.

Occupancy risk was evaluated across the jurisdiction utilizing the most recent ISO batch reports. The ISO Batch report provided specific building occupancy information for the needed fire flow, the number of stories, location, and square footage. Ultimately, a quantifiable risk-rating matrix was developed that categorized 940 occupancies within the jurisdiction into high, moderate, and low risks. The results of the risk assessment process categorized the 940 occupancies into 21 high-risk structures, 566 moderate structures, and 353 low risk structures.

Geospatial analyses were completed to map the locations of each of the commercial occupancies included in the risk matrix process and specifically overlaid within each of the fire station locations. This analysis lends validity to the risk assessment matrix and the process utilized by the Department as the concentration of risks is correlated with the historical demand for fire related services. The results of the geospatial analyses both high and moderate structures are presented in the below Figures.

DRAFT

Figure 12: High Risk Occupancies

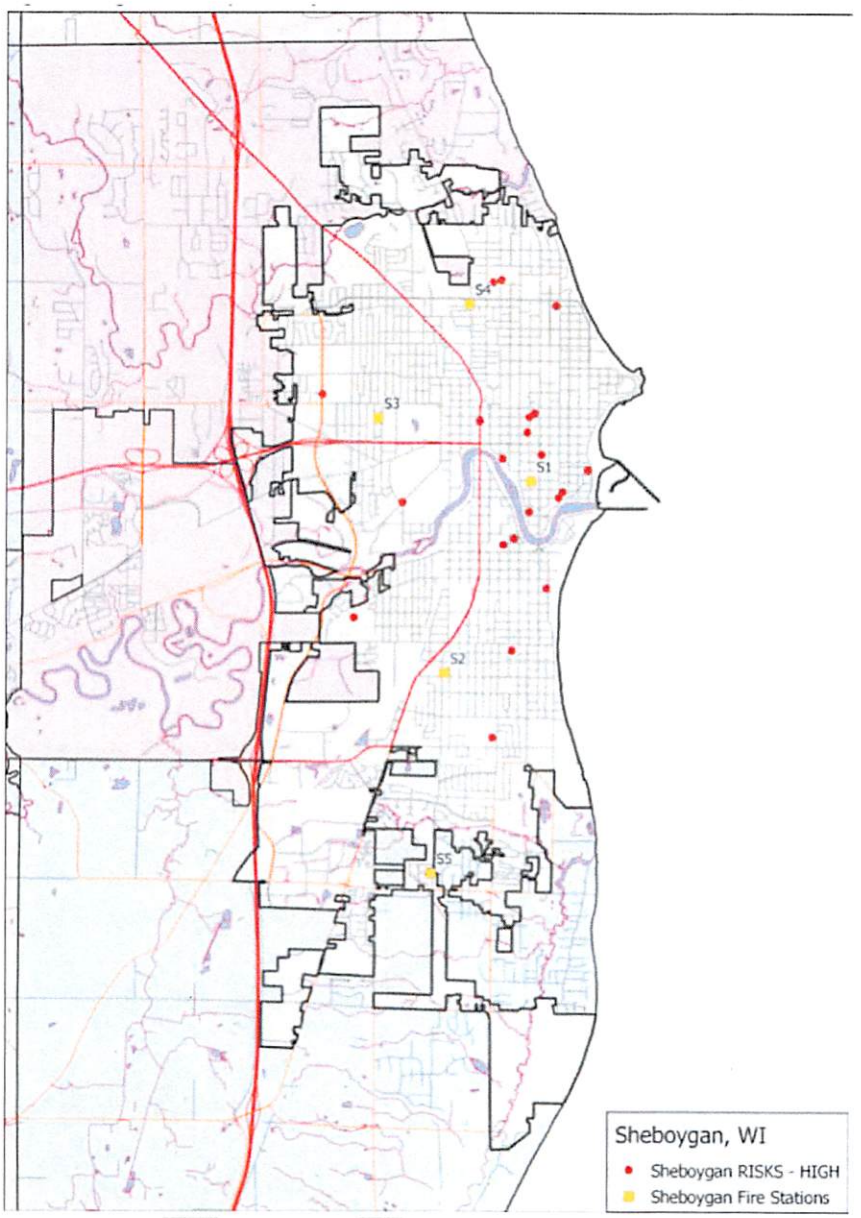
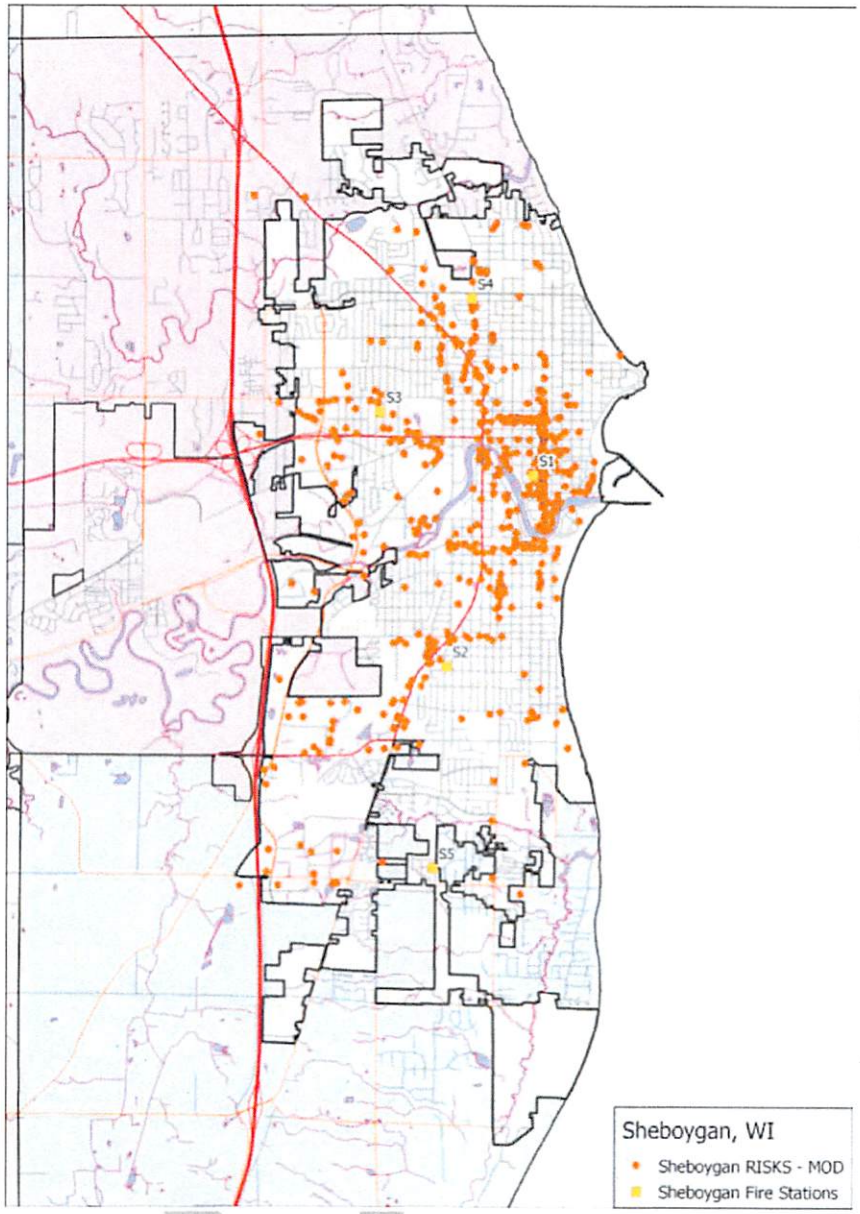


Figure 13: Medium Risk Occupancies



Comparative & Benchmark Performance

The following information reports performance for the City of Sheboygan and compares their NFIRS reported performance to that of national and regional data as reported by NFPA's national estimates; and performance reflected in NFIRS PDR files for 2012 thru 2016 for both the City and selected benchmark communities.

The NFPA utilizes a national estimate methodology to report losses from fire at the national and regional levels. However, it is important to emphasize that this analysis makes use of NFIRS data as the underlying data source. Depending on the quality of NFIRS data reported by individual fire departments and specifically how each agency addresses unknown or missing data, as well as the use of any quality assurance reviews of fire reports, there may be some unusual findings for the City when making comparisons against national, regional or other benchmark communities. Accordingly, policy makers should consider the following comparisons recognizing these limitations.

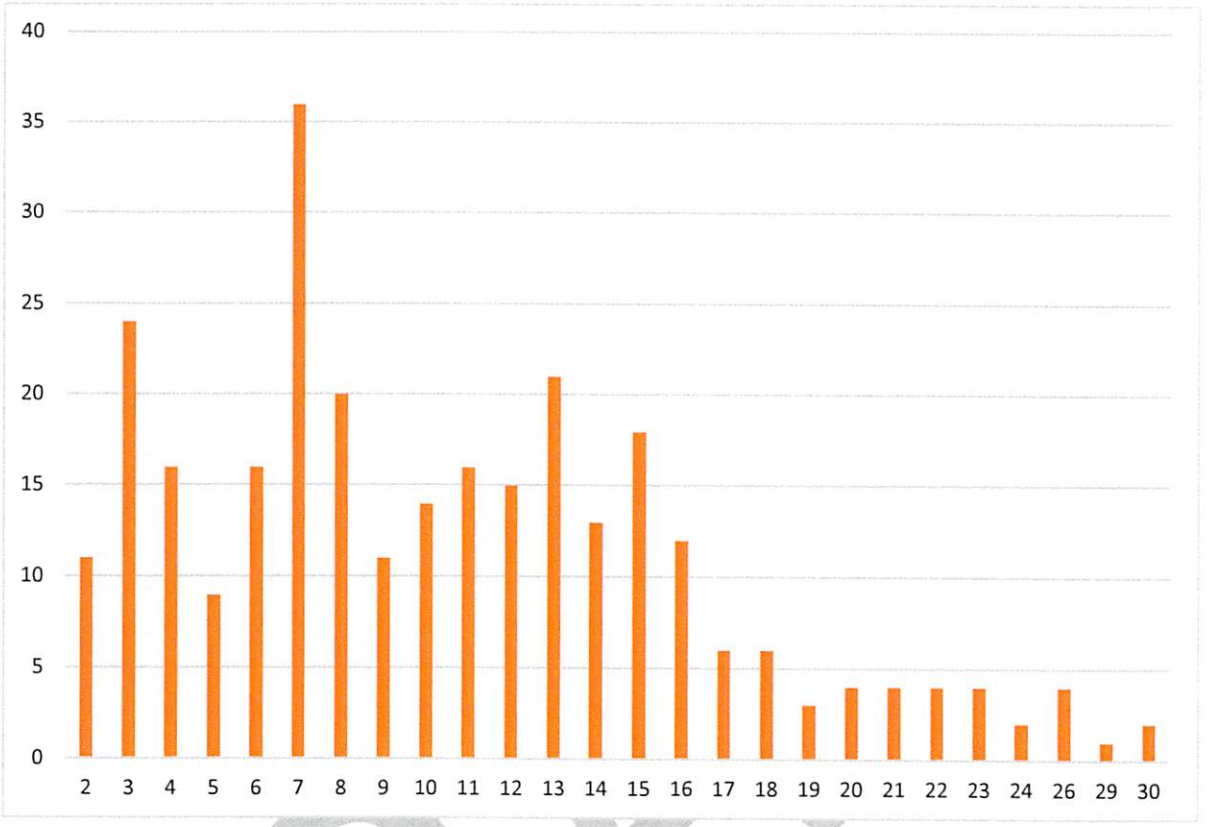
Figure 14: NFIRS Comparative Measures

Community	Fire per Thousand Population	Civilian Deaths per Million Population	Civilian Injuries per Million Population	Property Loss per Capita
Sheboygan	**2.94**	**12.4**	**136.6**	**$ 26.72**
Fond Du Lac	5.34	0	0	10.48
La Cross	8.28	12.4	33.1	7.93
Wauwatosa	3.27	0	12.4	5.53
West Allis	6.67	12.4	144.8	14.7
Midwest: 50K - 100K	2.40	7.7	47.4	$ 22.60
NFPA: Nationwide	4.20	10.5	45.3	$ 32.90

The Fire Department's reported NFIRS information from 2012 through 2016 was also analyzed to assess the ability to place a sufficient number of personnel on scene of a building fire. That information is reflected in the Figure below. A common benchmark in the fire service is to ensure the assembly of 15 personnel to manage the multitude of tasks required on the fire ground. With its current staffing levels, the department is able to assemble an effective response force assuming other emergency activity does not impede the response from all fire units.

DRAFT

Figure 15: Response Force to Building Fires - 2012 thru 2016



Relevant Findings – Pros & Cons

PROS

- Response times are strong – 4.7 minutes travel & 9.0 minutes total at the 90th percentile
- Existing workloads reflect significant system capacity
- Overall risk profile is *moderate*

CONS

- Depending on desired staffing levels for structure fires, challenges may exist in the assembly of an effective response force
- Fire death & injury rates may reflect an opportunity for increased fire prevention education

Policy Alternatives

After considering the quantitative and qualitative data derived during this project, including that information highlighted above as well as the more detailed descriptive and modeled performance in subsequent sections, various policy alternatives were developed. These include:

- Maintain current response time performance of 5 minutes for 90% of incidents with the existing 5 stations
- Maintain current response time performance of 5 minutes for 90% of incidents employing 4 optimized stations
- Improve current response time performance of 4 minutes for 90% of incidents by employing 6 optimized stations
- Reduce current response time performance to 6 minutes for 90% of incidents by employing 5 current stations (6 minutes for 90% of incidents)

Status Quo Performance – 5 Existing Stations

The analysis demonstrates that the current station configuration could capture 90% of the incidents within 5 minutes with the utilization of 4 fire stations. Station 5 improves performance by 3.51% with a 5-minute travel time. However, under this alternative, the Department could utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 3 and 2 would cover the greatest number of calls, 66%, within the performance objective of 5 minutes.

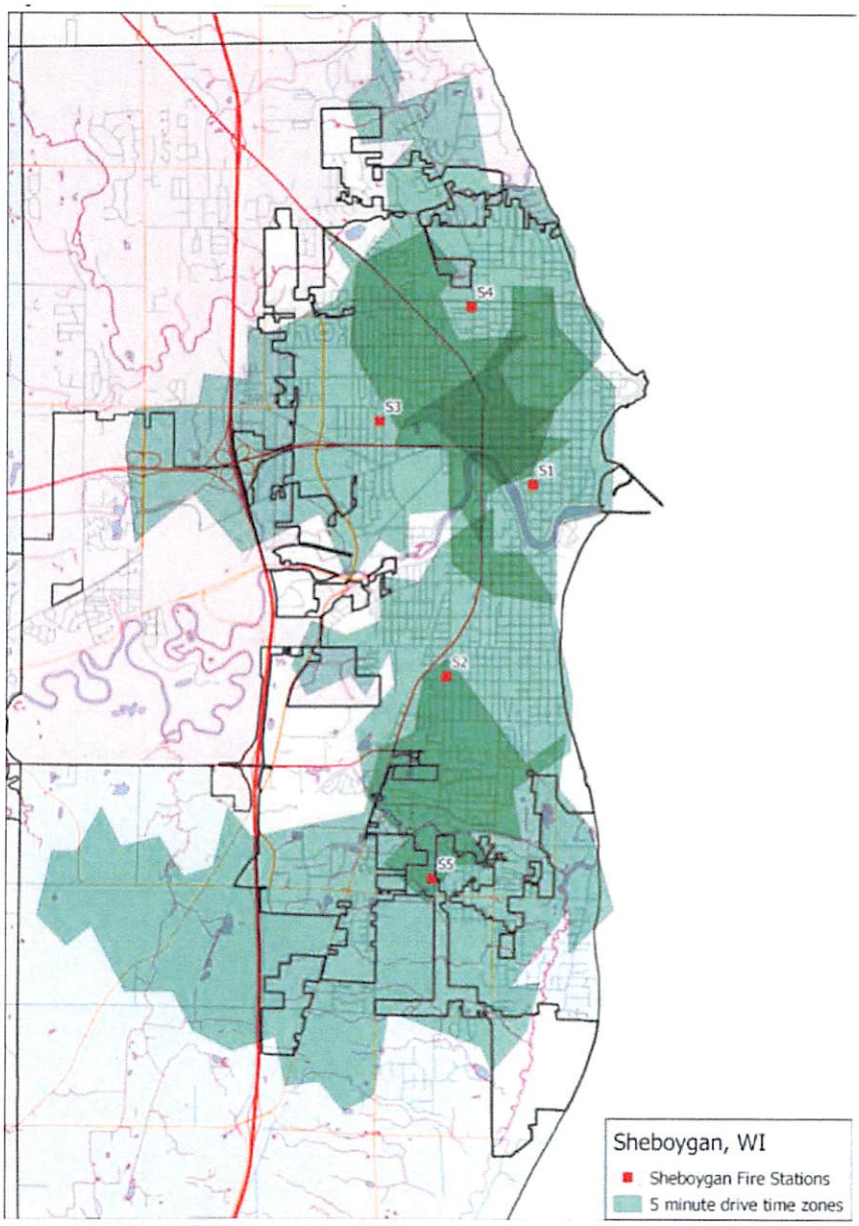
Figure 16: Marginal Fire Station Contribution for 5-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,183	2,183	42.53%
2	S2	1,238	3,421	66.65%
3	S1	797	4,218	82.17%
4	S4	413	4,631	90.22%
5	S5	180	4,811	93.73%

When referring to the mapping output below, the areas of the city that are not shaded with green, represent a maximum of 10% of the incidents that would not be responded to within 5-minutes. All requests for service would be answered, but they may be answered between 5:01 and 8:00 minutes. Finally, any areas that is shaded with progressively darker shades of green represent areas where more than one station can cover the same territory within the respective travel time being evaluated

DRAFT

Figure 17: Current Stations with a 5-Minute Travel Time at the 90th Percentile



Status Quo Performance – 4 Optimized Stations

Analyses were completed to develop an optimized station distribution model for a 5-minute travel time. This evaluation suggests, that an optimized 4-station model can provide for approximately 93% effectiveness covering all incidents within 5-minutes. This optimized configuration only improves performance by approximately 3%, compared to the current 4-station configuration. Considering the current 5-station deployment, this model would maintain the same performance with 4-stations at 93%. The following Figures provide both tabular and graphic illustration. The elimination of a single apparatus related to this option would have a potential impact of $813,368.[10]

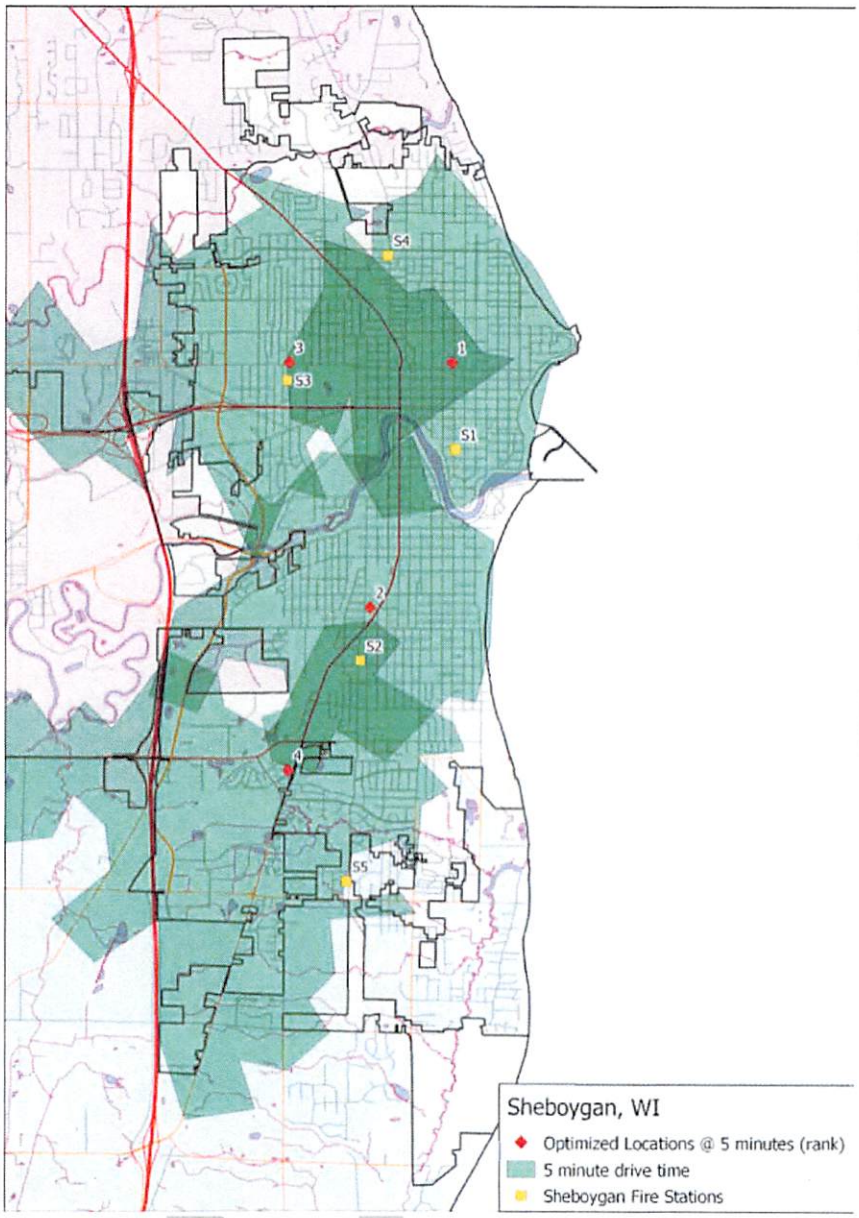
Figure 18: Optimized Station Location with 5-Minute Travel Time

Rank	PostCapture	TotalCapture	PercentCapture
1	2440	2440	47.54%
2	1137	3577	69.69%
3	758	4335	84.45%
4	420	4755	92.64%
5	167	4922	95.89%

DRAFT

[10] The estimation is based on the following assumptions: Budgeted line personnel represent 87.3% of FTEs and staff a total of 8 apparatus with minimum staffing of 2 personnel each. Accordingly, each apparatus represents 10.9% of personnel costs. Should the City elect to pursue any of the options outlined herein, a more detailed analysis of costs per apparatus should be undertaken.

Figure 19: Optimized Station Deployment Plan - 5-Minute Travel Time



Improved Performance of 4-Minute Travel Time – 6 Optimized Stations

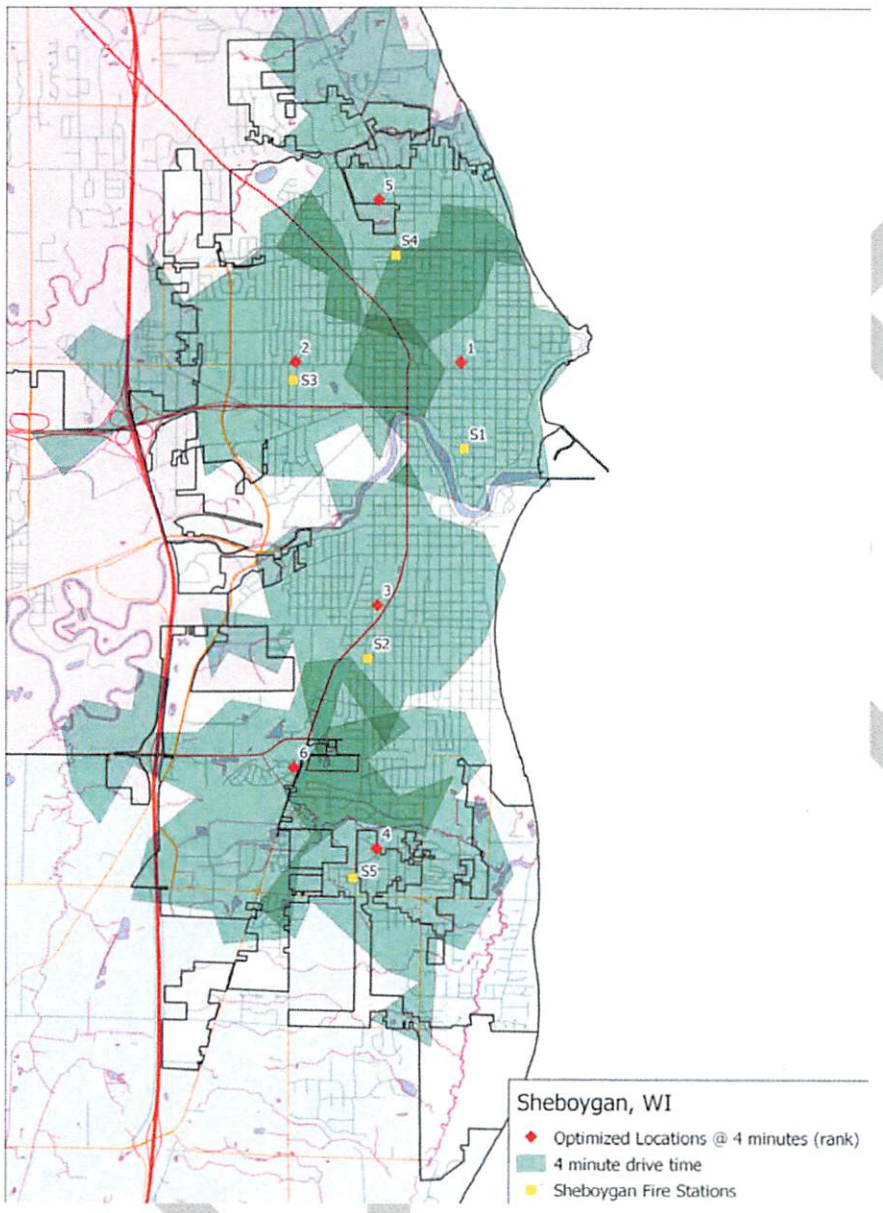
Analyses were completed to develop an optimized station distribution model for a 4-minute travel time consistent with NFPA 1710. This evaluation suggests, that an optimized 6-station model can provide for greater than 92% effectiveness covering all incidents within 4-minutes or less travel time. In comparison, the current 5-station configuration achieved 4 minutes or less approximately 82% of the time, or an improvement of approximately 10%. The addition of a single apparatus related to this option would have a potential impact of $813,368.[11]

A graphic illustration is presented below that includes the proposed station locations as well as the existing facilities.

DRAFT

[11] Ibid.

Figure 20: Optimized Station Deployment Plan - 4-Minute Travel Time



Reduce Current Response Time Performance to 6-Minutes

The analysis demonstrates that the current station configuration could capture nearly 92% of the incidents within 6 minutes with the utilization of 3 fire stations and 97% with all five stations. Stations 1 improves coverage by approximately 3.14% and Station 5 improves performance by an additional 2.32% with a 5-minute travel time. Collectively, stations 1 and 5 improve performance by 5.46%.

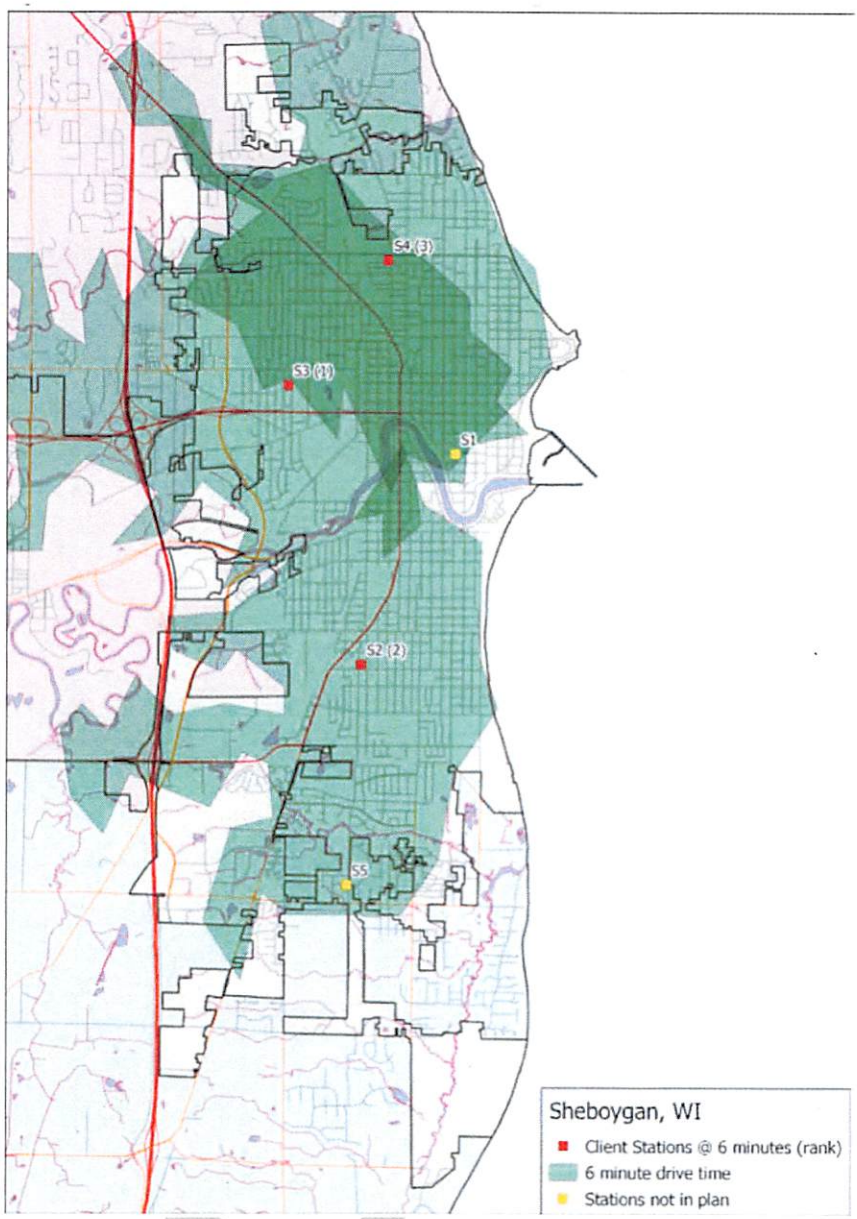
However, the Department could utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 3 and 2 would cover the greatest number of calls, 83%, within the performance objective of 6 minutes. The following Figures provide both tabular and graphic illustration.

Figure 21: Marginal Fire Station Contribution for 6-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,857	2,857	55.66%
2	S2	1,405	4,262	83.03%
3	S4	440	4,702	91.60%
4	S1	161	4,863	94.74%
5	S5	119	4,982	97.06%

DRAFT

Figure 22: Current Stations with 6-Minute Travel Time at the 90th Percentile



Recommendations

RECOMMENDATION: From a program accounting perspective, the City should consider adjusting their financials to reflect 18 FTEs adjusted to 75% as a more representative cost allocation for EMS staffing requirements.

RECOMMENDATION: Prospectively, the City will benefit from an ambulance replacement schedule that is staggered. This will allow the rolling fleet to be continuously updated while keeping maintenance cost more consistent.

RECOMMENDATION: The City should consider allocating additional resources for fire administration.

RECOMMENDATION: The City should codify a status quo performance baseline of 5-minute travel time for 90% of incidents utilizing their 5 existing stations

DRAFT

SECTION 2: Summary PowerPoint

City of Sheboygan
spirit on the lake.

Operational Consulting & Fire Department Structure Review

Summary PowerPoint

November 2018

FITCH & ASSOCIATES

Overview

High-level review of reports on data and GIS analysis

Discussion of relevant findings

Exploration of various alternatives

Current Performance

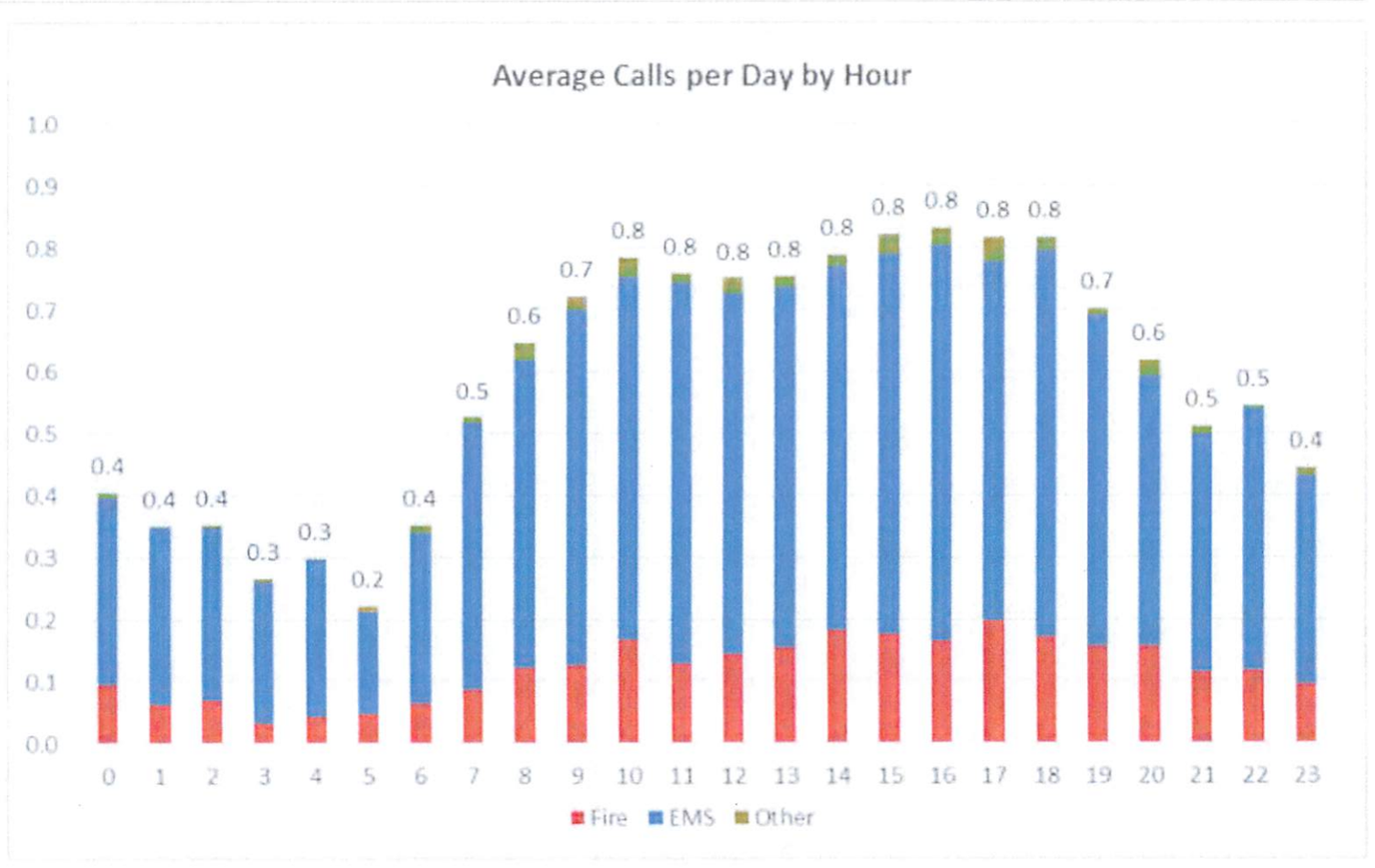
Current Performance

2017 Incident Types

Call Category	Number of Calls	Calls per Day	Call Percentage
Cardiac and stroke	349	1.0	6.8%
Seizure and unconsciousness	50	0.1	1.0%
Breathing difficulty	514	1.4	10.0%
Overdose and psychiatric	79	0.2	1.5%
Accident	166	0.5	3.2%
Fall and injury	532	1.5	10.3%
Illness and other	2,253	6.2	43.8%
EMS Total	**3,943**	**10.8**	**76.7%**
Structure fire	25	0.1	0.5%
Outside fire	63	0.2	1.2%
Alarm	342	0.9	6.7%
Public service	517	1.4	10.1%
Rescue	13	0.0	0.3%
Fire other	90	0.2	1.8%
Fire Total	**1,050**	**2.9**	**20.4%**
Hazmat	**101**	**0.3**	**2.0%**
Mutual aid	**48**	**0.1**	**0.9%**
Total	**5,142**	**14.1**	**100.0%**

Current Performance

2017 Incidents by Hour-of-Day



Where Incidents Occur

Figure 19: Heat Map for Fire Related Incidents

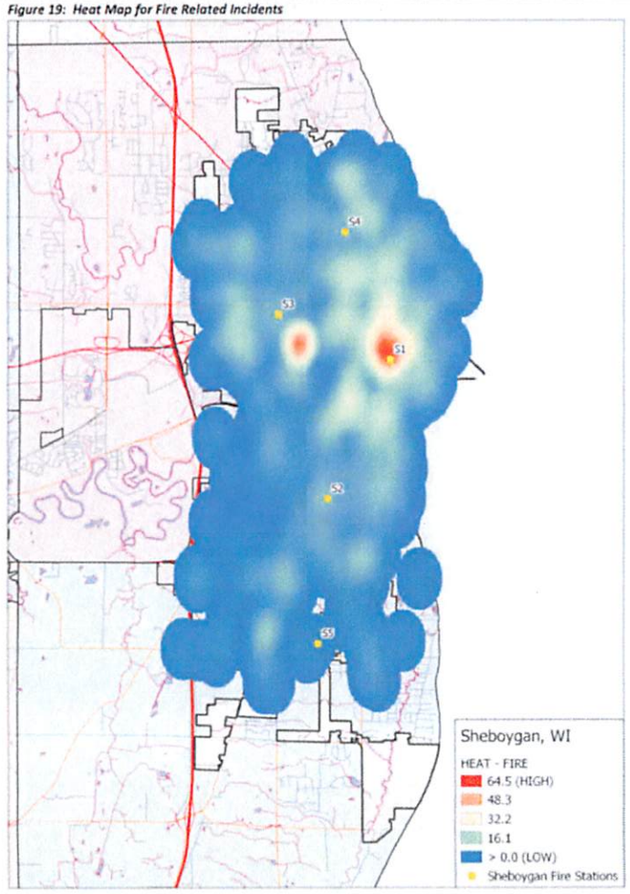
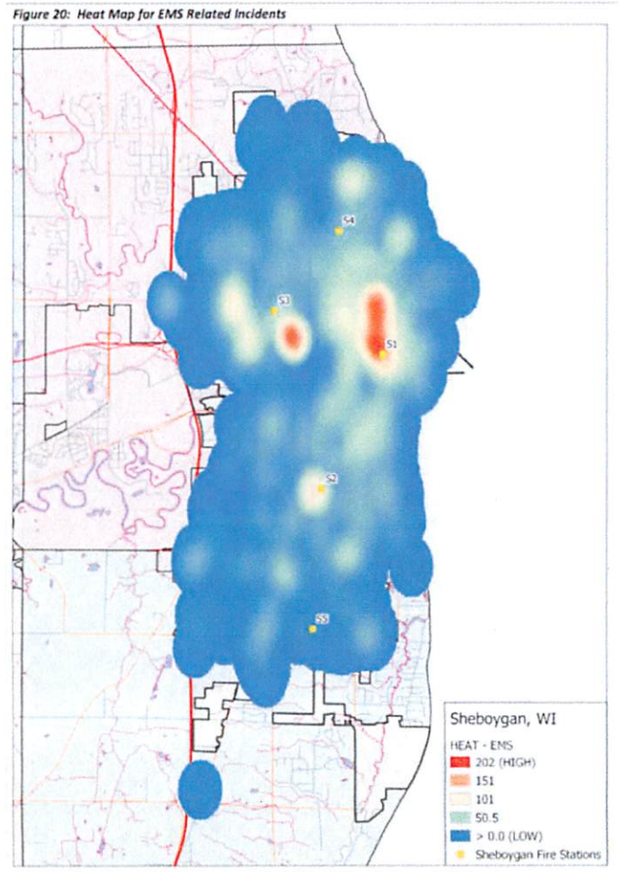


Figure 20: Heat Map for EMS Related Incidents



Current Performance

2017 Unit & Station Workloads

Station	Unit	Type	Avg. Busy Minutes per Response	Annual Busy Hours	Annual Total Responses	Busy Hours per Day	Unit Responses per Day
1	M1	Ambulance	19.8	629	1,909	1.7	5.2
	E1	Engine	18.0	491	1,639	1.3	4.5
	Station 1 Total		**18.9**	**1,120**	**3,548**	**3.1**	**9.7**
2	M2	Ambulance	20.8	438	1,264	1.2	3.5
	R2	Rescue Engine	21.2	370	1,048	1.0	2.9
	Station 2 Total		**21.0**	**807**	**2,312**	**2.2**	**6.3**
3	M3	Ambulance	19.6	490	1,500	1.3	4.1
	E3	Engine	18.4	430	1,399	1.2	3.8
	BC	Pickup	39.4	134	204	0.4	0.6
	AC	Assistant Chief	125.6	8	4	0.0	0.0
	DC	Deputy Chief	88.2	3	2	0.0	0.0
	Station 3 Total		**20.5**	**1,065**	**3,109**	**2.9**	**8.5**
4	L4	Ladder	20.8	307	883	0.8	2.4
	M6	Ambulance	17.0	2	7	0.0	0.0
	E6	Engine	0.4	0	1	0.0	0.0
	Station 4 Total		**20.8**	**309**	**891**	**0.8**	**2.4**
5	L5	Ladder	22.8	208	548	0.6	1.5
SFD Total			**20.2**	**3,509**	**10,408**	**9.6**	**28.5**

Current UHU

Figure 18: Unit Hour Utilization

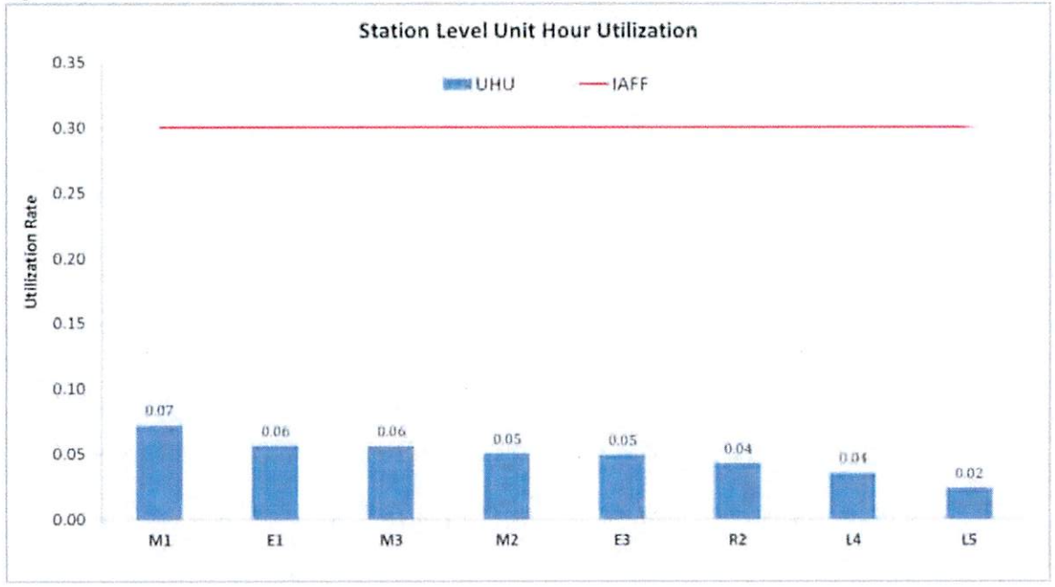


Table 19: Unit Hour Utilization

Station	Unit	Unit Type	Busy Hours	UHU
1	M1	Ambulance	629	0.07
1	E1	Engine	491	0.06
3	M3	Ambulance	490	0.06
2	M2	Ambulance	438	0.05
3	E3	Engine	430	0.05
2	R2	Rescue Engine	370	0.04
4	L4	Ladder	307	0.04
5	L5	Ladder	208	0.02

Current Performance

2017 Average & 90th Percentile Response Components & Times

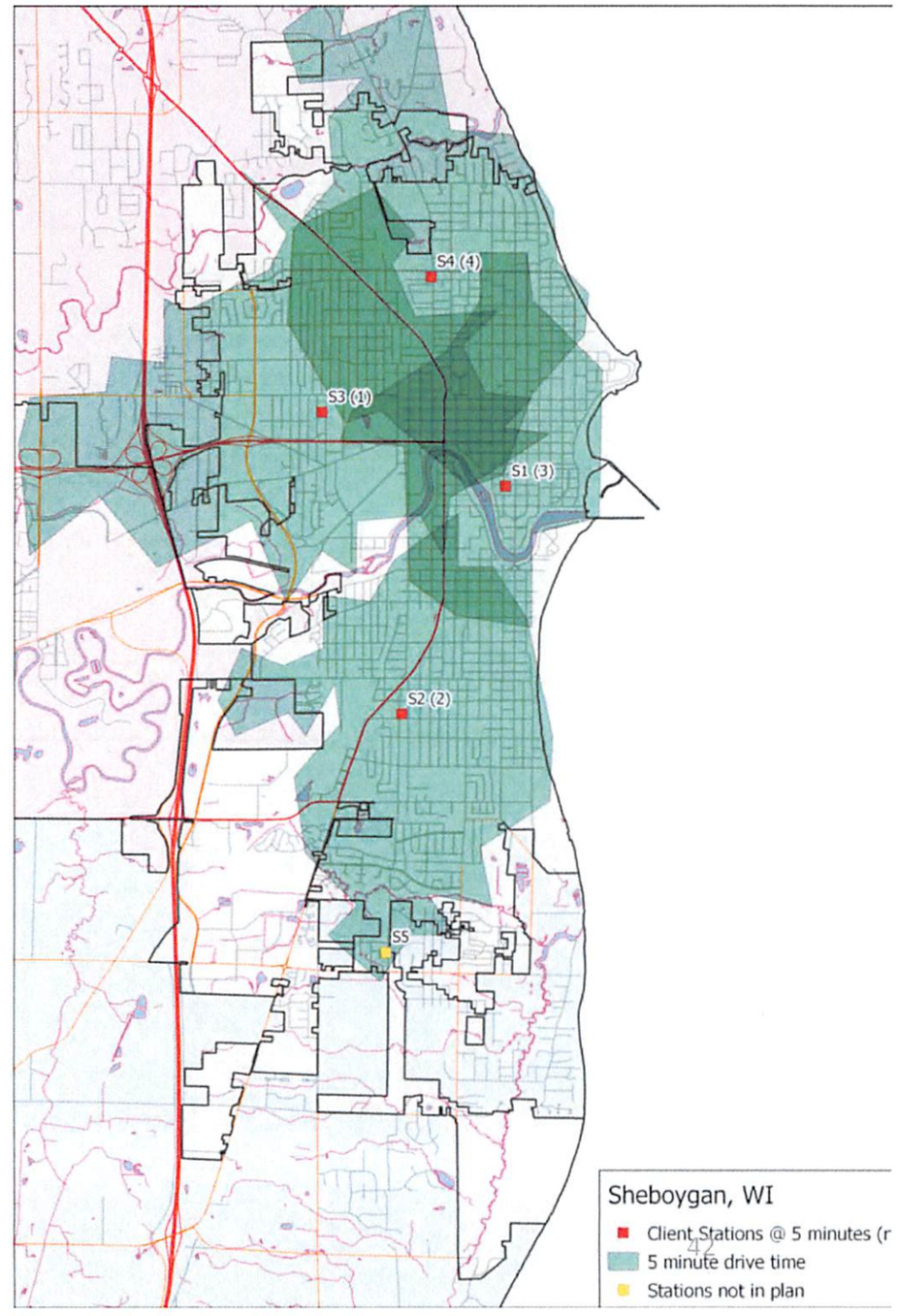
Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	2.1	1.3	2.7	6.1	3,361
Fire	1.8	1.6	3.4	6.8	340
Hazmat	1.6	1.6	3.5	6.7	84
Total	**2.1**	**1.4**	**2.8**	**6.2**	**3,785**

Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	3.5	2.2	4.6	8.9	3,361
Fire	2.9	2.4	5.7	9.7	340
Hazmat	2.7	2.3	6.2	9.8	84
Total	**3.4**	**2.2**	**4.7**	**9.0**	**3,785**

Marginal Utility

Table 4: Marginal Fire Station Contribution for 5-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,183	2,183	42.53%
2	S2	1,238	3,421	66.65%
3	S1	797	4,218	82.17%
4	S4	413	4,631	90.22%
5	S5	180	4,811	93.73%



Relevant Findings

ISO Rating as of Oct 1st 2018

FSRS Feature	Earned Credit	Credit Available
Emergency Communications		
414. Credit for Emergency Reporting	3.00	3
422. Credit for Telecommunicators	3.20	4
432. Credit for Dispatch Circuits	2.76	3
440. Credit for Emergency Communications	8.96	10
Fire Department		
513. Credit for Engine Companies	5.87	6
523. Credit for Reserve Pumpers	0.50	0.50
532. Credit for Pump Capacity	3.00	3
549. Credit for Ladder Service	2.74	4
553. Credit for Reserve Ladder and Service Trucks	0.00	0.50
561. Credit for Deployment Analysis	9.05	10
571. Credit for Company Personnel	6.79	15
581. Credit for Training	6.51	9
730. Credit for Operational Considerations	2.00	2
590. Credit for Fire Department	36.46	50
Water Supply		
616. Credit for Supply System	27.77	30
621. Credit for Hydrants	2.92	3
631. Credit for Inspection and Flow Testing	7.00	7
640. Credit for Water Supply	37.69	40
Divergence	-4.26	–
1050. Community Risk Reduction	5.18	5.50
Total Credit	84.03	105.50

ISO Perspective
Engine & Ladder Placement

Figure 10: 1.5 Mile Engine Polygons

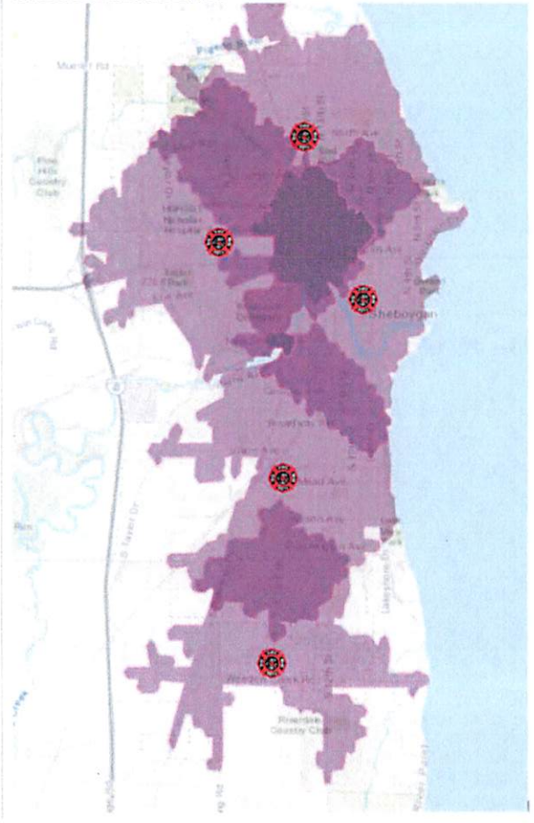


Figure 11: Current Stations 4 and 5 with Ladder Trucks - ISO 2.5 Mile

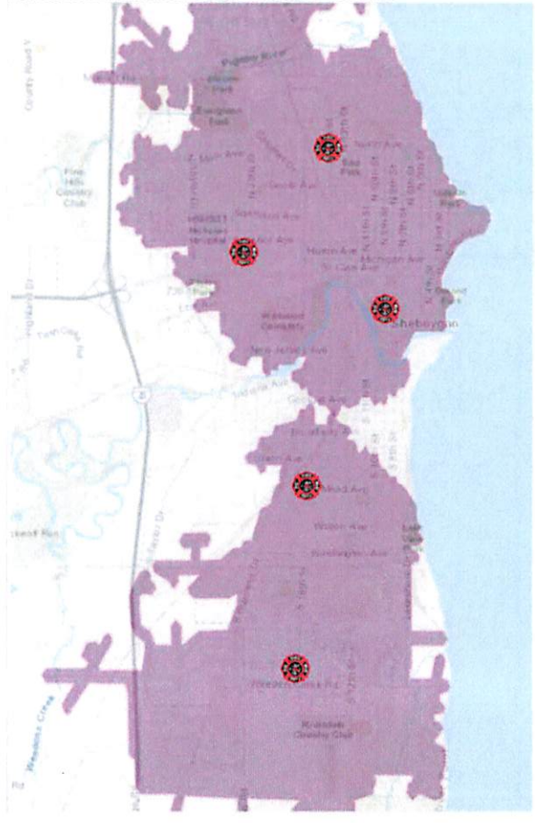
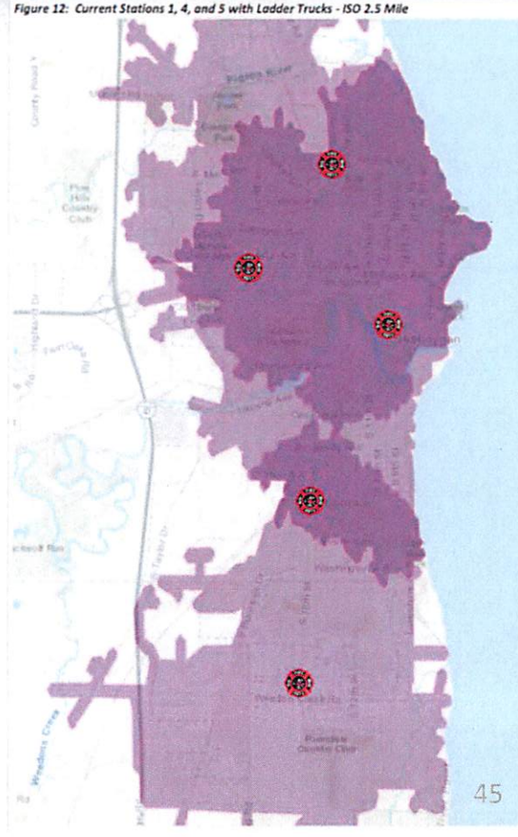
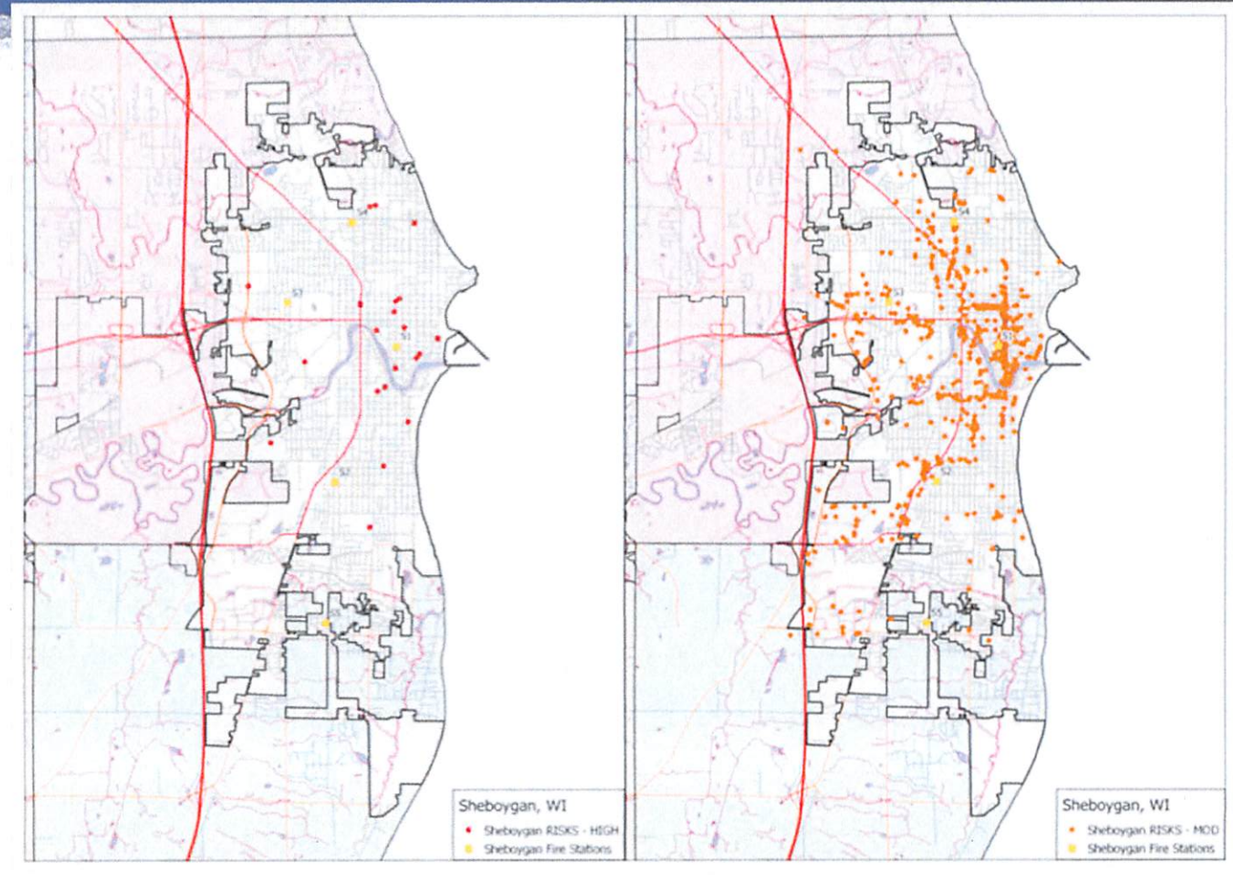


Figure 12: Current Stations 1, 4, and 5 with Ladder Trucks - ISO 2.5 Mile



ISO Independently Rated Properties



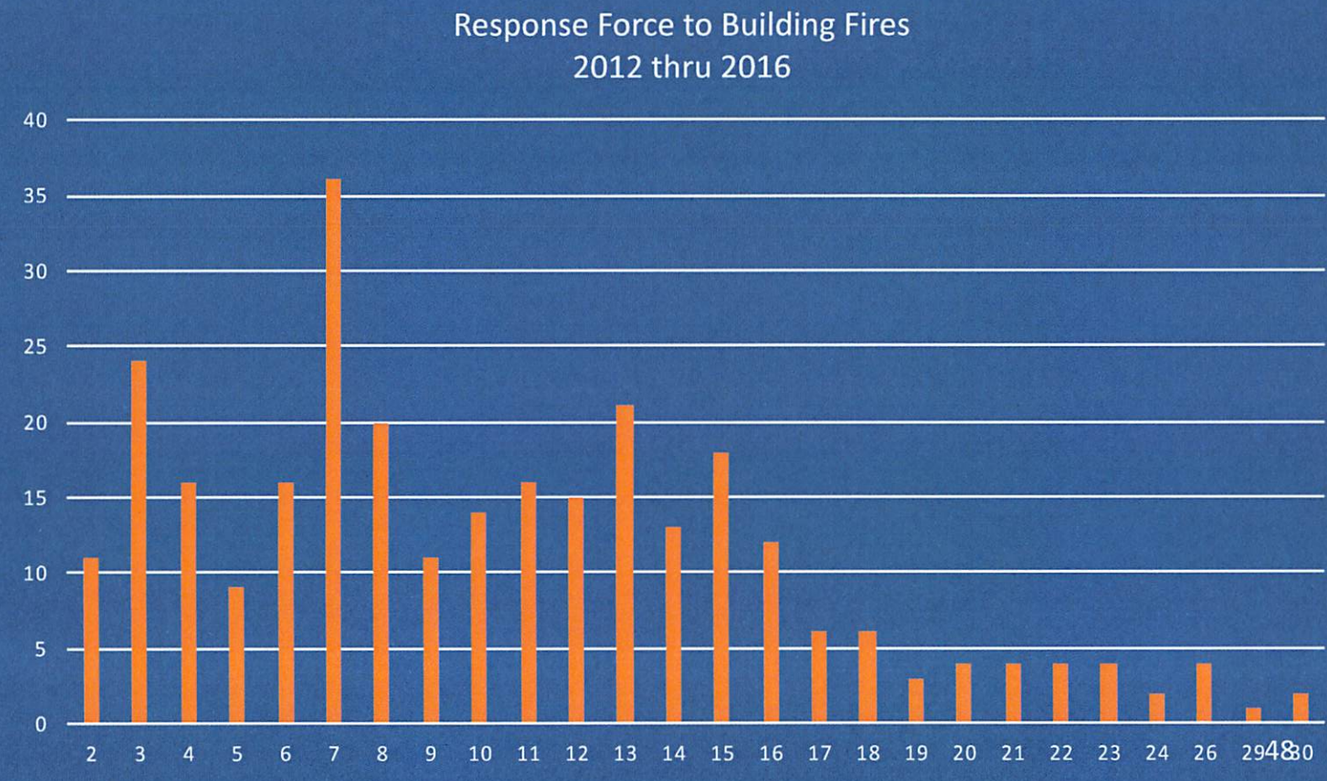
NFIRS Related Metrics

NFIRS Reported Fire Loss Statistics – 2012 thru 2016

Community	Fire per Thousand Population	Civilian Deaths per Million Population	Civilian Injuries per Million Population	Property Loss per Capita
Sheboygan	**2.94**	**12.4**	**136.6**	**$ 26.72**
Midwest: 50K - 100K	2.40	7.7	47.4	$ 22.60
NFPA: Nationwide	4.20	10.5	45.3	$ 32.90

NFIRS Reported Response Force to Building Fires

- There were a reported 292 building fires reported during the fire year period, or an average of just over 1 per week.
- Average of 11.2 to each building fire



Relevant Findings

PROS

- Response times are strong – 4.7 minutes travel & 9.0 minutes total at the 90th percentile
- Existing workloads reflect significant system capacity
- Overall risk profile is ***moderate***

CONS

- Depending on desired staffing levels for structure fires, challenges may exist in the assembly of an effective response force
- Fire death & injury rates may reflect an opportunity for increased fire prevention education

Working Alternatives

Various Policy Alternatives

- 4 potential policies re: deployment
  - Maintain current response time performance (5 minutes for 90% of incidents) w/ existing 5 stations
  - Maintain current response time performance employing 4 optimized stations
  - Improve current response time performance (4 minutes for 90% of incidents) by employing 5 optimized stations
  - Reduce current response time performance by employing 5 current stations (6 minutes for 90% of incidents)

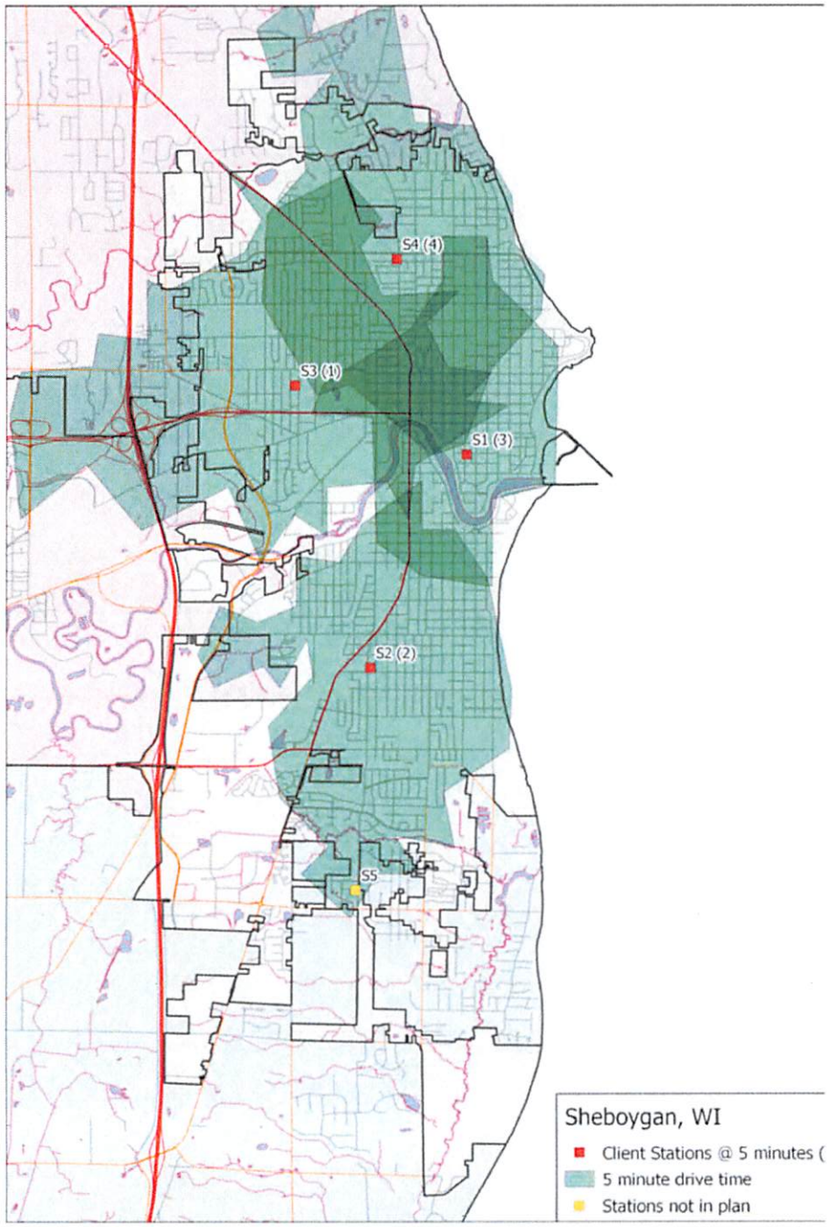


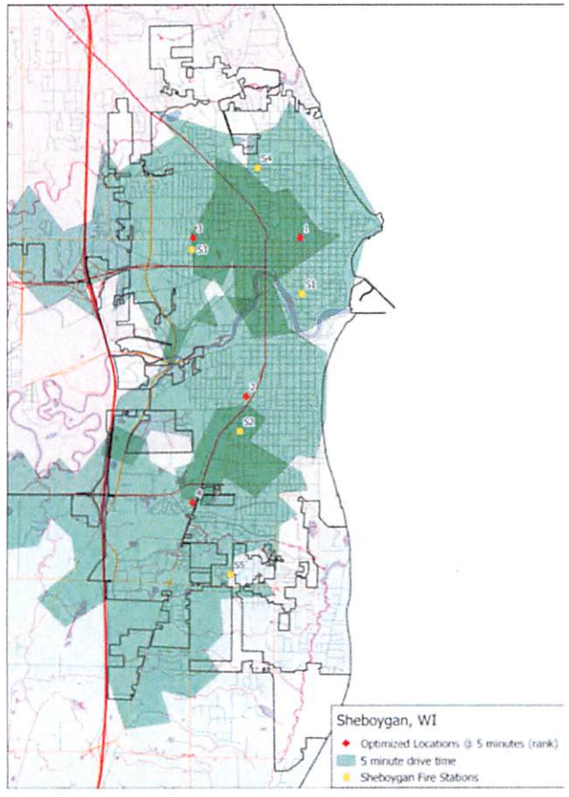
Table 4: Marginal Fire Station Contribution for 5-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,183	2,183	42.53%
2	S2	1,238	3,421	66.65%
3	S1	797	4,218	82.17%
4	S4	413	4,631	90.22%
5	S5	180	4,811	93.73%

When referring to the mapping output below, the areas of the city that are not shaded with green, represent a maximum of 10% of the incidents that would not be responded to within 5-minutes. All requests for service would be answered, but they may be answered between 5:01 and 8:00 minutes. Finally, any areas that is shaded with progressively darker shades of green represent areas where more than one station can cover the same territory within the respective travel time being

Status Quo Performance with 5 Minute @ 90th – Current 5 Stations

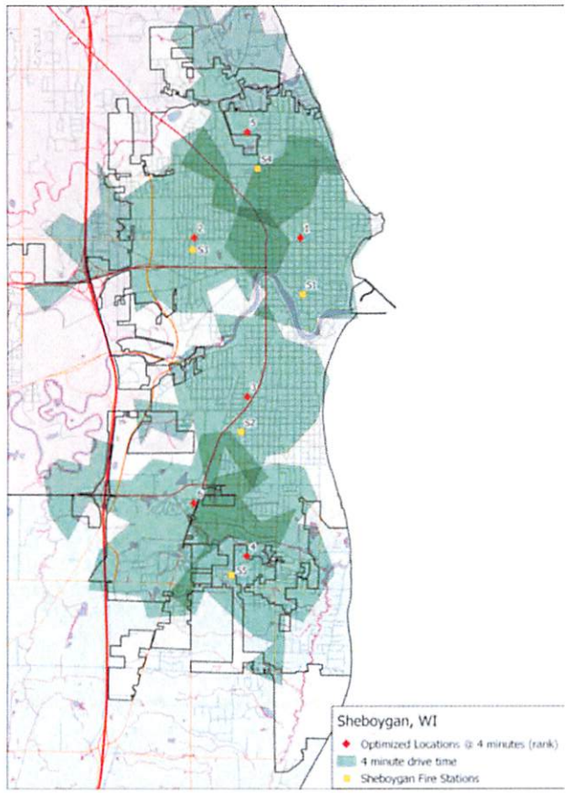
Status Quo Performance with 5 Minute @ 90th - Optimized 4 Stations



Analyses were completed to develop an optimized station distribution model for a 5-minute travel time. This evaluation suggests, that an optimized 4-station model can provide for approximately 93% effectiveness covering all incidents within 5-minutes. This optimized configuration only improves performance by approximately 3%, compared to the current 4-station configuration. Considering the current 5-station deployment, this model would maintain the same performance with 4-stations at 93%.

Therefore, the city and department could consider the following policy options:

- Operate out of 4 stations until the call volume in Station 5's territory increases
- Continue to operate out of all 5 stations to cover the geographic area irrespective of the current community demands
- Continue to operate out of all 5 stations, but utilize Station 5 as a flexible resource when needed
- Utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 3 and 2 would cover the greatest number of calls, 66%, within the performance objective of 5 minutes.



Analyses were completed to develop an optimized station distribution model for a 4-minute travel time consistent with NFPA 1710. This evaluation suggests, that an optimized 6-station model can provide for greater than 92% effectiveness covering all incidents within 4-minutes or less travel time. In comparison, the current 5-station configuration achieved 4 minutes or less approximately 82% of the time, or an improvement of approximately 10%.

A graphic illustration is presented below that includes the proposed station locations as well as the existing facilities.

Improved Performance with Optimized 4-Minute Travel Time – Optimized 5 Stations

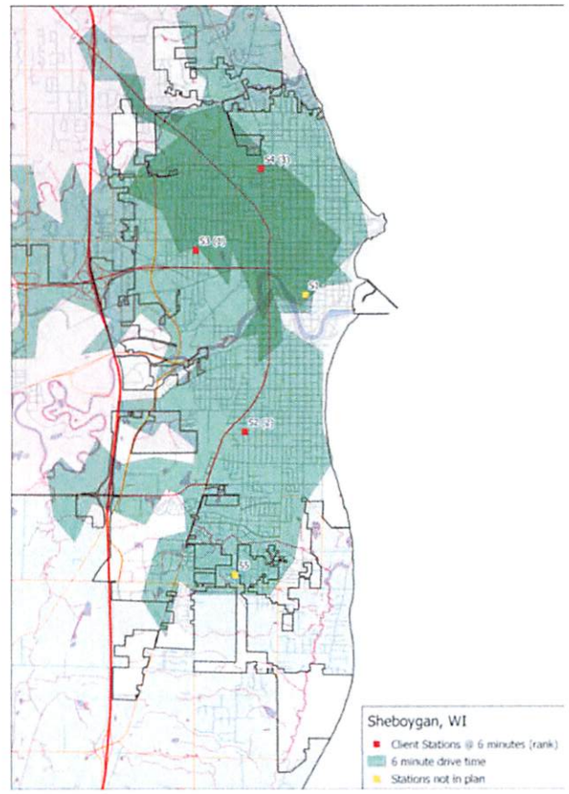
The analysis demonstrates that the current station configuration could capture nearly 92% of the incidents within 6 minutes with the utilization of 3 fire stations and 97% with all five stations. Stations 1 improves coverage by approximately 3.14% and Station 5 improves performance by an additional 2.32% with a 5-minute travel time. Collectively, stations 1 and 5 improve performance by 5.46%.

Therefore, the city and department could consider the following policy options:

- Operate out of 3 stations until the call volume in Station 5's territory increases
- Continue to operate out of all 5 stations to cover the geographic area irrespective of the current community demands
- Continue to operate out of all 5 stations, but utilize Station 5 and 1 as a flexible resources when needed
- Utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 3 and 2 would cover the greatest number of calls, 83%, within the performance objective of 6 minutes.

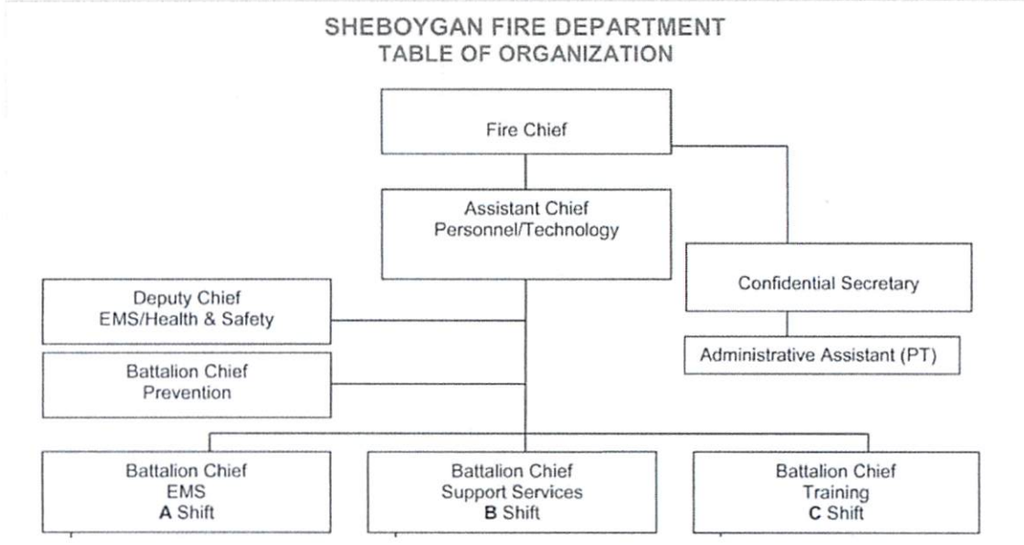
Table 5: Marginal Fire Station Contribution for 6-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,857	2,857	55.66%
2	S2	1,405	4,262	83.03%
3	S4	440	4,702	91.60%
4	S1	161	4,863	94.74%
5	S5	119	4,982	97.06%



Performance with 6-Minute Travel Time – Current 5 Stations

- Response resources are sufficient to handle current levels of performance
- Administrative staffing is challenged to fully address ongoing training, public education, shift supervision and internal communications effectively
  - The City should consider allocating an additional resources for fire administration



Organizational Structure

Recommendations

From a program accounting perspective, the City should consider adjusting their financials to reflect 18 FTEs adjusted to 75% as a more representative cost allocation for EMS staffing requirements.

Prospectively, the City will benefit from an ambulance replacement schedule that is staggered. This will allow the rolling fleet to be continuously updated while keeping maintenance cost more consistent.

The City should consider allocating additional resources for fire administration.

The City should codify a status quo performance baseline of 5-minute travel time for 90% of incidents utilizing their 5 existing stations

?

FITCH
& ASSOCIATES

SECTION 3: Data Analysis

FITCH
& ASSOCIATES

Methodology

We collected five years of CAD data (2013 to 2017) from Sheboygan Fire Department (SFD). In this report, we primarily focused our analysis on the 2017 calendar year.

In this report, we utilized two distinct measures of call volume and workload. First, is the number of requests for service that are defined as either "dispatches" or "calls". Dispatches/calls are the number of times a distinct incident was created. Conversely, "responses" are the number of times that an individual unit (or units) responded to a call. Responses will be utilized on all Unit and Station level analyses, which account for all elements of workload and performance. Calls have been categorized as EMS, Fire, Hazard and Mutual aid respectively. We classified call types using nature of incident. Calls associated with a transport time were identified as transport calls.

Dispatch time in this report is calculated from the time a 911 call was answered by the dispatcher through the time a unit was dispatched. Thus, dispatch time includes time the dispatcher created the incident request in the system. On average, a dispatcher spent 49 seconds to create an emergency request (lights and sirens response) in the system. This report focuses on calls responded with lights and sirens, and mainly analyzes dispatch time, turnout time, travel time, and response time of the first arriving units. However, we also present response time performance on calls responded without lights and sirens for comparison.

Community Response History

In the year of 2017, a total of 5,142 incidents were recorded in CAD, which reflected a year over year growth rate at 3.0%. EMS service requests totaled 3,943, accounting for 76.7% of the total number of incidents. The number of fire related calls were 1,050, which accounted for 20.4% of the total incidents. A total of 48 incidents were mutual aid outside SFD's jurisdiction.

The number of individual unit responses will be more reflective of total department workload since on average 2.0 SFD units responded to an incident. As summarized in Table 3, all units in SFD combined made 10,408 responses, and were busy on emergency calls 3,509 hours. On average, each response lasted 20.2 minutes from dispatched to clear.

Table 1: 2013-2017: Number of Incidents by Call Category

Program	Number of Calls 2013	2014	2015	2016	2017
EMS	3,773	3,877	3,877	3,890	3,943
Fire	1,082	1,007	1,001	978	1,050
Hazmat	109	95	117	92	101
Mutual	29	36	21	30	48
Total	**4,993**	**5,015**	**5,016**	**4,990**	**5,142**
Calls per Day	**13.7**	**13.7**	**13.7**	**13.7**	**14.1**
YoY Growth	**NA**	**0.4%**	**0.0%**	**-0.5%**	**3.0%**

Table 2: Number of Incidents by Category in 2017

Call Category	Number of Calls	Calls per Day	Call Percentage
Cardiac and stroke	349	1.0	6.8%
Seizure and unconsciousness	50	0.1	1.0%
Breathing difficulty	514	1.4	10.0%
Overdose and psychiatric	79	0.2	1.5%
Accident	166	0.5	3.2%
Fall and injury	532	1.5	10.3%
Illness and other	2,253	6.2	43.8%
EMS Total	**3,943**	**10.8**	**76.7%**
Structure fire	25	0.1	0.5%
Outside fire	63	0.2	1.2%
Alarm	342	0.9	6.7%
Public service	517	1.4	10.1%
Rescue	13	0.0	0.3%
Fire other	90	0.2	1.8%
Fire Total	**1,050**	**2.9**	**20.4%**
Hazmat	**101**	**0.3**	**2.0%**
Mutual aid	**48**	**0.1**	**0.9%**
Total	**5,142**	**14.1**	**100.0%**

Figure 23: Percentage of Total Incidents Dispatched by Program in 2017

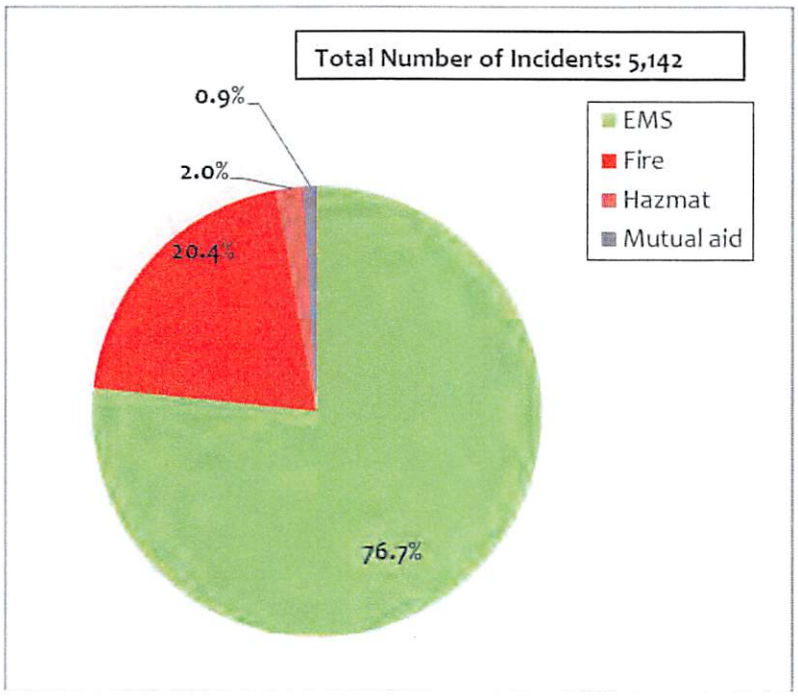


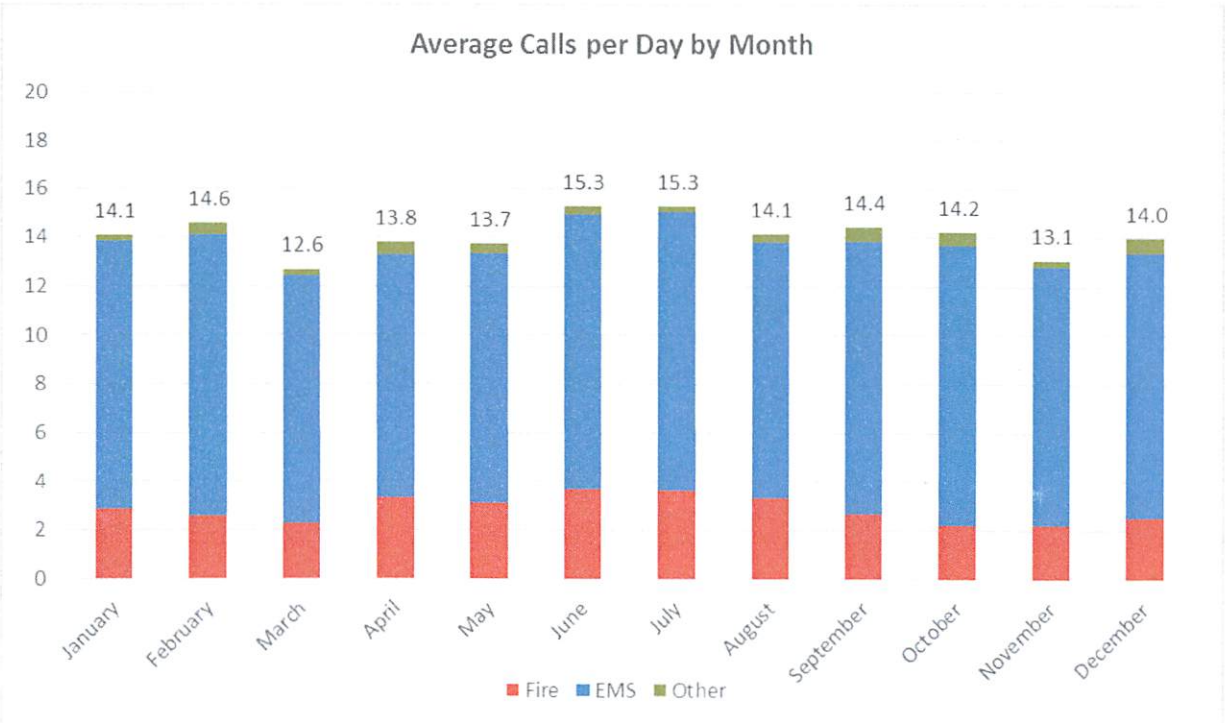
Table 3: Number of Calls, Number of Responses, and Total Busy Time by Program in 2017

Program	Number of Calls	Number of Responses	Average Responses per Call	Total Busy Hours	Average Busy Minutes per Response	Percentage of Total Busy Hours
EMS	3,943	7,871	2.0	2,451	18.7	69.8%
Fire	1,050	2,118	2.0	850	24.1	24.2%
Hazmat	101	352	3.5	174	29.6	5.0%
Mutual aid	48	67	1.4	34	30.6	1.0%
Total	**5,142**	**10,408**	**2.0**	**3,509**	**20.2**	**100.0%**

Temporal analyses were conducted to evaluate patterns in community demands. These measures examined the frequency of requests for service by month, day of week, and hour of day. In the following temporal analysis, hazmat and mutual aid calls were grouped into the other category for presentation purposes.

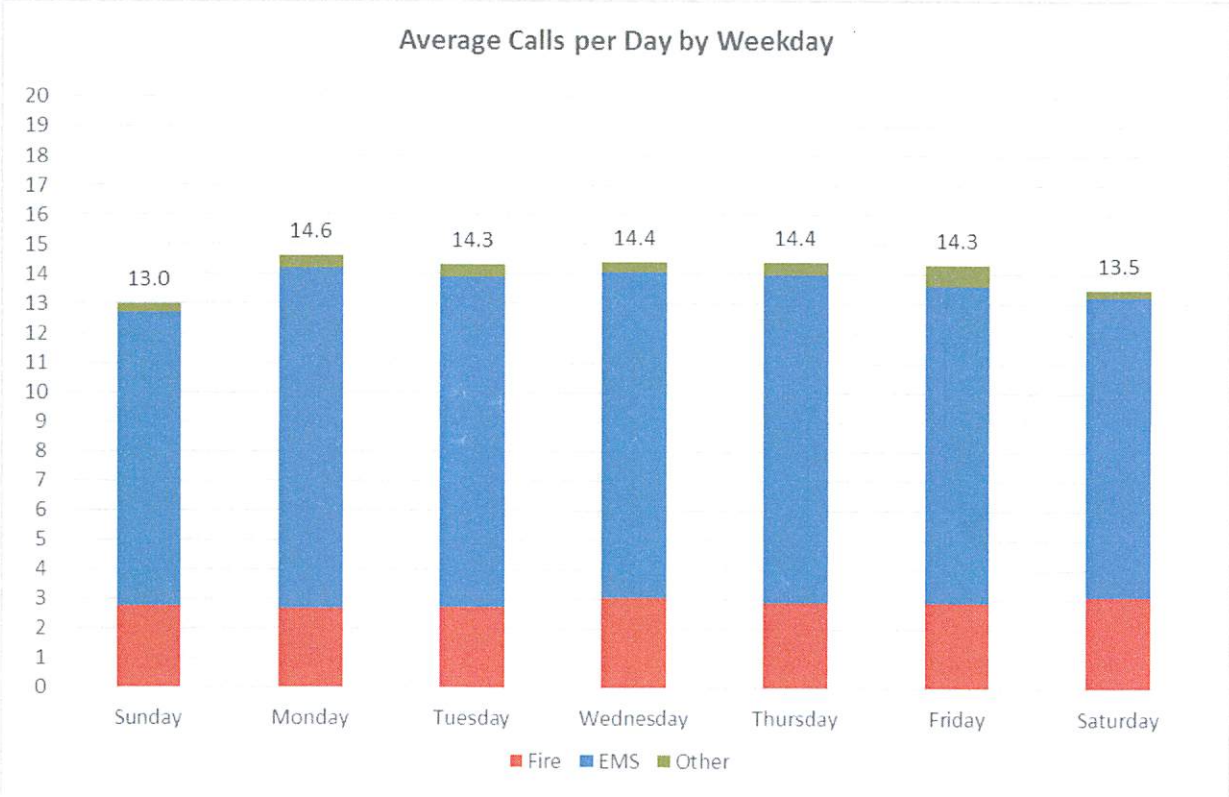
Overall, average requests per month ranged from a low of 12.6 per day in March to a high of 15.3 per day in June and July. The top three months with the most demands in the descending order are: July (15.3 per day), June (15.3 per day) and February (14.6 per day).

Figure 24: Overall: Average Calls per Day by Month



Similar analyses were conducted for requests by day of week. The data revealed that there is minor variability in the demand for services by day of week. Sunday was the lowest for the week at 13.0 calls per day. Monday has the highest frequency of requests for services at 14.6 calls per day.

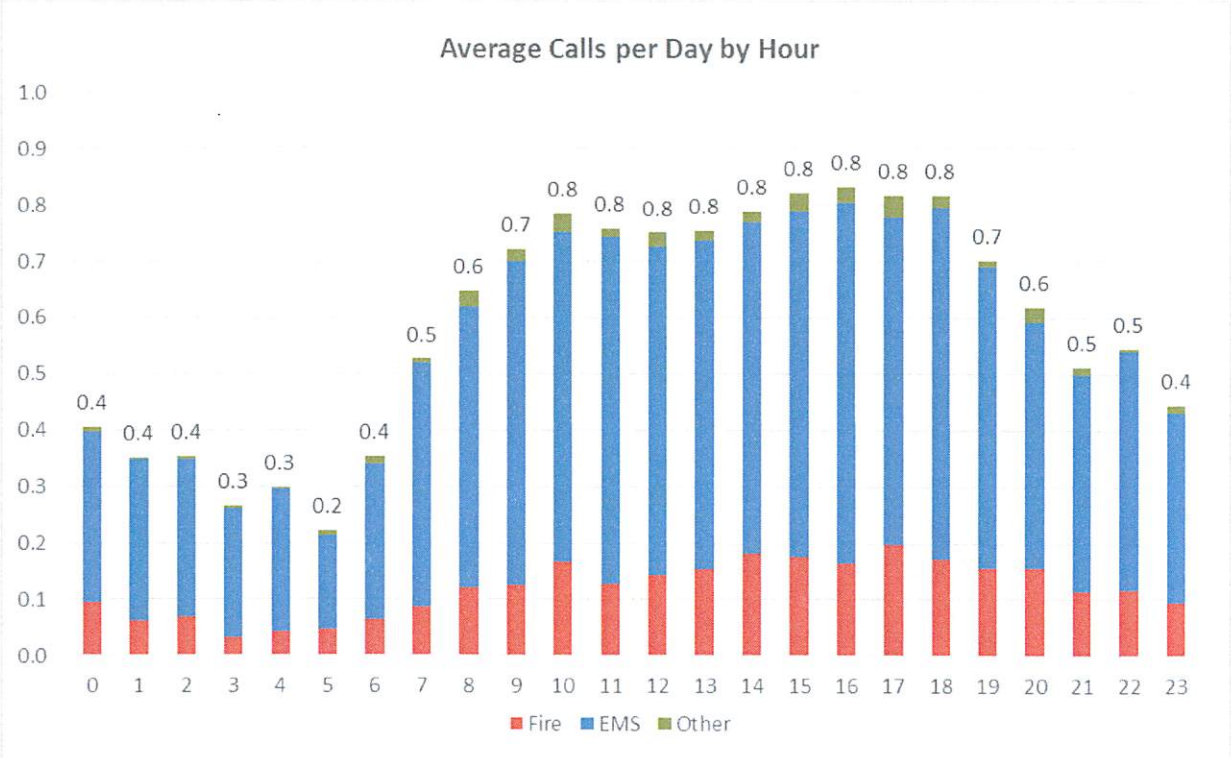
Figure 25: Overall: Average Calls per Day by Weekday



Overall demands were evaluated by the hour of the day. Considerable variability exists in the time of day that requests for emergency services are received. The hours that from midnight to 0600 are low demand hours of the day. While the middle of the day has the greatest frequency of calls, specifically the hours that begin at 1000 and 1800 averaging above 0.75 calls per day and per hour. The average number of calls per hour is 0.59 per day. The data illustrates that the busiest times of the day are between 1500 and 1800. The hour with the peak demand is at 1600.

To provide a more granular understanding of the community's demand for emergency services, this temporal analysis included the average number of calls per hour. In other words, when referring to the figure below, the busiest hour is at 1600 with 304 calls during that hour. The average number of calls per hour is a daily average for those 304 calls if they were equally distributed. Therefore, the busiest hour per day would be at 1600 with an average hourly call volume at 0.83 calls per day. The second busiest hour is at 1500 with 300 calls during the hour, and averaged 0.82 calls per hour.

Figure 26: Overall: Average Calls per Day by Hour



Overall, SFD's units made 10,408 unit responses, and the total busy hours were 3,509 hours. SFD has 5 stations. Station 1 was the busiest station, and their average number of unit responses per day was 9.7. Station 5 had the least unit responses, averaging 1.5 responses per day.

Table 4: Overall Workload by Unit

Station	Unit	Type	Avg. Busy Minutes per Response	Annual Busy Hours	Annual Total Responses	Busy Hours per Day	Unit Responses per Day
1	M1	Ambulance	19.8	629	1,909	1.7	5.2
	E1	Engine	18.0	491	1,639	1.3	4.5
	Station 1 Total		**18.9**	**1,120**	**3,548**	**3.1**	**9.7**
2	M2	Ambulance	20.8	438	1,264	1.2	3.5
	R2	Rescue Engine	21.2	370	1,048	1.0	2.9
	Station 2 Total		**21.0**	**807**	**2,312**	**2.2**	**6.3**
3	M3	Ambulance	19.6	490	1,500	1.3	4.1
	E3	Engine	18.4	430	1,399	1.2	3.8
	BC	Pickup	39.4	134	204	0.4	0.6
	AC	Assistant Chief	125.6	8	4	0.0	0.0
	DC	Deputy Chief	88.2	3	2	0.0	0.0

Station	Unit	Type	Avg. Busy Minutes per Response	Annual Busy Hours	Annual Total Responses	Busy Hours per Day	Unit Responses per Day
	Station 3 Total		**20.5**	**1,065**	**3,109**	**2.9**	**8.5**
4	L4	Ladder	20.8	307	883	0.8	2.4
	M6	Ambulance	17.0	2	7	0.0	0.0
	E6	Engine	0.4	0	1	0.0	0.0
	Station 4 Total		**20.8**	**309**	**891**	**0.8**	**2.4**
5	L5	Ladder	22.8	208	548	0.6	1.5
SFD Total			**20.2**	**3,509**	**10,408**	**9.6**	**28.5**

This analysis focused on lights and sirens responses and utilized the first arriving units of all distinct incidents excluding mutual aid incidents. The mean (average) dispatch time was 126 seconds. The mean (average) turnout time was 84 seconds, travel time was 168 seconds, and response time was 371 seconds (six minutes and 11 seconds). The average response time is the same as the sum of the average dispatch time and turnout and travel time.

However, a more conservative and reliable measure of performance is the fractile or percentile. This measure is more robust, or less influenced by outliers, than measures of central tendency such as the mean. Best practice is to measure at the 90th percentile. In other words, 90% of all performance is captured expecting that 10% of the time the department may experience abnormal conditions that would typically be considered an outlier. For example, if the department were to report an average response time of six minutes, then in a normally distributed set of data, half of the responses would be longer than six minutes and half of the responses would be less than six minutes. The 90th percentile communicates that 9 out of 10 times the department performance is predictable and thus more clearly articulated to policy makers and the community.

The performance for dispatch time at the 90th percentile was 204 seconds (three minutes and 24 seconds), turnout time at the 90th percentile was 134 seconds (2 minutes and 14 seconds), travel time was 284 seconds (four minutes and 44 seconds), and response time was 538 seconds (eight minutes and 58 seconds). Please note that the summation of 90th percentile dispatch time, 90th percentile turnout time and 90th percentile travel time is not the same as 90th percentile response time.

Table 5: Average Dispatch, Turnout and Travel Time of First Arriving Units by Program

Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	2.1	1.3	2.7	6.1	3,361
Fire	1.8	1.6	3.4	6.8	340
Hazmat	1.6	1.6	3.5	6.7	84
Total	**2.1**	**1.4**	**2.8**	**6.2**	**3,785**

Figure 27: Average Turnout and Travel Time by Call Category

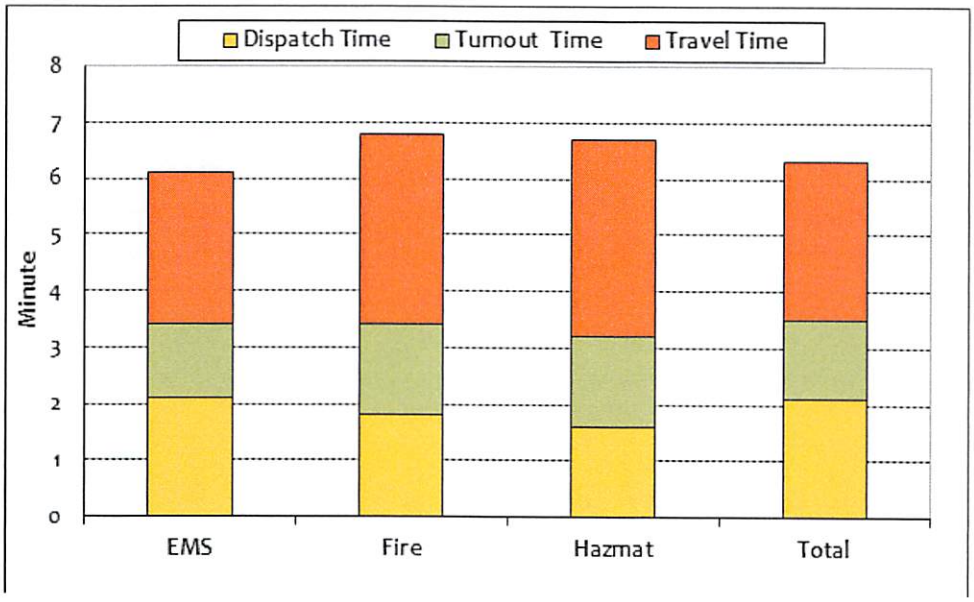


Table 6: 90th Percentile Turnout and Travel Time of First Arriving Units by Program

Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	3.5	2.2	4.6	8.9	3,361
Fire	2.9	2.4	5.7	9.7	340
Hazmat	2.7	2.3	6.2	9.8	84
Total	**3.4**	**2.2**	**4.7**	**9.0**	**3,785**

The distributions of turnout and travel time were also analyzed. A total of 27% of calls had turnout time of one minute or less, and 84% of calls had turnout time of two minutes or less. A total of 37% calls had travel time of two minutes or less, and 92% of calls had travel time of five minutes or less.

Figure 28: All Calls: Distribution of Turnout Time of First Arriving Unit

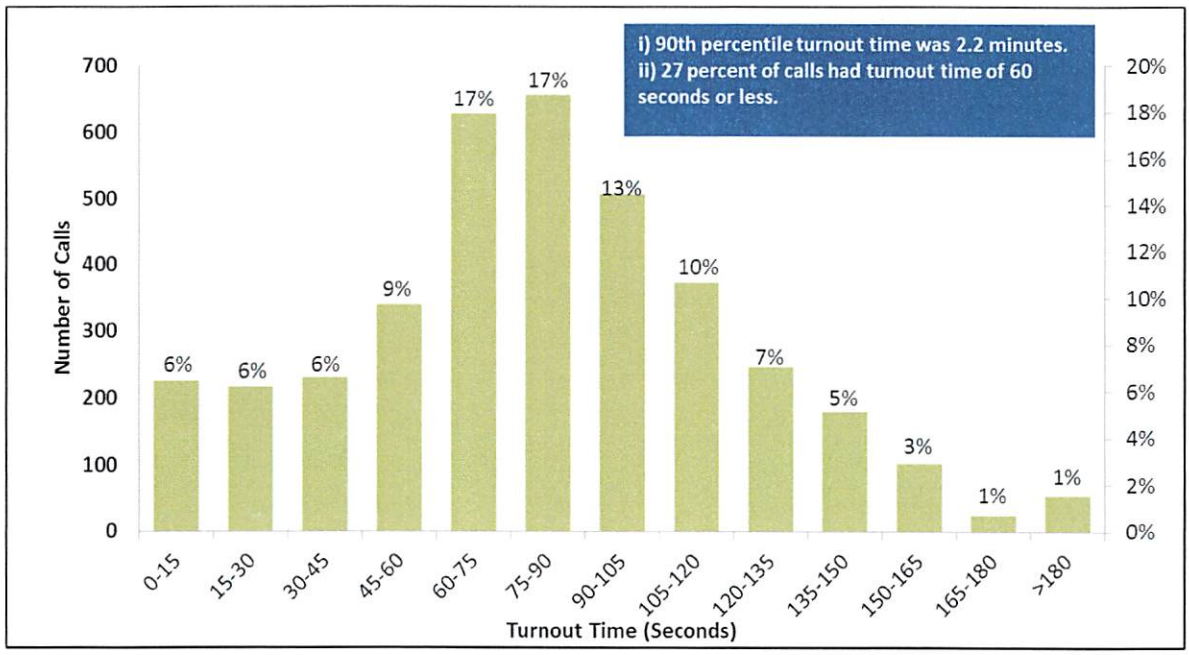
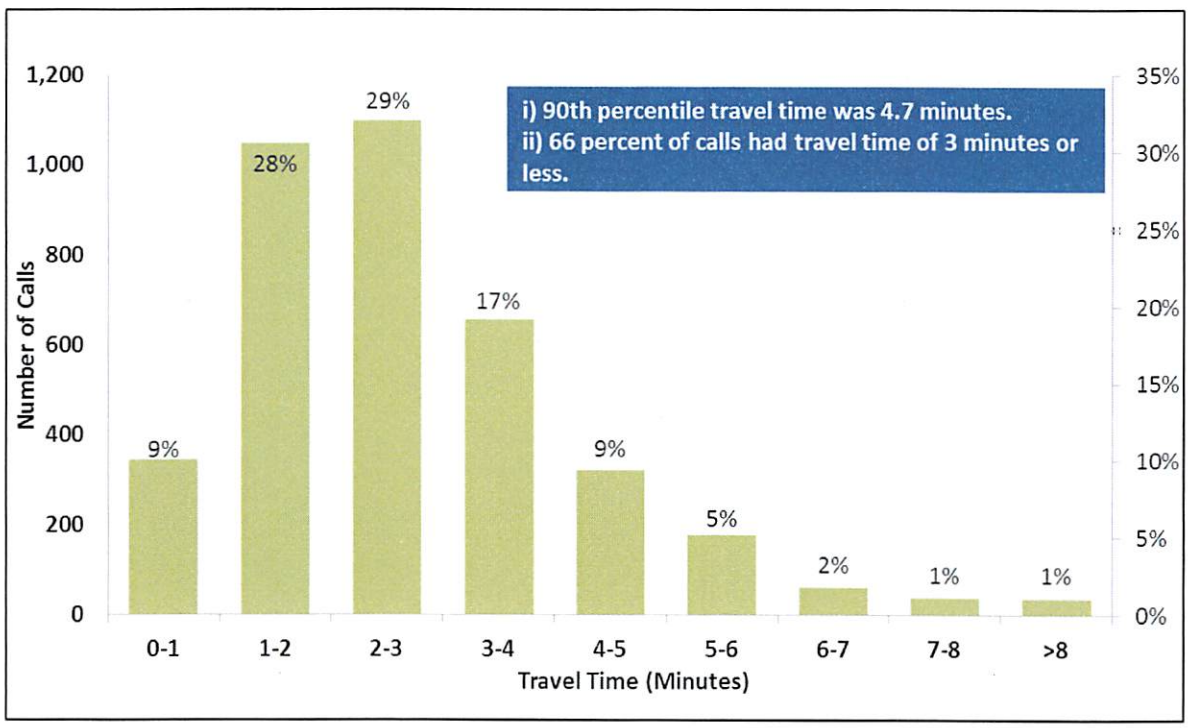


Figure 29: All Calls: Distribution of Travel Time of First Arriving Unit



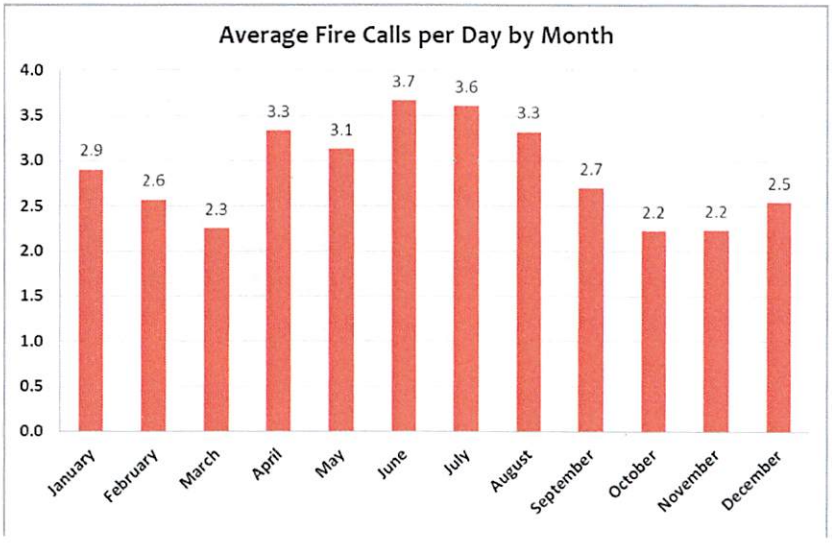
Fire Services

Temporal analyses were conducted to evaluate patterns in community demands for fire related services. These measures examined the frequency of requests for service in 2017 calendar year by month, day of week, and hour of day. Results found that there was variability by month. The three months with most fire calls in order were: June (3.7 per day), July (3.6 per day), and August (3.3 per day). The three months with least fire calls in order were: November (2.2 per day), October (2.2 per day), and March (2.3 per day). Results are presented below.

Table 7: Total Fire Related Calls per Month

Month	Number of Calls	Calls per Day	Call Percentage
January	90	2.9	8.6
February	72	2.6	6.9
March	70	2.3	6.7
April	100	3.3	9.5
May	97	3.1	9.2
June	110	3.7	10.5
July	112	3.6	10.7
August	103	3.3	9.8
September	81	2.7	7.7
October	69	2.2	6.6
November	67	2.2	6.4
December	79	2.5	7.5
Total	**1,050**	**2.9**	**100.0**

Figure 30: Average Fire Related Calls per Month

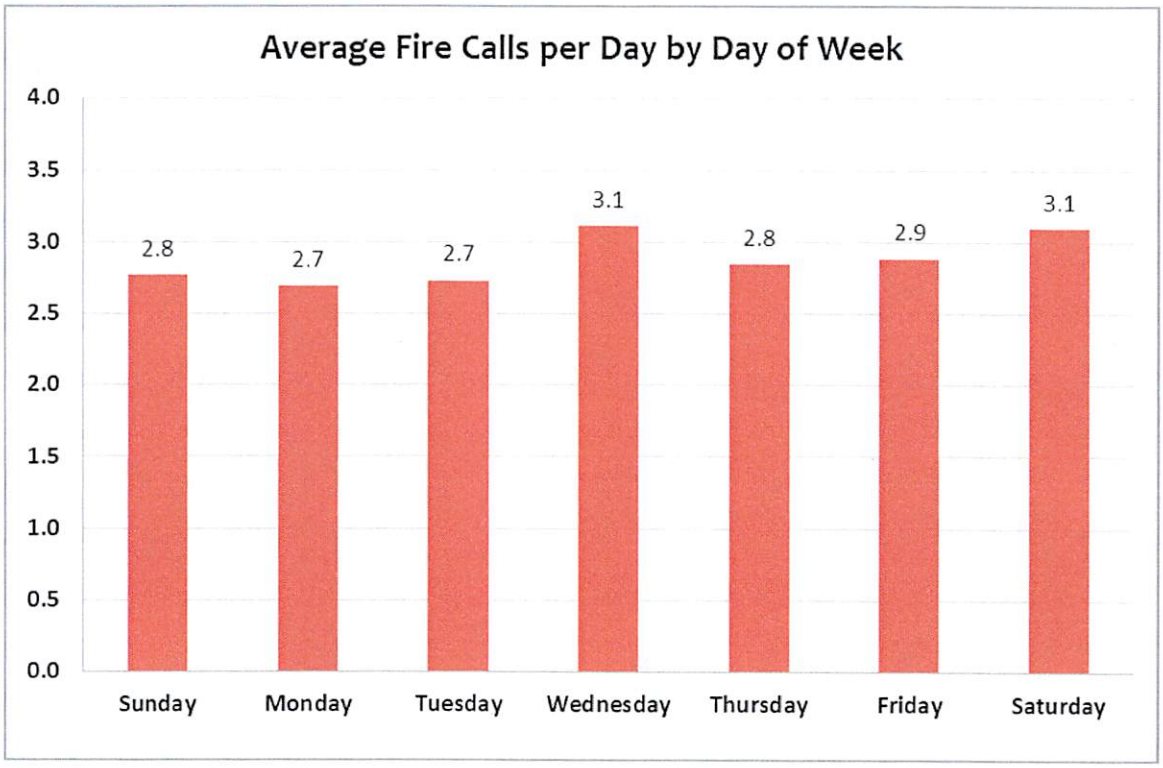


Similar analyses were conducted for fire related calls per day of week. The data revealed that there is minor variability in the demand for services by day of week. Monday was the lowest for the week, averaging 2.7 per day or 13.3 percent of the fire related calls for the week. Wednesday has the highest frequency of requests for fire related services averaging 3.1 calls per day and 15.4%. Results for this analysis are presented below.

Table 8: Total Fire Related Calls by Day of Week

Day of Week	Number of Calls	Calls per Day	Call Percentage
Sunday	144	2.8	13.7
Monday	140	2.7	13.3
Tuesday	142	2.7	13.5
Wednesday	162	3.1	15.4
Thursday	151	2.8	14.4
Friday	150	2.9	14.3
Saturday	161	3.1	15.3
Total	**1,050**	**2.9**	**100.0**

Figure 31: Average Fire Related Calls by Day of Week



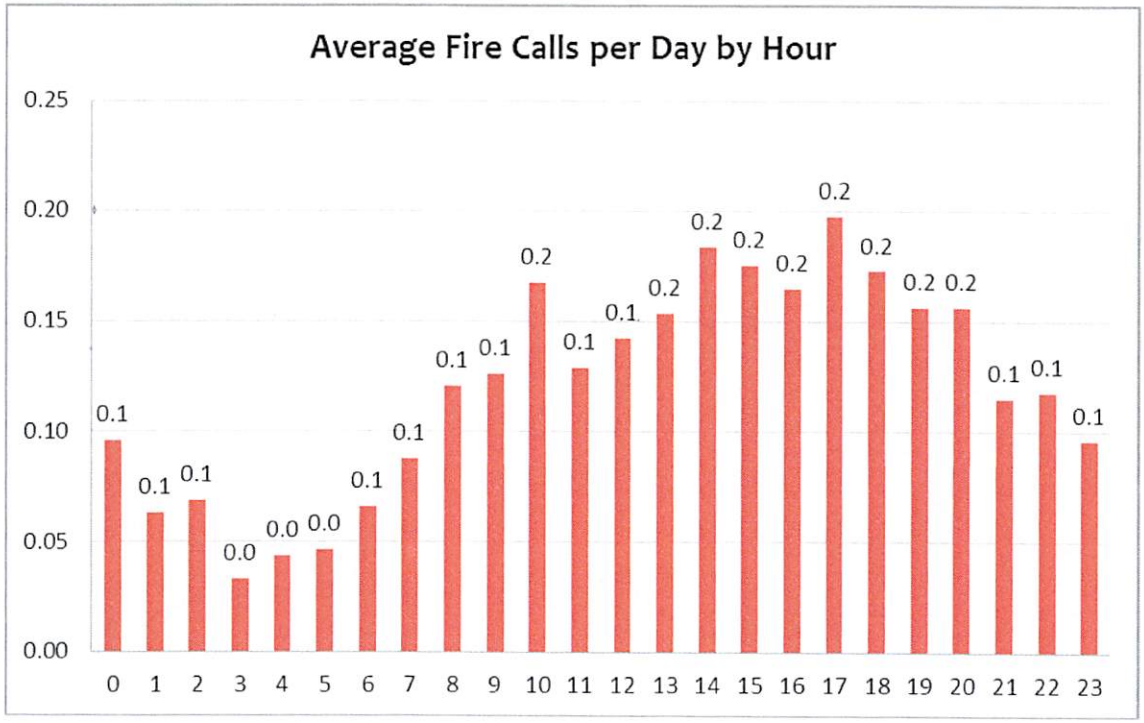
Fire related calls were evaluated by hour of the day. Considerable variability exists in the time of day that requests for fire related services are received. The hours that include midnight to

0700 have the lowest demands. While the middle of the day has the greatest frequency of calls, specifically from 1400 through 1800 are above 60 calls in a year. The average number of calls per hour in a year is 44. Finally, in an effort to provide a more granular understanding of the community's demand for fire related services, this temporal analysis included the average number of calls per hour. In other words, when referring to the Table below, the busiest hour is at 1700 with 72 calls during that hour in 2017. The average number of calls per hour is a daily average for those 72 calls if they were equally distributed. Therefore, the busiest hour per day would be at 1700 with an average hourly call volume of 0.20 calls per hour.

Table 9: Total and Average Fire Related Calls by Hour of Day

Hour of Day	Number of Calls	Calls per Day	Call Percentage
0	35	0.1	3.3
1	23	0.1	2.2
2	25	0.1	2.4
3	12	0.0	1.1
4	16	0.0	1.5
5	17	0.0	1.6
6	24	0.1	2.3
7	32	0.1	3.0
8	44	0.1	4.2
9	46	0.1	4.4
10	61	0.2	5.8
11	47	0.1	4.5
12	52	0.1	5.0
13	56	0.2	5.3
14	67	0.2	6.4
15	64	0.2	6.1
16	60	0.2	5.7
17	72	0.2	6.9
18	63	0.2	6.0
19	57	0.2	5.4
20	57	0.2	5.4
21	42	0.1	4.0
22	43	0.1	4.1
23	35	0.1	3.3
Total	**1,050**	**2.88**	**100.0**

Figure 32: Average Fire Related Calls per Day by Hour of Day



SFD made a total of 2,118 responses to fire related calls. The total time on task was 850 hours, and the average time on task was 24.1 minutes. Of the 5 stations, station 3 had the most responses to fire calls. Stations 4 and 5 had the least responses to fire calls.

Table 10: Workload by Unit for Fire Calls

Station	Unit	Type	Avg. Busy Minutes per Response	Annual Busy Hours	Annual Total Responses	Busy Hours per Day	Unit Responses per Day
1	M1	Ambulance	22.1	86	233	0.2	0.6
	E1	Engine	20.0	139	416	0.4	1.1
	Station 1 Total		**20.7**	**224**	**649**	**0.6**	**1.8**
2	M2	Ambulance	23.4	50	127	0.1	0.3
	R2	Rescue Engine	25.3	103	245	0.3	0.7
	Station 2 Total		**24.6**	**153**	**372**	**0.4**	**1.0**
3	M3	Ambulance	21.8	69	190	0.2	0.5
	E3	Engine	20.9	119	341	0.3	0.9
	BC	Pickup	41.0	99	145	0.3	0.4
	AC	Assistant Chief	115.1	6	3	0.0	0.0
	DC	Deputy Chief	158.3	3	1	0.0	0.0
	Station 3 Total		**26.1**	**295**	**680**	**0.8**	**1.9**

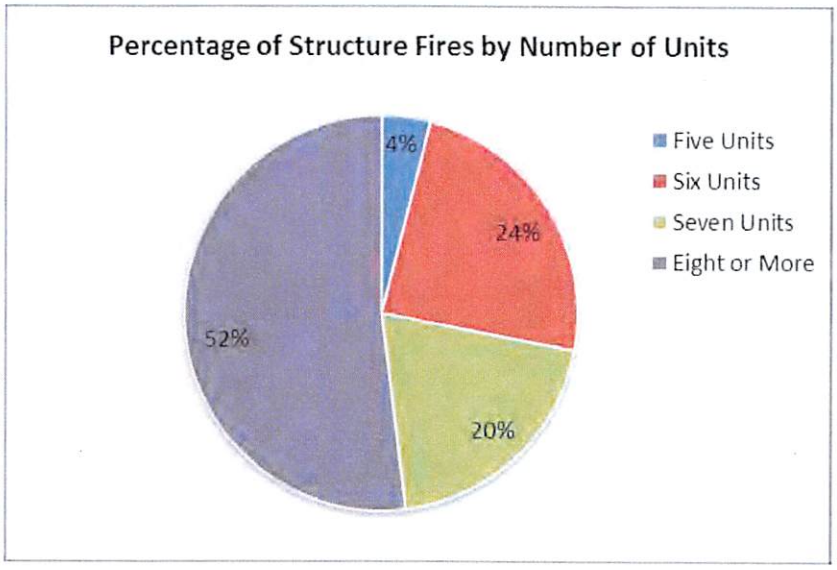
4	L4	Ladder	24.6	109	267	0.3	0.7
	M6	Ambulance	19.4	0	1	0.0	0.0
	Station 4 Total		**24.6**	**110**	**268**	**0.3**	**0.7**
5	L5	Ladder	27.2	68	149	0.2	0.4
SFD Total			**24.1**	**850**	**2,118**	**2.3**	**5.8**

We analyzed number of responding SFD units by call type. Overall, 56% of fire calls were responded by one unit driven by public service calls, and 10% were responded to by two units. However, all structure fire calls were responded to by five or more units. A total of 32% of the outside fires were responded to by one unit. A total of 78% fire other calls were responded to by one unit.

Table 11: Number of Responding Units by Fire Call Type

Call Category	Number of SFD Units					
	1	2	3	4	5 or more	Total
Structure fire	0	0	0	0	25	25
Outside fire	20	17	10	12	4	63
Alarm	70	9	193	59	11	342
Public service	429	57	18	11	2	517
Rescue	0	4	5	1	3	13
Fire other	70	18	2	0	0	90
Total	**589**	**105**	**228**	**83**	**45**	**1,050**
Percentage	**56.1%**	**10.0%**	**21.7%**	**7.9%**	**4.3%**	**100.0%**

Figure 33: Percentage of Structure Fire Calls by Number of Responding Units



Emergency Medical Services

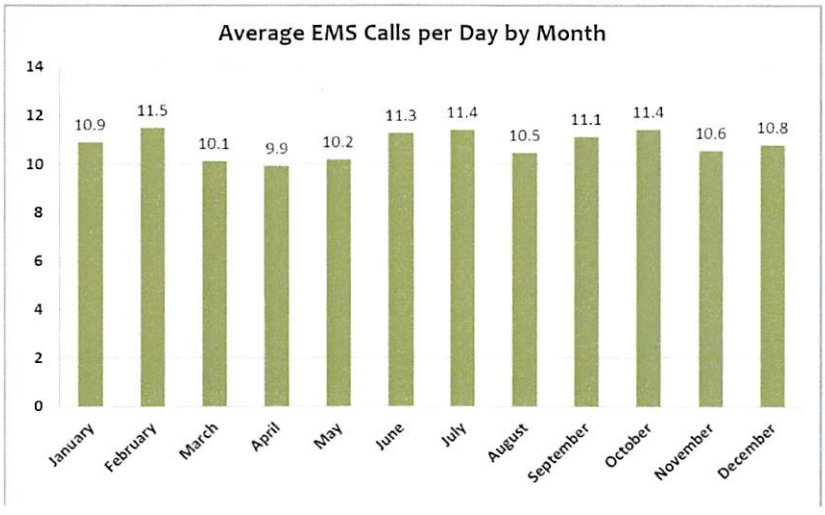
SFD provides emergency Medical Services (EMS) and transport services. Requests for EMS are categorized as granular call categories using the final CAD call description.

Temporal analyses were completed to describe the community's demands for emergency medical services. These analyses were completed by month of year, day of week, and hour of day. There is variability between months of the year with October (11.4 EMS requests per day) receiving the most requests for service and April (9.9 EMS requests per day) the least. September received 12% more requests than April.

Table 12: Annual Total and Average per Day of EMS Calls by Month of Year

Month	Number of Calls	Calls per Day	Call Percentage
January	338	10.9	8.6
February	322	11.5	8.2
March	314	10.1	8.0
April	298	9.9	7.6
May	316	10.2	8.0
June	338	11.3	8.6
July	353	11.4	9.0
August	324	10.5	8.2
September	334	11.1	8.5
October	354	11.4	9.0
November	317	10.6	8.0
December	335	10.8	8.5
Total	**3,943**	**10.8**	**100.0**

Figure 34: Average EMS Calls per Day by Month of Year

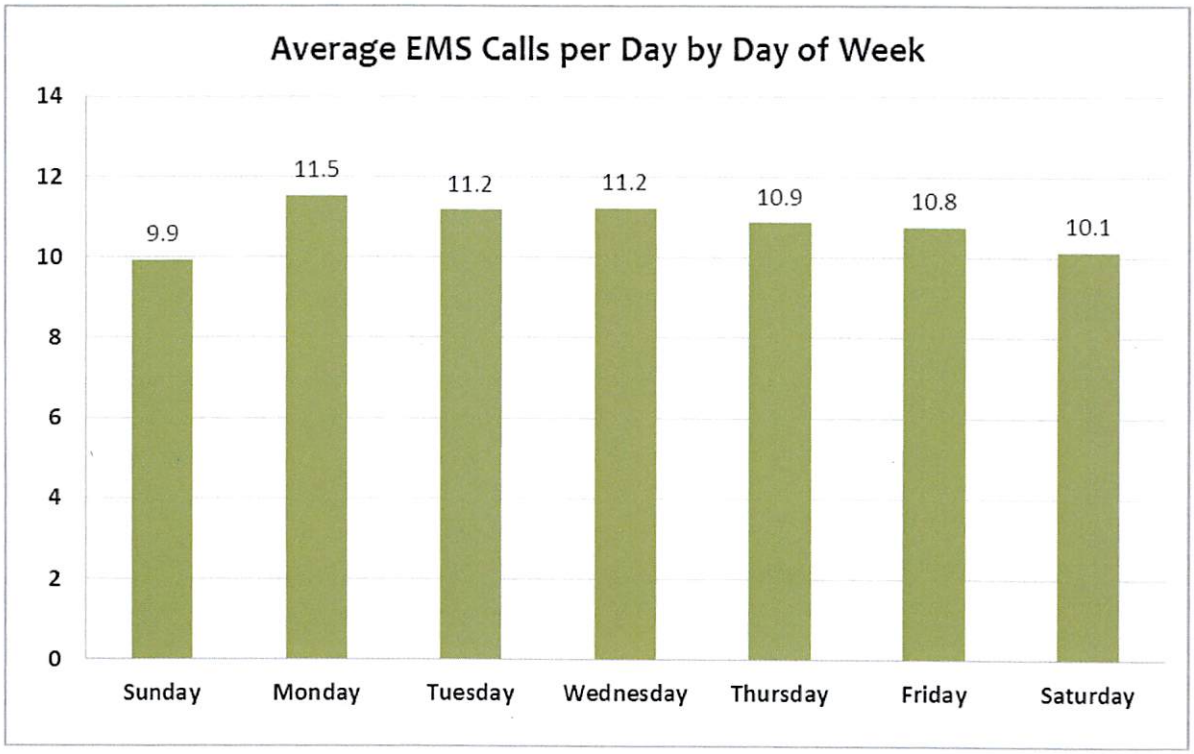


Similar analyses were conducted examining the frequency of requests for service by the day of the week. Once again, there is only minor variability in the demand for services by the day of the week. Monday receives the most requests for service and Sunday the least. Results are provided below. Monday received 16% more requests than Sunday.

Table 13: Annual Total and Average per Day of EMS Calls by Day of Week

Day of Week	Number of Calls	Calls per Day	Call Percentage
Sunday	517	9.9	13.1
Monday	599	11.5	15.2
Tuesday	581	11.2	14.7
Wednesday	584	11.2	14.8
Thursday	576	10.9	14.6
Friday	559	10.8	14.2
Saturday	527	10.1	13.4
Total	**3,943**	**10.8**	**100.0**

Figure 35: Average EMS Calls per Day by Day of Week

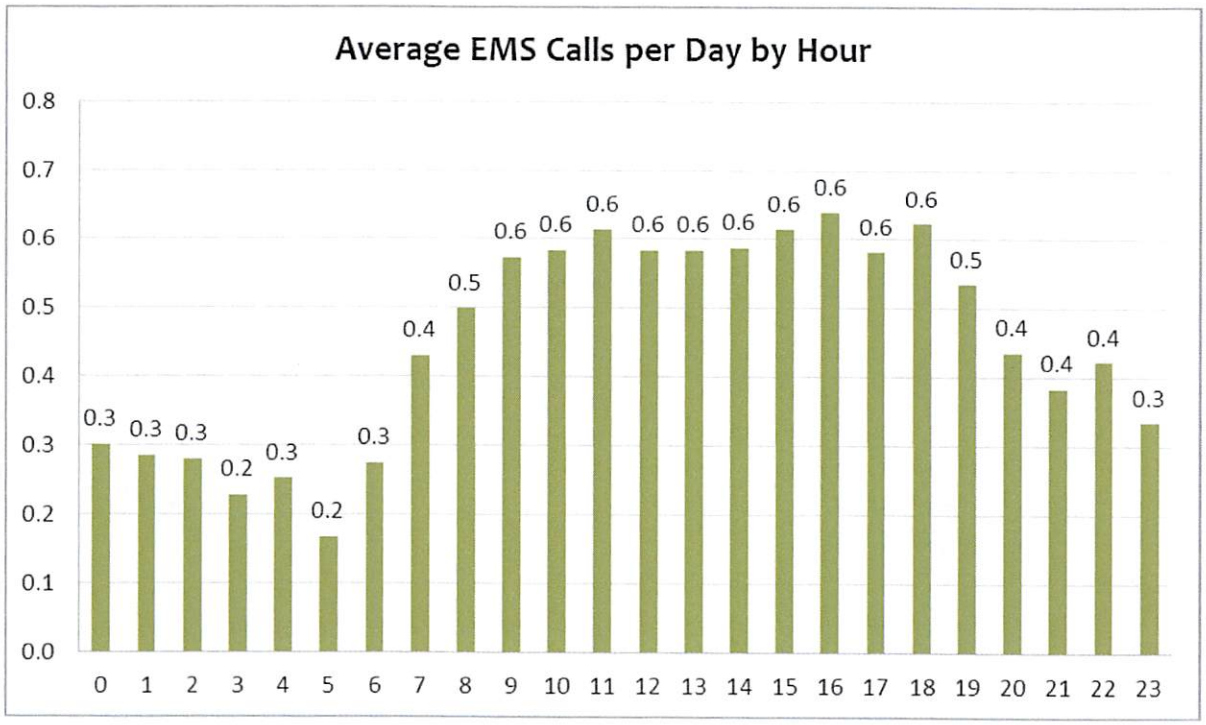


Finally, the analyses for EMS services are concluded by identifying the EMS calls by hour of day and the average hourly rate of EMS calls per hour. The demand curve for requests for EMS service follows an expected pattern experienced in similar communities across the nation. The higher frequency of service calls begins from 0900 to 1800 and each hour had more than 200 calls. The demand peaked at 1600 with 233 calls in a year. The average hourly rate of service requests is 4.2 for any hour during the day with the peak occurring at 1600 at 5.9 calls on average during the hour, and a low at 0500 of 1.5 calls on average during that hour. Results are provided below.

Table 14: Annual Total and Average per Day of EMS Calls by Hour of Day

Hour of Day	Number of Calls	Calls per Day	Call Percentage
0	110	0.30	2.8
1	104	0.28	2.6
2	102	0.28	2.6
3	83	0.23	2.1
4	92	0.25	2.3
5	61	0.17	1.5
6	100	0.27	2.5
7	157	0.43	4.0
8	182	0.50	4.6
9	209	0.57	5.3
10	213	0.58	5.4
11	224	0.61	5.7
12	213	0.58	5.4
13	213	0.58	5.4
14	214	0.59	5.4
15	224	0.61	5.7
16	233	0.64	5.9
17	212	0.58	5.4
18	227	0.62	5.8
19	195	0.53	4.9
20	159	0.44	4.0
21	140	0.38	3.6
22	154	0.42	3.9
23	122	0.33	3.1
Total	**3,943**	**10.80**	**100.0**

Figure 36: Average EMS Calls per Day by Hour of Day



For these analyses, EMS incidents are an aggregated category of the various granular EMS requests categorized based upon CAD call description. EMS requests accounted for 76.7% of the total requests and averaged 10.8 requests per day. Illness and other was the most frequent community demand (averaging 6.2 requests per day), followed by fall and injury (averaging 1.5 requests per day). Cardiac and stroke requests totaled 349, averaging 1.0 requests per day.

SFD sends two or more units to 95 percent of the EMS requests. On average, 2.0 SFD units were dispatched per EMS call. SFD units made a total of 7,871 responses to EMS calls. The total time on task was 2,451 hours, and the average time on task was 18.7 minutes. Station 1 and 3 had most EMS responses, and station 5 had the least.

Table 15: Workload by Unit for EMS Calls

Station	Unit	Type	Avg. Busy Minutes per Response	Annual Busy Hours	Annual Total Responses	Busy Hours per Day	Unit Responses per Day
1	M1	Ambulance	19.1	519	1,630	1.4	4.5
	E1	Engine	16.3	314	1,158	0.9	3.2
	Station 1 Total		**17.9**	**833**	**2,788**	**2.3**	**7.6**
2	M2	Ambulance	20.4	373	1,096	1.0	3.0
	R2	Rescue Engine	19.5	246	757	0.7	2.1
	Station 2 Total		**20.0**	**618**	**1,853**	**1.7**	**5.1**

3	M3	Ambulance	18.9	401	1,270	1.1	3.5
	E3	Engine	17.1	284	996	0.8	2.7
	BC	Pickup	24.2	8	19	0.0	0.1
	DC	Deputy Chief	18.1	0	1	0.0	0.0
	Station 3 Total		**18.2**	**693**	**2,286**	**1.9**	**6.3**
4	L4	Ladder	18.5	176	570	0.5	1.6
	M6	Ambulance	15.4	1	5	0.0	0.0
	E6	Engine	0.4	0	1	0.0	0.0
	Station 4 Total		**18.5**	**177**	**576**	**0.5**	**1.6**
5	L5	Ladder	21.2	130	368	0.4	1.0
SFD Total			**18.7**	**2,451**	**7,871**	**6.7**	**21.6**

Transport

We analyzed outcomes for the requests for EMS services. The number of EMS transports totaled 3,022, averaging 8.3 transports per day. Approximately 77% of EMS calls have patients being transported to the hospital. Cardiac and stroke calls had the highest transport rate at 91%, followed by seizure and unconsciousness at 90%, and breathing difficulty calls at 87%.

We analyzed variation of total EMS requests and transport requests by the hour of the day and the average hourly rate of requests. The variation of total EMS requests and EMS transport reports followed a similar pattern. The busiest period for EMS and EMS transport requests was between 0900 and 1800. The average number of transports per hour was 0.45 and the transport demand peaked at 1600. Requests by hour of the day are represented below.

Table 16: EMS Transports by Call Category

	Non-Transport		Transport		
Call Category	**Duration (minute)**	**Number of Calls**	**Duration (minute)**	**Number of Calls**	**Transport Rate**
Cardiac and stroke	26.6	32	21.6	317	90.8%
Seizure and unconsciousness	16.9	5	20.0	45	90.0%
Breathing difficulty	22.2	66	21.3	448	87.2%
Overdose and psychiatric	17.5	21	21.2	58	73.4%
Accident	28.7	69	31.9	97	58.4%
Fall and injury	18.9	159	21.7	373	70.1%
Illness and other	19.9	569	20.8	1,684	74.7%
EMS Total	**20.7**	**921**	**21.4**	**3,022**	**76.6%**

Figure 37: Average EMS Calls and EMS Transports per Day by Hour of Day

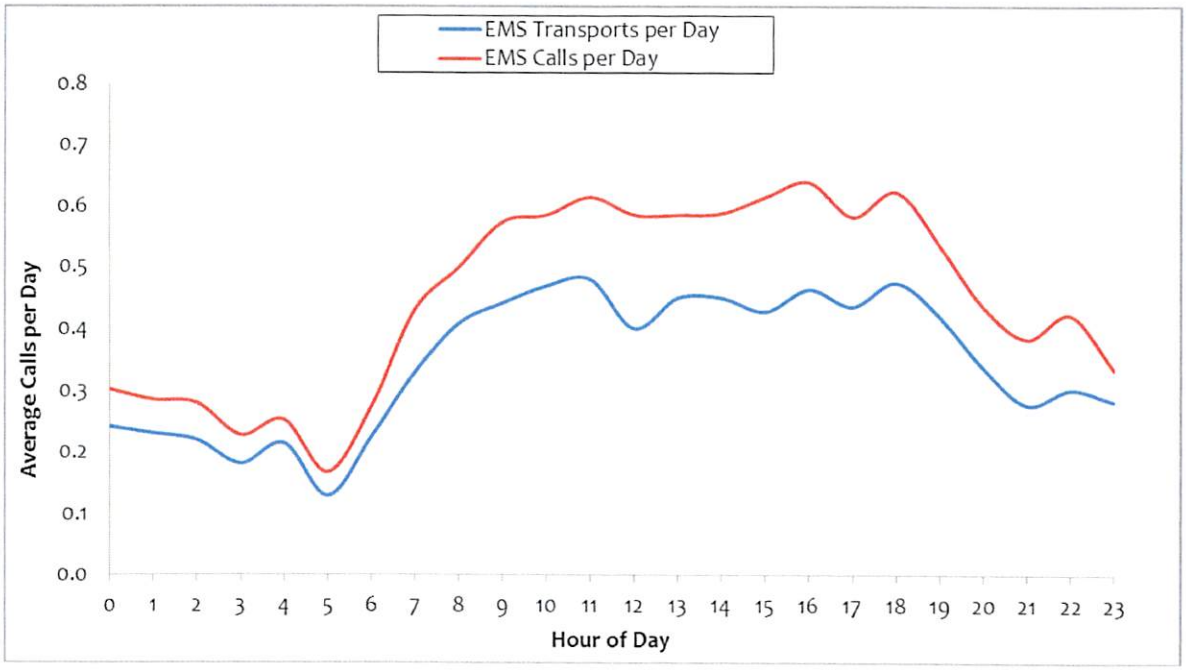


Table 17: Total EMS Calls and EMS Transports and Average per Day by Hour of Day

Hour	Number of EMS Transports	Number of EMS Calls	EMS Transports per Day	EMS Calls per Day	Transport Rate
0	88	110	0.24	0.30	80.0
1	84	104	0.23	0.28	80.8
2	80	102	0.22	0.28	78.4
3	66	83	0.18	0.23	79.5
4	78	92	0.21	0.25	84.8
5	47	61	0.13	0.17	77.0
6	82	100	0.22	0.27	82.0
7	120	157	0.33	0.43	76.4
8	149	182	0.41	0.50	81.9
9	161	209	0.44	0.57	77.0
10	171	213	0.47	0.58	80.3
11	175	224	0.48	0.61	78.1
12	146	213	0.40	0.58	68.5
13	164	213	0.45	0.58	77.0
14	164	214	0.45	0.59	76.6
15	156	224	0.43	0.61	69.6
16	169	233	0.46	0.64	72.5
17	159	212	0.44	0.58	75.0
18	173	227	0.47	0.62	76.2
19	153	195	0.42	0.53	78.5
20	123	159	0.34	0.44	77.4
21	101	140	0.28	0.38	72.1
22	110	154	0.30	0.42	71.4
23	103	122	0.28	0.33	84.4

SECTION 4: GIS Analysis

Review of System Performance

The first step in determining the current state of the system's deployment model is to establish baseline measures of performance. This analysis is crucial to the ability to discuss alternatives to the status quo and in identifying opportunities for improvement. This portion of the analysis will focus efforts on elements of response time and the cascade of events that lead to timely response with the appropriate apparatus and personnel to mitigate the event. Response time goals should be looked at in terms of total reflex time, or total response time, which includes the dispatch or call processing time, turnout time, and travel time, respectively.

Cascade of Events

The cascade of events is the sum of the individual elements of time beginning with a state of normalcy and continuing until normalcy is once again returned through the mitigation of the event. The elements of time that are important to the ultimate outcome of a structure fire or critical medical emergency begin with the initiation of the event. For example, the first on-set of chest pain begins the biological and scientific time clock for heart damage irrespective of when 911 is notified. Similarly, a fire may begin and burn undetected for a period of time before the fire department is notified. The emergency response system does not have control over the time interval for recognition or the choice to request assistance.

Therefore, SFD utilize quantifiable "hard" data points to measure and manage system performance. These elements include alarm processing (with updated CAD), turnout time, travel time, and the time spent on-scene. An example of the cascade of events and the elements of performance utilized by SFD is provided as Figure 16 below.[12]

Detection

Is the element of time between the time an event occurs and someone detects it and the emergency response system has been notified. This is typically accomplished by calling the 911 Primary Safety Answering Point (PSAP).

Call Processing

This is the element of time measured between when 911 answers the 911 call, processes the information, and subsequently dispatches SFD.

Turnout Time

This is the element of time that is measured between the time the fire department is dispatched or alerted of the emergency incident and the time when the fire apparatus or ambulance is enroute to the call.

---

[12] Olathe Fire Department. (2012). Adapted from Community Risk and Emergency Services Analysis: Standard of Cover. Olathe, Kansas: Author.

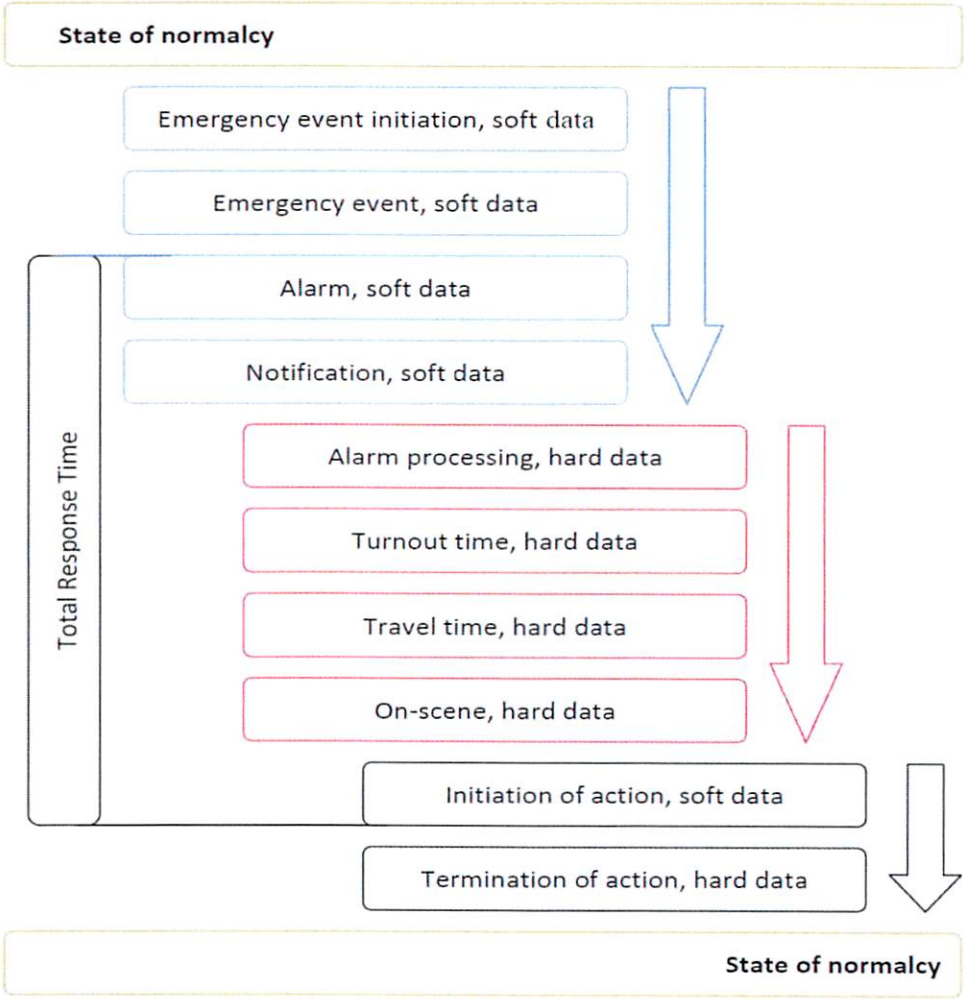
Travel Time

The travel time is the element of time between when the unit went enroute, or began to travel to the incident, and their arrival on-scene.

Total Response Time

The total response time, or total reflex time, is the total time required to arrive on-scene beginning with 911 answering the phone request for service and the time that the units arrive on-scene.

Figure 38: Cascade of Events



Comparison of Workloads by Demand Zone

Another method of assessing the effectiveness of the distribution model is to analyze the demand for services across the distribution model. Workload is assessed at the station demand zone level and at the individual unit level.

Analyses illustrate that Station 1 the top demand zone, and answer 30.7% of the total responses for services. Station 5 had the least demand, and answered 9.1% of the total departmental workload. Results are presented below.

Figure 39: Department Workload by Station Demand Zone

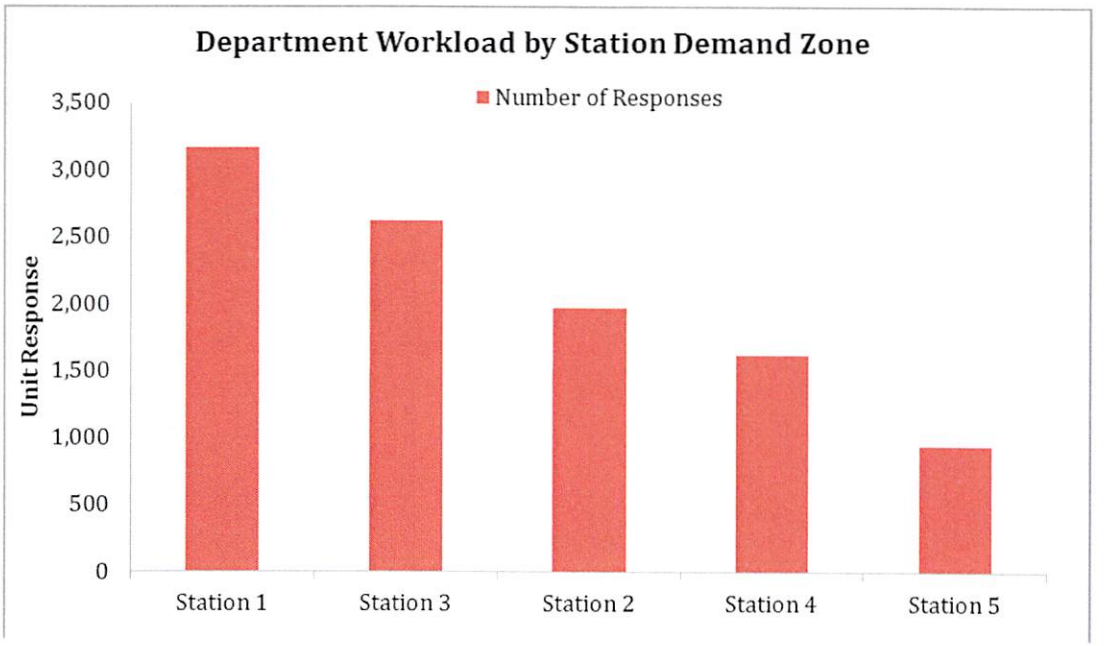


Table 18: Department Workload by Station Demand Zone

First Due Station	Number of Responses	Responses per Day	Percent of Department Workload	Cumulative Percent of Department Workload
Station 1	3,165	8.7	30.7	30.7
Station 3	2,624	7.2	25.4	56.1
Station 2	1,969	5.4	19.1	75.2
Station 4	1,624	4.4	15.7	90.9
Station 5	940	2.6	9.1	100.0

Another measure, time on task, is necessary to evaluate best practices in efficient system delivery and consider the impact workload has on personnel. Unit Hour Utilization (UHU) determinants were developed by mathematical model. This model includes both the proportion of calls handled in each major service area (Fire, EMS, and Hazmat) and total unit time on task for these service categories in 2017. The resulting UHU's represent the percentage of the work period (24 hours) that is utilized responding to requests for service. Historically, the International Association of Fire Fighters (IAFF) has recommended that 24-hour units utilize

0.30, or 30% workload as an upper threshold..[13] In other words this recommendation would have personnel spend no more than 7.2 hours per day on emergency incidents. These thresholds take into consideration the necessity to accomplish non-emergency activities such as training, health and wellness, public education, and fire inspections. The 4th edition of the IAFF EMS Guidebook no longer specifically identifies an upper threshold. However, *FITCH* recommends that an upper unit utilization threshold of approximately .30, 0r 30%, would be considered best practice. In other words, units and personnel should not exceed 30%, or 7.2 hours, of their workday responding to calls. These recommendations are also validated in the literature. For example, in their review of the City of Rolling Meadows, the Illinois Fire Chiefs Association utilized a UHU threshold of .30 as an indication to add additional resources..[14] Similarly, in a standards of cover study facilitated by the Center for Public Safety Excellence, the Castle Rock Fire and Rescue Department utilizes a UHU of .30 as the upper limit in their standards of cover due to the necessity to accomplish other non-emergency activities..[15]

These thresholds take into consideration the necessity to accomplish non-emergency activities such as training, health and wellness, public education, and fire inspections.

Of all SFD stations, stations 1-3 were staffed with two 24/7 units and stations 4 and 5 were staffed with one 24/7 units. We provided UHU for eight 24/7 staffed units. All eight units had UHU less than 10%. M1 was utilized the most and L5 was utilized the least.

---

[13] International Association of Firefighters. (1995). Emergency *Medical Services: A Guidebook for Fire-Based Systems.* Washington, DC: Author. (p. 11)

[14] Illinois Fire Chiefs Association. (2012). An *Assessment of Deployment and Station Location: Rolling Meadows Fire Department.* Rolling Meadows, Illinois: Author. (pp. 54-55)

[15] Castle Rock Fire and Rescue Department. (2011). Community *Risk Analysis and Standards of Cover.* Castle Rock, Colorado: Author. (p. 58)

Figure 40: Unit Hour Utilization

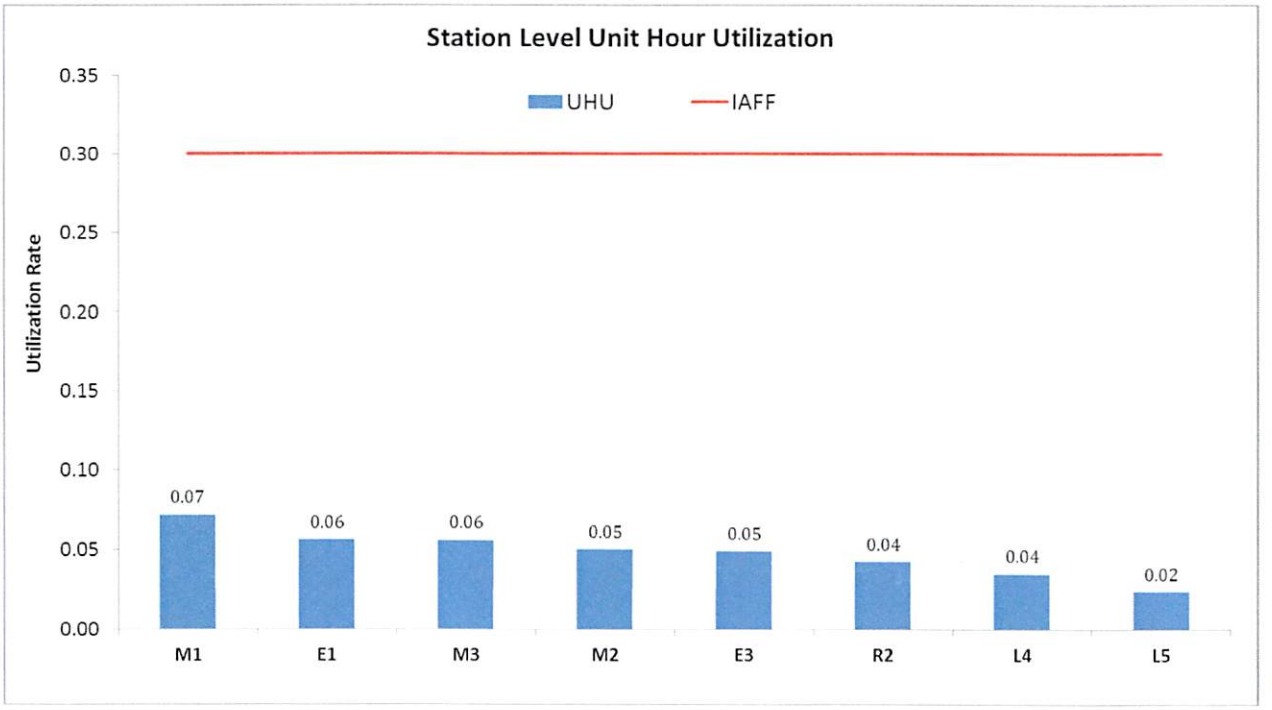


Table 19: Unit Hour Utilization

Station	Unit	Unit Type	Busy Hours	UHU	IAFF
1	M1	Ambulance	629	0.07	0.30
1	E1	Engine	491	0.06	0.30
3	M3	Ambulance	490	0.06	0.30
2	M2	Ambulance	438	0.05	0.30
3	E3	Engine	430	0.05	0.30
2	R2	Rescue Engine	370	0.04	0.30
4	L4	Ladder	307	0.04	0.30
5	L5	Ladder	208	0.02	0.30

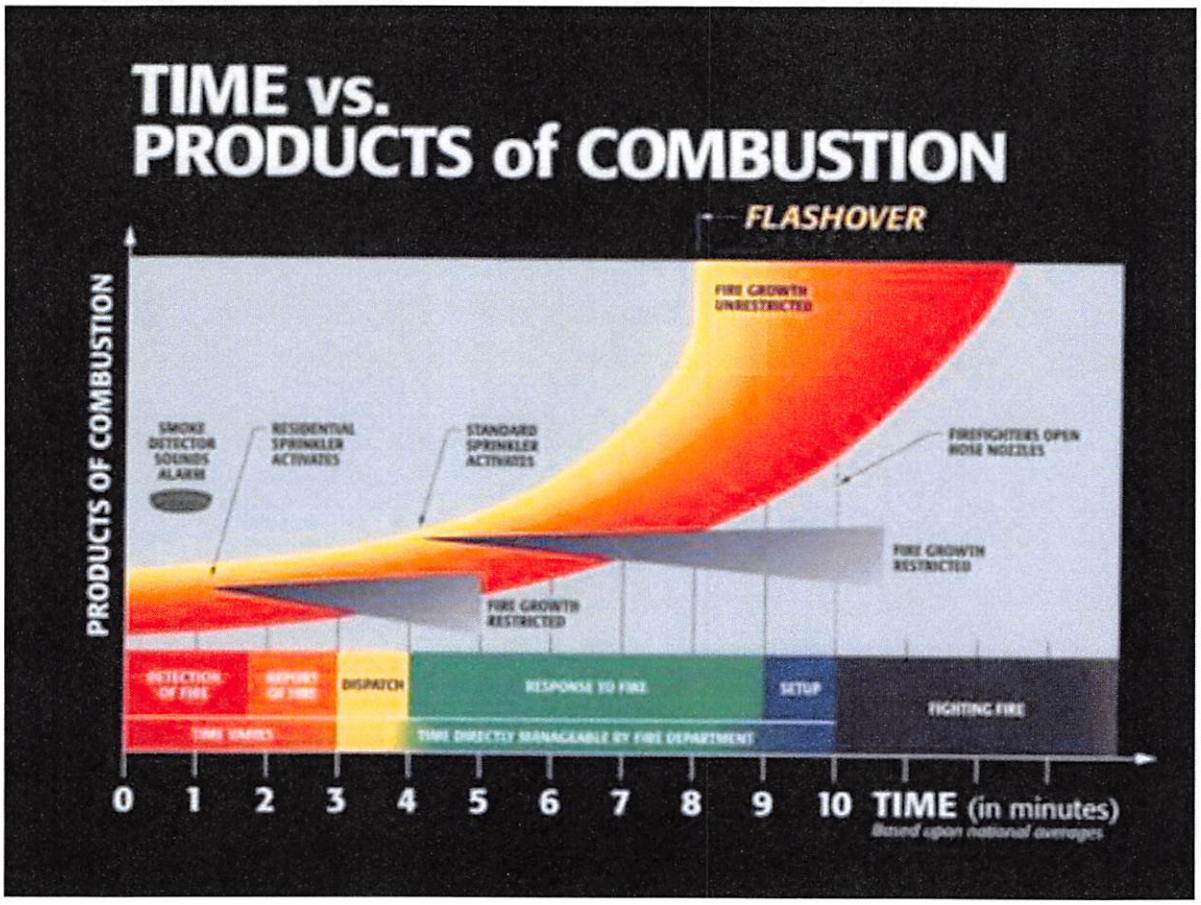
Response Time Continuum

Fire

The number one priority with structural fire incidents is to save lives followed by the minimization of property damage. A direct relationship exists between the timeliness of the response and the survivability of unprotected occupants and property damage. The most identifiable point of fire behavior is Flashover.

Flashover is the point in fire growth where the contents of an entire area, including the smoke, reach their ignition temperature, resulting in a rapid-fire growth rendering the area un-survivable by civilians and untenable for firefighters. Best practices would result in the fire department arriving and attacking the fire prior to the point of flashover. A representation of the traditional time temperature curve and the cascade of events are provided as Figure 19 below.[16]

Figure 41: Example of Traditional Time Temperature Curve

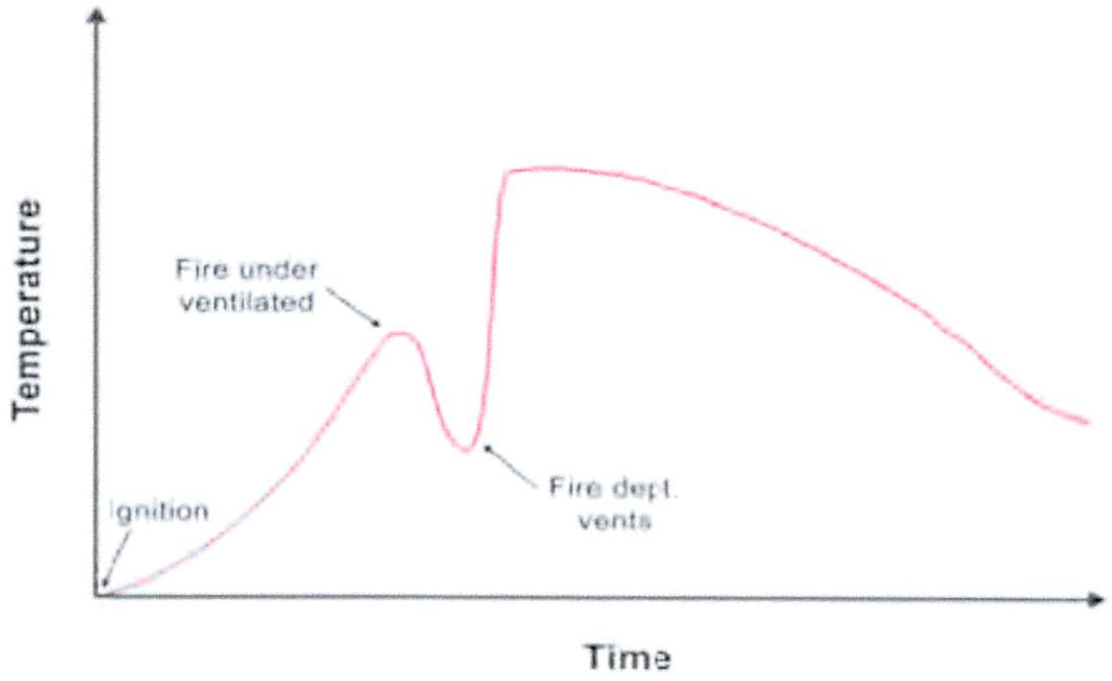


Recent studies by Underwriter's Laboratories (UL) have found that in compartment fires such as structure fires, flashover occurs within 4 minutes in modern fire environment. In addition, the UL research has identified an updated time temperature curve due to fires being ventilation controlled rather than fuel controlled as represented in the traditional time temperature curve. While this ventilation controlled environment continues to provide a high risk to unprotected occupants to smoke and high heat, it does provide some advantage to property conservation efforts as water may be applied to the fire prior to ventilation and the subsequent flashover.

[16] Example of Traditional Time Temperature Curve. Retrieved at http://www.usfa.fema.gov/downloads/pdf/coffee-break/time-vs-products-of-combustion.pdf

An example of UL's ventilation controlled time temperature curve is provided as Figure 20 below.[17]

Figure 42: Ventilation Controlled Time Temperature Curve



EMS

The effective response to Emergency Medical Service (EMS) incidents also has a direct correlation to the ability to respond within a specified period of time. However, unlike structure fires, responding to EMS incidents introduces considerable variability in the level of clinical acuity. From this perspective, the association of response time and clinical outcome varies depending on the severity of the injury or the illness. Research has demonstrated that the overwhelming majority of requests for EMS services are not time sensitive between 5 minutes and 11 minutes for emergency and 13 minutes for non-emergency responses.[18] The 12-minute upper threshold is only the upper limit of the available research and is not a clinically significant time measure, as patients were not found to have a significantly different clinical outcome when the 12-minute threshold was exceeded.[19]

---

[17] UL/NIST Ventilation Controlled Time Temperature Curve. Retrieved from http://www.nist.gov/fire/fire_behavior.cfm

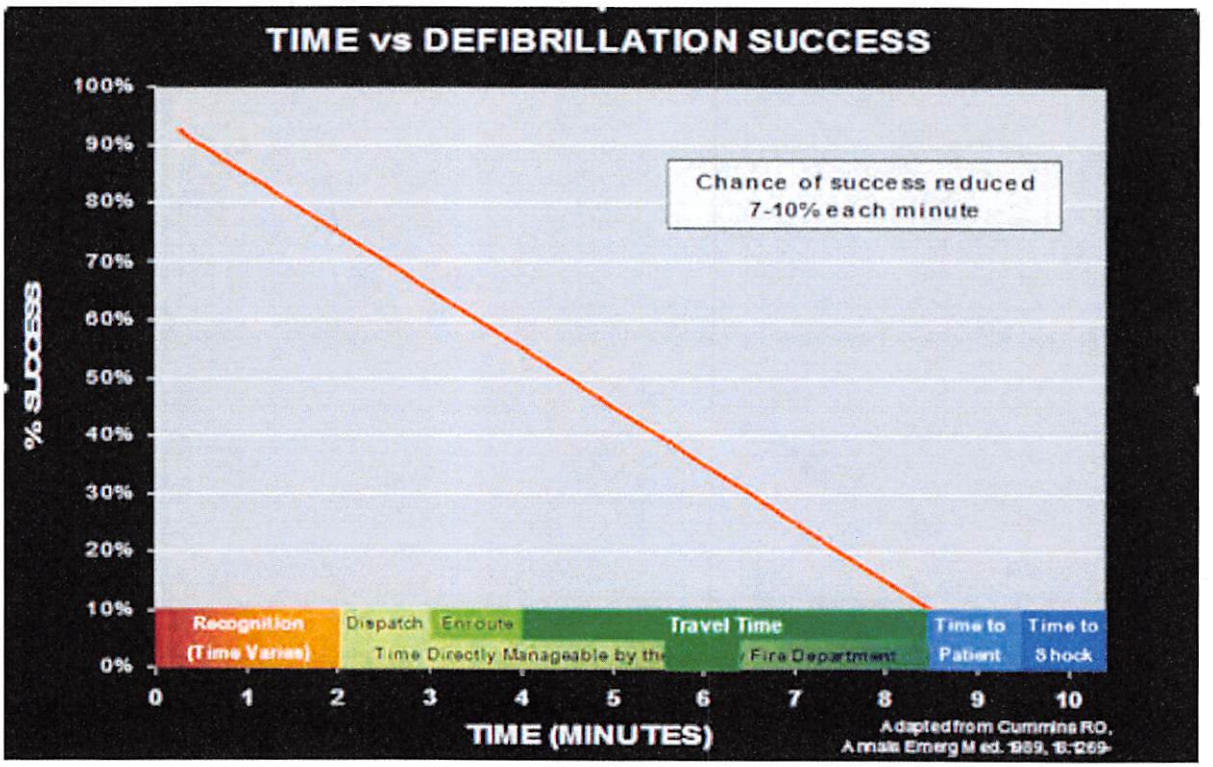
[18] Blackwell, T.H., & Kaufman, J.S. (April 2002). Response time effectiveness: Comparison of response time and survival in an urban emergency medical services system. *Academic Emergency Medicine,* 9(4): 289-295.

[19] Blackwell, T.H., et al. (Oct-Dec 2009). Lack of association between prehospital response times and patient

Out of hospital sudden cardiac arrest is the most identifiable and measured incident type for EMS. In an effort to demonstrate the relationship between response time and clinical outcome, a representation of the cascade of events and the time to defibrillation (shock) is presented as Figure 21 below. The American Heart Association (AHA) has determined that brain damage will begin to occur between four and six minutes and become irreversible after 10 minutes without intervention.

Modern sudden cardiac arrest protocols recognize that high quality Cardio-Pulmonary Resuscitation (CPR) at the Basic Life Support (BLS) level is a quality intervention until defibrillation can be delivered in shockable rhythms. Figure 21[20] below is representative of a sudden cardiac arrest that is presenting in a shockable heart rhythm such as Ventricular Fibrillation or Ventricular Tachycardia.

Figure 43: Cascade of Events for Sudden Cardiac Arrest with Shockable Rhythm



outcomes. *Prehospital Emergency Care,* 13(4): 444-450.

[20] Olathe Fire Department. (2012). Adapted from Community Risk and Emergency Services Analysis: Standard of Cover. Olathe, Kansas: Author.

Description of First Arriving Unit Performance

Analyses of the response characteristics of the first arriving units were conducted. The travel time for all first arriving unit responses were calculated irrespective of their assigned station FDZ. In other words, this analysis describes the first arriving unit to the scene. The "response time" is defined as from call entry through unit arriving on scene. Please note, Table 20 is the only place we analyzed response time performance for non-emergency calls.

Dispatch time and travel time are longer for non-emergency calls than emergency calls (lights and sirens). Thus, the average response time for non-emergency calls was 1.9 minutes longer. For emergency calls, the average response time was 6.2 minutes, and 90th percentile response time was 9.0 minutes.

Table 20: Description of First Arriving Unit Emergency Response Performance

Measure	Lights and Sirens Average	Lights and Sirens 90th Percentile	No Lights and Sirens Average	No Lights and Sirens 90th Percentile
Dispatch Time	2.1	3.4	3.1	6.7
Turnout Time	1.4	2.2	1.7	3.0
Travel Time	2.8	4.7	3.3	5.9
Turnout and Travel	4.2	6.3	5.0	8.0
Response Time	6.2	9.0	8.1	13.7

First Arriving Unit Response Time by Station Demand Zone

Further analyses were conducted to measure the performance of the first arriving unit in each demand zone. Response times are reported below at both the mean and 90th percentile respectively.

Examination of the overall performance at the 90th percentile reveals that Station 1 and 3 had the quickest response times followed by Stations 2, 4 and 5 in order of performance. Station 4 and 5 also had the lowest demand. An illustrative comparison of FDZ performance at the 90th percentile is provided below.

Table 21: Mean First Arrival Performance by First Due Station

First Due Station	Dispatch Time	Turnout Time	Travel Time	Turnout and Travel	Response Time	Sample Size
Station 1	2.3	1.3	2.2	3.5	5.8	1,175
Station 2	1.9	1.3	3.0	4.3	6.3	738
Station 3	1.9	1.5	2.4	3.8	5.8	953
Station 4	1.9	1.4	3.4	4.9	6.8	563
Station 5	2.1	1.4	4.1	5.5	7.6	356
Total	**2.1**	**1.4**	**2.8**	**4.1**	**6.2**	**3,785**

Table 22: 90th Percentile First Arrival Performance by Station FDZ

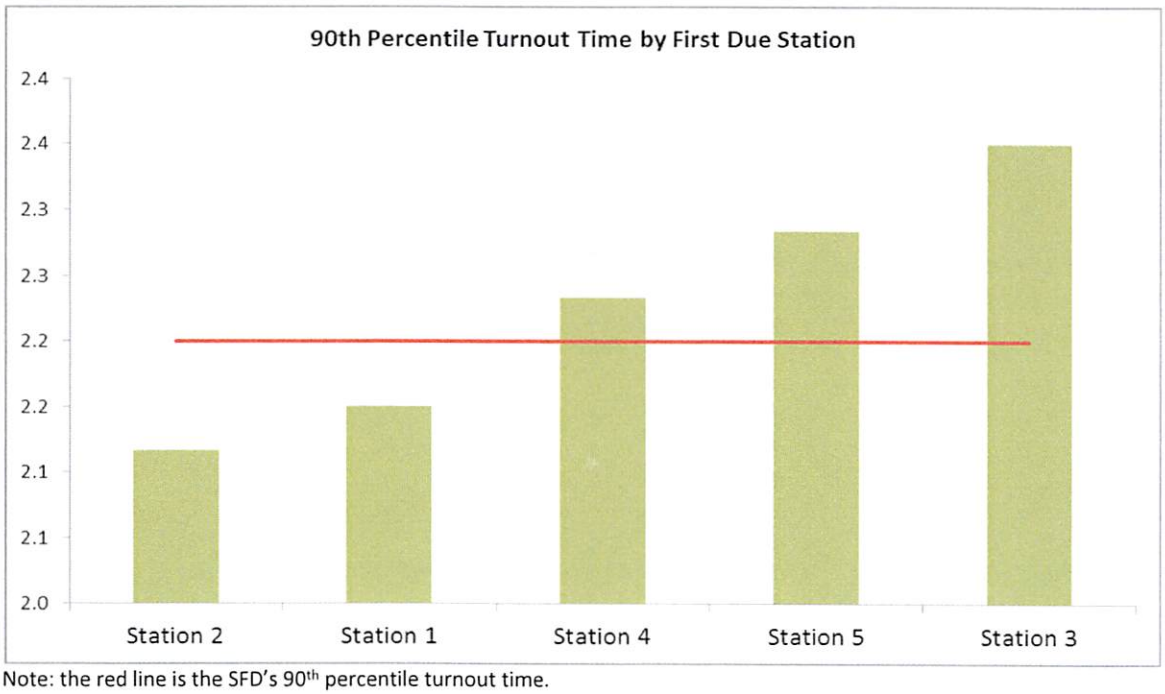
First Due Station	Dispatch Time	Turnout Time	Travel Time	Turnout and Travel	Response Time	Sample Size
Station 1	3.8	2.2	3.7	5.2	8.4	1,175
Station 2	3.2	2.1	4.8	6.3	8.9	738
Station 3	3.3	2.4	3.9	5.6	8.3	953
Station 4	3.1	2.2	5.6	7.2	9.5	563
Station 5	3.5	2.3	5.8	7.6	10.2	356
Total	**3.4**	**2.2**	**4.7**	**6.3**	**9.0**	**3,785**

The data were further analyzed to compare the individual station FDZ performances. With respect to turnout time, Station 2 had the shortest 90th percentile turnout time and station 3 had the longest turnout time. However the difference between the slowest and fastest is only 0.3 minutes or 18 seconds.

Conversely, when examining the travel time performance, performances for calls in station 1 had the shortest 90th percentile travel time. Calls in stations 4 and 5 had significantly longer 90th percentile travel time than calls in other first due stations. Similarly, since travel time is the single largest indicator of overall response performance, stations 1 and 3 had the shortest

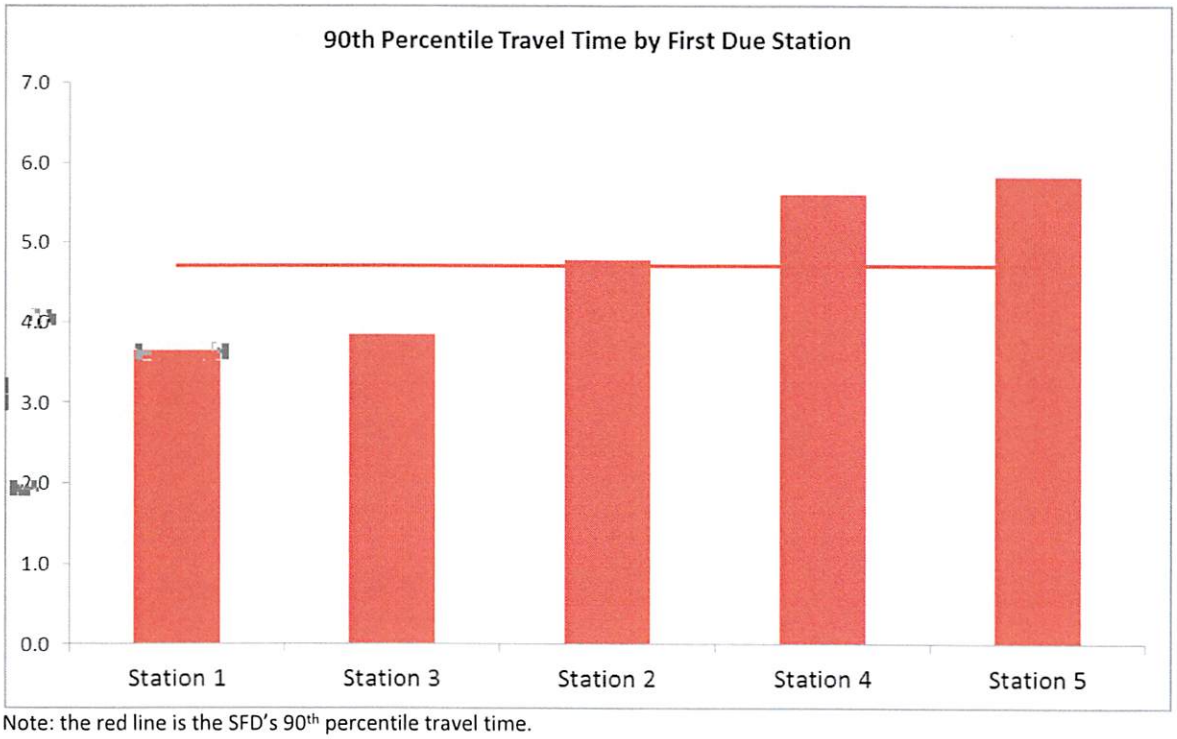
90th percentile response time, and stations 4 and 5 had the longest 90th percentile response time.

Figure 44: 90th Percentile Turnout Time by Station FDZ



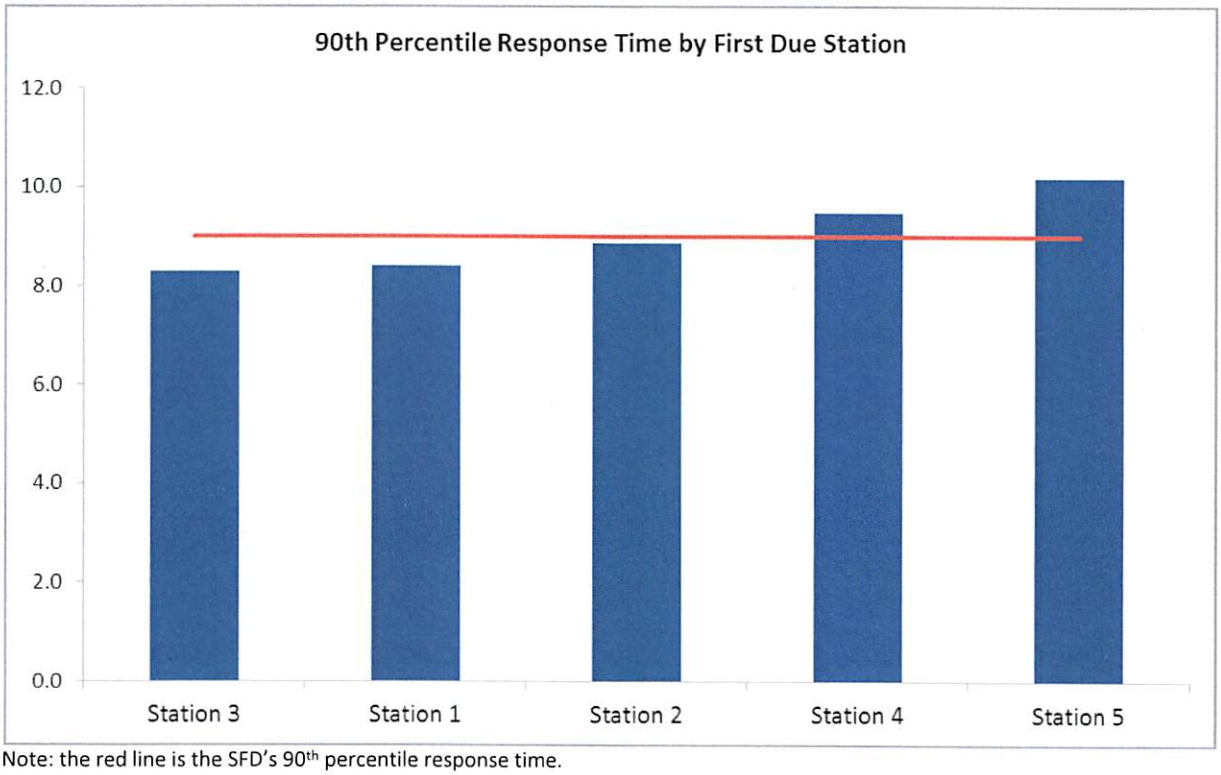
Note: the red line is the SFD's 90th percentile turnout time.

Figure 45: 90th Percentile Travel Time Performance by Station FDZ



Note: the red line is the SFD's 90th percentile travel time.

Figure 46: 90th Percentile Response Time Performance by Station FDZ



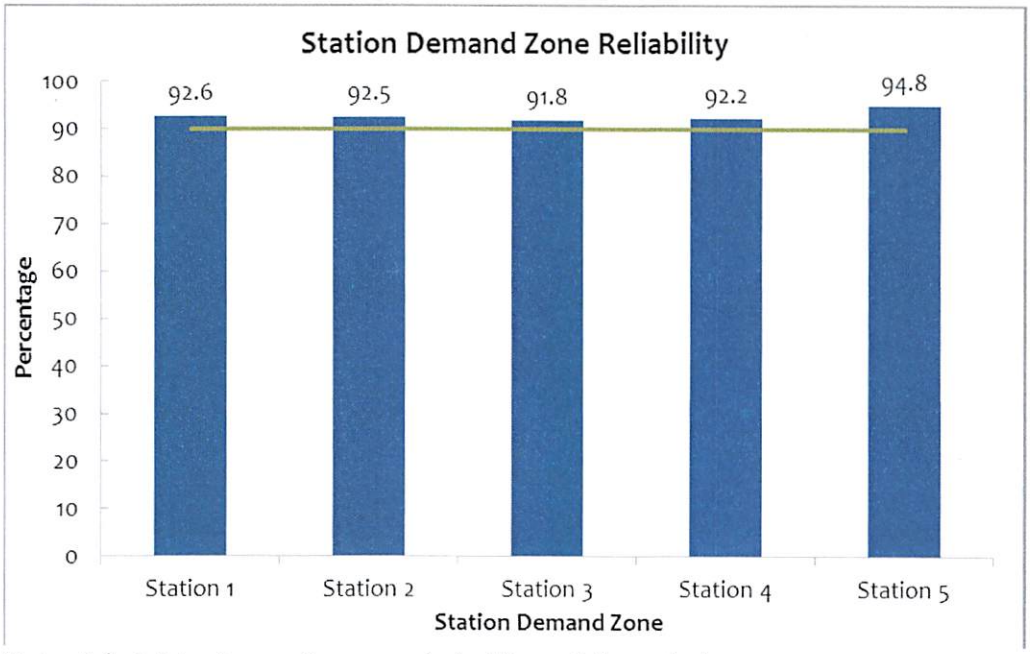
Note: the red line is the SFD's 90th percentile response time.

Reliability Factors

Percentage of First Due Compliance

The reliability of the distribution model is a factor of how often the response model is available and able to respond to the call within the assigned demand zone. If at least one unit from the first due station is able to respond to a call, we consider the station is able to response to the call within the assigned demand zone. Utilizing the Fire Station Demand Zones (FDZ), analyses reveal that all five stations have reliability higher than 90%.

Figure 47: Percentage Reliability by Station FDZ



Note: Administrative units are excluded from this analysis.

Overlapped or Simultaneous Call Analysis

Overlapped calls are defined as the rate at which another call was received for the same first due station while there were one or more ongoing calls in the same first due station. For example, if there is one call in station 1's zone, before the call was cleared another request in station 1's zone occurred and those two calls would be captured as overlapped calls. Some studies also refer as simultaneous calls. Understanding the probability of overlapped or simultaneous calls occurs will help to determine the number of units to staff for each station. In general, the larger the call volume a first due station has, it is more likely to have overlapped or simultaneous calls. The distribution of the demand throughout the day will impact the chance of having overlapped or simultaneous calls. The duration of a call will also have major influences, since the longer time it takes to clear a request, the more likely to have an overlapped request.

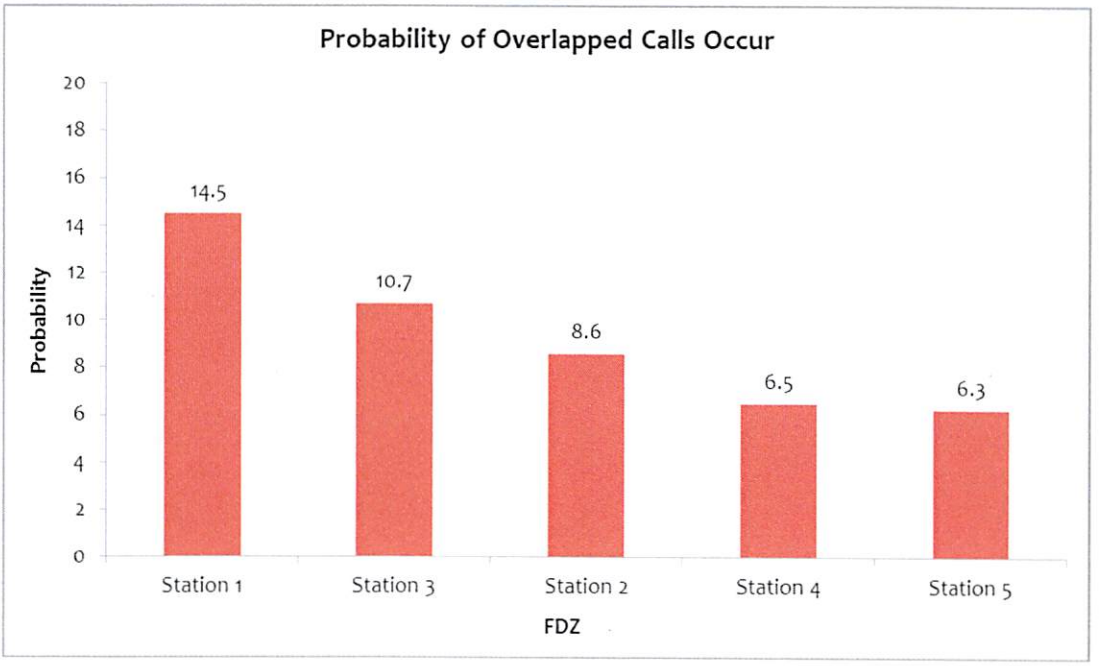
Since three of five stations have two units staffed 24/7, structurally the station level staffing model is able to respond to two overlapped calls assuming each call is dispatched with one unit. Stations 4 and 5 and had only one unit staffed 24/7, and will need responses from neighbor stations for concurrent or overlapped calls.

Station 1 has the highest probability of having overlapped calls at 14.5% since it has the highest number of calls of all demand zones averaging 4.2 calls a day, followed by station 3 at 10.7%, station 2 at 8.6%, station 4 at 6.5%, and station 5 at 6.3%. It is important in these stations the staffing model needs to reflect the capability to respond to overlapped EMS requests.

Table 23: Overlapped Calls by First Due Station

First Due Station	Overlapped Calls	Total Calls	Probability of Overlapped Calls Occur
Station 1	223	1,536	14.5
Station 3	139	1,301	10.7
Station 2	84	980	8.6
Station 4	53	814	6.5
Station 5	28	447	6.3

Figure 48: Probability of Overlapped Calls Occur by Station FDZ



SECTION 4: GIS Analysis

Establishing Baseline Performance

The first step in completing GIS planning analyses is to establish the desired performance parameters. Measures of total response time can be significantly influenced by both internal and external influences. For example, the dispatch time, defined as the time from pick up at the 911-center to the dispatching of units, contributes to the customer's overall response time experience. Another element in the total response time continuum is the turnout time, defined as the time from when the units are notified of the incident until they are actually responding. Turnout time can have a significant impact to the overall response time for the customer and is generally considered under management's control. However, the travel time, defined as the period from when the units are actually responding until arrival at the incident is a factor of the number of fire stations, the ability to travel unimpeded on the road network, the existing road network's ability to navigate the community, and the availability of the units. Largely, travel time is the most stable variable to utilize in system design regarding response time performance.

Therefore, these GIS planning analyses will focus on travel time capability as the unit of measure. The calendar year 2017 (January 1, 2017 – December 31, 2017) performance for travel time across programs is provided below. Overall, the travel time is 4.7 minutes or less for 90% of the incidents.

Table 24: 90th Percentile Turnout and Travel Time of First Arriving Units by Program

Program	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
EMS	3.5	2.2	4.6	8.9	3,361
Fire	2.9	2.4	5.7	9.7	340
Hazmat	2.7	2.3	6.2	9.8	84
Total	**3.4**	**2.2**	**4.7**	**9.0**	**3,785**

Comparison to National References

There are two notable references for travel time available to the fire service in National Fire Protection Association (NFPA) 1710.[21] and the Commission on Fire Accreditation International (CFAI).[22]. NFPA 1710 suggests a 4-minute travel time at the 90th percentile for first due arrival of Basic Life Support (BLS) and Fire incidents and the CFAI recommends a 5 minute and 12 seconds travel time for first due arrival in an urban/Suburban population density and 13-minutes travel time for rural populations of less than 1,000 per square mile. The arrival of an Advanced Life Support (ALS) unit is recommended at 8-minutes travel time by NFPA 1710. It is important to note that the latest edition (9th edition) of the CFAI guidelines have de-emphasized response

[21] National Fire Protection Association. (2010). NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*. Boston, MA: National Fire Protection Association.

[22] CFAI. (2009). Fire & emergency service self-assessment manual, (8th ed.). Chantilly, Virginia: Author. (page 71)

time and only reference the legacy standards with a separately provided companion document[23].

Validation of Planning Analysis

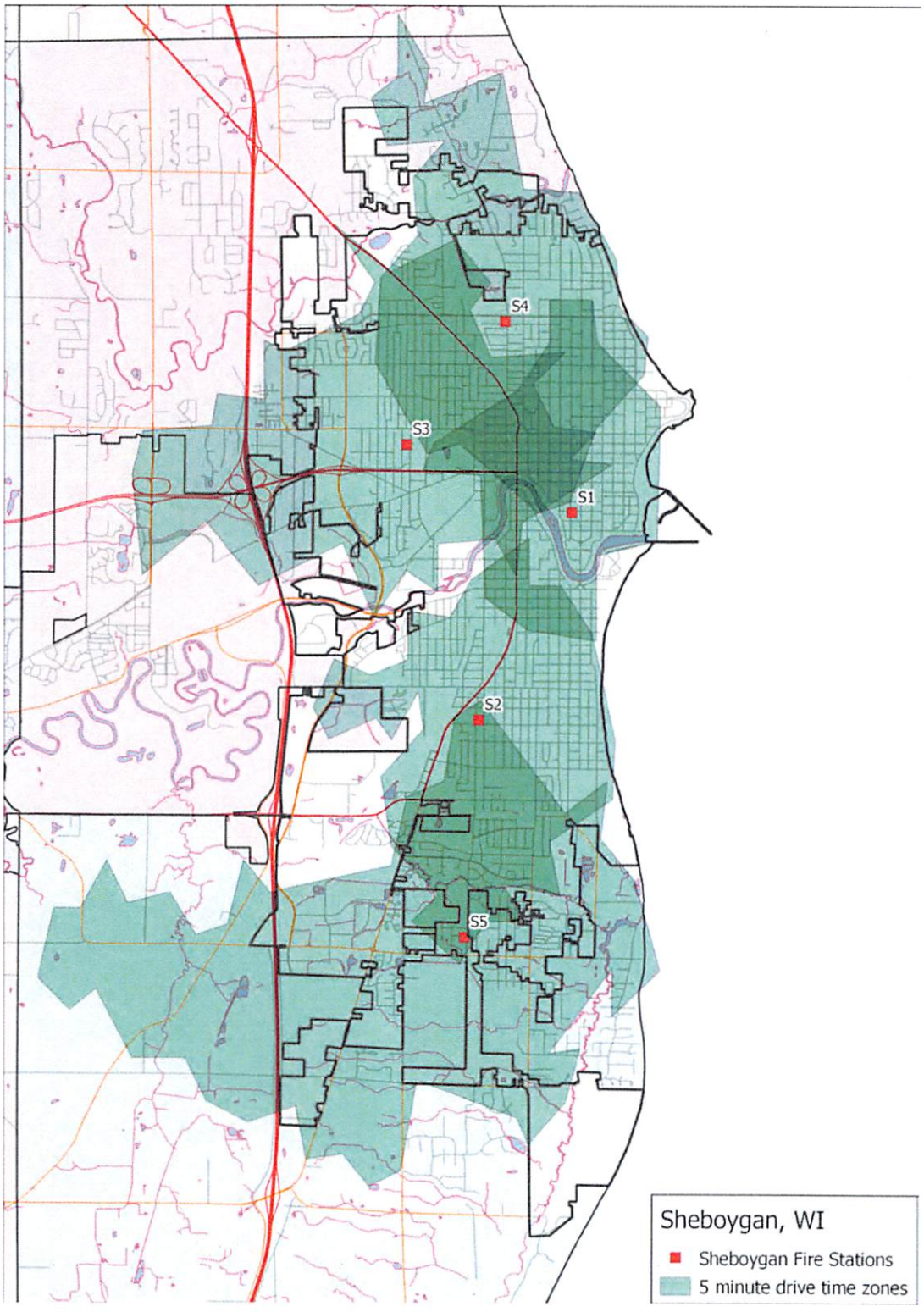
The first step in this validation analysis is to utilize the historical performance to validate the planning analyses utilized by the GIS system. The historical performance demonstrated a 4.7 overall department performance and a 5.7-minute fire travel time capability from the existing fire stations at the 90th percentile. Utilizing average road speeds, the planning assessments estimated approximately 94% of the incidents could be responded to within 5-minutes travel time from the existing five stations. In other words, there is a high degree of agreement between the quantitative analyses and the GIS planning analyses. Therefore, considerable confidence can be maintained across the various GIS modeling. Results are provided below.

Table 25: Marginal Fire Station Contribution for 5-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,183	2,183	42.53%
2	S2	1,238	3,421	66.65%
3	S1	797	4,218	82.17%
4	S4	413	4,631	90.22%
5	S5	180	4,811	93.73%

Figure 49: Current Fire Station Bleed Maps for 5-Minute Travel Time

[23] CFAI. (2016). Fire & emergency service self-assessment manual, (9th ed.). Chantilly, Virginia: Author.


S4
S3
S1
S2
S5
Sheboygan, WI
Sheboygan Fire Stations
5 minute drive time zones

Internal Performance Objectives

The Sheboygan Fire Department does not currently utilize an internal performance objective. However, the department is considering adopted service levels for the future. Therefore, the following alternatives are provided for consideration by the department.

Evaluation of Various Distribution models

As previously discussed, these analyses utilized 2017 historical performance as the desired performance for system designs. Therefore, 4, 5, 6, and 8-minute travel times were completed to consider opportunities for improvement and incremental alternatives compared to the current performance of 4.7 minutes overall and 5.7 minutes for fire related responses. The following analyses are utilized to compare and contrast the various potential distribution models.

Current Stations Configurations-Minute Travel Time

When referring to the marginal utility analysis provided below, the ascending rank order is the station's capability to cover risk (incidents) in relation to the total historical call volume of the sample period (CY 2017). The Station number is the current Sheboygan Fire Department (SFD) fire station identifier. The station capture is the number of calls the station would capture within a 4-minute travel time. The total capture is the cumulative number of calls captured with the addition of each fire station. The percent capture is the total cumulative percentage of risk covered by each station. The goal would be to achieve at least 90 percent capture.

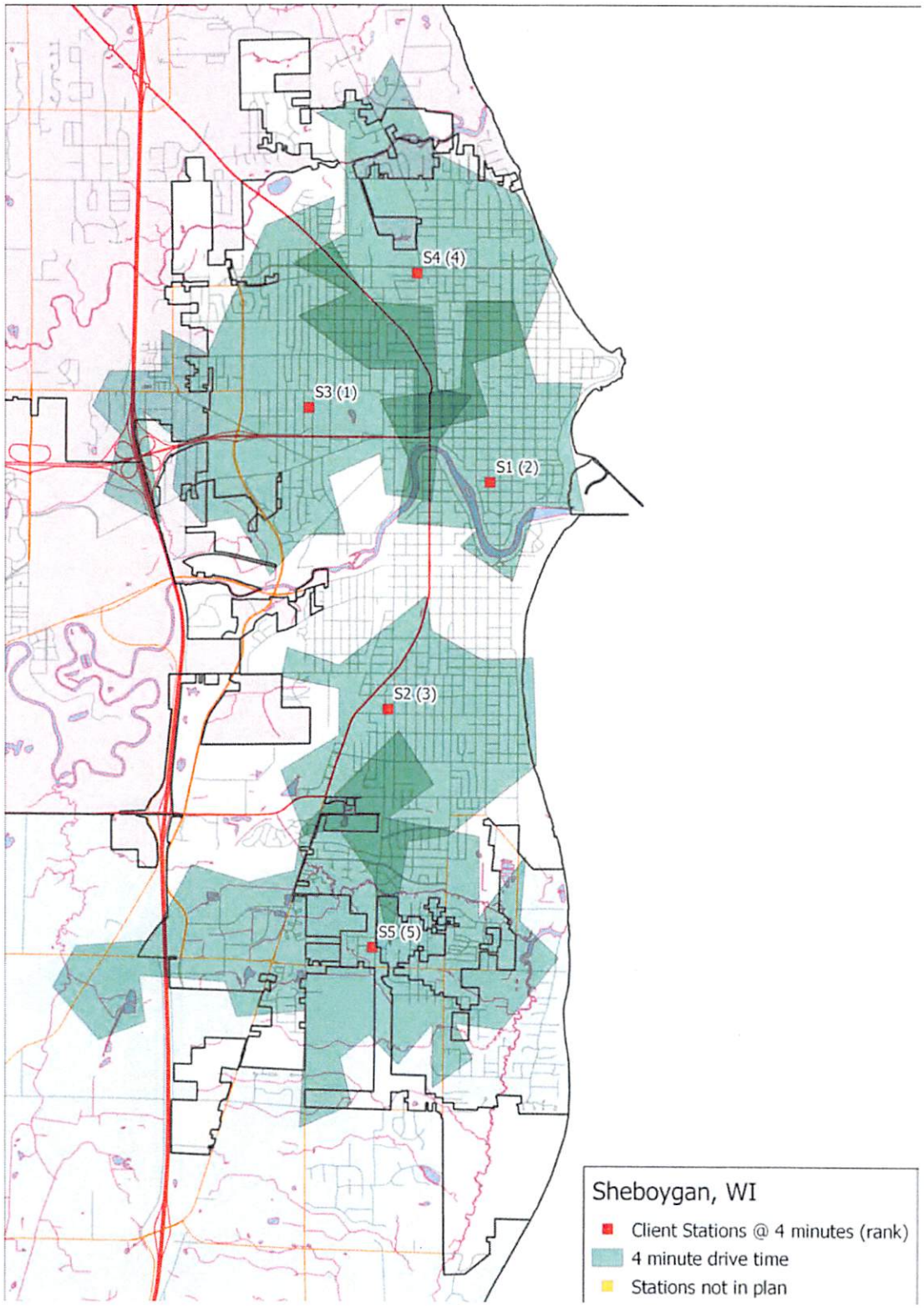
Therefore, the station that contributed the most to the overall system's performance was Station 3 in the first row and would capture 28.66% of the risks within 4 minutes. Station 1 would cover an additional 23.67% of the risk bringing the cumulative total to 52.33% between Stations 3 and 1. In total, with all 5 fixed fire stations, 81.9% of the incidents could be responded to within 4 minutes travel time.

In other words, within the current configuration of stations, the department could not achieve a 4-minute travel time, as recommended by NFPA 1710 without additional stations and resources. Results are provided as Table 3 and in drive time mapping format as Figure 2 below.

Table 26: Marginal Fire Station Contribution for 4-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	1,471	1,471	28.66%
2	S1	1,215	2,686	52.33%
3	S2	693	3,379	65.83%
4	S4	558	3,937	76.70%
5	S5	267	4,204	81.90%

Figure 50: Current Fire Station Bleed Maps for 4-Minute Travel Time


S4 (4)
S3 (1)
S1 (2)
S2 (3)
S5 (5)
Sheboygan, WI
Client Stations @ 4 minutes (rank)
4 minute drive time
Stations not in plan

5-Minute Travel Time

The analysis demonstrates that the current station configuration could capture 90% of the incidents within 5 minutes with the utilization of 4 fire stations. Station 5 improves performance by 3.51% with a 5-minute travel time.

Therefore, the city and department could consider the following policy options:

- Operate out of 4 stations until the call volume in Station 5's territory increases
- Continue to operate out of all 5 stations to cover the geographic area irrespective of the current community demands
- Continue to operate out of all 5 stations, but utilize Station 5 as a flexible resource when needed
- Utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 3 and 2 would cover the greatest number of calls, 66%, within the performance objective of 5 minutes.

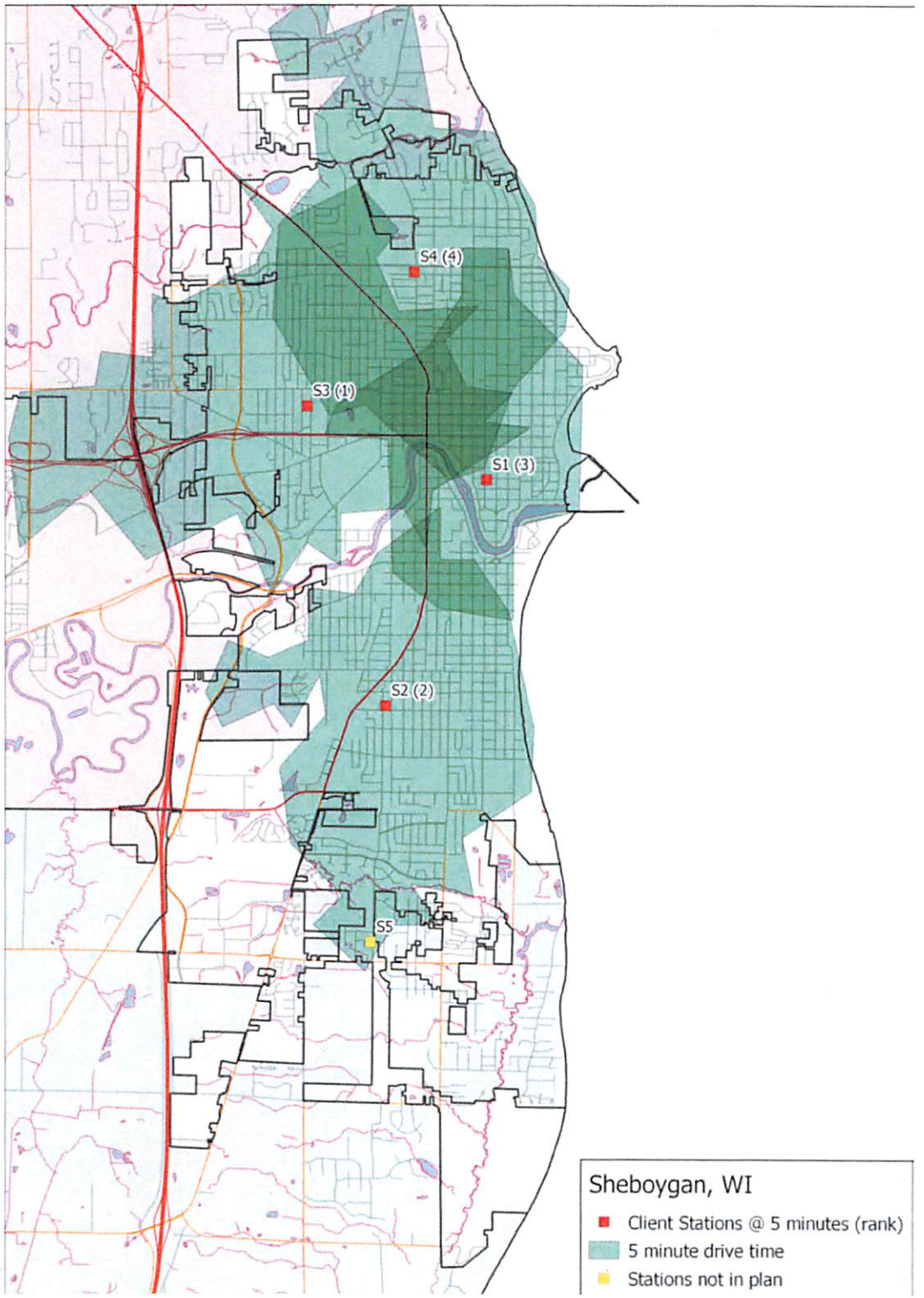
This list above is not intended to be all-inclusive.

Table 27: Marginal Fire Station Contribution for 5-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,183	2,183	42.53%
2	S2	1,238	3,421	66.65%
3	S1	797	4,218	82.17%
4	S4	413	4,631	90.22%
5	S5	180	4,811	93.73%

When referring to the mapping output below, the areas of the city that are not shaded with green, represent a maximum of 10% of the incidents that would not be responded to within 5-minutes. All requests for service would be answered, but they may be answered between 5:01 and 8:00 minutes. Finally, any areas that is shaded with progressively darker shades of green represent areas where more than one station can cover the same territory within the respective travel time being evaluated.

Figure 51: Current Stations with a 5-Minute Travel Time at the 90th Percentile


S4 (4)
S3 (1)
S1 (3)
S2 (2)
S5
Sheboygan, WI
Client Stations @ 5 minutes (rank)
5 minute drive time
Stations not in plan

6-Minute Travel Time

The analysis demonstrates that the current station configuration could capture nearly 92% of the incidents within 6 minutes with the utilization of 3 fire stations and 97% with all five stations. Stations 1 improves coverage by approximately 3.14% and Station 5 improves performance by an additional 2.32% with a 5-minute travel time. Collectively, stations 1 and 5 improve performance by 5.46%.

Therefore, the city and department could consider the following policy options:

- Operate out of 3 stations until the call volume in Station 5's territory increases
- Continue to operate out of all 5 stations to cover the geographic area irrespective of the current community demands
- Continue to operate out of all 5 stations, but utilize Station 5 and 1 as a flexible resources when needed
- Utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 3 and 2 would cover the greatest number of calls, 83%, within the performance objective of 6 minutes.

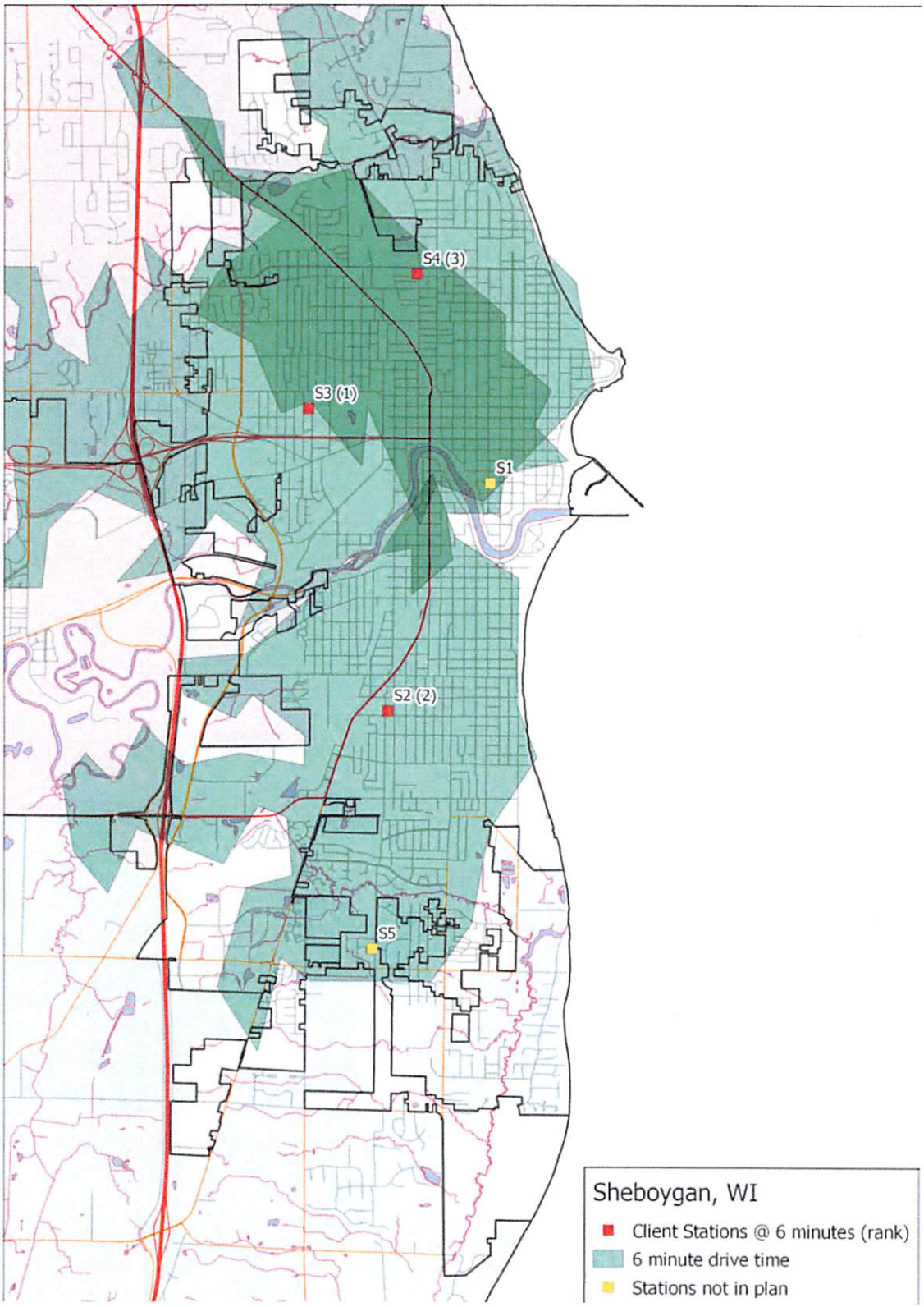
This list above is not intended to be all-inclusive.

Table 28: Marginal Fire Station Contribution for 6-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S3	2,857	2,857	55.66%
2	S2	1,405	4,262	83.03%
3	S4	440	4,702	91.60%
4	S1	161	4,863	94.74%
5	S5	119	4,982	97.06%

When referring to the mapping output below, the areas of the city that are not shaded with green, represent a maximum of 9% of the incidents that would not be responded to within 6-minutes. All requests for service would be answered, but they may be answered between 6:01 and 8:00 minutes. Finally, any areas that is shaded with progressively darker shades of green represent areas where more than one station can cover the same territory within the respective travel time being evaluated.

Figure 52: Current Stations with a 6-Minute Travel Time at the 90th Percentile


S4 (3)
S3 (1)
S1
S2 (2)
S5
Sheboygan, WI
Client Stations @ 6 minutes (rank)
6 minute drive time
Stations not in plan

8-Minute Travel Time

The analysis demonstrates that the current station configuration could capture nearly 96% of the incidents within 8 minutes with the utilization of 2 fire stations and 99% with 3 stations. Stations 3, 4, and 5 collectively improve coverage by approximately 4.13%. If 3 stations are utilized, then Stations 4 and 5 would collectively improve coverage by less than 0.5%.

Therefore, the city and department could consider the following policy options:

- Operate out of 2 stations and adjust response time objectives from 4.7 (fire) to 8 minutes
- Continue to operate out of all 5 stations to cover the geographic area irrespective of the current community demands
- Continue to operate out of all 5 stations, but utilize Stations 5, 4, and 3 as a flexible resources when needed
- Utilize this analysis to codify a move-up policy to ensure the greater coverage at all times. For example, if only two stations are available to respond to calls during busy times, Stations 1 and 2 would cover the greatest number of calls, 95%, within the performance objective of 8 minutes.

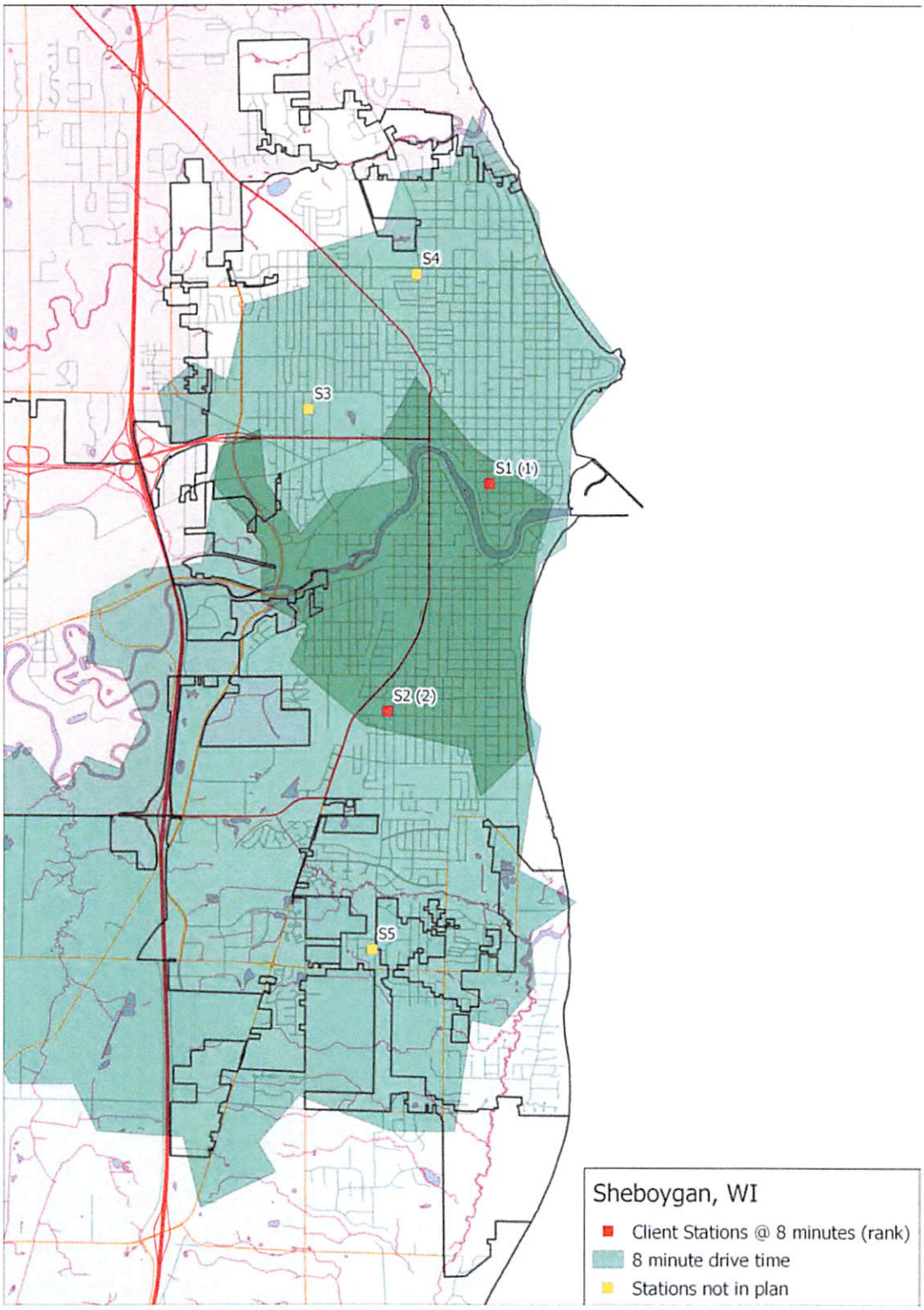
This list above is not intended to be all-inclusive.

Table 29: Marginal Fire Station Contribution for 8-Minute Travel Time

Rank	Station Number	Station Capture	Total Capture	Percent Capture
1	S1	4,143	4,143	80.71%
2	S2	759	4,902	95.50%
3	S3	188	5,090	99.16%
4	S4	16	5,106	99.47%
5	S5	8	5,114	99.63%

When referring to the mapping output below, the areas of the city that are not shaded with green, represent a maximum of 5% of the incidents that would not be responded to within 8-minutes. All requests for service would be answered, but they may be answered greater than 8:00 minutes. Finally, any areas that is shaded with progressively darker shades of green represent areas where more than one station can cover the same territory within the respective travel time being evaluated.

Figure 53: Current Stations with an 8-Minute Travel Time at the 90th Percentile


S4
S3
S1 (1)
S2 (2)
S5
Sheboygan, WI
Client Stations @ 8 minutes (rank)
8 minute drive time
Stations not in plan

Optimized Station Distribution Plans

Optimized locations were created for the department's consideration. Optimized plans utilize a "white board" approach where all existing locations are disregarded and we allow the data to indicate the best station locations. It is understood that stations are placed for a variety of reasons and that few agencies would have the flexibility in land availability, purchase price, capital investment, and political considerations to build a brand new deployment model.

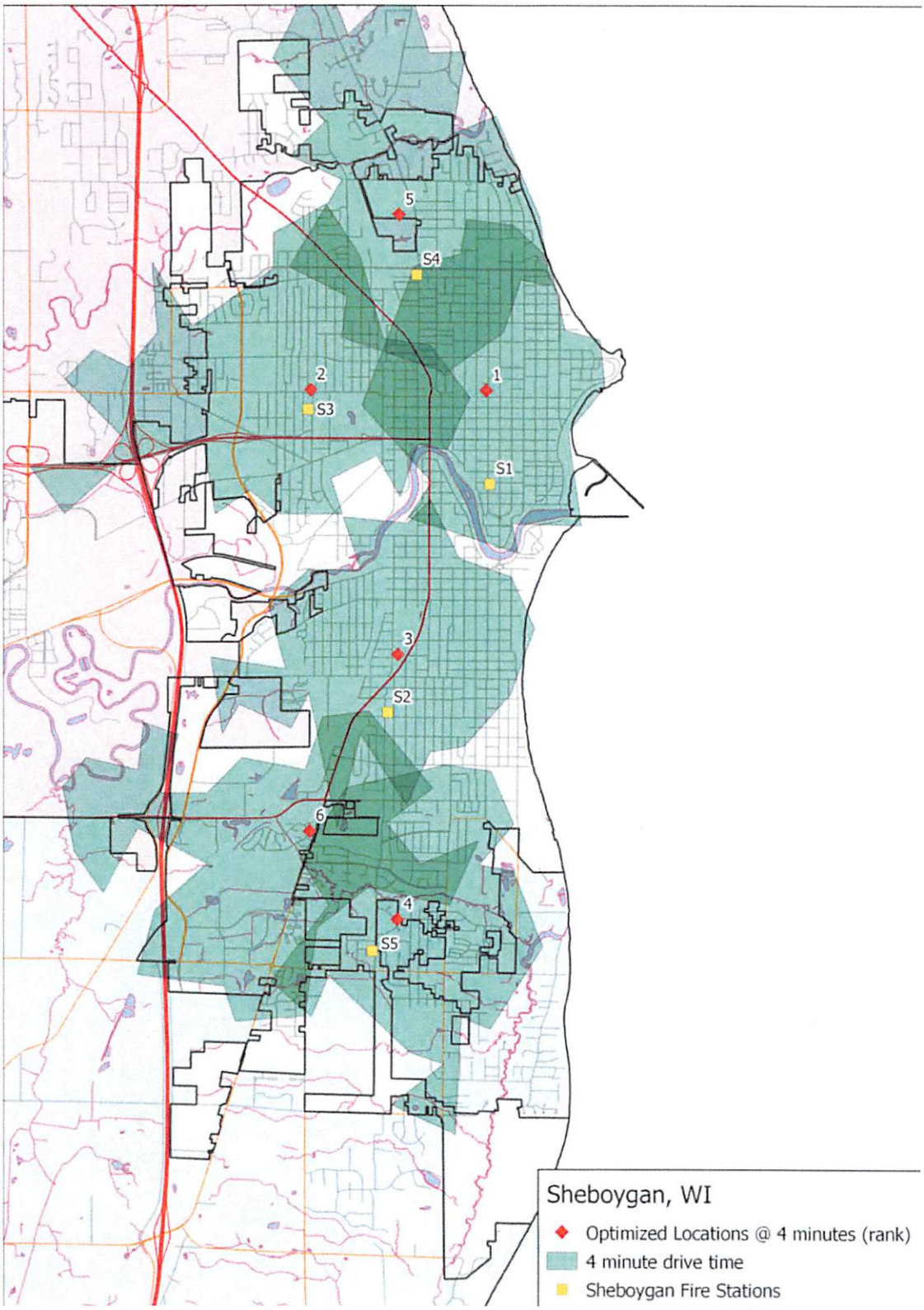
However, these analyses are beneficial for validating existing stations where applicable and identifying potential areas of future need for either new stations or station relocations.

4-Minute Travel Time

Analyses were completed to develop an optimized station distribution model for a 4-minute travel time consistent with NFPA 1710. This evaluation suggests, that an optimized 6-station model can provide for greater than 92% effectiveness covering all incidents within 4-minutes or less travel time. In comparison, the current 5-station configuration achieved 4 minutes or less approximately 82% of the time, or an improvement of approximately 10%.

A graphic illustration is presented below that includes the proposed station locations as well as the existing facilities.

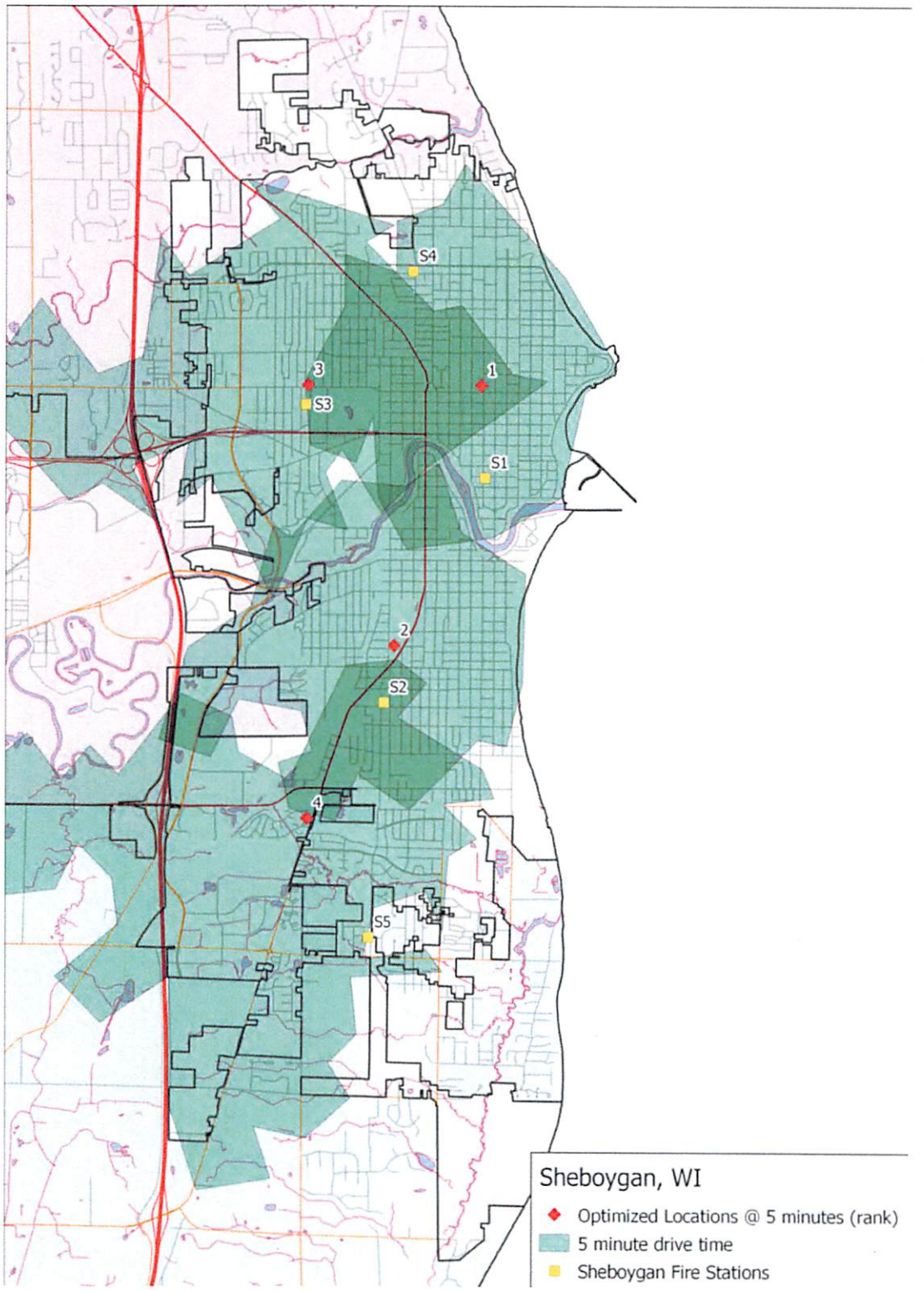
Figure 54: Optimized Station Deployment Plan - 4-Minute Travel Time


5
S4
2
S3
1
S1
3
S2
6
4
S5
Sheboygan, WI
Optimized Locations @ 4 minutes (rank)
4 minute drive time
Sheboygan Fire Stations

Optimized 5-Minute Travel Time

Analyses were completed to develop an optimized station distribution model for a 5-minute travel time. This evaluation suggests, that an optimized 4-station model can provide for approximately 93% effectiveness covering all incidents within 5-minutes. This optimized configuration only improves performance by approximately 3%, compared to the current 4-station configuration. Considering the current 5-station deployment, this model would maintain the same performance with 4-stations at 93%. A graphic illustration is presented below.

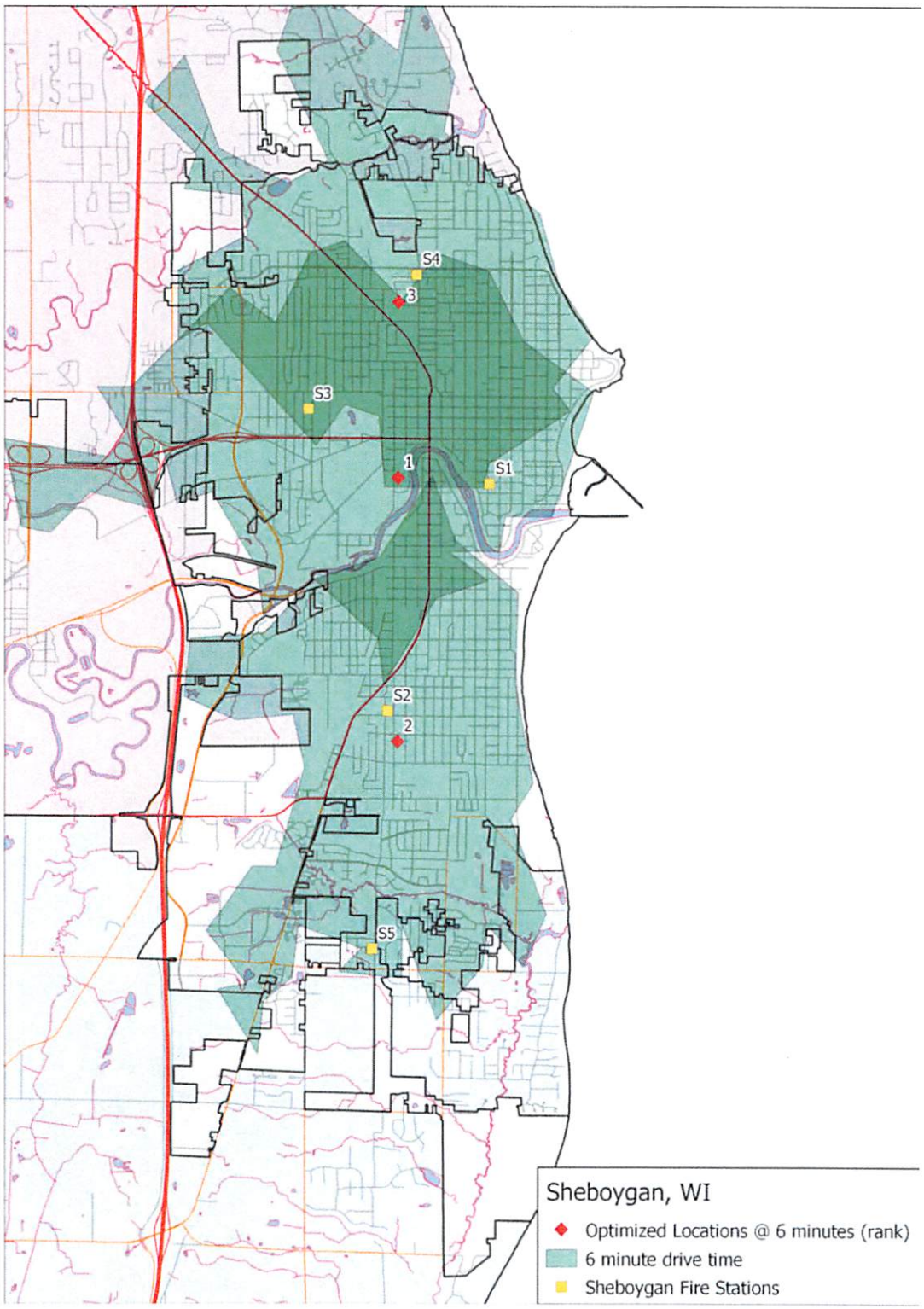
Figure 55: Optimized Station Deployment Plan – 5--Minute Travel Time


S4
3
1
S3
S1
2
S2
4
S5
Sheboygan, WI
Optimized Locations @ 5 minutes (rank)
5 minute drive time
Sheboygan Fire Stations

Optimized 6-Minute Travel Time

Analyses were completed to develop an optimized station distribution model for a 6-minute travel time. This evaluation suggests, that an optimized 3-station model can provide for approximately 94% effectiveness covering all incidents within 6-minutes. This optimized configuration improves performance by approximately 3%, compared to the current 3=station configuration presented previously. A graphic illustration is presented below.

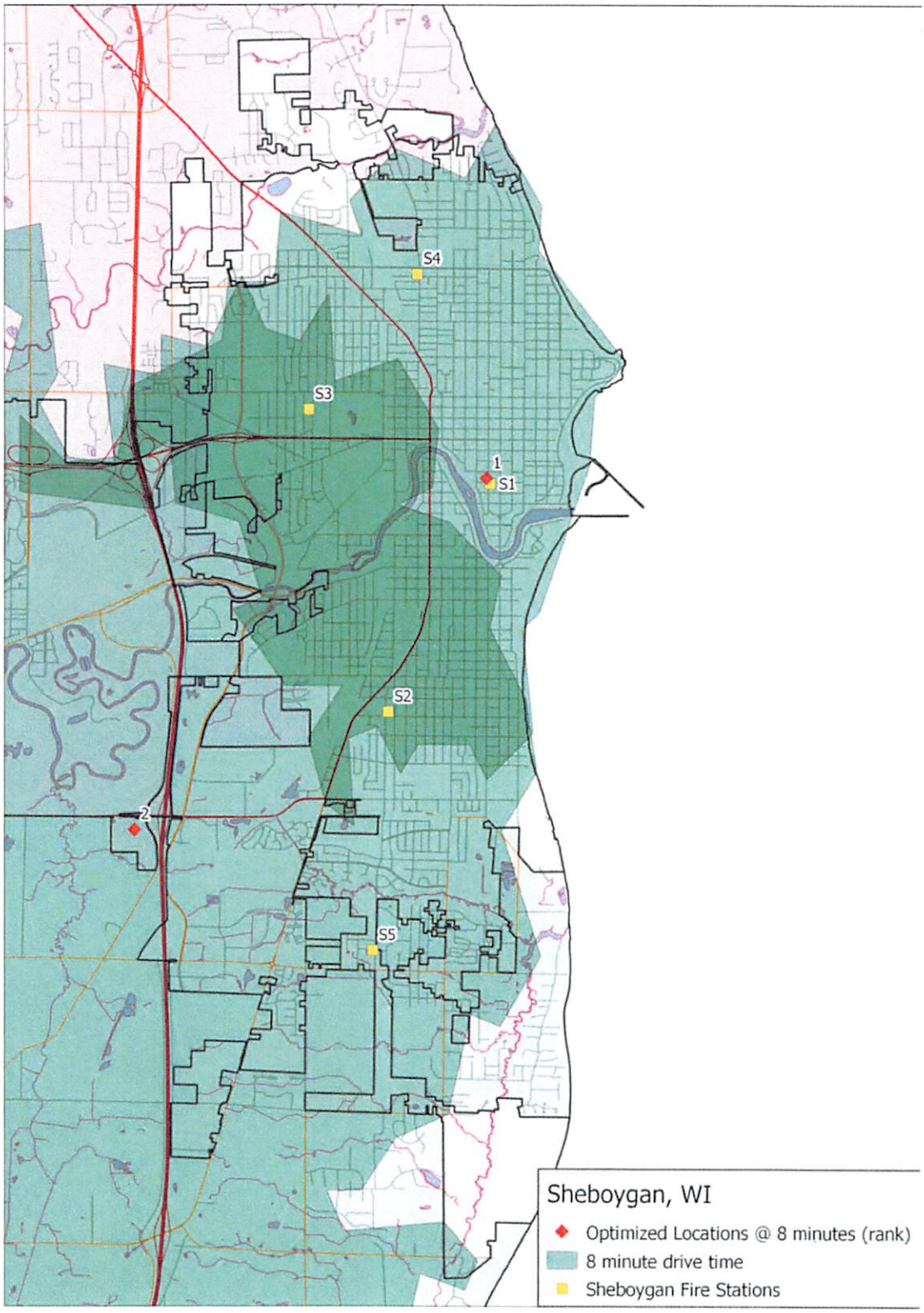
Figure 56: Optimized Station Deployment Plan – 6--Minute Travel Time


S4
3
S3
1
S1
S2
2
S5
Sheboygan, WI
Optimized Locations @ 6 minutes (rank)
6 minute drive time
Sheboygan Fire Stations

Optimized 8-Minute Travel Time

Analyses were completed to develop an optimized station distribution model for an 8-minute travel time. This evaluation suggests, that an optimized 2-station model can provide for approximately 97% effectiveness covering all incidents within 8-minutes. This optimized configuration improves performance by 2.5%, compared to the current station configuration. A graphic illustration is presented below.

Figure 57: Optimized Station Deployment Plan – 8--Minute Travel Time


S4
S3
1
S1
S2
2
S5
Sheboygan, WI
Optimized Locations @ 8 minutes (rank)
8 minute drive time
Sheboygan Fire Stations

Geographic Coverage without Consideration for Call Distribution

While there are multiple deployment strategies that may be adopted, two clear policy positions emerge in communities. First, position stations that are best prepared to meet the community's historical distribution of calls or demand for services. The advantage to this approach is that it is a more efficient model to address meeting 90% of the risk within the desired performance. This is a very stable outlook for communities that are established and are growing in density or in-fill rather than through significant annexations or urban growth.

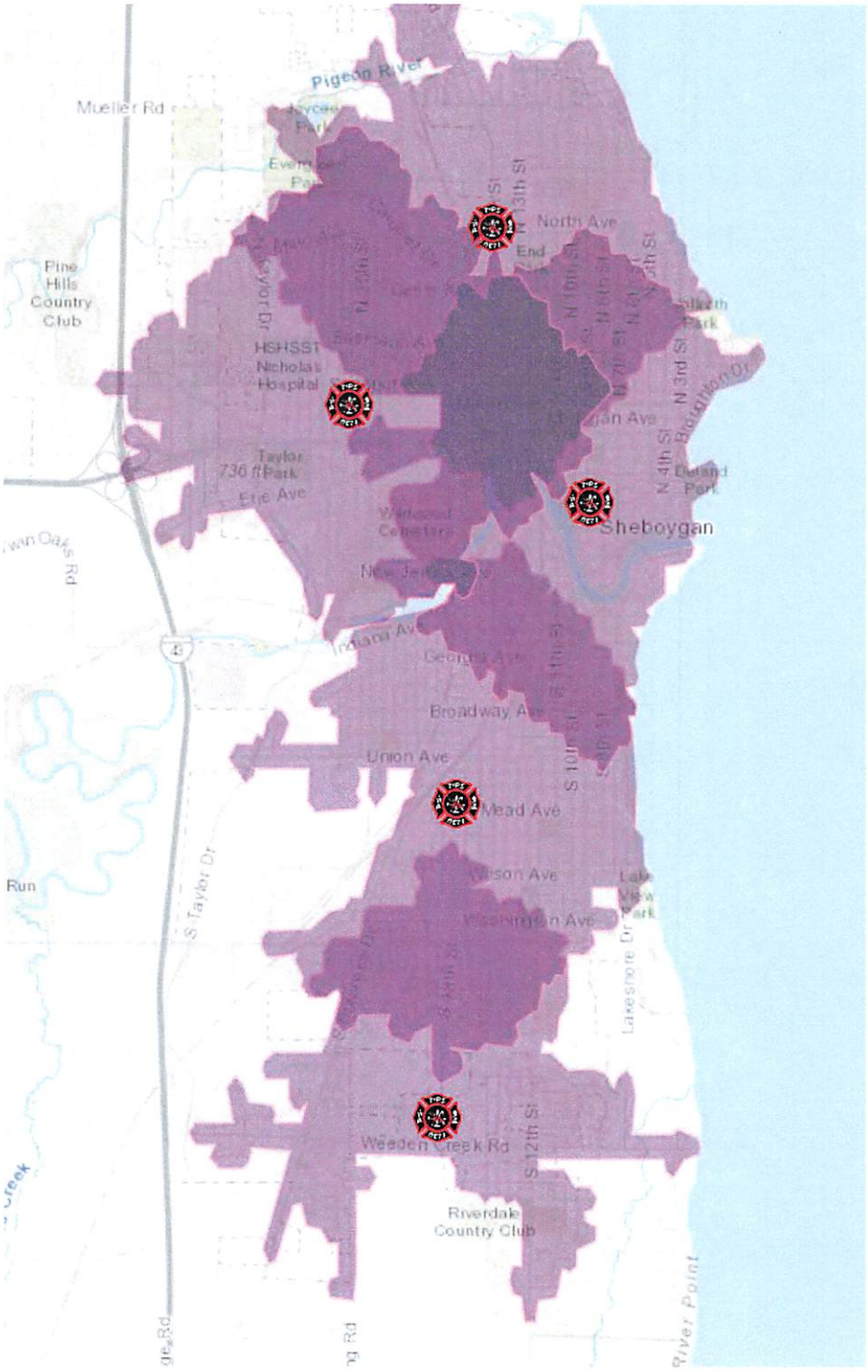
A second strategy is to provide station response coverage purely through a geographic lens without any consideration for how calls are distributed throughout the community. In addition, this analysis utilized distance without consideration to the relative impendence and/or the robustness of the road network. For example, when time is the unit of measure, a station could travel a farther distance on a highway then through a school zone but this approach caps the coverage area at 1.5 miles regardless of available travel speeds. This strategy more closely follows the recommendations of the Insurance Services Office (ISO). Therefore, the following analyses examine the current coverage areas through the lens of ISO utilizing 1.5-mile engine, 2.5-mile truck polygons, and 5-mile station locations, respectively.

Engine Coverage

All analyses utilize the existing road network and average travel impedance for the jurisdiction. When examining the 1.5-mile polygons for engine coverage, it is evident that all 5 stations maintain contiguous road miles within 1.5-mile drive times.

Where the road networks are not as robust a less efficient drive time capability emerges. For example, in more traditional metropolitan areas, the polygons will have a diamond shape, as the road network is equally accessible and efficient in all directions.

Figure 58: 1.5 Mile Engine Polygons


Pigeon River
Mueller Rd
North Ave
Pine Hills Country Club
HSHSST Nicholas Hospital
Taylor 736 ft Park
Erie Ave
Sheboygan
Broadway Ave
Union Ave
Mead Ave
Wilson Ave
Washington Ave
S Taylor Dr
Lakeshore Dr
Weeden Creek Rd
Riverdale Country Club
River Point
N 3rd St
N 4th St
S 10th St
S 12th St

Ladder Truck Coverage

When examining the 2.5-mile polygons for truck coverage, the Department is challenged with ladder truck coverage based on the potential geographic coverage only and without consideration for the distribution of risk. ISO will afford additional points for having either a ladder/tower truck or quint at more than 50% of the stations. Therefore, the department may benefit from a restructure of distribution strategies that also encompasses a Quint concept if additional points are needed in the future. Results are provided below.

The following mapping includes a view of stations through the 2.5-mile attribute. The first map includes the current stations with aerial devices.

The department's current deployment strategy is to have a ladder truck at both Stations 4 and 5 at the north and southern most points of the city. The mapping illustrates that the greatest degree of coverage is provided through this strategy and that the ladder coverage areas do have some contiguous road network.

Analyses of the placement of a potential 3rd ladder truck, or future quint, were evaluated to provide insight into the best location for geographic coverage. Therefore, the subsequent mapping output compares the following truck configurations:

- Trucks at 1, 4, and 5
- Trucks at 2, 4, and 5
- Trucks at 3, 4, and 5

The mapping illustrates that the utilization of Station 1 provides nearly 100% duplication of service area between Stations 4 and 5. Stations 2 and 3 provide additional coverage area, but Station 3 may be the best option if considering a 3rd aerial asset.

Figure 59: Current Stations 4 and 5 with Ladder Trucks - ISO 2.5 Mile

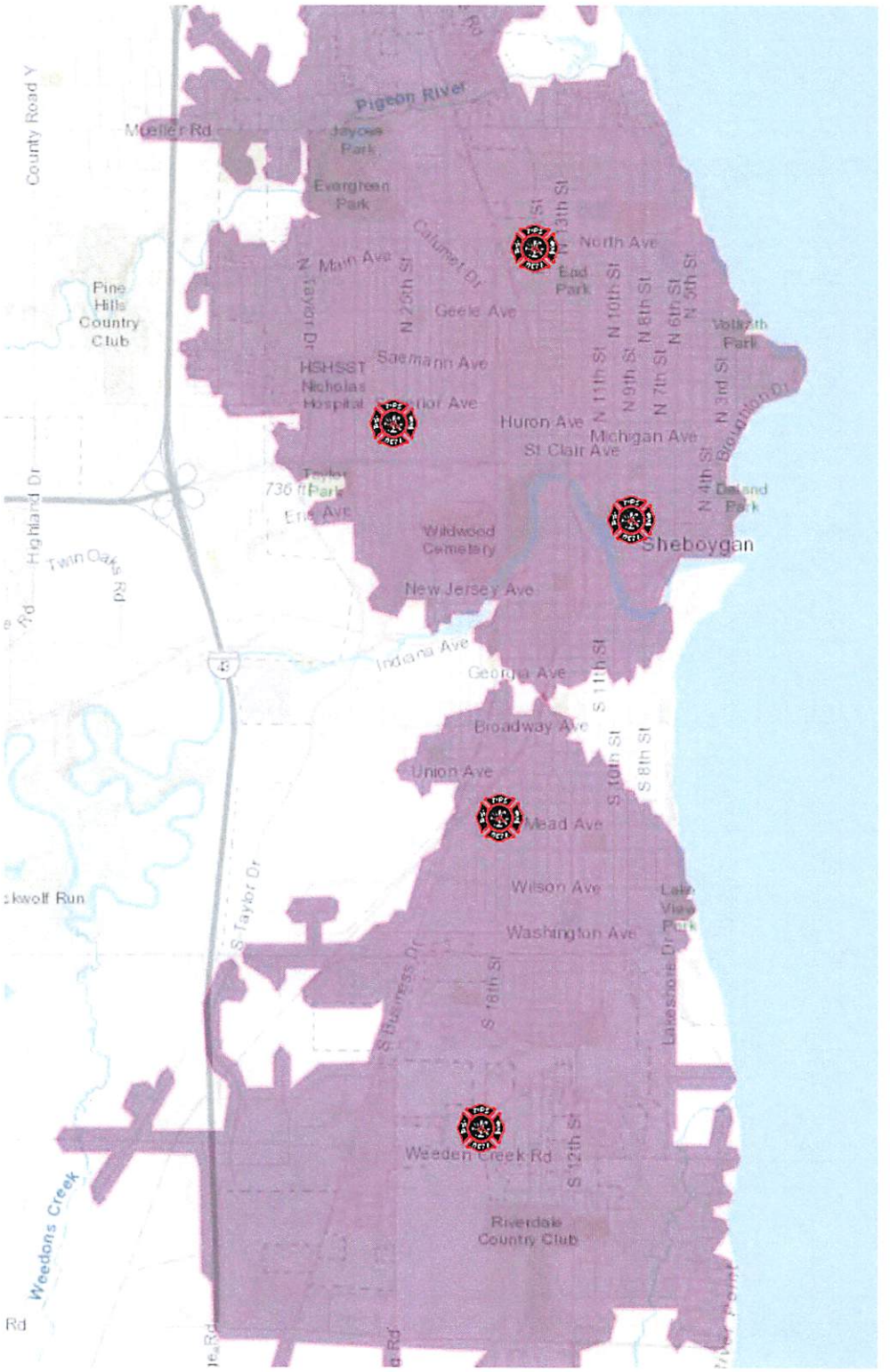


Figure 60: Current Stations 1, 4, and 5 with Ladder Trucks - ISO 2.5 Mile

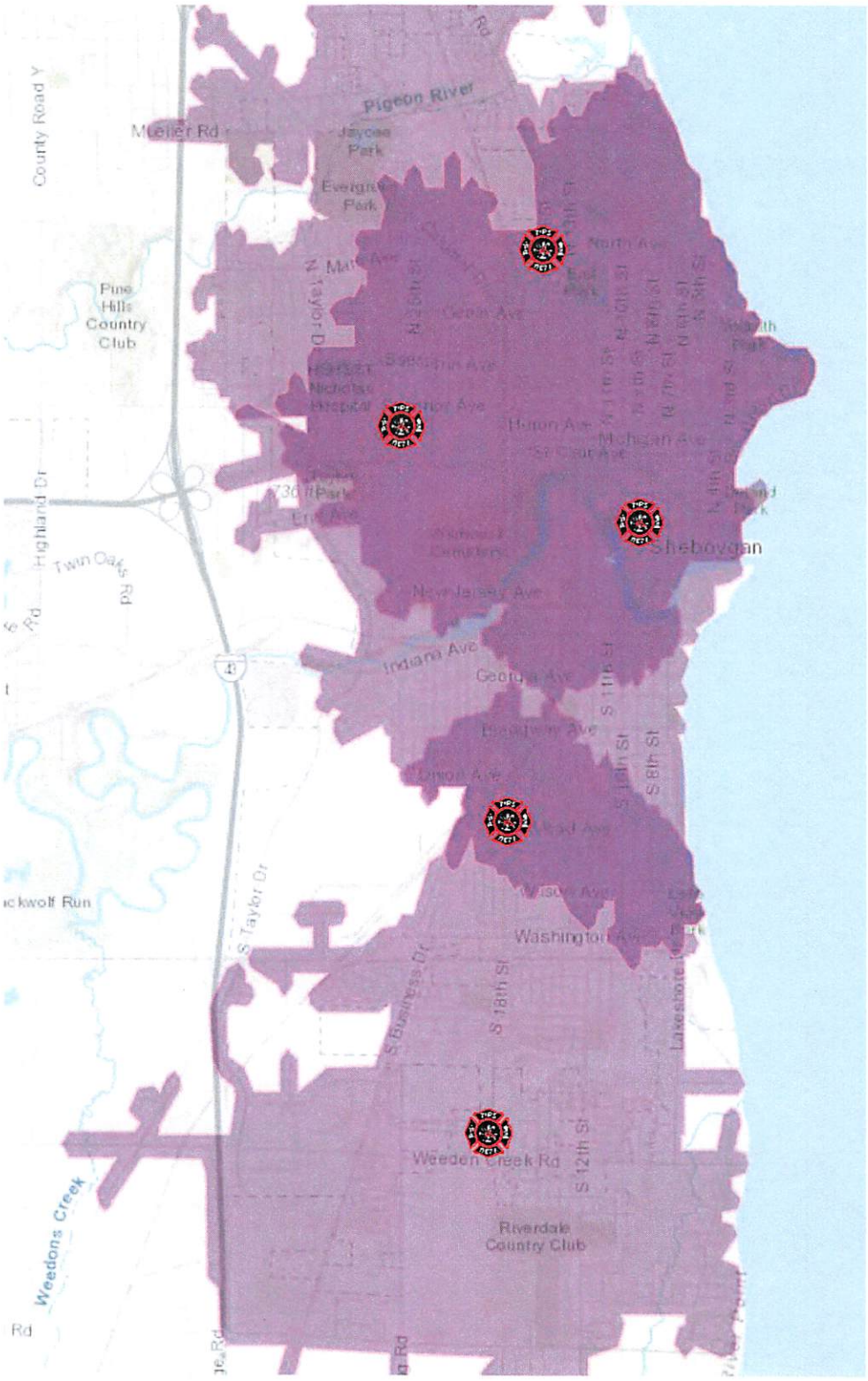


Figure 61: Current Stations 2, 4, and 5 with Ladder Trucks - ISO 2.5 Mile

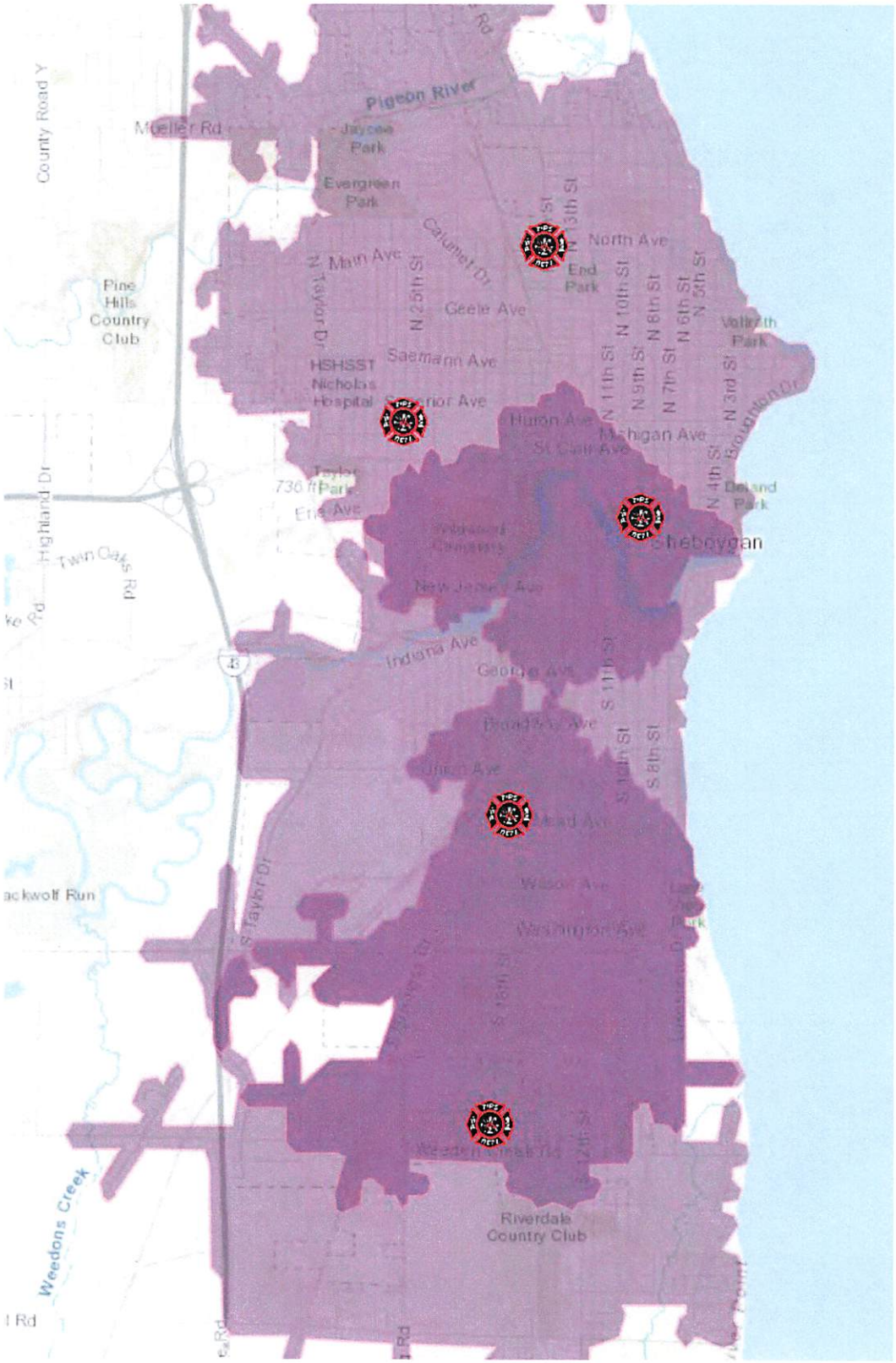
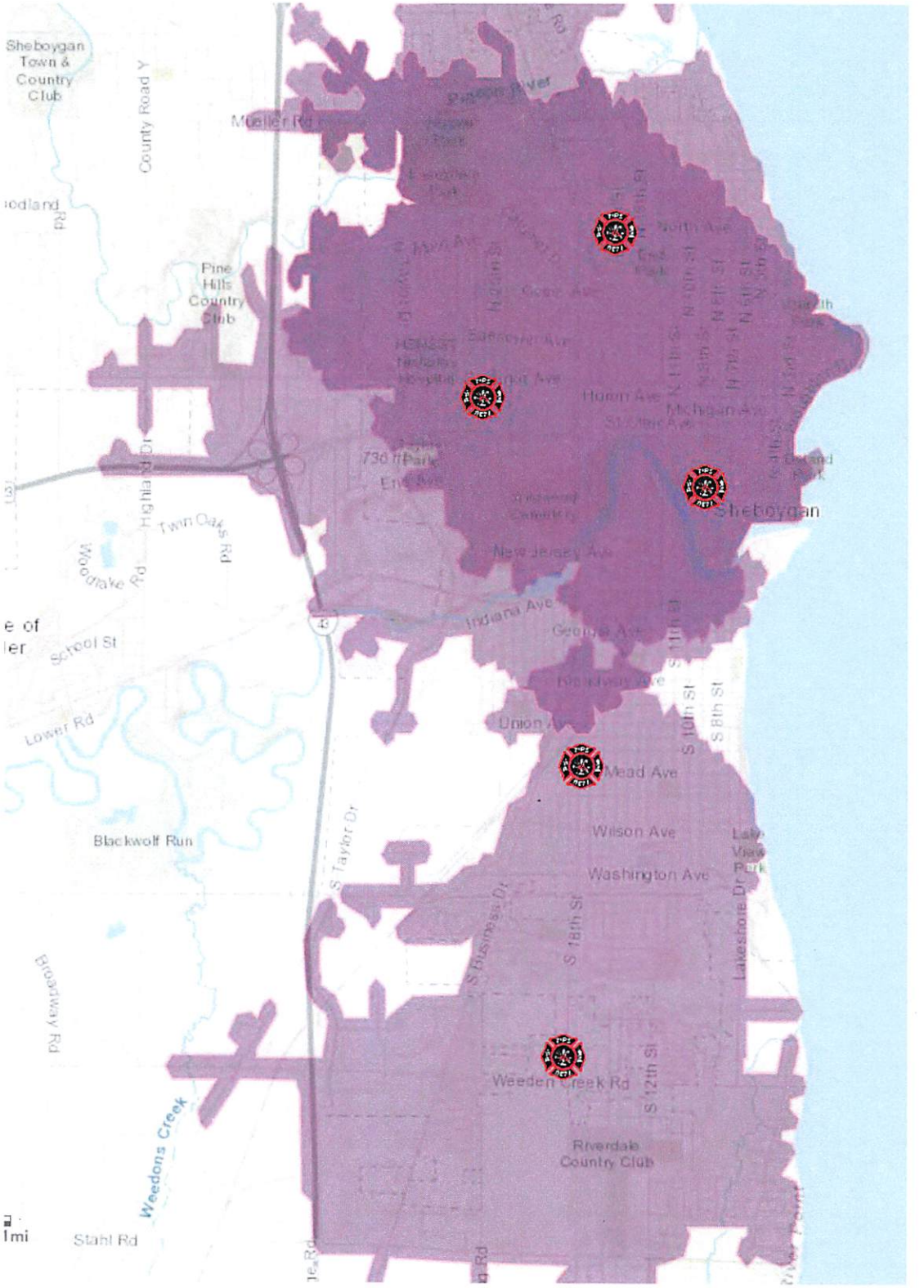
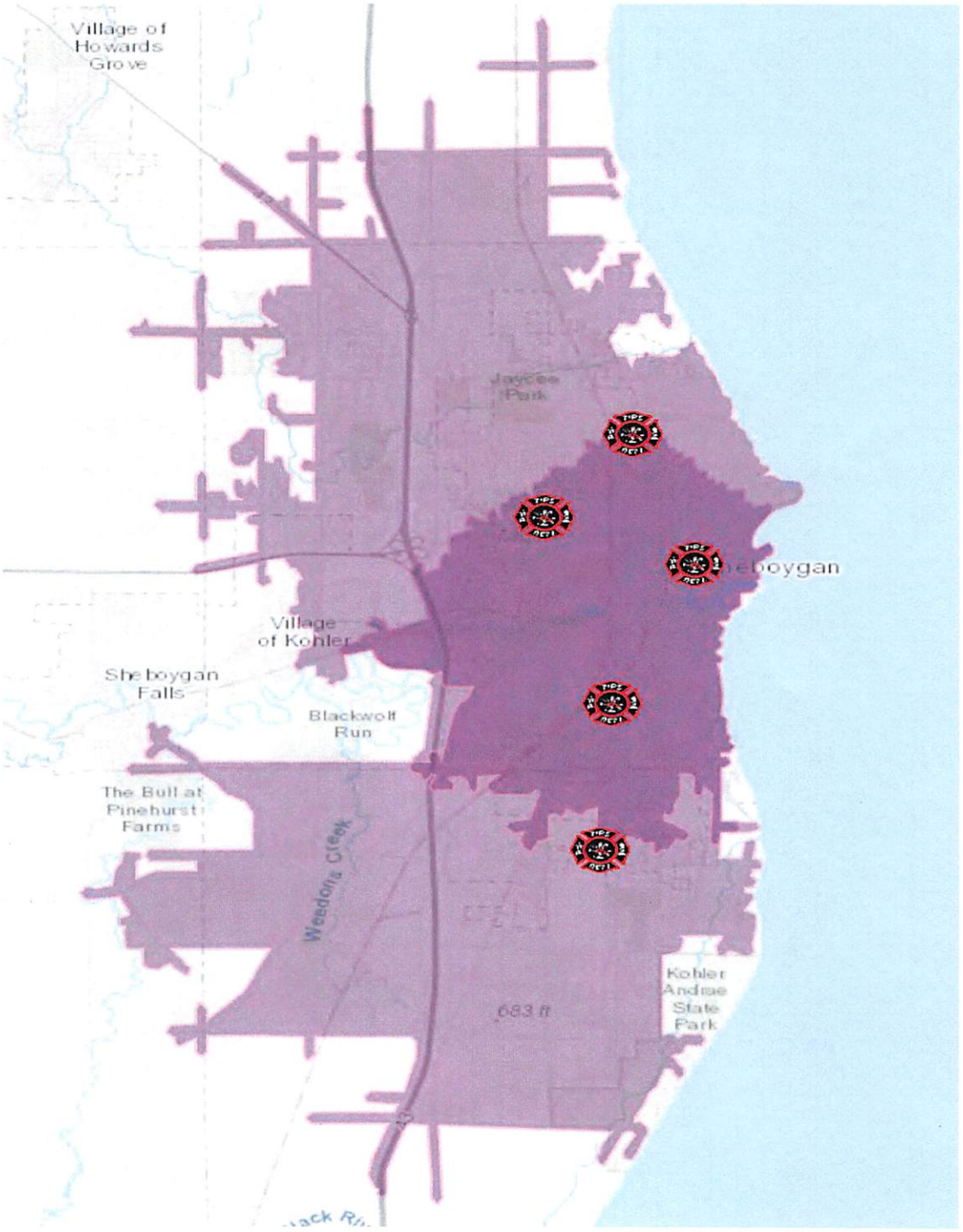


Figure 62: Current Stations 3, 4, and 5 with Ladder Trucks - ISO 2.5 Mile


Sheboygan Town & Country Club
County Road Y
Mueller Rd
Pine Hills Country Club
Highland Dr
Twin Oaks Rd
Woodlake Rd
School St
Lower Rd
Blackwolf Run
Broadway Rd
Weedons Creek
Stahl Rd
Pigeon River
North Ave
Michigan Ave
Indiana Ave
Union Ave
Mead Ave
Wilson Ave
Washington Ave
S Taylor Dr
S Business Dr
S 18th St
S 12th St
S 10th St
S 8th St
Lakeshore Dr
Weeden Creek Rd
Riverdale Country Club
Sheboygan

Finally, mapping analyses for the ISO 5-Mile configuration is provided below. The analyses suggests that there are contiguous road miles for each of the five stations. This illustration only utilizes the northern and southern most stations for clarity (Stations 4 and 5).

Figure 63: Current Station Configuration (Stations 4 and 5 only) - ISO 5 Mile



Effective Response Force Mapping

Similar to previous discussions, there are two prevailing recommendations for the time to assemble an effective response force for structure fires. First, NFPA 1710 suggests that the Effective Response Force (ERF) should arrive in eight (8) minutes travel time or less. Second, the CFAI provides a baseline travel time performance objective of 10 minutes and 24 seconds 90% of the time or less for urban densities as well as a 13-minute travel time ERF for suburban areas and 18-minutes for rural areas. Since the current first due travel time performance is at approximately 5 to 6-minutes minutes; 8, 10, and 13-minute travel times were created to demonstrate the relative ERF coverage throughout the jurisdiction.

For these purposes ERF was defined as the arrival in two person increments from 10-16 personnel and is restricted to the city jurisdiction.

Table 30: Comparisons of Effective Response Force Configurations

Travel Time Objective	10 Personnel	12 Personnel	14 Personnel	16 Personnel
8-Minute	36.38%	7.21%	2.97%	0.15%
10-Minute	70.70%	31.54%	30.10%	7.12%
13-Minute	93.28%	76.08%	76.08%	43.77%

Overall, the ERF has more robust coverage in the core of the City where the greatest historical demand exists. Mapping outputs are provided below.

Figure 64: 8-Minute ERF from Current Stations – Current Staffing

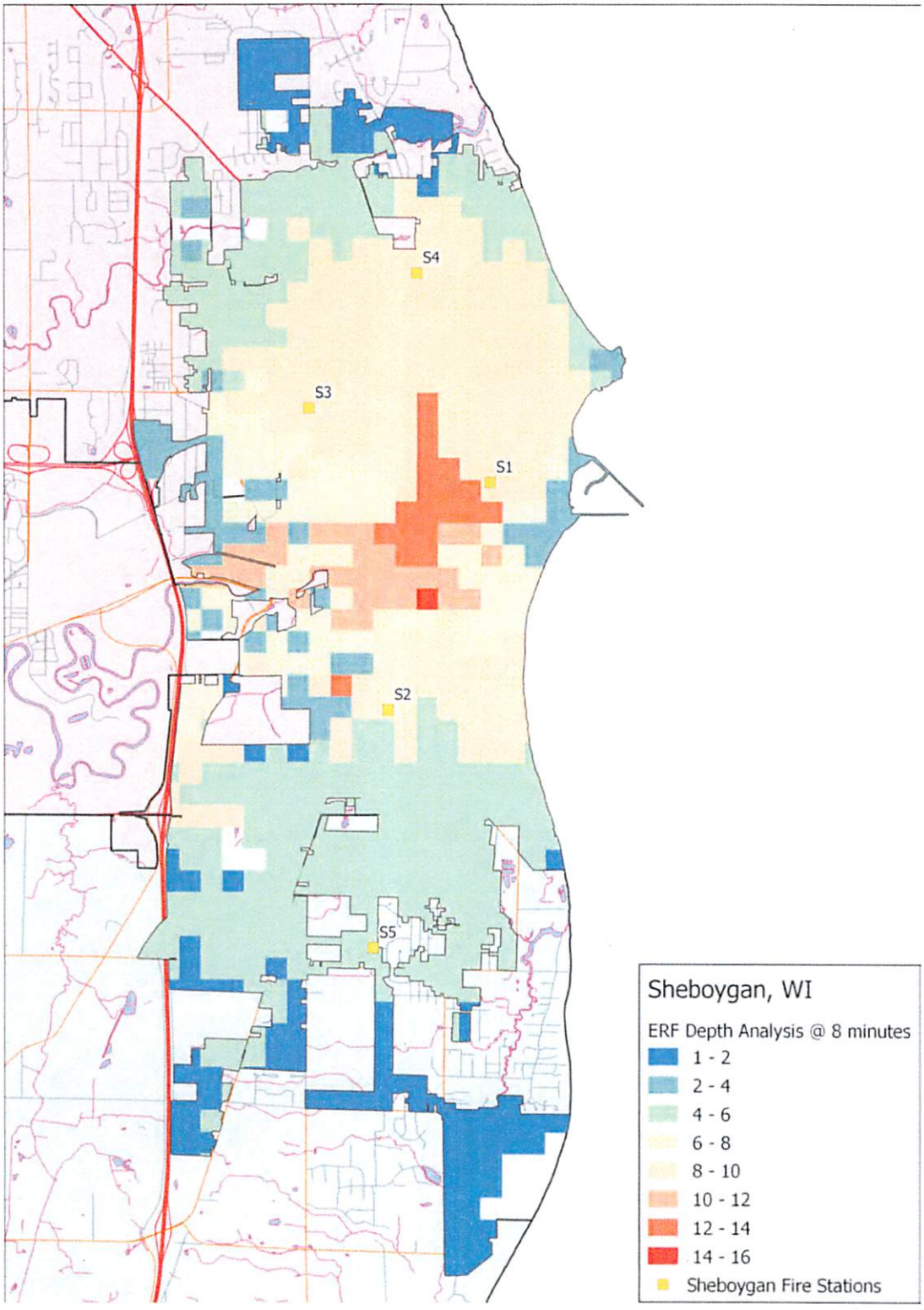


Figure 65: 10-Minute ERF from All Current Stations – Current Staffing

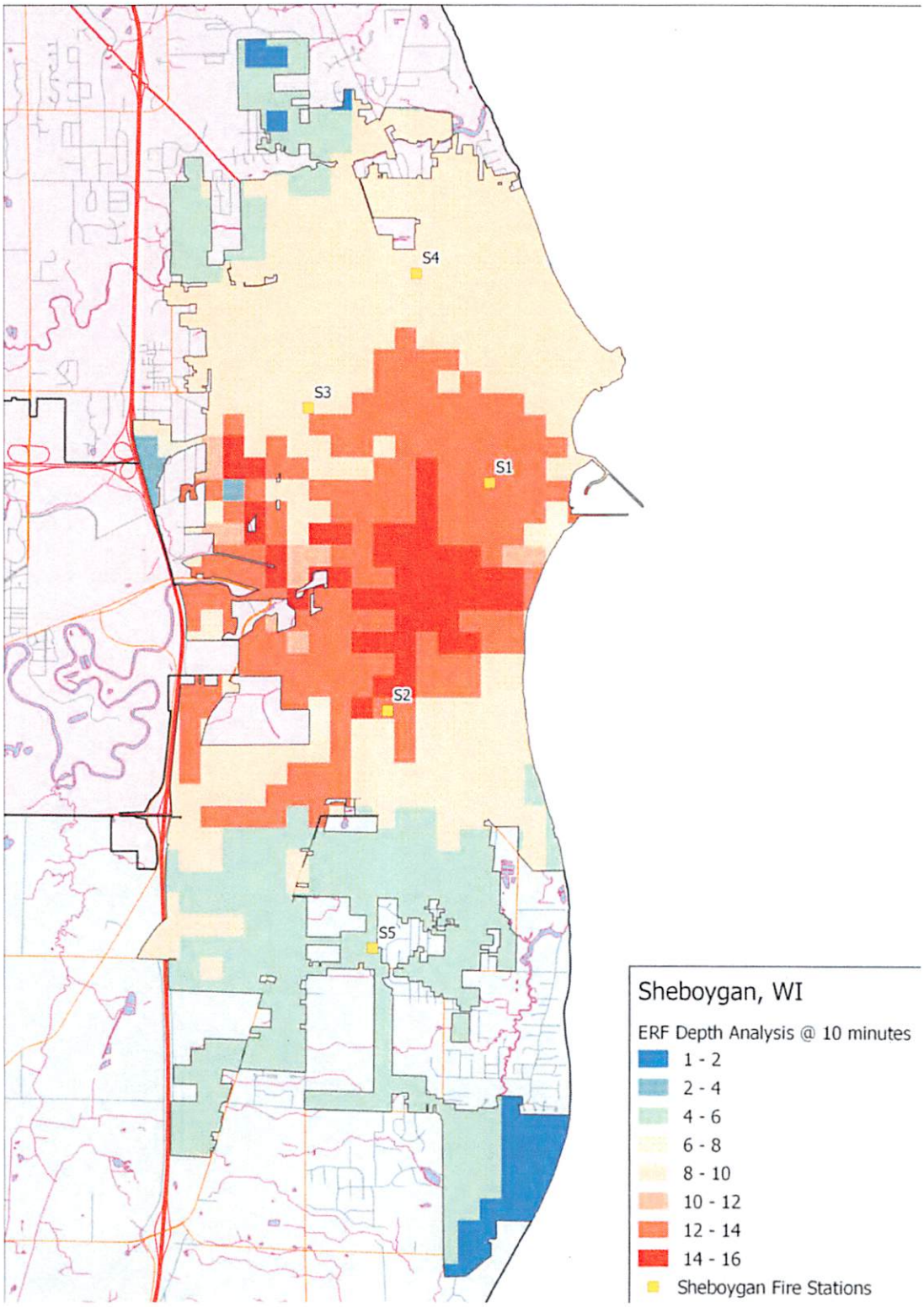
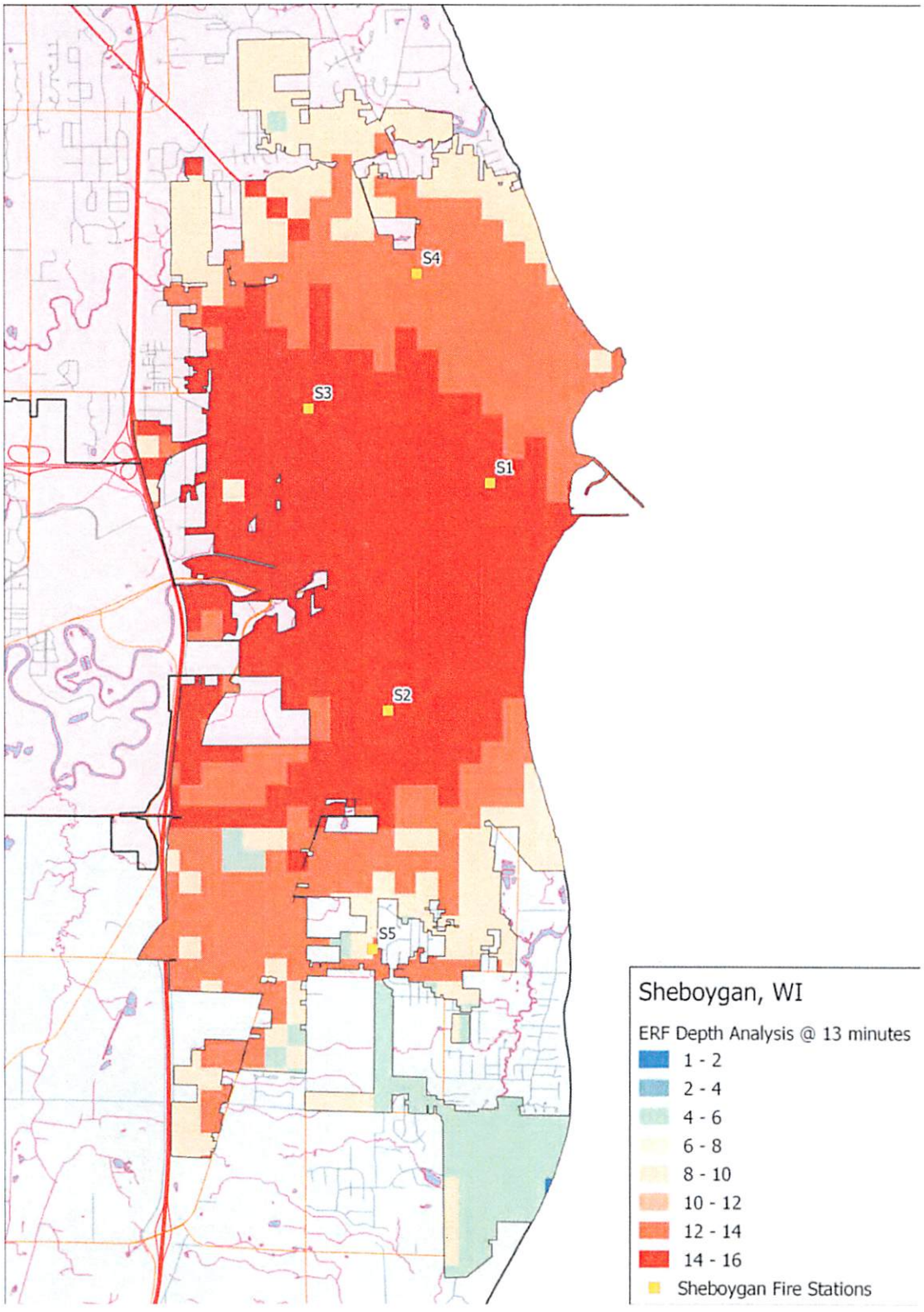


Figure 66: 13-Minute ERF from All Current Stations – Current Staffing


S4
S3
S1
S2
S5
Sheboygan, WI
ERF Depth Analysis @ 13 minutes
1 - 2
2 - 4
4 - 6
6 - 8
8 - 10
10 - 12
12 - 14
14 - 16
Sheboygan Fire Stations

Distribution of Risk Across the Jurisdiction

Distribution of Demand by Program Areas

Heat maps were created to identify the concentration of the historic demand for services by program area. Therefore, the following mapping will present the relative concentration of service demands by fire, EMS, and HAZMAT, respectively. The Blue areas have the least demand and the dark red areas have the highest concentration of demand.

When reviewing the heat maps, it is clear that the greatest relative density of service demands is generally located near the downtown area, with little variation over the program areas.

Figure 67: Heat Map for Fire Related Incidents

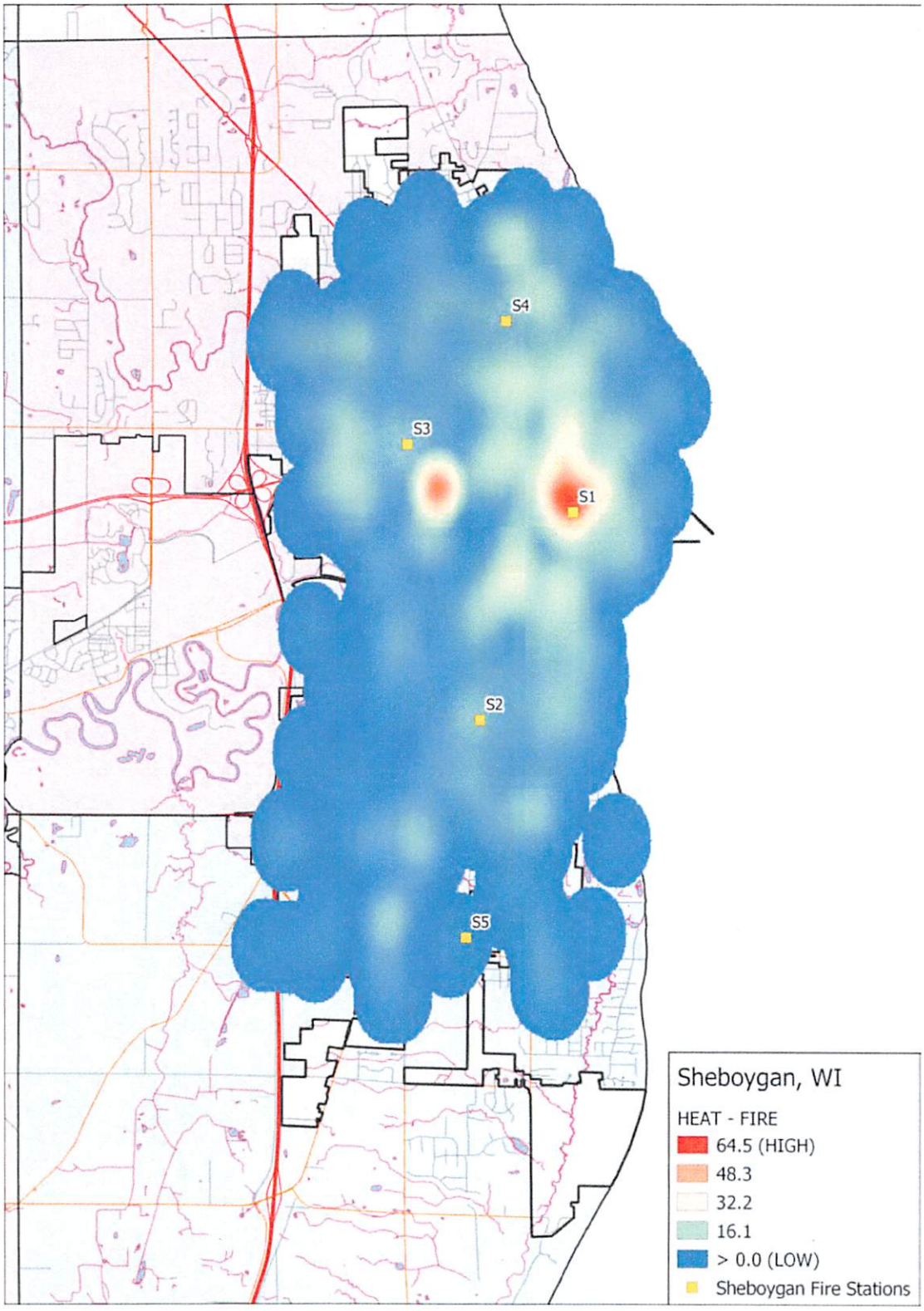


Figure 68: Heat Map for EMS Related Incidents

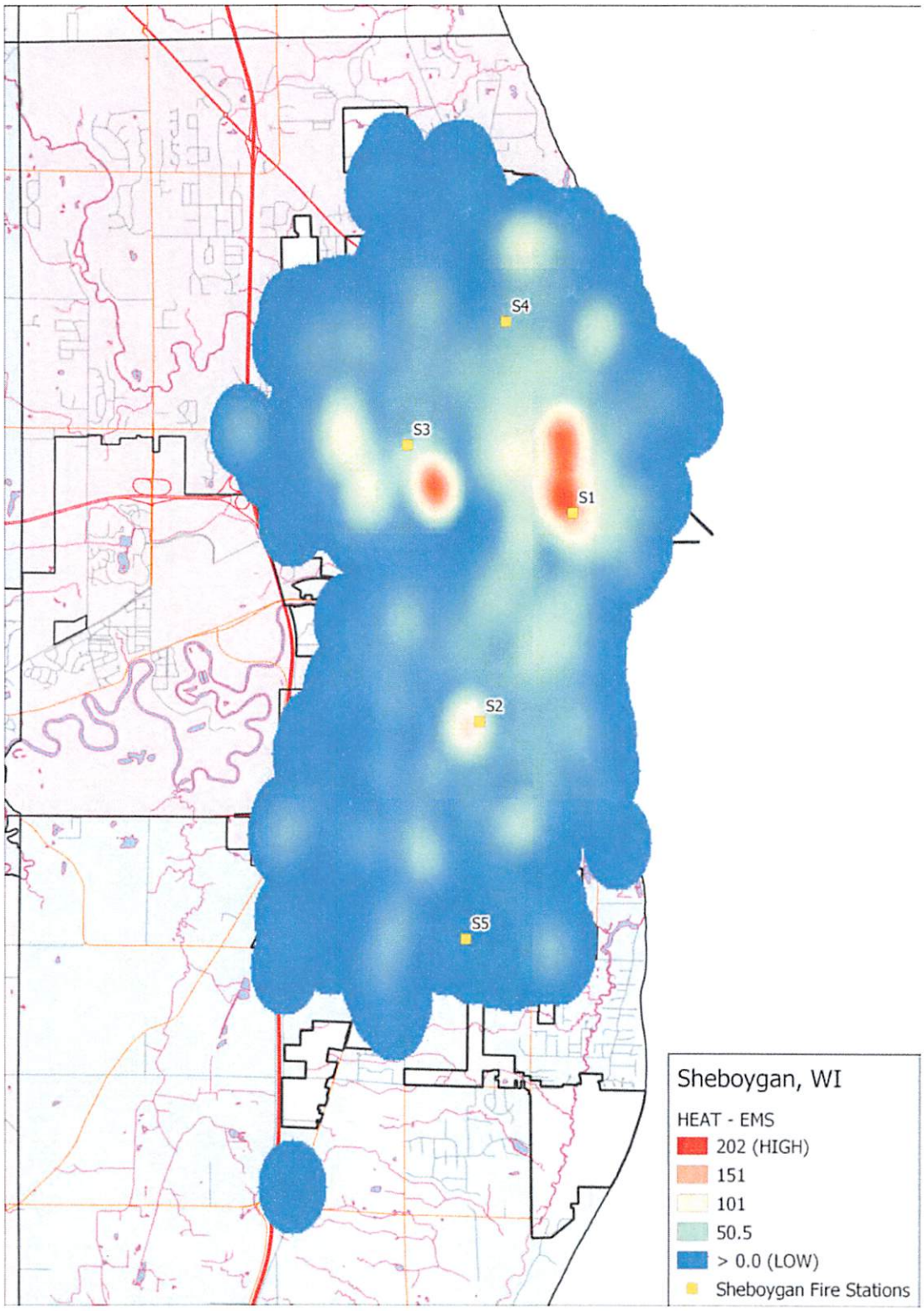
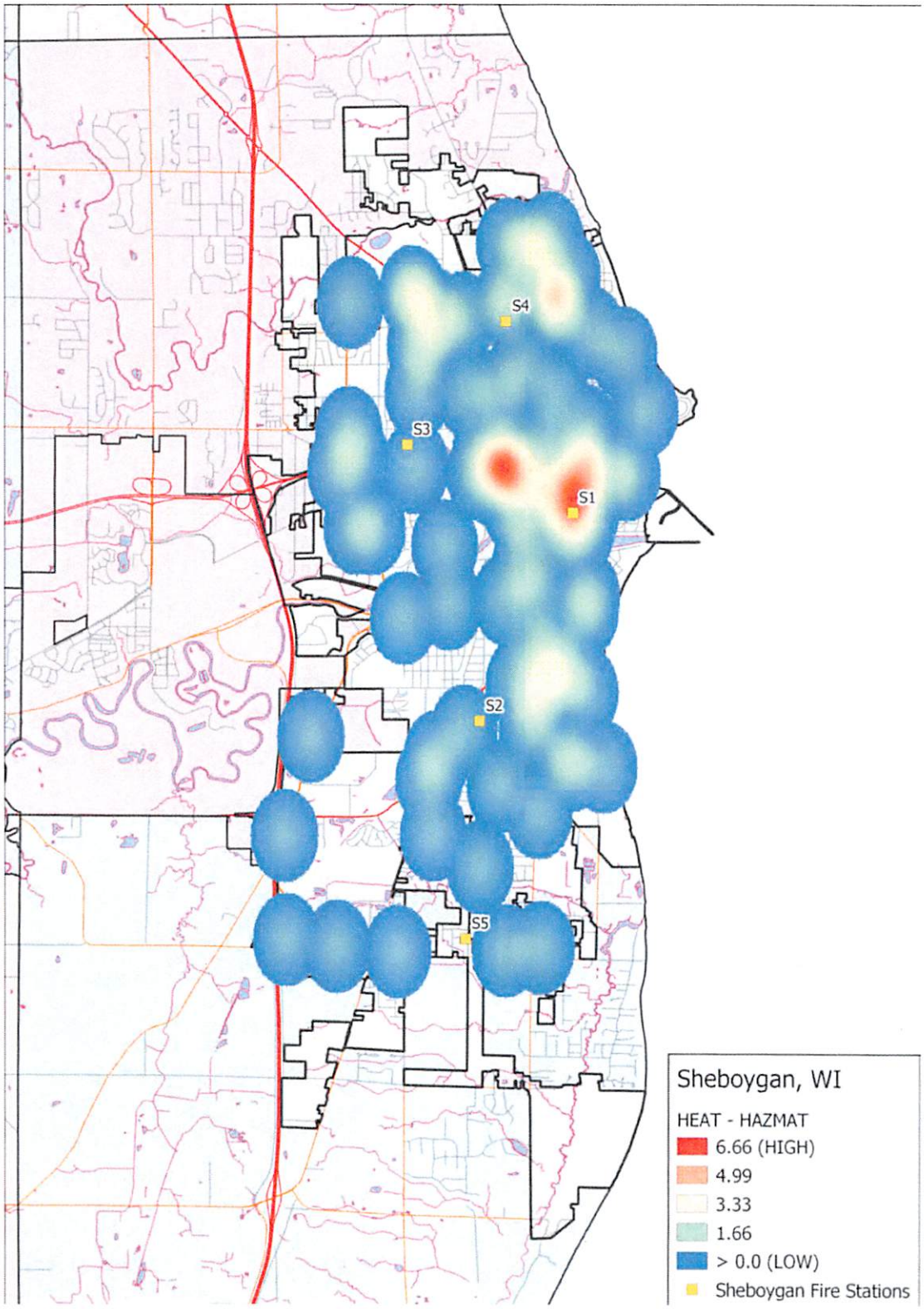
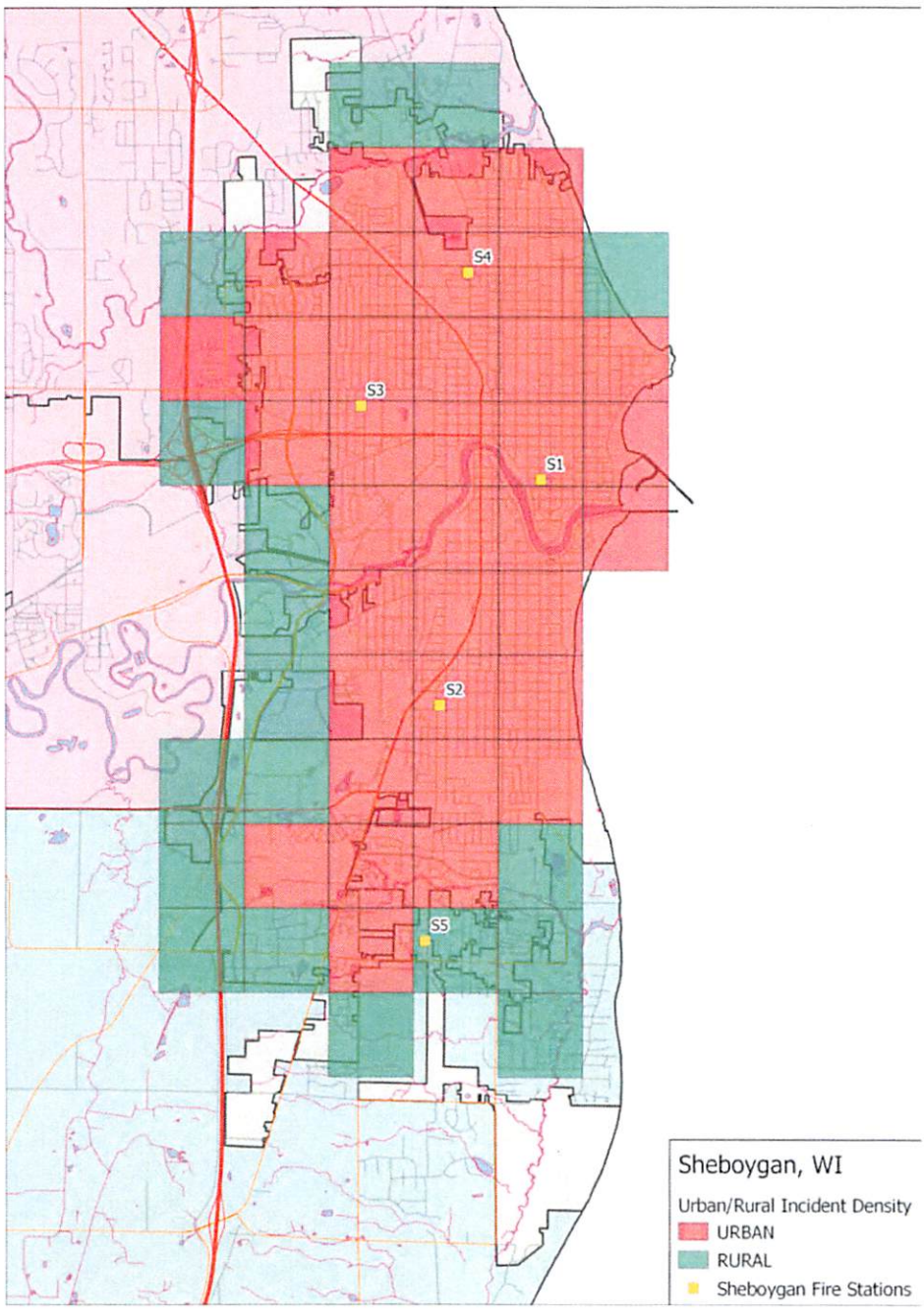


Figure 69: Heat Map for HazMat Related Incidents


S4
S3
S1
S2
S5
Sheboygan, WI
HEAT - HAZMAT
6.66 (HIGH)
4.99
3.33
1.66
> 0.0 (LOW)
Sheboygan Fire Stations

Finally, we calculate call density based on the relative concentration of incidents based on approximately 0.5-mile geographic areas as well as the adjacent 0.5-mile areas. The results demonstrate an urban and rural designation based on call density for services and not based on population. The red areas are designated as urban service areas and the green areas are designated as rural service areas. Any area that is not colored has less than one call every six months in the 0.5-mile area and the adjacent areas.

Figure 70: Urban and Rural Call Density Map with Current Stations



Long-Term Sustainability of the Models Presented

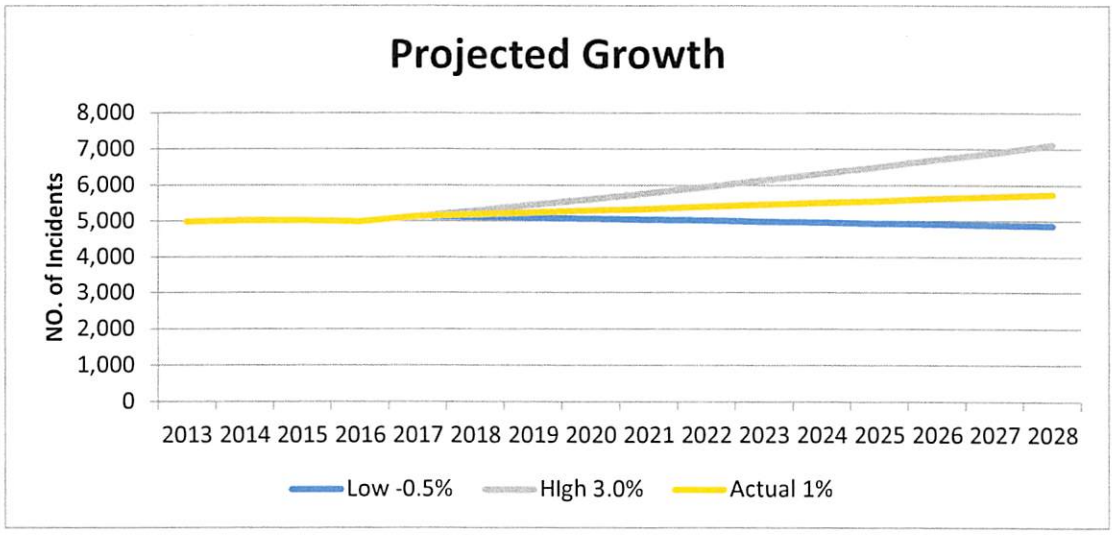
It is important to understand that the distribution models are restrictive to the geographic limitations of the jurisdiction and the historical demand for services. Therefore, the number of stations is descriptive of the number of fixed facilities required from which to deploy resources. These analyses do not specifically describe the concentration of resources required at each fire station facility to adequately handle the demand for services. For example, some stations may require two or more units in order to handle the demand for services.

With respect to the long-term sustainability of the deployment models presented here, the models will remain accurate for as long as the jurisdictions' overall coverage area has not expanded. In other words, if the City's square mileage remains, then the deployment strategy will be sustainable indefinitely with respect to the coverage area. As other variables such as population density or changes in socioeconomic status change over time, there may be a need for a higher concentration of resources necessary to meet the growing demand for services, but not additional stations. The most prominent reason that the geographic distribution model would need to be updated is for changes in traffic impedance that significantly limit the historical average travel speed. Monitoring travel time performance, system reliability, and call concurrency will provide timely feedback for changes in the environment that could impact the distribution model.

Projected Growth

The available data set was restricted to 5 years with an annualized growth of 2.98%. The following straight-line projection should be used with caution due to the variability across years. However, in all cases, data must be reviewed annually to ensure timely updates to projections. The overall year over year growth between 2013 and 2017 data includes a -0.5% drop in incidents between 2015 and 2016 as well as a 0.0% change between 2014 and 2015. The highest rate of growth was 3.0% that occurred between 2016 and 2017.

Figure 71: Projected Growth of 1%

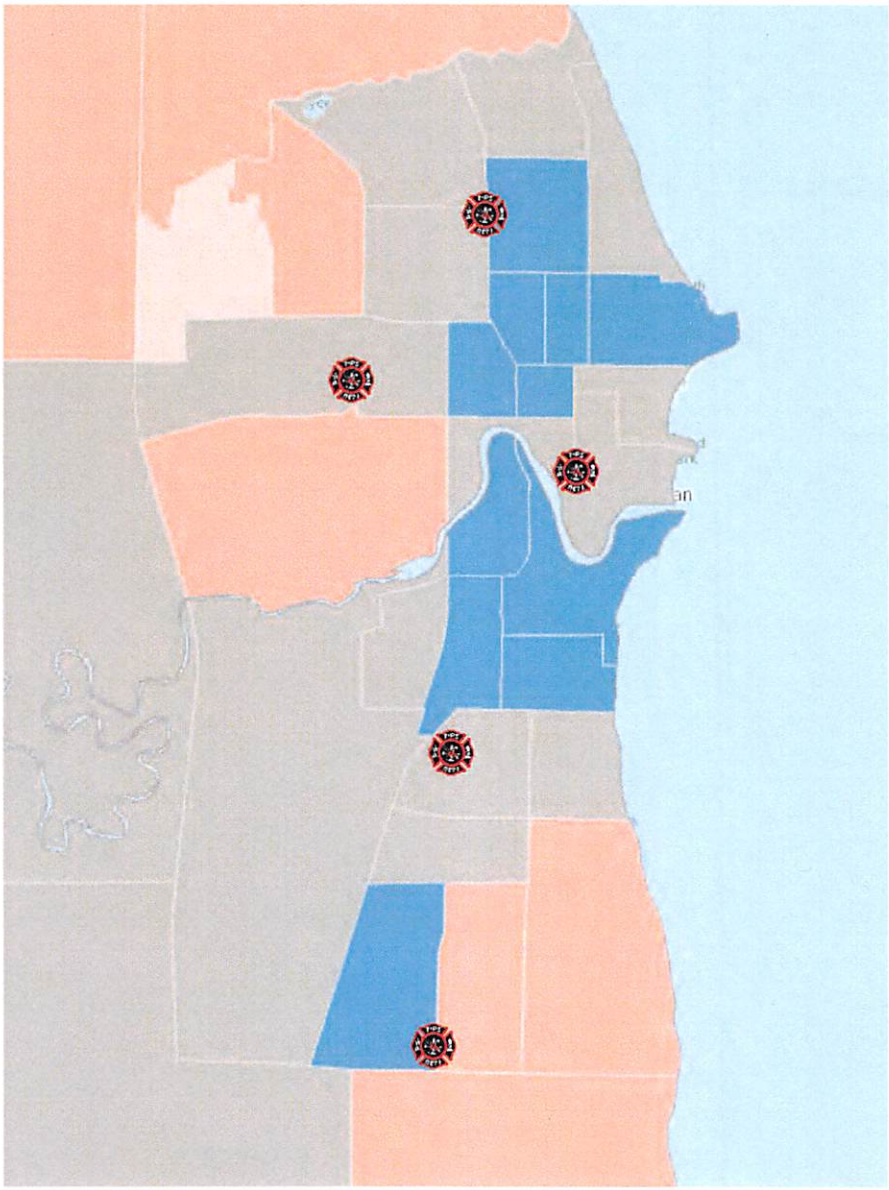


Assuming that future demands may not be reasonably distributed across the various stations in the system, the system will require a redistribution of workload and ultimately reinvestment in resources to meet the growing demand. While the system should be evaluated continuously for performance and desired outcomes, the department should specifically re-evaluate workload and performance indicators for every 1,000-call increase to ensure system stability.

Population Characteristics

Generally, older populations and very young populations are considered to be most vulnerable to the frequency and incidents of fire. In addition, older populations historically utilize EMS services with greater frequency. It is important to understand, what field crews often recognize intuitively, is that the distribution of population risks are not uniform across the jurisdiction. The median age is provided below.

Figure 72: Median Age - 2018



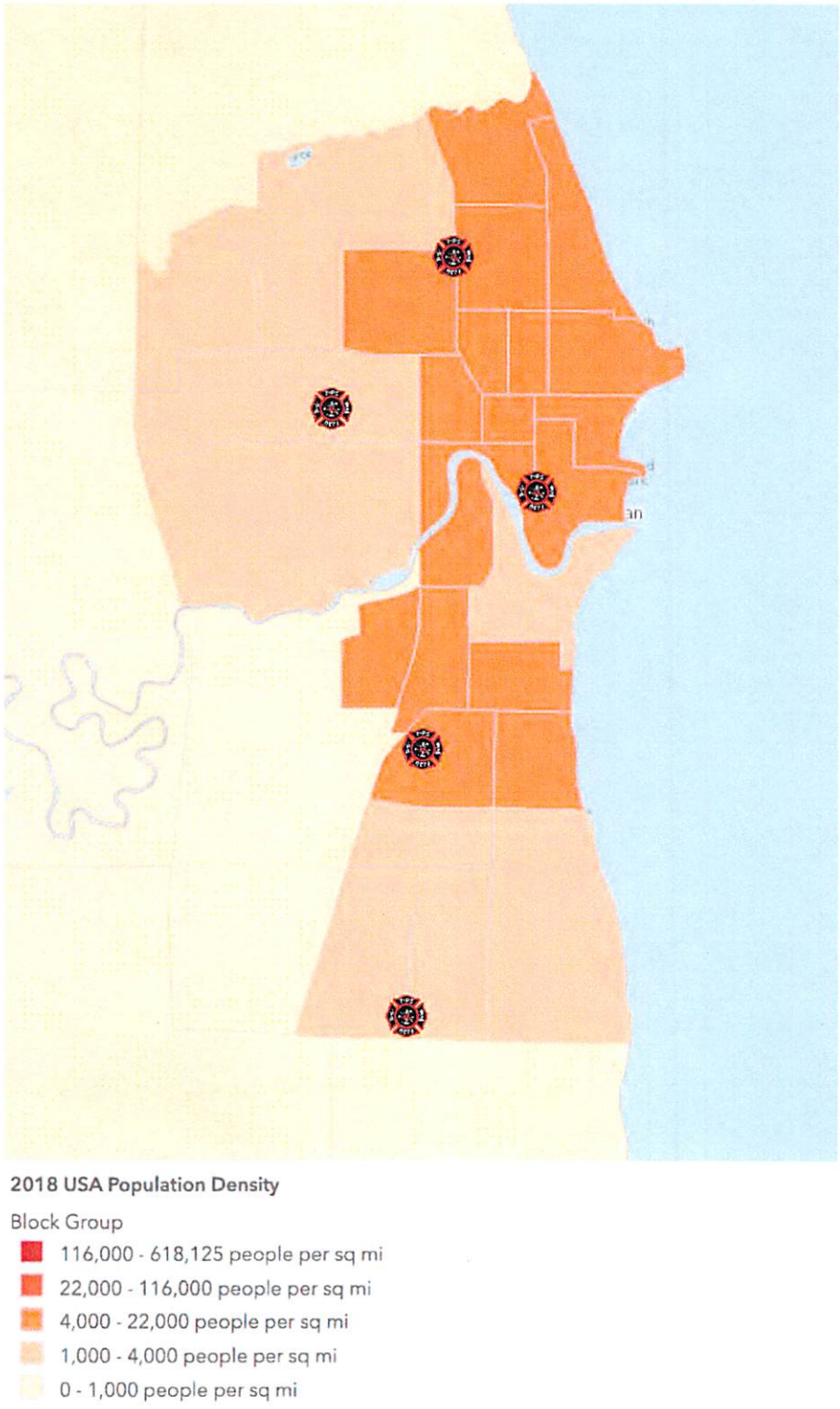
2018 USA Median Age

Block Group

- 53 - 86 years of age
- 45 - 53 years of age
- 36 - 45 years of age
- 28 - 36 years of age
- 0 - 28 years of age

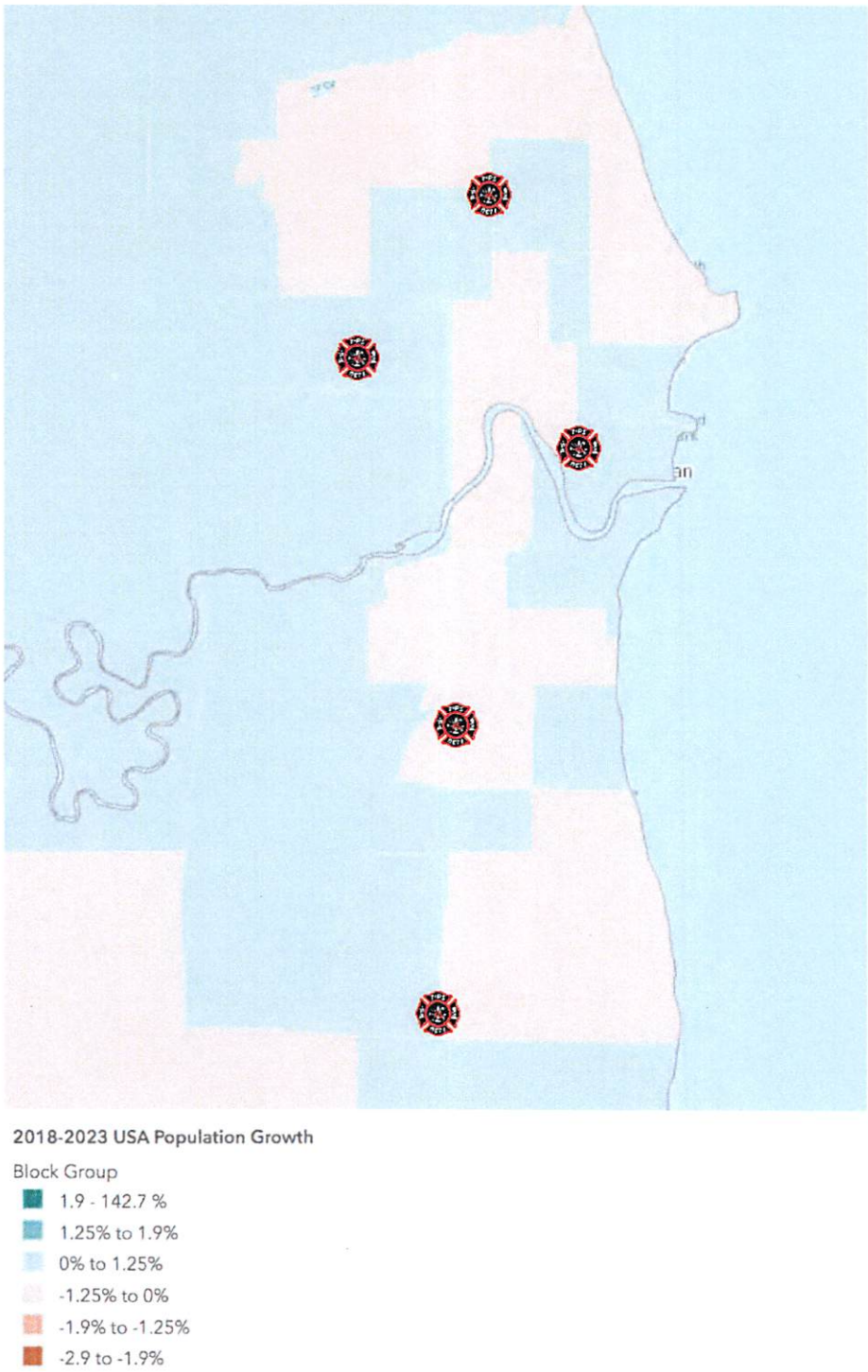
For the majority of the jurisdiction, the population density is urban or suburban.

Figure 73: Population Density by Census Block - 2018



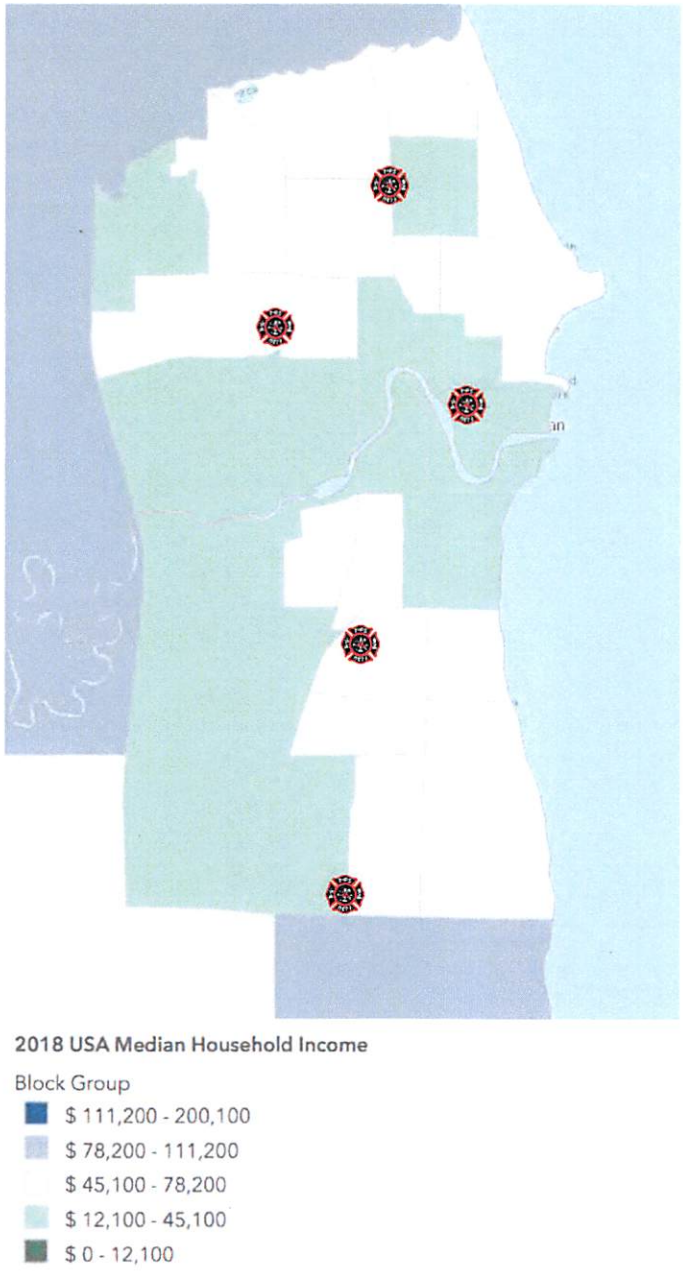
The population change is either holding static or reducing by 1.25% or growing slowly between 0 and 1.25%. Overall, the projected changes to population should be relatively stable.

Figure 74: Annual Population Change 2018-2023



Finally, population alone is not the sole variable that influences the demand for services as socioeconomic and demographic factors have greater influence over demand. The median household income was evaluated to determine the degree to which the community had underprivileged populations. The majority of census blocks were at or below the national median household income. The national median household income is reported at $58,100.

Figure 75: Median Household Income -2018



Risk analyses

Occupancy Level Risk

Occupancy risk was evaluated across the jurisdiction utilizing the most recent ISO batch reports. The ISO Batch report provided specific building occupancy information for the needed fire flow, the number of stories, location, and square footage. Ultimately, a quantifiable risk-rating matrix was developed that categorized 940 occupancies within the jurisdiction into high, moderate, and low risks. The risk matrix is presented in Table 8 below.

Due to the relatively higher demands for personnel and apparatus required for fire events that have a large square footage, higher elevation (stories), and greater water demands, the risks garnished the highest numeric values. The results of the risk assessment process categorized the 940 occupancies into 21 high-risk structures, 566 moderate structures, and 353 low risk structures.

Geospatial analyses were completed to map the locations of each of the commercial occupancies included in the risk matrix process and specifically overlaid within each of the fire station locations. This analysis lends validity to the risk assessment matrix and the process utilized by the Department as the concentration of risks is correlated with the historical demand for fire related services. The results of the geospatial analyses of all, high, moderate, and low risk structures are presented below as Figures 28 - 30, respectively. From a broad perspective, this provides validation to the risk assessment process developed with the Department as well as the necessary deployment strategy to cover the historical demand for services.

Table 31: Summary of Occupancy Risk Matrix

Risk Class	Fire Flow		Number of Stories		Square Footage		Total Risk Score
	Value	Scale	Value	Scale	Value	Scale	Scale
High	5	≥ 1500 gpm	5	≥ 4	5	>=100k Sq. Ft.	≥ 13
Moderate	3	> 499 and < 1500 gpm	3	> 1 and < 4	3	> 10k < 100k Sq. Ft.	>6 and <12
Low	1	≤ 499 gpm	1	1	1	< 10k Sq. Ft.	≤ 5

Figure 76: High Risk Occupancies by Station Demand Zone

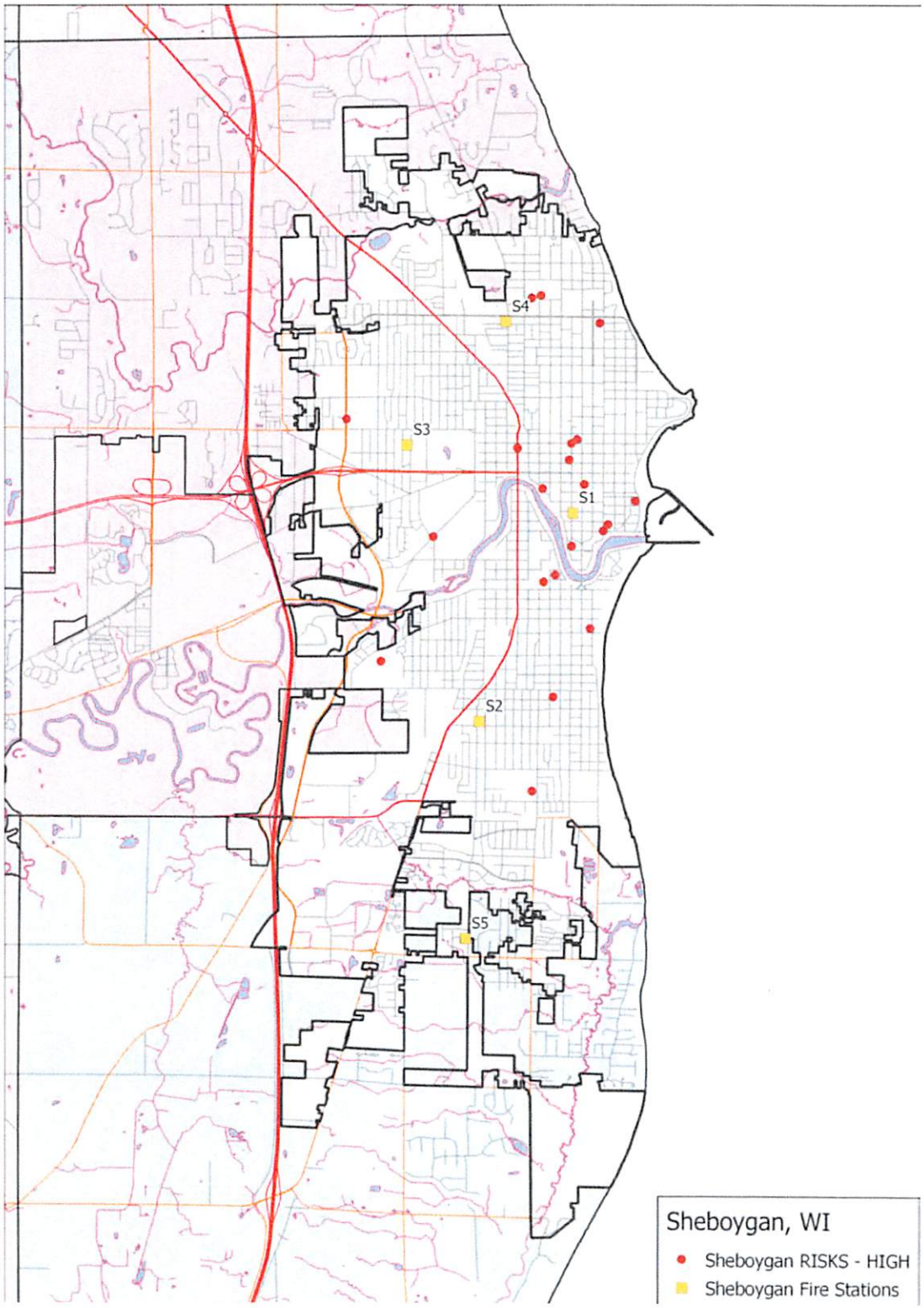


Figure 77: Moderate Risk Occupancies by Station Demand Zone

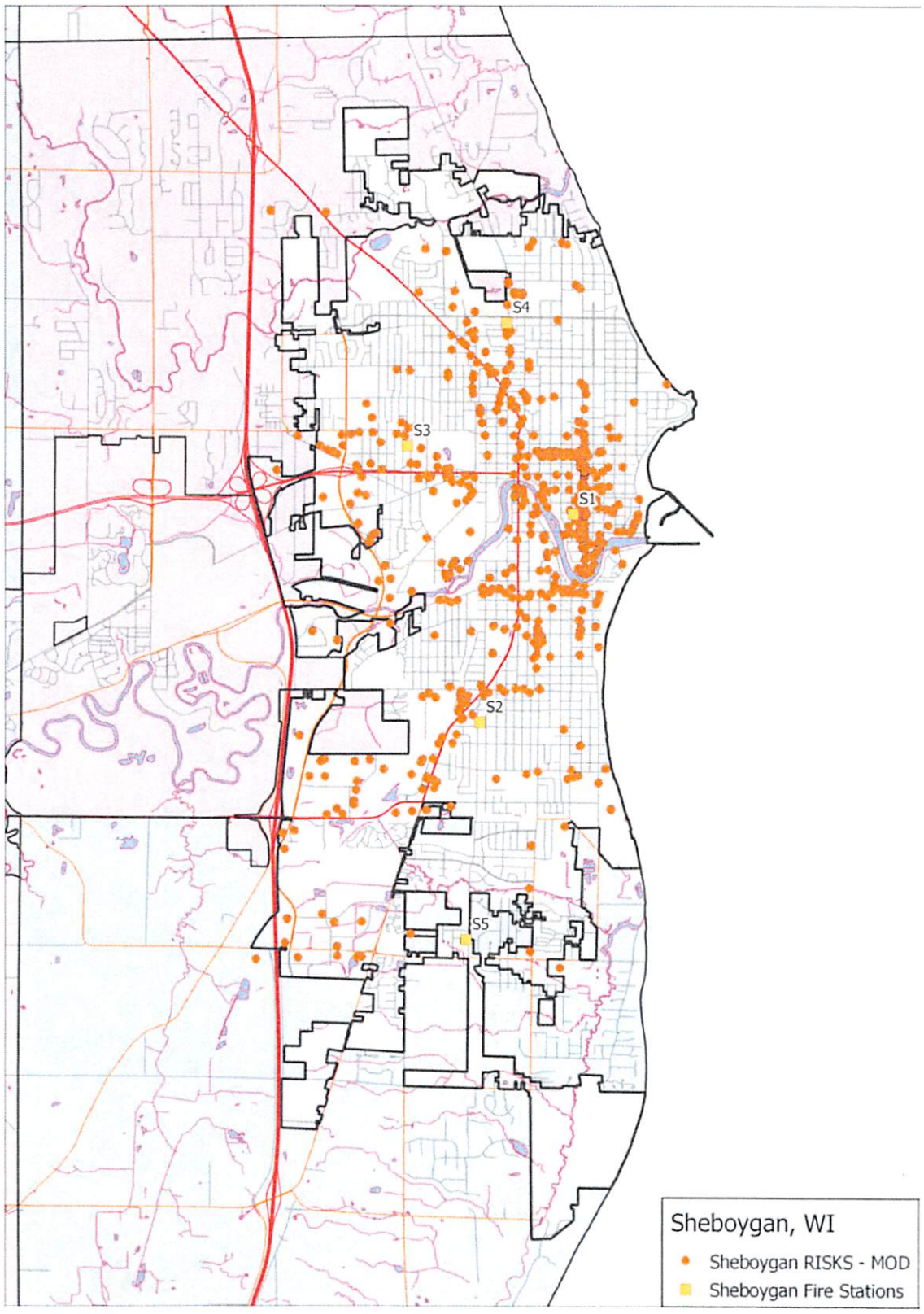
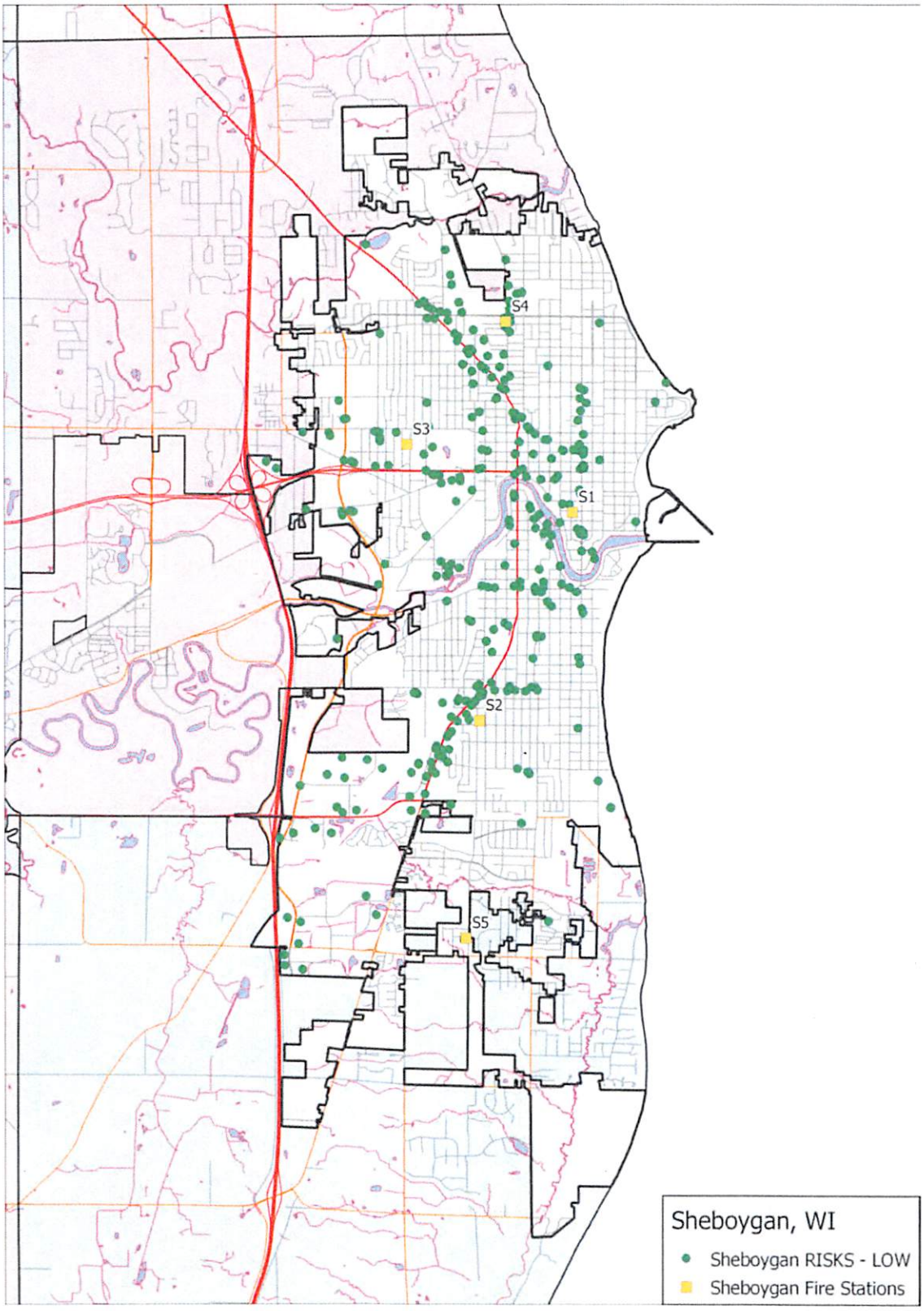


Figure 78: Low Risk Occupancies by Station Demand Zone



Concentration of Risks by Demand Zone

Analyses were conducted to describe and measure the relative concentration of risks in each of the fire station demand zones. Therefore, a station demand zone risk matrix was developed to quantitatively evaluate the relative risk by including measures for the frequency of moderate and high risk occupancies in each fire demand zone that are directly correlated to the necessity of higher concentrations of resources. In addition, several measures that both serves the distribution aspect of the risk evaluation, but also contributes to the need for higher concentrations of resources. For example, a higher call volume may serve to drive the need for additional resources to cover the community's demand.

The variables included in the risk matrix are the demand for services for each station demand zone, the number of high and moderate-risk occupancies, and the impact of simultaneous events in each station demand zone. All measures were weighted equally, however, two variables have surrogate relationships with historical community demands and one variable is dedicated to prospective occupancy risk. Community demands were rated more heavily in an effort to provide a realistic balance between the risk potential with historical experience. The risk tool and the scoring template are provided below.

Table 32: Station Demand Zone Risk Concentration Matrix

Station FDZ	Community Demand	Call Concurrency	High/Moderate Risk Occupancies	Total risk Score	Risk Rating
1	8	5	6	49.01	High
2	6	3	3	19.09	Moderate
3	7	4	3	26.16	Moderate
4	2	3	2	6.63	Low
5	2	3	1	4.95	Low

Overall, the risk assessment identified that Stations 1 is a high-risk station and Stations 2 and 3 are moderate risk stations. The remaining stations was categorized as lower risk. This would indicate that Station 1 should have a higher concentration of resources than the lower risk stations.

Table 33: Summary of Station Fire Demand Zone Risk Concentration Matrix

Risk Class	Community Demand (D)		Call Concurrency (C)		High/Moderate Risk Occupancies (R)		Total Risk Score
	Value	Scale (Calls)	Value	Scale (%)	Value	Scale (Occupancies)	$\sqrt{\frac{(CD)^2+(CR)^2+(RD)^2)}{2}}$
Maximum	≥10	≥4,050	≥10	≥ 27	≥10	≥500	≥72
High	7 – 9	≥ 2,700 and < 4,049	7	≥ 18 and < 27	7 to 9	≥ 300 and <449	≥ 39.35 and < 72
Moderate	4 to 6	≥ 1,350 and < 2,700	5	≥ 9 and < 18	4 to 6	≥ 150 and < 300	≥ 16.49 and < 39.35
Low	1 to 3	< 1,350	1	<9	1 to 3	< 150	< 16.49

** Definitions for Occupancy Risk Type were provided as part of the full risk assessment previously.*

These analyses result in a three-dimensional model that illustrates the representativeness of each of the variables as they contribute to each station's risk profile. For example, one station may score heavily in potential risk and have moderate or low demand for services and another station may have little potential risk but have high demand and call concurrency that drives the necessity for a greater concentration of resources.

Graphic representations of the three axis risk matrices are provided below. When reviewing these radar figures, the larger the shaded area, the greater the risk. In addition, each axis is labeled so that the reader can determine the relationship between the risk drivers for each station area.

Figure 79: Station 1 Risk Profile

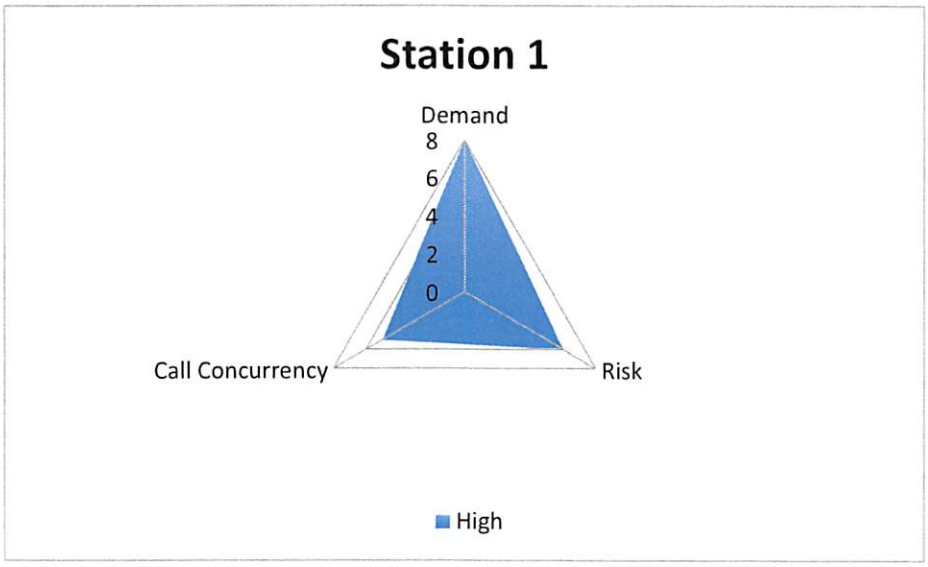


Figure 80: Station 2 Risk Profile

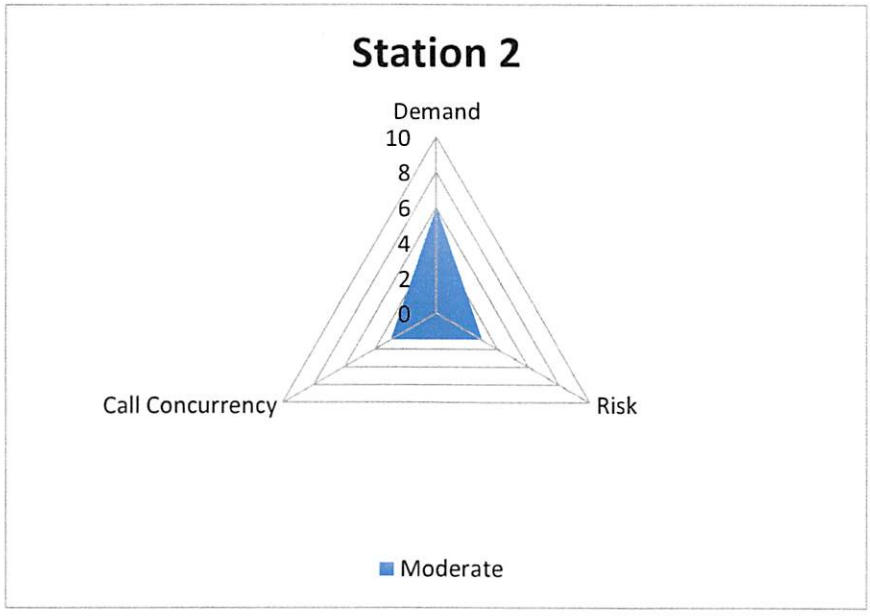


Figure 81: Station 3 Risk Profile

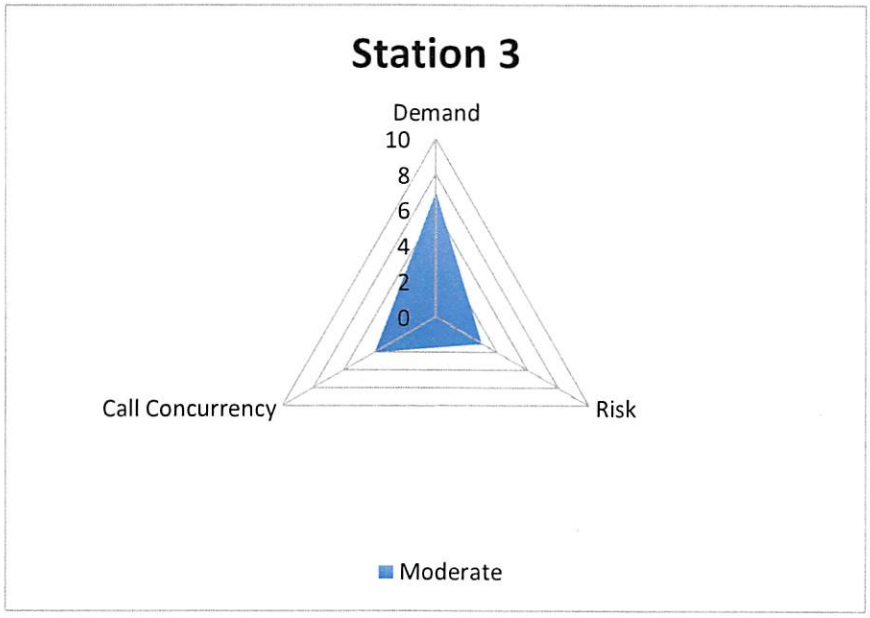


Figure 82: Station 4 Risk Profile

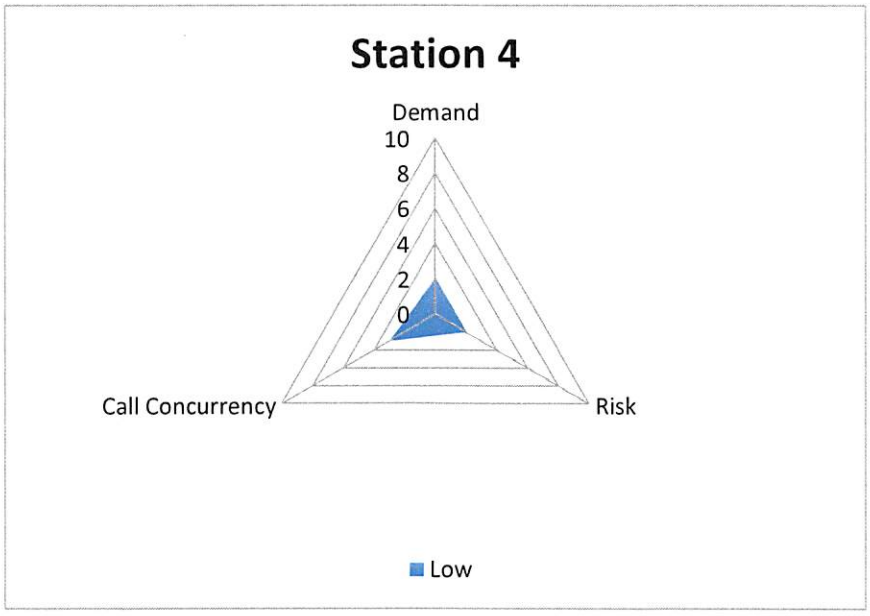
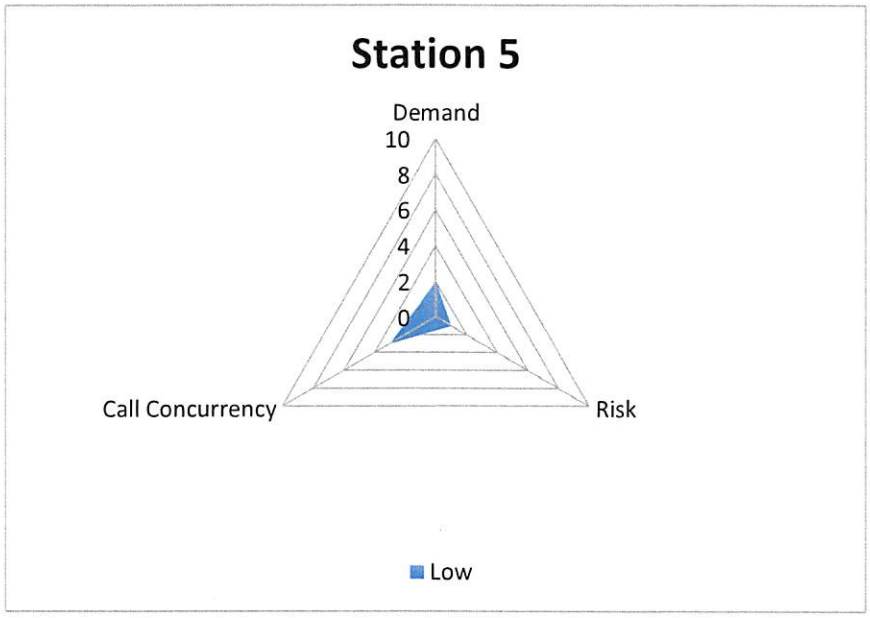


Figure 83: Station 5 Risk Profile



SECTION 5: Percentile Calculations & Purpose in Emergency Services

FITCH

Purpose

Various national groups endorse or mandate the use of percentile/fractile evaluations when assessing public safety departments. These include the National Fire Protection Association (NFPA) as outlined in NFPA 1221[24] and NFPA 1710[25], National Emergency Number Association's Standard NENA 56-005[26], as well as the Center for Public Safety Excellence's Standard of Cover document[27]. The use of 90th, 95th, or even 99th percentile evaluations in fire and EMS services is a best practice in the industry. While many organizations will report performance using 'average response time', the utility of this approach is quite limited. If one assumes a normal distribution of fire or EMS response times, which in reality they are not, then half of the time the response time performance is better than average and half the time the performance is worse. When asking policy makers to establish a performance goal for significant incidents within their community, doing so as a 50/50 proposition does little to reassure the citizen. When framing the performance goal at a 90th percentile, policy makers are ensuring that 9 out of 10 times the performance will be achieved. Because of the nature of public safety events, providing a 100% assurance of performance is both costly for almost all communities and essentially unrealistic.

Performance measurement and benchmarking performance have been consistent themes in public administration for decades. Within fire and EMS services, the most often cited measure is that of response time.[28] Yet problems with "definitional ambiguity" often make comparisons between communities quite challenging.[29] Across the nation, agencies may utilize any number of response time definitions. In fact, the definition technically involves defining a time interval's two endpoints – when the response time clock starts and when it stops. The Figure below highlights the generally utilized timestamps along the response time continuum along with the associated time intervals most often evaluated.

---

[24] National Fire Protection Association. (2016). NFPA 1221: Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems. Quincy, MA: NFPA

[25] National Fire Protection Association. (2016). NFPA 1710: Standard for the Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. Quincy, MA: NFPA

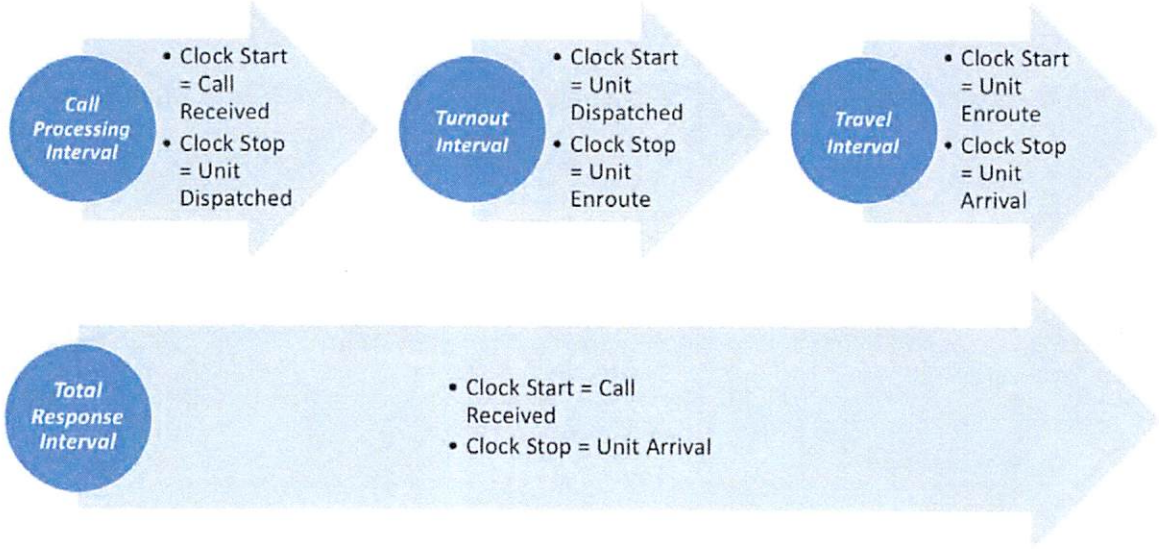
[26] National Emergency Number Association. (2006). NENA 56-005 Call Answering Standard/Model Recommendation.

[27] Center for Public Safety Excellence. (2016). Community Risk Assessment: Standards of Cover, 6th Edition. Chantilly, VA: CPSE.

[28] Flynn, J. D. (2009). *Fire Service Performance Measures*. National Fire Protection Association. Quincy, MA:

[29] Moeller, B. (2001). *Measuring performance in the public sector: An examination of benchmarking paramedic response times.* (Doctor of Philosophy PhD), Florida Atlantic University.

Figure 84: Response Time Components & Intervals



A comprehensive analysis of response time is best accomplished by assessing both the average and percentage performance for each component of response time. These intervals, and their associated timestamps are defined below.

Figure 85: Response Time Continuum & Associated Intervals with Timestamps

Interval Name	Clock Start Timestamp	Clock Stop Timestamp
Call Processing Interval	Call Received	Units Dispatched
Turnout Interval	Unit Dispatched	Unit Enroute
Travel Time Interval	Unit Enroute	Unit Arrived
Total Response Interval	Call Received	Unit Arrived

In practice, the ability to accurately evaluate any response time interval is dependent on a number of factors. The first timestamp within the computer-aided dispatch (CAD) system may reflect any number of discrete events – the time the 911 call was received, the first keystroke of a call-taker filling out the incident form, the geo-validation of the incident address, or other timestamps depending on the specific 911 phone system and/or CAD system in use. In addition, the failure of a dispatcher or first responder to accurately report or record their activity may also impact the timestamps available upon which to calculate a specific response time interval. Since each interval is calculated separately, as defined above, both the start and stop timestamps must be available. When a timestamp is missing, as is often the case in a small number of CAD records, then that specific record is not included in the assessment of the average or fractile (e.g. 90^{th}) percentile calculation. The failure to include these small number of records is not significant in most cases as it is assumed the missing timestamp was the result of random error.

Definition of Percentile

An important consideration in any significant data analysis involves the count and/or percentage of records you have available for analysis. As data sets grows larger, any differences in the following methods tend to disappear. For example, if you had 1,000 records to analyze, then the top ten percent would consist of 100 records. Therefore, the probability that values would be clustered around the 90th percentile would be quite high, and any differences in the output from various methods would be minor. If evaluating a data set of 10,000 records, any differences would be even smaller and likely irrelevant. There are several methods which can be used to calculate a percentile. The following discussion highlights a few of the commonly used approaches.

Rank Order:

The value under which 'X' percent of the data fall. If using a set of 100 records, the 90th percentile would be the value under which 90 percent of all the data fall. In the example of 100 records, it would be the 91st value when sorted in rank order. In a data set of 10, it would be the 9th value.

Interpolation:

This method is based on linear interpolation and is used when the percentile sought is not necessarily a whole number. For example, the 90th percentile in a set of 100 records sorted in rank order is 90. We know that because we multiply the desired percentile (e.g. 90th) by the number of records in the data set. However, if we needed to find the 90th percentile with a set of only 25 records sorted in rank order, then we would multiply 25 by 0.9, which would result in a value of 22.5. There may be no value of 22.5, so we would need to either round up or round down depending on the adjacent values to 22.5.

A more precise method is easily obtained through the use of Microsoft Excel or other statistical software. A more robust discussion for calculating interpolated percentiles can be found from a variety of sources should the reader desire. An expanded discussion can also be found from The Center for Public Safety Excellence.[30]

Regardless of the program you use, document the formula you use and, if possible, be prepared to explain its operation. However, the most important issue is to be consistent in the method utilized and document it's approach so that you can do it the same way each time and communicate these methods to your backup and successor.

Example

In the Figure below is a small set of 10 CAD records reflecting the calculated values for Call Processing, Turnout, Travel and Total Response Time Intervals.

---

[30] Derived from The Center for Public Safety Excellence (2016). Community Risk Assessment: Standard of Cover, 6th Edition. Author: Chantilly, VA. pp. 85-87.

Figure 86: Example of 10 CAD Records & Response Time Intervals

Call #	Call-Processing Time	Turnout Time	Travel Time	Total Response Time
2018-0001	1	2	4	7
2018-0002	2	3	6	11
2018-0003	3	1	8	12
2018-0004	2	3	7	12
2018-0005	1	1	5	7
2018-0006	1	2	6	9
2018-0007	2	1	3	6
2018-0008	3	3	4	10
2018-0009	2	1	7	10
2018-0010	1	2	5	8

We then take these same time intervals – by each category – and sort them in rank order in ascending fashion, as reflected in the Figure below. The highlighted cells reflect the 9th out of 10 values for each response time interval. Of particular note is that when examining all the 90th rank order values below, the Total Response Time does not equal the sum of the sub-components within the same row, that is Call Processing, Turnout and Travel times. The reason for this unexpected finding is that as reflected in the full CAD records above, there are some incident times where there is a slow turnout time on the same call where there is a shorter travel time. In another incident, the opposite may be true. Since each response time interval is calculated separately based on the definition defined earlier, the 90th percentiles often will not sum exactly to the Total Response Time.

Figure 87: Response Time Intervals in Rank Order

Call-Processing Time	Turnout Time	Travel Time	Total Response Time
1	1	3	6
1	1	4	7
1	1	4	7
1	1	5	8
2	2	5	9
2	2	6	10
2	2	6	10
2	3	7	11
3	3	7	12
3	3	8	12

The Figure below reflects the results of Average and 90th percentile calculations for the CAD records above. Both the rank order and interpolated 90th percentile (calculated with Microsoft Excel) are shown. In this small data set, note the difference (highlighted) in Travel Time depending on the method used for the calculation.

Figure 88: Response Time Calculations on Small Data Set

Method	Call-Processing Time	Turnout Time	Travel Time	Total Response Time
Average (Mean)	1.8	1.9	5.5	9.2
90th Rank Order Percentile	3.0	3.0	7.0	12.0
90th Percentile.exc (Excel)	3.0	3.0	7.9	12.0

www.fitchassoc.com

II

Other Matters.

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

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

_____
City Clerk

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

No.	Name	Address
5457	Batt, Hollie L.	N4117 Van Treeck Trail, Sheboygan Falls
2500	Bergin, Dustin J.	1814 S. 14th Street
2504	Champeau, Kayla A.	1605 N. 17th 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. 21st Street
9421	Rowe, Cole M.	1643A N. 3rd Street
9829	Schroeder, Kathleen A.	2209 N. 11th Street
2501	Sodari, Karna B.	916 Mulberry Lane, Kohler
7996	Thorn, Erin B.	2513 Wedemeyer Street
2498	Vallejo, Maria V.	617 Huron Avenue
1921	Watts, Kennedi K.	3515 N. 10th Street Apt. 821
2496	Wondra, Erica J.	2128 S. 12th Street

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

No.	Name	Address
1132	Mitchell, Daniel H.	909 Ontario Avenue Apt. D15

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

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

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

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

LHPS

MASSAGE ESTABLISHMENT (Renew) (December 31, 2019)

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

III

Other Matters

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

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 Superintendant 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

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

PROPERTY SOLUTIONS CONTRACTING, LLC

BY: _____
Andrew Novak, President

ATTEST: _____

DATE: _____