ATTACHMENTS

CITY OF SHEBOYGAN

SEVENTEENTH REGULAR COMMON COUNCIL MEETING

Monday, December 4, 2017

ALDERPERSONS PRESENT
Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross - 15.
ALDERPERSONS EXCUSED
Andrew Schneider - 1.

Meeting called to order at 6:00 PM AT THE SHEBOYGAN COUNTY BOARD ROOM, 615 N. 6TH ST (Due to issues with the City Hall elevator)

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE - Eagle Scout Patrick Fisher will lead the Pledge of Allegiance

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES

Motion by Todd Wolf, second by Roman Draughon.

Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Henry Nelson, Andy Ross

1.4 MAYOR'S APPOINTMENTS - Six individuals to the Sheboygan Squared BID Board. Lies Over

1.5 MAYOR'S CONFIRMATION OF APPOINTMENT - Craig Seider to Board of License Examiners as 2nd Alternate.

MOTION TO APPROVE

Motion by Todd Wolf, second by Roman Draughon.

Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

1.6 MAYOR'S CONFIRMATION OF APPOINTMENTS - Jody Kraemer to Mayor's Neighborhood Leadership Cabinet representing the Memorial Neighborhood Association as the Primary member. Nancy Maring to Mayor's Neighborhood Leadership Cabinet representing the Memorial Neighborhood Association as the Alternate member.

MOTION TO APPROVE

Motion by Todd Wolf, second by Roman Draughon.

Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

1.7 PUBLIC FORUM - Limit of five people having five minutes each with comments limited to items on this agenda. Steve Hemsing, Mike Brunette, Kevin Formolo and David Mihm spoke.

1.8 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

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 Roman Draughon.
Final Resolution: Motion Passes

Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.2 R. O. No. 238-17-18 by City Plan Commission to whom was referred R. O. No. 234-17-18 by Board of Water Commissioners submitting a request from the Town of Sheboygan for water service to Rudy Mahler Park, within the Town lands, on Eisner Avenue; recommends denying the request. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Roman Draughon.

Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.3 R. O. No. 237-17-18 by City Clerk, submitting various license application; recommends granting licenses. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.4 R. O. No. 236-17-18 by City Plan Commission to whom was referred R. O. No. 231-17-18 by City Clerk submitting a Certified Survey Map (CSM) and the Declaration of Nonexclusive Easements by Meijer Stores Limited Partnership; recommends approving the documents. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Roman Draughon.

Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.5 R. C. No. 183-17-18 by Finance and Personnel Committee to whom was referred various claims; recommends all documents be filed. ACCEPT AND ADOPT TO FILE

Resolution: MOTION ACCEPT AND ADOPT TO FILE

Motion by Todd Wolf, second by Roman Draughon.

Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.6 R. C. No. 192-17-18 by Public Works Committee to whom was referred Res. No. 102-17-18 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract with Environmental Systems Research Institute, Inc. (ESRI) for geographic information systems (GIS) software and licensing for $50,420. Additional purchases include a Microsoft server and licensing, and a Virtual Machine (VMware) for $13,966.58; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.7 R. C. No. 191-17-18 by Public Works Committee to whom was referred Res. No. 101-17-18 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract with Floatation Docking Systems for replacing the northern section of the floating river docks in the Sheboygan River for $284,185; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.8 R. C. No. 190-17-18 by Public Works Committee to whom was referred Res. No. 100-17-18 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase of a Tracked skid steer loader for the Public Works Dept.; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.9 R. C. No. 187-17-18 by Public Works Committee to whom was referred R. O. No. 234A-17-18 by City Clerk submitting a communication from Steve Westphal regarding parking signage on 8th Street between Michigan Avenue and Huron Avenue; recommends approving the request and direct City Staff to draft an Ordinance to comply with the request. ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT
Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.10 R. C. No. 195-17-18 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 30-17-18 by Alderpersons Donohue and Bohren amending Section 82-33 of the Sheboygan Municipal Code so as to add a Part-Time Clerk I in the City Clerk's Office for the City of Sheboygan; recommends passing the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE
Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.11 R. C. No. 194-17-18 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 29-17-18 by Alderpersons Donohue and Bohren amending Section 82-33 of the Sheboygan Municipal Code so as to amend the position in the Office of the Mayor Table of Organization; recommends passing Ordinance with amended job description. ACCEPT AND ADOPT AND PASS ORDINANCE

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Todd Wolf, second by Roman Draughon.

Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.12 R. C. No. 186-17-18 by Law and Licensing Committee to whom was referred R. O. No. 225-17-18 by City Clerk, submitting various license applications; recommends granting the licenses. ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT
Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.13 R. C. No. 188-17-18 by Law and Licensing Committee to whom was referred, pursuant to R. O. No. 235-17-18 by the City Clerk, submitting various license applications; recommends granting licenses. ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT
Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes

Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.14 R. C. No. 185-17-18 by Law and Licensing Committee to whom was referred R. O. No. 220-17-18 by City Clerk submitting a communication from Justin Vannieuwenhoven to propose a new ordinance regarding commercial quadricycles in the City of Sheboygan; recommends filing the documents. ACCEPT AND ADOPT TO FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

2.15 R. C. No. 184-17-18 by Law and Licensing Committee to whom was referred DIRECT REFERRAL R. O. No. 105-17-18 by Director of Planning and Development submitting an Appeal regarding the park impact fee for Tax Pacel No. 59281435811 (2521 Creekview Court); recommends to accept the withdrawal request and file document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE
Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

3. REPORTS OF OFFICERS

3.1 R. O. No. 239-17-18 by City Plan Commission to whom was referred Gen. Ord. No. 27-17-18 by Alderperson Holzschuh and Schneider and R. O. No. 233-17-18 by City Clerk submitting a communication from Axley Brynelson, LLP, on behalf of Wilson Land Holdings, LLC, along with a Petition for Direct Annexation by unanimous approval; recommends approval of the General Ordinance and R.O. ACCEPT AND FILE AND PASS ORDINANCE

MOTION TO ACCEPT AND FILE AND PASS ORDINANCE
Motion by John Belanger, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

3.2 R. O. No. 240-17-18 by City Plan Commission to whom was referred Gen. Ord. No. 28-17-18 by Alderperson Holzschuh and Schneider and R. O. No. 232-17-18 by the City Clerk submitting a petition for Direct Annexation by unanimous approval from Brian J. Bruggink and Julie K Bruggink Living Trust (3 parcels - Racetrack Road); recommends approval of the Ordinance and R. O. ACCEPT AND FILE AND PASS ORDINANCE

MOTION TO ACCEPT AND FILE AND PASS ORDINANCE
Motion by John Belanger, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

3.3 R. O. No. 241-17-18 by City Plan Commission to whom reviewed and discussed the Tax Incremental District (TID) 18 Boundaries and Project Plan; recommends approval of both the TID 18 Boundaries and Project Plan. LIES OVER

3.4 R. O. 243-17-18 by City Clerk submitting a request from the Village of Kohler for City of Sheboygan approval to construct improvements to the City's portion of Union Avenue and for approval to connect the proposed Aurora development to city water and sanitary sewer mains. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.5 R. O. No. 242-17-18 by City Clerk submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.6 R. O. No. 244-17-18 by City Clerk submitting a communication from Kevin Formolo, Principal of Sheboygan South High School, writing a letter in regards to city parking ordinance for streets in the surrounding South High neighborhoods. REFER TO PUBLIC WORKS COMMITTEE

4. RESOLUTIONS

4.1 Res. No. 104-17-18 by Alderpersons Donohue, Bohren, Wolf, Rindfleisch and Ross adopting the 2018 City of Sheboygan Compensation Program for Non-Represented Employee; recommends passing the Resolution. LIES OVER

4.2 Res. No. 103-17-18 by Alderperson Donohue, Bohren, Wolf, Rindfleisch and Ross approving the amendments to the Non-Represented Employee Benefits Policy for calendar year 2018, Policy Number HR 101-18; recommends passing the Resolution. LIES OVER

4.3 Res. No. 105-17-18 by Alderperson Donohue authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc. to administer the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) for the period January 1, 2018 through December 31, 2018. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.4 Res. No. 106-17-18 by Alderperson Donohue authorizing the City to enter into contract with Optum's Managed Transplant Program Coverage effective January 1, 2018. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.5 Res. No. 107-17-18 by Alderperson Donohue authorizing the appropriate City officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2018. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.6 Res. No. 108-17-18 by Alderperson Donohue authorizing the appropriate City officials to enter into contract with Delta Dental to administer dental benefit plan services for the City for calendar year 2018. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.7 Res. No. 109-17-18 by Alderperson Donohue authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc. to administer the Flexible Benefit Plan for the period January 1, 2018 through December 31, 2018. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.8 Res. No. 110-17-18 by Alderpersons Donohue and Bohren approving the Project Plan and establishing the bounaries for and creation of Tax Incremental District No. 18, City of Sheboygan, Wisconsin. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.9 Res. No. 111-17-18 by Alderperson Donohue authorizing the City to enter into contract for obtaining Medical Stop-Loss Insurance, with Sun Life coverage in 2018 will be 165,000/unit. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.10 Res. No. 112-17-18 by Alderperson Wolf authorizing the appropriate City officials to execute the attached Termination and Release document regarding the South Pier Townhomes - Phase I Land. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION
Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

5. REPORTS OF COMMITTEES

5.1 R. C. No. 193-17-18 by Finance and Personnel Committee to whom was referred R. O. No. 213-17-18 by Board of Water Commissioners seeking a revenue bond issuance in the amount of $4.74 million in 2018 for the combined purposes of funding the south water tower at $2.4 million and refund the 2007 revenue bonds at $2.34 million for interest savings and Res. No. 99-17-18 by Alderperson Donohue providing for the sale of approximately $4,855,000 Water Utility Bonds, Series 2018; recommends accepting and filing the Report of Officer and passing the Resolution. ACCEPT AND FILE AND PASS RESOLUTION

MOTION TO ACCEPT AND FILE AND PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Ryan Sorenson.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross
Abstain: Jim Bohren

5.2 R. C. No. 189-17-18 by Finance and Personnel Committee to whom was referred Res. No. 98-17-18 by Alderpersons Donohue and Bohren authorizing establishing an appropriation in the 2017 Budget for engineering software; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION
Motion by Mary Lynne Donohue, second by Jim Bohren.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

5.3 R. C. No. 182-17-18 by Public Works Committee to whom was referred Com. No. 3-17-18 submitted by Alderpersons Bohren and Sorenson submitting a communication and petition from David Mihm of 1144 Cherry Lane requesting that the parking restrictions on Cherry Lane be changed; recommends approving request and direct City Staff to draft an Ordinance to comply with the request. ACCEPT AND ADOPT

MOTION TO ACCEPT AND ADOPT
Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, John Belanger, Todd Wolf, Bryan Bitters, Jim Bohren, Susan Holzschuh, Ryan Sorenson, Markus Savaglio, Henry Nelson - 9.

Nay: Mike Damrow, Rosemarie Trester, Mary Lynne Donohue, Scott Lewandoske, Ron Rindfleisch, Andy Ross - 6.

6. ORDINANCES

6.1 Gen. Ord. No. 31-17-18 by Alderpersons Donohue, Rindfleisch and Trester amending Chapter 130 of the Municipal Code so as to license commercial quadricycles, but to do so separately from the current taxicab regualtions. LIES OVER

7. MATTERS LAID OVER

7.1 R. C. No. 181-17-18 by Public Safety Committee who met and discussed a "Request for Public Safety Consideration (IFC)" by Fire Chief Romas to recommend that the Common Council authorize city staff to seek bids for Station 1 building repairs, consistent with the adopted 2018 budget; recommends approval of the request. ACCEPT AND ADOPT

MOTION TO ACCEPT AND ADOPT
Motion by Roman Draughon, second by Ryan Sorenson.
Final Resolution: Motion Passes
Aye: Roman Draughon, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross - 14.
Not Present at Vote: Mike Damrow - 1.

8. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS POSTED

8.1 R. O. No. 245-17-18 by the City Clerk submitting various license applications. REFER TO LAW AND LICENSING COMMITTEE

8.2 Gen. Ord. No. 32-17-18 by Ald. Holzschuh and Schneider annexing territory owned by the City to the City of Sheboygan, WI. REFER TO CITY PLAN COMMISSION

8.3 Res. No. 113-17-18 by Ald. Donohue and Bohren expressing intent of the Common Council to levy special assessment for the 2017 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1. LIES OVER

8.4 Res. No. 114-17-18 by Ald. Donohue and Bohren expressing intent of the Common Council to levy special assessment for the 2017 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2. LIES OVER

8.5 Res. No. 115-17-18 by Ald. Donohue and Bohren expressing intent of the Common Council to levy special assessment for the 2017 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4. LIES OVER

8.6 Res. No. 116-17-18 by Ald. Donohue and Bohren expressing intent of the Common Council to levy special assessment for the 2017 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5. LIES OVER

9. CLOSED SESSION

9.1 MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in Sec. 19.85(1)(e) Wis. Stats., for the purpose of reviewing strategy for collective bargaining negotiations, where bargaining reasons require a closed session.

MOTION TO GO INTO CLOSED SESSION
Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

10. ADJOURN MEETING

10.1 Motion to Adjourn

Motion by Todd Wolf, second by Roman Draughon.
Final Resolution: Motion Passes
Aye: Roman Draughon, Mike Damrow, John Belanger, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Bryan Bitters, Jim Bohren, Scott Lewandoske, Susan Holzschuh, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Henry Nelson, Andy Ross

Generated by City Clerk Susan Richards on Tuesday, December 5, 2017

1.4

City of Sheboygan
spirit on the lake.

December 4, 2017

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

SHEBOYGAN SQUARED BID BOARD

NAME	APPOINTED	EXPIRES
DAVID GASS (BUSINESS OWNER)	12/04/17	12/31/19
SCOTT GRUENKE (BUSINESS OWNER)	12/04/17	12/31/19
STEPHEN MC CARDELL (PROPERTY OWNER)	12/04/17	12/31/19
DAVID HANEMAN (PROPERTY OWNER)	12/04/17	12/31/19
DAVID SANDERSON (PROPERTY OWNER)	12/04/17	12/31/19
DANE CHECOLINSKI (SCEDC) NON-VOTING PARTNER		

MICHAEL J. VANDERSTEEN, MAYOR

Res Ord

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

City of Sheboygan
spirit on the lake.

December 18, 2017

Pursuant to the requirements of Section 7.30 of the Wisconsin Statutes, I herewith submit for your approval the list of nominations for Election Inspectors for all elections in 2018 and 2019.

The aforementioned section of the law stipulates the manner in which Election Officials shall be chosen, and I tender my appointments as follows, to retain as much seniority and experience as is possible, while complying with the State law.

Respectfully submitted,

Michael J. Vandersteen, Mayor

Suspend
-
Confirm

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

BARBARA ADAMS	DAVID DERUS	CHRISTINE HEMMER	KATHLEEN LOEWEN
CHRISTIN ALESSIO	MARY JEAN DERUS	DAVID HENNING	BARBARA LOOSE
VIRGINIA ALTENDAHL	DANIEL DEVER	ROSALIE HENNING	JOHN LOVER
CARLENE ANDERSON	DAVID DIENER	JULIE HESS	KAREN LUEDERS
SHERRY BECKER	EILEEN DIENER	BONNIE HESSLINK	PATRICIA LUESCHOW
GENEVIEVE BEENEN	SHARON DULMES	PAULETTE HINKELMAN	MARY LUTZKE
MARY JO BENIGER	LEO DUNTON	CRISTEL HODGES	PETER MADDEN
JAMES BICHLER	ELAINE EBERT	KAREN LYNN HOFSCHILD	RALPH MAFFONGELLI
ANN BINDER	JUNE EDDY	JANITA HOLGATE	DIANE MANOWN
LESTER BISCHOFF	LAURA ENGSTROM	BEVERLY HOLZHAEUSER	KAREN MARTIN
DEAN BOGENSCHUETZ	KAY JOANN ERHARDT	NAOMI HOLZWART	MARYBETH MARTIN
JOANNE BRAUN	ROXANNE ERTEL	ELIZABETH HUELLER	CLAIRE MASSART
SANDRA BRICKNER	RON ERTEL	ERIK IGNATOWSKI	MAXINE MAURER
JANELLE BRUGGINK	JANET ESLER	SHAROL ISAKSON/SCHONEMAN	SHARON MCCORMICK
JEFFREY BRUGGINK	JACQUELINE FELDE	MARTHA JENSEMA	CINDY MCNAMARA
SUSAN BUESING	KATHLEEN FIELDS	DICK JOHNSEN	SUSAN MEINEL
KRISTINE BUNZEL	BONNIE FOY	SCOTT JOHNSTON	JANET MERTENS
FRAN BURG	JANET GEBHARD	KATHLEEN KARLS	FRIEDA METHFESSEL
DEBORAH BURGARD	MARGE GIESEN	BONNIE KLUCK	SUE MEYER
RICH BURGARD	TIM GILLIS	ANITA KNAUB	SUSAN MEYER
KATHLEEN BURKARD	JOHN GOES	CONNIE KNOP	CELENE MOELLER
JACQUELINE CAMPBELL	JOSEPHINE GOSSE	JEANNE KOBUSZEWSKI	NANCY MOUDRY
RICK CAWTHON	JIM GRAF	ANTON KOLAR	GRACE MUELLER
JUDITH COLSON	MARY GRUBE	ROSE KREPSKY	HENRY NELSON
EUNICE CORTEZ	FAITH GRUBER	TOM KROLL	WILLIAM NOVAK
LUCILLE COUGHLIN	BARBARA GRUBER	NANCY KROLL	KATHLEEN NOVAK
JEROME CRAMLET	GERMAINE GRUENKE	MARY JO KRUECK	MARY NOWACKI
KAREN DAEHNERT	SOPHIE GUNTHER	LAVERNE KRUEGER	LORAINE OETZEL
PAUL DAMKOT	SUSAN GUSTKE	CYNTHIA KUESTER	RICHARD OLSON
SUSAN DANFORTH	DIANA HAHN	KAREN KUHLMAN	PHILLIP PARKER
JAN DANKWARDT	SUSIE HAHN	PAULA KUHN	DAN PASTOOR
SHARON DAUN	INGEBORG HARBACH	JIM LACROIX	WILLIAM PHEBUS
ARTHUR DEJONG	CASSANDRA HEINEN	MILLIE LACROIX	JANICE PIERSON
CYNTHIA DEJONG	KEN HEMENWAY	EARL LILYQUIST	RITA PITTENGER

CANDACE PITTS	AGNES SOERENS	KRIS WILLIAMS
LIANE PIZL	WILLIAM STEFFEN	LOUANN WILSING
DARRELL POSTMA	HENRY STEINFORT	DANIE WILSON
KATHLEEN PRANGE	LINDA STEINFORT	LORETTA WISSBROECKER
SUSAN PRATER	DAVID STROHSCHOEN	MARY YURK
EVELYN PREVENAS	SUE STRYSICK	PRISCILLA ZABEL
JILL RECHTFERTIG	CAROLINE STURGILL	LINDA ZAJKOWSKI
PETE RECHTFERTIG	EDWARD SUREK	SHARON ZWITTER
KATHY REID	BARB TAUSCHEK	JULIE DEPAGTER
DIANE REMY	HELEN TEIG	ERICA GOLLHARDT
CHRISTINE RILEY	NANCY TESELLE	DIANE CEPA
GUTHRIE RILEY	LINDA THIEL	JENNIFER HAASE
CHRISTINE ROENITZ	ARLENE THOMAS	CHIQUITA YOUNG
TOM ROETHEL	ROCHELLE TOUTENHOOFD	TRACY MEYERS
LUANN ROMAN	MARY TURK	ANNA KRAMER
DOROTHY ROSE	TOM TUSZYNSKI	LISA ZASTROW
JOAN ROTHWELL	SUSAN UBBELOHDE	CINDY SOMMER
DOLORES RUPPEL	MARY VAN DER PUY	ANDREA BRAATZ
MICHELLE SAATKAMP	GERALDINE VANDERWEELE	NINA STAPEL
JOSEPH SAGAL SR	KRISTIE VOECHTING	JANICE BRANDT
JOANNE SALAS	ELLEN VOJTA	CINDA LANGHOFF
JILL SANDVEN	SUSAN WAGNER	MICHAEL KLEIN
DEBORAH SCHLEHLEIN	RON WAKEFIELD	JANE KAUTZER
STEVEN SCHLEHLEIN	GAIL WALLACE	BRAIN LAFAVE
JANE SCHMELTER	BILL WALLACE	MARY KAY VINCENT-SAMET
JUDITH SCHMIDT	JANE WANEZEK	JEFFREY JUSTUS
MARGARETTE SCHMOLZE	EDWARD WASMER	JOHN HOLZWART
JESSICA SCHOUTEN	CYNTHIA WEINA	MARY GRAPENTINE
LINDA SCHROEDER	STEVE WEINA	
WAYNE SCHULTZ	KEITH WEINAND	
DORIS SCHWEBEL	NANCY WEINBERGER	
MYCHAL SEGER	PATRICIA WEISROCK	
REBECCA SHER	MARION WHEATON	
MARY SMITH	ROSEMARIE WILKE-HASSMANN	

THE REPUBLICAN PARTY *of* SHEBOYGAN COUNTY

NOV 22 '17 PM 3:16

November 20, 2017

Mayor Michael Vandersteen
828 Center Ave.
Sheboygan, WI

Dear Mayor:

In accordance with Section 7.30(4) of the Wisconsin Statutes, which provides that the two dominant political parties shall provide a list of nominees for Election Inspectors/Poll Workers by November 30 of each odd numbered year, we are pleased to submit the enclosed list of persons who are being nominated as Election Inspectors by the Republican Party of Sheboygan County for the City of Sheboygan. Please appoint the 21 individuals on the attached list as poll workers for the next two years. If you have any questions concerning this, please contact Dennis Gasper, Chairman, Republican Party of Sheboygan County.

Please forward a copy of the minutes of the meeting in which the Election Inspectors/Poll Workers are appointed. You may send the minutes to: Republican Party of Sheboygan County, P.O. Box 288, Sheboygan, WI 53082 or electronically to: chair@sheboygancountygop.com.

Sincerely,

Dennis A. Gasper
Chairman
Republican Party of Sheboygan County

Judy Gasper
Secretary
Republican Party of Sheboygan County

CC: *City clerk, Susan Richards*

		Republican Nominations for Election Inspectors					
			for 2017 & 2019				
Cawthon	Rick	802 N. 26th St.	Sheboygan	WI	53081	254-6566	richewy@gmail.com
Brunette	RaeAnn	3433 S 10th st	Sheboygan	WI	53081		tnapkrfan@yahoo.com
DeJong	Arthur	1510 N. 5th Street	Sheboygan	WI	53081	452-3578	artdejong@hotmail.com
DeJong	Cynthia	1510 N. 5th Street	Sheboygan	WI	53081	452-3578	artdejong@hotmail.com
Giesen	Marjorie	920 Sommer Dr.	Sheboygan	WI	53081	458-0544	giesen@att.net
Gruber	Barbara	508 Vollrath Blvd.	Sheboygan	WI	53081	457-9015	
Heinen	Cassandra (Sa	W2792 Wilson Lima Road	Oostburg	WI	53070	(920) 564-2289	dheinen3@wi.rr.com
Hofschild	Karen	5325 Quail Court	Sheboygan	WI	53083		rlhklh@yahoo.com
Jensema	Martha	W2492 Cty Rd V	Sheboygan Falls	WI	53085	920-627-4846	randmjensema@aol.com
Kautzer	Jane	2730 Mill Rd	Sheboygan	WI	53083	920-946-9007	suejing3@yahoo.com
LaFave	Brian	1211 Huron Ave	Sheboygan	WI	53081	920-226-8590	brian.lafave@yahoo.com
Parker	Phillip	N4960 Blueberry Lane	Plymouth	WI	53073	414-218-3883 or 893-0244	Parkerpc@hotmail.com
Phebus	William	2301 W. Koning Drive	Sheboygan	WI	53083	459-9626 or 912-5568	b.phebus@alt-terra.com
Quinn-Reinhardt	Shirley	1728 Sunnyside Court	Sheboygan	WI	53081	458-4750 or 414-218-0830	qreinhardt@charter.net
Schmelter	Jane	2858 N. Apache Rd.	Sheboygan	WI	53083	(920) 452-5323	tjschmelter@icloud.com
Vojta	Ellen	2934 Ashby Court	Sheboygan	WI	53081	216-9394 or 457-9394	jvojta@gmail.com
Wakefield	Ron	1210 Wilson Ave.	Sheboygan	WI	53081	980-7584	rwakefield1210@yahoo.com
Wallace	Bill	4315 Sommer Dr.	Sheboygan	WI	53081	254-5048	bill@wallaceit.com
Wallace	Gail	4315 Sommer Dr.	Sheboygan	WI	53081	254-5048	gail@wallaceit.com
Yurk	Mary	4412 Hunters Glen Drive	Sheboygan	WI	53083	467-1441	formygy@charter.net

II

R. O. No. _____ - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting an application for private well permit from Gerald Geibel located at 4906 S. 10th Street.

Concur

_____

CITY CLERK

No. 950590

APPLICATION FOR PRIVATE WELL PERMIT

Sheboygan, Wisconsin Original Application Date: 02/24/1995

Parcel: 331029

1. Location of Structure 4906 S. 10TH ST.

2. Owner GEIBEL, GERALD J Phone

   Address 4906 S. 10TH ST. SHEBOYGAN, WI 53081-8111

1. Is property served by public water system? Yes X No ____

2. Well and pump installation must meet the requirements of Chapter NR 112, Wisconsin Administrative Code, and a letter from a licensed well and pump installer must accompany the application, which provides that the well meets the requirements of NR 112, Wisconsin Administrative Code.

3. List proposed use of well: Lawn Watering

4. Duration of permit requested (not to exceed 5 years): 5 years

Note: Report indicating well produces safe water as evidenced by one (1) sampling must accompany the application.

The Applicant recognizes the following:

1. The granting of this permit does not mean that the City has determined that the well or water taken from it are safe or in conformity with any rules or regulations thereon.

2. The City is not responsible for the maintenance of the well or for informing the owner of new or existing regulations pertaining thereto.

3. The City assumes no responsibility in regards to monitoring water taken from it.

4. This Well Operation Permit is only valid for five (5) years from its being granted, except as provided for above.

THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS SPECIFIED ABOVE.

Applicant's Signature Date: 12/8/17

DATE CITY PLUMBING INSPECTOR INSPECTED TO VERIFY NO CROSS CONNECTION BETWEEN PIPING OF THE PUBLIC WATER SYSTEM AND THE PRIVATE WELL.

Plumbing Inspector Date: 12/8/17

DATE PRESENTED TO THE COMMON COUNCIL: / /

APPROVED: ____ DENIED: ____

SIXEL & SCHWINN, INC.
N7677 RANGELINE ROAD
SHEBOYGAN, WI 53083
Phone # : (920) 565-2131
Fax # : (920) 565-4413

Invoice

Customer No.: GEIBEL GERAL
Invoice No.: 42286

Bill To: **GERALD GEIBEL**
4906 SOUTH 10TH STREET
SHEBOYGAN, WI 53081

Electrical, Water Systems
Plumbing, & Hydronic Heating

Date	Ship Via	P. O. Number	Terms
11/22/17		G. GEIBEL	OVER 30 DAYS 1 1/2% PER MONTH

Quantity	Item Number	Description	Unit Price	Amount
		WELL INSPECTION & COLIFORM TEST FOR CITY OF SHEBOYGAN PERMIT@4906 SOUTH 10TH ST, SHEBOYGAN (G. GEIBEL) :		
1.000		11/16/17 - SERVICES RENDERED: MM	185.00	185.00
		Invoice subtotal		185.00
		Invoice total		185.00
		paid. 11-22-17 #4747		-185.00
				0

State of Wisconsin
Department of Natural Resources
dnr.wi.gov

Property Transfer Well(s) and Pressure System(s) Inspection

Form 3300-221 (R 10/14)

Notice: Pursuant to ch. 280, Wis. Stats., and ch. NR 812, Wis. Adm. Code, this form shall be used to document any well and pressure system inspection conducted as part of a property transfer. Inspections are voluntary, and well owners are not required to bring systems into compliance as a result of the inspection. Inspectors must provide the completed form to the requester of the inspection. Do not send forms to DNR.

Contact Information

Inspection Requested By			Telephone Number
Gerald Geibel			(920) 452-2609
Mailing Address	**City**	**State**	**ZIP Code**
4906 South 10th Street	Sheboygan	WI	53081
Owner's Name			**Telephone Number**
Gerald Geibel			(920) 452-2609
Mailing Address	**City**	**State**	**ZIP Code**
4906 South 10th Street	Sheboygan	WI	53081

Property Location

County of Water System Location	Grid or Street Address or Road Name and Number (if available)	City	ZIP Code
Sheboygan	4906 South 10th Street	Sheboygan	53081

Township	Gov't Lot #	¼	¼	Section	Town	Range	E/W	Unique Well Number
		SW of the	NW	11	14 N	23	E	

Known Noncomplying Features

Identified noncomplying features are noted below with a check mark.

1. ☐ Unused Well Should be Filled and Sealed
2. ☐ Stovepipe or Thin-Walled Casing
3. ☐ Dug Well
4. ☐ Unprotected Buried Suction Line
5. ☐ Alcove (Subsurface Pumproom) or Pit
6. ☐ Non-Walkout Basement or Below-Grade Crawl Space Well
7. ☐ Poor Casing Condition (Badly Corroded or Cracked)
8. ☐ Contaminant Source less than minimum separation distance from well: _____
9. ☐ Well in Floodway or Flood Fringe
10. ☐ Well at Risk from Localized Flooding
11. ☐ Cross-Connection
12. ☐ Driven Point Well (installed after 1-31-1991) without construction report
13. ☐ Nonpressure Conduit
14. ☐ Hand Pump
15. ☐ Offset Pump or Piping Height < 12" Above Floor
16. ☐ Yard Hydrant
17. ☐ Materials for Pump and Supply Piping
18. ☐ Flowing Well Installation
19. ☐ Check Valve Location
20. ☐ Well Cap or Seal
21. ☐ Casing Height
22. ☐ Electrical Wires Not Properly Enclosed in Conduit
23. ☐ Sample Faucet is Missing or Incorrect
24. ☐ Casing less than 6" in diameter for a well in limestone, dolomite, shale, quartz or granite
25. ☐ Health/Safety Hazard

Comments

- ☐ Pre-1991 Driven Point Pipe Depth < 25 feet
- ☒ Well Construction Report Not on File or Unlocatable
- ☐ Well Located in Special Well Casing Depth Area
- ☐ Pre-1979 Two-Wire Submersible Pump
- ☐ Evidence of Some Corrosion on Well Casing Pipe
- ☐ Inaccessible or Difficult Location for Future Well Work
- ☐ Inaccessible or Difficult Location for Future Pump Work
- ☐ Non-Vermin-Proof Well Cap or Well Seal
- ☐ Other:

Based on my personal inspection of the real property, the well(s) and pressure system(s): ☒ **Complies** ☐ **Does not comply** with Wis. Adm. Code.

☐ More comprehensive or additional research is needed regarding:
☐ an unused well ☐ floodways/floodplains ☐ contaminant sources ☐ other:

This form lists the visible conditions of the well(s) and pressure system(s) on the property at the time of inspection and does not imply or give any guarantee.

Signature of Licensed Water Well Driller or Pump Installer	Individual License #	Date	Telephone Number
Michael Milbrath	4281	11/22/2017	(920) 565-2131

Clean Water Testing

1990 Prospect Ct., Appleton, WI 54914 * 800-801-7590

SIXEL & SCHWINN, INC.
N7677 RANGELINE RD
SHEBOYGAN, WI 53083

Home Owner GERALD GEIBEL
Well ID/Address 4906 SOUTH 10TH STREET
Well City SHEBOYGAN, WI 53083
Sample Location OUTSIDE FAUCET
Lab # 454308
Collected By/Date M MILBRAT 11/16/2017

Report Date *20-Nov-17*

Analyte	Result	Units	LOD	LOQ	Dil	Dig Date	Run Date	Mthd	Analyst	QC Code
Organic										
Coliform and E-coli Bacteria										
Coliform	**None Detected**	mpn	1	1	1		11/18/2017	9223B	AS	1

COLIFORM BACTERIA…Coliform bacteria are very common in the open environment. They can be found in the soil and in surface water. However, any detection of coliform bacteria colonies in drinking water is unnatural.
RESULT - Coliform bacteria were ABSENT in this sample. No Coliform bacteria were found in this sample. NOTE: The absence of bacteria does not necessarily mean that other pollutants are not present in the water. If you are concerned about other contaminants, further testing will be necessary.

E-coli	**None Detected**	mpn	1	1	1		11/18/2017	9223B	AS	1

E-COLI BACTERIA - Found in human and animal waste. The presence of E-coli is an indication of septic contamination, barnyard runoff, or another direct source of waste entering the drinking water system.
RESULT– ABSENT - No E-coli bacteria were detected in this sample.

LOD Limit of Detection — None Detected = Result was less than the LOD — LOQ Limit of Quantitation

Code	*Comment*
1	All laboratory QC requirements were met for this sample.

Laboratory Director Michael Hanta

II

R. O. No. _____ - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting, as a matter of record, a communication from the Wisconsin Department of Administration regarding the Bruggink Living Trust Annexation and stating that they have reviewed the proposed annexation and it has been reviewed and found to be in the public interest.

_____
CITY CLERK

Concur.

DEC 11 '17 PM 2:47

WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL
SECRETARY
Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: http://doa.wi.gov/municipalboundaryreview/

December 07, 2017

PETITION FILE NO. 14069

SUSAN RICHARDS, CLERK
CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN, WI 53081-4442

GEORGENE LUBACH, CLERK
TOWN OF WILSON
5935 S BUSINESS DR
SHEBOYGAN, WI 53081-8930

Subject: BRUGGINK LIVING TRUST ANNEXATION

The proposed annexation submitted to our office on November 17, 2017, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city...." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed *municipal services* to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF SHEBOYGAN**, which is able to provide needed municipal services.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14069 with your ordinance.** Ordinance filing checklist available at http://mds.wi.gov/, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: http://mds.wi.gov/View/Petition?ID=2140
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

Wisconsin Annexation/Attachment/Detachment Ordinance Filing Checklist

Please include the following information within the ordinance. Missing items may cause the ordinance to be returned.

☐ **List type of Land Transfer and associated statute number**:
Annexation by: Unanimous Approval (s. 66.0217 (2) Wis.Stats.),
One-half Approval (s. 66.0217 (3) (a) Wis.Stats.), or Referendum (s. 66.0217 (3) (b) Wis.Stats.)
Annexation of Territory Owned by a City or Village (s. 66.0223 Wis.Stats.)
Detachment (s. 66.0227 Wis. Stats.)
Annexation or Attachment resulting from s. 66.0307 Wis. Stats. Boundary Agreement
Annexation or Attachment resulting from s. 66.0301 Wis. Stats. Boundary Agreement
Annexation resulting from judicial stipulations and orders (s. 66.0225 Wis. Stats.)
Annexation by City or Village Initiated Referendum (s. 66.0219 Wis.Stats.) (rare)
Annexation of Town Islands (s. 66.0221 Wis. Stats.) (very rare)

☐ **Ordinance Effective Date** (Provide publication date if known in the ordinance)

☐ **Municipal Boundary Review (MBR) Number assigned when reviewed by DOA:**
Annexation Petitions by Unanimous or One-Half approval require review by the Wisconsin Department of Administration (DOA) for land in counties having a population greater than 50,000.
When requested DOA also reviews annexations in counties having a population less than 50,000.
Record the MBR number in the ordinance transmittal letter or within the clerk's certification of the ordinance.

☐ **Square feet or acres**- please list the area of the land transferred. If land comes from multiple municipalities show separate areas for each.

☐ **Parcel Number(s)**, if available (if only part of a tax parcel is being transferred, include the number of that parcel)

☐ **Clerk's certification** of documents with original signature

☐ **Population:** Include the number of all people living on the transferred land. If transferring from more than one municipality, include population for each affected municipality

☐ **Map**
☐ The map shall be an ***accurate reflection*** of the legal description of the parcel being transferred. As such, it must show:
-A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
-Bearings and distances along all parcel boundaries as described.
-All adjoiners as referenced in the description.
☐ The map must include a **graphic scale.**
☐ The map must show and identify the existing municipal boundary, in relation to the parcel being transferred.
[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]

608-266-1927 **mds@wi.gov** http://mds.wi.gov

Wisconsin Annexation/Attachment/Detachment Ordinance Filing Checklist

Continued on next page.

☐ **Complete Legal Description**

☐ The ordinance must include a legal description of the land to be transferred. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR

☐ If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.

☐ The land may NOT be described only by:

-Aliquot part;
-Reference to any other document (plat of survey, deed, etc.);
-Exception or Inclusion;
-Parcel ID or tax number.

Wisconsin Elections Commission Requirements

☐ Will the annexation territory join an existing ward or necessitate creation of a new ward? For more information, please contact the Wisconsin Elections Commission at (608) 266-8005 or elections@wi.gov or see their annexation checklist here: WEC Annexation Checklist.

Email legible scanned copy of required materials **(in color)** to **mds@wi.gov**

OR mail one copy of required materials to:
Wisconsin Department of Administration
Municipal Boundary Review
PO Box 1645, Madison WI 53701-1645

II

2.4

Updated

R. O. No. 248 - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting various license applications.

City Clerk

Commercial Operators License (12/31/2018)

No.	Name	Address
3256	Badger Turf LLC	712 S. Washington Drive, Howards Grove
3242	Edgewood Premier LLC	3905 Playbird Road
2183	Restoration Gardens LLC	W4429 County Road JM, Sheb. Falls
3105	Schultz Landscape LLC	3639 Koehler Drive

Secondhand Dealer License (12/31/2018)

No.	Name	Address
3021	Finders Keepers	1030 Michigan Avenue

Consent.

II

III

Res. No. _____ - 17 - 18. By Alderperson Wolf. December 18, 2017.

A RESOLUTION to declare May 12, 2018, International Migratory Bird Day.

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that share our communities,

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring,

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide,

WHEREAS, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes,

WHEREAS, public awareness and concerns are crucial components of migratory bird conservation,

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations,

WHEREAS, since 1993 International Migratory Bird Day (IMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S.,

WHEREAS, hundreds of thousands of people will observe IMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun,

WHEREAS, while IMBD officially is held each year on the second Saturday in May, its observance is not limited to a single day, and planners are encouraged to schedule activities on the dates best suited to the presence of both migrants and celebrants,

Consent.

WHEREAS, IMBD is not only a day to foster appreciation for wild birds and to celebrate and support migratory bird conservation, but also a call to action.

RESOLVED: That the City of Sheboygan declares the second Saturday in May, International Migratory Bird Day.

_____

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. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
December 18, 2017.

Your Committee to whom was referred Res. No. 109-17-18 by Alderperson Donohue authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc. to administer the Flexible Benefit Plan for the period January 1, 2018 through December 31, 2018; recommends passing the Resolution.

Consent

_____ _____

_____ _____

_____ _____
Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.7

Res. No. 109 - 17 - 18. By Alderperson Donohue. December 4, 2017.

A RESOLUTION authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc. to administer the Flexible Benefit Plan for the period January 1, 2018 through December 31, 2018.

RESOLVED: The City allows employees to enroll in a flexible spending program.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan enter into a Flexible Benefit Plan Agreement for Services for the time period January 1, 2018 through December 31, 2018.

Finance & Personnel approve

James A Bohl

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

DIVERSIFIED BENEFIT SERVICES, INC.
Dedicated to Excellence in Benefit Management Solutions

September 22, 2017

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

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

Dear Jenny,

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

Per your Agreement for Service, your Plan will automatically renew January 1, 2018 for one year. You will no longer be required to sign and return the written Agreement upon renewal. DBS will notify you of any rate changes 90 days prior to the start of the new plan year.

Please see below for your monthly fee schedule:

Plan Year	Monthly Fees
01/01/2017 - 12/31/2017	$4.20/participant/month ($100 Min.)
01/01/2018 - 12/31/2018	$4.30/participant/month ($100 Min.)

We are excited to announce two promotions for your consideration. We continue to provide comprehensive COBRA administration services to employers. Enclosed you will find a flyer outlining our full service COBRA benefits including premium collection. You have entrusted DBS with administering your FSA and we would like the same opportunity to provide you with our high quality of service and peace of mind for your COBRA administration.

As a valued DBS client, we are extending a cost effective promotional COBRA services offer for your consideration. **We will waive the setup fee for the upcoming year if you contract with DBS to provide COBRA administration services.** To receive a COBRA administration services quote, please contact our office at (800) 234-1229 and ask to speak with a sales representative.

We want to also extend a cost effective promotional Health Savings Account (HSA) services offer for your consideration. If you currently have or are considering an HSA in the future we want to make sure that you know DBS provides high quality HSA services. **We will waive the setup fee for the upcoming year if you contract with DBS to provide HSA services.** To receive a HSA services quote, please contact our office at (800) 234-1229 and ask to speak with a sales representative.

This COBRA and HSA promotional offer will expire on November 3, 2017.

Thank you for partnering with DBS for the administration of your employee benefit programs.

Sincerely,

DBS Sales Administration Department

P.O. Box [illegible] ♦ [illegible] Walter Road, Suite [illegible] ♦ Hartland, WI 53029
(262) 367-3300 ♦ (800) 234-1229 ♦ Fax (262) 367-3938
www.dbs-benefits.com

DIVERSIFIED
BENEFIT SERVICES, INC.

Excellence in Benefit Management Solutions

COBRA Administration
Expert, Efficient and Cost-Effective

Our comprehensive COBRA package includes:

- Efficient client and plan set-up
- Seamless takeover of current COBRA continuants
- Timely mailing of all required notices
- Thorough tracking of all notices
- Timely and accurate elections processing
- Efficient premium collection process
- Employer, participant and agent online access
- Compliant processes that adhere to the law
- Expert customer service assistance

Look to DBS for comprehensive COBRA services

Properly administering COBRA can be challenging for any employer. Risks are great, worries are many and errors can be costly. Diversified Benefit Services, Inc. (DBS) is here for you.

Our well-trained team provides complete COBRA administration that's cost-effective and compliant, strictly following the law. Enjoy the confidence of exceptional customer service backed by the most advanced web-based software.

Your time is valuable. Partner with DBS for superior COBRA administration.

Contact DBS today to discuss your COBRA needs:
call **(800) 234-1229** or visit **DBSbenefits.com**

Who is DBS?

Diversified Benefit Services, Inc. (DBS) is a Wisconsin based, industry leading third party administrator (TPA) established in 1987. We have hundreds of clients of all sizes located across the country. We provide comprehensive plan design and reimbursement strategies as well as communication and enrollment solutions for FSAs, HRAs, HSAs, COBRA, Tribal Member Benefits and other customized programs. Our services are supported by a robust proprietary software administration system and a knowledgeable, customer focused professional staff.

DBSbenefits.com

Diversified Benefit Services, Inc.
P.O. Box 260
Hartford, WI 53029
(800) 234-1229

VIII

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
December 18, 2017.

Your Committee to whom was referred Res. No. 111-17-18 by Alderperson Donohue authorizing the City to enter into contract for obtaining Medical Stop-Loss Insurance, with Sun Life coverage in 2018 will be 165,000/unit; recommends passing the Resolution.

Concur

_____ _____

_____ _____

_____ _____
Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.9

Res. No. 111 - 17 - 18. By Alderperson Donohue. December 4, 2017.

A RESOLUTION authorizing the City to enter into contract for obtaining Medical Stop-Loss Insurance, with Sun Life coverage in 2018 will be 165,000/unit.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Sun Life for providing specific medical stop loss insurance at a cost of $64.04 single/month, $141.74 family/month, at an estimated annual premium of $561,247.59 for the period of January 1, 2018 through December 31, 2018.

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

Finance & Personnel approve

James A Bohl

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

Renewal options

On this page, sign to authorize the rates and initia to select the renewal you want

Policyholder name:	City of Sheboygan	Authorized signature:	Sandy Rohrick
Account number:	239101	Printed name:	Sandy Rohrick
Renewal status:	Open	Printed title:	Director of Human Resources & Labor Relations
		Date signed:	11/29/2017

Current and renewal rate summary	
Tier	**Employees**
Single	140
Family	248
Total	388

Specific Stop Loss policy details and renewal options				
Plan thresholds	**Current**	**Renewal**	**Renewal option 1**	**Renewal option 2**
Individual Specific deductible	$150,000	$150,000	$165,000	$175,000
Aggregating Specific deductible	$75,000	$75,000	$75,000	$75,000
Annual maximum	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited	Unlimited	Unlimited

Specific rates	**Current**	**Renewal**	**Renewal option 1**	**Renewal option 2**
Claims basis	PAID	PAID	PAID	PAID
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Single	$52.49	$71.91	$64.04	$62.46
Family	$116.18	$159.17	$141.74	$138.25
Total monthly premium	**$36,161.24**	**$49,540.90**	**$44,116.71**	**$43,031.88**
Renewal rate action as a % increase to current monthly premium		37.0%	22.0%	19.0%

Aggregate Stop Loss policy details and renewal options				
Aggregate rates	**Current**	**Renewal**	**Renewal option 1**	**Renewal option 2**
Aggregate Benefit Maximum	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Per employee per month rate	$6.51	$6.84	$6.84	$6.84
Total monthly premium	**$2,525.08**	**$2,653.92**	**$2,653.92**	**$2,653.92**
Renewal rate action as a % increase to current monthly premium		5.1%	5.1%	5.1%

Aggregate thresholds and rates	**Current**	**Renewal**	**Renewal option 1**	**Renewal option 2**
Claims basis	PAID	PAID	PAID	PAID
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Corridor	125%	125%	125%	125%
Composite Aggregate deductible factor	**$1,507.38**	**$1,661.13**	**$1,700.76**	**$1,725.60**
- Medical	$1,090.28	$1,201.49	$1,241.11	$1,265.96
- Rx Drug	$417.10	$459.64	$459.64	$459.64
Minimum Attachment Point	**$526,377.10**	**$580,067.57**	**$593,904.94**	**$602,579.28**
Estimated monthly renewal liability	**$584,863.44**	**$644,519.53**	**$659,894.38**	**$669,532.53**
Renewal rate action as a % increase to current monthly aggregate deductible factors		10.2%	12.8%	14.5%

Total estimated annual plan costs				
Total costs	**Current**	**Renewal**	**Renewal option 1**	**Renewal option 2**
Total annual premium	$464,245.44	$626,337.83	$561,247.59	$548,229.55
Annual Aggregate Attachment Point	7,018,301.28	7,734,234.32	7,918,732.51	8,034,390.34
Total estimated self-funded plan costs	**$7,482,606.72**	**$8,360,572.14**	**$8,479,980.10**	**$8,582,619.89**
Renewal rate action as a % increase to total estimated annual plan cost		11.7%	13.3%	14.7%

Select renewal option			
Initial selected renewal option			

The rates agreed upon in this renewal acceptance form are effective on the policy renewal date and take precedence over any billing statements that may be received in the interim.

Renewal options, continued

On this page, sign to authorize the features, services, and assumptions included in your renewal

Policyholder name:	City of Sheboygan
Account number:	239101
Authorized signature:	Sandy Rohrick
Printed name:	Sandy Rohrick
Printed title:	Director of Human Resources and Labor Relations
Date:	1-29-2017

Specific Stop-Loss coverage

The following options and programs are included in your policy:

Options:

- **No New Lasers at Renewal option with Renewal Rate Cap of 50%**
  This option prevents new lasers. The rate cap applies to Specific rates and the Aggregating Specific deductible (if applicable), and it assumes there are no material changes to the underlying plan, the Sun Life Stop-Loss policy, or the covered group.
- **Mirroring Endorsement**
  Mirroring of your plan document is subject to review and approval by Sun Life and may affect the quoted rates. To include this endorsement with your policy, within 90 days of the policy effective date, we need your plan document and an executed Renewal Options signature page.
- **Simultaneous Reimbursement option**
- **Retiree coverage**
- **Rx claims are included and bundled with the administration (no carve-out PBM)**
  This proposal assumes that your stop-loss insurance will include coverage for prescription drug claims and that the standard large claimant reporting from your medical administrator will include both medical and prescription drug claims. Based on the information provided, your PBM vendor is OptumRx.

Programs:

- **[New!] SunElite™ medical document review service**
  This program is available to all Sun Life Stop-Loss customers.
- **SunExcel® Centers of Excellence transplant program**
  This exclusive program is provided to all Sun Life Stop-Loss customers.
- **SunResources® preferred network program**
  This exclusive program is provided to all Sun Life Stop-Loss customers

Experience Rating Refund:
On each Policy Anniversary, a retrospective Experience Rating Refund process is applied to the Specific Benefit.

If the Loss Ratio Percentage for the Policy Year is less than 70%, then 50% of the Surplus--up to a maximum of 20% of the Net Premium pa

The Experience Rating Refund Endorsement is subject to the following conditions:

- "Surplus" will equal 70%, less the Loss Ratio Percentage for the Policy Year, multiplied by the Net Premium paid by the policyho
- The "Loss Ratio Percentage" will equal the total dollar amount of all Specific Benefit claims paid by Sun Life divided by the Net F
- "Net Premium" will equal the premium paid to Sun Life for the Policy Year, less the commission paid by Sun Life for the Policy Y

The total dollar amount of Specific Benefit claims paid by Sun Life will be determined after the end of the Policy Year and the Run-Out Per

If an Experience Rating Refund is payable, it will be paid within 30 days after the calculation is made. In order to receive an Experience Rai

The following are not included in your policy:

- **Clinical Trials option**
- **Electronic Funds Transfer**
- **Terminal Liability option**

0	$0	0

VIII

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
December 18, 2017.

Your Committee to whom was referred Res. No. 108-17-18 by Alderperson Donohue authorizing the appropriate City officials to enter into contract with Delta Dental to administer dental benefit plan services for the City for calendar year 2018; recommends passing the Resolution.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.6

Res. No. 108- 17 - 18. By Alderperson Donohue. December 4, 2017.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Delta Dental to administer dental benefit plan services for the City for calendar year 2018.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Delta Dental to administer dental benefit plan services for the City for the period January 1, 2018 through December 31, 2018, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan be, and they hereby are, authorized to draw on the Insurance Administration Services Account, Account No. 70411032-521500, in payment same.

Finance & Personnel approve

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Renewal Summary

A review of experience results, administrative fee for your renewal period, and COBRA rate analysis.

Experience Results

	Experience Period April 2016 - March 2017
Paid Claims	$414,988
Administrative Fees	$16,486
Total Cost	$431,474
Number of Claims	2,063
Average Claims per Employee	5.90
Average Paid Claim	$201.16
Average Enrollment	350

Administrative Fee For Renewal Period January 2018 - December 2018

	Per Employee Per Month	
Present Rate	$3.93	
Renewal Rate	$4.13	
Percent Change	5.1%	

COBRA Rate Projections For Renewal Period

Revenue Generated at Current COBRA Rates	$518,513
Projected Total Cost	$457,752
Calculated Adjustment to Rates	-11.7%
Experience Credibility Factor	69.0%

COBRA Rate Recommendation*

	Current Rates	Renewal Rates	Rate Change
Employees Only	$46.82	$46.82	0.0%
Employees w/Family	$155.14	$155.14	0.0%
Employees w/Spouse	$93.64	$93.64	0.0%
Employees w/Children	$105.58	$105.58	0.0%

* The recommended rates do not include the plan sponsor's 2% administrative allowance.

VIII

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
December 18, 2017.

Your Committee to whom was referred Res. No. 107-17-18 by Alderperson Donohue authorizing the appropriate City officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2018; recommends passing the Resolution.

Consent

_____ _____

_____ _____

_____ _____
Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

4.5

III

Res. No. 107 - 17 - 18. By Alderperson Donohue. December 4, 2017.

A RESOLUTION authorizing the appropriate City officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2018.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with United Health Care (UMR) for the administration services for the City's medical health benefit plan for the period January 1, 2018 through December 31, 2018, a copy of which is attached hereto.

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

Finance & Personnel approve

James a Bohre

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

Renewal Services

Customer Name : City of Sheboygan
Plan Renewal Date : 1/1/2017

All fees shown as per employee per month (PEPM) unless otherwise noted

Proposed renewal fees assume all existing products and services written with UMR will be retained throughout the renewal period. New products and services may be added however proposed fees are subject to change and/or and/or additional fees may apply if any existing products or services are discontinued.

Administration and access fees	Subscribers	Current Fees	Renewal Fees 1/1/2017	Renewal Fees 1/1/2018
Medical claims	379	$14.59	$14.88	$15.33
Medical client advisor commission	379	$6.50	$6.50	$6.50
Required stop loss interface fee	379	Included	Included	Included
UnitedHealthcare Choice Plus ® network- access fee	378	$16.87	$16.87	$16.87
First Health Network - access fee	1	30% of savings	30% of savings	30% of savings
Utilization and case management (includes NurseLine) - per employee per month savings of $0.58	379	$3.35	$3.42	$3.52
Maternity management (MM)	328	$0.65	$0.66	$0.68
Truven Health Analytics reporting – three licenses included	379	Included	Included	Included
Medical and pharmacy integration - per participating employee per month	379	$1.00	$1.00	$1.00
Medical Insured Carve Out Coordination Fee	379	$0.35	$0.35	$0.35
Cost reduction and savings program - large bill review/fee negotiation and secondary/travel network - % of savings	379	30%	30%	30%
Subtotal	**379**	**$43.18**	**$43.55**	**$44.12**

Non-preferred vendor surcharge: An additional stop loss interface fee surcharge of $5.00 PEPM applies if stop loss coverage is not placed with a UMR preferred vendor. This fee is in addition to the "Required stop loss interface fee" which applies for all groups. Consult your UMR representative for a list of preferred vendors.

UnitedHealthcare Choice Plus assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to: deductible, out-of-pocket, coinsurance and plan limitations. Usage of the Choice Plus network requires employer participation in Value Based Contracting payment methodologies.

External PBM Vendors are subject to prior approval and may require additional fees.

VIII

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
December 18, 2017.

Your Committee to whom was referred Res. No. 106-17-18 by Alderperson Donohue authorizing the appropriate City officials to enter into contract with Optum's Managed Transplant Program Coverage effective January 1, 2018; recommends passing the Resolution.

Consent

_____ _____

_____ _____

_____ _____
Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.4

Res. No. 106 - 17 - 18. By Alderperson Donohue. December 4, 2017.

A RESOLUTION authorizing the City to enter into contract with Optum's Managed Transplant Program Coverage effective January 1, 2018.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract accepting a supplemental Stop Loss Insurance Plan to include a separate plan for Transplant Coverage, Optum's Managed Transplant Program.

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

Finance & Personnel approve

James A Bol

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

UnitedHealthcare Insurance Company
Specified Disease Organ Tissue and Transplant Policy
Application for Transplant Insurance

The undersigned Applicant requests the Transplant Insurance Benefits shown herein and provided by UnitedHealthcare Insurance Company, and agrees to be bound by the terms and provisions of the Transplant Insurance Policy.

Section 1: APPLICANT INFORMATION

Full Legal Name of Applicant: City of Sheboygan

Street Address: 828 Center Avenue

City: Sheboygan State: WI Zip: 53081 Tax ID Number:

Contact Person: Telephone No: 920-459-3374 Sandy Rohrick Fax No.

Email Address: sandy.rohrick@ci.sheboygan.wi.us

Requested Effective Date: 1/1/2018 First Renewal Date: 1/1/2019

Company is: ☐ Corporate ☐ Partnership ☐ Trust ☐ Association
Company is: ☐ ERISA ☐ ERISA exempt plan ERISA Health Plan Number:

Section 2: PLAN ADMINISTRATOR / TPA

Name of Plan Administrator / TPA:

Address: __ City: __ State: __ Zip:

Contact Name:

Phone: __ Email Address:

Financial / Accounts Payable Contact Name:

Phone: __ Email Address:

Section 3: CASE MANAGEMENT

Case Management Company:

Address: __ City: __ State: __ Zip:

Contact Name:

Phone: __ Email Address:

Section 4: ELIGIBILITY INFORMATION

Total number of full time employees: __Total number of employees enrolled in the medical plan:
Does group meet the definition of large group in situs state? ☐Yes ☐No

Section 5: PREMIUMS

All premiums are due on the first day of the calendar month of insurance.

Premium Rates:

Employee Only:	$5.30	Number covered:	= $
Employee + One:		Number covered:	= $
Employee + Spouse:		Number covered:	= $
Employee + Children:		Number covered:	= $
Employee + Family:	$12.71	Number covered:	= $
Composite:		Number covered:	= $

Rates Include Commission: 10% _____ Initial Month Premium: = $

It is understood and agreed that the Transplant Insurance will become effective on the date requested only if this Application is accepted. The Applicant agrees to transmit the total premiums for this insurance to UnitedHealthcare Insurance Company when due. The Applicant declares to the best of its knowledge and belief that statements and answers on this Application are complete and true.

GROUP SIGNATURE (form must be signed)

Group Authorized Person's Name:	Title:
Group Authorized Person's Signature:	Date:

AGENT INFORMATION

Agency Name:	
Agent Name :	License Number:
Agent Signature:	Date:

Street Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	Email Address:

Send completed Application with binder check to:

UnitedHealthcare Insurance Company
Optum – Managed Transplant Program
11000 Optum Circle
MN101-W800
Eden Prairie, MN 55344

FRAUD WARNING NOTICES: (Please review the notice that applies in your state)

For residents of Alabama: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

For residents of California: Providing false, incomplete, or misleading information for any policy shall not bar the right to recovery unless the statement was made with actual intent to deceive, or it materially affects the acceptance of the risk or the hazard assumed by the insurers.

For residents of Colorado: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds, shall be reported to the Colorado division of insurance within the Department of Regulatory Agencies.

For residents of Connecticut: Any person who knowingly presents false information in an application for insurance or life settlement contract is guilty of a crime and may be subject to fines and confinement in prison.

For residents of District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For residents of Hawaii: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

VIII

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
December 18, 2017.

Your Committee to whom was referred Res. No. 105-17-18 by Alderperson Donohue authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc. to administer the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) for the period January 1, 2018 through December 31, 2018; recommends passing the Resolution.

Concur

_____ _____

_____ _____

_____ _____
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. 105 - 17 - 18. By Alderperson Donohue. December 4, 2017.

A RESOLUTION authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc. to administer the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) for the period January 1, 2018 through December 31, 2018.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Diversified Benefit Services, Inc. to administer Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) for the period January 1, 2018 through December 31, 2018, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan be, and they hereby are, authorized to draw on the Insurance Administration Services Account, Account No. 70411032-521500, in payment same.

Finance & Personnel approve

James a Bohn

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

Diversified Benefit Services, Inc.
COBRA Administration Service Agreement

This Agreement is entered into between City of Sheboygan (hereinafter referred to as "Employer") and Diversified Benefit Services, Inc. (hereinafter referred to as "DBS"), and sets forth the basis on which DBS agrees to provide administrative services with respect to requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and/or state insurance continuation for Employer and its group health plan(s) if applicable. This Agreement is made in consideration of payment by Employer of the agreed-upon fee and the promises of performance by Employer and DBS as set forth within this Agreement. The effective date of the Agreement is January 1, 2018.

RELATIONSHIP OF THE PARTIES

The Parties agree that Employer is subject to federal requirements imposed by COBRA to offer continuation coverage to certain people, who would otherwise lose group health care coverage. DBS is willing to provide Employer with administrative services to assist Employer in meeting the requirements of COBRA.

This Agreement between DBS and Employer does not create any legal relationship between DBS and Employer's employees. This is an independent service agreement with DBS acting in the capacity of an independent contractor. Further, Employer acknowledges that DBS is not the "plan administrator" as that term is used in the Employee Retirement Income Security Act (ERISA). The "plan administrator" is the Employer or other person designated by the terms of the Employer's group health plan.

DBS SERVICES/RESPONSIBILITIES

DBS will provide the following administrative services to Employer after the Employer has provided the necessary information to DBS to initiate the DBS service:

- DBS shall provide current (if desired by Employer) and new employees and their spouses /qualified dependents with initial notice of the availability of continuation of coverage as required by COBRA (provided that Employer provides the names and addresses to DBS in the appropriate format).

- DBS will receive from Employer a spreadsheet of employees including addresses and phone numbers, who are currently eligible for COBRA continuation coverage (hereinafter referred to as "Qualified Beneficiaries"). DBS will send notifications of the COBRA law to the Qualified Beneficiaries, separately to their insured spouses; and separately to insured dependents known to live apart from the enrolled employees, if the address is provided.

- Upon notification by Employer to DBS of a Qualifying Event (as defined below), DBS will, within 14 days, send a notice of COBRA Continuation Election Rights to such identified Qualified Beneficiaries under the COBRA continuation coverage requirements, and shall provide Qualified Beneficiaries a form for election or non-election of COBRA continuation coverage.

- Upon notification from Employer of a qualified employee's death, divorce or legal separation, or of dependent child ceasing to be eligible for Employer's group health plan, DBS will send required COBRA notification and election forms to the so-identified Qualified Beneficiaries above.

- Upon notification of Employer's filing bankruptcy under Chapter 11, DBS will send notification to insured retirees advising of the right to COBRA continuation of coverage (if any) under appropriate COBRA regulation.

- If a second Qualifying Event occurs while a Qualified Beneficiary has elected COBRA continuation coverage (e.g., terminated employee on COBRA continuation coverage dies), and Employer notifies DBS of such event, or if a Qualified Beneficiary notifies DBS, DBS will send the Secondary Extension Notification (and election forms) to the Qualified Beneficiary(ies).

- During the 180-day period prior to the termination of the Qualified Beneficiaries' continuation coverage period, DBS will notify Qualified Beneficiaries of their right to purchase a conversion health-insurance policy, which includes accessing the "Market Place" through the "Exchange" accessible on-line via HealthCare.gov, as established through the Affordable Health Care Act.

- In the event Employer provides an open enrollment period for benefit selection by employees, Qualified Beneficiaries covered under COBRA continuation coverage will be notified by DBS of this selection option, when Employer notifies DBS of such open enrollment period.

- If an employee (and/or his/her spouse and dependents) loses coverage under the Employer's group health plan but is not eligible for COBRA continuation coverage, DBS shall provide a "notice of unavailability" to the employee that includes an explanation of why the employee or other Qualified Beneficiaries cannot elect coverage.

- If a Qualified Beneficiary's COBRA continuation coverage is to end prematurely for any reason, DBS shall provide a Early Termination Notice to the Qualified Beneficiary regarding the termination of the COBRA continuation coverage and the reason why it is terminating.

EMPLOYER RESPONSIBILITIES

The Employer agrees to inform DBS of all pertinent information related to existing group health plans at the inception of the contract and any future amendments. Eligibility notifications of COBRA reinstatement(s)/termination(s) will be sent to the designated plan enrollment contact (at the Employer). The designated plan enrollment contact will be obligated to notify the carrier(s) if the carrier contact is not setup as the plan enrollment contact.

The Employer will provide, in a format acceptable to DBS, information relating to the following events that may require action under COBRA ("Qualifying Events"):

- Death of the covered employee.

- Termination, or reduction of hours, of the covered employee's employment.

- Divorce or legal separation of the covered employee from the employee's spouse (and annulment for Wisconsin continuation purposes).

- The covered employee becoming entitled to benefits under Title XVIII of the Social Security Act (Medicare).

- A dependent child ceasing to be a dependent under the generally applicable requirements of the plan.

- Bankruptcy reorganization under Title 11 for persons with retiree coverage, if it causes a substantial loss of coverage within one year before or after filing.

- Any other relevant information to the fulfillment of this contract as is necessary for compliance with COBRA.

In addition, the Employer maintains the following responsibilities:

- Employer shall notify DBS as soon as possible, but in no event later than five (5) business days after becoming aware, that any Qualified Beneficiary was disabled (as defined by the Social Security Act) at the time of the Qualifying Event, has become disabled within sixty (60) days of a Qualifying Event or having been disabled, is no longer disabled.

- Employer shall notify DBS in writing (including email) as soon as reasonably possible of the addition, termination or modification of any Plan.

- Employer shall notify DBS as soon as possible, but in no event later than five (5) business days after becoming aware of a determination of Trade Adjustment Assistance ("TAA") for any Qualified Beneficiary by either the United States Department of Labor or a state agency.

- For each Qualified Beneficiary, Employer shall determine the premium rates to be charged for COBRA continuation coverage and shall notify DBS of such premiums. Employer shall notify DBS of any change in premium rates affecting continuants or prospective continuants under a Plan as soon as reasonably possible after being made aware of such premium rate change.

- Employer shall be solely responsible for examining the DBS status reports and shall notify DBS of any discrepancies between such status reports and Employer's own records as soon as reasonably possible, but in no event later than five (5) business days after becoming aware of such discrepancies.

- All notices to be provided to DBS shall be in writing using the forms provided to Employer by DBS. The Employer shall be solely responsible for determining whether or not an individual has had a Qualifying Event, including, without limitation, whether the employee has been terminated for gross misconduct.

- Employer shall notify and advise DBS of Qualified Beneficiaries who, at the time of a Qualifying Event, have been deemed incompetent and provide DBS with the name and address of such individual's legal guardian or executor.

- Employer represents that the Plan(s) will be maintained during the term of this Agreement in accordance with ERISA, and the Internal Revenue Code of 1986, as amended, and other applicable law. Employer, the Plan(s) administrator and/or the Plan(s) (and their agents or assigns), and not DBS, shall be responsible for the review and payment of claims for benefits under the Plan(s) and all appeals under ERISA and other applicable law, including, without limitation, with respect to claims, benefits and eligibility determinations under the Plan(s).

BILLING AND COLLECTION OF PREMIUM

DBS shall directly bill and collect premium from any Qualified Beneficiary who elects continuation coverage. The premium amount shall not exceed 102 percent of the applicable premium for the Employer's similarly classified employees.

Qualified Beneficiary's applicable initial premium shall be due within 45 Days of Service Agent's receipt of valid election form accepting continuation coverage. This applicable premium, unless modified by federal regulation, shall mean 102 percent of the (applicable) premium for such determination period for similarly situated group health plan beneficiaries for whom a Qualifying Event has not occurred.

DBS will bill Qualified Beneficiaries and remit premium payments directly to the Employer's COBRA Account (minus 2 percent).

GUARANTEE

Provided the Employer has complied with the requirements of this contract, DBS shall ensure that all aspects of its administration of duties under this contract fall within the applicable statute and regulations. In the event the Employer is subject to a judgment or administrative ruling that indicates that Employer is in non-compliance with the law, and such non-compliance is found to be the result of DBS action(s) or inaction(s) under this contract, then DBS shall be liable to the Employer for the damages that result from its failure to perform under this contract, but only to the extent such damages are covered by DBS's Errors and Omissions policy.

MUTUAL INDEMNIFICATION

Each party shall indemnify the other party, its employees, directors, and agents (collectively, "Indemnitees") and hold the Indemnitees harmless against all damages, losses, or other liabilities incurred by the Indemnitees arising from any act or failure to act by the indemnitor, its employees, directors, or agents in connection with the Plan. Such indemnification shall include (and not be limited to) liabilities arising from a failure to timely provide DBS with information. Such indemnification shall also include liabilities arising from administration or interpretation of the Plan by either party in a manner contrary to law. The preceding notwithstanding, the Indemnifying Party shall be liable under this paragraph and this Agreement only to the extent that its liability is covered by the Indemnifying Party's Errors and Omissions policy.

TERMS AND TERMINATION

The term of this Agreement shall be one year, and shall automatically renew annually unless the Employer gives to DBS written notice of termination at least 30 days prior to the requested termination effective date. Any decisions made while this agreement was in force shall survive the Agreement termination.

Other Termination by Employer. If the Employer terminates the Agreement without giving 30 day advanced notice, there will be a termination fee of three months of administration fees, measured by the administration fees averaged over the prior three months, payable to DBS before the actual termination date. The Employer is responsible for any extra costs associated at the time of account termination (based on time and materials) to the new vendor. Additionally, the Employer shall be responsible for reimbursing DBS for all applicable material and labor costs.

Other Termination by DBS. DBS may terminate the Agreement effective: 1) as of an end of term date without the 30-day notice, or 2) on a date other than an end of term date, but only if the Employer previously breached this Agreement, such as by failing to pay DBS for its services or failing to cooperate with DBS.

FEES AND CHARGES

As compensation for the services provided by DBS under this Agreement, Employer shall pay DBS in accordance with the fees and charges set forth in this Agreement's Addendum A Fee Schedule. If any amounts are not paid when due, a late charge of 1½% per month or the highest late charge allowed by law, whichever is less, shall apply to such unpaid amounts from the due date until paid in full. In addition to the fees and charges set forth in Schedule A, DBS shall charge and retain the 2 percent administrative charge paid by each continuant under the Plan(s) as compensation for the handling of premium payments or shall charge and retain any greater administration charge allowed by law, whichever is higher. In addition, DBS when applicable will collect 2% premium administration fees from clients when qualified beneficiaries are under subsidy/severance agreements. DBS shall give Employer at minimum a thirty (30) day advance notice of Schedule "A" price adjustments, which DBS may institute from time to time. Employers with 100 or fewer employees will be invoiced annually during the first week of the Agreement effective date and annually thereafter during the first renewal month. Employers with more than 100 employees will be invoiced monthly during the first week of each month.

CONFIDENTIAL INFORMATION

Both during and after the term of this Agreement, Employer shall hold for DBS's benefit and shall not use or disclose to any third party any trade secrets, or confidential information, knowledge, or data relating to the subject of this Agreement or related materials relating to DBS operations, business, or affairs including, without limitation, pricing proposals or pricing agreements. This restriction will not apply to disclosure to legal, tax or financial advisors; provided those advisors are notified of this provision and the advisors agree to use their respective best efforts to protect against any further disclosure by these persons.

OWNERSHIP RIGHTS IN MATERIALS

All products, forms, procedures and other materials (the "Materials") utilized or made available by DBS to Employer in connection with any service performed under this Agreement are the sole property of DBS, and Employer shall not acquire any right, title or interest in the Materials by use thereof in accordance with this Agreement. Employer shall not license, market, copy, modify, sell or transfer any of the Materials, in whole or in part. Employer acknowledges and recognizes that any breach of this section would result in irreparable harm to DBS, and, accordingly, agrees that in addition to and not in lieu of all remedies available to DBS by reason of such breach (at law or equity), DBS shall be entitled to equitable relief (including, without limitation, specific performance and injunctive relief) to enjoin the occurrence or continuation of

such breach. Upon DBS's request, Employer shall promptly return all Materials to DBS following the termination of this Agreement.

LIMITATION OF LIABILITY

UNLESS THEY ARE COVERED BY DBS' ERRORS AND OMMISSIONS POLICY, DBS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES HOWSOEVER INCURRED OR DESIGNATED, OR ANY LOSS OF PROFITS, EVEN IF DBS WAS INFORMED OF THE POSSIBILITY OF SUCH LOSS. IN ADDITION, DBS IS NOT RESPONSIBLE FOR ACTS OR OMISSIONS OF THE EMPLOYER OR ANY THIRD PARTY WHICH TOOK PLACE PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

FORCE MAJEURE

DBS shall not be liable for failures or delays in performance which are caused by natural disasters, strikes, war, utility outages, communication outages, or any other circumstances which could not have been reasonably foreseen and avoided by commercially reasonable action, or are beyond the reasonable control of DBS. DBS shall be excused from performance under this Agreement for the duration of the effects of such circumstances.

ENTIRE AGREEMENT, AMENDMENTS AND MODIFICATIONS

This Agreement represents the entire Agreement between the parties, and there are no oral or other written agreements or understandings between the parties affecting this Agreement, or related to the services to be provided by DBS or duties undertaken by Employer under this Agreement. This Agreement supersedes all previous agreements between the parties. This Agreement may be amended only by a written agreement executed by Employer and DBS. Employer may not assign this Agreement without the express written consent of DBS.

THIRD PARTY BENEFICIARIES

The parties do not intend, by the execution of this Agreement, to provide any rights to third parties under this Agreement.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed under the laws of the State of Wisconsin, except to the extent preempted by ERISA. If any provision of the agreement is held to be invalid in any court of competent jurisdiction, such finding shall not invalidate the remainder of the Agreement. With respect to any claim arising out of this Agreement, (a) each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Wisconsin, or the United States District Court, located in Milwaukee County, Wisconsin, and (b) each party irrevocably waives any objection which it may have at any time to the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court and irrevocably waives any claim such suit, action or proceeding is brought in an inconvenient forum and further irrevocably waives the right to object, with respect to such claim, suit, action or proceeding brought in any such court, that such court does not have jurisdiction over such party.

NON-WAIVER AND ATTORNEYS FEES

If any legal action or other proceeding is brought by either party to this Agreement for the enforcement or interpretation of any of the rights, obligations and provisions of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party in such action or proceeding is entitled to recover reasonable attorneys fees and all other costs and expenses incurred in such action or proceeding, in addition to any other relief to which it may be entitled.

BINDING SIGNATURES

The following signatures bind this "Agreement" as executed the day, month and year shown below.

Executed on behalf of the "Employer" by:

Name Sandy Rehrick*

Title Director of Human Resources

Date 11/28/2017

Pending Council Approval

Executed on behalf of "Diversified Benefit Services, Inc." by:

Name

Title: President

Date: 11/9/2017

ADDENDUM A

FEE SCHEDULE

Standard DBS COBRA Services

Service	Fee
Initial Implementation/Setup Provide COBRA Implementation packet & a COBRA Employer Guide Setup fee includes up to six (6) composite rated benefit plans For more than six (6) composite rated plans a fee of $30/plan will apply For any age and/or gender banded plan a fee of $45/plan will apply **Annual Renewal** Provide COBRA Renewal packet Update premium information / premium change notifications Renewal fee includes up to six (6) composite rated benefit plans. For more than six (6) composite rated plans a fee of $30/plan will apply For any age and/or gender banded plan a fee of $45/plan will apply	$200/year
Takeover of current COBRA continuants	$15/COBRA continuant
Monthly Administration Services **Monthly Services Include:** COBRA election notice (Specific Rights Notice) to Qualified Beneficiaries(QBs) Provide Employer and participants with online portal access Provide coupon book of monthly premiums and premium due dates Provide late payment letters to COBRA continuants QB premium collection via check, money order, ACH or credit card (a fee will be assessed for credit card payments) Track COBRA enrollment forms Initial General Notice of COBRA Rights for newly hired employees Conversion/expiration notice Provide termination notice for nonpayment of premium Deposit COBRA premiums received from COBRA continuants into the Employer's account one time per month. The Employer can then remit the payment for active COBRA continuants. COBRA premiums will be deposited via ACH into one Employer account only. (Premium transfers to multiple Employer accounts will be quoted) Customer service for questions during business hours: 1-800-234-1229	$.60/eligible employee/month $50/group minimum/month

Employers with 100 or fewer employees will be invoiced annually during the first week of the Agreement effective date and annually thereafter during the first renewal month. Employers with more than 100 employees will be invoiced monthly during the first week of each month.

ADDENDUM A
FEE SCHEDULE

Additional DBS COBRA Services

Other Notices	Fee	
Disability Extension Confirmation Notice	Included	
Enrollment Confirmation Notice	Included	
Main Address Change Notice to new address	Included	
Main Address Change Notice to old address	Included	
New Client Login Notice	Included	
New Member Login Notice	Included	
Renewal Notice	Included	
Return Late Check Notice	Included	
Subsidy Notice	Included	
Takeover Notice	Included	
Other Services	**Fee**	**Employer Election**
Initial General Notice of COBRA Rights sent to current active employees on any COBRA eligible benefit	$2.75/notice	☐ Yes ☐ No
Send Open Enrollment Materials to COBRA members (cost of time and materials)	$15/packet $100 group minimum	Determined annually at the time of open enrollment.
Other Services		
Extraordinary one-time services	To be quoted	

Employers with 100 or fewer employees will be invoiced annually during the first week of the Agreement effective date and annually thereafter during the first renewal month. Employers with more than 100 employees will be invoiced monthly during the first week of each month.

VI

R. C. No. _____ - 17 - 18. By LAW AND LICENSING COMMITTEE.
December 18, 2017.

Your Committee to whom was referred R. O. No. 245-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends granting the following license applications:

CHANGE OF AGENT

Kendall A. Rishel is replacing John Money as agent effective immediately for Maple Lanes Bowling Center, Inc. located at 3107 South Business Drive.

BEVERAGE OPERATOR'S LICENSE(NEW)(June 30, 2019)

No.	Name	Address
1981	Boutillier, Sara C.	1336 Heermann Court
1977	Bramstedt, Payton R.	607 S. Wisconsin Drive, Howards Grove
1979	Hando, Mark R.	3645 S. 18th Street
0799	Johnson, Mollijayne M.	619 End Court #A
1975	Konieczny, Joseph R.	814 S. 13th Street
6960	Newsome, Michelle	1917A S. 15th Street
1973	Plate, Cynthia M.	2722 S. 9th Street
1974	Prahl, Julie	738 N. 28th Street
1976	Rogers, Lashawnda D S	3006 Geele Avenue
8348	Shalast, Cathline L.	1717 Garden Court
1980	Wray, Electra	611 N. Water Street #814

TAXICAB BUSINESS LICENSE(RENEW) (December 31, 2018)

No.	Name	Address
2997	The Best Taxi	1937 S. Business Drive

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

No.	Name	Address
1982	Bouchard, Robert	819 Humbolt Avenue
1978	Hoag, Alexander M.	1333 Eisner Avenue

Concur.

TAXICAB DRIVERS LICENSE (December 31, 2018)

No.	Name	Address
9554	Champeau, Joseph P.	1821 S. 15th Street
7788	Degroat, Shawn	1614 S. 9th Street
1141	Frank, Jason J.	1504 Michigan Avenue
1663	Goodwin, David L.	1630A S. 8th Street
8177	McKenzie, David J.	632 End Court
9044	Ringel, Tammy L.	1105 Ontario Avenue

MASSAGE ESTABLISHMENT LICENSE(RENEW) (December 31, 2018)

No.	Name	Address
3284	Best Asian Massage	1226 N. 8th Street
2258	Curative Therapies LLC	2829 N. 15th Street
2441	Darling Therapies	604 Erie Avenue
2180	Donna Grady-Massage Therapy	809 N. 8th Street
1112	Entourage Salon & Spa	726 Michigan Avenue
3252	Fantoli Massage & Wellness LLC	4027 S. Business Drive
1205	Jomaji Salon & Spa Inc.	682 South Pier Drive
2437	Paula Kuhn	1508 N. 27th Street

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

8.1

R. O. No. 245 - 17 - 18. By CITY CLERK. December 4, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019.

Law & Lic

City Clerk

CHANGE OF AGENT

Kendall A. Rishel is replacing John Money as agent effective immediately for Maple Lanes Bowling Center, Inc. located at 3107 South Business Drive.

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1205	Jomaji Salon & Spa Inc.	682 South Pier Drive
2437	Paula Kuhn	1508 N. 27th Street

VI

R. C. No. ____ - 17 - 18. By PUBLIC WORKS. December 18, 2017.

Your Committee to whom was referred R. O. No. 244-17-18 by the City Clerk submitting a communication from Kevin Formolo, Principal of Sheboygan South High School, writing a letter in regards to city parking ordinance for streets in the surrounding South High neighborhoods; recommends filing the document.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.6

R. O. No. 244 - 17 - 18. By CITY CLERK. December 4, 2017.

Submitting a communication from Kevin Formolo, Principal of Sheboygan South High School, writing a letter in regards to city parking ordinance for streets in the surrounding South High neighborhoods.

Public Works
ac + file

SOUTH HIGH SCHOOL

11/28/17

Dear Members of City Council:

My name is Kevin Formolo, Principal of Sheboygan South High School, and writing this letter in regards to city parking ordinance for streets in the surrounding South High neighborhoods. The current parking ordinance on Cherry Dr., Orchard Ln. and S. 12th Pl. is stated as 'No Parking during School Hours, 7:00AM to 4:00PM'. There is a petition to the council to have these parking restriction removed. We truly understand the inconvenience this may cause our neighbors and provide caution to those seeking a change and to those who will ultimately make the decision for a change.

As a school, this ordinance has been significant in helping SHS staff manage the student driving and parking behavior for our students, staff and visitors. While our parking lot has ample parking spaces, parking on any of the above listed streets will undeniably create issues for both school officials and community residents. The current ordinance was initially passed in 1994 and sustained two other petitions for removing this ordinance in 2006 and 2015. The initial petition for putting this ordinance in place was related to a litany of problems associated with loitering, littering, noise violations and traffic violations.

Maintaining the ordinance as stated, will continue to foster a positive community environment as it relates to the 180 days of school we are in session. The ordinance forces both students and visitors to park in our parking lot. Even though our entrance has moved to the Westside of the school, parking on any of the above streets will occur as we allow entry/exit to our school through our East Door until 7:45 am and after 3:15 pm. We also allow students to exit the building via doors on the Eastside during lunch from 11:00 am to 12:00 pm.

There may be an assumption that because the Main Office has moved to the Westside of the school, that the stated ordinance is no longer needed. I can assure you students will gravitate to parking in these areas if allowed for the following reasons:

- It is closer to the academic sector of our building, where students have easier access to their am classes and a faster exit to their vehicle during lunch and when school ends.
- Students will be provided with an opportunity to visit their vehicles more routinely and not be supervised as we do supervise activity in our parking lot, but will not be able to provide supervision of our community streets if students are permitted the opportunity to park in those locations.

We are not responsible for off school grounds behavior and this will require residents to report observed issues to the SPD and not to the school. In most situations, we will not have the grounds for which we can enforce school expectations and/or school consequences for poor behavior off-site.

If the council decides to rule in favor of the residents filing for removal of said ordinance, our school recommendations for the council to keep the ordinance as stated during school hours with an exception of parking by permit for residents of those street only.

If you have questions and/or concerns, please do not hesitate in contacting me.

Sincerely,

Kevin Formolo

Kevin Formolo
Principal, South High School
1240 Washington Ave. Sheboygan, WI 53081
920-627-4959 kformolo@sasd.net

II

R. O. No. _____ - 17 - 18. By CITY PLAN COMMISSION. December 18, 2017.

Your Commission to whom was referred Gen. Ord. No. 32-17-18 by Alderpersons Holzschuh and Schneider for an ordinance annexing territory owned by the City to the City of Sheboygan; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 12, 2017, and after due consideration, recommends approval of the General Ordinance.

_____
DIRECTOR OF PLANNING & DEVELOPMENT

rcg

X

Other Matters

8.2

Gen. Ord. No. 32- 17 - 18. By Alderpersons Holzschuh and Schneider.
December 4, 2017.

AN ORDINANCE annexing territory owned by the City to the City of Sheboygan, Wisconsin.

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

Section 1. **Territory Annexed.** In accordance with sec. 66.0223 of the Wisconsin Statutes, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, owned by the City of Sheboygan and lying contiguous to the City, is hereby annexed to the City of Sheboygan, Wisconsin:

Part of the South One-Half (S1/2) of the Southwest Quarter (SW1/4) of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin, described as follows:

Commencing at the South Quarter corner of said Section 9; thence South 89°48'50" West, along the South line of said Section 9 and the centerline of Stahl Road, 253.89 feet to its intersection with the centerline of County Trunk Highway OK; thence continuing South 89°48'50" West along the South line of said Section 9 and centerline of Stahl Road, 912.66 feet to the Point of Beginning; thence North 01°09'24" West, 694.60 feet; thence South 89°35'56" West, 250.02 feet; thence South 01°09'24" East, 693.66 feet; thence North 89°48'50" East along the South line of said Section 9 and the centerline of Stahl Road, 250.04 feet to the Point of Beginning, being subject to Stahl Road along the Southerly 33 feet.

Section 2. **Effect of Annexation.** This ordinance shall take effect upon passage and publication, and upon the filing of seven (7) certified copies of this ordinance in the office of the Secretary of the Department of Administration of the State of Wisconsin, together with seven (7) copies of a plat showing the boundaries of the territory attached to the City. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. **Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the 23rd Ward, 10th Aldermanic District, 10th Supervisory District, 26th Assembly District and the 9th

City Plan

WP&L annex

Senatorial District, subject to the ordinances, statutes, rules and regulations governing wards and districts.

Section 4. **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. **Zoning.** Upon recommendation of the Plan Commission, the territory annexed to the City by this ordinance is temporarily zoned as Suburban Industrial (SI), a designation that is consistent with the City of Sheboygan Comprehensive Plan for that area.

Susan J. Holzschuh

Lauramarie Trestin

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____.

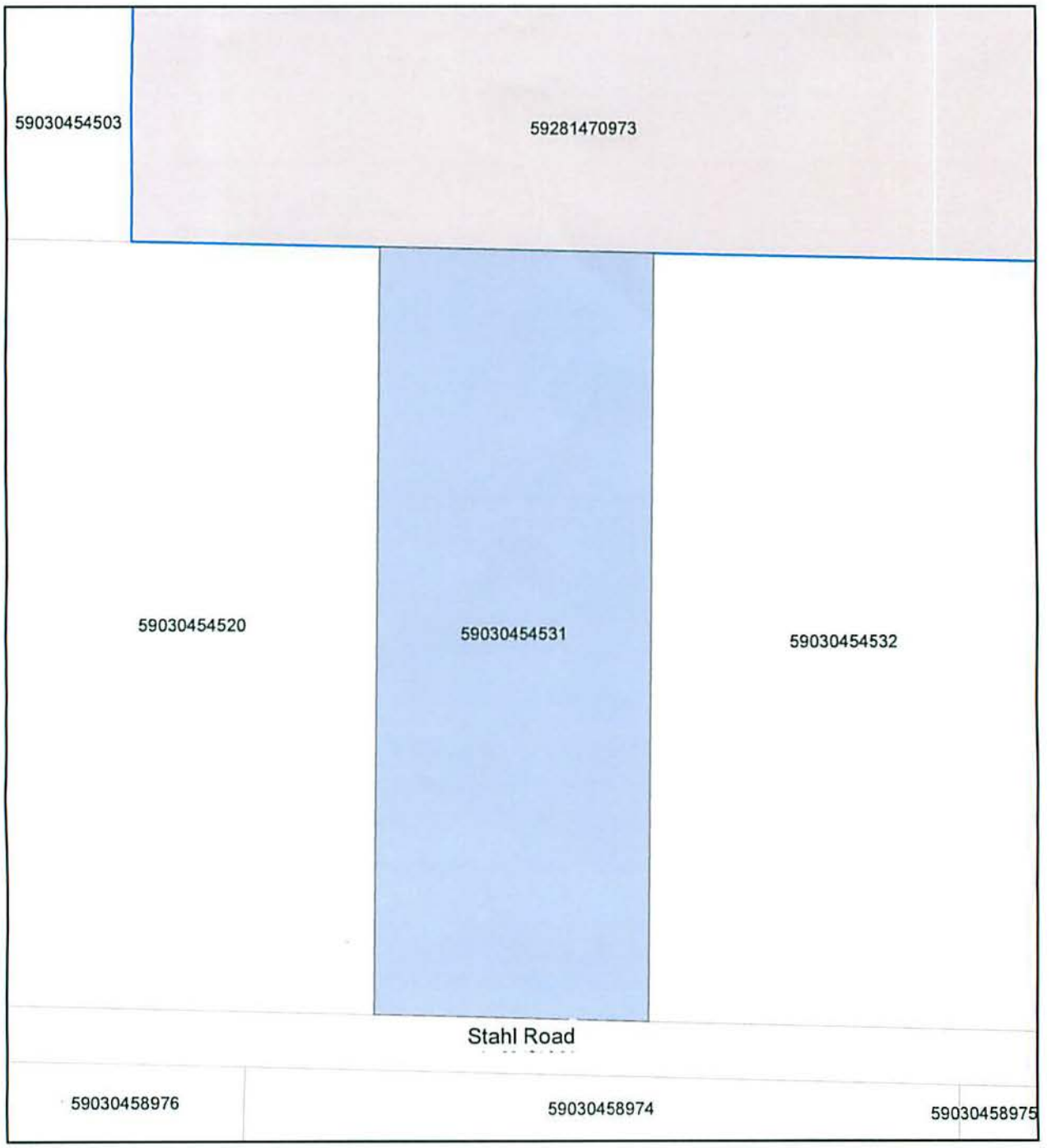
Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Proposed Annexation of Parcel 59030454531

Part of the South One-Half (S1/2) of the Southwest Quarter(SW1/4) of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin, described as follows:

Commencing at the South Quarter corner of said Section 9; thence South 89°48'50" West, along the South line of said Section 9 and the centerline of Stahl Road, 253.89 feet to its intersection with the centerline of County Trunk Highway OK; thence continuing South 89°48'50" West along the South line of said Section 9 and centerline of Stahl Road, 912.66 feet to the Point of Beginning; thence North 01°09'24" West, 694.60 feet; thence South 89°35'56" West, 250.02 feet; thence South 01°09'24" East, 693.66 feet; thence North 89°48'50" East along the South line of said Section 9 and the centerline of Stahl Road, 250.04 feet to the Point of Beginning, being subject to Stahl Road along the Southerly 33 feet.



Legend

- Parcel Proposed for Annexation
- City of Sheboygan Parcels

180 90 0 180 Feet

N W E S

II

R. O. No. _____ - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting a communication from Sheboygan Senior Community to request relief and assistance from the City of Sheboygan with respect to an issue arising out of a Development Agreement between SSC and the City, which was dated April 27, 2006.

Finance + Personnel

_____
CITY CLERK

Sheboygan Senior Community

Short Term Rehab • Assisted Living
Skilled Nursing Care

RECEIVED
DEC - 1 2017
MAYORS OFFICE
SHEBOYGAN, WISCONSIN

November 28, 2017

Mayor Michael Vandersteen
828 Center Ave, Suite 301
Sheboygan, WI 53081

Alderman Andrew Ross
310 St. Claire Ave.
Sheboygan, WI 53081

Alderman Todd Wolf
Common Council President
523 Columbus Drive
Sheboygan, WI 53081

Dear Mayor Vandersteen, Alderman Ross and Alderman Wolf:

As president of the Board of Directors of Sheboygan Senior Community, Inc. ("SSC"), I write to request relief and assistance from the City of Sheboygan (the "City") with respect to an issue arising out of a Development Agreement between SSC and the City, which was dated April 27, 2006 (the "Development Agreement"). While I know you may be familiar with the situation, I will provide some background in further explanation.

Prior to April, 2006, SSC acquired real property within the boundaries of Tax Incremental District 13 (TID 13) to develop a four-story residential condominium building consisting of approximately 70 senior housing units at an estimated cost of $12,500,000 (the "Project"). In order to undertake and complete this Project with the resulting tax producing revenue for the City, SSC required financial assistance from the City in the form of incentive payments based on the incremental tax revenue in TID 13 resulting from the completion of the Project. Against this backdrop, the Development Agreement was executed. The Development Agreement called for an annual incentive payment based on 90% of the revenue from the tax increment over and above a base of $294,400.00 ("Tax Increment Revenue"). This annual payment was to continue for a maximum period of ten 10 years and up to a maximum aggregate of $2,500,000.00. I can tell you that the Board and management of SSC absolutely believed SSC would receive 10 payments since the project was certain to be completed in early 2007.

3505 County Road Y • Sheboygan, WI 53083
(920) 458-2137 • fax (920) 458-5922
www.retiresheboygan.com

The Project was moving to completion in early 2007, when the actions of an arsonist substantially damaged/destroyed the Project. Despite the adversity and complexity created by this event, SSC persevered to complete the Project.

Several years later, SSC was informed by the State of Wisconsin that it would be required to make very expensive improvements to its existing assisted living and nursing home structure (the "Structure"), adjacent to the Project. After much deliberation, it was determined that making such expensive improvements to the Structure, given its age and the dramatically changing demographics of the population served by the Structure, was not economically feasible. An exhaustive search began, with first thoughts to build near the Project or within the city limits. Unfortunately, those site opportunities could not be found and a site on the corner of County Y and Mueller Road was selected. And, as you know, SSC ultimately sold the existing structure to The Founders Club, who converted it to dormitory style housing and has placed it back on the tax rolls for the first time since before 1970. While we have moved our assisted living and senior nursing operations outside of Sheboygan, we maintain a contractual/historical commitment to Landmark Square.

Fast-forward to 2017 and after inquiries with the City Finance Director, SSC learned that it would not be receiving one additional payment-the 10th payment. We were told that the Development Agreement provided for payments up to a maximum of 10 years, which began in 2008. Since there was no payment in 2008, and the 10 years ends at the end of 2017, SSC would receive 9 payments which totaled under 2,500,000.00 incentive maximum. All of this came as a shock given that the Project was completed in 2007 and thus fully taxable in 2008. Indeed the assessed valuation on January 1, 2008 was $8,963,700.00 although SSC received no incentive in 2008. Unfortunately, SSC finances are extremely tight and our budget was absolutely based on receiving one additional payment of approximately $186,000.00, which would have brought us to the maximum payout of $2,500,000.00.

We have discussed this matter with the person who was our Executive Director at the time of the negotiation of the Development Agreement, Michael Basch, and Board members, and they too are surprised at this result. They indicate their expectation was for SSC to receive 10 payments with a maximum of $2,500,000.00. We would submit that all parties involved in the negotiation of the Development Agreement knew and expected the project would be completed in 2007, with the city receiving a substantially increased valuation on the property upon which the Project was built. If the current interpretation by the City Finance Director is permitted, SSC would not only not receive a payment in 2008, when the property was assessed at $8,963,700 and for which the city received approximately $217,000, but in 2018 when the property will produce tax revenue in excess of $300,000.00. In further investigating this matter, we were informed of a communication from Nancy Buss to City Attorney Steven MacLean dated July 21, 2009 and a memorandum back to Nancy Buss, a copy of which is attached. We were never informed of this communication and would certainly have acted immediately at that time if been so informed.

SSC believes the commitment period should be considered delayed until 2009. This interpretation is supported by the facts and circumstances and justified by the provisions of Article IX Force Majeure of the Development Agreement. Accordingly, we are requesting that the City/Common Council either direct the City Finance Director to make the 10th payment in 2018 equal to 90% of the Tax Increment Revenue, or that the Development Agreement be amended to so provide. We understand that this matter will be referred to a Common Council committee (most likely Finance) for review and then referral back to the Common Council for final disposition.

If we are incorrect in this understanding, please contact us with the correct process. Please also inform us of relevant meetings, as we do plan on being in attendance.

Very truly yours,

Paul Treffert
Executive Director

Cc: Lynn Coady, President, SSC Board of Directors
David Van de Water, Vice-President, Board of Directors
Pastor Cindy Thompson, Finance Chairperson, Board of Directors
Marcy Kerpe, Secretary, Board of Directors
Perry Fritz, Director
Steve Hamer, Director
Meg Trager, Director
Brian Gensch, Director
Keith Isken, Director
Michael Basch, Past Executive Director
Jim Houwers, Past Board President
Michael Strege, Bank First National
Michael Molepske, Bank First National
Brian Deaner, USDA
Jim Holmes, Landmark Square, Condo Association President
Rohde Dales LLP Attn: David Gass

II

R. O. No. _____ - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting a communication from Frank and Mary Koczan regarding the expansion of Sheboygan's tax base and the impact of the Armory upon that expansion.

Finance
Personnel

_____
CITY CLERK

Frank & Mary Koczan
2829 Erie Ave.
Sheboygan WI 53081

December 13, 2017

Alderpersons
City of Sheboygan Common Council
814 Center Ave.
Sheboygan WI 53081

We are writing to ask you to include the topic of "the expansion of Sheboygan's tax base and the impact of the Armory upon that expansion" be included on the agenda for the meeting of the Common Council scheduled for Monday December 18, 2017.

We are making this request at the instructions of a City Clerk employee who identified herself as Meredith. Her instructions told us that we needed to submit documents for consideration. We have included those documents with this letter and hand delivered them to the Clerk's office.

These documents include several maps that focus on the "Innovation District" proposed for Indiana Avenue. The recent articles in the Sheboygan Press regarding this Innovation District as well as subsequent news of the expansion of the business park on Sheboygan's south side by "hundreds of acres" was the stimulus for our request to put this matter on the agenda.
Along with these maps, we submit this letter containing the following rationales for making such a request.

First, it is undeniable that any city needs to expand its tax base and Sheboygan has done an admirable job. If you refer to planning documents, especially the planning newsletters and the plans for the City for the next decade, you will see that there is significant expansion of the tax base that has already been accomplished, is in process and is planned for the future.

In particular, the Indiana Avenue Innovation District (featured in the Sheboygan Press), which describes development along Indiana Avenue from 11th Street to the lake front and includes development of the former Pent-Air company property shows a very significant increase in the acres of land that will be developed. The footprint of the Armory is only 2.6 acres (by my calculations) and when it is illustrated on the maps of the Innovation District, is seen to represent a very small, if not insignificant portion of the tax base expansion.

Further, when that footprint of the Armory (to scale) is imposed upon a rectangle representing a 200 acre proposed expansion of the business park (to the same scale) it truly illustrates that the Armory's contribution to the expanded tax base is insignificant.

Second, there are reasons to preserve the Armory as a venue. Despite assertions that the Armory duplicates other venues, a critical look at those venues will show that that is not so. The new "Encore" pavilion is an outdoor venue and the Armory is an indoor venue – a critical consideration given our climate. The assertion that we already have an indoor venue at the Stephanie Weill theatre overlooks the fact that it is fitted with upholstered seats and carpeted aisles. It is not what casual, informal audiences expect when they attend a rock music or country music concert. Such audiences want to stand, move close to the stage and perhaps even dance. In other words, the Armory is the venue that suits these events and the audiences they will attract.

Moreover, Chad Pelishek declared that the building IS structurally sound despite a leaking roof and boarded-up windows. It is, after all, a cast concrete building. In that respect, it must be remembered that it was built in 1941 as a project of the WPA (Works Projects Administration) and as such is a symbol of the United States' resilience and resourcefulness in overcoming the challenges of the Great Depression. The value of this symbol grows in importance as each successive generation is is removed from that traumatic time.

On a personal note, our parents lived through the Depression and shared their experiences with us. However, our children never heard their stories and their children are even less likely to be aware that there was a Great Depression at all. The Armory is an inspiring symbol of when America demonstrated its greatness in the face of terrible adversity.

The Armory should be spared from demolition. It has the potential to be developed into an attraction that makes Sheboygan a destination, but more than that, and it represents a link to our past and our heritage. Its value is much more than tax revenue. Its value is beyond measure.
It is said that there are people who know the price of everything and the value of nothing. Let us not be guilty of that charge.

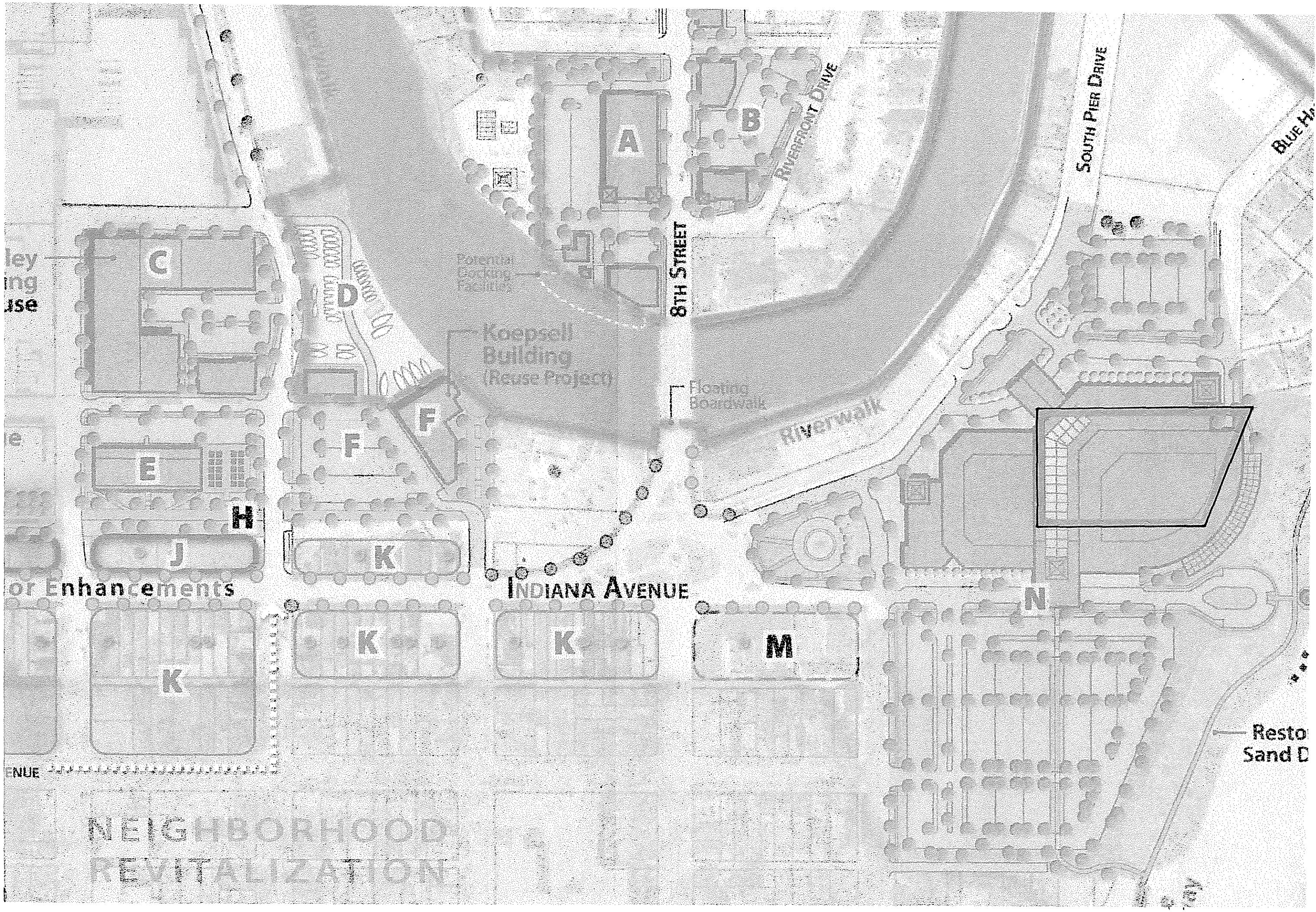
In closing, we want you to consider these two scenarios.
First, for every person who comes to the Antiques Roadshow with an item that they got dirt cheap or even picked out of a dumpster only to have it appraised in the tens of thousands of dollars, there is another person who let that item go or threw it away and now slaps their forehead in anguish saying "Oh, for dumb!"
Then there are the Atlanta Falcons - 25 years ago this year - who didn't realize what an asset they had in Brett Favre. They traded Favre to the Packers for a 19th overall draft pick in 1992. For that pick they drafted a running back – Tony Smith – whose entire NFL career consisted of 329 total yards rushing and two TDs. In perspective, that might have been a single game's output for Favre. We can be sure that they are filled with regret and anguish every time they think about that ill-considered trade.

Let's not repeat their sad histories. Let's not subject ourselves to the same anguish and regret.

Respectfully,

Frank Koczan

Mary Koczan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South Pier Drive
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Koepsell Building (Reuse Project)
Floating Boardwalk
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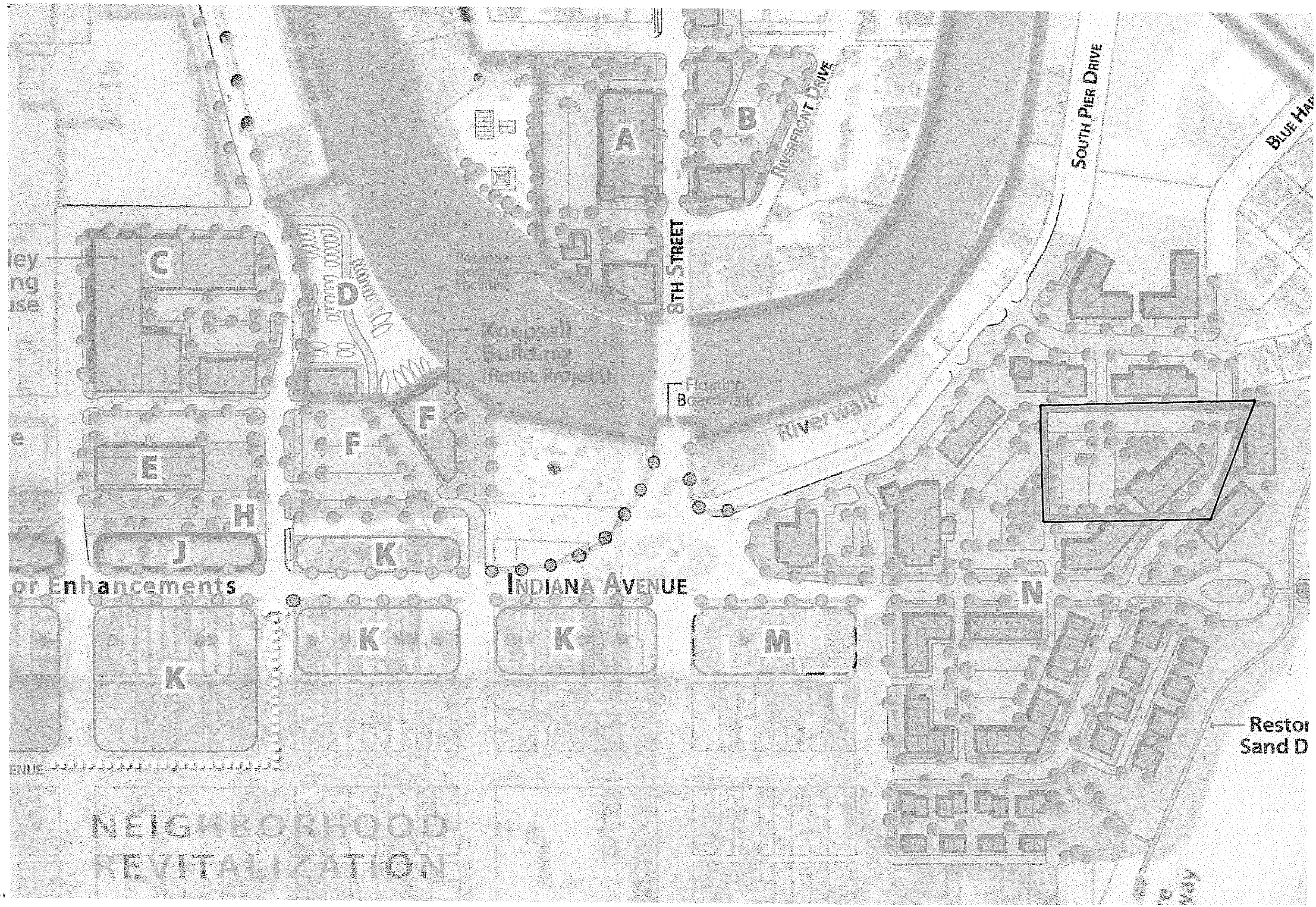
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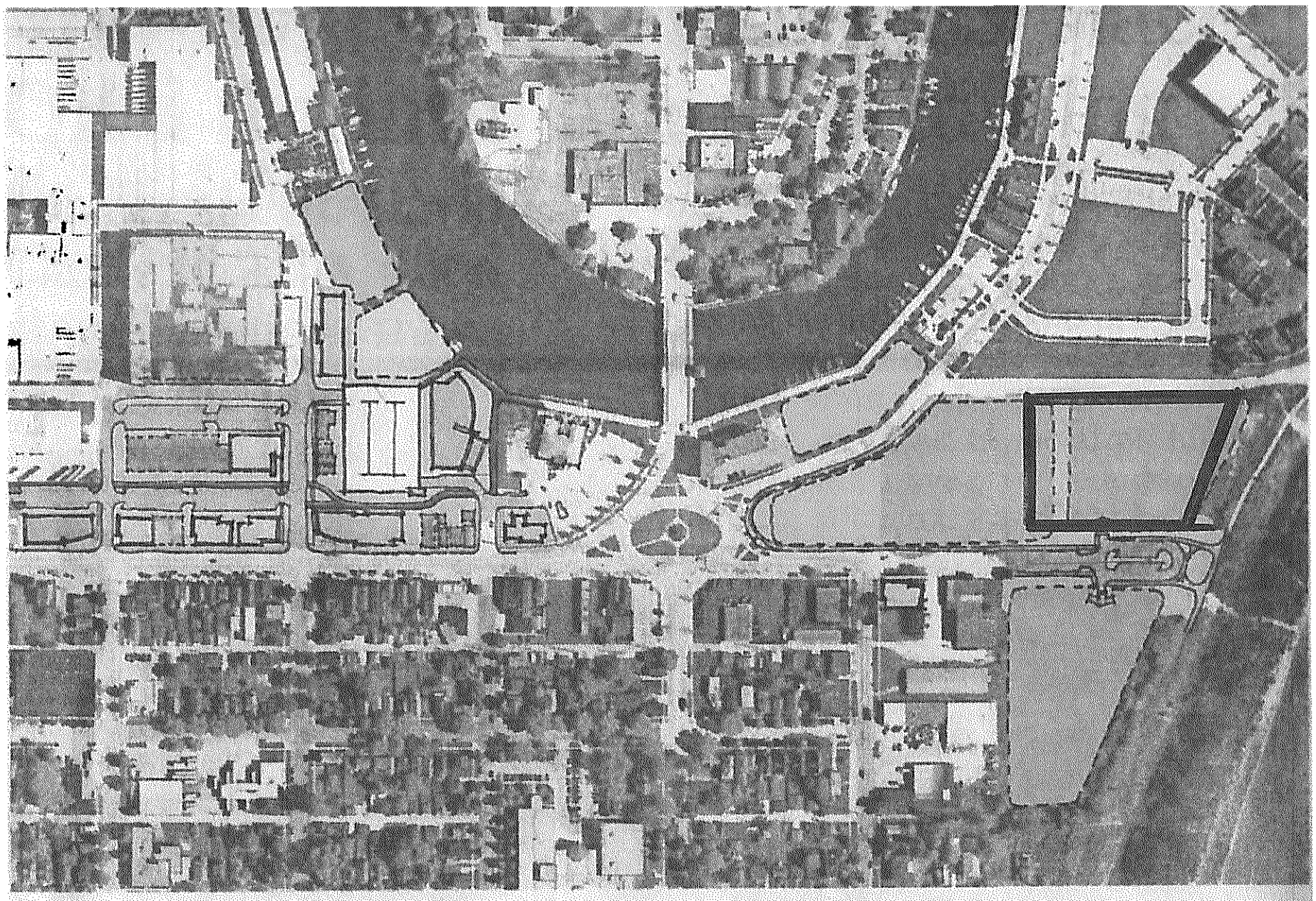
8TH STREET
RIVERFRONT DRIVE
SOUTH PIER DRIVE
Potential Docking Facilities
Koepsell Building (Reuse Project)
Floating Boardwalk
Riverwalk
INDIANA AVENUE
or Enhancements
NEIGHBORHOOD REVITALIZATION



Innovation District potential layout along Indiana Avenue in Sheboygan PHOTO

2.6 ACRES

200 ACRES

II

R. O. No. _____ - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client when a City of Sheboygan Ambulance rear ended the car he was a passenger in.

Finance + Personnel

_____
CITY CLERK

Claim 23-17

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# * JOHN D. GEORGIN
* MICHAEL RYAN
*† LINCOLN K. MURPHY
* DARRYL J. LEE
* JEREMY T. CHAVEZ

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by The National Board of Trial Advocacy

December 1, 2017

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Gavin Kraemer
Date/Injury: 10/04/17

To Whom It May Concern:

Enclosed herewith please find an original and one (1) copy of the Notice of Injury Form relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Lincoln K. Murphy
Lincoln K. Murphy

LKM/to
Enclosure

12-4-17
4:00P

NOTICE OF INJURY

TO: City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

City of Sheboygan
Mike Romas, Chief
1326 N. 25th Street
Sheboygan, WI 53081

Pursuant to the provisions of Sec. 893.80(1)(a) the claimant, Gavin Kraemer, a minor, residing at 828 N. 10th St., Apt 204, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

1. The attorneys for Gavin Kraemer, an minor resident of the City of Sheboygan, residing at 828 N. 10th St Apt 204, are GENDLIN, LIVERMAN & RYMER, S.C., 10335 W. Oklahoma Ave. Suite 300, Milwaukee, WI 53227.

2. That Gavin Kraemer sustained serious personal injuries at approximately 4:52 p.m. on October 4, 2017, at 1600 block of Erie Avenue, in the City and County of Sheboygan, when a City of Sheboygan Ambulance, driven by Ryan Shaw, failed to maintain proper lookout, failed to maintain safe distance, proper control and speed of his vehicle, resulting in Mr. Shaw rear ending the vehicle Gavin Kraemer was a passenger in.

3. That a proximate cause of said injuries was the negligence of City of Sheboygan and its employee or agent Ryan Shaw, causing serious injuries.

4. That as a result of the aforestated incident, Gavin Kraemer sustained serious personal injuries, pain, suffering and disability and incurred medical expenses.

5. That as a result of the aforestated incident and negligence, Alicia Kraemer, as mother of Gavin Kraemer, incurred, and will in the future continue to incur, medical expenses, and further has suffered, and will in the future suffer, the loss of society and companionship of her child Gavin Kraemer.

6. That the undersigned is one of the attorneys for Gavin Kraemer, and is, therefore, authorized to give this Notice of Injury and certifies that the above-described injury, damage or death actually occurred, that I have read the above notice and that the same is true to my knowledge except for those matters stated upon information and belief and as to those matters, I believe the same to be true.

Dated at Milwaukee, Wisconsin, this 30th day of November, 2017.

GENDLIN LIVERMAN & RYMER, S.C.

BY: _____
Lincoln K. Murphy

P.O. ADDRESS
Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227
(414) 272-3399

STATE OF WISCONSIN
COUNTY OF Racine
Subscribed and sworn to before me this
This 30th day of November, 2017

_____
Notary Public
My commission is permanent or expires on is permanent.

II

R. O. No. _____ - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting a claim from Gendlin, Liverman & Rymer, S.C. for alleged injuries to their client, Alicia Kraemer, when a City of Sheboygan Ambulance rear ended the car she was driving.

Finance + Personnel

_____
CITY CLERK

Claim 24-17

GENDLIN, LIVERMAN & RYMER, S.C.

10335 W. OKLAHOMA AVE., STE. 300
MILWAUKEE, WI 53227
PHONE: (414) 272-3399
FAX: (414) 272-6659

PERSONAL INJURY
ATTORNEYS

*MICHAEL J. GENDLIN
*ANDREW R. LIVERMAN
*†TIMOTHY J. RYMER
* LOUIS E. BAUREIS
# * JOHN D. GEORGIN
* MICHAEL RYAN
*† LINCOLN K. MURPHY
* DARRYL J. LEE
* JEREMY T. CHAVEZ

* Licensed in Wisconsin
# Licensed in Ohio
† Certified Civil Trial Specialist by
The National Board of Trial Advocacy

December 1, 2017

City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

RE: Notice of Injury Form
Our Client: Alicia Kraemer
Date/Injury: 10/04/17

To Whom It May Concern:

Enclosed herewith please find an original and one (1) copy of the Notice of Injury Form relative to the above matter. I would appreciate if you would indicate the date of receipt and filing on one of the enclosed copies.

Thank you for your anticipated cooperation.

Very truly yours,

GENDLIN, LIVERMAN & RYMER, S.C.

By: Lincoln K. Murphy
Lincoln K. Murphy

LKM/to
Enclosure

12-4-17
4:00p

NOTICE OF INJURY

TO: City Hall
Susan Richards, City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

City of Sheboygan
Mike Romas, Chief
1326 N. 25th Street
Sheboygan, WI 53081

Pursuant to the provisions of Sec. 893.80(1)(a) the claimant, Alicia Kraemer, an adult, residing at 828 N. 10th Street Apt 204, in the City and County of Sheboygan, State of Wisconsin, herewith gives notice of injury giving rise to a future claim for relief in the form of monetary damages as set forth below:

1. The attorneys for Alicia Kraemer, an adult resident of the City of Sheboygan, residing at 828 N. 10th Street Apt 204, are GENDLIN, LIVERMAN & RYMER, S.C., 10335 W. Oklahoma Ave. Suite 300, Milwaukee, WI 53081.

2. That Alicia Kraemer, sustained serious personal injuries at approximately 4:52 p.m. on October 4, 2017, at 1600 block of Erie Avenue, in the City and County of Sheboygan, when a City of Sheboygan Ambulance, driven by Ryan Shaw, failed to maintain proper lookout, failed to maintain safe distance, proper control and speed of his vehicle resulting in Mr. Shaw rear ending Ms. Kraemer's vehicle causing her to strike the vehicle in front of her.

3. That a proximate cause of said injuries was the negligence of the City of Sheboygan and its employee or agent Ryan Shaw, causing serious injuries.

4. That as a result of the aforestated incident, Alicia Kraemer sustained serious personal injuries, pain, suffering and disability and incurred medical expenses, loss of earnings, and damage to her property.

5. That the undersigned is one of the attorneys for Alicia Kraemer, and is, therefore, authorized to give this Notice of Injury and certifies that the above-described injury, damage or death actually occurred, that I have read the above notice and that the same is true to my knowledge except for those matters stated upon information and belief and as to those matters, I believe the same to be true.

Dated at Milwaukee, Wisconsin, this 30th day of November, 2017.

GENDLIN LIVERMAN & RYMER, S.C.

BY: _____
Lincoln K. Murphy

P.O. ADDRESS
Suite 300
10335 W. Oklahoma Ave.
Milwaukee, WI 53227
(414) 272-3399

STATE OF WISCONSIN
COUNTY OF Racine
Subscribed and sworn to before me this
This 30th day of November, 2017

_____
Notary Public
My commission is permanent or expires on is permanent.

II

R. O. No. _____ - 17 - 18. By CITY CLERK. December 18, 2017.

Submitting a communication from Richard Allan Lampe Jr. requesting a waiver from the Sex Offender Residency requirements in order to reside at 2521 N. 15th Street.

Public Safety

_____
CITY CLERK

DEC 7'17 PM 3:23

Date: 12-7-17

My name is: Richard Allan Lampe JR

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
2521 N 15th Sheboygan, WI 53083

Signature: [illegible]

Phone Number: 920-331-1479

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

Res. No. ____ - 17 - 18. By Alderpersons Wolf and Draughon.
December 18, 2017.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan, and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Amy R. Seibel of Seibel Law Offices LLC as outside legal counsel to represent the City of Sheboygan in the defense of the lawsuit filed by Wal-Mart Stores, Inc., Sheboygan County Circuit Court Case No. 2017CV000616.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on the Insurance Claims Administration Account No. 70511010-521900 in payment of same.

Suspend

Pass

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 17 - 18. By Alderperson Draughon. December 18, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase one new platform style ladder truck for the City of Sheboygan Fire Department.

WHEREAS; The Sheboygan Fire Department created an equipment replacement schedule many years ago to insure that its fleet of fire and rescue apparatus remains dependable and compliant to national standards (NFPA), and;

WHEREAS; in concert with the replacement schedule, a frontline vehicle in the Sheboygan Fire Department Fleet has been identified as to being both ready and eligible for replacement. City of Sheboygan Fire Department staff have spent a great deal of effort in identifying and specifying a suitable and budget mindful replacement, and included same in the 2018 Capital Improvements Budget, and;

WHEREAS; The Sheboygan Fire Department has diligently worked to specify a vehicle and equipment package that meets all of its needs yet is respectful of budgetary constraints while enhancing safety.

WHEREAS; Over the past many years The Sheboygan Fire Department has found that Fire Fighting apparatus manufactured by Pierce Inc. of Appleton WI to be some of the best in the industry and has made a conscious effort to standardize its fleet with Pierce equipment and;

WHEREAS; The responsibility for the regular maintenance and repair of the entire Sheboygan Fire Department fleet has been assumed by the Department of Public Works Motor Vehicle Division and the close proximity and willingness of Pierce Manufacturing has resulted in the City taking advantage of nearby support, replacement parts and on-going training offered to Pierce Manufacturing customers, and:

WHEREAS; The Purchase of this ladder truck includes a generous pre-payment discount which will allow the Sheboygan Fire Department to purchase a platform style truck in lieu of a traditional ladder. It is felt that the platform style truck will enhance the safety of Firefighters and those being rescued as well as allow for more precise placement of water when faced with a fire incident above one or two stories in height. In addition, the vehicle to be replaced will be sold following receipt of the new truck. The truck to be replaced has a current estimated value of $130,000.00 to $ 150,000.00 and would be suitable for use by a Fire Department providing fire protection to a smaller community.

Public Safety

WHEREAS; In order to take advantage of the prepayment discount, the City of Sheboygan will need to make payment in full to Pierce Manufacturing no later than February 1, 2018 and;

RESOLVED: That the Purchasing Agent is hereby authorized to enter into a purchase agreement with Pierce Manufacturing Inc. of Appleton WI for the purchase of one Heavy Duty Platform style ladder truck in the amount of $ 1,080,000.00 including the pre-payment discount and that the need for competitive bidding is hereby waived due to the sole source exclusion, and;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw payments on account # 47722100-641100 (2018 Capital Improvements) in payment of same:

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. - 17 - 18. By Alderperson Wolf. December 18, 2017.

A RESOLUTION authorizing advertising for bids for construction and implementation of the new Sheboygan A's light project in the Wildwood Baseball Complex.

RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids for the construction of a six and eight light pole design, called the Sheboygan A's Light Project, located at the Wildwood Baseball Complex at 2328 New Jersey Avenue, according to plans and specifications prepared by Musco Lighting, and submit a resume of bids received and accepted to the Common Council for further consideration.

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

ITEM DESCRIPTION: Request to approve authorization of advertising for bids for implementation and construction of new lights and poles at the Wildwood Baseball complex.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: December 13, 2017 **MEETING DATE:** December 18, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:
The City of Sheboygan has been working with the Sheboygan A's to replace field lighting at the Wildwood Baseball Field Complex. The estimated cost for the project is around $425,000.

STAFF COMMENTS:
Through the Sheboygan A's fundraising campaign, donations and commitments of $395,000 for the project have been secured. City staff and representatives of the Sheboygan A's are confident that this is enough to start the project while fundraising continues. The City budgeted $80,000 in 2017 for this project. The Department of Public Works will facilitate the bidding and constructions of the lighting project.

ACTION REQUESTED:
Motion to request the Public Works Committee recommend to the Common Council to authorize advertising for bids for the Sheboygan A's Lighting Project.

ATTACHMENTS:
Ballpark Vitalization Account

Sheboygan Athletic Club
Ballpark Vitalization Account
Updated December 1, 2017

Year 2017 Contributions

Fund Raising Campaign	Date	Amount	Balance	Notes
Year End 2016 Balance FWD	11-Jan-17	$ 106,021.55	$ 106,021.55	Contribution includes $50,000 PLENCO & $50,000 Brotz Foundation
Can Contributions	6-Oct-17	$ 678.50	$ 106,700.05	
Donations	6-Oct-17	$ 1,624.25	$ 108,324.30	
Interest Earned	21-Sep-17	$ 525.60	$ 108,849.90	
Jackson Club	27-Jun-17	$ 1,825.00	$ 110,674.90	
Jersey Sales	13-Jul-17	$ 150.00	$ 110,824.90	
Memorials	27-Jul-17	$ 1,720.00	$ 112,544.90	
Moyer Recognition	6-Jul-17	$ 2,622.00	$ 115,166.90	
Pledgathon	27-Jul-17	$ 50.00	$ 115,216.90	
Scoreboard Payment	31-Mar-17	$ 1,500.00	$ 116,716.90	
Vitalization Contributions	2-Oct-17	$ 21,750.00	$ 138,466.90	Kohler $16,750 & Aurora $5000
Account Transfer	30-Sep-17	$ 8,532.18	$ 146,999.08	
SBA Gift	10-Oct-17	$ 100,000.00	$ 246,999.08	

Other Lighting Commitments				Funding Designation
Kohler Contribution 2018-19		$ 33,000.00		Lighting ($16,500 each year 2018-2019)
City of Sheboygan		$ 80,000.00		Lighting
City of New Holstein Light Purchase		$ 35,000.00		Lighting
Other Vitalization Commitments				
Sargento		$ 50,000.00		Concession Stand
Gutschow Foundation		$ 100,000.00		Social Deck(s)

VI

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
December 18, 2017.

Your Committee to whom was referred R. O. No. 243-17-18 by City Clerk submitting a request from the Village of Kohler ("Village") for City of Sheboygan to construct improvements to the City's portion of Union Avenue and for approval to connect the proposed Aurora development to city water and sanitary sewer mains; recommends filing the document and directing the City Administrator to commence negotiations with the Village of Kohler relative to the intergovernmental agreement for the Aurora development.

rep.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.4

R. O. No. 243- 17 - 18. By CITY CLERK. December 4, 2017.

Submitting a request from the Village of Kohler ("Village") for City of Sheboygan approval to construct improvements to the City's portion of Union Avenue and for approval to connect the proposed Aurora development to city water and sanitary sewer mains.

Finance + Personnel

ac + file

CITY CLERK

Village of Kohler
A Garden Community

CLERK-TREASURER
920-459-3873

PUBLIC WORKS
920-459-3881

FAX: 920-459-5668

319 HIGHLAND DRIVE
KOHLER, WISCONSIN 53044
www.kohlervillage.org

November 30, 2017

Via e-mail: mayor.vandersteen@sheboyganwi.gov and US mail

The Honorable Michael J. Vandersteen, Mayor
CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

Re: Village of Kohler ("Village") Request for City of Sheboygan ("City") Approval to Construct Improvements to The City's Portion of Union Avenue and for Approval to Connect the Proposed Aurora Development to City Water and Sanitary Sewer Mains

Dear Mayor Vandersteen:

This is a follow-up to our November 16, 2018 meeting that included representatives from Aurora Health Care, Inc. ("Aurora") the Village, City, Town of Sheboygan ("Town") and Sheboygan County ("County"). Aurora presented this group of local officials with a Conceptual Submission dated November 9, 2017 for the development of the Aurora Medical Center Sheboygan County ("the Aurora Development") The Aurora Development is proposed to consist of a three level, 420,000 square foot in-patient/out-patient medical complex. A copy of the Conceptual Submission is attached.

The Aurora Development is to be located on approximately 57 acres of land that Aurora intends to lease from the Kohler Co. located north of Union Avenue between I-43/Campus Drive on the west and Taylor Drive on the east.

Municipal jurisdiction of the Union Avenue right-of-way and its intersection at Taylor Drive is shared by the Village, City, Town and County. Approximately the north half of Union Avenue is located in the Village and parts of the south half are located in the City and parts are located in the Town. The intersection of Union Avenue at Taylor Drive is under County jurisdiction. The Village seeks to initiate the multi-jurisdictional review and approval of proposed upgrades to Union Avenue and the Taylor Drive intersection in order to facilitate the safe and orderly development of this area to support the Aurora Development.

In addition, the City, Village and County, pursuant to a 2015 Water Main Conveyance Agreement, approved the extension of a twelve-inch (12") water main in Union Avenue and Campus Drive to provide greater water pressure to the UW Campus which is owned

by the County and located north of the proposed Aurora Development. The County and the City through the Sheboygan Water Utility (the "SWU") shared the construction cost for this twelve-inch (12") water main. The County built the twelve-inch (12") water main and upon completion conveyed ownership to the SWU for operation as part of the City's water supply system.

The 2015 Water Main Conveyance Agreement provides that future connections to this water main for development located in the Village is subject to the prior written consent and approval of the Common Council of the City. Therefore, the Village seeks consent and approval of the Common Council to connect the Aurora Development to the twelve-inch (12") water main located in Union Avenue and Campus Drive and operated by the SWU.

With respect to wastewater treatment services for the Aurora Development, the Village transmits its wastewater from its sanitary sewer collection system to the Sheboygan Wastewater Treatment Plant ("WWTP) for treatment pursuant to the 1975 Joint Sewage Treatment Agreement, as amended. The Village seeks consent and approval from the City to authorize the Aurora Development to discharge its wastewater to the City's WWTP for treatment.

Please consider this letter to be the initial formal Village request for City approval to construct improvements in the City's portion of the Union Avenue right-of-way and for approval to provide the Aurora Development with water and sanitary sewer services. We recognize that the requested approvals involve complex multi-jurisdictional and technical review.

We look forward to working with all interested parties to ensure that the public infrastructure required and approved for the Aurora Development is planned, designed, constructed and operated for the benefit of the entire Sheboygan community.

Very truly yours,

Thomas R. Schnettler, President
Village of Kohler

ec: See attached email distribution list

E-mail Distribution List

City of Sheboygan

Darrell Hofland, City Chief Administrator (darrell.hofland@sheboyganwi.gov)
Susan Richards, City Clerk (SRichards@ci.sheboygan.wi.us)
Chuck Adams, City Attorney (charles.adams@sheboyganwi.gov)
David Biebel, City Director of Public Works (David.Biebel@sheboyganwi.gov)
Joe R. Trueblood, Sheboygan Water Utility Executive Director (joetrueblood@sheboyganwater.org)

Town of Sheboygan

Daniel W. Hein, Town Chairperson (dan@townofsheboygan.org)
Cathy Conrad, Town Clerk (cathy@townofsheboygan.org)
William Blashka, Town Director Public Works (williamblashka@townofsheboygan.org)

County of Sheboygan

Thomas G. Wegner, County Board Chairperson (Thomas.Wegner@SheboyganCounty.com)
Adam N. Payne, County Administrator (adam.payne@SheboyganCounty.com)
James TeBeest, County Director Building Services (jim.tebeest@SheboyganCounty.com)
Greg Schnell, County Transportation Director (greg.schnell@sheboygancounty.com)

Village of Kohler

Laurie Lindow, Village Clerk, Treasurer (llindow@kohlervillage.org)
Brett Edgerle, Village Director of Public Works (bedgerle@kohlervillage.org)
Michael J. Bauer, Village Attorney, (mike.bauer@hopplaw.com)

Aurora Healthcare Inc.

Jason Neitzel, Aurora Director of Construction (Jason.neitzel@aurora.org)

Mortenson Construction

Kurt Theune, Mortenson Construction Executive (kurt.theune@mortenson.com)

HGA, Inc.

Nicholas Burris, Project Architect (Nburris@hga.com)

Graef Civil Engineers

Steven Fisco, Graef Project Engineer (steven.fisco@graef-usa.com)

Aurora Health Care®

AURORA MEDICAL CENTER SHEBOYGAN COUNTY

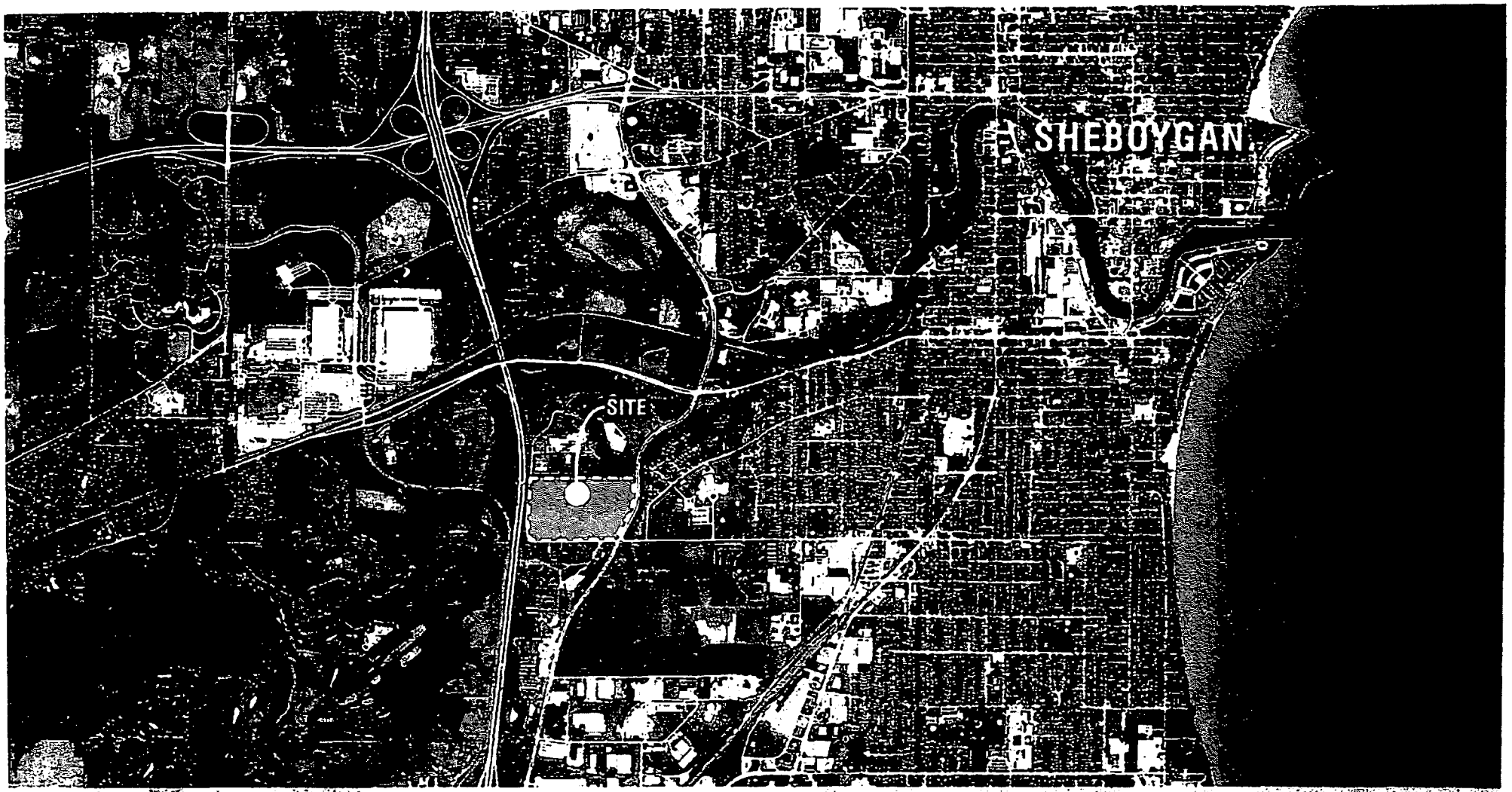
Village of Kohler Conceptual Submission

November 9, 2017

Project Team

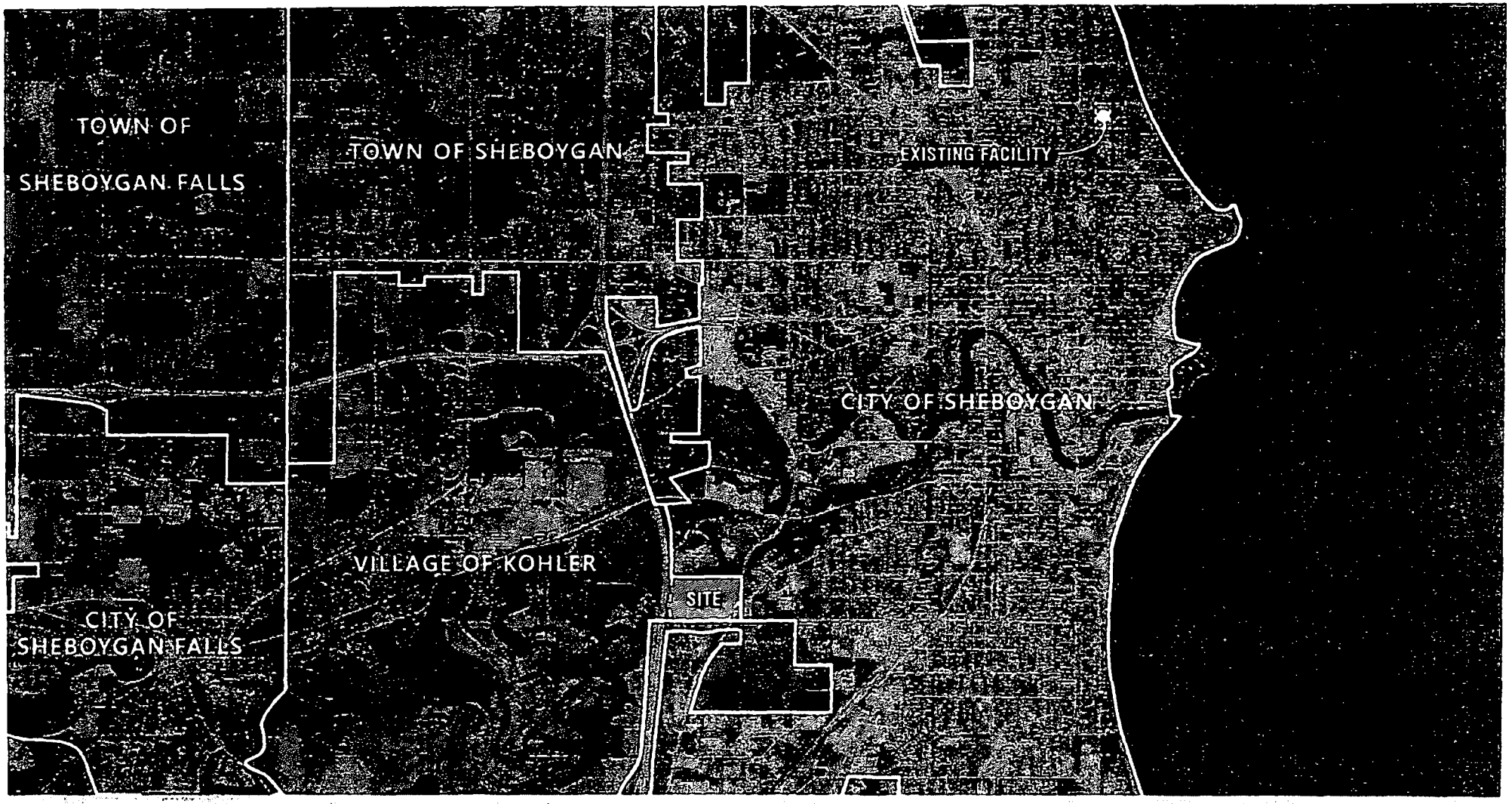
- Client: Aurora Health Care
- Design Builder: Mortenson Construction
- Architect and Engineer of Record: HGA
  - Civil Engineer: GRAEF

Existing Site Conditions



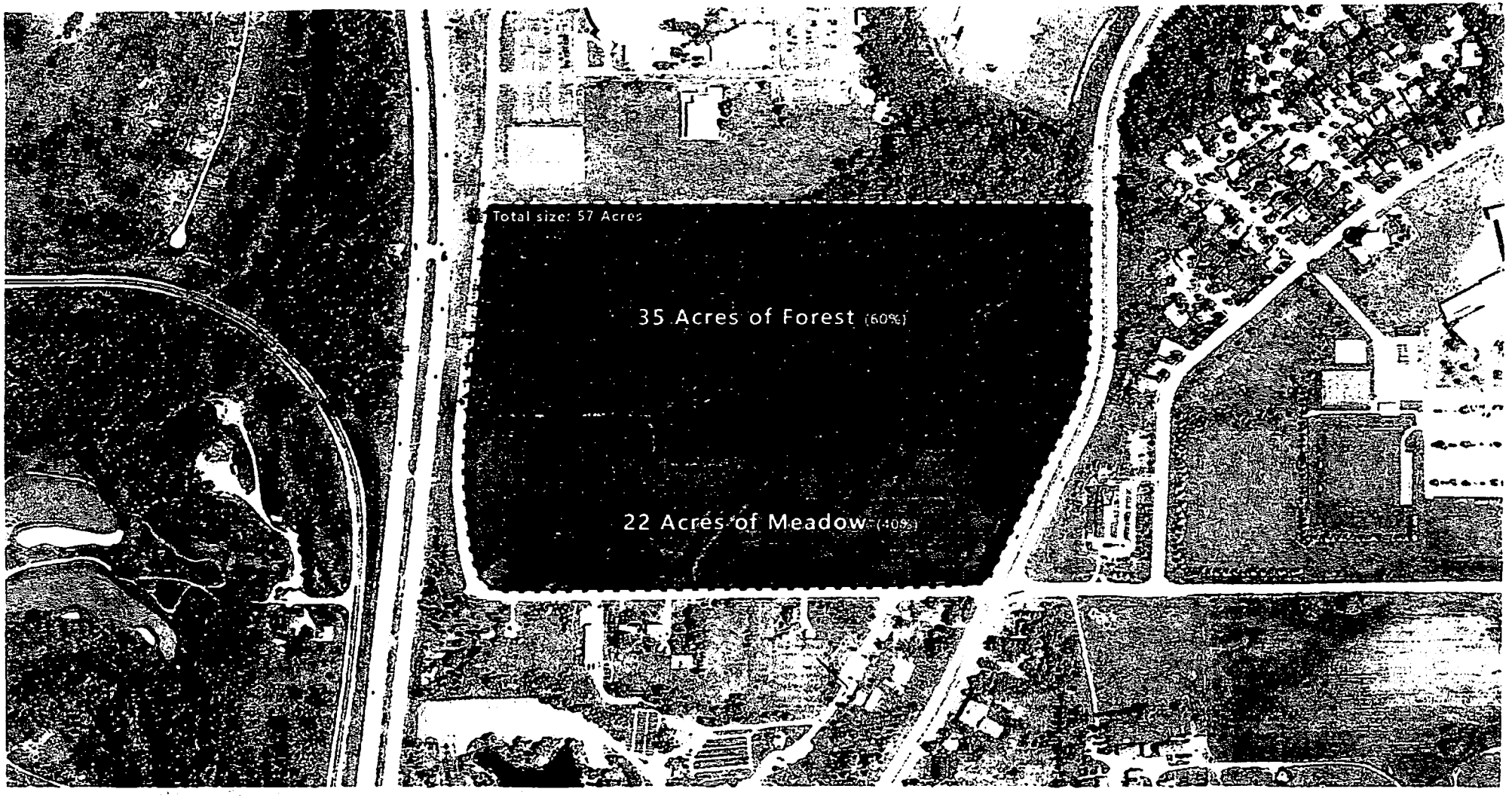
500 2,000

SITE ANALYSIS



ADJACENT MUNICIPALITIES **SITE ANALYSIS**

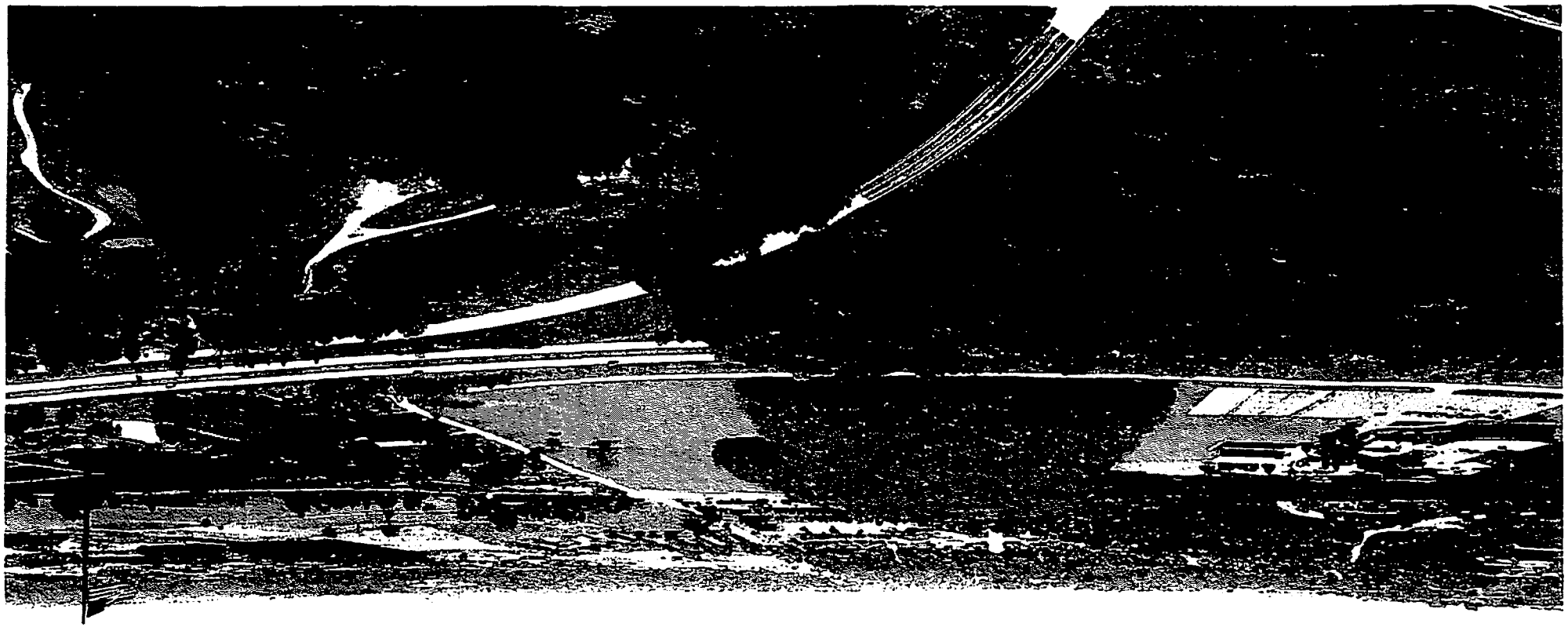
SITE ANALYSIS



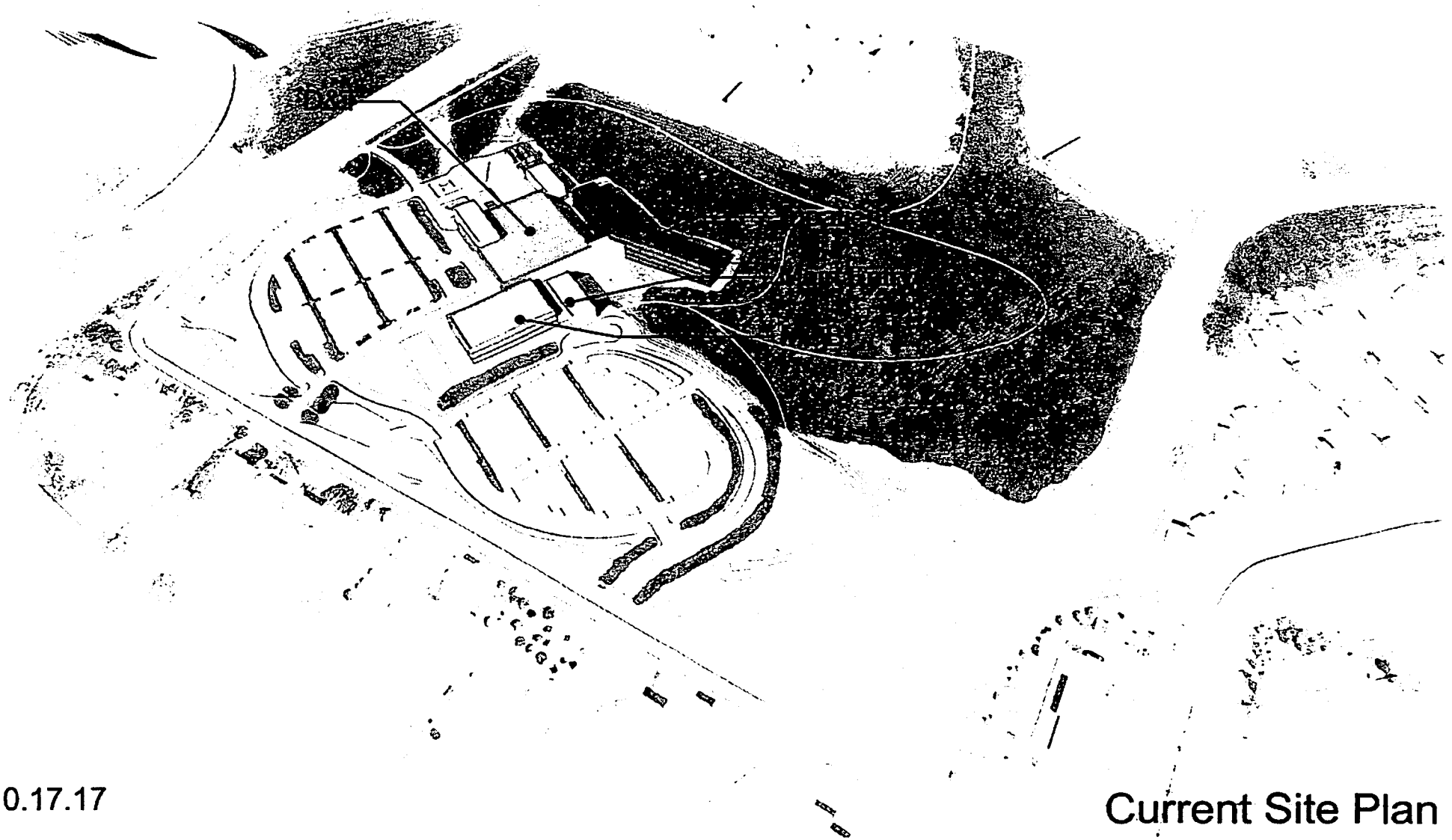
250 500

SITE CONDITIONS **SITE ANALYSIS**

Aerial Photos



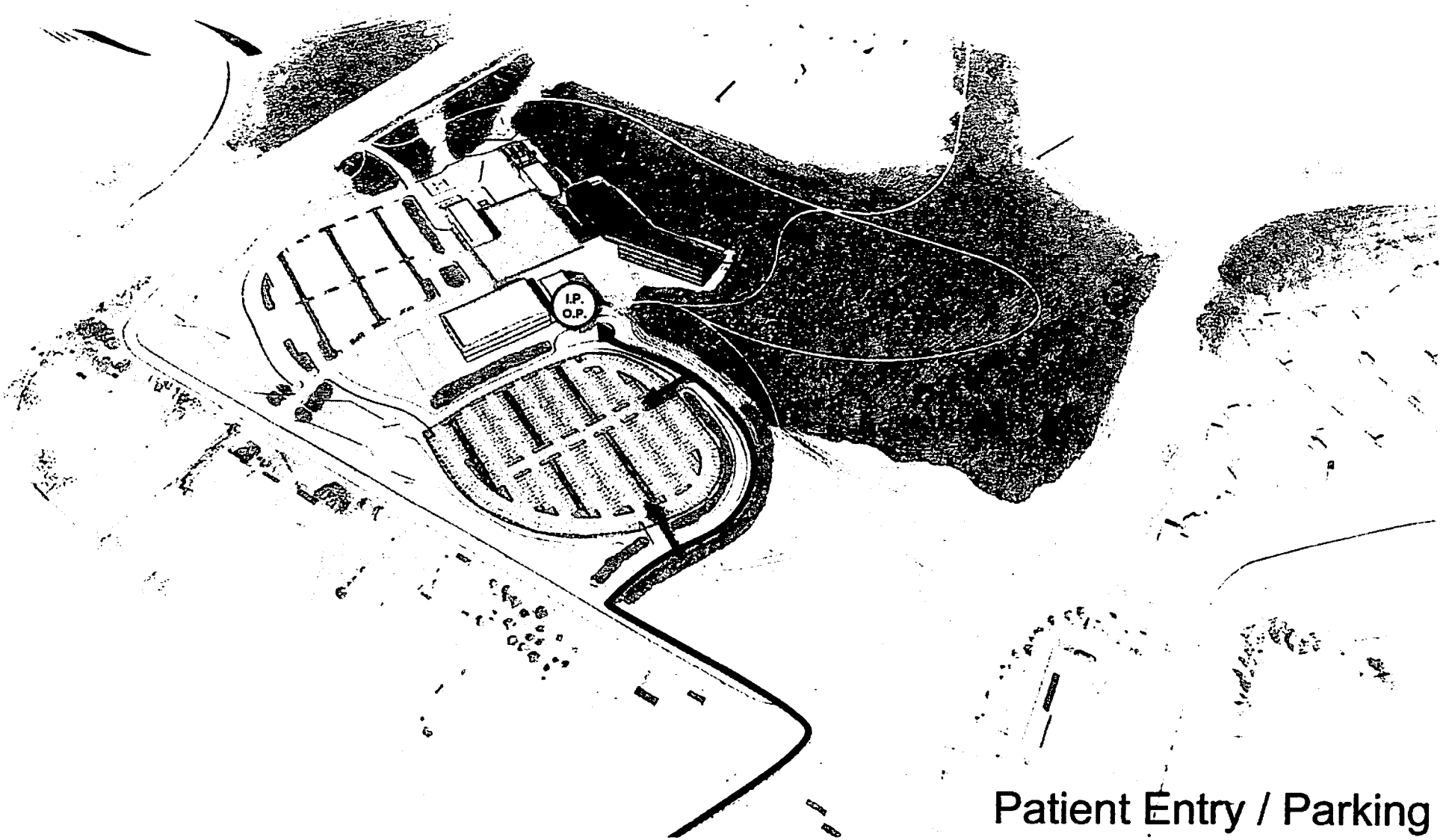
Site Plan Concept



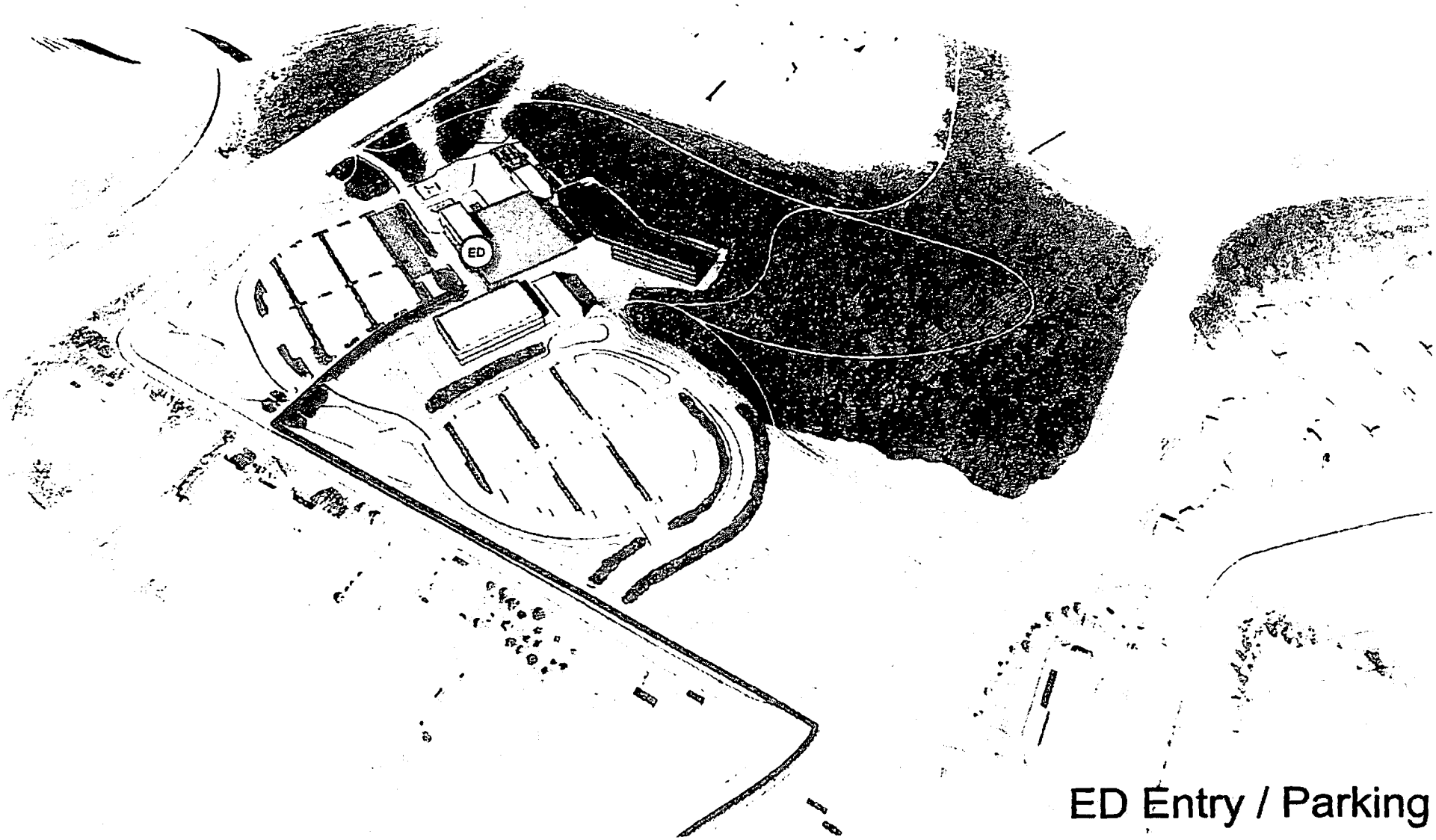
10.17.17

Current Site Plan

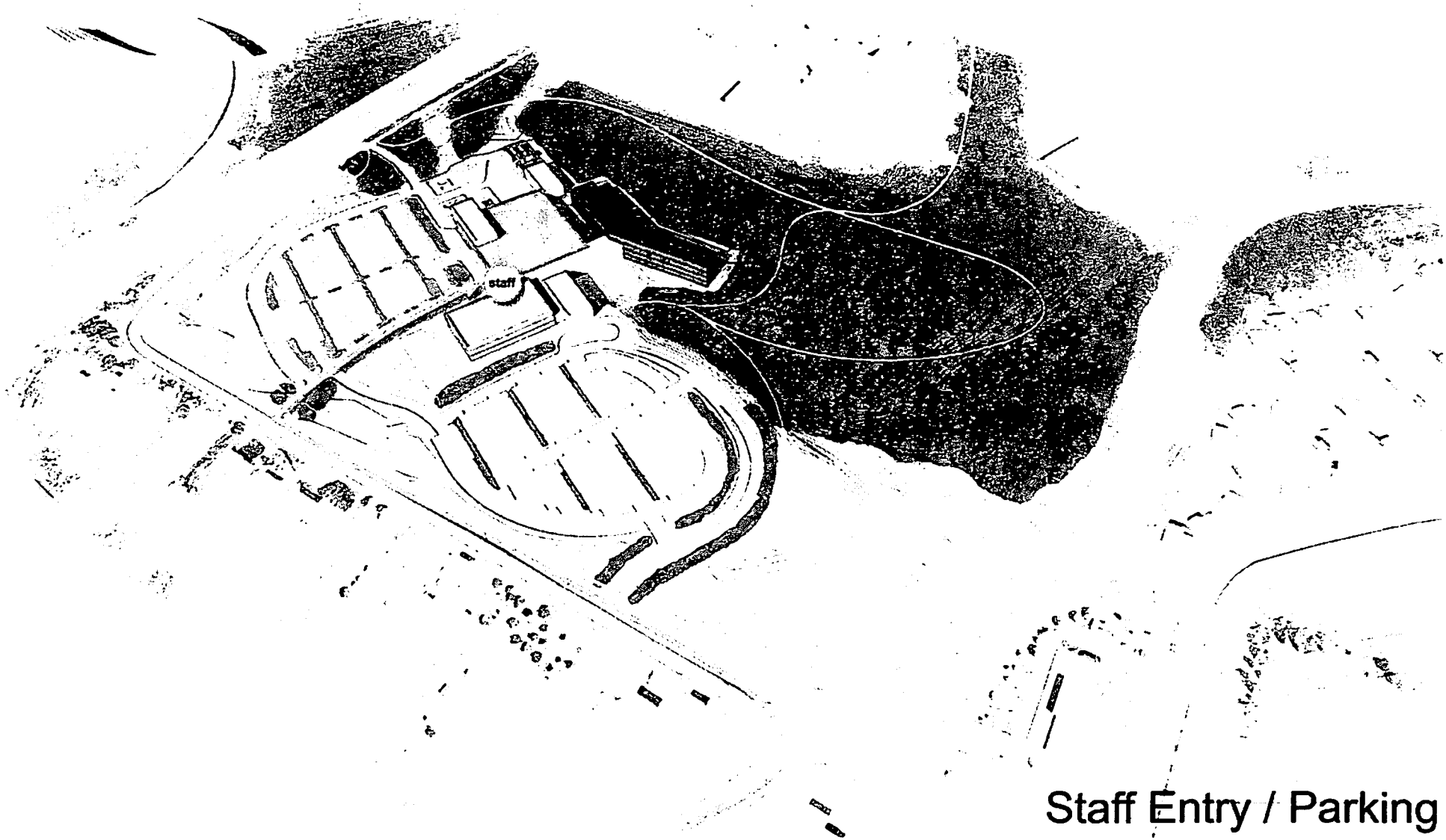
Circulation Diagrams



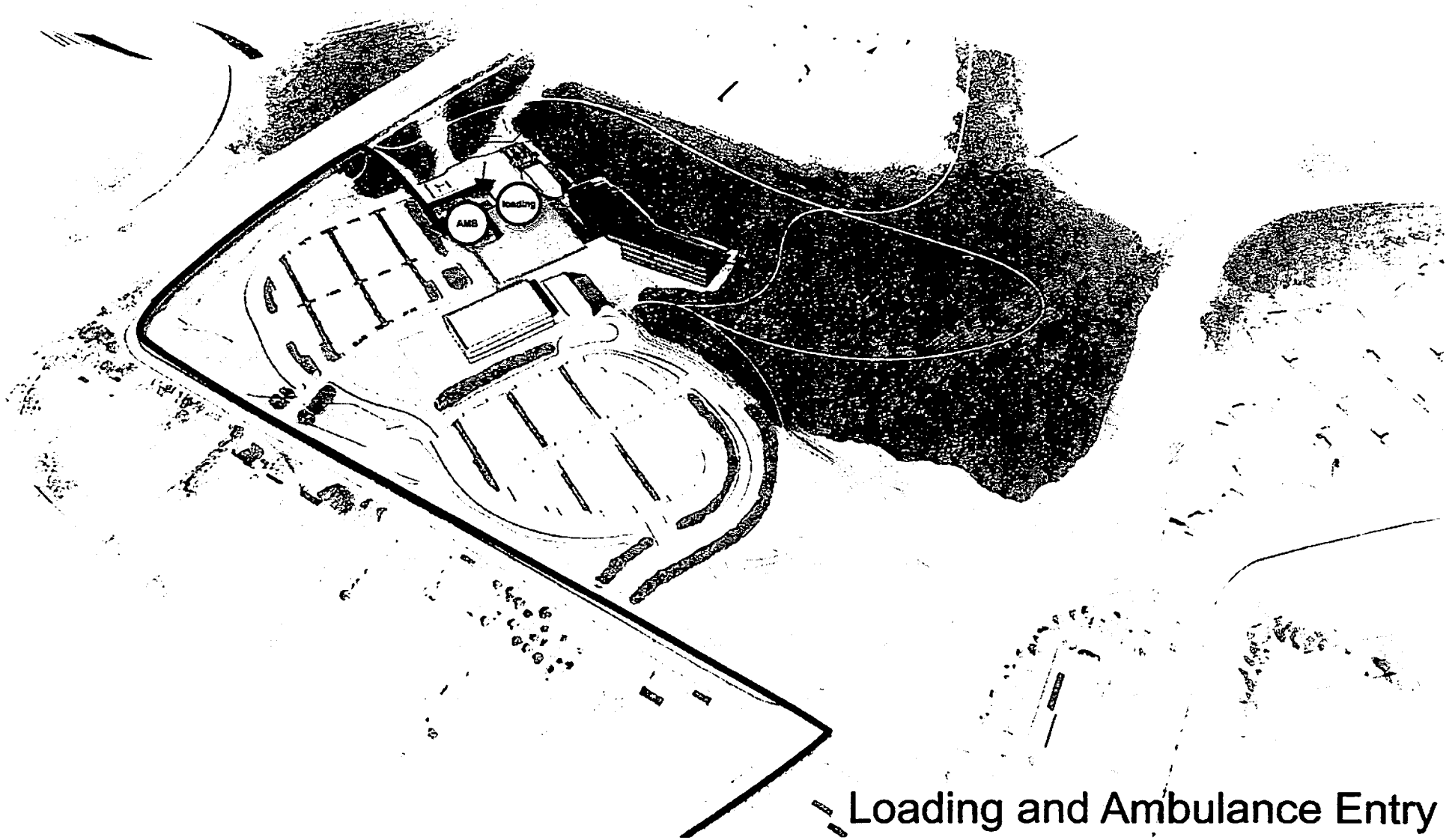
Patient Entry / Parking



ED Entry / Parking



Staff Entry / Parking

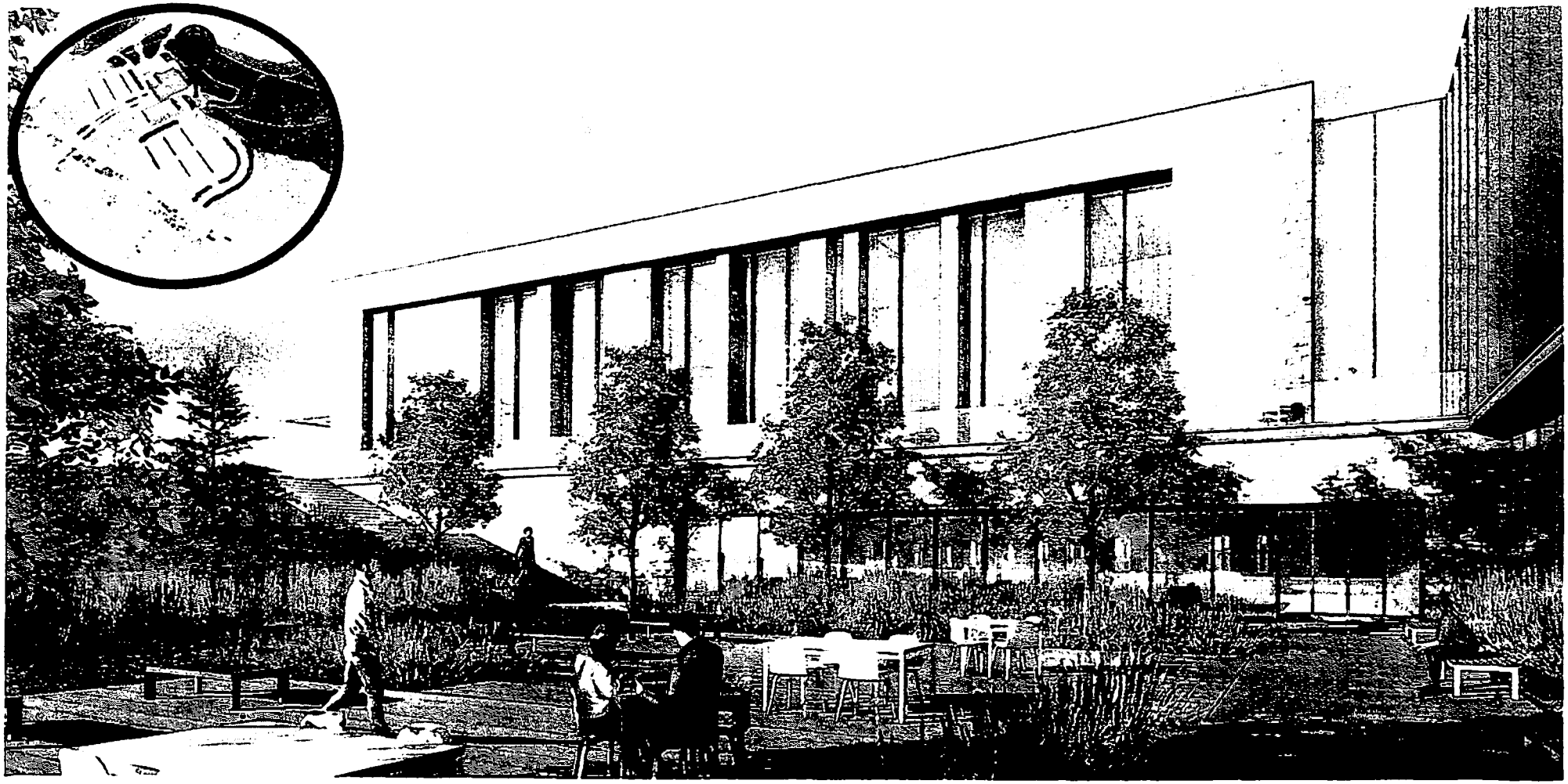


Loading and Ambulance Entry

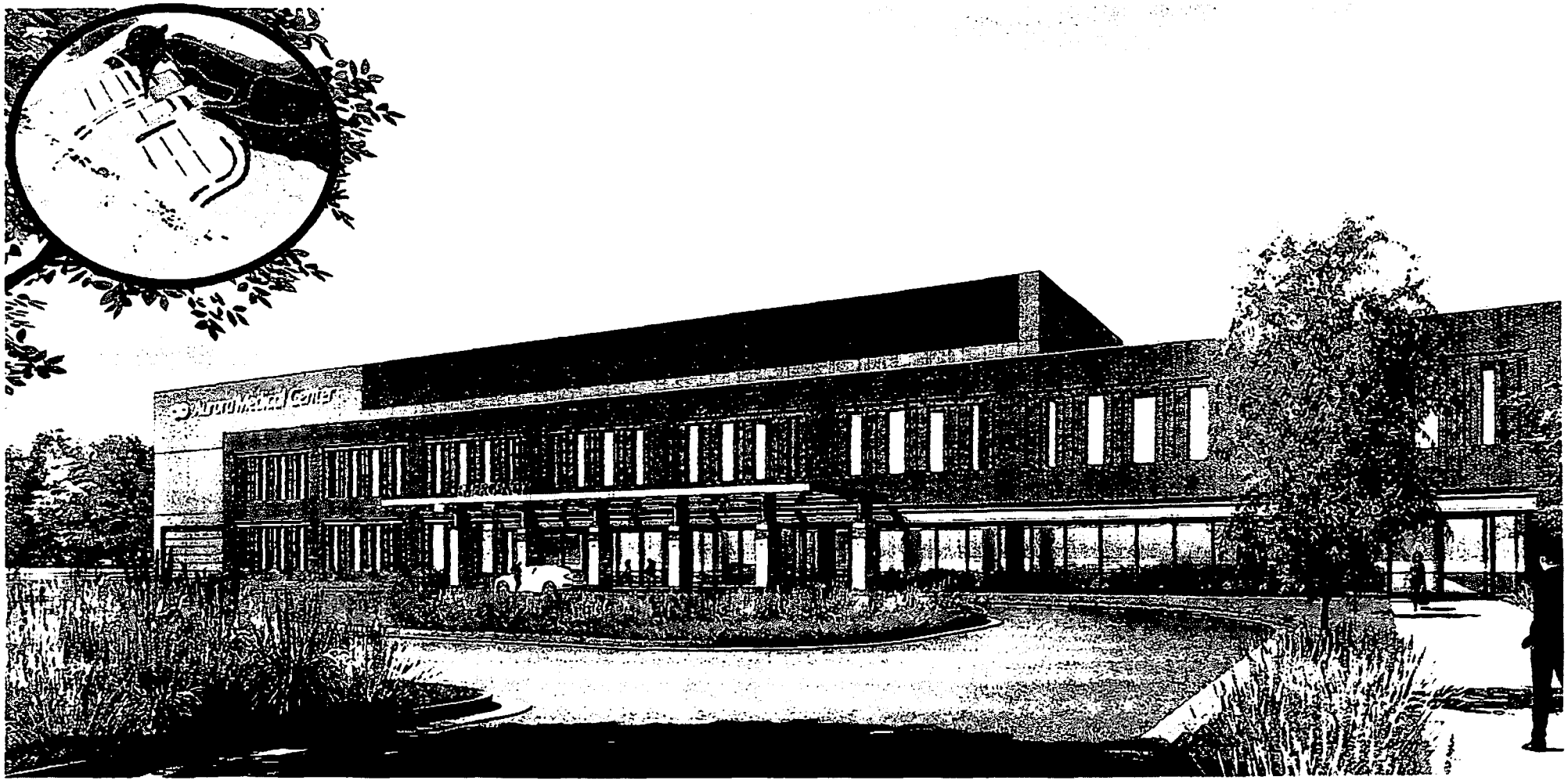
Exterior Renderings

Hospital Entry Drive View

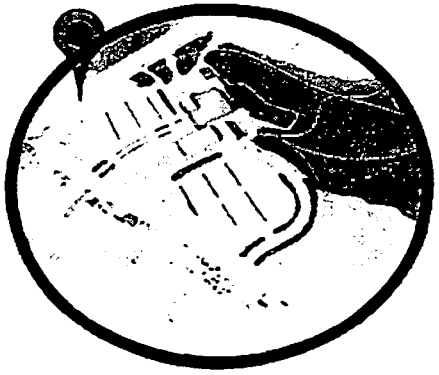
Drop-off Experience



Garden Experience

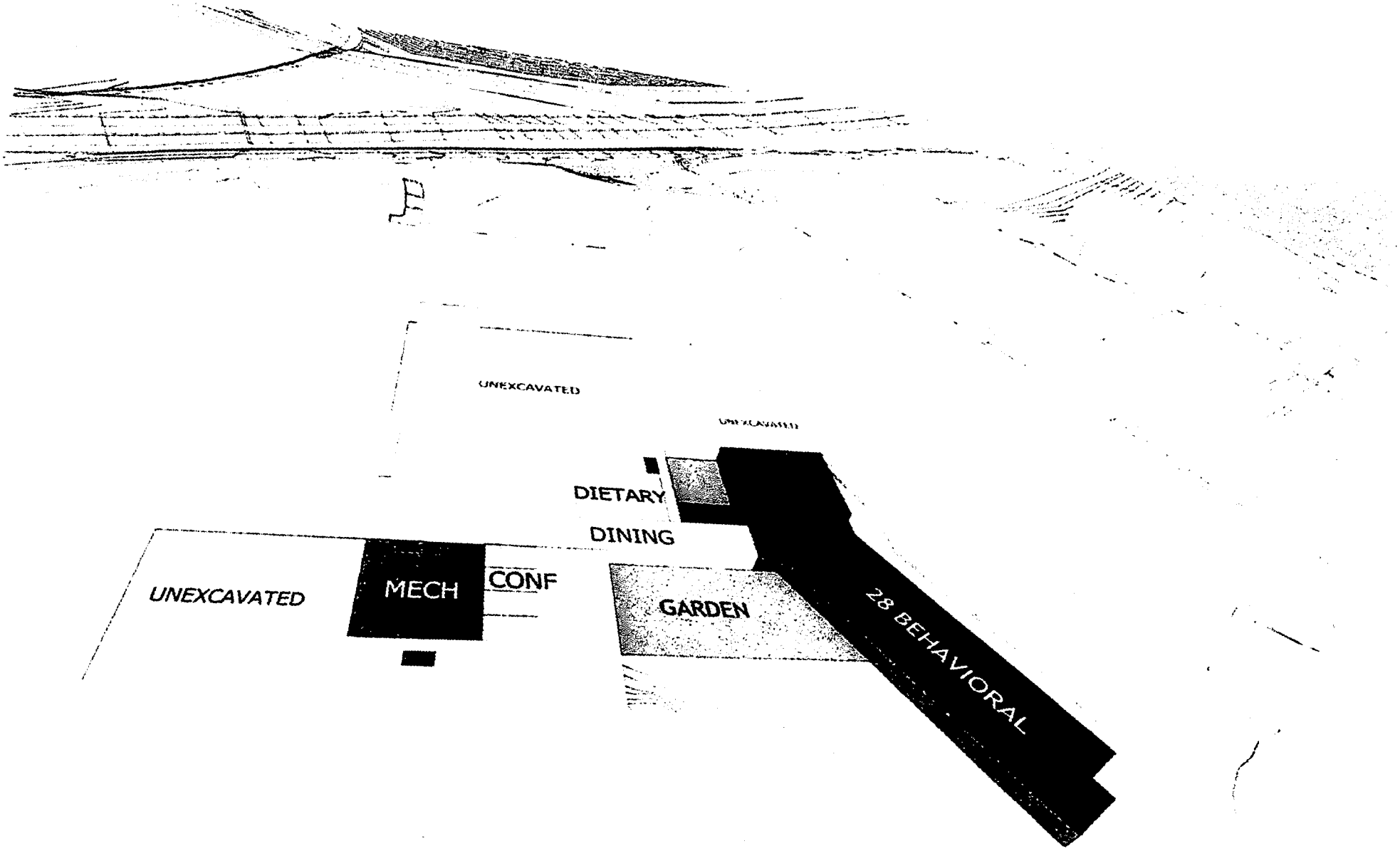


ED Entry Drive View

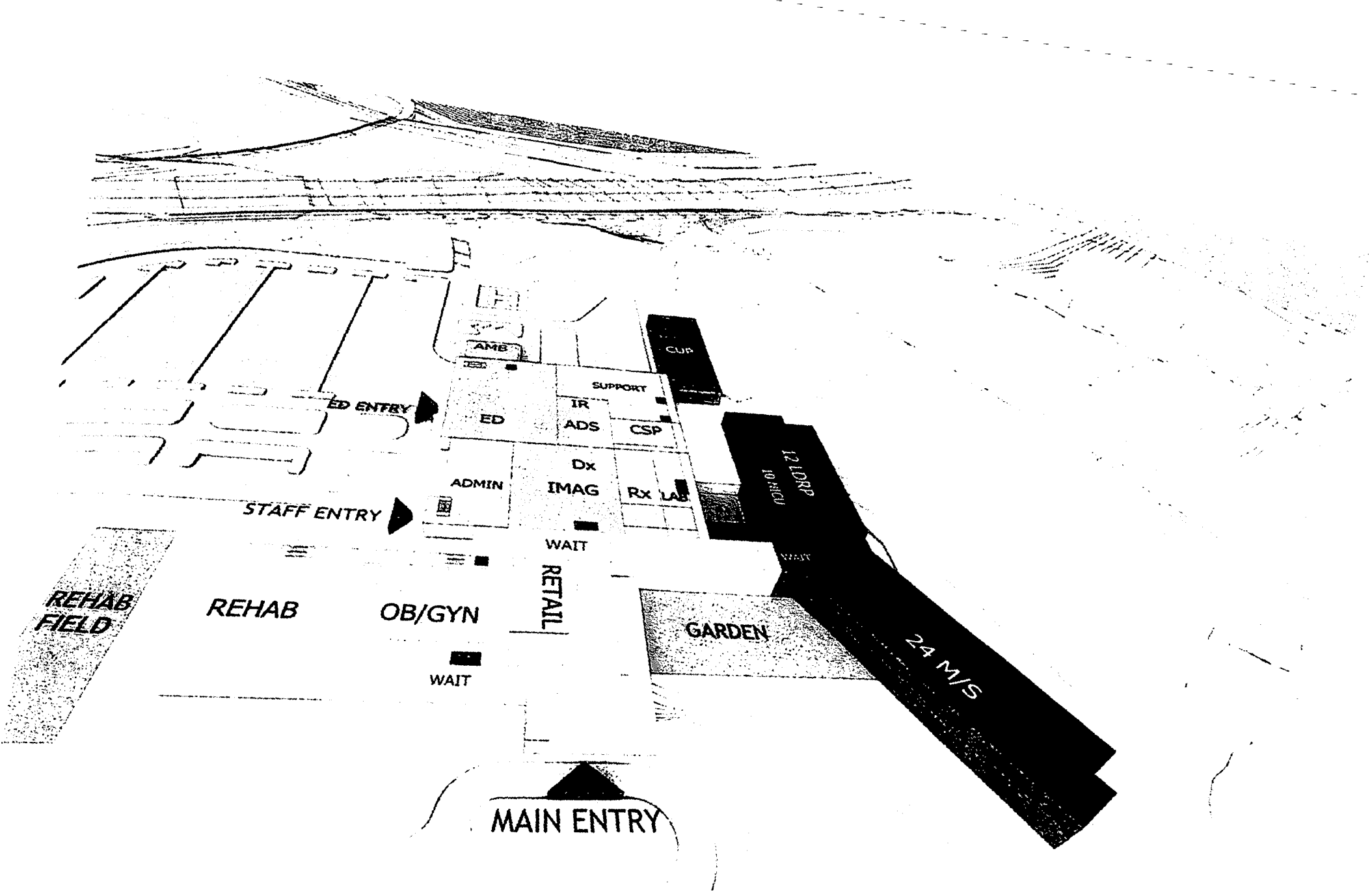


I-43 View

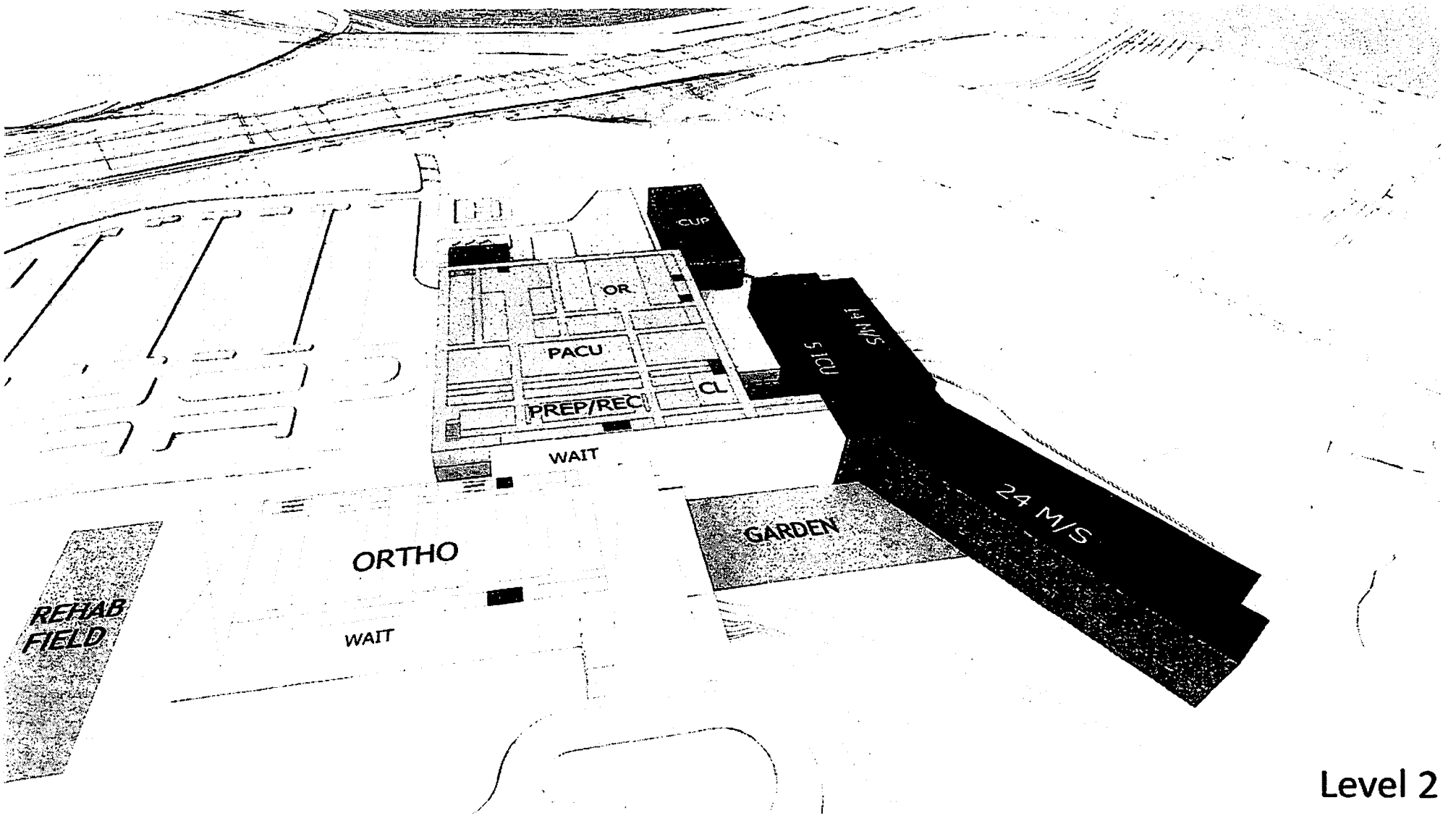
Blocking and Stacking



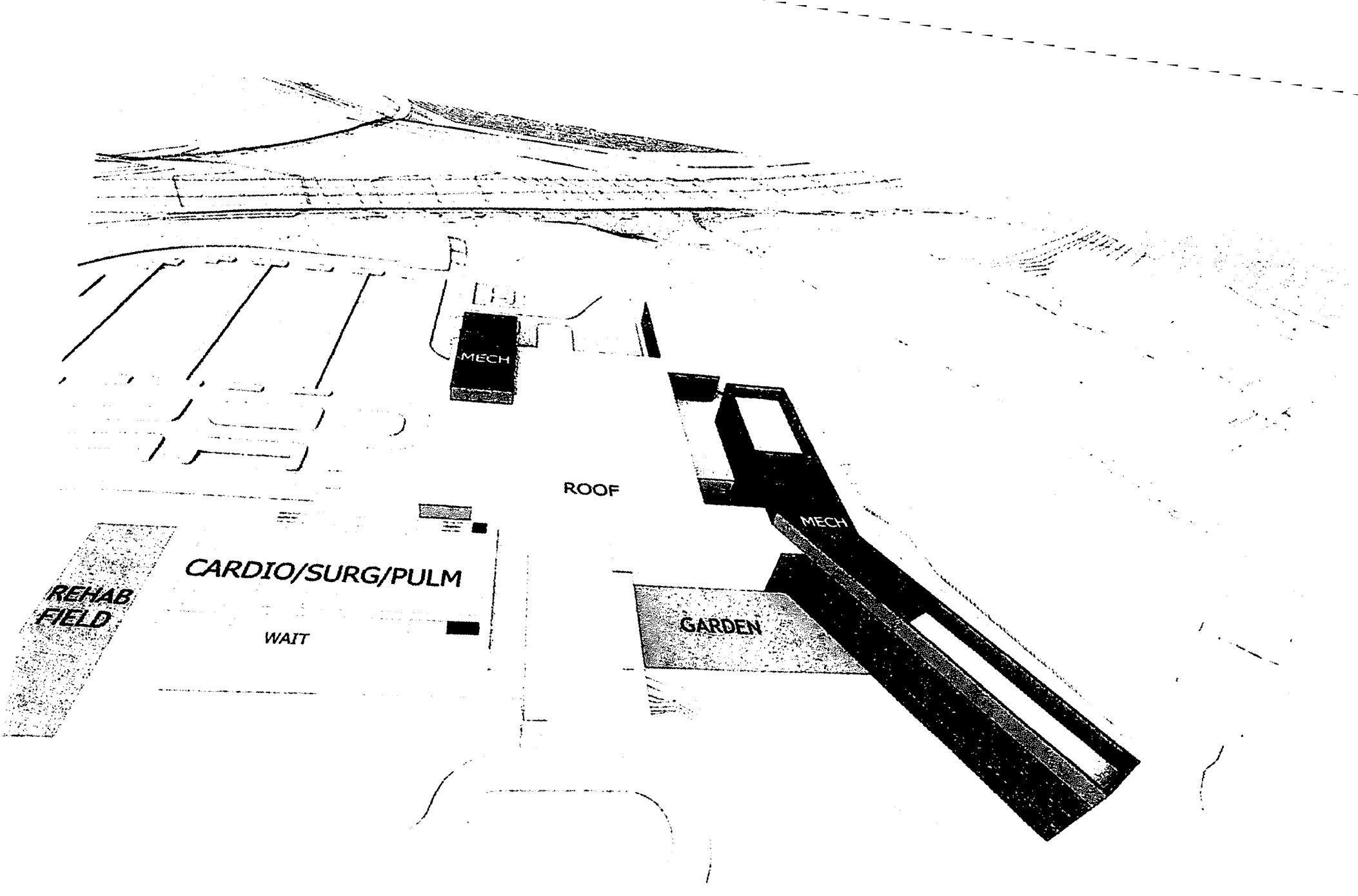
Garden Level


AMB
CUP
SUPPORT
ED ENTRY
ED
IR
ADS
CSP
Dx
ADMIN
IMAG
Rx
LAB
12 LDRP
10 NICU
STAFF ENTRY
WAIT
RETAIL
REHAB FIELD
REHAB
OB/GYN
GARDEN
24 M/S
WAIT
MAIN ENTRY

Level 1

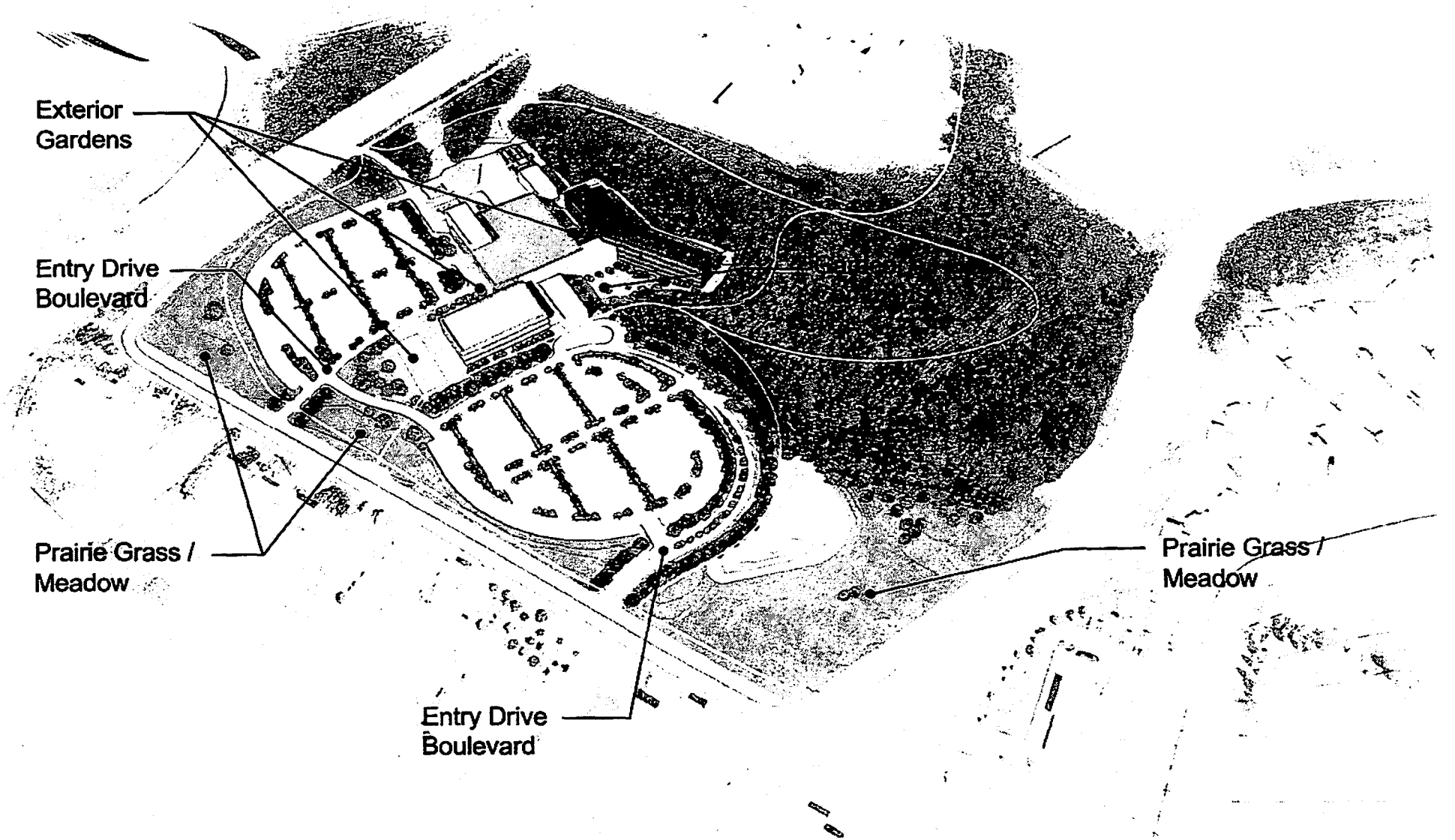

CUP
OR
PACU
PREP/REC
CL
WAIT
5 ICU
24 M/S
GARDEN
ORTHO
WAIT
REHAB
FIELD

Level 2



Level 3

Landscape Concept


Exterior Gardens
Entry Drive Boulevard
Prairie Grass / Meadow
Entry Drive Boulevard
Prairie Grass / Meadow

Utility & Building Demands

Water Services

Peak Domestic Flow – 450 gpm
Peak Fire Flow – 1250 gpm
Average Daily Flow – 45,000 gpd

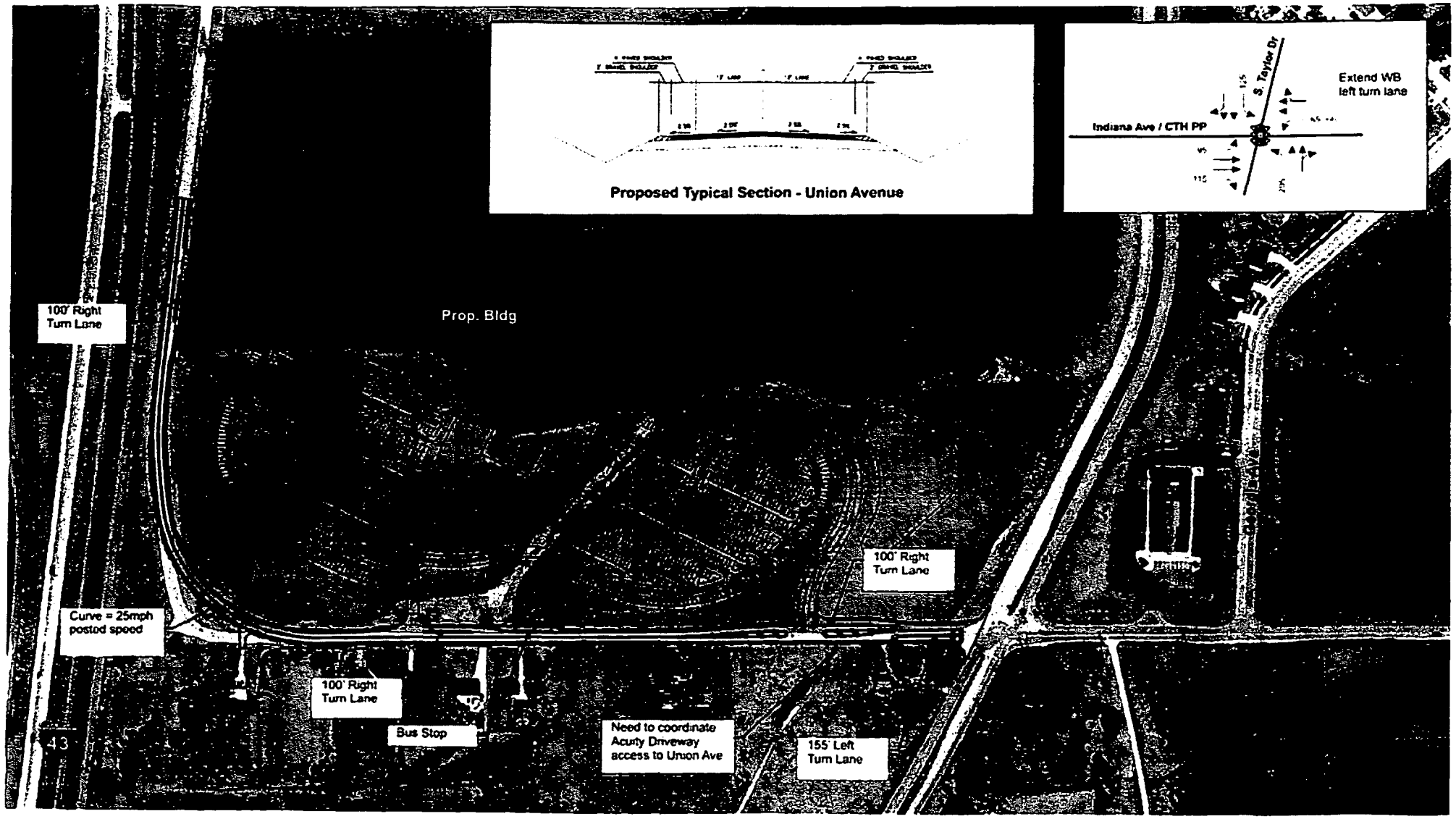
- Domestic and fire services for the building and the proposed site fire loop will require two points of connection that can individually provide the entire water needs
- Hospital site will require that water service capability have redundancy through the municipal system so that a single outage condition will not shut down the hospital due to lack of water
- It is anticipated at this time that the site would connect to the municipal system with 10-inch or 12-inch connections with the remainder of the site fire loop being 8-inch

Sanitary Services

Peak Discharge Flow – 450 gpm (1.0 cfs)
Avg. Flow during peak 12 hour period – 125 gpm (.28 cfs)

- SPS 382 requirements and proposed building configuration will require multiple 6-inch or 8-inch building connections to meet the requirements of 382.30-3
- Exiting the site, GRAEF is anticipating that a minimum 8-inch line will be connected to the municipal system
  - Size could increase based on depth and location of existing available infrastructure

Traffic Concepts


Proposed Typical Section - Union Avenue
Indiana Ave / CTH PP
S. Taylor Dr.
Extend WB left turn lane
Prop. Bldg
100' Right Turn Lane
Curve = 25mph posted speed
100' Right Turn Lane
Bus Stop
Need to coordinate Acuity Driveway access to Union Ave
155' Left Turn Lane
100' Right Turn Lane

Annual Average Daily Trips

WisDOT Site No.	AADT Location	Existing AADT (2017)	Projected Year 2020 Baseline AADT	Projected Daily New Trips	Projected Year 2020 Total AADT
590874	Taylor Drive (North of WIS 28)	12,600	12,980	1,525	14,505
591082	CTH TA/Taylor Drive (North of Union Ave)	12,200	12,570	2,380	14,950
590883	Union Avenue (Btwn 26th & Georgia Ave)	6,700	6,900	190	7,090

The above are based on available WisDOT traffic counts in the area that have been projected to hospital opening in 2020 with and without the new hospital

Peak Times & Trips

AM Peak – 7:00 to 8:00 a.m.

It is projected that 260 vehicles will be proceeding west on Union from the intersection with Taylor. It is projected that 80 vehicles will be headed north, south, or east from the intersection of Taylor and Union. 205 of the inbound trips are associated with the hospital campus and 70 of the outbound trips are associated with the hospital campus. The remainder of the trips during each peak are associated with the other surrounding uses.

PM Peak – 4:30 to 5:30 p.m.

It is projected that 140 vehicles will be proceeding west on Union from the intersection with Taylor. It is projected that 315 vehicles will be headed north, south, or east from the intersection of Taylor and Union. 110 of the inbound trips are associated with the hospital campus and 245 of the outbound trips are associated with the hospital campus. The remainder of the trips during each peak are associated with the other surrounding uses.

Project Timeline

PROJECT TIMELINE

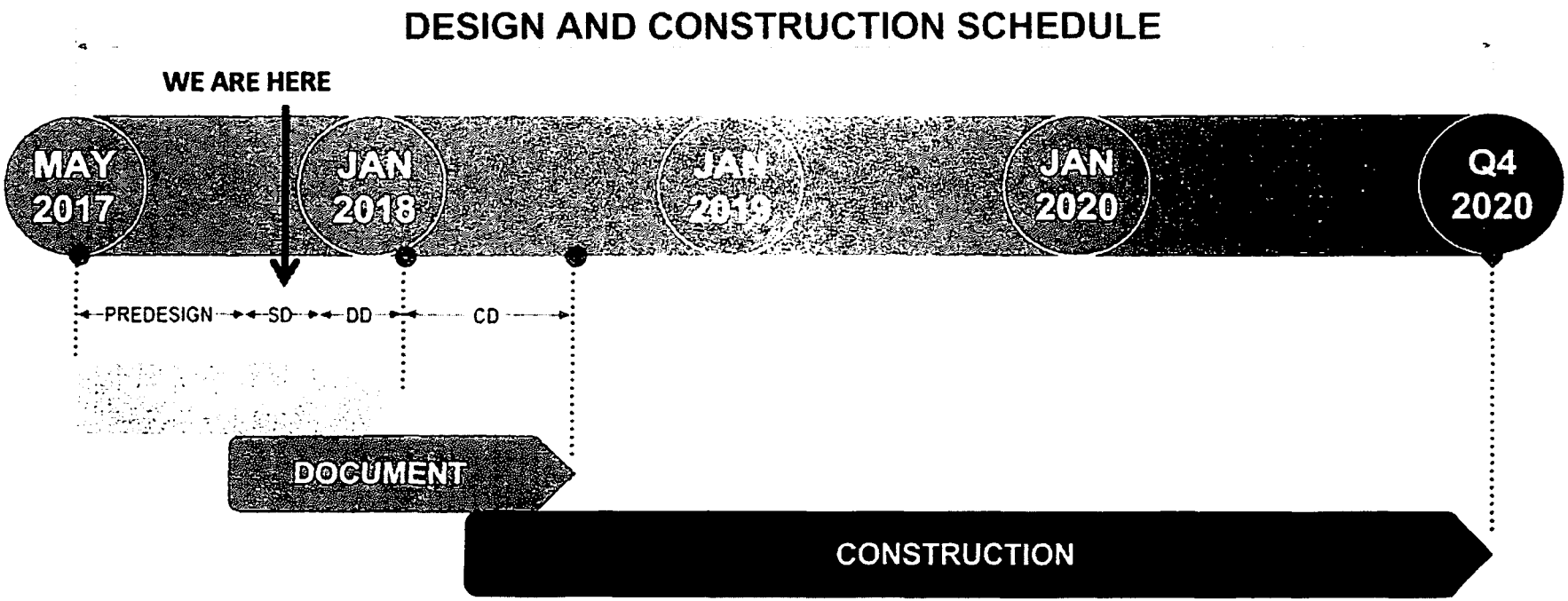


Exhibit A:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.

Statement of Taxes Data Year:	2016	
		Percentage
County	12,802,569	19.61%
Special District		0.00%
Municipality	25,349,877	38.82%
School District of Kohler	1,496,426	2.29%
School District of Sheboygan Area	23,774,891	36.41%
Technical College	1,871,939	2.87%
Total	65,295,702	

Revenue Year	County	Special District	Municipality	School District of Kohler	School District of Sheboygan Area	Technical College	Total	Revenue Year
2020	73,172	0	144,885	8,553	135,883	10,699	373,192	2020
2021	129,691	0	256,796	15,159	240,842	18,963	661,451	2021
2022	176,118	0	348,724	20,585	327,057	25,751	898,235	2022
2023	210,937	0	417,669	24,655	391,719	30,842	1,075,823	2023
2024	245,757	0	486,614	28,725	456,381	35,934	1,253,411	2024
2025	273,613	0	541,771	31,981	508,110	40,007	1,395,482	2025
2026	296,826	0	587,734	34,694	551,218	43,401	1,513,874	2026
2027	320,039	0	633,698	37,408	594,326	46,795	1,632,266	2027
2028	343,253	0	679,661	40,121	637,434	50,189	1,750,658	2028
2029	366,466	0	725,625	42,834	680,542	53,583	1,869,050	2029
2030	389,679	0	771,588	45,548	723,650	56,977	1,987,442	2030
2031	389,679	0	771,588	45,548	723,650	56,977	1,987,442	2031
2032	389,679	0	771,588	45,548	723,650	56,977	1,987,442	2032
2033	389,679	0	771,588	45,548	723,650	56,977	1,987,442	2033
2034	389,679	0	771,588	45,548	723,650	56,977	1,987,442	2034
2035	389,679	0	771,588	45,548	723,650	56,977	1,987,442	2035
2036	389,679	0	771,588	45,548	723,650	56,977	1,987,442	2036
2037	389,679	0	771,588	45,548	723,650	56,977	1,987,442	2037
2038	389,679	0	771,588	45,548	723,650	56,977	1,987,442	2038
2039	389,679	0	771,588	45,548	723,650	56,977	1,987,442	2039
	6,332,661	0	12,539,061	740,192	11,760,010	925,936	32,297,859	

Notes:

The projection shown above is provided to meet the requirments of Wisconsin Statute 66.1105(4)(i)4.

(g) Proposed changes of zoning ordinances, master plan, map, building codes, and City ordinances, if any;

(h) A list of estimated non-project costs;

(i) A statement of the proposed method for the relocation of any persons to be displaced;

(j) An indication as to how creation of the tax incremental district promotes the orderly development of the City; and

(k) A statement declaring that the district is declared to be an industrial district under Section 66.1105(4)(gm)(6), Wis. Stats.

Based on the above findings, and based on the fact that the property within the district that has been found suitable for industrial sites is zoned for industrial use and will remain zoned for industrial use for the life of the tax incremental district, it is the opinion of this office that the project plan is complete and complies with Section 66.1105(4), Wis. Stats.

Sincerely,

Charles C. Adams
CITY ATTORNEY

CCA:kah

cc: Susan Richards, City Clerk
Chad Pelishek, Director of Planning & Development

(a) Designated the boundaries of a Tax Incremental Financing District which they believe should be adopted;

(b) Prepared and adopted a proposed project plan and budget for the tax incremental district;

(c) Found that the project plan promotes the orderly growth of the City and is consistent with the City's general development plan, and that the project economically feasible; and

(d) Recommended that the Common Council create Tax Incremental District No. 18 and approve the project boundaries, project plan, and budget as therein proposed.

3. The project plan includes:

(a) A statement listing the kind, number, and location of all proposed public works or improvements within the district;

(b) An economic feasibility study;

(c) A detailed list of estimated project costs;

(d) A description of the methods of financing all estimated project costs and the time when the costs or monetary obligations related thereto are to be incurred;

(e) A map showing existing uses and conditions of real property in the district;

(f) A map showing proposed improvements and uses in the district;

SECTION 18:

Opinion of Attorney for the City of Sheboygan Advising Whether the Plan is Complete and Complies with Wisconsin Statutes 66.1105

City of
Sheboygan
spirit on the lake.

December 12, 2017

Mayor Michael Vandersteen
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Re: City of Sheboygan, Wisconsin Tax Incremental District No. 18

Dear Mayor Vandersteen:

As City Attorney for the City of Sheboygan, I have reviewed the project plan for the proposed Tax Incremental District No. 18 as required pursuant to Section 66.1105(4)(f), Wis. Stats., with respect to the completeness of the project plan and its compliance with Section 66.1105(4), Wis. Stats. My examination of the project plan included a review of the records and files of the Department of City Development in the City of Sheboygan and the review of the plan document, and confirmed the following:

1. There has been compliance with the public notice and hearing requirements contained in Section 66.1105(4)(a) and (e), Wis. Stats., to wit:

> On November 13, 2017, copies of the notice of public hearing were sent by first class mail to the chief executive officer or administrator of the City of Sheboygan, the Sheboygan Area School District, Lakeshore Technical College, and the Sheboygan County Board. Additionally, such notice was published as a Class 2 notice under Chapter 985, Wis. Stats., in the official City newspaper on November 14 and November 21, 2017.

2. The public hearing held pursuant to Section 66.1105(4)(a) and (e), Wis. Stats., was held by the City of Sheboygan Plan Commission on November 28, 2017 at 4:00 p.m. in the third floor conference room of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, and the Commission:

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 304
SHEBOYGAN, WI
53081-4442

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

SECTION 15:
Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the City will follow applicable Wisconsin Statutes Section chapter 32.

SECTION 16:
Orderly Development of the City of Sheboygan

The District contributes to the orderly development of the City by providing the opportunity for continued growth in tax base, job opportunities and general economic activity. This area opens up industrial development opportunities along the Interstate 43 corridor.

SECTION 17:
List of Estimated Non-Project Costs

Non-Project costs are public works projects that only partly benefit the District or are not eligible to be paid with tax increments, or costs not eligible to be paid with TIF funds.

Examples would include:

A public improvement made within the District that also benefits property outside the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

A public improvement made outside the District that only partially benefits property within the District. That portion of the total project costs allocable to properties outside of the District would be a non-project cost.

Projects undertaken within the District as part of the implementation of this Project Plan, with costs that are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The City may incur non-project costs in the implementation of this Project Plan.

SECTION 11:
Annexed Property

Property (or ***Properties***) proposed for inclusion within the District was (or ***were***) annexed by the City on or after January 1, 2004. To satisfy the requirements of Wisconsin Statutes Section 66.1105(4)(gm)1., the City pledges to pay to the Town of Wilson for each of the next five years an amount equal to the property taxes levied on the annexed property (or ***properties***) by the Town at the time of annexation.

SECTION 12:
Estimate of Property to be Devoted to Retail Business

Pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1, the City estimates that 4% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 13:
Proposed Zoning Ordinance Changes

The City anticipates that a portion of the District will be rezoned prior to development and any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

SECTION 14:
Proposed Changes in Master Plan, Map, Building Codes and City of Sheboygan Ordinances

It is expected that this Plan will be complementary to the City's Master Plan. There are no proposed changes to the Master Plan, map, building codes or other City ordinances for the implementation of this Plan.

Cash Flow

City of Sheboygan, Wisconsin

Tax Increment District # 18

Cash Flow Projection

Year	Projected Revenues								Expenditures												Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Capitalized Interest	Land Sale	Industrial Development Fund Advance	Advance from City	Bond Proceeds	Total Revenues	G.O. Bond 24,185,000 04/01/18 Dated Date: Principal	Est. Rate	Interest	Land Acquisition	Town Taxes	Development Incentives (see Notes)	Engineering & Design	Project Costs	Issuance Expenses	Payments on Advances from City	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding	
		0.25%																						
2017						1,600,000		1,600,000							800,000					800,000	800,000	800,000		2017
2018		28,377	361,534	1,500,000	1,896,000		23,521,154	27,307,065			361,534	2,588,968	200			21,826,556	122,975	1,600,000	110,000	26,610,233	696,832	1,496,832	24,185,000	2018
2019		3,742		1,500,000				1,503,742			723,068							100,000	81,600	904,668	599,075	2,095,907	24,185,000	2019
2020	373,192	5,240		1,125,000				1,503,432	100,000	1.40%	722,368							200,000	83,232	1,105,600	397,833	2,493,739	24,085,000	2020
2021	661,451	6,234		1,125,000				1,792,685	200,000	1.50%	720,168							200,000	84,897	1,205,064	587,621	3,081,360	23,885,000	2021
2022	898,235	7,703		900,000				1,805,939	400,000	1.60%	715,468							200,000	86,595	1,402,062	403,876	3,485,237	23,485,000	2022
2023	1,075,823	8,713		750,000				1,834,536	500,000	1.75%	707,893							200,000	88,326	1,496,219	338,317	3,823,554	22,985,000	2023
2024	1,253,411	9,559		750,000				2,012,970	600,000	1.85%	697,968							200,000	90,093	1,588,060	424,910	4,248,464	22,385,000	2024
2025	1,395,482	10,621		750,000				2,156,103	700,000	2.00%	685,418							200,000	91,895	1,677,312	478,790	4,727,254	21,685,000	2025
2026	1,513,874	11,818		750,000				2,275,692	900,000	2.20%	668,518							296,000	93,733	1,958,250	317,442	5,044,696	20,785,000	2026
2027	1,632,266	12,612		750,000				2,394,877	1,000,000	2.35%	646,868							300,000	95,607	2,042,475	352,403	5,397,098	19,785,000	2027
2028	1,750,658	13,493		0				1,764,150	1,000,000	2.50%	622,618								97,520	1,720,137	44,013	5,441,112	18,785,000	2028
2029	1,869,050	13,603		0				1,882,653	1,100,000	2.60%	595,818								99,470	1,795,287	87,365	5,528,477	17,685,000	2029
2030	1,987,442	13,821		0				2,001,263	1,250,000	2.75%	564,330								101,459	1,915,789	85,474	5,613,951	16,435,000	2030
2031	1,987,442	14,035		0				2,001,477	1,250,000	2.85%	529,330								103,489	1,882,819	118,658	5,732,609	15,185,000	2031
2032	1,987,442	14,332						2,001,773	1,350,000	3.00%	491,268								105,558	1,946,826	54,948	5,787,556	13,835,000	2032
2033	1,987,442	14,469						2,001,911	1,350,000	3.10%	450,093								107,669	1,907,762	94,149	5,881,705	12,485,000	2033
2034	1,987,442	14,704						2,002,146	1,500,000	3.20%	405,168								109,823	2,014,990	(12,844)	5,868,861	10,985,000	2034
2035	1,987,442	14,672						2,002,114	2,000,000	3.35%	347,668								112,019	2,459,687	(457,573)	5,411,288	8,985,000	2035
2036	1,987,442	13,528						2,000,970	2,400,000	3.35%	273,968								114,260	2,788,227	(787,257)	4,624,031	6,585,000	2036
2037	1,987,442	11,560						1,999,002	3,290,000	3.55%	175,370								116,545	3,581,915	(1,582,913)	3,041,118	3,295,000	2037
2038	1,987,442	7,603						1,995,045	3,295,000	3.55%	58,486								118,876	3,472,362	(1,477,317)	1,563,800	0	2038
2039	1,987,442	3,910						1,991,351											121,253	121,253	1,870,098	3,433,898	0	2039
Total	32,297,859	254,349	361,534	9,900,000	1,896,000	1,600,000	23,521,154	69,830,896	24,185,000		11,163,380	2,588,968	200	0	800,000	21,826,556	122,975	3,496,000	2,213,919	66,396,998				Total

Notes: Land sales based upon sale value per acre of $ 75,000
Average based upon higher values along interstate and lower values inland
Land sale assumed one year prior to construction of new development
Interest rates based upon West Allis Aa2 sale 9/19/17 and Caledonia Aa2 sale 9/27/17 plus .45
Estimated $3.425 million available for development incentives or revolving loan program if needed to promote develoment within the district (Payments not forcasted in the cash flow)

Projected TID Closure

City of Sheboygan, Wisconsin

Tax Increment District # 18

Tax Increment Projection Worksheet

Type of District	Industrial	
District Creation Date	January 1, 2018	
Valuation Date	Jan 1,	2018
Max Life (Years)	20	
Expenditure Period/Termination	15	1/1/2033
Revenue Periods/Final Year	20	2039
Extension Eligibility/Years	Yes	3
Recipient District	No	

Base Value	10,895,280
Appreciation Factor	0.00%
Base Tax Rate	$26.74
Rate Adjustment Factor	
Tax Exempt Discount Rate	3.00%
Taxable Discount Rate	4.50%

Apply to Base Value

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2018	14,500,000	2019	0	14,500,000	2020	$25.74	373,192	341,524	327,027
2	2019	11,200,000	2020	0	25,700,000	2021	$25.74	661,451	929,215	881,694
3	2020	9,200,000	2021	0	34,900,000	2022	$25.74	898,235	1,704,040	1,602,484
4	2021	6,900,000	2022	0	41,800,000	2023	$25.74	1,075,823	2,605,025	2,428,604
5	2022	6,900,000	2023	0	48,700,000	2024	$25.74	1,253,411	3,624,163	3,349,646
6	2023	5,520,000	2024	0	54,220,000	2025	$25.74	1,395,482	4,725,769	4,330,928
7	2024	4,600,000	2025	0	58,820,000	2026	$25.74	1,513,874	5,886,027	5,349,621
8	2025	4,600,000	2026	0	63,420,000	2027	$25.74	1,632,266	7,100,586	6,400,682
9	2026	4,600,000	2027	0	68,020,000	2028	$25.74	1,750,658	8,365,299	7,479,435
10	2027	4,600,000	2028	0	72,620,000	2029	$25.74	1,869,050	9,676,213	8,581,546
11	2028	4,600,000	2029	0	77,220,000	2030	$25.74	1,987,442	11,029,564	9,703,003
12	2029	0	2030	0	77,220,000	2031	$25.74	1,987,442	12,343,497	10,776,168
13	2030	0	2031	0	77,220,000	2032	$25.74	1,987,442	13,619,160	11,803,119
14	2031	0	2032	0	77,220,000	2033	$25.74	1,987,442	14,857,668	12,785,848
15	2032	0	2033	0	77,220,000	2034	$25.74	1,987,442	16,060,103	13,726,259
16	2033	0	2034	0	77,220,000	2035	$25.74	1,987,442	17,227,516	14,626,173
17	2034	0	2035	0	77,220,000	2036	$25.74	1,987,442	18,360,926	15,487,335
18	2035	0	2036	0	77,220,000	2037	$25.74	1,987,442	19,461,324	16,311,414
19	2036	0	2037	0	77,220,000	2038	$25.74	1,987,442	20,529,672	17,100,006
20	2037	0	2038	0	77,220,000	2039	$25.74	1,987,442	21,566,903	17,854,639
Totals		77,220,000		0			Future Value of Increment	32,297,859		

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

The equalized tax rate was adjusted downward by $1.00 in anticipation of a decline in the school rate based upon a funing formula change.

City of Sheboygan, Wisconsin

Tax Increment District # 18

Development Assumptions

Construction Year		Actual	FedX	Spec Industrial	Car Dealership	Industrial Development	Acres	Annual Total	Construction Year	
1	2018		8,500,000	6,000,000				14,500,000	2018	1
2	2019				2,000,000	9,200,000	20	11,200,000	2019	2
3	2020					9,200,000	20	9,200,000	2020	3
4	2021					6,900,000	15	6,900,000	2021	4
5	2022					6,900,000	15	6,900,000	2022	5
6	2023					5,520,000	12	5,520,000	2023	6
7	2024					4,600,000	10	4,600,000	2024	7
8	2025					4,600,000	10	4,600,000	2025	8
9	2026					4,600,000	10	4,600,000	2026	9
10	2027					4,600,000	10	4,600,000	2027	10
11	2028					4,600,000	10	4,600,000	2028	11
12	2029							0	2029	12
13	2030							0	2030	13
14	2031							0	2031	14
15	2032							0	2032	15
16	2033							0	2033	16
17	2034							0	2034	17
18	2035							0	2035	18
19	2036							0	2036	19
20	2037							0	2037	20
	Totals	0	8,500,000	6,000,000	2,000,000	60,720,000		77,220,000		

Notes:

Assumed value per acre based discounded value of Southeastern WI developed business park

Developable Acres	132	132
Assumed value per acre	460,000	
	60,720,000	

City of Sheboygan, Wisconsin

Tax Increment District # 18

Estimated Financing Plan

		G.O. Bond 2018	Increment Cash flow Ongoing	Totals
Projects				
Phase I		2,618,968	200	2,619,168
Phase II		22,626,556		22,626,556
Ongoing			16,772,299	16,772,299
Total Project Funds		25,245,524	16,772,499	42,018,023
Less Funds on Hand or Advance from City		(1,818,968)		
Estimated Finance Related Expenses				
Municipal Advisor		55,800		
Bond Counsel		30,000		
Rating Agency Fee		18,500		
Paying Agent		675		
Underwriter Discount	12.50	302,313		
Contingency/ Disclosure counsel		18,000		
Capitalized Interest		361,534		
Total Financing Required		24,213,377		
Estimated Interest	0.25%	(31,557)		
Assumed spend down (months)	6			
Rounding		3,180		
Net Issue Size		24,185,000		24,185,000

Notes:

Tax Increment Revenue Bonds

The City has the authority to issue revenue bonds secured by the tax increments to be collected. These bonds may be issued directly by the City, or as a form of lease revenue bond by a Community Development Authority (CDA). Tax Increment Revenue Bonds and Lease Revenue Bonds are not general obligations of the City and therefore do not count against the City's statutory borrowing capacity. To the extent tax increments collected are insufficient to meet the annual debt service requirements of the revenue bonds, the City may be subject to either a permissive or mandatory requirement to appropriate on an annual basis a sum equal to the actual or projected shortfall.

Utility Revenue Bonds

The City can issue revenue bonds to be repaid from revenues of the its various systems, including revenues paid by the City that represent service of the system to the City. There is neither a statutory nor constitutional limitation on the amount of revenue bonds that can be issued, however, water rates are controlled by the Wisconsin Public Service Commission and the City must demonstrate to bond purchasers its ability to repay revenue debt with the assigned rates. To the extent the City utilizes utility revenues other than tax increments to repay a portion of the bonds, the City must reduce the total eligible Project Costs in an equal amount.

Special Assessment "B" Bonds

The City has the ability to levy special assessments against benefited properties to pay part of the costs for street, curb, gutter, sewer, water, storm sewers and other infrastructure. In the event the City determines that special assessments are appropriate, the City can issue Special Assessment B bonds pledging revenues from special assessment installments to the extent assessment payments are outstanding. These bonds are not counted against the City's statutory borrowing capacity. If special assessments are levied, the City must reduce the total eligible Project Costs under this Plan in an amount equal to the total collected.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area. A reasonable and orderly sequence is outlined on the following page. However, public debt and expenditures should be made at the pace private development occurs to assure increment is sufficient to cover expenses.

It is anticipated that whenever possible, developer agreements between the City and property owners will be in place prior to major public expenditures. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties.

The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The City reserves the right to alter the implementation of this Plan to accomplish this objective.

Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

If financing as outlined in this Plan proves unworkable, the City reserves the right to use alternate financing solutions for the projects as they are implemented.

SECTION 10:

Economic Feasibility Study, Financing Methods, and the Time When Costs or Monetary Obligations Related are to be Incurred

The information and exhibits contained within this Section demonstrate that the proposed District is economically feasible insofar as:

- The City has available to it the means to secure the necessary financing required to accomplish the projects contained within this Plan. A listing of "Available Financing Methods" follows.

- The City expects to complete the projects in one or multiple phases, and can adjust the timing of implementation as needed to coincide with the pace of private development. A discussion of the phasing and projected timeline for project completion is discussed under "Plan Implementation" within this Section. A table identifying the financing method for each phase and the time at which that financing is expected to be incurred is included.

- The development anticipated to occur as a result of the implementation of this Plan will generate sufficient tax increments to pay for the cost of the projects. Within this Section are tables identifying: 1) the development expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the District, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available to the District will be sufficient to pay all Project Costs.

Available Financing Methods

Implementation of this Plan may require that the City issue debt obligations to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the City may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The City may issue G.O. Bonds or Notes to finance the cost of projects included within this Plan. The Wisconsin State Constitution limits the principal amount of G.O. debt that the community may have outstanding at any point in time to an amount not greater than five percent of its total equalized value (TID IN). As of the date of this plan, the City has a G.O. debt limit of $130,980,250, of which $96,205,669 is currently unused and could be made available to finance Project Costs.

Bonds Issued to Developers ("Pay as You Go" Financing)

The City may issue a bond or other obligation to one or more developers who provide financing for projects included in this Plan. Repayment of the amounts due to the developer under the bonds or other obligations are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the City's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds or other obligations issued to developers in this fashion are not general obligations of the City and, therefore, do not count against the City's statutory borrowing capacity.

Proposed TIF Project Cost Estimates

City of Sheboygan, Wisconsin

Tax Increment District # 18

Estimated Project List

Project ID	Project Name/Type	Phase I 2018	Phase II 2018	Ongoing with Cash Flow	Total (Note 1)
1	Grading		4,100,610		4,100,610
2	Street Construction		2,525,798		2,525,798
3	Storm Sewer		2,600,825		2,600,825
4	Sanitary Sewer		2,436,350		2,436,350
5	Water Main		2,700,900		2,700,900
6	Stormwater management		100,000		100,000
7	Street Lighting		244,283		244,283
8	Pump Station Capacity Upgrades		1,344,500		1,344,500
9	Allowance for Downstream Sanitary Sewer Capacity Improvements		3,000,000		3,000,000
10	Wetland Mitigation		150,000		150,000
11	Entrance Monuments		300,000		300,000
12	Landscaping		172,000		172,000
13	Legal, Engineering, Contingencies		2,951,290		2,951,290
14	Land Acquisition	2,588,968			2,588,968
15	Developer Incentives (PAGO not forcasted in cash flow)/Revolving loan fund	0		3,425,000	3,425,000
16	TID creation and Administration	30,000			30,000
17	Ongoing Administration			2,183,919	2,183,919
18	Town Taxes	200			200
19	Financing Costs			11,163,380	11,163,380
Total Projects		2,619,168	22,626,556	16,772,299	42,018,023

Notes:

Note 1 Project costs are estimates and are subject to modification

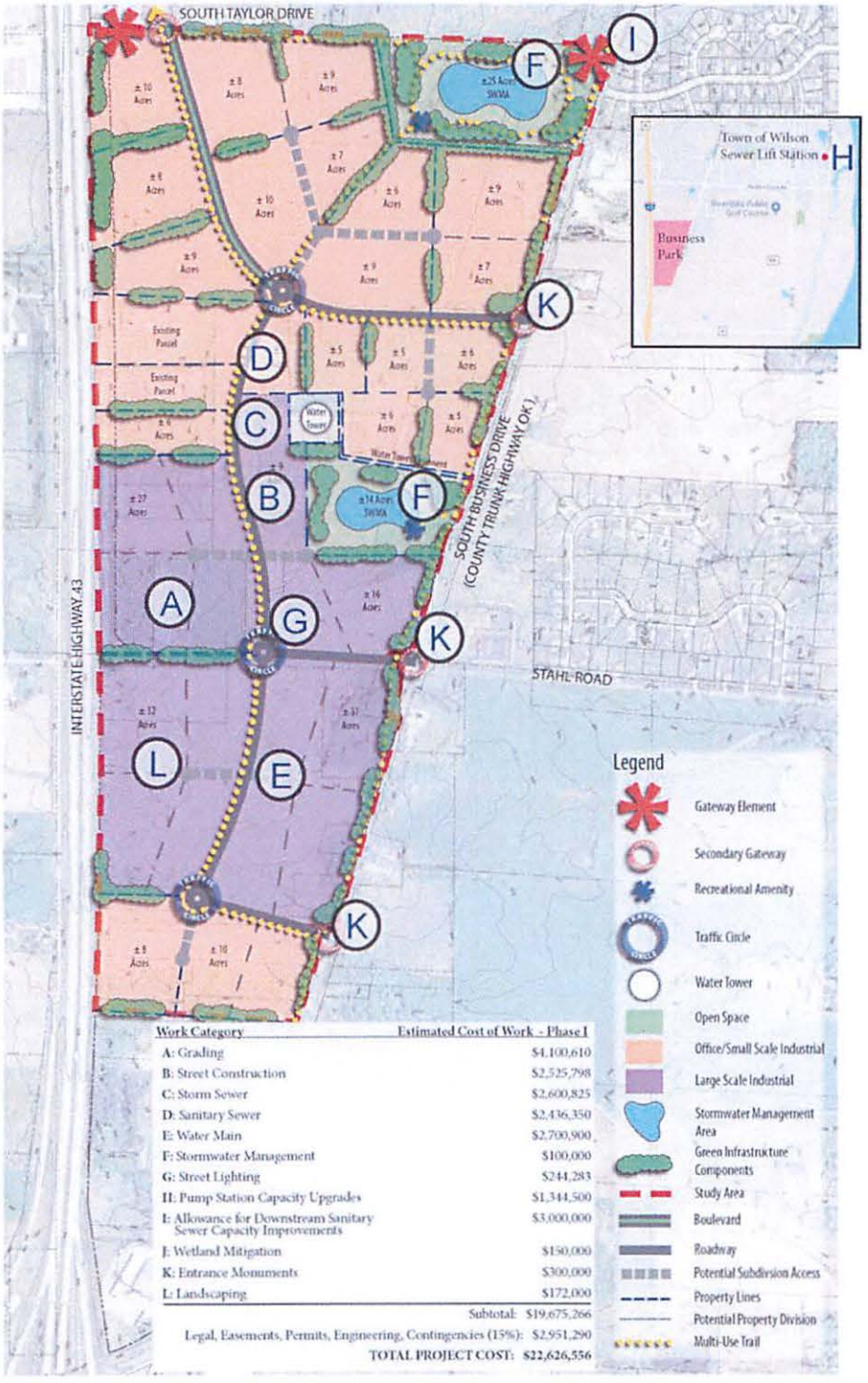
SECTION 9:
Detailed List of Project Costs

All costs are based on 2017 prices and are preliminary estimates. The City reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between 2017 and the time of construction. The City also reserves the right to increase certain project costs to the extent others are reduced or not implemented without amending the Plan. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Plan.

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan.

SECTION 8:

Map Showing Proposed Improvements and Uses



Work Category	Estimated Cost of Work - Phase I
A: Grading	$4,100,610
B: Street Construction	$2,525,798
C: Storm Sewer	$2,600,825
D: Sanitary Sewer	$2,436,350
E: Water Main	$2,700,900
F: Stormwater Management	$100,000
G: Street Lighting	$244,283
H: Pump Station Capacity Upgrades	$1,344,500
I: Allowance for Downstream Sanitary Sewer Capacity Improvements	$3,000,000
J: Wetland Mitigation	$150,000
K: Entrance Monuments	$300,000
L: Landscaping	$172,000
Subtotal:	$19,675,266
Legal, Easements, Permits, Engineering, Contingencies (15%):	$2,951,290
TOTAL PROJECT COST:	$22,626,556

Administrative Costs

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees in connection with the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

With all projects the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating City ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

In the event any of the public works project expenditures are not reimbursable out of the special TIF fund under Wisconsin Statutes Section 66.1105, in the written opinion of counsel retained by the City for such purpose or a court of record so rules in a final order, then such project or projects shall be deleted herefrom and the remainder of the projects hereunder shall be deemed the entirety of the projects for purposes of this Project Plan.

The City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred, by the City and as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges. To the extent the costs benefit the municipality outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning is completed. Prorations of costs in the Plan are also estimates and subject to change based upon implementation, future assessment policies and user fee adjustments.

CDA Type Activities

Contribution to Community Development Authority

As provided for in Wisconsin Statues Sections 66.1105(2)(f)1.h and 66.1333(13), the City may provide funds to its CDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs.

Revolving Loan/Grant Program

To encourage private redevelopment consistent with the objectives of this Plan, the City, through its CDA, may provide loans and/or matching grants to eligible property owners in the District. Loan and/or matching grant recipients will be required to sign an agreement specifying the nature of the property improvements to be made. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the CDA in the program manual. Any funds returned to the CDA from the repayment of loans made are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving loan fund and will continue to be used for the program purposes stated above. Any funds provided to the CDA for purposes of implementing this program are considered eligible Project Costs.

Miscellaneous

Cash Grants (Development Incentives)

The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

Property Tax Payments to Town

Property tax payments due to the Town under Wisconsin Statutes Section 66.1105(4)(gm)1. as a result of the inclusion of lands annexed after January 1, 2004 within the boundaries of the District are an eligible Project Cost.

Projects Outside the Tax Increment District

Pursuant to Wisconsin Statutes Section 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs, and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District: Possible street and intersection improvements as well as possible development incentives.

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff and pollution. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

In order to create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

Gas Service

In order to create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

Communications Infrastructure

In order to create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

There are inadequate street improvements serving areas of the District. To allow development to occur, the City may need to construct and/or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

In order to attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

Site Preparation Activities

Environmental Audits and Remediation

There have been no known environmental studies performed within the proposed District. If, however, it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediations are eligible Project Costs.

Demolition

In order to make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

There are inadequate sanitary sewer facilities serving areas of the District. To allow development to occur, the City will need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs. The improvements to the wastewater treatment facilities, although not within the ½ mile radius, is an eligible project cost under Section 66.1105(2)(f)1 k.

Water System Improvements

There are inadequate water distribution facilities serving areas of the District. To allow development to occur, the City will need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

SECTION 7:
Statement of Kind, Number and Location of Proposed Public Works and Other Projects

The following is a list of public works and other TIF-eligible projects that the City expects to implement in conjunction with this District. Any costs necessary or convenient to the creation of the District or directly or indirectly related to the public works and other projects are considered "Project Costs" and eligible to be paid with tax increment revenues of the District.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

In order to promote and facilitate development and/or redevelopment the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred in order to make the property suitable for development and/or redevelopment. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development and/or redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wisconsin Statutes Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

In order to promote the objectives of this Plan, the City intends to acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving sensitive natural features; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wisconsin Statutes Sections 32.19 and 32.195.

SECTION 6:
Equalized Value Test

The following calculations demonstrate that the City is in compliance with Wisconsin Statutes Section.66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the base value of the proposed District, totals $137,344,580. This value is less than the maximum of $314,352,600 in equalized value that is permitted for the City of Sheboygan. The City is therefore in compliance with the statutory equalized valuation test and may proceed with creation of this District.

City of Sheboygan, Wisconsin

Tax Increment District # 18

Valuation Test Compliance Calculation

District Creation Date	1/1/2018			
	Valuation Data Currently Available 2016	Dollar Charge	Percent Change	Valuation Data Est. Creation Date
Total EV (TID In)	2,619,605,000			2,619,605,000
12% Test	314,352,600			314,352,600
Increment of Existing TIDs				
Existing	126,449,300			126,449,300
Total Existing Increment	126,449,300			126,449,300
Projected Base of New or Amended District	10,895,280			10,895,280
Total Value Subject to 12% Test	137,344,580			137,344,580
Compliance	PASS			PASS

SECTION 5:
Preliminary Parcel List and Analysis

City of Sheboygan, Wisconsin

Tax Increment District # 18

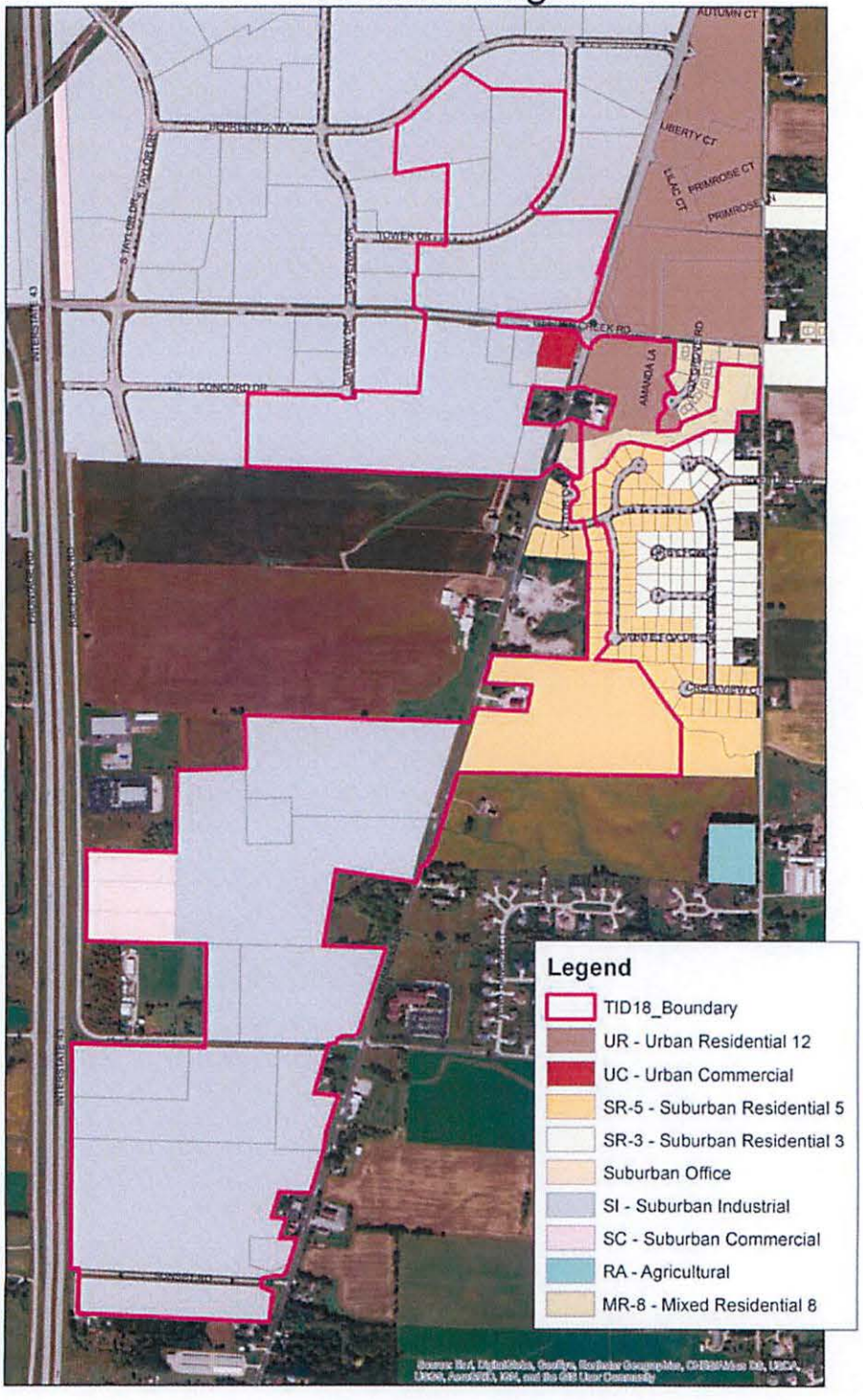
Base Property Information

Property Information					Assessment Information				Equalized Value					District Classification					District Classification		
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	Industrial (Zoned and Suitable)	Commercial/ Business	Existing Residential	Newly Platted Residential	Suitable for Mixed Use	Blighted	Rehab/ Conservation	Vacant
1	59281470936	3103 WEEDEN CREEK RD	NEW WORLD E S HOLDINGS,	1.12	48,900	422,900	20,670	492,470	100.00%	48,900	422,900	20,670	492,470	1.12				1.12			0.00
2	59281470959	4604 S BUSINESS DR	WISCONSIN BANK & TRUST	1.72	112,400	211,900		324,200	100.00%	112,400	211,900	0	324,200	1.72				1.72			0.00
3	59281470942	S BUSINESS DR	CITY OF SHEBOYGAN	0.8	0	0		0	100.00%	0	0	0	0	0.8				0.80			
4	59281470941	3037 WEEDEN CREEK RD	PRECISION RENTALS 3037 LLC	1.8	52,000	237,600	36,810	326,410	100.00%	52,000	237,600	36,810	326,410	1.8				1.80			0.00
5	59281470946		SHEBOYGAN COUNTY HIGHWAY	0.825	0	0		0	100.00%	0	0	0	0					0.00			
6	59281471052	S BUSINESS DR	SHEBOYGAN COUNTY TRANSPORTATION DEPARTMENT	1.425	0	0		0	100.00%	0	0	0	0					0.00			
7	59030459142	S BUSINESS DR	WILSON LAND HOLDINGS LLC	1.55	300	0		300	100.00%	300	0	0	300	1.55				1.55			1.55
8	59030458976	STAHL RD	WILSON LAND HOLDINGS LLC	7.43	1,400	0		1,400	100.00%	1,400	0	0	1,400	7.43				7.43			7.43
9	59281435701	5110 WHITE FOX DR.	HEUNG, RICHARD R. MARY C.	0.34	35,400	147,900		183,300	100.00%	35,400	147,900	0	183,300			0.34		0.34			0.00
10	59281435730	5102 WHITE FOX DR.	ROSENTHAL, STEVEN J. DIANE S.	0.34	30,000	160,900		190,900	100.00%	30,000	160,900	0	190,900			0.34		0.34			0.00
11	59281435699	5022 WHITE FOX DR.	RAUTMANN, JOHN E. BEVERLY A.	0.34	35,100	181,100		216,200	100.00%	35,100	181,100	0	216,200			0.34		0.34			0.00
12	59281435698	5014 WHITE FOX DR.	KLEMME, SCOTT D. BARBARA A.	0.33	35,000	144,100		179,100	100.00%	35,000	144,100	0	179,100			0.33		0.33			0.00
13	59281435703	5128 WHITE FOX DR.	HILPERTSHAUSER, STEVE L.	0.44	29,000	146,500		175,500	100.00%	29,000	146,500	0	175,500			0.44		0.44			0.00
14	59281435702	5120 WHITE FOX DR.	DAEHN, DOROTHY M	0.32	34,000	147,400		181,400	100.00%	34,000	147,400	0	181,400			0.32		0.32			0.00
15	59281435697	5004 WHITE FOX DR.	GLISECK, LEROY J. JULIE A.	0.33	34,900	161,800		196,700	100.00%	34,900	161,800	0	196,700			0.33		0.33			0.00
16	59281435696	4926 WHITE FOX DR.	BEHR, RANDY L & SUSAN F SUSAN F	0.32	33,700	146,100		179,800	100.00%	33,700	146,100	0	179,800			0.32		0.32			0.00
17	59281435695	4916 WHITE FOX DR.	SARTORI REVOCABLE TRUST	0.31	33,100	138,200		171,300	100.00%	33,100	138,200	0	171,300			0.31		0.31			0.00
18	59281435694	4906 WHITE FOX DR	MEYER, JAMES H. & SUE E. SUE E.	0.34	34,100	150,500		184,600	100.00%	34,100	150,500	0	184,600			0.34		0.34			0.00
19	59281435683	4859 VICTOR COURT	WEBER, ROBERT F. DALITA A.	0.46	34,800	135,700		170,500	100.00%	34,800	135,700	0	170,500			0.46		0.46			0.00
20	59281435684	4845 VICTOR COURT	ADAMS, PATRICK J. KRIS A.	0.34	37,400	156,700		194,100	100.00%	37,400	156,700	0	194,100			0.34		0.34			0.00
21	59281435685	4837 VICTOR COURT	THIELKE, MICHAEL D	0.35	30,100	136,700		166,800	100.00%	30,100	136,700	0	166,800			0.35		0.35			0.00
22	59281479086	TOWER DR	OFFICE SERVICE COMPANY LLP	3.7	80,600	0		80,600	100.00%	80,600	0	0	80,600	3.7				3.70			3.70
23	59281479081	4350 TOWER DR	OFFICE SERVICE CO, LLP	10.19	254,900	2,753,000		3,007,900	100.00%	254,900	2,753,000	0	3,007,900	10.19				10.19			0.00
24	59281470711	WEEDEN CREEK RD	BUNMAN PROPERTIES LLC	2.69	58,600	0		58,600	100.00%	58,600	0	0	58,600	2.69				2.69			2.69
25	59281470721	TOWER DR	CITY OF SHEBOYGAN	2.31	0	0		0	100.00%	0	0	0	0	2.31				2.31			
26	59281479085	BEHRENS PKWY	CITY OF SHEBOYGAN	8.503	0	0		0	100.00%	0	0	0	0	8.503				8.50			
27	59030454531	STAHL RD	WI POWER & LIGHT CO	3.99	0	0		0	100.00%	0	0	0	0	3.99				3.99			
28	59030458974	STAHL RD	WILSON LAND HOLDINGS LLC	16.01	3,000	0		3,000	100.00%	3,000	0	0	3,000	16.01				16.01			16.01
29	59281470947	S BUSINESS DR	BOARD OF LAKESHORE VOC	1.788	0	0		0	100.00%	0	0	0	0	1.788				1.79			
30	59030459071		WILSON LAND HOLDINGS LLC	8.022	1,500	0		1,500	100.00%	1,500	0	0	1,500	8.022				8.02			
31	59030459145		WILSON LAND HOLDINGS LLC	34.278	6,100	0		6,100	100.00%	6,100	0	0	6,100	34.278				34.28			34.28
32	59030458975		WILSON LAND HOLDINGS LLC	5.967	1,100	0		1,100	100.00%	1,100	0	0	1,100	5.967				5.97			5.97
33	59030454532		ZEMEZONAK, JIM & KEVIN	15.077	2,800	0		2,800	100.00%	2,800	0	0	2,800	15.077				15.08			15.08
34	59281471015		CITY OF SHEBOYGAN	7.115	0	0		0	100.00%	0	0	0	0		7.115			7.12			
35	59281479103		CITY OF SHEBOYGAN	13.105	0	0		0	100.00%	0	0	0	0	13.105				13.11			
36	59281479101		SHEBOYGAN COUNTY HIGHWAY	0	0	0		0	100.00%	0	0	0	0					0.00			
37	59281471012	4711 AMANDA LN APT A	AMANDA LANE APARTMENTS, LLC	8.744	577,300	3,617,700		4,195,000	100.00%	577,300	3,617,700	0	4,195,000		8.744			8.74			0.00
38	59281471031	S BUSINESS DR	LEE REALTY OF SHEBOYGAN,	26.015	3,700	0		3,700	100.00%	3,700	0	0	3,700				26.015	26.02			26.02
39	59281470943	WEEDEN CREEK RD	CITY OF SHEBOYGAN	34.03	0	0		0	100.00%	0	0	0	0	34.03				34.03			
40	59281470974		CITY OF SHEBOYGAN	32.88	-	-		0	100.00%	0	0	0	0	32.88				32.88			
41	59281470973		CITY OF SHEBOYGAN	2.5	-	-		0	100.00%	0	0	0	0					0.00			
42	59281470975		CITY OF SHEBOYGAN	22.65	-	-		0	100.00%	0	0	0	0	22.65				22.65			
43	59030454503	RACETRACK RD	BRUGGINK TRUST BRIAN J & JULIE K	3.28	600	-		600	100.00%	600	0	0	600		3.28			3.28			3.28
44	59030454502	RACETRACK RD	BRUGGINK TRUST BRIAN J & JULIE K	3.29	600	-		600	100.00%	600	0	0	600		3.29			3.29			3.29
45	59030454501	RACETRACK RD	BRUGGINK TRUST BRIAN J & JULIE K	3.31	600	-		600	100.00%	600	0	0	600		3.31			3.31			3.31
			Total Acreage 296.65		1,643,000	9,196,600	57,480	10,897,080		1,643,000	9,196,600	57,480	10,897,080	229.61	25.739	4.56	26.015	285.92	0	0	130.62
														79.00%	8.86%	1.57%	8.95%	98.37%	0.00%	0.00%	44.94%
													Estimated Base Value 10,895,280								

SECTION 4:

Map Showing Existing Uses and Conditions

TID 18 Zoning



distance of 149 feet, more or less, to the West line of said lands owned by Wright; thence Southerly along the West line of said lands owned by Wright, a distance of 342 feet, more or less, to the Southwest corner of said lands owned by Wright; thence Easterly along the South line of said lands owned by Wright, a distance of 181 feet, more or less, to the West right-of-way of said South Business Drive (County Road "OK"); thence Southerly along said West right-of-way, a distance of 736 feet, more or less, to the North line of lands owned by Marianne Helm (Tax Parcel No. 59030458970); thence Westerly along the North line of said lands owned by Helm, a distance of 227 feet, more or less, to the Northwest corner of said lands owned by Helm; thence Southerly along the West line of said lands owned by Helm, a distance of 200 feet, more or less, to the Southwest corner of said lands owned by Helm; thence Easterly along the South line of said lands owned by Helm, a distance of 106 feet, more or less, to the West line of the lands owned by Marko and Jean Zagar (Tax Parcel No. 59030458960); thence Southerly along the West line of said lands owned by Zagar, a distance of 154 feet, more or less, to the Southwest corner of said lands owned by Zagar; thence Easterly along the South line of said lands owned by Zagar, a distance of 123 feet, more or less, to the West right-of-way of South Business Drive (County Road "OK"); thence Southerly along said West right-of-way, a distance of 291 feet, more or less, to the North right-of-way of Sunset Road; thence Westerly along said North right-of-way, a distance of 152 feet, more or less; thence Southerly and perpendicular, a distance of 66 feet, more or less, to the South right-of-way of said Sunset Road; thence Easterly along said South right-of-way, a distance of 101 feet, more or less, to the West right-of-way of South Business Drive (County Road "OK"); thence Southerly along said West right-of-way, a distance of 215 feet, more or less, to the North line of the lands owned by Timothy and Linda Carr (Tax Parcel No. 59030459011); thence Westerly along said North line of lands owned by Carr and the North line of lands owned by JBJN Rentals, LLC. (Tax Parcel No. 59030459031) and the North line of lands owned by Roger Paavilainin (Tax Parcel No. 59030459020), a distance of 1,447 feet, more or less, to the East right-of-way of Interstate Highway "43"; thence Northerly along said East right-of-wat, a distance of 1,949 feet, more or less, to the South right-of-way of Stahl Road; thence Easterly along said South right-of-way, a distance of 967 feet, more or less, to the West line of the lands owned by Wisconsin Power and Light Company (Tax Parcel No. 59030454531), as extended South to said South right-of-way; thence Northerly along said West line of lands owned by Wisconsin Power and Light Company, as extended South, a distance of 50 feet, more or less, to the point of beginning. Said lands contain 298 acres, more or less.

Southerly along the West line of said lands owned by Linger, 150 feet, more or less, to the Southwest corner of said lands owned by Linger and the North line of Tract "A" of a certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County in Volume 3 on Page 165; thence Westerly along the North line of said Tract "A" and the North line of Lots 12 and 13 of Fox Meadows Addition No. 1, a distance of 240 feet, more or less, to a bend in the North line of said Lot 13; thence Westerly along the North line of said Lot 13 and the North line of Lot 14 and 15 of Fox Meadows Addition No. 1, a distance of 295 feet, more or less, to the North line of Lot 16 of Fox Meadows Addition No. 1; thence Westerly along the North line of said Lot 16 and the North line of Lots 76 and 77 of Fox Meadows Addition No. 4, a distance of 301 feet, more or less, to a bend in the North line of said Lot 77; thence Westerly along the North line of said Lot 77 and the North line of Lot 78 of Fox Meadows Addition No. 4, a distance of 90 feet, more or less, to a bend in the North line of said Lot 78; thence Westerly along the North line of said Lot 78 and the North line of Lot 79 of Fox Meadows Addition No. 4, a distance of 181 feet, more or less, to a bend in the North line of said Lot 79; thence Westerly along the North line of said Lot 79 and the North line of Lot 80 of Fox Meadows Addition No. 4, a distance of 82 feet, more or less, to the West line of Lot 80 thru 82 of Fox Meadows Addition No. 4; thence Southerly along said West line of Lots 80 thru 82, a distance of 329 feet, more or less, to the North right-of-way of Riverdale Avenue; thence Southerly and perpendicular, a distance of 66 feet, more or less, to the South right-of-way of said Riverdale Avenue and the North Line of Lot 94 of Fox Meadows Addition No. 5; thence Easterly along said South right-of-way and North line of Lot 94, a distance of 67 feet, more or less, to the West right-of-way of White Fox Drive and the East line of said Lot 94; thence Southerly along the West right-of-way of said White Fox Drive and the East line of Lot 94, and the East line of Lots 95 thru 103 of Fox Meadows Addition No. 6, a distance of 870 feet, more or less, to the Easterly corner of said Lot 103; thence Southerly along the Easterly line of said Lot 103, a distance of 154 feet, more or less, to the Southeast corner of said Lot 103; thence Easterly along the South line of Lots 104 thru 106 of Fox Meadows Addition No. 6, a distance of 306 feet, more or less, to the Northwest corner of Lot 6 of Stonebrook Crossing; Thence Southerly along the West line of said Lot 6 and the West line of Lots 7 thru 8 of Stonebrook Crossing, a distance of 552 feet, more or less, to the West line of the lands owned by Lee Realty of Sheboygan, INC. (Tax Parcel No. 59281471035); thence Southerly along said West line, a distance of 375 feet, more or less, to the North line of said lands owned by Lee Realty of Sheboygan, INC. (Tax Parcel No. 59281471051); thence Westerly along said North line, a distance of 1,636 feet, more or less, to the East right-of-way of South Business Drive (County Road "OK"); thence Westerly and perpendicular, a distance of 105 feet, more or less, to the West right-of-way of said South Business Drive (County Road "OK"); thence Southerly along said West right-of-way, a distance of 852 feet, more or less, to the North line of the lands owned by Loretta Gilbertson (Tax Parcel No. 59030454541); thence Westerly along said North line of lands owned by Gilbertson, a distance of 567 feet, more or less, to the Northwest corner of said lands owned by Gilbertson; thence Southerly along the West line of said lands owned by Gilbertson, a distance of 571 feet, more or less, to the Southwest corner of said lands owned by Gilbertson; thence Easterly along the South line of said lands owned by Gilbertson, a distance of 458 feet, more or less, to the West right-of-way of South Business Drive (County Road "OK"); thence Southerly along said West right-of-way, a distance of 681 feet, more or less, to the North right-of-way of Stahl Road; thence Southerly, a distance of 102 feet, more or less, to the South right-of-way of said Stahl Road and the Northeast corner of the lands owned by Sandra Wright (Tax Parcel No. 59030458971); thence Westerly along said South right-of-way and the North line of said lands owned by Wright, a

(Tax Parcel No. 59281479082); thence Northerly along the East line of said lands owned by Gosse Investments, LLC., a distance of 349 feet, more or less, to the South right-of-way of Behrens Parkway; thence Easterly along said South right-of-way, a distance of 629 feet, more or less, to the Northwest corner of the lands owned by the City of Sheboygan (Tax Parcel No. 592841479084); thence Southeasterly along the West line of said lands owned by the City of Sheboygan, a distance of 274 feet, more or less, to the Northwest corner of the lands owned by Office Service Company, LLC. (Tax Parcel No. 59281479081); thence Easterly along the North line of said lands owned by Office Service Company, LLC., a distance of 540 feet to the West right-of-way of Tower Drive; thence Southerly and Westerly along said West right-of-way and the North right-of-way of said Tower Drive, a distance of 892 feet, more or less, to a point 80 feet from, and perpendicular to, the Southwest corner of Lot 1 of a Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County in Volume 23 on Page 287; thence Southeasterly and perpendicular, a distance of 80 feet, more or less, to the Southwest corner of said Lot 1 of the Certified Survey Map recorded in Volume 23 on Page 287; thence Easterly along the South line of said Lot 1, a distance of 586 feet, more or less, to the West right-of-way of South Business Drive (County Road "OK"); thence Southerly along the West right-of-way of said South Business Drive (County Road "OK"), a distance of 715 feet, more or less, to the North right-of-way of Weeden Creek Drive; thence Southerly, a distance of 207 feet, more or less, to the Northeast corner of the lands owned by Final Quest, LLC. (Tax Parcel No. 59281470959) and the South right-of-way of said Weeden Creek Drive; thence Easterly along said South right-of-way of Weeden Creek Drive, a distance of 222 feet, more or less, to the Northwest corner of the lands owned by Amanda Lane Apartments, LLC. (Tax Parcel No. 59281471012); thence Easterly along the North line of said lands owned by Amanda Lane Apartments, LLC., a distance of 509 feet, more or less, to the West line of Lots 8 and 9 of Fox Grove, as extended; thence Southerly along the West line of Lots 8 and 9 of Fox Grove, a distance of 223 feet, more or less, to the North corner of Lot 10 of Fox Grove; thence Southwesterly along the West line of said Lot 10, a distance of 60 feet, more or less, to the Northwest corner of said Lot 10; thence Southerly along the Southwest line of said Lot 10, a distance of 150 feet, more or less, to the West right-of-way of Fox Grove Road; thence Westerly and Southerly along said West right-of-way of Fox Grove Road, a distance of 179 feet, more or less, to the Northwest corner of the lands owned by Gary Beaudoin (Tax Parcel No. 59281435420); thence Southerly along the West line of said lands owned by Beaudoin, a distance of 102 feet, more or less, to a bend in the West line; thence Southerly along said West line of lands owned by Beaudoin, a distance of 93 feet, more or less, to the South line of said lands owned by Beaudoin; thence Easterly along the South line of said lands owned by Beaudoin, a distance of 155 feet, more or less, to the Southeast corner of said lands owned by Beaudoin; thence Northerly along the East line of said lands owned by Beaudoin, a distance of 60 feet, more or less, to the Southwest corner of Lot 7 of Fox Grove; thence Easterly along the South line of said Lot 7 and the South line of Lot 6 of Fox Grove, a distance of 255 feet, more or less, to the Southeast corner of said Lot 6; thence Northerly along the East line of said Lot 6 and the East line of Lot 5 and Lot 4 of Fox Grove, a distance of 334 feet, more or less, to the Southwest corner of Lot 2 of Fox Grove; thence Easterly along the South line of said Lot 2 and Lot 1 of Fox Grove, a distance of 293 feet, more or less, to the West right-of-way of Moenning Road; thence Southerly along the West right-of-way of said Moenning Road, a distance of 327 feet, more or less, to the North line of the lands owned by Marianne Linger (Tax Parcel No. 590304544340); thence Westerly along the North line of said lands owned by Linger, a distance of 138 feet, more or less, to the Northwest corner of said lands owned by Linger; thence

lands owned by Opgenorth; thence Westerly along the North line of said lands owned by Opgenorth, a distance of 285 feet, more or less, to the East right-of-way of said South Business Drive (County Road "OK"); thence Westerly and perpendicular, a distance of 88 feet, more or less, to the Westerly right-of-way of said South Business Drive (County Road "OK"); thence Southerly along said West right-of-way; a distance of 52 feet, more or less, to the North line of the lands owned by Robert Meyer (Tax Parcel No. 59030454387); thence Westerly along the North line of said lands owned by Meyer, a distance of 239 feet, more or less, to the Northwest corner of said lands owned by Meyer; thence Southerly along the West line of said lands owned by Meyer, a distance of 274 feet, more or less, to the Southwest corner of said lands owned by Meyer; thence Easterly along the South line of said lands owned by Meyer, a distance of 212 feet, more or less, to the West right-of-way of South Business Drive (County Road "OK"); thence Southerly along said West right-of-way of South Business Drive (County Road "OK"), a distance of 391 feet, more or less, to the North line of the lands owned by the Boerke Company, INC. (Tax Parcel No. 59030454421 and 59030454450); thence Westerly along said North line of the lands owned by the Boerke Company, INC., a distance of 2,154 feet, more or less, to the Southeast corner of the lands owned by Markwardt Commercial Properties, LLC. (Tax Parcel No. 59281470931); thence Northerly along the East line of said lands owned by Markwardt Commercial Properties, LLC., a distance of 529 feet, more or less, to the Northeast corner of said lands owned by Markwardt Commercial Properties, LLC. and the South right-of-way of Concord Drive; thence Easterly along said South right-of-way, a distance 705 feet, more or less, to the Southwest corner of Gateway Drive; thence Easterly along the South right-of-way of said Gateway Drive, a distance 80 feet, more or less, to the Southeast corner of said Gateway Drive; thence Northerly along the East right-of-way of said Gateway Drive, a distance of 50 feet, more or less, to the South line of the lands owned by the Donohue Company, LLC. (Tax Parcel No. 59281470937); thence Easterly along said South line of the lands owned by the Donohue Company, LLC., a distance of 475 feet, more or less, to the Southeast corner of the lands owned by said Donohue Company, LLC.; thence Northerly along the East line of said lands owned by the Donohue Company, LLC., a distance of 531 feet, more or less, to the South right-of-way of Weeden Creek Road; thence Northerly and perpendicular, a distance of 113 feet, more or less, to the North right-of-way of said Weeden Creek Road; thence Westerly along said North right-of-way, a distance of 93 feet, more or less, to the East line of the lands owned by the Bunman Properties, LLC. (Tax Parcel No. 59281470691); thence Northerly along the East line of said lands owned by the Bunman Properties, LLC., a distance of 206 feet, more or less, to a bend in the East line of said lands owned by the Bunman Properties, LLC.; thence Easterly along said East line of the lands owned by the Bunman Properties, LLC., a distance of 25 feet, more or less; thence Northerly along said East line of the lands owned by the Bunman Properties, LLC. and the East line of the lands owned by Airgas USA, LLC. (Tax Parcel No. 59281470701), a distance of 220 feet, more or less, to the South right-of-way of Tower Drive; thence Easterly along the South right-of-way of said Tower Drive, a distance of 209 feet, more or less, to the East line of the lands owned by Inland Realty of Sheboygan, LLC. (Tax Parcel No. 59281479079), as extended South; thence Northerly and perpendicular, a distance of 80 feet, more or less, to the North right-of-way of said Tower Drive and the Southeast corner of said lands owned by Inland Realty of Sheboygan, LLC.; thence Northerly along the East line of said lands owned by Inland Realty of Sheboygan, LLC., a distance of 496 feet, more or less, to the Northeast corner of said lands owned by Inland Realty of Sheboygan, LLC.; thence Westerly along the North line of said lands owned by Inland Realty of Sheboygan, LLC., a distance of 390 feet, more or less, to the Southeast corner of the lands owned by the Gosse Investments, LLC.

Volume 17 on Pages 81 thru 82 and the South line of said Certified Survey Map recorded in Volume 20 on Pages 229 thru 230, a distance of 653 feet, more or less, to the Northeast corner of said Lot 1 of Certified Survey Map recorded in Volume 17 on Pages 81 thru 82 and the Southwest corner of Lot 2 of Certified Survey Map recorded in Volume 20 on Pages 229 thru 230; thence Northerly along the East line of Lots 1 and 2 of Certified Survey Map recorded in Volume 20 on Pages 229 thru 230, a distance of 593 feet, more or less, to the Northeast corner of said Lot 1 of Certified Survey Map recorded in Volume 20 on Pages 220 thru 230; thence Easterly along the South line of the lands owned by Southeast Real Estate, LLC. (Tax Parcel No. 59030454492), 501 feet, more or less, to the Southeast corner of said lands owned by Southeast Real Estate, LLC.; thence Northerly along the East line of said lands owned by Southeast Real Estate, LLC., a distance of 390 feet, more or less, to the South line of the lands owned by the Boerke Company, INC. (Tax Parcel No. 59030454460 and 59030454462); thence Easterly along the South line of said lands owned by the Boerke Complany, INC., a distance of 1,590 feet, more or less, to the West right-of-way of South Business Drive (County Road "OK"); thence Easterly and perpendicular, a distance of 87 feet, more or less, to the East right-of-way of said South Business Drive (County Road "OK"); thence Northerly along said Easterly right-of-way of South Business Drive (County Road "OK"), a distance of 128 feet, more or less, to the South line of the lands owned by Thomas Opgenorth (Tax Parcel No. 59030454580); thence Easterly along said South line of the lands owned by Opgenorth, a distance of 361 feet, more or less, to the Southeast corner of said lands owned by Opgenorth; thence Northerly along the East line of the lands owned by Opgenorth, a distance of 191 feet, more or less, to the Northeast corner of said lands owned by Opgenorth; thence Westerly along the North line of said lands owned by Opgenorth, a distance of 343 feet, more or less, to the East right-of-way of South Business Drive (County Road "OK"); thence Northerly along said East right-of-way of said South Business Drive (County Road "OK"), a distance of 208 feet, more or less, to the South line of the lands owned by Elder Trucking and Excavating, INC. (Tax Parcel No. 59030454391); thence Easterly along the South line of said lands owned by Elder Trucking and Excavating, INC., a distance of 700 feet, more or less, to the Southwest corner of Lot 103 of Fox Meadows Addition No. 6; thence Northerly along the West line of Lots 96 thru 103 of Fox Meadows Addition No. 6, a distance of 786 feet, more or less, to the Southwest corner of Lot 95 of Fox Meadows Addition No. 6; thence Northerly along the West line of said Lot 95 and the West line of Lot 94 of Fox Meadows Addition No. 5, a distance of 164 feet, more or less, to the South right-of-way of Riverdale Avenue; thence Northerly and perpendicular, a distance of 66 feet, more or less, to the North right-of-way of said Riverdale Avenue and the South line of Lot 83 of Fox Meadows Addition No. 5; thence Westerly along said North right-of-way of Riverdale Avenue, a distance of 105 feet, more or less, to the East right-of-way of Victor Court; thence Northerly along said East right-of-way of Victor Court and the West line of Lots 83 thru 85 of Fox Meadows Addition No. 5, a distance of 289 feet, more or less, to the Southwest corner of Lot 85; thence along the West line of said Lot 85, a distance of 69 feet, more or less, to the Northwest corner of said Lot 85 and the Northeast corner of Lot 86 of Fox Meadows Addition No. 5; thence Westerly along the North line of said Lot 86, a distance of 153 feet, more or less, to the East right-of-way of said South Business Drive (County Road "OK"); thence Northerly along said East right-of-way, a distance of 361 feet, more or less, to the South line of the lands owned by Thomas and Nancy Opgenorth (Tax Parcel No. 59030454382); thence Easterly along the South line of said lands owned by Opgenorth, a distance of 270 feet, more or less, to the Southeast corner of said lands owned by Opgenorth; thence Northerly along the East line of the lands owned by Opgenorth, a distance of 244 feet, more or less, to the Northeast corner of said

November 30, 2017

Project No. 8000-10001

City of Sheboygan TID 18

Legal Description:

Being all of lots 1 and 2 of the Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County in Volume 24 on Pages 81 thru 82, all of lot 1 of the Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County in Volume 26 on Pages 87 thru 88, a part of lot 9 of the Sheboygan Business Center, and part of the Southwest 1/4 and Southeast 1/4 of Section 4, all of the Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County in Volume 17 on Page 81, all of Lot 1 of the Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County in Volume 15 on Page 94, all of Lot 1 of the Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County in Volume 21 on Page 204, all of Lots 80 thru 82 of Fox Meadows Addition No. 4, all of Lot 94 of Fox Meadows Addition No. 5, all of Lots 95 thru 103 of Fox Meadows Addition No. 6, and a part of the Northeast 1/4 , Southeast 1/4, Southwest 1/4, and Northwest 1/4 of Section 9, all of Lots 1 thru 3 of the Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County in Volume 15 on Pages 179 thru 182, all of Lots 1 and 2 of the Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County in Volume 18 on Pages 297 thru 299, and part of the Northwest 1/4 of Section 16, all in Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Southwest corner of Section 9; thence Easterly along the South line of the Southwest 1/4 of Section 9, a distance of 1,255 feet, more or less, to the West line of the lands owned by Wisconsin Power and Light Company (Tax Parcel No. 59030454531), as extended to the South, and the point of beginning of the hereinafter described lands; thence Northerly along the West line of said lands owned by the Wisconsin Power and Light Company, as extended to the South, a distance of 33 feet more or less, to the North right-of-way of Stahl Road and the Southwest corner of said lands owned by the Wisconsin Power and Light Company; thence Northerly along the West line of said lands owned by the Wisconsin Power and Light Company and the East line of the lands owned by Robert and Linda Kober (Tax Parcel No. 59030454520), a distance of 661 feet, more or less, to the Northeast corner of said lands owned by Kober; thence Westerly along the North line of said lands owned by Kober and the South line of Lot 3 of the Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County in Volume 17 on Pages 81 thru 82, a distance of 871 feet, more or less, to the East right-of-way of Racetrack Road and Interstate Highway 43; thence Northerly along said Easterly right-of-way of Racetrack Road and Interstate Highway 43 and the West line of Lots 1 thru 3 of said Certified Survey Map recorded in Volume 17 on Pages 81 thru 82, a distance of 653 feet, more or less, to the North line of Lot 1 of said Certified Survey Map recorded in Volume 17 on Pages 81 thru 82 and the South line of Lot 2 of the Certified Survey Map recorded in the office of the Register of Deeds for Sheboygan County in Volume 20 on Pages 229 thru 230; thence Easterly along the North line of Lot 1 of Certified Survey Map recorded in

SECTION 3:

Preliminary Map & Legal Description of Proposed District Boundary

TID 18 Parcels

preserve employment opportunities within the City. The project costs included in this Plan relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.

Based upon the findings, as stated within this Plan, the District is declared to be an industrial District based on the identification and classification of the property included within the district.

increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the District is not created. As required by Section 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been made and can be found in Appendix A of this plan.

4. Not less than 50% by area of the real property within the District is suitable for industrial sites and zoned for industrial use within the meaning of Wisconsin Statutes Section 66.1101. Any real property within the District that is found suitable for industrial sites and is zoned for industrial use at the time of the creation of the District will remain zoned for industrial use for the life of the District.

5. Based upon the findings, as stated above, the District is declared to be an industrial District based on the identification and classification of the property included within the District.

6. The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.

7. The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

8. The equalized value of taxable property of the District, plus the value increment of all existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

9. The City estimates that approximately 4% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b) and 66.1105(6)(am)1.

10. The Project Plan for the District in the City is feasible, and is in conformity with the master plan of the City.

SECTION 2:
Type and General Description of District

The District is being created by the City under the authority provided by Wisconsin Statutes Section 66.1105. This District is created as an "Industrial District" based upon a finding that at least 50%, by area, of the real property within the District is zoned and suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101 (See Section 5 of this plan for a breakdown of District parcels by class and calculation of compliance with the 50% test).

A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The City intends that TIF will be used to assure that industrial, distributor and related private development locates in this District. This will be accomplished by installing public improvements, and making necessary related expenditures, to promote industrial development within the District. The goal is to increase the tax base and to provide for and

within the timeframe desired by the City. In making this determination, the City has considered the following information:

- Some of the sites proposed for development have remained vacant due to lack of adequate infrastructure, property previously located outside the city jurisdiction and ownership by multiple parties. Given that the sites have not developed as would have been expected under normal market conditions, it is the judgment of the City that the use of Tax Incremental Financing ("TIF") will be required to provide the necessary infrastructure and inducements to encourage development on the sites consistent with that desired by the City.

- In order to make the areas included within the District suitable for development, the City will need to make a substantial investment to pay for the costs of: property, right-of-way and easement acquisition, site preparation, installation of utilities; installation of streets and related streetscape items; development incentive payments, loans, and other associated costs. The City will also incur substantial costs for Downstream Sanitary Sewer Capacity Improvements as well as pump station capacity improvements in order to allow for development to occur within the District. Due to the extensive initial investment in public infrastructure and/or rehabilitation that is required in order to allow development to occur, the City has determined that development of the area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, development of the area is unlikely to occur.

- The City's Comp Plan addresses a future expansion of the City's business center utilizing TIF incentives to encourage development. The creation of this District will help foster business expansion within the City.

2. **The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements.** In making this determination, the City has considered the following information:

   - As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected are more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.

   - The development expected to occur is likely to generate approximately 750-1000 jobs over the life of the District. *(source: City staff based upon developable acreage).*

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.**

   - If approved, the District's creation would become effective for valuation purposes as of January 1, 2018. As of this date, the values of all existing development would be frozen and the property taxes collected on this base value would continue to be distributed amongst the various taxing entities as they currently are now. Taxes levied on any additional value established within the District due to new construction, renovation or appreciation of property values occurring after January 1, 2018 would be collected by the TID and used to repay the costs of TIF-eligible projects undertaken within the District.

   - Since the development expected to occur is unlikely to take place or in the same manner without the use of TIF (see Finding #1) and since the District will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the City reasonably concludes that the overall benefits of the District outweigh the anticipated tax

SECTION 1:
Executive Summary

Description of District

Type of District, Size and Location

Tax Incremental District ("TID") No. 18 (the "TID" or "District") is proposed to be created by the City of Sheboygan ("City") as an industrial district on property located along Interstate 43. A map of the proposed District boundaries is located in Section 3 of this plan.

Estimated Total Project Expenditures.

The City anticipates making total project expenditures of approximately $42 million to undertake the projects listed in this Project Plan including financing costs and ongoing development incentives and administrative expenses. The City will be purchasing approximately 95 acres of land following its annexation. The City anticipates completing the infrastructure projects in a second phase. The Expenditure Period of this District is 15 years from the date of adoption of the authorizing Resolution of the Common Council (the "Creation Resolution"). The projects to be undertaken pursuant to this Project Plan are expected to be financed with advances from City funds, increment cash flow and General Obligation debt issued by the City, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council. A discussion and listing of other possible financing mechanisms, as well as a summary of total project financing, is located in Section 10 of this plan.

Economic Development

As a result of the creation of this District, the City projects that additional land and improvements value of approximately $77.2 million will be created as a result of new development, redevelopment, and appreciation in the value of existing properties. This additional value will be a result of the improvements made and projects undertaken within the District. A table detailing assumptions as to the timing of new development and redevelopment and associated values is located in Section 10 of this Plan. In addition, creation of the District is expected to result in other economic benefits as detailed in the Summary of Findings hereafter.

Expected Termination of District

Based on the Economic Feasibility Study located in Section 10 of this plan, this District would be expected to generate sufficient tax increments to recover all project costs by the maximum life of this District in the year 2039.

Summary of Findings

As required by Wisconsin Statutes Section 66.1105, and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. **That "but for" the creation of this District, the development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or**

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Tax Incremental District No. 18 Creation Project Plan

City of Sheboygan Officials

Common Council

Mike Vandersteen	Mayor
Todd Wolf	Council President
John Belanger	Council Member
Roman Draughon	Council Member
Ronald Rindfleisch	Council Member
Rosemarie Trester	Council Member
Mike Damrow	Council Member
Andy Ross	Council Member
Mary Lynne Donohue	Council Member
Markus Savaglio	Council Member
Scott Lewandoske	Council Member
Henry Nelson	Council Member
Bryan Bitters	Council Member
Andrew Schneider	Council Member
Susan Holzschuh	Council Member
Ryan Sorenson	Council Member
Jim Bohren	Council Member

City Staff

Susan Richards	City Clerk
Darrell Hofland	City Administrator
Chad Pelishek	Director of Planning & Development
David Biebel	Director of Public Works
Nancy Buss	Finance Director
Charles C. Adams	City Attorney

Joint Review Board

Mayor Michael Vandersteen	City Representative
Mark Winkel	Sheboygan County
Roy Kluss	Lakeshore Technical College District
Wendy Baackes	Sheboygan Area School District
Roberta Filicky-Peneski	Public Member

EHLERS
LEADERS IN PUBLIC FINANCE

December 17, 2017

Project Plan for the Creation of Tax Incremental District No. 18

City of Sheboygan
spirit on the lake.

Organizational Joint Review Board Meeting Held:	November 28, 2017
Public Hearing Held:	November 28, 2017
Consideration for Approval by Plan Commission:	November 28, 2017
Consideration for Adoption by Common Council:	Scheduled for: December 18, 2017
Consideration for Approval by the Joint Review Board:	Scheduled for: December 28, 2017

(g) Any real property within the District that is found suitable for industrial sites and is zoned for industrial use will remain zoned for industrial use for the life of the District.

4. The Project Plan for "Tax Incremental District No. 18, City of Sheboygan" (attached as Exhibit B) is approved, and the City further finds the Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2018, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED: That pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

James A Bohre

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

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on November 28, 2017 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the District, adopted the Project Plan, and recommended to the Common Council that it create such District and approve the Project Plan and

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

1. The boundaries of the District that shall be named "Tax Incremental District No. 18, City of Sheboygan", are hereby established as specified in Exhibit A of this Resolution.

2. The District is created effective as of January 1, 2018.

3. The Common Council finds and declares that:

   (a) Not less than 50% by area of the real property within the District is suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101, and has been zoned for industrial use.

   (b) Based upon the findings, as stated in 3.a. above, the District is declared to be an industrial district based on the identification and classification of the property included within the District.

   (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.

   (d) The equalized value of the taxable property in the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

   (e) The City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).

   (f) The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.

III

4.8

Res. No. 110 - 17 - 18. By Alderperson Donohue and Bohren.
December 4, 2017.

A RESOLUTION approving the Project Plan and establishing the boundaries for and creation of Tax Incremental District No. 18, City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 18 (the "District") is proposed to be created by the City as an industrial district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
b. An economic feasibility study;
c. A detailed list of estimated project costs;
d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
e. A map showing existing uses and conditions of real property in the District;
f. A map showing proposed improvements and uses in the District;
g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
h. A list of estimated non-project costs;
i. A statement of the proposed plan for relocation of any persons to be displaced;
j. A statement indicating how the District promotes the orderly development of the City;
k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

Finance + Personnel approve

VIII

R. C. No. ____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
December 18, 2017.

Your Committee to whom was referred Res. No. 110-17-18 by Alderpersons Donohue and Bohren approving the Project Plan and establishing the boundaries for and creation of Tax Incremental District No. 18, City of Sheboygan, Wisconsin; recommends passing the Resolution.

mg

_____ _____

_____ _____

_____ _____
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

Gen. Ord. No. _____-17 - 18_____. By Alderpersons Wolf, Schneider, Belanger, Bitters and Nelson. December 18, 2017.

AN ORDINANCE repealing Gen. Ord. No. 76-94-95 so as to eliminate the parking prohibitions that limit parking on both sides of Cherry Lane between South 12th Street and South 11th Street from 7:00 A.M. to 4:00 P.M., school days only.

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

Section 1. Pursuant to Sec. 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," Gen. Ord. No. 76-94-95 which prohibited parking on both sides of Cherry Lane between South 12th Street and South 11th Street from 7:00 A.M. to 4:00 P.M., school days only, is hereby repealed.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to remove the signs giving notification of the aforementioned repealed parking restriction.

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.

Lays Over

_____

_____

_____

_____

_____

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

XI

3.3

R. O. No. 241 - 17 - 18. By CITY PLAN COMMISSION. December 4, 2017.

Your Commission to whom reviewed and discussed the Tax Incremental District (TID) 18 Boundaries and Project Plan at the regular meeting of the City Plan Commission, November 28, 2017, and after due consideration recommends approval of both the TID 18 Boundaries and Project Plan.

Lies Over

4.2

Res. No. 103- 17 - 18. By Alderpersons Donohue, Bohren, Wolf, Rindfleisch and Ross. December 4, 2017.

A RESOLUTION approving the amendments to the Non-Represented Employee Benefits Policy for calendar year 2018, Policy Number HR 101-18.

RESOLVED: That the Common Council hereby approves Policy Number HR 101-18, a copy of which is attached hereto.

Lies over

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

SECTION I: Purpose and Scope

1) Purpose
This policy outlines benefits provided to employees that are not represented by a union. This is a summary of benefits only and does not include all plan provisions, exclusions, and limitations relating to coverage. If differences exist between this document and the Certificate of Coverage, the Certificate of Coverage will govern.

2) Scope and Application
   a. Classifications
   There are two classifications of Non-represented employees:
   - Civilian (non-sworn)
   - Protected Service Command Staff (sworn officers).

   b. Employment Status
   There are several types of employees:
   - Permanent, Full-Time, Benefit Eligible (40 or more hours per week)
   - Permanent, Part-Time, Benefit Eligible (20 to 39 hours per week)
   - Seasonal (non-benefited)
   - Limited Term (non-benefited)
   - Limited Hours (non-benefited)
   - Temporary (non-benefited)

   c. Employment Status / Insurance Benefit Eligibility
   The City of Sheboygan provides a comprehensive health and dental insurance plan for qualified employees, as well as other benefits including paid time off. Permanent, full-time employees (regularly scheduled to work 40 or more hours per week) are eligible for all available benefits. Permanent, part-time employees who work between 20 and 39 hours per week are eligible for a prorated portion of benefits. Permanent, part-time employees that are scheduled less than 20 hours per week are eligible for prorated paid time off following the schedule listed in this document.

   Limited Term, Limited Hours, Seasonal, and Temporary employees are not eligible for benefits.

   d. Employment Status / Other Benefit Eligibility
   Employees may be eligible for Wisconsin Retirement Contributions (WRC) following the schedule-of-benefits identified by the Employee Trust Fund (ETF). In addition, Permanent, Part-Time employees may be eligible for paid time off benefits.

SECTION II: Benefits

3) Direct Deposit
All employees shall be required to have direct deposit. Up to three (3) financial institutions may receive funds, as designated by the employee. A minimum of one (1) financial institution shall be designated as receiving 100% of the remaining direct deposit; the other two (2) options, if elected, need to identify an designated dollar amount of the deposit.

4) Health Insurance
The City offers an Affordable Care Act compliant Qualified High Deductible Health Insurance Plan administered by UMR. This plan has a $1,500 deductible per single/member, and a $3,000 deductible for family. Cost per month is as follows:

2018 Health Insurance Monthly Costs									
	Health Insurance Premium	Full-Time Employee Cost and Percentage		Full-Time Employee Cost with HRA*		Full-Time Employee Cost w/HRA* and 1100 Wellness Points		Part-Time Employee Cost and Percentage	
Single	$741.80	$148.36	20%	$111.28	15%	$60.30	8%	$370.90	50%
Single plus Child/ren	$1,272.68	$254.54	20%	$190.90	15%	$103.48	8%	$636.34	50%
Single plus Spouse	$1,406.64	$281.34	20%	$211.00	15%	$114.36	8%	$703.32	50%
Family	$1,953.60	$390.72	20%	$293.04	15%	$158.84	8%	$976.80	50%

* Health Risk Appraisal

- Employees become eligible for insurance (based on the position they hold) on the first of the month following their start-date. See Summary Plan Document for an overview of benefits.

- Employees on this plan may utilize the In-Health County Clinic. Fees may apply for non-preventive visits and/or appointments.

- Opt-Out Credit: Full-time, qualified employees who chose not to take the City's health insurance are eligible for up to $1,200 per year (pro-rated for partial year opt-out). This benefit will be paid in one lump sum during the last quarter of the calendar year (for active employees or earlier for employee's who leave employment). (This benefit is not available for those whose Health Savings Account was previously partially funded by the City of Sheboygan.)

- Spousal Surcharge: Covered spouses who work full-time and have medical insurance available to them yet remain on the City's plan are charged an additional $100 per month for coverage. A Spousal Waiver Form must be completed by employees on a yearly basis to be considered for a waiver of this fee.

- Health Savings Account: For those on the city's health insurance as of January 1, 2018, the city will partially fund the employee's Health Savings Account ("HSA") following the employee's election. Single participants will receive $600 and Family/limited Family will receive $1,200 in January 2018. Mid-year contributions may apply. See Human Resources for details.

- A Voluntary Group Medicare Supplement Insurance is available for Retirees and/or their spouses transitioning to Medicare for those able to elect a supplement plan.

5) Dental Insurance

The City offers dental insurance administered through Delta Dental. The plan has a $25 deductible per person, with an out-of-pocket maximum of $1,500 per year. See Summary Plan Document for an overview of the benefits.

2018 Dental Insurance Monthly Costs (full-time, permanent employee)

	Premium	Employee Costs	Percentage
Single	$45.24	$ 6.79	15%
Employee plus Spouse	$91.31	$13.70	15%
Employee plus Child/ren	$102.02	$15.30	15%
Family	$149.92	$22.49	15%

- Permanent, eligible part-time employees (working between 20-39 hours per week) are eligible to split the premium contribution with the City, paying 50% of the monthly premium.

- Employees become eligible (based on the position they hold) for insurance on the first of the month following their start-date. See Summary Plan Document for an overview of benefits.

6) Life Insurance

a. Group Life

Upon completion of the qualifying period, the City provides eligible employees with the Wisconsin Group Life Insurance Plan equal to one-times an employee's annual salary. Premiums for basic coverage are paid 50% by the City and 50% by the employee. Additional coverage available for spouse and/or children.

7) Paid Time Off (PTO)

Qualified employees will be eligible for paid time off upon hire and/or through time worked. Part-time, qualified employees will receive a prorated amount of paid time off based on their actual work hours worked the previous year (if part-time the previous year) or the average scheduled projected hours worked divided by a 40-hour work week. (When a person moves to part-time from full-time, the holiday hours follow their scheduled hours, not the hours worked the previous year.)

a. Holidays

Employees are eligible for holiday pay upon hire provided the employee is actively working the day before or after the holiday. If on vacation, the employee must work the day before the scheduled vacation and the day after.

New Years Day	Labor Day	Christmas Eve Day
Friday Before Easter	Thanksgiving Day	Christmas Day
Memorial Day	Day After Thanksgiving	New Year's Eve
Independence Day		

* The observed day may be modified if appropriate and approved by City administration.

b. Vacation

Employees will generally be granted paid vacation benefits as of January 1 of each year based on their length of continuous service with the City of Sheboygan in accordance with the schedule listed below.

Employees with **less** than one year of service on January 1, the schedule is as follows:

Pro-rated Vacation Schedule

Hired the previous	Eligible on the following January 1
January 1 – March 31	40 Vacation Hours
April 1 – June 30	28 Vacation Hours
July 1 – Sept 30	16 Vacation Hours
October 1 – December 31	0 Vacation Hours

Employees with **greater** than 1 full year of service as of January 1 are eligible for the following:

1 – 4 years: 80 Hours
5 – 12 years: 120 Hours
13 – 20 years: 160 Hours
21 + years: 200 Hours

Example

On January 1, an employee has completed 4 years of service. This employee's work anniversary is January 5. He will be *reaching* his fifth year-of-service on January 5. Even though he will be reaching his/her anniversary during the year, the measurement is the **actual years the employee has completed**

as of January 1 (not that which he will be receiving during the year). This employee will be eligible for 120 hours of vacation on January 1 of the following calendar year.

Protected Service Non-Represented Employees (Command Staff with the exception of the Fire Chief) working a 24-hour shift)

If working a Hybrid 24/8 Shift	If working the traditional 24-hour shift:
>5 Years of Service: 6 Tours (144 hours)	>5 Years of Service: 10 Tours (244 hours)
>15 Years of Service: 9 Tours (216 hours)	>15 Years of Service: 13 Tours (312 hours)
>20 Years of Service: 12 Tour (288 hours)	>20 Years of Service: 14 Tours (336 hours)
>22 Years of Service: 14 Tours (336 hours)	>22 Years of Service: 15 Tours (360 hours)

- Vacation must be used during the calendar year or it will be forfeited. On rare circumstances, it may be necessary for a person to carry over up to 40 hours of vacation to the next calendar year. Baring emergencies through the end of December, requests must be approved by the Department Head and forwarded to the Director of Human Resources and Labor Relations for approval by December 15.

- Vacation requires supervisor approval and may be taken in 4 or 8 hour increments

c. Discretionary

Discretionary Paid Time Off (DPTO) is available for qualified employees to take care of personal business or tend to the unplanned issues in life. Absences must be coordinated with supervisor approval where possible/practical to allow for continued departmental operations. Time may be taken in a minimum of 1 hour increments.

This benefit is an "earn-as-you-go" benefit where qualified employee earns 10% of their eligible DPTO schedule per month while actively working. Employees may use the benefit as it is "issued" in the current year prior to the benefit being "earned". That which is not used by the end of the calendar year is forfeited.* **Upon termination, any overage used but not earned must be returned.**

*Discretionary time must be used during the calendar year or it will be forfeited. On rare circumstances, employees may present a hardship in using their discretionary time. Based on the needs of the department (as determined by the respective department head), **up to 24 hours may carried over** into the next calendar year. The carryover would be "instead of" 24 of the 40 hours of vacation carryover, not "in addition to". Baring emergencies through the end of December, requests must be approved by the department head and forwarded to the Director of Human Resources and Labor Relations for approval by December 15.

Prorated PTO Schedule for Civilian Non-Represented Employees:
New full-time employees are issued 8 hours of discretionary time for all full months following 90 days of employment. For example, an employee who starts June 15 would complete 90 days of employment on September 15. That employee would be issued 8 hours of DPTO for October, November and December (24 hours of DPTO). On January 1 following the start-date, that employee would be eligible for 80 hours of DTPO.

DPTO for 24-Hour Command Staff (with the exception of the Fire Chief)

Due to the nature of the position and hours worked, Battalion Chiefs have a separate schedule.

Vacation PTO

96 Hours (4 – 24 hour tours)

b. Sick Leave / Sick Leave Bank (for those hired prior to January 1, 2012)

Employees with a balance in their sick bank accrual may use the paid time off (PTO) immediately during the duration of any state or federal qualifying Family Medical Leave.

8) Voluntary Short-term and Long-Term Disability / Family Medical Leave (FML)

Short and Long-Term disability Insurance is available on a voluntary basis to provide pay-continuation in the event of an extended illness. Family Medical Leave is available to qualified employees as well. FML and Short Term Disability run concurrent to each other. Active employees who go out on a disability may need to utilize available PTO. Once that PTO is exhausted, the employee will be unpaid during the disability. While Family Medical Leave protects an employee's position for 12 weeks, the City of Sheboygan will hold a person's employment status open for 26 weeks (6 months). Once an employee is out beyond 26 weeks, they will be placed on inactive employment status (active employment termination) and the position they hold may be forfeited, filled with another employee or a new employee may be hired. If the terminated employee receives a return to work authorization releasing him/her return to work, the employee may reapply for an open position, but there is no guarantee they will be able to return to their previous position and/or be offered a return to employment.

9) Voluntary Vision Insurance

Though eye exams are covered in the medical insurance plan, this insurance is available to help pay for the cost of glasses, contacts, and other vision products.

10) Voluntary Accident / Critical Illness Insurance

This product is available to offer cover of hidden costs related to accidents and critical illnesses. This voluntary product is available to assist in expenses related to those hidden costs (cost of lost time from work, deductibles, copays, etc.).

11) Mileage

Mileage is paid to employees who use their personal vehicles to perform work-related activities. The City of Sheboygan reimburses at the IRS mileage rate.

12) Uniform Allowance

Employees who are required to wear special clothing or use special equipment for their work will receive an allowance as follows (amount issued is applicable to IRS tax regulations):

a)	Uniform Allowance:	$100 yearly
b)	Safety Shoes/Boots/Equipment:	$100 yearly
c)	Glasses with safety lens / frame	$ 50 once every two years
d)	Protected Service Command Staff and Fire Chief Uniform Allowance	$425 yearly

13) Overtime Pay

Non-exempt employees working over 40 hours in a week are eligible to receive time and one-half pay for hours worked over 40. **Other than Holiday paid time off**, only actual hours worked count in the calculation of overtime. All other paid time off (PTO) time taken/paid does not count in the calculation of time worked for overtime pay purposes.

14) Parking

City employees will receive employer paid parking, either a specific parking location or a parking lot.

15) Bereavement Pay

Employees will receive up to three days of paid time off for their immediate family members and one day of paid time off for extended family members. Immediate family members include mother, father, step-mother, step-father, brother, sister, spouse, child or step-child. Extended family members include brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunts, uncles, parent-in-laws, and grandparents.

16) Jury Duty

Employees who are subpoenaed and serve on jury duty on an involuntary basis on any days which are scheduled workdays for them shall be excused for the time spent in jury service and shall receive their regular rate of pay (no greater than 8 hours of pay for each full day served) for said time served on jury duty, not to exceed sixty (60) days per calendar year, subject to the following provisions:

(a) The employee must present proof of jury duty service, stating the dates and hours per day served on jury duty.
(b) The employee shall immediately endorse his/her check for such jury service over to the human resources/payroll department.
(c) When the employee is excused for jury service, the employee shall report back to work within one hour to complete his/her shift unless the employee choses to utilize paid time off for the absence.

17) Shift Premium

Shift Premium will be paid to non-exempt, hourly employees as follows*:

Work Hours from 6:00 a.m. – 5:59 p.m. No Shift Premium

Work Hours from 6:00 p.m. –5:59 a.m. $0.40 per hour

*Various positions may have a unique shift premium schedule based on department and/or employee need and may range from $0.35-$0.45 per hour.

18) Wisconsin Retirement System (WRS)

Employment with the City of Sheboygan may qualify an employee to participate in the Wisconsin Retirement System. The City will provide the WRS required city contribution. Employees will be required to pay the required employee portions following WRS guidelines for both Civilian Non-Represented Employees and Protected Service Non-Represented Employees.

19) Residency

Protective Service Non-Represented Employees, including the Command Staff and Fire Chief, must establish a residence within 15 miles of City boundaries.

20) Severance/Termination Pay at Retirement, Death, Layoff without Cause, and Termination

Employees leaving in good faith may qualify for a severance payout. In the event of an employee's retirement, resignation with notice, termination without cause or layoff, the employee qualifies for all unused vacation the year in which the employee becomes inactive. Upon death, the employee's beneficiary/estate will be issued a severance payout in accordance with state/federal requirements. Those who quit while a disciplinary action is being performed, are terminated for willful misconduct, or fail to provide 2 weeks resignation will not be eligible for a severance payout. Discretionary PTO cannot be included in the 2-week resignation notification and will not be paid out. The term "retirement" as used herein shall mean the employee must be retired under the Wisconsin Retirement System and has applied for and will be or is receiving monthly annuity payments immediately after the retirement date.

a) Vacation Severance

All earned and unused vacation a person became eligible for on January 1st of the year in which their employment is terminated will be paid out providing employee provides a minimum of two (2) workweeks notice. PTO may not be used during the two-week resignation time.

*Protective Service employees assigned to the 24-hour shift or 24-hour hybrid shift will have the following formula for vacation severance calculation: regular, biweekly pay divided by 112 multiplied by 24.

b) Sick Bank Account

Upon a qualified retirement (WRS eligibility requirements), employees with a balance in their sick bank account are eligible to receive a portion of the account to either use towards the cost of post-employment medical insurance premiums or a cash payout of 50% of the maximum qualified value. The maximum eligible amount an employee "qualifies" for depends on the employee/union group the employee was part of as of December 31, 2011:

As of December 31, 2011	Qualified Value Available For Retiree	
And Upon Retirement	Medical or COBRA Med Insurance	Eligible Payout Value
Non-Rep Employees:	Up to 576 Sick Bank hours = Max Value	50% of Max Value
AFSCME (DPW) & City Hall:	Up to 672 Sick Bank hours = Max Value	50% of Max Value
Professionals:	Up to 640 Sick Bank Hours = Max Value	50% of Max Value

Example: DPW Employee/City Hall Employee
A long-term DPW employee decides to retire. He was hired in 1980 (employees hired before 1978 do not have their bank divided by 2). On December 31, 2011, this employee made $17.86 per hour and he had 972 hours in his Sick Bank. The value of his Sick Bank $17,359.92 as of December 31, 2011, and he has not used time from the bank since then. Upon actual retirement (WRS eligible, receiving an annuity), he has the ability receive a portion of that bank in one of two ways:

Option 1: ***Qualified Portion applied to COBRA medical insurance continuation***
The retiring employee may apply the qualified portion of his Sick Bank to apply towards the medical insurance election (COBRA). (This money is not available for dental or other COBRA benefits.) This employee's ***Qualified Max Value*** is 672 hours x $17.86 or $12,001.92.

Option 2: ***Qualified Portion 50% Payout***
The retiring employee may choose to receive a lump-sum payout equal to 50% of his ***qualified portion of the max value***. His *qualified* Maximum Value payout is $6,000.96.

c) Good Attendance Bonus
Tier I and II employees (non-rep employees as of December 31, 2011) may have earned a value based on their good attendance. Employees may use the value to pay for medical insurance premiums if the employee elects to remain on the City's medical insurance program. There is no cash payout of this value if the employee leaves the City's medical insurance plan. The value of the bonus will be based on the number of hours over maximum bank as of December 31, 2011/8 x $60.

d) Post-Employment Health Insurance Plan / Surviving Spouse
Non-represented employees qualify for continuation of coverage in health and dental insurance. Due to the changes in benefits over time, some employees may have grandfathered benefits. For reference purposes, there are 3 classifications employees may fall into relating to post-employment health insurance:

Class / Tier I
WRS vested employees who, as of December 31, 2011, were retirement eligible but chose not to retire prior to December 31, 2011. Tier I employees will retain the benefit as-is; that is, these employees will be eligible to continue on the City's medical insurance upon retirement after December 31, 2011. As of December 31, 2011, Tier I employees achieved at least 15 years of service with the City of Sheboygan, with at least 5 years as a non-represented employee, and had reached retirement age according to WRS retirement eligibility (55 for non-protective services and age 50 for protected services) on or before December 31, 2011. In all categories, if spouse becomes Medicare eligible, Medicare must be primary:

Benefit:
Exempt Employee*:
Eligible to continue on the City's employee s medical insurance plan for up to 10 years.
Single Continuation of Coverage: Paid 100% by the City
Family Continuation of Coverage: Paid 60% by the City

Non-Exempt Employee*:
Eligible to continue on the City's employees medical insurance plan for up to 5 years.
Single Continuation of Coverage: Paid 100% by the City
Family Continuation of Coverage: Paid 60% by the City

Class / Tier II

Non-represented employees as of December 31, 2011 (employee was not in a bargaining unit) who did **not** meet eligibility for retirement under WRS guidelines as of December 31, 2011. Upon retirement, providing an employee in this group achieves at least 15 years of service as a non-represented employee and retires from an exempt position, the employee is eligible to remain on the health insurance plan for 5 years post-retirement. A non-exempt employee who has been a non-rep for at least 15 years is eligible to remain on the health insurance plan for 2.5 years post-retirement. Premium payment in either situation is 50% City funded and 50% employee funded for either Single or Family coverage until either the retired employee or spouse becomes Medicare eligible.

Class / Tier III

All new employees hired on or after January 1, 2012, and employees hired before January 1, 2012 who were covered under an employment contract prior to January 1, 2012 are qualified for COBRA continuation of coverage. COBRA is available for 18 months following the last day of the month in which an employee retires or terminates employment.

Surviving Spouse

In the event an active employee dies, the surviving spouse may remain on the City of Sheboygan Health Insurance Plan. The spouse would be responsible for 100% of the premium contribution plus 2% administrative fees. In the case of death of a retired employee in Class I or Class II, the spouse would be eligible to continue on the City of Sheboygan health insurance plan until the spouse becomes eligible for health insurance through his/her own employer, by marriage, or becomes Medicare eligible. The surviving spouse would be responsible for the same premium contribution. In the case of death of a retired employee in Class III, the spouse may be eligible for an additional COBRA benefits, following federal guidelines.

21) Severance/Termination Pay at Retirement, Death, Layoff without Cause, and Termination for Protected Service Non-Represented Command Staff Employees (with the exception of the Fire Chief)

Upon a promotion from Local 483 into a Fire Command Staff position (with the exception of the Fire Chief), and upon reaching a WRS qualified retirement for protected, sworn employee and who actually retires, a Fire Command Staff (with the exception of the Fire Chief) may retain the retirement severance benefits earned at time of promotion "OR" follow applicable Non-Represented retirement benefits (Tier II or III, depending on start-date of promotion). Said election to be made at time of retirement notification.

XI

4.1

Res. No. 104 - 17 - 18. By Alderpersons Donohue, Bohren, Wolf, Rindfleisch and Ross. December 4, 2017.

A RESOLUTION adopting the 2018 City of Sheboygan Compensation Program for Non-Represented Employees.

RESOLVED: That the Common Council hereby adopts the 2018 City of Sheboygan Compensation Program for Non-Represented Employees, a copy of which is attached hereto and incorporated herein.

Lies over

James A. Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

COMPENSATION PROGRAM

FOR

NON-REPRESENTED EMPLOYEES

CALENDAR YEAR 2018

Resolution to Amend to Council: December 18, 2017

Agenda Item Finance and Personnel Committee: December 11, 2017
Substitute of Resolution.

Approval by City Council:

(Replaces 2018 Non-Rep Comp Plan adopted by way of Res. xxx-17-18)

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Exhibits

I. EXECUTIVE SUMMARY

Approximately ten years ago, the City of Sheboygan completed a comprehensive review of the compensation program in place at that time for Non-Represented employees. Many current Non-Represented positions were covered under collective bargaining agreements and were not included in the review. In 2012, when various collective bargaining agreements dissolved, all positions were melded into the sixteen salary grades that were identified in an range that reasonably fit the pay.

In the past few years, two noticeable changes have occurred in the approach to compensation. First, most public employers and other professional organizations have adopted a "market-based" approach rather than a standard pay grade approach. This approach evaluates the position and determines the fair market value (also known as the "Control Point") for an employee who is fully trained in the position. The second noticeable change is the accelerated fashion a new employee receives market value once trained.

During the first part of calendar year 2017, a review was completed by Sandy Rohrick, the Director of Human Resources and Labor Relations. This review ultimately re-categorized employees in a new pay scale. In some cases, job titles changes are recommended. In all cases, placement in a pay range was based on the most appropriate market rate based on the actual job duties. This is often a complicated process due to cross functioning departments and responsibilities both in the City of Sheboygan and with other municipalities. As such, in addition to reviewing various compensation studies throughout the State of Wisconsin, many one-on-one communications took place with various Human Resources Departments of comparable locations. The results of this review are listed in this document.

This approach was previously adopted in the City of Sheboygan Department of Public Works, which introduced a modified step increase program for employees under the control point. This was launched in 2017, with the step increase program starting in 2018. This move provides advanced acceleration in pay for those in training and hopes to provide a more defined career path for trained employees.

II. GENERAL COMPENSATION PHILOSOPHY

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

III. GENERAL PROGRAM DEFINITIONS

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

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

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

Employer: The City of Sheboygan.

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

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

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

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

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

IV. ROLE OF THE HUMAN RESOURCES DEPARTMENT IN COMPENSATION ADMINISTRATION

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

1. Developing, implementing, and monitoring organization-wide compensation policies, procedures and programs, and ensuring adherence to them.

2. Developing and maintaining current job analysis and job description information throughout the organization, continually monitoring changes to the jobs, and revising analyses and job descriptions as appropriate.

3. Providing analysis and recommendations to support the annual compensation policies to be made by the Common Council as described in Section VII or VIII.

4. Providing compensation administration reports and data needed for effective program review and control.

5. Developing recommendations for and implementation of approved pay rates, pay structures and pay practices; reviewing market data to determine changes necessary to ensure that the organization is competitive within the relevant municipal and private sector labor markets.

6. Ensuring compliance with wage and hour laws and regulations.

7. Consulting with external compensation consultants and/or experts, as well as internal managers, supervisors, and employees on compensation and performance management problems and issues.

8. Developing, implementing and monitoring performance management policies, procedures and programs. This includes developing and reviewing the effectiveness of performance appraisal activities and ensuring that employees receive timely and accurate appraisals.

9. Preparing updates to the compensation program document contained herein for council review and approval, and providing this information to all employees covered by the program.

10. Educating employees on the current compensation program.

V. ROLE OF THE INDIVIDUAL DEPARTMENT IN COMPENSATION ADMINISTRATION

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

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

2. Reviewing and approving all job descriptions and ensuring that the Human Resources Department is informed of all new and changed jobs so that jobs can be re-analyzed and new job descriptions can be developed.

3. Reviewing each employee's performance at least once a year and recommending any salary increase deemed appropriate. This task requires discussing the performance review and rating with the individual employee and submitting the required appraisal forms to the Human Resources Department for review and discussion of pay adjustments.

4. Recommending revisions in compensation administration policies, procedures, and practices to the Director of Human Resources and Labor Relations when deficiencies and problems are identified.

VI. ROLE OF THE DEPARTMENT HEAD ADVISORY COMMITTEE IN COMPENSATION ADMINISTRATION

The role of the Department Head Advisory Committee in compensation is one of providing a broad-based review of, and input into, overall compensation activities. The Department Head Advisory Committee on this issue includes the City Administrator, all Department Heads, the City Attorney, the Mayor, and the City Clerk. The Human Resources Director acts as Chairperson for personnel related matters.

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

1. At the request of the Director of Human Resources and Labor Relations, provide counsel and assistance with regard to the integrity and effectiveness of the compensation program for non-represented employees;

2. Review and provide input into the annual major pay policy recommendations made by the Director of Human Resources and Labor Relations, before presentation to the Finance and Personnel Committee (see Section VII).

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

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

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

The Finance and Personnel Committee performs the following functions:

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

   a. range adjustments

   b. across-the-board increases, (if applicable)

   c. merit increase annual budget

2. Approves all modifications to the compensation program described herein, for final approval by the Common Council.

VIII. ROLE OF THE COMMON COUNCIL IN COMPENSATION ADMINISTRATION

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

1. How much, if any, pay ranges should be adjusted to be externally and internally competitive;

2. How much, if any, should be budgeted for across-the-board adjustments (if necessary to maintain internal equity);

3. How much should be budgeted for merit increases;

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

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

IX. SALARY STRUCTURE

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

MINIMUM RATE

The salary for any employee shall not be less than the minimum established for their pay grade provided the minimum requirements of knowledge and/or certification of the position are met. **An employee may be hired under the minimum rate in a training capacity. Once that minimum training or minimum required education and/or certifications are met, the employee must be brought to the minimum rate for the position.**

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

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

MAXIMUM RATE

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

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

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

1. Known or reasonably anticipated range adjustments for the next year reported by comparable employers used in the market analysis;

2. Analysis of economic conditions faced by the City Government (e.g. loss of shared revenues); and

3. Range adjustments occurring in the City's union contracts or reasonably anticipated by the Director of Human Resources and Labor Relations.

4. The Consumer Price Index (CPI) as determined by WDOR (Wisconsin Department of Revenue)

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

X. EXTERNAL RELATIONSHIP

A. POLICY

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

B. SALARY SURVEYS

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

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

1. A salary range midpoint of a classification is insufficient to attract qualified candidates for employment;

2. A continuing turnover pattern in a classification can be directly linked to established compensation levels; or

3. Management deems that specific external relationships must be examined.

C. COMPOSITION OF THE MARKET

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

1. Set pay levels which attract a sufficient quantity of qualified applicants to fill open positions.

2. Retain its high-performing, valuable employees over time, in order to recoup training investments, optimize organizational effectiveness, and minimize unwanted turnover.

Market data shall be gathered directly from other cities through public information requests or as part of a participant or direct consultation of other qualified surveys which include, but are limited to, the following jurisdictions:

Appleton	Beloit	Eau Claire	Fond du Lac	LaCrosse
Janesville	Manitowoc	Oshkosh	Sheboygan County	

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

D. MARKET ANALYSIS PROCESS

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

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

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

1. The Director of Human Resources and Labor Relations will gather pay data from relevant positions within the City's current workforce as a comparable – that is the "internal market".

2. Relevant market data will also be reviewed with both municipal and private industry employers in the area. Wherever possible, the City of Sheboygan will participate in qualified surveys being performed either through other municipalities or will hire an outside agent to perform a survey if necessary. In addition, the Human Resources Department will perform a direct information search, gathering applicable data directly from other municipalities through a public information data request.

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

XI. ASSIGNMENT OF POSITIONS TO SALARY GRADES

A. POLICY

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

B. PROCESS

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

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

The assignment of classifications to pay grades shall be recommended by the Director of Human

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

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

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

XII. WAGE AND SALARY GUIDELINES

A. POLICY

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

B. GUIDELINES

1. Salary Offers to New Employees

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

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

The following guidelines shall apply to these situations:

a.) Given the law of supply and demand, once a candidate is chosen, the employee's current rate of pay or most recent rate will be taken into consideration at the time an offer is made.

b.) Generally speaking, applicants who don't fully meet or barely meet the minimum education and/or experience requirements may be hired lower than the range minimum for the pay grade in which their position has been placed. Applicants in the category must demonstrate a propensity to gain the necessary skills within a reasonable time. (An example may be driver who needs a CDL to perform a certain position and is actively enrolled in a training program at the time an offer of employment is made. The new employee may be hired less than the minimum pay until the driver becomes certified with a CDL, at which time the employee will be brought to the minimum pay for the position.)

c.) Once an employee is paid the maximum salary range, no additional compensation will be issued until the point at which a range is recommended to increase.

2. **Salary upon Promotion**
A promotion is defined as a change by an employee from one position to another which has a higher salary range. At a minimum, promoted employees shall be placed at either the minimum rate in the new salary range, or their current salary, whichever is greater. Every promotion is unique. A reasonable approach will be taken to provide an appropriate incentive for the chosen candidate. All promotional salary offers must be approved by the Director of Human Resources and Labor Relations.

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

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

5. **Salary upon Change in Pay Grade Due to Market Survey Analysis**
When, as a result of the market survey analysis periodically undertaken by the City, an employee's classification is placed into a different pay grade, there will typically be no salary adjustment. If the employee's present salary is at the top pay for the grade or more than the new range maximum, the employee will not be eligible for an increases to his/her base pay while his/her salary equals or exceeds the range maximum.

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

7. **Part-Time Employment**
Part-time employees are those in which the employee is normally scheduled to work less than forty (40) hours in a work week. This includes intermittent positions working up to eight (8) hours per day on an irregular and uncertain schedule which alternately begins, ceases, and begins again as the needs of the City require. Part-time employees shall be hired

at a pay grade which is equivalent to or compatible with the hiring rates established for similar full-time classifications. Permanent part-time employees shall be eligible for salary increases under the same manner as full-time employees

XIII. COMPENSATION ADMINISTRATION

A. POLICY ON SALARY INCREASES

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

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

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

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

B. PERFORMANCE EVALUATION

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

Each employee will receive a performance review every 12 months. The review will be performed during the last quarter of the calendar-year with any identified increase to be effective January 1, 2018.

The review form has 4 categories of performance: Unacceptable, Below, Successfully Achieved and Exceeds. Exhibit #3 is one example of an acceptable yearly performance evaluation. Electronic evaluations may also be utilized. In addition, the City Administrator may have an evaluation form that is unique to the position, as governed by the Finance and Personnel committee and the direction and approval of City Council.

Goals are also established during the evaluation process, primarily by the supervisor with input from the employee. Wherever possible, goals are SMART (Specific, Measurable, Attainable, Relevant, and Time-bound). Supervisors and/or Department Heads and the employee need to

document the employee's goals for the upcoming evaluation year, and may use one of two goals template listed in Exhibit #4.

C. MERIT ADJUSTMENTS BASED ON PERFORMANCE EVALUATIONS

Merit adjustments are granted to employees to encourage efficiency and to reward performance when the City's economic conditions permit. Merit increases are not automatic; nor does an employee acquire any right to an increase because of length of service or time in a job. Merit adjustments are based upon his/her supervisor's appraisal of the employee's performance in relation to established performance standards and goals. A merit adjustment should reflect a performance level that has been consistently demonstrated over a meaningful period of time, typically 12 months. If merit adjustments are awarded to the employee based on their performance, any pay increase will be issued on January 1, 2018, or in the first payroll of 2018 following council approval of the plan.

1. Establishment of the Merit Increase Budget

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

2. Merit Increase Amount

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

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

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

3. Merit Adjustments Applied to Current Salary

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

expected for employees who constantly perform at those levels, as well as those who either have greater experience levels when starting the position or those who have a greater length of time on the job.

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

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

5. **Performance Appraisal Review Procedures**
   All employees shall be evaluated by their department head a minimum of once per year. The employee's supervisor shall evaluate each employee's performance for the period following the employee's last performance appraisal review and recommend a merit adjustment for the employee that is consistent with the established merit adjustment amount, using either a manual performance appraisal process (Exhibit #1) and appropriate form (Exhibit #3), or utilizing the on-line review process in MUNIS. In addition, the employee will be provided a feedback opportunity by completing an Employee Questionnaire Form (Exhibit #2) or completing the on-line questionnaire.

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

7. **Merit Increases Effective Date**
   Except in the case of delayed or denied increases, the effective date for application of the merit adjustment increase shall be the first payroll in January of the following year.

8. **Performance Appraisal Appeal Process**
   Following a completed Performance Evaluation, the supervisor will notify the employees of the appropriate merit adjustment. If the employee is not in agreement with the merit adjustment identified, the employee may request a meeting with the Department Head. If the employee continues to be dissatisfied, the employee may request a meeting with the Director of Human Resources and Labor Relations. A final appeal will be allowed in front of the

City Administrator. The employee will need to complete a *Notice of Evaluation Appeal Form* (Exhibit#6) which is then submitted to the Director of Human Resources and Labor Relations who will submit the Notice of Evaluation Appeal Form to the City Administrator. The City Administrator will schedule a meeting with the employee and the employee's department head to hear the employee's appeal, after which the City Administrator will either confirm the recommended merit adjustment or approve a new merit adjustment for the employee based upon additional objective facts. The decision will be confirmed in writing to the employee, and this decision shall be final. This appeal shall not, in any way, affect the employee's position within the department or as an employee of the City of Sheboygan.

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

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

XIV. COMPENSATION PROGRAM REPORTING

A. POLICY

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

B. PROCESS

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

1. A breakout of requested annual adjustment dollars by component:

   a. Merit Adjustments

   b. Equity Adjustments

2. Assurance through Human Resources Department review that all employees have been evaluated.

3. A confidential report on the distribution of performance ratings.

4. Any other information deemed pertinent by Council.

XV. PLAN COMMUNICATION AND MANAGEMENT TRAINING:

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

1. Preparing and distributing plan information for all new employees as part of the orientation process.

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

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

1. City compensation policies and procedures.

2. Sound pay-for-performance practices and City compensation techniques such as the use of pay increase guidelines.

3. Use of the budgeted merit adjustment and methods for forecasting increases.

4. Use of planning worksheets which include individual employee's past performance rating history, past raises, and timing of these raises, to provide the information to allow increases to be based on long-term performance opposed to short-term changes.

Exhibit #1
Performance Evaluation Process

Workforce Planning & Development Program

On-going organizational success depends on the intellectual capital within the organization. This program is a critical strategic tool for attracting and retaining qualified employees to sustain our organization and ensure that employees are achieving their own personal development goals. In an effort to provide feedback for both employees and supervisors, both need to review their performance for both identified goals from the previous year and the employees performance throughout the calendar year. There are 4 general categories to describe the employee's performance.

Exceeds / Outstanding Performance
Successfully Achieved Expectations
Development / Improvement Needed
Unacceptable Performance

How To Proceed in the Evaluation Process

Step 1: Provide Employees with a Performance Evaluation Form and Feedback Questionnaire
Each employee should be provided a blank Performance Review and Feedback Questionnaire and provide the completed forms at the time of the sit-down meeting with their supervisor.

Step 2: Supervisor Completes The Review And Schedules A Meeting Time
Prior to the face-to-face meeting, supervisors need to complete a performance review for employees and either identify goals for the employee, inform the employee of the goals for the department or review the employees own professional goals.

Step 3: Determine Merit Adjustment
Supervisor should review the employees job description and responsibilities, as well as review where the position fits on the 2018 Non-Represented Pay Schedule or Department of Public ("DPS") Works Pay Plan.

DPW Labor:

Those at mid-point or above, but less than top pay:
Eligible for up to a 2% total merit increase for accomplishing outstanding performance throughout the year in their daily responsibilities and in the accomplishment of goals; up to a 1.5% total merit increase for successfully achieving, and less or no increase for less than achieving performance.

Employees below mid-point are eligible for a step-increase based on their performance. The employee will have "passed" his/her review by completing his/her responsibilities, meeting or exceeding expectations.

Non-represented, Non-labor Employees:

Employees whose pay is in the first or second quartile of the pay range ("Q1 or Q2") will be eligible for additional compensation between 1-4% following the Non-Represented Employee Developmentand Reward Program Guide.

Employees whose pay is at market rate or higher will be eligible for a performance increase up to a 2% (not to exceed the top pay for the position.)

*See the Non-Represented Employee Development and Reward Program Guide for additional information.

Step 4: Department Merit Increase Award Amount to Human Resources
By December 31, 2017, all departments need to have completed a performance evaluation for all Non-represented employees and provide a final list of merit increase amounts for employees within the department to the Human Resources Office.

Exhibit #2
Employee Questionnaire Form

Employee Feedback and Succession Questionnaire

(Part of the Performance Evaluation Process)

In an effort to improve communication, please take some time to answer the following:

Name (Please print) _____ Date _____ Department _____

Current Position _____ Evaluation Period Calendar Year 2017

1. What were your most significant work-related accomplishments this past calendar year? (Include projects, assignments, new skills or knowledge gained.)
2. What are your goals for the next evaluation period?
3. What are your career aspirations within the City of Sheboygan? Is there another position or department you may be interested in? Feel free to include thoughts or ideas on a position that may or may not exist but you feel should.

   In the next 1 to 3 years, my career goal is to: _____

   _____

   Where do you see yourself in 5 or more years: _____

   _____

4. What additional training or development would help you improve and/or enhance your work performance today?
5. What feedback did you receive that made you most proud about the work that you do?
6. What feedback would you like about your performance that you aren't currently receiving?
7. What kinds of flexibility would be helpful to you in balancing your work and home life?
8. If you could change one thing about your job or the city as your employer, what would it be?
9. In an effort to improve communication from the city and within your department, please identify the following:
   a. What type of communication practices work best for you within your department:
   b. What type of communication would you like to receive within your department, either about your department or about the city?

Exhibit #3

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

Yearly Performance Evaluation

Name: _____ Clock: _____

Job Title/Grade: _____ Dept: _____

Change Rate from _____ P _____ Eff Date _____

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

Supervisor's Signature	Date	Department Head's Signature	Date	Human Resource Signature	Date

Introduced Jan 2013

Review | Recommendation | Evaluation

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

Exhibit #4

Goals Template
Goals can be listed as part of the Evaluation Form or Listed Separately

Communications Review / Feedback Opportunity

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

1. Goals for the next year (supv completes / may use Goals Template)

2. Additional comments

Page 2

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

Next Review Date _____ _____ Employee's Signature _____ Date

DEPARTMENT OF [redacted] : 2015 YEARLY REVIEW

DATE: [redacted]

EMPLOYEE:

TITLE:

2015

Measurable Goals, Objectives and Results

Goal:		CAREER
Timeframe:		
Steps:		
Questions:		
Goal:		CROSS TRAINING
Timeframe:		
Steps:		
Questions:		
Goal:		SOFTWARE
Timeframe:		
Steps:		
Questions:		
Goal:		PROBABILITY
Timeframe:		
Steps:		
Questions:		
Goal:		OTHER DEPARTMENTS
Timeframe:		
Steps:		
Questions:		

Calendar Review	NOV	DEC	JAN	FEB	MAR	APR	MAY
	JUN	JUL	AUG	SEPT	OCT	NOV	DEC

(shade in the months that correspond with the GOAL Timeframe)

Notes

Exhibit #5

Non-Represented Employee Development and Reward Program Guide

Salary Increase Reward Guide for Proven Engagement, Growth and Personal Development

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

NOTES:

This guide is for use in assisting in the allocation of salary merit increases. Categories are used to determine appropriate increases only.

Performance evaluations should support strategy deployment / personal performance plans with discretionary merit amounts allocated accordingly.

Q1: Eligible for Q1 increase plus budgeted wage increase amount (based on merit)

Q2: Eligible for Q2 increase plus budgeted wage increase amount (based on merit)

Q3: Eligible for wage increase amount only

Performance evaluations should support strategy deployment / personal performance plans with discretionary merit amounts allocated accordingly.

Exhibit #6

CONFIDENTIAL

NOTICE OF PERFORMANCE EVALUATION APPEAL

TO: Sandy Rohrick
Director of Human Resources and Labor Relations

FROM: _____ _____
Employee Position

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

The performance rating I was issued was _____.

I wish to appeal the rating for the following reasons:

_____

_____

_____

_____

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

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

_____ _____
Signature of Employee Date

cc: Department Head

F:Nonrepcomplan/2017
Notice Of Evaluation Appeal

Exhibit #7

2018 Non-Represented Pay Schedule

2018 Non-Represented Pay Schedule (excluding DWP Labor Workforce)					
Salary Grade	Q1 (Minimum)	Q2 92.50%	Q3 Control Point	Q4 (107.50%)	Maximum (115%)
A	$ 12.75 $ 26,520.00	$13.88 $28,860.00	$ 15.00 $ 31,200.00	$ 16.13 $ 33,550.40	$ 17.25 $ 35,880.00
B	$ 13.94 $ 28,995.20	$15.17 $31,553.60	$ 16.40 $ 34,112.00	$ 17.63 $ 36,670.40	$ 18.86 $ 39,228.80
C	$ 15.49 $ 32,219.20	$16.85 $35,048.00	$ 18.22 $ 37,897.60	$ 19.59 $ 40,747.20	$ 20.95 $ 43,576.00
D	$ 16.61 $ 34,548.80	$18.07 $37,585.60	$ 19.54 $ 40,643.20	$ 21.01 $ 43,700.80	$ 22.47 $ 46,737.60
E	$ 17.83 $ 37,086.40	$19.41 $40,372.80	$ 20.98 $ 43,638.40	$ 22.55 $ 46,904.00	$ 24.13 $ 50,190.40
F	$ 18.80 $ 39,104.00	$20.46 $42,140.80	$ 22.12 $ 45,552.00	$ 23.78 $ 49,462.40	$ 25.44 $ 52,915.20
G	$ 19.72 $ 41,017.60	$21.46 $44,636.80	$ 23.20 $ 48,256.00	$ 24.94 $ 51,875.20	$ 26.68 $ 55,494.40
H	$ 21.08 $ 43,846.40	$22.94 $47,715.20	$ 24.80 $ 51,584.00	$ 26.66 $ 55,452.80	$ 28.52 $ 59,321.60
I	$ 22.19 $ 46,155.20	$24.14 $50,211.20	$ 26.10 $ 54,288.00	$ 28.06 $ 58,364.80	$ 30.02 $ 62,441.60
J	$ 23.10 $ 48,048.00	$25.14 $52,291.20	$ 27.18 $ 56,534.40	$ 29.22 $ 60,777.60	$ 31.26 $ 65,020.80
K	$ 26.59 $ 55,307.20	$28.93 $60,174.40	$ 31.28 $ 65,062.40	$ 33.63 $ 69,950.40	$ 35.97 $ 74,817.60
M	$ 29.58 $ 61,526.40	$32.19 $66,955.20	$ 34.80 $ 72,384.00	$ 37.41 $ 77,812.80	$ 40.02 $ 83,241.60
N	$ 30.94 $ 64,355.20	$33.67 $70,033.60	$ 36.40 $ 75,712.00	$ 39.13 $ 81,390.40	$ 41.86 $ 87,068.80
S	$ 33.35 $ 69,368.00	$36.30 $75,504.00	$ 39.24 $ 81,619.20	$ 42.18 $ 87,734.40	$ 45.13 $ 93,870.40
T	$ 37.23 $ 77,438.40	$40.52 $84,281.60	$ 43.80 $ 91,104.00	$ 47.09 $ 97,947.20	$ 50.37 $ 104,769.60
U	$ 39.30 $ 81,744.00	$42.77 $88,961.60	$ 46.24 $ 96,179.20	$ 49.71 $ 103,396.80	$ 53.18 $ 110,614.40
V	$ 46.12 $ 94,057.60	$50.19 $102,356.80	$ 54.26 $ 110,656.00	$ 58.33 $ 118,955.20	$ 62.40 $ 127,254.40
Y	$ 48.69 $ 101,275.20	$52.98 $110,198.40	$ 57.28 $ 119,142.40	$ 61.58 $ 128,086.40	$ 65.87 $ 137,009.60
Z	$ 54.57 $ 113,505.60	$59.39 $123,531.20	$ 64.20 $ 130,624.00	$ 69.02 $ 143,561.60	$ 73.83 $ 153,566.40

* Pay will be rounded down to the next even number.

Exhibit #8

Department of Public Works Pay Plan

DEPARTMENT OF PUBLIC WORKS PAY PLAN

2017 & 2018 Non-Represented Temporary / Part-time / Seasonal Pay Schedule

Grade	Min	Max	Seasonal Staff: Hire as-needed following budget (Pay: DOQ & Department Need)
Extra Help	$8.00	$13.00	Part-Time / Temporary & Seasonal / Bridge Tenders / Misc.
Seasonal Labor	$9.00	$13.00	General buildings & grounds custodial labor (event park cleaners)
Seasonal Skilled	$10.00	$20.00	Fully-trained, skilled labor, seasonal, non-benefited

2018 DPW Labor Workforce

Merit Increase Program for "Permanent / Full-time Employees"

	Step	Step	Step	Step	Step	Step	Step		2017	2018
Grade	1	2	3	4	5	6	7		MAX	MAX
MW I	$17.69	$18.44	$19.19	$19.94	$20.69	Merit			$21.35	$21.78
MW II	$19.77	$20.52	$21.27	$22.02	$22.77	Merit			$23.87	$24.35
MW III	$21.85	$22.60	$23.35	$24.10	$24.85	$25.60	Merit		$26.38	$26.91
MW IV	$23.93	$24.68	$25.43	$26.18	$26.93	$27.68	Merit		$28.90	$29.48
MW V	$26.01	$26.76	$27.51	$28.26	$29.01	$29.76	$30.51	Merit	$31.42	$32.05

Grade I: Maintenance Worker I — *Control Point = Step 5
Grade 2: Maintenance Worker II — *Control Point = Step 5
Grade 3: Maintenance Worker III — *Control Point = Step 6
Grade 4: Maintenance Worker IV — *Control Point = Step 6
Grade 5 Maintenance Worker V — *Control Point = Step 7

01/01/2018:

1) Newly hired employees and those in steps below the Control Point will be eligible for a yearly step-increase based on a merit review resulting in a "Pass" rating. Exemplury performance may result in a double-step increase. Merit reviews resulting in a "Marginal or Fail" will not receive an increase and may result in a PIP (Performance Improvement Plan).
2) In 2018, those in the step-progression will move to the next immediate step or two steps, depending on merit.
3) Pay increases for employees at or above the Control Point in their pay scale, but below the maximum, will be eligible for the budgeted merit increase amount applied to base wages (based on merit).
4) Future modifications to the wage scale will be reviewed yearly based on CPI and market trend.
5) No additional compensation, lump sum or otherwise, will be awarded once an employee reaches the maximum.
6) Promoted employees will move to the step increase that represents a minimum of $0.75 per hour increase.
7) Demoted employees, voluntary or involuntary, will move to the step they previously held in a previous position, may be placed in the step appropriate for the skill the employee posses, or Step 1 if unskilled.

DWP 2017_2018 Workforce Wage Scale

Exhibit #9
2018 City of Sheboygan Permanent Non-Represented Positions
(Non-DPW Labor)
Page 1 of 2

2018 City of Sheboygan Permanent Non-Represented Positions			
Grade	Market Rate / Job Titles	Hourly Pay	Yearly Pay
0	**Market Rate: $9.76/$20,300**	Min: $8.00 - Max: $11.52	Min: $16,640 - Max: $23,961
	Library Cleaner Library Page		
A	**Market Rate: $15.00/$31,200**	Min: $12.75 - Max: $17.25	Min: $26,520 - Max: $35,880
	Clerk I/Administrative Assistant Maintenance Grounds Worker / Transit TV Production Technician		
B	**Market Rate: $16.40/$34,112**	Min: $13.84 - Max: $18.86	Min: $28,995 - Max: $39,228
	Clerk II/Administrative Assistant Cashier/Data Entry Clerk II/Finance Permit Clerk II/Inspection Assistant Municipal Court Clerk Dispatcher/Transit MC Scheduler/Dispatch		
C	**Market Rate: $18.22/$37,897**	Min: $15.49 - Max: $20.95	Min: $32,219 - Max: $43,576
	Clerk III/Administrative Assistant/WWTP Transit Lead Support II Coordinator Transit Lead Support I Senior Center Assistant Supervisor MEG Unit Secretary Clerk III/Administrative Assistant/Fire Community Service Officer Transit Dispatcher Fill-in Library Maintenance Technician Library Assistant		
D	**Market Rate: $19.54/$40,643**	Min: $16.61 - Max: $22.47	Min: $34,548 - Max: $46,737
	Records Specialist Clerk IV/Administrative Assistant Parking Lead, Transit Library Technical Services Assistant		
E	**Market Rate: $20.98/$43,638**	Min: $17.83 - Max: $24.13	Min: $37,086 - Max: $50,190
	Department Secretary/Police Department Elections Specialist/City Clerk Council Licensing Clerk/City Clerk Court Services Secretary/Police Department TIME Agency Coordinator/Police Department Library Administrative Assistant		
F	**Market Rate: $22.12/$45,552**	Min: $18.80 - Max: $25.44	Min: $39,104 - Max: $52,915
	Purchasing/Accouts Payable Assistant Asministrative Assistant to the Mayor Administrative Coordinator (Transit, Fire) Human Resources Assistant		
G	**Market Rate: $23.20/$48,256**	Min: $19.72 - Max: $26.68	Min: $41,017 - Max: $55,494
	Legal Assistant Deputy City Clerk		
H	**Market Rate: $24.80/$51,584**	Min: $21.08 - Max: $28.52	Min: $43,846 - Max: 59,321
	Digital Evidence Manager/Police Department Property Officer/Police Department Library Maintenance Supervisor*		

* Exempt

Exhibit #9
2018 City of Sheboygan Permanent Non-Represented Positions
(Non-DPW Labor)
Page 2 of 3

I	Market Rate: $26.10/$54,288	Min: $22.19 - Max: $30.02	Min: $46,155 - Max: $62,441
	Crime Analyst/Police Department		
	Building Inspection Specialist		
	Municipal Court Clerk		
	Analyst (Budget,Crime, and Management)*		
	Senior Activities Center Supervisor *		
	Community Development Planner*		
	TV Production Director *		
	Operations/PC Technician		
	Library Communications Specialist*		
J	Market Rate: $27.18/$56,534	Min: $23.10 - Max: $31.26	Min: $48,048 - Max: $65,020
	Accountant*		
	GIS Project Specialist*		
	Transit Operations Supervisor*		
	Neighborhood Development Planner *		
	Librarian*		
	Library Page Supervisor*		
K	Market Rate: $31.28/$65,052	Min: $26.59 - Max: $35.97	Min: $55,307 - Max: $74,817
	Payroll Administrator *		
	Auditor/Analyst *		
	Streets Supervisor/ DPW*		
	Benefits Analyst/Administrator *		
	Equipment Services Supervisor/ DPW*		
	Industrial WW Supervisor/WWTP*		
	Maintenance Supervisor/WWTP*		
	Office Supervisor/Police Department *		
	Engineering Technician		
	Process Systems / OPCO		
	Electrical / Housing Inspector		
	Library Information Technology Specialist*		
M	Market Rate: $34.80/$72,384	Min: $29.58 - Max: $40.02	Min: $61,526- Max: $83,241
	Building/Housing Inspector I		
	Building/Housing Inspector II		
	Plumbing/Environmental Inspector		
	Electrical/ Heating Inspector		
N	Market Rate: $36.40/$75,712	Min: $30.83 - Max: $41.86	Min: $64,355 - Max: $87,088
	Assistant City Attorney *		
	Systems Analyst *		
	Network Administrator *		
	Assistant Engineer / Surveyor *		
	Senior Engineering Technician		
S	Market Rate: $39.24/$81,619	Min: $33.35 - Max: $45.13	Min: $69,368 - Max: $93,870
	Environmental Engineer *		
	Communications/Electronics Technician		
	Planning and Zoning Manager*		
	Library Technical Support Manager*		
	Library Public Support Manager*		
	Library Business Manager*		
T	Market Rate: $43.80/$91,104	Min: $37.23 - Max: $50.37	Min: $77,438 - Max: $104,769
	Superintendent, Parks and Forestry *		
	Superintendent, WWTP*		
	Superindentent, Streets*		
	Superintendent, Facilities and Trafic *		
	Civil Engineer / Project Manager *		
U	Market Rate: $48.24/$98,179	Min: $39.30 - Max: $53.18	Min: $81,744 - Max: $110,614
	Transit Director *		
	Battalion Chief *		
	Deputy Fire Chief *		
	City Engineer *		
V	Market Rate: $54.26/$110,836	Min: $46.12 - Max: $62.40	Min: $94,057 - Max: $127,254
	Finance Director *		
	Assistant Fire Chief*		
	Director of Human Resources and Labor Rel*		
	IT Director*		
	Director of Planning and Inspection *		
	Library Director*		
Y	Market Rate: $57.28/$119,142	Min: $48.69 - Max: $65.87	Min: $101,275 - Max: $137,009
	Police Chief*		
	Fire Chief *		
	Director of Public Works *		
Z	Market Rate: $64.20/$130,624	Min: $54.57 - $73.83	Min: $113,505 - Max: $153,566
	City Administrator *		

REVISIONS LOG

REVISION YEAR	DATE INTRODUCED TO SAL & GRIEV	MODIFICATION TO PRIOR NON-REP COMP PLAN	GENERAL ORDINANCE / RESOLUTION / OR OTHER REF DOCUMENT
2014	01-22-2014	1) Modified the merit and incentive adjustment amounts to accommodate the 2014 budgeted increase amount to payroll of 2.5% overall 2) Updated Exec Summary, listed all department head titles (adding changes from 2013 re: appointed and at-will department heads), loosened the evaluation form statement, allowing for a switch to electronic/MUNIS based evaluation process if needed 3) Updated XIII, C, 4 to state that inactive employees out on leave will received increase upon return to active status 4) Miscellaneous date and/or title changes, replacing 2013 with 2014 5) Removed 6-month "evaluation" period as it is obsolete 6) 2014 Wage Scale ranges were NOT modified from 2013, just the date of the salary range was revised.	Resolution 132-13-14 R.C. 310-13-14
2015		1) Modify the merit amount to accommodate the 2015 budget increase to payroll of 2.0% overall. 2) Increase the mid-point of all salary grades by 2%. 3) Referenced the option to use the MUNIS electronic evaluation process.	
2016		1) Add one level higher Maintenance Worker (5) to the DPW Labor Workforce. 2) Change Chief Admin Officer title to City Administrator and add reference to a separate evaluation form for the position. 3) Modify percent increases for merit to ranges as a guideline to appropriately identify the discretionary element of the merit increase rather than a possible perceived increase amount.	
2017		1) Starting in 2017, a reserve account will be made available to determine an appropriate salary increase amount and will be based on a combination of market data and Consumer Price Index. 2) Consistent with Chapter 82 of the Municipal Code, it is possible to hire an employee in a position less than minimum pay if the employee does not possess the minimum qualifications but is either enrolled in a certificate program or has demonstrated the propensity to achieve the appropriate training to achieve the minimum qualifications. 3) 2017 Pay Scale Adjustments: 2017 a) Pay Grade 0 added. b) 2% increase to mid-point for grades 1-16. Range remains +/- 20%. c) DPW Pay Grades increased by 2% 4) 2017/2018 Pay Scale introduced for DPW Labor Workforce, seasonal and full-time, including a modified step-	

		increase program. 5) Merit Adjustment Guide modified to provide up to 1.5% for merit on regular work assignments and up to .50% for achievement of goals and other duties. Employees at the top of their pay scale are no longer able to receive an increase in pay, either in the form of an increase to base pay or a lump sum.	
2018		1) Market-Based Compensation Plan introduced to accelerate wages for those under mid-point. 2) Finance and Personnel Committee replaced Salaries and Grievances Committee during calendar year 2017. 3) City Administrator to approve new hires at or above market-point for their position. 4) Introduction of new pay scale with 19 grades vs. 16 grade. Scale updated with current comparable information. 5) Exhibit #9 / Market-driven classifications of positions.	

Other Matters

XI

8.3

Res. No. 113 - 17 - 18. By Alderperson Donohue and Bohren
December 4, 2017.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2017 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

RESOLVED: That the 2017 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 1, which is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north, and Center Ave. on the south, and more particularly described as Blocks 105, 106, 127, 129, 130, 152 and the north one-half of Block 151, all in the Original Plat of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2018. Any payments received after May 1, 2018, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

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

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

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

Lies over

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2017, as is set forth in Section 106-54(a) of the Municipal Code.

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

XI

Other Matters

8.4

Res. No. 114 - 17 - 18. By Alderperson Donohue and Bohren.
December 4, 2017.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2017 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

RESOLVED: That the 2017 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 2, which is that area of the City bounded by a line described as commencing at the SW corner of Virginia Ave. and Riverfront Dr., also described as the NE corner of Lot 1, Blk. 205 of the Original Plat of the City of Sheboygan, thence W. 240' along the S.L. of Virginia Ave. to the NW corner of Lot 4, Blk. 205, Original Plat (O.P.), thence S. 273' along the W. lot line of Lots 4 and 9, Blk. 205, O.P., thence E. 50' at a right angle to the W. lot line of Lot 9, Blk. 205, O.P., thence S. 125', parallel with said lot line to the S.L. of New Jersey Ave., thence W. 50' along said S.L. to the W. lot line of Lot 4, Blk. 211, O.P., thence S. 90' along said lot line, thence E. 103.12' at a right angle to said lot line to the Wly line of Riverfront Dr., thence SWly 246.89' along said Wly line to an intersection with the W. lot line of Lot 9, Blk. 211. O.P., and the N.L. of Maryland Ave., as originally platted, thence 60' S. to the S.L. of Maryland Ave., thence 60' E. along the said S.L. to the W. lot line of Lot 3, Blk. 234, O.P., thence S. 145', more or less, along said lot line to the NWly shore of the Sheboygan River, thence NEly downstream along said shore to the N.L. of Virginia Ave., thence W. 245', more or less, along said N.L. to the E.L. of Riverfront Dr., thence 80' S. along extension of said E.L. to the S.L. of Virginia Ave., thence 66' W. along said S.L. to the point of beginning, being a part of the NE 1/4 of the NW 1/4 of Sec. 26, T15N, R23E

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2018. Any payments received after May 1, 2018, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

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

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

Lies over

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2017, as is set forth in Section 106-54(a) of the Municipal Code.

James a Bohre

_____

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

Other Matters

8.5

Res. No. 115 - 17 - 18. By Alderperson Donohue and Bohren.
December 4, 2017.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2017 cost of operating and maintaining, and the prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4.

RESOLVED: That the 2017 cost of operating and maintaining, and prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 4, which is that area of the City bounded by a line described as commencing at the intersection of the centerline of S. 12th St. with the S. r.o.w. of Clara Ave., thence W. to the NW corner of Lot 1, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of Lot 48, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 46, Blk. 6, Assessment Subd. No. 19, thence W. to the SW corner of said Lot 46, thence S. to the SW corner of Lot 43, Blk. 6, Assessment Subd. No. 19, thence W. to the NW corner of Lot 40, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of said lot, thence E. to the NE corner of Lot 39, Blk. 6, Assessment Subd. No. 19, thence S. to the SE corner of Lot 35, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 2, Blk. 7, Assessment Subd. No. 19, thence N. to the NE corner of said Lot 2, thence E. to the NE corner of Lot 1, Blk. 7, Assessment Subd. No. 19, thence S. along the E.L. of said Lot 1 to a point in said E.L. opposite the Wly extension of the S.L. of Lot 17, Blk. 8, Assessment Subd. No. 19, thence E. to the SE corner of said Lot 17, thence N. to the NE corner of Lot 15, Blk. 8, Assessment Subd. No. 19, thence W. along the N.L. of said Lot 15 to the centerline of S. 12th St., thence N. along said centerline to point of beginning.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2018. Any payments received after May 1, 2018, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

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

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

Lies over

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2017, as is set forth in Section 106-54(a) of the Municipal Code.

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

XI

Other Matters

8.6

Res. No. 116 - 17 - 18. By Alderperson Donohue and Bohren.
December 4, 2017.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2017 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

RESOLVED: That the 2017 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 5, which is that area of Lots 1 through 9 and Lot 11, South Pier Subdivision, of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2018. Any payments received after May 1, 2018, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

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

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

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

Lies over

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2017, as is set forth in Section 106-54(a) of the Municipal Code.

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

XI

6.1

Gen. Ord. No. 31 - 17 - 18. By Alderpersons Donohue, Rindfleisch and Trester. December 4, 2017.

AN ORDINANCE amending Chapter 130 of the Municipal Code so as to license commercial quadricycles, but to do so separately from the current taxicab regulations.

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

Section 1. Section 130-27 of the Municipal Code entitled "Exceptions" is hereby repealed and recreated so as to read as follows:

"Sec. 130-27. Exceptions.

This article shall not apply to commercial quadricycles, to vehicles operated over a regular route or fixed terminal, to vehicles rented to be driven by the renter or his agent (commonly known as rental cars), or to vehicles operated solely as funeral cars, or to paratransit buses."

Section 2. Article IV of Chapter 130 of the Municipal Code is hereby created to read as follows:

"ARTICLE IV. COMMERCIAL QUADRICYCLES

DIVISION 1. GENERALLY

Sec. 130-130. Definitions. As used in this section, the following terms shall have the meanings indicated:

ALCOHOL BEVERAGES: Has the meaning given in § 125.02(1), Wis. Stats.

COMMERCIAL QUADRICYCLE: A vehicle with fully operational pedals for propulsion entirely by human power, that has four wheels and is operated in a manner similar to a bicycle, that is equipped with at least 12 seats for passengers, that is designed to be occupied by a driver and passengers providing pedal power to the drive train of the vehicle, and that is operated by the vehicle owner or an employee of the owner.

COMMERCIAL QUADRICYCLE BUSINESS: Any enterprise that owns a commercial quadricycle or manages the operation of a commercial quadricycle.

Sec. 130-131. Regulations.

(a) *Responsibility*. The owner and operator of a commercial quadricycle are both responsible for ensuring compliance with the requirements of this section. An owner and operator may both be cited and

Pics Over

convicted for any violation of this section. The violation of any of the provisions of this section by an operator is *prima facie* evidence that the operator permitted said violation.

(b) *In general.* In addition to any regulations in this Article, and except as provided in this Article, commercial quadricycles operating within the city shall comply with the provisions of Article VIII of Chapter 118 of the Municipal Code, and all rules of the road according to Chapter 346, Wisconsin Statutes.

(c) *License.* No person shall operate or permit the operation of a commercial quadricycle in the city unless the operator has a valid commercial quadricycle operator's license, unless such commercial quadricycle is licensed under this Article, and unless a valid license/sticker is visible in the proper registration area. The fact that an unlicensed person is driving a vehicle for which a taxicab vehicle license has been issued or applied for is *prima facie* evidence that the owner of the vehicle is in violation of this subsection.

(d) *Age.* No person shall operate or permit the operation of a commercial quadricycle in the city unless such person is at least 21 years of age.

(e) *Valid driver's license required.* No person shall operate or permit the operation of a commercial quadricycle in the city unless the operator possesses a valid state driver's license which is not suspended, revoked, canceled or expired.

(f) *Parking.* No person shall park or permit the parking of a commercial quadricycle upon any sidewalk or in any place not specifically designated for parking. The commercial quadricycle may occupy up to two designated parking stalls, but shall pay the appropriate parking fee (including a metered parking fee) for both stalls.

(g) *Equipment requirements.* No person shall operate or permit operation of a commercial quadricycles in the City unless said commercial quadricycle is equipped with the following:

(1) Hip restraints as defined by the American National Standards Institute (ANSI)/National Golf Carts Manufacturers Association (NGCMA) shall be installed for every seat on the vehicle. The driver of the commercial quadricycle shall not operate the vehicle unless each passenger thereon is wearing a hip restraint. The failure of a passenger to wear a hip restraint shall not be considered evidence of negligence, comparative or otherwise, including apportionment of fault, on the part of the passenger, and shall not be evidence used to diminish any recovery for damages

arising out of the ownership, maintenance, occupancy, or operation of a vehicle.

(2) Lighting on the vehicle which shall be the following:

a. A light on the front which shall emit a white light visible from a distance of 300 feet to the front.

b. A taillight mounted on the rear, which when lighted shall emit a red light plainly visible from a distance of 500 feet to the rear.

c. A brake light on the rear which shall emit a red light and which shall be actuated upon application of the service (foot) brake and which may, but need not, be incorporated with a taillight. Every brake light shall be plainly visible and understandable from a distance of 300 feet to the rear regardless of the time of day.

(3) Rear signage which shall conform with those standards and specifications adopted by Trans 304 of the Wisconsin Administrative Code, for slow-moving vehicles by the American Society of Agricultural Engineers standard ASAE S276.3, or shall be an emblem of the same shape and size painted on such vehicle in a bright and conspicuous retro reflective red orange paint. Such emblem shall be mounted on the rear of such vehicles, in the approximate horizontal geometric center of the vehicle, at a height of three to five feet above the roadway, and shall be maintained at all times in a clean and reflective condition.

(4) A mirror capable of showing the driver a view of the roadway for a distance of 200 feet to the rear of the vehicle.

(5) A braking system, operable by the driver, that is capable of overriding all methods of propulsion and bringing the vehicle to a complete stop.

(6) A barrier on both sides of bench seating that restricts sliding beyond seating capacity.

(h) *Routes.* No person shall operate or permit the operation of a commercial quadricycle on routes or in locations other than those approved by the Police Chief or his or her designee. The Police Chief shall not approve any route that includes any residential neighborhood, recreational trail, or park.

(i) *Time of operation.* No person shall operate or permit the operation of a commercial quadricycle in the city except between the hours of sunrise and sunset.

(j) *Display.* No person shall operate or permit the operation of a commercial quadricycle in the city unless said quadricycle is conspicuously displaying on the exterior driver and passenger side of the vehicle the name or trade name and telephone number of the commercial quadricycle business. Additionally no person shall permit or permit the operation of a commercial quadricycle in the city unless the operator is conspicuously displaying within the front passenger compartment a display holder containing the operator's commercial quadricycle operator's license.

(k) *Possession of alcoholic beverages by passengers.* No passenger on a commercial quadricycle may possess on or carry onto the commercial quadricycle more than 36 ounces of fermented malt beverages as defined in §125.02(6), Wis. Stats. No passenger may possess, carry upon, or consume any other alcohol beverages, as defined in Chapter 125, Wis. Stats., upon a commercial quadricycle.

(l) *Requirements for operators regarding alcohol.*

(1) No person may operate a commercial quadricycle on which any alcohol beverages are carried or consumed other than fermented malt beverages in the amounts permitted in subsection (k).

(2) No person may operate a commercial quadricycle on which alcohol beverages are sold, nor may any person transport alcohol beverages on a commercial quadricycle for the purposes of sale or delivery upon sale.

(3) No operator of a commercial quadricycle may consume alcohol while the commercial quadricycle is occupied by passengers, nor shall any person operate a commercial quadricycle with an alcohol concentration of more than 0.02.

(4) The operator of a commercial quadricycle shall advise all passengers that no alcohol beverages shall be possessed on, carried upon, or consumed on a commercial quadricycle in violation of city ordinance or state statute, and shall conspicuously and legibly post a notice of these restrictions upon the commercial quadricycle.

(m) *Glass containers.* No person shall carry, possess, or permit the carrying or possession of any glass container on a commercial quadricycle.

Sec. 130-132. Penalties.

A violation of any of the provisions of this Article for which a penalty has not otherwise been specified shall subject the violator to a

forfeiture of not less than $50.00 and not more than $500.00, together with the costs of prosecution.

DIVISION 2. LICENSES

Sec. 130-140. Licenses required.

(a) *Commercial quadricycle business license.* No person or business may engage in a commercial quadricycle business without first obtaining a commercial quadricycle business license and after full compliance with this article.

(b) *Commercial quadricycle vehicle license.* No person shall operate or permit the operation of a commercial quadricycle upon any street, sidewalk or other public place unless a commercial quadricycle vehicle license has been issued for said commercial quadricycle, and unless the commercial quadricycle has a valid license/sticker visible in the proper registration area.

(c) *Commercial quadricycle operator's license.* No person shall drive or operate a commercial quadricycle upon any street, sidewalk or other public place in the City without first obtaining a commercial quadricycle operator's license.

Sec. 130-141. Application.

(a) *Commercial quadricycle business license.*

(1) Application for a commercial quadricycle business license shall be made in writing to the city clerk, upon blanks furnished by the clerk, which the owner of the business shall sign. For a partnership, the name of the business and the names and addresses of the partners must also be given, and one of the partners shall sign the application. For an LLC or a corporation, the applicant shall also provide the names and addresses of the principal officers, and the president and secretary shall sign the application.

(2) The license application shall identify each commercial quadricycle owned by the license holder. Should the holder of a commercial quadricycle business license wish to obtain a commercial quadricycle not listed at the time of application, the license holder shall provide an amendment to the application for a commercial quadricycle business license before putting the commercial quadricycle into service.

(3) The license application shall identify the proposed route or routes over which the commercial quadricycle shall operate. No license shall be issued under this section until the Police Chief or his/her designee has approved the proposed route. Should the holder of a commercial quadricycle business license wish to modify a route or add a new route, the license holder shall make a new license application and pay the required fee.

(4) Any license issued pursuant to this subsection shall be issued upon granting and shall expire on the 31st day of December following its issuance.

(b) *Commercial quadricycle vehicle license.*

(1) Application for a commercial quadricycle vehicle license shall be made by the owner of the quadricycle, in writing, upon forms furnished by the City. Such application shall be signed by the owner and granted by the City Council on an annual basis. Such license shall be issued upon granting and shall expire on the 31st day of December following its issuance.

(2) At the time of application, the applicant shall provide evidence of compliance with the requirements of section 130-131(c) of this code, certified by an employee of a bicycle repair shop located within Sheboygan County.

(3) Upon payment of the necessary fees and approval of the City Council, the City may issue or cause to be issued a proper license plate/sticker. Transfer of the license to another person is prohibited.

(4) Any license issued pursuant to this subsection shall be issued upon granting and shall expire on the 31st day of December following its issuance.

(c) *Commercial quadricycle operator's license.* Written application for a taxicab driver's license shall be made to the city clerk on blanks furnished by the clerk, giving the name, residence address, date of birth and state driver's license number of the applicant. No such license shall be issued to a person who is less than 21 years of age or who does not possess a valid state driver's license which is not suspended, revoked, canceled or expired. Any license issued pursuant to this subsection shall be issued upon granting and shall expire on the 31st day of December following its issuance.

(d) *Granting licenses.* The City Clerk shall issue a license under this section only if all requirements have been met and if issuance is in the best interest of the City. He or she may deny any license under this section in his/her full discretion in the interest in public safety or if the application is not in the best interest of the City. The City Clerk shall take into account any objections from the City Administrator, the Police Chief, the Fire Chief, a Building Inspector, the Director of Planning and Development, or their designees. If the City Clerk denies a license, the applicant may appeal said denial to the Law and Licensing Committee of the Common Council.

Sec. 130-142. Fees.

(a) The fee for a commercial quadricycle business license required by this article shall be $25.00 per year or any fractional part thereof.

(b) The fee for a commercial quadricycle vehicle license required by this article shall be $10.00 per vehicle per year or fractional part thereof.

(c) The fee for a commercial quadricycle operator's license required by this article shall be $17.00 per year or fractional part thereof.

Sec. 130-143. Insurance.

(a) No owner of a commercial quadricycle or any other person shall operate or authorize any other person to operate a quadricycle for commercial purposes within the City unless the owner has in effect a policy of comprehensive general liability insurance issued by an insurance company duly authorized to do business in the State of Wisconsin, which policy provides for the payment of damages for bodily injury, loss of consortium or death of a person, and for injury to or destruction of property of a person or entity, due to the liability of the owner or operator of a quadricycle arising out of the ownership, operation, use, or maintenance of a quadricycle. The policy shall provide coverage with limits in an amount of not less than $1,000,000 per accident. The policy shall provide that the insurer shall give the City notice of any cancellation or nonrenewal of the policy which is due the named insured.

(b) The owner of a quadricycle shall maintain on file with the City Clerk's office a copy of the current policy of comprehensive general liability insurance required by subsection (a). Failure to comply with this provision shall result in the immediate suspension of the owner's rights and privileges to operate the quadricycle commercially within the City.

Sec. 130-144. Revocation.

(a) A license may be revoked by the City Clerk or his/her designee for any of the following reasons:

(1) Failure to comply with any of the provisions of this Article;

(2) Violating any state statutes or City Code violations;

(3) By request of a Building Inspector, Fire Inspector, Fire Chief, Police Chief, municipal prosecutor, or any of their designees, when said request provides evidence any of the reasons in subsections (1) or (2) above.

(b) Any applicant whose license has been denied or revoked under the provisions of this Article may appeal said denial or revocation to the Law and Licensing Committee of Common Council."

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.

Lorenzo Trester

Scott Swanson

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

R. O. No. 255 - 17 - 18. By CITY CLERK. December 18, 2017.

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

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

No.	Name	Address
1988	Gallenberger, Jena	2806A S. 9th Street
0816	Wakefield, Jeffrey M.	336 Superior Avenue
1983	Williams, Spenser	504 Valley Road, Kohler

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

No.	Name	Address
5635	Martinez, Efren	1731 Calumet Drive
5208	Schneider, Thomas F.	2002 N. 18th Street

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2018)

No.	Name	Address
2727	Bonjour Massage	1327 N. 8th Street
2871	Hands In Motion	4027 S. Business Drive
3232	Simply Altruistic Massage Studio	604 Erie Avenue
3300	Soli Muscular Therapy LLC	604 Michigan Avenue

Law + Licensing

III

Other Matters

Res. No. 121 - 17 - 18. By Alderperson Wolf. December 18, 2017.

A RESOLUTION authorizing the Appropriate City Officials to advertise for a request for proposal from qualified vendors for establishment and operation of an authentic German Beer Garden Concession at Kiwanis Park, area eight, in the City of Sheboygan.

WHEREAS: The city is looking at providing additional recreation facilities for the benefit of its citizens and park system.

WHEREAS: City officials have talked to several venders and have researched communities that provide a beer garden in their parks system.

WHEREAS: The Public Works Department would like to better use an underutilized area in Kiwanis Park.

WHEREAS: A request for proposal would allow all qualified vendors equal opportunity to make a proposal for the operation of the beer garden.

RESOLVED: That the appropriate City Officials are hereby authorized to advertise for a proposal for the establishment and operation of an authentic German Beer Garden Concession at Kiwanis Park, area eight, in the City of Sheboygan.

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

REQUEST FOR PROPOSALS
CITY OF SHEBOYGAN

City of Sheboygan
spirit on the lake.

BEER GARDEN CONCESSION
KIWANIS PARK AREA #8

REQUEST FOR PROPOSALS # 1933-17
Due Date January 15, 2018

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Appendix C: Facility Details
Appendix D: Overhead view of Area # 8

1 NOTICE TO PROPOSERS

1.1 Summary

The City of Sheboygan ("City") is soliciting Proposals from qualified vendors for establishment and operation of an authentic German Beer Garden Concession at Kiwanis Park in the City of Sheboygan. Vendors submitting Proposals ("Proposers") are required to read this Request for Proposals ("RFP") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Proposals no later than the due time and date indicated below. The City will reject late Proposals:

Issue Date: December 6, 2017
Questions Due: January 3, 2018
Proposals Due: 1:00 pm on January 15, 2018

1.3 Format

Submit Technical and Cost Proposals (Form D) in separate, distinct parts within the proposal package.

Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version.

Electronic proposal in a PDF format stored on a common media (CD, DVD, or flash drive), identical in content and sequence to hardcopy proposals submitted.

Cost Proposal (Form D):	One Copy
Technical Proposal:	Five Copies
Electronic Proposal:	One (1) complete copy (Cost and Technical)

The City will not consider illegible Proposals.

Elaborate proposals (i.e., expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

1.4 Labeling

All proposals must be clearly labeled:
Request for Proposals # 1933-17
Proposer's Name and Address
Title: Kiwanis Park Beer Garden Concession
Due: Wednesday, January 15, 2018

1.5 Delivery of Proposals

Delivery of hard copies to:

City of Sheboygan Purchasing Agent
City Hall-Attention Bernard Rammer
828 Center Avenue, Suite 205
Sheboygan WI 53081

Delivery of electronic copy to:

Via email: Bernard.rammer@sheboyganwi.gov
or on a commonly used media included with the hard copies such as CD/DVD/Jump Drive

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFP/RFQ name and number. This ensures that the bid can be delivered to the purchasing agent without having to open the bid.

1.6 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Sheboygan Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

1.7 Appendix B: Sample Agreement

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Agreement shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a proposal, Proposers affirm their willingness to enter into a contract containing these terms.

1.8 Multiple Proposals

Multiple Proposals from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

1.9 City of Sheboygan Contact Information

The City of Sheboygan Purchasing Agent:
Bernard Rammer
828 Center Avenue, Suite 205
Sheboygan WI 53081
(920)459-3469
Bernard.rammer@sheboyganwi.gov

The City employs spam filtering that occasionally blocks legitimate emails, holding them in 'quarantine". The contact listed in this RFP will acknowledge all emails received. Proposers not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

1.10 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, ***in writing,*** to the Purchasing Agent via U.S Mail or electronic mail.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will send addenda to all bidders of record– see 1.11 below.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Sheboygan reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City's best interests.

Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will issue addenda to all bidders of record. It is the Proposers responsibility to **register their Email** address with the Purchasing Agent (Bernard.rammer@sheboyganwi.gov) in order to receive the addenda. Proposers must acknowledge the receipt of any addenda on Form B. Failure to register or retrieve addenda and include their provisions may result in disqualification. Addenda to be distributed will include any questions received and answers to same.

1.11 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

1.12 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.13 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.14 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.15 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret" as defined in State of Wisconsin Statutes and identified as same by the Proposer may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

> S. 19.36(5)
> (5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)
(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:
1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.16 Tax Exempt

The City of Sheboygan as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005599. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be furnished. Our CES number is 245770.

1.17 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Introduction

The City of Sheboygan is accepting proposals from qualified vendors for the right to provide an authentic German Beer Garden (*Biergarten*) concession in Kiwanis Park. These services may include, but are not limited to; 1) Establishment and construction of a suitable outdoor concession facility 2) complete operation of the concession 3) acceptance of overall responsibility for the included facilities even while closed 4) advertisement of the concession to promote use. Successful proposers will consider how their services complement and integrate with existing park uses as well as engage a diversity of members of the community. The successful Proposer(s) shall compensate the City in return for these rights, meet the City's requirements for operations and abide by the City's terms and conditions for granting these rights, set forth in this solicitation and also in the resulting agreement, if issued.

2.2 Goals

The goal of signing an agreement with an outside vendor(s) and conveying the rights to provide these services is to serve the public interest of Park patrons by offering seasonal services and enhance the safety and ambience of these parks by maintaining a business in an under- utilized area of the park.

2.3 Term

The agreement, if issued, shall commence in the spring of 2018 and end on December 1, 2021. Upon mutual agreement the City and selected vendor(s) may extend the agreement for up to two additional one year periods (i.e. 2022 & 2021). The City reserves the right to negotiate an alternate term. The terms and conditions of this RFP cover the initial and all subsequent agreement periods granted.

2.4 Locations/Background Information

The solicitation includes rights for Area # 8, Kiwanis Park, Kiwanis Park Drive, Sheboygan WI. Parking for patrons is currently available along Kiwanis Park Drive. Area # 8 is a well shaded, level area of the park adjacent to a stretch of the Sheboygan River. Nearby park amenities include a public boat/kayak launch, a new skateboard park and several ball diamonds and soccer fields.

2.5 Amenities

Use of the following amenities shall be available to the Permittee(s): **Main shelter** including bathrooms and drinking fountain, storage area, electrical outlets and water connections. Water connections will be turned on from approximately April 1st to October 30th each season. The **Concession Stand** is situated to the South of the Main Shelter. In addition, there is a large green space area to the east of both the Main Shelter and the concession stand. This area borders the Sheboygan River.

Note: The Jaycee Pavilion to the south of the Concession stand is **not** included in this offering initially but could be made available for specific events or possibly be incorporated into the area at a future date by mutual agreement.

2.6 No Real Estate

It is expressly understood and agreed that this Agreement is not a lease or a conveyance of Real Estate, but merely a granting to Permittee the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.

2.7 Requirements for Operations

Permittee must abide by the following requirements in order for the City to continue granting to the Permittee the right to conduct concession activities:

1. Equipment

Provide and maintain in good order all furnishings and equipment required to adequately establish and operate an A*uthentic German Beer Garden* including lighting, perimeter fencing, tables, chairs, benches, service counters, landscape materials, refrigeration, food preparation equipment, food storage equipment, beer dispensing equipment as well as trash receptacles, sound systems and signage. Also to be provided will be cleaning equipment, tools and fixtures. Under no circumstance will any City owned furnishings and equipment be used for the purposes of the concession without the express consent of the City.

The concessionaire shall include plans to erect some sort of perimeter barrier between the areas included in the agreement and the rest of the park. The barrier shall be tasteful in design and be approved in advance by the City of Sheboygan.

2. Concessions

Provide food and beverage concessions Permittee must abide by all City laws. The City must approve all concessions, prior to sale. Permittee shall provide to the City by March First of each annual period granted a specific list of concessions. The City will review the annual list and reserves the right to disapprove any concessions. Permittee may not expand or change concessions without prior City review and approval. All concessions for sale shall be individually listed on an inventory and filed with the City, prior to sale.

2.8 Blackout Dates

The Proposer agrees that on the following days the concession will not be in operation so as to avoid conflict/competition with long standing festivals in the park:

The third Saturday in July-Hmong Festival
The first Saturday in August-Jaycee Bratwurst Days

If the concessionaire is able to reach an agreement with the organizers of the above festivals which would effectively grant permission for operation of the concession on these dates, said agreement shall be in **writing** and a copy of same shall be placed on file with the City of Sheboygan no less than 14 days prior to the black- out dates. Under no circumstance will the concessionaire operate on these dates without written an agreement allowing for same between the concessionaire and the organizers of the affected festivals.

2.9 Hours of Operations

Maintain hours of operations that are constant with park hours and predetermined open/closed times. Permittee shall open for the season no later than June 1st and close no earlier than October 15th. Permittee may begin to move in equipment and set up for the season earlier with permission from the City.

The Concession shall be open for business not less than 5 days in any given week with the possible exception of the Blackout dates above.

The concession shall be open for business a minimum of 8 hours/day.

Hours of operation will be clearly posted and will be between 10:00 AM and 10:00 PM daily.

2.10 Appearance

Permittee's employees must display professional appearance, wear name tags at all times identifying them as an employee of the Permittee.

2.11 Storage

Permittees that are granted successive terms may store equipment, between terms, in available locked storage or under cover of the open area of the main shelter. Permittee may not store equipment outside of buildings during this time. All storage of materials shall be at the sole risk if the concessionaire. The Parks Superintendent or his designee shall determine acceptable storage of materials.

2.12 Maintenance

Permittee is responsible for cleanliness and cleaning supplies for the facilities including storage rooms, the main shelter, the concession stand, grounds around the building, and restrooms. Permittee shall be solely responsible keeping the grounds immediately adjacent to the facility(s) picked up of paper and debris.

Permittee shall be responsible for opening, closing and cleaning daily the restrooms included under this offering. Permittee is responsible for stocking bathroom supplies including toilet paper, hand soap and paper towels. Permittee is responsible for maintaining the landscaping around the area designated to include weeding, mulching and basic pruning and without the use of pesticides. The permittee will work with the Parks Superintendent to establish boundaries for lawn maintenance.

Custodial services provided by the successful proposer and chemicals, trash-liners, soap and paper used are required.

2.13 Capital Improvement

Permittee and City shall discuss, at least annually, the merits of improving the premises to which the Permittee has access under this agreement. Upon mutual consent the City and Permittee *may* enter into an agreement to share the costs of improvements required or desired to maintain the functionality of the premises or improve the marketability of services provided from the premises. The City and Permittee shall negotiate cost sharing. Considerations may include, but are not limited to; the cost of the improvement, life of the improvement, percentage of premises occupied by Permittee, number of months annually occupied by Permittee, and the schedule of reimbursement to City by Permittee for its agreed-upon share of improvement.

Permittee may not make permanent modifications to the premises covered in this agreement without the City's express and written approval. The City reserves the right to modify, repair or improve the premises at its discretion, without approval of Permittee, so long as it is done at the City's expense.

At a minimum, the permittee shall be expected to invest not less than $ 20,000.00 (Twenty Thousand Dollars) in Capital Improvements within the first three years of operation.

2.14 Advertisement

Advertisements must be approved by the City in advance. Permittee shall not use park logo, taglines, mission/vision or make reference to the City without prior approval. The Parks Division and the City of Sheboygan Building Inspection Department shall approve signs and banners, including menu boards. It is understood that in the operation and conduct of this agreement, City does not grant Permittee the right to sell or distribute any goods or services provided by City, nor does City grant Permittee the right to use a City trade name, trademark, logotype, advertising, or other commercial symbol.

2.15 Subcontracting

Permittee shall not assign or subcontract any portion of this agreement. Furthermore, Permittee is not allowed to rent facilities to any third Party.

2.16 Insurance

Keep insurance with indemnification for the City as required per Appendix A: Standard Terms and Conditions #12 and 13.

2.17 Damage

The Permittee will immediately report any damage caused to the City's property and shall be held responsible for the restitution of any said damage whether the damage is caused by the permittee, permittees customers or an outside person. The Permittee shall not be responsible for damage from City's mechanical malfunctions, broken water lines, or acts of nature unless actions by the permittee have directly or indirectly caused the malfunction.

The Permittee shall be wholly responsible for all areas under his or her control during the entire term of the agreement. Responsibility shall be 24 hours per day, 7 days per week.

2.18 Deposit

A damage deposit in the amount of $3,000 for each annual season is required, which Permittee must pay prior to occupying the location. At the conclusion of the agreement and after inspection the City will refund the damage deposit less any assessed damage. In cases where damage is greater than $3,000 the City shall keep the entire annual damage deposit and Permittee shall pay to the City the difference between the damage and deposit, within 30 days of notice by the City.

2.19 Surrender of Building

Not later than three (3) days after the date of termination of this Agreement, Permittee agrees to vacate and surrender the portions of the premises allocated to it for the operation of this Agreement, remove personal property there from, and deliver possession of the same to City, in as good condition as the premises were in at the commencement of the Agreement with the exception of unavoidable wear through careful use and damage by fire or other casualty beyond the control of Permittee. All equipment and other property of City (if any) on the premises shall remain the property of the City after the termination of this Agreement. An inventory of City property and equipment (if any) will be performed before release.

2.20 Facility Access

The Parks Division will provide access to; 1) lockable in-building storage 2) concession stand 3) restrooms Note the facilities covered in this solicitation are not all accessible by vehicle. Permittee must provide access to premises 24/7 for Parks staff.

2.21 Taxes and Expenses

Permittee is responsible for and shall pay all taxes and expenses pertaining to their business. Permittee agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful the personal property of Permittee on the premises during the term of the agreement. Permittee shall pay an allowance for utilities for the spaces they occupy with the amount to be determined.

2.22 Auditing/Records

Permittee shall retain and make available to the City: 1) statements of profit and loss, 2) operating statistics, pricing for concessions or 4) any documents of a similar nature pertaining to the Permittee's operations on City property.

3 REQUIRED CONTENT OF PROPOSALS

3.1 Section 1 – General Information, Signatures, and Required Guarantees and Certifications

A. Form A – Signature Affidavit

B. Form B – Receipt Forms and Submittal Checklist

C. Form C – Contractor Profile Information

3.2 Section 2 – References, Performance, Litigations

A. List any and all contracts or agreements your firm has currently with the City of Sheboygan

B. Provide a list of governmental organizations/municipalities and/or clients with whom your firm has done similar business and/or has had similar contracts in size and scope within the last 5 years. Be specific and include the information in RFP Form E.

C. Disclosure of Contract Failures, Litigations

Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the consultant or in which the consultant has been judged guilty of liable or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or sub consultants is or has been involved in within the last three (3) years.

3.3 Section 3 – Background Information

Responses must be in the same sequence as listed and must be identified with the corresponding question number. i.e., Question 1, Question 2, etc.

1. Qualifications Overview / General Company Information

   Provide a brief overview of the general background and services provided by your firm, including size of organization, description of organization structure, number of years in business and experience in serving governmental entities. Demonstrate the firm's capability and evidence of your experience providing services equal to or greater in scope than those requested in this RFP.

2. Organization Management Approach

   Describe the approach to organization management and the responsibilities of the management and staff personnel, if applicable, who will perform work on the contract; describe method employed to ensure prompt service, customer satisfaction, prompt compliant resolution, effective employee performance and training, and timely initiation and completion of all work. Please provide a resume (1 page limit) for each of the key personnel described.

3.4 Section 4 – Technical Questionnaire

Responses must be in the same sequence as listed and must be identified with the corresponding question number. i.e., Question 1, Question 2, etc.

1. Please provide a brief overview (four pages maximum) of how the Proposer plans on meeting the requirements of this RFP, including, but not limited to:
   a. staffing considerations
   b. equipment available
   c. concession assortments
   d. any certifications held

2. Please provide a list of ideas for making this agreement more beneficial to the public and the city.

3.5 Section 5 – Cost Proposal

Please submit cost proposal, Form D, separate from the rest of the proposal.
T

Form A: Signature Affidavit

RFP #: 1933-17 German Beer Garden

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

_____
COMPANY NAME

_____ _____
SIGNATURE DATE

_____
PRINT NAME OF PERSON SIGNING

Form B: Receipt of Forms and Submittal Checklist

RFP #: 1933-17 German Beer Garden

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Fee Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Sample Agreement	N/A	
Addendum #		
Addendum #		

VENDOR NAME

COMPANY NAME

Form C: Vendor Profile

RFP #: 1933-17 German Beer Garden

COMPANY INFORMATION

This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

Form D: Fee Proposal

RFB #: 1933-17 German Beer Garden

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Instructions: Bidder may submit a proposal for any or all of the locations listed below for the rights to conduct the activities specified in this proposal for the years indicated.

Please provide a description of how the agreement will be structured including payments to the City of Sheboygan as well as any all inclusive fixed reimbursements for ancillary services.

1. Kiwanis Park Area # 8

Item	Description	Year[1]	Amount of Payment to City
1.	First agreement term	2018	$
2.	Second agreement term	2019	$
3.	Third agreement term	2020	$
4.	Fourth agreement term -Optional	2021	$
5.	Fifth agreement term-Optional	2022	$
		Total	$

[1] Permittee shall open for the season no later than one week prior to Memorial Day and close no earlier than October 15th.

COMPANY NAME

Form E: References

RFP #: 1933-17 German Beer Garden

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

_____

COMPANY NAME

APPENDIX A

STANDARD TERMS AND CONDITIONS

1. General. Throughout this document, "CITY OF SHEBOYGAN," "City" and "Purchasing" shall be synonymous and mean the CITY OF SHEBOYGAN. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous. As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.

2. Entire Agreement, Order of Precedence These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.
   If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.
   Order of Precedence: If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.

I. TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.

3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.
   The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).
   The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

4. Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.

5. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.

6. Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.

7. Pricing and Discount.
   a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea. etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
   b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.

8. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.

9. Award.
   a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
   b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.

10. Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation.
    a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
    b. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
    c. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

II. CONDITIONS OF PURCHASE: The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.

12. Specifications.
    a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
    b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

13. Regulatory Compliance.
    a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
    b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.
    a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
    b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
    c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
    d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

19. Tax Exemption. The CITY OF SHEBOYGAN is exempt from the payment of Federal Excise Tax and State Sales Tax. . Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

20. Non-Discrimination. In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

21. Indemnification. The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the CITY OF SHEBOYGAN, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.

22. Insurance.
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
   a. Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than $1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the CITY OF SHEBOYGAN, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the CITY OF SHEBOYGAN, its officers, officials, agents and employees as additional insureds.
   b. Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than $1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
   c. Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least $100,000 Each Accident, $100,000 Disease - Each Employee, and $500,000 Disease - Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
   d. Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than $1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
   e. Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
   f. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
      CITY OF SHEBOYGAN
      828 Center Avenue, Suite 205
      Sheboygan, WI 53081
   The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

23. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

24. Compliance.
   a. Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
   b. Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.

25. Warranty of Materials and Workmanship.
    a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
    b. Work not conforming to these warranties shall be considered defective.
    c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

26. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

27. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.

28. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).

APPENDIX B: SAMPLE AGREEMENT

OPERATING AGREEMENT FOR Beer Garden Concession in Kiwanis Park Area # 8 FOR THE 2018-2021 Summer and Fall seasons
Between the CITY OF SHEBOYGAN and [NAME OF PERMITTEE]

THIS AGREEMENT, entered into by and between the CITY OF SHEBOYGAN, a municipal corporation (hereinafter referred to as "City"), and [NAME OF PERMITTEE], a [partnership/limited liability company/limited liability partnership/etc.] (hereinafter referred to as "Permittee"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, The City of Sheboygan desires to contract with a qualified party to establish and operate an authentic German Beer Garden concession in a specific area of Kiwanis Park in Sheboygan WI in an effort to honor the strong German heritage in the city, provide a new and somewhat unique venue for its citizens and increase traffic in an under-utilized portion of the park, and,

WHEREAS, The City of Sheboygan has been approached by a concern expressing an interest to establish such a concession and in response has publically issued a Request For Proposals for same in an effort to make sure that all parties having an interest are given an opportunity to submit a proposal and;

WHEREAS, the party named herein has submitted a formal response to the City's request for proposals and following review of said response, The City of Sheboygan has determined that the proposal is in the best interest of the general public and the city of Sheboygan and,

WHEREAS, Respondents proposal, was accepted by the City, and confirmed by the Public Works Committee, subject to the execution of this Operating Agreement.

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

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Permittee to use the Area # 8 of Sheboygan Kiwanis Park (hereinafter, the "Premises") to establish and operate an authentic German Beer Garden Concession.

2. Grant and Description of Premises. City does hereby grant to Permittee permission to establish and operate the concession at the Premises, described in the Proposal documents in a manner as set forth in this Agreement.

3. Scope of Services. In entering into this Agreement, Permittee agrees to the following terms and conditions regarding the services being offered by Permittee at the Premises:

   A. Services to be provided. Permittee shall provide establish and provide complete operations for a seasonal authentic German beer garden concession including the availability of at least one authentic German beer at all times, assorted domestic beers as well as soft drinks.

   B. Permittee shall provide and offer for sale a light food menu to include snacks, authentic Sheboygan Bratwurst and other meat and sausage products with a preference for those that are made in Sheboygan.

   Permittee shall provide these services at a minimum from June 1st to October 15th

   [ENTER ANY OTHER SPECIAL CONDITIONS THAT APPLY.]

   Permittee shall not engage in any other service or activity at the Premises without the prior written Agreement of the City of Sheboygan, or designee, (including, i.e., leasing out the Premises to third parties), and any such unauthorized service or activity will be considered a breach of the terms of this Agreement subject to the Default provisions of Section 26 of this Agreement.

   C. Permits and Licenses. Permittee agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Permittee's business, and comply with all Federal, State and City

statutes, ordinances, rules and regulations applicable to Permittee's business. Permittee agrees to obtain all inspections and permits by the Sheboygan County Health Department, Fire Department or any other governmental agency that are required to operate the services authorized under this Agreement. Permittee shall provide the City with proof of such compliance upon request. Failure to comply with this provision shall be a default under this Agreement.

D. Equipment. City shall be responsible for providing a lockable maintenance storage area in the main shelter, rest rooms and other features associated with the main shelter. Including access to water and electrical service, and [ENTER ANY OTHER CITY PROVIDED EQUIPMENT]. Permittee shall provide all other equipment necessary to operate the facility, including, but not limited to, all furnishings, safety equipment, food preparation and serving equipment concessions, refrigerators, freezers, microwaves, cash registers, dishes, glassware, cleaning supplies, soap, and toilet paper and hand towels. Permittee may place an additional means of storage on the property in a location approved by the Parks Superintendent, or his/her designee. Permittee may, solely at Permittee's expense, install a security system in the Shelter or other structures on the Premises. Permittee may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Permittee shall provide the Parks Superintendent, or designee, with a current list of all the Permittee's equipment at the Premises.

E. Utilities. Permittee is responsible for all utilities (electrical and water) used at the Premises as well as trash collection. The estimated monthly utility costs for the Premises for the 2018 permit year are $ XXX for electric service and $ XXX for water service. This amount shall be due to the CITY OF SHEBOYGAN, on a monthly basis and prorated as necessary, by the 5th of each month. Failure to pay this amount by the due date will result in a late penalty of $50. Failure to pay this amount in full, plus any accrued penalties, by the 15th of each month will constitute a default under Section 26 of this Agreement. Permittee shall only be responsible for utilities during the months that services are being offered at the Premises. If this Agreement is renewed under Section 4, the estimated monthly utility costs for the Premises for the successive permit years shall be based on the actual utility costs of the preceding permit year.]

F. Product. All items offered for sale by Permittee, including, but not limited to, food, alcoholic beverages, non-alcoholic beverages, snacks and confections, shall be approved by the Parks Superintendent, or his/her designee. All items for sale shall be individually listed on an inventory, a copy of which shall be filed with the City of Sheboygan.

G. Equipment Safety. Permittee shall maintain all equipment, including safety equipment (fire extinguishers, first aid kits etc.), in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.

H. Storage. Permittee may store equipment necessary to provide the services set forth in Subsection A above as indicated on Attachment A and consistent with Subsection C above.

Permittee may store equipment on the premises but shall not store any items, on the Premises from October through May of each year except with express permission from the City, and in any event, may only do so consistent with Subsection C above.

I. Maintenance. Permittee shall be responsible for maintaining the Premises in a clean, safe and attractive condition at all times, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Permittee shall keep the river frontage area free of weeds and debris. Every day, the Permittee shall also be responsible for opening, closing and cleaning the restrooms at the Premises, including installing and refilling paper products and soap, and maintaining the restrooms in a clean and sanitary condition. Permittee agrees that should the Parks Division determine that the maintenance requirements of this Subsection are not being met, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Permittee, payable within thirty (30) days of the issuance of the invoice, or as a deduction from the Permittee's security deposit.

J. Alterations to Premises. No modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the written permission of the Parks Superintendent, or his/her designee. Any and all alterations shall comply with local building codes and ordinances.

K. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or

designee and the City of Sheboygan Building Inspection Dept. The Permittee shall post a readily observable sign at the Premises stating the Permittee's name, the Operating Agent and contact information as set forth below in Section 11, and a notice that Permittee and the Permittee's activities are not affiliated with, nor in any way endorsed by, the City.

L. Closing Date. The closing date of the Permittee's activities at the Premises shall be determined by Permittee, but such date shall occur no later than the Park Division's building winterization schedule.

M. Surrender of Premises. Upon the termination of this Agreement under Section 26, or, in the event that this Agreement is not renewed or expires under Section 4, by December 15 of the permit year, whichever is earlier, Permittee agrees to vacate and surrender the portions of the Premises allocated to it by this Agreement, remove all personal property therefrom, and deliver possession of the same to City, in as good condition as the Premises was in at the commencement of the Agreement, with the exception of unavoidable wear and tear through careful use and with the exception of damage by fire or other casualty beyond the control of Permittee. However, if Permittee has renewed this Agreement for all successive years permit years from 2019 - 2021, Permittee may be granted additional time to surrender the Premises under this Subsection by written agreement with the Parks Superintendent, or his/her designee. Any damages to the Premises beyond normal and expected wear and tear shall be the responsibility of the Permittee. If these damages are not repaired by the Permittee before surrender of the Premises to the City, the City shall cause the repairs to be made and deduct the cost thereof from the security deposit. Any balance still owing by Permittee after deduction from the security deposit shall be due within thirty (30) days of the invoice. All improvements, equipment and other property of the City on the Premises shall remain the property of the City after the termination of this Agreement. No fixtures, whether or not purchased by Permittee, shall be removed without the permission of the City. An inventory of City property and equipment will be performed before release. Any property of Permittee remaining on the Premises thirty (30) days after surrender of the building will become the property of the City.

N. Security Deposit. The Permittee must pay to the City of Sheboygan a security deposit in the amount of $3,000 prior to occupying the Premises. Upon the surrender of the Premises, and after inspection by the City, the security deposit will be refunded to the Permittee, less any deductions for damage and other assessable costs under this Agreement. In cases where the damage and other assessable costs are greater than
$3,000, the City shall keep the entire security deposit and Permittee shall pay to the City the remaining balance within 30 days of the invoice from the City.

O. Payment. For the use of the Premises and the right to provide the services set forth above therein, and utility costs imposed under Subsection D above, as well as the security deposit under subsection N above, Permittee agrees to pay the City for the each permit year (2018, 2019, 2020) based on the bid amounts submitted in Form N of the original bid proposal. Payments shall be made in thirds due no later than May 15, July 1, and September 1. If this Agreement is renewed for the permit years from 2020-2021, and 2021-2022, 2022-2023 Permittee agrees to pay the City [ENTER BID AMOUNT] for each additional permit year, with the same payment schedule. A payment will be considered late, and a default of the terms of this Agreement, if not received within five (5) days of the due date.

4. Term and Effective Date. This initial three year Agreement shall become effective upon execution by the parties and shall expire on December 31, 2021, after which Permittee will no longer be permitted to conduct the vending activities set forth in this Agreement. However, this Agreement may be renewed for two (2) successive one-year terms (for the 2022 and 2023 permit years) upon the mutual agreement of both parties. To renew the Agreement, Permittee must, by November 1 of each permit year, submit written notice to the City of Permittee's desire to renew this Agreement for the upcoming permit year. The City's decision to renew or not renew the Agreement for the upcoming year will be based upon the Permittee's performance under this Agreement and corresponding Request for Proposal, and the decision to renew or not renew the Agreement is not reviewable, and solely that of the City of Sheboygan.. The City will notify Permittee in writing of its decision to renew or not renew this Agreement by December 1. If the Agreement is renewed for the following permit year the terms and conditions of this Agreement will remain in place through December 31 of the following year, or until the Agreement is renewed, terminated, or expires.

5. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.

6. Status of Permittee. It is agreed that Permittee is an independent contractor and not an employee or representative of the City and that any persons who Permittee utilizes and provides for services under this Agreement are employees of Permittee and are not employees of the CITY OF SHEBOYGAN.

7. Assignability and Subcontracting. Permittee shall not assign or subcontract any interest or obligation under this Agreement without City's prior written approval. All of the services required hereunder shall be performed by Permittee and employees of Permittee. If Permittee is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Permittee's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Permittee as of the date hereof.

8. No Real Estate. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Permittee the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public,

9. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Permittee's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Permittee's obligations under this Agreement.

10. Designated Representative. Permittee designates [ENTER NAME OF CONTRACTING AGENT] as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agent, Permittee will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 21, Notices. The City may accept another person as the Contract Agent, or may terminate this agreement under Section 26, at its option.

11. Operating Agent. Permittee shall designate an Operating Agent of Permittee's activities at the Premises, who will be the person primarily responsible for the day-to-day operation of the Permittee's activities at the Premises. Permittee shall provide the name and contact information of this person to the Parks Superintendent, or his/her designee, within forty-eight
(48) hours of commencing activities at the Premises under this Agreement, or within twenty- four (24) hours of any changes to the Operating Agent or the Operating Agent's contact information.

12. Advertising. It is understood that in the operation and conduct of this Agreement, City does not grant Permittee the right to sell or distribute any goods or services provided by City, nor does City grant Permittee the express right to use a City trade name, trademark, logotype, advertising, or other commercial symbol. In any commercial advertisement or announcement, Permittee may use the name of Kiwanis Park but any such advertisement or announcement must also indicate that Permittee's activities are not associated with or affiliated with the City.

13. Marketing: Permittee will agree to include and/or prominently display the CITY OF SHEBOYGAN Logo in the premises and on any marketing materials. Marketing materials will be approved by the City and any City logos provided by City Marketing Representative. The CITY OF SHEBOYGAN will agree to display and promote marketing materials of Permittee on the Parks Website and other appropriate venues with the prior approval of the Parks Superintendent and City Attorney.

14. Amendments. This Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents of the Permittee and the Parks Superintendent, or his/her designee.

15. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Permittee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Permittee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

16. Indemnification. The Permittee shall be liable to and hereby agrees to indemnify, defend and hold harmless the CITY OF SHEBOYGAN, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Permittee's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers,

officials, agents, or its employees.

17. Insurance.

A. Required Insurance. The Permittee will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Permittee shall not commence work under this Agreement, nor shall the Permittee allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Purchasing Agent and City Attorney.

1) Commercial General Liability. During the life of this Agreement, the Permittee shall procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than $1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Permittee's coverage shall be primary and list the CITY OF SHEBOYGAN, its officers, officials, agents and employees as additional insureds. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the CITY OF SHEBOYGAN, its officers, officials, agents and employees as additional insureds.

2) Automobile Liability. During the life of this Agreement, the Permittee shall procure and maintain Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than $1,000,000 combined single limit per accident. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

3) Worker's Compensation. During the life of this Agreement, the Permittee shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. The Permittee shall also carry Employers Liability limits of at least $100,000 Each Accident, $100,000 Disease – Each Employee, and $500,000 Disease – Policy Limit. Permittee shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.

4) Umbrella Liability. During the life of this Agreement, the Permittee shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Business Automobile Liability and Employers Liability with minimum limits of $2,000,000 per occurrence and aggregate.

B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

C. Proof of Insurance, Approval. The Permittee shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Permittee shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Purchasing Agent the Permittee shall provide copies of additional insured endorsements or insurance policies, if requested by the City Purchasing Agent.

D. Notice of Change in Policy. The Permittee and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.

E. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Permittee shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Purchasing Agent consistent with the requirements of this Section.

F. Purchasing Agent. All information required to be provided to the Purchasing Agent should be addressed as follows:

City of Sheboygan Purchasing Agent,
828 Center Avenue, Suite 205

Sheboygan, WI 53081

18. Non-Discrimination. In the performance of the services under this Agreement the Permittee agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Permittee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.

19. Taxes and Assessments. Permittee agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Permittee's right of appeal) against the personal property and services of Permittee on the Premises during the term of this Agreement.

20. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

21. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City:	City Clerk's Office City of Sheboygan 828 Center Avenue Sheboygan, WI 53081
Permittee:	[Contract Agent] [Business Name] [Business Address] [City, ST Zip]

22. Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

23. Audit and Retaining of Documents. The Permittee agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Agreement. Any other reports or documents shall be provided within five (5) working days after the Permittee receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Agreement shall be retained by the Permittee for a period of three (3) years after completion of all work under this Agreement, in order to be available for audit by the City or its designee.

24. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction Sheboygan County, State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

25. Compliance with Applicable Laws. The Permittee shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Permittee and its agents and employees. The Permittee's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 26 of this Agreement.

26. Default/Termination.

A. In the event Permittee shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue un-remedied for a period of ten (10) days after written notice thereof to Permittee, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Permittee, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Permittee under this Agreement.

B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing the Permittee with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Permittee and accepted by the City.

26. Authority. Permittee represents that it has the authority to enter into this Agreement. If the Permittee is not an individual, the person signing on behalf of the Permittee represents and warrants that he or she has been duly authorized to bind the Permittee and sign this Agreement on the Permittee's behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR THE CITY OF SHEBOYGAN

_____

_____

_____

FOR [PERMITTEE'S NAME]

_____ _____

[NAME], [TITLE] Date

_____ _____

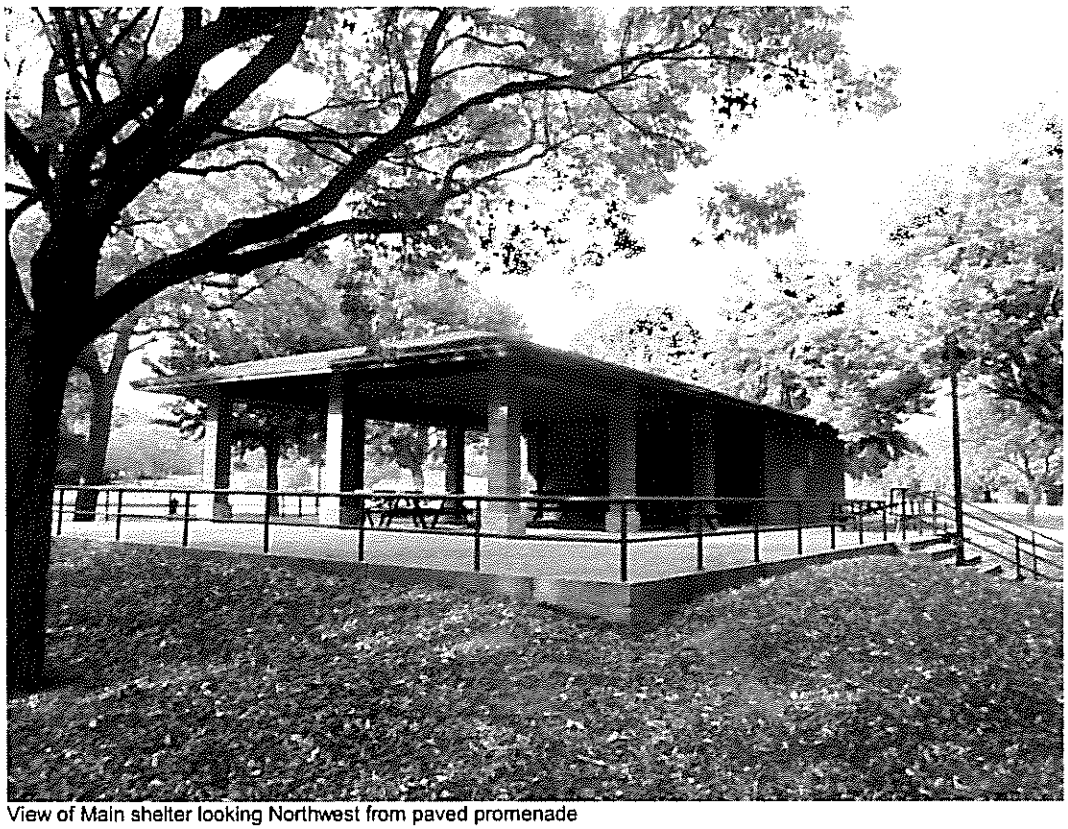
APPENDIX C Facilities

Area # 8 of Kiwanis Park is a level, spacious and somewhat under-utilized site featuring many amenities that are felt to be attractive to a concern interested in establishing an outdoor Authentic German Beer Garden Concession. Sitting just south of the bend of Kiwanis Park Drive, Area 8 is served by wide, paved promenades and considerable frontage along the Sheboygan River. The site is easily accessible for all persons. Kiwanis Park Drive features parking along both sides however there are no "designated" ADA parking spaces.

View of Area # 8 looking east/southeast from the curb line of Kiwanis Park Drive

Main Shelter

The Main Shelter is a stone and wood structure that includes men's and ladies bath rooms, a small storage/utility area and a large lighted area under roof with open sides. Additional features include hot and cold running water and electrical power. The main shelter is level with the grade on the north and elevated on the south making it easily accessible while providing an "overlook" to the South. The open area under roof may be attractive to the concessionaire to allow for operations during light rainfall. There is also a large paved patio area on the South end surrounded by steel railings.


View of Main shelter looking Northwest from paved promenade


View of Main shelter looking North/Northeast from paved promenade

View of Main Shelter canopied area looking south/southwest

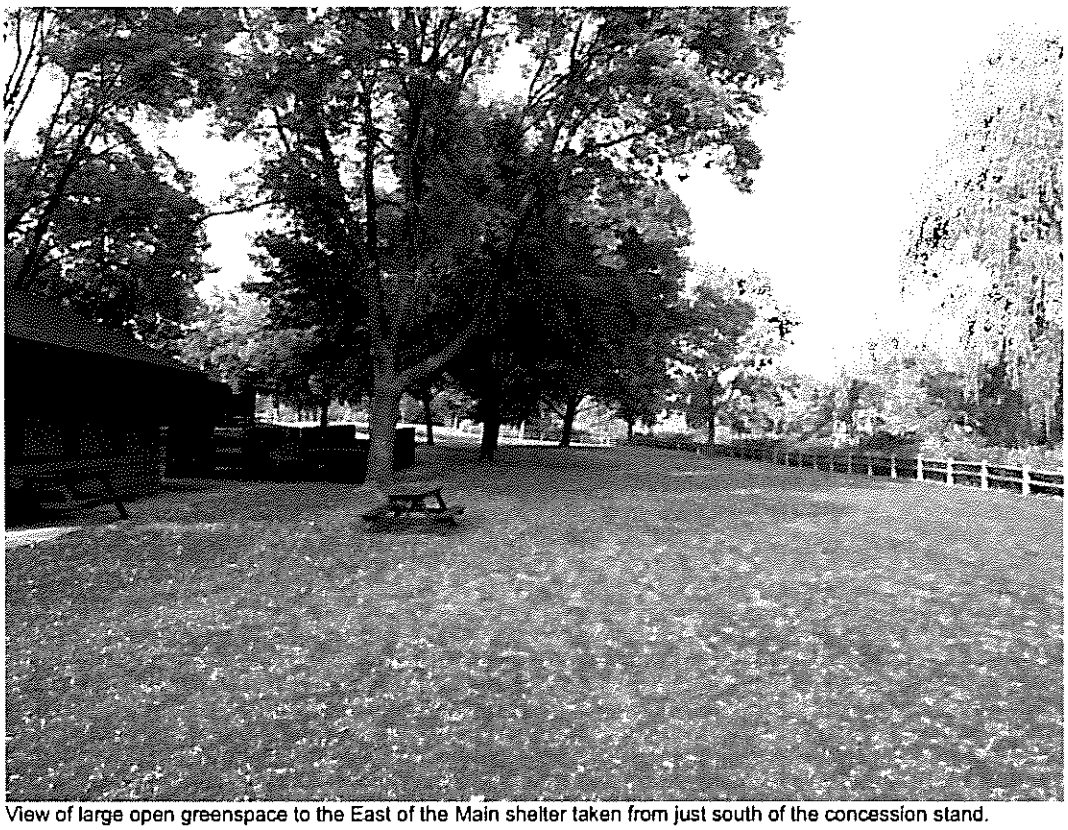
Large Green Space

Available for use by the Concessionaire is a large shaded/semi shaded greenspace between the Main Shelter and the stout wood fence along the banks of the Sheboygan River. This area is thought to be very attractive for use as the main "garden" area of the beer garden concession. The site is flat and drains well and is currently established lawn.

The rustic wood fence along the river creates a natural barrier without compromising river views and offers a nice mix of sun and shade during the mid-day hours.

In order to utilize the large green space effectively it is felt that some sort of border enclosure would need to be constructed. This would allow for the concessionaire to control entry into and out of the space.

In addition, the existing turf, while quite hearty, would not effectively withstand prolonged foot traffic over several months each year. Thus it is felt by the city that an alternative surface material will most likely need to be installed.

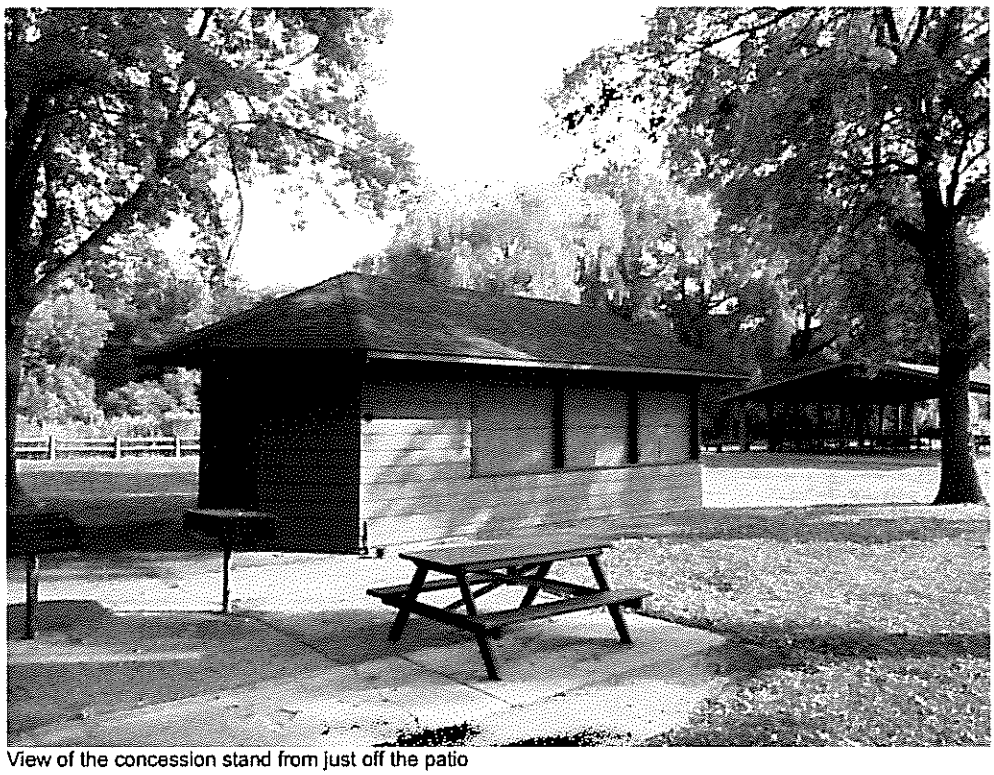


View of large open greenspace to the East of the Main shelter taken from just south of the concession stand.

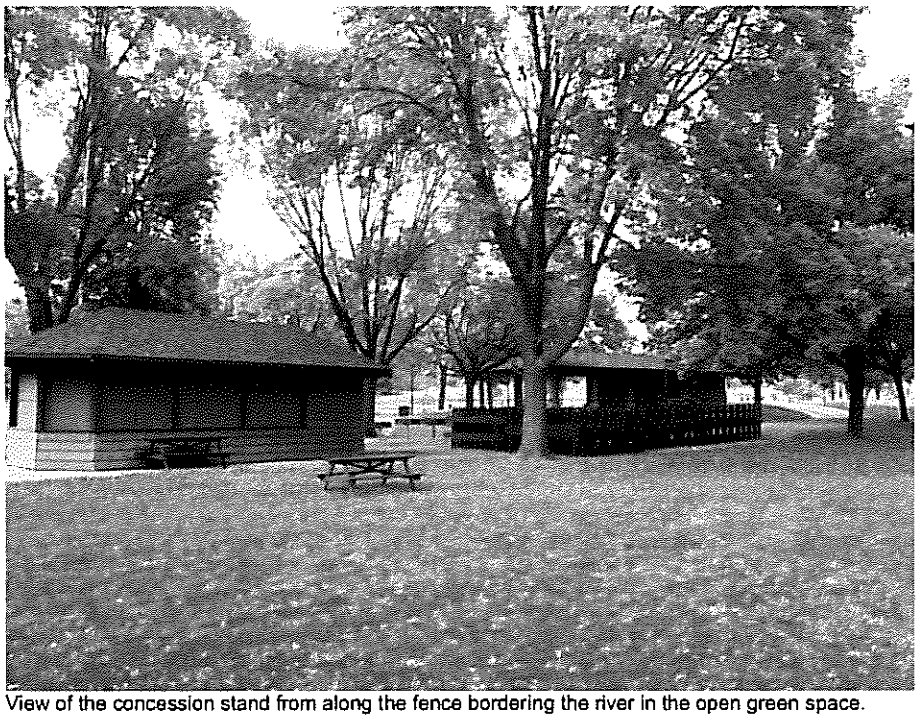
Alternate View of green Space from the south looking due north. Main shelter can be seen in upper left.

CONCESSION STAND

Situated to south of the main shelter and east of the large green space is the concession stand. The stand features several service windows and is thought to be a good fit for the concessionaire for the sale of food as well as beverages. The Concession stand also features electric power 110vAC. There is a paved patio to the North of the stand featuring several permanent charcoal grills which would be available for use by the concessionaire.



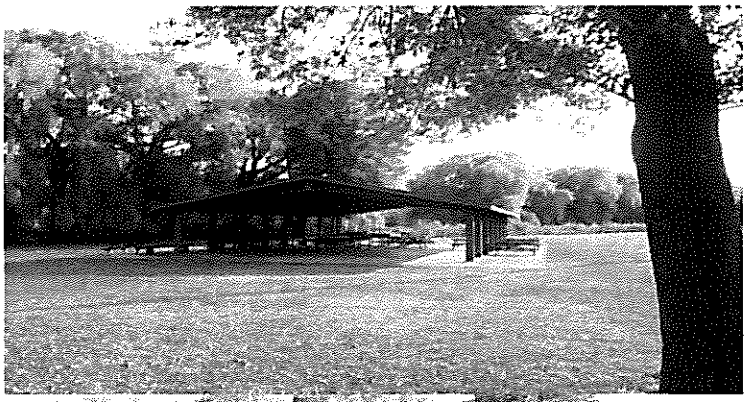
View of the concession stand from just off the patio

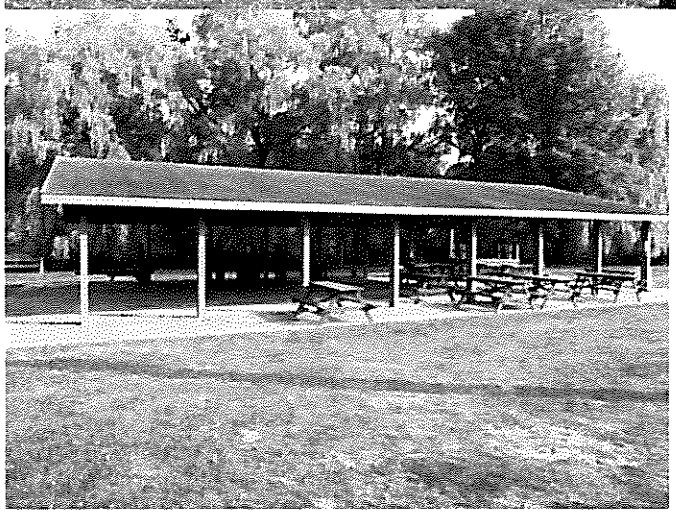


View of the concession stand from along the fence bordering the river in the open green space.

Jaycee Pavilion

The large Jaycee Pavilion to the South of the concession stand is not being offered for use by the concessionaire at this time. The Jaycees organization contributed heavily to the cost of construction of this structure. That said the city wishes to leave the door open and allow proposers the ability to include this structure into their overall plan whether initially or at some point in the future. Please note that any usage may require some involvement with the Jaycee's Organization.





APPENDIX D: Area # 8 Overhead View