

## **\*\*\*ATTACHMENTS\*\*\***

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**CITY OF SHEBOYGAN**  
**ELEVENTH REGULAR COMMON COUNCIL MEETING**

**Tuesday, September 4, 2018**

**ALDERPERSONS PRESENT:**

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

**ALDERPERSONS ABSENT AND EXCUSED:**

Rosemarie Trester and Mary Lynne Donohue - 2.

**Meeting called to order at 6:00 P.M.**

**1. OPENING OF MEETING**

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES

Motion by Todd Wolf, second by Markus Savaglio.

Final Resolution: Motion Passes

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

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

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

**2. CONSENT AGENDA**

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

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

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

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.2 R. O. No. 106-18-19 by City Clerk granting various license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.3 R. O. No. 107-18-19 by Sheboygan Transit Commission to whom was referred Res. No. 79-18-19 by Alderpersons Wolf, Donohue and Rindfleisch supporting Shoreline Metro's application for a State of Wisconsin Volkswagen Mitigation Program Grant to purchase transit vehicles; recommends approving the Resolution. ACCEPT AND FILE AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND FILE AND PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.4 Res. No. 85-18-19 by Alderperson Sorenson directing a public hearing to be held in connection with amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Employment to Class Multi-Family Residential Classification. PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.5 Res. No. 86-18-19 by Alderperson Sorenson directing a public hearing to be held in connection with a change of the City's Official Zoning Map for property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Urban Industrial (UI) to Class Urban Residential (UR-12). PASS RESOLUTION

Resolution: MOTION TO PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.6 R. C. No. 113-18-19 by Public Works Committee to whom was referred R. O. No. 94-18-19 by Director of Public Works submitting an analysis of the City of Sheboygan's curbside garbage and recycling collection system for the potential to convert to an automated "garbage cart system"; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.7 R. C. No. 114-18-19 by Public Works Committee to whom was referred R. O. No. 103-18-19 by City Clerk submitting a communication from Matt Wierzbach regarding parking during the Para World Sailing Championships; recommends to file the document and approve the Resolution granting the request. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.8 R. C. No. 115-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 105-18-19 by City Clerk submitting various license applications; recommends granting the license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.9 R. C. No. 116-18-19 by Finance and Personnel Committee to whom was referred Res. No. 72-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City Officials to execute Ground Lease Amendment No. 1 between the City of Sheboygan and PAJA Properties, LLC to include additional City-owned land; recommends approving the Resolution as amended. ACCEPT AND ADOPT AND PASS RESOLUTION AS AMENDED

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION AS AMENDED

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.10 R. C. No. 117-18-19 by Finance and Personnel Committee to whom was referred Res. No. 73-18-19 by Alderpersons Rindfleisch and Bohren authorizing the sale of City-owned property to Glacial Lakes Conservancy, Inc.; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 7.

Abstain: Rose Phillips - 1.

2.11 R. C. No. 118-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 74-18-19 by Alderperson Donohue authorizing application for the 2018 Justice Assistance Grant Program Award (Local Solicitation) and entering into a Memorandum of Understanding with Sheboygan County; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.12 R. C. No. 119-18-19 by Public Works Committee to whom was referred Res. No. 75-18-19 by Alderpersons Wolf and Sorenson authorizing executing an easement for a mini-storm sewer (Berken); recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker,

Rose Phillips, Trey Mitchell - 8.

2.13 R. C. No. 120-18-19 by Public Works Committee to whom was referred Res. No. 76-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into contract with Vortex International Inc. of Montreal Canada, through a cooperative purchasing agreement with National Purchasing Partners (NPP), for the purposes of purchasing and installing a 58 feet five inch by 41 feet seven inch splash pad facility in Optimist Park; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.14 R. C. No. 121-18-19 by Public Works Committee to whom was referred Res. No. 77-18-19 by Alderperson Wolf authorizing the acceptance and signing of a sanitary sewer easement across the future Fairfield Inn property located on South Taylor Drive; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.15 R. C. No. 122-18-19 by Public Works Committee to whom was referred Res. No. 78-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract with Pipetek Infrastructure Services in the amount of \$97,156.00, for Capital Improvement Televising; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.16 R. C. No. 123-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred DIRECT REFERRAL Res. No. 81-18-19 by Alderperson Donohue authorizing the Sheboygan Fire Department to enter into a Right of Entry and Release Agreement with Wisconsin Power and Light Company regarding rescue training to be conducted at Wisconsin Power and Light Company's facility at Edgewater Generating Station; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.17 R. C. No. 124-18-19 by Public Works Committee to whom was referred Gen. Ord. No. 13-18-19 by Alderperson Wolf repealing Gen. Ord. No. 42-17-18 and creating new parking restrictions permitting parking on N. 9th Street from Pershing Avenue north; recommends approving the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

2.18 R. C. No. 125-18-19 by Public Works Committee to whom was referred Gen. Ord. No. 14-18-19 by Alderperson Wolf relating to parking restrictions on the south side of Martin Avenue east of North 22nd Street; recommends approving the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

### 3. REPORTS OF OFFICERS

3.1 R. O. No. 108-18-19 by City Clerk submitting an application from Green Street Development Group, LLC for a change in the zoning classification of property located at 1436 South 15th Street from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification. REFER TO CITY PLAN COMMISSION

3.2 R. O. No. 109-18-19 by City Clerk submitting a communication from Rohde Dales asking for the City to consider extending the financial deadlines of the Armory Community Project. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.3 R. O. No. 110-18-19 by City Clerk submitting a pending claim from Sperling Law Offices LLC for alleged damages and injuries to their client, Vicki Vugrinovich, when she was involved in a collision with a Shoreline Metro bus. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.4 R. O. No. 111-18-19 by City Clerk submitting a communication from Matthew Lueck requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

3.5 R. O. No. 112-18-19 by City Clerk submitting a communication from Scott Ramone Goines Jr. requesting a waiver from the Sex Offender Residency requirements in order to reside at 2105 South 10th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

### 4. RESOLUTIONS

4.1 Res. No. 87-18-19 by Alderpersons Wolf and Donohue authorizing the purchase of 908 Michigan Avenue by the City. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Todd Wolf, second by Ron Rindfleisch.

Final Resolution: Motion Passes

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

4.2 Res. No. 88-18-19 by Alderpersons Donohue and Wolf officially recognizing the Historic Grant Neighborhood Association. LAYS OVER

4.3 Res. No. 89-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (CDBG). REFER TO FINANCE AND PERSONNEL COMMITTEE

4.4 Res. No. 90-18-19 by Alderpersons Rindfleisch and Bohren adopting certain changes to the City's

Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2019 coverage and establishing the monthly premium equivalent rates effective for January 2019 coverage and thereafter. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.5 Res. No. 91-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (Fire Fighting Supplies). REFER TO FINANCE AND PERSONNEL COMMITTEE

4.6 Res. No. 92-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into a five-year agreement for the provision of professional management services and operation of the Harbor Centre Marina. REFER TO PUBLIC WORKS COMMITTEE

4.7 Res. No. 93-18-19 by Alderperson Wolf extending the special charge for residential garbage and refuse disposal services provided by the City. REFER TO PUBLIC WORKS COMMITTEE

4.8 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. REFER TO FINANCE AND PERSONNEL COMMITTEE, PUBLIC WORKS COMMITTEE, AND LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

## 5. REPORT OF COMMITTEES

5.1 R. C. No. 126-18-19 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 80-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with Racetrack Road, LLC; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Rose Phillips, Trey Mitchell - 7.

Nay: Markus Savaglio - 1.

5.2 R. C. No. 127-18-19 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 82-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (TID 19 and City Hall Renovations); recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

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

5.3 R. C. No. 128-18-19 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 83-18-19 by Alderpersons Rindfleisch and Bohren authorizing entering into a Development Agreement with Water's Edge Development of Sheboygan, LLC; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 7.

Nay: Rose Phillips - 1.

## **6. GENERAL ORDINANCE**

6.1 Gen. Ord. No. 15-18-19 by Alderperson Sorenson amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Employment to Class Multi-Family Residential Classification. REFER TO CITY PLAN COMMISSION

6.2 Gen. Ord. No. 16-18-19 by Alderperson Sorenson amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification. REFER TO CITY PLAN COMMISSION

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

7.1 R. O. No. 113-18-19 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

7.2 Res. No. 95-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase and installation of new baseball park lighting for the Wildwood/Sheboygan A's Mary Testwuide Knauf Baseball Park complex on a cost share basis with the Sheboygan A's baseball organization. REFER TO PUBLIC WORKS COMMITTEE

## **8. ADJOURN MEETING**

### **8.1 Motion to Adjourn**

MOTION TO ADJOURN at 6:50 p.m.

Motion by Todd Wolf, second by Jim Bohren.

Final Resolution: Motion Passes

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

Generated by City Clerk Meredith DeBruin on Wednesday, September 5, 2018



September 10, 2018

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

**MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET**

<u>Name</u>	<u>Appointed</u>	<u>Expires</u>
Paul Aparicio (Historic Grant Neighborhood Primary)	09/17/18	04/15/19
CJ Grace (Historic Grant Neighborhood Alternate)	09/17/18	04/15/19

  
MICHAEL J. VANDERSTEEN, MAYOR

*Pay over*

OFFICE OF MAYOR

CITY HALL  
828 CENTER AVE., SUITE 301  
SHEBOYGAN, WI  
53081-4495

920/459-3317  
FAX 920/459-0256

**DeBruin, Meredith**

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**From:** Smith, Mark <MarkSmith@alliantenergy.com>  
**Sent:** Wednesday, September 5, 2018 10:24 AM  
**To:** Mayor Vandersteen; DeBruin, Meredith; •todd.wolf@sheboyganwi.gov  
**Cc:** Trueblood, Joe  
**Subject:** Board of Water Commissioners  
**Attachments:** Mark Smith, Resume.doc

Mayor Vandersteen, President Wolf, and Ms. DeBruin,

I'm writing to express my interest in the open seat on the water utility's Board of Water Commissioners.

I've been serving on the water utility Board since late 2017. I believe that my experience in utilities and utility finance have been helpful to the Water Utility during this time. The insights I personally have gained while serving with Joe and the Board have absolutely been valuable in my role as Maintenance Manager at the Edgewater Generating Station for Alliant Energy.

I'm looking forward to contributing to the utility's ongoing maintenance and operations and to our future capital improvements, such as abatement of lead laterals, building out the infrastructure for our SouthPointe industrial park, supporting the new Innovation District, and other strategic initiatives that will contribute to our community's long-term vitality.

I've attached a copy of my professional resume; this details my interest and experience with life-critical utility services (electricity and water) and my interest in and involvement with our community (Lakeshore Technical College, Project GRILL, the Sheboygan County Master Gardeners, the Sheboygan County Chamber of Commerce, and of course the Sheboygan water Utility.)

Thank you for your consideration.

Mark Smith

4207 Sommer Drive  
Sheboygan, WI 53081

**Mark Jeffrey Smith**  
<http://www.linkedin.com/markjeffreysmith>

(920) 207-1578  
[markmaureena@yahoo.com](mailto:markmaureena@yahoo.com)

## Professional Summary

- Top-flight, progressive, plant maintenance professional and project manager focused on industrial construction, maintenance, engineering, operations, trouble-shooting, reliability, and continuous improvement.
- Visionary leader, highly organized strategist, performance-driven decision-maker, effective negotiator, problem-solver, team builder, and recognized motivator. Excellent communicator, able to integrate management, operations, maintenance, and engineering goals, calm and effective in time-sensitive situations, possessing well-developed computer skills.

## Experience

Alliant Energy, Edgewater Generating Station, Sheboygan WI

Maintenance Manager

2012 - Present

- Manage maintenance and stores functions for the Edgewater Generating Station, a \$1.5B US asset, recognized in 2017 as world's best coal-fired power plant.
- My role: to make safe, clean, reliable, cost-effective electricity with my team. Current initiatives include: outage management, project management, succession planning, coaching / mentoring / team development, and managing our programs such as ASME R-Stamp, ASME B31.1, ASME Section IX, National Board BPVC, AWS D1.1, NDE (VT, MT, and PT), Preventative Maintenance, Predictive Maintenance, planning / scheduling, and inventory control. Manage a number of maintenance-related projects. Represent industry interests as a member of several Lakeshore Technical College advisory boards.
- Responsibilities include planning, leading, organizing, directing, and implementing maintenance activities in a safe and environmentally conscious manner with a keen focus on continually improving our competitive position and profitability. I directly participate in developing and implementing performance goals and objectives, O&M and capital budgets, outage plans, strategic operating plans, and capital project management. I also handle all related management duties, including budgeting, hiring, firing, performance evaluations, work coordination and scheduling, discipline, salary recommendations, leadership, coaching, counseling, mentoring, employee training and development, and grievance resolution for the plant's maintenance and stores groups.
- Results under my watch to date include: 1 Lost Time Injury, Commercial Availability Factor improved 7.6%, Forced Outage Rate improved 37.5%, managing up to 27 capital projects valued at \$3.4M US annually while consistently exceeding production and environmental targets. Reduced inventory value by 4% in 2015 alone. Our team received the 2013 Sheboygan County Chamber of Commerce "Safety Leadership" and *Power Magazine's* 2017 coal-fired power plant of the year awards.

Northern Michigan University, Marquette MI

Adjunct Instructor

2011

- Industrial Maintenance, IM 110, Precision Measurement and Fabrication
- Engineering Technology, IT 265, Total Productive Maintenance

We Energies, Presque Isle Power Plant, Marquette MI

Maintenance Supervisor

2000 - 2012

- Managed multiple concurrent overhauls of facility generation units. Responsible for all aspects of project management including: priorities, scope, schedule, resource planning, plan and assign work, manage quality and performance, safety, productivity, environmental compliance, reporting, and annual budgets to \$4.8M.
- Led multiple crews of plant technicians. Responsible for crew morale, safety, work quality, coaching, discipline, personnel development, training, and team building.
- Decreased crews' absenteeism rate 10%, total injuries to 0 annually, improved group morale 48%.
- Led welding program, welders, and weld inspectors as plant's Welding

Coordinator, QA/QC Coordinator, and AWS Certified Weld Inspector.

- Led PM/PdM program and technicians as Condition-Based Maintenance Coordinator.
- “Subject Matter Expert” for Condition Based, Preventative, and Predictive Maintenance.
- Certified Level I in Ultrasound, Thermography, and Machinery Lubrication; certified Level II in Vibration Analysis, and Lubrication Analysis.
- Designed and implemented plant’s Condition Based Maintenance program using Asset Criticality and Failure Mode and Effects Analysis processes.
- Mentored team members, represented and management, in various Preventative and Predictive Maintenance, welding, weld inspection, plant maintenance, and business processes.
- “Subject Matter Expert” for SAP’s Preventative Maintenance module.
- Designed and implemented, with my team, a Strategic Sourcing process that led to \$1.5M in annual savings across the corporation.
- Initiated and implemented process, material, and schedule improvements leading to an increase of \$675,000 in annual revenue.

Information on additional results in construction management, design engineering, power plant operations, precision machining, light assembly, and pulp and paper is available upon request.

#### **Education**

- Northern Michigan University, Marquette MI      Graduated 2003
- BS, Business Management, Graduated *Magna Cum Laude*
- University of Michigan, Dearborn MI      Graduated 2011
- MBA with finance emphasis, 6.86 (on an 8.0 system) GPA

#### **Academic Honors**

- Northern Michigan University, Marquette MI
- Recognized as one of the “Best in Business” by international honors society, Beta Gamma Sigma, December 2003
  - Received “Management Scholar” award for “Outstanding academic achievement and service to the university,” April 2004
- Lakeshore Technical College, Cleveland WI
- “Educational Leadership Award,” May 2016

#### **Professional Interests and Affiliations**

- Current Secretary, Sheboygan Water Utility’s Board of Water Commissioners
- Active member and Past Chair, Sheboygan County Chamber of Commerce’s Business Advocacy Committee
- Member of the Board, Sheboygan County Chamber of Commerce
- Active member and Past Chair, Welding Program Advisory Committee, Lakeshore Technical College
- Active member, Industrial Maintenance Apprenticeship Advisory Committee, Lakeshore Technical College
- Active member, American Society of Mechanical Engineers
- Active member, American Welding Society
- Past Industry Chair, Northern Michigan University’s Industrial Maintenance and Welding Advisory Committee
- Past Chair, American Society for Testing and Materials, C-16.31 subcommittee

II

R. O. No. \_\_\_\_\_ - 18 - 19. By BOARD OF WATER COMMISSIONERS.  
September 17, 2018.

**To the Honorable, the Mayor and Common Council:**

Transmitting the approved 2019 budget for the Sheboygan Water Utility.

BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Mark J. Smith, Secretary



Raymond W. Haen, Member

Attachment

Consent

# **2019 Sheboygan Water Utility Budget**

(approved August 20, 2018)

**Sheboygan Board of Water Commissioners**

**72 Park Avenue**

**Sheboygan, WI 53081**

**WI PSC Utility No. 5370**



## Sheboygan Board of Water Commissioners

Sheboygan Water Utility  
WI PSC Utility No. 5370  
72 Park Avenue  
Sheboygan, Wisconsin

### 2019 Budget

Budget provides for annual investment of **\$11,385,372** in all phases of Water Utility operations.

#### Revenues

Budgeted annual revenue total for 2019	<b><u>\$9,781,000</u></b>
Estimated annual revenue total as of December 31, 2018	<b><u>\$9,053,320</u></b> (1)
Projected revenues for 2019 expected to increase (decrease)	<b><u>\$727,680</u></b>

#### Expenditures

	Estimated 2018	Budget 2018	Budget 2019	Budget Increase (Decrease)	Percent Change
<u>Expenditure by Classification</u>					
Labor	\$1,499,541	\$1,567,500	<b>\$1,610,869</b>	\$43,369	3%
Source of supply expenses	\$18,000	\$18,000	<b>\$18,000</b>	\$0	0%
Pumping expenses	\$526,320	\$571,120	<b>\$572,926</b>	\$1,806	0%
Water treatment expenses	\$562,547	\$643,000	<b>\$691,000</b>	\$48,000	7%
Transmission & distribution expenses	\$239,845	\$543,500	<b>\$378,500</b>	-\$165,000	-30% (5)
Customer accounts expenses	\$58,154	\$61,800	<b>\$68,800</b>	\$7,000	11%
Administrative & general expenses	\$942,506	\$856,000	<b>\$1,072,000</b>	\$216,000	25% (5)
Taxes	\$1,260,477	\$1,334,423	<b>\$1,301,277</b>	-\$33,146	-2%
Capital outlay	\$4,981,819 (4)	\$5,327,000	<b>\$5,337,000</b>	\$10,000	0% (2)
Interest expense on bonds	\$349,228	\$283,686	<b>\$335,000</b>	\$51,314	<u>18%</u> (3)
<b><u>Totals</u></b>	<b><u>\$10,438,437</u></b>	<b><u>\$11,206,029</u></b>	<b><u>\$11,385,372</u></b>	<b><u>\$179,343</u></b>	<b>2%</b>

- 1) Revenue increase of 4.92% authorized by WI PSC effective May 1, 2018.
- 2) Decrease due to Horizon Drive water tower project in 2018.
- 3) Increase due to 2018 water revenue bonds for Horizon Drive water tower.
- 4) Decrease due to lower bid price on Horizon Drive water tower.
- 5) Lead grant revenue and expense were reclassified as non-operating; lead service lateral replacement is funded through a grant from the WDNR.

Investments exceed revenues due to spend-down of remaining bonds, unusual costs for Behrens Parkway water tower, and planned reduction in cash.

Sheboygan's water rates remain among the lowest in the state for class AB utilities serving more than 5,000 customers.



**CASH AND BUDGET SUMMARY**  
**2019**

	Budget 2018	Estimate 2018	Budget 2019
<b><u>REVENUES</u></b>			
<u>Cash Balance January 1 (including bond reserves)</u>	<u>\$6,763,417</u>	<u>\$7,738,200 (1)</u>	<u>\$7,633,748</u>
<u>Current Revenues</u>			
Total sales of water	\$6,695,043	\$6,824,701	\$6,886,000
Other operating revenues (other sales)	\$1,880,066	\$1,828,620	\$1,849,000
Non-operating revenues (including WDNR lead grants)	\$373,581	\$391,000	\$391,000 (2)
Contributions in aid of construction	<u>\$20,000</u>	<u>\$9,000</u>	<u>\$655,000</u>
Total current revenues	<u>\$8,968,689</u>	<u>\$9,053,320</u>	<u>\$9,781,000</u>
Total reserves available	<u>\$15,732,106</u>	<u>\$16,791,520</u>	<u>\$17,414,748</u>
<b><u>EXPENDITURES</u></b>			
<u>Operation &amp; Maintenance</u>			
Source of supply	\$19,500	\$19,500	\$19,500
Pumping	\$715,120	\$669,487	\$718,295
Water treatment	\$1,167,000	\$1,045,498	\$1,212,000
Transmission & distribution maintenance	\$1,018,500	\$676,488	\$863,500 (2)
Customer accounts	\$229,800	\$264,434	\$271,800
Taxes	\$1,334,423	\$1,260,477	\$1,301,277
Administrative & general	<u>\$1,111,000</u>	<u>\$1,171,506</u>	<u>\$1,107,000</u>
Total operation & maintenance expenses	<u>\$5,595,343</u>	<u>\$5,107,390</u>	<u>\$5,493,372</u>
<u>Other Expenditures</u>			
Capital outlay	\$5,327,000	\$4,981,819	\$5,337,000
Safe Drinking Water Loan proceeds	\$0	\$0	\$0
Proceeds from bond issue (including \$ to new bond reserve fund)	-\$2,400,000	-\$2,408,000 (3)	\$0
Debt service (including principal and interest)	\$1,174,184	\$1,476,563	\$1,310,000
Non-operating grant expense	\$0	\$0	\$220,000 (2)
Total other expenditures	<u>\$4,101,184</u>	<u>\$4,050,382</u>	<u>\$6,867,000</u>
Total expenditures	<u>\$9,696,527</u>	<u>\$9,157,772</u>	<u>\$12,360,372</u>
<u>Cash &amp; Receivables Balance -December 31</u>	<u>\$6,035,580</u>	<u>\$7,633,748 (4)</u>	<u>\$5,054,376</u>
(Total reserves - Total expenditures)			

1) Cash reported is actual Jan 1, 2018.

2) Includes \$220,000 non-operating grant revenue due to new lead water service lateral grants. Offset shown as non-operating grant expenditure.

3) Note: additional bond proceeds of \$2,325,000 used to pay off 2007 water revenue bonds.

4) Estimate higher than budget due to higher initial cash position, lower capital outlay, and higher revenues.



# STATEMENT OF ESTIMATED REVENUES

2019

<u>REVENUE SOURCE</u>	<u>Actual</u> <u>2017</u>	<u>Budget</u> <u>2018</u>	<u>Estimate</u> <u>2018</u>	<u>Budget</u> <u>2019</u>
<u>Metered Sales to General Customers (approx. 4,900 million gallons)</u>				
Residential	\$2,187,875	\$2,253,664	\$2,190,000	\$2,200,000
Multi-family	\$233,753	\$254,363	\$253,701	\$254,000
Commercial	\$564,682	\$583,015	\$581,000	\$582,000
Industrial	\$3,690,929	\$3,604,000	\$3,800,000	\$3,850,000
Totals	\$6,677,239	\$6,695,043	\$6,824,701	\$6,886,000
<u>Other Sales to Water Customers</u>				
Private fire protection	\$92,804	\$90,100	\$90,000	\$90,000
Public fire protection (% inc Falls & Kohler)	\$814,895	\$881,920	\$836,620	\$845,000
Sales to public authorities	\$104,699	\$101,760	\$102,000	\$104,000
Sales to Sheboygan Falls & Kohler	\$794,572	\$806,286	\$800,000	\$810,000
Sales to irrigation customers	\$0	\$0	\$0	\$0
Miscellaneous sales	\$0	\$0	\$0	\$0
Totals	\$1,806,970	\$1,880,066	\$1,828,620	\$1,849,000
<u>Other Revenues</u>				
Late payment charges	\$56,491	\$38,000	\$40,000	\$42,000
Miscellaneous sales	\$50,544	\$36,000	\$38,000	\$45,000
Rental income from Georgia Ave	\$22,138	\$22,581	\$22,000	\$23,000
Billing & collecting charge to City	\$32,504	\$37,000	\$70,000 (2)	\$40,000
Grant revenues - restricted (other billing & collecting costs accounted for by expense reduction)	\$198,036	\$220,000	\$200,000	\$220,000 (1)
Totals	\$359,713	\$353,581	\$370,000	\$370,000
<b>Total Revenues</b>	<b>\$8,843,922</b>	<b>\$8,928,689</b>	<b>\$9,023,320</b>	<b>\$9,105,000</b>
<u>Other Income</u>				
Interest	\$19,531	\$20,000	\$21,000	\$21,000
Contributions in aid of construction (including private laterals)	\$250,000	\$20,000	\$9,000	\$655,000
Totals	\$269,531	\$40,000	\$30,000	\$676,000 (3)
<b>REVENUES</b>	<b>Grand Totals</b>	<b>\$9,113,453</b>	<b>\$9,053,320</b>	<b>\$9,781,000</b>

1) WDNR lead water service lateral grant revenues.

2) One-time credit due to error in cost-sharing of Digger's Hotline locating charges.

3) Includes \$635,000 payment for S. 12th St. to Stahl Road water main.



## OPERATION AND MAINTENANCE EXPENSES

2019

	Actual 2017	Budget 2018	Estimate 2018	Budget 2019
<b><u>Source of Supply Expenses</u></b>				
<b><u>Operations</u></b>				
Labor	\$25	\$500	\$500	\$500
<b><u>Maintenance</u></b>				
Labor	\$0	\$1,000	\$1,000	\$1,000
Intakes	\$5,383	\$18,000	\$18,000	\$18,000
<b><u>Totals</u></b>	<b><u>\$5,407</u></b>	<b><u>\$19,500</u></b>	<b><u>\$19,500</u></b>	<b><u>\$19,500</u></b>
<b><u>Pumping Expenses</u></b>				
<b><u>Operations</u></b>				
Labor	\$37,789	\$36,000	\$35,800	\$37,369
Electricity & natural gas	\$471,067	\$500,000	\$455,000	\$500,000
Pumping equipment	\$0	\$3,120	\$1,500	\$3,120
Miscellaneous	\$24,732	\$15,000	\$16,463	\$15,806
Utilities	\$34,505	\$34,000	\$37,357	\$34,000
<b><u>Maintenance</u></b>				
Labor	\$116,044	\$108,000	\$107,367	\$108,000
Pumping equipment	\$17,180	\$15,000	\$13,500	\$17,000
Structures	\$1,602	\$4,000	\$2,500	\$3,000
<b><u>Totals</u></b>	<b><u>\$702,919</u></b>	<b><u>\$715,120</u></b>	<b><u>\$669,487</u></b>	<b><u>\$718,295</u></b>
<b><u>Water Treatment Expenses</u></b>				
<b><u>Operations</u></b>				
Labor	\$496,659	\$443,000	\$417,951	\$443,000
Water treatment equipment	\$257,092	\$255,000	\$257,000	\$260,000
Chemicals	\$212,750	\$275,000	\$240,000	\$275,000
Miscellaneous	\$6,387	\$10,000	\$6,548	\$55,000
Utilities	\$12,308	\$21,000	\$15,998	\$21,000
<b><u>Maintenance</u></b>				
Labor	\$63,935	\$81,000	\$65,000	\$78,000
Water treatment equipment	\$11,479	\$32,000	\$18,000	\$30,000
Structures	\$5,904	\$50,000	\$25,000	\$50,000
<b><u>Totals</u></b>	<b><u>\$1,066,514</u></b>	<b><u>\$1,167,000</u></b>	<b><u>\$1,045,498</u></b>	<b><u>\$1,212,000</u></b>



## OPERATION AND MAINTENANCE EXPENSES

2019

	Actual 2017	Budget 2018	Estimate 2018	Budget 2019
<b><u>Transmission &amp; Distribution Expenses</u></b>				
<b><u>Operations</u></b>				
Labor	\$226,821	\$250,000	\$239,254	\$260,000
Reservoirs & standpipes	\$1,706	\$2,000	\$768	\$17,000
Mains & hydrants	\$9,940	\$15,000	\$14,840	\$15,000
Meters	\$1,336	\$40,000	\$10,800	\$40,000
Customer services	\$313,666	\$75,000	\$73,276	\$75,000
Miscellaneous	\$29,282	\$260,000 (1)	\$15,000	\$90,000
Utilities	\$18,053	\$16,000	\$17,955	\$16,000
<b><u>Maintenance</u></b>				
Labor	\$176,611	\$225,000	\$197,389	\$225,000
Structures & improvements	\$1,858	\$7,000	\$4,500	\$7,000
Reservoirs & standpipes	\$250,253	\$15,000	\$5,005	\$5,000
Mains	\$77,968	\$75,000	\$75,000	\$75,000
Meters	\$1,374	\$3,500	\$1,200	\$3,500
Hydrants	\$27,317	\$30,000	\$20,000	\$30,000
Customer Services	\$1,456	\$5,000	\$1,500	\$5,000
<b><u>Totals</u></b>	<b><u>\$1,137,640</u></b>	<b><u>\$1,018,500</u></b>	<b><u>\$676,488</u></b>	<b><u>\$863,500</u></b>
<b><u>Customer Accounts Expenses</u></b>				
<b><u>Operations</u></b>				
Labor	\$160,024	\$168,000	\$206,280	\$203,000 (2)
Meter reading	\$4,833	\$4,000	\$4,200	\$4,000
Billing & collecting	\$29,565	\$30,000	\$30,600	\$37,000
Uncollectible accounts	\$2,129	\$8,000	\$5,000	\$8,000
Utilities	\$800	\$800	\$768	\$800
Postage	\$14,022	\$19,000	\$17,586	\$19,000
<b><u>Totals</u></b>	<b><u>\$211,373</u></b>	<b><u>\$229,800</u></b>	<b><u>\$264,434</u></b>	<b><u>\$271,800</u></b>
<b><u>Taxes</u></b>				
Local & school (property tax equivalency paid to City)	\$1,137,063	\$1,204,423	\$1,136,477	\$1,171,277
Payroll	\$108,785	\$120,000	\$114,000	\$120,000
P.S.C. remainder assessment (mandatory fee to state regulator)	\$9,740	\$10,000	\$10,000	\$10,000
<b><u>Totals</u></b>	<b><u>\$1,255,588</u></b>	<b><u>\$1,334,423</u></b>	<b><u>\$1,260,477</u></b>	<b><u>\$1,301,277</u></b>
<b><u>Interest Expense Long Term Debt</u></b>				
Expense (bonds, SDW loans, unfunded pension)	<b><u>\$301,998</u></b>	<b><u>\$283,686</u></b>	<b><u>\$349,228</u></b>	<b><u>\$335,000 (3)</u></b>

1) Includes \$220,000 recorded as grant expense due to new lead water service lateral grants. Offset shown as grant revenue.

2) Increase due to full staffing level of Utility Support Specialists.

3) Bonds: 2013, 2016, 2018; SDW loans: 2004, 2015. Increase due to 2018 bonds.



## OPERATION AND MAINTENANCE EXPENSES

2019

	Actual	Budget	Estimate	Budget
	2017	2018	2018	2019
<b><u>Administrative &amp; General Expenses</u></b>				
<b><u>Operations</u></b>				
Labor	\$197,720	\$255,000	\$229,000	\$255,000
Office supplies	\$16,012	\$15,000	\$15,000	\$8,000
Utilities	\$3,810	\$2,000	\$2,833	\$2,000
Outside services & lawyers (including cross connection)	\$33,502	\$70,000 (1)	\$20,501	\$70,000
Auditors	\$12,411	\$20,000	\$20,000	\$20,000
<b><u>Property Insurance</u></b>				
Property and contractors' equipment	\$27,614	\$32,000	\$29,000	\$32,000
Auto	\$8,051	\$7,000	\$6,364	\$7,000
Crime	\$849	\$1,000	\$939	\$1,000
<b><u>Injuries &amp; Damage Insurance</u></b>				
Workmen's Comp	\$25,306	\$35,000	\$27,052	\$35,000
General liability, public officials, umbrella	\$36,708	\$28,000	\$20,804	\$28,000
<b><u>Other Expenses</u></b>				
Hospitalization (actual claims inc prescrip, TPA, reduced by emp contribs)	\$331,317	\$510,000	\$457,000	\$510,000 (2)
Retirement	\$211,491	\$97,000	\$92,000	\$97,000
Life	\$3,548	\$4,000	\$4,496	\$4,000
Regulatory commission expense	\$22,484	\$5,000	\$6,467	\$5,000
Miscellaneous & administrative expense	\$32,434 (3)	\$20,000	\$30,000	\$20,000
Non-operating grant expense	\$0	\$0	\$200,000	\$220,000 (4)
<b><u>Maintenance</u></b>				
Office equipment maintenance	\$3,854	\$1,000	\$1,050	\$1,000
Office facilities maintenance	\$15,224	\$9,000	\$9,000	\$12,000
<b>Totals</b>	<b>\$982,335</b>	<b>\$1,111,000</b>	<b>\$1,171,506</b>	<b>\$1,327,000</b>
<b>EXPENDITURES (NOT INCLUDING CAPITAL) Grand Totals</b>	<b>\$5,663,773</b>	<b>\$5,879,029</b>	<b>\$5,456,618</b>	<b>\$6,048,372</b>

1) Includes \$55,000 for cross connection inspection services.

2) Utility is self-insured; annual costs vary depending on actual claims.

3) Reconnection fee refunds due to billing error.

4) WDNR lead water service lateral grants



**CAPITAL OUTLAY**  
**2019**

		Actual 2017	Budget 2018	Actual & Estimate 2018	Budget 2019
<b><u>New Construction and Meters</u></b>					
2019	Distribution mains, hydrants, laterals and related construction				\$2,320,000 (1)
2019	Meters (all sizes, including bolts and gaskets, large meter testing)				\$82,000
2019	3000 Orion radio generators for 1/2 & 5/8" meters				\$425,000 (2)
2019	Replacement of 10 hydrants and 10 street valves				\$75,000
2018	Distribution mains, hydrants, laterals and related services		\$1,550,000	\$1,550,000	
2018	Meters (all sizes)		\$58,000	\$58,000	
2018	3000 Orion radio generators for 1/2 & 5/8" meters		\$397,000	\$397,000	
2018	Replacement of 10 hydrants and 10 street valves		\$50,000	\$50,000	
2018	South side water tower		\$2,400,000	\$2,200,000	
2017	Distribution mains, hydrants, laterals and related services	\$2,075,244			
2017	Meters (all sizes)	\$67,537			
2017	3000 Orion radio generators for 1/2" & 5/8" meters	\$447,405			
2017	Automatic hydrant flushing devices (4)	\$9,100			
2017	Large meter testing	\$2,802			
	Non-cash contributions	\$0	\$0	\$0	\$0
	<b>Total new construction</b>	<b>\$2,602,088</b>	<b>\$4,455,000</b>	<b>\$4,255,000</b>	<b>\$2,902,000</b>
<b><u>Other capital outlay</u></b>					
<b><u>Pumping</u></b>					
2019	Georgia Ave pump station upgrades and generator				\$910,000
2018	Wilgus Ave. pump station #2 replacement		\$25,000	\$25,000	
2018	Georgia Ave. pump station upgrade design		\$595,000	\$50,000	
2017	Georgia Ave. pump station upgrade design	\$31,395			
<b><u>Equipment</u></b>					
2019	High lift #1 pump coupling and bearing replacement				\$25,000
2019	Sludge pit 8" valve and actuator replacement				\$15,000
2019	High lift #5 pump impeller replacement				\$50,000
2018	1929 clear well sluice gate		\$55,000	\$55,000	
2018	Clear well bypass engineering and design		\$35,000	\$35,000	
2018	High lift sump pump and motor replacement		\$50,000	\$50,000	
2017	Suction well level transmitter	\$2,065			
2017	Sludge pit level transmitter	\$2,065			
<b><u>Structures</u></b>					
2019	Behrens Parkway water tower painting				\$620,000
2017	Taylor Hill reservoir masonry renovation	\$245,791			
<b><u>Water Treatment</u></b>					
<b><u>Equipment</u></b>					
2019	Turbidity analyzer replacement				\$6,000
2019	Filter bed replacement including underdrains (2)			\$325,000	\$530,000 (3)
2018	Chemical feed pump for potassium permanganate		\$4,500	\$4,500	
2018	SCADA upgrades to remote booster stations and reservoirs		\$20,000	\$20,000	
2017	Electric filter rate-of-flow actuator replacements (3)	\$14,915			
2017	PLC SCADA upgrades on AB system from 2000	\$25,660			
2017	Chlorine analyzer replacements (3)	\$13,702			

1) North Ave., N. 15th to N. 21st; S. 11th St., MD and IL Ave; N. 15th St., Niagara to WI Ave; S.12th St., Riverdale to Stahl ;  
10 hydrants and 10 valves. Paint 200 hydrants.

2) After investment in 2019, Utility would have 99% of radio-read meter system in place. (PSC approval not required due to grandfathering)

3) Cost includes manufactured underdrain system and media. 2018 charges for filter #10 unplanned replacement.



## CAPITAL OUTLAY

2019

		Actual	Budget	Actual & Estimate	Budget
		2017	2018	2018	2019
<b>Water Treatment (continued)</b>					
<u>Structures</u>					
2018	Replace admin building HVAC controls		\$30,000	\$30,000	
2017	Keyless entry/security upgrades in water treatment plant	\$20,291			
2017	Upgrade of plant phone system	\$32,322			
2017	Ongoing tuckpointing of masonry walls	\$0			
2017	Design of replacement high lift catwalk	\$0			
2017	Engineering design for new southside elevated storage tank	\$53,762			
<u>Heating Equipment</u>					
2019	Unit heater replacement (3) in filter plant				\$30,000
<u>SCADA Equipment</u>					
<u>Lab Equipment</u>					
2017	Online phosphate monitor	\$11,566			
<u>Office Furniture &amp; Equipment</u>					
2019	Clarity software upgrade				\$20,000
2019	Replacement server and pc				\$11,000
2019	Meter reading/billing software upgrade				\$25,000
2019	Trimble Ranger 7 reader units (2)				\$14,000
2019	Meter shop remodel/relocate				\$5,000
2019	Distribution Supervisor office remodel/relocate				\$4,000
2018	PC Replacements (5)		\$8,500	\$8,500	
2018	Website security upgrades		\$2,400	\$2,400	
2018	Server storage		\$1,000	\$1,000	
2018	Remodel of break/lunch room		\$8,000	\$8,000	
2017	Website security upgrades	\$2,400			
2017	Server storage	\$1,000			
2017	PC Replacements	\$7,388			
2017	Addition Clarity license	\$2,000			
2017	Office Roof Replacement	\$15,700			
<u>Transportation Equipment</u>					
2019	Replace 2005 dump truck (includes trade-in)				\$120,000
2018	Replace 2004 (1) ton truck with utility box		\$65,000	\$65,000	
2017	Replace 2003 Chevy 3/4 ton pickup	\$0		\$29,559	
2017	Replace Walk-behind concrete saw	\$26,800			
<u>Power Operated Equipment</u>					
2017	Sand-blasting equipment		\$2,600	\$2,600	
2017	Line stopping tapping machine	\$0			



**CAPITAL OUTLAY**  
**2019**

		Actual	Budget	Actual & Estimate	Budget
		2017	2018	2018	2019
<b><u>Engineering Department</u></b>					
<b>2019</b>	Sedaru customer service software modules				<b>\$50,000</b>
2018	Replace rotating laser level		\$1,600	\$1,600	
2018	Attachments for skid steer		\$8,100	\$8,100	
2018	ATS-66 aluminum trench box		\$5,560	\$5,560	
2017	AutoCad license renewals	\$3,000			
2017	ArcGIS license for desktop	\$5,000			
2017	GIS design consultation	\$10,000			
2017	ESRI cloud storage space	\$2,000			
2017	Digitize records, scanning and printing	\$3,000			
	<b><u>Total other capital</u></b>	<b><u>\$531,822</u></b>	<b><u>\$872,000</u></b>	<b><u>\$726,819</u></b>	<b><u>\$2,435,000</u></b>
	<b><u>Total all capital expenditures</u></b>	<b><u>\$3,133,910</u></b>	<b><u>\$5,327,000</u></b>	<b><u>\$4,981,819</u></b>	<b><u>\$5,337,000</u></b>

III

Res. No. 97 - 18 - 19. By Alderperson Rindfleisch. September 17, 2018.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 3411 Lakeshore Road.

RESOLVED: That the City Clerk is hereby directed to publish the following notice in the official newspaper in accordance with the provisions of §62.23(7)(d) of the Wisconsin Statutes:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., October 15, 2018, in the Sheboygan County Board Chambers of the Sheboygan County Courthouse, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Industrial (UI) to Class Suburban Industrial (SI) Classification:

Property located at 3411 Lakeshore Road (Parcel #59281712841):

LAKE SHORE DIVISION LOTS 13,14,15,16,17,18 & 19 BLK 10, ALSO UNPL LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS INTERSECTION WITH E-W 1/4 LN OF SD SEC 10, TH SE 129.00' ALG THE CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK 10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB, EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT

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

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

Your Committee to whom was referred Com. No. 1-18-19 presented to the Common Council by Alderperson Bohren submitting a communication from Gary Tauferner regarding an upgrade to Cable Channel 990; 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

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3.1

Com. No. 1-18-19. August 6, 2018.

Submitting a communication from Gary Tauferner regarding an upgrade to Cable Channel 990.

Presented to the Common Council by Alderperson James A. Bohren.  
Bohren

*Finances Personnel  
file.*

## DeBruin, Meredith

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**From:** Alderperson Jim Bohren  
**Sent:** Friday, July 20, 2018 2:12 PM  
**To:** DeBruin, Meredith  
**Cc:** Gary Tauferner  
**Subject:** FW: Decision on Channel 990

Sheboygan City Clerk Meredith DeBruin -

Please submit Mr. Tauferner's e-mail as a document for the Monday August 6th Council meeting and please refer it to the Finance and Personnel Committee. He would like to address this issue to the Council during the public forum at the 8/6 Council meeting. Mr. Tauferner's contact information is as follows: Gary Tauferner 2606 Grey Fox Ct. Sheboygan, WI 53081 Telephone: 920 452-6185 or 920-912-2171. Thank you.

Alderman Jim Bohren  
Serving on the Sheboygan Common Council Since April, 2006.

10th District - Wards 23 & 26  
City of Sheboygan, Wisconsin  
(920) 453-0610  
[jim.bohren@sheboyganwi.gov](mailto:jim.bohren@sheboyganwi.gov)

2018 - 2019 Committee Assignments  
Finance and Personnel Committee - Vice Chairman Capital Improvements Commission City Plan Commission

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From: Gary Tauferner [glt56@msn.com]  
Sent: Thursday, July 19, 2018 1:34 PM  
To: Alderperson Jim Bohren  
Subject: Decision on Channel 990

Hi Jim,

After hearing from Greg once again this morning, it became apparent that this upgrade is not in next years budget.

I am totally upset with this decision and I feel as a taxpayer of the city of Sheboygan, this issue needs to be brought back to the floor of the common council.

What do I have to do to make this happen? It has to be brought back to their attention, that this channel needs to be definitely upgraded to the citizens of Sheboygan, so they can watch the programs on it. Again, for the population of the city

of Sheboygan, we deserve to have  
a local channel that gives this  
information to us.

The city of Sheboygan spent thousands of unnecessary dollars to change their logo several years ago, but they cannot pass dollars for equipment that dates back to the nineteen eighties. Let's get going on this much needed upgrade, so the people of Sheboygan can watch a channel that deserves to be watched and listened to.

Please submit a resolution to get  
this matter looked at again and corrected once and for all.

Sincerely,

Gary Tauferner

Sent from my iPhone

## DeBruin, Meredith

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**From:** Alderperson Jim Bohren  
**Sent:** Thursday, July 26, 2018 10:07 AM  
**To:** DeBruin, Meredith  
**Cc:** Vertelka, Greg  
**Subject:** FW: Cable TV - Fiber I-Net

Meredith -

Please attach the e-mail below from Greg Vertelka to the document I submitted a few days ago from my constituent for the 8/6 Council meeting. It is being referred to the F&P Committee. Thank you.

### **Alderman Jim Bohren**

*Serving on the Sheboygan Common Council Since April, 2006.*

10th District - Wards 23 & 26  
City of Sheboygan, Wisconsin  
(920) 453-0610  
[jim.bohren@sheboyganwi.gov](mailto:jim.bohren@sheboyganwi.gov)

### **2018 - 2019 Committee Assignments**

Finance and Personnel Committee - Vice Chairman  
Capital Improvements Commission  
City Plan Commission

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**From:** Vertelka, Greg  
**Sent:** Wednesday, July 25, 2018 11:14 AM  
**To:** Alderperson Jim Bohren  
**Cc:** Vertelka, Greg  
**Subject:** RE: Cable TV - Fiber I-Net

Jim,

The Fiber I-Net project is designed to replace a circa 1980's coax cable that we utilize to send our WSCS signal to Spectrum for broadcast with fiber. The \$80,000 budget is allocated for the construction costs to install the fiber.

By transmitting out signal we will see an immediate increase in the video and audio quality of our channel on WSCS. Currently, the signal as broadcast is analog which delivers the moderate quality that is shown today. The fiber will bump up our signal to standard definition quality for the citizens. There is one additional step that is required from Spectrum to broadcast the signal in high definition which most commercial channels are broadcast in. Currently Spectrum broadcasts all Public/Education/Government (PEG) channels in standard definition. They would need to change that policy in order for our channel to be broadcast in high definition.

There are efforts underway to introduce legislation to require video carriers to broadcast PEG channels in high definition.

This is the ACT that is being introduced to aid PEG channels in a number of ways. I have highlighted the section that discusses high definition. This is a summary from the Wisconsin Community Media organization which is the industry association for PEG stations in Wisconsin.

The Community Access Preservation Act (The CAP Act) has been introduced the last three sessions of Congress. WCM supports the CAP Act and any legislation that would strengthen local programming that would require all video carriers to

- *Assess a PEG fee if a local community wants it.* Wisconsin municipalities may not assess a PEG fee due to the state law passed in 2007 that made state government the "local franchising authority." At the time, PEG fees in Wisconsin averaged 25 cents per subscriber per month but several public access facilities negotiated higher fees, closer to \$1, to fund operating costs. These centers either closed or were substantially diminished by the loss of PEG fees. Those that relied on PEG fees for capital equipment have never found alternate sources of funding.
- *Include PEG program listings on the Electronic Program Guide.* Besides informing viewers about what's on PEG channels, the EPG enables viewers to use time-shifting technology like DVRs. Only a handful of access channels in Wisconsin are listed on the Electronic Program Guide.
- *Carry PEG programming on channel numbers closer to the location of broadcast channels.* In Charter communities, access channels are carried in the 980s and 990s where few viewers venture. AT&T systems don't really carry the access channels on the line-up at all. Viewers must navigate through a series of web pages to get to and reverse out of viewing access channels.
- *Assess funding for PEG fees and franchise fees on all wireline services both "cable" and information services (broadband Internet).* Both services carry video on the same line running through city rights-of-way.
- ***Support media centers that invest in HD equipment by providing them with the bandwidth needed to cablecast in HD. WCM would like to see Charter, Time Warner, and AT&T follow the lead of Solarus, a company providing cable services in Wisconsin Rapids.***

Regards,

Greg

Greg Vertelka

Director of Information Technology  
City of Sheboygan/WSCS Sheboygan

Phone: 920-459-4271

Cell: 414-510-1167

[greg.vertelka@sheboyganwi.gov](mailto:greg.vertelka@sheboyganwi.gov)

<http://www.sheboyganwi.gov/>



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**From:** Alderperson Jim Bohren

**Sent:** Wednesday, July 25, 2018 9:15 AM

**To:** Vertelka, Greg

**Subject:** Cable TV - Fiber I-Net

Greg -

Can you please give me an explanation of what is involved in the \$80,000 Cable TV - Fiber I-Net project if the city would do it and what it would do to enhance signal quality as it relates to HD quality picture and sound quality. Thanks.

**Alderman Jim Bohren**

*Serving on the Sheboygan Common Council Since April, 2006.*

10th District - Wards 23 & 26

City of Sheboygan, Wisconsin

(920) 453-0610

[jim.bohren@sheboyganwi.gov](mailto:jim.bohren@sheboyganwi.gov)

**2018 - 2019 Committee Assignments**

Finance and Personnel Committee - Vice Chairman

Capital Improvements Commission

City Plan Commission

IV

R. C. No. 130 - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 17, 2018.

Your Committee to whom was referred R. O. No. 82-18-19 by the City Clerk, submitting license applications for the period ending December 31, 2018 and June 30, 2020; recommends denying Beverage Operator License application #2334 (Wesley S. Melton) based upon his record of violations related to the licensed activity and his history as a repeat law offender.

Consent

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

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

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

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

II

Other Matters

8.1

R. O. No. 82 - 18 - 19. By CITY CLERK. July 16, 2018.

Submitting various license applications for the period ending, December 31, 2018, and June 30, 2020.

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

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3120	Northstar I	3004 N. 8 <sup>th</sup> - One day event August 25 including parking lot coverage and east sidewalk. Parking lot to the south and west.

"CLASS B" LIQUOR LICENSE (June 30, 2020) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3348	Escape Sheboygan	1130 Geele Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2314	Ahles, Heidi M.	1535 S. 14 <sup>th</sup> Street
2337	Berglund, Jeremy R.	W3385 County Rd MM, Elkhart Lake
2342	Daniels, Adrian A.	1736 Grams Court
6458	Daun, Duane R.	928 Wisconsin Avenue #317
1310	Dean, Shane M.	1427 S. 16 <sup>th</sup> Street
1328	Fisher, Brandon T.	4331 Moenning Road
7112	Gutschow, Tyson R. (Club)	4881 Dennwood Drive
2332	Intravaia, Patrick K.	2715 North Avenue
2340	Jenson, Alex C.	1419 S. 19 <sup>th</sup> Street
2325	Jewell, Zelda J M	1611 N. 17 <sup>th</sup> Street
4755	Kramer, Kimberly	1406 Superior Avenue
9507	Lohse, April O A	3009 N. 25 <sup>th</sup> Street
1515	McMurray, Scott J.	1217 E. Channel Park Dr., Waupaca
2323	Mead, Celeste D.	1207 N. 12 <sup>th</sup> Street
2334	Melton, Wesley S.	1032A Bluff Avenue
1170	Neitzel, Daniel W.	W3233 County Rd C, Sheboygan Falls
2324	Neumeyer, Brianna L.	6333 Fetzer Road, Manitowoc
0551	Phillips, Lori A.	20 West Clifford St., Plymouth
1025	Reinl, Nicholas C. (Club)	5740 Sherwood Drive
7778	Salm, Francis G.	922 Dillingham Avenue

KLPS 7-25 Hold # 2334 (Melton) 8-13-18 Hold # 2334 (Melton) 8-29-18 Hold # 2334 (Melton) for denial 9-12-18 deny 2334.

6448 Schmidt, Timothy J.	2416 N. 34 <sup>th</sup> Street
2319 Spies, Kathy A.	706 Lakeshore Dr., Elkhart Lake
2341 Stiefvater, Emilie A.	2806 N. 11 <sup>th</sup> Street #4
2312 Stone, Gina L.	W1009 County Road FF
2330 Taggart, Robert M.	719 Highland Terrace
0518 Van de Loo, Cory J.	1529 N. 10 <sup>th</sup> Street
2328 Warren, Jessica S.	518 School Street, Kohler
7319 Weimer, Thomas J. (Club)	1127 Bell Avenue
9627 Wilke, Glenn J. (Club)	4022 Hazelnut Court
7486 Zschetzsche, Brian A. (Club)	1328 N. 4 <sup>th</sup> Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2335	Lopez, Glennie J.	1616 Superior Avenue

**IV**

R. C. No. 131 - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. September 17, 2018.

Your Committee to whom was referred R. O. No. 113-18-19 by City Clerk  
submitting various license applications for the period ending December 31,  
2018, June 30, 2019 and June 30, 2020; recommends granting the applications.

*Consent*

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

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

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

**II**

Other Matters

7.1

R. O. No. 113 - 18 - 19. By CITY CLERK. September 4, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020.

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

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2379	Bakewell, Sarah J.	1312 N. 15 <sup>th</sup> Street
6748	Bresser, Matt J.	2019 S. 25 <sup>th</sup> Street
2388	Brubaker, Justice P.	2313 N. 7 <sup>th</sup> Street
2394	Ferreira, Marina D.	2225 Terrace View Drive #2B
5514	Green, John F.	2919 S. 18 <sup>th</sup> Street
2385	Herrmann, George M.	10435 Gass Lake Road, Cleveland
2396	Jacoby, Jessica J.	1132 Logan Avenue
2386	Jensen, Mathew P.	620 S. 8 <sup>th</sup> Street Apt. 318
2398	Johnson, Christopher J.	2674 Georgia Avenue
2382	Landwehr, Emily L.	913 New York Avenue
8947	Marsellis, Lynn M.	3227 S. 11 <sup>th</sup> Street
2387	Onsager, Karen G.	2722 N. 10 <sup>th</sup> Street Apt. 205
2384	Rick, Grace C.	2123 Woodglen Drive Apt. 2C
2393	Ripsom, Victoria A.	1823 N. 10 <sup>th</sup> Street
2389	Robertson, Sarah M.	633B N. 4 <sup>th</sup> Street
2395	Sippel, Bailey M.	1305 S. 22 <sup>nd</sup> Street
2397	Zubricky, Amber R.	1716 Madison Street, Wausau

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2383	Wienke, Ashley N.	309 Broadway Street Unit A, Sheb. Falls

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3355	Swovy's I	1645 S. 12 <sup>th</sup> Street

*AKS*  
*grant all apps*

VI

R. C. No. 132 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
September 17, 2018.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 114-18-19  
by City Administrator submitting the City of Sheboygan 2018 Long Term  
Financial Plan; 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

**DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

R. O. No. 114 - 18 - 19. By CITY ADMINISTRATOR. September 10, 2018.

Submitting the City of Sheboygan 2018 Long Term Financial Plan to the Common Council.

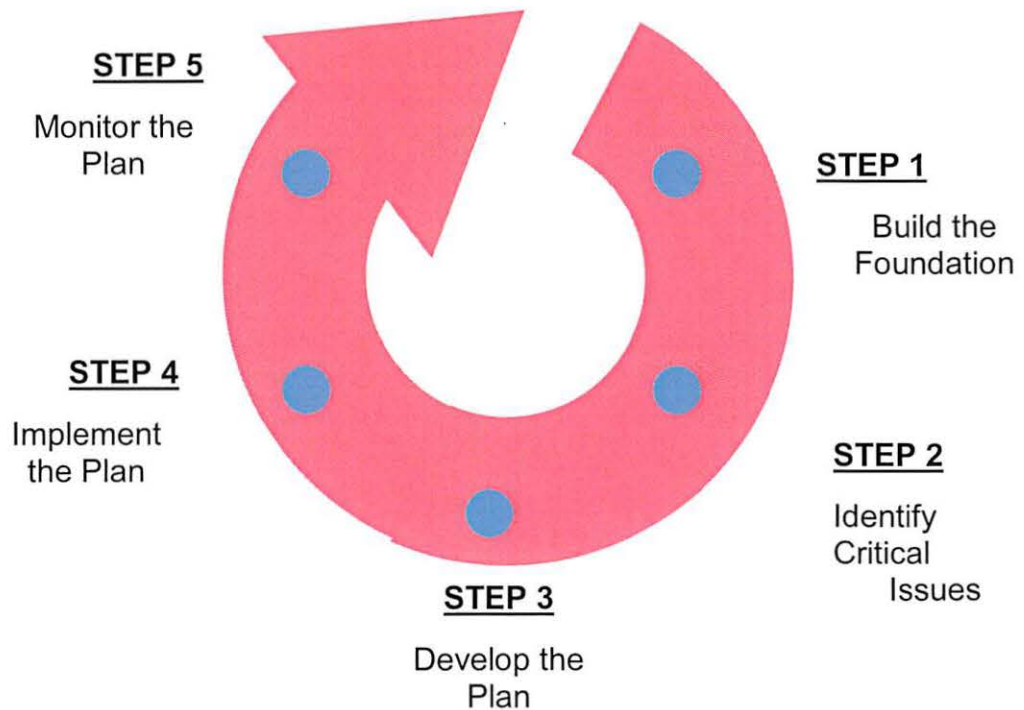
\_\_\_\_\_  
City Administrator

*Finance &  
Personnel  
file.*

# LONG TERM FINANCIAL PLAN

***The LTFP is a financial strategic plan***

The City of Sheboygan, at the Common Council direction, annually prepares a comprehensive Long Term Financial Plan (LTFP). The LTFP is intended to serve as a tool, providing Common Council and the public with the insight required to address issues impacting the city's financial condition. The Plan consists of the complete strategic plan.



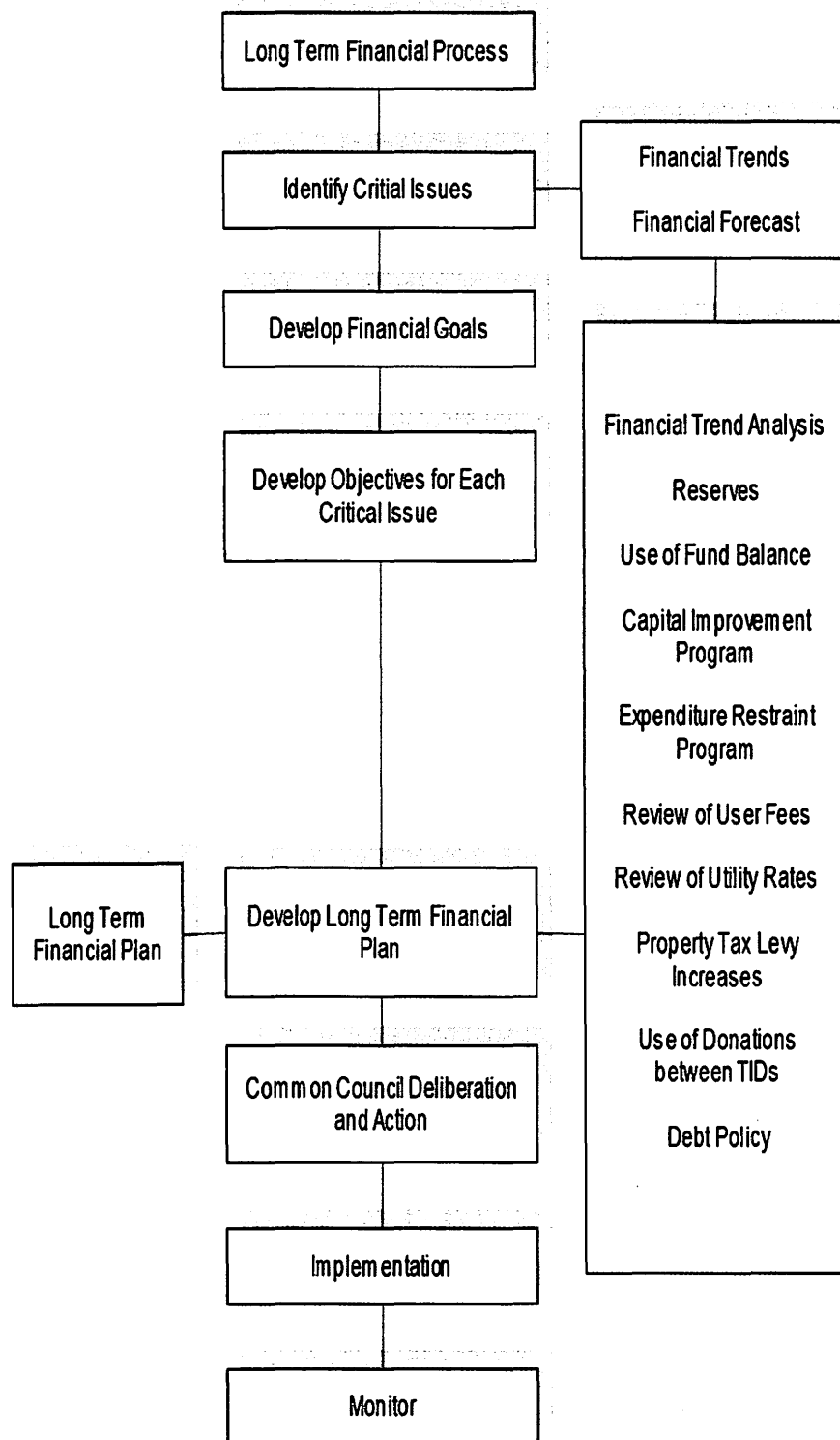
## Long Term Financial Plan Process

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

***The Long Term Financial Plan process***

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

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



The Management Team is responsible for keeping the projects on track and on schedule. The Team also identifies when their goals and objections are met. The key message expressed to the Management Team is that the LTFP has to

be clear and concise while providing very specific and practical recommendations that addressed the issue at hand.

The LTFP for the City of Sheboygan represents the ongoing focus on financial strategic plans. Elements of the LTFP have been incorporated on an annual basis into the development, deliberation and approval of the Annual Program Budget. The plan is intended to be a well thought-out analysis of the issues that may affect the finances of the City of Sheboygan.

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

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

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

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

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

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

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

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

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

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

***Trends & Forecast are the foundation of the LTFP***

***Financial Sustainability***

***Financial Strategies***

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

**Achieving diverse sources of funding:** identify actions related to alternative and innovative funding sources that will help the city respond to the pressures of growth and redevelopment and reduce the reliance on property taxes. Property taxes, user fees and intergovernmental revenue are the traditional inelastic revenue sources used to meet expenditure requirements that are continually under upward pressure which can place stress on the city's financial position.

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

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

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

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

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

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

**Input from Multi-Year City Plans**

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

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

Due to the Common Council's 2018 decision to utilize \$5.5 million of General Fund uncommitted fund balance to reduce the amount of borrowed funds for the \$10.5 million City Hall Renovation Project, the percent of uncommitted fund balance is projected to decrease in 2018 from 56 percent of expenditures to 42 percent of expenditures.

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

**State of Wisconsin restrictions on local governments**

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

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

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

As outlined in the 2018 Adopted Program Budget the recommendations from the city's multi-year plans are included in the LTFP as they impact the finances of the city. All of the plans were utilized in LTFP analysis of the General Fund, tax levy and TID's. The fiscal related issues include:

- *Financial Trend Analysis* - All operating position and debt indicators were favorable.
- *Reserves* - The General Fund target is maintaining a 25 percent uncommitted fund balance. The LTFP indicates that a 25 percent uncommitted fund balance is attainable through the ten year period.
- *Use of Fund Balance as a revenue source* – The city policy restricts the amount of undesignated fund balance for the General Fund that is applied to the budget for the ensuing year shall not reduce the undesignated fund balance below an amount equal to 25 percent of the ensuing year's General Fund expenditures.
- *Capital Improvement Program* – The Five Year Capital Improvement Program includes requests from all city departments for assets and infrastructure improvements, including tax increment districts. The Five

Year Capital Improvement Program is funded from tax levy, debt issuance, contributions and federal, state and local grant funding.

- *Expenditure Restraint Program* – The analysis presumes the city will remain eligible for this State of Wisconsin program which rewards operating (funds affected by the tax levy) budgets who budget annually at or below inflation plus a percentage of net new construction. The LTFP projects expenditures based on projected inflation.
- *Review of User Fees* – The city's Management Team reviews existing fees for consideration of increases annually.
- *Review of Utility User Fee Rates* – Rates are reviewed annually for possible adjustments. Rates were increased for water on May 1, 2018, and sewer on January 1, 2018, by 4.92 and 10.00 percent respectively. Sewer rates are anticipated to increase by 7 percent in 2019.
- *Property Tax Levy Increases* – Increases in the property tax levy should not result in an equalized tax rate increase more than inflationary levels. The city's equalized tax rate in 2017 (to fund the 2018 budget) of \$9.372 is a decrease of 1.56 percent over the previous year's rate of \$9.521.
- *Use of Donations between TIDs* – The city has a number of well performing Tax Incremental District (TID) with capacity to donate to other underperforming TIDs.
- *Debt Policy* – This policy establishes parameters for issuing and managing debt. No more than 60 percent of the State of Wisconsin's limit of 5 percent of equalized value.

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

An analysis of General Fund revenues and expenditures as well as the General Fund's fund balance is conducted annually. Based on actual and current budgeted revenues and expenditures as well as annual CPI changes, a five year forecast was developed.

#### Revenue Assumptions:

- *Property Tax Levy* – Current State limits continue. Tax levy increases for all funds limited to net new construction (floor of zero percent), adjustments to debt service, and additional adjustments due to annexations, transfer of services to/from another municipality, adjustments due to increases of fees for tax levy supported services and amounts approved by referendum. The levy is projected to increase slightly due to a majority of net new construction development occurring in TIDs. For the benefit of the 2018 debt service expenses, \$310,000 of additional property taxes was included in the 2018 budget.
- *Intergovernmental Revenue* – Current State funding continued. Mostly stable continuation of transportation aids, expenditure restraint program, state shared revenue program and recycling grant. This revenue category is projected to remain stable. The exception is Transportation Aids which will continue to increase based upon the State formula which recognizes the city's increase in transportation-related expenses.
- *All Other Revenue* – Includes Permits and Licenses, Fines and Forfeitures, Charges for Services, and Miscellaneous Income. Slight

#### **General Fund Revenue Assumptions**

increase anticipated in construction-related permits due to construction activity of multi-family housing units. All other revenues in this classification anticipated to remain stable.

- Other Financing Sources – Conservatively estimated with slight change or no change.

#### **Expenditure Assumptions**

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

Based upon these assumptions, the proposed 2019 General Fund budget will utilize approximately \$900,000 in fund balance. Due to conservation budget assumptions, it is anticipated that little to no actual use of these funds will be necessary. Regardless, the General Fund budget projects a fund balance which will exceed the fund balance policy of maintaining a minimum of 25 percent.

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

Tax levy revenue is collected for the following funds:

- General – Largest tax levy portion is allocated to this fund which is the operating fund of the city. Increases in the property tax allocation are expected to increase slightly.
- Library – Tax levy portion allocated to Mead Public Library Fund increased in 2018 slightly over the prior year, in contrast to the prior five years which experienced no increase.
- Park, Forestry and Open Space – Tax levy funding, which was first allocated in 2017, will continue to be \$110,000 to fund capital items.
- G.O. Debt Service – Tax levy portion allocated to G.O. Debt Service Fund will continue to increase to accommodate the increase in annual debt service payments, which are the result of an aggressive street improvement plan.
- Capital Projects – Tax levy for capital projects has been allocated to the Capital Project Fund, starting with the 2017 Annual Program Budget. In the approved 2018 and proposed 2019 budgets, the amounts allocated have declined.
- Transit – Tax levy portion allocated to the Transit Utility Fund has remained stable for the past six years.

Tax levy limits under current state law may change with future legislation. Changes to the law will require adjustments to future long-range forecasts as

necessary. Future limitations could impact the ability of the city to deliver services.

## ***Summary***

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

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

## CITY OF SHEBOYGAN

### REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

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**ITEM DESCRIPTION:** Direct Referral on R.O. No. XX-18-19 accepting the 2018 Long Term Financial Plan.

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

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**REPORT DATE:** September 5, 2018

**MEETING DATE:** September 10, 2018

---

**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

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

**STAFF COMMENTS:**

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

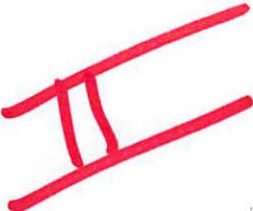
Attached is an update to the Long Term Financial Plan which was approved by the Common Council in February, 2017.

**ACTION REQUESTED:**

Motion to recommend the Common Council accept and file R.O. No. XX-18-19 by the City Administrator accepting the 2018 Long Term Financial Plan.

**ATTACHMENTS:**

- I. R.O. No. XX-18-19

  
R. O. No. 120 - 18 - 19. By CITY CLERK. September 17, 2018.

Submitting various license applications.

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

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3354	RCS Empowers, Inc	1607 Geele Avenue - One day event to be held 11/16/18 to include the Commons area of 1607 Geele Ave. Beer and wine.
2541	Sheboygan Visual Artists	1201 Erie Avenue - One day event to be held 09/28/18.
2541	Sheboygan Visual Artists	1201 Erie Avenue - One day event to be held 10/26/18.
3167	St Clements Church	522 New York Avenue - One day event to be held 09/29/2018 at St. Dominics gymnasium - 2133 N. 22 <sup>nd</sup> Street.

*Consent.*


**II**  
R. O. No. 117 - 18 - 19. By CITY PLAN COMMISSION. September 17, 2018.

Your Commission to whom was referred Gen. Ord. No. 15-18-19 by Alderperson Sorenson amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1436 South 15<sup>th</sup> Street (Parcel No. 59281513391) from Class Employment to Class Multi-Family Residential; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 11, 2018, recommends acceptance and approval of attached Substitute General Ordinance No. 15-18-19 which conditions the comprehensive plan amendment upon the purchase and sale of the 1436 South 15<sup>th</sup> Street on or before December 31, 2019.

*Ray Over*

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CITY PLAN COMMISSION

  
Subs of Gen. Ord. No. 15 - 18 - 19. By Alderperson Sorenson.  
September 17, 2018.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification of property located at 1436 South 15<sup>th</sup> Street (Parcel No. 59281513391) from Class Employment to Class Multi-Family Residential Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classification is hereby amended by changing the Future Land Use Maps thereof and Use Classification of the following described lands from Class Employment to Class Multi-Family Residential Classification:

Property located at 1436 South 15th Street (Parcel No. 59281513391)

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60', TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY ALG SD R/W LINE 1,196' TO A PT 53.70' S OF THE S LINE OF BLK 300 OF ORIGINAL PLAT, TH W 143.04' PARALLEL TO THE S LINE SD BLK, TH N 53.70' TO THE POB, ALSO THE E 1/2 OF THE VAC 60' OF S 16TH ST ADJ EXC THAT PRT DESC IN DOC #1687705 ROD AS ROAD ROW & EXC THAT PRT CONV BY #1925240

Section 2. Said comprehensive plan amendment shall be effective upon satisfaction of the following condition:

Closing of the purchase and sale of the VanDerVart property (the above described lands) from VanDerVart Concrete Products, LLC to Green Street Development, LLC, or related entity, for development of a mixed use project (apartments, commercial, etc.), on or before December 31, 2019.

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

Gen. Ord. No. 15 - 18 - 19. By Alderperson Sorenson. September 4, 2018.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification of property located at 1436 South 15<sup>th</sup> Street (Parcel No. 59281513391) from Class Employment to Class Multi-Family Residential Classification.

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

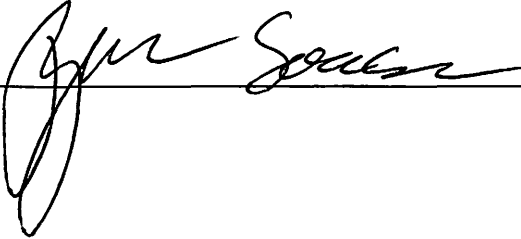
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City Plan

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.



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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\_\_\_\_.

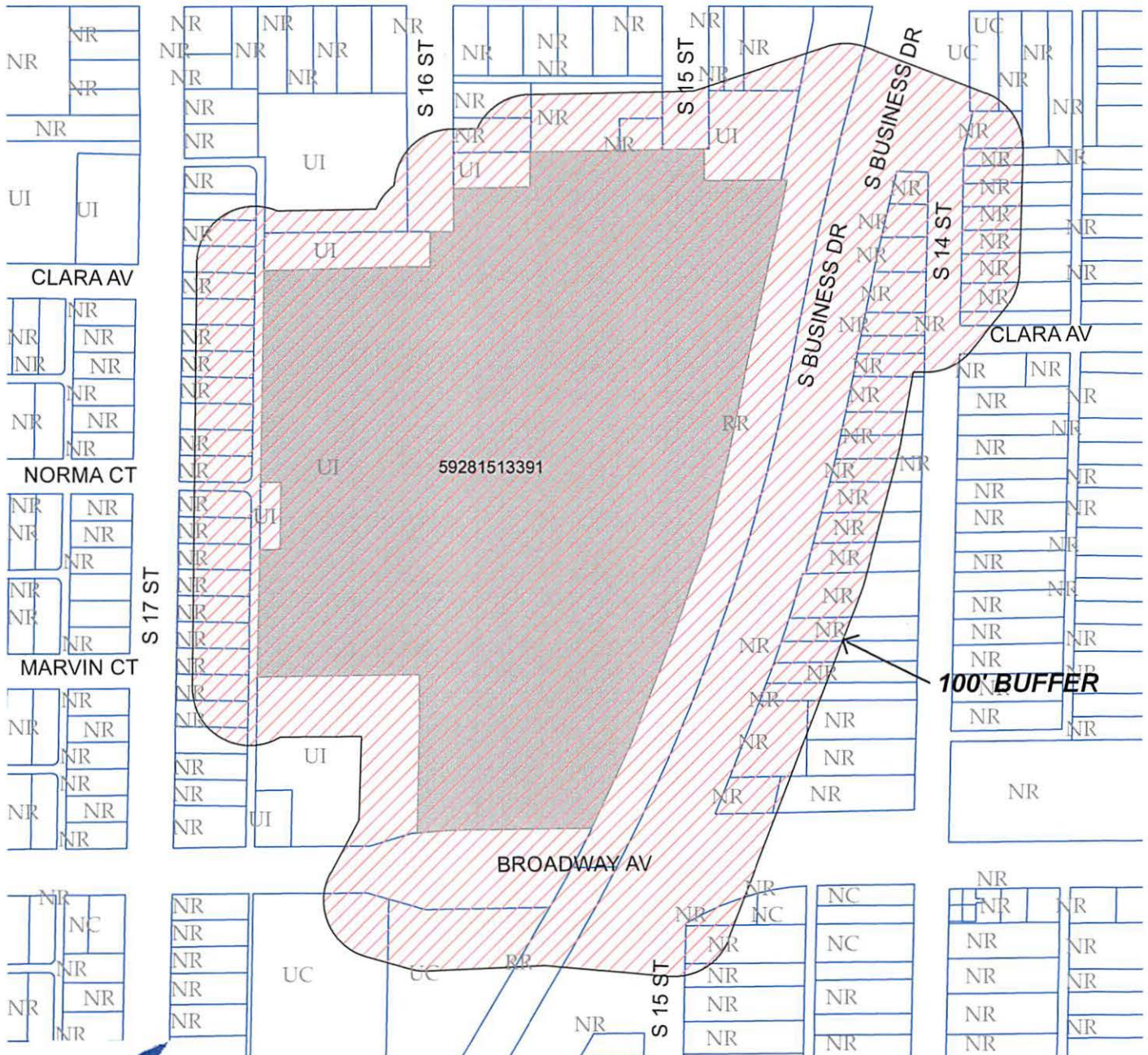
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

# PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM EMPLOYMENT TO MULTI-FAMILY RESIDENTIAL

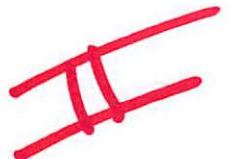
SECTION 27, T. 15 N, R. 23 E

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Feet






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

Your Commission to whom was referred R.O. No. 108-18-19 by City Clerk and Gen. Ord. No. 16-18-19 by Alderperson Sorenson amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of 1436 South 15<sup>th</sup> Street (Parcel No. 59281513391) from Class Urban Industrial (UI) to Class Urban Residential (UR-12); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 11, 2018, recommends acceptance and filing of this Report of Officer, and approval of attached Substitute General Ordinance No. 16-18-19 which conditions the zoning amendment upon the purchase and sale of the 1436 South 15<sup>th</sup> Street on or before December 31, 2019.

*Approved*

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CITY PLAN COMMISSION

  
Subs. Of Gen. Ord. No. 16 - 18 - 19. By Alderperson Sorenson.  
September 17, 2018.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification:

Property located at 1436 South 15th Street (Parcel No. 59281513391).

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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

 6.2  
Gen. Ord. No. 16 - 18 - 19. By Alderperson Sorenson. September 4, 2018.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification.

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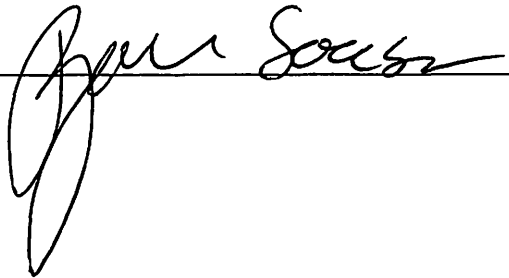
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*City Plan*

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.



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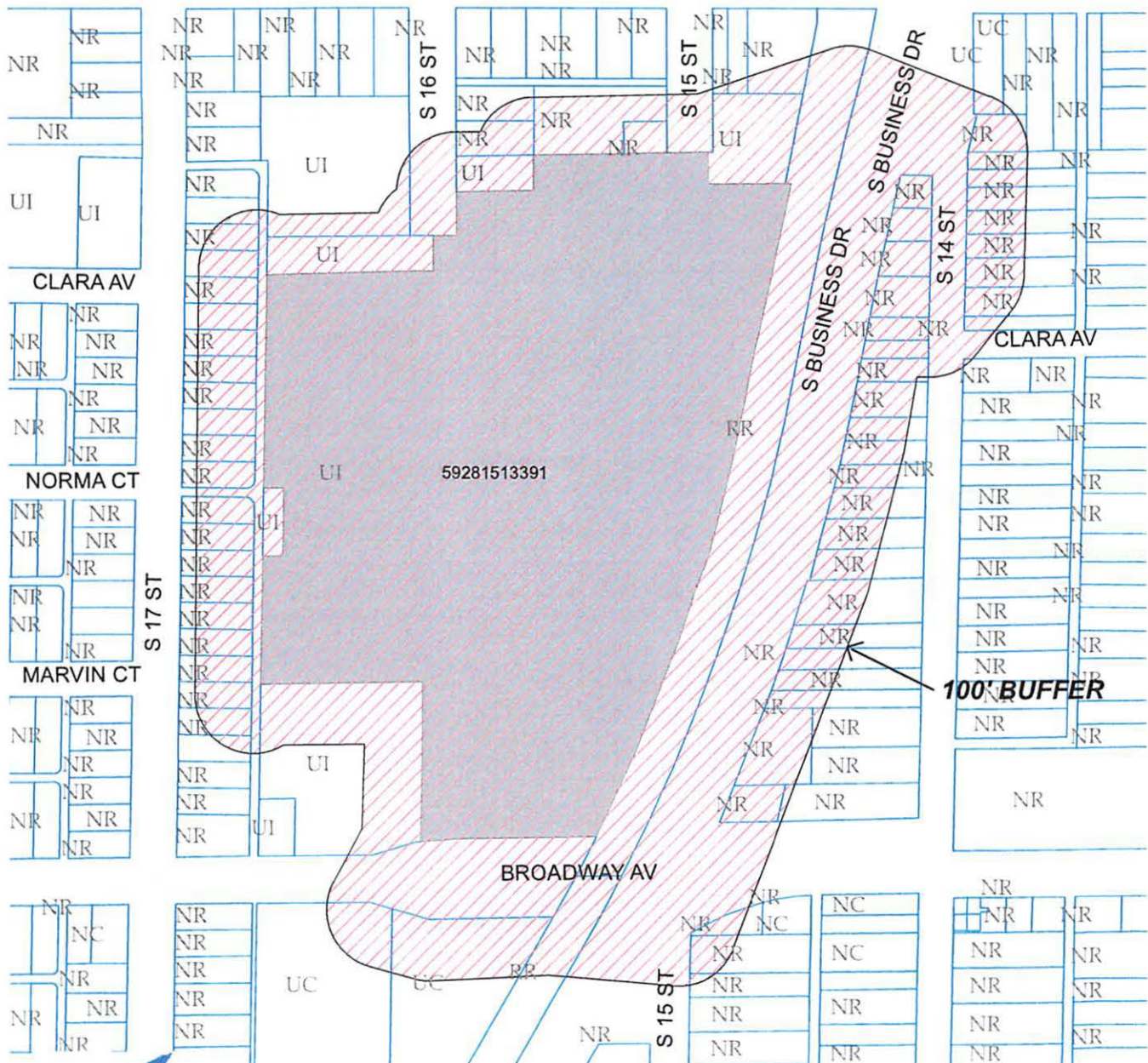
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

# PROPOSED ZONING CHANGE FROM URBAN INDUSTRIAL (UI) TO URBAN RESIDENTIAL (UR-12)

SECTION 27, T. 15 N, R. 23 E

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60', TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY RW LINE OF MAIN TRACK OF C&NW RR, TH NLY AL..



II

3.1

R. O. No. 108 - 18 - 19. By CITY CLERK. September 4, 2018.

Submitting an application from Green Street Development Group, LLC for a change in the zoning classification of property located at 1436 South 15<sup>th</sup> Street from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification.

City Plan

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City Clerk

OFFICE USE ONLY  
APPLICATION NO.: \_\_\_\_\_  
RECEIPT NO.: \_\_\_\_\_  
FILING FEE: **\$200.00** (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN  
APPLICATION FOR  
AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 606 North 6<sup>th</sup> Avenue. Application will not be processed if all required attachments and filing fee of **\$200** (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: Green Street Development Group, LLC PHONE NO.: (314) 495-9884

ADDRESS: 8451 Maryland Ave, Clayton, MO, 63105

E-MAIL: joel@greenstreetstl.com

OWNER OF SITE: Lohr Properties Sheboygan, LLC

PHONE NO.: (920) 946-0350

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 1436 S 15th St, Sheboygan, WI 53081

LEGAL DESCRIPTION: SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LI

PARCEL NO. 59281513391 MAP NO. \_\_\_\_\_

**EXISTING** ZONING DISTRICT CLASSIFICATION: Urban Industrial

**PROPOSED** ZONING DISTRICT CLASSIFICATION: Urban Residential

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Van Der Vart Concrete

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Multi-Family Rental Housing

### 3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?       The proposed change is more inline with the surrounding residential uses. The site is in flood zone X which is not within the floodplain

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- ☐ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- ☐ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- ☒ Explain:       The current use has been grandfathered in and the proposed change is inline with surrounding uses.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? \_\_\_\_\_

The proposed residential zoning is consistent with neighboring properties.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The proposed amendment will provide more housing which is a stated need.

#### 4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
**APPLICANT'S SIGNATURE**

8/15/18  
\_\_\_\_\_

**DATE**

Joel Oliver  
\_\_\_\_\_

**PRINT ABOVE NAME**

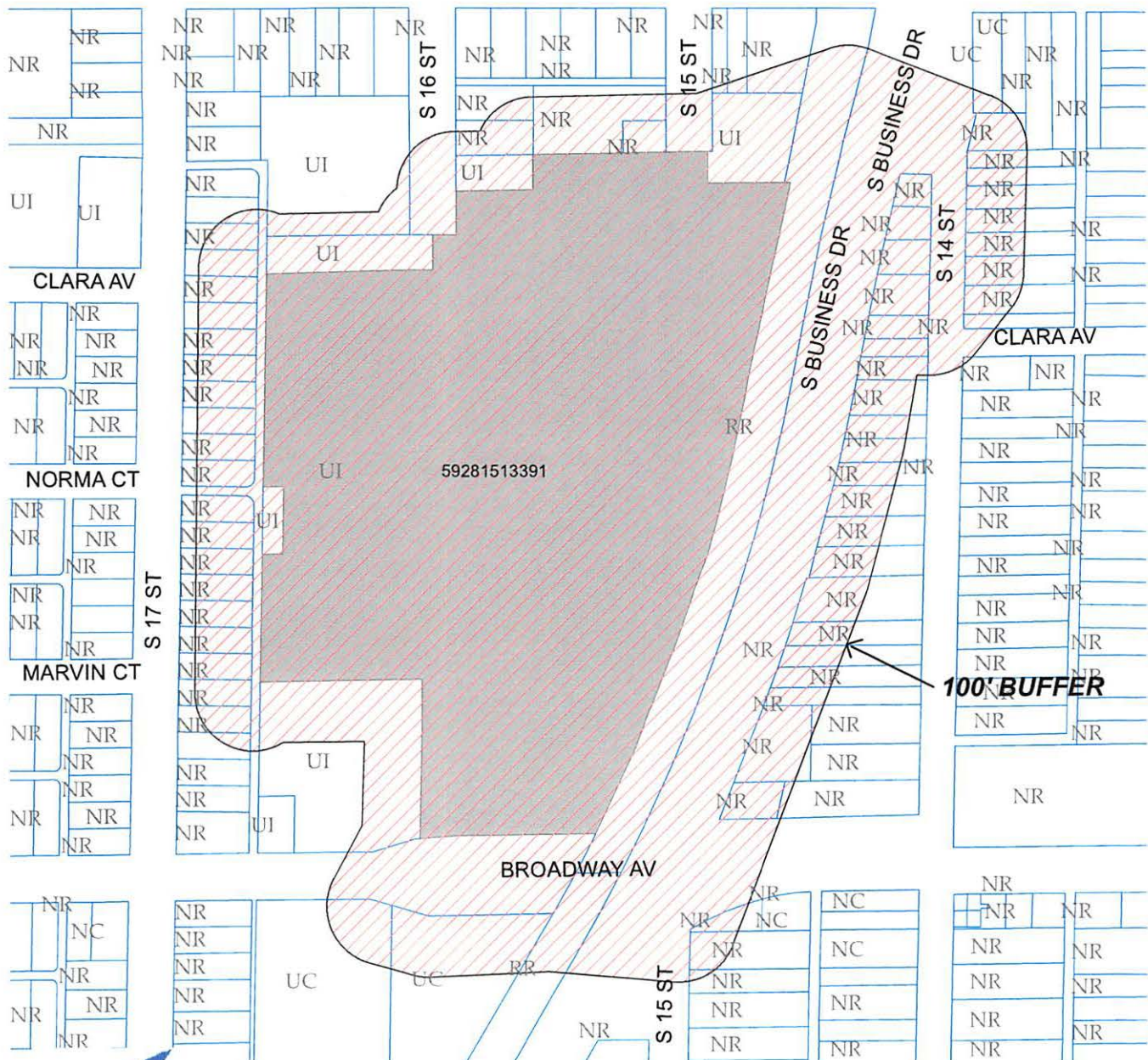
#### APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 100 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

# PROPOSED ZONING CHANGE FROM URBAN INDUSTRIAL (UI) TO URBAN RESIDENTIAL (UR-12) SECTION 27, T. 15 N, R. 23 E

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60', TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY AL...



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Green Street Development Group is proposing the redevelopment of 1436 S. 15th into a master developed tract known as The Oscar which will help serve the needs of the neighborhood and community at large. Sheboygan has prospered and continues to add new businesses and jobs however the creation of housing has not kept pace. The addition of the proposed 252 apartments and 16,500 square feet of commercial space would provide benefit to the community and an estimated \$42,000,000 investment in Sheboygan.

Green Street is requesting a rezoning of the site and amendment of the comprehensive plan to advance this project. The site has been used for concrete related activities since 1888 and is zoned Urban Industrial and is specifically called out as non-compatible / conflicting use in the Comprehensive Plan. There are homes immediately to the west and north and on the other side of highway 28. There are also two small interior light manufacturers and a church adjacent to the site. Green Street has the property under contract and has attached authorization and acknowledgment of our request from the current owner and tenant.

Our application is to rezone all of tax parcel 59281513391 from Urban Industrial to Urban Residential and then at a later date we will replat this parcel into three separate parcels and rezone a portion of the south east corner of the site to commercial.

Our proposed plan and request are directly in line with at least three key initiatives in The City of Sheboygan Comprehensive Plan.

1. Land use conflicts occur when incompatible structures or land uses are near or adjacent to one another. Incompatibility can stem from a mismatch in density, height, building scale or mass, or from negative environmental effects such as traffic, noise, or pollution. Over the last twenty years, the City of Sheboygan has worked diligently to make planning, zoning, development and redevelopment decisions that both avoid and correct areas of land use conflict. Due to the age and size of the community, this is an on-going process with a long-term timeframe. Key areas of strong land use conflict are focused on the edges of older urban industrial developments located along the rail lines south of North Avenue and north of Mead Avenue. In these locations, it is common to find outdoor storage areas, deteriorated buildings and large parking lots located across the street from, or directly abutting, residential development.

Other conflict areas include the Vander Vaart site on South Business Drive; North Commerce Street, north from Pennsylvania Avenue to the Sheboygan River; scattered industrial facilities located along the Lake Michigan shore; and scattered industrial facilities adjacent to neighborhoods, mostly south of the Sheboygan River.

Here, a property by property strategy is essential for correcting or mitigating land use conflicts.

2. Promoting infill development and redevelopment to grow efficiently, strengthen existing business districts and neighborhoods, and leverage existing infrastructure and connectivity.
3. Diversifying the City's housing stock by supporting market rate infill and redevelopment housing aimed at empty nesters, seniors and young professionals.

The proposed mixed use development will accomplish all of these key initiatives, allowing the redevelopment of a site with key corridor visibility but incompatible use into much needed rental housing.

**Key Facts:**

1. Gross land area – 17.66 acres including parcels 59281513391 and 59281513500
  - Parcel 59281513391 to be rezoned to Urban Residential and parcel 59281513500 to remain as Urban Industrial.
2. Maximum amount of land covered by principal buildings
  - 2.8 acres Total
3. Maximum amount of land devoted to parking, drives and parking structures
  - 6.33 acres
4. Minimum amount of land devoted to landscaped open space
  - 8.55 acres
5. Maximum proposed dwelling unit density if residential and/or
  - 17 units per acre
- Total square footage devoted to non-residential uses
  - 16,500 square feet
6. Proposed number of buildings
  - 11
7. Maximum number of dwelling units per building
  - 36

8. Bedrooms per unit type

- 84 one bedrooms
- 126 two bedrooms
- 42 three bedrooms

9. Parking spaces provided, whether surface or in structures, and ratio per unit if residential, or

- 432 parking spots or one per bedroom

per thousand square feet of building area if not residential

- 114 spots or 144.73 spots per thousand square feet

**A vicinity map** showing the boundaries of the tract included in the development proposal, the territory within 1,000 feet of the tract, its proposed access and significant community facilities in the surrounding area.

- see attached

**Existing conditions**, including wetlands, areas of severe topographic changes, buildings, trees and shrub groupings, with an indication of whether they are to be retained, removed or altered.

- see attached

**A site plan** showing the location of proposed structures and a description of their intended use and height, all open spaces, setback dimensions and buffers adjacent to the boundaries of the tract and from existing or proposed public rights-of-way, pedestrian and vehicular circulation systems, parking areas, loading facilities and the location, type and size of all proposed signs.

- see attached

**Renderings** of the proposed development.

- see attached

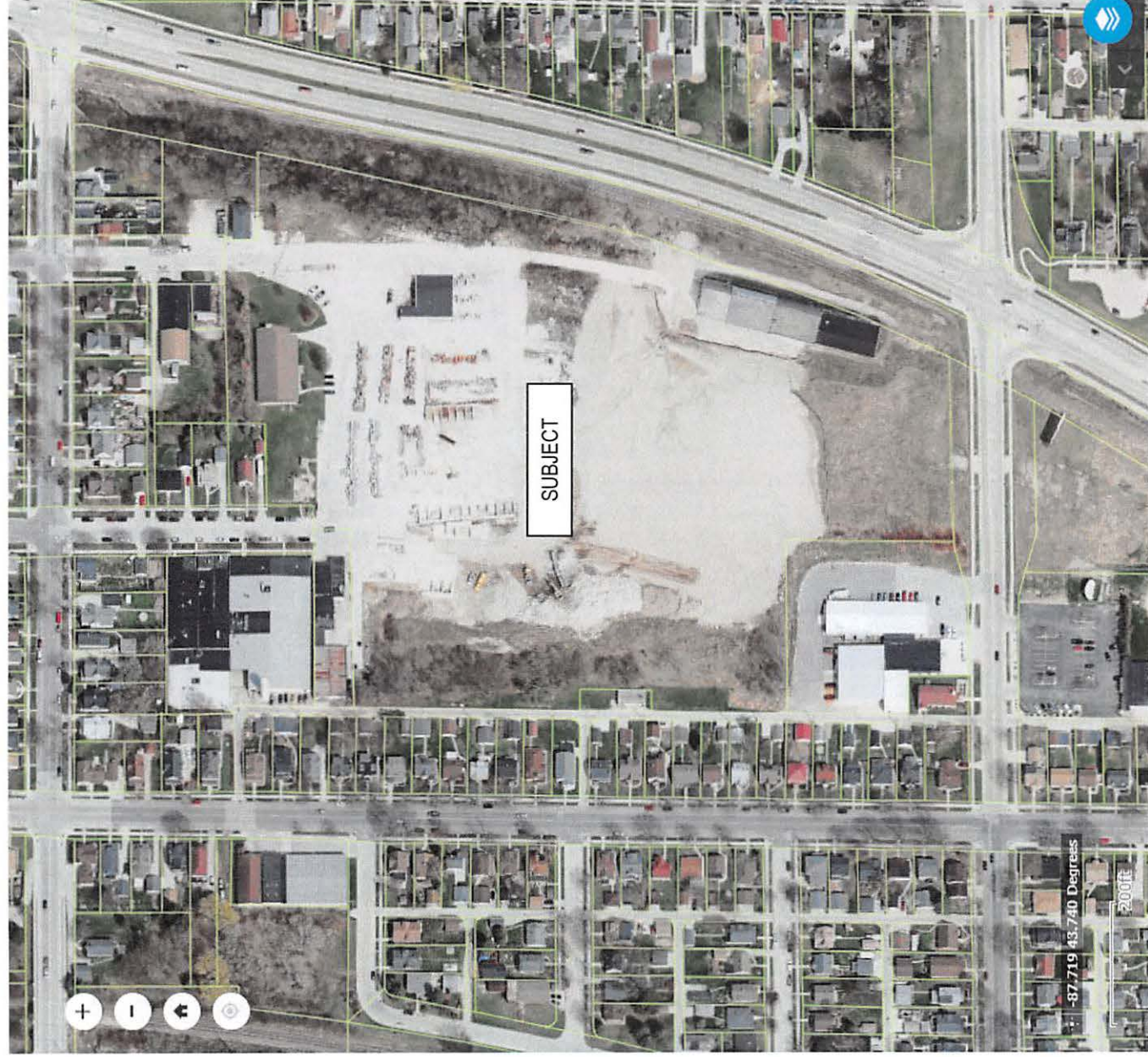
**Pictures** of the site and surrounding context. These pictures may be submitted as photographs, printed scanned images or in a digital format, but should not exceed 8.5 x 11.

- see attached

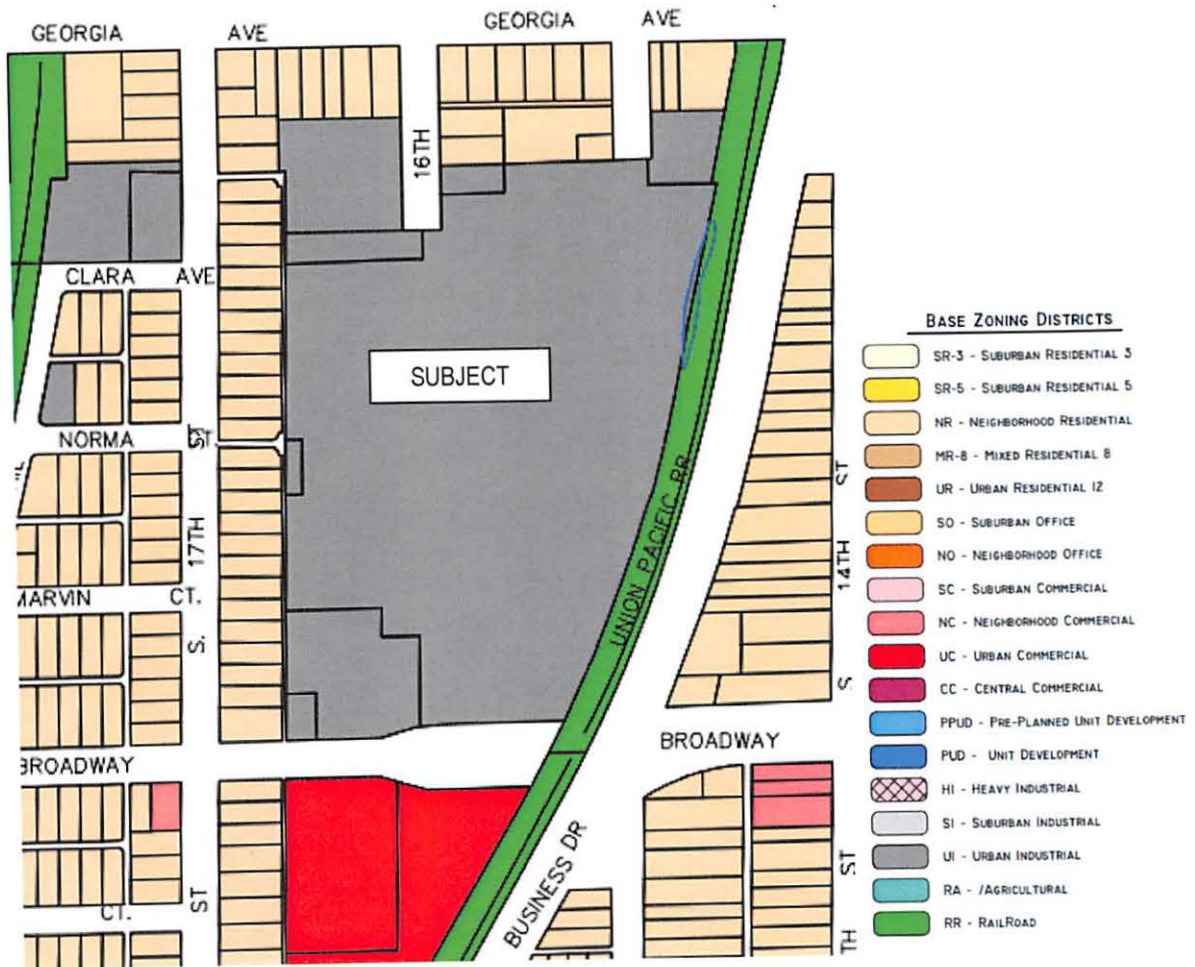
**Offer to Purchase or Option to Purchase** the property, if city owned. N/A

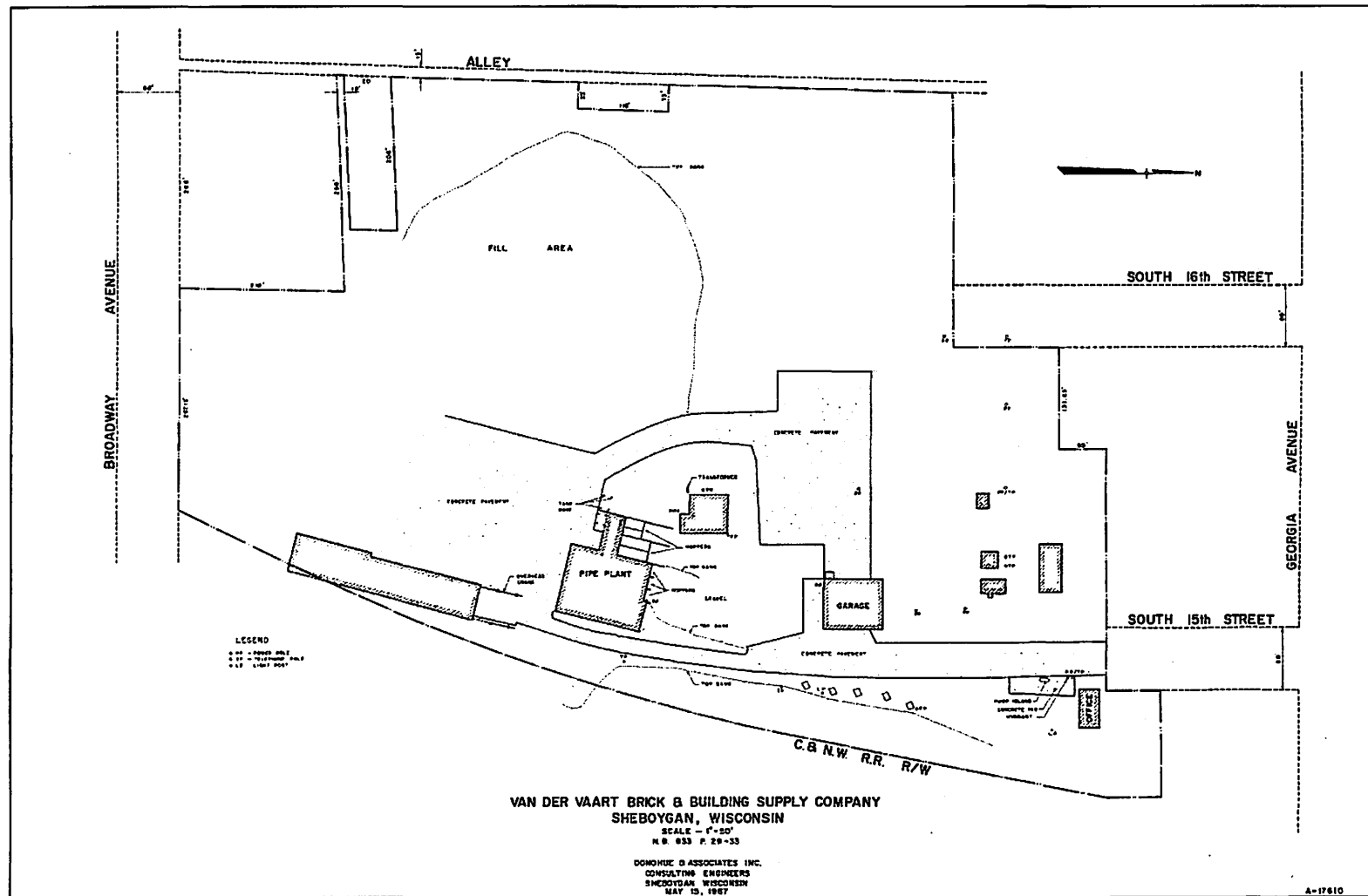
**Pro-Forma and Sources/Uses** for the project.

Current Parcel Map



# 2011 Zoning Map



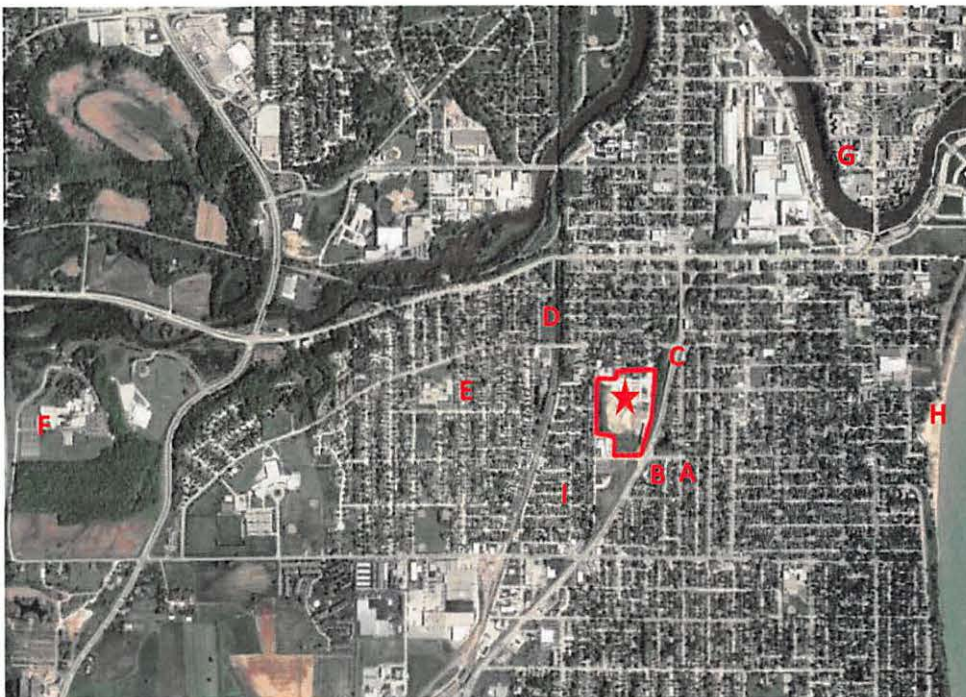




## "The Oscar"

### Master Re-Development of Vandervart Concrete Site Sheboygan, Wisconsin

- ❖ 17.5 Acre Site
- ❖ Used as a concrete company since 1888
- ❖ No longer fits with surrounding uses
- ❖ Site serves as the "Front Door" along the main corridor into downtown Sheboygan
- ❖ \$42,000,000 Investment in Sheboygan



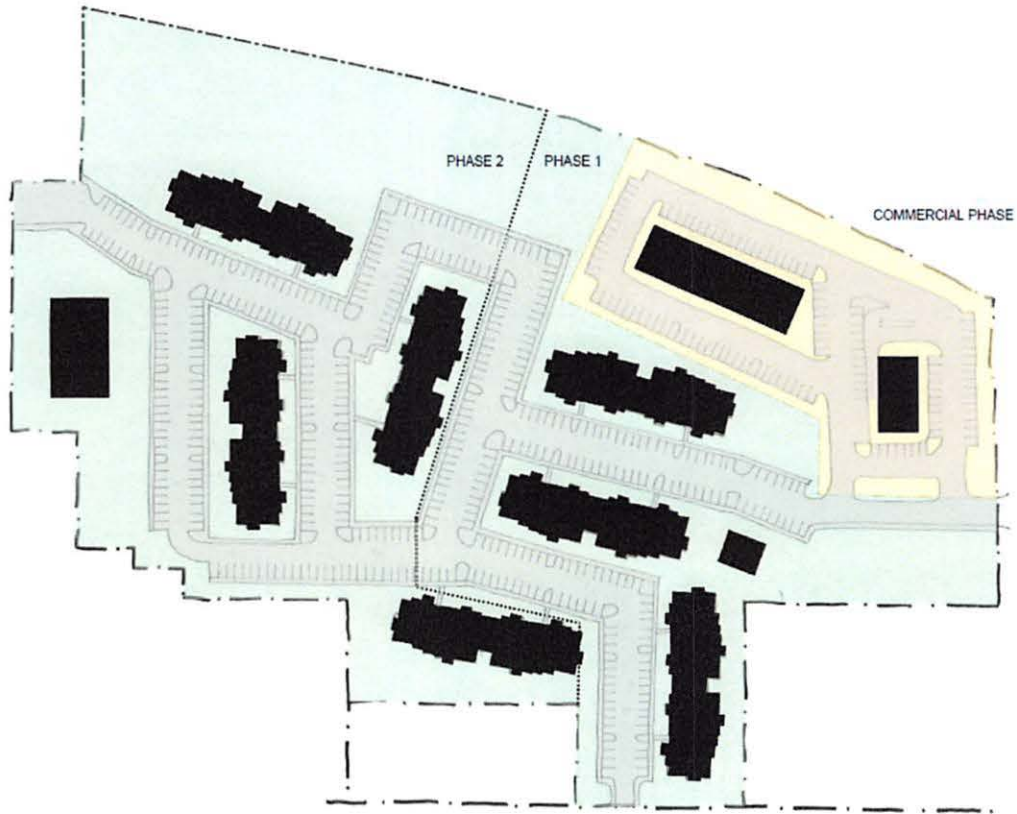
A - <u>Grocery:</u>	0.5 mile
B - <u>Bank:</u>	0.2 mile
C - <u>Bus Stop:</u>	0.1 mile
D - <u>Park:</u>	0.3 mile
E - <u>Schools:</u>	8 w/in 1 mile
F - <u>U. of WI:</u>	2.5 mile
G - <u>Downtown:</u>	1.2 mile
H - <u>Lake Front:</u>	1.0 mile
I - <u>Health Clinic:</u>	0.8 mile
★ - <u>SUBJECT SITE</u>	

PHASE	DETAILS	MIX	AFFORDABILITY
Phase 1 Residential	~ 7 acres 108 units 185 parking spots	36 (1 BD) 54 (2 BD) 18 (3 BD)	Units at 30/50/60% AMI along with market rate.
Phase 2 Residential	~ 7.62 acres 144 units 247 parking spots	48 (1 BD) 72 (2 BD) 24 (3 BD)	TBD
Commercial Phase	~ 3 acres 4,500 square foot standalone w/ drive through 12,000 square multibay retail 114 parking spots	Potential for multiple users OR one large user	

MAKE MORE POSSIBLE.



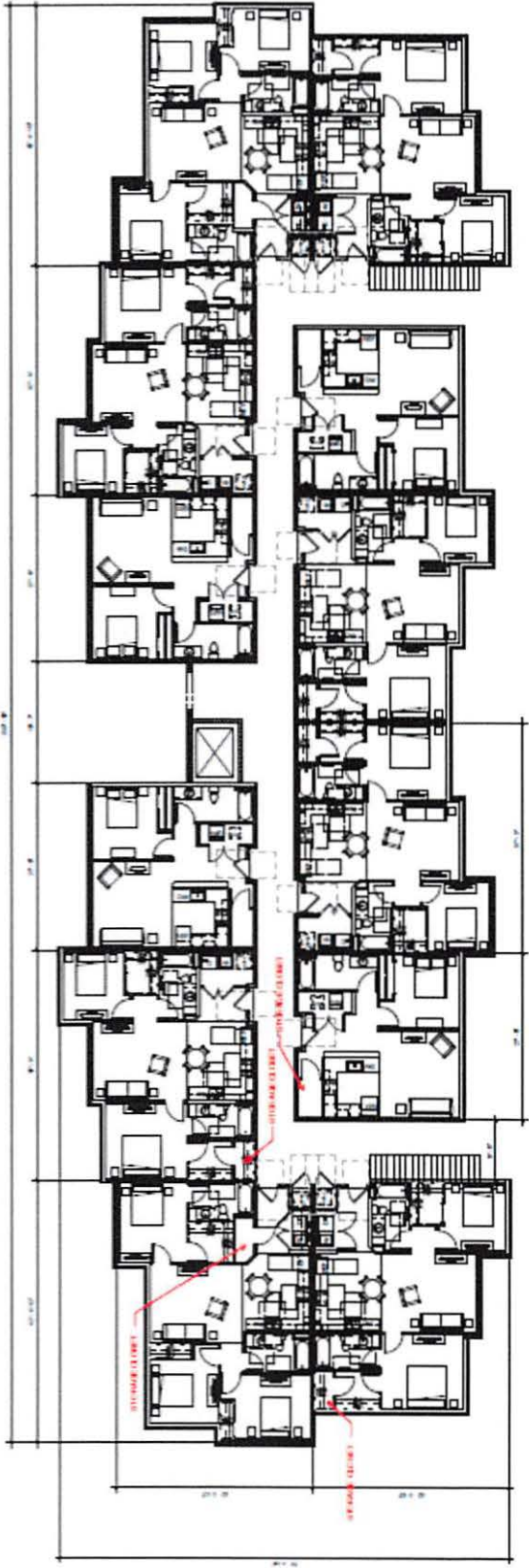
## Site Plan



## Sample Elevations



Typical Residential Floorplan



## LOHR PROPERTIES – SHEBOYGAN, LLC

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August 20, 2018

Joel Oliver  
Vice President  
Green Street Development

I Richard Lohr, as Sole Member of Lohr Properties-Sheboygan, LLC. own property that includes buildings and structures in the City of Sheboygan. The property is located with current addresses of 1436, 1436A, 1436B and 1540 South 15<sup>th</sup> street. The property also includes 1440 South 16<sup>th</sup> street in the City of Sheboygan. A property map illustrating the area is attached with this letter. This property is currently zoned U1, Urban Industrial District.

In an action to improve the property, Green Street Development proposes to purchase all of the approximately 17.5 acres including buildings. For the proposed sale of the property to proceed, the current zoning would need to be altered for Green Street Development to build on the property. As the Sole Member of Lohr Properties - Sheboygan, LLC I agree with the request for the property rezoning as requested. If for any reason, Green Street Development does not complete the purchase of the property, I request the zoning to remain in effect or transfer back to U1 if it was altered for Green Street Development.

Any required permits, fees or documents that may be needed for altering the zoning, changing the land use, conditional use permit or other documents that may be required are to be provided by Green Street Development.

Respectfully,

*Richard Lohr*

Sole Member

Attachments: Property Map  
Legal Description of property

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Mailing Address: PO Box 490 Sheboygan, Wisconsin 53082-0490

Established April, 2014



August 20, 2018

Joel Oliver  
Vice President  
Green Street Development

I Richard Lohr, as owner of VanDerVart Concrete Products, LLC. currently rent approximately 17.50 acres of property that includes buildings and structures from Lohr Properties - Sheboygan, LLC. The property is located with addresses including 1436, 1436A, 1436B and 1540 South 15<sup>th</sup> street. Also included is 1440 South 16<sup>th</sup> street in the City of Sheboygan. This property in its entirety consists of approximately 17.50 acres and is currently zoned U1, Urban Industrial District.

VanDerVart Concrete Products, LLC is aware of the possible sale of the entire property to Green Street Development. In the process of the proposed sale of the property, the current zoning would need to be altered for Green Street Development to obtain and build on the property. As president of VanDerVart Concrete Products, LLC. I agree with the request for the property zoning to be changed if the sale of the property is completed. If for any reason, Green Street Development does not complete the purchase of the property, VanDerVart Concrete Products needs the UI, Urban Industrial District zoning to remain in effect or transfer the zoning back to U1 if it was altered by the request of Green Street Development.

Any required permits, fees or documents that may be needed for altering the zoning, changing the land use, conditional use permit or other documents that may be required are to be provided by Green Street Development.

VanDerVart Concrete Products, LLC requests to be copied on all permits, zoning changes and correspondence in this matter.

Sincerely,

*Richard Lohr*

President  
VanDerVart Concrete Products, LLC  
PO Box 490  
Sheboygan, WI 53082-0490

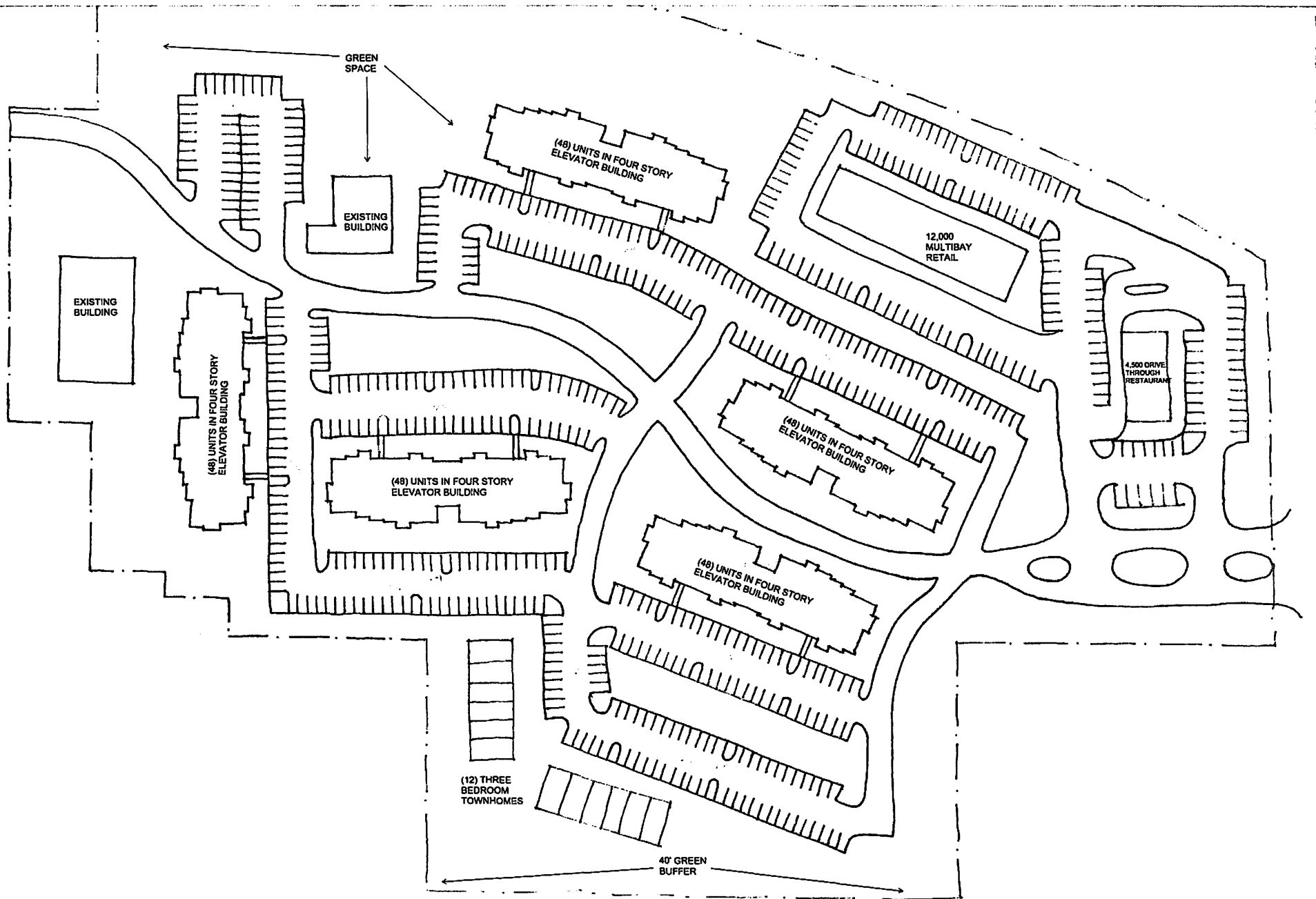




2 Phases

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CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 181391

License No: 0000

Date: 08/24/2018

Received By: MMD

Received From: GREEN STREET DEVELOPMENT GROUP

Memo: REZONE 1440 S 16TH ST

Method of Payment: \$200.00 Check No. 1253

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

**II**

R. O. No. 118 - 18 - 19. By CITY CLERK. September 17, 2018.

Submitting an application from Guske Electric Inc. for a change in the zoning classification of property located at 3411 Lakeshore Road from Class Urban Industrial (UI) to Class Suburban Industrial (SI).

*City Plan*

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City Clerk



9-11-2018

Attn: To Whom it may concern

In regards to the property located at 3411 Lakeshore Rd otherwise known as Guske Electric Inc. I am hereby requesting a change in the zoning classification from Urban Industrial to Suburban Industrial. I have a local business that is being displaced from their current location due to changes being pursued by their landlord and city plans for downtown development. A large portion of my building is being underutilized and I would like to pursue a long term lease with Wild Chiropractic. This would address both his need for a new location and my need to find a suitable tenant for the space and surrounding neighborhood. Under the current zoning classification this would not be possible but, with the change I am requesting it would allow a mixed use of my building for both light commercial and light industrial. From the standpoint of the appearance of our neighborhood and types of surrounding businesses, I feel that a professional service type tenant would be less impactful than an industrial type tenant.

The exterior of my building would not change in appearance other than replacing all the front windows that are approx 50 years old with new Low-E windows of same size in the existing framework. In the past year I have removed approx 40,000 sq ft of asphalt parking and would replace this with approx 6,000 sq ft of concrete parking for the tenant and green space for the remainder.

This chiropractor is a single doctor operation with an assistant and receptionist which would minimally impact traffic in the area. Any exterior signage would necessarily need to be pre-approved by the city prior to installing but as the owner of the building I would not allow tenant signage to exceed in size the existing Guske Electric signage (see attached photo).

Thank you for your time and consideration in reviewing my request.

Michael A Wiltzius  
President,  
Guske Electric Inc.

APPLICATION NO.: \_\_\_\_\_

RECEIPT NO.: \_\_\_\_\_

FILING FEE: \$200.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN  
APPLICATION FOR  
AMENDMENT OF OFFICIAL ZONING MAP**

(Requirements Per Section 15.903)

Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 606 North 6<sup>th</sup> Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

**1. APPLICANT INFORMATION**

APPLICANT: Michael A Witzius PHONE NO.: (920) 377-0895  
ADDRESS: 2004 Waverly Ct E-MAIL: mike@guskedetric.com  
OWNER OF SITE: Michael A Witzius PHONE NO.: (920) 377-0895

**2. DESCRIPTION OF THE SUBJECT SITE**ADDRESS OF PROPERTY AFFECTED: 3411 Lake Shore RdLEGAL DESCRIPTION: See Attachment

PARCEL NO. \_\_\_\_\_ MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Urban IndustrialPROPOSED ZONING DISTRICT CLASSIFICATION: Suburban Industrial

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: \_\_\_\_\_

See Attached Letter on Guske Electric letterhead

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: \_\_\_\_\_

See Attached Letter on Guske Electric Letterhead

### 3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? \_\_\_\_\_

Current Zoning Classification limits greatly the pool of potential tenants that would fit the neighborhood.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- ☒ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- ☐ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- ☐ Explain: See Attached Letter on Guske Electric Letterhead

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? \_\_\_\_\_

See the Attached Letter on Guske Electric Letterhead.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The neighborhood is mostly residential and a quiet  
type of business (chiropractor) would fit in more appropriately  
than an industrial type of business.

#### 4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Michael A. Wiltzius  
APPLICANT'S SIGNATURE

9-11-2018  
DATE

Michael A. Wiltzius  
PRINT ABOVE NAME

#### APPLICATION SUBMITTAL REQUIREMENTS

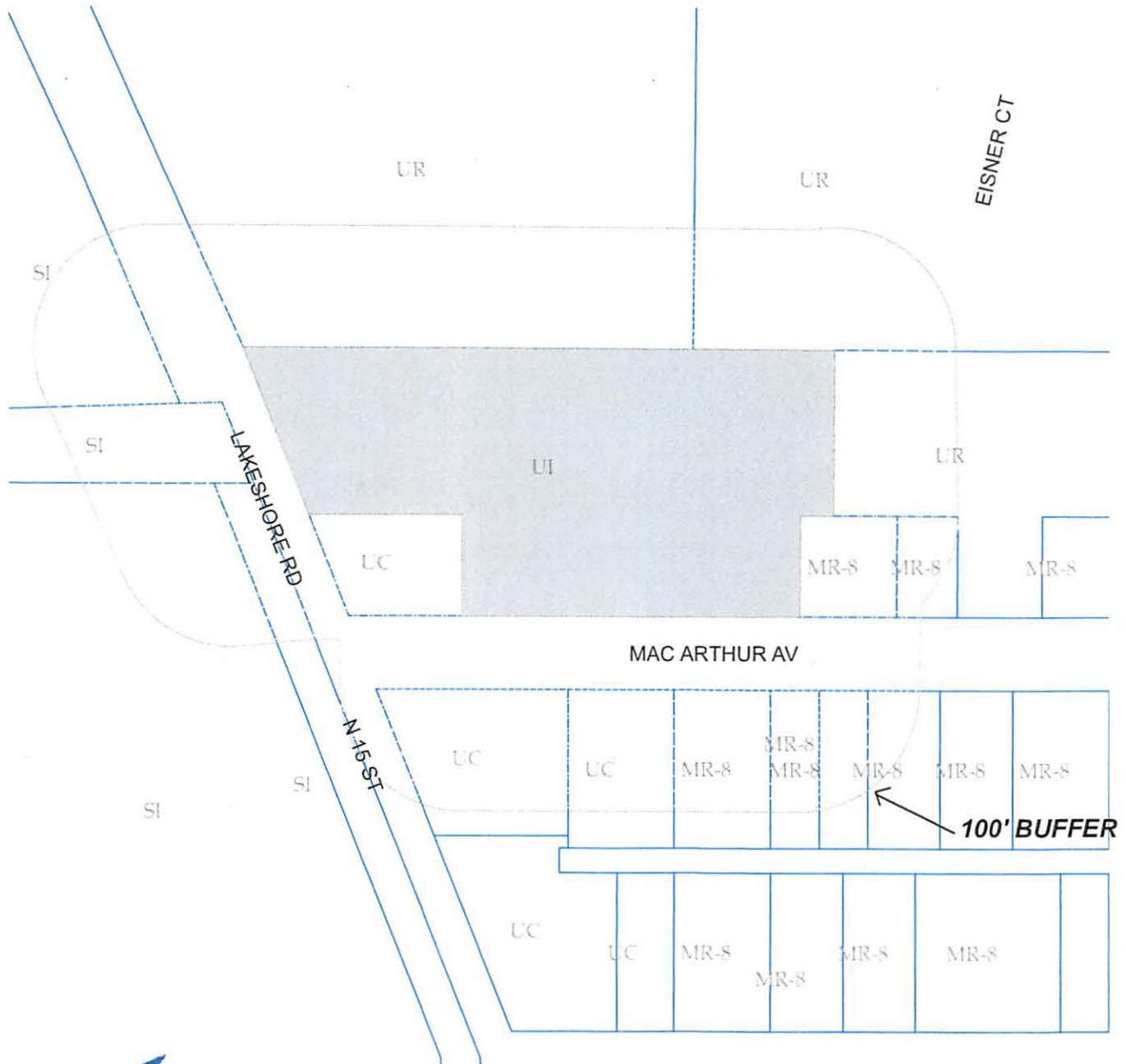
A copy of the current zoning map of the subject property and vicinity showing:

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 100 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

# PROPOSED ZONING CHANGE FROM URBAN INDUSTRIAL (UI) TO SUBURBAN INDUSTRIAL (SI)

SECTION 10, T. 15 N, R. 23 E

LAKE SHORE DIVISION LOTS 13,14,15,16,17,18 & 19 BLK 10, ALSO UNPL LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS INTERSECTION WITH E-W 1/4 LN OF SD SEC 10, TH SE 129.00' ALG THE CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK 10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB, EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT









**Michael A. Wiltzius**  
*President*  
**Guske Electric, Inc.**

---











GREEN  
SPACE

AREA OF  
NEW  
CONCRETE

AREA CHIROPODONT  
WOULD OCCUPY





GREEN  
SPACE

AREA CHARACTERATOR  
would occupy

AREA OF  
new concrete

CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 181448

License No: 0000

Date: 09/12/2018

Received By: MMD

Received From: GUSKE ELECTRIC

Memo: REZONE 3411 LAKESHORE RD

Method of Payment: \$200.00 Check No. 8706

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

II

R. O. No. 119 - 18 - 19. By CITY CLERK. September 17, 2018.

Submitting a communication from Bryan Goodteacher requesting a waiver from the Sex Offender Residency requirements to reside at Superior Manor.

LIPS

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CITY CLERK

AUG 30 '18 PM 4:20

Date: 8-30-18

My name is: Bryan Goodteacher

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

Superior Manor.

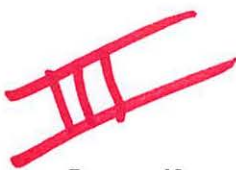
Signature: Bryan Goodteacher

Phone Number: 920 400 7332

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.

 Res. No. 99 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
September 17, 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 purposes of:

Establish estimated revenue and appropriation for donations received for Sheboygan Police Department K-9 Fund:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Police Department Contributions 10121100-467101-00026	General Fund Police Department Safety Supplies 10121100-530260-00028	\$10,067

Establish estimated revenue and appropriation for sale of Fire Department equipment:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Fire Department Sale of Equipment 10122100-469101	General Fund Fire Department Program Supplies 10122100-530200	\$175

Finance  
Personnel

Establish estimated revenue and appropriation for sale of metal:


<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Department of Public Works	Municipal Service Building	
Miscellaneous Revenue	Tools & Small Equipment	
10133110-449911	10133110-530255	\$862.63

---

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

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

A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$5,100,000  
GENERAL OBLIGATION REFUNDING BONDS AND APPROXIMATELY \$3,650,000 TAXABLE  
GENERAL OBLIGATION REFUNDING BONDS.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the  
"City") is presently in need of approximately \$8,750,000 for the public  
purpose of refunding certain outstanding obligations of the City, to wit:  
Taxable Note Anticipation Notes, dated July 2, 2018; and

WHEREAS, the Common Council deems it to be necessary, desirable and  
in the best interest of the City to borrow said funds through the issuance  
of two series of general obligation refunding bonds, one on a tax-exempt  
and one on a taxable basis, pursuant to Section 67.04, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City  
that:

Section 1. Issuance of the Bonds. The City shall issue its General  
Obligation Refunding Bonds in a principal amount of approximately  
\$5,100,000 and its Taxable General Obligation Refunding Bonds in a  
principal amount of approximately \$3,650,000 (collectively, the "Bonds")  
for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and  
directs that the Bonds be offered for public sale. At a subsequent  
meeting, the Common Council shall consider such bids for the Bonds as may  
have been received and take action thereon.

Section 3. Official Notices of Sale. The City Clerk (in  
consultation with the City's financial advisor, Wisconsin Public Finance  
Professionals, LLC ("WPFP")) be and hereby is directed to cause notices of  
the sale of the Bonds to be disseminated in such manner and at such times  
as the City Clerk may determine and to cause copies of complete Official  
Notices of Sale and other pertinent data to be forwarded to interested  
bidders as the City Clerk may determine.

*Frances  
Personnel*

Section 4. Official Statement. The City Clerk (in consultation with WFPF) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under 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 \_\_\_\_\_, 2018.

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

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

VIII

R. C. No. 133 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
September 17, 2018.

Your Committee to whom was referred R. O. No. 109-18-19 by City Clerk submitting a communication from Rohde Dales asking for the City to consider extending the financial deadlines of the Armory Community Project; recommends to file the document and approve the Resolution granting the request.

reg.

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

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

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

III

Res. No. 96 - 18 - 19. By Alderperson Rindfleisch. September 17, 2018.

A RESOLUTION authorizing the appropriate City officials to execute the Amendment to Redevelopment Agreement By and Between The Armory Community Project, Inc. and the City of Sheboygan to provide for an additional 60 days for fundraising.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Amendment to Redevelopment Agreement By and Between The Armory Community Project, Inc. and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

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

**AMENDMENT TO  
REDEVELOPMENT AGREEMENT  
BY AND BETWEEN**

**THE ARMORY COMMUNITY PROJECT, INC.  
AND  
THE CITY OF SHEBOYGAN**

This Amendment to Redevelopment Agreement ("Amendment") amends the Redevelopment Agreement By and Between The Armory Community Project, Inc. ("Developer") and The City of Sheboygan ("City") ("Agreement"). The Agreement was originally executed on April 25, 2018. Except as specified herein, the Contract remains unchanged and in full force and effect.

The parties hereto are the parties to the Agreement and, for good and valuable consideration, mutually agree to the following amendment to the Contract.

In the Agreement, Article III, Section 301(d) stated:

Major Gift Commitments. The Developer shall obtain funding from the sale of tax credit in the amount of \$4,600,000.00 within two hundred forty (240) days of the date of this Agreement. Additionally, the Developer shall have received major gift commitments (including from the sale of naming rights) of not less than \$1,500,000.00 within one hundred twenty (120) days of the date of this Agreement, and an additional \$900,000.00 within one hundred eighty (180) days of the date of this Agreement. Developer shall have obtained total funding (from the sale of tax credit, naming rights, and gift commitments) in the amount of \$7,000,000 within two hundred forty (240) days of the date of this Agreement ("Commitments Progress"). If the Developer has not achieved the Commitments Progress, the City shall have the right to terminate this Agreement.

The second sentence of Section 301(d) shall be amended to state: "Additionally, the Developer shall have received major gift commitments (including from the sale of naming rights) of not less than \$2,400,000 within one hundred eighty (180) days of the date of this Agreement."

In the event that Developer determines that they will not be able to make the Commitments Progress prior to the timeframe set forth in Section 301(d), Developer agrees to inform the City as soon as practicable.

IN WITNESS WHEREOF, the parties have executed this Amendment as of \_\_\_\_\_, 2018.

**CITY:**

**CITY OF SHEBOYGAN, WISCONSIN**

By: \_\_\_\_\_  
Mike Vandersteen, Mayor

ATTEST:

By: \_\_\_\_\_  
Meredith DeBruin, City Clerk

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

**DEVELOPER:**

**ARMORY COMMUNITY PROJECT,  
INC.**

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

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

ACKNOWLEDGMENTS

STATE OF WISCONSIN            )  
  )       ss  
SHEBOYGAN COUNTY            )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

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

STATE OF WISCONSIN            )  
  )       ss  
SHEBOYGAN COUNTY            )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above-named \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

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

This instrument drafted by:

Thomas D. Cameron  
828 Center Ave., Suite 304  
Sheboygan, WI 53081  
Wisconsin State Bar No. 1071734

This Amendment to Redevelopment Agreement between the Armory Community Project, Inc. and the City of Sheboygan is authorized by and in accordance with Res. No. \_\_\_\_ - 18-19

II

3.2

R. O. No. 109 - 18 - 19. By CITY CLERK. September 4, 2018.

Submitting a communication from Rohde Dales asking for the City to consider extending the financial deadlines of the Armory Community Project.

Finance + Personnel

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CITY CLERK



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

August 22, 2018

**VIA HAND DELIVERY**

The City of Sheboygan  
Sheboygan, WI 53081

Re: Armory Community Project

Dear Sir/Madam:

I work with several foundations in the community, some of which have the Armory Community Project (ACP) in front of them at this time, and others will not be meeting until September or October. One obstacle is the unrealistic time frame that the ACP has for the initial deadline for gathering financial commitments totaling 1.5 million. Would the City please consider extending the financial deadlines by sixty (60) days to allow certain foundations the courtesy of a full review of this worthy project?

Thank you for your consideration.

Sincerely Yours,

R. T. Melzer

RTM/klb

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

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

**AMENDMENT TO  
REDEVELOPMENT AGREEMENT  
BY AND BETWEEN**

**THE ARMORY COMMUNITY PROJECT, INC.  
AND  
THE CITY OF SHEBOYGAN**

This Amendment to Redevelopment Agreement ("Amendment") amends the Redevelopment Agreement By and Between The Armory Community Project, Inc. ("Developer") and The City of Sheboygan ("City") ("Agreement"). The Agreement was originally executed on April 25, 2018. Except as specified herein, the Contract remains unchanged and in full force and effect.

The parties hereto are the parties to the Agreement and, for good and valuable consideration, mutually agree to the following amendment to the Contract.

In the Agreement, Article III, Section 301(d) stated:

Major Gift Commitments. The Developer shall obtain funding from the sale of tax credit in the amount of \$4,600,000.00 within two hundred forty (240) days of the date of this Agreement. Additionally, the Developer shall have received major gift commitments (including from the sale of naming rights) of not less than \$1,500,000.00 within one hundred twenty (120) days of the date of this Agreement, and an additional \$900,000.00 within one hundred eighty (180) days of the date of this Agreement. Developer shall have obtained total funding (from the sale of tax credit, naming rights, and gift commitments) in the amount of \$7,000,000 within two hundred forty (240) days of the date of this Agreement ("Commitments Progress"). If the Developer has not achieved the Commitments Progress, the City shall have the right to terminate this Agreement.

The second sentence of Section 301(d) shall be amended to state: "Additionally, the Developer shall have received major gift commitments (including from the sale of naming rights) of not less than \$2,400,000 within one hundred eighty (180) days of the date of this Agreement."

In the event that Developer determines that they will not be able to make the Commitments Progress prior to the timeframe set forth in Section 301(d), Developer agrees to inform the City as soon as practicable.

IN WITNESS WHEREOF, the parties have executed this Amendment as of  
October 3, 2018.

**CITY:**

**CITY OF SHEBOYGAN, WISCONSIN**

By: Mike Vandersteen  
Mike Vandersteen, Mayor

ATTEST:

By: Meredith DeBruin  
Meredith DeBruin, City Clerk

DATE:

10/3/18

**DEVELOPER:**

**ARMORY COMMUNITY PROJECT,  
INC.**

By: Jennifer F. Lehrke

ATTEST:

By: Neil Blum

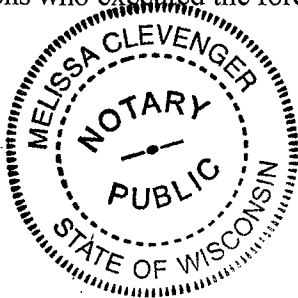
DATE:

9/25/18

ACKNOWLEDGMENTS

STATE OF WISCONSIN           )  
  )  
SHEBOYGAN COUNTY         )       ss

Personally came before me this 3<sup>rd</sup> day of October, 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Melissa Cleverger  
Notary Public, State of Wisconsin  
My Commission expires on 7/24/21

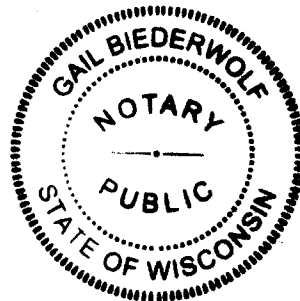
STATE OF WISCONSIN           )  
  )  
SHEBOYGAN COUNTY         )       ss

Personally came before me this 25<sup>th</sup> day of September, 2018, the above-named Jennifer L. Lehrher to me known to be the persons who executed the foregoing instrument and acknowledged the same.

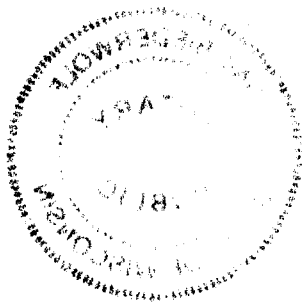
Gail Biederwolf  
Notary Public, State of Wisconsin  
My Commission expires on 8/10/2019

This instrument drafted by:

Thomas D. Cameron  
828 Center Ave., Suite 304  
Sheboygan, WI 53081  
Wisconsin State Bar No. 1071734



This Amendment to Redevelopment Agreement between the Armory Community Project, Inc. and the City of Sheboygan is authorized by and in accordance with Res. No. 96 - 18-19



VIII

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

Your Committee to whom was referred Res. No. 89-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (CDBG); recommends approving the Resolution.

reg

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

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

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

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

III

4.3

Res No. 89 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
September 4, 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 purposes of:

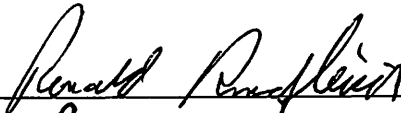
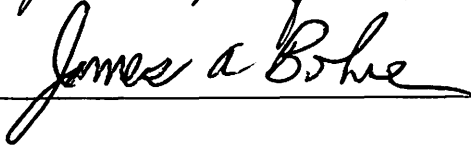
Establish estimated revenue and appropriation for 2018 Community Development Block Grant Entitlement Program

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Community Block Grant Fund Entitlement 21861100-431901-0	Street Trees 21861100-631100	\$110,000
	Park Facilities- Cameras 21861100-631100	\$20,000
	Land Acquisition 21861100-611100	\$95,000
	Historic Preservation 21861100-540100	\$100,000
	Planning-Mayline Area Master Plan 21861100-521900	\$100,000
	Planning-Update Downtown Master Plan 21861100-521900	\$25,000
	Public Facilities-Street Lighting 21861100-631100	\$50,000
	Public Facilities- Bike Share 21861100-631300	\$13,000
	Cleanup of Contaminated Sites 21861100-521900	\$26,200
	Partners for Community Development 21898100-590100	\$25,000
	Salvation Army 21898100-590100	\$49,706
	Safe Harbor 21898100-590100	\$10,000

Finance/  
Personnel  
approve

Lakeshore Community Health Center 21898100-590100	\$3,000
SCIO 21898100-590100	\$5,000
Shoreline Metro 21893200-590100	\$42,493
Family Service Association 21898100-590100	\$15,000
Family Connections 21898100-590100	\$5,000
Administration 21898100-521500	\$173,599

BE IT FURTHER RESOLVED: That the City Clerk publish this budget change according to §65.90(5) of the Wisconsin Statutes.

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 AND**  
**FAMILY SERVICE ASSOCIATION OF SHEBOYGAN, INC.**  
**FOR CDBG FUNDS FOR 2018 PROGRAM YEAR**

**THIS AGREEMENT** made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY,**" and Family Service Association of Sheboygan, Inc., 1930 North 8<sup>th</sup> Street, Sheboygan, Wisconsin, a not for profit corporation, hereinafter called "**FAMILY SERVICE.**"

**WITNESSETH:**

**WHEREAS,** the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2018 program year, hereinafter called "**CDBG FUNDS**"; and

**WHEREAS,** the **CITY** is committed to promoting the public health, safety and welfare of the Sheboygan community and economic growth and development; and

**WHEREAS,** **FAMILY SERVICE** provides one-on-one financial and housing counseling and educational programs to promote financial literacy and financial stability; and

**WHEREAS,** **FAMILY SERVICE** submitted a proposal for **CDBG FUNDS** to be utilized to provide these services to low and moderate income participants; and

**WHEREAS,** the Common Council for the City of Sheboygan has allocated Fifteen Thousand and 00/100 (\$15,000.00) Dollars of the 2018 **CDBG FUNDS** for **FAMILY SERVICE** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by **FAMILY SERVICE** for this program year shall be the basis for the requirements that shall be followed in regards to this contract.

**NOW, THEREFORE,** in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **FAMILY SERVICE** mutually agree as follows:

**ARTICLE I - GENERAL DESCRIPTION OF PROJECT**

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through financial and housing counseling and educational programs to encourage individuals to become self-sufficient. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

## **ARTICLE II - SERVICES PROVIDED BY FAMILY SERVICE**

1. **FAMILY SERVICE** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **FAMILY SERVICE** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **FAMILY SERVICE** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **FAMILY SERVICE'S** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

4. **FAMILY SERVICE** shall provide one-on-one financial and housing counseling and educational programs to encourage low and moderate income individuals to become financially self-sufficient.

## **ARTICLE III - NONDISCRIMINATION PROVISION**

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

## **ARTICLE IV - CONTRACT PERIOD**

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2018 and ending March 31, 2019.

## **ARTICLE V - COMPENSATION**

In response to itemized bills for salary and fringe benefits, **FAMILY SERVICE** shall be compensated for actual costs incurred. The Department of City Development may authorize, in writing, upon written request by **FAMILY SERVICE**, the use of HUD monies for other expenditures. The **CITY** agrees to compensate **FAMILY SERVICE** up to, but not exceeding, the total amount of Fifteen Thousand and 00/100 (\$15,000.00) Dollars for the entire contract period on a lump sum basis.

## **ARTICLE VI - REQUEST FOR PAYMENT**

**FAMILY SERVICE** shall submit a written request for payment to the Department of City Development. The request for reimbursement shall itemize the actual costs incurred. The **CITY** agrees to make payment within fifteen (15) days of receipt of such request.

## **ARTICLE VII - QUARTERLY REPORT BY FAMILY SERVICE**

Any and all expenditures of monies received by **FAMILY SERVICES** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **FAMILY SERVICES** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

## **ARTICLE VIII - VERIFICATIONS OF EXPENDITURES**

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **FAMILY SERVICE** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

## **ARTICLE IX - WAIVER OF RELOCATION COSTS**

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **FAMILY SERVICE** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

## **ARTICLE X - MODIFICATIONS**

This Agreement may be modified or amended only in writing, signed by both parties.

## **ARTICLE XI - ASSIGNMENT BY FAMILY SERVICE**

**FAMILY SERVICE** shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY**, in writing.

## **ARTICLE XII - FINAL PAYMENT ACCEPTANCE**

The acceptance by **FAMILY SERVICE** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **FAMILY SERVICE** may have against the **CITY** under the provisions of this Agreement.

#### ARTICLE XIII - LIMITATION OF AUTHORITY

**FAMILY SERVICE** shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY**. Furthermore, **FAMILY SERVICE** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **FAMILY SERVICE'S** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

#### ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE

**FAMILY SERVICE** agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **FAMILY SERVICE** further agrees to hold harmless the **CITY**, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **FAMILY SERVICE**.

**FAMILY SERVICE** shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY**. Such certificate of insurance shall be attached to the original executed Agreement.

#### ARTICLE XV - CONFLICT OF INTEREST

**FAMILY SERVICE** covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

#### ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

**IN WITNESS WHEREOF**, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 1ST day of October, 2018.

CITY OF SHEBOYGAN

BY:

Michael Vandersteen  
Michael Vandersteen, Mayor

ATTEST:

Meredith DeBruin  
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Family Service Association of Sheboygan, Inc. has caused this Agreement to be signed this 21 day of Sept, 2018.

FAMILY SERVICE  
ASSOCIATION OF SHEBOYGAN,  
INC.

BY:

Wayne Amesbach

ATTEST:

Cheryl Nadeau

Examined and Approved as to  
Form and Execution this 7  
day of November, 2018.

Charles C Adams  
City Attorney  
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res.  
No. 89-18-19.

**AGREEMENT**  
**BETWEEN THE CITY OF SHEBOYGAN AND**  
**THE SALVATION ARMY**  
**FOR CDBG FUNDS FOR 2018 PROGRAM YEAR**

**THIS AGREEMENT** made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**," and The Salvation Army of Sheboygan, an Illinois Corporation located at 710 Pennsylvania Avenue, Sheboygan, Wisconsin, a not for profit corporation, hereinafter called "**SALVATION ARMY**."

**WITNESSETH:**

**WHEREAS**, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2018 program year, hereinafter called "**CDBG FUNDS**"; and

**WHEREAS**, the **CITY** is committed to services for minorities, fair housing and economic development/ the development and upgrade of housing and economic development in low and moderate income areas of the **CITY**; and

**WHEREAS**, **SALVATION ARMY** has submitted a proposal for funding and support of a 45 bed shelter. The services provided to the residents include transportation assistance, daycare assistance, meals, personal care/hygiene products, referrals to addition community resources, and educational opportunities regarding job readiness, budget counseling, and fair housing. In addition to these services, individualized case management also addresses a variety of needs related to Social Security Income, completion of high school diplomas or equivalent, assistance finding mental health/ AODA treatment, and daily living social skills; and

**WHEREAS**, the Common Council for the City of Sheboygan has allocated Forty-nine Thousand Seven Hundred Six and 00/100 (\$49,706.00) Dollars of the 2018 **CDBG FUNDS** for **SALVATION ARMY** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by **SALVATION ARMY** for this program year shall be the basis for the requirements that shall be followed in regards to this contract.

**NOW, THEREFORE**, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **SALVATION ARMY** mutually agree as follows:

## **ARTICLE I - GENERAL DESCRIPTION OF PROJECT**

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through the provision of housing counseling services in the City of Sheboygan. **SALVATION ARMY** shall continue to provide supportive services for minority low and moderate-income persons and economic development in targeted areas of the **CITY**. **SALVATION ARMY** shall utilize these CDBG funds to support the 45 bed shelter. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income. Documentation shall be in a form signed by each individual or family counseled or assisted.

## **ARTICLE II - SERVICES PROVIDED BY SALVATION ARMY**

1. **SALVATION ARMY** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **SALVATION ARMY** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **SALVATION ARMY** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **SALVATION ARMY'S** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

## **ARTICLE III - NONDISCRIMINATION PROVISION**

The parties agree not to illegally discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

## **ARTICLE IV - CONTRACT PERIOD**

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2018 and ending March 31, 2019.

#### **ARTICLE V - COMPENSATION**

**SALVATION ARMY** shall be compensated for actual service costs incurred on a lump sum basis with proper documentation provided. The Department of City Development may authorize, in writing, upon written request by **SALVATION ARMY**, the use of HUD monies for other expenditures. The **CITY** agrees to compensate up to, but not exceeding, the total amount of Forty-nine Thousand Seven Hundred Six and 00/100 (\$49,706.00) Dollars for the entire contract period.

#### **ARTICLE VI - REQUEST FOR PAYMENT**

**SALVATION ARMY** shall submit a written request for payment to the Department of City Development. The request for payment shall clearly indicate the purpose for which the funds are to be used. The **CITY** may disburse payment in one lump sum payment.

#### **ARTICLE VII - QUARTERLY REPORT BY SALVATION ARMY**

Any and all expenditures of monies received by **SALVATION ARMY** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **SALVATION ARMY** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

#### **ARTICLE VIII - VERIFICATIONS OF EXPENDITURES**

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **SALVATION ARMY** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

#### **ARTICLE IX - WAIVER OF RELOCATION COSTS**

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **SALVATION ARMY** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

#### **ARTICLE X - MODIFICATIONS**

This Agreement may be modified or amended only in writing, signed by both parties.

#### **ARTICLE XI - ASSIGNMENT BY SALVATION ARMY**

**SALVATION ARMY** shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY**, in writing.

#### **ARTICLE XII - FINAL PAYMENT ACCEPTANCE**

The acceptance by **SALVATION ARMY** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **SALVATION ARMY** may have against the **CITY** under the provisions of this Agreement.

#### **ARTICLE XIII - LIMITATION OF AUTHORITY**

**SALVATION ARMY** shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY**. Furthermore, **SALVATION ARMY** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **SALVATION ARMY'S** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

#### **ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE**

**SALVATION ARMY** agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **SALVATION ARMY** further agrees to hold harmless the **CITY**, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including

death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **SALVATION ARMY**.

**SALVATION ARMY** shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY**. Such certificate of insurance shall be attached to the original executed Agreement.

#### **ARTICLE XV - CONFLICT OF INTEREST**

**SALVATION ARMY** covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

#### **ARTICLE XVI - TERMINATION**

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

**IN WITNESS WHEREOF**, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 15th day of 2018.October, 2018.

**CITY OF SHEBOYGAN**

BY:

  
Michael Vandersteen, Mayor

ATTEST:

  
Meredith DeBruin, City Clerk

**IN WITNESS WHEREOF**, Salvation Army of Sheboygan has caused this Agreement to be signed this 22 day of September, 2018.

**SALVATION ARMY OF  
SHEBOYGAN**

BY:

B

9/28/18

Assistant Secretary

ATTEST:

Renea Smith

Renea Smith  
Assistant Secretary

Examined and Approved as to  
Form and Execution this 7  
day of November, 2018.

Charles C. Adams  
City Attorney  
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res.  
No. 89-18-19.

**AGREEMENT**  
**BETWEEN THE CITY OF SHEBOYGAN AND**  
**PARTNERS FOR COMMUNITY DEVELOPMENT**  
**FOR CDBG FUNDS FOR 2018 PROGRAM YEAR**

**THIS AGREEMENT** made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**", and **PARTNERS FOR COMMUNITY DEVELOPMENT** a Wisconsin not for profit corporation, hereinafter called "**PARTNERS**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2018 program year, hereinafter called "**CDBG FUNDS**"; and

**WHEREAS**, the **CITY** is committed to job training, supporting services for minorities, fair housing and economic development/ the development and upgrade of housing and economic development in low and moderate income areas of the **CITY**; and

**WHEREAS**, **PARTNERS** submitted a proposal for **CDBG FUNDS** to be utilized to administer housing assistance programs. The Request for Proposals (RFP) submitted by **PARTNERS** for this program year shall be the basis for the requirements that need to be followed in regards to this contract; and

**WHEREAS**, the Common Council for the City of Sheboygan has allocated Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars of the 2018 **CDBG FUNDS** for **PARTNERS** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant.

**NOW, THEREFORE**, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **PARTNERS** mutually agree as follows:

**ARTICLE I - GENERAL DESCRIPTION OF PROJECT**

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through financial and housing counseling and educational programs to encourage individuals to become self-sufficient. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

**ARTICLE II - SERVICES PROVIDED BY PARTNERS**

1. **PARTNERS** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **PARTNERS** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **PARTNERS** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **PARTNERS'** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

#### **ARTICLE III - NONDISCRIMINATION PROVISION**

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

#### **ARTICLE IV - CONTRACT PERIOD**

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2018 and ending March 31, 2019.

#### **ARTICLE V - COMPENSATION**

**PARTNERS** shall be compensated for actual monthly costs incurred. The Department of City Development may authorize, in writing, upon written request by **PARTNERS**, the use of HUD monies for other expenditures. The **CITY** agrees to compensate up to, but not exceeding, the total amount of Twenty-Five Thousand and 00/100 (\$25,000) Dollars for the entire contract period.

#### **ARTICLE VI - REQUEST FOR PAYMENT**

**PARTNERS** shall submit a written request for payment to the Department of City Development on the first day of each month. The **CITY** agrees to make payment each month within fifteen (15) days of receipt of such request.

#### **ARTICLE VII - QUARTERLY REPORT BY PARTNERS**

Any and all expenditures of monies received by **PARTNERS** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to administering the housing assistance programs. **PARTNERS** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before January 15, April 15, July 15 & October 15, and as necessary through the remainder of the year. Additionally, **PARTNERS** shall provide the **CITY** with a written report describing its accomplishments directly related to the services it is required to perform under this Agreement and shall submit such report to the **CITY**, quarterly, on the aforementioned dates. Such report shall show the number of low or moderate income individuals or families assisted and racial data. A form is attached to this agreement that should be provided quarterly to

the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

#### **ARTICLE VIII - VERIFICATIONS OF EXPENDITURES**

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **PARTNERS** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

#### **ARTICLE IX - WAIVER OF RELOCATION COSTS**

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **PARTNERS** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

#### **ARTICLE X - MODIFICATIONS**

This Agreement may be modified or amended only in writing, signed by both parties.

#### **ARTICLE XI - ASSIGNMENT BY PARTNERS**

**PARTNERS** shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY**, in writing.

#### **ARTICLE XII - FINAL PAYMENT ACCEPTANCE**

The acceptance by **PARTNERS** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **PARTNERS** may have against the **CITY** under the provisions of this Agreement.

#### **ARTICLE XIII - LIMITATION OF AUTHORITY**

**PARTNERS** shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY**. Furthermore, **PARTNERS** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **PARTNERS'** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

**ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE**

**PARTNERS** agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **PARTNERS** further agrees to hold harmless the **CITY**, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **PARTNERS**.

**PARTNERS** shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY**. Such certificate of insurance shall be attached to the original executed Agreement.

**ARTICLE XV - CONFLICT OF INTEREST**

**PARTNERS** covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

**ARTICLE XVI - TERMINATION**

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

**IN WITNESS WHEREOF**, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 1st day of October, 2018.

**CITY OF SHEBOYGAN**

BY:

Michael Vandersteen  
Michael Vandersteen, Mayor

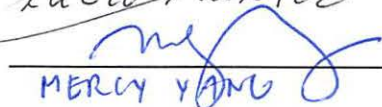
ATTEST:

Meredith DeBruin  
Meredith DeBruin, City Clerk

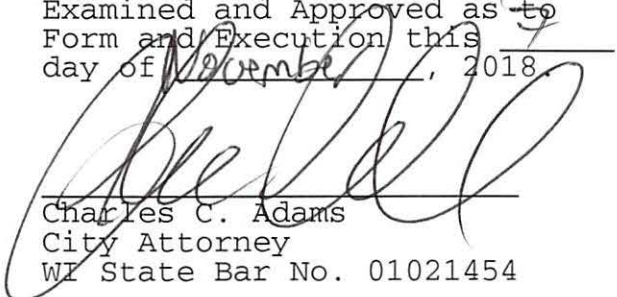
IN WITNESS WHEREOF, Partners for Community Development has caused this Agreement to be signed this 21 day of September, 2018.

PARTNERS FOR COMMUNITY DEVELOPMENT

BY:   
Lucio Fuentes

ATTEST:   
MERCY YANG

Examined and Approved as to  
Form and Execution this 21  
day of September, 2018.

  
Charles C. Adams  
City Attorney  
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res.  
No. 89-18-19

City Clerk

**AGREEMENT**  
**BETWEEN THE CITY OF SHEBOYGAN AND**  
**SHEBOYGAN COUNTY INTERFAITH ORGANIZATION**  
**FOR CDBG FUNDS FOR 2018 PROGRAM YEAR**

**THIS AGREEMENT** made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**," and the Sheboygan County Interfaith Organization, Inc., Sheboygan, Wisconsin, a not for profit corporation, hereinafter called "**SCIO**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2018 program year, hereinafter called "**CDBG FUNDS**"; and

**WHEREAS**, the **CITY** is committed to job training, supporting services for minorities and economic development; and

**WHEREAS**, **SCIO** provides assistances to mothers by providing a safe place to live along with counseling on finances, parenting, communication, meal planning, and wellness; and

**WHEREAS**, **SCIO** submitted a proposal for **CDBG FUNDS** to be utilized to enable **SCIO** to continue support Bridgeway and Beyond Transitional Living program; to serve the city's homeless women and children; and

**WHEREAS**, **SCIO** has also submitted a proposal to provide in-house social work case management and childcare for high-risk low-income women with children; and

**WHEREAS**, the Common Council for the City of Sheboygan has allocated Five Thousand and 00/100 (\$5,000.00) Dollars of the 2018 **CDBG FUNDS** for **SCIO** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by **SCIO** for this program year shall be the basis for the requirements that shall be followed in regards to this contract.

**NOW, THEREFORE**, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **SCIO** mutually agree as follows:

**ARTICLE I - GENERAL DESCRIPTION OF PROJECT**

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through financial and housing counseling and educational programs to encourage individuals to become self-sufficient. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

**ARTICLE II - SERVICES PROVIDED BY SCIO**

1. **SCIO** shall provide the necessary personnel to carry out

the terms of this Agreement.

2. The services of **SCIO** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **SCIO** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **SCIO's** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

4. **SCIO** shall provide services to include, but are not limited to, the following:

#### **Bridgeway and Beyond Transitional Living Program**

#### **ARTICLE III - NONDISCRIMINATION PROVISION**

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

#### **ARTICLE IV - CONTRACT PERIOD**

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2018 and ending March 31, 2019.

#### **ARTICLE V - COMPENSATION**

**SCIO** shall be compensated for actual service costs incurred. The Department of City Development may authorize, in writing, upon written request by **SCIO**, the use of HUD monies for other expenditures. The **CITY** agrees to compensate **SCIO** up to, but not exceeding, the total amount of Five Thousand and 00/100 (\$5,000.00) Dollars for the entire contract period.

#### **ARTICLE VI - REQUEST FOR PAYMENT**

**SCIO** shall submit a written request for payment to the Department of City Development. The request for payment shall clearly indicate the purpose for which the funds are to be used.

#### **ARTICLE VII - QUARTERLY REPORT BY SCIO**

Any and all expenditures of monies received by **SCIO** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of

housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **SCIO** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

#### **ARTICLE VIII - VERIFICATIONS OF EXPENDITURES**

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **SCIO** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

#### **ARTICLE IX - WAIVER OF RELOCATION COSTS**

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **SCIO** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

#### **ARTICLE X - MODIFICATIONS**

This Agreement may be modified or amended only in writing, signed by both parties.

#### **ARTICLE XI - ASSIGNMENT BY SCIO**

**SCIO** shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY**, in writing.

#### **ARTICLE XII - FINAL PAYMENT ACCEPTANCE**

The acceptance by **SCIO** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **SCIO** may have against the **CITY** under the provisions of this Agreement.

#### **ARTICLE XIII - LIMITATION OF AUTHORITY**

**SCIO** shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY**. Furthermore, **SCIO** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **SCIO'S** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

#### **ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE**

**SCIO** agrees to provide liability protection for its

officers, employees and agents while acting within the scope of their employment. **SCIO** further agrees to hold harmless the **CITY**, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **SCIO**.

**SCIO** shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY**. Such certificate of insurance shall be attached to the original executed Agreement.

#### **ARTICLE XV - CONFLICT OF INTEREST**

**SCIO** covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

#### **ARTICLE XVI - TERMINATION**

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

**IN WITNESS WHEREOF**, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 15th day of October, 2018.

#### **CITY OF SHEBOYGAN**

BY: Michael Vandersteen  
Michael Vandersteen, Mayor

ATTEST: Meredith DeBruin  
Meredith DeBruin, City Clerk

**IN WITNESS WHEREOF**, Sheboygan County Interfaith Organization, Inc. has caused this Agreement to be signed this 24 day of September, 2018.

SHEBOYGAN COUNTY  
INTERFAITH ORGANIZATION,  
INC

BY: Hildi Gudmundson

ATTEST: Jodi Bennett

Examined and Approved as to  
Form and Execution this 24<sup>th</sup>  
day of ~~September~~ November 2018.

Charles C. Adams  
City Attorney  
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res.  
No. 89-18-19.

**AGREEMENT**  
**BETWEEN THE CITY OF SHEBOYGAN AND**  
**FAMILY CONNECTIONS, INC.**  
**FOR CDBG FUNDS FOR 2018 PROGRAM YEAR**

**THIS AGREEMENT** made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**," and Family Connections, a Wisconsin not for profit corporation with an office at 2508 South 8<sup>th</sup> Street, Sheboygan, Wisconsin, hereinafter called "**FAMILY CONNECTIONS**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2018 program year, hereinafter called "**CDBG FUNDS**"; and

**WHEREAS**, the **CITY** is committed to promoting the public health, safety and welfare of the Sheboygan community and the improvement of the lives of community youth and their families; and

**WHEREAS**, **FAMILY CONNECTIONS** is a child care resource and referral agency and operates a program called "Connections" which offers assistance on behalf of specific families to regulated child care providers; and

**WHEREAS**, **FAMILY CONNECTIONS** submitted a proposal for **CDBG FUNDS** to be utilized to provide these services to low and moderate income participants; and

**WHEREAS**, the Common Council for the City of Sheboygan has allocated Five Thousand and 00/100 (\$5,000.00) Dollars of the 2018 **CDBG FUNDS** for **FAMILY CONNECTIONS** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by **FAMILY CONNECTIONS** for this program year shall be the basis for the requirements that need to be followed in regards to this contract.

**NOW, THEREFORE**, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **FAMILY CONNECTIONS** mutually agree as follows:

**ARTICLE I - GENERAL DESCRIPTION OF PROJECT**

The project involves assisting Sheboygan families under **FAMILY CONNECTIONS'** "Connections" program which assists the parent in paying for child care, provides the family with case management services as needed, and requires attendance at monthly meetings and attendance at a budget counseling session with Family Services. Fifty-one percent of all services rendered shall be made to individuals, or families, that are low to moderate income.

## **ARTICLE II - SERVICES PROVIDED BY FAMILY CONNECTIONS**

1. **FAMILY CONNECTIONS** shall provide the necessary personnel to carry out the terms of this Agreement to assist up to three new households and seven children from the City of Sheboygan under **FAMILY CONNECTIONS'** "Connections" program at an estimated cost of nearly \$1500 for each family. The families assisted shall be under 250% of the federal poverty level.

2. The services of **FAMILY CONNECTIONS** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **FAMILY CONNECTIONS** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **FAMILY CONNECTIONS** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

## **ARTICLE III - NONDISCRIMINATION PROVISION**

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

## **ARTICLE IV - CONTRACT PERIOD**

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2018 and ending March 31, 2019.

## **ARTICLE V - COMPENSATION**

**FAMILY CONNECTIONS** shall be compensated for actual costs incurred on a lump sum basis. The Department of City Development may authorize, in writing, upon written request by **FAMILY CONNECTIONS**, the use of HUD monies for other expenditures. The **CITY** agrees to compensate **FAMILY CONNECTIONS** up to, but not exceeding, the total amount of Five Thousand and 00/100 (\$5,000.00) dollars for the entire contract period.

## **ARTICLE VI - REQUEST FOR PAYMENT**

**FAMILY CONNECTIONS** shall submit a written request for payment to the Department of City Development. The request for reimbursement shall itemize the actual costs incurred. The **CITY** agrees to make payment within fifteen (15) days of receipt of such request.

## **ARTICLE VII - QUARTERLY REPORT BY FAMILY CONNECTIONS**

Any and all expenditures of monies received by **FAMILY CONNECTIONS** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **FAMILY CONNECTIONS** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

## **ARTICLE VIII - VERIFICATIONS OF EXPENDITURES**

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **FAMILY CONNECTIONS** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

## **ARTICLE IX - WAIVER OF RELOCATION COSTS**

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **FAMILY CONNECTIONS** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

## **ARTICLE X - MODIFICATIONS**

This Agreement may be modified or amended only in writing, signed by both parties.

## **ARTICLE XI - ASSIGNMENT BY FAMILY CONNECTIONS**

**FAMILY CONNECTIONS** shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY**, in writing.

## **ARTICLE XII - FINAL PAYMENT ACCEPTANCE**

The acceptance by **FAMILY CONNECTIONS** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **FAMILY CONNECTIONS** may have against the **CITY** under the provisions of this Agreement.

#### **ARTICLE XIII - LIMITATION OF AUTHORITY**

**FAMILY CONNECTIONS** shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY**. Furthermore, **FAMILY CONNECTIONS** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **FAMILY CONNECTIONS'** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

#### **ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE**

**FAMILY CONNECTIONS** agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **FAMILY CONNECTIONS** further agrees to hold harmless the **CITY**, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **FAMILY CONNECTIONS**.

**FAMILY CONNECTIONS** shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY**. Such certificate of insurance shall be attached to the original executed Agreement.

#### **ARTICLE XV - CONFLICT OF INTEREST**

**FAMILY CONNECTIONS** covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

#### **ARTICLE XVI - TERMINATION**

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

**IN WITNESS WHEREOF**, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 15th day of October, 2018.

**CITY OF SHEBOYGAN**

BY:

Michael Vandersteen  
Michael Vandersteen, Mayor

ATTEST:

Meredith DeBruin  
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Family Connections, Inc. has caused this Agreement to be signed this 15 day of October, 2018.

**FAMILY CONNECTIONS, INC.**

BY:

Matina Patterson

ATTEST:

Terra L. Schultz

Examined and Approved as to  
Form and Execution this 7  
day of November, 2018.

Charles C. Adams  
City Attorney  
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res.  
No. 89-18-19.

**AGREEMENT**  
**BETWEEN THE CITY OF SHEBOYGAN AND**  
**LAKESHORE COMMUNITY HEALTH CENTER**  
**FOR CDBG FUNDS FOR 2018 PROGRAM YEAR**

**THIS AGREEMENT** made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**," and Sheboygan Area Community Clinics INC dba Lakeshore Community Health Center, a nonprofit, incorporated organization, hereinafter called the "**LCHC**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2018 program year, hereinafter called "**CDBG FUNDS**"; and

**WHEREAS**, the **CITY** is committed to promoting the public health, safety and welfare of the Sheboygan community; and

**WHEREAS**, **LCHC** submitted a proposal for **CDBG FUNDS** to be utilized to enable the **LCHC** to partially fund its medicine project and purchase of bus tokens; and

**WHEREAS**, the Common Council for the City of Sheboygan has allocated Three Thousand and 00/100 (\$3,000.00) Dollars of the 2018 **CDBG FUNDS** for **LCHC** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by **LCHC** for this program year shall be the basis for the requirements that shall be followed in regards to this contract.

**NOW, THEREFORE**, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **LCHC** mutually agree as follows:

**ARTICLE I - GENERAL DESCRIPTION OF PROJECT**

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

**ARTICLE II - SERVICES PROVIDED BY LCHC**

1. **LCHC** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **LCHC** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **LCHC** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **LCHC'S**

responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

### **ARTICLE III - NONDISCRIMINATION PROVISION**

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

### **ARTICLE IV - CONTRACT PERIOD**

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2018 and ending March 31, 2019.

### **ARTICLE V - COMPENSATION**

The **CITY** agrees to provide the **LCHC** up to, but not exceeding, the total amount of Three Thousand and 00/100 (\$3,000.00) Dollars of the 2018 **CDBG FUNDS** for the entire contract period.

### **ARTICLE VI - REQUEST FOR PAYMENT**

LCHC shall submit a written request for payment to the Department of City Development. The request for payment shall clearly indicate the purpose for which the funds are to be used.

### **ARTICLE VII - QUARTERLY REPORT BY LCHC**

Any and all expenditures of monies received by **LCHC** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **LCHC** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

### **ARTICLE VIII - VERIFICATIONS OF EXPENDITURES**

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **LCHC** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

## **ARTICLE IX - WAIVER OF RELOCATION COSTS**

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **LCHC** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

## **ARTICLE X - MODIFICATIONS**

This Agreement may be modified or amended only in writing, signed by both parties.

## **ARTICLE XI - ASSIGNMENT BY LCHC**

**LCHC** shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY**, in writing.

## **ARTICLE XII - FINAL PAYMENT ACCEPTANCE**

The acceptance by **LCHC** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **LCHC** may have against the **CITY** under the provisions of this Agreement.

## **ARTICLE XIII - LIMITATION OF AUTHORITY**

**LCHC** shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY**. Furthermore, **LCHC** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **LCHC'S** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

## **ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE**

**LCHC** agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **LCHC** further agrees to hold harmless the **CITY**, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **LCHC**.

**LCHC** shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY**. Such certificate of insurance shall be attached to the original executed Agreement.

## **ARTICLE XV - CONFLICT OF INTEREST**

**LCHC** covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services

to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

#### ARTICLE XVI - TERMINATION

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

**IN WITNESS WHEREOF**, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 15th day of October, 2018.

#### CITY OF SHEBOYGAN

BY: Michael Vandersteen  
Michael Vandersteen, Mayor

ATTEST: Meredith DeBruin  
Meredith DeBruin, City Clerk

**IN WITNESS WHEREOF**, the Lakeshore Community Health Clinic has caused this Agreement to be signed this 25th day of September, 2018.

#### Lakeshore Community Health Clinic

BY: Kristin Blanchard Stearns

ATTEST: Angelica Schmett

Examined and Approved as to  
Form and Execution this  
day of November, 2018.

Charles C. Adams  
Charles C. Adams  
City Attorney  
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res.  
No. 89-18-19

**AGREEMENT**  
**BETWEEN THE CITY OF SHEBOYGAN AND**  
**SHEBOYGAN TRANSIT COMMISSION**  
**FOR CDBG FUNDS FOR 2018 PROGRAM YEAR**

**THIS AGREEMENT** made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**," and Sheboygan Transit Commission, a Wisconsin transit commission established pursuant to sec. 66.1021, Wis. Stats., hereinafter called "**TRANSIT**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2018 program year, hereinafter called "**CDBG FUNDS**"; and

**WHEREAS**, the **CITY** is committed to promoting economic growth and development, job training, rehabilitative services and economic development, public health, safety and welfare of the Sheboygan Community; and

**WHEREAS**, **TRANSIT** operates a comprehensive unified local transportation system, of which the major portions are within the City of Sheboygan; and

**WHEREAS**, **TRANSIT** submitted a proposal for **CDBG FUNDS** to be utilized to maintain Saturday and night weekday transit service; and

**WHEREAS**, the Common Council for the City of Sheboygan has allocated Forty-Two Thousand Four Hundred Ninety-Three and 00/100 (\$42,493.00) Dollars of the 2018 **CDBG FUNDS** for **TRANSIT** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by **TRANSIT** for this program year shall be the basis for the requirements that need to be followed in regards to this contract.

**NOW, THEREFORE**, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **TRANSIT** mutually agree as follows:

**ARTICLE I - GENERAL DESCRIPTION OF PROJECT**

The project involves the Community Development objectives of eliminating conditions contributing to urban blight and the deterioration of health, safety and public welfare through serving the mobility needs of youth, the elderly, the mobility impaired, low income households, zero- and one-vehicle households and other transit dependent populations. At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

**ARTICLE II - SERVICES PROVIDED BY TRANSIT**

1. **TRANSIT** shall provide the necessary personnel to carry out the terms of this Agreement.

2. The services of **TRANSIT** or its employee(s) shall be performed in accordance with the United States Department of Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

3. **TRANSIT** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **TRANSIT'S** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s).

### **ARTICLE III - NONDISCRIMINATION PROVISION**

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

### **ARTICLE IV - CONTRACT PERIOD**

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2018 and ending March 31, 2019.

### **ARTICLE V - COMPENSATION**

**TRANSIT** shall be compensated for actual costs incurred. The City Finance Department shall make a transfer from the CDBG Account to the City's General Fund for the **TRANSIT** compensation. The Department of City Development may authorize, in writing, upon written request by **TRANSIT**, the use of HUD monies for other expenditures. The **CITY** agrees to compensate **TRANSIT** up to, but not exceeding, the total amount of Forty-Two Thousand Four Hundred Ninety-Three and 00/100 (\$42,493.00) Dollars for the entire contract period.

### **ARTICLE VI - REQUEST FOR PAYMENT**

**TRANSIT** shall be compensated for actual costs incurred. The City Finance Department shall make an internal transfer from the designated Community Development Block Grant Account to the City's General Fund for the **TRANSIT** compensation.

#### **ARTICLE VII - QUARTERLY REPORT BY TRANSIT**

Any and all expenditures of monies received by **TRANSIT** pursuant to the terms of this Agreement shall be made for the purpose set forth herein. **TRANSIT** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15 and as necessary during the remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the information that should be provided. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

#### **ARTICLE VIII - VERIFICATIONS OF EXPENDITURES**

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **TRANSIT** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

#### **ARTICLE IX - WAIVER OF RELOCATION COSTS**

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **TRANSIT** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

#### **ARTICLE X - MODIFICATIONS**

This Agreement may be modified or amended only in writing, signed by both parties.

#### **ARTICLE XI - ASSIGNMENT BY TRANSIT**

**TRANSIT** shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY**, in writing.

#### **ARTICLE XII - FINAL PAYMENT ACCEPTANCE**

The acceptance by **TRANSIT** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **TRANSIT** may have against the **CITY** under the provisions of this Agreement.

#### **ARTICLE XIII - LIMITATION OF AUTHORITY**

**TRANSIT** shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY**. Furthermore, **TRANSIT** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **TRANSIT'S** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

**ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE**

**TRANSIT** agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **TRANSIT** further agrees to hold harmless the **CITY**, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **TRANSIT**.

**TRANSIT** shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY**. Such certificate of insurance shall be attached to the original executed Agreement.

**ARTICLE XV - CONFLICT OF INTEREST**

**TRANSIT** covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

**ARTICLE XVI - TERMINATION**

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

**IN WITNESS WHEREOF**, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 5th day of November, 2018.

**CITY OF SHEBOYGAN**

BY:

Michael Vandersteen  
Michael Vandersteen, Mayor

ATTEST:

Meredith DeBruin  
Meredith DeBruin, City Clerk

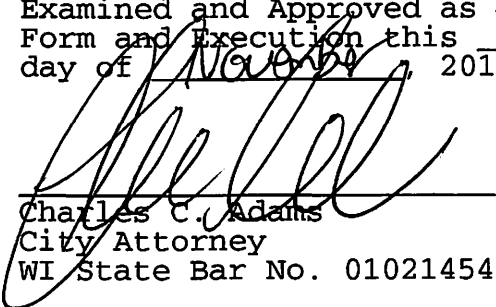
IN WITNESS WHEREOF, Sheboygan Transit Commission has caused this Agreement to be signed this 29th day of October, 2018.

SHEBOYGAN TRANSIT COMMISSION

BY: 

ATTEST: 

Examined and Approved as to  
Form and Execution this 9  
day of November, 2018.

  
Charles C. Adams  
City Attorney  
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res.  
No. 89-18-19.

**AGREEMENT**

**BETWEEN THE CITY OF SHEBOYGAN AND  
SAFE HARBOR OF SHEBOYGAN COUNTY, INC.  
FOR CDBG FUNDS FOR 2018 PROGRAM YEAR**

**THIS AGREEMENT** made and entered into by and between the City of Sheboygan, Wisconsin, hereinafter called the "**CITY**," and Safe Harbor of Sheboygan County, Inc., a Wisconsin not for profit corporation, hereinafter called "**SAFE HARBOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has applied for, and received, a Community Development Block Grant (CFDA # 14.218) for the 2018 program year, hereinafter called "**CDBG FUNDS**"; and

**WHEREAS**, the **CITY** is committed to promoting economic development, assisting low/moderate income people and promoting the public health, welfare and safety; and

**WHEREAS**, **SAFE HARBOR** provides transitional living services to the victims of domestic violence which it serves at its domestic abuse shelter; and

**WHEREAS**, **SAFE HARBOR** submitted a proposal for **CDBG FUNDS** to be utilized to support overall operating expense for the domestic abuse shelter provided by **SAFE HARBOR**; and

**WHEREAS**, the Common Council for the City of Sheboygan has allocated Ten Thousand and 00/100 (\$10,000.00) Dollars of the 2018 **CDBG FUNDS** for **SAFE HARBOR** to be used in accordance with the rules, regulations and objectives of the Community Development Program Grant. The Request for Proposals (RFP) submitted by Safe Harbor for this program year shall be the basis for the requirements that need to be followed in regards to this contract.

**NOW, THEREFORE**, in consideration of the promises, covenants, agreements and payments herein mentioned, the **CITY** and **SAFE HARBOR** mutually agree as follows:

**ARTICLE I - GENERAL DESCRIPTION OF PROJECT**

The project involves providing transitional services to meet the needs of individuals and families who intend to establish a living situation independent of an abusive partner.

**ARTICLE II - SERVICES PROVIDED BY SAFE HARBOR**

1. **SAFE HARBOR** will utilize these grant funds to support overall operating expense for the domestic abuse shelter.

2. **SAFE HARBOR** shall provide the necessary personnel to carry out the terms of this Agreement.

3. The services of **SAFE HARBOR** or its employee(s) shall be performed in accordance with the United States Department of

Housing and Urban Development Handbook 1300.20 (Cost Principles for Non-Profit Organizations), and Office of Management and Budget Circular A-122.

4. **SAFE HARBOR** shall be responsible for the hiring and firing of its employee(s) and their performance of any work in connection with this Agreement. This Agreement shall not abrogate **SAFE HARBOR'S** responsibility for keeping in full force and effect worker's compensation and any other insurances as required by federal, state or local law for such employee(s). At least fifty-one percent (51%) of all services rendered shall be made to individuals, or families, that are low to moderate income.

### **ARTICLE III - NONDISCRIMINATION PROVISION**

The parties agree not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, marital status, sex, physical conditions, disability, developmental disability as defined in §51.01(5), Stats., or national origin, ancestry, arrest record or conviction record subject to §§111.33 to 111.36, Stats. 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. The parties further agree to take affirmative action to ensure equal employment opportunities.

### **ARTICLE IV - CONTRACT PERIOD**

This Agreement is entered into for a contract period of twelve (12) months beginning April 1, 2018 and ending March 31, 2019.

### **ARTICLE V - COMPENSATION**

**SAFE HARBOR** shall be compensated for actual costs incurred. The Department of City Development may authorize, in writing, upon written request by **SAFE HARBOR**, the use of HUD monies for other expenditures. The **CITY** agrees to compensate **SAFE HARBOR** up to, but not exceeding, the total amount of Ten Thousand and 00/100 (\$10,000.00) Dollars for the entire contract period and on a lump sum basis.

### **ARTICLE VI - REQUEST FOR PAYMENT**

**SAFE HARBOR** shall submit a written request for payment to the Department of City Development. The request for reimbursement shall itemize the actual costs incurred. The **CITY** agrees to make payment each month within fifteen (15) days of receipt of such request.

### **ARTICLE VII - QUARTERLY REPORT BY SAFE HARBOR**

Any and all expenditures of monies received by **SAFE HARBOR** pursuant to the terms of this Agreement shall be made for the purpose of performing services directly related to improving the quality of housing in targeted areas of the **CITY** and to assist low and moderate-income people residing in such areas. **SAFE**

**HARBOR** shall provide the **CITY** with a written report of its expenditures, quarterly, on or before, January 15, April 15, July 15 and October 15, and as necessary through remainder of the year. A form is attached to this agreement that should be provided quarterly to the Department of City Development that includes the required information. **Failure to submit these reports by the deadline may result in holding of your request for payment and/or will be used in the approval of the following years grant awards.**

#### **ARTICLE VIII - VERIFICATIONS OF EXPENDITURES**

The Finance Director/Treasurer of the **CITY** shall have access to all the books and records of **SAFE HARBOR** pertaining to expenditures of monies for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public as provided herein.

#### **ARTICLE IX - WAIVER OF RELOCATION COSTS**

In the event this Agreement is amended, modified, terminated, canceled or not renewed, **SAFE HARBOR** agrees and fully understands that it shall not be entitled to any relocation costs, assistance, or payments, any moving expenses, replacement facilities (in money or kind) or any expenses, costs or awards which are directly or indirectly related to such modifications or termination of this Agreement.

#### **ARTICLE X - MODIFICATIONS**

This Agreement may be modified or amended only in writing, signed by both parties.

#### **ARTICLE XI - ASSIGNMENT BY SAFE HARBOR**

**SAFE HARBOR** shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior consent of the **CITY**, in writing.

#### **ARTICLE XII - FINAL PAYMENT ACCEPTANCE**

The acceptance by **SAFE HARBOR** of any payment made under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the **CITY** from any and all claims, demands and causes of action whatsoever which **SAFE HARBOR** may have against the **CITY** under the provisions of this Agreement.

#### **ARTICLE XIII - LIMITATION OF AUTHORITY**

**SAFE HARBOR** shall have no power to solicit proposals, bids, or contracts on behalf of the **CITY**. Furthermore, **SAFE HARBOR** shall have no authority to bind the **CITY** or act in the **CITY'S** behalf in any manner whatsoever. **SAFE HARBOR'S** authority is hereby limited to those duties and responsibilities specifically enumerated herein.

**ARTICLE XIV - LIABILITY INSURANCE AND HOLD HARMLESS CLAUSE**

**SAFE HARBOR** agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. **SAFE HARBOR** further agrees to hold harmless the **CITY**, its officers, agents and employees from any and all liability, including claims, demands, lawsuits, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of **SAFE HARBOR**.

**SAFE HARBOR** shall provide the **CITY** with a certificate of insurance in an amount acceptable to the **CITY**. Such certificate of insurance shall be attached to the original executed Agreement.

**ARTICLE XV - CONFLICT OF INTEREST**

**SAFE HARBOR** covenants and agrees that no officer or employee of the corporation has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the project or services to be provided herein. Further, the corporation covenants that in the performance of this Agreement it shall not employ any person having such interest.

**ARTICLE XVI - TERMINATION**

For breach or violation of any of the conditions of this Agreement, the **CITY** shall have the right to cancel, terminate or suspend this Agreement in whole or in part without liability, giving notice in writing to the organization at its last-known post office address.

**IN WITNESS WHEREOF**, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, this 15th day of October, 2018.

**CITY OF SHEBOYGAN**

BY:

  
Michael Vandersteen, Mayor

ATTEST:

  
Meredith DeBruin, City Clerk

IN WITNESS WHEREOF, Safe Harbor of Sheboygan County, Inc.  
has caused this Agreement to be signed this 1 day of  
October, 2018.

Safe Harbor of Sheboygan  
County, Inc.

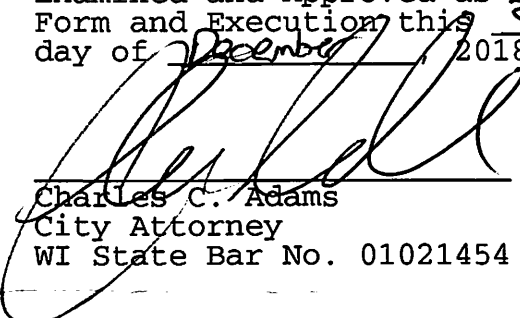
BY:



ATTEST:



Examined and Approved as to  
Form and Execution this 3  
day of December, 2018.

  
Charles C. Adams  
City Attorney  
WI State Bar No. 01021454

This Agreement is authorized by and in accordance with Res.  
No. 89-18-19.

VIII

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

Your Committee to whom was referred Res. No. 90-18-19 by Alderpersons Rindfleisch and Bohren adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2019 coverage and establishing the monthly premium equivalent rates effective for January 2019 coverage and thereafter; recommends approving the Resolution.

ref

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

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

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

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

III

4.4

Res. No. 90 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
September 4, 2018.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2019 coverage and establishing the monthly premium equivalent rates effective for January 2019 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2019 are hereby adopted:

- A) Effective January 1, 2019, all eligible employees and retirees have a qualified High Deductible Health Plan ("HDHP") which requires the deductible to be met first by one or more members on the Plan. The Plan has a deductible of \$1500 for single coverage and a \$3000 deductible for all other coverage. Once the deductible is met, co-pays and/or co-insurance may apply. Certain preventive services are covered at 100%, including certain preventive medications which automatically apply to a co-pay schedule. In 2019, in-network co-insurance will be covered at 90% after the deductible is met. In addition, the medical out-of-pocket maximum per individual is increased to \$3,000.

1) 2019 Health Insurance Monthly Premiums Rates

Coverage

Single	\$815.98
Employee w/spouse	\$1,547.30
Employee w/children	\$1,399.95
Family	\$2,148.96

- a. The monthly employee premium equivalent rates for full-time employees shall be:

Coverage

Single	\$163.20
Employee w/spouse	\$309.46
Employee w/children	\$280.00
Family	\$429.80

- b. The monthly employee premium equivalent rates for full-time employees with participate in the Health Risk Appraisal shall be:

Finance/  
Personnel  
approve

<u>Coverage</u>	
Single	\$122.40
Employee w/spouse	\$232.10
Employee w/children	\$210.00
Family	\$322.34

- c. The monthly employee premium equivalent rates for full-time employees who participate in the Health Risk Appraisal and achieve 1100 Wellness points during the preceding Wellness Plan Year (September 1 - August 31 of the previous year) shall be:

<u>Coverage</u>	
Single	\$ 66.34
Employee w/spouse	\$125.80
Employee w/children	\$113.82
Family	\$174.72

- d. The monthly employee premium equivalent rates for part-time, eligible employees shall be:

<u>Coverage</u>	
Single	\$407.99
Employee w/spouse	\$773.65
Employee w/children	\$699.97
Family	\$1,074.48

- e. New employees or those not previously eligible for health insurance will receive the rates listed in subsection (c) above for the 2019 plan year (and the associate rates for the 2020 plan year) in order to allow the employee the necessary time to participate in the Wellness Plan Year, which runs from September 1 to August 31.
- 2) In 2019, the City will partially fund a Health Savings Account (HSA) for employees and/or family members (eligibility follows IRS guidelines) on the plan as of January 1, 2019. Except in the case of a collective bargaining agreement that states otherwise, the maximum City funding amounts will total \$400 for those with single coverage and \$800 for those of single plus spouse, single plus child/ren and full family.

- a. Employees who are on the Plan on January 1, 2019 shall have their HSA funded in January 2019.
  - b. No contributions will be made for those new to the plan on or after January 1, 2019.
  - c. HSA contributions are issued to an employee and/or family member based on eligibility of the employee and/or retiree on January 1. Mid-year changes for an active plan participant after January 1 are not eligible for HSA contributions. In addition, COBRA-only participants are not eligible for the City contribution to the HSA.
  - d. Employees/retirees are responsible for notifying the Human Resources Department if the employee/ retiree is or will be an active participant of a secondary government-issued health insurance, such as Medicare or Tricare, as of January 1 of the Plan year. Following IRS guidelines, neither the City nor the employee may contribute to a HSA account if the employee is also participating in the government plan.
  - e. Employee/retirees who elect the family plan, single plus child(ren) and single plus spouse remain eligible for the applicable HSA contribution, even if their dependent is on a government issued Plan so long as their spouse is not listed on the employee's HSA account. Once an employee is not eligible for the HSA contribution, no HSA contribution will be provided to spouse and/or dependents on the plan.
- 3) A spousal surcharge is applied to employees who cover their spouse on the City's Medical Benefit Plan when that spouse works full-time and is eligible for insurance through their employer but chooses to remain on the City's insurance. The spousal surcharge is \$100 per month (\$50 charged during the first two payrolls of each month).
- 4) Eligible full-time employees who waive or drop coverage will be eligible for an opt-out bonus,

with a maximum yearly benefit of \$1,200. This amount would be paid directly to the employee in the last quarter of the calendar year for any month the full-time eligible employee is not on the Medical Benefit Plan.

- 5) In all cases, employees are eligible for either the opt-out bonus or the HSA contribution as of the employee's January 1 election; not both.

BE IT FURTHER RESOLVED: That effective for January 2019 coverage and thereafter the monthly premium equivalent rates for the City of Sheboygan Dental Plan for active employees are hereby adopted:

- A) Effective January 1, 2019, all qualified employees will have a Dental Benefit Plan available. This plan has a \$25 deductible per participant and a maximum \$1,500 benefit per year per participant.

1) 2019 Dental Insurance Monthly Premiums Rates

Coverage

Single	\$ 45.24
Employee w/children	\$102.02
Employee w/spouse	\$ 91.31
Family	\$149.92

- a. The monthly employee premium equivalent rates for full-time employees shall be:

Coverage

Single	\$ 6.79
Employee w/children	\$ 15.30
Employee w/spouse	\$ 13.70
Family	\$ 22.49

- b. The monthly employee premium equivalent rates for part-time employees shall be:

Coverage

Single	\$ 22.62
Employee w/children	\$ 51.10
Employee w/spouse	\$ 45.66
Family	\$ 74.96

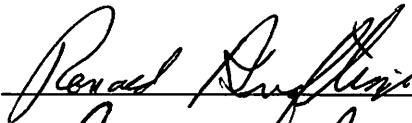
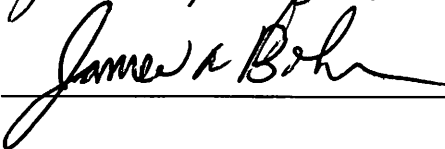
BE IT FURTHER RESOLVED: That effective for January 2019 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees not on Medicare shall be:

<u>Coverage</u>	
Single	\$ 815.98
Retiree w/spouse	\$1,547.30
Retiree w/children	\$1,399.95
Retiree w/family	\$2,148.96

BE IT FURTHER RESOLVED: That effective for January 2019 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees on Medicare shall be:

<u>Coverage</u>	
Medicare/Single	\$ 686.55
Medicare/1	\$1,502.53
Medicare/2	\$1,373.10

BE IT FURTHER RESOLVED: That said changes and rates shall not supercede the provisions contained within any applicable collective bargaining agreements.

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

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.  
September 17, 2018.

Your Committee to whom was referred Res. No. 91-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (fire suppression tools); recommends approving the Resolution.

res

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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. 91 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
September 4, 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 contribution from the Georgia Pacific Foundation for (2) fire suppression tools and a gas meter.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Fire Department	Fire Department	
Contributions	Fire Fighting Supplies	
10122100-467101	10122100-530500	\$2,500.00

Finance +  
Personnel  
approve

Ronald Rindfleisch  
James A Bohren

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

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

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

**HARBOR CENTRE MARINA  
MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT is made this 12<sup>th</sup> day of October, 2018, by and between the City of Sheboygan, Wisconsin, a municipal corporation (hereinafter called the "City"), and Founders 3 Management Company, a Wisconsin corporation, doing business as F3 Marina (hereinafter called "F3 Marina"), with its principal place of business at 252 East Highland Avenue, Milwaukee, Wisconsin 53202.

RECITALS

WHEREAS, F3 Marina, which is formerly known as Siegel-Gallagher, is experienced in the operation of marinas and desires to manage and operate a Marina and other ancillary facilities for the City (hereinafter known as the "Marina"), said facilities being those known as Harbor Centre Marina; and

WHEREAS, the City desires to obtain the benefits of F3 Marina's expertise in the operation and management of the Marina by turning over to F3 Marina the operation and management of the Marina, and F3 Marina is willing to accept such appointment upon the terms, conditions and for and in consideration of the fees hereinafter set forth; and

WHEREAS, the City finds it advantageous for the Marina operator to operate and maintain the City-owned public boat launch ramps in Deland Park and at a site on South 8th Street and at a site on North 14th Street (as long as said site is designated as a boat launch facility) (hereinafter collectively referred to as the "Boat Launch Ramps"), and the large yacht facilities along the South Pier sea wall, as shown on the drawing attached hereto as Exhibit "A" labeled "Large Yacht Facilities" (hereinafter referred to as the "Large Yacht Facilities").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment. The City hereby appoints and retains F3 Marina as the sole managing agent of the Marina, the Boat Launch Ramps and the Large Yacht Facilities, and F3 Marina hereby accepts such appointment and agrees to use its best efforts and due diligence and care to manage and operate the Marina, the Boat Launch Ramps and the Large Yacht Facilities in accordance with the terms and conditions of this Agreement.

2. Term.

- (a) Term. This Agreement shall be for a term of five (5) years commencing January 1, 2019 and ending December 31, 2023. At the end of the Agreement, City shall have the option of renewing the Agreement for one additional five-year term subject to subsection (b) hereof and paragraphs 20 and 21.
- (b) Severe Damage. In the event the Marina premises and facilities are rendered substantially unusable due to storm, flood, fire, ice or other cause, either party may terminate this Agreement by giving thirty (30) days' written notice to the other. Nothing in this Agreement shall require the City to rebuild the damaged property. If, however, within one (1) year of such severe damage, the City elects to rebuild the damaged property, the City shall notify F3 Marina thereof, and F3 Marina may, within sixty (60) days of such notice, reinstate this Agreement for the balance of the term by notice to the City.

3. Property Management and Operations Responsibilities.

(a) Standards of Management and Service.

- (1) In order to maximize the management fees and other compensation paid hereunder, and in order to maintain the economic value of the Marina and maximize revenues of the City, F3 Marina covenants and agrees at all times to use its best efforts to continuously operate, manage and maintain the Marina and related facilities in a first-class and superior manner, to use its best efforts to achieve a high level of customer satisfaction, and shall, in connection therewith, consistent with superior marina management, use its best efforts to perform the services required of F3 Marina in this Agreement.
- (2) In addition, F3 Marina agrees to operate and maintain the Marina under *Clean Marina Standards* and maintain *Wisconsin Clean Marina Certification* under the Clean Marina Program administered by the Wisconsin Marina Association.

(b) Facilities Property Management. F3 Marina shall be responsible for the operation, care, custody and control, including all daily and routine maintenance and repairs of and personal property and all real property and fixtures thereon within Harbor Centre Marina, as specified herein, including:

- All permanent and floating piers, docks, and other mooring facilities, on land or in water;
- All buildings, facilities, and structures within the confines of Harbor Centre Marina, including, but not limited, to the administration building; restroom and shower facilities; swimming pool; and fueling station and dock, along with all fuel storage and fuel systems;
- All walkways, driveways, and parking lots immediately adjacent to the harbor and/or buildings, facilities, and structures that F3 Marina is responsible for managing;
- All electrical, mechanical, plumbing, heating, ventilation and air conditioning equipment in or on the facilities, including equipment made available to accommodate vessels moored at slips.

Mutually agreed to security devices shall be installed and maintained onsite to protect all real and personal property, including, but not limited to, protecting the slips and watercraft from direct, unrestricted access by the general public. Security services shall also be retained and managed seven (7) days per week during the annual boating season.

F3 Marina shall keep in good repair and maintain all of the facilities and equipment described above in good and orderly condition and shall continually assess and offer regular written recommendations to the City on how to improve facilities and equipment at Harbor Centre Marina. The property and all facilities are at all times subject to entry by authorized officers, agents, and employees of the City of Sheboygan for purposes of inspection or water or engineering tests, or for other reason.

(c) Marina Administration. F3 Marina shall conduct in a businesslike and customer-friendly manner all the administrative aspects of operation of a first-class marina, including, but not limited to:

- Accessibility and friendly attention to slip tenants, their families and guests, and prompt, courteous responsiveness to their needs and reasonable requests;
- Development and maintenance of clear and frequent communications with all slip tenants on matters of general concern and interest;
- Operation, including regular updating, of a website for Harbor Centre Marina that encompasses all facets of Harbor Centre operations and matters of significance to current and prospective renters, including, but not limited to, verbal and imagery description of marina facilities and the surrounding area, current weather information, seasonal and transient slip fees, special events and promotions and other marketing projects;
- Safe, efficient, and courteous operation of the fueling station in compliance with all applicable federal, state, and local laws and regulations;
- Designing and operating a convenience/ship store for consumer requested items to be located on the ground floor of the Administration Building;
- Establishment and implementation of effective systems for processing, monitoring, and accounting for slip rental payments of all rents, in accordance with the terms of the applicable slip rental agreements;

- Responsibility for the administration of all slip leases affecting the Marina. In connection with such lease administration: monitor tenant compliance and enforce City's rights under all such leases; upon default by any tenant and after consultation with City, terminate tenancies and sign and serve in the name of City to evict tenants and to recover possession of the slip, and recover rents and other sums due; when expedient, settle, compromise and release such disputes, actions or suits or reinstate such tenancies; communicate regularly with the Sheboygan Police Department to enforce all City ordinances; provide City with periodic forecasts of scheduled or anticipated vacancies; advise City of suggested lease rental rates and terms and/or preferred tenant use for vacant space;
- Establishment and implementation of effective financial systems for handling, safeguarding, accounting for, and regularly transferring to City, funds received in the course of operation and management of the Marina, including, but not limited to, slip rentals and deposits; transient slip fees and other per-use fees;
- Facilitation of visits by transient boaters and boaters coming to assess the Marina's suitability as a permanent mooring location.
- F3 Marina shall have solicited and obtained by December 1, 2018 a letter of interest from a qualified operator indicating that operator's desire to negotiate the construction of a facility in the City of Sheboygan that provides winter storage and service for boats. Boat sales may also be conducted from said facility. The letter of intent shall denote an intent and ability on the part of the qualified operator to complete negotiations and commence construction within eighteen (18) months of providing said letter of interest. For the purposes of this provision, a "qualified operator" means a firm with no less than five years of experience in the marina industry handling service and boat repairs with sufficient expertise, financial ability, and insurance to construct and operate a first-class facility and provide quality service for boats up to 65-feet in length within the City of Sheboygan.

- F3 Marina agrees that if the qualified service operator, through no fault of F3 Marina, fails to negotiate an agreement as described above with a landowner and the City of Sheboygan by June 1, 2019, and such negotiations are not actively continuing among all parties, F3 Marina shall be permitted to obtain a new letter of interest from a different qualified operator under the same terms and conditions as provided above.
- Notwithstanding the above, F3 Marina shall use its best efforts in soliciting winter boat storage, both on-site and at the City's designated off-site storage facilities, throughout the boating season, and said storage shall be full service. This includes "slip to slip" handling, meaning the customer merely names his/her selected haul and launch dates, and need not be inconvenienced by the need to be present or involved in the storage process. F3 Marina shall make available full winterization and summarization and shrink wrapping services. F3 Marina shall patrol the winter boat storage sites to monitor coverage, boat positions, ice build-up, etc.
- Upon termination of this Agreement, F3 Marina shall provide to City all records of its operation and management of the Marina and related facilities, including, but not limited to, all records and transactions concerning slip rentals, deposits, payments, all contact information for current and former slip renters; and all records of inspections, maintenance, and repairs of property, fixtures, and equipment.

(d) Marina Marketing.

- (1) Immediately upon commencement of this Agreement, and continuing during its term, F3 Marina will use its best efforts in implementing its marketing plan so as to maximize slip occupancy and transient traffic each boating season. F3 Marina understands and acknowledges that achieving and maintaining optimum occupancy levels is crucial to the success of the Marina and satisfactory performance under this Agreement.

(2) F3 Marina shall provide marketing of the Marina, including, but not limited to, the following:

- Distribution of flyers, brochures, and other promotional materials to slip tenants and visitors, and placement of such materials in public areas of the Marina and, as permitted, in other commercial locations where the boating public can be targeted;
- Distribution of materials related to rentals for the next season, such as price lists and notices of long or limited-term promotional offers to slip tenants and visitors, and placement of such materials in public areas of the Marina and, as permitted, in other locations where they can reach the boating public;
- Distribution of slip rental and deposit agreements for rentals for the next season, to slip tenants, visitors, and other interested persons; and receipt and processing of applications for slip rentals, including acceptance of slip deposits;
- Provision of guided tours of the Marina facilities to potential slip tenants on request;
- Provision of internet access to all documents, materials, and information described in the foregoing items through posting on the Marina's website and/or providing links to such items;
- Development and management of a new dynamic website, with better search engine optimization to promote the Marina;
- Being available to interested persons, throughout the year, to provide information about slip rentals, etc.;
- Utilization of social media and other electronic marketing;
- Development of print marketing in newspapers and trade periodicals;

- Frequent "press releases" to local media outlets;
- Working with the Harbor Centre Business Improvement District, Chamber of Commerce, and other local businesses to partner with the Marina to create more interaction between the Marina and downtown businesses;
- Attendance at key boat shows, including, but not limited to, Strictly Sail Boat Show, Chicago, and Power Boat Show, Chicago, coupled with "cross-selling" material at key vendor booths, specifically, items provided by the Sheboygan County Chamber of Commerce Tourism Division.

(e) Hours of Operation. During the boating season, the Marina office shall be open seven (7) days a week beginning no later than 8:00 a.m. and ending no earlier than 5:00 p.m., unless different hours approved by the Common Council or a committee authorized by the Common Council to oversee the operation of the Marina. At all other times, the office shall remain open on a regular business schedule as approved by the City. For purposes of this Agreement, "boating season" shall be defined as the period beginning April 15 and ending on October 15. Outside of the boating season, F3 Marina need not operate under the boating season Marina office hours, but shall clearly and publicly post its off-season hours and post and announce its contact information (including street address and mailing address, telephone numbers, and e-mail address). Off-season hours shall be mutually agreed to in writing with the City.

The fuel dock and sanitary pump-out hours shall be as follows:

- Beginning no later than 8:00 a.m. and ending no earlier than 6:00 p.m. from Memorial Day Weekend through Labor Day, and/or other mutually agreed to times, so as to complement local use patterns;

- Beginning no later than 8:00 a.m. and ending no earlier than 4:30 p.m. from April 1st until Memorial Day Weekend and from the day after Labor Day through November 1st, and/or other mutually agreed to times, so as to complement local use patterns;
- Signs shall be prominently placed on fuel docks, posting hours of operation and a contact phone number;
- Sales of convenience-type items from convenience/ship store seven (7) days a week during the boating season for purchase of snacks, ice and boat needs (oil, etc.). The convenience/ship store will act as an extension of the Marina office in evening hours when the office is closed.

(f) Slip Rental Fees and Other Fees and Charges.

- (1) F3 Marina shall charge slip rental fees, transient fees, slip rental deposit fees, and other fees and charges for use of the Marina facilities as established by the City and set out in the annual budget and approved by the Common Council or a committee authorized by the Common Council to oversee the operation of the Marina. F3 Marina shall have the right to offer discounted fees, seasonal rates, and special group rates, only with the express written approval of the City. F3 Marina shall have the authority to set standard rates in consultation with city staff. When there is any difference of opinion between F3 Marina and City staff regarding rates, the matter shall be submitted to the Common Council or a committee thereof. F3 shall abide by the rates set forth by the City as a result. Notwithstanding the above, unless mutually agreed, said rental rates shall not be lower than the median rate charged at other major marinas in Milwaukee, Port Washington and Manitowoc.
- (2) F3 Marina may charge such lawful fees and prices as it chooses for any goods (e.g., fuel and items sold at retail in the convenience store) or for any other services (e.g., concierge services or laundry services) that it offers to the public.

- (g) Customer Satisfaction Surveys. Annually, or less frequently as established in the approved annual budget, surveys of customer satisfaction shall be conducted by F3 Marina or, at the City's discretion, by the City, or by an independent firm agreed upon by the parties. The procedures for any such survey will be mutually agreed upon by the parties.

4. F3 Marina's Personnel.

- (a) F3 Marina shall, subject to annual budget limitations, provide sufficient and competent employees to manage, maintain and operate the Marina facilities and equipment, administer the Marina operations, and meet the ongoing needs of the customers served by the Marina in compliance with the standards set forth in this Agreement.
- (b) F3 Marina shall hire, pay and supervise the work of all persons necessary to be employed in order to properly maintain, operate and provide security for the Marina, including the Marina office, service department, boat storage, fuel dock and sanitary pump-out, convenience/ship's store, launch ramps, etc.; adequately keep records for the Marina in accordance with standard Marina management practice; and make reports to the City in accordance with this Agreement; shall use due care and diligence in the hiring of all such employees; and cause to be discharged all persons undesirable. All such employees shall be the employees of F3 Marina, as an independent contractor hereunder, and not the employees of the City.

- (c) F3 Marina shall pay all employees hired pursuant to paragraphs 4(b) and 4(e) and shall maintain adequate payroll records and shall make and remit to proper authorities all income tax deductions, unemployment insurance, workmen's compensation payments, social security payments, pension and other similar deductions or payments which may from time to time be applicable to such persons or other similar employees of F3 Marina, and disability benefits, hospitalization, medical, surgical and group life insurance plans hereinafter imposed by or included in agreements implemented with the consent of the City, which consent shall not be unreasonably withheld. All reasonable payments referred to in the preceding sentence shall be considered operating expenses of the Marina provided, however, that F3 Marina shall use reasonable efforts to minimize duplication of services among its employees and to avoid overtime whenever possible. Such operating expenses shall not exceed 110% of the amount provided therefor in the Annual Operating Budget unless otherwise approved in advance by the City, which consent shall not be unreasonably withheld. If the City plans on conducting a special event at the Marina, the City shall notify F3 Marina thirty (30) days in advance of said event.
- (d) F3 Marina shall cause to be prepared and filed the necessary forms for unemployment insurance, social security and withholding taxes, and all other forms required by any federal, state or municipal authority or insurance company with respect to all persons employed pursuant to this paragraph 4.
- (e) Office operations shall require a full-time administrative supervisor, with an assistant during the boating season, and will be directed by F3 Marina's General Manager for the Marina, unless otherwise approved in the annual budget. Office personnel shall be trained in community resources as well as Marina services.

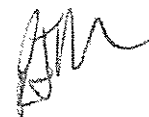

F3 Marina shall employ a permanent full-time dock master/supervisor. In addition to the above, part-time and seasonal help shall include an accountant, store clerks, dockhands and security officers. The permanent employees shall be responsible for daily operations, and will be hired, trained and supervised by F3 Marina's management team. All F3 Marina employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills. All F3 Marina personnel shall be in uniform while on duty.

5. Maintenance, Repairs and Purchase of Materials.

- (a) F3 Marina shall use its best efforts to maintain the Marina in a condition similar to that of other first-class marina operations of similar type, and shall cause repairs and alterations of the Marina and the improvements located thereon including, without limitations, cleaning, plumbing, electrical, carpentry, decorating and such other similar repairs, alterations, acquire materials and engage services to insure such maintenance and repair, and use its best efforts to acquire the same upon the most reasonable possible terms available to F3 Marina consistent with the operation of a first-class marina. F3 Marina shall at all times provide access to all Marina areas to the City for purposes of inspecting for compliance with this section. Specifically, F3 Marina shall maintain the Administration Building, and surrounding area, docks, fuel attendants building, fueling area, Marina dumpsters, Marina parking lot during winter storage, parking control gates, and the swimming pool and surrounding area.
- (b) F3 Marina shall have the right to make expenditures for repairs, alterations or purchases of materials and services therefor, provided such amounts are specifically set forth in the Annual Operating Budget approved by the City for that year.
- (c) F3 Marina shall use its best efforts to cause all shorelines, breakwaters, restrooms, ramps, dumpster enclosures, piers, docks, pet comfort areas and all other areas of the Marina to be kept free from debris and other accumulations and shall cause any rubbish to be removed promptly therefrom. F3 Marina shall use its best efforts to keep the buildings located in the Marina heated or cooled to reasonable temperatures according to the season in accordance with the standards of first-class marinas of similar type, and shall use its best efforts to cause the heating and air conditioning equipment to be operated, maintained and kept in good repair.

- (d) F3 Marina shall use its best efforts and due care and diligence to provide all services to the users of the Marina at the most reasonable cost to the City, consistent with the City's standard for the Marina specified herein, and unless approved by the City, F3 Marina shall not in its capacity as operator of the Marina, perform or promise to perform services for users of the Marina other than the types of services generally provided by operators of similar marinas. The City and F3 Marina shall endeavor to develop guidelines for the management and operation of the Marina consistent with the City's standards which will be complied with by F3 Marina during the term of this Agreement. The City acknowledges that the frequent closures of streets providing access to the Marina have a negative impact on Marina operations. The City and F3 Marina will endeavor to develop guidelines to minimize the impact of street closures on the Marina.
- (e) F3 Marina shall use its best efforts to cause all such acts and things to be done in and about the Marina as shall be necessary or desirable to comply with any and all orders or codes affecting the Marina placed thereon by any federal, state or municipal authority having jurisdiction thereover or orders of any board of fire underwriters or other similar board or agency subject, however, to the same limitations with respect to the amount of expenditures involved with the making of repairs and alterations contained in paragraph 5(b) hereof, except that F3 Marina may cause such orders or codes to be complied with irrespective of the cost thereof in the event that such a failure immediately to comply with any such order or code would or might expose the City or F3 Marina to criminal liability, provided that F3 Marina shall use its best efforts to reach the City's Public Works Department by telephone for the City's approval before undertaking such prompt compliance. F3 Marina shall promptly notify the City and the City shall promptly notify F3 Marina, of any notice of violation, order, rule or determination of any federal, state or municipal authority having jurisdiction over the Marina or order of any board of fire underwriters or similar board of agency.

(f) ~~A purchase order shall be prepared by F3 Marina for all purchases of materials for the Marina and for all non-contractual services prior to acquisition thereof and a receipt shall be obtained for all such items. In the event that the purchase of materials or acquisition of services is immediately necessary for the preservation and safety of the Marina or for the safety of users or other persons or required to avoid the suspension of any necessary service to the Marina, a confirmation of purchase shall be prepared in lieu of a purchase order. F3 Marina shall review all purchase orders, purchase confirmations and invoices affecting the Marina and all such items shall be approved by a supervisory employee of F3 Marina.~~



(g) If it becomes advisable or necessary to make extraordinary repairs or alterations to the Marina, F3 Marina shall notify the City of the need and reason for the same, which notice shall contain F3 Marina's recommendation as to the bid that should be accepted or other method of performing such work. Upon the award of a contract approved by the City, F3 Marina shall coordinate and oversee the work and insure that the specifications of the contract are complied with including, but not limited to, the obtaining of any and all governmental approvals or permits that may be required in order to complete the proper performance of the work. Any construction, the estimated cost of which exceeds five thousand and 00/100 (\$5,000.00) dollars, shall be subject to the requirements of Section 62.15, Wis. Stats. All alterations shall be subject to approval by the City to ensure that the architectural integrity of the Marina is maintained, and shall become the property of the City.

6. (a) Maintenance and Operation of Boat Launch Ramps. In addition to the Marina, F3 Marina shall operate and maintain the City's public Boat Launch Ramps and related improvements, specifically, the Deland Park ramp adjacent to the Harbor Centre Marina, the South 8th Street ramp and the North 14th Street ramp.

Such responsibility shall include, but not be limited to, the following: issuance of boat launch permits, stocking of envelopes and collection of boat launch fees at rates as established by City; installation/removal of the docks in spring and fall, respectively, at the times as designated by City; maintaining appropriate staffing to ensure safe, orderly and efficient operation of the Boat Launch Ramps; performance of all maintenance to the Boat Launch Ramps (but excluding major repairs related to vandalism, to age related equipment and facility depreciation, extreme weather, fire and other acts of God, and excluding mowing of grass areas at the South 8th Street facility); and keeping the Boat Launch Ramps free of debris and other accumulations. In addition, to the extent authorized by the City's Chief of Police, F3 Marina's on-site manager(s) or designated personnel shall act as a parking monitor at the Boat Launch Ramps and issue notices of parking violations for violation of boat launch parking regulations.

The City, and not F3 Marina, shall be responsible for payment of third party vendors' invoices for boat launch ramp fee envelopes, crane rental expenses and other third party vendor services for the boat launch ramps.

- (b) Collection of Boat Launch Fees. Notwithstanding any other provisions of this Agreement, all boat launch fees received by F3 Marina for and on behalf of the City, less applicable bank credit card charges, shall be and remain the property of the City. F3 Marina shall provide to the City an accounting of the receipts on a monthly basis, and annually on December 1st pay over to the City all receipts collected through November 1st.

7. (a) Maintenance and Operation of Large Yacht Facilities.

In addition to the Marina and the Boat Launch Ramps, F3 Marina shall operate and manage the Large Yacht Facilities along the South Pier sea wall, as described in Exhibit "A," through the Marina office. Such responsibility and duties shall include, but not be limited to, the following: marketing of the Large Yacht Facilities, reservations, coordination and maintenance of appropriate staffing to ensure efficient operation of the Large Yacht Facilities, collection of fees, and reporting need for maintenance to the City in a timely manner.

Requests for occupancy of the Large Yacht Facilities for commercial enterprises, other than tourist-oriented enterprises, shall be referred to the City for approval.

Management, operation and administration of the reservations will be performed by F3 Marina and its employees.

(b) Collection of Large Yacht Facility Fees.

Large yacht tie-ups will be reserved by phone or marine radio with a credit/debit card, or with prepayment by check, cash or money order through the Harbor Centre Marina Office. All large yacht tie-up fees received by F3 Marina for and on behalf of the City, less applicable credit/debit card charges, shall be accounted for in the Marina operations.

8. Contracts.

- (a) F3 Marina, on behalf of the City, shall enter into contracts and agreements for ordinary and usual maintenance of the Marina, electricity, gas, telephone, cleaning, landscaping, rubbish removal, security protection or other services or such of them as F3 Marina shall deem advisable, and F3 Marina shall, on behalf of the City, purchase all supplies (except those which will be supplied by a contractor) which shall be necessary to properly maintain and operate the Marina. To the extent permitted by law, F3 Marina may make such purchases on behalf of the City on a tax-exempt basis.
- (b) Notwithstanding anything to the contrary contained in this paragraph, all contracts relating to the collection of revenues including, but not limited to, slip rental contracts, boat show commission agreements and contracts for any other revenue source, shall be in the name of the City and shall require the City's written consent in advance.
- (c) The City or the City's officers or designated agents shall have the right to inspect all contracts and agreements entered into by F3 Marina with respect to the operation of the Marina at reasonable times and F3 Marina shall provide the City copies of such contracts and agreements as the City may request.

9. Collection and Remission of Revenues.

- (a) F3 Marina will, on behalf of the City, collect all revenues or income of sale of any kind, whether derived directly or indirectly from any source over which F3 Marina has any direct or indirect responsibility under this Agreement including, but not limited to, such sources as slip rentals, transient rentals, large yacht facilities rentals, fuel sales, ship store sales, convenience store sales, deli/snack bar sales, vending sales, revenues from boat storage, boat services and boat repairs, sail and fishing charters, special event income, utility charges, interest income and any other revenue or income or sales or assessments from activities which are operated under the direction of F3 Marina relating to the Marina. Revenues collected by F3 Marina on behalf of the City shall not include revenue from boat sales, brokerage, indoor winter storage fees or service parts.
- (b) All monies received by F3 Marina for and on behalf of the City shall be accounted for in the Marina operations.
- (c) Within thirty (30) days after the end of each calendar year, F3 Marina will pay to the City the net operating income of the preceding calendar year.

10. Payment of Expenses. During the term of this Agreement, the City agrees to maintain a balance in the fund in an amount sufficient to pay the necessary expenditures pursuant to this Agreement and the Annual Operating Budget. In the event that at any time there be insufficient funds available in the fund to pay such expenses, the City agrees to immediately supply the funds required to make such payments. The City agrees to reimburse F3 Marina promptly for any disbursement which F3 Marina may elect to advance the City pursuant to the terms of this Agreement.

"Expenses of Operation" as used in this Agreement, shall include any cost of sales or direct costs and expenses or general expenses incurred in the operation of the Marina including, without limitations, personnel costs and benefits, insurance, advertising and marketing expenses, utility costs, taxes, fuel costs, costs of inventory and costs of operating the ship's store/deli and convenience store and the gas dock. Notwithstanding the above, the term "Expenses of Operation" shall not include the City's depreciation, nor any capital expenditures, nor shall it include expenses related to boat sales, brokerage, indoor winter storage or service parts. Expenses of Operation shall include the payment of the base management fee and payment of any incentive adjustment amounts to F3 Marina.

11. Reports to the City.

(a) Commencing upon the execution of this agreement, F3 Marina shall prepare and submit to the City written reports for the Marina as follows:

(i) Beginning the first week in March and continuing until the first week in November of each year, F3 Marina will provide the City a written report each Monday that summarizes key information on revenue by category (slip fees, transient income, fuel sales, convenience store sales, etc.), significant expenses, and operational issues that occurred over the past week.

(ii) On or before the twentieth (20th) day of each calendar month, F3 Marina shall deliver or cause to be delivered to the City profit and loss statements and balance sheets showing the results of operation of the Marina for the preceding calendar month and the calendar year to date. For purposes of this report, revenues and expenses shall be set forth separately in a mutually agreed upon chart of accounts.

- (iii) Not later than June 15 of each calendar year, F3 Marina will deliver or cause to be delivered to the City a proposed annual operating budget for the subsequent calendar year of the anticipated income from all sources and expenses for non-capital repairs and maintenance, materials and supplies, disbursements and supporting information therefor, and a summary of anticipated capital expenditures and/or repairs for the subsequent two (2) calendar years. The proposed annual operating budget and all capital expenditures shall be subject to the City's approval, and once approved shall be the "Annual Operating Budget" for said calendar year.
  - (iv) Within thirty (30) days after the end of each calendar year, F3 Marina will deliver or cause to be delivered to the City a balance sheet and related statement of profit and loss (including all supporting cost center schedules of revenues and expenses), showing the assets employed in the operation of the Marina and the liabilities incurred in connection therewith, as at the calendar year-end, and the results of the operation of the Marina during the preceding calendar year. Such report shall also include an Annual Statement of F3 Marina's Fee Calculation setting forth in reasonable detail the calculation of F3 Marina's compensation as provided in paragraph 14. This report may, at the City's option, be audited by independent public accountants. Any such independent audit shall be considered an expense of the Marina.
  - (v) In addition, at the option of the City, such independent accountants approved by the City may be retained at the City's expense to prepare monthly and semi-annual statements.
  - (vi) At any reasonable time, upon the request of the City, F3 Marina shall provide copies of any and all material or reports maintained by F3 Marina for the Marina in the ordinary course of F3 Marina's business.
- (b) F3 Marina shall cooperate with the City or the City's independent public accountants in connection with the preparation and filing of federal, state and other tax returns required by any governmental authority.

- (c) F3 Marina shall cooperate with the independent public accountants of the City in connection with the preparation of an annual audit of the books of account of the City at its discretion, including an annual report each year of the operations of the City for the year then ended.
- (d) The City or the City's officers or designated agents shall have the right at any reasonable time or interval to examine F3 Marina's books for the Marina or any portion thereof.
- (e) F3 Marina shall prepare, keep and maintain at all times for a period of not less than five (5) years complete and accurate books of account and records during each calendar year and such other records as would normally be required to be kept and examined by an independent public accountant in accordance with generally accepted auditing practices in performing an audit. Upon five (5) days' written notice to F3 Marina at any time during the term or within one (1) year of the expiration or sooner termination thereof, the City shall have the right to cause a complete audit to be made by an independent public accountant designated by the City of all business affairs conducted at, upon and from the Marina and of all books and records pertaining thereto, and F3 Marina will make all such books and records available, or cause the same to be made available for such examination at the Marina or such other location agreed to by the City.

12. Insurance.

- (a) F3 Marina agrees to maintain at its expense and provide City with certificates of insurance that provide the following coverage:
  - (1) Unemployment compensation and worker's compensation covering the statutory liability of F3 Marina in the operation of the Marina, Boat Launch Ramps and Large Yacht Facilities.
  - (2) General liability insurance coverage, including personal injury and contractual liability with limits of not less than one million and 00/100 (\$1,000,000.00) dollars for each occurrence and three million and 00/100 (\$3,000,000.00) dollars in the aggregate, and agrees to name the City as an additional insured.
- (b) F3 Marina shall also provide an umbrella liability policy, with provisions acceptable to City, insuring all property in the care, custody and control of F3 Marina under the terms of this Agreement, including materials, equipment, structures and improvements, insuring such property against losses by virtue of the negligent acts of F3 Marina or its agents or employees, with limits of at least three million and 00/100 (\$3,000,000.00) dollars. Said policy shall name the City as an additional insured and shall be primary to any other additional insurance coverage as may be required by the City during the term of this Agreement and agrees to name the City as an additional insured.
- (c) F3 Marina shall ensure that all employees with access to receipts are bonded in an amount mutually agreed between the parties hereto, or that F3 Marina maintain sufficient dishonest employee insurance coverage.
- (d) In the event F3 Marina employs other contractors (subcontractors) as part of the work covered by this Agreement, it shall be F3 Marina's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified in this Agreement, and carries worker's compensation coverage.

13. Swimming Pool Facilities. The swimming pool facilities will be available to all slip renters and included in the slip rental fee. In addition, use of the swimming pool facilities shall be open to all who choose to purchase a membership, boater and non-boater alike. Memberships will also be available to transient boaters on a daily fee basis.

14. Compensation.

(a) Management Fees.

(i) Except as provided in subparagraph (b) below, for the term of this Agreement, and any renewals thereof, F3 Marina shall be paid out of the cash flow of the Marina as the "Base Management Fee" an annual sum as follows:

- \$80,000 in 2019
- \$84,000 in 2020
- \$88,200 in 2021
- \$92,610 in 2022
- \$97,240 in 2023

The Base Management Fee shall be payable in twelve (12) equal monthly installments on the first day of each month of the calendar year.

(b) Incentive Fee. Throughout the term of this Agreement, F3 Marina may be paid an incentive fee in addition to the Base Management Fee. The incentive fee shall be calculated to be a portion of the increase, should there be any, in net operating revenue over the previous year. The City shall pay forty percent (40%) of the increase in net operating revenue to F3 Marina; except that if the annual net operating revenue increase is greater than 20% in a given year, the city shall calculate the incentive fee such that F3 Marina receives forty-five percent (45%) of the portion of net operating revenue representing an increase between 21 and 50% over the previous year, and fifty percent (50%) of the portion of net operating revenue representing an increase in excess of 50% over the previous year. For the purposes of calculating the incentive fee, the increase in net operating revenue shall not include capital costs or repairs to docks from ice damage, and shall exclude any revenue from approved rate increases over the term of the Agreement.

- (c) Disincentive Fee. A disincentive fee shall be applied if F3 Marina fails to meet the budgeted net operating income (NOI) by 20% or more in that year: the current year's Base Management Fee is frozen for the next year.

15. Tradename; Signage.

- (a) The trademarks and service mark of both the City and F3 Marina may be used in connection with the operation of the Marina. It is expressly agreed that neither party will, by virtue of operations under this Agreement, acquire any right to any trademark or service mark of the other party.
- (b) F3 Marina agrees that the City shall have the right to remove any signs, lettering, displays, advertising or pictures in or on or about the Marina in the event the City determines that any of the foregoing is not in accordance with a first class marina.

16. Restrictive Covenants.

F3 Marina agrees that it will not, directly or indirectly, or by an Affiliate, own, operate, manage, or otherwise have an interest in any other marina operation, provide slip rentals outside of the Marina, or provide outdoor boat storage at any site other than the Marina on-site boat storage area or the City's designated off-site outdoor storage area, unless these boat storage areas are full to capacity, at any location within thirty (30) miles of the Marina, without the written consent of the City, which consent may be withheld unreasonably. The location of brokerage, boat sales and indoor boat storage shall not be restricted hereby.

The restrictive covenants contained herein shall continue only during the term of this Agreement and any extensions thereof.

17. Representations and Warranties; Indemnification.

- (a) The City and F3 Marina each represent and warrant to the other that it has the power and authority to enter into this Agreement and to fully perform its respective obligation hereunder.

- (b) F3 Marina shall indemnify and save harmless City from and against any and all losses, costs (including attorney's fees), damages, expenses and liability (including statutory liability and liability under worker's compensation and unemployment compensation laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by F3 Marina, its agents, employees, customers, invitees, contractors, subcontractors and all other persons which may arise from and in any manner grow out of any act or neglect on or about the Marina premises, Boat Launch Ramps or Large Yacht Facilities, by F3 Marina, or its agents, employees, customers, invitees, contractors, subcontractors or any other persons.
  - (c) City shall indemnify and save harmless F3 Marina from and against any and all losses, costs (including attorney's fees), damages, expenses and liability (including statutory liability and liability under worker's compensation and unemployment compensation laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by City, its agents, employees, customers, invitees, contractors, subcontractors and all other persons which may arise from and in any manner grow out of any act or neglect on or about the Marina premises, Boat Launch Ramps or Large Yacht Facilities, by City, or its agents, employees, customers, invitees, contractors, subcontractors or any other persons.
  - (d) The parties shall notify each other of the existence of claims relating to the Marina or Boat Launch Ramps and shall cooperate with each other in defense of third-party claims.
18. Right to Audit. F3 Marina shall maintain books and records in sufficient detail to meet generally acceptable accounting practices. Said books and records shall be accessible to the City at reasonable times, on three (3) days' notice to F3 Marina. F3 Marina grants to the City the right and authority to audit all records, documents and books pertaining to this Agreement.

19. Inventory. Prior to the beginning of the contract period, a representative of both the City and F3 Marina will jointly perform a physical inventory count and observation of all fixtures, furnishings, furniture and equipment, in or upon the managed premises and said inventory will be attached hereto and made a part hereof within fourteen (14) days of the execution of the Agreement. F3 Marina agrees that fixtures, furnishings and equipment are in the condition as stated in the inventory; that F3 Marina personally inspected and assisted in the taking of said inventory; that F3 Marina will maintain the fixtures, furnishings, furniture, and equipment, if any, during the term of this Agreement, and that said property shall be deemed in its sole custody and care.

At least once annually during the contract period, if determined necessary by the City, the City will provide F3 Marina with an amended listing of fixed assets to verify those assets currently in place taking into account deletions and additions. The City will provide F3 Marina with fixed asset identification tags to be affixed to such assets.

At the termination of this Agreement, a representative of the City and F3 Marina will jointly perform a physical inventory count and observation of all fixtures, furniture, furnishings, and equipment.

In the event any of the aforementioned items are lost, stolen, or damaged, through the negligence of F3 Marina, they shall be replaced or repaired at the cost and expense of F3 Marina.

20. Termination of Agreement by City.

- (a) If one or more of the following events shall occur, the City may terminate this Agreement by notice to F3 Marina.

- (i) If F3 Marina shall be in material default in the performance of any material term, covenant or condition which this Agreement requires it to perform, and shall fail to cure such material default within thirty (30) days of written notice from the City specifying such default (unless such default cannot reasonably be cured within such thirty (30) day period and during such thirty (30) day period F3 Marina commences to cure such default and proceeds with diligence to complete such cure); provided that F3 Marina shall not be deemed to be in default pursuant to this Agreement if its failure to satisfy the requirements hereof is caused by the City's failure to provide funds to the Marina or otherwise perform its obligations hereunder; or
  - (ii) If F3 Marina shall make any assignment of its property for the benefit of creditors; or
  - (iii) If F3 Marina's interest under this Agreement shall be taken on execution of a judgment; or
  - (iv) If F3 Marina files a petition for adjudication as a bankrupt, for reorganization or for an arrangement under any bankruptcy or insolvency law, or if any involuntary petition under such law is filed against F3 Marina and not dismissed within ninety (90) days thereafter;
  - (v) If F3 Marina has made any representation to induce the City to enter into this Agreement that is false in any material respect when made; or
  - (vi) If F3 Marina fails to meet the yearly budgeted Net Operating Income two (2) consecutive years.
- (b) Upon the occurrence of one or more events under (a) above, the City may exercise any or all of the following remedies in addition to termination of the Agreement:
- (i) The City may, immediately, or at anytime thereafter, and without further notice or demand, enter on the Marina premises and expel F3 Marina and remove F3 Marina's effects (forcibly if necessary); and/or

(ii) The City may require that F3 Marina immediately deliver to the City all slip leases, boat storage rental agreements and similar agreements.

(c) The rights of termination granted to the City in this paragraph shall be in addition to any other right or remedy that may otherwise be available to the City including, but not limited to, recovery of amounts due and owing to the City, any and all damages, and any equitable relief resulting from the above event or events.

21. Termination of Agreement by F3 Marina.

(a) F3 Marina may terminate this Agreement by giving notice to the City if the City shall be in material default in the performance of any material term, covenant or condition which this Agreement requires it to perform and shall fail to cure such material default within thirty (30) days of notice from F3 Marina specifying such default (unless such default cannot reasonably be cured within such thirty (30) day period and during such thirty (30) day period the City commences to cure such default and proceeds with diligence to complete such cure), provided that the City shall not be deemed to be in default pursuant to this Agreement if its failure to satisfy the requirements hereof is caused by F3 Marina's failure to perform its obligations hereunder.

(b) The rights of termination granted to F3 Marina in this paragraph shall be in addition to any other right or remedy that may otherwise be available to F3 Marina including, but not limited to, recovery of amounts due and owing to F3 Marina, any and all damages, and any equitable relief resulting from City's default.

22. F3 Marina's Rights Upon Termination.

(a) Upon termination of this Agreement, F3 Marina shall be entitled to:

(i) reimbursement of all expenses incurred with respect to the Marina, provided such expenses are within the parameters of the approved annual budget;

- (ii) payment of all of its compensation to which it would be entitled under paragraph 14 to the date of termination, unless unilaterally terminated by F3 Marina without cause, or unless terminated by the City under paragraph 20(a);
  - (iii) payment of any other sums due F3 Marina hereunder, unless unilaterally terminated by F3 Marina without cause, or unless terminated by the City under paragraph 20(a). Upon the termination of this Agreement, F3 Marina shall render a final accounting within forty-five (45) days after the end of the month of termination.
- (b) The obligations contained in this paragraph shall survive expiration or other termination of this Agreement. Upon termination of this Agreement, F3 Marina shall have the right to assign, and the City shall have the obligation to assume, all contracts entered into on behalf of the City, provided said contracts are within the parameters of the approved annual budget.
23. Subordination. This Agreement and F3 Marina's authority and rights hereunder are subject to the lien upon, and security interest in, the Marina and revenues generated by the Marina held by any financial institution to which the City has granted a security interest in the Marina.
24. Notices. Any notice required or permitted hereunder shall be in writing and shall be valid and sufficient if delivered personally or dispatched in any post office of the United States by registered or certified mail, postage prepaid, addressed to the other party as follows:

If to the City:

City Clerk  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

If to F3 Marina:

F3 Marina Management Company  
252 East Highland Avenue  
Milwaukee, WI 53202  
Attn: John Matheson

and any party may change such address by notice given to the other party in the manner set forth above.

25. Assignment. F3 Marina shall not assign this Agreement without the prior consent of the City, which consent may be arbitrarily withheld in its sole discretion. Any such assignment without the City's prior written consent shall be void. The City shall have the right to assign this Agreement at anytime without the consent of F3 Marina. In the event the City's assignee is unable to perform the terms of this Agreement, the City shall be responsible for performance of the City's obligations hereunder.

26. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin.
- (b) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (c) Headings. Titles and headings of the paragraphs and subparagraphs of this Agreement are for the convenience of reference only and do not form a part of this Agreement and shall not in any way affect the interpretation hereof.
- (d) Amendment. No explanation or information by either of the parties hereto shall alter or affect the meaning or interpretation of this Agreement and no modification or amendment to this Agreement shall be valid unless in writing and executed by both parties hereto.
- (e) Successors and Assigns. Except for the restrictions on assignability contained in paragraph 25 hereof, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
- (f) Waiver. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or different nature.

- (g) Severability. If any term or provision of this Agreement or the performance thereof shall to any extent be invalid or unenforceable, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of this Agreement, and this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (h) Relationship of the Parties. The relationship of the City and F3 Marina shall be solely as owner and manager with F3 Marina acting as an independent contractor and in no event and for no purpose shall the City and F3 Marina be deemed partners or joint venturers.
- (i) Affiliates. As used in this Agreement, the term "Affiliate" or "Affiliates" shall mean a corporation, partnership, venture, trust, association, or other business organization that is not a natural person and is under common ownership or control with F3 Marina; a parent or subsidiary of F3 Marina; or an officer, director or shareholder of F3 Marina. For this purpose, the term "control" shall include the ownership or holding of ten percent (10%) or more of the stock, assets or equity of or interest in any organization other than a natural person.
- (j) Entire Agreement. This Agreement contains all of the agreements and covenants made between the parties hereto.

IN WITNESS WHEREOF, the City of Sheboygan has caused this Agreement to be executed by Michael J. Vandersteen, Mayor, and Meredith De Bruin, City Clerk, this 12<sup>th</sup> day of October, 2018.

CITY OF SHEBOYGAN

BY:

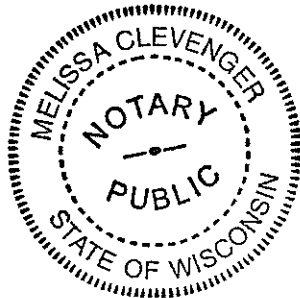
Michael J. Vandersteen  
Michael J. Vandersteen  
Mayor

ATTEST:

Meredith De Bruin  
Meredith De Bruin  
City Clerk

STATE OF WISCONSIN    )  
                                  ) SS.  
SHEBOYGAN COUNTY    )

Personally came before me, this 12<sup>th</sup> day of October, 2018, Michael J. Vandersteen, Mayor, and Meredith De Bruin, City Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.



Melissa Clevenger  
Melissa Clevenger  
Notary Public-State of Wisconsin  
My commission expires 7-24-2021



VIII

R. C. No. 137 - 18 - 19. By PUBLIC WORKS COMMITTEE. September 17, 2018.

Your Committee to whom was referred Res. No. 92-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into a five-year agreement for the provision of professional management services and operation of the Harbor Centre Marina; recommends approving the Resolution and attached contract.

reg

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

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

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

III

4.6

Res. No. 92 - 18 - 19. By Alderperson Wolf. September 4, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into a five-year agreement for the provision of professional management services and operation of the Harbor Centre Marina.

WHEREAS; The current contract for the operation and management of the Harbor Centre marina will expire at the end of 2018 and as such, the city issued a Request for Proposals seeking firms having an interest in the contract and;

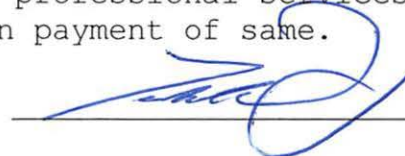
WHEREAS; The city received two proposals and following an intensive review has determined that the proposal submitted by F3 Marina of Milwaukee WI meets all of the specifications and;

WHEREAS; In addition to the professional management of the marina, the city challenged the proposing firms to research the possibility of offering additional services to the boaters in an effort to enhance financial performance and gain market share from other marina's offering similar services.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into a five-year agreement with F3 Marina of Milwaukee, WI including certain milestones related to the possibility of providing the boaters with an expanded service offering.

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw funds for the provision of these professional services from the Boat Facilities/Marina fund 29037500-521900 in payment of same.

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

## CITY OF SHEBOYGAN

### REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

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**ITEM DESCRIPTION:** A Resolution by Ald. Wolf authorizing entering into a five-year agreement for the professional management of the Harbor Centre Marina.

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**REPORT PREPARED BY:** Bernard Rammer, Purchasing Agent

**REPORT DATE:** August 24, 2018

**MEETING DATE:** September 11, 2018

**FISCAL SUMMARY:**

Budget Line Item: 29037500-521900  
Budget Summary: Boat Facilities/Marina  
Budgeted Expenditure: \$  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

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

**BACKGROUND / ANALYSIS:**

The contract for the professional management of the Harbor Centre Marina expires at the end of 2018. While the city had the option to renew the contract with the current operator, the city instead chose to issue a Request for Proposals. Proposals were received from two firms, F3 Marina which is the current operator and Boater's Haven. The proposals were reviewed independently by each member of the team and scored. In addition, both firms were interviewed to further discuss the proposals.

The scoring is as follows with a possible 1000 points per reviewer or 4,000 total points available. The criteria included marina management experience, the ability to meet the City's requirements, references, and completeness of proposals, financial terms and marketing strategy. In addition, some contractual milestones were added in an effort to potentially expand the services offered to boaters by the marina and thus positively impact overall financial performance and increase market share.

	F3 Marina	Boaters Haven	BASE FEE	F3 MARINA MILWAUKEE	BOATERS HAVEN- CHICAGO
Reviewer # 1	805	630	YEAR 1-2019	\$ 80,000	\$ 85,000
Reviewer # 2	850	465	YEAR 2-2020	\$ 84,000	\$ 85,000
Reviewer # 3	755	630	YEAR 3-2021	\$ 88,200	\$ 85,000
Reviewer # 4	850	590	YEAR 4-2022	\$ 92,610	\$ 85,000
<b>Total Score</b>	<b>3260</b>	<b>2315</b>	YEAR 5-2023	\$ 97,240	\$ 85,000

**STAFF COMMENTS:**

In the final analysis, the review team determined that while the Boaters Haven proposal offered some unique and interesting concepts and approaches toward the expansion of

services, the firm was not able to provide evidence of verifiable experience or demonstrating a core competency in the management of a Marina.

Further, the team affirmed that F3 Marina has shown solid performance in the management of the marina and maintaining its first class status and this was reflected in the results of the recent boater's survey.

**ACTION REQUESTED:**

Motion to recommend that the Common Council approve Res #\_\_\_\_-18-19 to authorize the appropriate city officials to enter into a five year contract with F3 Marina of Milwaukee WI for professional management of the Harbor Centre Marina with the base management fees as detailed above. The contract document will also contain some milestones to be achieved related to the addition of additional service offerings to the boaters.

**ATTACHMENTS:**

- I. Res No. \_\_\_\_-18-19

**HARBOR CENTRE MARINA  
MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Sheboygan, Wisconsin, a municipal corporation (hereinafter called the "City"), and Founders 3 Management Company, a Wisconsin corporation, doing business as F3 Marina (hereinafter called "F3 Marina"), with its principal place of business at 252 East Highland Avenue, Milwaukee, Wisconsin 53202.

RECITALS

WHEREAS, F3 Marina, which is formerly known as Siegel-Gallagher, is experienced in the operation of marinas and desires to manage and operate a Marina and other ancillary facilities for the City (hereinafter known as the "Marina"), said facilities being those known as Harbor Centre Marina; and

WHEREAS, the City desires to obtain the benefits of F3 Marina's expertise in the operation and management of the Marina by turning over to F3 Marina the operation and management of the Marina, and F3 Marina is willing to accept such appointment upon the terms, conditions and for and in consideration of the fees hereinafter set forth; and

WHEREAS, the City finds it advantageous for the Marina operator to operate and maintain the City-owned public boat launch ramps in Deland Park and at a site on South 8th Street and at a site on North 14th Street (as long as said site is designated as a boat launch facility) (hereinafter collectively referred to as the "Boat Launch Ramps"), and the large yacht facilities along the South Pier sea wall, as shown on the drawing attached hereto as Exhibit "A" labeled "Large Yacht Facilities" (hereinafter referred to as the "Large Yacht Facilities").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment. The City hereby appoints and retains F3 Marina as the sole managing agent of the Marina, the Boat Launch Ramps and the Large Yacht Facilities, and F3 Marina hereby accepts such appointment and agrees to use its best efforts and due diligence and care to manage and operate the Marina, the Boat Launch Ramps and the Large Yacht Facilities in accordance with the terms and conditions of this Agreement.

2. Term.

- (a) Term. This Agreement shall be for a term of five (5) years commencing January 1, 2019 and ending December 31, 2023. At the end of the Agreement, City shall have the option of renewing the Agreement for one additional five-year term subject to subsection (b) hereof and paragraphs 20 and 21.
- (b) Severe Damage. In the event the Marina premises and facilities are rendered substantially unusable due to storm, flood, fire, ice or other cause, either party may terminate this Agreement by giving thirty (30) days' written notice to the other. Nothing in this Agreement shall require the City to rebuild the damaged property. If, however, within one (1) year of such severe damage, the City elects to rebuild the damaged property, the City shall notify F3 Marina thereof, and F3 Marina may, within sixty (60) days of such notice, reinstate this Agreement for the balance of the term by notice to the City.

3. Property Management and Operations Responsibilities.

(a) Standards of Management and Service.

- (1) In order to maximize the management fees and other compensation paid hereunder, and in order to maintain the economic value of the Marina and maximize revenues of the City, F3 Marina covenants and agrees at all times to use its best efforts to continuously operate, manage and maintain the Marina and related facilities in a first-class and superior manner, to use its best efforts to achieve a high level of customer satisfaction, and shall, in connection therewith, consistent with superior marina management, use its best efforts to perform the services required of F3 Marina in this Agreement.
- (2) In addition, F3 Marina agrees to operate and maintain the Marina under *Clean Marina Standards* and maintain *Wisconsin Clean Marina Certification* under the Clean Marina Program administered by the Wisconsin Marina Association.

(b) Facilities Property Management. F3 Marina shall be responsible for the operation, care, custody and control, including all daily and routine maintenance and repairs of and personal property and all real property and fixtures thereon within Harbor Centre Marina, as specified herein, including:

- All permanent and floating piers, docks, and other mooring facilities, on land or in water;
- All buildings, facilities, and structures within the confines of Harbor Centre Marina, including, but not limited, to the administration building; restroom and shower facilities; swimming pool; and fueling station and dock, along with all fuel storage and fuel systems;
- All walkways, driveways, and parking lots immediately adjacent to the harbor and/or buildings, facilities, and structures that F3 Marina is responsible for managing;
- All electrical, mechanical, plumbing, heating, ventilation and air conditioning equipment in or on the facilities, including equipment made available to accommodate vessels moored at slips.

Mutually agreed to security devices shall be installed and maintained onsite to protect all real and personal property, including, but not limited to, protecting the slips and watercraft from direct, unrestricted access by the general public. Security services shall also be retained and managed seven (7) days per week during the annual boating season.

F3 Marina shall keep in good repair and maintain all of the facilities and equipment described above in good and orderly condition and shall continually assess and offer regular written recommendations to the City on how to improve facilities and equipment at Harbor Centre Marina. The property and all facilities are at all times subject to entry by authorized officers, agents, and employees of the City of Sheboygan for purposes of inspection or water or engineering tests, or for other reason.

(c) Marina Administration. F3 Marina shall conduct in a businesslike and customer-friendly manner all the administrative aspects of operation of a first-class marina, including, but not limited to:

- Accessibility and friendly attention to slip tenants, their families and guests, and prompt, courteous responsiveness to their needs and reasonable requests;
- Development and maintenance of clear and frequent communications with all slip tenants on matters of general concern and interest;
- Operation, including regular updating, of a website for Harbor Centre Marina that encompasses all facets of Harbor Centre operations and matters of significance to current and prospective renters, including, but not limited to, verbal and imagery description of marina facilities and the surrounding area, current weather information, seasonal and transient slip fees, special events and promotions and other marketing projects;
- Safe, efficient, and courteous operation of the fueling station in compliance with all applicable federal, state, and local laws and regulations;
- Designing and operating a convenience/ship store for consumer requested items to be located on the ground floor of the Administration Building;
- Establishment and implementation of effective systems for processing, monitoring, and accounting for slip rental payments of all rents, in accordance with the terms of the applicable slip rental agreements;

- Responsibility for the administration of all slip leases affecting the Marina. In connection with such lease administration: monitor tenant compliance and enforce City's rights under all such leases; upon default by any tenant and after consultation with City, terminate tenancies and sign and serve in the name of City to evict tenants and to recover possession of the slip, and recover rents and other sums due; when expedient, settle, compromise and release such disputes, actions or suits or reinstate such tenancies; communicate regularly with the Sheboygan Police Department to enforce all City ordinances; provide City with periodic forecasts of scheduled or anticipated vacancies; advise City of suggested lease rental rates and terms and/or preferred tenant use for vacant space;
- Establishment and implementation of effective financial systems for handling, safeguarding, accounting for, and regularly transferring to City, funds received in the course of operation and management of the Marina, including, but not limited to, slip rentals and deposits; transient slip fees and other per-use fees;
- Facilitation of visits by transient boaters and boaters coming to assess the Marina's suitability as a permanent mooring location.
- F3 Marina shall have solicited and obtained by December 1, 2018 a letter of interest from a qualified operator indicating that operator's desire to negotiate the construction of a facility in the City of Sheboygan that provides winter storage and service for boats. Boat sales may also be conducted from said facility. The letter of intent shall denote an intent and ability on the part of the qualified operator to complete negotiations and commence construction within eighteen (18) months of providing said letter of interest. For the purposes of this provision, a "qualified operator" means a firm with no less than five years of experience in the marina industry handling service and boat repairs with sufficient expertise, financial ability, and insurance to construct and operate a first-class facility and provide quality service for boats up to 65-feet in length within the City of Sheboygan.

- F3 Marina agrees that if the qualified service operator, through no fault of F3 Marina, fails to negotiate an agreement as described above with a landowner and the City of Sheboygan by June 1, 2019, and such negotiations are not actively continuing among all parties, F3 Marina shall be permitted to obtain a new letter of interest from a different qualified operator under the same terms and conditions as provided above.
- Notwithstanding the above, F3 Marina shall use its best efforts in soliciting winter boat storage, both on-site and at the City's designated off-site storage facilities, throughout the boating season, and said storage shall be full service. This includes "slip to slip" handling, meaning the customer merely names his/her selected haul and launch dates, and need not be inconvenienced by the need to be present or involved in the storage process. F3 Marina shall make available full winterization and summarization and shrink wrapping services. F3 Marina shall patrol the winter boat storage sites to monitor coverage, boat positions, ice build-up, etc.
- Upon termination of this Agreement, F3 Marina shall provide to City all records of its operation and management of the Marina and related facilities, including, but not limited to, all records and transactions concerning slip rentals, deposits, payments, all contact information for current and former slip renters; and all records of inspections, maintenance, and repairs of property, fixtures, and equipment.

(d) Marina Marketing.

- (1) Immediately upon commencement of this Agreement, and continuing during its term, F3 Marina will use its best efforts in implementing its marketing plan so as to maximize slip occupancy and transient traffic each boating season. F3 Marina understands and acknowledges that achieving and maintaining optimum occupancy levels is crucial to the success of the Marina and satisfactory performance under this Agreement.

- (2) F3 Marina shall provide marketing of the Marina, including, but not limited to, the following:
- Distribution of flyers, brochures, and other promotional materials to slip tenants and visitors, and placement of such materials in public areas of the Marina and, as permitted, in other commercial locations where the boating public can be targeted;
  - Distribution of materials related to rentals for the next season, such as price lists and notices of long or limited-term promotional offers to slip tenants and visitors, and placement of such materials in public areas of the Marina and, as permitted, in other locations where they can reach the boating public;
  - Distribution of slip rental and deposit agreements for rentals for the next season, to slip tenants, visitors, and other interested persons; and receipt and processing of applications for slip rentals, including acceptance of slip deposits;
  - Provision of guided tours of the Marina facilities to potential slip tenants on request;
  - Provision of internet access to all documents, materials, and information described in the foregoing items through posting on the Marina's website and/or providing links to such items;
  - Development and management of a new dynamic website, with better search engine optimization to promote the Marina;
  - Being available to interested persons, throughout the year, to provide information about slip rentals, etc.;
  - Utilization of social media and other electronic marketing;
  - Development of print marketing in newspapers and trade periodicals;

- Frequent "press releases" to local media outlets;
- Working with the Harbor Centre Business Improvement District, Chamber of Commerce, and other local businesses to partner with the Marina to create more interaction between the Marina and downtown businesses;
- Attendance at key boat shows, including, but not limited to, Strictly Sail Boat Show, Chicago, and Power Boat Show, Chicago, coupled with "cross-selling" material at key vendor booths, specifically, items provided by the Sheboygan County Chamber of Commerce Tourism Division.

(e) Hours of Operation. During the boating season, the Marina office shall be open seven (7) days a week beginning no later than 8:00 a.m. and ending no earlier than 5:00 p.m., unless different hours approved by the Common Council or a committee authorized by the Common Council to oversee the operation of the Marina. At all other times, the office shall remain open on a regular business schedule as approved by the City. For purposes of this Agreement, "boating season" shall be defined as the period beginning April 15 and ending on October 15. Outside of the boating season, F3 Marina need not operate under the boating season Marina office hours, but shall clearly and publicly post its off-season hours and post and announce its contact information (including street address and mailing address, telephone numbers, and e-mail address). Off-season hours shall be mutually agreed to in writing with the City.

The fuel dock and sanitary pump-out hours shall be as follows:

- Beginning no later than 8:00 a.m. and ending no earlier than 6:00 p.m. from Memorial Day Weekend through Labor Day, and/or other mutually agreed to times, so as to complement local use patterns;

- Beginning no later than 8:00 a.m. and ending no earlier than 4:30 p.m. from April 1st until Memorial Day Weekend and from the day after Labor Day through November 1st, and/or other mutually agreed to times, so as to complement local use patterns;
- Signs shall be prominently placed on fuel docks, posting hours of operation and a contact phone number;
- Sales of convenience-type items from convenience/ship store seven (7) days a week during the boating season for purchase of snacks, ice and boat needs (oil, etc.). The convenience/ship store will act as an extension of the Marina office in evening hours when the office is closed.

(f) Slip Rental Fees and Other Fees and Charges.

- (1) F3 Marina shall charge slip rental fees, transient fees, slip rental deposit fees, and other fees and charges for use of the Marina facilities as established by the City and set out in the annual budget and approved by the Common Council or a committee authorized by the Common Council to oversee the operation of the Marina. F3 Marina shall have the right to offer discounted fees, seasonal rates, and special group rates, only with the express written approval of the City. F3 Marina shall have the authority to set standard rates in consultation with city staff. When there is any difference of opinion between F3 Marina and City staff regarding rates, the matter shall be submitted to the Common Council or a committee thereof. F3 shall abide by the rates set forth by the City as a result. Notwithstanding the above, unless mutually agreed, said rental rates shall not be lower than the median rate charged at other major marinas in Milwaukee, Port Washington and Manitowoc.
- (2) F3 Marina may charge such lawful fees and prices as it chooses for any goods (e.g., fuel and items sold at retail in the convenience store) or for any other services (e.g., concierge services or laundry services) that it offers to the public.

- (g) Customer Satisfaction Surveys. Annually, or less frequently as established in the approved annual budget, surveys of customer satisfaction shall be conducted by F3 Marina or, at the City's discretion, by the City, or by an independent firm agreed upon by the parties. The procedures for any such survey will be mutually agreed upon by the parties.

4. F3 Marina's Personnel.

- (a) F3 Marina shall, subject to annual budget limitations, provide sufficient and competent employees to manage, maintain and operate the Marina facilities and equipment, administer the Marina operations, and meet the ongoing needs of the customers served by the Marina in compliance with the standards set forth in this Agreement.
- (b) F3 Marina shall hire, pay and supervise the work of all persons necessary to be employed in order to properly maintain, operate and provide security for the Marina, including the Marina office, service department, boat storage, fuel dock and sanitary pump-out, convenience/ship's store, launch ramps, etc.; adequately keep records for the Marina in accordance with standard Marina management practice; and make reports to the City in accordance with this Agreement; shall use due care and diligence in the hiring of all such employees; and cause to be discharged all persons undesirable. All such employees shall be the employees of F3 Marina, as an independent contractor hereunder, and not the employees of the City.

- (c) F3 Marina shall pay all employees hired pursuant to paragraphs 4(b) and 4(e) and shall maintain adequate payroll records and shall make and remit to proper authorities all income tax deductions, unemployment insurance, workmen's compensation payments, social security payments, pension and other similar deductions or payments which may from time to time be applicable to such persons or other similar employees of F3 Marina, and disability benefits, hospitalization, medical, surgical and group life insurance plans hereinafter imposed by or included in agreements implemented with the consent of the City, which consent shall not be unreasonably withheld. All reasonable payments referred to in the preceding sentence shall be considered operating expenses of the Marina provided, however, that F3 Marina shall use reasonable efforts to minimize duplication of services among its employees and to avoid overtime whenever possible. Such operating expenses shall not exceed 110% of the amount provided therefor in the Annual Operating Budget unless otherwise approved in advance by the City, which consent shall not be unreasonably withheld. If the City plans on conducting a special event at the Marina, the City shall notify F3 Marina thirty (30) days in advance of said event.
- (d) F3 Marina shall cause to be prepared and filed the necessary forms for unemployment insurance, social security and withholding taxes, and all other forms required by any federal, state or municipal authority or insurance company with respect to all persons employed pursuant to this paragraph 4.
- (e) Office operations shall require a full-time administrative supervisor, with an assistant during the boating season, and will be directed by F3 Marina's General Manager for the Marina, unless otherwise approved in the annual budget. Office personnel shall be trained in community resources as well as Marina services.

F3 Marina shall employ a permanent full-time dock master/supervisor. In addition to the above, part-time and seasonal help shall include an accountant, store clerks, dockhands and security officers. The permanent employees shall be responsible for daily operations, and will be hired, trained and supervised by F3 Marina's management team. All F3 Marina employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills. All F3 Marina personnel shall be in uniform while on duty.

5. Maintenance, Repairs and Purchase of Materials.

- (a) F3 Marina shall use its best efforts to maintain the Marina in a condition similar to that of other first-class marina operations of similar type, and shall cause repairs and alterations of the Marina and the improvements located thereon including, without limitations, cleaning, plumbing, electrical, carpentry, decorating and such other similar repairs, alterations, acquire materials and engage services to insure such maintenance and repair, and use its best efforts to acquire the same upon the most reasonable possible terms available to F3 Marina consistent with the operation of a first-class marina. F3 Marina shall at all times provide access to all Marina areas to the City for purposes of inspecting for compliance with this section. Specifically, F3 Marina shall maintain the Administration Building, and surrounding area, docks, fuel attendants building, fueling area, Marina dumpsters, Marina parking lot during winter storage, parking control gates, and the swimming pool and surrounding area.
- (b) F3 Marina shall have the right to make expenditures for repairs, alterations or purchases of materials and services therefor, provided such amounts are specifically set forth in the Annual Operating Budget approved by the City for that year.
- (c) F3 Marina shall use its best efforts to cause all shorelines, breakwaters, restrooms, ramps, dumpster enclosures, piers, docks, pet comfort areas and all other areas of the Marina to be kept free from debris and other accumulations and shall cause any rubbish to be removed promptly therefrom. F3 Marina shall use its best efforts to keep the buildings located in the Marina heated or cooled to reasonable temperatures according to the season in accordance with the standards of first-class marinas of similar type, and shall use its best efforts to cause the heating and air conditioning equipment to be operated, maintained and kept in good repair.

- (d) F3 Marina shall use its best efforts and due care and diligence to provide all services to the users of the Marina at the most reasonable cost to the City, consistent with the City's standard for the Marina specified herein, and unless approved by the City, F3 Marina shall not in its capacity as operator of the Marina, perform or promise to perform services for users of the Marina other than the types of services generally provided by operators of similar marinas. The City and F3 Marina shall endeavor to develop guidelines for the management and operation of the Marina consistent with the City's standards which will be complied with by F3 Marina during the term of this Agreement. The City acknowledges that the frequent closures of streets providing access to the Marina have a negative impact on Marina operations. The City and F3 Marina will endeavor to develop guidelines to minimize the impact of street closures on the Marina.
- (e) F3 Marina shall use its best efforts to cause all such acts and things to be done in and about the Marina as shall be necessary or desirable to comply with any and all orders or codes affecting the Marina placed thereon by any federal, state or municipal authority having jurisdiction thereover or orders of any board of fire underwriters or other similar board or agency subject, however, to the same limitations with respect to the amount of expenditures involved with the making of repairs and alterations contained in paragraph 5(b) hereof, except that F3 Marina may cause such orders or codes to be complied with irrespective of the cost thereof in the event that such a failure immediately to comply with any such order or code would or might expose the City or F3 Marina to criminal liability, provided that F3 Marina shall use its best efforts to reach the City's Public Works Department by telephone for the City's approval before undertaking such prompt compliance. F3 Marina shall promptly notify the City and the City shall promptly notify F3 Marina, of any notice of violation, order, rule or determination of any federal, state or municipal authority having jurisdiction over the Marina or order of any board of fire underwriters or similar board of agency.

- (f) A purchase order shall be prepared by F3 Marina for all purchases of materials for the Marina and for all non-contractual services prior to acquisition thereof and a receipt shall be obtained for all such items. In the event that the purchase of materials or acquisition of services is immediately necessary for the preservation and safety of the Marina or for the safety of users or other persons or required to avoid the suspension of any necessary service to the Marina, a confirmation of purchase shall be prepared in lieu of a purchase order. F3 Marina shall review all purchase orders, purchase confirmations and invoices affecting the Marina and all such items shall be approved by a supervisory employee of F3 Marina.
  - (g) If it becomes advisable or necessary to make extraordinary repairs or alterations to the Marina, F3 Marina shall notify the City of the need and reason for the same, which notice shall contain F3 Marina's recommendation as to the bid that should be accepted or other method of performing such work. Upon the award of a contract approved by the City, F3 Marina shall coordinate and oversee the work and insure that the specifications of the contract are complied with including, but not limited to, the obtaining of any and all governmental approvals or permits that may be required in order to complete the proper performance of the work. Any construction, the estimated cost of which exceeds five thousand and 00/100 (\$5,000.00) dollars, shall be subject to the requirements of Section 62.15, Wis. Stats. All alterations shall be subject to approval by the City to ensure that the architectural integrity of the Marina is maintained, and shall become the property of the City.
6. (a) Maintenance and Operation of Boat Launch Ramps. In addition to the Marina, F3 Marina shall operate and maintain the City's public Boat Launch Ramps and related improvements, specifically, the Deland Park ramp adjacent to the Harbor Centre Marina, the South 8th Street ramp and the North 14th Street ramp.

Such responsibility shall include, but not be limited to, the following: issuance of boat launch permits, stocking of envelopes and collection of boat launch fees at rates as established by City; installation/removal of the docks in spring and fall, respectively, at the times as designated by City; maintaining appropriate staffing to ensure safe, orderly and efficient operation of the Boat Launch Ramps; performance of all maintenance to the Boat Launch Ramps (but excluding major repairs related to vandalism, to age related equipment and facility depreciation, extreme weather, fire and other acts of God, and excluding mowing of grass areas at the South 8th Street facility); and keeping the Boat Launch Ramps free of debris and other accumulations. In addition, to the extent authorized by the City's Chief of Police, F3 Marina's on-site manager(s) or designated personnel shall act as a parking monitor at the Boat Launch Ramps and issue notices of parking violations for violation of boat launch parking regulations.

The City, and not F3 Marina, shall be responsible for payment of third party vendors' invoices for boat launch ramp fee envelopes, crane rental expenses and other third party vendor services for the boat launch ramps.

- (b) Collection of Boat Launch Fees. Notwithstanding any other provisions of this Agreement, all boat launch fees received by F3 Marina for and on behalf of the City, less applicable bank credit card charges, shall be and remain the property of the City. F3 Marina shall provide to the City an accounting of the receipts on a monthly basis, and annually on December 1st pay over to the City all receipts collected through November 1st.

7. (a) Maintenance and Operation of Large Yacht Facilities.

In addition to the Marina and the Boat Launch Ramps, F3 Marina shall operate and manage the Large Yacht Facilities along the South Pier sea wall, as described in Exhibit "A," through the Marina office. Such responsibility and duties shall include, but not be limited to, the following: marketing of the Large Yacht Facilities, reservations, coordination and maintenance of appropriate staffing to ensure efficient operation of the Large Yacht Facilities, collection of fees, and reporting need for maintenance to the City in a timely manner.

Requests for occupancy of the Large Yacht Facilities for commercial enterprises, other than tourist-oriented enterprises, shall be referred to the City for approval.

Management, operation and administration of the reservations will be performed by F3 Marina and its employees.

(b) Collection of Large Yacht Facility Fees.

Large yacht tie-ups will be reserved by phone or marine radio with a credit/debit card, or with prepayment by check, cash or money order through the Harbor Centre Marina Office. All large yacht tie-up fees received by F3 Marina for and on behalf of the City, less applicable credit/debit card charges, shall be accounted for in the Marina operations.

8. Contracts.

- (a) F3 Marina, on behalf of the City, shall enter into contracts and agreements for ordinary and usual maintenance of the Marina, electricity, gas, telephone, cleaning, landscaping, rubbish removal, security protection or other services or such of them as F3 Marina shall deem advisable, and F3 Marina shall, on behalf of the City, purchase all supplies (except those which will be supplied by a contractor) which shall be necessary to properly maintain and operate the Marina. To the extent permitted by law, F3 Marina may make such purchases on behalf of the City on a tax-exempt basis.
- (b) Notwithstanding anything to the contrary contained in this paragraph, all contracts relating to the collection of revenues including, but not limited to, slip rental contracts, boat show commission agreements and contracts for any other revenue source, shall be in the name of the City and shall require the City's written consent in advance.
- (c) The City or the City's officers or designated agents shall have the right to inspect all contracts and agreements entered into by F3 Marina with respect to the operation of the Marina at reasonable times and F3 Marina shall provide the City copies of such contracts and agreements as the City may request.

9. Collection and Remission of Revenues.

- (a) F3 Marina will, on behalf of the City, collect all revenues or income of sale of any kind, whether derived directly or indirectly from any source over which F3 Marina has any direct or indirect responsibility under this Agreement including, but not limited to, such sources as slip rentals, transient rentals, large yacht facilities rentals, fuel sales, ship store sales, convenience store sales, deli/snack bar sales, vending sales, revenues from boat storage, boat services and boat repairs, sail and fishing charters, special event income, utility charges, interest income and any other revenue or income or sales or assessments from activities which are operated under the direction of F3 Marina relating to the Marina. Revenues collected by F3 Marina on behalf of the City shall not include revenue from boat sales, brokerage, indoor winter storage fees or service parts.
- (b) All monies received by F3 Marina for and on behalf of the City shall be accounted for in the Marina operations.
- (c) Within thirty (30) days after the end of each calendar year, F3 Marina will pay to the City the net operating income of the preceding calendar year.

10. Payment of Expenses. During the term of this Agreement, the City agrees to maintain a balance in the fund in an amount sufficient to pay the necessary expenditures pursuant to this Agreement and the Annual Operating Budget. In the event that at any time there be insufficient funds available in the fund to pay such expenses, the City agrees to immediately supply the funds required to make such payments. The City agrees to reimburse F3 Marina promptly for any disbursement which F3 Marina may elect to advance the City pursuant to the terms of this Agreement.

"Expenses of Operation" as used in this Agreement, shall include any cost of sales or direct costs and expenses or general expenses incurred in the operation of the Marina including, without limitations, personnel costs and benefits, insurance, advertising and marketing expenses, utility costs, taxes, fuel costs, costs of inventory and costs of operating the ship's store/deli and convenience store and the gas dock. Notwithstanding the above, the term "Expenses of Operation" shall not include the City's depreciation, nor any capital expenditures, nor shall it include expenses related to boat sales, brokerage, indoor winter storage or service parts. Expenses of Operation shall include the payment of the base management fee and payment of any incentive adjustment amounts to F3 Marina.

11. Reports to the City.

- (a) Commencing upon the execution of this agreement, F3 Marina shall prepare and submit to the City written reports for the Marina as follows:
  - (i) Beginning the first week in March and continuing until the first week in November of each year, F3 Marina will provide the City a written report each Monday that summarizes key information on revenue by category (slip fees, transient income, fuel sales, convenience store sales, etc.), significant expenses, and operational issues that occurred over the past week.
  - (ii) On or before the twentieth (20th) day of each calendar month, F3 Marina shall deliver or cause to be delivered to the City profit and loss statements and balance sheets showing the results of operation of the Marina for the preceding calendar month and the calendar year to date. For purposes of this report, revenues and expenses shall be set forth separately in a mutually agreed upon chart of accounts.

- (iii) Not later than June 15 of each calendar year, F3 Marina will deliver or cause to be delivered to the City a proposed annual operating budget for the subsequent calendar year of the anticipated income from all sources and expenses for non-capital repairs and maintenance, materials and supplies, disbursements and supporting information therefor, and a summary of anticipated capital expenditures and/or repairs for the subsequent two (2) calendar years. The proposed annual operating budget and all capital expenditures shall be subject to the City's approval, and once approved shall be the "Annual Operating Budget" for said calendar year.
  - (iv) Within thirty (30) days after the end of each calendar year, F3 Marina will deliver or cause to be delivered to the City a balance sheet and related statement of profit and loss (including all supporting cost center schedules of revenues and expenses), showing the assets employed in the operation of the Marina and the liabilities incurred in connection therewith, as at the calendar year-end, and the results of the operation of the Marina during the preceding calendar year. Such report shall also include an Annual Statement of F3 Marina's Fee Calculation setting forth in reasonable detail the calculation of F3 Marina's compensation as provided in paragraph 14. This report may, at the City's option, be audited by independent public accountants. Any such independent audit shall be considered an expense of the Marina.
  - (v) In addition, at the option of the City, such independent accountants approved by the City may be retained at the City's expense to prepare monthly and semi-annual statements.
  - (vi) At any reasonable time, upon the request of the City, F3 Marina shall provide copies of any and all material or reports maintained by F3 Marina for the Marina in the ordinary course of F3 Marina's business.
- (b) F3 Marina shall cooperate with the City or the City's independent public accountants in connection with the preparation and filing of federal, state and other tax returns required by any governmental authority.

- (c) F3 Marina shall cooperate with the independent public accountants of the City in connection with the preparation of an annual audit of the books of account of the City at its discretion, including an annual report each year of the operations of the City for the year then ended.
- (d) The City or the City's officers or designated agents shall have the right at any reasonable time or interval to examine F3 Marina's books for the Marina or any portion thereof.
- (e) F3 Marina shall prepare, keep and maintain at all times for a period of not less than five (5) years complete and accurate books of account and records during each calendar year and such other records as would normally be required to be kept and examined by an independent public accountant in accordance with generally accepted auditing practices in performing an audit. Upon five (5) days' written notice to F3 Marina at any time during the term or within one (1) year of the expiration or sooner termination thereof, the City shall have the right to cause a complete audit to be made by an independent public accountant designated by the City of all business affairs conducted at, upon and from the Marina and of all books and records pertaining thereto, and F3 Marina will make all such books and records available, or cause the same to be made available for such examination at the Marina or such other location agreed to by the City.

12. Insurance.

- (a) F3 Marina agrees to maintain at its expense and provide City with certificates of insurance that provide the following coverage:
  - (1) Unemployment compensation and worker's compensation covering the statutory liability of F3 Marina in the operation of the Marina, Boat Launch Ramps and Large Yacht Facilities.
  - (2) General liability insurance coverage, including personal injury and contractual liability with limits of not less than one million and 00/100 (\$1,000,000.00) dollars for each occurrence and three million and 00/100 (\$3,000,000.00) dollars in the aggregate, and agrees to name the City as an additional insured.
- (b) F3 Marina shall also provide an umbrella liability policy, with provisions acceptable to City, insuring all property in the care, custody and control of F3 Marina under the terms of this Agreement, including materials, equipment, structures and improvements, insuring such property against losses by virtue of the negligent acts of F3 Marina or its agents or employees, with limits of at least three million and 00/100 (\$3,000,000.00) dollars. Said policy shall name the City as an additional insured and shall be primary to any other additional insurance coverage as may be required by the City during the term of this Agreement and agrees to name the City as an additional insured.
- (c) F3 Marina shall ensure that all employees with access to receipts are bonded in an amount mutually agreed between the parties hereto, or that F3 Marina maintain sufficient dishonest employee insurance coverage.
- (d) In the event F3 Marina employs other contractors (subcontractors) as part of the work covered by this Agreement, it shall be F3 Marina's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified in this Agreement, and carries worker's compensation coverage.

13. Swimming Pool Facilities. The swimming pool facilities will be available to all slip renters and included in the slip rental fee. In addition, use of the swimming pool facilities shall be open to all who choose to purchase a membership, boater and non-boater alike. Memberships will also be available to transient boaters on a daily fee basis.

14. Compensation.

(a) Management Fees.

(i) Except as provided in subparagraph (b) below, for the term of this Agreement, and any renewals thereof, F3 Marina shall be paid out of the cash flow of the Marina as the "Base Management Fee" an annual sum as follows:

- \$80,000 in 2019
- \$84,000 in 2020
- \$88,200 in 2021
- \$92,610 in 2022
- \$97,240 in 2023

The Base Management Fee shall be payable in twelve (12) equal monthly installments on the first day of each month of the calendar year.

(b) Incentive Fee. Throughout the term of this Agreement, F3 Marina may be paid an incentive fee in addition to the Base Management Fee. The incentive fee shall be calculated to be a portion of the increase, should there be any, in net operating revenue over the previous year. The City shall pay forty percent (40%) of the increase in net operating revenue to F3 Marina; except that if the annual net operating revenue increase is greater than 20% in a given year, the city shall calculate the incentive fee such that F3 Marina receives forty-five percent (45%) of the portion of net operating revenue representing an increase between 21 and 50% over the previous year, and fifty percent (50%) of the portion of net operating revenue representing an increase in excess of 50% over the previous year. For the purposes of calculating the incentive fee, the increase in net operating revenue shall not include capital costs or repairs to docks from ice damage, and shall exclude any revenue from approved rate increases over the term of the Agreement.

- (c) Disincentive Fee. A disincentive fee shall be applied if F3 Marina fails to meet the budgeted net operating income (NOI) by 20% or more in that year: the current year's Base Management Fee is frozen for the next year.

15. Tradename; Signage.

- (a) The trademarks and service mark of both the City and F3 Marina may be used in connection with the operation of the Marina. It is expressly agreed that neither party will, by virtue of operations under this Agreement, acquire any right to any trademark or service mark of the other party.
- (b) F3 Marina agrees that the City shall have the right to remove any signs, lettering, displays, advertising or pictures in or on or about the Marina in the event the City determines that any of the foregoing is not in accordance with a first class marina.

16. Restrictive Covenants.

F3 Marina agrees that it will not, directly or indirectly, or by an Affiliate, own, operate, manage, or otherwise have an interest in any other marina operation, provide slip rentals outside of the Marina, or provide outdoor boat storage at any site other than the Marina on-site boat storage area or the City's designated off-site outdoor storage area, unless these boat storage areas are full to capacity, at any location within thirty (30) miles of the Marina, without the written consent of the City, which consent may be withheld unreasonably. The location of brokerage, boat sales and indoor boat storage shall not be restricted hereby.

The restrictive covenants contained herein shall continue only during the term of this Agreement and any extensions thereof.

17. Representations and Warranties; Indemnification.

- (a) The City and F3 Marina each represent and warrant to the other that it has the power and authority to enter into this Agreement and to fully perform its respective obligation hereunder.

- (b) F3 Marina shall indemnify and save harmless City from and against any and all losses, costs (including attorney's fees), damages, expenses and liability (including statutory liability and liability under worker's compensation and unemployment compensation laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by F3 Marina, its agents, employees, customers, invitees, contractors, subcontractors and all other persons which may arise from and in any manner grow out of any act or neglect on or about the Marina premises, Boat Launch Ramps or Large Yacht Facilities, by F3 Marina, or its agents, employees, customers, invitees, contractors, subcontractors or any other persons.
  - (c) City shall indemnify and save harmless F3 Marina from and against any and all losses, costs (including attorney's fees), damages, expenses and liability (including statutory liability and liability under worker's compensation and unemployment compensation laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by City, its agents, employees, customers, invitees, contractors, subcontractors and all other persons which may arise from and in any manner grow out of any act or neglect on or about the Marina premises, Boat Launch Ramps or Large Yacht Facilities, by City, or its agents, employees, customers, invitees, contractors, subcontractors or any other persons.
  - (d) The parties shall notify each other of the existence of claims relating to the Marina or Boat Launch Ramps and shall cooperate with each other in defense of third-party claims.
18. Right to Audit. F3 Marina shall maintain books and records in sufficient detail to meet generally acceptable accounting practices. Said books and records shall be accessible to the City at reasonable times, on three (3) days' notice to F3 Marina. F3 Marina grants to the City the right and authority to audit all records, documents and books pertaining to this Agreement.

19. Inventory. Prior to the beginning of the contract period, a representative of both the City and F3 Marina will jointly perform a physical inventory count and observation of all fixtures, furnishings, furniture and equipment, in or upon the managed premises and said inventory will be attached hereto and made a part hereof within fourteen (14) days of the execution of the Agreement. F3 Marina agrees that fixtures, furnishings and equipment are in the condition as stated in the inventory; that F3 Marina personally inspected and assisted in the taking of said inventory; that F3 Marina will maintain the fixtures, furnishings, furniture, and equipment, if any, during the term of this Agreement, and that said property shall be deemed in its sole custody and care.

At least once annually during the contract period, if determined necessary by the City, the City will provide F3 Marina with an amended listing of fixed assets to verify those assets currently in place taking into account deletions and additions. The City will provide F3 Marina with fixed asset identification tags to be affixed to such assets.

At the termination of this Agreement, a representative of the City and F3 Marina will jointly perform a physical inventory count and observation of all fixtures, furniture, furnishings, and equipment.

In the event any of the aforementioned items are lost, stolen, or damaged, through the negligence of F3 Marina, they shall be replaced or repaired at the cost and expense of F3 Marina.

20. Termination of Agreement by City.

- (a) If one or more of the following events shall occur, the City may terminate this Agreement by notice to F3 Marina.

- (i) If F3 Marina shall be in material default in the performance of any material term, covenant or condition which this Agreement requires it to perform, and shall fail to cure such material default within thirty (30) days of written notice from the City specifying such default (unless such default cannot reasonably be cured within such thirty (30) day period and during such thirty (30) day period F3 Marina commences to cure such default and proceeds with diligence to complete such cure); provided that F3 Marina shall not be deemed to be in default pursuant to this Agreement if its failure to satisfy the requirements hereof is caused by the City's failure to provide funds to the Marina or otherwise perform its obligations hereunder; or
  - (ii) If F3 Marina shall make any assignment of its property for the benefit of creditors; or
  - (iii) If F3 Marina's interest under this Agreement shall be taken on execution of a judgment; or
  - (iv) If F3 Marina files a petition for adjudication as a bankrupt, for reorganization or for an arrangement under any bankruptcy or insolvency law, or if any involuntary petition under such law is filed against F3 Marina and not dismissed within ninety (90) days thereafter;
  - (v) If F3 Marina has made any representation to induce the City to enter into this Agreement that is false in any material respect when made; or
  - (vi) If F3 Marina fails to meet the yearly budgeted Net Operating Income two (2) consecutive years.
- (b) Upon the occurrence of one or more events under (a) above, the City may exercise any or all of the following remedies in addition to termination of the Agreement:
- (i) The City may, immediately, or at anytime thereafter, and without further notice or demand, enter on the Marina premises and expel F3 Marina and remove F3 Marina's effects (forcibly if necessary); and/or
  - (ii) The City may require that F3 Marina immediately deliver to the City all slip leases, boat storage rental agreements and similar agreements.

- (c) The rights of termination granted to the City in this paragraph shall be in addition to any other right or remedy that may otherwise be available to the City including, but not limited to, recovery of amounts due and owing to the City, any and all damages, and any equitable relief resulting from the above event or events.

21. Termination of Agreement by F3 Marina.

- (a) F3 Marina may terminate this Agreement by giving notice to the City if the City shall be in material default in the performance of any material term, covenant or condition which this Agreement requires it to perform and shall fail to cure such material default within thirty (30) days of notice from F3 Marina specifying such default (unless such default cannot reasonably be cured within such thirty (30) day period and during such thirty (30) day period the City commences to cure such default and proceeds with diligence to complete such cure), provided that the City shall not be deemed to be in default pursuant to this Agreement if its failure to satisfy the requirements hereof is caused by F3 Marina's failure to perform its obligations hereunder.
- (b) The rights of termination granted to F3 Marina in this paragraph shall be in addition to any other right or remedy that may otherwise be available to F3 Marina including, but not limited to, recovery of amounts due and owing to F3 Marina, any and all damages, and any equitable relief resulting from City's default.

22. F3 Marina's Rights Upon Termination.

- (a) Upon termination of this Agreement, F3 Marina shall be entitled to:
  - (i) reimbursement of all expenses incurred with respect to the Marina, provided such expenses are within the parameters of the approved annual budget;

- (ii) payment of all of its compensation to which it would be entitled under paragraph 14 to the date of termination, unless unilaterally terminated by F3 Marina without cause, or unless terminated by the City under paragraph 20(a);
  - (iii) payment of any other sums due F3 Marina hereunder, unless unilaterally terminated by F3 Marina without cause, or unless terminated by the City under paragraph 20(a). Upon the termination of this Agreement, F3 Marina shall render a final accounting within forty-five (45) days after the end of the month of termination.
- (b) The obligations contained in this paragraph shall survive expiration or other termination of this Agreement. Upon termination of this Agreement, F3 Marina shall have the right to assign, and the City shall have the obligation to assume, all contracts entered into on behalf of the City, provided said contracts are within the parameters of the approved annual budget.
23. Subordination. This Agreement and F3 Marina's authority and rights hereunder are subject to the lien upon, and security interest in, the Marina and revenues generated by the Marina held by any financial institution to which the City has granted a security interest in the Marina.
24. Notices. Any notice required or permitted hereunder shall be in writing and shall be valid and sufficient if delivered personally or dispatched in any post office of the United States by registered or certified mail, postage prepaid, addressed to the other party as follows:

If to the City:

City Clerk  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

If to F3 Marina:

F3 Marina Management Company  
252 East Highland Avenue  
Milwaukee, WI 53202  
Attn: John Matheson

and any party may change such address by notice given to the other party in the manner set forth above.

25. Assignment. F3 Marina shall not assign this Agreement without the prior consent of the City, which consent may be arbitrarily withheld in its sole discretion. Any such assignment without the City's prior written consent shall be void. The City shall have the right to assign this Agreement at anytime without the consent of F3 Marina. In the event the City's assignee is unable to perform the terms of this Agreement, the City shall be responsible for performance of the City's obligations hereunder.

26. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin.
- (b) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (c) Headings. Titles and headings of the paragraphs and subparagraphs of this Agreement are for the convenience of reference only and do not form a part of this Agreement and shall not in any way affect the interpretation hereof.
- (d) Amendment. No explanation or information by either of the parties hereto shall alter or affect the meaning or interpretation of this Agreement and no modification or amendment to this Agreement shall be valid unless in writing and executed by both parties hereto.
- (e) Successors and Assigns. Except for the restrictions on assignability contained in paragraph 25 hereof, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
- (f) Waiver. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or different nature.

- (g) Severability. If any term or provision of this Agreement or the performance thereof shall to any extent be invalid or unenforceable, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of this Agreement, and this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (h) Relationship of the Parties. The relationship of the City and F3 Marina shall be solely as owner and manager with F3 Marina acting as an independent contractor and in no event and for no purpose shall the City and F3 Marina be deemed partners or joint venturers.
- (i) Affiliates. As used in this Agreement, the term "Affiliate" or "Affiliates" shall mean a corporation, partnership, venture, trust, association, or other business organization that is not a natural person and is under common ownership or control with F3 Marina; a parent or subsidiary of F3 Marina; or an officer, director or shareholder of F3 Marina. For this purpose, the term "control" shall include the ownership or holding of ten percent (10%) or more of the stock, assets or equity of or interest in any organization other than a natural person.
- (j) Entire Agreement. This Agreement contains all of the agreements and covenants made between the parties hereto.

IN WITNESS WHEREOF, the City of Sheboygan has caused this Agreement to be executed by Michael J. Vandersteen, Mayor, and Meredith De Bruin, City Clerk, this \_\_\_\_ day of December, 2018.

CITY OF SHEBOYGAN

BY:

\_\_\_\_\_  
Michael J. Vandersteen  
Mayor

ATTEST:

\_\_\_\_\_  
Meredith De Bruin  
City Clerk

STATE OF WISCONSIN    )  
                              ) SS.  
SHEBOYGAN COUNTY     )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2018, Michael J. Vandersteen, Mayor, and Meredith De Bruin, City Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-State of Wisconsin  
My commission expires \_\_\_\_\_

IN WITNESS WHEREOF, F3 Marina Management Company has caused this Agreement to be executed by \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, this 19th day of December, 2018.

F3 MARINA MANAGEMENT  
COMPANY

BY: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF WISCONSIN )  
 ) SS.  
\_\_\_\_\_ COUNTY )

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_ and \_\_\_\_\_, of F3 Marina Management Company, to me known to be the persons who executed the foregoing instrument, and to me known to be such \_\_\_\_\_ and \_\_\_\_\_ of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-State of Wisconsin  
My commission expires \_\_\_\_\_

P:/.../Kathy/Agreements/F3 Marina-9-7-18

VIII

R. C. No. 138 - 18 - 19. By PUBLIC WORKS COMMITTEE. September 17, 2018.

Your Committee to whom was referred Res. No. 93-18-19 by Alderperson Wolf extending the special charge for residential garbage and refuse disposal services provided by the City; recommends approving the Resolution.

ref

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

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

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

III

4.7

Res. No. 93 - 18 - 19. By Alderperson Wolf. September 4, 2018.

A RESOLUTION extending the special charge for residential garbage and refuse disposal services provided by the City.

WHEREAS: by way of Res. No. 128-11-12 adopted February 6, 2012, the Common Council ratified its action during 2012 budget process establishing a special charge for residential garbage and refuse disposal services of \$7.16 per month for 2012 and established the special charge at \$5.00 per month per household for 2013 and 2014, with said special charge to expire effective January 1, 2015; and

WHEREAS: by way of Res. No. 67-14-15 adopted October 6, 2014, the Common Council extended the special charge for residential garbage and refuse disposal services at \$5.00 per month per household with a provision to review the garbage fee every two years starting as of December 31, 2016.


WHEREAS: by way of Res. 76-16-17 adopted August 15, 2016 the Common Council extended the special charge for residential garbage and refuse disposal services to December 31, 2018 at which time will need Common Council authorization to be continued.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby extends the special charge for residential garbage and refuse disposal services established in the amount of \$5.00 per month per household.

BE IT FURTHER RESOLVED: That the special garbage and refuse disposal charges extended in accordance with this resolution shall be a debt due to the City and if not paid within the time determined by the City, the charge shall be delinquent and become a lien upon the property. A late payment charge of three (3%) percent but not less than \$0.05 will be added to bills not paid within 20 days of issuance. This one-time three (3%) percent late payment charge will be applied only to any unpaid balance for the current billing period's charge. The household may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued.

Public  
Works

Thereafter, if payment is not received prior to November 15, the delinquent bill will be placed on the succeeding tax roll, for collection and settlement under Chapter 74, Wis. Stats. Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating charges imposed hereunder.



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

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

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

VII

R. C. No. 139 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.  
September 17, 2018.

Your Committee to whom was referred 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 passing the Resolution with the following amendment:

**SPECIAL REVENUE FUNDS**

Cable TV Fund

Increase Capital Outlay - Communication Equipment \$80,000.

Con

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

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III

Res. No. 94 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
September 4, 2018.

A RESOLUTION establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council Committees have duly considered and discussed a budget for 2019 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 15, 2018 as required, and

WHEREAS, The 2019 budget requires a tax levy to partially finance the appropriations.

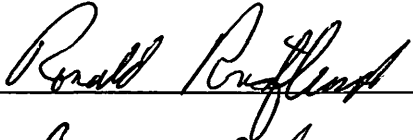
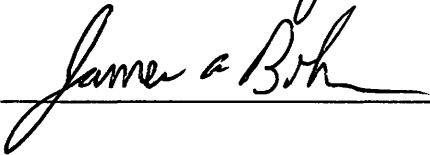
NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2019 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Mead Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service Funds - G O Debt Service, Convention Center Debt Service, TID 6, TID 10, TID 11, TID 12, TID 13, TID 14, TID 15, TID 16, TID 18, Environmental TID; Capital Project Funds - Capital Projects, Capital Improvement, Industrial Park, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds - Water Utility, Wastewater Utility, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in program category detail in the budget document.

Refer to  
Finance + Personnel  
AHPB  
Public Works  
approve with  
caveats

BE IT FURTHER RESOLVED: that the Personnel Schedule as presented in the 2019 budget be approved, and

BE IT FURTHER RESOLVED: that the property tax levy required to finance the 2019 Budget is \$23,770,487.

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

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

## 2019 BUDGET SUMMARY

### GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2019 Executive
<b>Revenue</b>							
Taxes	\$16,639,228	\$3,991,321	\$7,358,181	\$1,690,775	\$0	\$511,547	\$30,191,052
Licenses and Permits	921,240	610,000	0	0	0	34,200	1,565,440
Intergovernmental Revenue	14,397,303	0	19,825	8,359,913	0	2,926,478	25,703,519
Intergovernmental Charges for Services	258,000	1,836,171	0	0	0	10,758,426	12,852,597
Charges for Services	1,679,822	2,034,740	0	0	9,400	18,318,476	22,042,438
Fines and Forfeitures	271,000	750,000	0	0	0	0	1,021,000
Miscellaneous Revenue	342,425	668,569	540,465	11,247,026	24,000	1,499,822	14,322,307
Interfund Transfers	2,717,605	225,000	1,117,132	150,000	0	1,107,499	5,317,236
<b>Total Revenue</b>	<b>\$37,226,623</b>	<b>\$10,115,801</b>	<b>\$9,035,603</b>	<b>\$21,447,714</b>	<b>\$33,400</b>	<b>\$35,156,448</b>	<b>\$113,015,589</b>
<b>Expenditures</b>							
General Government	\$3,911,025	\$903,447	\$1,500	\$3,280,000	\$0	\$9,750,499	\$17,846,471
Public Safety	21,782,447	1,237,643	0	691,025	0	0	23,711,115
Public Works	9,017,575	59,000	0	12,363,429	0	20,113,782	41,553,786
Health and Human Services	201,337	0	0	0	750	0	202,087
Culture and Recreation	2,673,178	5,778,852	0	229,770	0	0	8,681,800
Conservation and Development	347,928	1,352,824	197,069	6,867,917	0	0	8,765,738
Transfers and other expenses	194,082	875,000	15,650,511	2,654,817	1,250	7,601,270	26,976,930
<b>Total Expenditures</b>	<b>\$38,127,572</b>	<b>\$10,206,766</b>	<b>\$15,849,080</b>	<b>\$26,086,958</b>	<b>\$2,000</b>	<b>\$37,465,551</b>	<b>\$127,737,927</b>
<b>Excess of revenues over (under) expenditures</b>	<b>-\$900,949</b>	<b>-\$90,965</b>	<b>-\$6,813,477</b>	<b>-\$4,639,244</b>	<b>\$31,400</b>	<b>-\$2,309,103</b>	<b>-\$14,722,338</b>
<b>Fund Balance, January 1</b>	<b>\$19,078,761</b>	<b>\$1,348,773</b>	<b>\$17,375,830</b>	<b>\$7,789,986</b>	<b>\$2,051,126</b>	<b>\$0</b>	<b>\$47,644,476</b>
<b>Fund Balance, December 31</b>	<b>\$18,177,812</b>	<b>\$1,257,808</b>	<b>\$10,562,353</b>	<b>\$3,150,742</b>	<b>\$2,082,526</b>	<b>\$0</b>	<b>\$35,231,241</b>
<b>Net Position, January 1</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$83,038,389</b>	<b>\$83,038,389</b>
<b>Net Position, December 31</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$80,729,286</b>	<b>\$80,729,286</b>
<b>Net Property Tax Required</b>	<b>\$16,435,705</b>	<b>\$2,509,321</b>	<b>\$3,421,889</b>	<b>\$892,025</b>	<b>\$0</b>	<b>\$511,547</b>	<b>\$23,770,487</b>

**GENERAL FUND  
BUDGET SUMMARY**

	2016 <u>Actual</u>	2017 <u>Actual</u>	2018 <u>Amended</u>	2018 <u>Estimated</u>	2019 <u>Requested</u>	2019 <u>Executive</u>
<b>Revenue</b>						
Taxes	15,164,406	15,617,079	16,444,228	16,444,228	16,639,228	16,639,228
Licenses and Permits	1,202,490	1,070,035	879,850	918,400	921,240	921,240
Intergovernmental Revenue	14,207,490	14,258,857	14,235,784	14,480,769	14,397,303	14,397,303
Intergovernmental Charges for Services	192,078	212,174	227,000	248,000	258,000	258,000
Charges for Services	1,756,903	1,721,972	1,621,196	1,690,856	1,679,822	1,679,822
Fines and Forfeitures	309,263	354,853	269,000	265,940	271,000	271,000
Miscellaneous Revenue	357,686	440,350	393,615	354,065	342,425	342,425
Interfund Transfers	2,844,044	2,811,255	2,895,454	2,957,970	2,717,605	2,717,605
<b>Total Revenue</b>	<b>36,034,360</b>	<b>36,486,575</b>	<b>36,966,127</b>	<b>37,360,228</b>	<b>37,226,623</b>	<b>37,226,623</b>
<b>Expense</b>						
General Government	3,637,688	3,200,016	3,797,119	3,699,182	3,906,241	3,911,025
Public Safety	21,880,886	20,153,959	20,792,897	21,172,884	22,152,354	21,782,447
Public Works	7,939,509	8,270,133	8,600,207	8,627,292	9,017,575	9,017,575
Health and Human Services	233,451	221,626	192,440	193,600	201,337	201,337
Culture and Recreation	2,521,877	2,502,128	2,566,224	2,599,447	2,673,178	2,673,178
Conservation and Development	257,317	646,478	333,009	330,209	347,928	347,928
Transfers and other expenses	598,121	118,426	1,367,278	5,559,758	194,082	194,082
<b>Total Expenditures</b>	<b>37,068,849</b>	<b>35,112,766</b>	<b>37,649,174</b>	<b>42,182,372</b>	<b>38,492,695</b>	<b>38,127,572</b>
Excess of revenue over (under) expenditures	-1,034,489	1,373,809	-683,047	-4,822,144	-1,266,072	-900,949
Fund Balance, Beginning Year	23,561,585	22,527,096	23,900,905	23,900,905	19,078,761	19,078,761
Fund Balance, Ending Year*	22,527,096	23,900,905	23,217,858	19,078,761	17,812,689	18,177,812
<b>*Ending Fund Balance consists of:</b>						
Uncommitted	20,678,882	21,104,856	21,241,406	16,774,495	15,766,556	16,131,679
Committed	1,848,214	2,796,049	1,976,452	2,304,266	2,046,133	2,046,133
	<b>22,527,096</b>	<b>23,900,905</b>	<b>23,217,858</b>	<b>19,078,761</b>	<b>17,812,689</b>	<b>18,177,812</b>

**SPECIAL REVENUE FUNDS  
BUDGET SUMMARY**

	2016	2017	2018	2018	2019	2019
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	3,851,767	4,010,842	3,927,829	3,928,051	3,991,321	3,991,321
Licenses and Permits	598,520	642,712	625,000	610,000	610,000	610,000
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	859,923	1,157,416	1,305,075	1,704,556	1,836,171	1,836,171
Charges for Services	1,907,070	2,202,458	1,923,750	1,959,559	2,034,740	2,034,740
Fines and Forfeitures	732,004	705,477	902,000	750,000	750,000	750,000
Miscellaneous Revenue	1,322,890	1,145,138	867,469	768,944	668,569	668,569
Interfund Transfers	92,636	750,844	0	225,000	225,000	225,000
<b>Total Revenue</b>	<b>9,364,810</b>	<b>10,614,887</b>	<b>9,551,123</b>	<b>9,946,110</b>	<b>10,115,801</b>	<b>10,115,801</b>
<b>Expenditures</b>						
General Government	1,101,831	1,410,411	1,212,179	1,057,979	903,447	903,447
Public Safety	1,146,979	1,257,486	1,084,974	1,256,623	1,237,643	1,237,643
Public Works	8	15,878	8,804	18,812	59,000	59,000
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	5,169,208	5,306,060	5,435,635	5,501,954	5,778,852	5,778,852
Conservation and Development	1,965,969	1,451,011	1,123,542	1,731,435	1,352,824	1,352,824
Transfers and other expenses	875,683	1,519,222	867,930	875,000	875,000	875,000
<b>Total Expenditures</b>	<b>10,259,678</b>	<b>10,960,068</b>	<b>9,733,064</b>	<b>10,441,803</b>	<b>10,206,766</b>	<b>10,206,766</b>
<b>Excess of revenues over (under) expenditures</b>	<b>-894,868</b>	<b>-345,181</b>	<b>-181,941</b>	<b>-495,693</b>	<b>-90,965</b>	<b>-90,965</b>
<b>Fund Balance, Beginning Year</b>	<b>3,084,515</b>	<b>2,189,647</b>	<b>1,844,466</b>	<b>1,844,466</b>	<b>1,348,773</b>	<b>1,348,773</b>
<b>Fund Balance, Ending Year</b>	<b>2,189,647</b>	<b>1,844,466</b>	<b>1,662,525</b>	<b>1,348,773</b>	<b>1,257,808</b>	<b>1,257,808</b>

**DEBT SERVICE FUNDS  
BUDGET SUMMARY**

	2016	2017	2018	2018	2019	2019
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	6,216,284	6,167,633	6,775,665	6,665,058	7,358,181	7,358,181
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenues	25,017	20,995	21,556	21,556	19,825	19,825
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,680,552	694,580	561,029	9,456,867	540,465	540,465
Interfund Transfers	2,344,678	1,596,780	1,313,054	1,303,054	1,117,132	1,117,132
Total Revenue	16,266,531	8,479,988	8,671,304	17,446,535	9,035,603	9,035,603
<b>Expenditures</b>						
General Government	420,938	53,090	1,350	4,200	1,500	1,500
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	904,745	1,111,733	298,939	322,003	197,069	197,069
Transfers and other expenses	15,542,344	8,501,664	8,105,001	8,372,480	15,650,511	15,650,511
Total Expenditures	16,868,027	9,666,487	8,405,290	8,698,683	15,849,080	15,849,080
Excess of revenues over (under) expenditures	-601,496	-1,186,499	266,014	8,747,852	-6,813,477	-6,813,477
Fund Balance, Beginning Year	10,415,973	9,814,477	8,627,978	8,627,978	17,375,830	17,375,830
Fund Balance, Ending Year	9,814,477	8,627,978	8,893,992	17,375,830	10,562,353	10,562,353

**CAPITAL IMPROVEMENT FUNDS  
BUDGET SUMMARY**

	2016	2017	2018	2018	2019	2019
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	1,746,546	1,681,879	1,728,257	1,728,257	1,690,775	1,690,775
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	400,461	1,640,314	1,674,641	547,000	8,359,913	8,359,913
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,673,086	6,399,047	17,923,763	25,553,500	11,247,026	11,247,026
Interfund Transfers	<u>1,119,000</u>	<u>3,132,962</u>	<u>3,608,692</u>	<u>8,718,692</u>	<u>150,000</u>	<u>150,000</u>
Total Revenue	10,939,093	12,854,202	24,935,353	36,547,449	21,447,714	21,447,714
<b>Expenditures</b>						
General Government	0	65,373	7,625,021	7,550,000	3,280,000	3,280,000
Public Safety	195,470	676,349	2,723,182	2,379,350	691,025	691,025
Public Works	2,892,844	5,700,150	9,797,282	4,181,048	12,363,429	12,363,429
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	724,466	281,040	276,896	232,388	229,770	229,770
Conservation and Development	2,983,218	5,683,144	6,521,029	17,736,424	6,867,917	6,867,917
Transfers and other expenses	<u>1,111,492</u>	<u>956,087</u>	<u>2,852,887</u>	<u>2,919,882</u>	<u>2,654,817</u>	<u>2,654,817</u>
Total Expenditures	7,907,490	13,362,143	29,796,297	34,999,092	26,086,958	26,086,958
Excess of revenues over (under) expenditures	3,031,603	-507,941	-4,860,944	1,548,357	-4,639,244	-4,639,244
Fund Balance, Beginning Year	3,717,967	6,749,570	6,241,629	6,241,629	7,789,986	7,789,986
Fund Balance, Ending Year	<u>6,749,570</u>	<u>6,241,629</u>	<u>1,380,685</u>	<u>7,789,986</u>	<u>3,150,742</u>	<u>3,150,742</u>

**PROPRIETARY FUNDS  
BUDGET SUMMARY**

	2016 <u>Actual</u>	2017 <u>Actual</u>	2018 <u>Amended</u>	2018 <u>Estimated</u>	2019 <u>Requested</u>	2019 <u>Executive</u>
<b>Revenue</b>						
Taxes	511,547	511,547	511,547	511,547	511,547	511,547
Licenses and Permits	17,000	31,800	32,000	34,200	34,200	34,200
Intergovernmental	2,627,871	2,800,772	2,737,272	2,762,270	2,926,478	2,926,478
Intergovernmental Charges for Services	9,577,403	9,571,693	10,127,783	9,848,752	10,758,426	10,758,426
Charges for Services	16,339,600	16,660,227	17,371,940	18,305,297	18,318,476	18,318,476
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	1,478,258	1,150,119	1,006,291	1,075,935	1,499,822	1,499,822
Interfund Transfers	1,008,694	959,015	947,790	956,291	1,107,499	1,107,499
<b>Total Revenue</b>	<b>31,560,373</b>	<b>31,685,173</b>	<b>32,734,623</b>	<b>33,494,292</b>	<b>35,156,448</b>	<b>35,156,448</b>
<b>Expenditures</b>						
General Government	8,333,770	8,765,077	9,543,244	9,262,848	9,944,667	9,750,499
Public Safety	0	0	0	0	0	0
Public Works	13,793,911	16,311,951	19,622,824	19,133,275	20,113,782	20,113,782
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	7,372,875	7,403,265	7,017,528	7,271,864	7,601,270	7,601,270
<b>Total Expenditures</b>	<b>29,500,556</b>	<b>32,480,293</b>	<b>36,183,596</b>	<b>35,667,987</b>	<b>37,659,719</b>	<b>37,465,551</b>
<b>Excess of revenues over (under) expenditures</b>	<b>2,059,817</b>	<b>(795,120)</b>	<b>(3,448,973)</b>	<b>(2,173,695)</b>	<b>(2,503,271)</b>	<b>(2,309,103)</b>
<b>Fund Balance, Beginning Year</b>	<b>83,947,387</b>	<b>86,007,204</b>	<b>85,212,084</b>	<b>85,212,084</b>	<b>83,038,389</b>	<b>83,038,389</b>
<b>Fund Balance, Ending Year</b>	<b>86,007,204</b>	<b>85,212,084</b>	<b>81,763,111</b>	<b>83,038,389</b>	<b>80,535,118</b>	<b>80,729,286</b>

**FIDUCIARY FUNDS  
BUDGET SUMMARY**

	2016	2017	2018	2018	2019	2019
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	0	0	0	0	0	0
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	16,810	11,611	9,400	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	91,571	165,530	7,864	16,750	24,000	24,000
Interfund Transfers	0	0	0	0	0	0
<b>Total Revenue</b>	<b>108,381</b>	<b>177,141</b>	<b>17,264</b>	<b>26,150</b>	<b>33,400</b>	<b>33,400</b>
<b>Expenditures</b>						
General Government	0	0	0	0	0	0
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	450	12,138	750	750	750	750
Culture and Recreation	0	312,409	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	3,154	1,250	1,250	1,250	1,250	1,250
<b>Total Expenditures</b>	<b>3,604</b>	<b>325,797</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>
<b>Excess of revenues over (under) expenditures</b>	<b>104,777</b>	<b>(148,656)</b>	<b>15,264</b>	<b>24,150</b>	<b>31,400</b>	<b>31,400</b>
<b>Fund Balance, Beginning Year</b>	<b>2,070,855</b>	<b>2,175,632</b>	<b>2,026,976</b>	<b>2,026,976</b>	<b>2,051,126</b>	<b>2,051,126</b>
<b>Fund Balance, Ending Year</b>	<b>2,175,632</b>	<b>2,026,976</b>	<b>2,042,240</b>	<b>2,051,126</b>	<b>2,082,526</b>	<b>2,082,526</b>

  
R. C. No. 140 - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY  
COMMITTEE. September 17, 2018.

Your Committee to whom was referred a copy of Res. No. 94-18-19 by  
Alderspersons Rindfleisch and Bohren establishing the 2019 Budget  
appropriations and the 2018 Tax Levy for use during the calendar year;  
recommends approving the Resolution.

Cow

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

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

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

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

III 4.8  
Res. No. 94 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
September 4, 2018.

A RESOLUTION establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council Committees have duly considered and discussed a budget for 2019 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 15, 2018 as required, and

WHEREAS, The 2019 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2019 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Mead Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service Funds - G O Debt Service, Convention Center Debt Service, TID 6, TID 10, TID 11, TID 12, TID 13, TID 14, TID 15, TID 16, TID 18, Environmental TID; Capital Project Funds - Capital Projects, Capital Improvement, Industrial Park, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds - Water Utility, Wastewater Utility, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in program category detail in the budget document.

Refer to  
Finance & Personnel  
AHPB  
Public Works

BE IT FURTHER RESOLVED: that the Personnel Schedule as presented in the 2019 budget be approved, and

BE IT FURTHER RESOLVED: that the property tax levy required to finance the 2019 Budget is \$23,770,487.

Ronald Ruffalo  
James A. Boh

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

## 2019 BUDGET SUMMARY

### GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2019 Executive
<b>Revenue</b>							
Taxes	\$16,639,228	\$3,991,321	\$7,358,181	\$1,690,775	\$0	\$511,547	\$30,191,052
Licenses and Permits	921,240	610,000	0	0	0	34,200	1,565,440
Intergovernmental Revenue	14,397,303	0	19,825	8,359,913	0	2,926,478	25,703,519
Intergovernmental Charges for Services	258,000	1,836,171	0	0	0	10,758,428	12,852,597
Charges for Services	1,679,822	2,034,740	0	0	9,400	18,318,476	22,042,438
Fines and Forfeitures	271,000	750,000	0	0	0	0	1,021,000
Miscellaneous Revenue	342,425	688,569	540,465	11,247,026	24,000	1,499,822	14,322,307
Interfund Transfers	2,717,606	225,000	1,117,132	150,000	0	1,107,499	5,317,236
<b>Total Revenue</b>	<b>\$37,226,623</b>	<b>\$10,115,801</b>	<b>\$9,035,603</b>	<b>\$21,447,714</b>	<b>\$33,400</b>	<b>\$35,166,448</b>	<b>\$113,015,589</b>
<b>Expenditures</b>							
General Government	\$3,911,025	\$903,447	\$1,500	\$3,280,000	\$0	\$9,750,499	\$17,846,471
Public Safety	21,782,447	1,237,643	0	691,025	0	0	23,711,115
Public Works	9,017,575	59,000	0	12,363,429	0	20,113,782	41,553,786
Health and Human Services	201,337	0	0	0	750	0	202,087
Culture and Recreation	2,673,178	5,778,852	0	229,770	0	0	8,681,800
Conservation and Development	347,928	1,352,824	197,089	6,867,917	0	0	8,765,738
Transfers and other expenses	194,082	875,000	15,850,511	2,654,817	1,250	7,601,270	26,976,930
<b>Total Expenditures</b>	<b>\$38,127,572</b>	<b>\$10,206,766</b>	<b>\$15,849,080</b>	<b>\$26,086,958</b>	<b>\$2,000</b>	<b>\$37,465,551</b>	<b>\$127,737,927</b>
<b>Excess of revenues over (under) expenditures</b>	<b>-\$900,949</b>	<b>-\$90,966</b>	<b>-\$6,813,477</b>	<b>-\$4,639,244</b>	<b>\$31,400</b>	<b>-\$2,309,103</b>	<b>-\$14,722,338</b>
<b>Fund Balance, January 1</b>	<b>\$19,078,761</b>	<b>\$1,348,773</b>	<b>\$17,375,830</b>	<b>\$7,789,986</b>	<b>\$2,051,126</b>	<b>\$0</b>	<b>\$47,644,476</b>
<b>Fund Balance, December 31</b>	<b>\$18,177,812</b>	<b>\$1,257,808</b>	<b>\$10,562,353</b>	<b>\$3,150,742</b>	<b>\$2,082,526</b>	<b>\$0</b>	<b>\$35,231,241</b>
<b>Net Position, January 1</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$83,038,369</b>	<b>\$83,038,369</b>
<b>Net Position, December 31</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$80,729,286</b>	<b>\$80,729,286</b>
<b>Net Property Tax Required</b>	<b>\$16,435,705</b>	<b>\$2,509,321</b>	<b>\$3,421,889</b>	<b>\$892,025</b>	<b>\$0</b>	<b>\$511,547</b>	<b>\$23,770,487</b>

**GENERAL FUND  
BUDGET SUMMARY**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2018</u>	<u>2019</u>	<u>2019</u>
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	15,164,406	15,617,079	16,444,228	16,444,228	16,639,228	16,639,228
Licenses and Permits	1,202,490	1,070,035	879,850	918,400	921,240	921,240
Intergovernmental Revenue	14,207,490	14,258,857	14,235,784	14,480,769	14,397,303	14,397,303
Intergovernmental Charges for Services	192,078	212,174	227,000	248,000	258,000	258,000
Charges for Services	1,756,903	1,721,972	1,621,196	1,690,856	1,679,822	1,679,822
Fines and Forfeitures	309,263	354,853	269,000	265,940	271,000	271,000
Miscellaneous Revenue	357,686	440,360	393,616	354,065	342,425	342,425
Interfund Transfers	2,844,044	2,811,255	2,895,454	2,957,970	2,717,605	2,717,605
<b>Total Revenue</b>	<b>38,034,360</b>	<b>38,486,575</b>	<b>38,986,127</b>	<b>37,380,228</b>	<b>37,226,623</b>	<b>37,226,623</b>
<b>Expense</b>						
General Government	3,637,688	3,200,016	3,797,119	3,699,182	3,906,241	3,911,025
Public Safety	21,880,886	20,153,959	20,792,897	21,172,884	22,152,354	21,782,447
Public Works	7,939,509	8,270,133	8,600,207	8,627,292	9,017,575	9,017,575
Health and Human Services	233,451	221,626	192,440	193,600	201,337	201,337
Culture and Recreation	2,521,877	2,502,128	2,566,224	2,599,447	2,673,178	2,673,178
Conservation and Development	257,317	646,478	333,009	330,209	347,928	347,928
Transfers and other expenses	598,121	118,426	1,367,278	5,559,758	194,082	194,082
<b>Total Expenditures</b>	<b>37,068,849</b>	<b>35,112,766</b>	<b>37,649,174</b>	<b>42,182,372</b>	<b>38,492,695</b>	<b>38,127,572</b>
<b>Excess of revenue over (under) expenditures</b>	<b>-1,034,489</b>	<b>1,373,809</b>	<b>-683,047</b>	<b>-4,822,144</b>	<b>-1,266,072</b>	<b>-900,949</b>
<b>Fund Balance, Beginning Year</b>	<b>23,561,585</b>	<b>22,527,096</b>	<b>23,900,905</b>	<b>23,900,905</b>	<b>19,078,761</b>	<b>19,078,761</b>
<b>Fund Balance, Ending Year*</b>	<b>22,527,096</b>	<b>23,900,905</b>	<b>23,217,858</b>	<b>19,078,761</b>	<b>17,812,689</b>	<b>18,177,812</b>
<b>*Ending Fund Balance consists of:</b>						
Uncommitted	20,678,882	21,104,856	21,241,406	16,774,495	15,766,556	16,131,679
Committed	1,848,214	2,796,049	1,976,452	2,304,266	2,046,133	2,046,133
	<b>22,527,096</b>	<b>23,900,905</b>	<b>23,217,858</b>	<b>19,078,761</b>	<b>17,812,689</b>	<b>18,177,812</b>

**SPECIAL REVENUE FUNDS  
BUDGET SUMMARY**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2018</u>	<u>2019</u>	<u>2019</u>
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	3,851,767	4,010,842	3,927,829	3,928,051	3,991,321	3,991,321
Licenses and Permits	598,520	642,712	625,000	610,000	610,000	610,000
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	859,923	1,157,416	1,305,075	1,704,556	1,836,171	1,836,171
Charges for Services	1,907,070	2,202,458	1,923,750	1,959,559	2,034,740	2,034,740
Fines and Forfeitures	732,004	705,477	902,000	750,000	750,000	750,000
Miscellaneous Revenue	1,322,890	1,145,138	867,469	768,944	668,569	668,569
Interfund Transfers	92,636	750,844	0	225,000	225,000	225,000
<b>Total Revenue</b>	<b>9,384,810</b>	<b>10,614,887</b>	<b>9,551,123</b>	<b>9,948,110</b>	<b>10,115,801</b>	<b>10,115,801</b>
<b>Expenditures</b>						
General Government	1,101,831	1,410,411	1,212,179	1,057,979	903,447	903,447
Public Safety	1,146,979	1,257,486	1,084,974	1,256,623	1,237,643	1,237,643
Public Works	8	15,878	8,804	18,812	59,000	59,000
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	5,169,208	5,308,060	5,435,635	5,501,954	5,778,862	5,778,852
Conservation and Development	1,985,989	1,451,011	1,123,542	1,731,435	1,352,824	1,352,824
Transfers and other expenses	875,883	1,519,222	867,930	875,000	875,000	875,000
<b>Total Expenditures</b>	<b>10,259,678</b>	<b>10,980,068</b>	<b>9,733,064</b>	<b>10,441,803</b>	<b>10,206,766</b>	<b>10,206,766</b>
<b>Excess of revenues over (under) expenditures</b>	<b>-894,868</b>	<b>-345,181</b>	<b>-181,941</b>	<b>-495,693</b>	<b>-90,965</b>	<b>-90,965</b>
<b>Fund Balance, Beginning Year</b>	<b>3,084,515</b>	<b>2,189,647</b>	<b>1,844,466</b>	<b>1,844,466</b>	<b>1,348,773</b>	<b>1,348,773</b>
<b>Fund Balance, Ending Year</b>	<b>2,189,647</b>	<b>1,844,466</b>	<b>1,662,525</b>	<b>1,348,773</b>	<b>1,257,808</b>	<b>1,257,808</b>

**DEBT SERVICE FUNDS  
BUDGET SUMMARY**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2018</u>	<u>2019</u>	<u>2019</u>
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	6,216,284	6,167,633	6,775,665	6,665,058	7,358,181	7,358,181
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenues	25,017	20,995	21,556	21,556	19,825	19,825
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,680,562	694,580	561,029	9,456,867	540,465	540,465
Interfund Transfers	2,344,678	1,596,780	1,313,054	1,303,054	1,117,132	1,117,132
<b>Total Revenue</b>	<b>16,266,531</b>	<b>8,479,988</b>	<b>8,671,304</b>	<b>17,446,535</b>	<b>9,035,603</b>	<b>9,035,603</b>
<b>Expenditures</b>						
General Government	420,938	53,090	1,350	4,200	1,500	1,500
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	904,746	1,111,733	298,939	322,003	197,089	197,089
Transfers and other expenses	15,542,344	8,501,664	8,105,001	8,372,480	15,650,511	15,650,511
<b>Total Expenditures</b>	<b>16,868,027</b>	<b>9,666,487</b>	<b>8,405,290</b>	<b>8,698,683</b>	<b>15,849,080</b>	<b>15,849,080</b>
<b>Excess of revenues over (under) expenditures</b>	<b>-601,496</b>	<b>-1,186,499</b>	<b>266,014</b>	<b>8,747,852</b>	<b>-6,813,477</b>	<b>-6,813,477</b>
<b>Fund Balance, Beginning Year</b>	<b>10,415,973</b>	<b>9,814,477</b>	<b>8,627,978</b>	<b>8,627,978</b>	<b>17,375,830</b>	<b>17,375,830</b>
<b>Fund Balance, Ending Year</b>	<b>9,814,477</b>	<b>8,627,978</b>	<b>8,893,992</b>	<b>17,375,830</b>	<b>10,562,353</b>	<b>10,562,353</b>

**CAPITAL IMPROVEMENT FUNDS  
BUDGET SUMMARY**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2018</u>	<u>2019</u>	<u>2019</u>
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	1,746,546	1,681,879	1,728,257	1,728,257	1,690,775	1,690,775
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	400,461	1,640,314	1,674,641	547,000	8,359,913	8,359,913
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,673,086	6,399,047	17,923,763	25,553,500	11,247,026	11,247,026
Interfund Transfers	<u>1,119,000</u>	<u>3,132,982</u>	<u>3,608,692</u>	<u>8,718,692</u>	<u>150,000</u>	<u>150,000</u>
Total Revenue	10,939,093	12,854,202	24,935,353	36,547,449	21,447,714	21,447,714
<b>Expenditures</b>						
General Government	0	65,373	7,625,021	7,550,000	3,280,000	3,280,000
Public Safety	195,470	676,349	2,723,182	2,379,350	691,025	691,025
Public Works	2,892,844	5,700,150	9,797,282	4,181,048	12,363,429	12,363,429
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	724,466	281,040	276,886	232,388	229,770	229,770
Conservation and Development	2,983,218	5,883,144	6,521,029	17,736,424	6,867,917	6,867,917
Transfers and other expenses	<u>1,111,492</u>	<u>956,087</u>	<u>2,852,687</u>	<u>2,919,882</u>	<u>2,654,817</u>	<u>2,654,817</u>
Total Expenditures	7,907,490	13,362,143	29,796,297	34,999,092	26,086,958	26,086,958
Excess of revenues over (under) expenditures	3,031,603	-507,941	-4,860,944	1,548,357	-4,639,244	-4,639,244
Fund Balance, Beginning Year	3,717,957	6,749,570	6,241,629	6,241,629	7,789,986	7,789,986
Fund Balance, Ending Year	<u>6,749,570</u>	<u>6,241,629</u>	<u>1,380,685</u>	<u>7,789,986</u>	<u>3,150,742</u>	<u>3,150,742</u>

**PROPRIETARY FUNDS  
BUDGET SUMMARY**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2018</u>	<u>2019</u>	<u>2019</u>
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	511,547	511,547	511,547	511,547	511,547	511,547
Licenses and Permits	17,000	31,800	32,000	34,200	34,200	34,200
Intergovernmental	2,827,871	2,800,772	2,737,272	2,762,270	2,926,478	2,926,478
Intergovernmental Charges for Services	9,577,403	9,571,693	10,127,783	9,848,752	10,758,428	10,758,426
Charges for Services	16,339,600	16,660,227	17,371,940	18,305,297	18,318,476	18,318,476
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	1,478,258	1,160,119	1,006,291	1,075,936	1,499,822	1,499,822
Interfund Transfers	1,008,694	959,016	947,790	956,291	1,107,499	1,107,499
<b>Total Revenue</b>	<b>31,560,373</b>	<b>31,685,173</b>	<b>32,734,623</b>	<b>33,494,292</b>	<b>35,156,448</b>	<b>35,156,448</b>
<b>Expenditures</b>						
General Government	8,333,770	8,765,077	9,543,244	9,262,848	9,944,667	9,750,499
Public Safety	0	0	0	0	0	0
Public Works	13,793,911	16,311,951	19,622,824	19,133,275	20,113,782	20,113,782
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	7,372,875	7,403,265	7,017,528	7,271,864	7,601,270	7,601,270
<b>Total Expenditures</b>	<b>29,500,556</b>	<b>32,480,293</b>	<b>36,183,596</b>	<b>35,667,987</b>	<b>37,659,719</b>	<b>37,465,551</b>
<b>Excess of revenues over (under) expenditures</b>	<b>2,059,817</b>	<b>(795,120)</b>	<b>(3,448,973)</b>	<b>(2,173,695)</b>	<b>(2,503,271)</b>	<b>(2,309,103)</b>
<b>Fund Balance, Beginning Year</b>	<b>83,947,387</b>	<b>86,007,204</b>	<b>85,212,084</b>	<b>85,212,084</b>	<b>83,038,389</b>	<b>83,038,389</b>
<b>Fund Balance, Ending Year</b>	<b>86,007,204</b>	<b>85,212,084</b>	<b>81,763,111</b>	<b>83,038,389</b>	<b>80,535,118</b>	<b>80,729,286</b>

**FIDUCIARY FUNDS  
BUDGET SUMMARY**

	2016	2017	2018	2018	2019	2019
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	0	0	0	0	0	0
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	16,810	11,611	9,400	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	91,571	165,530	7,884	16,750	24,000	24,000
Interfund Transfers	0	0	0	0	0	0
<b>Total Revenue</b>	<b>108,381</b>	<b>177,141</b>	<b>17,284</b>	<b>26,150</b>	<b>33,400</b>	<b>33,400</b>
<b>Expenditures</b>						
General Government	0	0	0	0	0	0
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	450	12,138	750	750	750	750
Culture and Recreation	0	312,409	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	3,154	1,250	1,250	1,250	1,250	1,250
<b>Total Expenditures</b>	<b>3,604</b>	<b>325,797</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>
<b>Excess of revenues over (under) expenditures</b>	<b>104,777</b>	<b>(148,656)</b>	<b>15,284</b>	<b>24,150</b>	<b>31,400</b>	<b>31,400</b>
<b>Fund Balance, Beginning Year</b>	<b>2,070,855</b>	<b>2,175,632</b>	<b>2,026,976</b>	<b>2,026,976</b>	<b>2,051,126</b>	<b>2,051,126</b>
<b>Fund Balance, Ending Year</b>	<b>2,175,632</b>	<b>2,026,976</b>	<b>2,042,240</b>	<b>2,051,126</b>	<b>2,082,526</b>	<b>2,082,526</b>

VII

R. C. No. 141 - 18 - 19. By PUBLIC WORKS COMMITTEE. September 17, 2018.

Your Committee to whom was referred 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 approving the Resolution.

Con

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

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

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

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

III

4.8

Res. No. 94 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
September 4, 2018.

A RESOLUTION establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council Committees have duly considered and discussed a budget for 2019 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 15, 2018 as required, and

WHEREAS, The 2019 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2019 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Mead Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service Funds - G O Debt Service, Convention Center Debt Service, TID 6, TID 10, TID 11, TID 12, TID 13, TID 14, TID 15, TID 16, TID 18, Environmental TID; Capital Project Funds - Capital Projects, Capital Improvement, Industrial Park, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds - Water Utility, Wastewater Utility, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in program category detail in the budget document.

Refer to  
Finance Personnel  
Public Works

BE IT FURTHER RESOLVED: that the Personnel Schedule as presented in the 2019 budget be approved, and

BE IT FURTHER RESOLVED: that the property tax levy required to finance the 2019 Budget is \$23,770,487.

Ronald Buehl  
James A. Boh

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

## 2019 BUDGET SUMMARY

### GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2019 Executive
<b>Revenue</b>							
Taxes	\$16,639,228	\$3,991,321	\$7,358,181	\$1,680,775	\$0	\$511,547	\$30,191,052
Licenses and Permits	921,240	610,000	0	0	0	34,200	1,565,440
Intergovernmental Revenue	14,397,303	0	19,825	8,359,913	0	2,926,478	25,703,519
Intergovernmental Charges for Services	258,000	1,836,171	0	0	0	10,758,428	12,852,597
Charges for Services	1,679,822	2,034,740	0	0	9,400	18,318,478	22,042,438
Fines and Forfeitures	271,000	750,000	0	0	0	0	1,021,000
Miscellaneous Revenue	342,425	688,589	540,465	11,247,026	24,000	1,499,822	14,322,307
Interfund Transfers	2,717,605	225,000	1,117,132	150,000	0	1,107,499	5,317,238
<b>Total Revenue</b>	<b>\$37,226,623</b>	<b>\$10,115,801</b>	<b>\$9,035,603</b>	<b>\$21,447,714</b>	<b>\$33,400</b>	<b>\$35,156,448</b>	<b>\$113,015,589</b>
<b>Expenditures</b>							
General Government	\$3,911,025	\$903,447	\$1,500	\$3,280,000	\$0	\$9,750,499	\$17,846,471
Public Safety	21,782,447	1,237,643	0	691,025	0	0	23,711,115
Public Works	9,017,575	59,000	0	12,363,429	0	20,113,782	41,553,786
Health and Human Services	201,337	0	0	0	750	0	202,087
Culture and Recreation	2,673,178	5,778,852	0	229,770	0	0	8,681,800
Conservation and Development	347,928	1,352,824	197,089	6,887,917	0	0	8,765,738
Transfers and other expenses	194,082	875,000	15,850,511	2,654,817	1,250	7,601,270	26,976,930
<b>Total Expenditures</b>	<b>\$38,127,572</b>	<b>\$10,206,766</b>	<b>\$15,849,080</b>	<b>\$26,086,958</b>	<b>\$2,000</b>	<b>\$37,465,551</b>	<b>\$127,737,927</b>
<b>Excess of revenues over (under) expenditures</b>	<b>-\$900,949</b>	<b>-\$90,966</b>	<b>-\$6,813,477</b>	<b>-\$4,639,244</b>	<b>\$31,400</b>	<b>-\$2,309,103</b>	<b>-\$14,722,338</b>
<b>Fund Balance, January 1</b>	<b>\$19,078,761</b>	<b>\$1,348,773</b>	<b>\$17,375,830</b>	<b>\$7,789,986</b>	<b>\$2,051,126</b>	<b>\$0</b>	<b>\$47,644,476</b>
<b>Fund Balance, December 31</b>	<b>\$18,177,812</b>	<b>\$1,257,808</b>	<b>\$10,562,353</b>	<b>\$3,150,742</b>	<b>\$2,082,526</b>	<b>\$0</b>	<b>\$35,231,241</b>
<b>Net Position, January 1</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$83,038,389</b>	<b>\$83,038,389</b>
<b>Net Position, December 31</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$80,729,288</b>	<b>\$80,729,288</b>
<b>Net Property Tax Required</b>	<b>\$16,435,705</b>	<b>\$2,509,321</b>	<b>\$3,421,889</b>	<b>\$892,025</b>	<b>\$0</b>	<b>\$511,547</b>	<b>\$23,770,487</b>

**GENERAL FUND  
BUDGET SUMMARY**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2018</u>	<u>2019</u>	<u>2019</u>
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	15,164,406	15,617,079	16,444,228	16,444,228	16,639,228	16,639,228
Licenses and Permits	1,202,490	1,070,035	879,850	918,400	921,240	921,240
Intergovernmental Revenue	14,207,490	14,258,857	14,235,784	14,480,769	14,397,303	14,397,303
Intergovernmental Charges for Services	192,078	212,174	227,000	248,000	258,000	258,000
Charges for Services	1,756,903	1,721,972	1,621,198	1,690,856	1,679,822	1,679,822
Fines and Forfeitures	309,263	354,853	269,000	265,940	271,000	271,000
Miscellaneous Revenue	357,686	440,360	393,616	354,065	342,425	342,425
Interfund Transfers	2,844,044	2,811,255	2,895,454	2,957,970	2,717,606	2,717,606
<b>Total Revenue</b>	<b>36,034,360</b>	<b>36,486,575</b>	<b>36,986,127</b>	<b>37,380,228</b>	<b>37,226,623</b>	<b>37,226,623</b>
<b>Expense</b>						
General Government	3,637,688	3,200,016	3,797,119	3,699,182	3,906,241	3,911,025
Public Safety	21,880,866	20,153,959	20,792,897	21,172,884	22,162,354	21,782,447
Public Works	7,939,509	8,270,133	8,600,207	8,627,292	9,017,575	9,017,575
Health and Human Services	233,451	221,626	192,440	193,600	201,337	201,337
Culture and Recreation	2,521,877	2,502,128	2,566,224	2,599,447	2,673,178	2,673,178
Conservation and Development	257,317	646,478	333,009	330,209	347,928	347,928
Transfers and other expenses	598,121	118,426	1,367,278	5,559,758	194,082	194,082
<b>Total Expenditures</b>	<b>37,068,849</b>	<b>35,112,766</b>	<b>37,649,174</b>	<b>42,182,372</b>	<b>38,492,695</b>	<b>38,127,572</b>
<b>Excess of revenue over (under) expenditures</b>	<b>-1,034,489</b>	<b>1,373,809</b>	<b>-683,047</b>	<b>-4,822,144</b>	<b>-1,266,072</b>	<b>-900,949</b>
<b>Fund Balance, Beginning Year</b>	<b>23,561,585</b>	<b>22,527,098</b>	<b>23,900,905</b>	<b>23,900,905</b>	<b>19,078,761</b>	<b>19,078,761</b>
<b>Fund Balance, Ending Year*</b>	<b>22,527,096</b>	<b>23,900,905</b>	<b>23,217,858</b>	<b>19,078,761</b>	<b>17,812,689</b>	<b>18,177,812</b>
<b>*Ending Fund Balance consists of:</b>						
Uncommitted	20,676,882	21,104,856	21,241,406	16,774,495	15,766,556	16,131,679
Committed	1,848,214	2,796,049	1,976,452	2,304,266	2,046,133	2,046,133
	<b>22,527,096</b>	<b>23,900,905</b>	<b>23,217,858</b>	<b>19,078,761</b>	<b>17,812,689</b>	<b>18,177,812</b>

**SPECIAL REVENUE FUNDS  
BUDGET SUMMARY**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2018</u>	<u>2019</u>	<u>2019</u>
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	3,851,767	4,010,842	3,927,829	3,928,051	3,991,321	3,991,321
Licenses and Permits	598,520	642,712	625,000	610,000	610,000	610,000
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	859,923	1,157,416	1,305,075	1,704,558	1,836,171	1,836,171
Charges for Services	1,907,070	2,202,458	1,923,750	1,959,559	2,034,740	2,034,740
Fines and Forfeitures	732,004	705,477	902,000	750,000	750,000	750,000
Miscellaneous Revenue	1,322,890	1,145,138	867,469	768,944	668,569	668,569
Interfund Transfers	92,636	750,844	0	225,000	225,000	225,000
<b>Total Revenue</b>	<b>9,364,810</b>	<b>10,614,887</b>	<b>9,551,123</b>	<b>9,946,110</b>	<b>10,115,801</b>	<b>10,115,801</b>
<b>Expenditures</b>						
General Government	1,101,831	1,410,411	1,212,179	1,057,979	903,447	903,447
Public Safety	1,146,979	1,257,486	1,084,974	1,256,623	1,237,643	1,237,643
Public Works	8	15,878	8,804	18,812	59,000	59,000
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	5,169,208	5,306,060	5,435,635	5,501,954	5,778,852	5,778,852
Conservation and Development	1,985,989	1,451,011	1,123,542	1,731,435	1,352,824	1,352,824
Transfers and other expenses	875,683	1,519,222	867,930	875,000	875,000	875,000
<b>Total Expenditures</b>	<b>10,259,678</b>	<b>10,980,088</b>	<b>9,733,064</b>	<b>10,441,803</b>	<b>10,206,766</b>	<b>10,206,766</b>
<b>Excess of revenues over (under) expenditures</b>	<b>-894,868</b>	<b>-345,181</b>	<b>-181,941</b>	<b>-495,693</b>	<b>-90,965</b>	<b>-90,965</b>
<b>Fund Balance, Beginning Year</b>	<b>3,084,515</b>	<b>2,189,647</b>	<b>1,844,466</b>	<b>1,844,466</b>	<b>1,348,773</b>	<b>1,348,773</b>
<b>Fund Balance, Ending Year</b>	<b>2,189,647</b>	<b>1,844,466</b>	<b>1,662,525</b>	<b>1,348,773</b>	<b>1,257,808</b>	<b>1,257,808</b>

**DEBT SERVICE FUNDS  
BUDGET SUMMARY**

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2018</b>	<b>2019</b>	<b>2019</b>
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	6,216,284	6,167,633	6,775,666	6,665,058	7,358,181	7,358,181
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenues	25,017	20,995	21,556	21,556	19,825	19,826
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,680,652	694,580	561,029	9,456,867	540,465	540,465
Interfund Transfers	2,344,678	1,596,780	1,313,054	1,303,054	1,117,132	1,117,132
<b>Total Revenue</b>	<b>16,266,531</b>	<b>8,479,988</b>	<b>8,671,304</b>	<b>17,446,535</b>	<b>9,035,603</b>	<b>9,035,603</b>
<b>Expenditures</b>						
General Government	420,938	53,090	1,350	4,200	1,500	1,500
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	904,745	1,111,733	298,939	322,003	197,069	197,069
Transfers and other expenses	15,542,344	8,501,664	8,105,001	8,372,480	15,650,511	15,650,511
<b>Total Expenditures</b>	<b>16,868,027</b>	<b>9,666,487</b>	<b>8,405,290</b>	<b>8,698,683</b>	<b>15,849,080</b>	<b>15,849,080</b>
<b>Excess of revenues over (under) expenditures</b>	<b>-601,496</b>	<b>-1,186,499</b>	<b>266,014</b>	<b>8,747,852</b>	<b>-8,813,477</b>	<b>-8,813,477</b>
<b>Fund Balance, Beginning Year</b>	<b>10,415,973</b>	<b>9,814,477</b>	<b>8,627,978</b>	<b>8,627,978</b>	<b>17,375,830</b>	<b>17,375,830</b>
<b>Fund Balance, Ending Year</b>	<b>9,814,477</b>	<b>8,627,978</b>	<b>8,893,992</b>	<b>17,375,830</b>	<b>10,562,353</b>	<b>10,562,353</b>

**CAPITAL IMPROVEMENT FUNDS  
BUDGET SUMMARY**

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2018</b>	<b>2019</b>	<b>2019</b>
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	1,746,546	1,681,879	1,728,257	1,728,257	1,690,775	1,690,775
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	400,461	1,640,314	1,674,641	547,000	8,359,913	8,359,913
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,673,086	6,399,047	17,923,763	25,553,500	11,247,026	11,247,026
Interfund Transfers	<u>1,119,000</u>	<u>3,132,982</u>	<u>3,608,692</u>	<u>8,718,692</u>	<u>150,000</u>	<u>150,000</u>
Total Revenue	10,939,093	12,854,202	24,935,353	36,547,449	21,447,714	21,447,714
<b>Expenditures</b>						
General Government	0	65,373	7,625,021	7,550,000	3,280,000	3,280,000
Public Safety	195,470	676,349	2,723,182	2,379,350	691,025	691,025
Public Works	2,892,844	5,700,150	9,797,282	4,181,048	12,363,429	12,363,429
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	724,488	281,040	276,896	232,388	229,770	229,770
Conservation and Development	2,983,218	5,683,144	6,521,029	17,738,424	6,867,917	6,867,917
Transfers and other expenses	<u>1,111,492</u>	<u>956,087</u>	<u>2,852,887</u>	<u>2,919,882</u>	<u>2,654,817</u>	<u>2,654,817</u>
Total Expenditures	7,907,490	13,362,143	29,796,297	34,999,092	26,086,958	26,086,958
Excess of revenues over (under) expenditures	3,031,603	-507,941	-4,860,944	1,548,357	-4,639,244	-4,639,244
Fund Balance, Beginning Year	3,717,957	6,749,570	6,241,629	6,241,629	7,789,986	7,789,986
Fund Balance, Ending Year	<u>6,749,570</u>	<u>6,241,629</u>	<u>1,380,685</u>	<u>7,789,986</u>	<u>3,150,742</u>	<u>3,150,742</u>

**PROPRIETARY FUNDS  
BUDGET SUMMARY**

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2018</u>	<u>2018</u>	<u>2019</u>
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
<b>Revenue</b>						
Taxes	511,547	511,547	511,547	511,547	511,547	511,547
Licenses and Permits	17,000	31,800	32,000	34,200	34,200	34,200
Intergovernmental	2,827,871	2,800,772	2,737,272	2,762,270	2,826,478	2,928,478
Intergovernmental Charges for Services	9,577,403	9,571,693	10,127,783	9,848,752	10,758,428	10,758,428
Charges for Services	16,339,600	16,660,227	17,371,940	18,305,297	18,318,476	18,318,476
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	1,478,258	1,150,119	1,008,291	1,075,935	1,499,822	1,499,822
Interfund Transfers	1,008,694	959,015	947,790	956,291	1,107,499	1,107,499
<b>Total Revenue</b>	<b>31,560,373</b>	<b>31,685,173</b>	<b>32,734,623</b>	<b>33,494,292</b>	<b>35,156,448</b>	<b>35,156,448</b>
<b>Expenditures</b>						
General Government	8,333,770	8,765,077	9,543,244	9,262,848	9,944,667	9,750,499
Public Safety	0	0	0	0	0	0
Public Works	13,793,911	16,311,951	19,622,824	19,133,275	20,113,782	20,113,782
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	7,372,875	7,403,265	7,017,528	7,271,864	7,601,270	7,601,270
<b>Total Expenditures</b>	<b>29,500,556</b>	<b>32,480,293</b>	<b>36,183,596</b>	<b>35,667,987</b>	<b>37,659,719</b>	<b>37,465,551</b>
<b>Excess of revenues over (under) expenditures</b>	<b>2,059,817</b>	<b>(795,120)</b>	<b>(3,448,973)</b>	<b>(2,173,695)</b>	<b>(2,503,271)</b>	<b>(2,309,103)</b>
<b>Fund Balance, Beginning Year</b>	<b>83,947,387</b>	<b>86,007,204</b>	<b>85,212,084</b>	<b>85,212,084</b>	<b>83,038,389</b>	<b>83,038,389</b>
<b>Fund Balance, Ending Year</b>	<b>86,007,204</b>	<b>85,212,084</b>	<b>81,763,111</b>	<b>83,038,389</b>	<b>80,535,118</b>	<b>80,729,286</b>

**FIDUCIARY FUNDS  
BUDGET SUMMARY**

	<u>2016</u> <u>Actual</u>	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Amended</u>	<u>2018</u> <u>Estimated</u>	<u>2019</u> <u>Requested</u>	<u>2019</u> <u>Executive</u>
<b>Revenue</b>						
Taxes	0	0	0	0	0	0
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	16,810	11,611	8,400	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	91,571	165,530	7,884	16,750	24,000	24,000
Interfund Transfers	0	0	0	0	0	0
<b>Total Revenue</b>	<b>108,381</b>	<b>177,141</b>	<b>17,284</b>	<b>26,150</b>	<b>33,400</b>	<b>33,400</b>
<b>Expenditures</b>						
General Government	0	0	0	0	0	0
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	450	12,138	750	750	750	750
Culture and Recreation	0	312,409	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	3,154	1,250	1,250	1,250	1,250	1,250
<b>Total Expenditures</b>	<b>3,604</b>	<b>325,797</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>
<b>Excess of revenues over (under) expenditures</b>	<b>104,777</b>	<b>(148,656)</b>	<b>15,284</b>	<b>24,150</b>	<b>31,400</b>	<b>31,400</b>
<b>Fund Balance, Beginning Year</b>	<b>2,070,855</b>	<b>2,175,632</b>	<b>2,026,976</b>	<b>2,026,976</b>	<b>2,051,126</b>	<b>2,051,126</b>
<b>Fund Balance, Ending Year</b>	<b>2,175,632</b>	<b>2,026,976</b>	<b>2,042,240</b>	<b>2,051,126</b>	<b>2,082,526</b>	<b>2,082,526</b>

Gen. Ord. No. 17 - 18 - 19. By Alderperson Rindfleisch. September 17, 2018.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3411 Lakeshore Road from Class Urban Industrial (UI) to Class Suburban Industrial (SI) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Suburban Industrial (SI) Classification:

Property located at 3411 Lakeshore Road (Parcel #59281712841):

LAKE SHORE DIVISION LOTS 13,14,15,16,17,18 & 19 BLK 10, ALSO UNPL LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS INTERSECTION WITH E-W 1/4 LN OF SD SEC 10, TH SE 129.00' ALG THE CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK 10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB, EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT

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.

*City Plan*

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

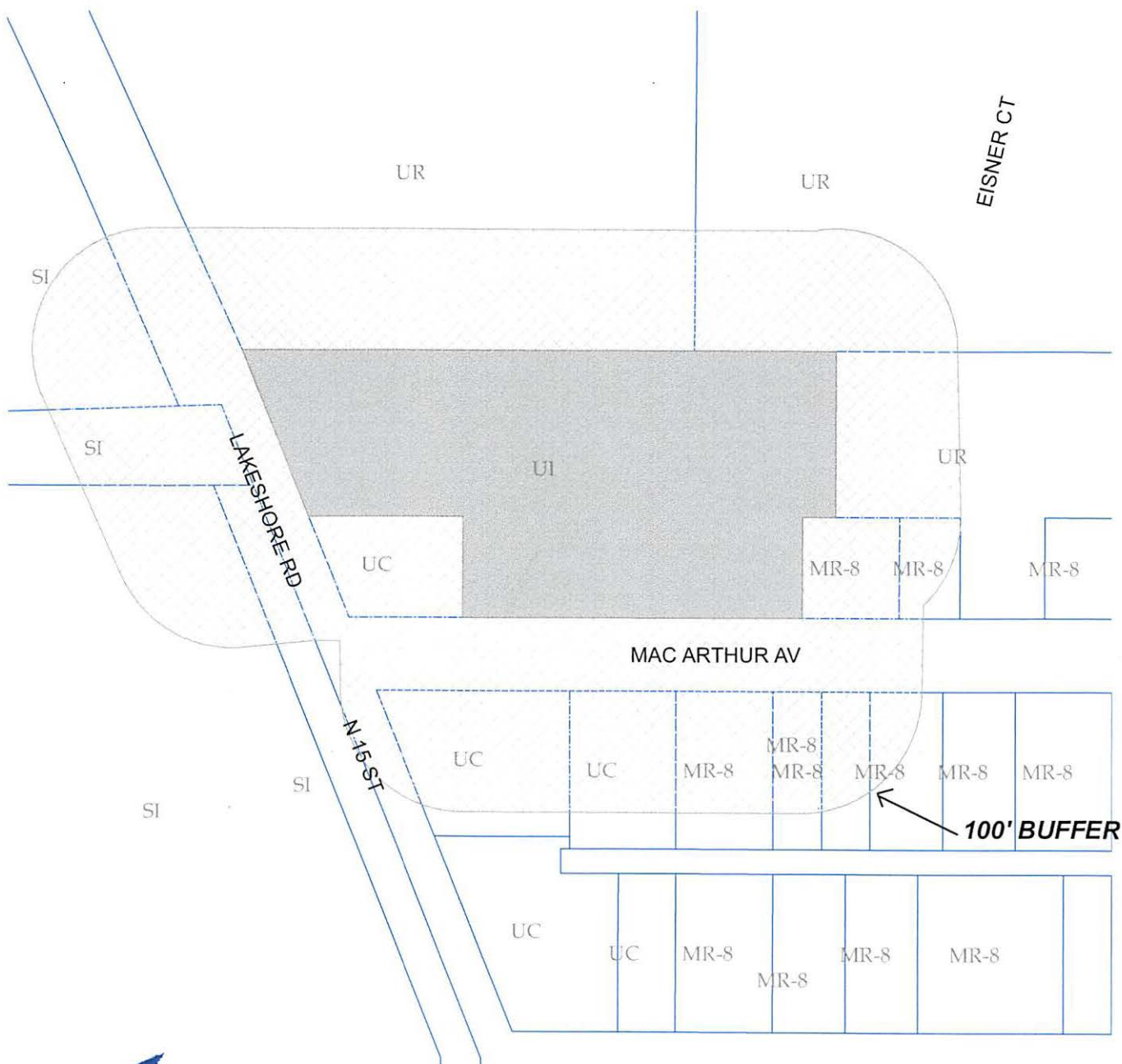
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

# PROPOSED ZONING CHANGE FROM URBAN INDUSTRIAL (UI) TO SUBURBAN INDUSTRIAL (SI)


SECTION 10, T. 15 N, R. 23 E

LAKE SHORE DIVISION LOTS 13,14,15,16,17,18 & 19 BLK 10, ALSO UNPL LAND BEING PRT OF THE N 1/2 OF SE 1/4, OF SEC 10 T15N R23E DESC AS; COM IN CENTER OF COUNTY HWY "LS", 616.00' SE OF ITS INTERSECTION WITH E-W 1/4 LN OF SD SEC 10, TH SE 129.00' ALG THE CENTER LN OF SD COUNTY HWY "LS", TH E 463.00' ALG THE N LN OF BLK 10 OF LAKE SHORE DIVISION, TH N 122.86', TH W 511.51' TO THE POB, EXC THAT WLY PRT RESERVED AS PERPETUAL ROAD EASEMENT



0 50 100 200 300 400 Feet



  
Gen. Ord. No. 18 - 18 - 19. By Alderperson Wolf. September 17, 2018.

AN ORDINANCE amending Sections 122-403, 122-404, and 122-405 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.

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

Section 1. Section 122-403 of the Municipal Code entitled, "Categories of Users; Amounts; Reassignment - City of Sheboygan," is hereby amended to read as follows:

"Sec. 122-403. *Categories of Users; Amounts; Reassignment - City of Sheboygan.*

(a) *Category A.* Category A users of the City Wastewater treatment system shall be subject to the following:

(1) *Definition:* The term "category A" is defined as normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 133 mg/l, suspended solids no greater than 255 mg/l, and total phosphorus no greater than 4.4 mg/l.

(2) *Amount:* The sewer service charge for category A wastewater is as follows:

- a. Fixed charge, \$47.98 per quarter.
- b. Volume charge, \$1.87 total charge per 100 cubic feet.

(b) *Category B.* Category B users of the City Wastewater treatment system shall be subject to the following:

(1) *Definition:* The term "category B" is defined as wastewater having concentrations of biochemical oxygen demand greater than 133 mg/l, suspended solids greater than 255 mg/l, and phosphorous greater than 4.4 mg/l. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category B charge will be based on a concentration of not less than 133 mg/l for BOD, 255 mg/l for suspended solids, and 4.4 mg/l for phosphorous.

(2) *Amount:* The sewer service charge for category B wastewater is as follows:

- a. Fixed Charge - \$47.98 per quarter;

*Public Works*

- b. If billing is on a monthly basis, \$16.00 per month.
- c. Volume Charge, \$1.87 per 100 cubic feet.
- d. Surcharge, total (per pound):
  1. BOD greater than 133 mg/L, \$0.2052.
  2. Suspended Solids greater than 255/mg/l, \$0.1131.
  3. Phosphorus greater than 4.4 mg/l, \$3.5129.

(3) *Computation.* The category B sewer service charges for volume, BOD, suspended solids and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	= Charge to sewer user for collection and treatment of wastewater
F	= Fixed charge per billing period
B	= Concentration of BOD in mg/l in the wastewater
B <sup>R</sup>	= Concentration of BOD in mg/l as defined for Category A users
S	= Concentration of suspended solids in mg/l in the wastewater
S <sup>R</sup>	= Concentration of suspended solids in mg/l as defined for Category A users
P	= Concentration of phosphorus in mg/l in the wastewater
P <sup>R</sup>	= Concentration of phosphorus in mg/l as defined for Category A users
V	= Wastewater volume (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C <sup>V</sup>	= Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C <sup>B</sup>	= Cost per pound of BOD
C <sup>S</sup>	= Cost per pound of suspended solids
C <sup>P</sup>	= Cost per pound of phosphorus
.00624	= Conversion factor

(c) *Reassignment of users.* The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary.

(d) *Sampling requirement.* Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:

(1) Samples collected shall be flow-proportional 24-hour composite samples.

(2) Sampling periods shall be two consecutive days during normal operation.

(3) Flow-weighted average may be used if data is presented.

(4) Samples shall be analyzed for BOD, suspended solids, and total phosphorus.

(5) Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.

(6) All data shall be submitted to the superintendent of the wastewater treatment plant."

Section 2. Section 122-404 of the Sheboygan Municipal Code entitled "Categories of users; amounts; reassignment for other municipalities" is hereby amended to read as follows:

"Sec. 122-404. *Categories of users; amounts; reassignment for other municipalities.*

Other municipal users shall be charged pursuant to the guidelines established under this section.

Table 2

	Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2	Town of Wilson Sanitary District	
				No. 1	No. 2
Fixed Charge	None	None	None	None	None
Volume Charge:					
Volume	\$0.1837	\$0.1837	\$0.1837	\$0.1837	\$0.1837
Debt retirement	<u>0.1541</u>	<u>0.1541</u>	<u>0.1541</u>	<u>0.1541</u>	<u>0.1541</u>
Total volume charge, per 1,000 gallons:	0.3378	0.3378	0.3378	0.3378	0.3378
Surcharges:					
BOD	0.2052	0.2052	0.2052	0.2052	0.2052
Suspended Solids	0.1131	0.1131	0.1131	0.1131	0.1131
Phosphorus	3.5129	3.5129	3.5129	3.5129	3.5129 "

Section 3. Section 122-405 of the Sheboygan Municipal Code entitled "Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater" is hereby amended to read as follows:

"Sec. 122-405. *Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater.*

*Category C.* Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

- (a) Septic tank sludge, \$48.00 per 1,000 gallons.
- (b) Holding tank sewage, \$10.00 per 1,000 gallons.
- (c) "Other" hauled wastewater:

(1) Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorous, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.

(2) *Amount:* The sewer service charge for "Other" hauled wastewater is as follows:

- a. Volume Charge, \$0.3378 per 1000 gallons.
- b. Surcharge, total (per pound):
  1. \$0.2052 per pound of BOD
  2. \$0.1131 per pound of suspended solids
  3. \$3.5129 per pound of phosphorus

(3) *Computation.* The "Other" hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and paragraphs a and b of this subsection or in accordance with section c of this subsection.

$$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$$

See Table 1 Section 122-403(b)(3) for definitions.

a. "Other" hauled wastewater analysis data shall be applied to the formula set forth above.

b. The discharge fee per 1,000 gallons shall be determined on the result of subsection (c)(3)a. of this section, multiplied by 1.25.

c. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plant based on the frequency of the hauled wastewater and the needs of the wastewater treatment plant."

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.

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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

~~XL~~  
Res. No. 88 - 18 - 19.

4.2  
By Alderpersons Donohue and Wolf.  
September 4, 2018.

A RESOLUTION officially recognizing the Historic Grant Neighborhood Association.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the Historic Grant Neighborhood Association has been organized by residents of the City of Sheboygan with a mission statement as follows:

To improve our diverse neighborhood community by encouraging the sharing of information, the connecting of neighbors, promoting activities and preserving our history.

The primary goals of the Historic Grant Neighborhood Association are to:

- Promote neighborliness, cooperation and good will among the members of our neighborhood;
- Develop strong working relationships with officials, citizens, and organizations to maintain the safety and cleanliness of our neighborhood and to ensure the availability of public and private community services;
- Hold meetings to serve as a forum for neighbors to communicate with each other and with various city departments; and


WHEREAS, the Historic Grant Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the south side of Geele Avenue on the north between North 4th and North 8th Streets, north side of Superior Avenue on the south between North 4th and North 8th Streets, east side of North 8th Street on the west from Geele Avenue to Superior Avenue and the west side of North 4th Street on the east from Geele Avenue to Superior Avenue; and

WHEREAS, the Historic Grant Neighborhood Association shall become a member of the Mayor's Neighborhood Leadership Cabinet (MNLC) and be eligible to apply for grant funds through grant programs offered by the MNLC.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the Historic Grant Neighborhood Association.

*Approved*  
*Approve*

BE IT FURTHER RESOLVED: That the Mayor, Common Council and staff of the City of Sheboygan hereby pledge their support and cooperation in addressing the needs of the citizens of the neighborhood in particular and the community in general.

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

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

II

# Other Matters

R. O. No. 121 - 18 - 19. By CITY CLERK. September 17, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020.

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

## TRANSFER - PREMISES TO PREMISES

Rendez-Vous transferring from 1332 S. 13<sup>th</sup> Street to 920 Michigan Avenue.

## CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue - Outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3357	Aneek Inc.	723 Center Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2416	Ashley, Michele J.	1618 Ontario Avenue Apt. A
2414	Bakes-Deligiann, Deborah L.	426 Grant Avenue
5314	Beaumont, Victoria M.	2319 Calumet Drive
2400	Fieldhouse, Ann B.	620 S. 8 <sup>th</sup> Street Apt. 209
2418	Harrison, Christine	871 Forest Avenue
0944	Jamison, Andrea R.	1916 Martin Avenue
2403	Myers, Makai C.	3527 Lakeshore Road #2
2408	Nemitz, Jessica J.	1940 N. 8 <sup>th</sup> Street
2412	Olson, Jon V.	1209 Riverview Drive
2413	Petermann, Janet K.	3307 North Avenue
2407	Rieth, Penny K.	1623 S. 13 <sup>th</sup> Street
2411	Sharp, Christa A.	502 N. 28 <sup>th</sup> Street

RUPS.

9026 Tanner, Nicole L.  
2405 Timm, Sarah E.  
2402 Trakel, Jean C.  
1323 Williams, Dante I.  
2417 Yang, Boonme

922 Weeden Creek Road  
2732 Geele Avenue  
W6066 Ella Lane, Plymouth  
1619 North Avenue  
2706 S. 9<sup>th</sup> Street

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

No.   Name

Address

0940 Asleson, Shanna M.  
2419 Bock, Nadine R.

3806 Highway 42 Apt. 1  
1028 Broadway Avenue

III

Other Matters

Res. No. 100 - 18 - 19. By Alderpersons Rindfleisch and Bohren.  
September 17, 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 the AARP Grant and the use of those funds to provide five bike fixation stations.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund City Development Contributions 10161100-467101	General Fund City Development Program Supplies 10161100-530200	\$8,500.00

Establish appropriation for the AARP Grant and the use of those funds to provide an age-friendly survey in the City of Sheboygan as well as two community listening sessions covering various livable community topics.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund City Development Contributions 10161100-467101	General Fund City Development Program Supplies 10161100-530200	\$4,000.00

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