

*****ATTACHMENTS*****



December 4, 2017

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

SHEBOYGAN SQUARED BID BOARD

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
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

Lins Ock

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

1.4



November 20, 2017

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Craig Seider to be considered for appointment to the Board of License Examiners as the 2nd Alternate according to Gen. Ord. No. 19-17-18.


MAYOR MIKE VANDERSTEEN

Lies Orde

OFFICE OF MAYOR

CITY HALL
828 Center Ave.
SHEBOYGAN, WI
53081-4495

920/ 459-3317
FAX 920/ 459-0256



November 20, 2017

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

Jody Kraemer to be considered for appointment to the Mayor's Neighborhood Leadership Cabinet representing the Memorial Neighborhood Association as the Primary member. Term to expire 4/30/18.

Nancy Maring to be considered for appointment to the Mayor's Neighborhood Leadership Cabinet representing the Memorial Neighborhood Association as the Alternate member. Term to expire 4/30/18.

Michael Vanderstee
MAYOR MIKE VANDERSTEEN

Lies Over

OFFICE OF MAYOR

CITY HALL
828 Center Ave.
SHEBOYGAN, WI
53081-4495

920/ 459-3317
FAX 920/ 459-0256

II

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

Your 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; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 28, 2017, and after due consideration, recommends DENIAL of the RO.

Consent

DIRECTOR OF PLANNING & DEVELOPMENT

II

4.1

R. O. No. 234 - 17 - 18. By BOARD OF WATER COMMISSIONERS.
November 20, 2017.

To the Honorable, the Mayor and Common Council:

The Board of Water Commissioners has received a request from the Town of Sheboygan for water service to Rudy Mahler Park, within Town lands, on Eisner Avenue. The Sheboygan Water Utility does have water main in Eisner Avenue that could be used to serve the park land, but any request for water service to unincorporated areas, outside of the City, must be granted by the Sheboygan Common Council. Therefore, the Board refers the communication to the Common Council for determination in accord with Section 122-97 of local statutes.

City Plan

BOARD OF WATER COMMISSIONERS

BOARD OF WATER COMMISSIONERS

Gerald R. Van De Kreeke
Gerald R. Van De Kreeke, President

Mark Heinz
Mark Heinz, Secretary

Ray Haen
Raymond W. Haen, Member

Attachment



Town of Sheboygan
Sanitary Districts 2 Sewer & 3 Water

Town Hall Office
1512 N 40th St Sheboygan, WI 53081
Phone 920-451-2320 Fax 920-451-2323
Hrs: Mon, Wed, Thur 7am-4pm
Tue 7am-5pm; Fri Closed

October 23, 2017

Sheboygan Water Utility
Board of Commissioners
72 Park Avenue
Sheboygan, WI 53081

Dear Mr. VanDeKreeke, Mr. Helnz & Mr. Haen,

This past year the Town of Sheboygan has developed a park area on the north side of Eisner Avenue, namely Rudy Mahler Park. This park area consists of benches, a bridge, playground and next year a 16' x 28' open structure. Also discussed in the future is the addition of a restroom. The Town has sewer service available in this area, however we have no water available to this park.

At this time we are asking that the Board of Commissioners consider extending water service to the park as it is a park that is used by many City of Sheboygan residents as well as Town residents. The Town would pay all costs in connecting to City water and would also pay the quarterly bills generated by the Sheboygan Water Utility, as other Town residents do who are also connected to City water.

This Park is a wonderful addition to the community for residents from all municipalities and the addition of a restroom would complete the new park area.

One of our Board members would be able to attend your next meeting to discuss this option further, if you so desire. Please contact our Clerk, Cathy Conrad at 920-451-2320 to request attendance of one of our members.

Thank you for your consideration of this request as a great asset and benefit for Sheboygan County residents.

Sincerely,

Town of Sheboygan Board Members
Daniel W. Heln, Chairman
Char Gumm, Supervisor
Dan Olson, Supervisor
James Schwinn, Supervisor
John Wagner, Supervisor

III

R. O. No. _____ - 17 - 18. By CITY CLERK. December 04, 2017.

Submitting various license applications.

City Clerk

Commercial Operators License (12/31/2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2787	CG Services LLC	N1403 Sauk Trail Road, Oostburg
1154	Harolds Landscaping LLC	W4740 CTY MM, Elkhart Lake
2138	Jr's Tree Service	1429 N. 26 th Street
1727	Millhome Nursery & Greenhouse	N9573 Rhine Road, Elkhart Lake
1951	Scotty Landscape Supply, LLC	3823 Enterprise Drive
1385	Stevie BS Landscaping	N7332 Lakeshore Road

Secondhand Dealer License (12/31/2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2297	Music Boxx LLC	1119 N. 8 th Street

Consent

II

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

Your 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; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 28, 2017, and after due consideration, recommends Approval of the RO.

DIRECTOR OF PLANNING & DEVELOPMENT

Consent.

II

4.3

R. O. No. 231-17-18. By CITY CLERK. November 20, 2017.

Submitting a Certified Survey Map (C.S.M.) and the Declaration of Nonexclusive Easements by Meijer Stores Limited Partnership.

City Plan

City Clerk



21 South Evergreen Avenue
Suite 200
Arlington Heights, IL 60005
847.788.9200
www.greenbergfarrow.com
We Are Global

November 15, 2017

To Steve Sokolowski
Manager of Planning & Zoning
City of Sheboygan
828 Center Avenue, Suite 104
Sheboygan, WI 53081

Project Meijer #305
Sheboygan, WI
Project # 20140267.0
Re Resubmittal: Certified Survey Map (CSM) &
Declaration of Easements

Dear Steve,

On behalf of our client, Meijer, we recently submitted to your office, via email and Federal Express, the following documents for your consideration and approval:

- Two (2) Certified Survey Maps (CSM), Sheets 1-6; revised November 9/14, 2017, as prepared by Chaput Land Surveys
- One (1) Declaration of Nonexclusive Easements, dated October 26, 2017, executed by Meijer

It is Meijer's desire to be placed on the November 28th Plan Commission agenda and the December 4th City Council agenda. Please confirm date, time and location of meetings at your earliest convenience.

It is Meijer's desire to re-develop a portion of the existing Memorial Mall, and construct a Meijer store and associated fuel center; an adjacent retail pad; a commercial outlot; and retain the southern portion of the property intact servicing Kohls, Bed Bath & Beyond, and Goodyear. These efforts require the land to be divided into four (4) separate parcels to accommodate present and future ownership. Inclusive of this division will be right-of-way and utility easement dedication to various parties.

We appreciate your continued time and assistance with this project.

Sincerely,

David W. Behrens
Principal

Cc: Susan Richards, City of Sheboygan
Project File

CERTIFIED SURVEY MAP NO. _____

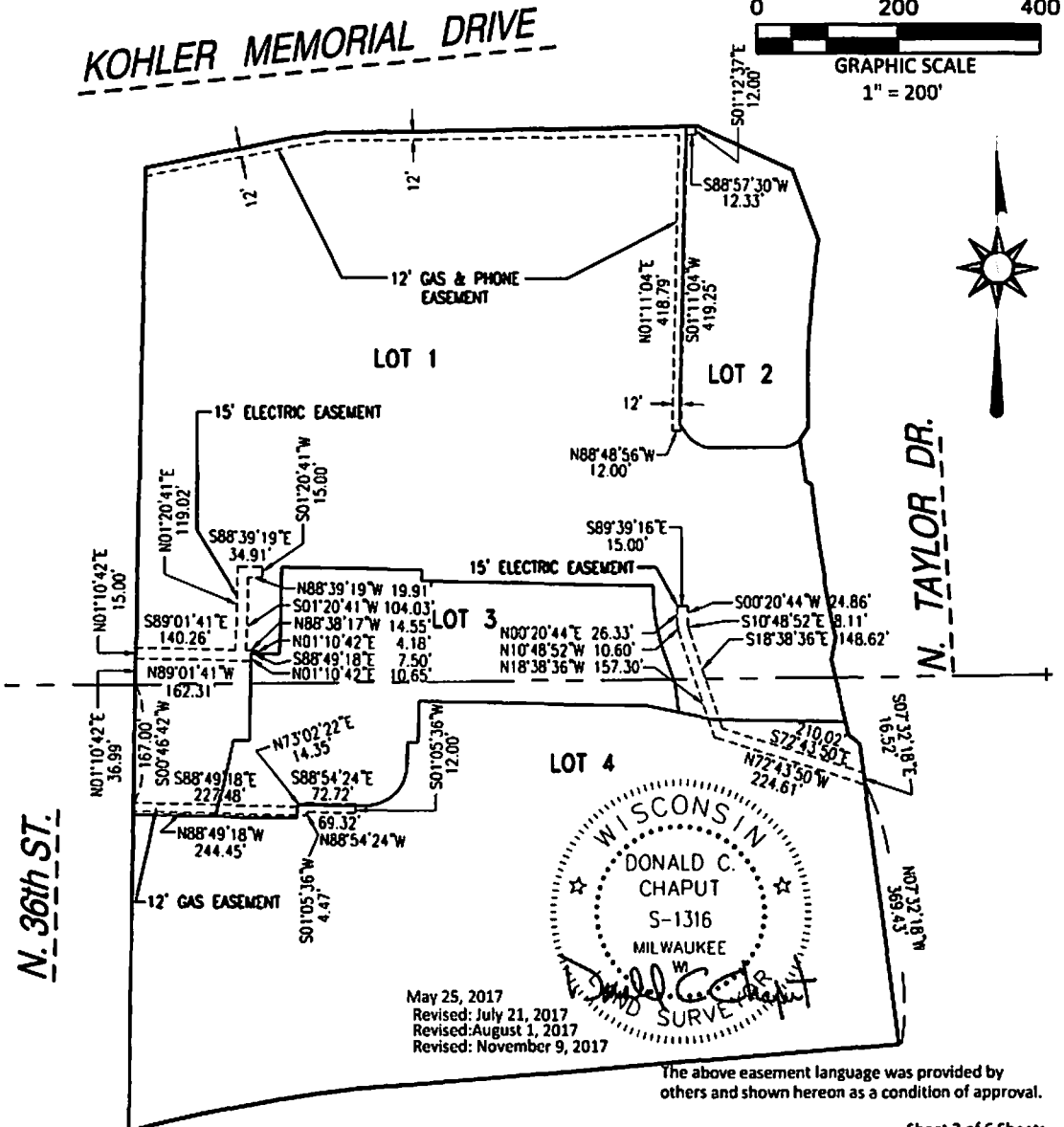
A division of a part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by MEUER STORES LIMITED PARTNERSHIP, Grantor, to **WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee.**

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the map designated as "Gas or Electric Easement" and the property designated on the map for streets and alleys, whether public or private, together with the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Gas or Electric Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Gas or Electric Easement(s) are non-exclusive. Grantee will indemnify and save the Grantor, its successors and assigns harmless from any and all claims for injury or death to any person or for damage to property of any person arising out of Grantee's exercise of any of its rights under this grant of easement; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, Grantors employees, agents and invitees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.



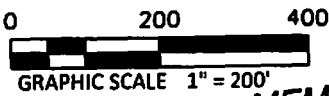
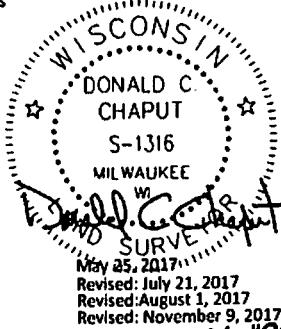
The above easement language was provided by others and shown hereon as a condition of approval.

CERTIFIED SURVEY MAP NO. _____

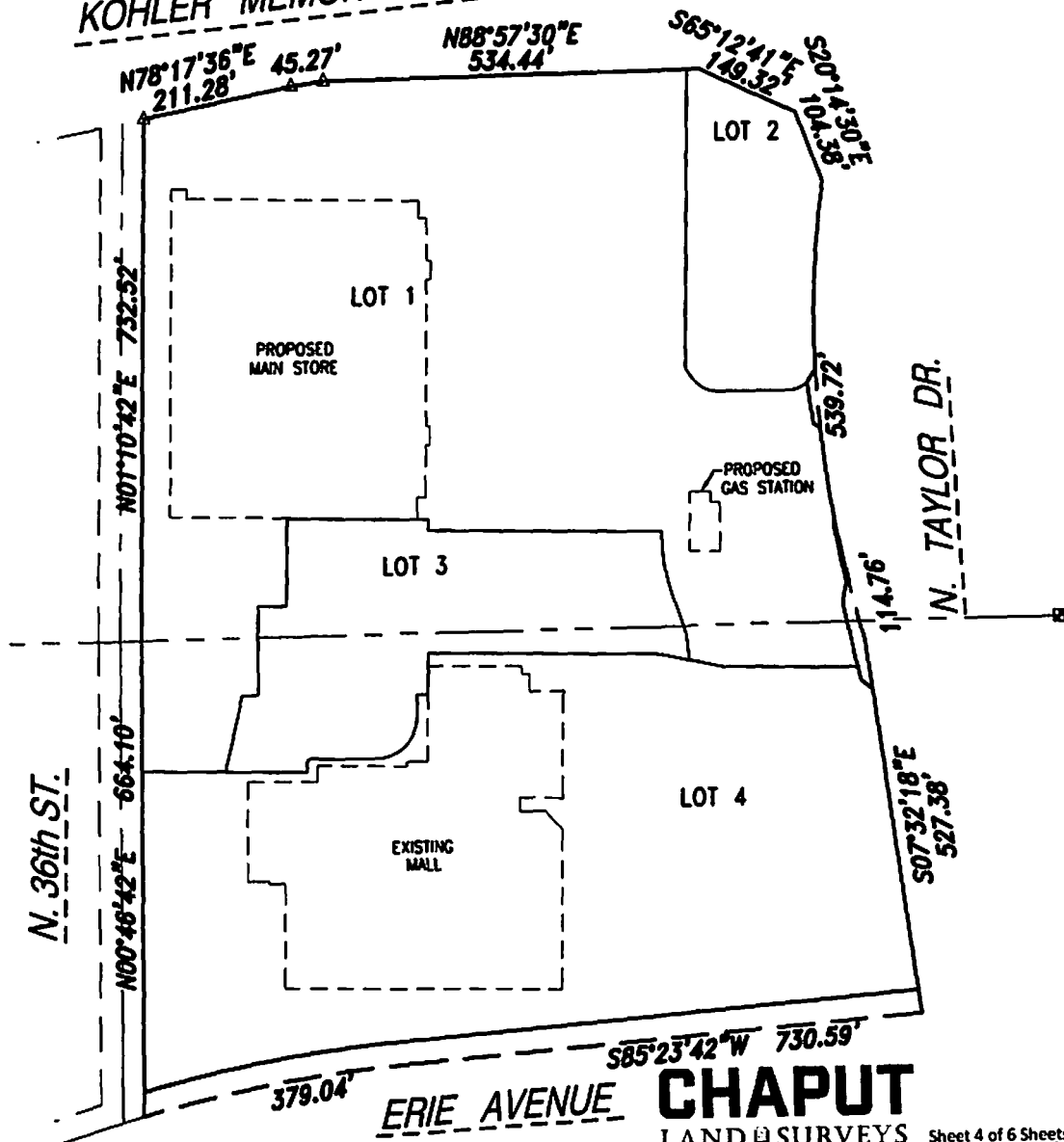
A division of a part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.



Proposed buildings shown for illustrative purposes only - building does not exist at time of recording



KOHLER MEMORIAL DRIVE (S.T.H. "23")



CHAPUT
LAND SURVEYS

CERTIFIED SURVEY MAP NO. _____

A division of a part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
:SS
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin., bound and described as follows;

Commencing at the Southwest corner of the Northwest 1/4 of said Section 21; thence North 89°21'52" East, along the South line of said Northwest 1/4 Section 1345.67 feet to the East line of North 36th Street and the point of beginning of the lands hereinafter described; thence North 01°10'42" East along said East line 732.52 feet to a point on the South line of Kohler Memorial Drive (S.T.H. 23); thence North 78°17'36" East along said South line 211.28 feet to a point; thence 45.27 feet along said South line and arc of a curve, whose center lies to the South, whose radius is 5394.75 feet and whose chord bears North 81°35'22.5" East 45.27 feet to point; thence North 88°57'30" East along said South line 534.44 feet to a point; thence South 65°12'41" East along said South line 149.32 feet to a point on the West line of North Taylor Drive; thence South 20°14'30" East along said West line 104.38 feet to a point; thence 539.72 feet along said West line and arc of a curve, whose center lies to the East, whose radius is 1482.39 feet and whose chord bears South 02°17'03.5" East 536.75 feet to point of compound curve; thence 114.76 feet along said West line and arc of a curve, whose center lies to the Northeast, whose radius is 1959.86 feet and whose chord bears South 14°23'31.5" East 114.74 feet to point; thence South 07°32'18" East along said West line 527.38 feet to on the centerline of Erie Avenue; thence South 85°23'42" West along said centerline 730.59 feet to a point; thence Southwesterly 379.04 feet along said centerline and arc of a curve, whose center lies to the South, whose radius is 1989.24 feet and whose chord bears South 79°56'10.5" West, 378.46 feet to a point on the East line of North 36th Street; thence North 00°46'42" East along said East line 664.10 feet to a point of beginning.

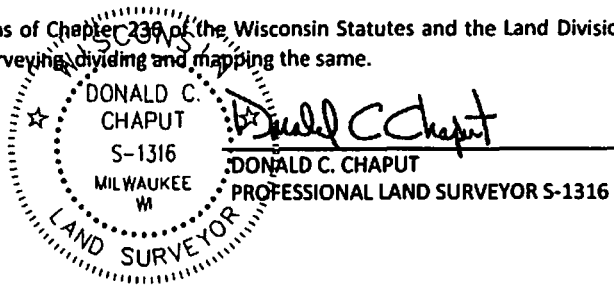
Said lands contain 1,369,115 square feet, more or less, or 31.4306 acres, more or less.

THAT I have made the survey, land division and map by the direction of MEIJER STORES LIMITED PARTNERSHIP, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Land Division and Ordinances of the City of Sheboygan in surveying, dividing and mapping the same.

May 25, 2017
DATE
Revised: July 21, 2017
Revised: August 1, 2017
Revised: November 9, 2017



CERTIFIED SURVEY MAP NO. _____

A division of a part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

OWNER'S CERTIFICATE

MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership, as owner, hereby certifies that said limited partnership caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the City of Sheboygan.

MEIJER STORES LIMITED PARTNERSHIP, as owner, does further certify that this map is required by S236.20 or 236.12 to be submitted to the following for approval or objection: City of Sheboygan.

IN WITNESS WHEREOF, the said MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership has caused these presents to be signed by _____, the _____ of Meijer Group, Inc., a Michigan corporation, for and as the act of the general partner of Meijer Stores Limited Partnership, a Michigan limited partnership on this ____ day of _____, 2017.

MEIJER STORES LIMITED PARTNERSHIP

By: Meijer Group, Inc.,
Its: General Partner

By: _____
(_____)
Its: _____

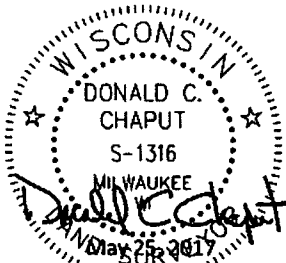
STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

Personally came before me this ____ day of _____, 2017, _____, the _____ of Meijer Group, Inc., a Michigan corporation, on behalf of the corporation as general partner for Meijer Stores Limited Partnership, a Michigan limited partnership.

Notary Public
State of Michigan, County of _____
My commission expires: _____
Acting in the County of Kent

CITY OF SHEBOYGAN COMMON COUNCIL CERTIFICATION OF APPROVAL

APPROVED by the Common Council of the City of Sheboygan on this ____ day of _____, 2017.



Revised: July 21, 2017
Revised: August 1, 2017
Revised: November 9, 2017
Revised: November 14, 2017

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Mike Vandersteen, Mayor

Susan Richards, City Clerk

DECLARATION OF NONEXCLUSIVE EASEMENTS

THIS DECLARATION OF NONEXCLUSIVE EASEMENTS ("Declaration") is made this 26 day of October, 2017 ("Effective Date"), by MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership ("Meijer").

R E C I T A L S

A. Meijer is the fee simple owner of a certain parcel of land located in the City of Sheboygan, Sheboygan County, Wisconsin, legally described on the attached **Exhibit A** (the "Meijer Parcel"), consisting of approximately 31.4306 acres of land located south of that public right of way currently known as Kohler Memorial Drive, west of that public right of way currently known as N. Taylor Drive and north of that public right of way currently known as Erie Avenue (collectively, the "Adjacent Public Rights of Way").

B. As of the Effective Date, the Meijer Parcel contains (i) driveways to allow for the ingress and egress of persons and vehicles to and from the Meijer Parcel and N. Taylor Drive and to and from the Meijer Parcel and Erie Avenue (collectively, the "Interior Drives"), (ii) designated paved areas for the parking of vehicles (the "Interior Parking Areas"), (iii) utility lines providing for the transmission of water, sewer and storm water to all structures and improvements within the Meijer Parcel ("Interior Utilities"), and (iv) pylon and monument signage to identify and promote certain business operations on the Meijer Parcel ("Interior Signage").

C. Meijer desires to secure the necessary governmental approvals associated with the recordation of a Certified Survey Map for the Meijer Parcel (the "CSM"), establishing multiple lots within the Meijer Parcel designated as "Lot 1," "Lot 2," "Lot 3," and "Lot 4," (collectively the "Lots"). The version of the CSM submitted for approval by the City of Sheboygan, Wisconsin is attached as **Exhibit B**.

D. Meijer desires to grant each Lot certain reciprocal, perpetual, nonexclusive easements over and across the remaining Lots, each on the terms and conditions more specifically set forth in this Declaration.

NOW, THEREFORE, in consideration of the foregoing Recitals, the execution of this Declaration, subject to the terms and conditions set forth herein, Meijer hereby declares as follows:

1) Grant of Easements. Meijer hereby grants for the benefit of each Lot, the owner of each respective Lot (a "Lot Owner"), and each Lot Owner's respective successors, assigns, tenants, licensees, invitees, customers and employees, the following perpetual, reciprocal and non-exclusive easements over and across the Meijer Parcel and (subject to approval of the CSM), over and across each respective Lot (collectively, the "Easements):

a) Over and across the Interior Drives, to the extent located on any Lot as of the Effective Date, for the ingress and egress of persons and vehicles between the Meijer Parcel and the Adjacent Public Rights of Way;

b) Over and across the Interior Parking Areas, to the extent located on any Lot as of the Effective Date, for the parking of vehicles in connection with business operations conducted on the Lots;

c) Over and across the Meijer Parcel for the installation, maintenance, repair and replacement of the Utility Lines, to the extent located on any Lot as of the Effective Date, and to facilitate the provision of utilities, such as water, gas, electric, telephone lines and storm water and sanitary sewer lines to each structure located on any Lot; and

d) Over and to the Meijer Parcel for the installation, maintenance, repair and replacement of the Interior Signage, to the extent located on any Lot as of the Effective Date, for the placement sign panels to identify and promote certain business operations on the Meijer Parcel, in each case subject to the approval of the Lot Owner on the allocation of space on such Interior Signage.

2) Confirmation of CSM Easements. This Declaration shall represent the “other documents” contemplated by the CSM to provide the cross easement rights to the various Lots as referenced in the CSM.

3) Encumbrances. The Easements are made subject to all covenants, conditions, restrictions, encumbrances, and easements of record. Meijer reserves the right to grant other easements and encumbrances over and across the Meijer Parcel that do not interfere with use of the Easements in accordance with this Declaration.

4) Reservation of Rights. Meijer hereby reserves for itself, its successors and assigns, the right to use the Meijer Parcel for any purpose which is not inconsistent with the use of the Easements. Meijer hereby reserves the right to interrupt the continued use of the Easements, including, without limitation, the temporary closure of the Interior Drives, for such reasonable period or periods of time as may be required in connection with: (i) any necessary repairs to the improvements located within an Easement area; and/or (ii) installation of future improvements or maintenance of current improvements within an Easement area. Meijer shall, except in the case of an emergency, coordinate the closing with the Lot Owners so that there is no unreasonable interference with the operation of the improvements on the Lots. If in connection with the foregoing it becomes necessary, Meijer shall afford the parties benefited by the Easements in accordance with Section 1, temporary alternate driveways, parking or utilities during such temporary closure. Meijer hereby reserves for itself, and its successors and assigns, the right to relocate/reconfigure the Easement areas at Meijer’s sole cost and expense, so long as a commercially reasonable convenient alternative is provided. Meijer agrees to coordinate any such relocation/reconfiguration with the parties benefited by the Easements in accordance with Section 1 so as to minimize any interference with the operations on the Lots. In the event of any such relocation or reconfiguration, Meijer shall amend this Declaration to describe the new location and dimensions of any such revised Easements if necessary.

5) Covenants Running with the Land. The Easements and the terms and conditions of this Declaration shall be easements and covenants running with the land and shall inure to the

benefit of, and be binding upon, Meijer, the Lot Owners and their respective successors and assigns.

6) Governing Laws. This Declaration shall be construed in accordance with the laws of the State of Wisconsin and any applicable federal laws and regulations.

7) Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration.

8) Severability. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law provided that such deletions can be made without materially changing the basic terms of this Declaration. Meijer may amend, or to permit the court to amend, this Declaration to accomplish essentially the same transaction as set forth in this Declaration.

[the remainder of this page is intentionally left blank]

**EXHIBIT A
TO
DECLARATION OF NONEXCLUSIVE EASEMENTS**

Legal Description of Meijer Parcel

THAT I have surveyed, divided and mapped a division of part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 15 North, Range 23 East, in the City of Sheboygan, County of Sheboygan, State of Wisconsin., bound and described as follows;

Commencing at the Southwest corner of the Northwest 1/4 of said Section 21; thence North 89°21'52" East, along the South line of said Northwest 1/4 Section 1345.67 feet to the East line of North 36th Street and the point of beginning of the lands hereinafter described; thence North 01°10'42" East along said East line 732.52 feet to a point on the South line of Kohler Memorial Drive (S.T.H. 23); thence North 78°17'36" East along said South line 211.28 feet to a point; thence 45.27 feet along said South line and arc of a curve, whose center lies to the South, whose radius is 5394.75 feet and whose chord bears North 81°35'22.5" East 45.27 feet to point; thence North 88°57'30" East along said South line 534.44 feet to a point; thence South 65°12'41" East along said South line 149.32 feet to a point on the West line of North Taylor Drive; thence South 20°14'30" East along said West line 104.38 feet to a point; thence 539.72 feet along said West line and arc of a curve, whose center lies to the East, whose radius is 1482.39 feet and whose chord bears South 02°17'03.5" East 536.75 feet to point of compound curve; thence 114.76 feet along said West line and arc of a curve, whose center lies to the Northeast, whose radius is 1959.86 feet and whose chord bears South 14°23'31.5" East 114.74 feet to point; thence South 07°32'18" East along said West line 527.38 feet to on the centerline of Erie Avenue; thence South 85°23'42" West along said centerline 730.59 feet to a point; thence Southwesterly 379.04 feet along said centerline and arc of a curve, whose center lies to the South, whose radius is 1989.24 feet and whose chord bears South 79°56'10.5" West, 378.46 feet to a point on the East line of North 36th Street; thence North 00°46'42" East along said East line 664.10 feet to a point of beginning.

Said lands contain 1,369,115 square feet, more or less, or 31.4306 acres, more or less.

**EXHIBIT B
TO
DECLARATION OF NONEXCLUSIVE EASEMENTS**

Submission Version of CSM

(See attached)

VI

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
December 4, 2017.

Your Committee to whom was referred the below-listed claims, hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. C. No. 419-16-17 by Finance to whom was referred R. C. No. 348-15-16 and R. O. No. 207-15-16 by City Clerk submitting a Notice of Injury or Circumstances for Braeden J. Scheele, minor son of Brian J. Scheele and Faith C. Danbrova;
2. R. O. No. 210-17-18 by City Clerk submitting a claim from Sheboygan Society Scale Model Railroad Engineers, owner of the real estate located at 1001 North 10th Street, for recovery of taxes since 2009;
3. R. O. No. 211-17-18 by City Clerk submitting a claim from Acuity Insurance for alleged damages when their insured clients' (Kenneth and Rachel Lilge) vehicle struck a road construction sign that had blown over in the middle of Gateway Drive;
4. R. O. No. 224-17-18 by City Clerk submitting a claim from Michael Kraig Beeck for alleged damages to his vehicle when he hit a water valve that was not sealed properly on a construction site on Superior Avenue between 18th Street and 20th Street.

Recommends all documents be filed.

Enact.

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VI

5.10

R. C. No. 419- 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R. C. No. 348-15-16 and R. O. No. 207-15-16 by City Clerk submitting a Notice of Injury or Circumstances for Braeden J. Scheele, minor son of Brian J. Scheele and Faith C. Danbrova; recommends referring to Finance of the new council.

*Finance of
the council
file*

[Signature]

[Signature]

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

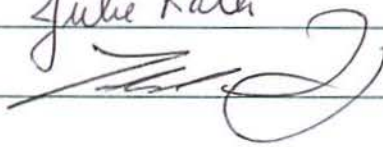
VI

7.17

R. C. No. 348 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. O. No. 207-15-16 by the City Clerk submitting a Notice of Injury or Circumstances for Braeden J. Scheele, minor son of Brian J. Scheele and Faith C. Danbrova; recommends that the documents be referred to the new Common Council (2016-2017).

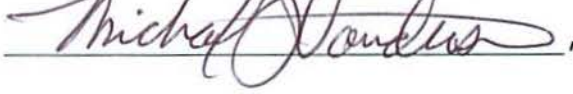
*refer to
new Council
(2016-2017)*

Julie Kath


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

9.3

R. O. No. 207 - 15 - 16. By CITY CLERK. November 16, 2015.

Submitting a Notice of Injury or Circumstances for Braeden J. Scheele, minor son of Brian J. Scheele and Faith C. Danbrova.

City Clerk

Finance

8.0

III

117

Rec'd 11-13-15
Claim # 16-15

NOTICE OF INJURY OR CIRCUMSTANCES
Pursuant to Wisconsin Statute Section 893.80(1d)(a)

This Notice must be served upon the local governmental body and upon the body's officers, officials, agents or employees within 120 days after the happening of the event giving rise to the claim. Service is to be accomplished as set forth in Wisconsin Statute Section 801.11.

Claimant Name(s) BRAEDEN J. SCHEELE, MINOR SON OF BRIAN J. SCHEELE AND FAITH C. DANBROVA

Claimant Address: 105 1ST ST, UNIT #4
SHEBOYGAN FALLS, WISCONSIN 53085

Claimant Phone Number: FAITH 920-207-1737 BRIAN 920-254-2350

Date and Time of Event Giving Rise to the Claim: JULY 16 @ 5:15 P.M.

Location of Event Giving Rise to the Claim: THE HOME AT ABOVE ADDRESS.

Statement of the Circumstances of the Event Giving Rise to the Claim, including the names of all persons involved, the identification of all witnesses, if any, and the names and job titles of the local governmental body's employees or agents involved (use additional sheets if necessary):

AFTER DEEP CONTEMPLATION AND THE LEGAL OPINION OF AN ATTORNEY, WE AS A FAMILY, BELIEVE THAT IN THE COURSE OF A SEARCH WARRANT, OUR FOURTH, FIFTH AND SIXTH AMENDMENT RIGHTS WERE VIOLATED, AND THAT THERE WAS AN UTTER DISREGARD TO THE SAFETY OF OUR MINOR SON BY ENDANGERING HIM, LEAVING HIM DETAINED IN THE POTENTIAL LINE OF FIRE OUTSIDE OF OUR HOME, BY FORCING HIM TO WITNESS THE SEARCH OF OUR GARAGE. WE ALSO BELIEVE THAT AN INVESTIGATIONAL DETENTION OF FAITH (HANDCUFFED) AND SON BRAEDEN EXCEEDED WHAT THE SUPREME COURT DEEMS ALLOWABLE, THUS, BY ALL LEGAL STANDARDS, THE INVESTIGATIONAL DETENTION TURNED INTO AN ACTUAL ARREST, IN WHICH NEITHER FAITH OR MINOR SON BRAEDEN WERE MIRANDIZED, (FALSE ARREST) FOR THE PURPOSES OF STAYING WITHIN THE 120 DAY LIMITATION OF WISCONSIN STATUTE 893.80 (1d)(a) WE ARE SIMPLY PUTTING BOTH THE SHEBOYGAN POLICE DEPARTMENT AND THE SHEBOYGAN COUNTY SHERIFFS DEPARTMENT ON NOTICE, AND WILL PROVIDE THE NAMES OF THE PERSONS IN CHARGE, INVOLVED WHEN WE OBTAIN REPORTS FROM BRIAN'S DEFENSE ATTORNEY, KIRK OBEAR. FURTHER, WE ARE PLANNING ON RETAINING THE LAW OFFICE OF JEFF SCOTT OLSON IN THIS MATTER. THANK YOU.

Signature(s) of claimant or claimant's agent:
[Signature] ON BEHALF OF MYSELF AND MINOR SON, BRAEDEN Date: NOV. 1, 2015
[Signature] Date: 11-1-15
Date: _____

NOTICE OF CLAIM AND CLAIM FOR DAMAGES
Pursuant to Wisconsin Statute Section 893.80(1d)(b)

This Notice must be served upon the appropriate clerk or the person who performs the duties of a clerk or secretary for the local governmental body. Either attach the previously served Notice of Injury or Circumstances to this Notice or provide the additional information which would have been provided in the Notice of Injury or Circumstances form.

Claimant Name(s): BRAEDEN J. SCHEELE (MINOR SON) OF BRIAN J. SCHEELE AND FAITH C. DANBROVA

Claimant Address: 105 1ST ST, UNIT #4
SHEBOYGAN FALLS, WISCONSIN 53085

Claimant Phone Number: FAITH 920-207-1737 BRIAN 920-254-2350

Provide an Itemized Statement of the Claim or Relief Sought, including proof of the amount of the claim by means of receipts or itemized estimates, and a specific dollar amount for settlement or alternative relief sought (use additional sheets if necessary):

*PURSUANT TO WISCONSIN STATUTE SECTION 893.80(1d)(b),
WE WILL PROVIDE DETAILS OF DAMAGE CLAIM UPON ADVISEMENT
OF AN ATTORNEY.*

Signature(s) of claimant or claimant's agent:
Paul C. [Signature] *ON BEHALF OF MYSELF*
Brian Scheele *AND MINOR SON, BRAEDEN*

Date: NOV 1, 2015

Date: 11-1-15

Date: _____

II

5.5

R. O. No. 210 - 17 - 18. By CITY CLERK. November 6, 2017.

Submitting a claim from Sheboygan Society Scale Model Railroad Engineers, owner of the real estate located at 1001 North 10th Street, for recovery of taxes since 2009.

*Finance +
Personnel
file*

City Clerk

OCT 20 '17 PH 4:20

Claim # 18-17

CLAIM FOR RECOVERY OF UNLAWFUL TAXES PURSUANT TO WIS. STAT. §74.35

WHEREAS this claim is in writing;

WHEREAS this claim states the circumstances giving rise to the claim including the basis for the claim as specified in Wis. Stat. §74.33(1)(a)(2)(e);

WHEREAS this claim states as accurately possible the amount of the claim;

WHEREAS this claim is signed by the agent of the owner of the real estate;

WHEREAS this claim is being served on a clerk of a taxation district in a manner described in Wis. Stat. §801.11(4).

WHEREFORE this claim is made on behalf of the Sheboygan Society Scale Model Railroad Engineers, owner of the real estate located at 1001 N. 10th Street, Sheboygan, Wisconsin 53081, Tax Parcel No. 59281104660, Legal Description Volume 1469, Page 519, Original Plat South 90 feet of Lot 7, Block 94, all within the City of Sheboygan County of Sheboygan State of Wisconsin.

WHEREFORE the owner of said property did receive a letter from the City Assessor on October 10, 1997, granting the property tax exemption. See Exhibit 'A' attached hereto;

WHEREFORE the City of Sheboygan City Assessor, by letter of February 18, 2009, notified the owner of the said real estate that their exemption would be denied. See Exhibit 'B' attached hereto;

WHEREFORE Wis. Stat. §70.11 states in part; "the property described in this section is exempted from general property taxes if the property is exempted under sub.(1),(2),(18),(21),(27), or (30); if it was exempt from the previous year and its' use, occupancy, or ownership did not change in any way that makes it taxable;"

WHEREFORE the property has not changed in ownership, occupancy, or use since it was found to be exempt in 1997;

WHEREFORE Wis. Stat. §70.11 prohibits the redetermination of exempt status without first showing a change in use, occupancy, or ownership of the property;

WHEREFORE the owner of said property claim that the taxes imposed since 2009 constitute an unlawful tax. A schedule of the taxes paid since 2009 is attached hereto as Exhibit 'C'; and

Served
Susan Richards City Clerk
City of Sheboygan
by serving Malissa Cheneau
Date 10-20-17
8:58 PM
Mayer

Counselor Licensing Clerk.

WHEREFORE the owner of said property demands recovery of the unlawful tax and further demands that the property be determined to be exempt in all future years unless and until the ownership, occupancy, or use of the property changes from that ownership, occupancy, or use that existed in 1997.

Dated this 18 day of October, 2017.

Sheboygan Society Scale Model Railroad Engineers

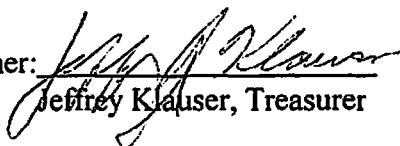
Owner: 
Jeffrey Klauser, Treasurer

EXHIBIT 'A'



October 10, 1997

Sheboygan Society of Scale Model
Railroad Engineers, Ltd.
1001 North 10th Street
Sheboygan, WI 53081-3908

Dear Sirs:

Our office is in receipt of your request for tax exemption of the property owned by Sheboygan Society of Scale Model Railroad Engineers, Ltd. located at 1001 North 10th Street, Sheboygan, WI. Upon review of the property tax exemption request, the property will become exempt as of January 1, 1998.

Sincerely,

Marty Vander Vliet
City Assessor

MVV/ljs

OFFICE OF THE
ASSESSOR

CITY HALL
28 CENTER AVE.
SHEBOYGAN, WI
53081

TELEPHONE 414/459-3388
FAX 414/459-3967

EXHIBIT 'B'



February 18, 2009

Sheboygan Society of Scale Model Railroad Engineerings Ltd.
1001 N. 10th St.
Sheboygan, WI 53081

Re: Parcel No. 104660 (1001 North 10th Street)

Dear Property Owner:

During the course of 2008, the City of Sheboygan - Assessor's Office conducted a city-wide review of all real property exempt from taxation.

Shown below are specific considerations of our review.

- There is no Wisconsin Statute or statutory language that allows for an exemption from property tax based on determinations made by the IRS.
- Under Wisconsin Statutes section 70.11(4), fraternal societies must operate under the lodge system.
- Under Wisconsin Statutes section 70, there is no statutory language that provides a property tax exemption for organizations whose purpose is the historical, technical, and educational aspects of model railroading.

Shown below are general considerations of our review.

- Per the *Wisconsin Property Assessment Manual*, to qualify for exemption as an educational institution the organization must be an educational association engaged in "traditional" educational activities. Furthermore, it must be a type of education which benefits the general public directly and would ordinarily be provided by the government or would in some way lessen the burden of government.
- Property tax exemptions are based on a "theory of mutual consideration."ⁱ The taxpaying community relieves an organization of its property tax burden when that organization provides a public benefit.ⁱⁱ In other words, an organization receives an exemption when it serves a public purpose, and saves the city or state money.ⁱⁱⁱ Additionally, an organization can receive special tax treatment only if it takes affirmative steps to distinguish itself from for-profit entities by providing some service to the community as a whole.^{iv}
- Under Wisconsin Statute 70.109 exemptions shall be strictly construed in every instance with a presumption that the property in question is taxable, and the burden of proof is on the person who claims the exemption.

OFFICE OF THE
ASSESSOR

CITY HALL
128 CENTER AVE.
SHEBOYGAN, WI
53081

20/459-3388
AX 920/459-0298



Based on the above considerations it has been determined that the property located at 1001 N. 10th Street in the City of Sheboygan will no longer qualify for tax exemption effective January 1, 2009. The Assessor's Office will be placing an assessment on this property and a notification of the assessment will be mailed in April 2009.

If you have new information that would support your claim for exemption, please give me a call or provide the information to our office.

Going forward...each assessment year is independent. If you file an exemption request for the assessment year 2010, you need only submit a *Property Tax Exemption Request* form with updates to the information already on file. Keep in mind Wisconsin Statutes require completion of the application form in its entirety to be eligible for exemption from the Wisconsin property tax. The completed form with attachments must be filed with the Assessor's Office by March 1st to be eligible for exemption of the current assessment year. For further information please refer to Stat, Sec. 70.11, and the *Wisconsin Property Assessment Manual* for additional information regarding property tax exemption.

I appreciate your time and attention in this matter.

Respectfully,

David Lutzke
City Assessor

Cc: Juan Perez, City Mayor
Stephen McLean, City Attorney
City Council

OFFICE OF THE
ASSESSOR
CITY HALL
128 CENTER AVE.
SHEBOYGAN, WI
53081
20/459-3388
FAX 920/459-0298

ⁱ Univ. of Wis. Med. Found., Inc. v. City of Madison, 2003 WI App 204, ¶ 11, 267 Wis. 2d 504, 671 N.W.2d 292

ⁱⁱ Univ. of Wis. Med. Found., 203 WI App 204, ¶ 11.

ⁱⁱⁱ Int'l Found. Of Employee Benefit Plans, Inc. v. City of Brookfield, 95 Wis. 2d 444, 455, 290 N.W.2d 720, 725 (Ct. App. 1980), aff'd, 100 Wis. 2d 66, 301 N.W.2d 175 (1981).

^{iv} Deutsches Land, 225 Wis. 2d at 80-85, 591 N.W.2d at 589

EXHIBIT 'C'

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2009

4071

PARCEL NUMBER: 59281104660
Correspondence should refer to Parcel Number.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Asemt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	A star in this box means unpaid prior year taxes.	
18,200	35,000	51,200	94.922	17,100	36,900	54,000		
TAXING JURISDICTION		2008 Est. State Aids Allocated Tax Dist	2009 Est. State Aids Allocated Tax Dist	2008 Net Tax	2009 Net Tax	% Tax Change	NET PROPERTY TAX 1,185.66	
STATE		1,912,173			9.15			
COUNTY		14,171,854		260.42				
C-SHEBOYGAN		54,749,278		428.01				
SCHL - 5271		893,449		463.40				
TCDB 11				80.41				
REC				19.40				
TOTAL		71,726,754		1,260.79			TOTAL DUE FOR FULL PAYMENT PAY BY JANUARY 31, 2010	
		First Dollar Credit		75.13	100.0		\$1,185.66	
		Lottery & Gaming Credit						
		Net Property Tax		1,185.66	100.0			
School taxes reduced by school levy tax credit		88.73	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Ratio (Does NOT reflect Credits)		Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse.	
					24.6249133		1st Installment by JANUARY 31 2010 592.83	
							2nd Installment by JULY 31 2010 592.83	

1001 N. 10TH ST.
V 1489 P519
ORIGINAL PLAT S 80' OF LOT 7 BLK 94

SHEB SOCIETY OF SCALE
MODEL RR ENGINEERS LTD
1001 N 10TH ST
SHEBOYGAN WI 53081-3908

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
RETAIN THIS PORTION AS YOUR COPY

Sheboygan County Treasurer - Phone 920-459-3015
Drop Box Location: 508 New York Avenue
Administration Building

Office Hours - Monday thru Friday 8:00 A.M. - 5:00 P.M.
Holiday Hours: Closed - December 24, 2009
December 25, 2009
December 31, 2009
January 1, 2010

IF YOU ARE REQUESTING A RECEIPT, PLEASE ENCLOSE A STAMPED, SELF-ADDRESSED ENVELOPE.

Pay online by e-check or credit card by going to <https://mylocalgov.com/wcta/index.asp>, or call 1-800-272-9829, using jurisdiction code 5881, to pay by credit card over the telephone. A convenience fee of \$2.75 for e-checks and 2.75% of credit card amount will be charged.

NO CASH REFUNDS OVER \$20.00

All refunds \$20.00 and over will be issued by check and sent by return mail within 15 business days.
Refunds under \$20.00 can be received in the County Treasurer's office during business hours.



RP39156

City of Sheboygan

Parcel Number: 59281104660

Name: SHEB SOCIETY OF SCALE
MODEL RR ENGINEERS LTD
1001 N 10TH ST
SHEBOYGAN WI 53081-3908

Parcel Address: 1001 N. 10TH ST.

Pay 1st Installment - \$592.83

Or

Pay Full Payment - \$1,185.66

By January 31, 2010

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

TEAR OFF THIS STUB AND INCLUDE WITH YOUR FIRST PAYMENT.

Make check payable and mail to:
Sheboygan County Treasurer
Room 109
508 New York Ave
Sheboygan WI 53081-4126

**STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2010**

11132

PARCEL NUMBER: 59281104660
Correspondence should refer to Parcel Number.

**CITY OF SHEBOYGAN
SHEBOYGAN COUNTY**

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. For Mkt. Land	Est. For Mkt. Improve	Tot Est. For Mkt.	
16,200	35,000	51,200	100.089	16,200	35,000	51,200	A star in this box means unpaid prior year taxes.
TAXING JURISDICTION		2009	2010	2009	2010	% Tax Change	NET PROPERTY TAX
		Est. State Aids Allocated Tax Dist	Est. State Aids Allocated Tax Dist	Net Tax	Net Tax		1,198.72
STATE				9.15	8.68	-5.1	
COUNTY				260.42	260.74	.1	
C-SHEBOYGAN				428.01	430.69	.6	
SCHL - 5271				463.40	497.67	7.4	
TCDB 11				80.41	79.68	-.9	
REC				19.40			
TOTAL		71,726,754	69,610,430	1,260.79	1,277.46	1.3	TOTAL DUE FOR FULL PAYMENT PAY BY JANUARY 31, 2011 \$1,198.72
			Fees Defor Credit 75.13	75.13	78.74	4.8	
			Lottery & Gaming Credit Net Property Tax 1,185.66	1,185.66	1,198.72	1.1	
School taxes reduced by school levy tax credit		87.06	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect Credits) 24.9501717		Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse.
1001 N. 10TH ST. V 1489 P519 ORIGINAL PLAT S 90' OF LOT 7 BLK 94		SHEB SOCIETY OF SCALE MODEL RR ENGINEERS LTD PO BOX 424 SHEBOYGAN WI 53082-0424		1st Installment by JANUARY 31 2011 599.36		2nd Installment by JULY 31 2011 599.36	

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION
RETAIN THIS PORTION AS YOUR COPY**

Sheboygan County Treasurer - Phone 920-458-3015
Drop Box Location: 508 New York Avenue
Administration Building

Office Hours - Monday thru Friday 8:00 A.M. - 5:00 P.M.
Holiday Hours: Closed - December 24, 27, & 31, 2010
January 3, 2011

IF YOU ARE REQUESTING A RECEIPT, PLEASE ENCLOSE A STAMPED, SELF-ADDRESSED ENVELOPE.

PLEASE LOOK UNDERNEATH THE FLAP OF THIS BILL TO VIEW ANY BANK LOBBY COLLECTION LOCATIONS AND HOURS, IF AVAILABLE FOR YOUR MUNICIPALITY.

Pay online by e-check or credit card by going to <http://www.co.sheboygan.wi.us> and select the "PAY TAXES" button on the left side of the web page. A convenience fee of \$2.75 for e-checks and 2.75% of credit card amount will be charged.

NO CASH REFUNDS OVER \$20.00
All refunds \$20.00 and over will be issued by check and sent by return mail within 15 business days.
Refunds under \$20.00 can be received in the County Treasurer's office during business hours.



RP39156

City of Sheboygan

Parcel Number: 59281104660
Name: SHEB SOCIETY OF SCALE
MODEL RR ENGINEERS LTD
PO BOX 424
SHEBOYGAN WI 53082-0424
Parcel Address: 1001 N. 10TH ST.

Pay 1st Installment - \$599.36
Or
Pay Full Payment - \$1,198.72
By January 31, 2011

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)
TEAR OFF THIS STUB AND INCLUDE WITH YOUR FIRST PAYMENT.

Make check payable and mail to:
Sheboygan County Treasurer
Room 109
508 New York Ave
Sheboygan WI 53081-4126

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2011

11041

PARCEL NUMBER: 59281104660

Correspondence should refer to Parcel Number.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	<input type="checkbox"/>	A star in this box means unpaid prior year taxes.
16,200	35,000	51,200	103.625	15,600	33,800	49,400		
TAXING JURISDICTION		2010 Est. State Aids Allocated Tax Dist	2011 Est. State Aids Allocated Tax Dist	2010 Net Tax	2011 Net Tax	% Tax Change	NET PROPERTY TAX 1,183.09	
STATE		1,864,545	1,565,468	8.68	8.39	-3.3		
COUNTY		14,116,460	13,280,341	260.74	253.87	-2.6		
C-SHEBOYGAN		52,777,760	48,098,573	430.69	430.93	.1		
SCHL - 5271		851,665	627,000	497.67	492.22	-1.1		
TCDB 11				79.68	77.23	-3.1		
TOTAL		69,610,430	63,571,382	1,277.46	1,262.64	-1.2	TOTAL DUE FOR FULL PAYMENT	
			First Order Credit	78.74	79.55	1.0	PAY BY JANUARY 31, 2012	
			Lodging & Gaming Credit				\$1,183.09	
			Net Property Tax	1,198.72	1,183.09	-1.3		
School taxes reduced by school levy tax credit		86.67	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description		Net Assessed Value Rate (Does NOT reflect Credits)		Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse	
					24.6610063		1st Installment by JANUARY 31 2012 591.54	
							2nd Installment by JULY 31 2012 591.55	

1001 N. 10TH ST.
V 1469 P518
ORIGINAL PLAT S 90' OF LOT 7 BLK 94

SHEB SOCIETY OF SCALE
MODEL RR ENGINEERS LTD
PO BOX 424
SHEBOYGAN WI 53082-0424

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
RETAIN THIS PORTION AS YOUR COPY

20P 09410

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT
REAL ESTATE PROPERTY TAX BILL FOR 2011



RP39156

Please make payments to the City of Sheboygan up through January 31st.
Payments after January 31st should be directed to the County Treasurer.

Parcel Number: 59281104660

Name: SHEB SOCIETY OF SCALE
MODEL RR ENGINEERS LTD
PO BOX 424
SHEBOYGAN WI 53082-0424

Parcel Address: 1001 N. 10TH ST.

Pay 1st Installment - \$591.54

Or

Pay Full Payment - \$1,183.09

By January 31, 2012

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Community Bank & Trust lobby locations		Community Bank & Trust Lobby 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Bring tax bill and payment Monday-Thursday 9:00-5:00 Friday 9:00-5:00 Sat 9:00-Noon, 8th Street closed Sat Closed 12/26

Other Drop Off Site: None

Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.

Dates Municipality Closed: NA

Online Payments: No

Telephone: 920-459-3395

Make check payable and mail to:

City of Sheboygan
828 Center Ave Suite 205
Sheboygan WI 53081

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

**STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2012**

10984

PARCEL NUMBER: 59281104660

**CITY OF SHEBOYGAN
SHEBOYGAN COUNTY**

Correspondence should refer to Parcel Number.

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assml. Rate	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	<input type="checkbox"/> A star in this box means unpaid prior year taxes.
16,200	35,000	51,200	108.669	14,900	32,200	47,100	
TAXING JURISDICTION	2011	2012	2011	2012	% Tax Change	NET PROPERTY TAX 1,140.69	
	Est. State Aids Allocated Tax Dist	Est. State Aids Allocated Tax Dist	Net Tax	Net Tax			
STATE	1,565,468	1,552,131	8.39	8.00	-4.6		
COUNTY	13,280,341	13,257,512	253.87	248.19	-2.2		
C-SHEBOYGAN	48,098,573	49,672,741	430.93	424.25	-1.6		
SCHL - 5271	627,000	600,968	492.22	461.20	-6.3		
TCDB 11			77.23	75.69	-2.0		
TOTAL	63,571,382	65,083,352	1,262.64	1,217.33	-3.6	TOTAL DUE FOR FULL PAYMENT	
		First Dollar Credit	79.55	76.64	-3.7	PAY BY JANUARY 31, 2013	
		Library & Gaming Credit				\$1,140.69	
		Net Property Tax	1,183.09	1,140.69	-3.6	Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse	
School taxes reduced by school levy tax credit	86.75	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description		Net Assessed Value State (Does NOT reflect Credits)	23.7758235	1st Installment by JANUARY 31 2013	2nd Installment by JULY 31 2013
						570.35	570.34

1001 N. 10TH ST.
V 1468 P518
ORIGINAL PLAT S 90' OF LOT 7 BLK 94

SHEB SOCIETY OF SCALE
MODEL RR ENGINEERS LTD
PO BOX 424
SHEBOYGAN WI 53082-0424

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
RETAIN THIS PORTION AS YOUR COPY

20P 09410

**TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT
REAL ESTATE PROPERTY TAX BILL FOR 2012**



RP39156

Please make payments to the City of Sheboygan up through January 31st.
Payments after January 31st should be directed to the County Treasurer.

Parcel Number: 59281104660

Name: SHEB SOCIETY OF SCALE
MODEL RR ENGINEERS LTD
PO BOX 424
SHEBOYGAN WI 53082-0424

Parcel Address: 1001 N. 10TH ST.

Pay 1st Installment - \$570.35

Or

Pay Full Payment - \$1,140.69

By January 31, 2013

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person in Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Community Bank & Trust lobby locations		Community Bank & Trust Lobby 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Mon-Thurs 9-5, Fri 9-6 and Sat 9-Noon, 8th St closed Sat. Closed at Noon 12/24, all day 12/25. Closed at 5:00 12/31, all day 1/01, Open 1/21.

Other Drop Off Site: None

Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.

Dates Municipality Closed: NA

Online Payments: No

Telephone: 920-459-3395

Make check payable and mail to:

City of Sheboygan
828 Center Ave Suite 205
Sheboygan WI 53081

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2013

10890

PARCEL NUMBER: 59281104660

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

Correspondence should refer to Parcel Number.

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Avg. Assmt. Rate	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	<input type="checkbox"/> A star in this box means unpaid prior year taxes.
16,200	35,000	51,200	110.679	14,600	31,600	46,200	
TAXING JURISDICTION		2012 Est. State Aids Allocated Tax Dist	2013 Est. State Aids Allocated Tax Dist	2012 Net Tax	2013 Net Tax	% Tax Change	NET PROPERTY TAX
STATE		1,552,131	1,563,723	8.00	7.87	-1.6	1,149.94
COUNTY		13,257,512	13,146,608	248.19	253.11	2.0	
C-SHEBOYGAN		49,672,741	51,005,863	424.25	429.46	1.2	
SCHL - 5271		600,968	569,396	461.20	458.44	-.6	
TCDE 11				75.69	75.97	.4	
TOTAL		65,083,352	66,285,590	1,217.33	1,224.85	.6	TOTAL DUE FOR FULL PAYMENT
			First Dollar Credit	76.64	74.91	-2.3	PAY BY JANUARY 31, 2014
			Lodging & Gaming Credit				\$1,149.94
			Net Property Tax	1,140.69	1,149.94	.8	
School taxes reduced by school levy tax credit	85.46	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect Credits)		Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse.	
				23.9230541		1st Installment by JANUARY 31, 2014 574.97	
						2nd Installment by JULY 31, 2014 574.97	

1001 N 10TH ST.
V 1489 P519
ORIGINAL PLAT S 90' OF LOT 7 BLK 04

SHEB SOCIETY OF SCALE
MODEL RR ENGINEERS LTD
PO BOX 424
SHEBOYGAN WI 53082-0424

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
RETAIN THIS PORTION AS YOUR COPY

ZOP 09410

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT
REAL ESTATE PROPERTY TAX BILL FOR 2013



RP39156

Please make payments to the City of Sheboygan up through January 31st.
Payments after January 31st should be directed to the County Treasurer.

Parcel Number: 59281104660

Name: SHEB SOCIETY OF SCALE
MODEL RR ENGINEERS LTD
PO BOX 424
SHEBOYGAN WI 53082-0424

Parcel Address: 1001 N. 10TH ST.

Pay 1st Installment - \$574.97

Or

Pay Full Payment - \$1,149.94

By January 31, 2014

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Community Bank & Trust lobby locations		Community Bank & Trust Lobby 4210 Highway 42, Sheboygan 855 S Taylor Drive, Sheboygan 804 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby Hours: Mon-Thurs 9-5, Fri 9-8 and Sat 9-Noon, 8th St closed Sat. Closed at Noon 12/24, all day 12/25 & 1/01. Closed at 5:00 12/31 & Open 1/20.

Online Payments: Visit www.sheboyganwi.gov - Click on property tax payment options banner on homepage. Service Fees will apply.

Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.

Dates Municipality Closed: NA

Other Drop Off Site: None

Telephone: 920-459-3395

Make check payable and mail to:

City of Sheboygan
828 Center Ave, Suite 205
Sheboygan WI 53081

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2014

4592

PARCEL NUMBER: 59281104660
Correspondence should refer to Parcel Number.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.																																																																							
16,200	32,200	48,400	96.905	16,700	33,200	49,900	<input type="checkbox"/> A star in this box means unpaid prior year taxes.																																																																						
<table border="1"> <thead> <tr> <th>TAXING JURISDICTION</th> <th>2013 Est. State Aids Allocated Tax Dist</th> <th>2014 Est. State Aids Allocated Tax Dist</th> <th>2013 Net Tax</th> <th>2014 Net Tax</th> <th>% Tax Change</th> <th>NET PROPERTY TAX</th> </tr> </thead> <tbody> <tr> <td>STATE</td> <td></td> <td></td> <td>7.87</td> <td>8.48</td> <td>7.8</td> <td>1,226.71</td> </tr> <tr> <td>COUNTY</td> <td>1,563,723</td> <td>1,607,575</td> <td>253.11</td> <td>274.14</td> <td>8.3</td> <td></td> </tr> <tr> <td>C-SHEBOYGAN</td> <td>13,146,608</td> <td>13,295,672</td> <td>429.46</td> <td>461.61</td> <td>7.5</td> <td></td> </tr> <tr> <td>SCHL - 5271</td> <td>51,005,863</td> <td>51,856,061</td> <td>458.44</td> <td>522.70</td> <td>14.0</td> <td></td> </tr> <tr> <td>TCDB 11</td> <td>569,396</td> <td>719,585</td> <td>75.97</td> <td>38.93</td> <td>-48.8</td> <td></td> </tr> <tr> <td>TOTAL</td> <td>66,285,590</td> <td>67,478,893</td> <td>1,224.85</td> <td>1,305.86</td> <td>6.6</td> <td></td> </tr> <tr> <td></td> <td></td> <td>First Dollar Credit</td> <td>74.91</td> <td>79.15</td> <td>5.7</td> <td>TOTAL DUE FOR FULL PAYMENT</td> </tr> <tr> <td></td> <td></td> <td>Library & Operating Costs</td> <td></td> <td></td> <td></td> <td>PAY BY JANUARY 31, 2015</td> </tr> <tr> <td></td> <td></td> <td>Net Property Tax</td> <td>1,149.94</td> <td>1,226.71</td> <td>6.7</td> <td>\$1,226.71</td> </tr> </tbody> </table>							TAXING JURISDICTION	2013 Est. State Aids Allocated Tax Dist	2014 Est. State Aids Allocated Tax Dist	2013 Net Tax	2014 Net Tax	% Tax Change	NET PROPERTY TAX	STATE			7.87	8.48	7.8	1,226.71	COUNTY	1,563,723	1,607,575	253.11	274.14	8.3		C-SHEBOYGAN	13,146,608	13,295,672	429.46	461.61	7.5		SCHL - 5271	51,005,863	51,856,061	458.44	522.70	14.0		TCDB 11	569,396	719,585	75.97	38.93	-48.8		TOTAL	66,285,590	67,478,893	1,224.85	1,305.86	6.6				First Dollar Credit	74.91	79.15	5.7	TOTAL DUE FOR FULL PAYMENT			Library & Operating Costs				PAY BY JANUARY 31, 2015			Net Property Tax	1,149.94	1,226.71	6.7	\$1,226.71	
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School taxes reduced by school levy tax credit: 89.50		IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect Credits)		Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse.																																																																							
1001 N 10TH ST V 1469 P519 ORIGINAL PLAT S 907 OF LOT 7 BLK 04		SHEB SOCIETY OF SCALE MODEL RR ENGINEERS LTD 1001 N 10TH ST SHEBOYGAN WI 53081-3908		26.9804214		1st Installment by JANUARY 31, 2015: 613.35 2nd Installment by JULY 31, 2015: 613.36																																																																							

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
RETAIN THIS PORTION AS YOUR COPY

TEAR HERE

TEAR HERE

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT
REAL ESTATE PROPERTY TAX BILL FOR 2014



RP39156

Please make payments to the City of Sheboygan up through January 31st.
Payments after January 31st should be directed to the County Treasurer.

Parcel Number: 59281104660

Pay 1st Installment - \$613.35

Or

Name: SHEB SOCIETY OF SCALE MODEL RR ENGINEERS LTD
1001 N 10TH ST
SHEBOYGAN WI 53081-3908

Pay Full Payment - \$1,226.71
By January 31, 2015

Parcel Address: 1001 N 10TH ST

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person in Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Community Bank & Trust lobby locations		Community Bank & Trust Lobby 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Mon-Thurs 9-5, Fri 9-6 and Sat 9-Noon, 8th St closed Sat. Closed at Noon 12/24, all day 12/25 & 1/01, Closed at 5:00 12/31 & Open 1/19.

Online Payments: Visit www.sheboyganwi.gov - Click on property tax payment options banner on homepage. Service Fees will apply.

Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.

Dates Municipality Closed: NA

Other Drop Off Site: None

Telephone: 920-459-0292 Tax payment information online at www.sheboyganwi.gov.
Click on property tax payment options.

Make check payable and mail to:

City of Sheboygan
828 Center Ave, Suite 205
Sheboygan WI 53081

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

City of Sheboygan
828 Center Ave, Suite 205
Sheboygan WI 53081

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID ONE OUNCE
SHEBOYGAN, WI
PERMIT NO. 116

FIRST CLASS MAIL

ADDRESS SERVICE REQUESTED



SHEB SOCIETY OF SCALE MODEL RR ENGINEERS LTD
1001 N 10TH ST
SHEBOYGAN WI 53081-3908

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2015

4417

PARCEL NUMBER: 59281104660

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

Correspondence should refer to Parcel Number.

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assm. Rate	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	
16,200	32,200	48,400	99.564	16,300	32,300	48,600	<input type="checkbox"/> A star in the box means unpaid prior year taxes.
TAXING JURISDICTION		2014 Est. State Aids Allocated Tax Dist	2015 Est. State Aids Allocated Tax Dist	2014 Net Tax	2015 Net Tax	% Tax Change	NET PROPERTY TAX
STATE				8.48	8.25	-2.7	1,179.63
COUNTY				274.14	273.31	-.3	
C-SHEBOYGAN				461.61	459.60	-.4	
SCHL - 5271				522.70	476.75	-8.8	
TCDB 11				38.93	38.94	.0	
TOTAL		67,478,893	71,052,860	1,305.86	1,256.85	-3.8	TOTAL DUE FOR FULL PAYMENT PAY BY JANUARY 31, 2016 \$1,179.63
				79.15	77.22	-2.4	
				1,226.71	1,179.63	-3.8	
School taxes reduced by school levy tax credit		101.47	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect Credits)		Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse.
					25.9678587		
1001 N 10TH ST V 1469 P519 ORIGINAL PLAT S 90' OF LOT 7 BLK 64		SHEB SOCIETY OF SCALE MODEL RR ENGINEERS LTD 1001 N 10TH ST SHEBOYGAN WI 53081-3903		1st Installment by JANUARY 31, 2016 589.82		2nd Installment by JULY 31, 2016 589.81	

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
RETAIN THIS PORTION AS YOUR COPY

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT
REAL ESTATE PROPERTY TAX BILL FOR 2015



RP39156

Please make payments to the City of Sheboygan up through January 31st.
Payments after January 31st should be directed to the County Treasurer.

Parcel Number: 59281104660

Pay 1st Installment - \$589.82

Or

Pay Full Payment - \$1,179.63

By January 31, 2016

Name: SHEB SOCIETY OF SCALE MODEL RR ENGINEERS LTD
1001 N 10TH ST
SHEBOYGAN WI 53081-3903

Parcel Address: 1001 N 10TH ST

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person in Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Wisconsin Bank & Trust lobby locations.		Wisconsin Bank & Trust Lobby 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Bring tax bill and payment. Mon-Fri 9:00 AM - 5:00 PM 11/26, 12/25, 1/01, & 1/16.

Online Payments: Visit www.sheboyganwi.gov - Click on property tax payment options banner on homepage. Service Fees will apply.

Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.

Dates Municipality Closed: NA

Other Drop Off Site: None

Telephone: 920-459-0292 Tax payment information online at www.sheboyganwi.gov.
Click on property tax payment options.

Make check payable and mail to:

City of Sheboygan
828 Center Ave, Suite 205
Sheboygan WI 53081

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

**STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2016**

4472

PARCEL NUMBER: 59281104660
Correspondence should refer to Parcel Number.

**CITY OF SHEBOYGAN
SHEBOYGAN COUNTY**

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	<input type="checkbox"/> A star in this box means unpaid prior year taxes.																																																															
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TAXING JURISDICTION	2015 Est. State Aids Allocated Tax Dist	2016 Est. State Aids Allocated Tax Dist	2015 Net Tax	2016 Net Tax	% Tax Change	NET PROPERTY TAX																																																																
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1001 N 10TH ST V 1488 P518 ORIGINAL PLAT S 90' OF LOT 7 BLK 84 SHEB SOCIETY OF SCALE MODEL RR ENGINEERS LTD 1001 N 10TH ST SHEBOYGAN WI 53081-3808							SEE REVERSE SIDE FOR IMPORTANT INFORMATION RETAIN THIS PORTION AS YOUR COPY																																																															

20P 08410

To see if a referendum passed after 12/31/14, and how it impacts your property tax bill, go to www.sheboygancounty.com, click on Departments, Treasurer and Real Property Listing, and Referendum.

**TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT
REAL ESTATE PROPERTY TAX BILL FOR 2016**



RP39156

Please make payments to the City of Sheboygan up through January 31st.
Payments after January 31st should be directed to the County Treasurer.

Parcel Number: 59281104660

Name: SHEB SOCIETY OF SCALE MODEL RR ENGINEERS LTD
1001 N 10TH ST
SHEBOYGAN WI 53081-3808

Parcel Address: 1001 N 10TH ST

Pay 1st Installment - \$567.89

Or

Pay Full Payment - \$1,135.78

By January 31, 2017

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Wisconsin Bank & Trust lobby locations.		Wisconsin Bank & Trust Lobby 4210 Highway 42 North, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Bring tax bill and payment. Mon-Fri 9:00 AM - 5:00 PM Closed all day 11/24, 12/26, 1/02, & 1/10.

Online Payments: Visit www.sheboyganwi.gov - Click on property tax payment options banner on homepage. Service Fees will apply.

Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.

Dates Municipality Closed: NA

Other Drop Off Site: None

Telephone: 920-459-0292

Tax payment information online at www.sheboyganwi.gov.
Click on property tax payment options.

Make check payable and mail to:

City of Sheboygan
828 Center Ave, Suite 205
Sheboygan WI 53081

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

valuation represented by the taxes described under sub. (1). The department's determination under this subsection is subject to review only under s. 227.53.

- (3) **NOTICE AND DISTRIBUTION.** If the department of revenue determines under sub. (2) that the taxation district's equalized valuation changed as a result of considering the valuation represented by the taxes described under sub. (1), the department shall notify the taxation district and the taxation district shall distribute the resulting collections under ss. 74.23 (1) (a) 5., 74.25 (1) (a) 4m., and 74.30 (1) (dm).

History: 2009 a. 171.

SUBCHAPTER V

ADJUSTMENT

74.33 Sharing and charging back of taxes due to palpable errors.

- (1) **GROUND.** After the tax roll has been delivered to the treasurer of the taxation district under s. 74.03, the governing body of the taxation district may refund or rescind in whole or in part any general property tax shown in the tax roll, including agreed-upon interest, if:
- (a) A clerical error has been made in the description of the property or in the computation of the tax.
 - (b) The assessment included real property improvements which did not exist on the date under s. 70.10 for making the assessment.
 - (c) The property is exempt by law from taxation, except as provided under sub. (2).
 - (d) The property is not located in the taxation district for which the tax roll was prepared.
 - (e) A double assessment has been made.
 - (f) An arithmetic, transpositional or similar error has occurred.
- (2) **EXCEPTIONS.** The governing body of a taxation district may not refund or rescind any tax under this section if the alleged error may be appealed under s. 70.995 (8) (c) or if the alleged error is solely that the assessor placed a valuation on the property that is excessive.
- (3) **CHARGING BACK AND SHARING TAXES.** If an error under sub. (1) has been discovered, the governing body of the taxation district shall proceed under s. 74.41.

History: 1987 a. 378; 1991 a. 39; 1993 a. 307; 1995 a. 408.

A potential error in classifying a mobile home as real, not personal, property was not a clerical error under sub. (1) (a), nor could it be considered to be the inclusion of a real property improvement that did not exist under sub. (1) (b), as the property did exist. *Ahrens v. Town of Fulton*, 2000 WI App 268, 240 Wis. 2d 124, 621 N.W.2d 643, 99-2466.

Affirmed on other grounds. 2002 WI 29, 251 Wis.2d 135, 641 N.W.2d 423, 99-2466.

74.35 Recovery of unlawful taxes.

- (1) **DEFINITIONS.** In this section "unlawful tax" means a general property tax with respect to which one or more errors specified in s. 74.33 (1) (a) to (f) were made. "Unlawful tax" does not include a tax in respect to which the alleged defect is solely that the assessor placed a valuation on the property that is excessive.
- (2) **CLAIM AGAINST TAXATION DISTRICT.**
- (a) A person aggrieved by the levy and collection of an unlawful tax assessed against his or her property may file a claim to recover the unlawful tax against the taxation district which collected the tax.
 - (b) A claim filed under this section shall meet all of the following conditions:
 1. Be in writing.

2. State the alleged circumstances giving rise to the claim, including the basis for the claim as specified in s. 74.33 (1) (a) to (e).
 3. State as accurately as possible the amount of the claim.
 4. Be signed by the claimant or his or her agent.
 5. Be served on the clerk of the taxation district in the manner prescribed in s. 801.11 (4).
- (2m) **EXCLUSIVE PROCEDURE.** A claim that property is exempt, other than a claim that property is exempt under s. 70.11 (21) or (27), may be made only in an action under this section. Such a claim may not be made by means of an action under s. 74.33 or an action for a declaratory judgment under s. 806.04.
- (3) **ACTION ON CLAIM.**
- (a) In this subsection, to “disallow” a claim means either to deny the claim in whole or in part or to fail to take final action on the claim within 90 days after the claim is filed.
 - (b) The taxation district shall notify the claimant by certified or registered mail whether the claim is allowed or disallowed within 90 days after the claim is filed.
 - (c) If the governing body of the taxation district determines that an unlawful tax has been paid and that the claim for recovery of the unlawful tax has complied with all legal requirements, the governing body shall allow the claim. The taxation district treasurer shall pay the claim not later than 90 days after the claim is allowed.
 - (d) If the taxation district disallows the claim, the claimant may commence an action in circuit court to recover the amount of the claim not allowed. The action shall be commenced within 90 days after the claimant receives notice by certified or registered mail that the claim is disallowed.
- (4) **INTEREST.** The amount of a claim filed under sub. (2) or an action commenced under sub. (3) may include interest computed from the date of filing the claim against the taxation district, at the rate of 0.8 percent per month.
- (5) **LIMITATIONS ON BRINGING CLAIMS.**
- (a) Except as provided under par. (b), a claim under this section shall be filed by January 31 of the year in which the tax is payable.
 - (b) A claim under this section for recovery of taxes paid to the wrong taxation district shall be filed within 2 years after the last date specified for timely payment of the tax under s. 74.11, 74.12 or 74.87.
 - (c) No claim may be filed or maintained under this section unless the tax for which the claim is filed, or any authorized installment payment of the tax, is timely paid under s. 74.11, 74.12 or 74.87.
 - (d) No claim may be made under this section based on the contention that the tax was unlawful because the property is exempt from taxation under s. 70.11 (21) or (27).
- (6) **COMPENSATION FOR TAXATION DISTRICT.** If taxes are refunded under sub. (3), the governing body of the taxation district may proceed under s. 74.41.

History: 1987 a. 378; 1989 a. 104; 1991 a. 39; 1997 a. 237; 2007 a. 19.

This section only authorizes courts to determine whether a taxpayer is exempt from taxes already paid, not taxes that might be assessed in the future. Tax exempt status, once granted, is not automatic. It is subject to continuing review, a notion inconsistent with a declaration that property is exempt from future property taxes. *Northwest Wisconsin Community Services Agency, Inc. v. City of Montreal*, 2010 WI App 119, 328 Wis. 2d 760, 789 N.W.2d 392, 09-2568.

74.37 Claim on excessive assessment.

- (1) **DEFINITION.** In this section, a “claim for an excessive assessment” or an “action for an excessive assessment” means a claim or action, respectively, by an aggrieved

person to recover that amount of general property tax imposed because the assessment of property was excessive.

(2) CLAIM.

- (a) A claim for an excessive assessment may be filed against the taxation district, or the county that has a county assessor system, which collected the tax.
- (b) A claim filed under this section shall meet all of the following conditions:
 - 1. Be in writing.
 - 2. State the alleged circumstances giving rise to the claim.
 - 3. State as accurately as possible the amount of the claim.
 - 4. Be signed by the claimant or his or her agent.
 - 5. Be served on the clerk of the taxation district, or the clerk of the county that has a county assessor system, in the manner prescribed in s. 801.11 (4) by January 31 of the year in which the tax based upon the contested assessment is payable.

(3) ACTION ON CLAIM.

- (a) In this subsection, to "disallow" a claim means either to deny the claim in whole or in part or to fail to take final action on the claim within 90 days after the claim is filed.
- (b) The taxation district or county that has a county assessor system shall notify the claimant by certified or registered mail whether the claim is allowed or disallowed within 90 days after the claim is filed.
- (c) If the governing body of the taxation district or county that has a county assessor system determines that a tax has been paid which was based on an excessive assessment, and that the claim for an excessive assessment has complied with all legal requirements, the governing body shall allow the claim. The taxation district or county treasurer shall pay the claim not later than 90 days after the claim is allowed.
- (d) If the taxation district or county disallows the claim, the claimant may commence an action in circuit court to recover the amount of the claim not allowed. The action shall be commenced within 90 days after the claimant receives notice by registered or certified mail that the claim is disallowed.

(4) CONDITIONS.

- (a) No claim or action for an excessive assessment may be brought under this section unless the procedures for objecting to assessments under s. 70.47, except under s. 70.47 (13), have been complied with. This paragraph does not apply if notice under s. 70.365 was not given.
- (b) No claim or action for an excessive assessment may be brought or maintained under this section unless the tax for which the claim is filed, or any authorized installment of the tax, is timely paid under s. 74.11 or 74.12.
- (c) No claim or action for an excessive assessment may be brought or maintained under this section if the assessment of the property for the same year is contested under s. 70.47 (7) (c), (13), or (16) (c) or 70.85. No assessment may be contested under s. 70.47 (7) (c), (13), or (16) (c) or 70.85 if a claim is brought and maintained under this section based on the same assessment.

NOTE: The supreme court in *Metropolitan Associates v. City of Milwaukee*, 2011 WI 20, held the amendment of par. (c) by 2007 Wis. Act 86 to be unconstitutional and severed from the remainder of the statute. Prior to the amendment by Act 86, par. (c) read:

- (c) No claim or action for an excessive assessment may be brought or maintained under this section if the assessment of the property for the same year is contested under s. 70.47 (13) or 70.85. No assessment may be contested under s. 70.47 (13) or 70.85 if a claim is brought and maintained under this section based on the same assessment.

- (d) No claim or action for an excessive assessment may be brought or maintained under this section if the taxation district in which the property is located enacts an ordinance under s. 70.47 (7) (c) or if the 1st class city in which the property is located enacts an ordinance under s. 70.47 (16) (c), except that this paragraph does not apply if the taxation district or the 1st class city did not comply with s. 70.365.

NOTE: The supreme court in *Metropolitan Associates v. City of Milwaukee*, 2011 WI 20, held the creation of par. (d) by 2007 Wis. Act 86 to be unconstitutional and severed from the remainder of the statute.

- (5) **INTEREST.** The amount of a claim filed under sub. (2) or an action commenced under sub. (3) may include interest at the average annual discount rate determined by the last auction of 6-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid.
- (6) **EXCEPTION.** This section does not apply in counties with a population of 500,000 or more.

NOTE: The supreme court in *Nankin v. Village of Shorewood*, 2001 WI 92, 245 Wis. 2d 86, 630 N.W.2d 141, held sub. (6) to be unconstitutional and severed from the remainder of the statute.

- (7) **COMPENSATION.** If taxes are refunded under sub. (3), the governing body of the taxation district or county that has a county assessor system may proceed under s. 74.41.

History: 1987 a. 378; 1989 a. 104; 1993 a. 292; 1995 a. 408; 2007 a. 86.

Sections 70.47 (13), 70.85, and 74.37 provide the exclusive method to challenge a municipality's bases for assessment of individual parcels. All require appeal to the board of review prior to court action. There is no alternative procedure to challenge an assessment's compliance with the uniformity clause. *Hermann v. Town of Delavan*, 215 Wis. 2d 370, 572 N.W.2d 855 (1998), 96-0171.

Sub. (6) is unconstitutional and severed from the remainder of the section. *Nankin v. Village of Shorewood*, 2001 WI 92, 245 Wis. 2d 86, 630 N.W.2d 141, 99-1058.

Claimants who never received notice of a changed assessment under s. 70.365 were exempt from the obligation to proceed before the board of review. However, they were required to meet the January 31 filing date in sub. (2), regardless of the fact that they never received the notice. *Reese v. City of Pewaukee*, 2002 WI App 67, 252 Wis. 2d 361, 642 N.W.2d 596, 01-0850.

While certiorari review of an assessment is limited to the review of the board of assessment's record, sub. (3) (d) allows the court to proceed without regard to any determination made at an earlier proceeding. The assessor's assessment is presumed correct only if the challenging party does not present significant contrary evidence. The court may hear new evidence and can enter a judgment if it is in the best interest of the parties. *Bloomer Housing Limited Partnership v. City of Bloomer*, 2002 WI App 252, 257 Wis. 2d 883, 653 N.W.2d 309, 01-3495.

After *Nankin*, the state-wide application of this section must prevail over any statutes that would defeat its implementation. Special rules help harmonize provisions that were once fully compatible with this section but, as a result of *Nankin*, conflict with this section. *U.S. Bank National Association v. City of Milwaukee*, 2003 WI App 220, 267 Wis. 2d 718, 672 N.W.2d 722, 03-0724.

When a taxpayer brings an action to recover excessive taxes under this section, the least favorable outcome for the taxpayer, and the best possible outcome for the taxation authority, is for the court to conclude there were no excessive taxes. The court cannot impose a greater tax burden than the one the taxation authority already agreed to when it accepted the taxpayer's payment. Although the court need not defer to the board of review's determination, and there is a statutory presumption that the assessor's determination is correct, when the board of review reduces the original assessment the court cannot reinstate the assessor's original assessment. *Trailwood Ventures, LLC v. Village of Kronenwetter*, 2009 WI App 18, 315 Wis. 2d 791, 762 N.W.2d 841, 08-1221.

When a city assessor correctly applies the Property Assessment Manual and statutes, and there is no significant evidence to the contrary, courts will reject a party's challenge to the assessment. *Allright Properties, Inc. v. City of Milwaukee*, 2009 WI App 46, 317 Wis. 2d 228, 767 N.W.2d 567, 08-0510.

2015-16 Wisconsin Statutes updated through 2017 Wis. Act 58 and all Supreme Court and Controlled Substances Board Orders effective on or before September 20, 2017. Published and certified under s. 35.18. Changes effective after September 20, 2017 are designated by NOTES. (Published 9-20-17)

II

5.3

R. O. No. 211 - 17 - 18. By CITY CLERK. November 6, 2017.

Submitting a claim from Acuity Insurance for alleged damages when their insured clients' (Kenneth and Rachel Lilge) vehicle struck a road construction sign that had blown over in the middle of Gateway Drive.

*Finance +
Personnel
file*

City Clerk



OCT 16 '17 PM 2:19

FACSIMILE TRANSMITTAL

Claim # 19-17

To:

Company:

Facsimile Number: 19204593443

From: Megan Augustine

Telephone:

Facsimile:

Subject:

Acuity Claim PS3698 Memo: Claim Follow Up

Number of pages including transmittal: 10

Message:

Good afternoon,

Please find the attached subrogation demand that is being re-sent to your office for review. We originally sent these documents early August, but have not received a response.

Date & Time Sent: 10/05/17 12:23

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

If the reader of this message is not the intended recipient or employee of agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone at 1.800.242.7666 and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Acuity, A Mutual Insurance Company

Please provide a response in writing as to whether you will be accepting or denying this claim for damages. For your convenience, you may send correspondence via email at claims@acuity.com or fax at 888-880-9588. Please reference our claim number PS3698 in any correspondence.

Thank you!
Megan

Megan Augustine
Inside Claims Representative
Acuity, A Mutual Insurance Company
2800 S. Taylor Drive
Sheboygan, WI 53081
Phone: 800.242.7666 x1548
www.acuity.com | [Facebook](#) | [YouTube](#)



- content.pdf



- PaymentListPS3698.pdf





October 5, 2017

CITY OF SHEBOYGAN
ATTN: PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

Your Claim Number: N/A
Your Insured: N/A
Our Claim Number: PS3698
Our Insured: KENNETH C & RACHEL B LILGE
Date of Loss: 07/20/2017
Type of Loss: AUTO
Location: GATEWAY DRIVE, SHEBOYGAN, WI 53081
Salvage Pending: Y or N

Dear Sir or Madam:

Because of our payment of the above claim, we are looking to you for reimbursement. We originally sent our subrogation demand on August 7, 2017, but have not received a response.

Our insured was driving on Gateway Drive on the above listed date when their vehicle struck a road construction sign that had blown over in the middle of the road, causing damages to their vehicle.

The amounts owed are as follows:

Payment	\$935.74
Deductible	\$500.00
Salvage Deduction	\$0.00
Total Amount Owed Acuity	\$1,435.74

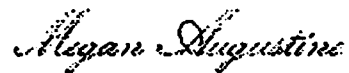
Please mail the drafts to the address listed below:

Acuity
Claims Department
PO Box 58

Sheboygan, WI 53082-0058

Your prompt consideration will be appreciated. Please be sure to include the above claim number on the payments. Please confirm in writing whether you will be accepting or denying our insured's claim for damages.

Sincerely,

A handwritten signature in cursive script that reads "Megan Augustine".

MEGAN AUGUSTINE
Claims Department
Megan.augustine@acuity.com
Enclosure(s)



PS3698

1 - CLOSED
AUTO - ACUITY Auto/Motorcycle

Payment List Print
LILGE, KENNETH C & RACHEL B

Loss Location: WI
Loss Date: 07/20/2017

Requestor: MEGAN AUGUSTINE

Run Date: 10/05/2017

Time: 12:18PM

Payment Amount: \$935.74

Payment Number: 12011960

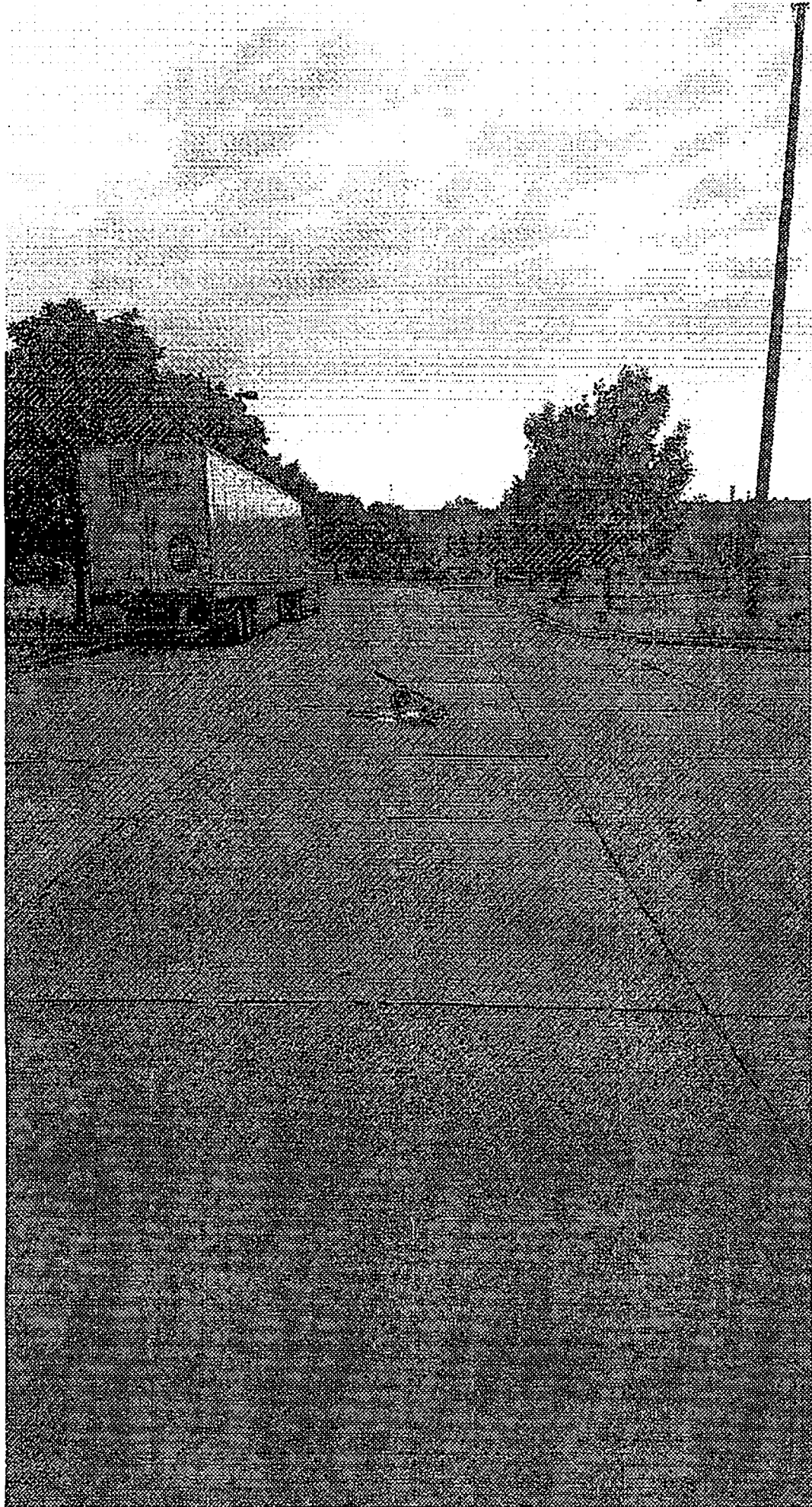
Pay To: KENNETH C & RACHEL B LILGE

Mail To: KENNETH C & RACHEL B LILGE
163 AMHERST AVE
SHEBOYGAN FALLS WI 53085

Pay Period:
Invoice Number:
Issued Date: 07/28/2017
Accounting Status: Honored 08/03/2017

Service Dates:
In Payment Of: REIMBURSEMENT FOR REPAIRS TO THE
2011 CHEVY EQUINOX LESS \$500 DED

Remarks:



SHEBOYGAN CHEV OLDS CAD
SPG REPAIR ESTIMATE

ESTIMATE # RO804255

ESTIMATE DATE: 07/20/2017

ESTIMATE COMMENTS:

VEHICLE: Equinox 2010/2017

VIN: 2CNFLNEC5B6279663

ADVISOR # 407 JEFFREY J BRILL

CUSTOMER # 161395 KENNETH C LILGE

ADDRESS: 163 AMHERST AVE

(H) 920-838-1116

(B) 920-946-7437 (EXT)

SHEBOYGAN FALLS, WI 53085-

CUSTOMER QUOTE

OPERATION: FLSD Fuel System Diagnosis All

LABOR HOURS: 0.50

MISC CODE	MISC DESCRIPTION	QUOTE MIN	QUOTE MAX	PRICE
ENVI	ENVIROMENTAL CHARGES		10.00	2.75
			LABOR \$:	55.00
			PARTS \$:	0.00
			GOG \$:	0.00
			MISC. \$:	2.75
			TAX \$:	3.18
SUBTOTAL \$:				60.93

OPERATION: L1260 Fuel Tank, r&r AWD 10/14

LABOR HOURS: 4.00

QTY	PART NUMBER	PART DESCRIPTION	PART PRICE	EXT PRICE
1	GM20824314	TANK	666.67	666.67
MISC CODE	MISC DESCRIPTION	QUOTE MIN	QUOTE MAX	PRICE
ENVI	ENVIROMENTAL CHARGES		10.00	10.00
			LABOR \$:	440.00
			PARTS \$:	666.67
			GOG \$:	0.00
			MISC. \$:	10.00
			TAX \$:	61.42
SUBTOTAL \$:				1178.09

SHEBOYGAN CHEV OLDS CAD
SPG REPAIR ESTIMATE

ESTIMATE DATE: 07/20/2017

ESTIMATE # RO804255

ESTIMATE COMMENTS:

VEHICLE: Equinox 2010/2017

VIN: 2CNFLNEC5B6279663

ADVISOR # 407 JEFFREY J BRILL

CUSTOMER # 161395 KENNETH C LILGE

ADDRESS: 163 AMHERST AVE

(H) 920-838-1116

(B) 920-946-7437 (EXT)

SHEBOYGAN FALLS, WI 53085-

CUSTOMER QUOTE

TOTAL LABOR \$:	495.00
TOTAL PARTS \$:	666.67
TOTAL GOG \$:	0.00
TOTAL MISC. \$:	10.00
TOTAL TAX \$:	64.44

ESTIMATE TOTAL \$: 1236.11

CUSTOMER SIGNATURE _____

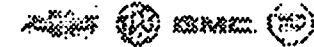
SHEBOYGAN

CHEVROLET | BUICK | GMC | CADILLAC

3400 S. Business Dr.
Sheboygan, WI 53081



Genuine Parts



Certified Service

SERVICE	SALES	PARTS	BODY SHOP
920 489-8050	920 459-8840	920 489-8045	920 458-0855
888 459-8050 (*)	800 459-8840 (*)	888 489-8045 (*)	888 458-0855 (*)

www.sheboyganauto.com

CELL: 920-946-7738

161395	KYLE WORSTER	961 4103	07/25/17	ETCS804255
KENNETH C LILGE				
163 AMHERST AVE				
SHEBOYGAN FALLS, WI 53085-1732				
klilge79@hotmail.com				
920-838-1116	920-946-7437		07/20/17	REPRINT# 1
TOTALS				MO: 7169

* [] CASH [] CHECK CK NO. []	TOTAL LABOR...	627.00
* [] VISA [] MASTERCARD [] DISCOVER	TOTAL PARTS...	723.89
* [] AMER XPRESS [] OTHER [] CHARGE	TOTAL SUBLET...	0.00
	TOTAL G.O.G...	0.00
	TOTAL MISC CHG...	10.00
	TOTAL MISC DTSC...	0.00
	TOTAL TAX.....	74.85
	TOTAL INVOICE \$	1435.74

HOURS:
SERVICE PARTS BODY SHOP
 MON - FRI 9:00 AM - 6:00 PM
 SAT 7:30 AM - NOON
SALES
 MON - THURS 8:00 AM - 6:00 PM
 FRI 8:00 AM - 6:00 PM
 SAT 8:00 AM - 5:00 PM

THANK YOU FOR YOUR BUSINESS!!
 PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIMITED LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS. COMMERCIAL APPLICATIONS EXCLUDED.

CUSTOMER SIGNATURE

3400 S BUSINESS DR
SHEBOYGAN, WI 53081
920 489 8050

Sale

Customer: 573
 OTSCHER Entry Method: Chip
 Total: \$ 1,435.74
 07/25/17 13:54:27
 Inv #: 160004255 Appr Code: 025488
 Servd: Online
 Discover Credit
 AID: 60110152310
 TYR: 00 00 00 00
 ISI: 08 00

PAID
 Check Credit Card Cash
 By:

Thank You!
 Sheboygan Chevrolet
 Buick GMC Cadillac, Inc.

SCC

VISION STATEMENT
 "Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT
 "Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations". While Creating Enthusiasm, Thrill, Teamwork, Engagement, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:
 Any statement on the products sold hereby and those made in the manufacturer. The seller, SHEBOYGAN CHEVROLET CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither statement nor authorized any other person to assume for a any liability in connection with the sale of said products.

CUSTOMER RECEIPT
 After 700.00 credit funds received and applied to customer account. The card, which is being returned to the Office of Customer Services, Vehicle Dept of Michigan, 3000 and Customer Protection, PO, Box 30711, 48260-0711, Michigan 48107-0711

SHEBOYGAN

CHEVROLET | BUICK | GMC | CADILLAC

3400 S. Business Dr.
Sheboygan WI 53081



Genuine Parts



Certified Service

SERVICE 920 459-6850 888 459-6850 (+T)
SALES 920 459-6840 800 459-6840 (+T)
PARTS 920 459-6848 888 459-6848 (+T)
BODY SHOP 920 459-6858 888 459-6858 (+T)

www.sheboyganauto.com

CELL: 920-946-7238

161395
KYLE WORSTER 961 4103 07/25/17 CTCS804255
 71.687 /
 11/CHEVROLET TRUCK/EQUINOX/AWD 4DR L
 2 C N F L N E C 5 B 6 2 7 9 6 6 3
 07/20/17 REPRINT# 1
 HO: 71691

JOB# 1 CHARGES

LABOR
 10CVZ ENGINE FUEL TECH(S): 19 627.00
 Fuel leak - fuel tank ruptured.
 Advise .5
 HOLE IN FUEL TANK
 REPLACE FUEL TANK
 DRILL OUT BROKEN BOLTS

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	20824314	TANK 3.001	655.67	666.67	666.67
	1	22741672	BASKET 3.611	15.60	15.60	15.60
	1	22682111	SEAL 3.904	16.42	16.42	16.42
	1	15776433	SEAL 3.112	25.20	25.20	25.20
TOTAL PARTS						723.89

HOURS:
SERVICE, PARTS, BODY SHOP
 MON - FRI 7:00 AM - 5:00 PM
 SAT 7:00 AM - NOON

SALES
 MON - THURS 8:00 AM - 5:00 PM
 FRI 8:00 AM - 6:00 PM
 SAT 8:00 AM - 5:00 PM

JOB# 1 TOTALS
 LABOR PARTS 627.00 723.89
JOB# 1 JOURNAL PREFIX CTCS JOB# 1 TOTAL 1350.89

JOB# 2 CHARGES

LABOR
 24CVZTYLINE DEPTH 4/32 TO 6/32 TECH(S): 19 0.00
 Added Operation (PETEY @ 07/25/2017 06:50)
 4/32 TO 6/32 TREAD DEPTH REMAINING
 4/32"

JOB# 2 TOTALS
JOB# 2 JOURNAL PREFIX CTCS JOB# 2 TOTAL 0.00

MISC
 JOB # A ENV1 ENVIRONMENTAL CHARGES CONTROL NO. 10.00
TOTAL MISC 10.00

ESTIMATE
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$1560.00 (+TAX)

COMMENTS
 DELETED OPERATION(S)
 24CVZTYW TOWING

SCC

VISION STATEMENT
 "Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT
 "Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Teamwork, Empowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:
 Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-GMC-CADILLAC, hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither warrants nor endorses any other person or company for its any liability in connection with the sale of these products.

II

Other Matters

11.2

R. O. No. 224 - 17 - 18. By CITY CLERK. November 6, 2017.

Submitting a claim from Michael Kraig Beeck for alleged damages to his vehicle when he hit a water valve that was not sealed properly on a construction site on Superior Avenue between 18th Street and 20th Street.

~~Finances~~
Personnel
file

City Clerk

NOV 6 '17 AM 10:50

DATE RECEIVED 11-6-17 RECEIVED BY MD
CLAIM NO. 02-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.

2. Attach and sign additional supportive sheets, if necessary.

This notice form must be signed and filed with the Office of the City Clerk.

TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

Name of Claimant: **MICHAEL KRAIG BEECK**

Home address of Claimant: **1118A SUPERIOR AVE SHEBOYGAN, WI, USA 53081**

Home phone number: **+1(920)946-7218**

IF THERE NEEDS TO BE IMMEDIATE PHONE CONVERSATIONS ABOUT THIS CLAIM, YOU MAY DO AS SUCH BY CONTACTING ME VIA FACEBOOK MESSENGER CALLING, WECHAT CALL, OR WHATSAPP CALL. I WILL BE BACK IN THE UNITED STATES END OF JANUARY. PLEASE CONTACT JILL SACHSE AT (920947-7217 IF NEEDING TO CONTACT MY EMERGENCY CONTACT.

Business address and phone number of Claimant:

**TROIKA ENTERTAINMENT, GAITHERSBERG, MARYLAND
CURRENTLY ON TOUR, IN JAPAN AND S KOREA, WITH SISTER ACT THE MUSICAL – ASIA TOUR**

5. When did damage or injury occur? (date, time of day)

20 OCTOBER, 2017 1420

6. Where did damage or injury occur? (give full description)

DAMAGE OCCURRED AT THE CONSTRUCTION SITE ENTRANCE TO WHATEVER JOS. BROTHERS CONSTRUCTION IS INVOLVED WITH ON SUPERIOR AVENUE BETWEEN 18TH AND 20TH STREETS

7. How did damage or injury occur? (give full description)

DAMAGE OCCURRED BY DRIVING OVER A WATER VALVE, ONE THAT WAS NOT SEALED PROPERLY, AS IT POPPED UP INTO MY TIRE AS I DROVE OVER IT. PHOTOS ATTACHED IN THIS EMAIL DEPICT THE PIPE

LABELED WATER, THE CONSTRUCTION SITE ENTRANCE, AND DAMAGE TO MY TIRE. FURTHER DETAIL OF THE INCIDENT IS WRITTEN OUT BELOW.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known:

(b) Claimant's statement of the basis of such liability:

If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous:

(b) Claimant's statement of basis for such liability

Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

11. Name and address of any other person injured:

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$150 FOR NEW TIRES/BALANCE/SERVICE FEES

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below \$250
TOTAL \$400

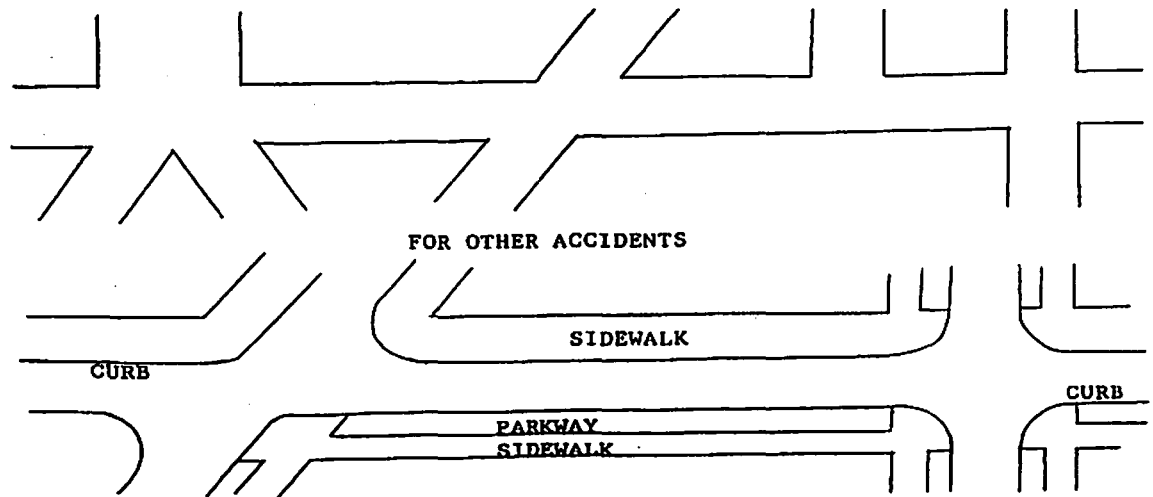
Damaged vehicle (if applicable)

Make: HYUNDAI Model: ELANTRA GT Year: 2015 Mileage: 21,000

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN
 DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS,
 LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF
 APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS,
 ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT _____
 DATE _____

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: _____ Auto
 \$ _____

Claimant's Address: _____ Property
 \$ _____

CLAIM NO. 22-17

CLAIM

Claimant's Name: _____
Claimant's Address: _____
Claimant's Phone No. _____

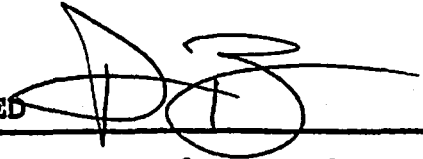
Auto \$ _____
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ _____

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ _____.

"SEE OTHER DOCUMENTS FOR FURTHER INFORMATION SUBMITTED FOR THIS CLAIM" (19 OCT)
THANK-YOU!

SIGNED 

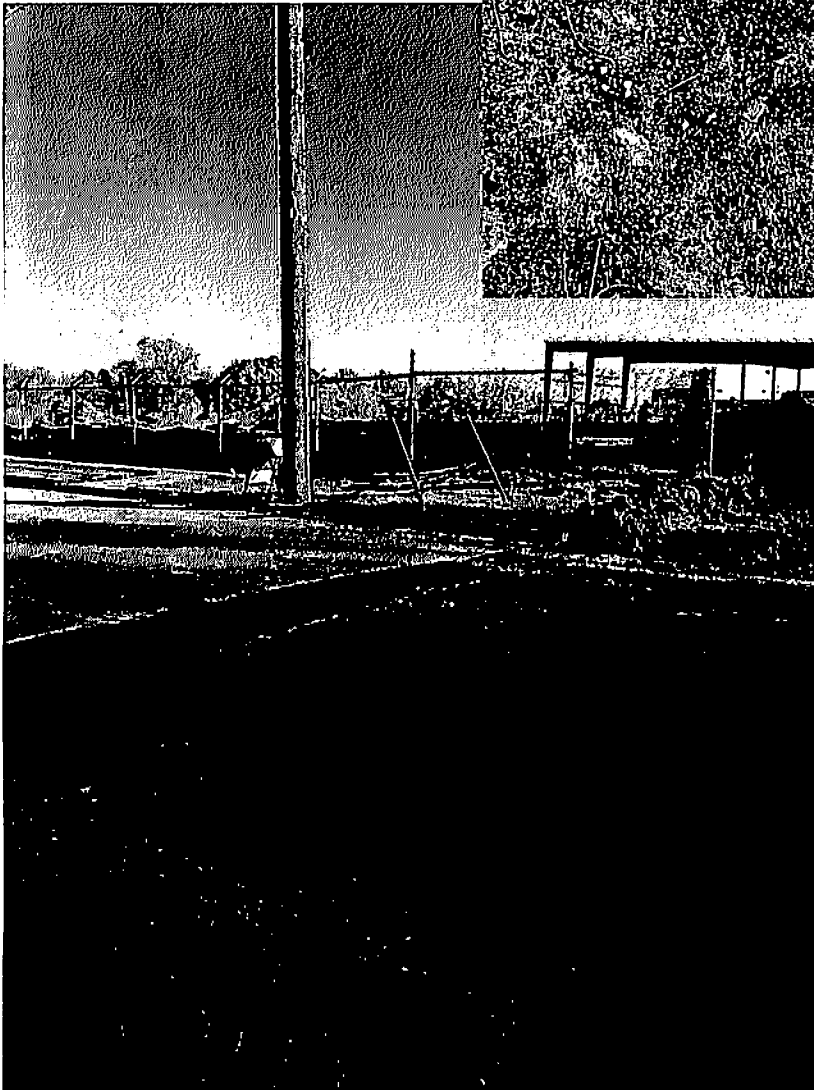
DATE: 11/04/17

ADDRESS: 1118 A SUPERIOR AVE
SHEBOYGAN, WI, USA 53081

MAIL TO: CLERK'S OFFICE

MY APOLOGIES FOR NEEDING TO WRITE THIS DOWN BELOW, AS THE LANGUAGE USED ABOVE IS NOT MAKING THE BEST OF SENSE FOR THIS INCIDENT.

I WAS DRIVING WEST BOUND ON SUPERIOR AVENUE WHEN THIS INCIDENT OCCURRED. I KNOW THAT IT WAS 1420 IN THE AFTERNOON, AS I HAD AN APPOINTMENT AT THE MEMORIAL WALKIN CLINIC AT 1430 FOR UPCOMING TRAVEL VACCINATIONS. I WAS FOLLOWING THE FLOW OF TRAFFIC, AS DIRECTED BY SOMEONE WORKING THE CONSTRUCTION SITE, AS ONLY ONE LANE WAS OPEN. I DROVE OVER THIS WATER VALVE, AS THERE WAS NO INDICATION TO AVOID IT. THIS WAS A TERRIBLE ASSUMPTION ON MY BEHALF IN THE LONG RUN AS I NOW AM COMPLETING THIS FORM. I DROVE OVER THE WATER VALVE, HEARD A POP, LOUD HISSING, AND PULLED OVER ON 19TH STREET OFF OF SUPERIOR AVE. I SAW THAT MY TIRE WAS PUNCTURED, AND COMPLETELY FLAT. I WALKED OVER TO THE GENTLEMAN DIRECTING TRAFFIC, WHO THEN IGNORED ME FOR 5 MINUTES UNTIL I STARTED YELLING AT HIM ABOUT HOW DANGEROUS THAT VALVE WAS. HE FIRST DENIED SEEING/HEARING/WITNESSING ANYTHING. THEN, HE JUST SAID THAT THEY WERE ALL OVER THE CITY AND HOW DID I KNOW THAT THIS ONE SPECIFICALLY WAS THE CAUSE. 2 MINUTES LATER, A BLUE TRUCK WITH THE CITY OF SHEBOYGAN MUNICIPAL DECAL ON IT ARRIVED. TWO GENTLEMAN PROCEEDED TO WALK TO THE WATER VALVE, FIX IT. AND LEAVE. I ASKED THEM FOR THEIR NAMES AND CONTACT INFORMATION, AND THEY REFUSED ASSIST IN ANY ONE ASIDE FROM TELLING ME TO CONTACT THE MAYORS OFFICE. THE GENTLEMAN CONTROLLING TRAFFIC ALSO WOULD NOT LET ME PHOTOGRAPH HIM, OR GIVE ME HIS NAME OR SUPERIOR'S NUMBER. I BARELY MADE MY APPOINTMENT AT THE CLINIC, AND WAS 45MINUTES LATE TO WORK THAT EVENING. I AM POLITELY REQUESTING THAT MY TIRES, PAYMENT FOR BOTH IS RECEIVED, ALONG WITH AN ADDITIONAL \$250 FOR MONEY THAT COULD HAVE BEEN MADE AT WORK, THE TIME NEEDED TO SET UP FIXING MY TIRE, AND THE TIME TAKEN OUT OF MY SCHEDULE AS I FLY TO JAPAN WHEN I AM NEEDEDING TO PREPARE TO PERFORM A SHOW AND SLEEP TO TRANSITION TIME ZONE CHANGES. MOST CERTAINLY THE BULK OF MY COMPLAINT IS HOW NEITHER JOS. BROTHERS OR THE CITY EMPLOYEES TOOK RESPONSIBILITY FOR WHAT HAPPENED, NOR GAVE ME DIRECT INSIGHT OF HOW TO ALLEVIATE THIS PROBLEM.





VIII

R. C. No. _____ - 17 - 18. By PUBLIC WORKS COMMITTEE. December 4, 2017.

Your 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.

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

5.6

Res. No. 102 - 17 - 18. By Alderperson Wolf. November 20, 2017.

A RESOLUTION 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 \$50,420.00. Additional purchases include a Microsoft server and licensing, and a Virtual Machine (VMware) for \$13,966.58.

WHEREAS: The Department of Public Works will be applying for a land information board grant administratively through the county to help offset the cost. This grant is being applied for and is subject to fund availability as well as competing with other agencies for approval.

RESOLVED: The City is hereby authorized to enter into a contract with ESRI for the purchase of a GIS system, and submit a grant for land information modernization.

BE IT FURTHER RESOLVED: The appropriate City Officials are hereby authorized to draw orders on capital improvement account number 40032100-649100.

Public Works approve



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. - 17 - 18 . By PUBLIC WORKS COMMITTEE. December 4, 2017.

Your Committee to whom was referred Res. No. 101-17-18 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract with Flootation Docking Systems for replacing the northern section of the floating river docks in the Sheboygan River for \$284,185; recommends passing the Resolution.

Contract

_____ 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

5.5

Res. No. 101 - 17 - 18. By Alderperson Wolf. November 20, 2017.

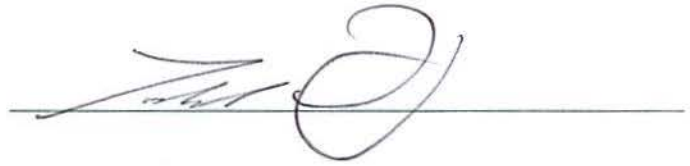
A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Floatation Docking Systems for replacing the northern section of the floating river docks in the Sheboygan River for \$284,185.00

WHEREAS, the Department of Public Works is waving the competitive bid process due to having prior contracts with Floatation Docking Systems for the purchase and installation of replacement boat docks located east of the east of the 8th Street Bridge along the south side river in early 2017.

RESOLVED: The appropriate City Officials are hereby authorized to enter into a contract with Floatation Docking Systems to replace the existing north river docks in the amount of \$284,185.00

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #61137110-521900 Boat Facilities Fund in payment of same.

Public Works approve.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 17 - 18. By PUBLIC WORKS COMMITTEE. December 4, 2017.

Your 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.

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

5.4

Res. No. 100 - 17 - 18. By Alderperson Wolf. November 20, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a Tracked skid steer loader for the Public Works Dept.

WHEREAS: The Public Works Department has included the replacement of a 2003 Model Skid steer loader in the 2017 Capital Improvement Plan. This machine is used to prepare previously paved road surfaces for asphalt repaving as well as snow removal and other chores.

WHEREAS: The Staff has determined that a unit featuring rubber tracks in lieu of tires will enhance stability and traction and further that a unit with higher horsepower and hydraulic flow rates is required to efficiently operate the asphalt planer attachment. The staff has determined that an ASV brand RT 75 loader meets all of their needs

WHEREAS: This manufacturer is listed on the National Joint Powers Alliance (NJPA) relieving the City from the need to issue competitive bids. In addition, the City will trade in the current unit as part of the purchase.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Bruggink's Inc. of Oostburg WI for the purchase of an ASV brand RT 75 tracked skid steer loader including freight, set-up, delivery and trade in of the current machine.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$ 54,278.00 on Account # 70136100-641200 in payment of same.

Sub-ites 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

VI

R. C. No. - 17 - 18. By PUBLIC WORKS COMMITTEE. December 4, 2017.

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

Consent.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Other Matters

9.3

R. O. No. 234 - 17 - 18.

By CITY CLERK. November 20, 2017.

Submitting a communication from Steve Westphal regarding parking signage on 8th Street between Michigan Avenue and Huron Avenue.

Public Works
accept + file

CITY CLERK

NOV 17 '17 PM 12:29

November 13, 2017

City Clerks Office
City of Sheboygan
828 Center Ave
Sheboygan, WI 53081

RE: Parking Signage on 8th Street (between Michigan and Huron)

Dear City Clerk:

This letter is a follow to a recent on-site visit with Ryan Sazama from the City's Department of Public Works. I met with Mr. Sazama on November 9, 2017 in front of my property (1325 N. 8th Street) to discuss the possibility of adding additional parking restrictions in front of my building on the east side of 8th Street. Mr. Sazama was supportive of my request.

Currently, there are no parking restrictions in front of my property (1325 N. 8th Street). As a result, numerous individuals will regularly park their vehicles in front of the building all day long. This prevents customers of my tenants from having street parking that is readily assessable.

I was hoping the City would consider extending the two-hour parking restriction to include the front of my property. Currently the two hour parking restriction ends immediately south of my property.

Thank you for your attention to this matter, and please do feel free to give me a call if anyone has questions. 920-980-8645.

Sincerely,

A handwritten signature in blue ink that reads "Steve Westphal". The signature is written in a cursive, flowing style.

Steve Westphal

IX

R. C. No. - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
December 4, 2017.

Your 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.

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

X

73

Gen. Ord. No. 30 - 17 - 18. By Alderpersons Donohue and Bohren.
November 20, 2017.

AN ORDINANCE 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.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section 4. City Clerk's Office:

A. CITY HALL DEPARTMENTS

3. CITY CLERK OFFICE

<u>ADD:</u>	Class Grade	NO. of Employees
Part-Time Clerk I	1	1.0

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job descriptions shall be in effect from and after its passage and publication.

*Finance & Personnel
approve*

James A. Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Pre-employment Requirement

16. Position is contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

IX

R. C. No. - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
December 4, 2017.

Your 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.

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

~~IX~~

7.1

Gen. Ord. No. 29 - 17 - 18. By Alderpersons Donohue and Bohren.
November 20, 2017.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Office of the Mayor Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section B.1., B.5., and B.6. of section 82-33 of the supplement to the Code on file in the city clerk's office is amended follows:

Class Title	Class Grade	NO. of Employees
-------------	-------------	------------------

B. OFFICE OF THE MAYOR

Delete:

1. Administrative Assistant/Confidential Secretary	04	01
--	----	----

Add:

1. Communication Specialist/Administrative Assistant	05	01
--	----	----

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached revised job descriptions shall be in effect from and after its passage and publication.

Finance & Personnel approve as amended

James A. Bohren

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor



Job Description

Job Title: **Communications Specialist/Administrative Assistant** **Department:** Mayor
Up Dated: 11/27/2017 **Reports To:** Mayor
Classification: Non-Exempt **Wage:** Salary Grade 5

Position Summary

This position is responsible for the administrative support and coordination of the Office of the Mayor. It is also responsible for researching, writing, designing and creating communication to inform citizens, businesses, visitors, stakeholders and others about all aspects of the City of Sheboygan, including media contacts, public relations and/or public involvement, as well as the design and development of information for the website, social media, and other communications materials for both internal and external audiences. Performs related work as required.

Essential Duties & Responsibilities

1. Receives citizen concerns, adjusts or refers as appropriate; answers inquiries; and supplies information to interested parties, making decisions based on adopted Council ordinances and resolutions, and departmental regulations, procedures, and policy.
2. Answers and screens calls. Opens incoming mail, answers routine correspondence as requested.
3. Maintains a department calendar.
4. Maintains confidentiality in all aspects of work.
5. Obtains, analyzes, and assembles information for special projects and does research as required.
6. Composes letters, memoranda, and other correspondence from general instructions. Drafts and writes communications.
7. Maintains departmental files and turns over custody of files to the succeeding Mayor and/or Mayor's secretary.
8. Responsible for submitting to the City Clerk all mayoral appointments to Common Council Committees, City Commissions, Boards, and Committees.
9. Types from corrected manuscript, rough drafts, and dictation.
10. Gathers background information for speeches and public appearances and drafts speeches as requested.

11. Efficiently operates routine office equipment, including personal computer/word processor equipment, photocopiers, calculators, dictation equipment, typewriters and telephones.
12. Responsible for office budget control and assists in the preparation of the yearly department budget.
13. Plans, schedules, and coordinates meetings, agendas, and appointments.
14. Takes and transcribes minutes at meetings.
15. Serves as secretary of the Mayor's International Committee, City/County Shared Services Committee, Mayor's Neighbor Leadership Cabinet and Committee of Whole as requested.
16. Organizes special public and departmental events as assigned (i.e., parades, concerts, foreign visitor programs, dinners, parties, etc.).
17. Performs related work as assigned.

Qualification Requirements:

1. Considerable knowledge of office methods and practices.
2. Ability to learn the laws, ordinances, and regulations with respect to functions performed within three months.
3. Proficiency and accuracy in dictation or note taking and transcription and typing at a prescribed rate of speed as determined by the Civil Service Commission.
4. Ability to obtain a satisfactory grade on clerical examinations involving English, spelling, business math, clerical accuracy, etc., as determined by the Civil Service Commission.
5. Ability to research, gather, and analyze information and make accurate reports.
6. Ability to exercise good judgment, courtesy, and tact in maintaining effective working and public relationships.

Education and/or Experience

High school diploma or a GED Certificate recognized by the Wisconsin Department of Public Instruction, advanced education and/or experience in various communications platforms, including advanced MS Office, Adobe, web-site development or other related software preferred. Associates Degree in Communications, Business or Administrative Assistant and Bachelor's Degree in a similar area preferred.

Pre-employment Requirement

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer
In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

VI

R. C. No. _____ - 17 - 18. By LAW AND LICENSING COMMITTEE. December 4, 2017.

Your Committee to whom was referred R. O. No. 225-17-18 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.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0863	Weaver, Jamie L.	412 Johnson Dr., Cascade

Consent.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other matters

11.3

R. O. No. 225-17-18. By CITY CLERK. November 6, 2017.

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

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1685	Robyn Bonelli	1812 Superior Ave.
2586	In Balance Therapeutics, LLC	832 N. 6 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0891	Bower, Steven J.	2921 Whispering Winds Dr.
1929	Budnik, Kathleen	2432 Cross Creek Dr.
1934	Dubois, Julia A.	1447 S. 11 th St.
2968	Feudner, Kenneth R.	3303 Hickory Cir.
1931	Franzen Jr., Russell F.	813 St. Clair Apt. 1
1937	Haag, Lisaann	1840 N. 23 rd St.
2533	Hietala, Vanessa G.	725 Pine St., Sheb. Falls
1936	Knaub, Christine A.	400 Riverview Ln.
1939	Kolb, Kenneth A.	2511 S. 7 th St.
0619	Manier, Cole W.	1438 S. 9 th St.
1940	Miller, Destiny	603 Petra Lane
1943	Nytes, Katy	2413 Calumet Dr.
8054	Perce Jr., Charles M.	810 Mayflower Ave.
1938	Schoerner, Andrea	2532 Elizabeth St.
1941	Seefeldt, Lisa M.	2313 Karoos Ct.
6693	Sprecher, Kara D.	1031 Lincoln Ave.
9916	Wagner, Brenda L.	2207 N. 8 th St.
0863	Weaver, Jamie L.	412 Johnson Dr., Cascade
9312	Zelko, Jeffrey D.	2016 N. 21 st St.

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1935	Cuadras, Jose J.	920 S. 14 th St.
1942	Redman, Daniel	519 Cardinal Lane, Howards Grove

Law + -
Licensing
11-20-17
Koldweaver
12-4-17
Grantweaver

TAXICAB DRIVERS LICENSE (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1133	Butler, Eva M.	1921 Garfield Ave.
1116	Feigum, Winston L.	639 Monroe St. #307, Sheb. Falls

VI

R. C. No. - 17 - 18. By LAW AND LICENSING COMMITTEE. December 4, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 235-17-18 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 licenses.

"CLASS B" LIQUOR LICENSE (June 30, 2018) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3299	In The Bag	1501 Union Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1952	Arndt, Joshua R.	1242 Main Avenue
1953	Bloedorn, Shannon M.	502 Superior Avenue
1960	Burley, Myra	1310 N. 26 th Street
1971	Butler, Charles E.	713 Fairway Drive
1951	Cordes, Ariel	1411 Union Avenue
1959	Hess, Tammy L.	1530 N. 22 nd Street
1949	Hinze, Susan	1740 S. 13 th Street
4019	Humphrey, Jennie L.	1608 Michigan Avenue
1947	Kather, Emilee	1222 N. 29 th Street
1966	Kohls, Samantha	1512 Kentucky Avenue Apt. A
1944	Menzer, Taylor J.	5017 Green Meadow Place
7181	Repinski, Dawn M.	3830 Koehn Avenue
1961	Walker, Dana	802 B Settlers Lane, Sheb. Falls

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2509	Santanas Limo	2724 Main Avenue
3023	Yellow Cab Of Sheboygan, LLC	2917 N. 15 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
4702	Berg, Larry D.	2611 N. 9 th Street
1972	Burt, Justin L.	2127 Main Avenue

Consent.

TAXICAB DRIVERS LICENSE (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1373	Allee, William David	4454 S. 8 th Street
1413	Brotz, James E.	2403 S. 8 th Street
0093	Butler Jr., James D.	1630 S. 8 th Street #A
0836	Calderon Rivera, Amalio	1428 S. 8 th Street
8112	Gohr, Trevor M.	4213 Autumn Court
1509	Gordon, Jody Lynn	741 Acacia, Sheb. Falls
0536	Hendrikse, Randall D.	3746 N. 14 th Street
6913	Rios, Ricardo	2619A N. 8 th Street
7731	Santana, Reynel	2724 Main Avenue
8860	Santana, Susan M.	2724 Main Avenue
1477	Shaffer, David C.	2407 S. 8 th Street
1149	Stewart, Harvey L.	1416 Illinois Avenue
9814	Torres Maldonad, Silvestre	1833 N. 20 th Street
0142	Waraich, Jesse Singh	N6233 Woodland Road

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2792	Integrated Health Therapies	833 Pennsylvania Avenue
2804	Reflections Spa	725 Blue Harbor Drive

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VI

R. C. No. - 17 - 18. By LAW AND LICENSING COMMITTEE. December 4, 2017.

Your Committee to whom was referred R. O. No. 220-17-18 by City Clerk submitting an communication from Justin Vannieuwenhoven to propose a new ordinance regarding commercial quadricycles in the City of Sheboygan; recommends to file the document.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 220 - 17 - 18. By CITY CLERK. November 6, 2017.

Submitting a communication from Justin Vannieuwenhoven to propose a new ordinance regarding commercial quadricycles in the City of Sheboygan.

Law +
Licensing
accept + file

DeBruin, Meredith

From: Richards, Susan
Sent: Wednesday, November 01, 2017 12:43 PM
To: Clerks Dept
Subject: FW: Commercial Quadricycle Ordinance Proposal

From: Justin Vannieuwenhoven [mailto:3in1holders@gmail.com]
Sent: Wednesday, November 1, 2017 12:30 PM
To: Mayor Vandersteen; Richards, Susan; Adams, Charles; Hofland, Darrell; Alderperson Ryan Sorenson; Alderperson Markus Savaglio
Subject: Commercial Quadricycle Ordinance Proposal

City officials,

I'm writing to propose a new ordinance regarding commercial quadricycles in the city of Sheboygan. I've been advised that commercial quadricycles in Sheboygan would fall under a "taxi cab" however state law allows the commercial quadricycles to be operated without these restrictions. Mayor Chris Meyer of Marshfield told the council, "If the city hadn't taken action, the vehicles would have been allowed by state law anyway" in a recent article in the Marshfield Harold. In addition, 2013 Act 106 was passed which allows fermented malt beverages to be consumed on them.

Although state law allows the operation of the commercial quadricycles, the city may implement an ordinance that can deny or allow the operation. I'd like to get the blessing of the city prior to starting this venture and believe the ordinance would bring a whole new way to experience Sheboygan. Sheboygan can be added to the list of progressive cities which have already implemented ordinances such as Green Bay, Milwaukee, and Madison. This ordinance will provide a great way for tourists and residents to explore our downtown district and riverfront like they never have before.

Below are links of the Green Bay ordinance, 2013 Act 106, and the referenced Marshfield Harold article.

<http://greenbaywi.gov/wp-content/uploads/GO-4-17-Amend-6.215-Commercial-Quadricycle.pdf>

<https://docs.legis.wisconsin.gov/2013/related/acts/106>

<http://www.marshfieldnewsherald.com/story/news/2017/05/30/marshfield-sets-rules-pedal-pubs/347394001/>

Thank you for taking the time to review,
I look forward to your response,

Justin Vannieuwenhoven

920.676.3289

3in1holders@gmail.com

VI

R. C. No. _____ - 17 - 18. By LAW AND LICENSING COMMITTEE. December 4, 2017.

Your 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 Parcel No. 59281435811 (2521 Creekview Court); recommends to accept the withdrawal request and file 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

DIRECT REFERRAL TO LAW AND LICENSING COMMITTEE

R. O. No. 105 - 17 - 18. By DIRECTOR OF PLANNING & DEVELOPMENT.
August 15, 2017.

Submitting an Appeal regarding the park impact fee for Tax Parcel No. 59281435811 (2521 Creekview Court) and the recommendation of Chad Pelishek, Director of Planning & Development.

*accept withdraw
+ file*

Director of Planning & Development

JUL 21 '17 AM 10:18

APPEAL

I hereby file an appeal for the impact fee imposed in the amount of \$547 for tax parcel #59281435811 located at 2521 Creekview Court in the City of Sheboygan. The amount was paid on 7/19/2017.

Per WI statute 66.0617 (6) (d) which states: Impact fees shall be reduced to compensate for other capital costs imposed by the municipality with respect to land development to provide and pay for public facilities... The developer paid for all of the improvement costs related to the road, sanitary sewer, water, storm sewer, which are dedicated to the public as public facilities and are to be credited against any impact fee per WI statute. The amount was in the hundreds of thousands of dollars for these public improvements so therefore more than the \$547 impact fee imposed was already paid by the Developer.

Submitted to the City of Sheboygan this 21st day of July, 2017.



Robert J Werner
President-Lee Realty of Sheboygan, Inc. d/b/a Werner Homes
President of Member-Stonebrook Crossing LLC

4539 South Taylor Drive
SHEBOYGAN, WI 53081

MISCELLANEOUS PAYMENT RECEIPT# 53656
CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

DATE: 07/19/17 TIME: 10:33
CLERK: hermann DEPT: BUILDIN
G INSPECTION
CUSTOMER#: 10635
CUSTOMER NAME: WERNER, ROBERT J.
COMMENT: 2521 CREEKVIEW CT

CHARGES:
X0024 BI - IMPACT FEE PARK IMPA
CT FEE 547.00

AMOUNT PAID: 547.00
PAID BY: WERNER HOMES
PAYMENT METHOD: CHECK
26191

REFERENCE: HERMANN

AMT TENDERED: 547.00
AMT APPLIED: 547.00
CHANGE: .00



MEMO

TO: Law and Licensing Committee

FROM: Chad Pelishek, Director of Planning & Development

RE: Appeal for Impact Fee in the amount of \$547

The Department of Planning and Development has received an appeal of a \$547.00 park impact fee imposed upon property located at 2521 Creekview Court, filed by Robert Werner on July 21. (Attached as Exhibit A.) The grounds for the appeal are Werner's statement that "[t]he developer paid for improvement costs related to the road, sanitary sewer, water, [and] storm sewer[;] which are dedicated to the public as public facilities and are to be credited against any impact fee per WI statute." [sic]

Chapter 74, Article III, of the Sheboygan Municipal Code imposes impact fees in accordance with section 66.0617, Wis. Stats. However, said impact fees are limited, and are designed only to pay for park and recreation facilities required to serve new development

Section 66.0617(6)(d), Wis. Stats. provides that impact fees "[s]hall be reduced to compensate for other capital costs imposed by the municipality with respect to land development to provide or pay for public facilities, including special assessments, special charges, land dedications or fees in lieu of land dedications under ch. 236 or any other items of value." However, the only public facilities covered by the impact fee ordinance are park and recreation facilities. The city has not imposed any capital costs upon Werner with respect to paying for park and recreation facilities. The fact that he has paid for improvement costs unrelated to parks is irrelevant.

Therefore, as director of the Department of Planning and Development, I hereby recommend that the appeal be resolved by denying the appeal. I request that the Law and Licensing committee hold a hearing within 15 days of receipt of this recommendation and hire outside legal counsel to represent the City of Sheboygan during the hearing process.

DEPARTMENT OF
PLANNING AND
DEVELOPMENT

828 Center Avenue,
Suite 104
Sheboygan, WI 53081

920-459-3377 (Phone)
920-459-7302 (Fax)

II

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

Your 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; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 28, 2017, and after due consideration, recommends approval of the General Ordinance and RO.

reg

DIRECTOR OF PLANNING & DEVELOPMENT

X

7.2

Gen. Ord. No. 27 - 17 - 18. By Alderpersons Holzschuh and Schneider.
November 20, 2017.

AN ORDINANCE annexing territory from the Town of Wilson to the City of Sheboygan situated in the vicinity of Stahl Road on the north, Sunset Road on the south, Interstate 43 on the west and County Trunk OK on the east.

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

Section 1. In accordance with §66.0217 of the Wisconsin Statutes and a petition for direct annexation by unanimous approval filed with the City Clerk on the 16th day of November, 2017, signed by the owners of the real property in the area in which no electors reside, the following described territory, together with a scale map and legal description of the property to be annexed, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan:

Part of the SE 1/4 of the SW 1/4 of Section 9, part of the NE 1/4 of the NW 1/4 of Section 16, part of the NW 1/4 of the NW 1/4 of Section 16, part of the SW 1/4 of the NW 1/4 of Section 16, and part of the SE 1/4 of the NW 1/4 of Section 16, all in Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the northwest corner of said Section 16; thence S88°29'52"E, along the north line of the NW 1/4 of said Section 16, 289.89 feet to the Point of Beginning of this description; thence continuing S88°29'52"E, along said north line of the NW 1/4, 1216.44 feet; thence N00°31'54"E, 694.60 feet to the north line of the South 1/2 of the South 1/2 of the SW 1/4 of said Section 9; thence S88°42'46"E, along said north line, 1059 feet; thence S09°29'57"W, 24.54 feet; thence S18°01'48"W, 614.87 feet; thence S54°58'44"W, 41.78 feet; thence N88°04'19"W, 72.08 feet; thence S62°50'57"W, 57.11 feet to the north right-of-way line of Stahl Road; thence S01°33'23"W, 33.00 feet to the north line of the NW 1/4 of said Section 16; thence N88°29'52"W, along said north line, 60.58 feet to the northeast corner of Lot 3 of a Certified Survey Map in Volume 15 of Certified Survey Maps, Pages 179-182; thence S16°43'49"W, along the east line of said Lot 3, 375.93 feet to an angle point; thence S84°58'33"E, 181.18 feet; thence S23°41'38"W, 57.44 feet; thence S17°59'00"W, 225.00 feet; thence S06°17'05"W, 118.02 feet to the west right-of-way line of C.T.H. "OK"; thence S73°10'43"E, 45.00 feet to the centerline of C.T.H. "OK"; thence S16°49'17"W, along said centerline, 324.54 feet; thence N87°55'31"W, 273.98 feet; thence S16°54'14"W, 200.21 feet; thence

City Plan

S88°02'47"E, 106.00 feet; thence S17°45'17"W, 153.74 feet; thence S88°05'42"E, 170.06 feet to the centerline of C.T.H. "OK"; thence S17°36'12"W, along said centerline, 241.25 feet to an angle point in said centerline; thence S17°52'15"W, along said centerline, 16.95 feet; thence N72°07'45"W, 45.00 feet to the west right-of-way line of C.T.H. "OK"; thence S41°01'34"W, 46.00 feet; thence N86°31'36"W, 50.00 feet; thence S81°13'58"W, 102.33 feet to the north right-of-way line of Sunset Road; to the centerline of C.T.H. "OK"; thence S87°06'13"E, along said right-of-way line 210.12 feet to the centerline of C.T.H. "OK"; thence S17°52'15"W, along said centerline, 68.18 feet; thence N87°06'13"W, 192.15 feet along the south right-of-way line of Sunset Road; thence S66°10'51"W, 101.19 feet; thence S17°49'58"W, 50.00 feet; thence S06°31'22"W, 152.97 feet; thence S17°49'58"W, 12.35 feet to the south line of the North 1/2 of the South 1/2 of the NW 1/4 of said Section 16; thence N87°18'30"W, 1447.85 feet to the east right-of-way line of Interstate Highway "43", said point being on the arc of a curve to the left, having its radius point bearing westerly, 22,981.28 feet; thence northerly 486.76 feet along the arc of said curve, the long chord of which bears N00°50'16"E, 486.75 feet to the end of said curve; thence N00°13'52"E, along said east right-of-way line, 1512.67 feet to the Point of Beginning and the end of this description.

Containing 93.872 acres of land, 87.803 acres of which is exclusive of road right-of-way.

Section 2. 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 in such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annual to the Town of Wisconsin, for 5 years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. 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. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as SI Suburban Industrial.

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 35th Ward and the 10th Aldermanic District.

Section 7. This ordinance shall take effect upon passage and publication as provided by law.

Susan J. Holzner

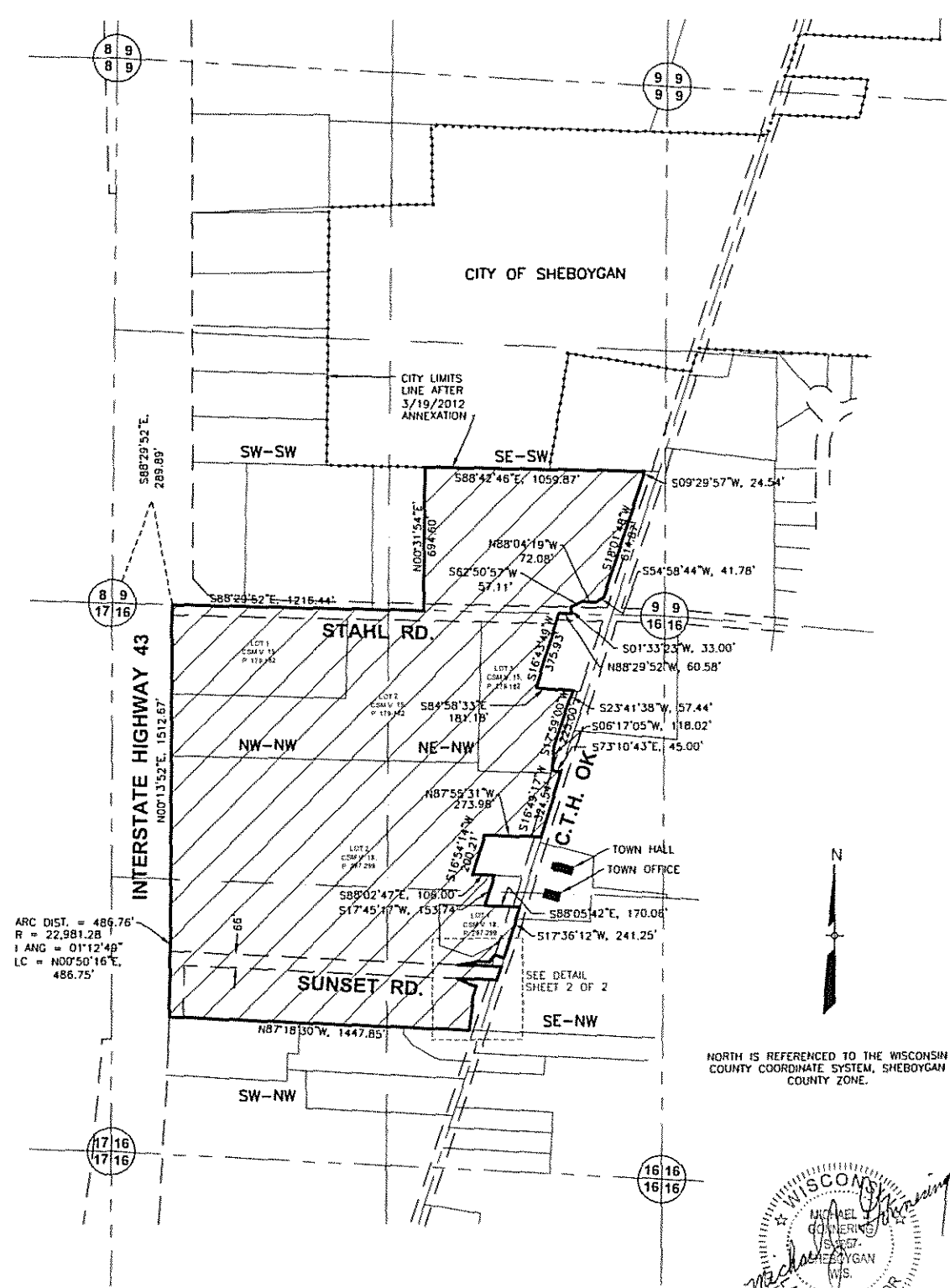
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

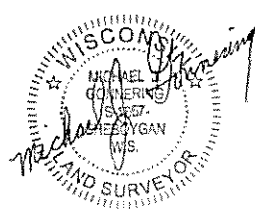
PARTS OF SECTIONS 9 & 16, T.14N., R.23E.
TOWN OF WILSON, SHEBOYGAN COUNTY, WI
NOVEMBER, 2017



ARC DIST. = 486.76'
 R = 22,981.28'
 I ANG = 01°12'49"
 LC = N00°50'16"E,
 486.75'



NORTH IS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, SHEBOYGAN COUNTY ZONE.



AECOM
 2985 S. RIDGE ROAD
 SUITE B
 GREEN BAY, WI 54304
 920-468-1798



PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

PARTS OF SECTIONS 9 & 16, T.14N., R.23E.
TOWN OF WILSON, SHEBOYGAN COUNTY, WI
NOVEMBER, 2017



NORTH IS REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, SHEBOYGAN COUNTY ZONE.

DESCRIPTION OF PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

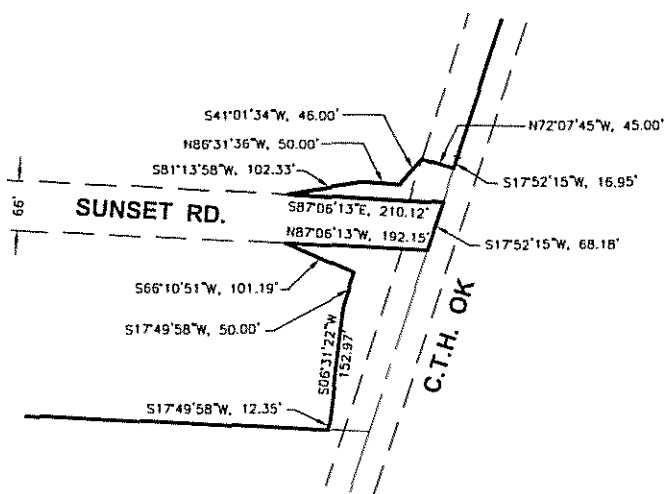
Part of the SE 1/4 of the SW 1/4 of Section 9, part of the NE 1/4 of the NW 1/4 of Section 16, part of the NW 1/4 of the NW 1/4 of Section 16, part of the SW 1/4 of the NW 1/4 of Section 16, and part of the SE 1/4 of the NW 1/4 of Section 16, all in Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the northwest corner of said Section 16; thence S88°-29'-52"E, along the north line of the NW 1/4 of said Section 16, 289.89 feet to the Point of Beginning of this description; thence continuing S88°-29'-52"E, along said north line of the NW 1/4, 1216.44 feet; thence N00°-31'-54"E, 694.60 feet to the north line of the South 1/2 of the South 1/2 of the SW 1/4 of said Section 9; thence S88°-42'-46"E, along said north line, 1059.87 feet; thence S09°-29'-57"W, 24.54 feet; thence S18°-01'-48"W, 614.87 feet; thence S54°-58'-44"W, 41.78 feet; thence N88°-04'-19"W, 72.08 feet; thence S62°-50'-57"W, 57.11 feet to the north right-of-way line of Stahl Road; thence S01°-33'-23"W, 33.00 feet to the north line of the NW 1/4 of said Section 16; thence N88°-29'-52"W, along said north line, 60.58 feet to the northeast corner of Lot 3 of a Certified Survey Map in Volume 15 of Certified Survey Maps, Pages 179-182; thence S16°-43'-49"W, along the east line of said Lot 3, 375.93 feet to an angle point; thence S84°-58'-33"E, 181.18 feet; thence S23°-41'-38"W, 57.44 feet; thence S17°-59'-06"W, 225.00 feet; thence S06°-17'-05"W, 118.02 feet to the west right-of-way line of C.T.H. "OK"; thence S73°-10'-43"E, 45.00 feet to the centerline of C.T.H. "OK"; thence S16°-49'-17"W, along said centerline, 324.54 feet; thence N87°-55'-31"W, 273.98 feet; thence S16°-54'-14"W, 200.21 feet; thence S88°-02'-47"E, 106.00 feet; thence S17°-45'-17"W, 153.74 feet; thence S88°-05'-42"E, 170.06 feet to the centerline of C.T.H. "OK"; thence S17°-36'-12"W, along said centerline, 241.25 feet to an angle point in said centerline; thence S17°-52'-15"W, along said centerline, 16.95 feet; thence N72°-07'-45"W, 45.00 feet to the west right-of-way line of C.T.H. "OK"; thence S41°-01'-34"W, 46.00 feet; thence N86°-31'-36"W, 50.00 feet; thence S81°-13'-58"W, 102.33 feet to the north right-of-way line of Sunset Road; thence S87°-06'-13"E, along said right-of-way line 210.12 feet to the centerline of C.T.H. "OK"; thence S17°-52'-15"W, along said centerline, 68.18 feet; thence N87°-06'-13"W, 192.15 feet along the south right-of-way line of Sunset Road; thence S66°-10'-51"W, 101.19 feet; thence S17°-49'-58"W, 50.00 feet; thence S06°-31'-22"W, 152.97 feet; thence S17°-49'-58"W, 12.35 feet to the south line of the North 1/2 of the South 1/2 of the NW 1/4 of said Section 16; thence N87°-18'-30"W, 1447.85 feet to the east right-of-way line of Interstate Highway "43", said point being on the arc of a curve to the left, having its radius point bearing westerly, 22,981.28 feet; thence northerly 486.76 feet along the arc of said curve, the long chord of which bears N00°-50'-16"E, 486.75 feet to the end of said curve; thence N09°-13'-52"E, along said east right-of-way line, 1512.67 feet to the Point of Beginning and the end of this description.

Containing 93.872 acres of land, 87.803 acres of which is exclusive of road right-of-way.

Description by: Michael J. Gonnering, AECOM
Technical Services, Inc.
November 08, 2017

DETAIL



AECOM
2985 S. RIDGE ROAD
SUITE B
GREEN BAY, WI 54304
920-468-1798



II

4.6

R. O. No. 233 17 - 18. By CITY CLERK. November 20, 2017.

Submitting a communication from Axley Brynelson, LLP, on behalf of Wilson Land Holdings, LLC, along with a Petition for Direct Annexation by Unanimous Approval.

City Plan

City Clerk



AXLEY BRYNELSON, LLP

• • • • •

GREGORY C. COLLINS
gcollins@axley.com
608.283.6749

November 14, 2017

FEDERAL EXPRESS

The Honorable City Council of the City of Sheboygan
c/o City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Re: Wilson Land Holdings, LLC
Our File: 9664.68710

Dear Clerk:

Please be advised that we represent Wilson Land Holdings, LLC, James Zemezouak and Kevin Dretzka (the "**Owners**"). On behalf of the Owners, we are filing a "Petition for Direct Annexation by Unanimous Approval." The Petition is being filed pursuant to Sec. 66.0217(2), Wis. Stats.

If you have any questions, please advise.

Sincerely,

AXLEY BRYNELSON, LLP



Gregory C. Collins

GCC:mah

Enclosure

F:\EA\FDATA\9664\68710\02433257.DOC

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL


TO: The Honorable City Council of the City of Sheboygan
c/o City Clerk
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Wilson Land Holdings, LLC, James Zemezouak, and Kevin Dretzka (collectively, the "**Petitioners**") hereby respectfully petition the City Council of the City of Sheboygan, Sheboygan County, Wisconsin, pursuant to §66.0217(2) of the Wisconsin Statutes, for the direct annexation to the City of Sheboygan, Sheboygan County, Wisconsin (the "**City**"), and the detachment from the Town of Wilson, Sheboygan County, Wisconsin (the "**Town**"), of the territory described in the attached Exhibit A (the "**Territory**").

In support of this petition, the Petitioners allege and represent the following:

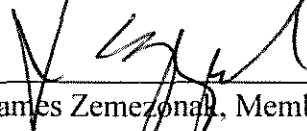
1. The Petitioners are the owners of all the land within the Territory.
2. There are no electors residing in the Territory and the population of the Territory is zero.
3. The purpose of this petition for direct annexation of the Territory to the City is to obtain the benefits to be derived from owning land located within the limits of the City, including, but not limited to having access to municipal services. The Petitioners believe it to be in their own best interests and the best interests of the affected communities to have the Territory annexed to the City.
4. The Territory is contiguous to the City.
5. The legal description of the Territory is as set forth on Exhibit A, and a scale map which reasonably shows the boundaries of the Territory is attached to this Petition as Exhibit B.
6. The filing of this Petition was duly authorized by the undersigned, and may be signed in counterparts, which when taken together shall have the same effect as if all signatures appeared on a single instrument.

Dated: November 14, 2017.

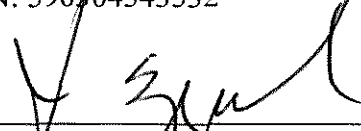
ELECTORS	OWNERS
None.	Stahl Road Sheboygan, WI 53081 PIN: 59030458974 PIN: 59030458975 PIN: 59030458976 PIN: 59030459071 WILSON LAND HOLDINGS, LLC By:  James Zemezouak, Member

South Business Drive
Sheboygan, WI 53081
PIN: 59030459142
PIN: 59030459145

WILSON LAND HOLDINGS, LLC

By: 
James Zemezouak, Member

No Street Address
PIN: 590304543532


James Zemezouak



Kevin Dretzka

EXHIBIT A

Legal Description

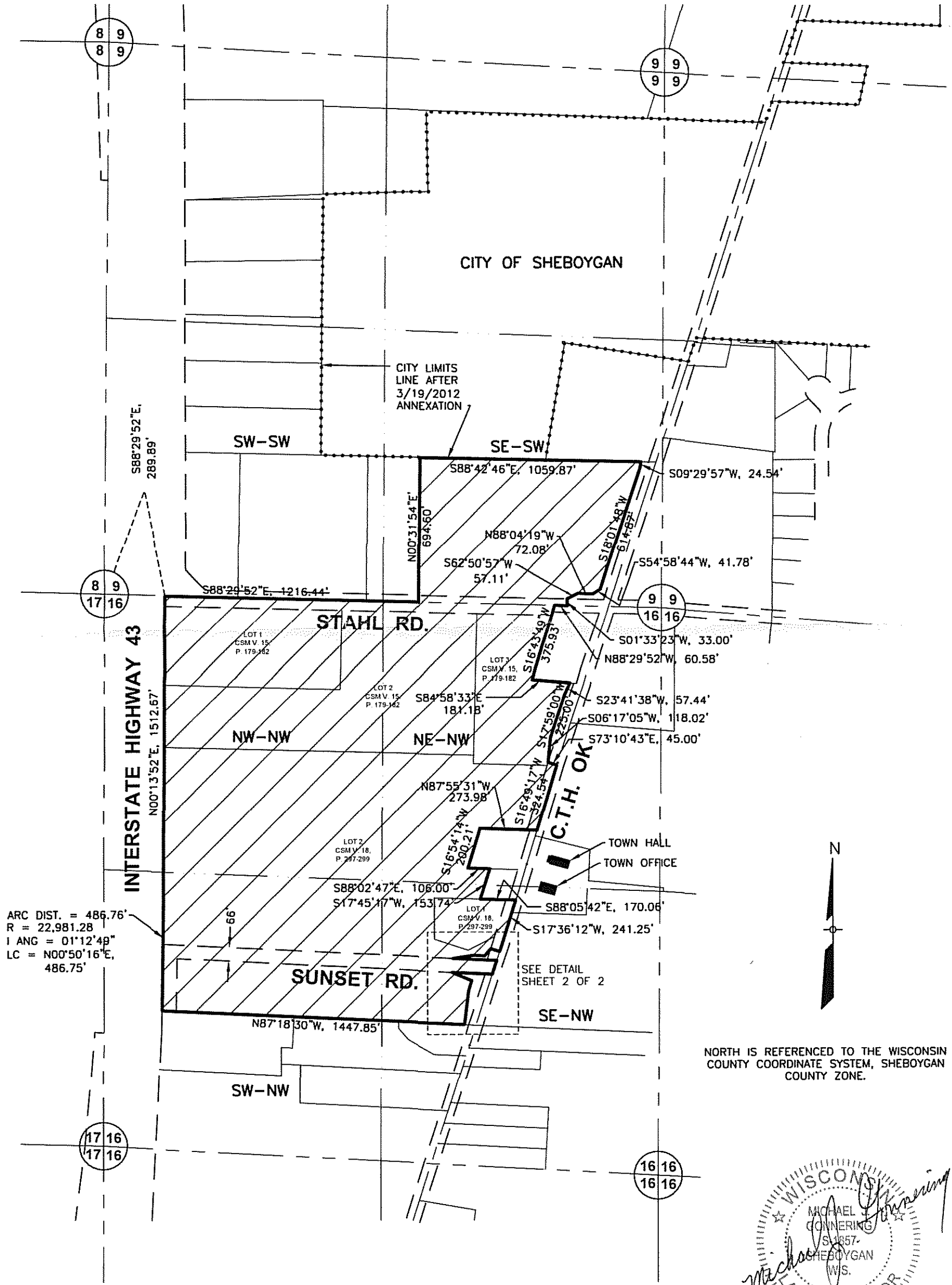
Part of the SE 1/4 of the SW 1/4 of Section 9, part of the NE 1/4 of the NW 1/4 of Section 16, part of the NW 1/4 of the NW 1/4 of Section 16, part of the SW 1/4 of the NW 1/4 of Section 16, and part of the SE 1/4 of the NW 1/4 of Section 16, all in Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin, being more particularly described as:

Commencing at the northwest corner of said Section 16; thence S88°29'52"E, along the north line of the NW 1/4 of said Section 16, 289.89 feet to the Point of Beginning of this description; thence continuing S88°29'52"E, along said north line of the NW 1/4, 1216.44 feet; thence N00°31'54"E, 694.60 feet to the north line of the South 1/2 of the South 1/2 of the SW 1/4 of said Section 9; thence S88°42'46"E, along said north line, 1059 feet; thence S09°29'57"W, 24.54 feet; thence S18°01'48"W, 614.87 feet; thence S54°58'44"W, 41.78 feet; thence N88°04'19"W, 72.08 feet; thence S62°50'57"W, 57.11 feet to the north right-of-way line of Stahl Road; thence S01°33'23"W, 33.00 feet to the north line of the NW 1/4 of said Section 16; thence N88°29'52"W, along said north line, 60.58 feet to the northeast corner of Lot 3 of a Certified Survey Map in Volume 15 of Certified Survey Maps, Pages 179-182; thence S16°43'49"W, along the east line of said Lot 3, 375.93 feet to an angle point; thence S84°58'33"E, 181.18 feet; thence S23°41'38"W, 57.44 feet; thence S17°59'00"W, 225.00 feet; thence S06°17'05"W, 118.02 feet to the west right-of-way line of C.T.H. "OK"; thence S73°10'43"E, 45.00 feet to the centerline of C.T.H. "OK"; thence S16°49'17"W, along said centerline, 324.54 feet; thence N87°55'31"W, 273.98 feet; thence S16°54'14"W, 200.21 feet; thence S88°02'47"E, 106.00 feet; thence S17°45'17"W, 153.74 feet; thence S88°05'42"E, 170.06 feet to the centerline of C.T.H. "OK"; thence S17°36'12"W, along said centerline, 241.25 feet to an angle point in said centerline; thence S17°52'15"W, along said centerline, 16.95 feet; thence N72°07'45"W, 45.00 feet to the west right-of-way line of C.T.H. "OK"; thence S41°01'34"W, 46.00 feet; thence N86°31'36"W, 50.00 feet; thence S81°13'58"W, 102.33 feet to the north right-of-way line of Sunset Road; to the centerline of C.T.H. "OK"; thence S87°06'13"E, along said right-of-way line 210.12 feet to the centerline of C.T.H. "OK"; thence S17°52'15"W, along said centerline, 68.18 feet; thence N87°06'13"W, 192.15 feet along the south right-of-way line of Sunset Road; thence S66°10'51"W, 101.19 feet; thence S17°49'58"W, 50.00 feet; thence S06°31'22"W, 152.97 feet; thence S17°49'58"W, 12.35 feet to the south line of the North 1/2 of the South 1/2 of the NW 1/4 of said Section 16; thence N87°18'30"W, 1447.85 feet to the east right-of-way line of Interstate Highway "43", said point being on the arc of a curve to the left, having its radius point bearing westerly, 22,981.28 feet; thence northerly 486.76 feet along the arc of said curve, the long chord of which bears N00°50'16"E, 486.75 feet to the end of said curve; thence N00°13'52"E, along said east right-of-way line, 1512.67 feet to the Point of Beginning and the end of this description.

Containing 93.872 acres of land, 87.803 acres of which is exclusive of road right-of-way.

PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

PARTS OF SECTIONS 9 & 16, T.14N., R.23E.
TOWN OF WILSON, SHEBOYGAN COUNTY, WI
NOVEMBER, 2017

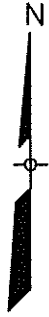


ARC DIST. = 486.76'
R = 22,981.28
I ANG = $01^{\circ}12'49''$
LC = $N00^{\circ}50'16''E$,
486.75'

WISCONSIN
MICHAEL CONNERING
S1857-
SHEBOYGAN
WI.
LAND SURVEYOR

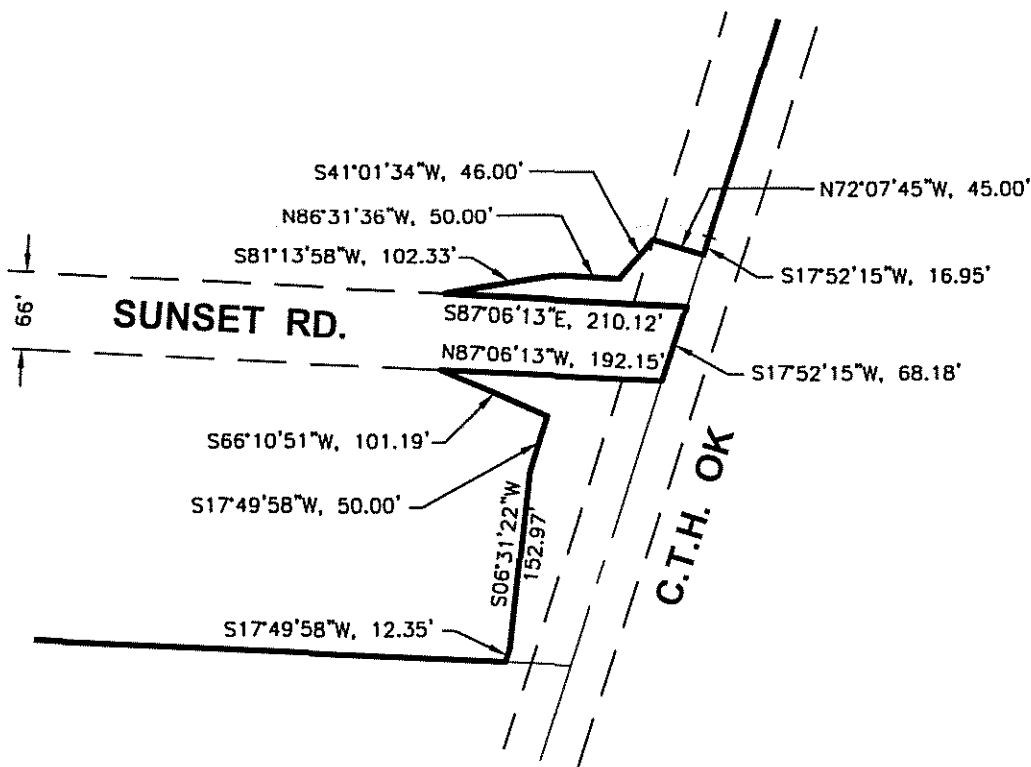
PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

PARTS OF SECTIONS 9 & 16, T.14N., R.23E.
TOWN OF WILSON, SHEBOYGAN COUNTY, WI
NOVEMBER, 2017



NORTH IS REFERENCED TO THE WISCONSIN
COUNTY COORDINATE SYSTEM, SHEBOYGAN
COUNTY ZONE.

DETAIL



DESCRIPTION OF PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

Part of the SE 1/4 of the SW 1/4 of Section 9,
part of the NE 1/4 of the NW 1/4 of Section 16,
part of the NW 1/4 of the NW 1/4 of Section 16,
part of the SW 1/4 of the NW 1/4 of Section 16,
and part of the SE 1/4 of the NW 1/4 of Section 16,
all in Township 14 North, Range 23 East, Town of Wilson,
Sheboygan County, Wisconsin, being more particularly
described as:

Commencing at the northwest corner of said Section 16;
thence S88°-29'-52"E, along the north line of the NW 1/4 of
said Section 16, 289.89 feet to the Point of Beginning of this
description;
thence continuing S88°-29'-52"E, along said north line of the
NW 1/4, 1216.44 feet;
thence N00°-31'-54"E, 694.60 feet to the north line of the
South 1/2 of the South 1/2 of the SW 1/4 of said Section 9;
thence S88°-42'-46"E, along said north line, 1059.87 feet;
thence S09°-29'-57"W, 24.54 feet;
thence S18°-01'-48"W, 614.87 feet;
thence S54°-58'-44"W, 41.78 feet;
thence N88°-04'-19"W, 72.08 feet;
thence S62°-50'-57"W, 57.11 feet to the north right-of-way
line of Stahl Road;
thence S01°-33'-23"W, 33.00 feet to the north line of the NW
1/4 of said Section 16;
thence N88°-29'-52"W, along said north line, 60.58 feet to
the northeast corner of Lot 3 of a Certified Survey Map in
Volume 15 of Certified Survey Maps, Pages 179-182;
thence S16°-43'-49"W, along the east line of said Lot 3,
375.93 feet to an angle point;
thence S84°-58'-33"E, 181.18 feet;
thence S23°-41'-38"W, 57.44 feet;
thence S17°-59'-00"W, 225.00 feet;
thence S06°-17'-05"W, 118.02 feet to the west right-of-way
line of C.T.H. "OK";
thence S73°-10'-43"E, 45.00 feet to the centerline of C.T.H.
"OK";
thence S16°-49'-17"W, along said centerline, 324.54 feet;
thence N87°-55'-31"W, 273.98 feet;
thence S16°-54'-14"W, 200.21 feet;
thence S88°-02'-47"E, 106.00 feet;
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thence S88°-05'-42"E, 170.06 feet to the centerline of C.T.H.
"OK";
thence S17°-36'-12"W, along said centerline, 241.25 feet to
an angle point in said centerline;
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line of C.T.H. "OK";
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thence S81°-13'-58"W, 102.33 feet to the north right-of-way
line of Sunset Road;
thence S87°-06'-13"E, along said right-of-way line 210.12
feet to the centerline of C.T.H. "OK";
thence S17°-52'-15"W, along said centerline, 68.18 feet;
thence N87°-06'-13"W, 192.15 feet along the south
right-of-way line of Sunset Road;
thence S66°-10'-51"W, 101.19 feet;
thence S17°-49'-58"W, 50.00 feet;
thence S06°-31'-22"W, 152.97 feet;
thence S17°-49'-58"W, 12.35 feet to the south line of the
North 1/2 of the South 1/2 of the NW 1/4 of said Section 16;
thence N87°-18'-30"W, 1447.85 feet to the east right-of-way
line of Interstate Highway "43", said point being on the arc
of a curve to the left, having its radius point bearing westerly,
22,981.28 feet;
thence northerly 486.76 feet along the arc of said curve, the
long chord of which bears N00°-50'-16"E, 486.75 feet to the
end of said curve;
thence N00°-13'-52"E, along said east right-of-way line,
1512.67 feet to the Point of Beginning and the end of this
description.
Containing 93.872 acres of land, 87.803 acres of which is
exclusive of road right-of-way.

Description by: Michael J. Gonnering, AECOM
Technical Services, Inc.
November 08, 2017



2985 S. RIDGE ROAD
SUITE B
GREEN BAY, WI 54304
920-468-1798

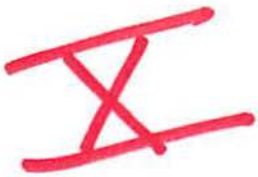
II

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

Your Commission to whom was referred Gen. Ord. No. 28-17-18 by Alderperson Holzschuh and Schneider and R. O. No. 232-17-18 by 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); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 28, 2017, and after due consideration, recommends approval of the General Ordinance and RO.

ref

DIRECTOR OF PLANNING & DEVELOPMENT



7.4

Gen. Ord. No. 28 - 17 - 18. By Alderpersons Holzschuh and Schneider.
November 20, 2017.

AN ORDINANCE annexing territory from the Town of Wilson to the City of Sheboygan situated in the vicinity east of Racetrack Road and north of Stahl Road (Parcels 59030454501, 59030454502 and 59030454503).

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

Section 1. In accordance with §66.0217 of the Wisconsin Statutes and a petition for direct annexation filed with the City Clerk on the 16th day of November, 2017, signed by the owners of the real property in the area in which no electors reside, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan:

EXHIBIT A
LEGAL DESCRIPTIONS OF THE PROPERTY

Parcel A:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows: Lot 1, of a Certified Survey Map recorded on September 18, 2000, in Volume 17 of Certified Survey Maps, page 81/3, being part of the Northwest ¼ of the Southwest ¼ and the Southwest ¼ of the Southwest ¼, Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

Parcel B:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows: Lot 2, of a Certified Survey Map recorded on September 18, 2000, Volume 17 of Certified Survey Maps, pages 81/3, being part of the Northwest ¼ of the Southwest ¼ and the Southwest ¼ of the Southwest ¼, Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

Parcel C:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows: Lot 3, of a Certified Survey Map recorded on September 18, 2000, Volume 17 of Certified Survey Maps, page 81/3, being part of the Northwest ¼ of the

City Plan


Southwest ¼ and the Southwest ¼ of the Southwest ¼, Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

Section 2. 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 in such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of said lands as SC Suburban Commercial.

Section 4. The territory described in Section 1 of this ordinance is hereby made a part of the 36th Ward, 10th Aldermanic District, of the City of Sheboygan.

Section 5. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its enactment.



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 TO THE CITY OF SHEBOYGAN

PARCEL DESCRIPTIONS

Lot 1

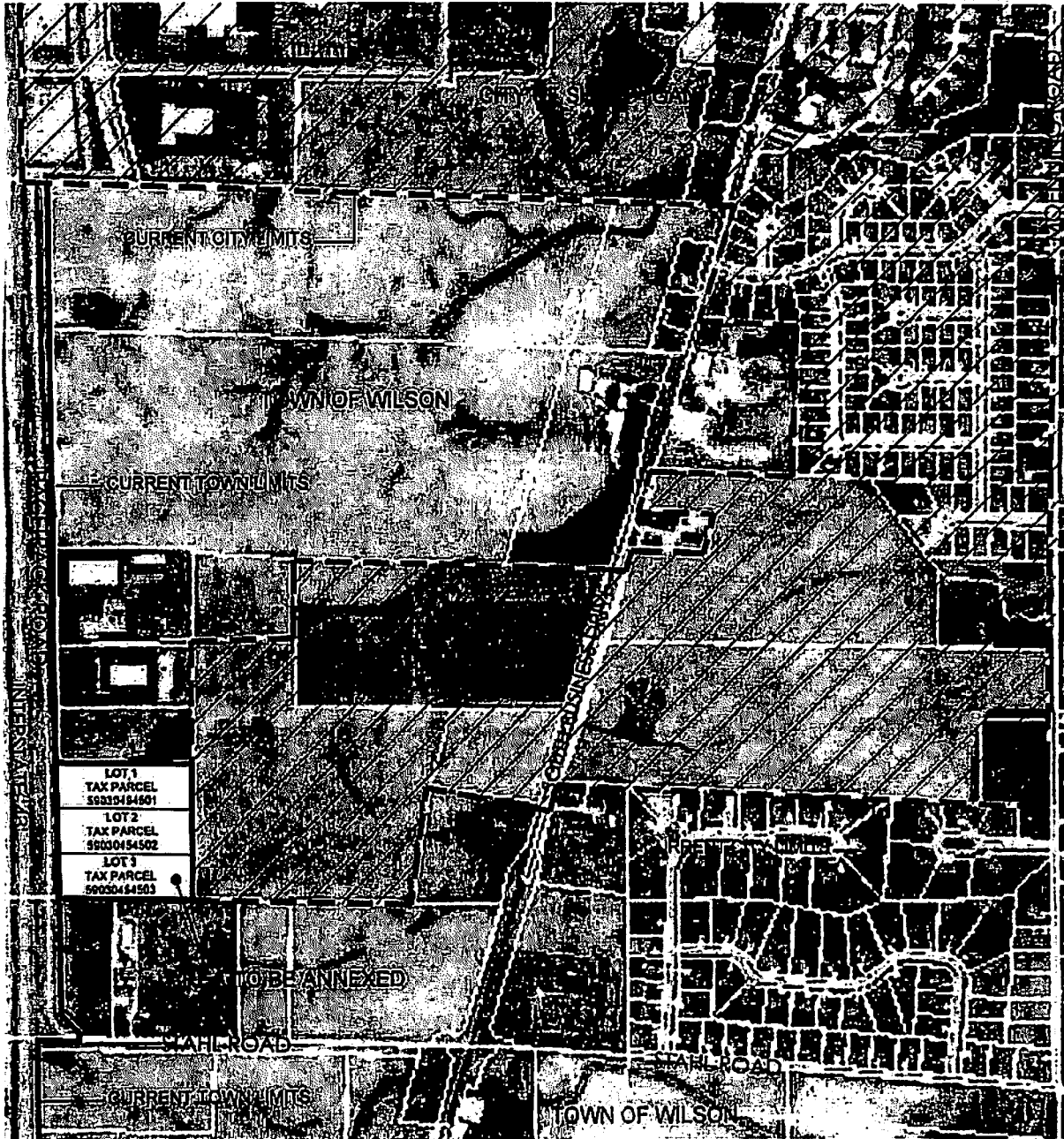
Commencing at the NW corner of Lot 1 of a Certified Survey Maps, Volume 17, Page 81, Document No. 157941, thence S 88° 33' 20" E, 653.12 feet, thence S 00° 35' 04" W, 220.88 feet, thence N 88° 33' 20" W, 650.87 feet, thence Northerly 220.93 feet on a 49,330.69 foot radius curve to the left, the chord of which bears N 00° 00' 06" E, 220.93 feet to the point of beginning and being a part of the Southwest 1/4 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin. The parcel contains 3.31 acres.

Lot 2

Commencing at the NW corner of Lot 2 of a Certified Survey Maps, Volume 17, Page 82, Document No. 157941, thence S 88° 33' 20" E, 650.87 feet, thence S 00° 35' 04" W, 220.88 feet, thence N 88° 33' 20" W, 649.81 feet, thence Northerly 220.90 feet on a 49,330.69 foot radius curve to the left, the chord of which bears N 00° 00' 06" E, 220.90 feet to the point of beginning and being a part of the Southwest 1/4 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin. The parcel contains 3.29 acres.

Lot 3

Commencing at the NW corner of Lot 3 of a Certified Survey Maps, Volume 17, Page 82, Document No. 157941, thence S 88° 33' 20" E, 649.61 feet, thence S 00° 35' 04" W, 220.88 feet, thence N 88° 35' 59" W, 647.28 feet, thence N 00° 16' 35" E, 189.87 feet, thence Northerly 31.55 feet on a 49,330.69 foot radius curve to the left, the chord of which bears N 00° 00' 06" E, 31.55 feet to the point of beginning and being a part of the Southwest 1/4 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin. The parcel contains 3.28 acres.



Scale in feet
1" = 500'



EXHIBIT A

LEGAL DESCRIPTIONS OF THE PROPERTY

Parcel A:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows:

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Parcel B:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows:

Lot 2, of a Certified Survey Map recorded on September 18, 2000, Volume 17 of Certified Survey Maps, pages 81/3, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

Parcel C:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows:

Lot 3, of a Certified Survey Map recorded on September 18, 2000, Volume 17 of Certified Survey Maps, page 81/3, being part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 9, Town 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin.

III

4.2

R. O. No. 232 17 - 18. By CITY CLERK. November 20, 2017.

Submitting a petition for Direct Annexation By Unanimous Approval from Brian J. Bruggink and Julie K. Bruggink Living Trust (3 parcels - Racetrack Road).

City Plan

City Clerk

**PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL
 BY OWNERS OF ALL REAL PROPERTY IN TERRITORY
 PURSUANT TO SECTION 66.0217(2), WISCONSIN STATUTES**

We, the undersigned, pursuant to Section 66.0217(2) of the Wisconsin Statutes, being the owners of all of the real property in the territory described on Exhibit A, attached hereto, and shown on the scale map attached hereto as Exhibit B, which territory is in the Town of Wilson, Sheboygan County, Wisconsin, and lies contiguous to the City of Sheboygan, Sheboygan County, Wisconsin, respectively petition the City Council of the City of Sheboygan to annex said territory to the City of Sheboygan, Sheboygan County, Wisconsin.

The number of electors residing in said territory is zero (0). In accordance with the definition of "population" in Section 66.0217(5) of the Wisconsin Statutes, the current population of said territory by number is zero (0).

We the undersigned, elect that this annexation shall take effect to the full extent consistent with the outstanding priorities of other annexation, incorporation, or consolidation petitions, if any.

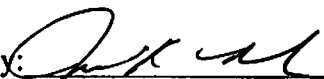
Signature of Petitioner*	Address of Petitioner	Date of Signing	Owner and/or Elector
Brian J. Bruggink and Julie K. Bruggink Living Trust date May 8, 2013	W2275 De Master Rd Oostburg, WI 53070	11/16/2017	Owner

*Signatures are on the following page

[SIGNATURE PAGE FOLLOWS]

BRIAN J. BRUGGINK AND JULIE K BRUGGINK LIVING TRUST DATED MAY 8, 2013

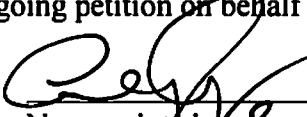
By: 
Brian J. Bruggink, Trustee

By: 
Julie K. Bruggink, Trustee

STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

This instrument was acknowledged before me on November 16, 2017, by Brian J. Bruggink, Trustee of Brian J. Bruggink and Julie K. Bruggink Living Trust Dated May 8, 2013, to me known to be the person who signed the foregoing petition on behalf of such entity.

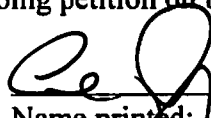
[Notarial Seal]


Name printed: Basil J. Buchko, Jr.
Notary Public, State of Wisconsin
Commission is permanent.

STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

This instrument was acknowledged before me on November 16, 2017, by Julie K. Bruggink, Trustee of Brian J. Bruggink and Julie K. Bruggink Living Trust Dated May 8, 2013, to me known to be the person who signed the foregoing petition on behalf of such entity.

[Notarial Seal]


Name printed: Basil J. Buchko, Jr.
Notary Public, State of Wisconsin
Commission is permanent.

1971-1972
1973-1974
1975-1976

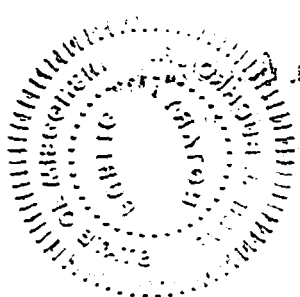
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2019-2020
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2025-2026
2027-2028
2029-2030



2025-2026
2027-2028
2029-2030



PROPOSED ANNEXATION TO THE CITY OF SHEBOYGAN

PARCEL DESCRIPTIONS

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Lot 2

Commencing at the NW corner of Lot 2 of a Certified Survey Maps, Volume 17, Page 82, Document No. 157941, thence S 88° 33' 20" E, 650.87 feet, thence S 00° 35' 04" W, 220.88 feet, thence N 88° 33' 20" W, 649.51 feet, thence Northerly 220.90 feet on a 49,330.69 foot radius curve to the left, the chord of which bears N 00° 00' 06" E, 220.90 feet to the point of beginning and being a part of the Southwest 1/4 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin. The parcel contains 3.29 acres.

Lot 3

Commencing at the NW corner of Lot 3 of a Certified Survey Maps, Volume 17, Page 82, Document No. 157941, thence S 88° 33' 20" E, 649.61 feet, thence S 00° 35' 04" W, 220.88 feet, thence N 88° 35' 56" W, 647.28 feet, thence N 00° 16' 35" E, 189.87 feet, thence Northerly 31.55 feet on a 49,330.69 foot radius curve to the left, the chord of which bears N 00° 00' 06" E, 31.55 feet to the point of beginning and being a part of the Southwest 1/4 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin. The parcel contains 3.28 acres.

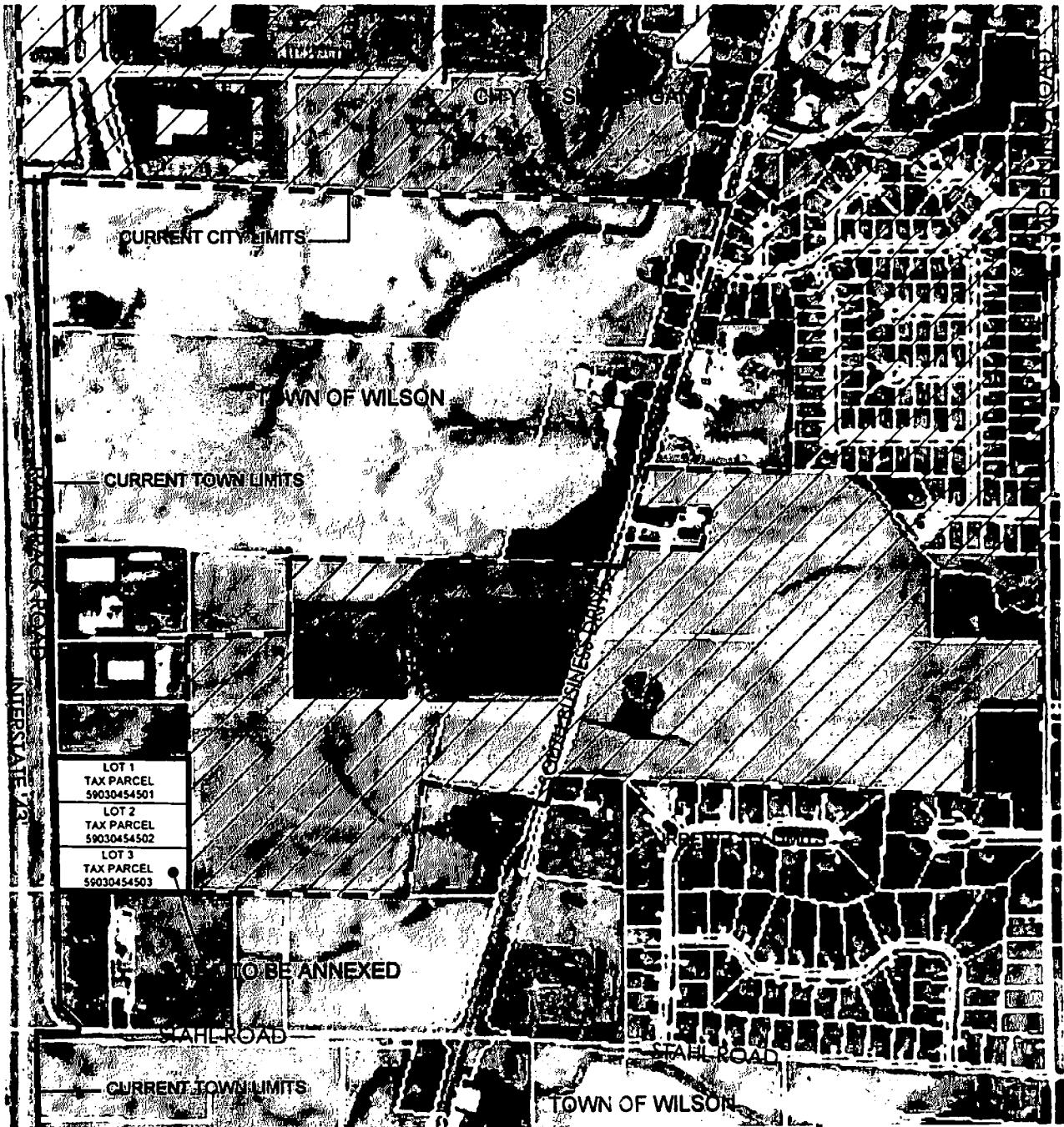


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Parcel C:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 14 North, Range 23 East, in the Town of Wilson, Sheboygan County, Wisconsin, more fully described as follows:

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Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison WI 53703
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview/>

Petitioner Information

Name: **BRIAN J BRUGGINK AND JULIE K BRUGGINK
LIVING TRUST DATED MAY 8, 2013**

Address: **W2275 DE MASTER RD**

OOSTBURG, WI 53070-1855

Email: **SALES@BRUGGINKS.COM**

Office use only:

1. Town where property is located: **WILSON**

2. Petitioned City or Village: **SHEBOYGAN**

3. County where property is located: **SHEBOYGAN**

4. Population of the territory to be annexed: **0**

5. Area (in acres) of the territory to be annexed: **9.88**

6. Tax parcel number(s) of territory to be annexed
(if the territory is part or all of an existing parcel): **59030454-
501,502,503**

Petitioners phone:

920-564-6555

Town clerk's phone:

920-208-2390

City/Village clerk's phone:

920-459-3361

Contact Information if different than petitioner:

Representative's Name and Address:
BASIL BUCHKO

W5073 COUNTY RD O

PLYMOUTH

WI, 53073

Phone: **920-892-6466**

E-mail: **BASIL@VHCARS.COM**

Surveyor or Engineering Firm's Name & Address:
JB SITE DESIGN & ENGINEERING, LLC

1129 KENTUCKY AVE

SHEBOYGAN

WI, 53081

Phone: **920-207-8977**

E-mail: **JBRONOSKI@JBSITEDESIGN.NET**

Required Items to be provided with submission (to be completed by petitioner):

- Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
- Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
- Signed Petition or Notice of Intent to Circulate is included
- Indicate Statutory annexation method used:
 - Unanimous per s. 66.0217 (2), or,
 - OR
 - Direct by one-half approval per s. 66.0217 (3)
- Check or money order covering review fee [see next page for fee calculation]

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$350 Initial Filing Fee (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$600 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

\$950 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: Department of Administration

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee received: _____

Payee: _____

Check Number: _____

Check Date: _____

Amount: _____

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON

PLANKVIEW GREEN DEVELOPMENT, LLC
P.O. BOX 494
PLYMOUTH, WI 53073

WELLS FARGO BANK
PLYMOUTH, WI 53073
79-1198/759

1477

11/16/2017

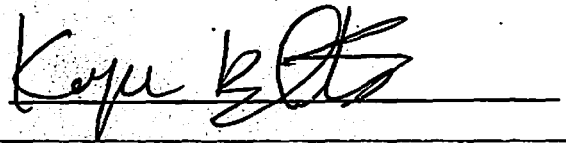
PAY TO THE ORDER OF WI Dept of Administration

\$ **950.00


Nine Hundred Fifty and 00/100*****

DOLLARS

WI Dept of Administration
Municipal Boundary Review
101 E. Wilson St, 9th Floor
Madison, WI 53703



Memo

Security features included. Details on back.  MP

⑈001477⑈ ⑆075911988⑆ 7348589248⑈

PLANKVIEW GREEN DEVELOPMENT, LLC

WI Dept of Administration
11000 - Accounts Receivable

11/16/2017

Filing Fee Bruggink Prop - on behalf of VH Prop of S

1477

950.00

Wells Fargo

950.00

II

R. O. No. _____ - 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.

Yes Over

II

R. O. No. - 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*

CITY CLERK



CLERK-TREASURER
920-459-3873

PUBLIC WORKS
920-459-3881

FAX: 920-459-5668

319 HIGHLAND DRIVE
KOHLER, WISCONSIN 53044
www.kohlerivillage.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

The Honorable Michael J. Vandersteen
November 28, 2017
Page 2 of 3

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)



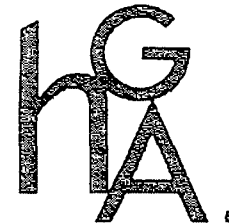
Aurora Health Care®

AURORA MEDICAL CENTER SHEBOYGAN COUNTY

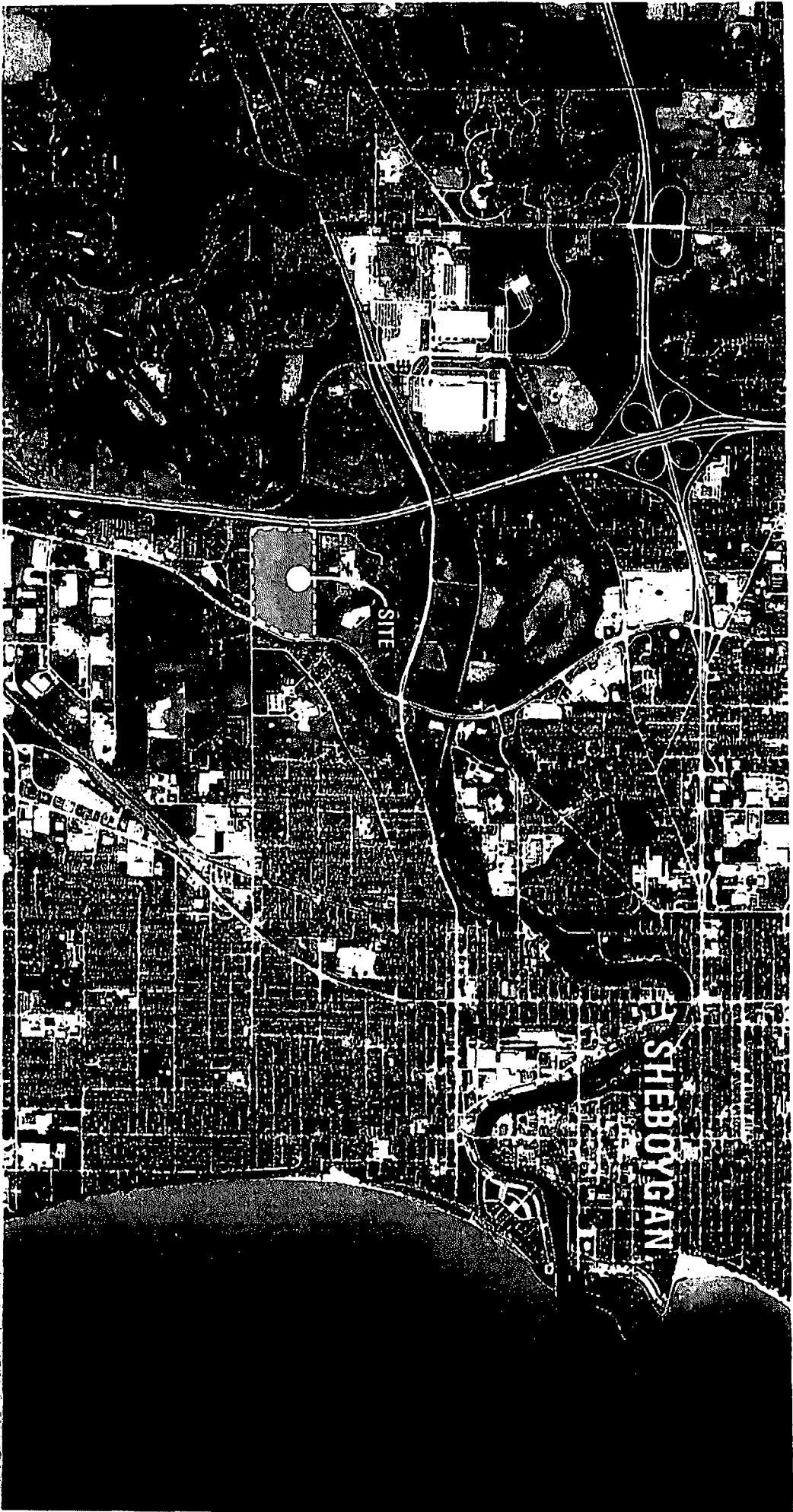
Village of Kohler Conceptual Submission
November 9, 2017

Project Team

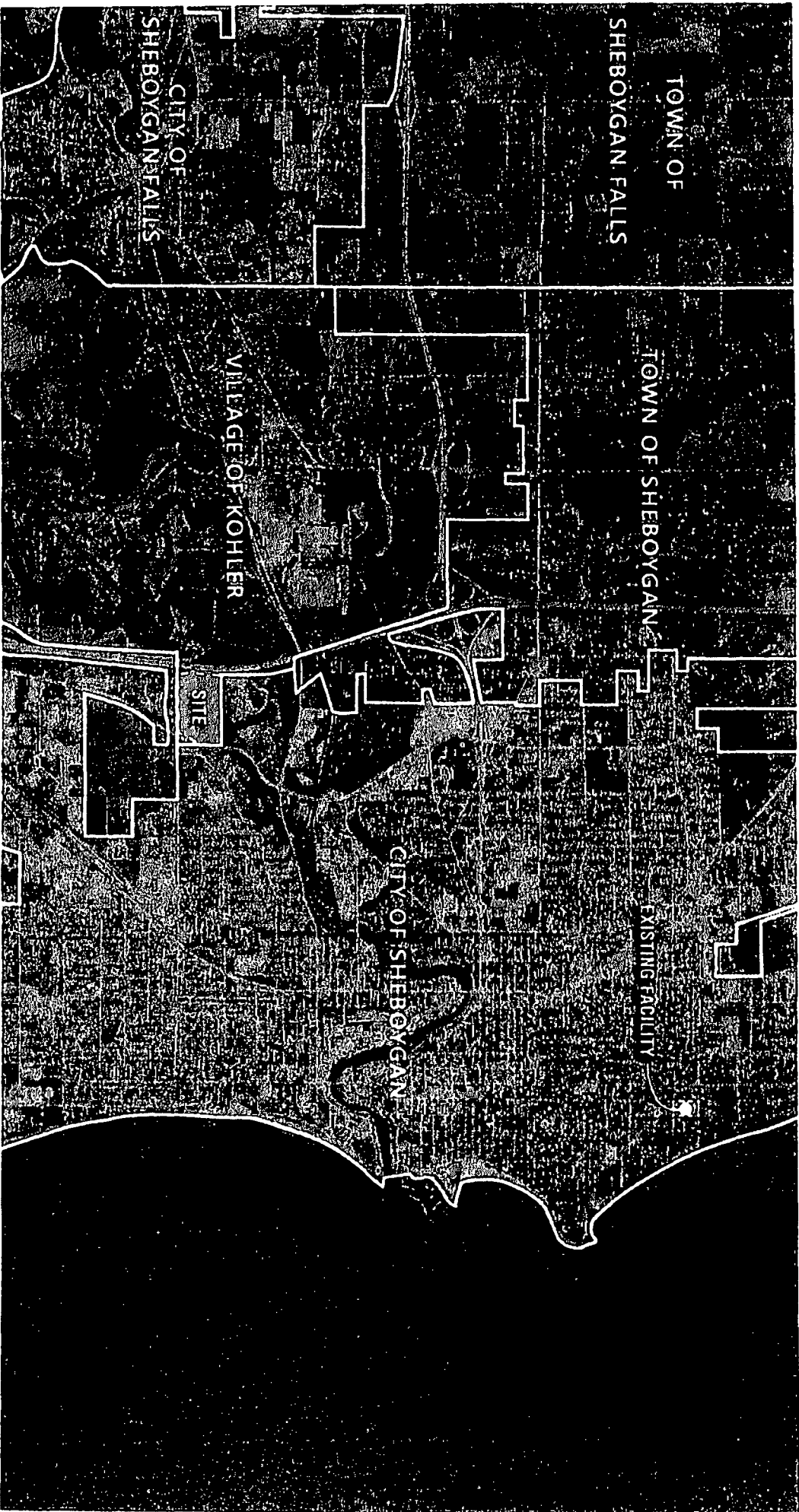
- ▶ Client: Aurora Health Care
- ▶ Design Builder: Mortenson Construction
- ▶ Architect and Engineer of Record: HGA
 - ▶ Civil Engineer: GRAEF



Existing Site Conditions

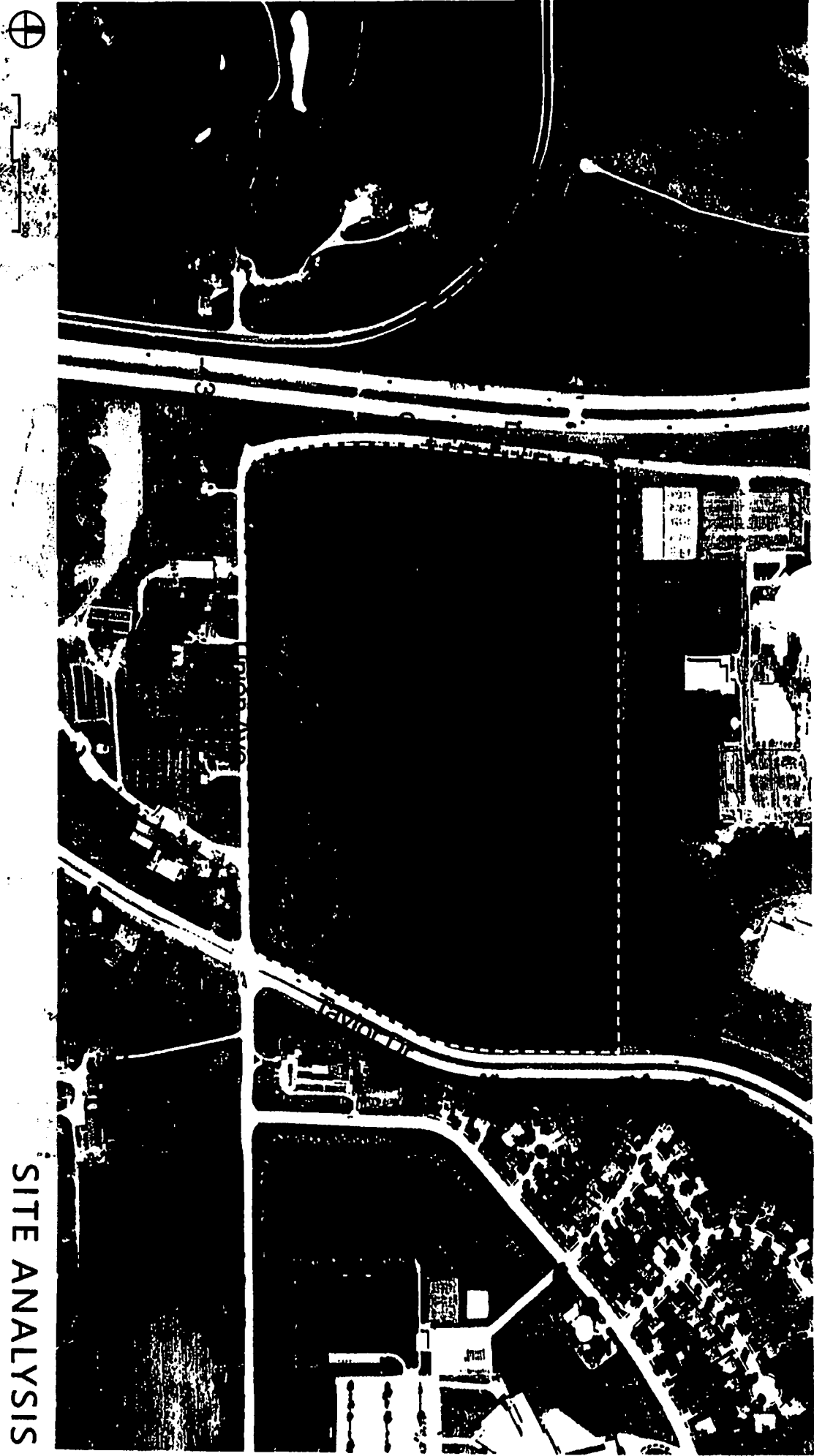


SITE ANALYSIS



ADJACENT MUNICIPALITIES SITE ANALYSIS



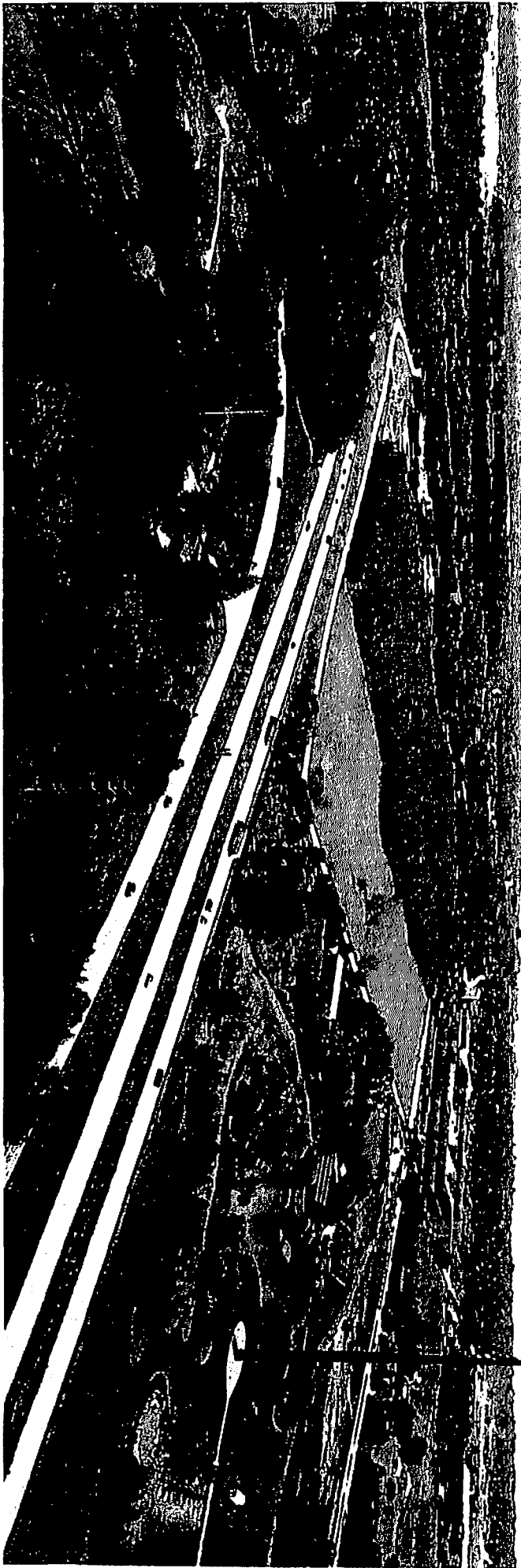


SITE ANALYSIS

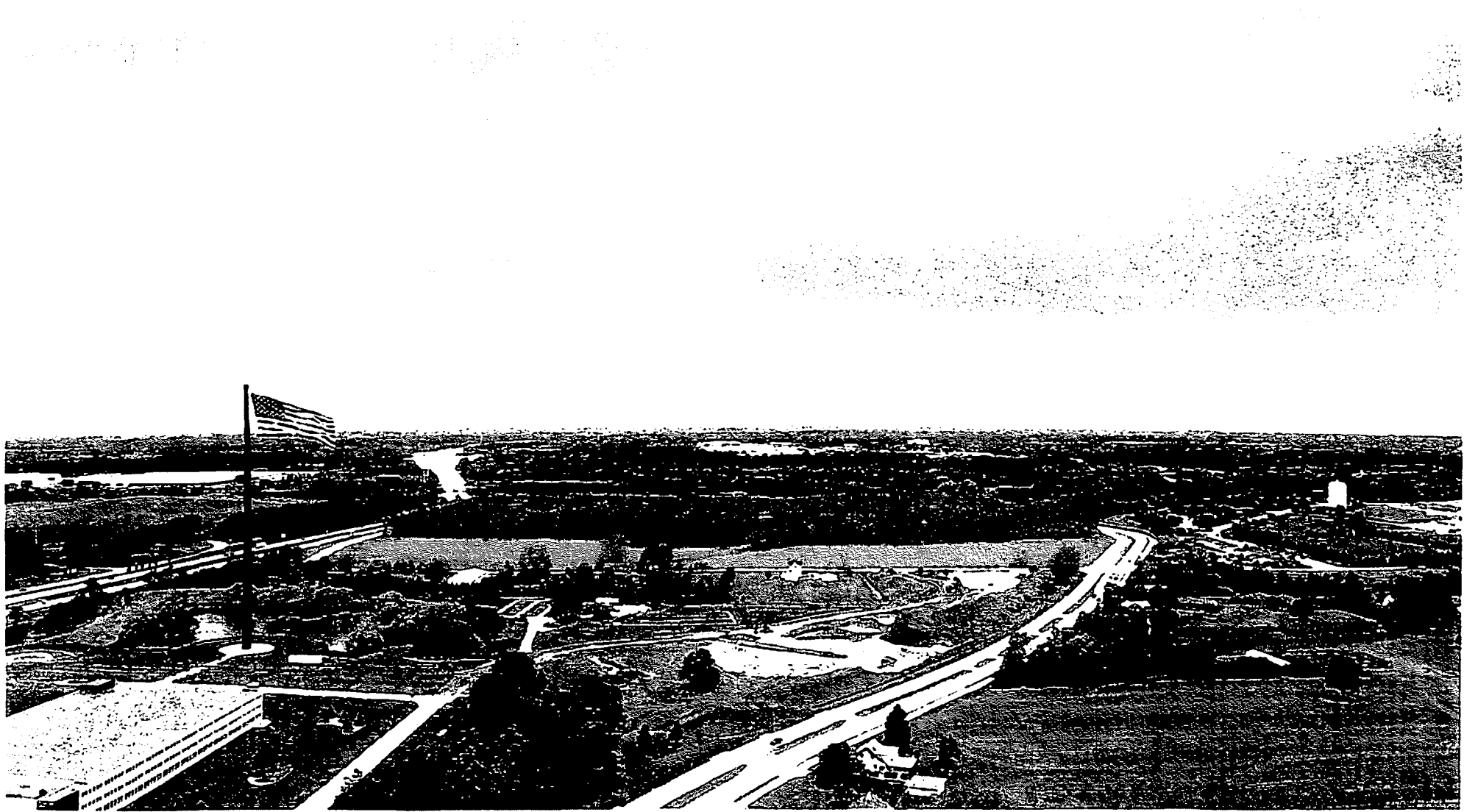


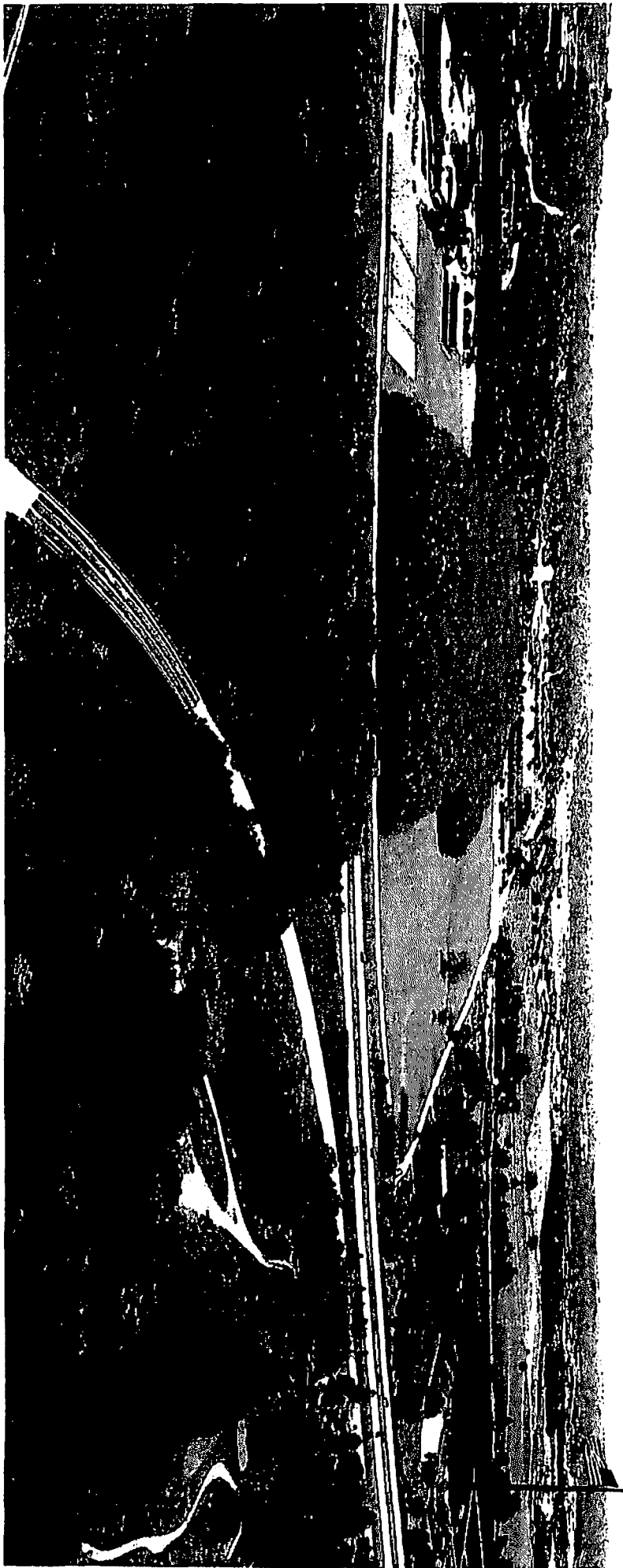
SITE CONDITIONS SITE ANALYSIS

Aerial Photos







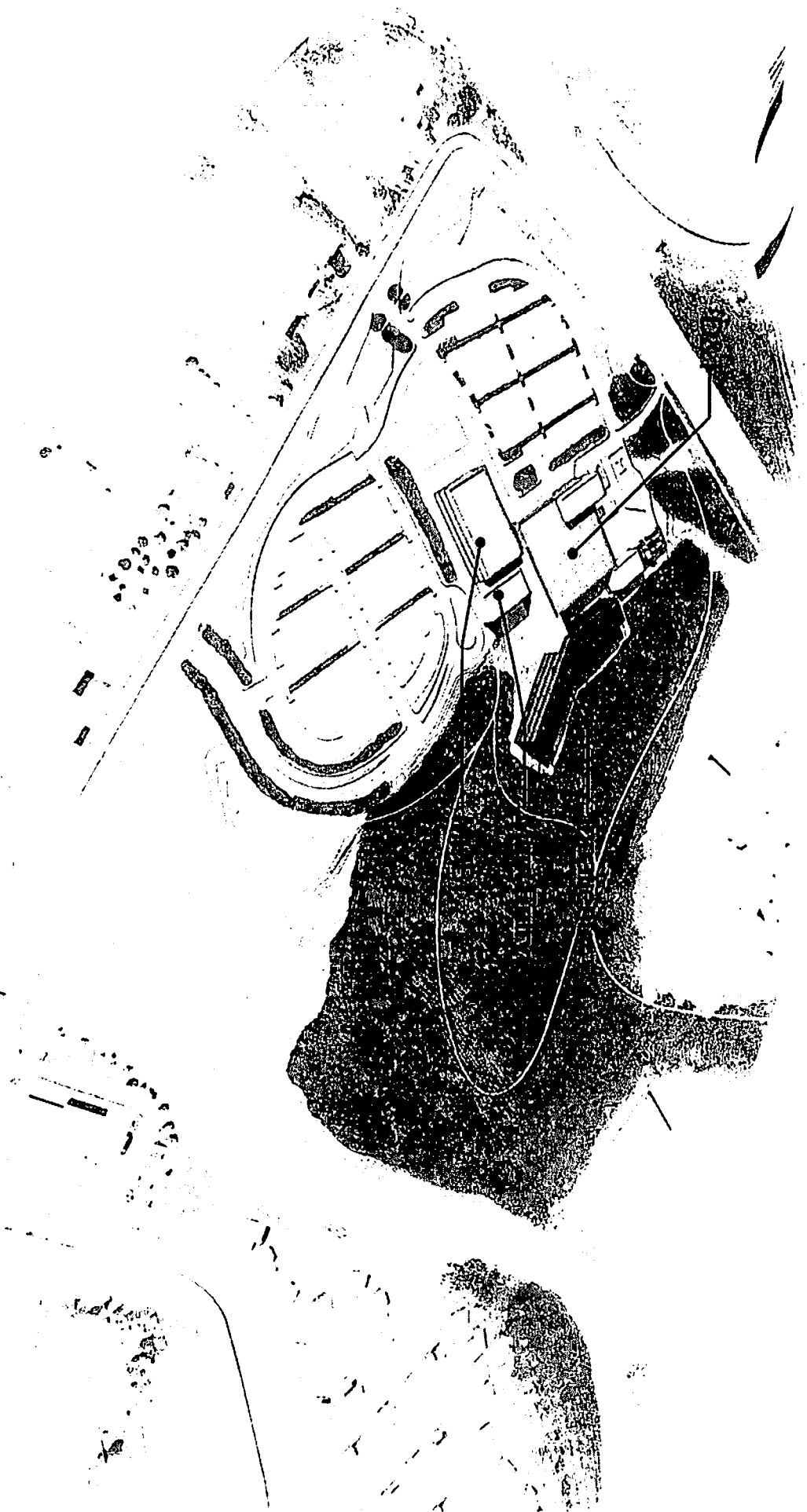




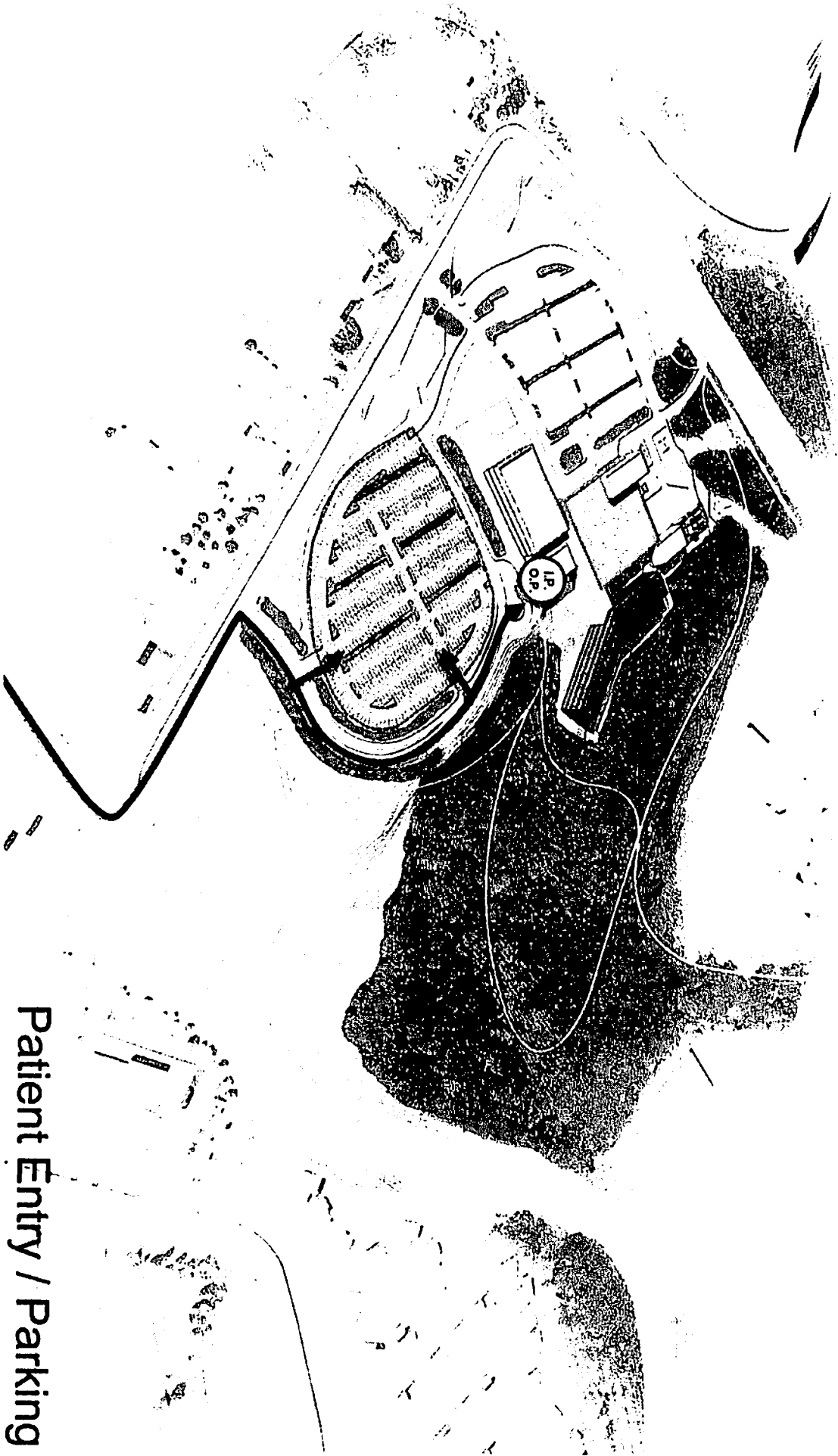
Site Plan Concept

10.17.17

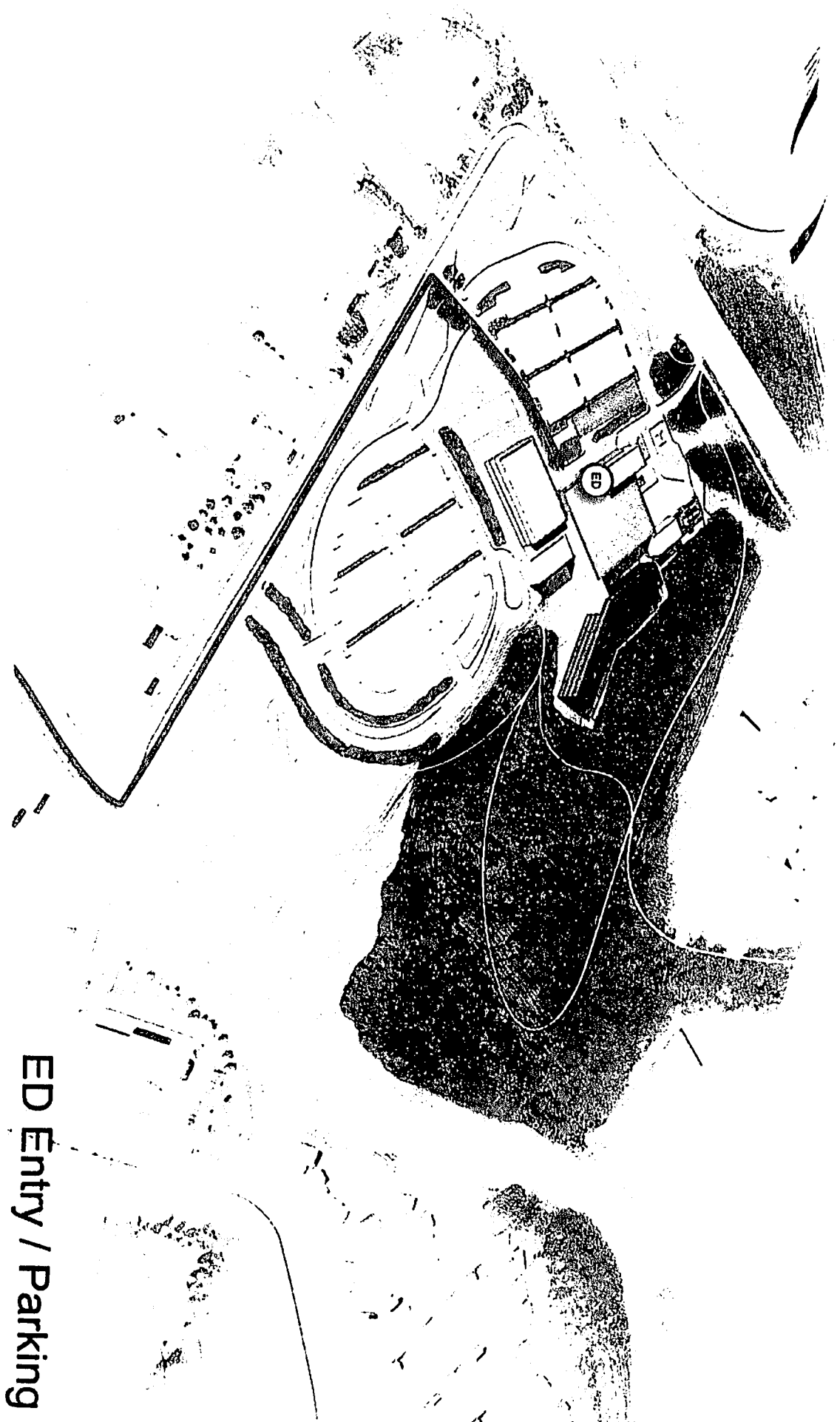
Current Site Plan



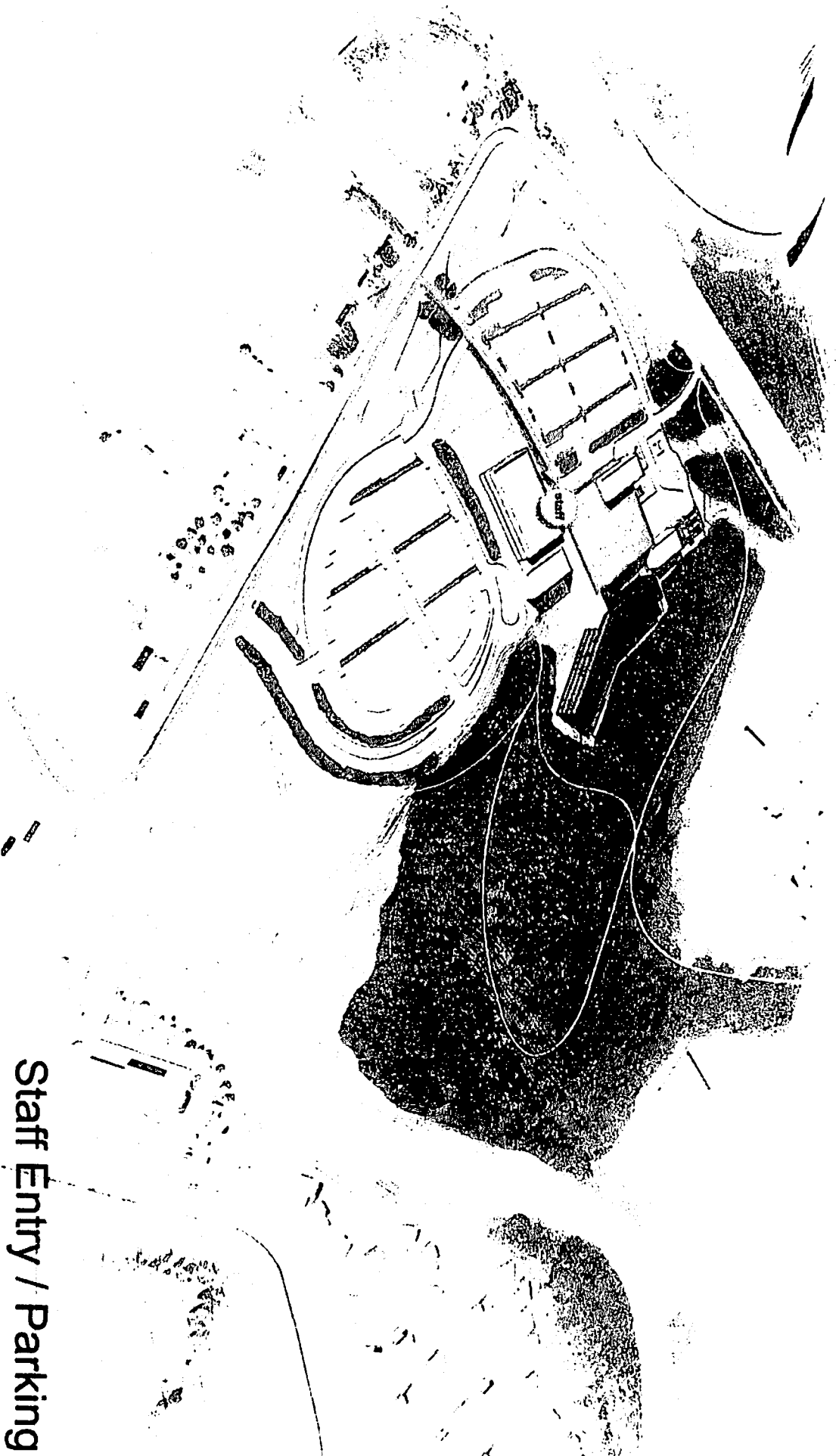
Circulation Diagrams



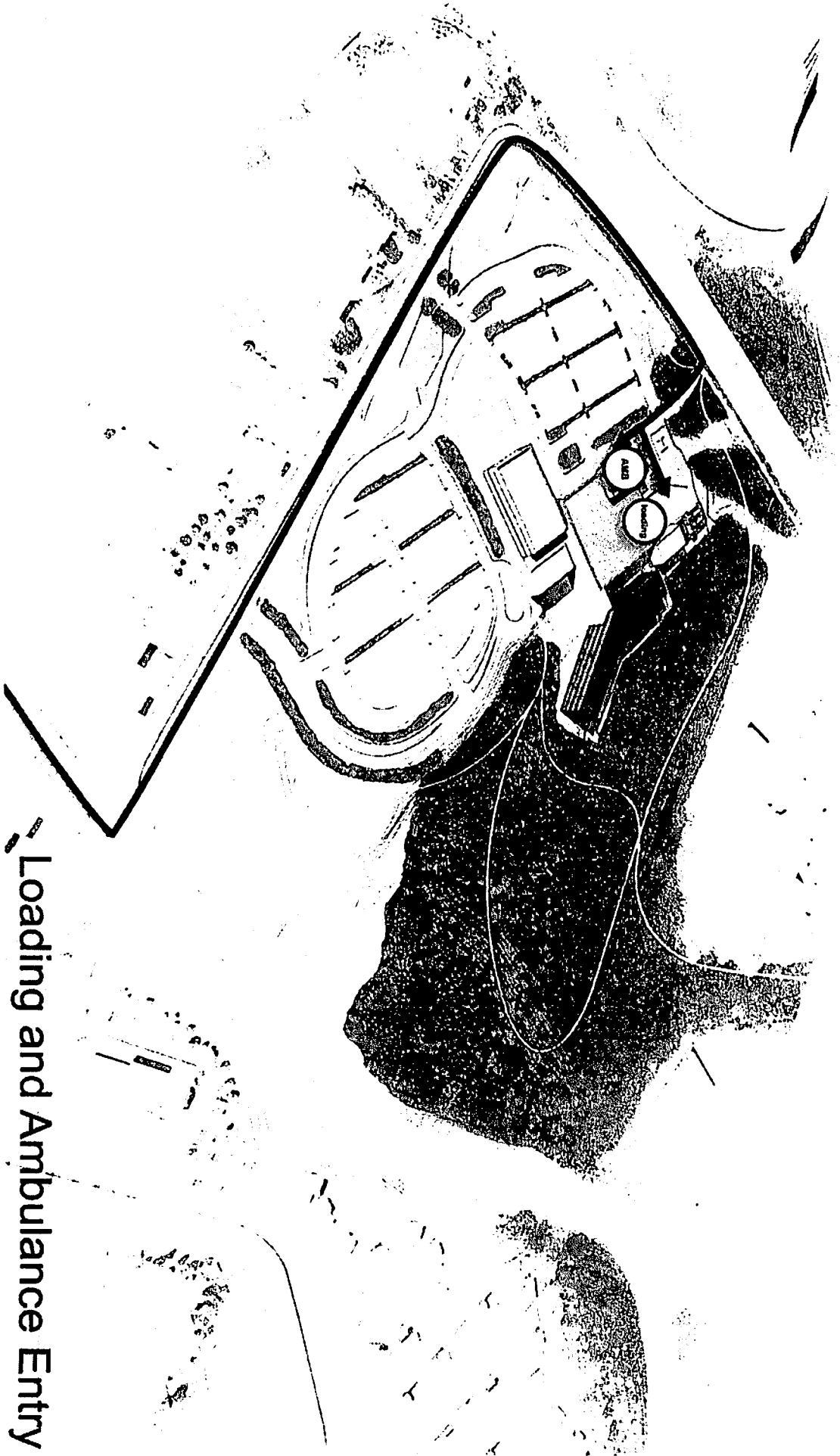
Patient Entry / Parking



ED Entry / Parking

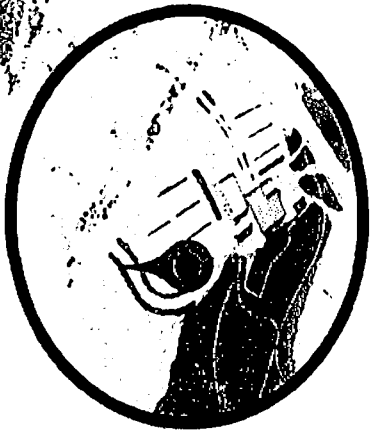


Staff Entry / Parking

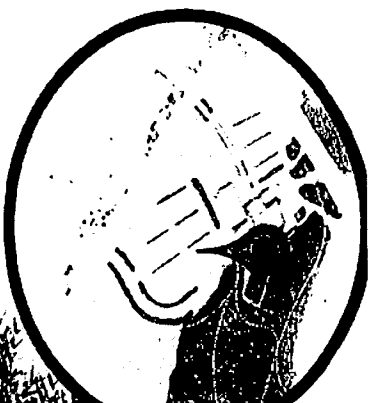


Loading and Ambulance Entry

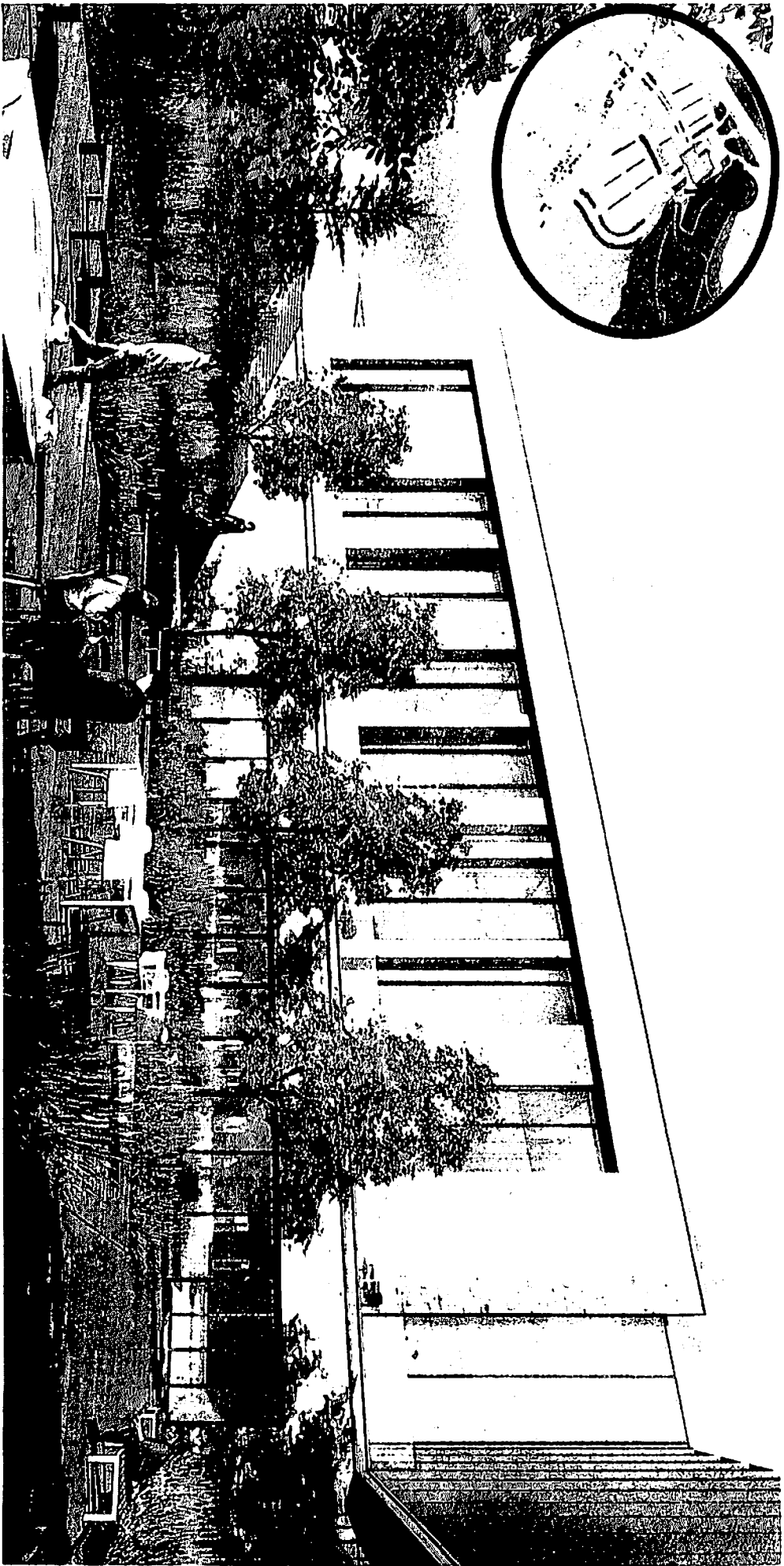
Exterior Renderings



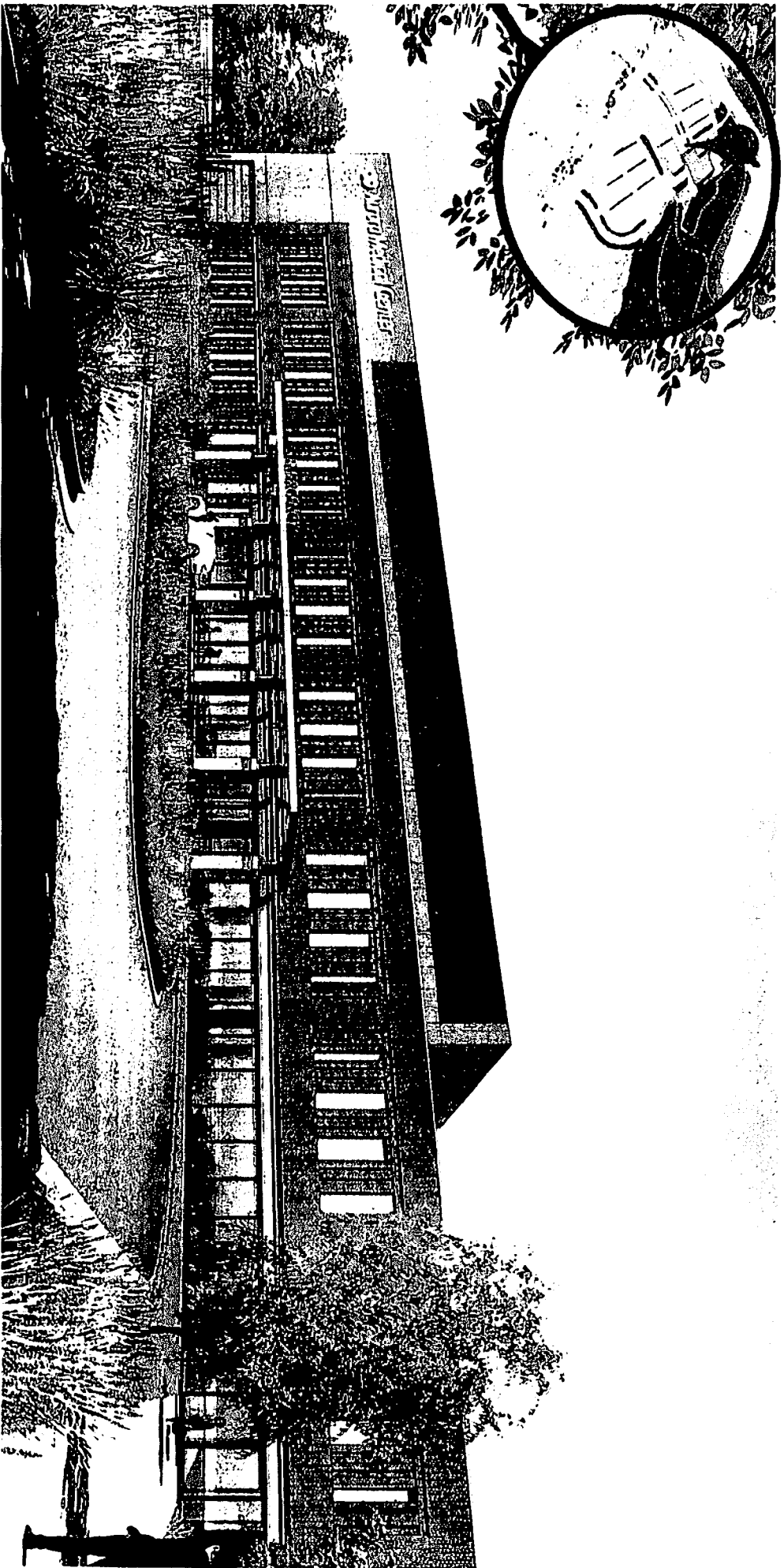
Hospital Entry Drive View



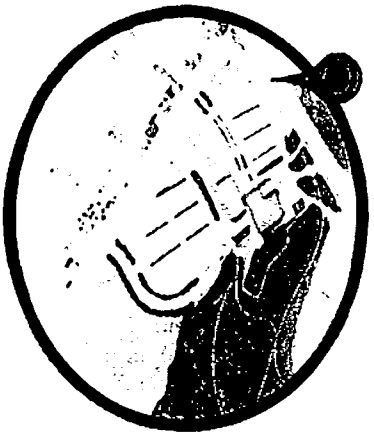
Drop-off Experience



Garden Experience

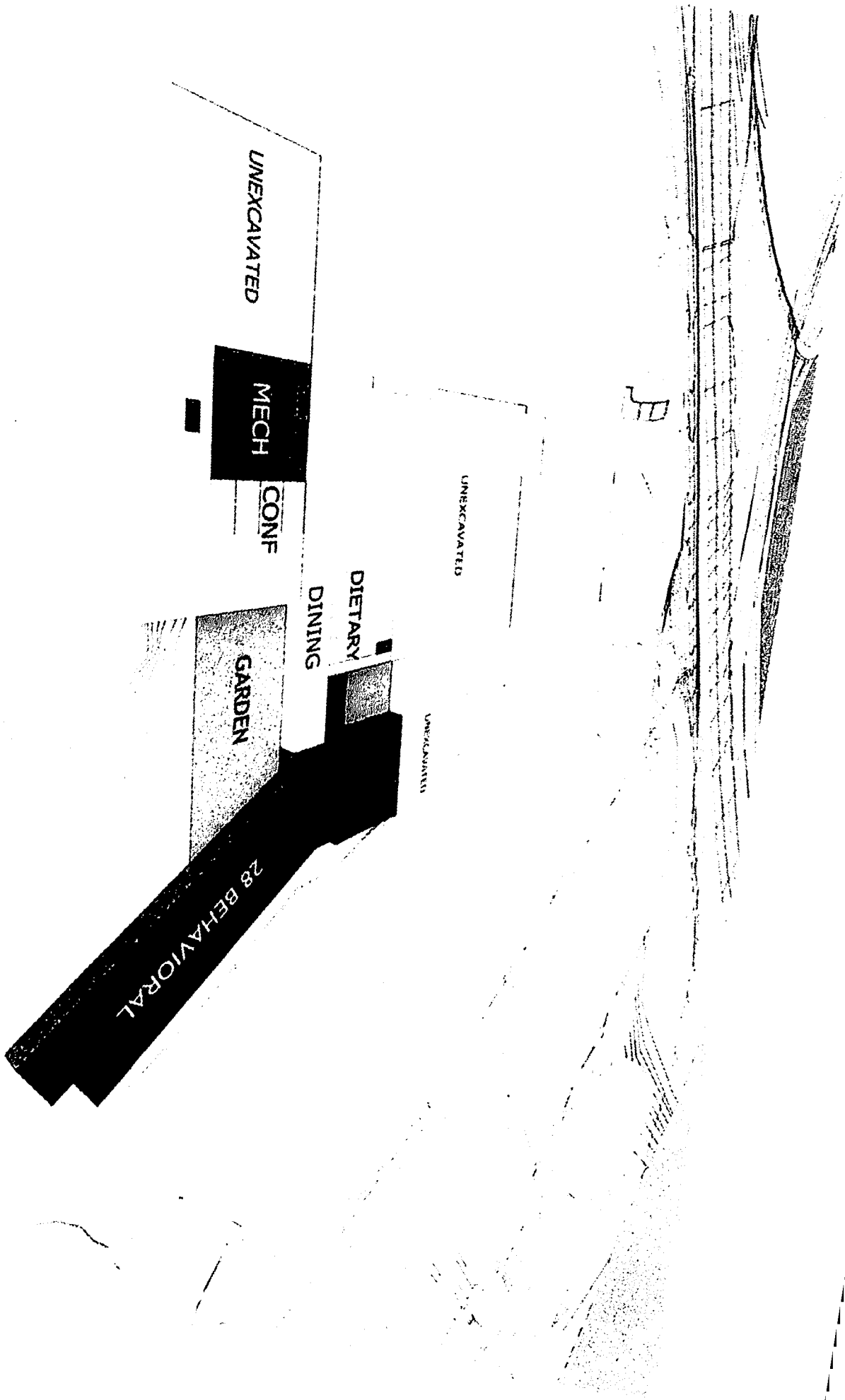


ED Entry Drive View

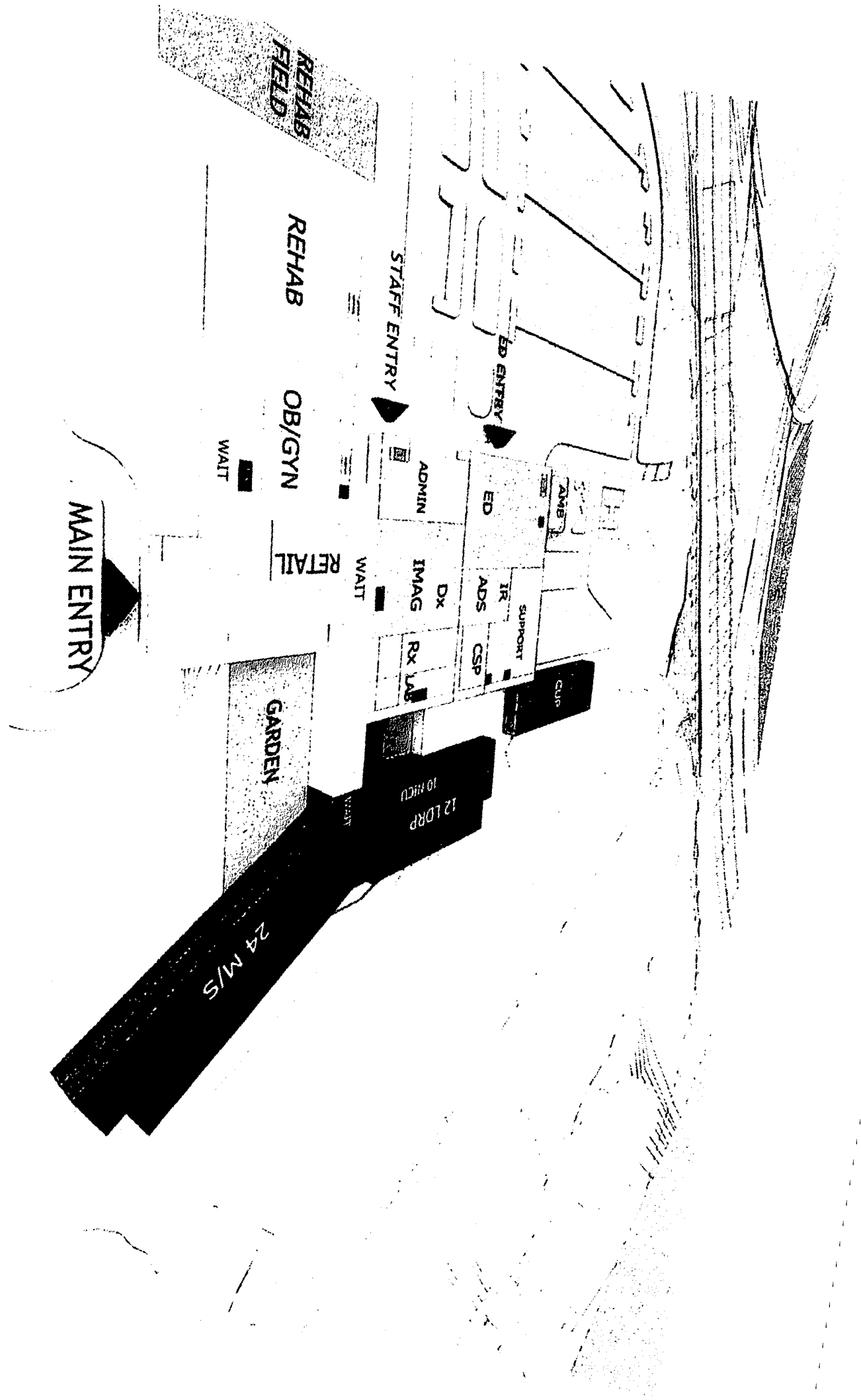


I-43 View

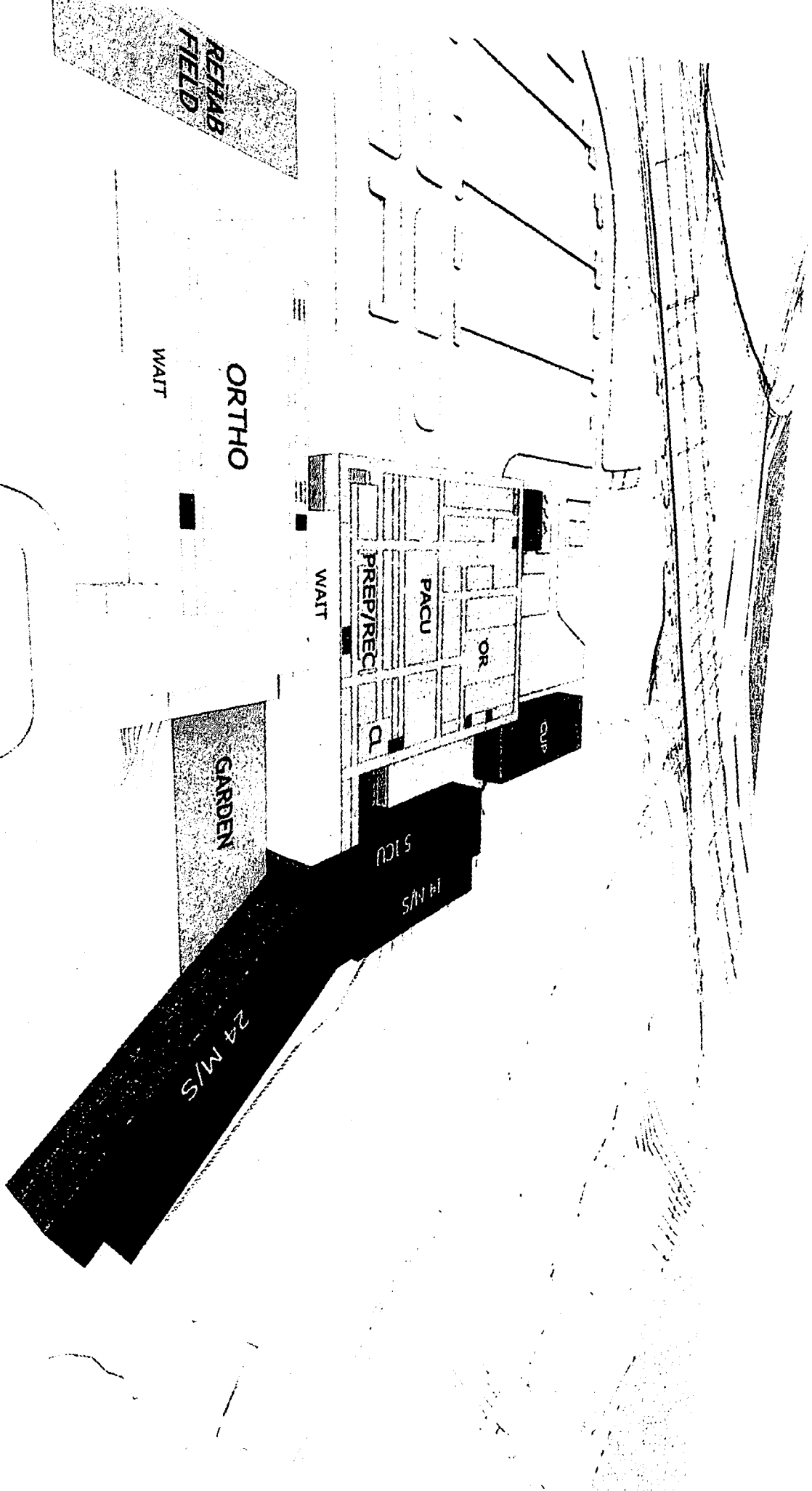
Blocking and Stacking



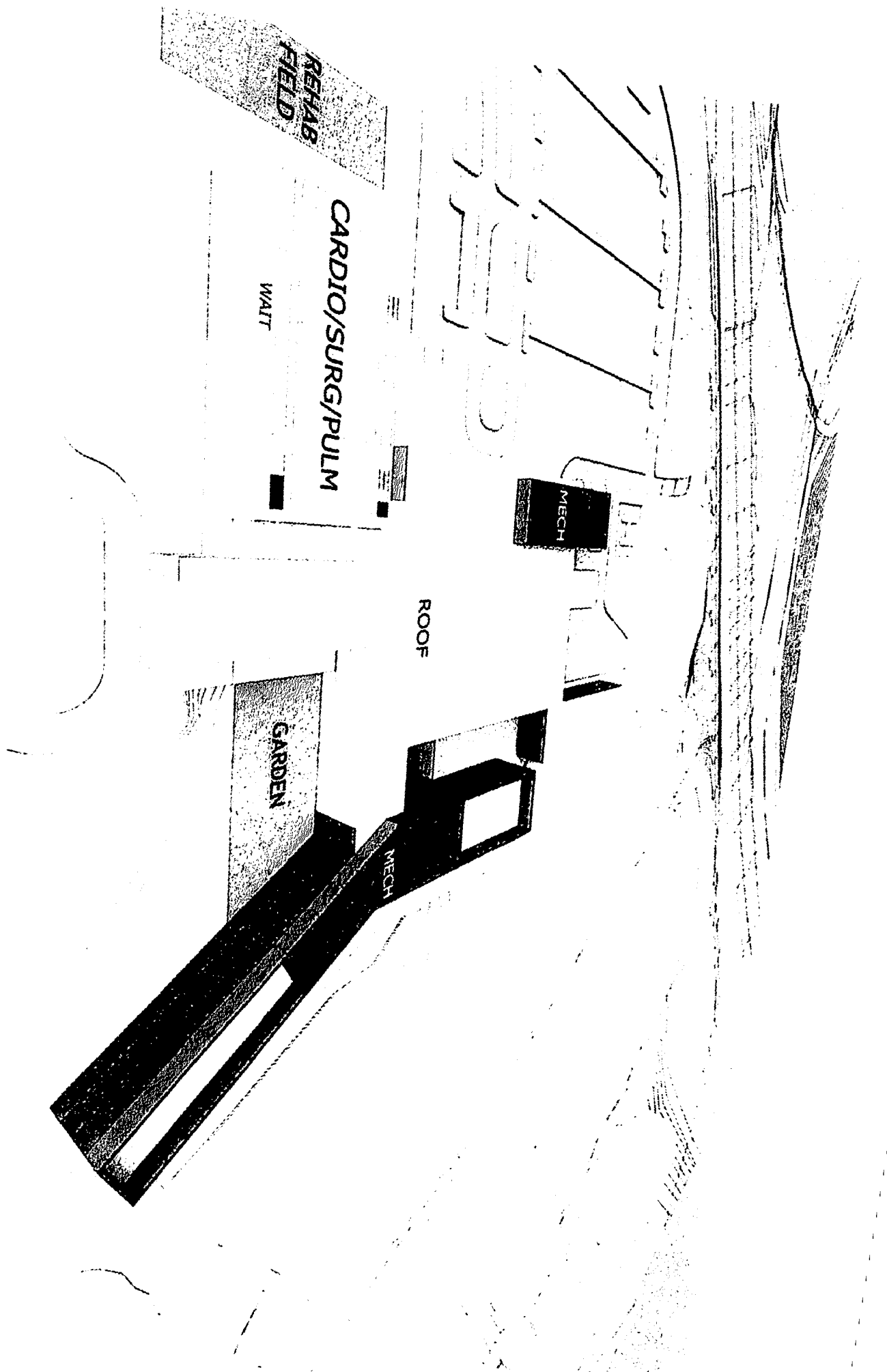
Garden Level



Level 1

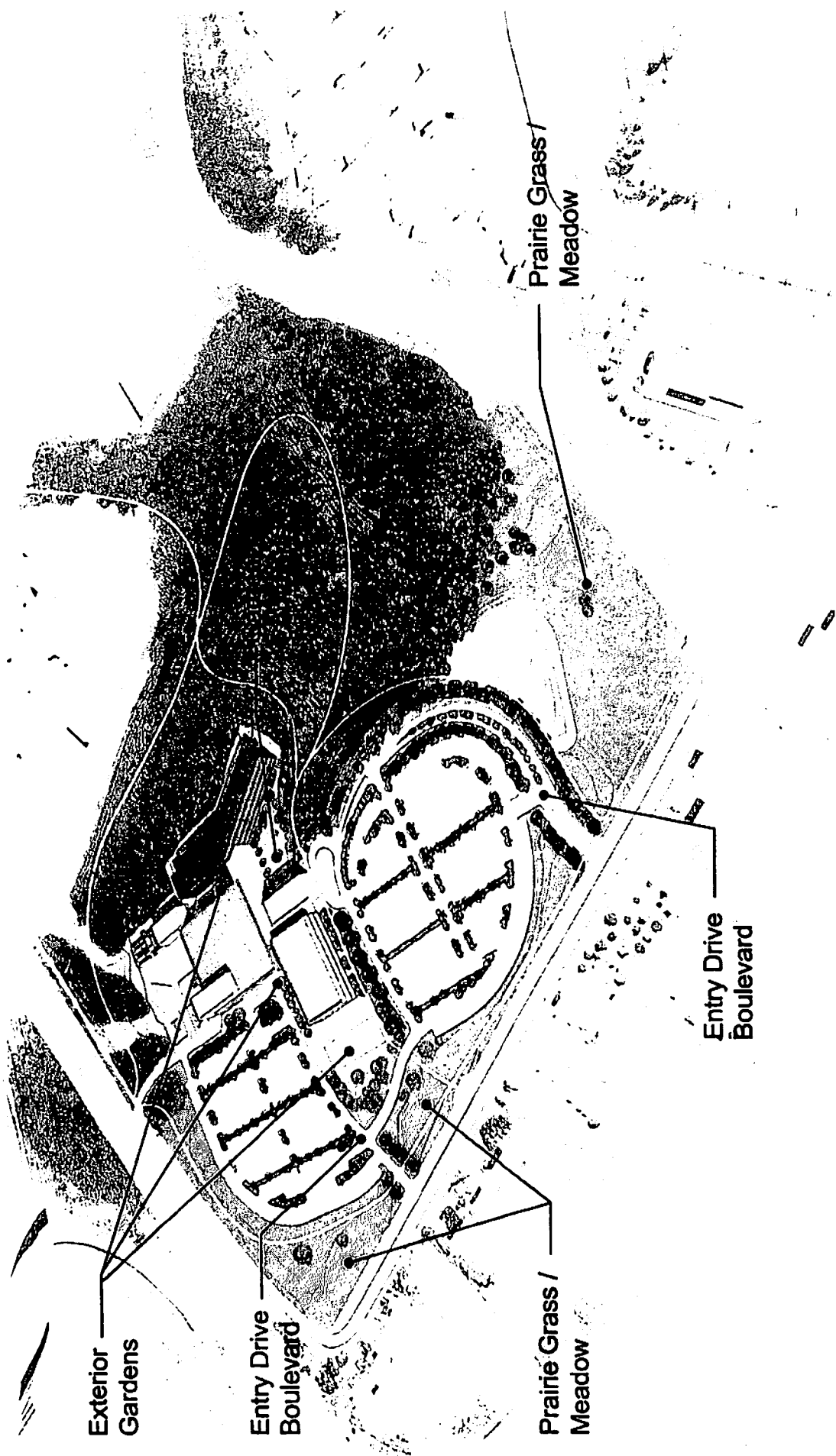


Level 2



Level 3

Landscape Concept



Exterior
Gardens

Entry Drive
Boulevard

Prairie Grass /
Meadow

Prairie Grass /
Meadow

Entry Drive
Boulevard

Utility & Building Demands

Water Services

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

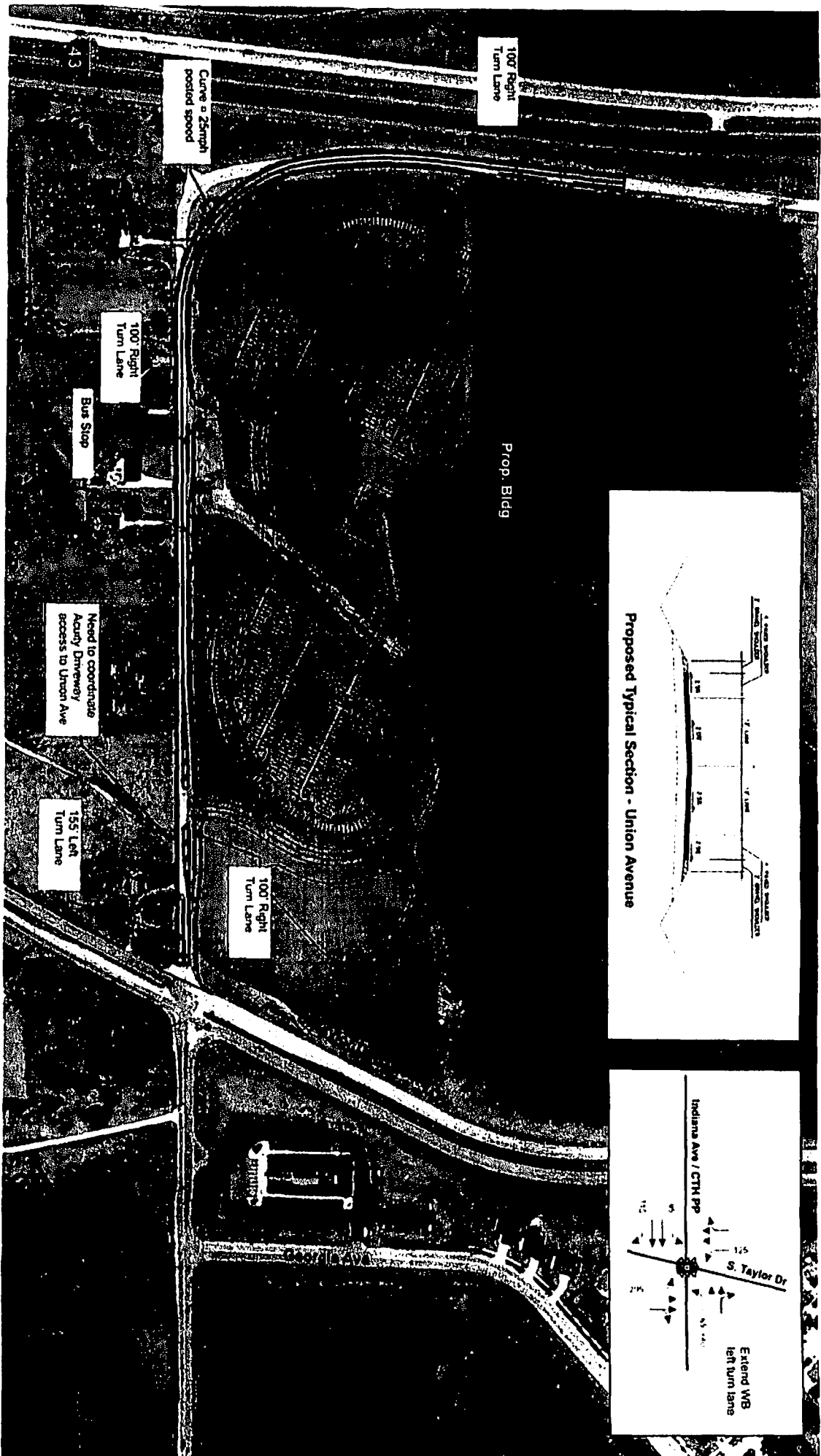
- Domestic and fire services for the building and the proposed site fire loop will require two points of connection that can individually provide the entire water needs
- Hospital site will require that water service capability have redundancy through the municipal system so that a single outage condition 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



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.

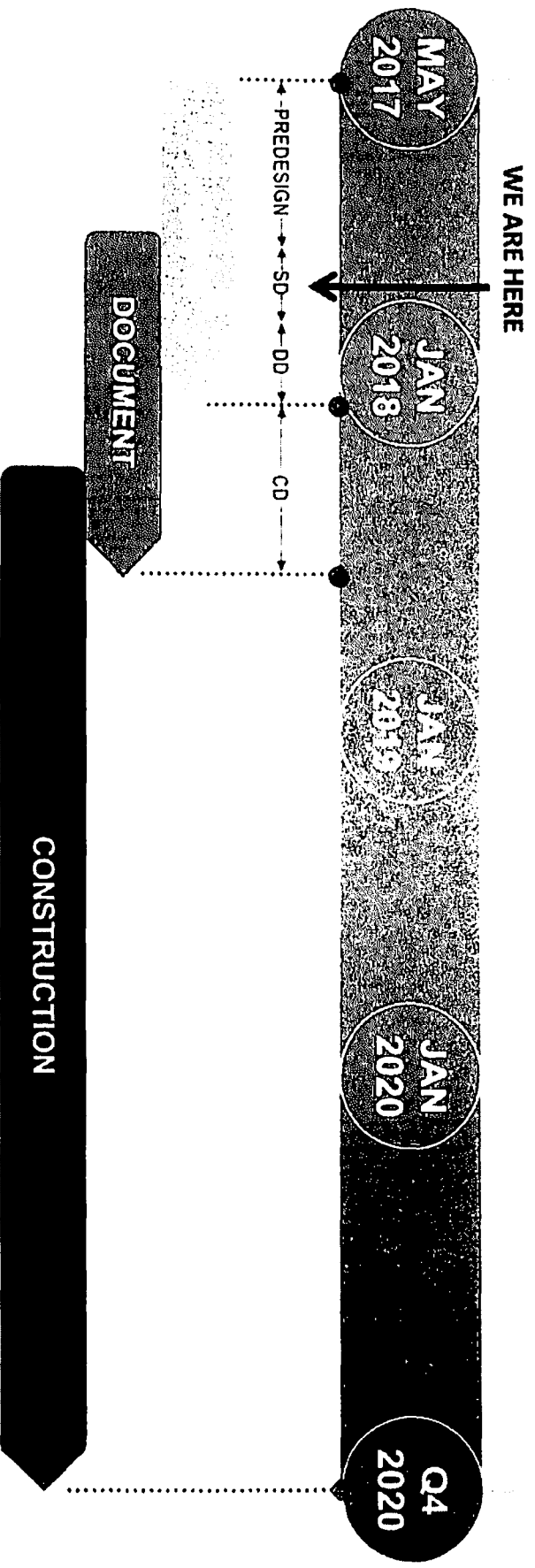
PM Peak – 4:30 to 5:30 p.m.

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

DESIGN AND CONSTRUCTION SCHEDULE



II

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

Submitting a Summons and Complaint in the matter of Wal-mart Stores, Inc. vs the City of Sheboygan.

*Finance +
Personnel.*

CITY CLERK

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000616
Honorable Kent
Branch 2

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
Branch 2

WAL-MART STORES, INC.
702 SW 8TH STREET
BENTONVILLE, ARKANSAS 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,

Defendant.

Case No.:
Case Code: 30301
(Money Judgment: Over \$10,000)

Process Server *R. M. [Signature]*
Date *11/30/17* Time *11:00* A.M. - P.M.
Served Upon *Susan Richards*
828 Center Avenue Sheboygan
 Personal Substitute
 Posted Corporate

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose

address is 615 N. Sixth Street, Sheboygan, Wisconsin 53081-4612, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 22nd day November, 2017.

GIMBEL, REILLY, GUERIN & BROWN LLP

By:

Electronically signed by Russell J. Karnes

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbeh@grgblaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414/271-1440

**NATIONAL TRIAL COUNSEL
Robert A. Hill (Minn. Lic. #217165)
ROBERT HILL LAW, LTD
1339 County Road D East
Maplewood, MN 55109
(952) 426-7373 - Phone
bob@roberthilllaw.com**

civil/Walmart - City of Sheboygan/P//2017/Summons

FILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000816
Honorable Kent
Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

WAL-MART STORES, INC.
702 SW 8th STREET
BENTONVILLE, AR 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,

Defendant.

Case No.:

Case Code: 30301

(Money Judgment: Over \$10,000)

COMPLAINT

Plaintiff Wal-Mart Stores, Inc. ("Walmart"), by its undersigned counsel, Christopher L. Strohbehn and Russell J. Karnes, Gimbel, Reilly, Guerin & Brown LLP, and Robert A. Hill and Robert Hill Law, Ltd., for its complaint against Defendant City of Sheboygan ("the City"), alleges as follows:

Nature of Action and Parties

1. This action is brought under WIS. STAT. §74.37(3)(d), for a declaration by this court that the 2017 fair market value with respect to the parcel of real property in the City known as parcel # 59281479120 ("the Property"), is no more than \$9,689,490, and, if

necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2017, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue within the City.

4. The Property is located at 3711 S Taylor Drive within the City.

Background Facts

5. The 2017 Total Estimated Fair Market Value ("EFMV") of the property was set by the City Assessor's office at \$13,265,000.

6. Walmart timely filed an objection to the 2017 assessment of the Property with the City's Board of Review ("BOR") pursuant to WIS. STAT. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") in accordance with the provisions of WIS. STAT. §70.37(3). See attached Exhibit "A".

7. Based on the BOR's Waiver determination, WIS. STAT. §70.37(3)(d) requires Walmart to commence an action within sixty days of its receipt of the Waiver. In this case, notice was received by Walmart's agent-in-fact, Paradigm Tax Group, on September 28, 2017.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The fair market value of the Property as of January 1, 2017 was no higher than \$9,689,490.

10. The 2017 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2017 was excessive.

11. Upon information and belief, the 2017 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

12. Walmart is entitled to a refund of 2017 as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Declaratory Judgment

13. The allegations of paragraphs 1-12 are incorporated as if fully re-alleged herein.

14. As alleged above, the City's BOR delegated its authority to determine the 2017 EFMV for the Property to this court for its determination.

15. An actual and justiciable controversy exists as to Walmart's right to a reduction in its 2017 EFMV as set forth in WIS. STAT. §70.47.

16. Walmart seeks a declaratory judgment construing WIS. STAT. §70.47 to mandate a reduction in its 2017 EFMV for the Property from \$13,265,000 to \$9,689,490, in

accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

17. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this court may make an administrative determination of the EFMV for the Property.

WHEREFORE, plaintiff Walmart, seeks the following relief:

A. A determination that the total estimated fair market value of the Property as of January 1, 2017 was no higher than \$9,689,490.

B. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

C. Any such other and further relief as the Court deems appropriate and just.

Dated this 22nd day November, 2017.

GIMBEL, REILLY, GUERIN & BROWN LLP

By:

Electronically signed by Russell J. Karnes

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grgblaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue

Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414/271-1440

DOCUMENT DRAFTED BY
NATIONAL TRIAL COUNSEL
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ROBERT HILL LAW, LTD
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civil/Walmart - City of Sheboygan/P//2017/Complaint

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."


NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality City of Sheboygan	County Sheboygan
Requestor's name Wal-Mart Stores Inc.	Agent name (if applicable) * Brendan Douyilliez/Robert Hill
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712	Agent's mailing address Paradigm Tax Group 30 N. LaSalle #3520 Chicago, IL 60602
Requestor's telephone number (479) 204 - 3835 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number (312) 252 - 0322 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address brandon.caplana@walmart.com	Agent's email address bdouyilliez@paradigmatx.com

Property address 3711 S. Taylor Dr. Sheboygan, WI 53081	
Legal description or parcel number 59281479120	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing \$ 13,265,000	
Property owner's opinion of value \$ 9,689,490	
Basis for request Take matters directly to Circuit Court	
Date Notice of Intent to Appear at BOR was given 6-13-17	Date Objection Form was completed and submitted 6-13-17

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.


Requestor's / Agent's Signature

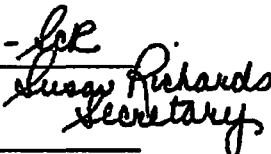
* If agent, attach signed Agent Authorization Form, PA-105

Decision

Approved Denied

Reason City of Sheboygan Board of Review voted unanimously to approve the Request for Waiver of BOR hearing at their June 21, 2017 meeting.


Board of Review Chairperson's Signature


Secretary

6/21/17
Date

Taxpayer advised 9/28/17
Date



Wal-Mart Stores, Inc. vs. City of Sheboygan

**Electronic Filing
Notice**Case No. 2017CV000616
Class Code: Money JudgmentFILED
11-22-2017
Sheboygan County
Clerk of Circuit Court
2017CV000616
Honorable Kent
Hoffmann
Branch 2CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2017CV000616 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$ 20.00 fee to register as an electronic party.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 4a1755

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

11-22-2017
Date

II

R. O. No. _____ - 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



11/28/17

SOUTH HIGH SCHOOL

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

Principal, South High School

1240 Washington Ave. Sheboygan, WI 53081

920-627-4959 kformolo@sasd.net



Res. No. _____ - 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.

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 04, 2017

Agenda Item Finance and Personnel Committee: November 27, 2017

Approval by City Council:

(Replaces 2017 Non-Rep Comp Plan adopted by way of Res. 114-16-17)

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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 Development and 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

Evaluation Period Calendar Year 2017

Current Position

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: _____

Job Title/Grade: _____

Change Rate from _____ 2 _____

Clock: _____

Dept: _____

ER Date: _____

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

Supervisor's Signature	Date	Department Head's Signature	Date	Human Resource Signature	Date
------------------------	------	-----------------------------	------	--------------------------	------

revised 10/06/2013

Review	Recommendation	Evaluation	
Competency	Rating	Score	Comment
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) 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 (supr 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 _____ 2015 YEARLY REVIEW
STATE OF _____
EMPLOYEE ID# _____ TITLE _____ 2015

Measurable Goals, Objectives and Results

Goal	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 15%;">Step:</td><td style="width: 50%;"> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	Step:								CAREER
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Goal	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 15%;">Step:</td><td style="width: 50%;"> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	Step:								OTHER DEPARTMENTS
Step:										

Calendar	NOV	DEC	JAN	FEB	MAY	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	Percent
Timeline	JUN	JUL	AUG	SEPT	OCT	NOV	DEC								

(shade in the months that correspond with the GOAL Timeframe)

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) 85% - 92.43% of CP	Quadrant 2 (Q2) 65.88% - 81.89% of CP	CONTROL POINT (MARKET VALUE)	Quadrant 3 (Q3) 100.01% - 107.40%
EXCEEDS/OUTSTANDING Overall performance throughout the year was outstanding. Consistently exceeded 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%		Yearly Budgeted Amount
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%		Yearly Budgeted Amount
DEVELOPING / NOT YET ACHIEVED Overall performance results were consistent and effective in learning the new position or responsibility. Goals met expectations. Accomplished established measures and development plans and effectively demonstrated position skills.	Up to 2.00%	Up to 1.00%		Not Applicable
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%
	Employees in Q1 are hired at entry level. On-the-job training is expected. At such, this level typically achieves a great degree of learning and advancement in the job. Pay increases represent a greater acceleration at this level until the employee achieves the competitive market value for the position.	Employees in Q2 have developed considerably in their position, yet additional development is needed to reach market value.	Control Point is the targeted value of the position, as determined by the 75th percentile point for the position.	Employees in Q3 are expected to have met or exceeded the job requirements and proficiency. A performance plan is needed in the management/development/evaluation of merit to address this. These employees are expected to have met or exceeded the requirements of their level and are able to effectively demonstrate their skills. Employees in this level are often able to teach and mentor others in the job area or overlapping areas.

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%)
A	\$ 12.75 \$ 26,520.00	\$13.88 \$28,680.00	\$ 15.00 \$ 31,200.00	\$ 16.13 \$ 33,560.40
B	\$ 13.94 \$ 28,805.20	\$15.17 \$31,563.60	\$ 16.40 \$ 34,112.00	\$ 17.63 \$ 36,870.40
C	\$ 15.49 \$ 32,218.20	\$16.85 \$35,048.00	\$ 18.22 \$ 37,897.60	\$ 19.59 \$ 40,747.20
D	\$ 16.61 \$ 34,548.80	\$18.07 \$37,585.60	\$ 19.64 \$ 40,843.20	\$ 21.01 \$ 43,700.80
E	\$ 17.83 \$ 37,088.40	\$19.41 \$40,372.80	\$ 20.98 \$ 43,638.40	\$ 22.55 \$ 46,804.00
F	\$ 18.80 \$ 39,104.00	\$20.46 \$42,140.80	\$ 22.12 \$ 45,952.00	\$ 23.78 \$ 49,462.40
G	\$ 19.72 \$ 41,017.60	\$21.48 \$44,036.80	\$ 23.20 \$ 48,256.00	\$ 24.84 \$ 51,875.20
H	\$ 21.08 \$ 43,848.40	\$22.84 \$47,716.20	\$ 24.80 \$ 51,584.00	\$ 26.08 \$ 55,452.60
I	\$ 22.19 \$ 46,155.20	\$24.14 \$50,211.20	\$ 26.10 \$ 54,288.00	\$ 28.08 \$ 58,384.80
J	\$ 23.10 \$ 48,048.00	\$25.14 \$52,291.20	\$ 27.18 \$ 56,534.40	\$ 28.22 \$ 60,777.60
K	\$ 26.59 \$ 55,307.20	\$28.03 \$60,174.40	\$ 31.28 \$ 65,062.40	\$ 33.03 \$ 68,950.40
M	\$ 28.58 \$ 61,528.40	\$32.19 \$68,655.20	\$ 34.80 \$ 72,384.00	\$ 37.41 \$ 77,812.80
N	\$ 30.94 \$ 64,355.20	\$33.07 \$70,033.60	\$ 36.40 \$ 75,712.00	\$ 39.13 \$ 81,390.40
S	\$ 33.35 \$ 69,388.00	\$36.30 \$75,504.00	\$ 39.24 \$ 81,819.20	\$ 42.18 \$ 87,734.40
T	\$ 37.23 \$ 77,438.40	\$40.52 \$84,281.60	\$ 43.80 \$ 91,104.00	\$ 47.08 \$ 97,947.20
U	\$ 38.30 \$ 81,744.00	\$42.77 \$88,801.60	\$ 46.24 \$ 96,179.20	\$ 49.71 \$ 103,398.80
V	\$ 46.12 \$ 94,057.60	\$50.19 \$102,356.80	\$ 54.26 \$ 110,656.00	\$ 58.33 \$ 118,956.20
Y	\$ 48.69 \$ 101,275.20	\$52.89 \$110,198.40	\$ 57.28 \$ 118,142.40	\$ 61.58 \$ 128,088.40
Z	\$ 54.57 \$ 113,505.60	\$59.39 \$123,531.20	\$ 64.20 \$ 130,624.00	\$ 68.02 \$ 143,561.60

* 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"												
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		2017	2018		
									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 1: 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. Exemplary performance may result in a double-step increase. Merit reviews resulting in a "Marginal or Fail" will not receive an increase and may result in a PIP (Performance Improvement Plan).												
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 poses, 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
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, Inspection Cashier/Data Entry Clerk II/Finance Permit Clerk II/Inspection Assistant Municipal Court Clerk Dispatcher/Transit MC Scheduler/Dispatch		
C	Market Rate: \$18.27/\$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		
D	Market Rate: \$19.34/\$40,643	Min: \$16.61 - Max: \$22.47	Min: \$34,548 - Max: \$46,737
	Clerk IV/Administrative Assistant Clerk IV/Records Specialist/Police Department Parking Lead, Transit Secretary, Court Services/Police Department		
E	Market Rate: \$21.34/\$43,894	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 Administrative Assistant to the Mayor TIME Agency Coordinator/Police Department		
F	Market Rate: \$22.17/\$46,392	Min: \$18.80 - Max: \$25.44	Min: \$39,104 - Max: \$52,915
	Purchasing/Accounts Payable Assistant Legal Secretary 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
	Deputy City Clerk Crime Analyst/Police Department		
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		
I	Market Rate: \$26.16/\$54,288	Min: \$22.19 - Max: \$30.02	Min: \$46,155 - Max: \$62,441
	Building Inspection Specialist Municipal Court Clerk Analyst (Budget, Crime, and Management)* Senior Activities Center Supervisor * Community Development Planner* TV Production Director * Operations/PC Technician		

Exhibit #9
 2018 City of Sheboygan Permanent Non-Represented Positions
 (Non-DPW Labor)
 Page 2 of 2

J	Market Rate: \$27,381/\$36,534	Min: \$23.10 - Max: \$31.26	Min: \$48,048 - Max: \$65,020
	Accountant* GIS Project Specialist* Transit Operations Supervisor* Neighborhood Development Planner *		
K	Market Rate: \$31,721/\$65,062	Min: \$26.59 - Max: \$35.97	Min: \$55,307 - Max: \$74,817
	Assistant City Attorney * 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		
M	Market Rate: \$34,901/\$72,388	Min: \$29.58 - Max: \$40.02	Min: \$61,526 - Max: \$83,241
	Building/Housing Inspector I Building/Housing Inspector II Plumbing/Environmental Inspector Electrical/Housing Inspector		
N	Market Rate: \$36,401/\$75,712	Min: \$30.93 - Max: \$41.86	Min: \$64,355 - Max: \$87,068
	Systems Analyst * Network Administrator * Assistant Engineer / Surveyor * Senior Engineering Technician		
O	Market Rate: \$39,321/\$81,619	Min: \$33.35 - Max: \$45.13	Min: \$69,368 - Max: \$93,870
	Environmental Engineer * Communications / Electronics Technician Planning and Zoning Manager *		
T	Market Rate: \$43,401/\$91,104	Min: \$37.23 - Max: \$50.37	Min: \$77,438 - Max: \$104,769
	Superintendent, Parks and Forestry * Superintendent, WWTP* Superintendent, Streets* Superintendent, Facilities and Traffic * Civil Engineer / Project Manager *		
U	Market Rate: \$46,241/\$96,179	Min: \$39.30 - Max: \$53.18	Min: \$81,744 - Max: \$110,614
	Transit Director * Battalion Chief * Deputy Fire Chief * City Engineer *		
V	Market Rate: \$64,261/\$130,656	Min: \$46.12 - Max: \$62.40	Min: \$94,057 - Max: \$127,254
	Finance Director * Assistant Fire Chief Director of Human Resources and Labor Relations IT Director * Director of Planning and Inspection *		
Y	Market Rate: \$57,281/\$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: \$64,201/\$130,624	Min: \$54.57 - Max: \$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	<ol style="list-style-type: none"> 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. 	<p>Resolution 132-13-14 R.C. 310-13-14</p>
2015		<ol style="list-style-type: none"> 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		<ol style="list-style-type: none"> 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		<ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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- 	

		<p>increase program.</p> <p>5) Merit Adjustment Guide modified to provide up to 1.5% for merit on regular work assignments and up to .50% for achievement of goals and other duties. Employees at the top of their pay scale are no longer able to receive an increase in pay, either in the form of an increase to base pay or a lump sum.</p>	
2018		<p>1) Market-Based Compensation Plan introduced to accelerate wages for those under mid-point.</p> <p>2) Finance and Personnel Committee replaced Salaries and Grievances Committee during calendar year 2017.</p> <p>3) City Administrator to approve new hires at or above market-point for their position.</p> <p>4) Introduction of new pay scale with 19 grades vs. 16 grade. Scale updated with current comparable information.</p> <p>5) Exhibit #9 / Market-driven classifications of positions.</p>	



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 Development and 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.



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**

Evaluation Period Calendar Year 2017

Current Position

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?

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) 85% - 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%)
<p>EXCEEDS/OUTSTANDING</p> <p>Overall performance throughout the year was outstanding. Consistently excelled in all critical aspects 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</p>	Up to 4.00%	Up to 3.00%		Yearly Budgeted Amount	<p><u>Under Max:</u> Yearly budgeted amount. <u>At/Over Max:</u> No additional increases are available for those at or over the maximum pay for the position.</p>
<p>SUCCESSFULLY ACHIEVED</p> <p>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.</p>	Up to 3.00%	Up to 2.00%		Yearly Budgeted Amount	<p><u>Under Max:</u> Yearly budgeted amount. <u>At/Over Max:</u> No additional increases are available for those at or over the maximum pay for the position.</p>
<p>DEVELOPING / NOT YET ACHIEVED</p> <p>Overall performance results were consistent and effective in learning the new position or responsibility. Goals met expectations. Accomplished established measures and development plans and effectively demonstrated position skills.</p>	Up to 2.00%	Up to 1.00%		Not Available	<p><u>Under Max:</u> Yearly budgeted amount. <u>At/Over Max:</u> No additional increases are available for those at or over the maximum pay for the position.</p>
<p>NEW TO POSITION / NOT COMPETENT / PERFORMANCE IMPROVEMENTS NEEDED</p> <p>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.</p>	0%	0%		0%	<p><u>Under Max:</u> Yearly budgeted amount. <u>At/Over Max:</u> No additional increases are available for those at or over the maximum pay for the position.</p>
	Employees in Q1 are hired at entry level. On-the-job training is expected. As such, this level typically achieves a great deal of learning and advancement in the job. Pay increases represent a greater acceleration at this level until the employee achieves the competitive market value for the position.	Employees in Q2 have developed considerably in their position, yet additional development is needed to reach market value.	Control Point is the market value of the position at approximately the 75th percentile point for the position.	Employees in Q3 are expected to know how to do their job competently and effectively. Little supervision is needed in the completion of most tasks. 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 "fill 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 and Q2: Eligible for Q1 increase plus budgeted wage increase amount (based on merit)

Q3: Eligible for wage increase amount only

Q4: Eligible for wage increase amount only to the top of the pay scale. The top of the scale is the maximum available for the position.

Performance evaluations should support strategy deployment / personal performance plans with discretionary merit amounts allocated accordingly.

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.

III

Res. No. _____ - 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.

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

	Title: Non-Represented Employee Benefits Policy		Policy Number: HR 101-18
	Author: Sandy Rohrick		Revised 11/13/2017
	Scope: Non-Rep City Employees		Page 1 of 8

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.

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- 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**

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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

>5 Years of Service: 6 Tours (144 hours)

>15 Years of Service: 9 Tours (216 hours)

>20 Years of Service: 12 Tours (288 hours)

>22 Years of Service: 14 Tours (336 hours)

If working the traditional 24-hour shift:

>5 Years of Service: 10 Tours (244 hours)

>15 Years of Service: 13 Tours (312 hours)

>20 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 average 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)

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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.



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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 chooses 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:



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As of December 31, 2011 And Upon Retirement	Qualified Value Available For Retiree 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

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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.

2018 City of Sheboygan Permanent Non-Represented Positions

Grade	Market Rate / Job Titles	Hourly Pay	Yearly Pay
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: \$13.94 - Max: \$18.86	Min: \$28,995 - Max: \$39,228
	Clerk II/Administrative Assistant, Inspection Cashier/Data Entry Clerk II/Finance 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		
D	Market Rate: \$19.54/\$40,643	Min: \$16.61 - Max: \$22.47	Min: \$34,548 - Max: \$46,737
	Clerk IV/Administrative Assistant Clerk IV/Records Specialist/Police Department Parking Lead, Transit Secretary, Court Services/Police Department		
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 Communications Specialist/Admin Asst to Mayor TIME Agency Coordinator/Police Department		
F	Market Rate: \$22.12/\$45,552	Min: \$18.80 - Max: \$25.44	Min: \$39,104 - Max: \$52,915
	Purchasing/Accounts Payable Assistant Legal Secretary 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
	Deputy City Clerk Crime Analyst/Police Department		
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		
I	Market Rate: \$26.10/\$54,288	Min: \$22.19 - Max: \$30.02	Min: \$46,155 - Max: \$62,441
	Building Inspection Specialist Municipal Court Clerk Analyst (Budget, Crime, and Management)* Senior Activities Center Supervisor * Community Development Planner* TV Production Director * Operations/PC Technician		
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 *			
K	Market Rate:	\$31.28/\$65,062	Min: \$26.59 - Max: \$35.97	Min: \$55,307 - Max: \$74,817
	Assistant City Attorney *			
	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			
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/Housing Inspector			
N	Market Rate:	\$36.40/\$75,712	Min: \$30.94 - Max: \$41.86	Min: \$64,355 - Max: \$87,068
	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 *			
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*			
	Superintendent, Streets*			
	Superintendent, Facilities and Traffic *			
	Civil Engineer / Project Manager *			
U	Market Rate:	\$46.24/\$96,179	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/\$110,656	Min: \$46.12 - Max: \$62.40	Min: \$94,057 - Max: \$127,254
	Finance Director *			
	Assistant Fire Chief			
	Director of Human Resources and Labor Relator			
	IT Director *			
	Director of Planning and Inspection *			
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 *			

III

Res. No. _____ - 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

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

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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 OMISSIONS 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 Stacy Bohrick*

Title Director of Human Resources

Date 11/29/2017

Pending Council Approval

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

Name Paul M. Pedersen

Title: President

Date: 11/9/2017

ADDENDUM A

FEE SCHEDULE

Standard DBS COBRA Services

<u>Service</u>	<u>Fee</u>
<p><u>Initial Implementation/Setup</u> 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</p> <p><u>Annual Renewal</u> 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</p>	<p>\$200/year</p>
<p>Takeover of current COBRA continuants</p>	<p>\$15/COBRA continuant</p>
<p>Monthly Administration Services</p> <p><u>Monthly Services Include:</u> 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</p>	<p>\$.60/eligible employee/month \$50/group minimum/month</p>

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

<u>Other Notices</u>	<u>Fee</u>	
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	
<u>Other Services</u>	<u>Fee</u>	<u>Employer Election</u>
Initial General Notice of COBRA Rights sent to current active employees on any COBRA eligible benefit	\$2.75/notice	<input type="checkbox"/> Yes <input type="checkbox"/> 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.
<u>Other Services</u>		
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.

~~III~~

Res. No. _____ - 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

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.

III

Res. No. _____ - 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

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	Renewal Fees
			1/1/2017	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.

III

Res. No. _____ - 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

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.



III

Res. No. _____ - 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

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



DI^{VER}SIFIED BENEFIT SER^VICES, 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



DIVERSIFIED BENEFIT SERVICES, INC.

Excelsior 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
Madison, WI 53702
(800) 234-1229

III
Res. No. _____ - 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

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.

(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.

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



November 27, 2017

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



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



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

City Representative
Sheboygan County
Lakeshore Technical College District
Sheboygan Area School District
Public Member

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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**

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

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).

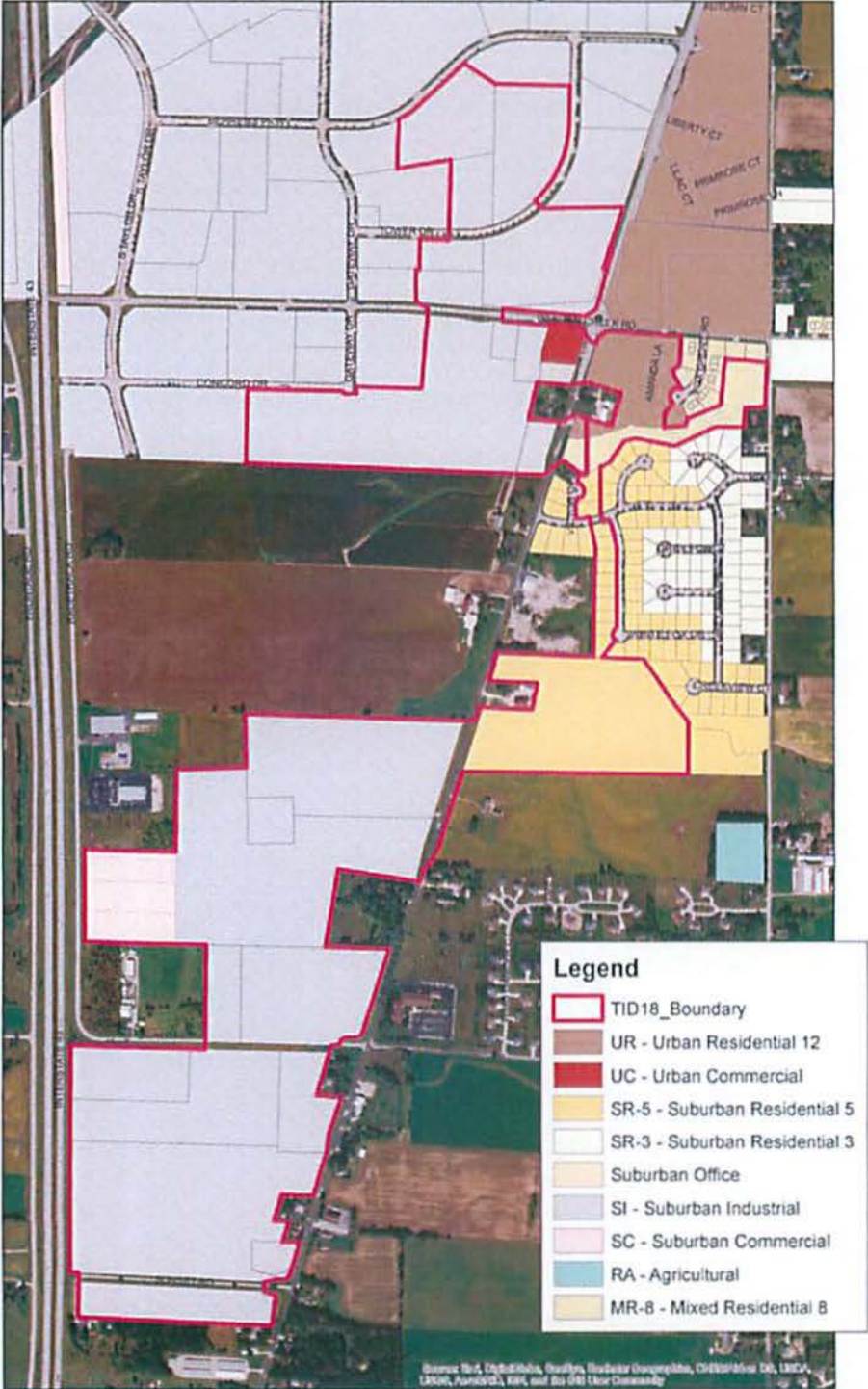
A map depicting the boundaries of the District is found in Section 3 of this Plan. A map depicting the proposed uses of the District is found in Section 8 of this plan. The City intends that TIF will be used to assure that industrial, distributor and related private development locates in this District. 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

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.

SECTION 4:
 Map Showing Existing Uses and Conditions

TID 18 Zoning



SECTION 5:
Preliminary Parcel List and Analysis

City of Sheboygan, Wisconsin																									
Tax Increment District # 18																									
Site Property Information																									
Property Information				Assessment Information				Equalized Value				Dishio Classification													
Map Ref #	Parcel Number	Street Address	Owner	Acreage	Land	Imp	FF	Total	Equalized Value Ratio	Land	Imp	FF	Total	Industrial (Zoned and Suitable)	Commercial/ Business	Existing Residential	Newly Planted Residential	Suitable for Mixed Use	Lighted	Rehab/ Conservation	Value				
1	902847096	520 WEDDEN CREEK RD	NEW WORLD HOLDINGS	1.12	48,900	422,300	25,670	496,870	100.00%	48,900	422,300	25,670	496,870						1.12			0.00			
2	902847099	4045 BUSINESS DR	WISCONSIN BANK & TRUST	1.72	112,400	211,800		324,200	100.00%	112,400	211,800		324,200						1.72			0.00			
3	902847042	3 BUSINESS DR	CITY OF SHEBOYGAN	0.8	0	0		0	100.00%	0	0		0						0.8			0.00			
4	902847046	3037 WEDDEN CREEK RD	FREEDSON RENTALS 3037 LLC	1.8	52,000	297,600	36,810	326,410	100.00%	52,000	297,600	36,810	326,410						1.8			0.00			
5	902847046		SHEBOYGAN COUNTY HIGHWAY	0.85	0	0		0	100.00%	0	0		0						0.85			0.00			
6	902847122	3 BUSINESS DR	SHEBOYGAN COUNTY TRANSPORTATION DEPARTMENT	1.420	0	0		0	100.00%	0	0		0						1.420			0.00			
7	902847042	3 BUSINESS DR	WILSON LAND HOLDINGS LLC	1.51	900	0		900	100.00%	900	0		900						1.51			1.55			
8	902847076	STAHK RD	WILSON LAND HOLDINGS LLC	7.49	1,400	0		1,400	100.00%	1,400	0		1,400						7.49			7.49			
9	902847070	5120 WHITE FOX DR	HELING, RICHARD R MARY C	0.34	35,400	147,900		183,300	100.00%	35,400	147,900		183,300				0.34					0.00			
10	902847070	5120 WHITE FOX DR	ROSENTHAL, STEVEN J DIANE S	0.34	30,000	160,900		190,900	100.00%	30,000	160,900		190,900				0.34					0.00			
11	902847049	5022 WHITE FOX DR	KAUFMANN, JOHN E BEVERLY A	0.34	35,200	146,200		181,400	100.00%	35,200	146,200		181,400				0.34					0.00			
12	902847036	5024 WHITE FOX DR	KUMAR, SCOTT D BARBARA A	0.26	35,000	144,200		179,200	100.00%	35,000	144,200		179,200				0.26					0.00			
13	902847038	5128 WHITE FOX DR	HULBERT-HAUSER, STEVE L	0.44	29,000	146,200		175,200	100.00%	29,000	146,200		175,200				0.44					0.00			
14	902847070	5120 WHITE FOX DR	DAEHL, DONOVAN M	0.32	34,000	147,400		181,400	100.00%	34,000	147,400		181,400				0.32					0.00			
15	902847067	5024 WHITE FOX DR	GLISICK, LEROY J JULIE A	0.26	34,900	151,300		186,200	100.00%	34,900	151,300		186,200				0.26					0.00			
16	902847036	4926 WHITE FOX DR	BISH, RANDY L SUSAN F	0.32	33,200	146,200		179,400	100.00%	33,200	146,200		179,400				0.32					0.00			
17	902847049	4924 WHITE FOX DR	SARTORI REVOCABLE TRUST	0.31	33,100	138,200		171,300	100.00%	33,100	138,200		171,300				0.31					0.00			
18	902847034	4906 WHITE FOX DR	MEYER, JAMES W & JUE E SUE E	0.34	34,100	136,900		171,000	100.00%	34,100	136,900		171,000				0.34					0.00			
19	902847043	4854 VICTOR COURT	WESS, ROBERT F DALYA A	0.46	34,800	135,700		170,500	100.00%	34,800	135,700		170,500				0.46					0.00			
20	902847044	4845 VICTOR COURT	ADAMS, PATRICK J KRIS A	0.34	37,400	136,700		174,100	100.00%	37,400	136,700		174,100				0.34					0.00			
21	902847043	4837 VICTOR COURT	THELKE, MICHAEL	0.25	30,100	136,700		166,800	100.00%	30,100	136,700		166,800				0.25					0.00			
22	902847036	TOWER DR	OFFICE SERVICE COMPANY LP	3.7	80,000	0		80,000	100.00%	80,000	0		80,000						3.7			1.70			
23	902847040	4920 TOWER DR	OFFICE SERVICE CO, LP	10.19	254,900	2,753,000		3,007,900	100.00%	254,900	2,753,000		3,007,900						10.19			0.00			
24	902847071	WEDDEN CREEK RD	BUNMAN PROPERTIES LLC	2.69	58,600	0		58,600	100.00%	58,600	0		58,600						2.69			2.69			
25	902847071	TOWER DR	CITY OF SHEBOYGAN	2.31	0	0		0	100.00%	0	0		0						2.31			0.00			
26	902847008	BYRENS FRAY	CITY OF SHEBOYGAN	8.50	0	0		0	100.00%	0	0		0						8.50			8.50			
27	902847031	STAHK RD	W POWER & LIGHT CO	3.99	0	0		0	100.00%	0	0		0						3.99			3.99			
28	902847074	STAHK RD	WILSON LAND HOLDINGS LLC	16.01	3,000	0		3,000	100.00%	3,000	0		3,000						16.01			16.01			
29	902847047	3 BUSINESS DR	BOARD OF LAKESHORE SOC	1.788	0	0		0	100.00%	0	0		0						1.788			1.79			
30	902847001		WILSON LAND HOLDINGS LLC	8.022	1,500	0		1,500	100.00%	1,500	0		1,500						8.022			8.02			
31	902847045		WILSON LAND HOLDINGS LLC	34.278	6,100	0		6,100	100.00%	6,100	0		6,100						34.278			34.28			
32	902847075		WILSON LAND HOLDINGS LLC	5.967	1,100	0		1,100	100.00%	1,100	0		1,100						5.967			5.97			
33	902847032		ZEMEKONAK, JIM & KEVIN	15.077	2,800	0		2,800	100.00%	2,800	0		2,800						15.077			15.08			
34	902847203		CITY OF SHEBOYGAN	7.115	0	0		0	100.00%	0	0		0						7.115			7.12			
35	902847018		CITY OF SHEBOYGAN	13.115	0	0		0	100.00%	0	0		0						13.115			13.11			
36	902847010		SHEBOYGAN COUNTY HIGHWAY	0	0	0		0	100.00%	0	0		0						0			0.00			
37	902847012	4711 AMANDA LN APT A	AMANDA LAKE APARTMENTS, LLC	8.744	577,300	3,627,700		4,205,000	100.00%	577,300	3,627,700		4,205,000						8.744			8.74			
38	902847203	3 BUSINESS DR	LEE REALTY OF SHEBOYGAN	26.023	3,700	0		3,700	100.00%	3,700	0		3,700						26.023			26.02			
39	902847043	WEDDEN CREEK RD	CITY OF SHEBOYGAN	34.39	0	0		0	100.00%	0	0		0						34.39			34.39			
40	902847074		CITY OF SHEBOYGAN	32.88	0	0		0	100.00%	0	0		0						32.88			32.88			
41	902847079		CITY OF SHEBOYGAN	2.5	0	0		0	100.00%	0	0		0						2.5			0.00			
42	902847075		CITY OF SHEBOYGAN	22.65	0	0		0	100.00%	0	0		0						22.65			22.65			
43	902847029	RACETRACK RD	BRUGGINK TRUST BRIAN J & JULIE K	3.28	600	0		600	100.00%	600	0		600						3.28			3.28			
44	902847022	RACETRACK RD	BRUGGINK TRUST BRIAN J & JULIE K	3.28	600	0		600	100.00%	600	0		600						3.28			3.28			
45	902847022	RACETRACK RD	BRUGGINK TRUST BRIAN J & JULIE K	3.31	600	0		600	100.00%	600	0		600						3.31			3.31			
Total Average				296.61	1,640,000	9,136,900	57,480	10,834,380		1,640,000	9,136,900	57,480	10,834,380	229.61	25.739	4.56	16.015	285.92	0	0	0	100.62			
														Estimated Base Value		10,955,280									

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 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.

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.

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.

CDA Type Activities

Contribution to Community Development Authority

As provided for in Wisconsin Statutes 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.

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.

SECTION 8: Map Showing Proposed Improvements and Uses

CITY TO PROVIDE MAP SHOWING THE LOCATIONS OF THE PROJECTS IDENTIFIED ON PAGE 19,
THROUGHOUT THE BOUNDARY.

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.

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 forecasted 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			2,181,919	2,181,919
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 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.

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.

Implementation and Financing Timeline

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:			

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: Developable Acres 132 132
 Assumed value per acre based discounted value of Assumed value per acre 460,000
 Southeastern WI developed business park 60,720,000

City of Sheboygan, Wisconsin

Tax Increment District # 18

Tax Increment Projection Worksheet

Type of District	Industrial	Base Value	10,895,280	<input checked="" type="checkbox"/> Apply to Base Value
District Creation Date	January 1, 2018	Appreciation Factor	0.00%	
Valuation Date	Jan 1, 2018	Base Tax Rate	\$26.74	
Max Life (Years)	20	Rate Adjustment Factor		
Expenditure Period/Termination	15 1/1/2033	Tax Exempt Discount Rate	3.00%	
Revenue Periods/Final Year	20 2039	Taxable Discount Rate	4.50%	
Extension Eligibility/Years	Yes 3			
Recipient District	No			

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 funding formula change.

Cash Flow

City of Sheboygan, Wisconsin

Tax Increment District # 18

Cash Flow Projection

Year	Projected Revenues								G.O. Bond		Expenditures							Balances			Year		
	Tax	Interest Earnings (Cost)	Capitalized Interest	Land Sale	Industrial Development Fund Advance	Advance from City	Bond Proceeds	Total Revenues	24,185,000	5/27/218	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
2017		0.25%				1,600,000	1,600,000							800,000					800,000	800,000	800,000	20,185,000	2017
2018	28,377	8,742	865,534	1,500,000	1,898,000		21,521,154	27,917,065		881,534	2,588,968	200		800,000	21,828,556	122,975	1,600,000	110,000	28,652,233	896,832	1,498,832	20,185,000	2018
2019	371,192	8,240		1,500,000			1,508,742	721,068								100,000	82,000		904,668	1,984,375	2,095,337	20,185,000	2019
2020	465,411	8,234		1,125,000			1,792,645	720,168								200,000	84,897		1,205,064	1,977,811	2,493,739	20,085,000	2020
2021	498,235	7,709		900,000			1,805,949	600,000	1.50%	715,468						200,000	86,595		1,402,063	1,879,878	3,485,137	21,485,000	2021
2022	1,075,823	8,713		750,000			1,844,536	500,000	1.75%	707,893						200,000	88,325		1,496,218	1,866,317	5,351,154	22,985,000	2022
2023	1,203,431	8,558		750,000			1,912,970	300,000	1.80%	687,968						200,000	90,291		1,588,260	1,756,125	7,107,079	24,990,000	2023
2024	1,491,482	10,421		750,000			2,154,323	700,000	2.00%	688,418						200,000	92,895		1,877,313	1,623,812	8,730,891	26,995,000	2024
2025	1,513,474	11,818		750,000			2,275,892	900,000	2.20%	688,518						200,000	93,733		2,074,251	1,717,547	10,448,438	28,995,000	2025
2026	1,612,266	11,611		750,000			2,394,477	1,000,000	2.30%	688,618						200,000	95,607		2,269,475	1,813,154	12,261,592	30,995,000	2026
2027	1,760,858	11,493		0			1,794,150	1,000,000	2.50%	622,818						200,000	97,520		2,022,338	1,910,674	14,172,266	32,995,000	2027
2028	1,889,050	11,809		0			1,882,653	1,200,000	2.80%	595,818						200,000	99,470		1,792,388	1,810,204	16,082,470	34,995,000	2028
2029	1,987,442	11,821		0			2,000,263	1,250,000	2.70%	568,130						200,000	101,420		1,690,910	1,708,784	17,781,254	36,995,000	2029
2030	1,987,442	14,016		0			2,001,477	1,250,000	2.80%	529,130						200,000	103,480		1,687,010	1,605,304	19,386,558	38,995,000	2030
2031	1,987,442	14,312		0			2,001,778	1,350,000	3.00%	491,268						200,000	105,538		1,683,240	1,503,766	20,890,304	40,995,000	2031
2032	1,987,442	14,469		0			2,001,911	1,350,000	3.10%	450,000						200,000	107,600		1,678,711	1,396,066	22,286,315	42,995,000	2032
2033	1,987,442	14,704		0			2,002,148	1,500,000	3.20%	409,188						200,000	109,670		1,673,478	1,286,396	23,572,711	44,995,000	2033
2034	1,987,442	14,972		0			2,002,418	1,500,000	3.30%	367,668						200,000	111,740		1,667,738	1,173,656	24,749,067	46,995,000	2034
2035	1,987,442	15,228		0			2,002,670	1,400,000	3.30%	326,168						200,000	113,810		1,661,828	1,059,846	25,809,213	48,995,000	2035
2036	1,987,442	15,580		0			1,999,002	1,200,000	3.50%	275,170						200,000	115,880		1,655,818	947,966	26,757,253	50,995,000	2036
2037	1,987,442	7,603		0			1,995,540	1,200,000	3.50%	234,680						200,000	117,950		1,649,808	836,016	27,593,269	52,995,000	2037
2038	1,987,442	8,912		0			1,991,811	1,200,000	3.50%	194,190						200,000	120,020		1,643,798	724,066	28,317,329	54,995,000	2038
2039	1,987,442			0			1,988,082	1,200,000	3.50%	153,700						200,000	122,090		1,637,788	612,116	28,930,445	56,995,000	2039
Total	87,977,898	254,349	865,534	8,800,000	1,898,000	1,600,000	21,921,154	89,840,898	24,185,000	11,144,940	2,588,968	200	0	800,000	21,828,556	122,975	1,498,000	2,212,919	66,988,988				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 Axis A42 rate 9/19/17 and CoreLogic A42 rate 9/27/17 plus .45.
 Estimated \$1425 million available for development incentives or revolving loan program if needed to promote development within the district (Payments not forecasted in the cash flow)

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.

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 18:
Opinion of Attorney for the City of Sheboygan Advising
Whether the Plan is Complete and Complies with
Wisconsin Statutes 66.1105**

November 28, 2017

SAMPLE

Mayor Mike Vandersteen
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

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

Dear Mayor:

As City Attorney for the City of Sheboygan, I have reviewed the Project Plan and, in my opinion, have determined that it is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

Sincerely,

Attorney Charles C. Adams
City of Sheboygan

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		1,496,425						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 requirements of Wisconsin Statute 66.1105(4)(i)4.									

III

Res. No. - 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

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 initial to select the renewal you want

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

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	\$84.04	\$82.46
Family	\$118.18	\$159.17	\$141.74	\$138.25
Total monthly premium	\$36,161.24	\$49,540.80	\$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	\$2,325.88	\$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				
Claims basis	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
Comidar	125%	125%	125%	125%
Composite Aggregate deductible factor	\$1,507.38	\$1,861.13	\$1,700.76	\$1,725.60
- Medical	\$1,080.28	\$1,201.49	\$1,241.11	\$1,285.96
- 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	\$644,516.53	\$658,894.38	\$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	\$7,482,605.72	\$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:	<i>Sandy Rohrick</i>
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 paid

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

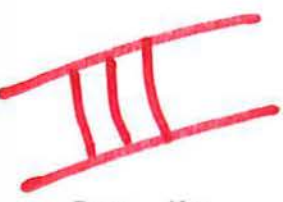
The total dollar amount of Specific Benefit claims paid by Sun Life will be determined after the end of the Policy Year and the Run-Out Period

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 Rating Refund

The following are not included in your policy:

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

0	\$0	0
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Res. No. - 17 - 18 . By Alderperson Wolf. December 4, 2017.

A RESOLUTION authorizing the appropriate City officials to execute the attached Termination and Release document regarding the South Pier Townhomes - Phase I Land.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Termination and Release, a copy of which is attached hereto.

Suspend
|
Pass
|

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**TERMINATION AND
RELEASE**
(South Pier Townhomes – Phase I Land)

Document Number

Document Title

THIS TERMINATION AND RELEASE (the "Release") is executed this ____ day of November, 2017, by the City of Sheboygan ("City") and the Redevelopment Authority of the City of Sheboygan ("RDA").

Recitals

A. The City and RDA are parties to and beneficiaries of that certain Cooperation Agreement for the Conveyance and Private Development of Land (South Pier Townhomes Project) dated June 22, 2016 (as the same may be amended or restated from time to time, the "Cooperation Agreement") relating to the development of the real property described in Exhibit A, attached hereto and made a part hereof by this reference (the "Project Site").

B. The City and the RDA are also parties to and beneficiaries of that certain Development Agreement dated July 30, 2003, recorded against the Project Site and adjacent lands on August 12, 2003 as Document No. 1701703, as amended by that certain First Amendment to Development Agreement dated June 25, 2004, and recorded as Document No. 1739005 (the "Blue Harbor Development Agreement").

C. The RDA is also a party to that certain Ground Lease dated June 22, 2016 (the "Ground Lease"), pursuant to which, among other things, the RDA leases the Project Site to South Pier Sheboygan, LLC and HCI Properties WI, Inc..

D. Developer has completed construction of Phase I of the Project described in the Cooperation Agreement and intends to exercise its option to purchase that portion of the Project Site described on Exhibit B, attached hereto and made a part hereof by this reference (the "Phase I Land").

E. In order to facilitate Developer's acquisition and permanent financing of the Phase I Land, Developer has requested that the City and RDA agree to terminate and release their respective rights and interests under the Cooperation Agreement and Ground Lease as to the Phase I Land, and to confirm that the City and RDA have no rights or interests in the Project Site under the Blue Harbor Development Agreement, except for a restriction against construction of a water park on the Project Site. The City and RDA are willing to do so on the terms and conditions stated herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the RDA do hereby agree as follows:

1. City and RDA hereby terminate and release all of their respective rights and interests in and to the Cooperation Agreement with respect to the Phase I Land, and agree that the Cooperation Agreement shall no longer encumber the Phase I Land in any respect whatsoever.
2. City and RDA hereby terminate and release all of their respective rights and interests in and to the Ground Lease with respect to the Phase I Land, and agree that the Ground Lease shall no longer encumber the Phase I Land in any respect whatsoever.

Recording Area

This document drafted by and upon recording, returned to:

Danielle M. Bergner, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Ave, Ste. 3300
Milwaukee, WI 53202-4108

See Exhibit A.

Parcel Identification Number

3. City and RDA hereby acknowledge and agree that City and RDA have no rights or interests in the Project Site pursuant to the Blue Harbor Development Agreement referenced in Paragraph B of the Recitals. City and RDA hereby terminate and release all of their respective rights and interests in and to the said Blue Harbor Development Agreement with respect to the Project Site, if any, and acknowledge and agree that Section 25 of the Blue Harbor Development Agreement is the only provision of such agreement that encumbers the Project Site.

4. Notwithstanding anything to the contrary set forth herein, the City's and RDA's rights, title and interests in the Cooperation Agreement and Ground Lease hereby remain in full force and effect with regard to the real property described on Exhibit C, attached hereto and incorporated herein.

This Release may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement.

(Signatures on following pages.)

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

PARCEL I:

Lot Six (6) in SOUTH PIER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-six (26), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key No. 59281322006

PARCEL II:

Lots One (1) and Three (3) of CERTIFIED SURVEY MAP, being a redivision of Lots 7 and 8 of "South Pier", being a part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-three (23), the Northeast One-quarter (1/4) of the Northwest One-quarter (1/4) and the Northwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty-six (26), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin, being recorded in the Office of the Register of Deeds on July 18, 2016 in Volume 27 of Certified Surveys, Pages 206 through 210, inclusive, as Document No. 2023967.

Part of Tax Key Nos. 59281322007 and 59281322008

PARCEL III:

Lot One (1) of CERTIFIED SURVEY MAP, being a redivision of Lot 9 of "South Pier", being a part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty-six (26), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin, being recorded in the Office of the Register of Deeds on July 18, 2016 in Volume 27 of Certified Surveys, Pages 211 through 214, inclusive, as Document No. 2023968.

Part of Tax Key No. 59281322009

EXHIBIT B

LEGAL DESCRIPTION OF PHASE I LAND

Lot Six (6) in SOUTH PIER PLAT, located in the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northeast One-quarter (1/4) of Section Twenty-six (26), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key No. 59281322006

AND

Lot Three (3) of CERTIFIED SURVEY MAP, being a redivision of Lots 7 and 8 of "South Pier", being a part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-three (23), the Northeast One-quarter (1/4) of the Northwest One-quarter (1/4) and the Northwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty-six (26), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin, being recorded in the Office of the Register of Deeds on July 18, 2016 in Volume 27 of Certified Surveys, Pages 206 through 210, inclusive, as Document No. 2023967.

Tax Key No. 59281322014

EXHIBIT C

LEGAL DESCRIPTION OF PHASE II LAND

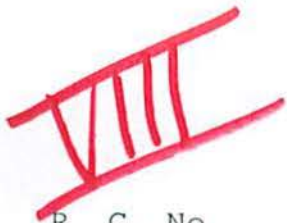
Lot One (1) of CERTIFIED SURVEY MAP, being a redivision of Lots 7 and 8 of "South Pier", being a part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-three (23), the Northeast One-quarter (1/4) of the Northwest One-quarter (1/4) and the Northwest One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twenty-six (26), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin, being recorded in the Office of the Register of Deeds on July 18, 2016 in Volume 27 of Certified Surveys, Pages 206 through 210, inclusive, as Document No. 2023967.

Tax Key No. 59281322014

AND

Lot One (1) of CERTIFIED SURVEY MAP, being a redivision of Lot 9 of "South Pier", being a part of the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-three (23) and the Northwest One-quarter (1/4) of the Northeast (1/4) of Section Twenty-six (26), all in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin, being recorded in the Office of the Register of Deeds on July 18, 2016 in Volume 27 of Certified Surveys, Pages 211 through 214, inclusive, as Document No. 2023968.

Tax Key No. 59281322009



R. C. No. - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
December 4, 2017.

Your Committee to whom was referred the following:

1. 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
2. Res. No. 99-17-18 by Alderperson Donohue providing for the sale of approximately \$4,855,000 Water Utility Revenue Bonds, Series 2018;

recommends accepting and filing the Report of Officer and passing the Resolution.

reg.

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

57

Res. No. 99 - 17 - 18. By Alderperson Donohue. November 20, 2017.

A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$4,855,000 WATER UTILITY REVENUE BONDS, SERIES 2018.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately \$4,855,000 for the public purpose of paying the cost of extensions, additions and improvements to the municipal water utility, including financing an elevated tank (the "Project") and refunding certain outstanding obligations of the City, specifically, the callable maturities of the Water Utility Revenue Bonds, Series 2007, dated April 15, 2007 (the "Refunding");

WHEREAS, cities are authorized by the provisions of Section 66.0621, Wisconsin Statutes, to borrow money and to issue water utility revenue bonds to provide funds for extending, adding to and improving a public utility or refunding obligations issued to finance such extensions, additions and improvements; and

WHEREAS, the Common Council of the City hereby finds and determines that water utility revenue bonds in an amount of approximately \$4,855,000 should be issued, pursuant to Section 66.0621, Wisconsin Statutes, for the purpose of paying the cost of the Project and the Refunding.

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

Section 1. Issuance of the Bonds. The City shall issue water utility revenue bonds designated "Water Utility Revenue Bonds, Series 2018" (the "Bonds") in an amount of approximately \$4,855,000 for the purposes above specified.

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

~~Finance~~
Personnel
approve.

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

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

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the Common Council shall consider taking further action to provide the details of the Bonds and to award the Bonds to the lowest responsible bidder therefor.

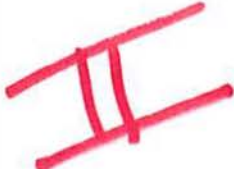
Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.



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

Dated _____, 20__ . _____, City Clerk

Approved _____, 20__ . _____, Mayor



5.1

R. O. No. 213 - 17 - 18. By BOARD OF WATER COMMISSIONERS.
November 6, 2017.

To the Honorable, the Mayor and Common Council:

In order to fund the south water tower at \$2.4 million, and refund the 2007 revenue bonds at \$2.34 million for interest savings, the Sheboygan Water Utility intends to seek a revenue bond issuance for the combined purposes in the amount of \$4.74 million in 2018. Interest savings on the refunded bonds is estimated to be \$229,000.

The Utility would repay this issuance entirely using water revenues. The Wisconsin Public Service Commission (PSC) would establish any necessary rate increase to cover loan payments.

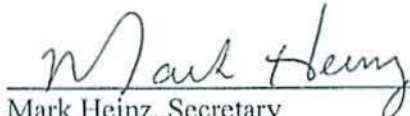
As the Water Utility operates entirely on water revenues, there would be no cost to the City of Sheboygan. The Water Utility's annual tax equivalent payment to the City would be expected to increase by approximately \$52,000 upon completion of the project, using current tax rates.


By way of this Report, the Board of Water Commissioners requests Common Council approval for the Utility to proceed with the sale and acceptance of aforementioned revenue bonds.

*Finance + Personnel
acceptable*

BOARD OF WATER COMMISSIONERS


Gerald R. Van De Kreeke, President


Mark Heinz, Secretary


Raymond W. Haen, Member

VIII

R. C. No. - 17 - 18 . By FINANCE AND PERSONNEL COMMITTEE.
December 4, 2017.

Your 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.

reg

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.8

Res. No. 98 17 - 18. By Alderpersons Donohue and Bohren.
November 20, 2017.

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for engineering software.

Establish an appropriation for GIS software for the Engineering Department.

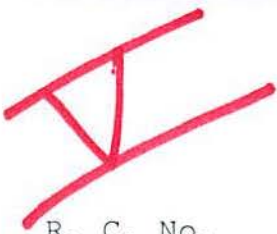
FROM	TO	TOTAL
Capital Project Fund Street Improvements 40033140-631200	Capital Project Fund GIS Software 40032100-649100	\$65,000

*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



R. C. No. - 17 - 18. By PUBLIC WORKS COMMITTEE. December 4, 2017.

Your 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.

ref

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Richards, Susan

From: Alderperson Jim Bohren
Sent: Tuesday, October 24, 2017 7:46 AM
To: Richards, Susan
Cc: Biebel, David; Sazama, Ryan; Domagalski, Christopher; Alderperson Todd Wolf; Alderperson Ryan Sorenson; djm1974@yahoo.com
Subject: FW: Cherry lane parking
Attachments: 20171023_170312_resized.jpg; 20171023_170419_resized.jpg; 20171023_170353_resized.jpg

Sheboygan City Clerk Sue Richards - Sue

Please include the attached email and the attached petition from Mr. David Mihm of 1144 Cherry Lane Sheboygan requesting that the parking restrictions on Cherry lane be changed as a document for the 11/6/17 Council meeting. Please refer to the Public Works Committee. Please include Alderman Sorenson's name on the document. Mr. Mihm can be reached at 920-207-2959. Thank you.

Alderman Jim Bohren

Serving on the Sheboygan Common Council Since April, 2006.

8th District - Wards 24, 25 & 26
City of Sheboygan, Wisconsin
920.452.1777
jim.bohren@ci.sheboygan.wi.us

2017 - 2018 Committee Assignments

Finance & Personnel Committee - Vice Chairman

From: djm1974 [djm1974@yahoo.com]
Sent: Monday, October 23, 2017 5:22 PM
To: Alderperson Ryan Sorenson
Cc: Alderperson Jim Bohren
Subject: Cherry lane parking

To whom it may concern,

I am writing you today to please address the parking situation on Cherry Lane in Sheboygan. Right now we are under a parking restriction of no parking during school days 7 a.m. to 4 p.m. When these parking restrictions were put into place, one of the main entrances was on 12th Street for South High School. Now this entrance is only open before and after school. The main office has been relocated to the southwest corner of the school along with the main entrance to the commons. I have attached the petition that I have taken of the residents of Cherry lane. That I have been able to contact.

Thank you for you time,











DAVID MIHM

Sent from my U.S. Cellular® Smartphone

We the residents of Cherry Lane would like to see the parking rules changed. Right now we are under a No Parking during School Days 7am-4pm, we would like to see these rules be changed to Resident Parking Only or abolished all together. When these rules were put into affect one of the main entrances for South High was on South 12th Street. Now this entrance is only open before and after school. The main entrance to South High is now located at the southwest corner of the school in the Commons.

Name - Print/Sign	Address	Phone
Tammie Altm	1144 Cherry Ln	(907) 377-9295
Tammie Altm Tammie Altm	1144 Cherry Lane	(907) 377-9295
David Miller	1144 Cherry Lane	(907) 377-9295
Annette Bostler	1150 Cherry Lane	920-457-0603
Annette Bostler	1150 Cherry Lane	920-457-0603
CLARA THEODORE	7155 Cherry Lane	452-3604
Lisa Shumway	1149 Cherry Lane	(920) 457-0603
Lisa Shumway	1149 Cherry Lane	(920) 457-0603
OK King Theodor	1152 Cherry Ln	920-457-0603
Alicia Kev	1149 Cherry Lane	(920) 457-0603
Alicia Kev	1149 Cherry Lane	(920) 457-0603
Roy Junc	1125 Cherry Lane	920-457-0603
Roy Junc	1125 Cherry Lane	920-457-0603
David Bostler	1107 Cherry	920-457-0603
David Bostler	1107 Cherry	920-457-0603
May Junc	1107 Cherry	920-457-0603
May Junc	1107 Cherry	920-457-0603

We the residents of Cherry Lane would like to see the parking rules changed. Right now we are under a No Parking during School Days 7am-4pm, we would like to see these rules be changed to Resident Parking Only or abolished all together. When these rules were put into affect one of the main entrances for South High was on South 12th Street. Now this entrance is only open before and after school. The main entrance to South High is now located at the Southwest corner of the school in the Commons.

Name Print/Sign	Address	Phone #
JOHN LEONHART 	1106 CHERRY LN	451 6027
Xe Yang 	1113 Cherry Ln	889-6477
Har Yang 	1131 Cherry Lane	980-5800
Jenn Engelman 	1120 Cherry Ln	418 7790
Ston 	1126 Cherry Ln	920 912 2333
Cindy Bryan 	1126 Cherry Ln	920 910 0529
Daniel 	1119 Cherry Ln	920-452-3236
Jackie 	1119 Cherry Ln	920 452 3336
Jesse 	1132 Cherry Ln	920 254 1234
Chris 	1132 Cherry Ln	920 254 1234

~~IX~~
Gen. Ord. No. - 17 - 18. By Alderpersons Donohue, Rindfleisch and
Trestler. 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

Alicia 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.

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

Other Matters

9.1

R. C. No. 181 - 17 - 18. By PUBLIC SAFETY COMMITTEE. November 20, 2017.

Your 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.

*Lies over
ref*

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: 2018 Fire Department Capital Budget Station Repairs

REPORT PREPARED BY: Michael Romas, Fire Chief

REPORT DATE: November 2, 2017

MEETING DATE: November 15, 2017

FISCAL SUMMARY:

Budget Line Item:	Building Improvements
Budget Summary:	Capital Improvement Fund
Budgeted Expenditure:	\$778,725
Budgeted Revenue:	G.O. Debt

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: Fire Station 1 requires major building repairs. A structural survey, performed May 28, 2015 on Fire Station 1 (9th Street and New York Avenue) by ZS Structural Engineering Company recommended a ten-year interior and exterior repair plan totaling \$1.1 million. The approved 2018-2022 Capital Improvement Program includes \$778,725 and \$337,090 in 2018 and 2021 respectively.

STAFF COMMENTS: Here are the justifications to proceed with the repairs to Fire Station 1 as approved in the 2018 Capital Improvement Fund budget:

1. The firefighters working and living in stations 1, as well as visitors, are at risk.
2. Repair costs will increase.
3. Due to reductions in 2017 Capital budget (from \$6.3 million to \$5.0 million), 90% of the repairs to Station 1 was stopped, delayed and extended out over four years, increasing safety risks.
4. Keeping five stations repaired and operational is the most cost-effective option (\$1.4 million), when compared to combining 2 stations into one newly built station. (\$3.0 million) or adding a fire station to a new city hall (\$2.25 million).
5. If the five-station model changes, the repairs will still be needed to sell the property.
6. Repair work at Station 1 already begun in 2017 and continuing through completion is the most cost-effective option.
7. In anticipation of repairs, the work has been scheduled early to mid-2018. Alterations to the schedule will delay safety improvements.

ACTION REQUESTED: Motion to recommend Common Council authorize city staff to seek bids for Station 1 building repairs, consistent with the adopted 2018 budget.

ATTACHMENTS:

- I. Original ZS engineering studies for Station 1.



The City of Sheboygan Fire Station No. 1

ZS LLC

Property Assessment Report-FINAL

10501 West Research Drive
Suite 207
Milwaukee, WI 53226

Phone: 414-727-5000
Fax: 414-727-6666

www.zslc-us.com

- Building Envelope Consulting
- BIM Consulting
- Structural Engineering
- Forensic Engineering

Prepared for:
City of Sheboygan
828 Center Avenue, Suite 205
Sheboygan, WI 53081
Attn: Mr. Bernard Rammer
Purchasing Agent



Sheboygan Fire Station No. 1
833 New York Avenue
Sheboygan, WI 53018



**IBC Engineering Services,
Inc.**

N8W22195 Johnson Dr.
Suite 180
Waukesha, WI 53186

Phone: 262-549-1190
Fax: 262-549-1120

www.ibcengineering.com

- Mechanical
- Electrical
- Plumbing Engineering



May 29, 2015
ZS Project No. 7402



Building Envelope Consulting
BIM Consulting
Structural Engineering
Forensic Engineering

ZS LLC
10501 W. Research Drive
Milwaukee, WI 53226

Phone 414.727.5000
Fax 414.727.6666
Web zslc-us.com

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Building Envelope Consulting
BIM Consulting
Structural Engineering
Forensic Engineering

ZS LLC
10501 W. Research Drive
Milwaukee, WI 53226

Phone 414.727.5000
Fax 414.727.6666
Web zslc-us.com

May 29, 2015

Mr. Bernard Rammer
Purchasing Agent
City of Sheboygan
828 Center Avenue, Suite 205
Sheboygan, WI 53081

**Subject: Fire Station 1 Condition Assessment FINAL Report
833 New York Avenue, Sheboygan, Wisconsin**

Dear Mr. Rammer:

The following is a report associated with the ZS LLC (ZS) condition assessment of the Sheboygan Fire Station No.1 property located at 833 New York Avenue in Sheboygan, Wisconsin. ZS teamed with IBC Engineering (IBC), a Mechanical, Electrical, and Plumbing engineer, to perform the assessment.

INTRODUCTION

The ZS/IBC team was retained to perform a Condition Assessment related to the 2 story fire station structure located at 833 New York Avenue in Sheboygan, Wisconsin (Figure 1). The scope of the assessment included a 3D laser scan of the building's exterior facade and parapets, as well as surveys of the following systems: site, building envelope, structural, architectural, mechanical, plumbing, electrical, and fire suppression and detection.

The primary goal of this Condition Assessment was to evaluate the conditions of exterior and interior elements, describe conspicuous defects associated with the parking garage facade, provide projected remaining useful life, and provide a twelve (12) year projected capital project outlook associated with maintenance and repairs to the building. The completion of these goals will help advance the vision of the City of Sheboygan for the project by balancing project cost, building performance, and the overall architecture of the building.

BACKGROUND

The subject facility is a two story masonry structure that was originally built in 1907, and is approximately 14,600 square feet. The structure is a City of Sheboygan and Sheboygan County Historic Landmark, and is currently in use as the City of Sheboygan's Fire Station No. 1 (Figure 2). The primary exterior building envelope components consist of original cream city brick coursing, limestone architectural elements, aluminum framed storefront entrance and window systems, and an EPDM roof system. Spaces within the building consist of mechanical space, vehicle storage, offices, bedrooms, a kitchen and exercise room.

3D Laser Scan

Description: A 3D laser scanner was used to document and assess the conditions of exterior facades and parapets, as well as detection of out-of-plane wall movement which would otherwise not be noticeable using standard inspection techniques. Multiple scan locations were determined and then combined into a composite point cloud to prepare a 3D model (Figure 3). The point cloud was then used to perform out of plane movement analysis of the parapets and for investigation and quantification of any other anomalies identified during the survey.

Images: Using the laser scanning data, out-of-plane movement of the walls were identified and accurately measured and depicted. Figures 4 - 6 show the extent of movement of the walls at different elevations. The figures show a colorized point cloud scale depicting the extent of the out-of-plane movement. Red colored areas of the scan indicates out-of-plane wall movement of two inches. For this type of wall, areas of the wall that are bulging two inches or greater are considered excessive and should be repaired.

Findings/Observations: The following specific conditional issues were noted during the laser scan of the facades: bulging brick at parapet level and tower on north and west facades (Figures 4 - 6).

FIELD OBSERVATIONS

ZS and IBC performed a thorough visual survey of the existing building systems at the subject facility. Each building system type was identified, inventoried, and conditionally assessed. The following represents a description and conditional overview for each building system:

I. Exterior

Description: Assessment of the building's exterior systems including: site features, exterior masonry walls, parapets, doors, windows, roofs, and below-grade foundation waterproofing.

A. Site: Assessment of hardscapes, exterior stairs, and grounds.

Description: The site surrounding the building consists of concrete below-grade steps on the west facade, an asphalt parking lot on the south facade, and concrete sidewalks and driveway area.

Estimated Age: Varies

Estimated Remaining Life: Sustainable with repair and maintenance.

Conditional Issues: The following specific conditional issues were noted during the visual survey of the exterior site:

a. Deterioration at exposed foundation walls within below-grade stairwell (Figure 7).

Repair/Timeframe: Tuckpoint exposed stone surfaces and patch spalled/deteriorated stone units (1-3 years).

B. Roof: Assessment of all roof areas.

Description: Fully adhered EPDM roof system (Figure 8).

Estimated Age: 1990

Estimated Remaining Life: 1-3 years



Conditional Issues: The following specific conditional issues were noted during the visual survey of the roof:

- a. Deteriorated stone coping sealant at all locations (Figure 9).
Repair/Timeframe: Remove all existing stone coping sealant and replace with new sealant (1-3 years).
- b. Paint deterioration on metal coping at isolated locations (Figure 10).
Repair/Timeframe: Replace copings in conjunction with roof replacement (1-3 years).
- c. Roof seams are open in approximately 25% of the locations (Figure 11).
Repair/Timeframe: Replace roof system (1-3 years).
- d. Sheet metal vents are corroded at all units (Figure 12).
Repair/Timeframe: Replace units in conjunction with roof replacement (1-3 years).
- e. Disconnected light fixture near the northeast corner (Figure 13).
Repair/Timeframe: Reattached light fixture (1-3 years).
- f. Deteriorated sealant on top of sheet metal counter flashing at all locations (Figure 14).
Repair/Timeframe: Replace roof system (1-3 years).
- g. Improperly sealed and failed seals at A/C line penetrations throughout (Figure 15 & 16).
Repair/Timeframe: Replace roof system (1-3 years).
- h. Open seams along wall flashings at multiple locations (Figure 17).
Repair/Timeframe: Replace roof system (1-3 years).
- i. Dirt buildup observed indicating water ponding at south roof edge (Figure 18).
Repair/Timeframe: Adjust roof slope to achieve positive slope to drain during roof replacement (1-3 years).
- j. Standing water in south roof gutter (Figure 19).
Repair/Timeframe: Adjust gutters to positively drain towards downspouts (1-3 years).

Roof Commentary: The existing roof systems are exhibiting numerous failures and deteriorated conditions. Complete replacement is recommended.



C. Facade: Assessment of all facades and systems.

1. Windows.

Description: The windows throughout the building are mill finish aluminum frame systems, consisting of synthetic material panels at the upper sashes and clear insulated glass at the lower sashes (Figure 20). The interior wood frames are original construction, and were refinished in the 1990's. There is a hose tower on the northwest corner of the building that includes non-original glass block units within window openings.

Estimated Age: 1990's

Estimated Remaining Life: Sustainable with repair and maintenance.

Conditional Issues: The following specific conditional issues were noted during the visual survey of the windows:

- a. Window perimeter sealant is deteriorated at all locations (Figure 21).

Repair/Timeframe: Remove existing sealant from all window units and reseal all perimeters with new sealant (1-3 years).

2. Doors.

Description: The storefront entrance assemblies are mill finish aluminum frame systems with clear single pane glazing (Figure 22). Two original wood doors are located on the west facade. Two sets of metal clad wood framed french doors with transom windows are present on the south facade.

Estimated Age: Varies

Estimated Remaining Life: Sustainable with repair and maintenance.

Conditional Issues: The following specific conditional issues were noted during the visual survey of the doors:

- a. West facade wood doors in extremely poor condition (Figure 23).

Repair/Timeframe: Replace doors on west facade (0-1 years).

3. Brick Masonry.

Description: The brick throughout the building consists of cream city brick units with red brick arched lintels above each window on the north and west facades.

Estimated Age: Original construction (1907).

Estimated Remaining Life: Sustainable with repair and maintenance.

Conditional Issues: The following specific conditional issues were noted during the visual survey of the building's exterior brick:

- a. Brick cracking at random locations (Figure 24).

Repair/Timeframe: Remove crack brick masonry units and replace with new brick provide horizontal stitching reinforcement as necessary (3-5 years).

- b. Deteriorated brick units at the chimney (Figure 25).

Repair/Timeframe: Replace deteriorated bricks (1-3 years).



c. Loose brick units at isolated locations (Figure 26).

Repair/Timeframe: Remove and reset loose brick units (0-1 years).

d. Mortar deterioration throughout (Figure 27 & 28).

Repair/Timeframe: Cut out existing mortar to a depth of a minimum of ¾" and install new pointing mortar (1-3 years).

e. Deteriorated cementitious parge coating (at removed cornice area) on upper portion/parapets at north and west facades (Figure 29).

Repair/Timeframe: Removed deteriorated parge coat and replace with alternate coating material (1-3 years).

f. Corroded steel lintels at most locations with rust jacking causing brick masonry out of plane movement and interior cracking (Figure 30 & 31).

Repair/Timeframe: Remove brick to expose lintels at identified locations, repair or replace lintels, install new through wall flashing and replace removed brick masonry (1-3 years).

4. Stone Masonry.

Description: Limestone bands as well as limestone architectural elements are present on the north facade.

Estimated Age: Original construction (1907)

Estimated Remaining Life: Sustainable with repair and maintenance.

Conditional Issues: The following specific conditional issues were noted during the visual survey of the building's exterior stone elements:

a. Cracked stone units at several locations (Figure 32).

Repair/Timeframe: Perform stone crack repair (1-3 years).

b. Erosion of outer surface of stone units along the base of the north facade (Figure 33).

Repair/Timeframe: Remove loose stone material and tool/reprofile stone units (1-3 years).

c. Spalled stone units at several locations (Figure 34).

Repair/Timeframe: Perform Dutchmen repair of spalls (1-3 years).

d. Deteriorated and cracked stone sills (Figures 35 & 36).

Repair/Timeframe: Remove deteriorated stone sills and replace with new limestone sills (1-3 years).

II. Interior

Description: Architectural systems assessment including: stairways, hallways, elevator, ADA access, fire escapes, office layout. Structural systems assessment including: foundation, structural frame, exterior walls, and parapets.

A. Basement.

Description: The basement level consists of multiple finishes, and is primarily unused. Most areas are vacant with the exception of some spaces used for storage.

Estimated Age: Original construction (1907)

Estimated Remaining Life: Sustainable with repair and maintenance.

Conditional Issues: The following specific conditional issues were noted during the interior visual survey of the basement:

- a. Corrosion of structural elements causing concrete/foundation wall spalling (Figures 37 - 39).

Repair/Timeframe: Remove all corrosion where possible. Replace structural members with section loss (0-1 years).

- b. Efflorescence on ceiling and water staining on floor under east apparatus bay (Figures 40 & 41). ZS observed active leaking into the basement while the apparatus bay floor was being washed down with water.

Repair/Timeframe: Limit heavy water spraying of the floors or install waterproofing membrane over floor to prevent leakage into the basement.

- c. Brick deterioration on brick masonry columns (Figure 42).

Repair/Timeframe: Replace deteriorated bricks units (1-3 years).

- d. Deteriorated mortar joints on brick masonry columns and along foundation walls (Figure 42).

Repair/Timeframe: Removed existing mortar joints to a depth of a minimum of $\frac{3}{4}$ " and install new mortar (1-3 years).

- e. Missing hallway ceiling tiles (Figure 43).

Repair/Timeframe: Replace ceiling tiles (0-1 years).

- f. Minor paint cracking/peeling in isolated locations (Figure 44).

Repair/Timeframe: Clean, prime and paint areas where failed (1-3 years).

- g. Water leaking from first floor garage area floor drain to basement. Water leakage from the drain is causing efflorescence in the basement as well as steel corrosion and concrete spalls on the north wall (Figure 45).

Repair/Timeframe: Replace failed floor drain (0-1 years).

B. First Floor - Second Floor.

Description: The first & second floor levels consist of multiple finishes, and are the most used floors throughout the building. The first floor is primarily apparatus bay space, as well as a common area including a kitchen. The second floor consists of bedrooms and bathrooms, with the exception of limited office space and a workout room.

Estimated Age: The first floor was remodeled in 1993; the second floor was remodeled in 1995 and 1997.

Estimated Remaining Life: Sustainable with repair and maintenance.

Conditional Issues: The following specific conditional issues were noted during the visual surveys of the first and second floors:

- a. Carpeting throughout in fair condition (Figure 46).

Repair/Timeframe: Replace carpet (3-5 years).

- b. Ceiling tiles throughout in fair condition; some ceiling tiles on the second floor showing signs of leakage/staining (Figure 47).

Repair/Timeframe: Replace ceiling tiles (3-5 years).

- c. First floor concrete flooring in fair condition (Figure 48).

Repair/Timeframe: Reseal concrete floor (1-3 years).

- d. Minor deterioration of wood trim at first floor garage door (Figure 49).

Repair/Timeframe: Replace deteriorated wood trim (1-3 years).

- e. All floor penetrations are not properly sealed and allow water from floor cleaning to leak into the basement (Figure 50).

Repair/Timeframe: Install new sealant around penetrations (0-1 years).

Interior Commentary: The interior of Fire Station No. 1 is in overall good condition.

III. Mechanical

Description: Assessment of heating, ventilation, air conditioning, water heaters, and environmental controls.

A. Heating Plant.

Description: The primary source of heating for the fire house is two 232 Mbh natural gas-fired hot water boilers located in the basement.

Estimated Age: 1996

Estimated Remaining Life: Approximately 11 years

Conditional Issues: The boilers appears to be well maintained and in relatively good condition. Fire department staff reported that the boilers have been functioning well.

Repair/Timeframe: Replace boilers at end of life expectancy.

B. Heating Distribution.

Description: Hot water supply and return piping extend from the boiler to hot water coils throughout the building.

Estimated Age: Approximately 19 years; Hot water piping was installed at same time as boilers.

Estimated Remaining Life: Can vary significantly with water quality. System appears to be well maintained, and it is reasonable to expect piping to last for the foreseeable future.

Conditional Issues: It was observed that in some areas the piping insulation was compromised or missing completely.

Repair/Timeframe: Repair or restore missing insulation at such time as is convenient. There is no functional problem caused by the missing insulation, but repairing would slightly improve energy efficiency of the system.

C. Supplemental Heating.

Description: The vehicle bays are heated by two large gas-fired unit heaters when the overhead doors are open.

Estimated Age: Less than five years

Estimated Remaining Life: 10-15 years

Conditional Issues: The units appear to be in good condition. No operational issues were reported by Fire Department staff.

Repair/Timeframe: Replace units at end of life.

D. Combined Cooling and Ventilation.

Description: The lower level eating and living areas and the upper level are cooled with three split system cooling units. The indoor unit (fan and refrigerant cooling coil) for the lower level is located above the living area ceiling, with a condensing unit hanging on the exterior of the south wall of the building.

Two indoor units (fan and refrigerant cooling coil) are located above the east and west corridors ceilings on the second level and serve the second level sleeping, office and recreation areas. The condensing units for these units are located on the roof.

All three systems include hot water coils in the supply ductwork downstream of the indoor unit to provide heating for these spaces.

Estimated Age: 16 – 18 years

Estimated Remaining Life: None – units have already exceeded typical life expectancy for this equipment.

Conditional Issues: The units appear to be working order, but are past the end of their expected life. The outdoor condensing units are in poor condition, which is to be expected given their age and exposure.

Repair/Timeframe: Replace units upon failure.



E. Exhaust Systems.

Description: Vehicle exhaust is provided by two recently installed tailpipe exhaust systems.

General exhaust from kitchen hood and from toilet rooms is provided by exhaust fans located on the roof.

Estimated Age: Less than 5 years (vehicle exhaust), 15 – 20 years (general exhaust)

Estimated Remaining Life: Vehicle exhaust should last another ten years if well maintained. It is possible that new firefighting equipment will require upgrade to vehicle exhaust before the system fails.

The general exhaust fans are not expected to last more than an additional 5 years.

Conditional Issues: The vehicle exhaust systems appear to be in good condition. There have been some ongoing functional issues with the unit in the west bay, but fire department staff reported that repair of this unit is occurring now.

The exhaust fans serving the general exhaust appear to be working order, but are past the end of their expected life and are in poor condition, which is to be expected given their age and exposure.

Repair/Timeframe: Replace units upon failure.

IV. Electrical

Description: Assessment of primary service, emergency generator, lightning protection, and lighting.

A. Utility Service and Normal Power Distribution.

Description: Sheboygan Fire House 1 has an existing underground electrical service provided by an exterior pad mounted utility transformer and building mounted utility meter/CT cabinet.

The electrical service enters at the southeast corner of the building to a 200 Amp, 120/240 Volt, single phase, three wire, (30) circuit, Siemens I-T-E indoor load center.

This load center is labeled EP-1 and serves a 100 Amp, 120/240 Volt, single phase, three wire, (30) circuit, Siemens I-T-E indoor load center.

This load center is labeled EP-2 and serves a 100 Amp, 120/240 Volt, single phase, three wire, (24) circuit, Square-D QO load center (labeled LP-3).

Estimated Age: 1999

Estimated Remaining Life: Approximately 11-14 years; the life expectancy of this electrical equipment is 25-30 years.

Conditional Issues: All of this equipment is in fair to good condition and not in need of immediate replacement.

Repair/Timeframe: Repair upon failure or if desired, replace upon equipment operating past its life expectancy.



B. Emergency Power Distribution.

Description: The existing emergency power system is served from an exterior pad mounted, 33kW natural gas, stand-by, Kohler-30RZG enclosed generator.

The emergency feeder enters the building at the same location of the normal power distribution and is protected by a 400 Amp, 240 Volt, Square-D main disconnect switch.

From there, the emergency power distribution moves onto a Kohler transfer switch and (2) circuit, Square-D enclosed circuit breaker serving emergency lighting only.

Estimated Age: 2005

Estimated Remaining Life: Approximately 15-20 years; the life expectancy of this electrical equipment is 25-30 years.

Conditional Issues: All of this equipment is in good condition and not in need of immediate replacement. Staff indicated that the generator is tested weekly and monthly. There are no current issues with it.

Repair/Timeframe: Repair upon failure or if desired, replace upon equipment operating past its life expectancy.

C. Lighting System.

Description: The existing lighting system consists of linear T8 utility light fixtures, general use surface and recessed mounted lighting fixtures and red exit signs. Lighting control consist of standard toggle wall switches. Exterior lighting consists of two wall mounted area light fixtures and a wall mounted flag pole fixture which are controlled by existing Figurecell.

Estimated Age: Unknown

Estimated Remaining Life: Unknown, the life expectancy of T8 lamps is 30,000 hours of operation and the life expectancy of electronic ballasts is 50,000 hours of operation.

Conditional Issues: Existing circuit fed from generator only serves building exit signs and second floor egress lighting.

Repair/Timeframe: The following options are presented in order to solve the existing conditional issues:

Repair Option A: Connect appropriate existing light fixtures on the first floor to existing lighting circuit feed from the existing emergency lighting circuit to provide proper egress lighting. Existing emergency lighting circuit only serves light fixtures on the second floor.

D. Paging System.

Description: The existing paging system consists of Rauland – FAX 120 head end, Rauland – AF4601 amplifier, interior and exterior load speakers, and wall mounted paging speakers and wall mounted handheld microphones.

Estimated Age: Unknown

Estimated Remaining Life: Unknown; the life expectancy of this paging equipment is 20 years.



Conditional Issues: None observed, all of this equipment is in fair to good condition and not in need of immediate replacement.

Repair/Timeframe: Repair upon failure or if desired, replace upon equipment operating past its life expectancy.

E. Phone System.

Description: The existing phone system enters the building in the basement and is distributed throughout the building to wall phones and wall jacks.

Estimated Age: Unknown

Estimated Remaining Life: Unknown; the life expectancy of a phone system is 7-10 years.

Conditional Issues: None observed, all of this equipment is in fair to good condition and not in need of immediate replacement.

Repair/Timeframe: Repair upon failure or if desired, replace upon equipment operating past its life expectancy.

F. Fire Alarm System.

Description: The existing fire alarm system consists of standalone battery operated smoke detectors.

Estimated Age: 1997

Estimated Remaining Life: Unknown; the life expectancy of fire alarm smoke detectors is 10 years.

Conditional Issues: System is past its life expectancy.

Repair/Timeframe: The following options are presented in order to solve the existing conditional issues:

Repair Option A: Remove existing standalone battery operated smoke detectors. Provide new fire alarm system to include control panel, annunciator, manual pull stations and notification devices. New fire alarm system shall be served from emergency power.

G. CATV System.

Description: The existing cable television system enters the east side of the building and is distributed throughout the building to wall outlets.

Estimated Age: Unknown

Estimated Remaining Life: Unknown; the life expectancy of this equipment is 20 years.

Conditional Issues: None observed, all of this equipment is in fair to good condition and not in need of immediate replacement.

Repair/Timeframe: Repair upon failure or if desired, replace upon equipment operating past its life expectancy.

H. Security System.

Description: The existing security system consists of a door handle keypad and pushbutton doorbell at the main entry on the north side of the building.

Estimated Age: Unknown

Estimated Remaining Life: Unknown; the life expectancy of this equipment is 100,000 cycles of operations.

Conditional Issues: None observed, all of this equipment is in fair to good condition and not in need of immediate replacement.

Repair/Timeframe: Repair upon failure or if desired, replace upon equipment operating past its life expectancy.

I. Lightning Protection System.

Description: Existing panelboard directories indicate existing lightning arrestors. However, no lightning arrestors were observed. Perhaps they are installed on top of the northwest fire hose shaft.

Estimated Age: Unknown

Estimated Remaining Life: Unknown; the life expectancy of this equipment is 20 years.

Conditional Issues: None observed.

Repair/Timeframe: Repair upon failure or if desired, replace upon equipment operating past its life expectancy.

V. Plumbing

Description: Assessment of water supply, restroom fixtures, and waste piping.

A. Domestic Water Heating.

Description: A natural gas fired water heater located in the basement provides hot water for the fire house.

Estimated Age: Approximately 10 years

Estimated Remaining Life: Approximately 5 years

Conditional Issues: The water heater appears to be well maintained and in relatively good condition. Fire department staff reported that the water heater has been functioning well.

Repair/Timeframe: Replace water heater at end of life expectancy.

B. Water Distribution.

Description: The piping in the building appears to be a mix of copper piping that was likely installed during the remodeling projects of the 1990's and older galvanized piping.

Most of the plumbing fixtures in use appear to have been replaced in the 1990's remodeling projects, although some older fixtures remain in the basement.

Estimated Age: 18 years and older.



Estimated Remaining Life: Can vary significantly with water quality. System appears to be well maintained, and it is reasonable to expect piping and fixtures to last for the foreseeable future.

Conditional Issues: All piping and fixtures appeared to be well maintained and in good working condition.

Repair/Timeframe: Repair seals and valves on plumbing fixtures as needed.

12 YEAR CAPITAL REPAIRS AND MAINTENANCE OUTLOOK

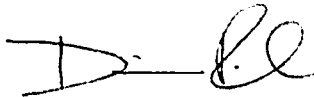
Please see the 12 Year Capital Repairs and Maintenance Outlook repair list and cost estimate in Appendix A. Repairs are listed and categorized by 0-1 year, 1-3 year, 3-5 year, 5-8 year, and 8-12 year repairs. Costs are in 2014 values and are not escalated.

CLOSING

If you have any questions or require additional information, please feel free to contact our office.

Sincerely,

ZS LLC



Darin C. Rickert, AIA, RRC, LEED AP
Senior Architect and Building Envelope Consultant



REPRESENTATIVE FIGUREGRAPHS

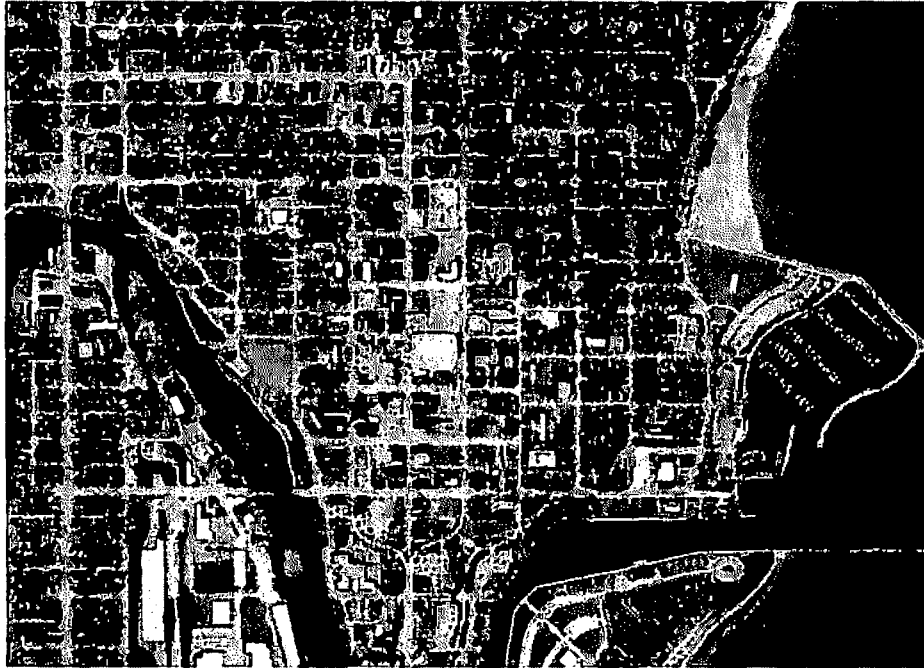


Figure 1: Fire Station No. 1 location.

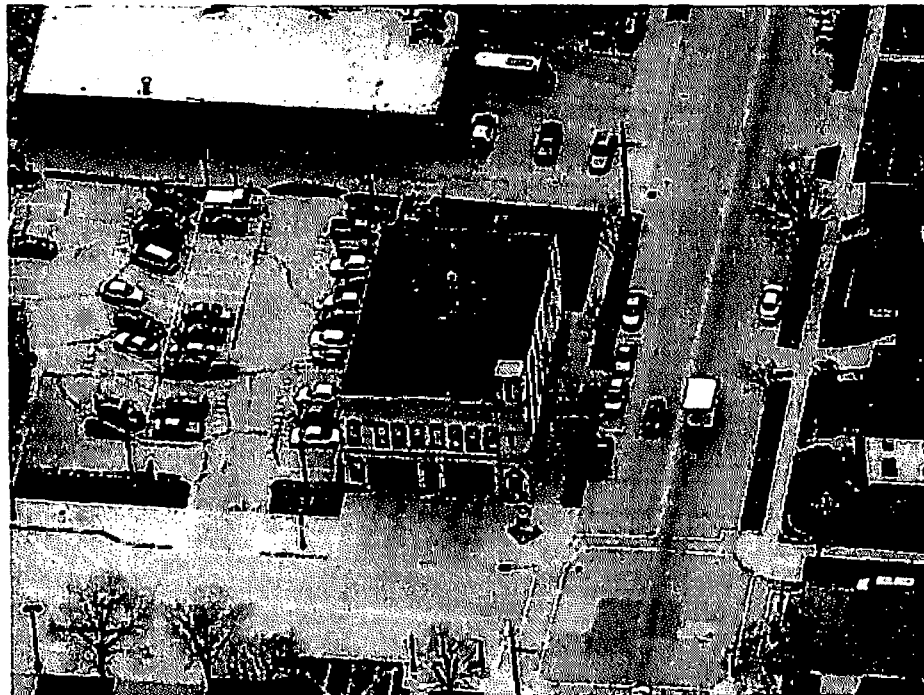


Figure 2: Fire Station No. 1 Aerial View.



Figure 3: Sheboygan Fire Station No. 1 colorized 3D laser scan image.

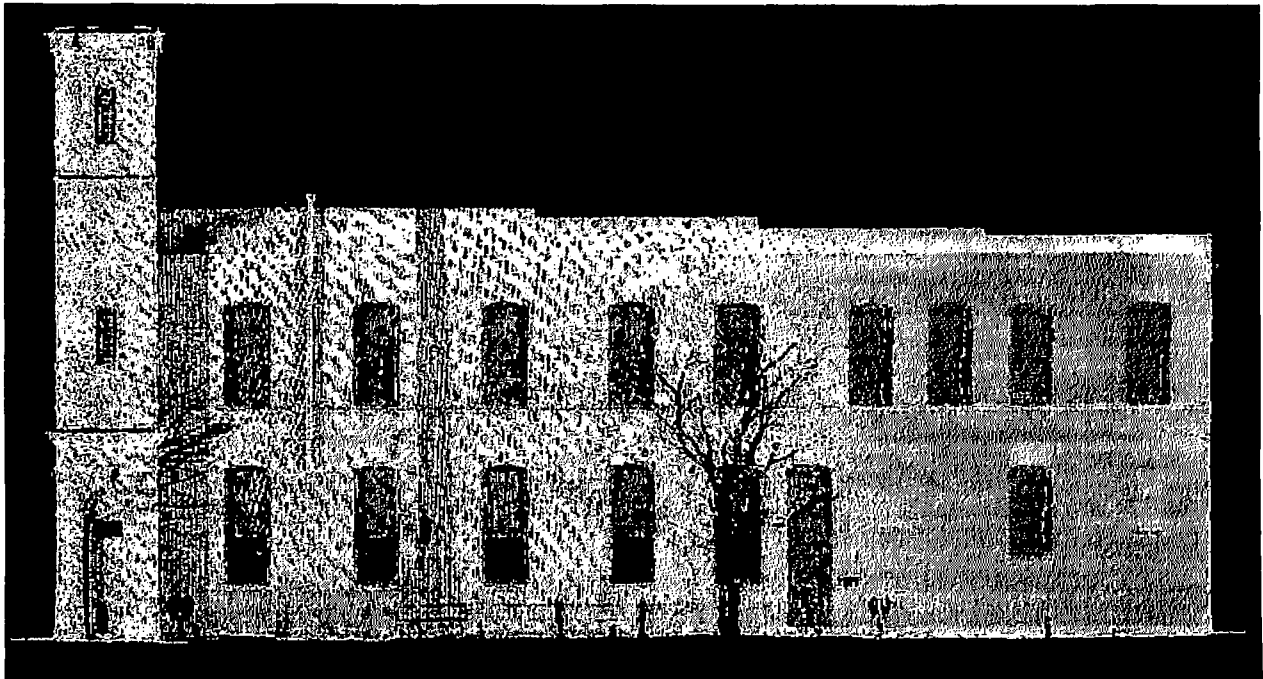


Figure 4: West elevation, plane deviation analysis.

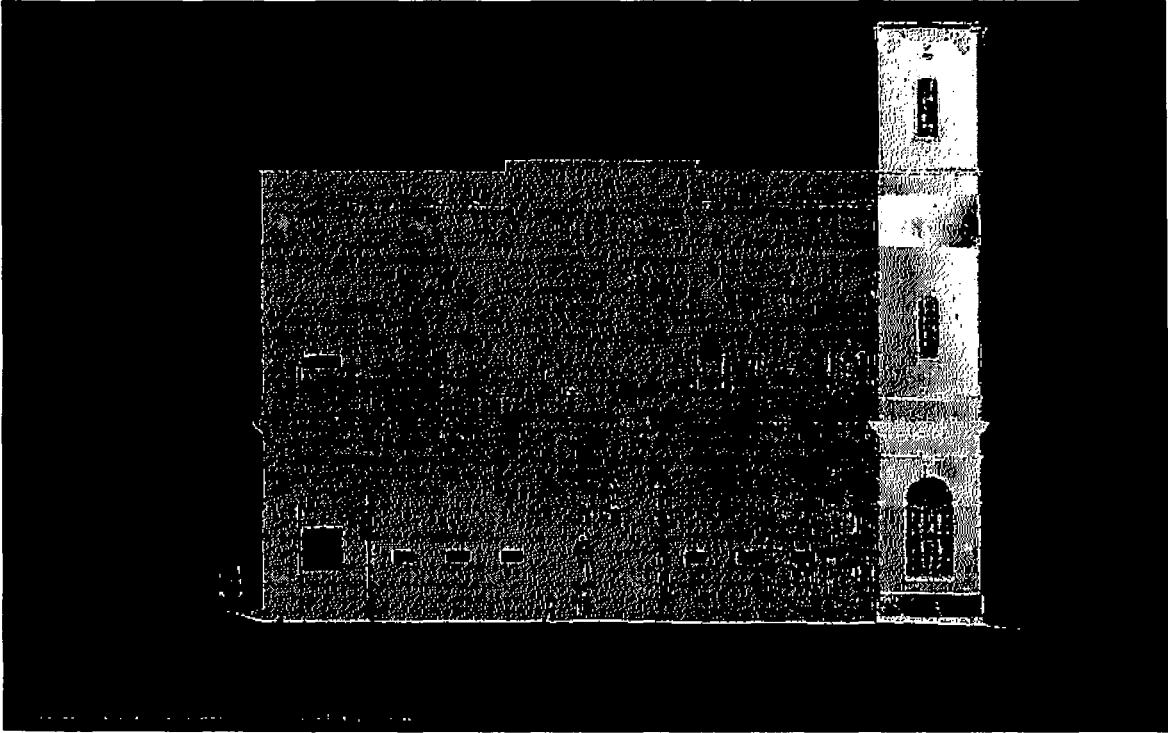


Figure 5: North tower facade, plane deviation analysis.

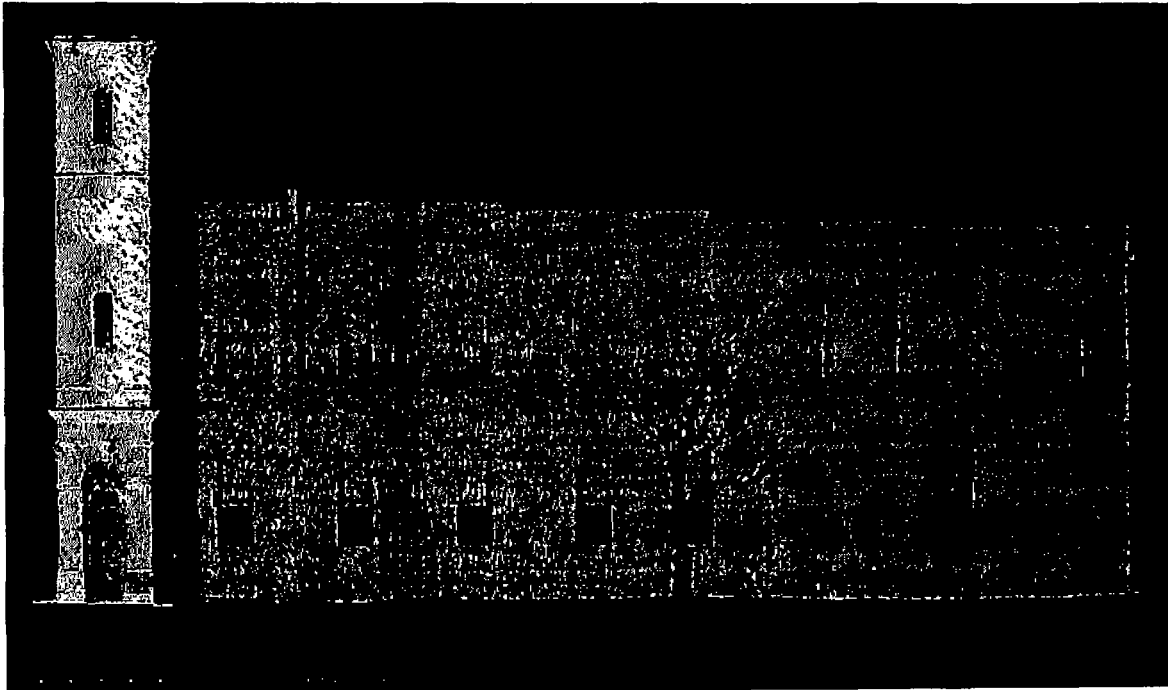


Figure 6: Tower west facade, plane deviation analysis.



Figure 7: Deteriorated foundation walls.

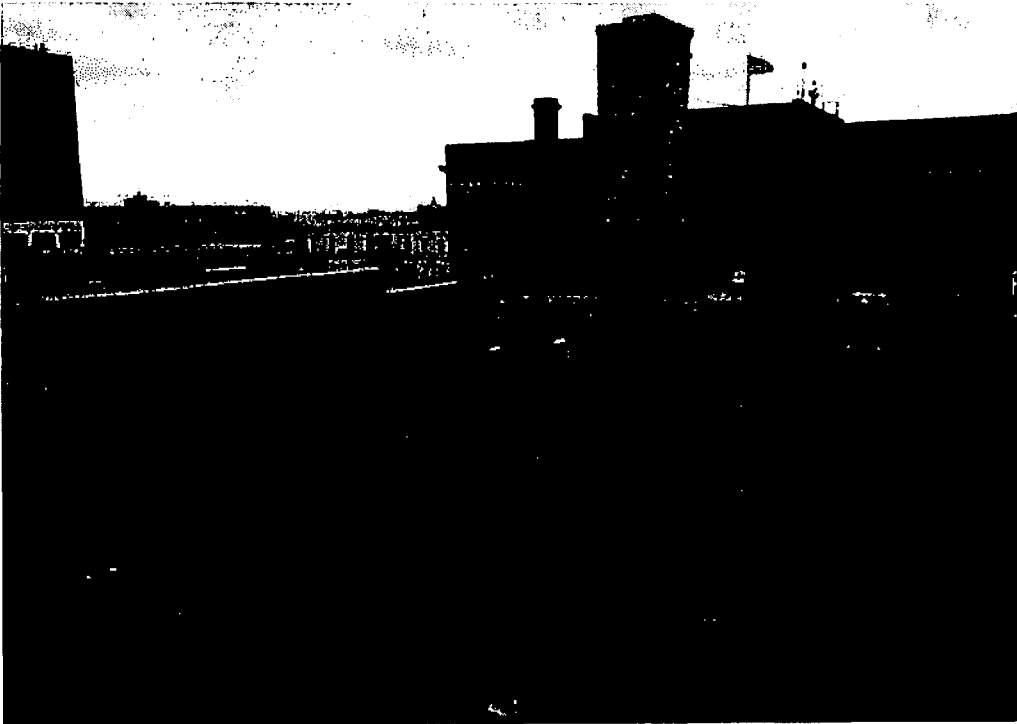


Figure 8: Full adhered EPDM roof system.

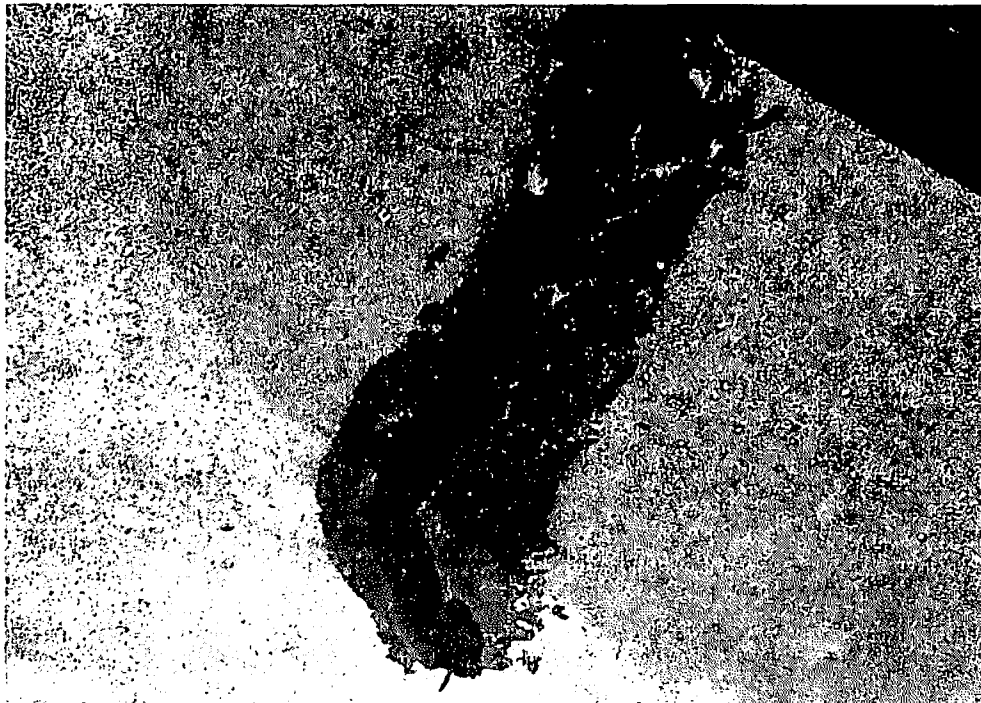


Figure 9: Deteriorated stone coping sealant.

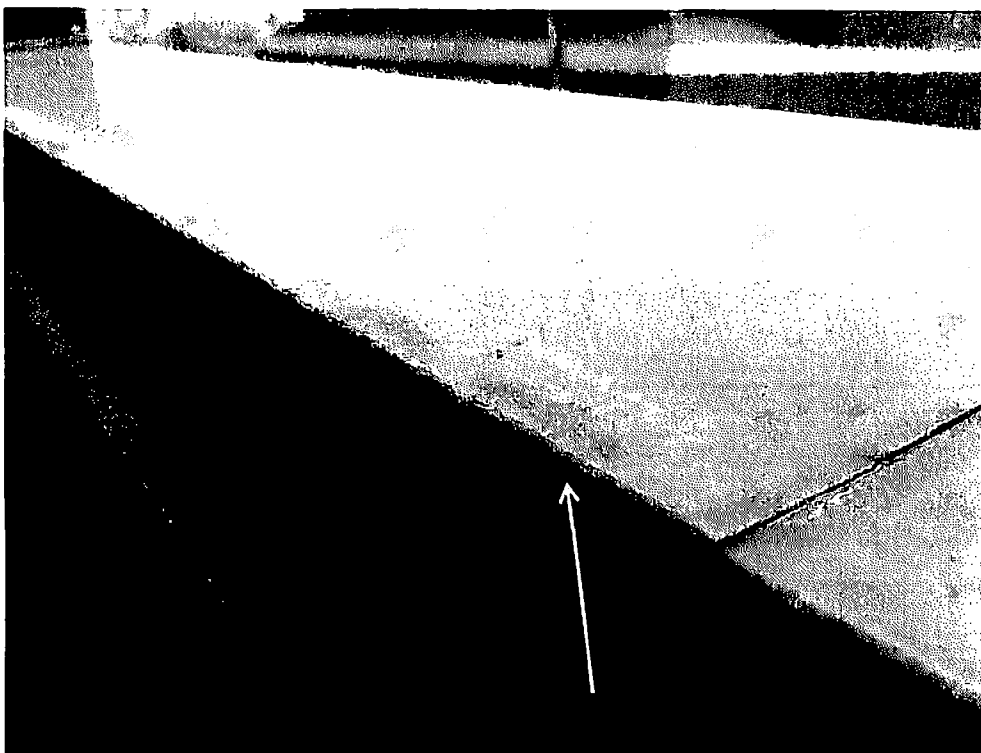


Figure 10: Coping paint deterioration.

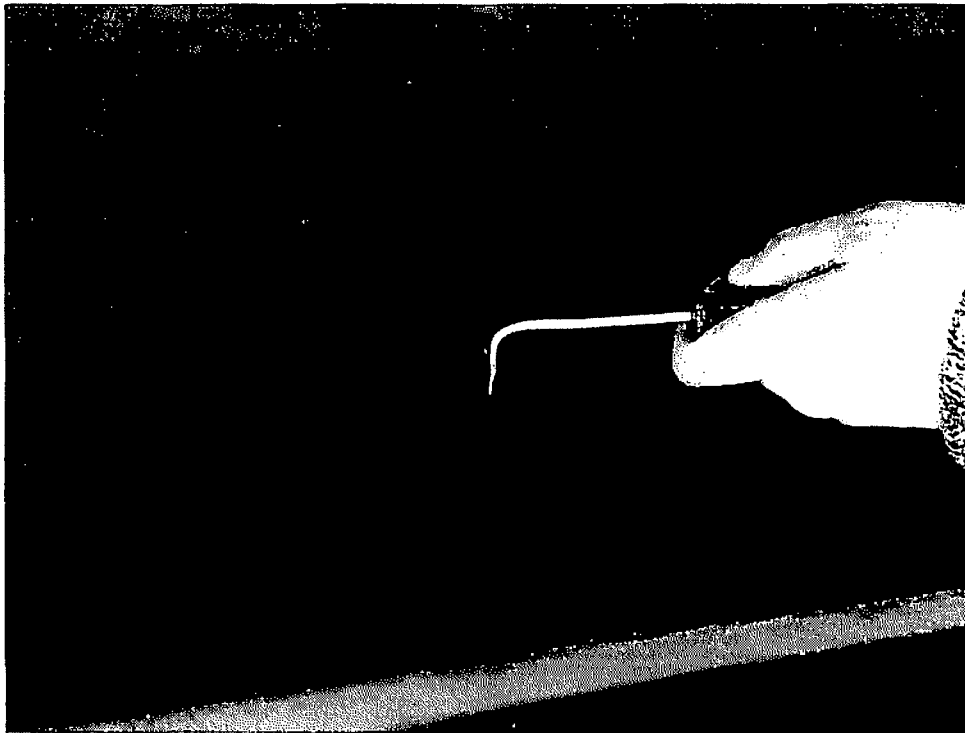


Figure 11: Open roof seam.



Figure 12: Corroded metal vent.

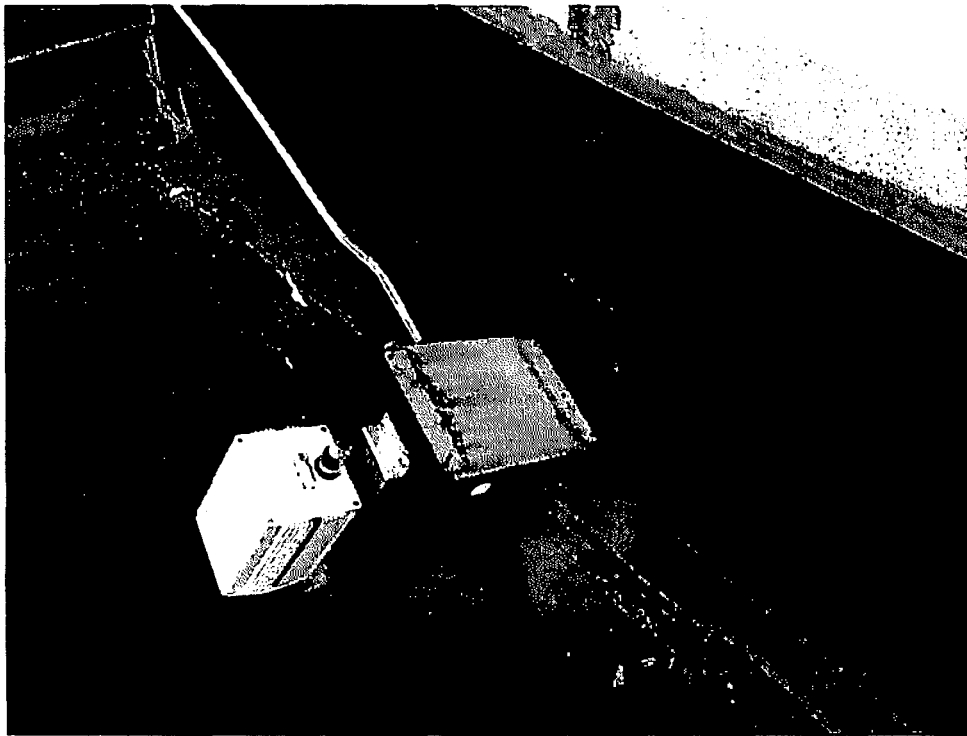


Figure 13: Disconnected light.

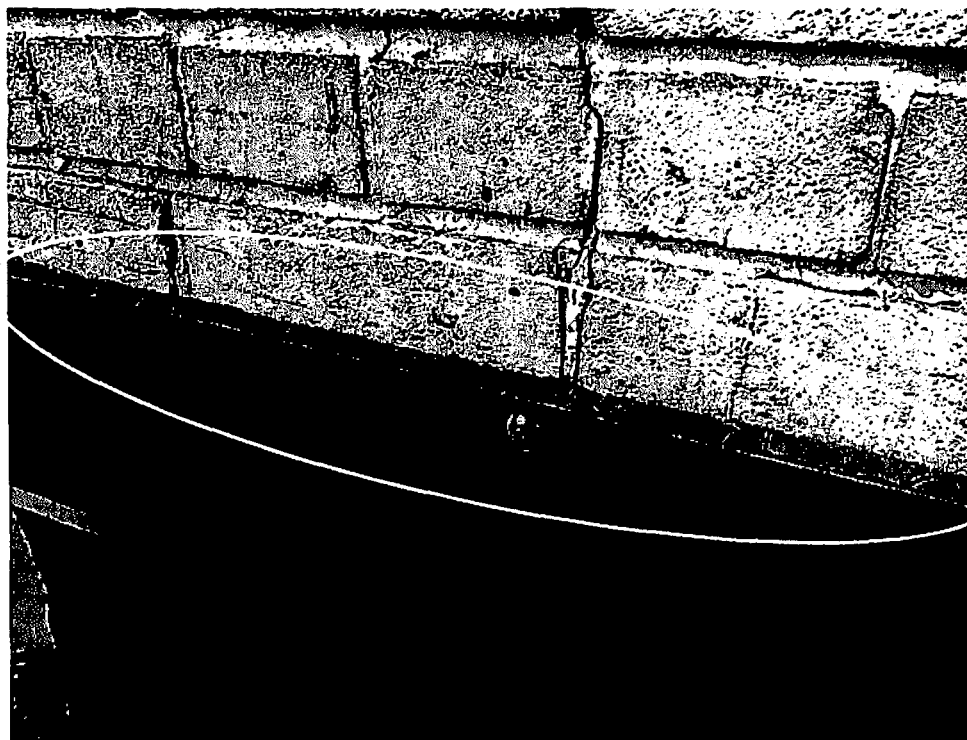


Figure 14: Deteriorated sealant at top of counterflashing.

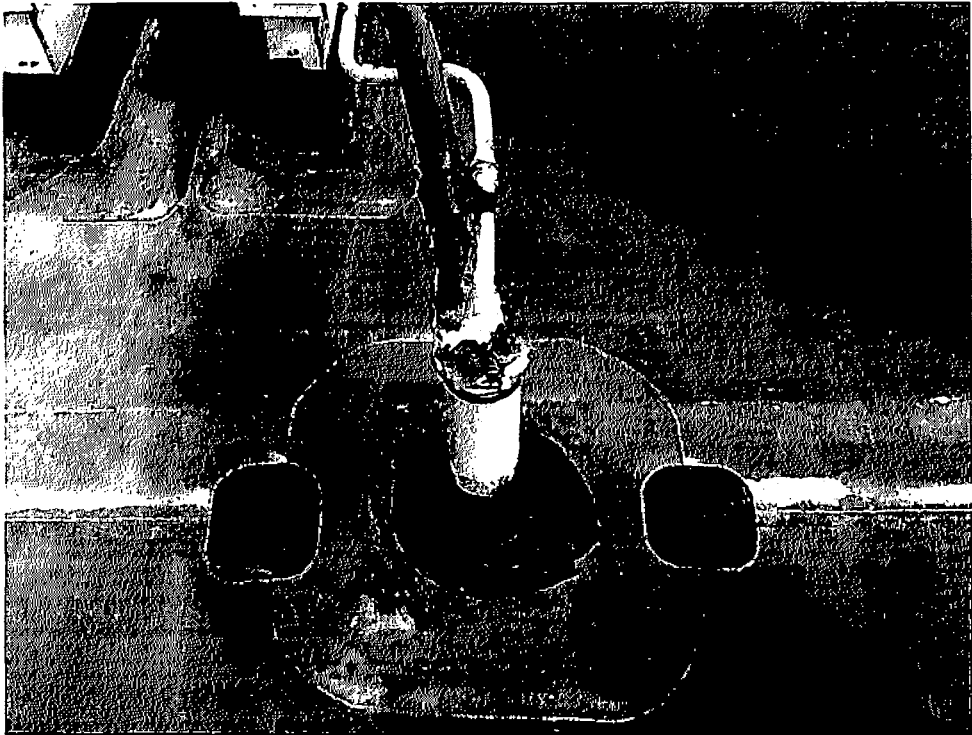


Figure 15: Deteriorated seal at A/C line penetration.

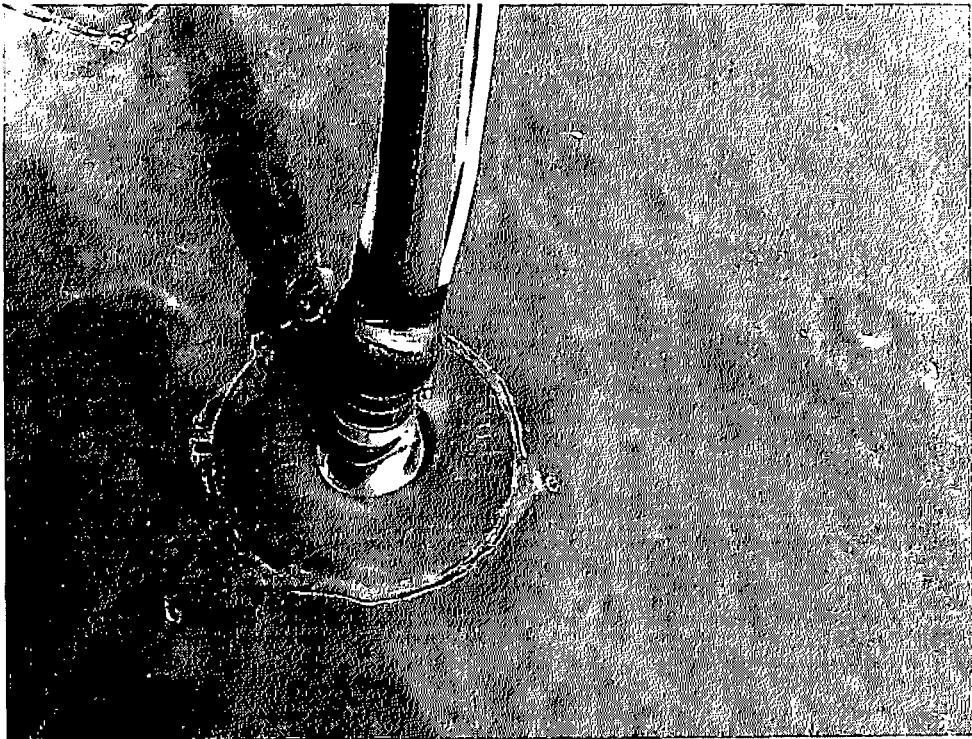


Figure 16: Improperly sealed A/C line penetration.

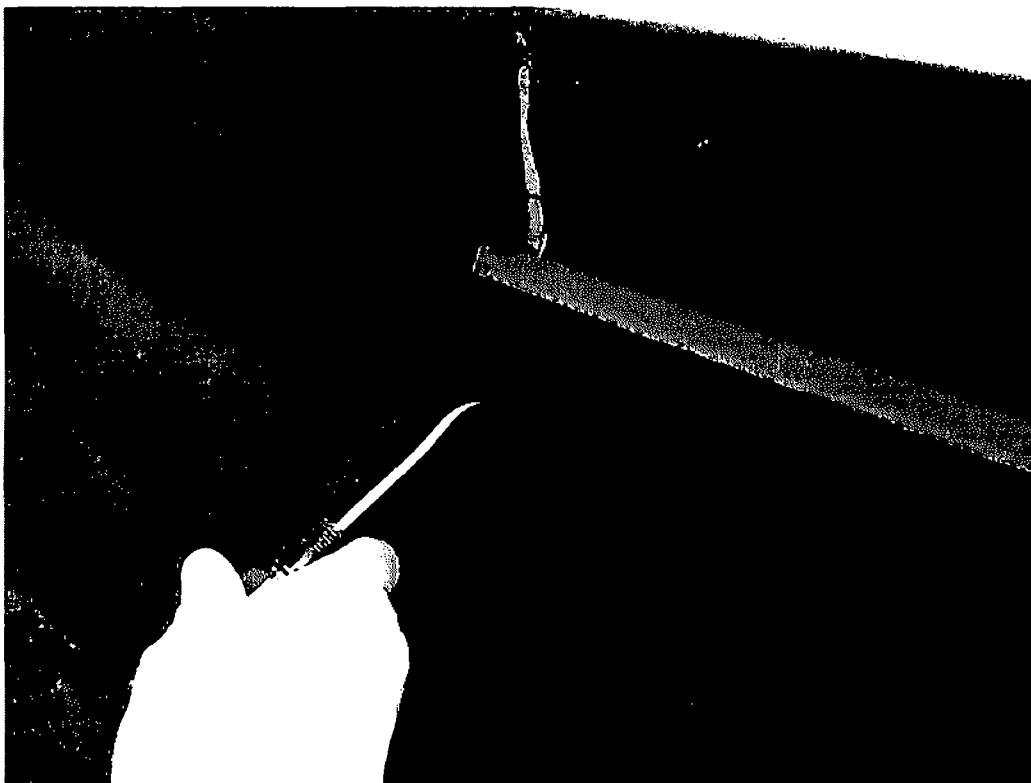


Figure 17: Open flashing seam.

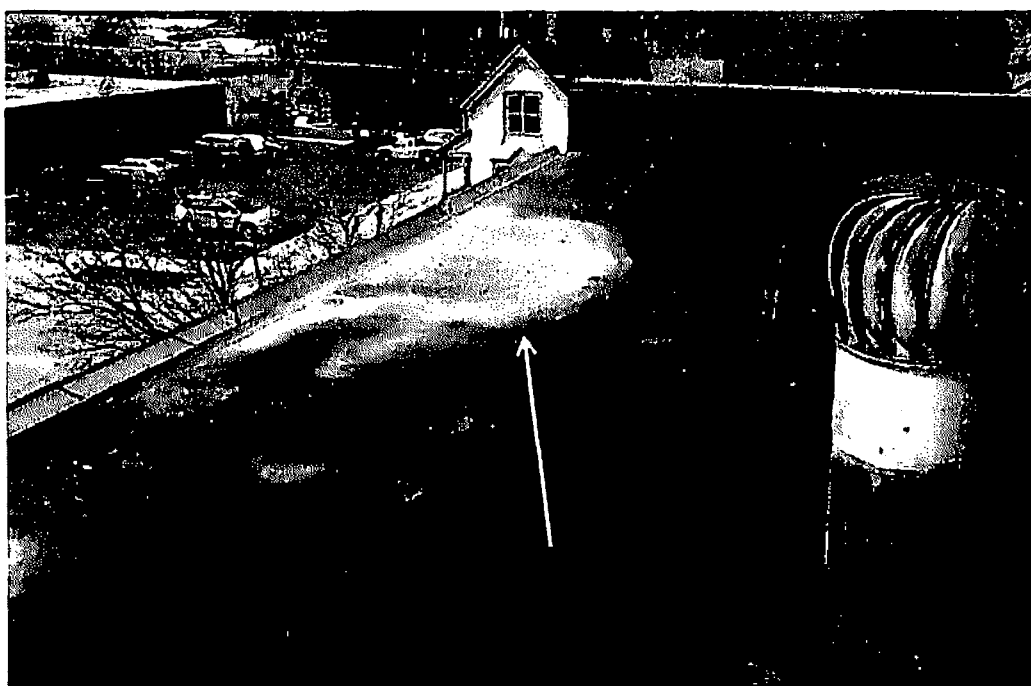


Figure 18: Ponding at south roof edge.

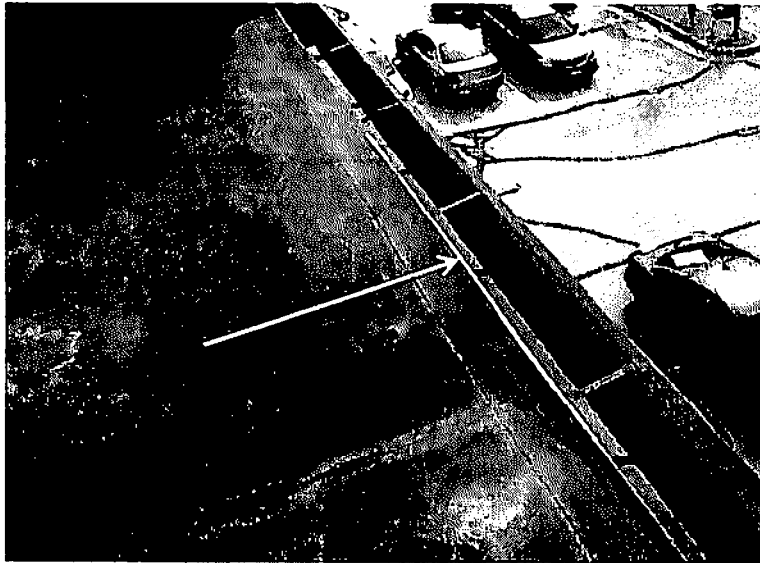


Figure 19: Standing water in south roof gutter.



Figure 20: Typical window systems.



Figure 21: Failed window perimeter sealant.



Figure 22: Typical entrance door system.



Figure 23: Deteriorating wood door.

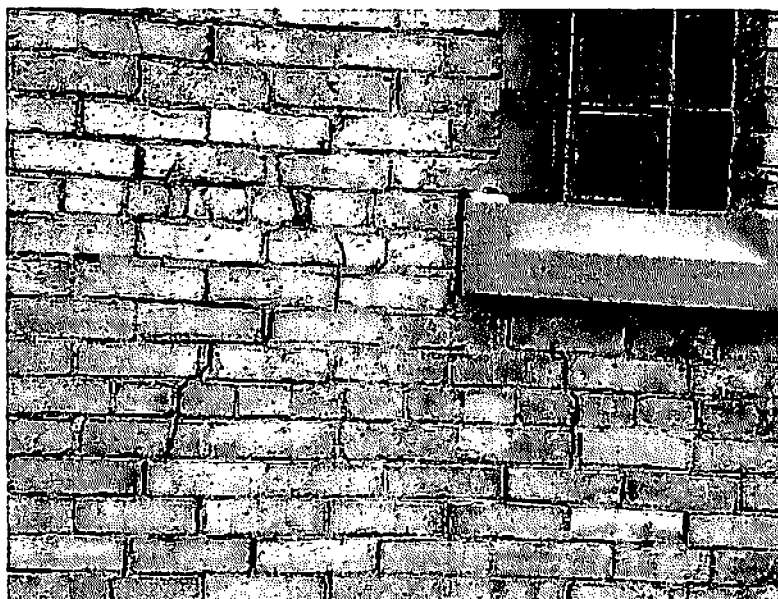


Figure 24: Brick/mortar cracking.



Figure 25: Deteriorated brick at chimney.

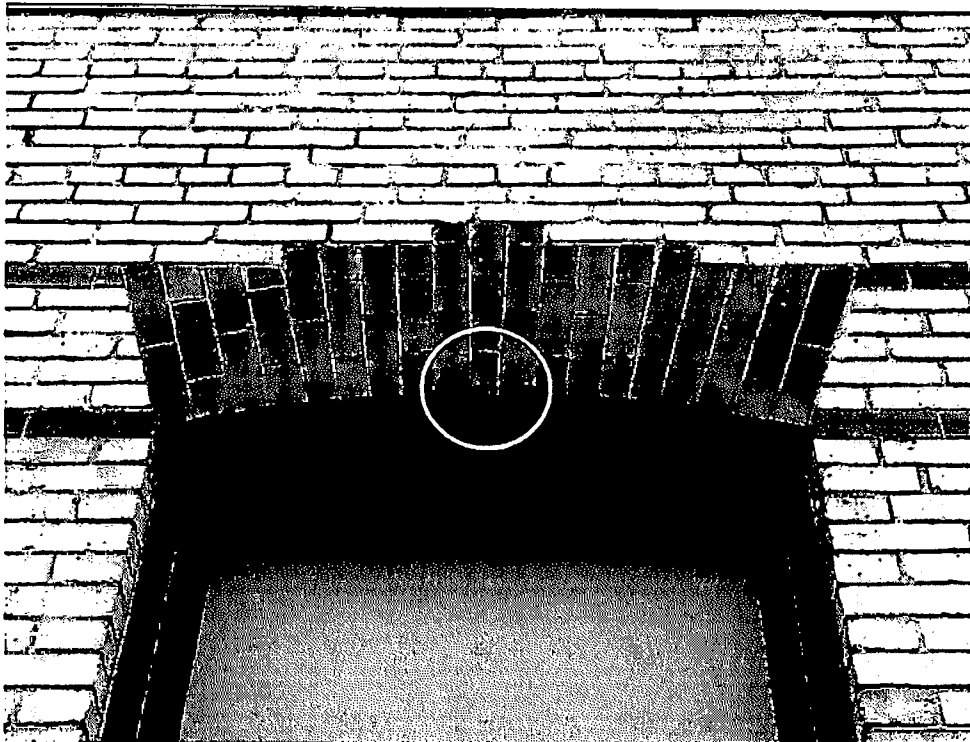


Figure 26: Loose brick unit.



Figure 27: Deteriorated mortar joints.



Figure 28: Deteriorated and open mortar joints.



Figure 29: Deteriorating cementitious parge coating.



Figure 30: Corroded steel lintel.

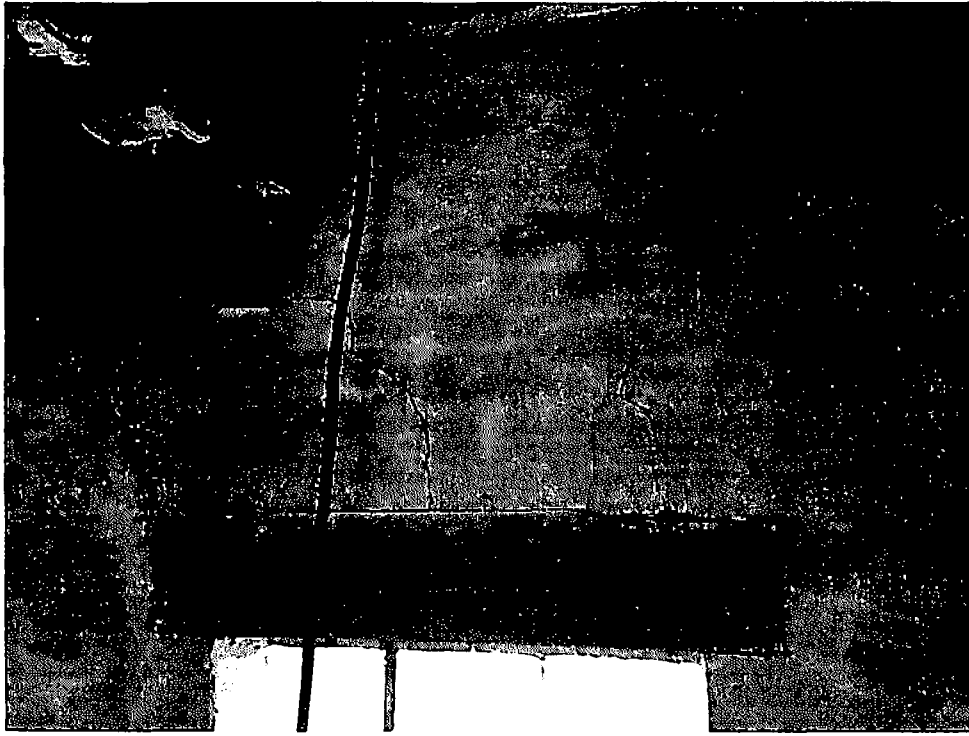


Figure 31: Interior cracking at lintel.



Figure 32: Cracked stone unit.

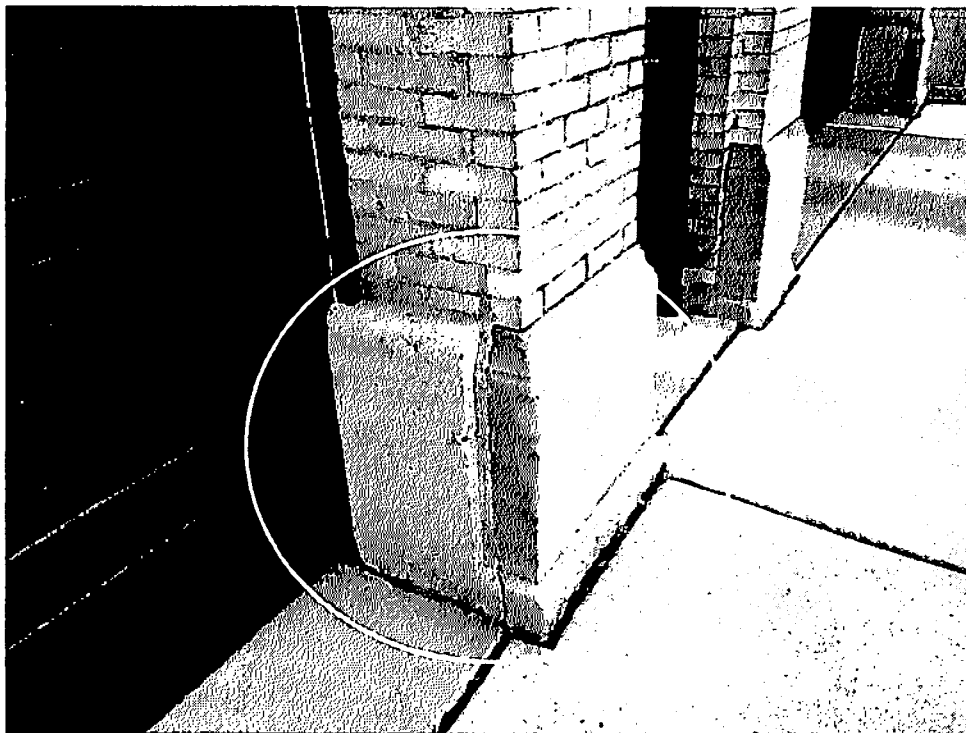


Figure 33: Stone deterioration.



Figure 34: Stone spalling.



Figure 35: Deteriorated sill.

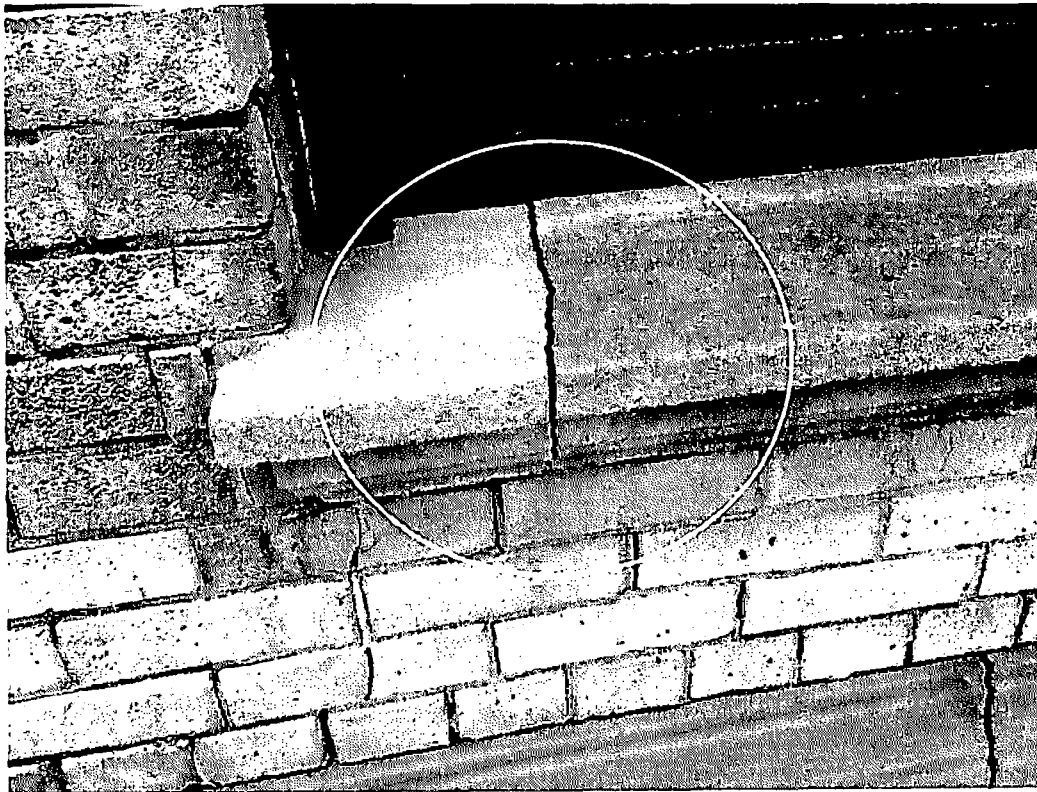


Figure 36: Cracked sill.



Figure 37: Corrosion of steel beam.

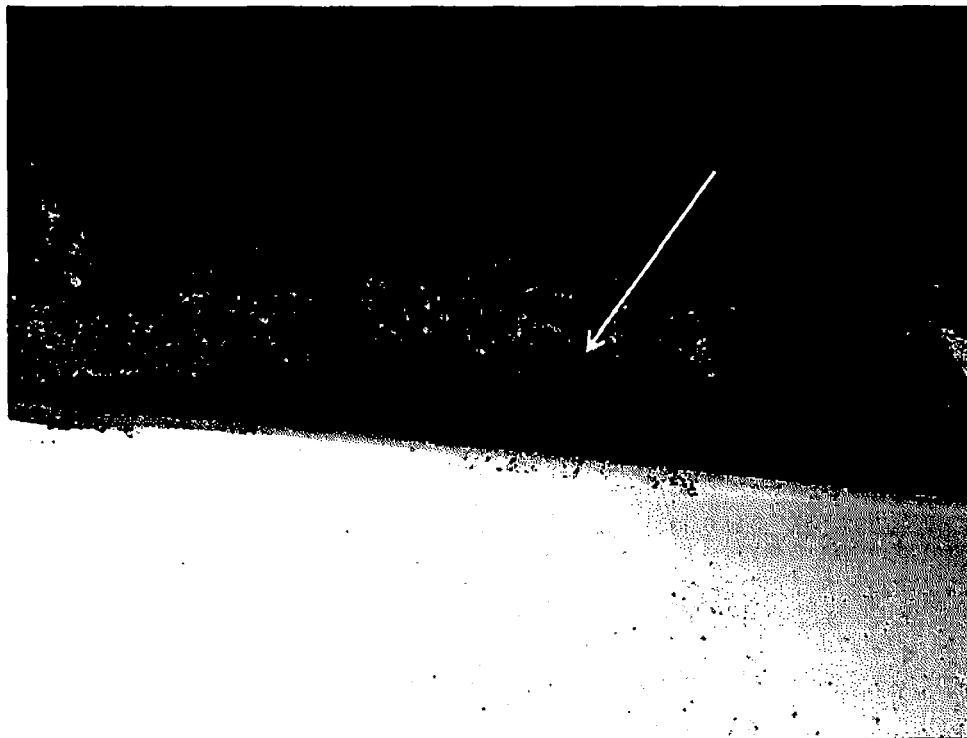


Figure 38: Steel corrosion.

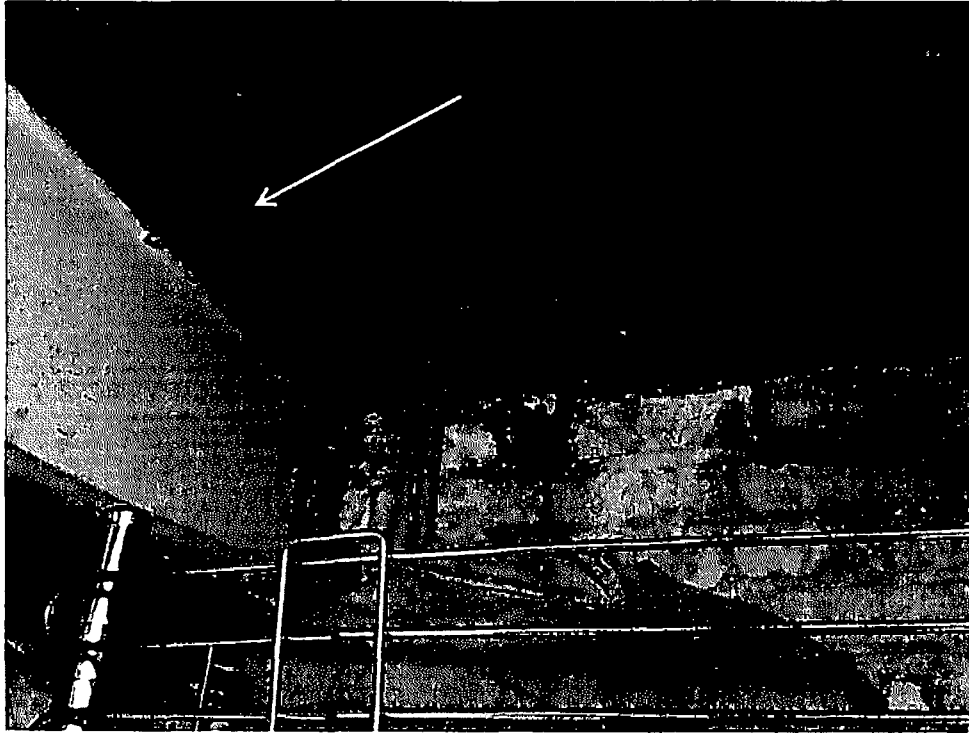


Figure 39: Steel Corrosion.

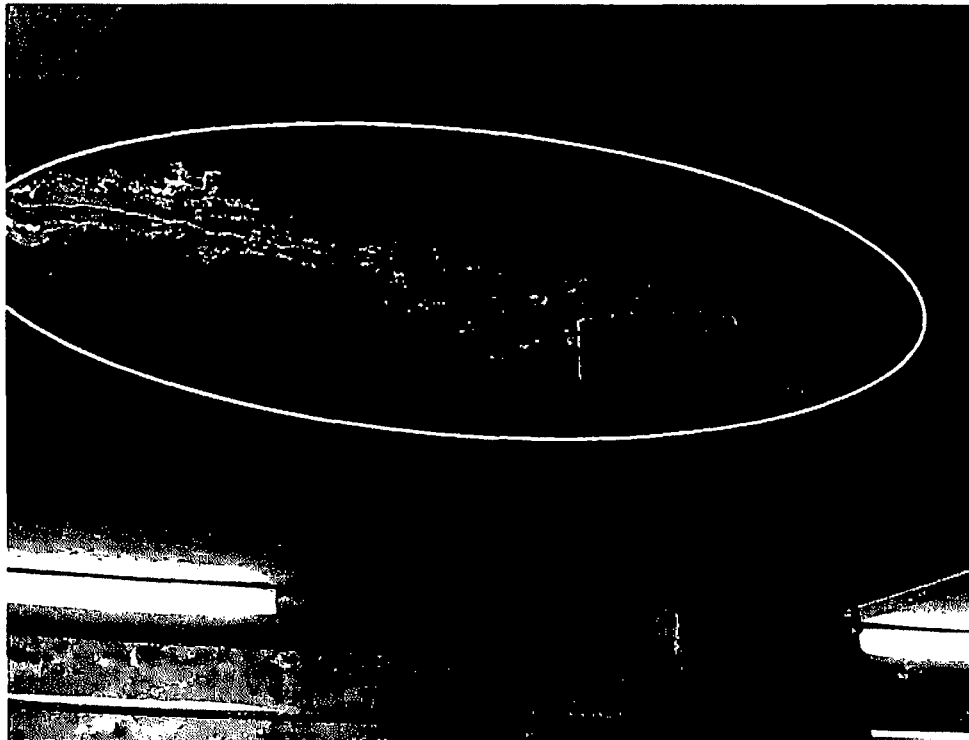


Figure 40: Efflorescence on ceiling.

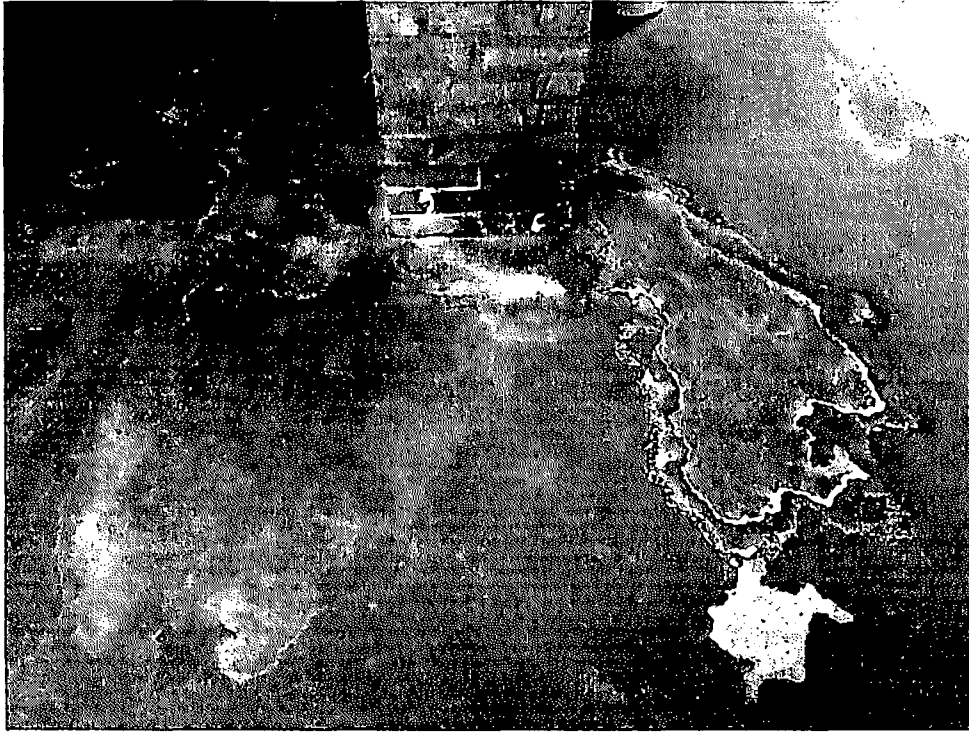


Figure 41: Water staining on floor.

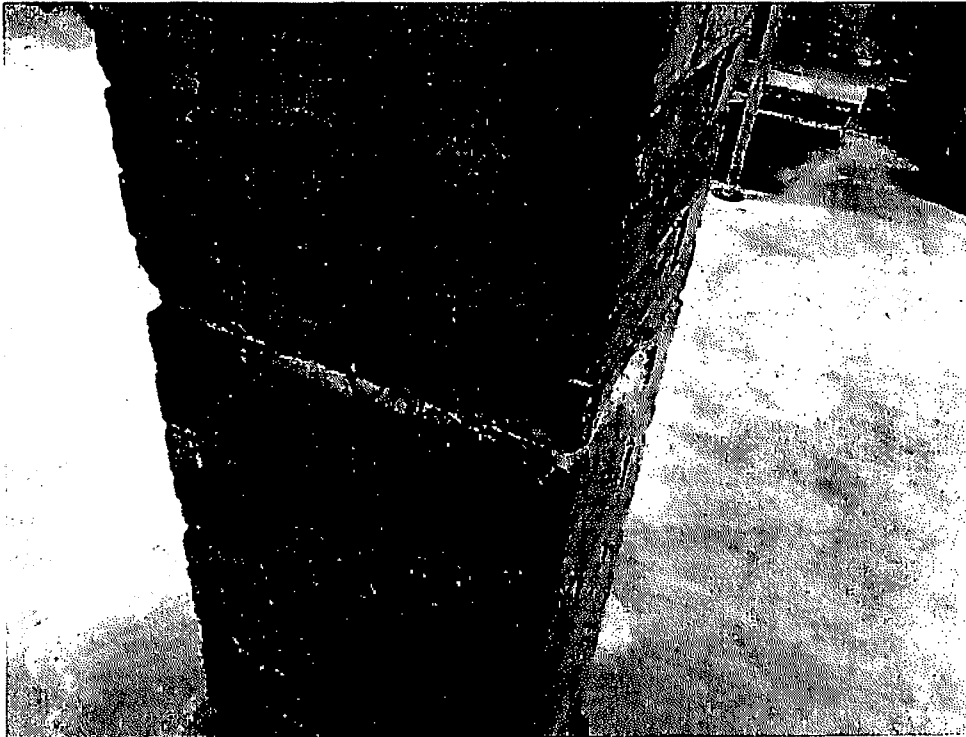


Figure 42: Brick deterioration; Deteriorated mortar joints.



Figure 43: Missing ceiling tiles.



Figure 44: Paint failure.



Figure 45: Corrosion, spalls and efflorescence due to leaking at floor drain.

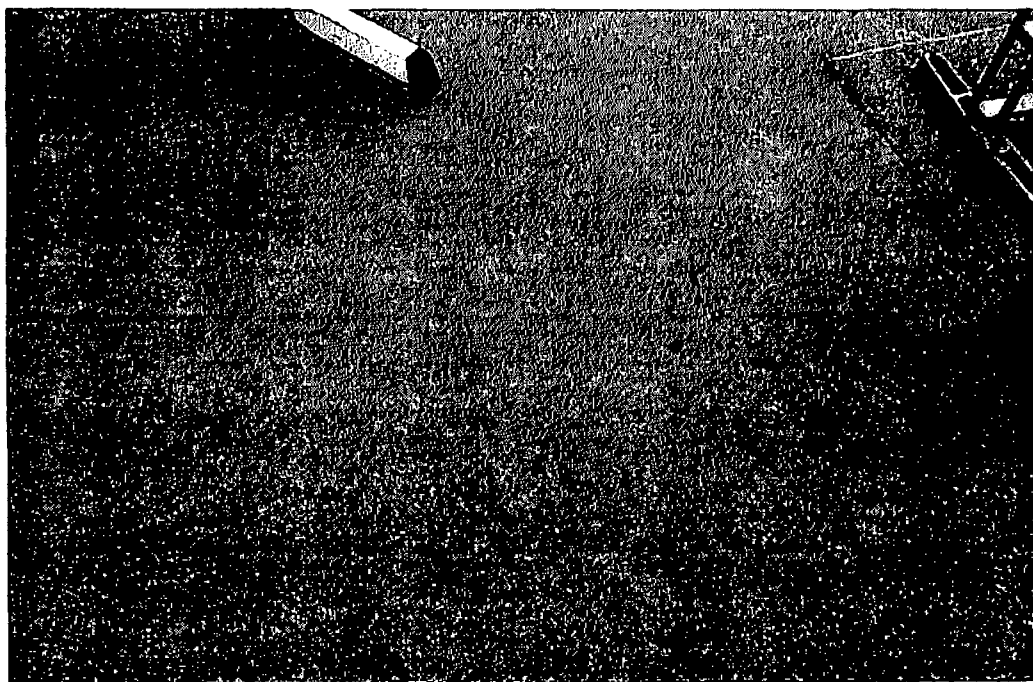


Figure 46: Second floor carpet.



Figure 47: Stained ceiling tiles.



Figure 48: First floor concrete flooring.

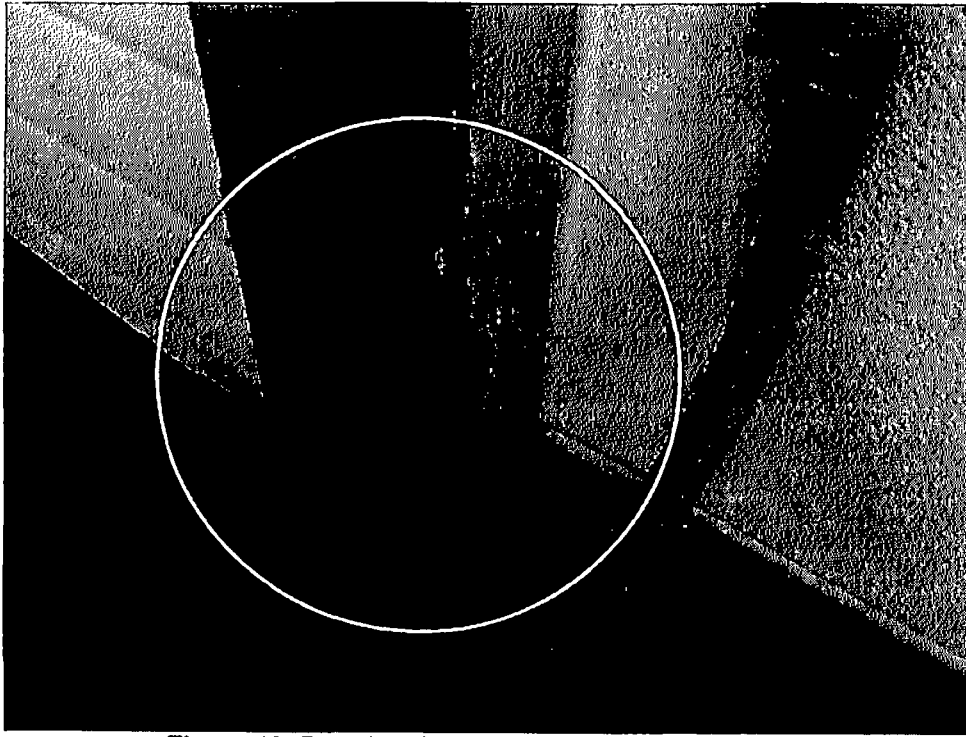


Figure 49: Deterioration of wood trim at garage door.

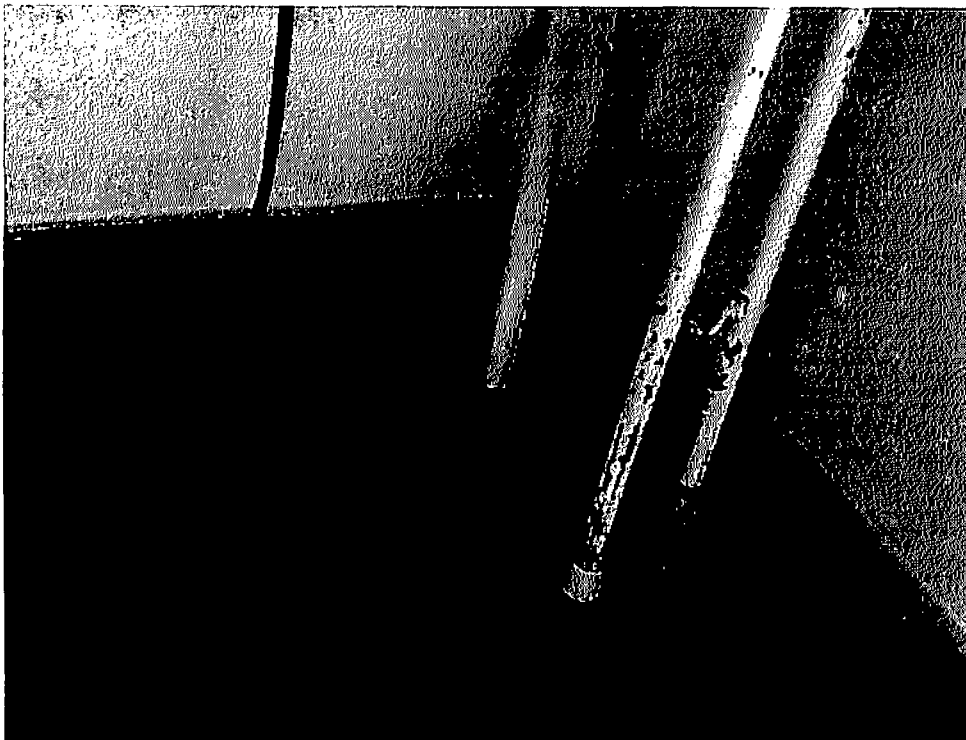


Figure 50: Unsealed penetrations allowing leaking into basement.

Appendix A

10 Year Forecast of Costs Fire Station No. 1 Property Condition Assessment Sheboygan, WI

Work Item Recommendations	0-1 years	1-3 Years	3-5 Years	5-10 Years
Rebuild NE corner Tower Masonry		\$80,000		
Rebuild Masonry Chimney		\$30,000		
Repair outdoor deteriorated foundation walls		\$5,000		
Replace roof		\$122,500		
Remove and replace coping sealant		\$1,200		
Reattach disconnected light	\$500			
Replace stone sills		\$2,000		
Replace corroded lintels		\$800		
Remove and replace all window sealant		\$10,500		
Replace windows				\$148,500
Replace doors on west facade	\$1,000			
Replace cracked bricks		\$10,000		
Replace loose brick units	\$500			
Replace deteriorated brick mortar		\$15,600		
Replace deteriorated parging		\$10,000		
Crack repair on stone		\$1,000		
Repair on spalled stone		\$5,000		
Replace stone mortar joints		\$7,200		
Out of plane brick movement rehabilitation		\$30,000		
Crack repair on basement stone		\$1,500		
Repair damaged structural elements	\$9,000			
Efflorescence removal		\$2,400		
Rebuild deteriorated brick columns		\$5,000		
Replace ceiling tiles	\$600		\$1,800	
Paint interior		\$44,100		
Replace floor drains	\$1,000			
Install W.P. coating at apparatus bays		\$26,400		
Replace carpeting			\$18,000	
Remodel bathrooms to meet ADA standards			\$60,000	
Reseal concrete floor		\$9,600		
Repair deterioration at garage door		\$2,000		
Reseal all floor penetrations	\$2,400			
Replace hot water boilers				\$20,000
Repair damaged/missing pipe insulation		\$2,000		
Replace gas-fired unit heaters				\$3,000
Replace split system AC units (3)		\$18,000		
Replace general exhaust fans		\$6,000		
Fire alarm system	\$17,000			
Add existing lighting to emergency circuit	\$2,000			
Replace Paging System to a digital system*				\$10,000
New Phone System*				\$18,000
New Security System*				\$5,000
New Lightning Protection System*				\$6,000
TOTAL	\$34,000	\$447,800	\$79,800	\$210,500

Potential Logistical Costs (not included in 12 Year Forecast of Costs estimate)

Mobilization and General Conditions	\$5,000	\$65,000	\$12,000	\$30,000
Contingency	\$7,000	\$90,000	\$16,000	\$42,000
Architect/Engineer Fees	\$5,000	\$35,000	\$7,000	\$17,000
Potential Budget	\$51,000	\$637,800	\$114,800	\$299,500

*These items have an indeterminate remaining life, however, it is possible that these items will require replacement or significant upgrades in the next 10-15 years, therefore possible costs are included in the 5-10 year time frame for reference.



III

R. O. No. _____ - 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 & Co.

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.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1981	Boutillier, Sara C.	1336 Heermann Court
1977	Bramstedt, Payton R.	607 S. Wisconsin Drive, Howards Grove
1979	Hando, Mark R.	3645 S. 18 th Street
0799	Johnson, Mollijayne M.	619 End Court #A
1975	Konieczny, Joseph R.	814 S. 13 th Street
6960	Newsome, Michelle	1917A S. 15 th Street
1973	Plate, Cynthia M.	2722 S. 9 th Street
1974	Prahl, Julie	738 N. 28 th 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)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2997	The Best Taxi	1937 S. Business Drive

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

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

TAXICAB DRIVERS LICENSE (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
------------	-------------	----------------

9554 Champeau, Joseph P.	1821 S. 15 th Street
7788 Degroat, Shawn	1614 S. 9 th Street
1141 Frank, Jason J.	1504 Michigan Avenue
1663 Goodwin, David L.	1630A S. 8 th Street
8177 McKenzie, David J.	632 End Court
9044 Ringel, Tammy L.	1105 Ontario Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3284	Best Asian Massage	1226 N. 8 th Street
2258	Curative Therapies LLC	2829 N. 15 th Street
2441	Darling Therapies	604 Erie Avenue
2180	Donna Grady-Massage Therapy	809 N. 8 th 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. 27 th Street

~~X~~

Other Matters

8.2

Gen. Ord. No. - 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

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.

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____.

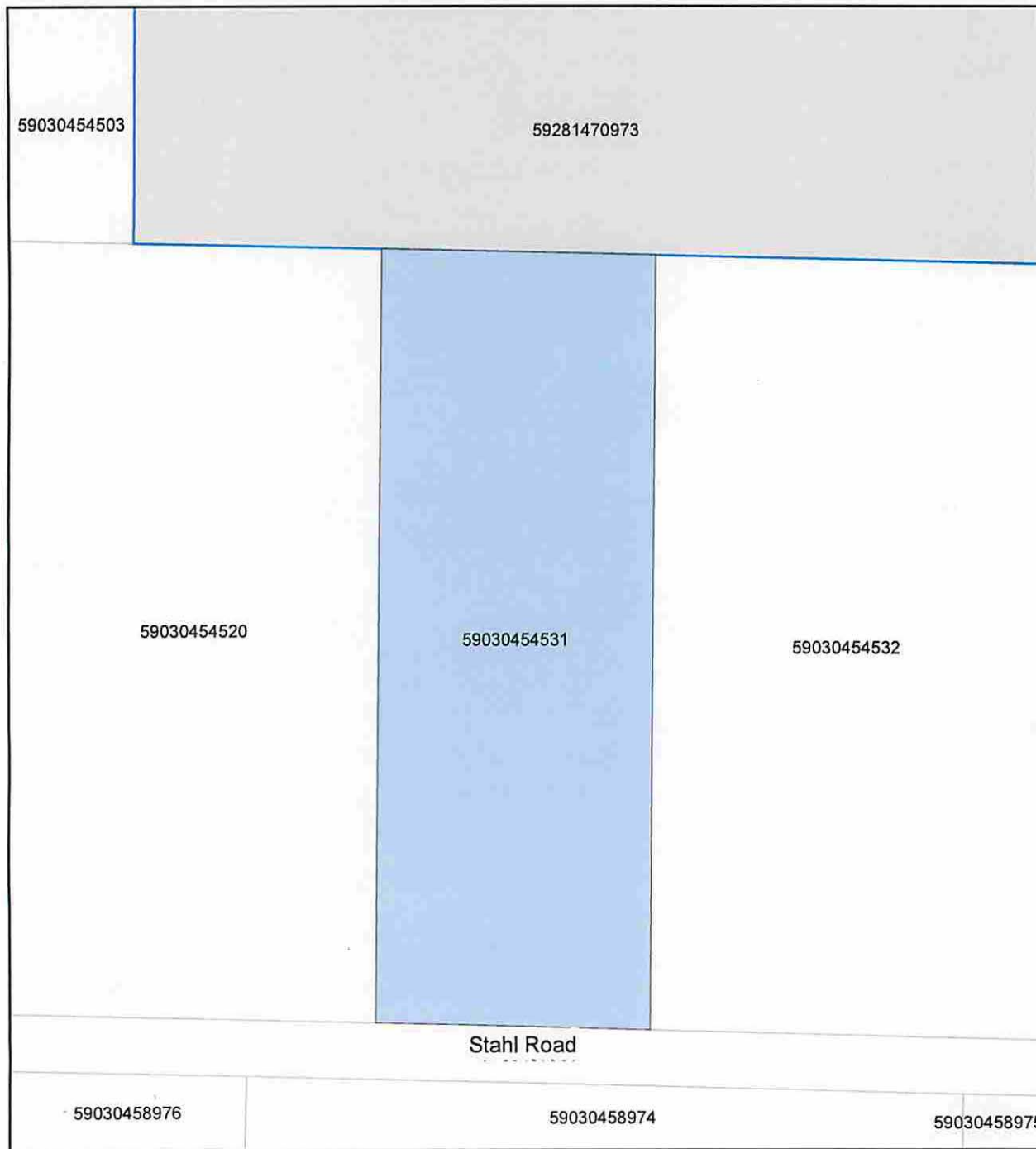
Dated _____ 20____. _____, City Clerk

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



III

Other Matters

8.3

Res. No. - 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.

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

Other Matters

8.4

Res. No. - 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.

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

Other Matters

8.6

Res. No. - 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.

City Plan

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.

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

Other Matters

8.6

Res. No. - 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.

City Plan

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.

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