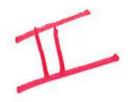
ATTACHMENTS



2.2

UPDATED

R. O. No. ______ - 17 - 18. By CITY CLERK. September 5, 2017.

Submitting various license applications.

City Clerk

.

TEMPORARY BEVER	AGE OPERATOR'S LICE	NSE
No. Name		Address
1861 Bierman, C	Christopher J.	3704 N. 50 th St.
SPECIAL "B" LIC	CENSE	
No. Name		Address
1030 Bethlehem	Lutheran Church	1121 Georgia Ave One day event to be Held on October 21, 2017. To include Beer and wine.
1077 Gesangvere	ein Concordia	1130 N. 9 th St One day event to be held on October 21, 2017. To include the IC Activity Center and the Gymnasium.
3276 Lakeshore Music Fest		1202 N. 8 th St One day event to be held on September 7, 2017. To Include the 1 st floor Coffee Shop.
3148 Mayor's Ir Committee	nternational	828 Center Ave One day event to be held on September 9, 2017. To be held at Fountain Park including wine.
1627 Sheboygan Historical	County L Society	3110 Erie Ave One day event to be held on September 9, 2017. To include the Sheboygan County Historical Museum.
3277 Sheboygan	Soup	3014 Erie Ave One day event to be held on September 21, 2017. To include all of the single-story Taylor Park Pavilion Structure.



R. C. No. <u>- 17 - 18</u>. By LAW AND LICENSING COMMITTEE. September 5, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 140-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that the following licenses be granted:

CHANGE OF PREMISES

No.	Name
COLUMN AND A REAL PROPERTY OF	

1040 Brennans On Michigan

Address

- 1101 Michigan Ave.- Two day event to be held September 30, 2017 and October 1, 2017 to include West and South parking lot in current premise description.
- 3056 Gotta Getcha In Oasis

2921 The Walkabout

2401 Calumet Ave.- One day event to be held September 16, 2017 to include the driveway and grassy area North and East of the building.

840 Wilson Ave. - One day event to be

held September 9, 2017 to include the back of the building on the North side parking lots to the East, South and West.

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

No. Name

1818 Bergquist, Peyton A. 1816 Brecheisen, Brian K. 1825 Frei, Dorris M. 1822 Kaczmarowski, Kellin R. 1824 Krause, Jessica A. 7550 Lang, Steven A. 0201 Laws, Vincent A. 1821 Lopez, Norma 1889 Mueller, Jeffery C. 1823 Petlier, Timmy R. 1812 Powell, Shawn R. (Club) 1817 Raeder, Marisa L. 0986 Runkel, Kevin R. (Club) 1820 Schultz, Joseph C. 7354 Semsch, Saowanee 0316 Stemper, Sarah M. 5339 Weimann, Lisa K. 1826 Yang, Christopher

Address

1021 Swift Ave. 515 Michigan Ave. 1628 Indiana Ave. 2013 S. 26th St. 1933 N. 9th St. 2821 S. 8th St. 910 Lincoln Ave. 1928 N. 11th St. Apt. A 1734 S. 15th St. 2554 Calumet Dr. 708 High Ave. 830 Logan Ave. 225 Lilac Lane, Belgium 904 Mead Ave. 512A S. 13th St. 1615 New Jersey Ave. 302 Wahgouly Rd. 1924 S. 21st St.

Consert

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

.

No. Name		Addr	ess			
1814	Scholz,	Imelda	1613	s.	13^{th}	St.

ę			Committee
and adopted by the	FIFY that the foregoing Common Council of the	City of Sheboygan,	
Dated	20		, City Clerk
Approved	20		, Mayor



R. C. No. - 17 - 18. By PUBLIC SAFETY COMMITTEE. September 5, 2017.

Your Committee to whom was referred Res. No. 57-17-18 by Alderperson Draughon authorizing application for the 2017 Justice Assistance Grant Program Award (Local Solicitation) and entering into a Memorandum of Understanding with Sheboygan County; recommends passing the Resolution.

Consent

				 	mmittee
I HEREBY CERTIFY that and adopted by the Common day of	Council o	f the C	ity of	 was duly	accepted
Dated	20			 , Cit	y Clerk
Approved	20	_•		 	, Mayor



Res. No. <u>57 - 17 - 18</u>. By Alderperson Draughon. August 21, 2017.

A RESOLUTION authorizing application for the 2017 Justice Assistance Grant Program Award (Local Solicitation)and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$15,485 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions, and

WHEREAS, in order to obtain the grant in the amount of \$15,485, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing, and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement;

NOW, THEREFORE, BE IT RESOLVED: that the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2017 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan under terms similar to previous memoranda of understanding with Sheboygan County for previous similar grant award sharing.

appune.

Awang Hepchul

4.2

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. September 5, 2017.

Your Committee to whom was referred R. O. No. 134-17-18 by the City Clerk submitting a communication from Brenda Mauer, Nursing Supervisor at Aurora, stating her concerns for pedestrians crossing N. 25th St. to get to the Sheboygan Clinic and is requesting a crosswalk and destination to improve safety; recommends that the document be placed on file.

Consist

				Committee
I HEREBY CERTIFY that and adopted by the Common day of	Council of	the City of	sector and the sector of the s	
Dated	20	·		, City Clerk
Approved	20	•		, Mayor

R. O. No. <u>134 - 17 - 18.</u> By CITY CLERK. August 21, 2017.

Submitting a communication from Brenda Mauer, Nursing Supervisor at Aurora, stating her concerns for pedestrians crossing N. 25^{th} St. to get to the Sheboygan Clinic and is requesting a crosswalk and designation to improve safety.

Pure Horks

City Clerk

Richards, Susan

From: Sent: To: Subject: Alderperson Markus Savaglio Wednesday, August 16, 2017 4:50 PM Richards, Susan Fwd: Crosswalk

Sent from my iPhone

Begin forwarded message:

From: Alderperson Markus Savaglio <<u>Markus.Savaglio@sheboyganwi.gov</u>> Date: June 5, 2017 at 6:51:11 PM CDT To: "Mauer, Brenda M." <<u>brenda.mauer@aurora.org</u>> Subject: RE: Pics

Ms. Mauer,

Thank you for your concern, I'm sorry I didn't get back to you sooner. When is a good time on Wednesday to call you?

Markus

From: Mauer, Brenda M. [brenda.mauer@aurora.org] Sent: Monday, June 05, 2017 10:58 AM To: Alderperson Markus Savaglio Cc: Alderperson Scott Lewandoske Subject: RE: Pics

I have yet to receive a response from you or Scott Lewandoske regarding this safety matter. Should I be speaking with someone else?

Brenda Mauer, RN Nursing Supervisor VLCC Sheboygan Telephone: 920-457-6800, ext.2656 "Choose to be above average."

-----Original Message-----From: Mauer, Brenda M. Sent: Monday, May 15, 2017 2:11 PM To: '<u>markus.savaglio@sheboyganwi.gov</u>' Subject: FW: Pics Good Afternoon, I had been working with Bill Thiel for well over a year regarding my concerns for pedestrians crossing 25th street to get to the Sheboygan Clinic. The Sheboygan Clinic has over 350 employees who cross 25th street on any given day. In addition, the new Behavioral Health Facility will require more patients to cross 25th Street as well. The location of the bus stop and fire department make this an increasingly hazardous crossing. I had requested a review into adding a crosswalk and designation to improve safety. I believe that MR. Thiel is no longer an Alderperson and hence I am reaching out to you. I have attached a few pictures of an area within Sheboygan Falls with a similar issue. Please let me know if this is something you can pursue or if I would need to be in contact with someone else. Thank you for your time.

Brenda Mauer, RN Nursing Supervisor VLCC Sheboygan Telephone: 920-457-6800, ext.2656 "Choose to be above average."



R. C. No. ______ By PUBLIC WORKS COMMITTEE. September 5, 2017.

Your Committee to whom was referred Res. No. 58-17-18 by Alderperson Wolf authorizing the Mayor to sign the Underground Flammable/Combustible/Hazardous Liquid Storage Tank Registration for the tank at the NE Quad of Calumet Dr. and Main Ave.; recommends that the Resolution be passed.

Consent

						 	Comm	ittee
and	I HEREBY CERT adopted by the day of	Common		of the	City of	was duly	ac	cepted
Date	ed		20			 , Ci	Lty	Clerk
App	roved		20	· _		 	_,	Mayor



Res. No. 58-17-18. By Alderperson Wolf. August 21, 2017.

A RESOLUTION authorizing the Mayor to sign the Underground Flammable/Combustible/Hazardous Liquid Storage Tank Registration for the tank (WDOT NE Quad Calumet Dr. and Main Ave. - 4630-05-81) at the NE Quad of Calumet Dr. and Main Ave.

RESOLVED: That the Mayor is authorized to sign the Underground Flammable/Combustible/Hazardous Liquid Storage Tank Registration for the tank (WDOT NE Quad Calumet Dr. and Main Ave. - 4630-05-81) at the NE Quad of Calumet Dr. and Main Ave.

Public Dorks

43

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

TR-W14-137 (4/17) Formerly ERS 7437 (3/13) Wisconsin Denartment o	f Aoriculture Tra	de and Co	nsumer Prote	ection T	FOR C	iffice use on	LY	7
Wisconsin Department of Agriculture, Trade and Consumer Protection Bureau of Weights and Measures PO Box 7837 Madison, WI 53707-7837								
(608) 224-4942	1 33101-1831			1	ïs. Admin.	Cada SAT	rp az 14	<i>a</i> n
UNDERGROUND FLAMMABLE/COI	ARI ISTIRI E/HA7							<u>~</u>
Personal information you provide may be			•					
Underground tanks in Wisconsin that have stored o tank. Send each completed form to the agend	r currently store petroleu	im or regulate	d substances mu	st be registered.	A separate	form is ne	eded for (each
if yes.	are you correcting/updat	ing informatio	in only? 🔲 Yes	No No				
This registration applies to a tank status that is (check one)		•			•-			
	indoned with Product (emply andon with Water	/)		d with Inert Materia range (Indicate nev		a in block 2	- ettech de	leed)
=	sed - Tank Removed	_	= .	ut of Service - Pro				•
Fire Dept, providing fire coverage where tank is located:) VILLAGE	Sheboygan					
IDENTIFICATION (Please Print)			COUNTY		PHONE			
1. TANK SITE NAME WDOT NE Quad Calumet Dr. & Main Ave (4)	30-05-71)		Sheboygan		()	-		
SITE STREET ADDRESS	<u> </u>				DF:	STATE	ZIP	
NE Quad Calumet Dr. & Main Ave			Sheboygan			WI	53803	
2. TANK OWNER LEGAL NAME			COUNTY			heck 🔲 Cl 9 - 3485	ELL or 🖾 L	LAND
City of Sheboygan-Dept. of Public Works Mail ING ADDRESS						9 - 3485 STATE	ZIP	
2026 New Jersey Avenue			Sheboygan			WI	53081	
3. PROPERTY OWNER NAME (if different from Tank Own	r Logal Name #2)		COUNTY (if differe	ant from County #2)				
PROPERTY OWNER ADDRESS (if different from Site Si	reet Address #1)				DF:	STATE	ZIP	
4. CLASS A NAME	DOB			CERTIFICATION:	(Attach certi		L	
5. CLASS B NAME	DOB			CERTIFICATION:	(Attach certi	ficate)		
SITE ID:	FACILITY ID #			CUSTOMER ID #				
Tank Capacity (gailons): 250	Tank Age (ege or data	Installed):			Vehicle fue	ling: 🛛 Ye	s 🛛 No	<u> </u>
LAND OWNER TYPE (check one) Refer to back	eased 🛛 Federal Owne	d 🗋 Tribal	Notion 51 Ma	nicipal C] Other Gov	promont	Private	0
OCCUPANCY TYPE (check one) Refer to back								
Retail Fuel Sales Mercantile/Commercial	Industrial Re	sidential	🗆 School 🛛 🗖	Utility 🔲 G	overnment F	loat		
	ckup or Emergency General	lor 🗆 C	Other (specify):					
TANK CONSTRUCTION:	glass Reinforced Plastic Co	maarita			verfill Protec pill Containm			
Fiberglass Unknown Other (specified)	-	Lined (date)r		ank Double \			LINO LINO
TANK CATHODIC PROTECTION: Sacrificial And		ent 🖾 N/	A					
PRIMARY TANK LEAK DETECTION METHOD: Auto			ing ⇔ Elactronic [🖵 Inventory	control and	tightness t	lesting
Manual tank gauging (only for tanks of 1,000 gallons or I PIPING CONSTRUCTION; Single Wall Double Wa		tory Reconcilia	ion (SIR) 🛛 Unku	10WN				_
Bara Steel Coated Steel Fiberglass	I Flexible Copper	r 🖸 Unkno	wn 🖸 N/A	Other:				
PIPING CATHODIC PROTECTION: Seculicial Anod	es 🛛 Impressed Curre	nt 🛛 N/	A					
	ng with 🗢 🔲 A. Pump au		_			nknown		
Suction piping with check valve at tank PiPING LEAK DETECTION METHOD: Interstitial mod	Suction piping with cha itoring ⇔ Electronic □ Ye				lot needed if	waste oil		
Tightness testing Electronic line monits	_	s Lino 4 Sir	· _	sor Lites Lir strequired		Unknown		
TANK CONTENTS (Current, or previous product (if tenk na] Leaded	Unisaded	Gas-ethanc			Diesel	<u> </u>
Bio-Diesel:% Aviation Premix		Kerosene	New Oil	New of - F	iash point les	is than 200 ⁴	F	
□ Waste/Used Motor Oil	Hazerdous Weste		Empty*	Sand/Grave	Sluny	🖸 Unk	nown	
• NOT PECFA eligible.	Geo Latitude:		10	CAS# Seo Longitude:				—
If Tank Closed, Abandoned or Out of Service:		Has a site as	sessment been co		erse side for	details) 🖸	Yes 🔲	No
TANK OWNER LEGAL NAME (please print)		TANK OWNE	R E-MAIL					
TANK OWNER SIGNATURE (Note: By signing, signer is a								

Definitions and explanations for completing this form

Land Owner Type - classifies the organization that owns the property the tank is located on. A "Private" landowner is residential, commercial, mercantile, industrial, farm, non-government owned public utility, or other business organization. Occupancy Type (categories below) – identifies the occupancy in relation to ATCP 93 storage classifications.

Retail Fuel Sales	Tank is used to store any fuel product that is offered for sale in the retail market.
Bulk Plant Storage	Tank is used to store any fuel product that is offered for sale in the wholesale market.
Industrial	Tank is used to store any regulated product associated with an industrial: fleet, heating, industrial fabricating, manufacturing, processing or refining.
Mercantile/Commercial	Tank is used to store any regulated product associated with a commercial business fleet, heating, or processing, e.g., service company, medical facility, freight, airport, apartment, etc.
Utility	Tank is used to store any regulated product associated with a public or private water or power utility fleet, heating, or processing.
Residential	Tank is used to store any regulated product for residential heating or residential automobile fueling.
School	Tank is used to store any regulated product at public or private primary, secondary or higher educational institution.
Agricultural	Tank is used to store any regulated product directly associated with crop or livestock production, meaning a "farm." Refer to ATCP 93.050(48)
Back-up or Emergency Generator	Tank is used to store any fuel used to power a backup or emergency generator; or as back-up to a primary fuel source such as fuel oil back-up to a natural gas fired boiler.
Terminal Storage	Tank is associated with a distribution facility such as an interstate pipeline. These tanks are typically field erected structures of 500,000 + gallon capacity. A million gallon tank at an ethanol production site would be "industrial," not "terminal storage."
Government Fleet	Tank is located at a facility owned and operated by a federal, state, county or local government entity. The tank may be used for vehicle fueling, waste oil or heating purposes.

DATCP UST/AST Permit and Registration Group Areas of Responsibility by County

				r	ermit and Registration G	<u> </u>			
	Terri L. Maus - West TerriL.maus@wisconsin.gov				ri Lovicott - North East esa.lovicott@wisconsin.gov				Gwen Person - South East Gwendolyn.person@wi.gov
	608-2	224-51	57		608-224-5154	608-224-5152			608-224-5153
02	Ashland	46	Pepin	05	Brown	01	Adams	30	Kenosha
03	Barron	47	Pierce	10	Clark	08	Calumet	40	Milwaukee
04	Bayfield	48	Polk	15	Door	11	Columbia	51	Racine
06	Buffalo	50	Price	19	Florence	13	Dane	53	Rock
07	Burnett	52	Richland	21	Forest	14	Dodge	64	Walworth
09	Chippewa	54	Rusk	31	Kewaunee	20	Fond Du Lac	67	Waukesha
12	Crawford	55	St Croix	34	Langlade	24	Green Lake		
16	Douglas	57	Sawyer	35	Lincoln	28	Jefferson		
17	Dunn	60	Taylor	37	Marathon	36	Manitowoc		
18	Eau Claire	61	Trempealeau	38	Marinette	39	Marquette		
22	Grant	62	Vernon	42	Oconto	45	Ozaukee		
23	Green	65	Washburn	43	Oneida	56	Sauk		
25	lowa			44	Outagamie	59	Sheboygan		
26	Iron			49	Portage	66	Washington		
27	Jackson			58	Shawano	69	Waushara		
29	Juneau	1		63	Vilas	70	Winnebago		
32	La Crosse			68	Waupaca				
33	Lafayette			71	Wood				
41	Monroe			72	Menominee				

CLOSURE ASSESSMENT INFORMATION

Requirements for a site assessment at the closure or change in service for ATCP 93 regulated underground storage tank are outlined in ATCP 93.560 and the Federal Register, 40 CFR 280 and 281.

Closure site assessments (TSSA Form Part B) are to be submitted to the DNR as required in the TSSA Guide: http://datcp.wi.gov/Consumer/Weights and Measures/Storage Tank Regulations/index.aspx

This document can be made available in alternate formats to individuals with disabilities upon request.

CITY OF SHEBOYGAN

REQUEST FOR COMMON COUNCIL CONSIDERATION

ITEM DESCRIPTION: Authorize the Mayor to sign the Underground Flammable/Combustible/Hazardous Liquid Storage Tank Registration for tank (WDOT NE Quad Calumet Dr. and Main Ave. – 4630-05-81) at the NE Quad of Calumet Dr. and Main Ave.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: Augus	st 16, 2017	MEETING DATE: August 21, 2017		
FISCAL SUMMARY:		STATUTORY REFERENCE:		
Budget Line Item:	N/A	Wisconsin Statutes:	N/A	
Budget Summary:	N/A	Municipal Code:	N/A	
Budgeted Expenditure:	N/A	·		
Budgeted Revenue:	N/A			

BACKGROUND / ANALYSIS: A miscellaneous tank was located in the City right-of-way during the reconstruction of Calumet Drive. To dispose of this tank through DNR regulations the City of Sheboygan must complete the attached registration form.

STAFF COMMENTS:

ACTION REQUESTED: Approve as requested.

ATTACHMENTS:

I. Underground Flammable/Combustible/Hazardous Liquid Storage Tank Registration Form.



R. C. No. <u>- 17 - 18</u>. By PUBLIC WORKS COMMITTEE. September 5, 2017.

Your Committee to whom was referred Res. No. 59-17-18 by Alderperson Wolf authorizing the appropriate City Officials to execute a Lease Agreement between the City of Sheboygan, the Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District; recommends that the Resolution be passed.

			Committee
and adopted by the	IFY that the fore Common Council of	the City of	
Dated	20	<u> </u>	 , City Clerk
Approved	20	·	, Mayor



Res. No. <u>59 - 17 - 18</u>. By Alderperson Wolf. August 21, 2017.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

WHEREAS, the Sheboygan Area School District desires to rent space at the Maywood Environmental Park for classroom use by Warriner High School; and,

WHEREAS, such a rental is the type of education program the City envisioned when partnering with the Elwood H. May Environmental Park Association of Sheboygan County, Inc. to provide for a director at Maywood; and,

WHEREAS, this agreement provides for the rental and sets forth the various responsibilities related to the rental.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement in form substantially similar to the attached.

Public Works

	at the foregoing Resolution cy of Sheboygan, Wisconsin, , 20	
Dated	20	, City Clerk
Approved	20	, Mayor

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Elwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

Leased Property

- CITY agrees to lease classroom space to SASD, specifically the Environmental Lab, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
- 2. No animals are allowed to be kept in or about the Property.
- 3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
- 4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on September 12, 2017 and ends at 3:00 p.m. on May 31, 2018.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,111.11 per month (the "Rent").

7. SASD will pay the Rent by check on or before the 1st of each and every month of the term of this Lease. Payment shall be made to MPA by the Maywood Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

- 10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
- 11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
- 12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.

15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Additional Clauses

- 18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
- 19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
- 20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

- 21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
- 22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenace

- 23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
- 24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.

25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

- 26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
- 27. SASD will not engage in any illegal trade or activity on or about the Property.
- 28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
- 29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
- 30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. SASD will obey all rules of Maywood regarding the Property.

Address for Notice

- 32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
 - a. Name: Sheboygan Area School District
 - b. Phone: 920/459-3500
- 33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
 - a. Name: Elwood H. May Environmental Park Association of Sheboygan County, Inc.
 - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
 - c. Phone: 920/459-3906

General Provisions

- 34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
- 35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.

- 36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
- 37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
- 38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
- 39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD's financial institution.
- 40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
- 42. This Lease constitutes the entire agreement between Parties.
- 43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ____ day of August, 2017.

City of Sheboygan

Elwood H. May Environmental Park Assoc.

Michael J. Vandersteen, Mayor

David Kuckuk, Director

Susan Richards, City Clerk

Sheboygan Area School District

Joseph Sheehan, Superintendent



R. O. No. _____ - 17 - 18. By CITY PLAN COMMISSION. September 5, 2017.

Your Commission to whom was referred G. O. No. 11-17-18 by Alderpersons Holzschuh and Schneider and R. O. No. 77-17-18 by City Clerk for a communication from Acuity Insurance submitting a Petition for Direct Annexation by unanimous approval for certain lands currently located in the Town of Sheboygan; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 29, 2017, and after due consideration, recommends approval of the RO and the GO.

Director of Planning and Development

Gen. Ord. No. 11 - 17 - 18.

- 18. By Alderpersons Holzschuh and Schneider. August 21, 2017.

10.1

AN ORDINANCE annexing territory 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. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the City Clerk on the 27th day of June, 2017, signed by all the electors residing in the territory to be annexed, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Parcel A:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the north line of said Northwest Quarter, 1006.73 feet to Point of Beginning 'A'; thence continuing North 89°33'20" East along said north line, 124.73 feet; thence South 00°20'31" West, 328.53 feet; thence South 89°36'34" West, 124.97 feet; thence North 00°23'02" East, 328.42 feet to Point of Beginning 'A'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 41,007 square feet (0.9414 Acres) in total, of which 4,116 square feet (0.0945 Acres) are in said right-of-way.

Parcel B:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the north line of said Northwest Quarter, 1231.63 feet to Point of Beginning 'B'; thence continuing North 89°33'20" East along said north line, 100.00 feet; thence South 00°22'36" West, 328.72 feet; thence South 89°36'34" West, 99.87 feet; thence North 00°21'13" East, 328.63 feet to Point of Beginning 'B'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 32,825 square feet (0.7536 Acres) in total, of which 3,312 square feet (0.0760 Acres) are in said right-of-way.

Parcel C:

A parcel of land to be annexed to the City of Sheboygan, located in the Northeast Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the North Quarter Corner of said Section 33; thence South 89°33'20" West along the north line of said Northwest Quarter, 299.29 feet to Point of Beginning 'C'; thence South 26°04'17" West along the west right-of-way line of South Taylor Drive, 132.51 feet to a point of curvature; thence southwesterly 108.62 feet along the arc of a curve to the right, with a radius of 4674.24 feet, through a central angle of 1°19'53", and a chord bearing South 26°44'14" West, 108.62 feet; thence South 89°35'45" West, 397.33 feet; thence North 00°02'43" East, 214.92 feet to aforesaid north line; thence North 89°33'20" East along said north line, 504.26 feet to Point of Beginning 'C'. The north 33' of said land is part of the rightof-way of Union Avenue. Containing 97,040 square feet (2.2277 Acres) in total, of which 16,355 square feet (0.3755 Acres) are in said right-of-way.

Parcel D:

A parcel of land to be annexed to the City of Sheboygan, located in the Northeast Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the North line of said Northwest Quarter, 1331.63 feet to the North-South sixteenth line of said Northwest Quarter; thence South 00°22'36" West along said sixteenth line, 1089.72 feet to Point of Beginning 'D'; thence North 89°33'35" East, 424.30 feet to the centerline of South Taylor Drive; thence South 52°45'57" East, 60.00 feet to the Southeasterly right of way line of said South Taylor Drive; thence South 37°45'28" West along said right of way line, 107.24 feet to a point of curvature; thence Southwesterly 140.34 feet along said right of way line and the arc of a curve to the left having a radius of 2172.69 feet and a chord which bears South 35°54'26" West a distance of 140.32 feet; thence North 55°56'36" West, 60.00 feet to said centerline; thence South 89°33'35" West, 275.72 feet to aforesaid sixteenth line; thence North 00°22'36" East, 200.00 feet to Point of Beginning 'D'.

Containing 84,592 square feet (1.942 Acres) of land more or less in total.

Section 2. Effect of Annexation. From and after the 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. **Payment to Town of Sheboygan**. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (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. Ward Designation. The territory described in Section 1 of this ordinance is hereby made a part of the 22nd Ward and 7th Aldermanic District of the City of Sheboygan, subject to the ordinances, rules and regulations of the City governing wards.

Section 5. 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.

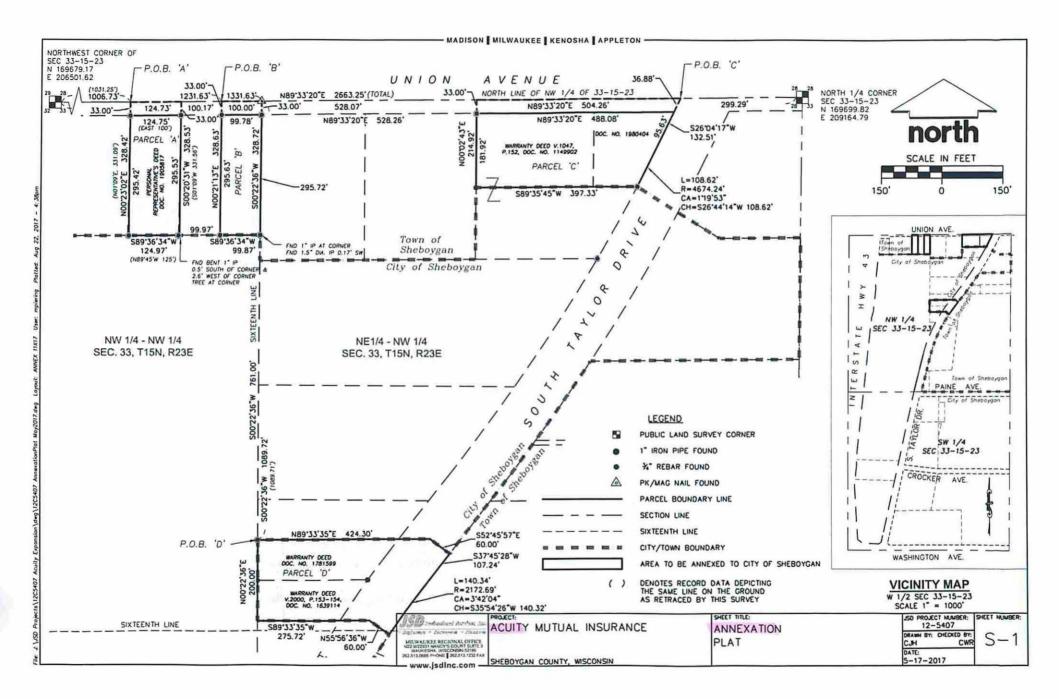
Section 6. **Zoning**. Upon recommendation of the Plan Commission, the territory annexed to the City by this ordinance is temporarily zoned as Suburban Office (SO), a designation that is consistent with the City of Sheboygan Comprehensive Plan for that area.

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

Junance Personnel Junance of Plan With Plan Drid page.

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I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20___. Dated ______ 20___. City Clerk Approved 20_____, Mayor



R. O. No. <u>77-17-18.</u> By CITY CLERK. July 3, 2017.

Submitting a communication from Acuity Insurance submitting a Petition for Direct Annexation by Unanimous Approval for certain lands currently located in the Town of Sheboygan.

Jan File

City Clerk

47



JUN 27'17 PH12:24

June 27, 2017

Hand Delivered

City of Sheboygan – City Clerk's Office Sheboygan City Hall 828 Center Avenue, Suite 100 Sheboygan, WI 53081 Attention: Ms. Susan Richards

Re: Petition for Direct Annexation

Dear Ms. Richards:

Enclosed please find the Unanimous Petition for Direct Annexation under Wis. Stat. §66.0217(2) for certain lands currently located in the Town of Sheboygan.

Within five (5) days I will also be sending copies of this Petition to the Department of Administration (along with their Initial Filing Fee of \$350 and their Review Fee of \$600), the Town of Sheboygan and the Superintendent of Schools for the School District in which the property to be annexed is located.

Very truly yours,

fran Rewandh Mill

Joan Ravanelli Miller

Enclosures

cc: Matthew K. Impola, Esq. (via email w/enclosures)

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 <u>Exhibit A</u> attached hereto and shown on the scale map attached hereto as <u>Exhibit B</u>, which territory is in the Town of Sheboygan, 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, Sheboygan, County, Wisconsin, 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 outstanding priorities of other annexation, incorporation, or consolidation petitions, if any.

Signature of Petitioner*	Address of Petitioner	Date of Signing	Owner and/or Elector
Acuity, A Mutual Insurance Company	2800 South Taylor Drive Sheboygan, WI 53081	6/21/2017	Owner

* Signatures are on pages following.

[SIGNATURE PAGES FOLLOW THIS PAGE.]

ACUITY, A MUTUAL INSURANCE COMPANY By: Benjamin M. Salzmann, President & CEO By:

Sheri Murphy, Secretary & Vice President – Services & Administration

STATE OF WISCONSIN

)) ss.)

COUNTY OF SHEBOYGAN

This instrument was acknowledged before me on $\underline{June 21}$, 2017, by Benjamin M. Salzmann, President & CEO of Acuity, A Mutual Insurance Company, to me know to be the person who signed the foregoing petition on behalf of such company.

[NOTARIAL SEAL]

Lynn P. Yu Name printed:

Notary Public, State of <u>*Wisconsin</u>* My Commission: <u>*expires*</u> 8/12/2017</u>

STATE OF WISCONSIN

COUNTY OF SHEBOYGAN

This instrument was acknowledged before me on $\underline{June 21}$, 2017, by Sheri Murphy, Secretary & Vice President – Services & Administration of Acuity, A Mutual Insurance Company, to me know to be the person who signed the foregoing petition on behalf of such company.

)) SS.

[NOTARIAL SEAL]

Name printed: Notary Public, State of <u></u> My Commission: <u>expires 8/42</u>

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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 Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the north line of said Northwest Quarter, 1006.73 feet to Point of Beginning 'A'; thence continuing North 89°33'20" East along said north line, 124.73 feet; thence South 00°20'31" West, 328.53 feet; thence South 89°36'34" West, 124.97 feet; thence North 00°23'02" East, 328.42 feet to Point of Beginning 'A'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 41,007 square feet (0.9414 Acres) in total, of which 4,116 square feet (0.0945 Acres) are in said right-of-way.

Parcel B:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the north line of said Northwest Quarter, 1231.63 feet to Point of Beginning 'B'; thence continuing North 89°33'20" East along said north line, 100.00 feet; thence South 00°22'36" West, 328.72 feet; thence South 89°36'34" West, 99.87 feet; thence North 00°21'13" East, 328.63 feet to Point of Beginning 'B'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 32,825 square feet (0.7536 Acres) in total, of which 3,312 square feet (0.0760 Acres) are in said right-of-way.

Parcel C:

A parcel of land to be annexed to the City of Sheboygan, located in the Northeast Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 33; thence South 89°33'20" West along the north line of said Northwest Quarter, 299.29 feet to Point of Beginning 'C'; thence South 26°04'17" West along the west right-of-way line of South Taylor Drive, 132.51 feet to a point of curvature; thence southwesterly 108.62 feet along the arc of a curve to the right, with a radius of 4674.24 feet, through a central angle of 1°19'53", and a chord bearing South 26°44'14" West, 108.62 feet; thence South 89°35'45" West, 397.33 feet; thence North 00°02'43" East, 214.92 feet to aforesaid north line; thence North 89°33'20" along said north line, 504.26 feet to Point of Beginning 'C'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 97,040 square feet (0.2.2277 Acres) in total, of which 16,355 square feet (0.3755 Acres) are in said right-of-way.

Parcel D:

A parcel of land to be annexed to the City of Sheboygan, located in the Northeast Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the north line of said Northwest Quarter, 1331.63 feet to the north-south sixteenth line of said Northwest Quarter; thence South 00°22'36" West along said sixteenth line, 1089.72 feet to Point of Beginning 'D'; thence North 89°33'35" East, 347.86 feet to the west right-of-way line of South Taylor Drive and a non-tangential point of curvature; thence southwesterly 248.54 feet along said west right-of-way line and the arc of a curve to the left, with a radius of 2559.87 feet, through a central angle of 5°33'47", and a chord bearing South 35°57'20" West, 248.45 feet; thence South 89°33'35" West, 203.29 feet to aforesaid sixteenth line; thence North 00°22'36" East, 200.00 feet to Point of Beginning 'D'. Containing 54,611 square feet (1.2537 Acres) in total.

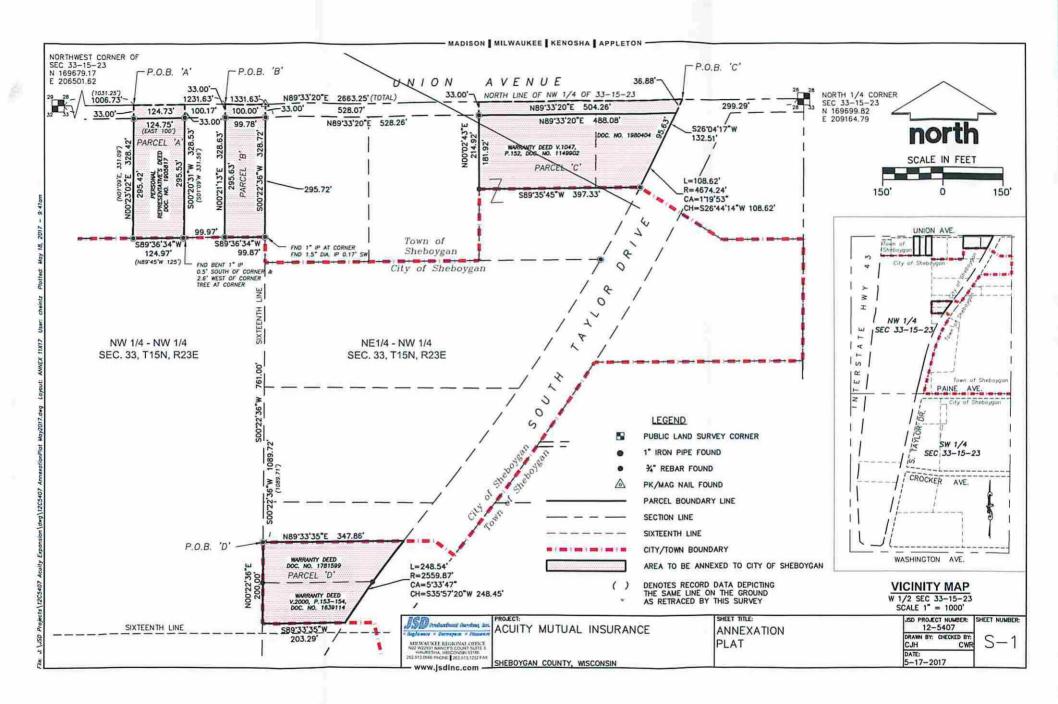
EXHIBIT B

Annexation Map of the Property

See attached.

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4826-6919-9176.1





R. O. No. - 17 - 18. By CITY PLAN COMMISSION. September 5, 2017.

Your Commission to whom was referred Gen. Ord. No. 12-17-18 by Alderperson Savaglio and Alderperson Lewandoske and R. O. No. 139-17-18 by City Clerk to rezone property located at 2724 Kohler Memorial Dr. from Class Suburban Office to Class Urban Residential UR; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 29, 2017, and after due consideration, recommends approval of the General Ordinance and RO.

Lies wer

Director of Planning and Development



Other Matters

Gen. Ord. No. / - 17 - 18. By Alderpersons Savaglio and Lewandoske.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2724 Kohler Memorial Dr. from Class Suburban Office SO to Class Urban Residential UR Classification.

August 21, 2017.

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

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

Property located at 2724 Kohler Memorial Dr.:

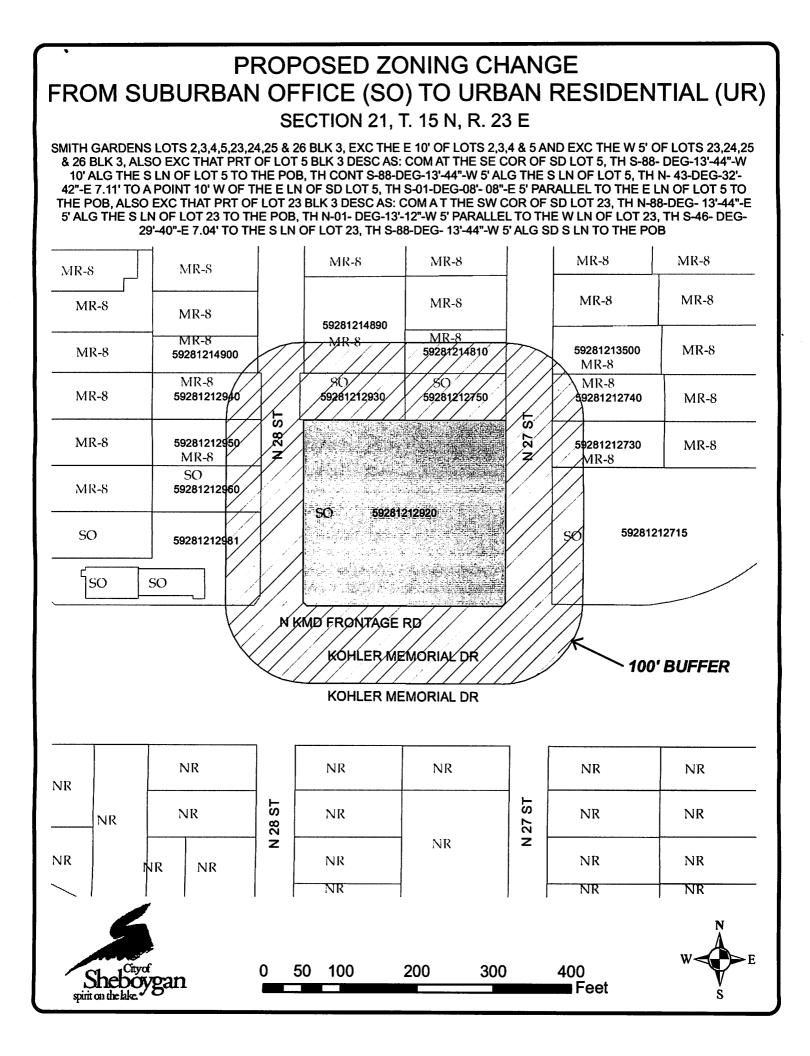
SMITH GARDENS LOTS 2,3,4,5,23,24,25 & 26 BLK 3, EXC THE E 10' OF LOTS 2,3,4 & 5 AND EXC THE W 5' OF LOTS 23,24,25 & 26 BLK 3, ALSO EXC THAT PRT OF LOT 5 BLK 3 DESC AS: COM AT THE SE COR OF SD LOT 5, TH S-88- DEG-13'-44"-W 10' ALG THE S LN OF LOT 5 TO THE POB, TH CONT S-88-DEG-13'-44"-W 5' ALG THE S LN OF LOT 5, TH N- 43-DEG-32'-42"-E 7.11' TO A POINT 10' W OF THE E LN OF SD LOT 5, TH S-01-DEG-08'- 08"-E 5' PARALLEL TO THE E LN OF LOT 5 TO THE POB, ALSO EXC THAT PRT OF LOT 23 BLK 3 DESC AS: COM A T THE SW COR OF SD LOT 23, TH N-88-DEG- 13'-44"-E 5' ALG THE S LN OF LOT 23 TO THE POB, TH N-01- DEG-13'-12"-W 5' PARALLEL TO THE W LN OF LOT 23, TH S-46- DEG-29'-40"-E 7.04' TO THE S LN OF LOT 23, TH S-88-DEG- 13'-44"-W 5' ALG SD S LN TO THE POB

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

Plan

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

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





Ather Matters

8.1

R. O. No. 139 - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting an application from Abacus Architects, Inc., Derrek LeMahieu to rezone property located at 2724 Kohler Memorial Dr. from Class Suburban Office SO to Class Urban Residential UR.

City Par

AUG 17'17 PH12:38

OFFICE USE ONLY
APPLICATION NO.:
RECEIPT NO .: 171367
FILING FEE: \$200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)

Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION ABACUS ARCHETECTS, INC. APPLICANT: <u>DEFREK LEMAHOEU</u> PHONE NO.: <u>(920) 452 - 4444</u> II3SA MECHEGAN AVE., DLEMANTEU @ ADDRESS: <u>SHEBOYGAN, WE STOR</u>E-MAIL: <u>ABACUS ARCHETECTS</u>. NET 2724 SHEBOYGAN LLC OWNER OF SITE: <u>PAUL GOTTSACKER</u> PHONE NO.: <u>(920) 453 - 9600</u>

2. DESCRIPTION OF THE SUBJECT SITE ADDRESS OF PROPERTY AFFECTED: SHEBOYGAN, WE SSORI

LEGAL DESCRIPTION: SEE ATTACHED.

PARCEL NO. 59281212920 MAP NO. 1897863

EXISTING ZONING DISTRICT CLASSIFICATION: SUBURBAN OFFICE (SO)

PROPOSED ZONING DISTRICT CLASSIFICATION: URBAN RESEDENTIAL (UR)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: VALANT-

FORMER NINO'S STEAKHOUSE (DEMOLISHED).

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE:

MULTE-FAMELY RESCOENTEAL (APARTMENTS).

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

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

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

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

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

SEE ATTAC	ATTIMENT.	

4. CERTIFICATE

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

Dunk & ZMi 8.3.17 DERREK J LEMANLEU PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

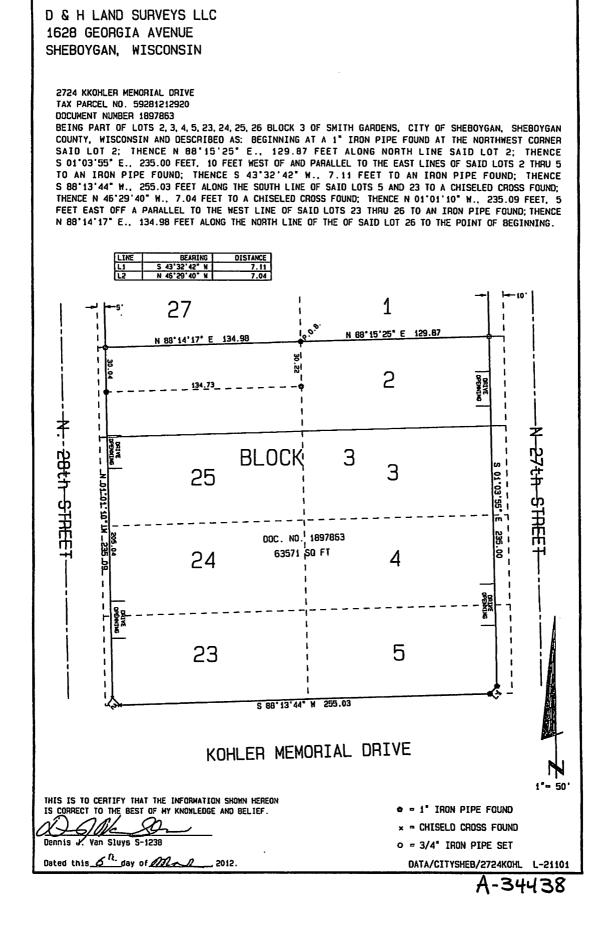
- □ The property proposed to be rezoned.
- □ All lot dimensions of the subject property.
- □ All other lands within 200 feet of the subject property.
- □ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.



RELATIONAL ARCHITECTURE

LEGAL DESCRIPTION

SMITH GARDENS LOTS 2,3,4,5,23,24,25 & 26 BLK 3, EXC THE E 10' OF LOTS 2,3,4 & 5 AND EXC THE W 5' OF LOTS 23,24,25 & 26 BLK 3, ALSO EXC THAT PRT OF LOT 5 BLK 3 DESC AS: COM AT THE SE COR OF SD LOT 5, TH S-88- DEG-13'-44"-W 10' ALG THE S LN OF LOT 5 TO THE POB, TH CONT S-88-DEG-13'-44"-W 5' ALG THE S LN OF LOT 5, TH N- 43-DEG-32'-42''-E 7.1 1' TO A POINT 10' W OF THE E LN OF SD LOT 5, TH S-01-DEG-08'- 08"-E 5' PARALLEL TO THE E LN OF LOT 5 TO THE POB, ALSO EXC THAT PRT OF LOT 23 BLK 3 DESC AS: COM AT THE SW COR OF SD LOT 23, TH N-88-DEG- 13'-44"-E 5' ALG THE S LN OF LOT 23 TO THE POB, TH N-01- DEG-13'-12''-W 5' PARALLEL TO THE W LN OF LOT 23, TH S-46- DEG-29'-40''-E 7.04' TO THE S LN OF LOT 23, TH S-88-DEG- 13'-44''-W 5' ALG SD S LN TO THE POB.





3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

The proposed Zoning Map amendment furthers the purposes of the Zoning ordinance, as outlined in Section 15.005, by redeveloping the site under current storm water requirements, and by maintaining similar building coverage ratio, landscape surface ratio, setback, and building height requirements as the current zoning.

The proposed Official Zoning Map amendment will not affect flood plains or wetlands, and the applicable rules and regulations of the WDNR and FEMA, as the property does not contain designated flood plains or wetlands.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map?

 Factors have changed making the subject property more appropriate for a different zoning district.

> Development patterns show that future "Suburban Office Use" development is more desirable further to the east on Kohler Memorial Drive at several vacant properties located off of the frontage road. It is likely that this vacant property will take decades to develop, leaving the property in this proposed amendment undeveloped during this period. Alternatively, an "Urban Residential Use" could be developed at this site immediately, driven by the demand for this type of use.

 Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

> Demand has increased for market-rate multi-family apartment housing for young professionals and empty nesters, with a location that balances proximity to urban spaces with freeway access.

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

The proposed amendment of the Official Zoning Map maintains similar building coverage ratio, landscape surface ratio, setback, and building height requirements as the current zoning.

See next page for a specific comparison of the above requirements.

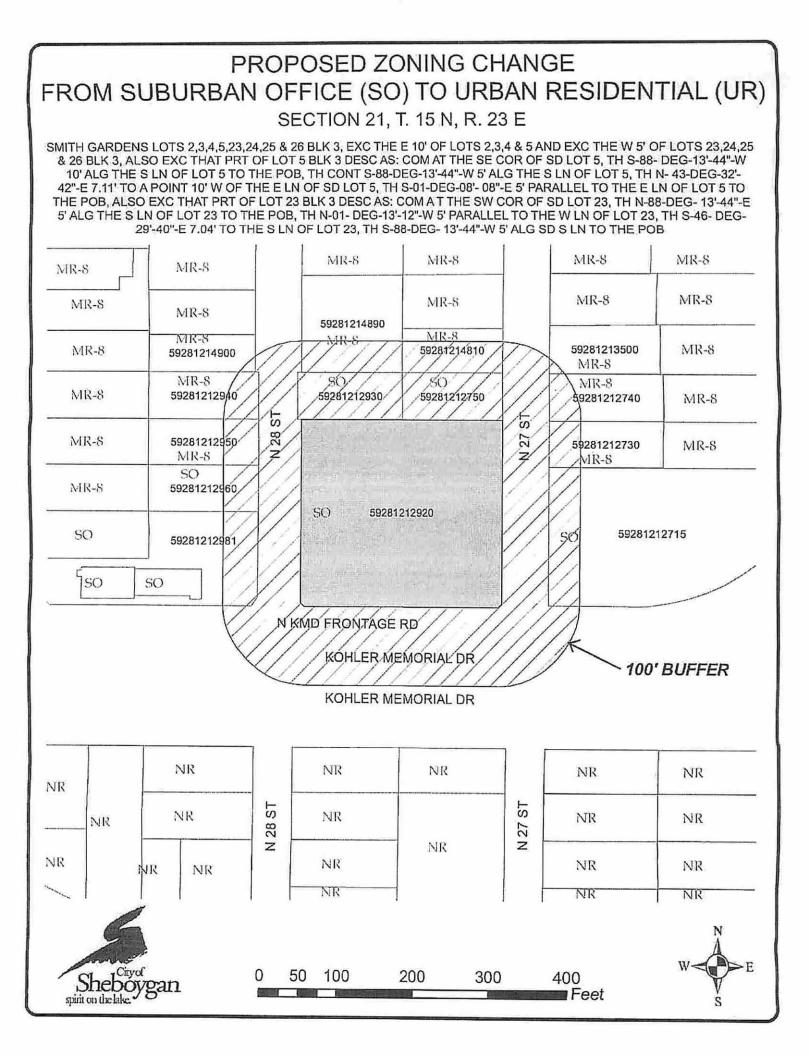


Suburban Office (Original) Min. Landscape Ratio - .25 Building Coverage Ratio - .50 Min. Street Building Setback - 25 ' Min. Rear Building Setback -25 ' Max. Building Height - 35' <u>Urban Residential (Proposed)</u> Min. Landscape Ratio - .25 Building Coverage Ratio - .50 Min. Street Building Setback - 20' Min. Rear Building Setback - 20' Max. Building Height - 35'

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

The proposed map amendment achieves two of the Comprehensive Plans "Key Initiatives", including:

- "Promoting infill development and redevelopment". This is accomplished by developing a mostly paved vacant site into multi-family apartment housing. This type of redevelopment is ideal as it directly borders both residential and commercial zoning districts.
- "Diversifying the City's housing stock". This is accomplished by fulfilling the demand for market-rate multi-family apartment housing for young professionals and empty nesters, with a location that balances proximity to urban spaces with freeway access.





R. O. No. - 17 - 18. By CITY PLAN COMMISSION. September 5, 2017.

Your Commission met and discussed the proposed Resolution approving a corrected amendment to the Project Plan of Tax Incremental District 13, City of Sheboygan, Wisconsin; states that they are in favor of passing the Resolution approving a corrected amendment to the Project Plan of Tax Incremental District 13, City of Sheboygan, Wisconsin.

Lus over

Director of Planning and Development



Res. No. <u>-17 - 18</u>. By Alderpersons Donohue and Bohren. September 5, 2017.

A RESOLUTION approving corrected amendment to the Project Plan of Tax Incremental District 13, City of Sheboygan, Wisconsin.

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

WHEREAS, Tax Incremental District No. 13 (the "District") was created on October 18, 2005; and

WHEREAS, on August 29, 2017 the City of Sheboygan Plan Commission met and held a public hearing on:

(i) The proposed amendment of a tax incremental district to provide development incentives to The Founder's Club, LLC.

WHEREAS, such public hearing was properly noticed in the City's Official newspaper and prior to its publication, a copy of the notice of said hearing was sent to the chief executive officer of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and the proposed District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, such public hearing afford interested parties an opportunity to express their views on the proposed creation of a tax incremental district, the proposed boundaries and the project plan; and

WHEREAS, pursuant to the statutory procedures contained in Section 66.1105, Wis. Stats., and after due consideration, the City Plan Commission agreed upon the amendment of the Project Plan; and

WHEREAS, such amended Project Plan includes:

- a) A statement listing the kind, number and location of all proposed public works projects or improvements within the District, or to the extent provided in Section 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n. of the Wisconsin Statutes, 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 boundaries of the district that were originally approved in the October 18, 2005 Project Plan.
- f) A list of estimated non-project costs;
- g) A statement of the proposed plan for relocation of any persons to be displaced;
- h) A statement indicating how the amendment of the District promotes the orderly development of the City;
- i) An opinion of the City Attorney advising that the plan is complete and complies with Section 66.1105(4)(f), Wisconsin Statutes.

NOW THEREFORE, BE IT RESOLVED: That the Common Council hereby finds, determines and declares that:

1. The boundaries of the "Tax Incremental District 13, City of Sheboygan" are unchanged.

2. That this Project Plan Amendment shall become effective as of the date of adoption of this resolution provided that it further approved by the Joint Review Board.

3. The corrected amended Project Plan for "Tax Incremental District 13, City of Sheboygan" (attached) 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 staff is hereby authorized and directed to notify the Wisconsin Department of Revenue, within 60 days of adoption of this amendment, that this amendment has taken place pursuant to the provisions of Section 66.1105 (5)(cm), Wisconsin Statutes.

		City o			Resolution Wisconsin, (by day	
Dated _		 	20	• _		 , Cit	y Cle	erk
Approve	ed	 	20_	•			, Ma	yor



R. O. No. - 17 - 18. By CITY PLAN COMMISSION. September 5, 2017.

Your Commission met and discussed the proposed Resolution approving a Territory and Project Plan Amendment for Tax Incremental District 14, City of Sheboygan, Wisconsin; states that they are in favor of passing the Resolution approving the Territory and Project Plan Amendment for Tax Incremental District 14, City of Sheboygan, Wisconsin.

Liesour

Director of Planning and Development



Res. No. <u>- 17 - 18</u>. By Alderpersons Donohue and Bohren. September 5, 2017.

•

A RESOLUTION approving a territory and project plan amendment for Tax Incremental District No. 14, City of Sheboygan, Wisconsin.

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

WHEREAS, Tax Incremental District No. 14 (the "District") was created on January 4, 2011 as a mixed-use district; and

WHEREAS, the City now desires to amend the boundaries and the project plan of the District in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes (the "Tax Increment Law"); and

WHEREAS, such amendment will modify the district boundaries to include the former Memorial Mall property and cost of the projects to be undertaken within the revised district boundaries; and

WHEREAS, the proposed additional updated project costs include, but are not limited to development incentives, administrative costs, and infrastructure costs; and

WHEREAS, on August 29, 2017 the City of Sheboygan Plan Commission met and held a public hearing; and

WHEREAS, such public hearing was properly noticed in the City's Official newspaper and prior to its publication, a copy of the notice of said hearing was sent to the chief executive officer of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and the 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

WHEREAS, such public hearing afford interested parties an opportunity to express their views on the proposed creation of a tax incremental district, the proposed boundaries, and the project plan; and

WHEREAS, pursuant to the statutory procedures contained in Section 66.1105, Wis. Stats., and after due consideration, the City Plan Commission agreed upon the amendment of the Project Plan; and



,

WHEREAS, such amended Territory and Project Plan includes:

- a) A statement listing the kind, number and location of all proposed public works projects or improvements within the District, or to the extent provided in Section 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n. of the Wisconsin Statutes, 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 boundaries of the district that were originally approved in the January 4, 2011 Project Plan.
- f) A list of estimated non-project costs;
- g) A statement of the proposed plan for relocation of any persons to be displaced;
- h) A statement indicating how the amendment of the District promotes the orderly development of the City;
- An opinion of the City Attorney advising that the plan is complete and complies with Section 66.1105(4)(f), Wisconsin Statutes.

NOW THEREFORE, BE IT RESOLVED: That the Common Council hereby finds, determines and declares that:

1. The boundaries of the "Tax Incremental District 14, City of Sheboygan" are amendment to include right-of-way and property known as the former Memorial Mall.

2. That this Territory and Project Plan Amendment shall become effective as of the date of adoption of this resolution provided that it further approved by the Joint Review Board.

3. The amended Territory and Project Plan for "Tax Incremental District 14, City of Sheboygan" (attached) 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 staff is hereby authorized and directed to notify the Wisconsin Department of Revenue, within 60 days of adoption of this amendment, that this amendment has taken place pursuant to the provisions of Section 66.1105 (5)(cm), 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 ______, City Clerk Approved ______ 20__. ____, Mayor



Submitting a communication from Ron Becker, owner of Transpo Storage, requesting an encroachment for the proposed Transpo Storage facility located at 1331 Wisconsin Ave. as the redeveloping of the site requires additional private storm sewer.

City Plan

August 29, 2017

City of Sheboygan City Clerk's Office 828 Center Ave. Suite 100 Sheboygan, WI 53081

Subject: Encroachment Request Application Transpo Storage – 1331 Wisconsin Avenue Sheboygan, WI 53081

To Whom It May Concern

This letter is being submitted as part of the Encroachment Request Application for the proposed Transpo Storage facility, located at 1331 Wisconsin Avenue. The plans for redeveloping the site require additional private storm sewer. The nearest public storm sewer is located on the southwest corner of the Wisconsin Ave. and North 13th St intersection. To tie into this public storm sewer, private storm sewer will need to be installed within the R.O.W. along the south side of Wisconsin Avenue. The encroachment follows the proposed storm sewer centerline and is 4 feet wide (see attached Encroachment Exhibit for details).

If you have any questions please call me at 920-457-1155.

Thank you,

Ron Becker, Owner

Enclosures: Encroachment Description Exhibit

cc: Ryan Sazama; Steve Sokolowski

I\DATA\20300\20302 - Transpo Storage - 1331 Wisconsin Avenue\17-20-01 Site Civil\Encroachment Letter.doc

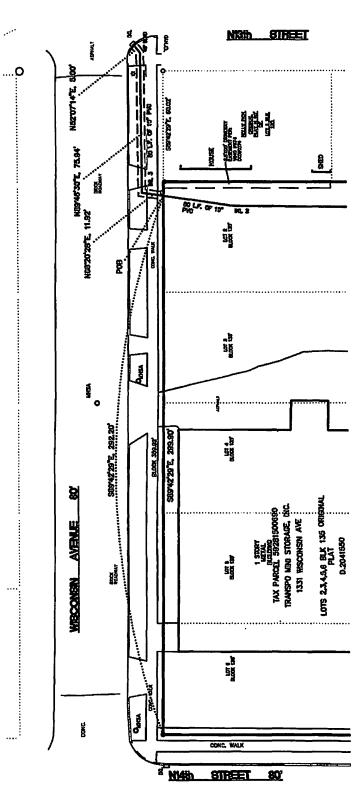
ENCROACHMENT DESCRIPTION

THE CENTERLINE OF 4 FOOT WIDE STORM SEWER ENCROACHMENT BEING THAT PART OF WSCONSIN AVENUE ADJACENT TO BLOCK 135 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE NE1/4 OF THE SE1/4 OF SEC.22, TISN, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN:

MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 135; THENCE S89'42'29"E ALONG THE NORTH LINE OF SAID BLOCK 135, 292.20 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING THENCE FROM SAID FEET; THENCE N89'46'30"E, 75.94 FEET; THENCE N89'46'30"E, 75.94 FEET; THENCE N52'07"14"E, 5.00 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.



BENNEFITED PARCEL DESCRIPTION

LOTS 2, 3, 4, 5, AND 6 OF BLOCK 135 OF THE ORIGNAL PLAT OF THE CITY OF SHEEDYGAN, LOCATED IN THE NEI/4 OF THE SEI/4 OF SEC.22, TIGN, R23E, CITY OF SHEEDYGAN, SHEEDYGAN COUNTY, WISCONSIN;

GRAPHEC SCALE (IN FEET) 1 inch = 40 ft.





Submitting a communication from State of Wisconsin Department of Corrections on behalf of Nicky Weisberg requesting a waiver from the Sex Offender Residency restrictions in order to be placed at 1123/1125 North 14th Street or 930A Michigan Avenue depending on availability.

Public Safety

Scott Walker Governor

Jon E. Litscher Secretary



AUG 24'17 AM11:26

Division of Community Corrections Probation & Parole 3422 Wilgus Avenue Sheboygan, WI 53081

Telephone (920) 459-3097 Facsimile (920) 459-4386

State of Wisconsin Department of Corrections

August 23, 2017

Re: City of Sheboygan Sex Offender Ordinance

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of State inmate Nicky Weisberg in order for Mr. Weisberg to be placed at a Transitional Living Placement (TLP) located at one of the following locations depending on availability: 930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI 53081.

Respectfully,

Josh Butzen Probation/Parole Agent 70802 (920) 918-7894



Submitting a communication from State of Wisconsin Department of Corrections on behalf of Martonez Wallace requesting a waiver from the Sex Offender Residency restrictions in order to be placed at 1123/1125 North 14th Street or 930A Michigan Avenue depending on availability.

Rible Safety

Scott Walker Governor

Jon E. Litscher Secretary



AUG 24'17 AM11:26

Division of Community Corrections Probation & Parole 3422 Wilgus Avenue Sheboygan, WI 53081

Telephone (920) 459-3097 Facsimile (920) 459-4386

State of Wisconsin Department of Corrections

August 23, 2017

Re: City of Sheboygan Sex Offender Ordinance

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of State inmate Martonez Wallace in order for Mr. Wallace to be placed at a Transitional Living Placement (TLP) located at one of the following locations depending on availability: 930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI 53081.

Respectfully,

Josh Butzen Probation/Parole Agent 70802 (920) 918-7894



Submitting a communication from State of Wisconsin Department of Corrections on behalf of Calvin Gideon requesting a waiver from the Sex Offender Residency restrictions in order to be placed at 1123/1125 North 14th Street or 930A Michigan Avenue depending on availability.

Public Safety

Scott Walker Governor

Jon E. Litscher Secretary



3422 Wilgus Avenue Sheboygan, WI 53081 Phone (920) 459-3097 Fax (920) 459-4386

State of Wisconsin Department of Corrections

August 23, 2017

To whom it may concern:

The Department of Corrections, on behalf of Calvin Gideon (DOB: 1/20/1961), is hereby filing an appeal to the Sex Offender Residency Restrictions.

Mr. Gideon is slated to be released from prison on 9/26/17. Upon his release, the Department would like to place him at a Transitional Living Placement (TLP) residence located at 1123 / 1125 North.14th Street or 930A Michigan Avenue, based on availability.

+ e 14

Respectfully,

Mike Roehl Probation & Parole Agent #71214 3422 Wilgus Ave. Sheboygan, WI 53081 920.918.7936



Submitting a communication from Leroy Godard requesting a waiver from the Sex Offender Residency restrictions in order to reside at 1123 N. $14^{\rm th}$ Street.

Public Safety

AUG 21'17 AM10:03

Date: 8-17-Myname is: Leroy Godard I am requesting a waiver to the Sexual Residency Requirements so I may live at: N 14 th St ebuygan, WF 53081 Codarn Signature: 20 Phone Number: ra Rters

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

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

Thank you for all your cooperation in the matter.



Submitting a communication from Luis Ernesto Mendez requesting a waiver from the Sex Offender Residency restrictions in order to reside at 827 Georgia Avenue.

Public Safety

received 8/22/17. WR Monday, August 21st. Luis Ernesto Ma Date:_ nde Z My name is: I am requesting a waiver to the Sexual Residency Requirements so I may live at: eargia Aux ХJ Signature: Phone Number:

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

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

Thank you for all your cooperation in the matter.



Submitting a communication from Joseph J. McNichols requesting a waiver from the Sex Offender Residency restrictions in order to reside at 415 Niagara Avenue.

Public Safety

AUG 25'17 AM 8:02

Date: 8-24-17 Myname is: Joseph J. McNichols I am requesting a waiver to the Sexual Residency Requirements so I may live at: 415 Niagara Avenue, Sheboygan, WI 53081 Signature: 65-6079 Phone Number:

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

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

Thank you for all your cooperation in the matter.



R. O. No. - 17 - 18. By CITY CLERK. September 5, 2017.

Submitting a communication from Ruben Aguiliar requesting a waiver from the Sex Offender Residency restrictions in order to reside at 2527 Camelot Blvd., Apt. C.

Public Safet J

City Clerk

Date: 8-21-17 My name is: RUBEN AGUILAR I am requesting a waiver to the Sexual Residency Requirements so I may live at: 2527 Canclot Blud Apt c Shebaygan, WI 53081 Signature: <u>Relación</u> Phone Number: <u>120-33/-2828</u>

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

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

Thank you for all your cooperation in the matter.



R. O. No. - 17 - 18. By CITY CLERK. September 5, 2017.

Submitting a communication from Andrew Tershner requesting a waiver from the Sex Offender Residency restrictions in order to reside at 1101 Swift Avenue.

Table Aafety

City Clerk

Date: 8-29-17

5

My name is: Andrew Tershner

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

1101 Swift Ave Sheboygan WI 53081 Signature: Andrew Sener Phone Number: 920-627-5212

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

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

Thank you for all your cooperation in the matter.



R. O. No. - 17 - 18. By CITY CLERK. September 5, 2017.

Submitting a claim from Kenneth Reinemann regarding alleged damages to his property at 1526 Ohio Ave. due to a sewer back up.

Financit

City Clerk

DATE RECEIVED BY MD CLAIM NO. 16-17
CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY
INSTRUCTIONS: TYPE OR PRINT IN BLACK INK AUG 28'17 AM10:22
1. Notice of death, injury to persons or to property must be filed not later than 120 days
after the occurrence. 2. Attach and sign additional supportive sheets, if necessary. 3. This notice form must be signed and filed with the Office of the City Clerk.
4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.
 Name of Claimant: Kenneth.W. Reine Mann Home address of Claimant: 1526 Ohio Au. She boygan Wi 5308 Home phone number: 920. 458-2514 Business address and phone number of Claimant: Retired
2017
5. When did damage or injury occur? (date, time of day) August - 240
6. Where did damage or injury occur? (give full description) <u>U</u> <u>An Vasement of Rome at 1526 Ohio AU.</u>
7. How did damage or injury occur? (give full description) <u>N. 4</u> .
 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: N.A.
 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following: (a) Public property alleged to be dangerous:
(b) Claimant's statement of basis for such liability: N-A.

DATE RECEIVED 8.28.17	RECEIVED BY MD
	CLAIM NO. 16-17
Claimant's Name: Kenneth W. Reineman	AUG 28'17 AM10:24
Claimant's Address: 1526 Ohioto.	Property \$ Sewer back up
Claimant's Phone No. 920 - 158-2517	Personal Injury \$ Other (Specify below) \$ 205,00
PLEASE INCLUDE COPIES OF ALL BILLS,	INVOICES, ESTIMATES, ETC. See Bill

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 $\frac{205.00}{5.00}$.

SIGNED Kenne	the W Reinemann	DATE: 08 28 17	
ADDRESS: 152	6 Ohia Au. Shel	100 Cran Wi 53081	

MAIL TO: CLERK'S OFFICE 828 CENTER AVE #100 SHEBOYGAN WI 53081

	N·H·
11. Name and address of any	other person injured: N.A.
12. Damage estimate: (You a	are not bound by the amounts provided here.)
Auto:	\$
Property:	s <u>Sewer-buck</u> up
Personal injury:	\$
Other: (Specify below	\$
	TOTAL \$ 205.00
-	
Damaged vehicle (if app)	licable)
Make: Moo	del: Year: Mileage:
Names and addresses of	witnesses, doctors and hospitals:
NAMES OF ALL STREETS, HOUSE	COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE E NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE ELAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.
NAMES OF ALL STREETS, HOUSE (IF APPLICABLE), WHICH IS C	E NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE
NAMES OF ALL STREETS, HOUSE (IF APPLICABLE), WHICH IS C	E NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE LAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.
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NAMES OF ALL STREETS, HOUSE (IF APPLICABLE), WHICH IS C	E NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE ELAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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Invoice #4996	ROTO ROOTE SEWER & DRAIN SERV	R	d Via <u>Ci C</u> A 8 Servic LLC
Green Bay/Brown County 920.497.1983	P.O. Box 5253 DePere, WI 54115		GreenBay mail.com
Tech: <u>Bocindon</u> Name Ken R Address 1526 0	bio St. She		Date 8/24/1
Main (Sta 176" full 17 Not opp Measur 19 (hacks	>100 ned	````	AMOUNT -205 00 100' - - -
ALL claims and retu	Ined goods MUST be accord	TOTAL	ZOS ®
	urned goods MUST be accord \$100 fee if sent to collection c'd by <u>collection</u>		

. •

Kemeth W. Reinemann 1526 Ohio Au. Sheboygan Wi 53081 08/24/17 Sewer back up noticed in basement in AM. 'Roto Roster was called but did not respond till 4gm. The Plumber at that time did leave & message with Dept of Rublic Works to let them know there was water in the man have on our deadend street my wife also Reft two messages between 4 and 6 gm. a fter waiting two hours we called an emergency number and talked with a Bolice officer who contacted Gublic works employees. At Mom they found the blockage at the Westend of our street.



By BOARD OF WATER COMMISSIONERS. September 5, 2017.

To the Honorable, Mayor and Common Council:

Submitting, as a matter of record, in accordance with the Finance Committee request dated March 1, 1991, the Sheboygan Water Utility's Budget for the year 2018.

ironaut

BOARD OF WATER COMMISSIONERS

Gerald R. Van De Kreeke, President

Mark Huriz

Mark Heinz, Secretary

Raymond W. Haen, Member

Attachment

2018 Sheboygan Water Utility Budget

(approved August 21, 2017)

Sheboygan Board of Water Commissioners

72 Park Avenue,

Sheboygan, WI 53081

WI PSC Utility No. 5370

2018 Sheboygan Water Utility Budget Summary

- Tax equivalency payment to municipality estimated at \$1,204,423
- Of 80 class AB utilities in WI, Sheboygan had the third lowest cost for 18,750 gallons of water per quarter
- \$1,550,000 budgeted for water main replacement projects
- \$2,400,000 budgeted for new industrial park water tower



Sheboygan Water Utility

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

2018 Budget

Budget provides for investment of <u>\$11,206,029</u> in all phases of Water Utility operations.

Revenues

Budgeted revenue projection for 2018	<u>\$8,968,689</u> (1)
Estimated revenue total as of December 31, 2017	<u>\$8,464,902</u>
Total projected revenues for 2018 expected to increase (decrease)	<u>\$503,787</u>

Expenditures

	Estimated			Budget	
	Expenses	Budget	Budget	Increase	Percent
	2017	2017	2018	{Decrease}	Change
Expenditure by Classification			••••		
Labor	\$1,455,139	\$1,538,351	\$1,567,500	\$29,149	2%
Source of supply expenses	\$16,000	\$18,000	\$18,000	\$0	0%
Pumping expenses	\$552,031	\$567,620	\$571,120	\$3,500	1%
Water treatment expenses	\$\$75,440	\$622,000	\$643,000	\$21,000	3%
Transmission & distribution expenses	\$452,721	\$309,000	\$543,500	\$234,500	76% (2)
Customer accounts expenses	\$53,245	\$61,750	\$61,800	\$50	0%
Administrative & general expenses	\$747,698	\$882,000	\$856,000	-\$26,000	-3% (3)
Taxes	\$1,255,851	\$1,254,000	\$1,334,423	\$80,423	6% (4)
Capital outlay	\$2,809,415 (2)	\$3,481,220	\$5,327,000	\$1,845,780	53% (5)
Interest expense on bonds	\$303,852	\$387,937	\$283,686	-\$104,251	<u>-27%</u> (6)
Totals	\$8,221,392	\$9,121,878	\$11,206,029	\$2,084,151	23%

1) Includes 6% revenue increase due to rate increase in January 2018. No rate increases took place in 2017.

2) Increase due to \$220,000 in WDNR lead water service lateral grant monies offset as T&D expense.

3) Decrease due to savings with League of Municipalities insurance package.

4) Increase due to PILOT payment to City.

5) Increase due to \$2.4M construction cost of south side water tower.

6) Decrease due to interest payment schedule and debt refinancing.

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



CASH AND BUDGET SUMMARY

2018

REVENUES	Budget 2017	Estimate 2017	Budget 2018
Cosh Balance January 1 (including bond reserves)	\$5,561,223	\$6,916,854 (1)	\$6,763,417
Current Revenues			
Total sales of water	\$6,252,100	\$6,316,078	\$6,695,043
Other operating revenues (other sales)	\$1,762,301	\$1,773,647	\$1,880,066
Non-operating revenues (other revenues)	\$139,630	\$366,177	\$373,581 (2)
Contributions in aid of construction	\$25,000	\$9,000	\$20,000
Total current revenues	\$8,179,031	\$8,464,902	\$8,968,689
Total reserves available	\$13,740,254	\$15,381,756	\$15,732,107
EXPENDITURES			
Operation & Maintenance			
Source of supply	\$19,500	\$16,000	\$19,500
Pumping	\$693,471	\$690,591	\$715,120
Water treatment	\$1,143,000	\$1,061,449	\$1,167,000
Transmission & distribution maintenance	\$784,000	\$918,292	\$1,018,500 (2)
Customer accounts	\$221,750	\$203,245	\$229,800
Taxes	\$1,254,000	\$1,255,851	\$1,334,423
Administrative & general	\$1,137,000	\$962,698	\$1,111,000
Total operation & maintenance expenses	\$5,252,721	\$5,108,125	\$5,595,343
Other Expenditures			
Capital outlay	\$3,481,220	\$2,809,415	\$5,327,000
Safe Drinking Water Loan proceeds	\$0	-\$463,768 (3)	\$0
Proceeds from bond issue (including \$ to new bond reserve fund)	\$0	\$0	-\$2,400,000
Debt service (including principal and interest)	\$1,182,219	\$1,164,569	\$1,174,183
Total other expenditures	\$4,663,439	\$3,510,216	\$4,101,183
Total expenditures	\$9,916,160	\$8,618,341	\$9,696,526
Cash & Receivables Balance - December 31	\$3,824,094	\$6,763,415 (4)	\$6,035,580

Cash & Receivables Balance -December 31

(Total reserves - Total expenditures)

1) Cash reported is actual Jan 1, 2017.

2) Includes \$220,000 recorded as revenue due to new lead water service lateral grants. Offset shown as T&D main expenditure.

3) Final costs on UV project.

4) Estimate higher than budget due to SDWL monies in 2017, higher Initial cash position, lower capital outlay, and higher revenues.



STATEMENT OF ESTIMATED REVENUES

2018

<u>REVENUE SQURCE</u> (2018 estimate based on no increase in water pumpage) <u>Metered Sales to General Customers (approx. 4,900 million gal</u>	005)	Actual 2015	Budget 2017	Estimate 2017	6udget 2018
Residential		\$2,217,203	\$2,060,000	\$2,126,098	\$2,253,664
Multi-family		\$236,063	\$216,300	\$239, 9 65	\$254,363
Commercial		\$554,769	\$473,800	\$550,015	\$583,015
Industrial		\$3,597,400	\$3,502,000	\$3,400,000	\$3,604,000
	Totals	\$6,605,435	\$6,252,100	\$6,316,078	\$6,695,043
Other Sales to Water Customers					
Private fire protection		\$91,204	\$93,701	\$85,000	\$90,100
Public fire protection (%, inc Falls & Kohler)		\$831,372	\$813,700	\$832,000	\$881,920
Sales to public authorities		\$112,833	\$72,100	\$96,000	\$101,760
Sales to Sheboygan Falis & Kohler		\$847,019	\$782,800	\$760,647	\$806,285
Sales to irrigation customers		\$0	\$0	\$0	\$0
Miscellaneous sales		\$0	\$0	\$0	\$0
Other Revenues	Totals	\$1,882,429	\$1,762,301	\$1,773,647	\$1,880,066
Late payment charges		\$50,843	\$32,000	\$\$0,000	\$38.000
Miscellaneous sales		\$39.179	\$34,000	\$43,009	\$36,000
Rental Income from Georgia Ave		\$21,493	\$21,630	\$22,138	\$22,581
Billing & collecting charge to City		\$40,440	\$37,000	\$29,679	\$37,000
Grant revenues - restricted (other billing & collecting costs accounted for by expense reduction per PS	q	\$0	\$0	\$200,000	\$220,000 {1}
	Totals	\$151,955	\$124,630	\$344,826	\$353,581
	Total Revenues	\$8,639,818	\$8,139,031	\$8,434,551	\$8,928,689
OtherIncome					
Interest		\$15,281	\$15,000	\$21,350	\$20,000
Contributions in aid of construction (including private laterals)		\$238,799 (2)	\$25,000	\$9,000	\$20,000
	Totals	\$254,080	\$40,000	\$30,350	\$40,000
REVENUES	Grand Totals	\$8,893,898	\$8,179,031	\$8,464,902	\$8,968,689

1) WDNR lead water service lateral grant monies

2) Large contribution due to UW Sheboygan water main extension.



OPERATION AND MAINTENANCE EXPENSES

2018

Source of Supply Expenses		Actual 2016	Budget 2017	Estimate 2017	Budget 2018
Operations					
Labor		\$857	\$500	\$0	\$500
Maintenance					
Labor		\$0	\$1,000	\$0	\$1,000
Intakes		\$1,000	\$18,000	\$16,000	\$18,000
	Totals	\$1,857	\$19,500	\$16,000	\$19,500
Pumping Expenses					
Operations					
Labor		\$38,402	\$35,000	\$33,560	\$36,000
Electricity & natural gas		\$479,292	\$498,500	\$492,577	\$500,000 (1)
Pumping equipment		\$316	\$3,120	\$0	\$3,120
Miscellaneous		\$15,819	\$14,000	\$15,254	\$15,000
Utilities		\$30,579	\$34,000	\$35,000	\$34,000
<u>Maintenance</u>					
Labor		\$100,825	\$90,851	\$105,000	\$108,000
Pumping equipment		\$8,794	\$14,000	\$7,879	\$15,000
Structures		\$10,833	\$4,000	\$1,320	\$4,000
	Totals	\$684,860	\$693,471	\$590,591	\$715,120
Water Treatment Expenses					
Operations					
Labor		\$458,312	\$440,000	\$416,642	\$443,000
Water treatment equipment		\$246,710	\$250,000	\$244,078	\$255,000
Chemicals		\$227,542	\$265,000	\$250,000	\$275,000
Miscellaneous		\$11,719	\$4,000	\$9,241	\$10,000
Utilities		\$12,321	\$21,000	\$16,972	\$21,000
Maintenance					
Labor		\$63,147	\$81,000	\$69,366	\$81,000
Water treatment equipment		\$33,266	\$32,000	\$20,149	\$32,000
Structures		\$13,951	\$50,000	\$35,000	\$50,000
	Totals	\$1,066,968	\$1,143,000	\$1,061,449	\$1,167,000

(1) Additional electrical costs due to new UV system of \$2.50 per MG.



OPERATION AND MAINTENANCE EXPENSES

2018

Transmission & Distribution Expenses		Actual 2016	Budget 2017	Estimate 2017	Budget 2018
Operations					
Labor		\$253,396	\$240,000	\$245,571	\$250,000
Reservoirs & standpipes		\$718	\$2,000	\$2,178	\$2,000
Mains & hydrants		\$9,592	\$6,000	\$14,915	\$15,000
Meters		\$3,414	\$\$0,000	\$3,468	\$40,000
Customer services		\$101,515	\$95,000	\$70,000	\$75,000
Miscellaneous		\$9,388	\$14,000	\$220,000	\$260,000 (1)
Utilities		\$15,400	\$16,000	\$16,736	\$15,000
Maintenance					
Labor		\$220,043	\$235,000	\$220,000	\$225,000
Structures & Improvements		\$3,027	\$3,000	\$6,408	\$7,000
Reservoirs & standpipes		\$47,580	\$15,000	\$15,000	\$15,000
Mains		\$88.029	\$75,000	\$75,000	\$75,000
Meters		\$0	\$2,000	\$2,801	\$3,500
Hydrants		\$26,597	\$16,000	\$25,000	\$30,000
Customer Services		\$183	\$15,000	\$1,213	\$5,000
	<u>Totals</u>	\$778,882	<u>\$784,000</u>	\$918,292	\$1,018,500
Customer Accounts Expenses					
<u>Operations</u>					
Labor		\$144,034	\$160,000	\$150,000	\$168,000
Meter reading		\$4,644	\$4,000	\$4,153	\$4,000
Billing & collecting		\$29,185	\$30,000	\$30,000	\$30,000
Uncollectible accounts		\$1,424	\$8,000	\$735	\$8,000
Utilities		\$719	\$750	\$742	\$800
Postage		\$13,962	\$19,000	\$17,614	\$19,000
	<u>Totals</u>	\$193,967	\$221,750	\$203,245	\$229,800
Texes					
Local & school (property tax equivalency paid to City)		\$1,127,126	\$1,124,000	\$1,131,904	\$1,204,423 (2)
Payroll		\$109,909	\$120,000	\$113,946	\$120,000
P.S.C. remainder assessment (mandatory fee to state regulator)		\$8,448	\$10,000	\$10,000	\$10,000
	<u>Totals</u>	\$1,245,483	\$1,254,000	\$1,255,851	\$1,334,423
Interest Expense Long Term Debt					
Expense (bonds, SDW loans, unfunded pension)	<u>Totais</u>	\$268,182	\$387,937	\$303,852	\$283,686 (3)
1) Includes \$220,000 offet due to WONR lead grant monies					

1) Includes \$220,000 offet due to WONR lead grant monies

2) PILOT increase due to UV project

3) Bonds: 2007, 2013, 2016; SDW loans: 2004, 2015



OPERATION AND MAINTENANCE EXPENSES

2018

Administrative & General Expenses		Actual 2016	Budget 2017	Estimate 2017	Budget 2018
Operations					
Labor		\$203,171	\$255,000	\$215,000	\$255,000
Office supplies		\$17,254	\$15,000	\$15,000	\$15,000
Utilities		\$4,153	\$2,000	\$2,690	\$2,000
Outside services & lawyers (including cross connection)		\$67,798	\$75,000 (1)	\$33,319	\$70,000
Auditors (including rate study in 2015)		\$26,331	\$10,000	\$12,000	\$20,000
Property Insurance					
Property and contractors' equipment		\$29,580	\$30,000	\$27,212	\$32,000
Auto		\$9,679	\$9,000	\$6,364	\$7,000
Crime		\$824	\$1,000	\$939	\$1,000
Injuries & Damage Insurance					
Workmen's Comp		\$33,284	\$32,000	\$33,000	\$35,000
General llability, public officials, umbrella		\$49,681	\$56,000	\$26,276	\$28,000
Other Expenses					
Hospitalization (actual claims inc prescrip + TPA, reduced by e	mp contribs)	\$449,386	\$520,000	\$460,000	\$510,000 (2)
Retirement		\$98,000	\$95,000	\$90,119	\$97,000
Life		\$3,948	\$4,000	\$1,779	\$4,000
Regulatory commission expense		\$2,986	\$3,000	\$9,000	\$5,000
Miscellaneous & administrative expense		\$33,408 (3)	\$20,000	\$20,000	\$20,000
Amortization of property loss		\$0	\$0	\$0	\$0
Maintenance					
Office equipment maintenance		\$1,313	\$1,000	\$1,000	\$1,000
Office facilities maintenance		\$13,945	\$9,000	\$9,000	\$9,000
	Totals	\$1,044,740	\$1,137,000	\$962,698	\$1,111,000
EXPENDITURES (NOT INCLUDING CAPITAL)	Grand Totals	\$5,284,938	\$5,640,658	\$5,411,977	\$5,879,029

1) Increase due to state-mandated cross connection program. For 2018 includes legal review of contract documents.

2) Utibity is self-insured, ennual costs vary depending on actual claims.

3) Reconnection fee refunds due to billing error.



CAPITAL OUTLAY

2018

		Actual	Budget	Actual & Estimate	Budget
New Cons	truction and Meters	2016	2017	2017	2018
2018	Distribution mains, hydrants and related services (including laterals)				\$1,550,000 (1)
2018	Meters (all sizes)				\$58,000
2018	3000 Orion radio generators for 1/2 & 5/8" meters				\$397,000 (2)
2018	Replacement of 10 hydrants and 10 street valves				\$50,000
<u>2018</u>	South side water tower				\$2,400,000
2017	Distribution mains, hydrants and related services (including laterals)		\$1,525,000	\$1,525,000	
2017	Meters (all sizes)		\$61,000	\$61,000	
2017	3000 Orion radio generators for 1/2" & 5/8" meters		\$377,320	\$377,320	
2017	Automatic hydrant flushing devices (4)		\$10,000	\$10,000	
2017	Large meter testing		\$3,500	\$3,500	
2016	Distribution mains, hydrants and related services (inc. laterals)	\$1,535,455			
2016	Meters (all sizes)	\$61,666			
2016	2700 Orion radio generators for 1/2" & 5/8" meters	\$398,346			
2016	Trimble hand-held meter reader replacements (2)	\$13,215			
2016	Large meter testing	\$3,010			
	Total new construction	63 011 603	¢1 076 030	\$1,976,820	\$4,455,000
		\$2,011,692	\$1,976,820		
Other cap	ital outlay				
Pumping					
2018	Wilgus Ave. pump station #2 replacement				\$25,000
<u>2018</u>	Georgia Ave. pump station upgrade design and generator replacement (phase	se 2)			\$595,000
2017	Georgia Ave. pump station upgrade design and generator replacement (phase	se 1)	\$320,000	\$50,000	
. .					
Equipment 2018	1929 clear well sluice gate				\$\$5,000
2018	Clear well bypass engineering and design				\$35,000
2018					\$50,000
2018	High lift sump pump and motor replacement		63.000	62.406	330,000
	Suction well level transmitter		\$2,500	\$2,495	
2017	Sludge pit level transmitter		\$2,500	\$2,500	
<u>Structures</u>					
<u>2017</u>	Taylor Hill reservoir masonry renovation		\$600,000	\$325,000	
2016	Taylor Hill reservoir masonry renovation	\$23,513			
Water Trea	atment				
Equipment					
2018	Chemical feed pump for potassium permanganate				\$4,500
2018	SCADA upgrades to remote booster stations and reservoirs				\$20,000
2017	Electric filter rate-of-flow actuator replacements (3)		\$25,000	\$25,000	••
2017	PLC SCADA upgrades on AB system from 2000		\$65,000	\$61,000	
			\$15,000	\$15,000	
<u>2017</u> 2016	Chlorine analyzer replacements (3)	\$3,000	315,000	213,000	
	Loss of head pressure transmitters				
2016	Insertion flow meters at GAPS and EAPS	\$8,280			
2016	Sludge pump VFD	\$9,945			
2016	Phosphate feed system upgrades including new bulk tank	\$10,000			
2016	Chemical feed pump for alum	\$24,288			
2016	SCADA programming	\$48,740			
2015	UV disinfection system (carryover from 2016 including engineering)	\$568,465			

1) S. 13th and HenryStreet, Broadway to Mead Ave; S. 12th Street, from Wilson to Parkwood; Michigan Ave, N. 14th to N. 15th to Huron Ave. 10 hydrants and 10 valves. Paint 200 hydrants.

2) After investment in 2018, Utility would have 79% of radio-read meter system in place. (PSC approval not required due to grandfathering)



CAPITAL OUTLAY

2018

2018							
10100		A	Durde et	Actual &	Dudget		
water	Ireatment (continued)	Actual 2016	Budget 2017	Estimate 2017	Budget 2019		
Structur	es						
	_						
<u>2018</u>	Replace admin building HVAC controls		417.000	640.202	\$30,000		
2017	Keyless entry/security upgrades in water treatment plant		\$17,000	\$19,200			
2017 2017	Upgrade of plant phone system		\$15,000	\$0 \$5,000			
2017	Ongoing tuckpointing of masonry walls Design of replacement high lift catwalk		\$5,000 \$32,000	\$32,000			
2017	Engineering design for new southside elevated storage tank		\$240,000	\$130,000			
2015	1939 filter building and low lift building roof replacements	\$25,855	7240,000	2130,000			
2016	Engineering feasibility study on intake/suction well options	\$0	\$35,000	\$35,000			
2016	Security carneras at booster stations	\$4,575	***,000	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
2015	Plant tuckpointing	\$18,525					
2016	South water tower site acquisition	\$1,627					
2016	Engineering design for new southside elevated storage tank	\$23,866					
2016	Parking bt upgrades	\$81,857					
2015	Construction of storage enclosures	\$19,786					
	•	••••					
<u>Lab Equ</u>	igment						
2017	Online phosphate monitor		\$12,000	\$12,000			
2016	Autoclave	\$8,626	•••••				
2016	Fluoride analyzer	\$5,785					
2016	Chlorine analyzer	\$4,805					
Office Fr	urniture & Equipment						
2018	PC replacements (5)				\$8,500		
2018	Website security upgrades				\$2,400		
2018	Server storage				\$1,000		
2018	Remodel of break/funch room				\$8,000		
2017	Website security upgrades		\$2,400	\$2,400			
2017	Server storage		\$1,000	\$1,000			
2017	PC replacements		\$10,000	\$10,000			
2017	Additional Clarity license		\$2,000	\$2,000			
2016	Phone system upgrade	\$23,629					
2016	Copy machine replacement	\$9,141					
2016	Folder/inserter replacement	\$13,053					
2016	Server storage	\$1,000					
2016	Website upgrades	\$0					
2016	Furniture replacement	\$8,344					
2016	Keyless office entry system	\$4,000					
<u>Transpo</u>	rtation Equipment						
<u>2018</u>	Replace 2004 (1) ton truck with utility bax				\$65,000		
2017	Replace 2003 Chevy 3/4 ton pickup		\$30,000	\$30,000			
<u>2017</u>	Walk-behind concrete saw		\$25,000	\$25,000			
2016	Replace 2003 GMC 1 ton dump	\$35,435					
Power O	Iperated Equipment						
<u>2018</u>	Sand-blasting equipment				\$2,600		
2010	Line-stopping tapping machine		\$25,000	\$25,000			
2016	Concrete breaker	\$12,500		, - - ,			
		*/					



CAPITAL OUTLAY

2018

Enginee	ring Department	Actual 2016	Budget 2017	Actual & Estimate 2017	Budget 2018
2018	Rotating laser level				\$1,600
2018	Attachments for skid-steer, hydraulic Interface, snowblower, 80° tooth bucket				\$8,100
2018	ATS-66 aluminum trench box				\$5,560
2017	AutoCadicense renewals		\$3,000	\$3,000	
2017	ArcGIS lizense for desktop		\$5,000	\$5,000	
2017	GIS design consultation		\$10,000	\$10,000	
2017	ESRI cloud storage space		\$2,000	\$2,000	
<u>2017</u>	Digitize records, scanning and printing		\$3,000	\$3,000	
2016	Legal review of engineering documents	\$0			
2016	AutoCad license renewals	\$2,021			
2016	ESRI cloud storage space	\$2,000			
2016	Mobile tablet	\$1,100			
2016	GIS design consultation	\$21,490			
2016	Digitize records, scanning and printing	\$0			
2016	ArcGIS license for desktop	\$4,550			
	Total other capital	\$1,029,801	\$1,504,400	\$832,595	\$872,000
	Total all capital expenditures	\$3,041,493	\$3,481,220	\$2,809,415	\$5,327,000



R. O. No. ______ - 17 - 18. By CITY CLERK. September 5, 2017.

Submitting a communication from Mike and Diane Warner concerning the street in front of their house at 2006 North 29^{th} Street.

Public Works

City Clerk

Richards, Susan

From: Sent: To: Subject: Mike Warner <mikew444a@gmail.com> Tuesday, August 22, 2017 9:26 AM Richards, Susan Fwd: Street Issue

Hi Sue, I sent this email to the Mayor in July and did not get a response. Can you please get this noticed? Thanks Mike and Diane Warner ------ Forwarded message ------From: "Michael A. Warner" <<u>mwarner@charter.net</u>> Date: Jul 11, 2017 2:19 PM Subject: Street Issue To: <<u>Mayor.Vandersteen@sheboyganwi.gov</u>> Cc: "Mike Warner-Gmail" <<u>mikew444a@gmail.com</u>>

Good Afternoon Mike,

It's been awhile since I have contacted the city or spoken to you.

I hope all is well with you and your family.

I have an issue with the street in front of our house.

Ten years ago when our house was built there was a "ridge" running north/south in the street, but it was fairly small.

We were backing out of our driveway and noticed the ridge has gotten bigger—almost 2" in one span of about 12 ft.

When it rains heavily or when the snow starts to melt, water gathers at the end of our driveway apron and does not drain away until it evaporates.

Also, there is a broken/pot hole area across the street between 1929 and 2003 Nth 29th that needs attention.

Any help you can be in addressing this is appreciated.

Thank you,

Mike and Diane Warner

2006 Nth 29th Street

PH <u>920-918-0296</u>



Res. No. - 17 - 18. By Alderperson Donohue. September 5, 2017.

A RESOLUTION to authorize a transfer of appropriations in the 2017 Budget for contracted services for an Operational Consulting and Departmental Structure of the Fire Department.

Establish appropriation from contingency for contracted services for an operational consulting and department structure of the Fire Department. The remaining balance in the contingency fund will be \$65,516.

FROM

General Fund Contingency 10199020-810103 TO

AMOUNT

General Fund Fire Department Contracted Services 10122100-521900

\$54,000

Suspend Res 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



Res. No. <u>- 17 - 18</u>. By Alderpersons Donohue and Bohren. September 5, 2017.

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

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

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

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

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

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

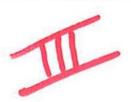
Inance furservel

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

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

BE IT FURTHER RESOLVED: That the Mayor and Clerk are authorized to sign an annual Intergovernmental Agreement going forward on behalf of the City of Sheboygan unless the Common Council adopts a resolution rescinding this authority.

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_____, 20_____, 20_____, City Clerk
Dated ______ 20_____, City Clerk
Approved ______ 20_____, Mayor



Res. No. <u>- 17 - 18</u>. By Alderpersons Donohue and Bohren. September 5, 2017.

A RESOLUTION amending Res. No. 93-14-15 authorizing the City Administrator to negotiate settlement of certain liability insurance claims.

WHEREAS, Res. No. 39-10-11, adopted June 21, 2010, authorized the Finance Auditor/Analyst to negotiate and settle liability claims in an amount not to exceed \$2,500, without prior approval of the Common Council and the former Risk Management Committee; and

WHEREAS, Res. No. 93-14-15, adopted December 1, 2014, increased that claims settlement authority to an amount not to exceed \$5,000; and

WHEREAS, the Common Council finds it beneficial to update said authorization to increase the settlement authority, to grant that authority to the City Administrator or his designee, to provide for efficient processing of claims within the authority limit, and to reflect the City's current process for reviewing such claims.

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator or his/her designee is hereby authorized to negotiate and settle liability insurance claims in an amount not to exceed \$50,000, without prior approval of the Finance and Personnel Committee and Common Council, in instances where, in consultation with the City Attorney's Office and Finance Department, the City Administrator or his/her designee determines it to be in the best interest of the City to settle said claim(s) in an expeditious manner.

BE IT FURTHER RESOLVED: That the City Administrator or his/her designee is appointed, authorized and empowered to act to disallow claims made against the City of \$50,000 or less in accordance with the procedures set forth in Section 893.80 Wis. Stats in instances where, in consultation with the City Attorney's Office and Finance Department, the City Administrator or his/her designee determines it to be in the best interest of the City to deny said claim(s) in an expeditious manner.

Financet

BE IT FURTHER RESOLVED: That those claims settled and denied under this authorization shall be reported promptly to the Finance and Personnel Committee.

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

Corrected Copy Res. No. <u>65</u> <u>17 - 18</u>. By Alderperson Donohue and Bohren. September 5, 2017

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for land improvements.

Establish estimated revenue and appropriation for demolition of the armory.

FROM

то

AMOUNT

TID 16 Capital Fund Sale of Land 42661100-469111 TID 16 Capital Fund Land Improvement 42661100-611200

\$400,000

France 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



Res. No. <u>- 17 - 18</u>. By Alderpersons Donohue & Bohren. September 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the complete demolition of the Sheboygan Municipal Auditorium and Armory including restoration of the property so as to prepare the site for future development.

WHEREAS, with the passage of Resolution 198-16-17 The Common Council directed the Purchasing Agent to solicit sealed bids for the demolition of the Armory including the required pre-demolition abatement of Asbestos and Lead Based Paint and complete restoration of the site so as to prepare it for future development and;

WHEREAS, the Purchasing Agent solicited sealed bids from qualified firms for removal of Asbestos and Lead Based Paint in preparation for demolition in accordance with State of WI Statutes. In addition, a separate Request For Bids was prepared and issued to firms engaged in demolition of commercial properties for demolition and complete site restoration and;

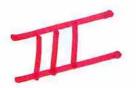
WHEREAS, upon receipt and review of said bids, the low bid for removal and disposal of the Asbestos and Lead Based Paint has been found to meet or exceed all specifications required at a total cost of \$ 107,094.25. The low bid received for demolition has likewise been reviewed and found to meet or exceed all specifications at a total cost of \$ 197,100.00 for the safe and complete demolition of all site improvements including full restoration to a dust free condition in accordance with City of Sheboygan Ordinance.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Badger Environmental Inc. of Fond du Lac WI in the amount of \$107,094.25 for lawful abatement of the asbestos and Lead Based Paint and Vinton Construction and Demolition Inc. of Manitowoc WI in the amount of \$197,100.00 for the complete demolition and restoration of the site. In addition, this request includes an allowance not to exceed \$5,000.00 for independent third party compaction testing of the back-filled sub-grade portions of the site and a general contingency amount of \$46,379.13. The sum total of this request is \$ 355,573.38.

France Protonnel

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on 426601100-611200 Capital Improvements Fund account in the amount of \$ 355,573.38

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



Res. No. <u>- 17 - 18</u>. By Alderpersons Donohue and Bohren. September 5, 2017.

A RESOLUTION approving corrected amendment to the Project Plan of Tax Incremental District 13, City of Sheboygan, Wisconsin.

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

WHEREAS, Tax Incremental District No. 13 (the "District") was created on October 18, 2005; and

WHEREAS, on August 29, 2017 the City of Sheboygan Plan Commission met and held a public hearing on:

(i) The proposed amendment of a tax incremental district to provide development incentives to The Founder's Club, LLC.

WHEREAS, such public hearing was properly noticed in the City's Official newspaper and prior to its publication, a copy of the notice of said hearing was sent to the chief executive officer of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and the proposed District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, such public hearing afford interested parties an opportunity to express their views on the proposed creation of a tax incremental district, the proposed boundaries and the project plan; and

WHEREAS, pursuant to the statutory procedures contained in Section 66.1105, Wis. Stats., and after due consideration, the City Plan Commission agreed upon the amendment of the Project Plan; and

WHEREAS, such amended Project Plan includes:

- a) A statement listing the kind, number and location of all proposed public works projects or improvements within the District, or to the extent provided in Section 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n. of the Wisconsin Statutes, 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;

Finance Personnel

- e) A map showing existing boundaries of the district that were originally approved in the October 18, 2005 Project Plan.
- f) A list of estimated non-project costs;
- g) A statement of the proposed plan for relocation of any persons to be displaced;
- h) A statement indicating how the amendment of the District promotes the orderly development of the City;
- i) An opinion of the City Attorney advising that the plan is complete and complies with Section 66.1105(4)(f), Wisconsin Statutes.

NOW THEREFORE, BE IT RESOLVED: That the Common Council hereby finds, determines and declares that:

1. The boundaries of the "Tax Incremental District 13, City of Sheboygan" are unchanged.

2. That this Project Plan Amendment shall become effective as of the date of adoption of this resolution provided that it further approved by the Joint Review Board.

3. The corrected amended Project Plan for "Tax Incremental District 13, City of Sheboygan" (attached) 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 staff is hereby authorized and directed to notify the Wisconsin Department of Revenue, within 60 days of adoption of this amendment, that this amendment has taken place pursuant to the provisions of Section 66.1105 (5)(cm), 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 **CITY OF SHEBOYGAN, WISCONSIN**

Tax Incremental District 13

PROJECT PLAN AMENDMENT No. 1



Joint Review Board Organizational Meeting Held: August 29, 2017 Public Hearing Held: August 29, 2017 Adopted by Plan Commission: August 29, 2017 Adopted by City Council: September 18, 2017 Anticipated Approval from Joint Review Board: September 25, 2017

September 2017

Tax Incremental District 13, Amendment No. 1

City of Sheboygan Officials

Common Council

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

City Staff

Darrell Hofland
Chad Pelishek
Steven Sokolowski
Charles Adams
Susan Richards
Nancy Buss

City Administrator Director of Planning & Development Manager of Planning & Zoning City Attorney City Clerk Finance Director

PROJECT PLAN AMENDMENT TAX INCREMENTAL DISTRICT 13 AMENDMENT ONE THE FOUNDERS CLUB DEVELOPMENT INCENTIVE

Introduction

The City of Sheboygan (City) proposes to amend Tax Incremental District (TID) 13 to provide a development incentive to The Founders Club, LLC. The City created TID 13 to provide development incentives for a senior housing project known as Landmark Square. TID 13 was certified by the Wisconsin Department of Revenue on January 1, 2006 with a certified base value of \$294,400. To date, no project plan or territory amendments have been filed for this TID.

With this amendment to TID 13, the City proposes to provide a development incentive to a proposed development within the district boundaries. The Founder's Club, LLC has purchased the former Sheboygan Senior Community property which is located in the boundaries of TID 13. The developer is renovating the former nursing home into dormstyle housing units for local employers to house interns and co-op employees on a temporary basis. Phase 1 of the project to create housing for approximately 150 occupants is complete. Phase 2 of the project to create housing for approximately 100 more occupants has requested a development incentive as gap financing to bridge the amount the lender is providing and the amount that developer is contributing towards the project.

Development incentives were provided to the Landmark Square project which began in 2007. The development incentive provided for this project will be complete as of September, 2018.

Summary of Findings

As required by s.66.1105 Wis. Stats and as documented in the Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. That "but for" amendment of TID 13 Project Plan, the new development associated with The Founders Club, LLC. will not advance the City's economic development goals 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:

- In order to make the accommodate plans to redevelop the former Sheboygan Senior Community Center (Phase 2), the City will need to induce redevelopment by offering incentives. Due to the extensive investment needed in this property, the City has determined that redevelopment would not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, redevelopment of the Founders Club Phase 2 would likely not occur.
- That "but for" amendment of TID 13 Project Plan, the economic development objectives will not be achieved. In evaluating the appropriateness of the proposed amendment, the Joint Review Board must consider "whether the development expected in the tax incremental district would occur without the use of tax incremental financing. The purpose of this amendment is provide incentive to this type of development that is not currently in the market, will be meet the City goals as it relates to the economic development initiatives and additional housing opportunities located in our downtown district.

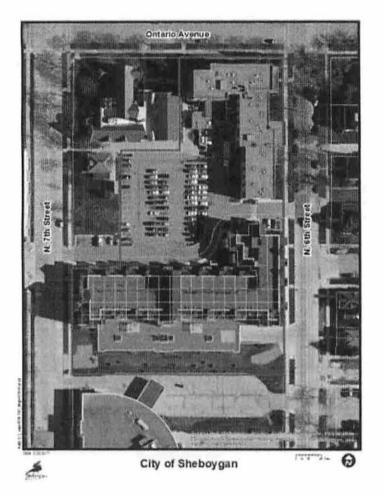
2. The boundaries of the District are not being amended. The former Sheboygan Senior Community Center is located in the original TID boundaries as established in 2006.

3. Based upon the findings as stated above, and the original findings as stated in the Creation Resolution the District remains a blighted area within the meaning of Section 66.1105(2)(a)1. of Wis. Stats.

Listing of Kind, Number and Location of Proposed Improvements

Cash Grant (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 development agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

<u>Map Showing Existing Uses & Conditions.</u> The map provided below shows the originally approved boundaries of the district. This amendment does not change the boundaries of the district. It is provided for reference.



Equalized Value Test

No additional territory will be added to the District. Demonstration of compliance with the equalized value test is not required for the Amendment.

Map Showing Proposed Improvements and Uses

There will be no change to District boundaries, nor any changes to the proposed improvements or uses within the District as result of this amendment. A copy of the map showing the boundaries of the TID can be found on the prior page.

Detailed List of Project Costs

This amendment provides for upfront forgivable development incentives in the amount of \$390,000 to be provided to The Founder's Club as part of the former Sheboygan Senior Community Center redevelopment project per a Developer's Agreement between the City of Sheboygan and The Founders Club approved by the Common Council on March 6, 2017.

Economic Feasibility Study

This project plan amendment allows for tax increments from the proposed \$2,600,000 in new valuation to be used to forgive up to \$390,000 of costs associated with The Founder's Club proposed project. The estimated repayment of this forgivable period is six years.

Budget	Equalized Value	Base	Value	Тах	Development	City	Excess
Year	of Site	Value			Incentive	Share	
Tear	OI SILE	value	Increment	Increment	incentive	Share	Increment
2008	297,300	294,400	2,900	72	n an chong chong agus y an tha sanna a sananna an	72	, , and a final statement of the first for the first ().
2009	8,963,700	294,400	8,669,300	217,070	195,363	21,707	
2010	9,390,700	294,400	9,096,300	348,242	313,418	34,824	
2011	13,264,400	294,400	12,970,000	343,741	309,367	34,374	n manan sekaran 196 (1961), sekara da dike kasaran da bada sama dan dan s
2012	9,775,200	294,400	9,480,800	257,294	231,564	25,730	
2013	9,259,500	294,400	8,965,100	246,624	221,962	24,662	
2014	9,246,200	294,400	8,951,800	251,299	226,169	25,130	
2015	11,722,600	294,400	11,428,200	316,569	284,912	31,657	
2016	11,021,500	294,400	10,727,100	298,044	268,240	29,804	
2017	11,238,400	294,400	10,944,000	292,614	263,353	29,261	
2018	15,038,400	294,400	14,744,000	394,216	287,254	39,422	67,540
2019	15,038,400	294,400	14,744,000	394,216	101,602		292,614
2020	15,038,400	294,400	14,744,000	394,216	101,602		292,614
2021	15,038,400	294,400	14,744,000	394,216	85,194		309,02
2022	15,038,400	294,400	14,744,000	394,216			394,21
2023	15,038,400	294,400	14,744,000	394,216			394,21
2024	15,038,400	294,400	14,744,000	394,216			394,210
2025	15,038,400	294,400	14,744,000	394,216			394,21
2026	15,038,400	294,400	14,744,000	394,216			394,210
2027	15,038,400	294,400	14,744,000	394,216	· · · · · · · · · · · · · · · · · · ·		394,21
2028	15,038,400	294,400	14,744,000	394,216			394,21
2029	15,038,400	294,400	14,744,000	394,216			394,21
2030	15,038,400	294,400	14,744,000	394,216			394,21
2031	15,038,400	294,400	14,744,000	394,216			394,21
2032	15,038,400	294,400	14,744,000	394,216			394,210

Tax Increment for TID 13

Annexed Property

No territory will be added or subtracted from the District as a result of the amendment.

Proposed Changes in Zoning Ordinances

The City does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Project Plan amendment.

Proposed Changes in Master Plan, Map, Building Codes and City of Sheboygan Ordinances.

Due to the former Sheboygan Senior Community Center being an existing building that is being renovated into dorm-style residential units, no effect on the City's Master Plan is anticipated. Actually this project will be consistent with the Master Plan by bringing more people to live downtown and provide a positive economic benefit to the City's goal through the master planning processes to encourage more people to live and work downtown.

Relocation

It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Amendment.

Orderly Development and/or Redevelopment of the City of Sheboygan

This Project Plan Amendment will have no impact on the viability of the original District Project Plan as it relates to the orderly development and/or redevelopment of the City.

A List of Estimated Non-Project Costs

The City does not expect to incur any non-Project Costs in the implementation of this Project Plan Amendment.



Res. No. <u>- 17 - 18</u>. By Alderpersons Donohue and Bohren. September 5, 2017.

A RESOLUTION approving a territory and project plan amendment for Tax Incremental District No. 14, City of Sheboygan, Wisconsin.

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

WHEREAS, Tax Incremental District No. 14 (the "District") was created on January 4, 2011 as a mixed-use district; and

WHEREAS, the City now desires to amend the boundaries and the project plan of the District in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes (the "Tax Increment Law"); and

WHEREAS, such amendment will modify the district boundaries to include the former Memorial Mall property and cost of the projects to be undertaken within the revised district boundaries; and

WHEREAS, the proposed additional updated project costs include, but are not limited to development incentives, administrative costs, and infrastructure costs; and

WHEREAS, on August 29, 2017 the City of Sheboygan Plan Commission met and held a public hearing; and

WHEREAS, such public hearing was properly noticed in the City's Official newspaper and prior to its publication, a copy of the notice of said hearing was sent to the chief executive officer of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and the 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

WHEREAS, such public hearing afford interested parties an opportunity to express their views on the proposed creation of a tax incremental district, the proposed boundaries, and the project plan; and

WHEREAS, pursuant to the statutory procedures contained in Section 66.1105, Wis. Stats., and after due consideration, the City Plan Commission agreed upon the amendment of the Project Plan; and Human WHEREAS, such amended Territory and Project Plan includes:

- a) A statement listing the kind, number and location of all proposed public works projects or improvements within the District, or to the extent provided in Section 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n. of the Wisconsin Statutes, 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 boundaries of the district that were originally approved in the January 4, 2011 Project Plan.
- f) A list of estimated non-project costs;
- g) A statement of the proposed plan for relocation of any persons to be displaced;
- h) A statement indicating how the amendment of the District promotes the orderly development of the City;
- i) An opinion of the City Attorney advising that the plan is complete and complies with Section 66.1105(4)(f), Wisconsin Statutes.

NOW THEREFORE, BE IT RESOLVED: That the Common Council hereby finds, determines and declares that:

1. The boundaries of the "Tax Incremental District 14, City of Sheboygan" are amendment to include right-of-way and property known as the former Memorial Mall.

2. That this Territory and Project Plan Amendment shall become effective as of the date of adoption of this resolution provided that it further approved by the Joint Review Board.

3. The amended Territory and Project Plan for "Tax Incremental District 14, City of Sheboygan" (attached) 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 staff is hereby authorized and directed to notify the Wisconsin Department of Revenue, within 60 days of adoption of this amendment, that this amendment has taken place pursuant to the provisions of Section 66.1105 (5)(cm), Wisconsin Statutes.

Common		of the	City	of		oygan,	Resolution Wisconsin,				the day
Dated _					20	_•			_, City	Cle	erk
Approve	ed				20	•			/	Mag	yor

CITY OF SHEBOYGAN, WISCONSIN

Tax Incremental District 14

TERRRITORY AMENDMENT No. 1



Joint Review Board Meeting Held: August 29, 2017 Public Hearing Held: August 29, 2017 Adopted by Plan Commission: August 29, 2017 Adopted by City Council: September 18, 2017 Anticipated Approval from Joint Review Board: September 25, 2017

September 2017

Tax Incremental District 14, Amendment No. 1

City of Sheboygan Officials

Common Council

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

City Staff

Darrell Hofland Chad Pelishek Steven Sokolowski Charles Adams Susan Richards Nancy Buss

City Administrator Director of Planning and Development Manager of Planning and Zoning City Attorney City Clerk **Finance Director**

PROJECT PLAN AMENDMENT <u>TAX INCREMENTAL DISTRICT 14</u> <u>AMENDMENT ONE</u> <u>TERRITORY AMENDMENT AND DEVELOPMENT INCENTIVE</u> <u>FOR MEIJER FOODS</u>

Introduction

Tax Incremental District 11 (the "District") was created January 4, 2011, as a mixed use tax increment district. It is comprised of approximately 51.5 acres of primarily commercial land use with a base value of \$8,922,700. The current total value for 2016 is \$24,617,400.

The District is located on North Taylor Drive from Erie Avenue to the Taylor Drive Frontage Road. The District also includes a portion of Erie Avenue both east and west of North Taylor Drive.

The District was originally created to provide a development incentive for Festival Foods to redevelop a vacant Wal-Mart store into a new grocery store. The purpose of this amendment is to provide development incentives to Meijer Stores, LLP, expand the boundaries of the District to include the former Memorial Mall property now owned by Meijer Stores, and to fund eligible project costs for infrastructure improvements along North Taylor Drive to accommodate the Meijer Stores development.

The District has a maximum statutory life of 20 years, and must close no later than January 4, 2031, resulting in a final collection of increment in budget year 2031.

Summary of Findings

As required by s.66.1105 Wis. Stats and as documented in the Project Plan Amendment and the exhibits contained and referenced herein, the following findings are made:

1. That "but for" amendment of the District's Project Plan, the remaining development projected to occur as detailed in this Project Plan: 1) would not occur; or 2) would not occur in a manner, at the values, or within desired time by the city. In making this determination, the city has considered the following information:

• These additional expenditures are associated with projects that were unanticipated at the time of District creation, but have now been determined necessary to enable the District to fully implement its Project Plan.

2. The economic benefits of amending the 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 territory amendment, the tax increments projected to be collected are more than sufficient to pay for the remaining proposed project costs. On this basis alone, the finding is supported.
- The additional development expected to occur is likely to generate additional jobs over the life of the District.

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

 Given that it is not likely that the District will achieve all of the objectives of its Project Plan without the continued use of tax incremental financing and since the District is expected to generate additional economic benefits that are more than sufficient to compensate for the additional cost of the improvements, the city reasonably concludes that the overall additional 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 Project Plan is not amended.

Detailed List of Project Costs

The current Project Plan provides for estimated total project cost expenditures of \$1,800,000. This proposed amendment would provide for additional estimated expenditures of \$3,600,000 for a total of \$5,400,000.

Development Incentive

The City of Sheboygan has entered into a development agreement with Meijer Stores, LLP to provide a "Pay-Go" development incentive of \$1,500,000 based on an estimated construction cost of \$14,000,000 to build a retail store and a fueling station/convenient store.

Infrastructure Costs

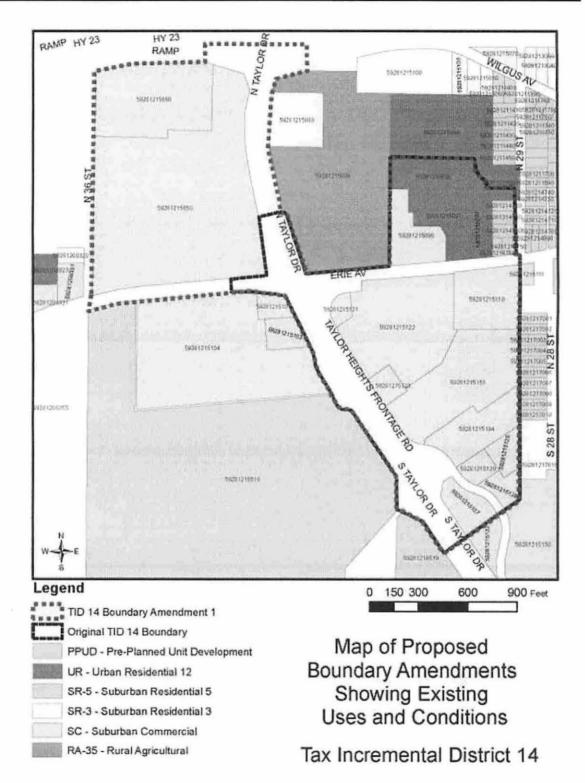
The City of Sheboygan Department of Public Works has estimated \$1,500,000 to reconstruct North Taylor Drive to provide a new signalized intersection/entrance at the new main entrance to the Meijer development. The city anticipates the need to issue District debt to cover a portion of the infrastructure costs associated with the North

Taylor Drive improvements. The city may also incur costs within a ½ mile of the district as it relates to infrastructure improvements on the north off ramps of WIS 23 with costs estimated up to \$500,000.

Equalized Value Test

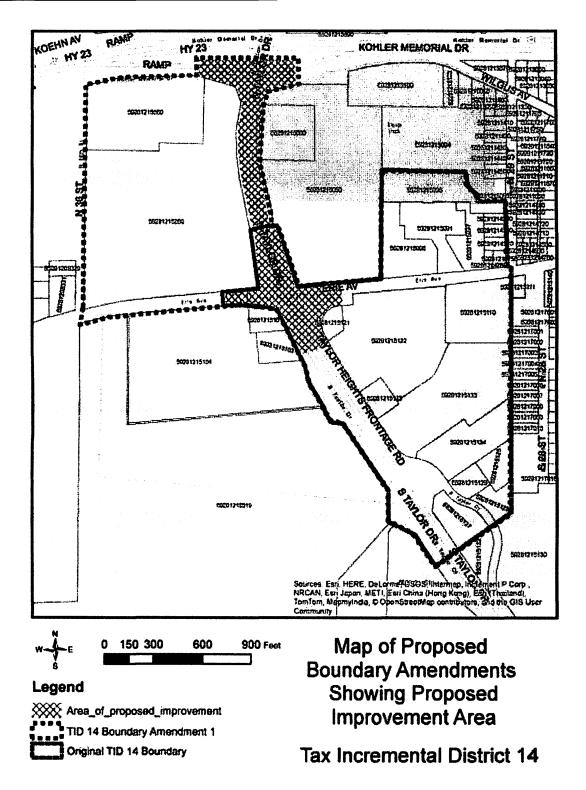
The equalized value limit is calculated by adding the equalized value of the district's taxable property as of January 1 of the amendment year and the value increment of all existing tax incremental districts. The value cannot exceed 12 percent of the total equalized value of taxable property within the municipality.

According to the Wisconsin Department of Revenue Bureau of Equalization, Tax Incremental Financing (TIF) Value Limitation Report in 2016, the City of Sheboygan's limit was 4.72 percent and the preliminary calculation at the time of this amendment preparation was 4.83 percent out of 12 percent. Based on these numbers, the city has substantial TIF capacity and the additional parcels included in this amendment will not force the city to near its limitation.



Map of Proposed Boundary Amendments Showing Existing Uses and Conditions

Map Showing Proposed Improvements



Economic Feasibility Study

The information and exhibits contained within this Section demonstrate that the District, as proposed to be amended by the addition of territory, will remain economically feasible insofar as:

- The city has available to it the means to secure the necessary financing required to accomplish the projects contained in this Plan.
- The development anticipated to occur as result of the continued 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 project of tax increments to be collected resulting from the development and other economic growth within the District, and 3.) cash flow model demonstrating that the projected tax increment collections and all other revenues to the District will be sufficient to pay all Project Costs.

Increment Revenue Projections for Amendment

	Cumulative		Į	Annual		Тах
	Value	Inflation	Development	Value		Increment
	Increment	Increment	Construction	Increment	Tax Rate	Income
2011	\$8,922,700					
2012	22,543,800	\$13,621,100		\$13,621,100	0.025470	\$374,708
2013	23,643,800	14,721,100		14,721,100	0.025592	413,257
2014	24,672,300	15,749,600		15,749,600	0.028829	436,275
2015	26,066,200	17,143,500		17,143,500	0.028064	476,319
2016	24,617,400	15,694,700		15,694,700	0.026999	419,635
2017	25,318,800	16,396,100		16,396,100	0.026999	442,678
2018	20,400,000	16,396,100		16,396,100	0.026999	442,678
2019	20,900,000	16,396,100	\$14,000,000	16,396,100	0.026999	442,678
2020	28,900,000	30,396,100		30,396,100	0.026999	820,664
2021	31,400,000	30,396,100		30,396,100	0.026999	820,664
2022	31,400,000	30,396,100		30,396,100	0.026999	820,664
2023	31,400,000	30,396,100		30,396,100	0.026999	820,664
2024	34,900,000	30,396,100		30,396,100	0.026999	820,664
2025	34,900,000	30,396,100	-	30,396,100	0.026999	820,664
2026	34,900,000	30,396,100	-	30,396,100	0.026999	820,664
2027	34,900,000	30,396,100	-	30,396,100	0.026999	820,664
2028	34,900,000	30,396,100	-	30,396,100	0.026999	820,664
2029	34,900,000	30,396,100	-	30,396,100	0.026999	820,664
2030	34,900,000	30,396,100	-	30,396,100	0.026999	820,664
2031	34,900,000	30,396,100	-	30,396,100	0.026999	820,664

Base Value – 2011 Equalized Value

Analysis assumes the TID expires at the end of the 27 year period (2031)

TID 14 Cash Flow Performa Amendment Only

Revenue	Тах	Development	Administrative	Debt	Debt	Excess
Year	Increments	Incentive	Expense	Principal	Interest	Increment
2011						
2012	\$374,708		\$7,500			\$367,208
2013	413,257	\$367,208	7,500			38,549
2014	436,275	290,914	7,500			137,861
2015	476,319	350,625	7,500			118,194
2016	419,635	323,562	7,500			88,573
2017	442,678	302,772	7,500			132,406
2018	442,678	167,118	7,500		\$11,250	256,810
2019	442,678	-	7,500	\$75,000	22,500	337,678
2020	820,664	-	7,500	75,000	20,250	717,914
2021	820,664	370,486	7,500	75,000	18,000	349,678
2022	820,664	370,486	7,500	75,000	15,750	351,928
2023	820,664	370,486	7,500	75,000	13,500	354,178
2024	820,664	370,486	7,500	75,000	11,250	356,428
2025	820,664	18,056	7,500	75,000	9,000	711,108
2026	820,664	-	7,500	75,000	6,750	731,414
2027	820,664	-	7,500	75,000	4,500	733,664
2028	820,664	-	7,500	75,000	2,250	735,914
2029	820,664	-	7,500			813,164
2030	820,664	-	7,500			813,164
2031	820,664	-	7,500			813,164

Annexed Property

There are no lands proposed for inclusion within the District that were annexed by the city on or after January 1, 2004.

Proposed Changes in Zoning Ordinances

The city does not anticipate the need to change any of its zoning ordinances in conjunction with the implementation of this Territory and Project Plan amendment.

Proposed Changes in Master Plan, Map, Building Codes and City of Sheboygan Ordinances.

The proposed project by Meijer Stores is consistent with the city's Comprehensive Plan and the Taylor Drive Master Plan. There are no changes to the master plan, building codes or other City of Sheboygan ordinances for the implementation of this Plan.

Relocation

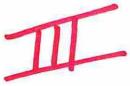
It is not anticipated there will be a need to relocate persons or businesses in conjunction with this Amendment.

Orderly Development and/or Redevelopment of the City of Sheboygan

The District contributes to the orderly redevelopment of the city by providing the opportunity for continued growth in tax base and job opportunities.

A List of Estimated Non-Project Costs

The city does not expect to incur any non-Project Costs in the implementation of this Territory and Project Plan Amendment.



Res. No. <u>- 17 - 18</u>. By Alderpersons Nelson and Bitters. September 5, 2017.

A RESOLUTION officially recognizing the King Park Neighborhood Association.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community,

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations.

WHEREAS, the King Park Neighborhood Association has been organized by residents of the City of Sheboygan with a mission statement as follows:

- Promote neighborliness, cooperation and goodwill among the members of our neighborhood.
- Encourage the residents to be the "eyes and ears" of law enforcement, reporting criminal activity and thus reducing crime.
- Promote the peace, good order, safety, comfort, convenience and welfare of our residents and visitors by reducing litter, hazardous traffic conditions, vandalism and illegal drug use.
- Develop strong working relationships with officials, citizens and organizations to maintain the safety and cleanliness of our neighborhood and to ensure the availability of public and private community services.
- Protect our property values by enforcing and managing suitable and responsible exterior property maintenance standards as identified by City Code to create and maintain an aesthetically pleasant familyoriented neighborhood.
- Promote neighbors helping neighbors.
- Hold monthly meetings to serve as a forum for neighbors to communicate with each other.

WHEREAS, the King Park Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the south side of Indiana Avenue, the north side of Broadway Avenue, Lake Michigan on the east side and east side of South 9th Street.

WHEREAS, the King Park Neighborhood Association shall become a member of the Mayor's Neighborhood Leadership Cabinet (MNLC) and be eligible to apply for grant funds through grant programs offered by the MNLC.

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NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the King Park Neighborhood Association.

BE IT FURTHER RESOLVED: That the Mayor, Common Council and staff of the City of Sheboygan hereby pledge their support and cooperation in addressing the needs of the citizens of the neighborhood in particular and the community in general.

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



Res. No. - 17 - 18. By Alderperson Wolf. September 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract(s) for the purchase of a bucket truck with tool body for the Department of Public Works.

WHEREAS, the Department of Public Works Forestry Division cares for and maintains all of the trees in the right of way within the city limits. A critical piece of equipment for this task is a bucket truck to allow the crews to access the trees in a safe manner. The current truck has exceeded its expected useful life and a replacement was included in the 2017 Capital Improvements budget and;

WHEREAS, Utility Sales and Service of Appleton, WI and Versalift is the manufacturer of several other city-owned bucket trucks and also performs annual testing and certification on these vehicles. Utility Sales and Service has a Versalift demonstrator vehicle which it has agreed to offer for sale to the City. The unit meets or exceeds the needs of the Forestry Division and:

WHEREAS, the vehicle pricing includes discounts available to the City through both the State of WI Contract as well as the National Joint Powers Alliance contract (NJPA). As a result, the City of Sheboygan is also able to waive competitive bidding for this purchase.

RESOLVED: That the Purchasing Agent is authorized to waive competitive bidding and enter into contract for the purchase of a 2017 Versalift VST-40MHI Demonstrator bucket truck from Utility Sales and Service Inc. of Appleton WI in the amount of \$128,945.12 including license and title.

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BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds on the Capital Improvements Fund 70136100-641200 Account in payment of same.

	ncil of	the	City	of	Sheboygan,	g Resolutio Wisconsin,			-	the of
Dated	- <u></u>	2	20	-•-			, City	Cler	¢	
Approved _		2	20	_• _			,	Mayo	r	



Res. No. - 17 - 18. By Alderperson Donohue. September 5, 2017.

A RESOLUTION establishing the 2018 Budget appropriations and the 2017 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, the Common Council Committees have duly considered and discussed a budget for 2018 as proposed by the City Administrator, and

WHEREAS, a public hearing on the budget will be held on October 16, 2017 as required, and

WHEREAS, the 2018 garbage fee is set at \$5 per equivalent residential unit per month, and

WHEREAS, the 2018 budget requires a tax levy to partially finance the appropriations.

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

Budgeted revenue estimates and expenditure appropriations for the year 2018 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Mead Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service Funds - G O Debt Service, Convention Center Debt Service, TID 5, TID 6, TID 10, TID 11, TID 12, TID 13, TID 14, TID 15, TID 16, Environmental TID; Capital Project Funds - Capital Projects, Capital Improvement, Industrial Park, TID 6 Capital, TID 12 Capital, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds - Water Utility, Wastewater Utility, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in program category detail in the budget document.

Finance Personnel, Jinance Personnel, Public Works & Public Works & Raw & Lunning

BE IT FURTHER RESOLVED: That the Personnel Schedule as presented in the 2018 budget be approved, and

BE IT FURTHER RESOLVED: That the property tax levy required to finance the 2018 Budget is \$23,324,477.

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

2018 BUDGET SUMMARY

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		GOVERNMENT	AL FUNDS				
	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2018 Executive
Revenue				·			
Taxes	\$13,979,108	\$3,927,829	\$6,777,547	\$4,193,377	\$0	\$511,547	\$29,389,408
Licenses and Permits	879,850	625,000	0	0	0	32,000	1,536,850
Intergovernmental	14,235,784	1,743,497	53,639	1,674,641	0	2,707,127	20,414,688
Intergovernmental Charges for Services	227,000	0	0	0	0	0	227,000
Charges for Services	1,621,196	1,923,750	0	0	9,400	27,527,607	31,081,953
Fines and Forfeitures	269,000	902,000	0	0	0	5,000	1,176,000
Miscellaneous Revenue	393,615	347,069	547,499	18,443,763	7,864	965,682	20,705,492
Interfund Transfers	2,895,454	0	1,291,913	3,089,455	0	947,791	8,224,613
Total Revenue	\$34,501,007	\$9,469,145	\$8,670,598	\$27,401,236	\$17,264	\$32,696,754	\$112,756,004
Expenditures							
General Government	\$3,797,119	\$547,024	\$1,350	\$7,500,000	\$0	\$9,587,389	\$21,432,882
Public Safety	20,738,906	778,295	0	2,117,711	0	0	23,634,912
Public Works	8,600,207	862,904	0	4,094,500	0	21,852,538	35,410,149
Health and Human Services	192,440	0	0	0	750	0	193,190
Culture and Recreation	2,566,224	4,130,439	0	6,092,670	. 0	0	12,789,333
Conservation and Development	333,009	906,108	298,941	6,393,549	0	0	7,931,607
Transfers and other expenses	773,102	2,264,764	8,297,181	3,618,650	1,250	4,724,791	19,679,738
Total Expenditures	\$37,001,007	\$9,489,534	\$8,597,472	\$29,817,080	\$2,000	\$36,164,718	\$121,071,811
Excess of revenues over (under) expenditures	-\$2,500,000	-\$20,389	\$73,126	-\$2,415,844	\$15,264	-\$3,467,964	-\$8,315,807
Fund Balance, January 1	\$22,039,439	\$1,569,524	\$7,861,102	\$8,100,665	\$2,194,577	\$0	\$41,765,307
Fund Balance, December 31	\$19,539,439	\$1,549,135	\$7,934,228	\$5,684,821	\$2,209,841	\$0	\$36,917,464
Net Position, January 1	\$0	\$0	\$0	\$0	\$0	\$84,882,075	\$84,882,075
Net Position, December 31	\$0	\$0	\$0	\$0	\$0	\$81,414,111	\$81,414,111
Net Property Tax Required	\$13,775,585	\$2,445,829	\$3,196,889	\$3,394,627	\$0	\$511,547	\$23,324,477

GOVERNMENTAL FUNDS

GENERAL FUND BUDGET SUMMARY

	2015	2016	2017	2017	2018	2018
	Actual	Actual	Amended	Estimated	Requested	Executive
Revenue						
Taxes	16,160,234	15,164,406	15,605,762	15,608,188	13,979,108	13,979,108
Licenses and Permits	1,257,930	1,202,490	902,990	847,731	879,850	879,850
Intergovernmental	14,297,099	14,207,490	14,179,401	14,176,595	14,235,784	14,235,784
Intergovernmental Charges for Services	200,622	192,078	254,000	225,000	227,000	227,000
Charges for Services	1,570,455	1,756,904	1,537,135	1,605,942	1,621,196	1,621,196
Fines and Forfeitures	281,845	309,263	284,850	296,000	269,000	269,000
Miscellaneous Revenue	677,589	357,685	360,150	398,803	393,615	393,615
Interfund Transfers	2,904,358	2,844,044	2,855,572	2,728,996	2,895,454	2,895,454
Total Revenue	37,350,132	36,034,360	35,979,860	35,887,255	34,501,007	34,501,007
Expense						
General Government	3,342,261	3,637,688	3,729,013	3,657,825	3,826,278	3,797,119
Public Safety	20,497,361	21,880,886	20,666,502	20,586,417	21,234,249	20,738,906
Public Works	7,187,327	7,939,509	8,400,579	8,402,112	8,602,495	8,600,207
Health and Human Services	233,341	233,451	249,821	225,827	192,440	192,440
Parks and Recreation	2,472,217	2,521,877	2,483,776	2,479,351	2,566,224	2,566,224
Conservation and Development	565,125	257,317	351,149	350,347	333,009	333,009
Transfers and other expenses	495,614	598,121	673,033	554,267	773,102	773,102
Total Expenditures	34,793,246	37,068,849	36,553,873	36,256,146	37,527,797	37,001,007
Excess of revenue over (under) expenditures	2,556,886	-1,034,489	-574,013	-368,891	-3,026,790	-2,500,000
Fund Balance, Beginning Year	21,004,699	23,561,585	21,145,644	22,527,096	22,158,205	22,158,205
Fund Balance, Ending Year*	23,561,585	22,527,096	20,571,631	22,158,205	19,131,415	19,658,205
*Ending Fund Balance consists of:						
Uncommitted	17,810,211	20,678,882	18,747,477	20,500,173	17,665,563	18,192,353
Committed	5,751,374	1,848,214	1,824,154	1,658,032		1,465,852
	23,561,585	22,527,096	20,571,631	22,158,205		19,658,205

SPECIAL REVENUE FUNDS BUDGET SUMMARY

	2015	2016	2017	2017	2018	2018
	Actual	Actual	Amended	Estimated	Requested	Executive
Revenue						
Taxes	3,827,361	3,851,767	3,827,741	3,887,963	3,927,829	3,927,829
Licenses and Permits	628,636	598,520	625,000	665,000	625,000	625,000
Intergovernmental	1,190,555	1,656,418	2,096,183	2,354,858	1,743,497	1,743,497
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	2,167,747	1,900,971	2,071,850	1,867,512	1,923,750	1,923,750
Fines and Forfeitures	894,072	732,004	825,000	750,000	902,000	902,000
Miscellaneous Revenue	578,807	541,170	368,860	358,475	347,069	347,069
Interfund Transfers	123,124	92,636	925,000	1,320,913	0	0
Total Revenue	9,410,302	9,373,486	10,739,634	11,204,721	9,469,145	9,469,145
Expenditures						
General Government	524,043	460,646	549,043	523,874	547,024	547,024
Public Safety	669,240	671,274	742,548	735,635	778,295	778,295
Public Works	1,013,545	1,058,468	991,080	952,290	862,904	862,904
Health and Human Services	0	0	0	0	0	0
Parks and Recreation	3,770,271	3,709,623	3,920,984	3,937,109	4,130,439	4,130,439
Conservation and Development	552,898	1,965,969	1,975,565	2,459,875	906,108	906,108
Transfers and other expenses	2,800,038	2,368,102	3,405,013	3,624,526	2,264,764	2,264,764
Total Expenditures	9,330,035	10,234,082	11,584,233	12,233,309	9,489,534	9,489,534
Excess of revenues over (under) expenditures	80,267	-860,596	-844,599	-1,028,588	-20,389	-20,389
Fund Balance, Beginning of Year	3,378,441	3,458,708	1,833,600	2,598,112	1,569,524	1,569,524
Fund Balance, Ending Year*	3,458,708	2,598,112	989,001	1,569,524	1,549,135	1,549,135

DEBT SERVICE FUNDS BUDGET SUMMARY

	2015	2016	2017	2017	2018	2018
	Actual	Actual	Amended	Estimated	Requested	Executive
Revenue						
Taxes	6,743,401	6,216,284	5,882,643	6,167,636	6,777,547	6,777,547
Licenses and Permits	0	0	0	0	0	0
Intergovernmental	31,753	25,017	28,332	54,714	53,639	53,639
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	6,538,889	7,680,551	2,304,463	2,722,499	547,499	547,499
Interfund Transfers	1,670,273	2,344,678	1,312,133	1,428,001	1,291,913	1,291,913
Total Revenue	14,984,316	16,266,530	9,527,571	10,372,850	8,670,598	8,670,598
Expenditures						
General Government	103,259	420,938	47,699	43,074	1,350	1,350
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	0	0	0	0	0	0
Parks and Recreation	0	0	0	0	0	0
Conservation and Development	806,693	741,572	741,572	3,286,733	298,941	298,941
Transfers and other expenses	10,742,453	15,542,344	6,979,809	9,108,592	8,297,181	8,297,181
Total Expenditures	11,652,405	16,704,854	7,769,080	12,438,399	8,597,472	8,597,472
Excess of revenues over (under) expenditures	3,331,911	-438,324	1,758,491	-2,065,549	73,126	73,126
Fund Balance, Beginning of Year	7,033,064	10,364,975	11,034,278	9,926,651	7,861,102	7,861,102
Fund Balance, Ending Year*	10,364,975	9,926,651	12,792,769	7,861,102	7,934,228	7,934,228

CAPITAL IMPROVEMENT FUNDS BUDGET SUMMARY

	2015	2016	2017	2017	2018	2018
	Actual	Actual	Amended	Estimated	Requested	Executive
Revenue						
Taxes	0	1,746,546	1,733,457	1,733,457	4,193,377	4,193,377
Licenses and Permits	0	0	0	0	0	0
Intergovernmental	574,860	400,461	1,825,000	1,990,968	1,674,641	1,674,641
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	3,731,224	7,666,424	14,785,375	5,739,645	18,443,763	18,443,763
Interfund Transfers	0	1,125,663	1,439,422	3,105,357	3,089,455	3,089,455
Total Revenue	4,306,084	10,939,094	19,783,254	12,569,427	27,401,236	27,401,236
Expenditures						
General Government	11,010	32,333	4,083,750	12,000	7,500,000	7,500,000
Public Safety	87,080	750,530	1,093,945	1,015,311	2,117,711	2,117,711
Public Works	1,568,449	2,792,410	5,106,358	5,026,858	4,094,500	4,094,500
Health and Human Services	0	0	0	0	0	0
Parks and Recreation	22,215	197,817	5,480,867	600,446	6,092,670	6,092,670
Conservation and Development	102,432	2,995,838	2,602,700	3,242,426	6,393,549	6,393,549
Transfers and other expenses	1,085,427	1,138,565	1,218,289	1,321,289	3,618,650	3,618,650
Total Expenditures	2,876,613	7,907,493	19,585,909	11,218,330	29,817,080	29,817,080
Excess of revenues over (under) expenditures	1,429,471	3,031,601	197,345	1,351,097	-2,415,844	-2,415,844
Fund Balance, Beginning of Year	2,288,496	3,717,967	3,513,680	6,749,568	8,100,665	8,100,665
Fund Balance, Ending Year*	3,717,967	6,749,568	3,711,025	8,100,665	5,684,821	5,684,821

FIDUCIARY FUNDS BUDGET SUMMARY

	2015	2016	2017	2017	2018	2018
	Actual	Actual	Amended	Estimated	Requested	Executive
Revenue						
Taxes	0	0	0	0	0	0
Licenses and Permits	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	11,099	16,810	9,400	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	5,138	91,571	10,795	11,545	7,864	7,864
Interfund Transfers	153,505	0	0	0	0	0
Total Revenue	169,742	108,381	20,195	20,945	17,264	17,264
Expenditures						
General Government	0	0	0	0	0	0
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	1,064	450	750	750	750	750
Parks and Recreation	10,297	0	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	1,002	3,154	1,250	1,250	1,250	1,250
Total Expenditures	12,363	3,604	2,000	2,000	2,000	2,000
Excess of revenues over (under) expenditures	157,379	104,777	18,195	18,945	15,264	15,264
Fund Balance, Beginning of Year	1,913,476	2,070,855	2,088,800	2,175,632	2,194,577	2,194,577
Fund Balance, Ending Year*	2,070,855	2,175,632	2,106,995	2,194,577	2,209,841	2,209,841

PROPRIETARY FUNDS BUDGET SUMMARY

	2015	2016	2017	2017	2018	2018
	Actual	Actual	Amended	Estimated	Requested	Executive
Revenue						
Taxes	511,550	511,547	511,547	511,547	511,547	511,547
Licenses and Permits	36,860	17,000	31,000	32,000	32,000	32,000
Intergovernmental	0	0	8,116	8,116	8,116	8,116
Intergovernmental Charges for Services	2,644,412	2,627,871	2,630,628	2,800,702	2,699,011	2,699,011
Charges for Services	26,211,013	25,956,181	27,632,614	25,117,901	27,500,905	27,527,607
Fines and Forfeitures	16,445	0	5,000	3,000	5,000	5,000
Miscellaneous Revenue	1,690,663	1,439,080	842,407	928,905	965,682	965,682
Interfund Transfers	1,441,717	1,008,694	956,122	1,400,007	947,791	947,791
Total Revenue	32,552,660	31,560,373	32,617,434	30,802,178	32,670,052	32,696,754
Expenditures						
General Government	9,496,431	8,377,915	9,576,919	9,229,500	9,587,389	9,587,389
Public Safety	0	0	0	0	0	0
Public Works	15,510,721	16,003,776	18,777,983	17,928,307	21,852,538	21,852,538
Health and Human Services	0	0	0	0	0	0
Parks and Recreation	0	0	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	5,237,890	5,118,865	4,878,467	4,769,500	4,724,791	4,724,791
Total Expenditures	30,245,042	29,500,556	33,233,369	31,927,307	36,164,718	36,164,718
Excess of revenues over (under) expenditures	2,307,618	2,059,817	-615,935	-1,125,129	-3,494,666	-3,467,964
Fund Balance, Beginning of Year	81,639,769	83,947,387	84,603,457	86,007,204	84,882,075	84,882,075
Fund Balance, Ending Year*	83,947,387	86,007,204	83,987,522	84,882,075	81,387,409	81,414,111



Res. No. 72 - 17 - 18. By Alderpersons Bohren, Sorenson, Belanger and Nelson. September 5, 2017.

4.11

A RESOLUTION directing the appropriate City Officials to take steps to limit the use of Knoll Crest Drive for construction purposes during the time the State of Wisconsin Department of Transportation Utility Corridor Multiuse Path State Project (Number 4996-22-71) is in progress.

WHEREAS, Sheboygan County is contracting to build a multi-use path on land adjacent to Knoll Crest Drive; and

WHEREAS, Knoll Crest Drive is a dead-end road with rural-style mailboxes adjacent to protected wetlands, and is therefore an inappropriate location for the storage and parking of equipment and materials.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City Officials are hereby directed to take steps to limit the use of Knoll Crest Drive for construction purposes during the time the State of Wisconsin Department of Transportation Utility Corridor Multi-use Path State Project (Number 4996-22-71) is in progress by insuring that any documents to which the City is a party or signatory included the following provisions and limitations:

- a) Equipment and material shall be delivered, parked, and stored outside of existing roadways, roadway rights-of-way, and clear zones, and at a sufficient distance from the existing edge of any pavement as approved by the City Engineer.
- b) No equipment, vehicle, or materials shall be stored on wetlands shown in the plan.
- c) No equipment, vehicle, or materials shall be stored or parked on Knoll Crest Drive.
- d) No equipment, vehicle, or materials shall be stored or parked on streets adjacent to Knoll Crest Drive beyond the project limits unless specifically approved by the City Engineer and after consideration of the impact on the neighborhood.

Jul WKS

- e) Neither Knoll Crest Drive nor its adjacent, city-owned areas shall be used as a staging area or location for such items as contractor trailers, port-a-potties, equipment, or materials.
- f) No access to the project site shall be permitted from Knoll Crest Drive.

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. <u>- 17 - 18</u>. By FINANCE AND PERSONNEL COMMITTEE. September 5, 2017.

Your Committee to whom was referred a copy of Gen. Ord. No. 11-17-18 by Alderpersons Holzschuh and Schneider annexing territory to the City of Sheboygan, Wisconsin (Acuity); recommends passing Ordinance.

Lies over.

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				-				Com	mittee
and	adopted by t	the Commo	hat the for on Council	of the	City o	ooygan,		-	-
Dat	ed		20	· _			,	City	Clerk
App	roved		20	· _				/	Mayor

Gen. Ord. No. <u>11 - 17 - 18</u>. By Alderpersons Holzschuh and Schneider. August 21, 2017.

10.

AN ORDINANCE annexing territory 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. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the City Clerk on the 27th day of June, 2017, signed by all the electors residing in the territory to be annexed, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Parcel A:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the north line of said Northwest 1006.73 feet to Point of Beginning 'A'; thence Ouarter, continuing North 89°33'20" East along said north line, 124.73 feet; thence South 00°20'31" West, 328.53 feet; thence South 89°36'34" West, 124.97 feet; thence North 00°23'02" East, 328.42 to Point of Beginning 'A'. The north 33' of said land is feet part of the right-of-way of Union Avenue. Containing 41,007 square feet (0.9414 Acres) in total, of which 4,116 square feet (0.0945 Acres) are in said right-of-way.

Parcel B:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the north line of said Northwest Quarter, 1231.63 feet to Point of Beginning 'B'; thence continuing North 89°33'20" East along said north line, 100.00 feet; thence South 00°22'36" West, 328.72 feet; thence South 89°36'34" West, 99.87 feet; thence North 00°21'13" East, 328.63 feet to Point of Beginning 'B'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 32,825 square feet (0.7536 Acres) in total, of which 3,312 square feet (0.0760 Acres) are in said right-of-way.

<u>Parcel C:</u>

A parcel of land to be annexed to the City of Sheboygan, located in the Northeast Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the North Quarter Corner of said Section 33; thence South 89°33'20" West along the north line of said Northwest Quarter, 299.29 feet to Point of Beginning 'C'; thence South 26°04'17" West along the west right-of-way line of South Taylor Drive, 132.51 feet to a point of curvature; thence southwesterly 108.62 feet along the arc of a curve to the right, with a radius of 4674.24 feet, through a central angle of 1°19'53", and a chord bearing South 26°44'14" West, 108.62 feet; thence South 89°35'45" West, 397.33 feet; thence North 00°02'43" East, 214.92 feet to aforesaid north line; thence North 89°33'20" East along said north line, 504.26 feet to Point of Beginning 'C'. The north 33' of said land is part of the rightof-way of Union Avenue. Containing 97,040 square feet (2.2277 Acres) in total, of which 16,355 square feet (0.3755 Acres) are in said right-of-way.

Parcel D:

A parcel of land to be annexed to the City of Sheboygan, located in the Northeast Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the North line of said Northwest Quarter, 1331.63 feet to the North-South sixteenth line of said Northwest Quarter; thence South 00°22'36" West along said sixteenth line, 1089.72 feet to Point of Beginning 'D'; thence North 89°33'35" East, 424.30 feet to the centerline of South Taylor Drive; thence South 52°45'57" East, 60.00 feet to the Southeasterly right of way line of said South Taylor Drive; thence South 37°45'28" West along said right of way line, 107.24 feet to a point of curvature; thence Southwesterly 140.34 feet along said right of way line and the arc of a curve to the left having a radius of 2172.69 feet and a chord which bears South 35°54'26" West a distance of 140.32 feet; thence North 55°56'36" West, 60.00 feet to said centerline; thence South 89°33'35" West, 275.72 feet to aforesaid sixteenth line; thence North 00°22'36" East, 200.00 feet to Point of Beginning 'D'.

Containing 84,592 square feet (1.942 Acres) of land more or less in total.

Section 2. Effect of Annexation. From and after the 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. **Payment to Town of Sheboygan**. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (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. Ward Designation. The territory described in Section 1 of this ordinance is hereby made a part of the 22nd Ward and 7th Aldermanic District of the City of Sheboygan, subject to the ordinances, rules and regulations of the City governing wards.

Section 5. **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.

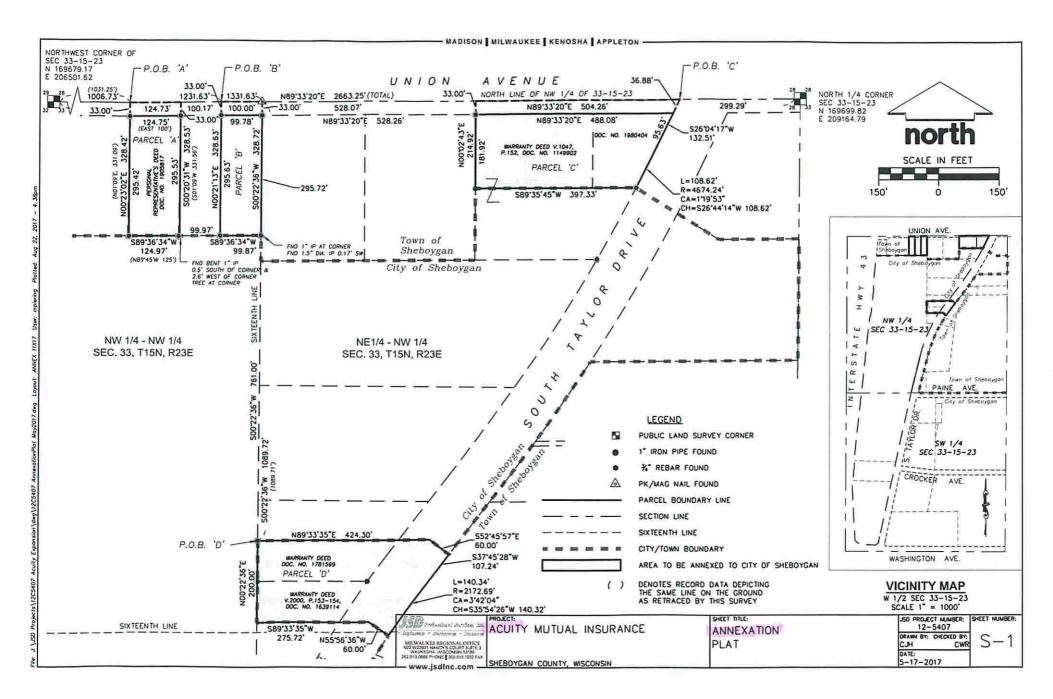
Section 6. **Zoning.** Upon recommendation of the Plan Commission, the territory annexed to the City by this ordinance is temporarily zoned as Suburban Office (SO), a designation that is consistent with the City of Sheboygan Comprehensive Plan for that area.

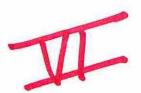
Section 7. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

/)____



I HEREBY CERTIFY that t Common Council of the City o of	of Sheboygan, Wisconsin	was duly passed by the , on the day
Dated	20	, City Clerk
Approved	20	, Mayor

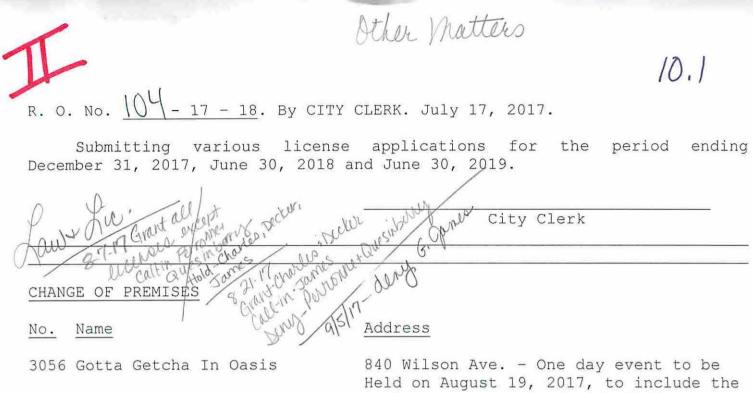




R. C. No. <u>- 17 - 18</u>. By LAW AND LICENSING COMMITTEE. September 5, 2017.

Your Committee to whom was referred R. O. No. 104-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that Beverage Operator's License application No. 1751 (Gewell R. James, Sr.) be denied based upon his record of violations related to the licensed activity, his record as a habitual law offender, and his failure to cooperate with the Committee.

			Committee
and adopted by the Com	that the foregoing (mon Council of the C	ity of Sheboygan	t was duly accepted
Dated	20		, City Clerk
Approved	20		, Mayor



3120 Northstar Bar

Whole property - Back of building on The Northside, parking lots to East, South & West.

3004 N. 8th St. - One day event to be held on August 26, 2017. To include current premis and parking lot to the South & West.

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

No. Name

4235 Altmann, Donna M. 5301 Altmann, Terrance W. 0992 Boehlke, Allyson P. 7290 Bruinooge, Tarri L. 1654 Butler, George W. 1757 Charles, Jessica R. 1753 Chervenka, Tonia L. 1758 Cox, Patricia F. 1762 Decker, Kyle R. (Club) 7637 Gerold, Matthew M. 1770 Gruenke, Mysti D. 1751 James Sr., Gewell R. 1756 Klein, Sara P. 0223 Kotyza, Holly A. 0842 Lewis, Joshua A. 1759 Lulow, Katrina N. 1750 Manns, Latesha D. 0247 Manyvanh, Rafael

Address

104 N. Lincoln Dr., Howards Grove 104 N. Lincoln Dr., Howards Grove 1606 S. 20th St. 3404 N. 8th St. 1921 Garfield Ave. 409 Wisconsin Ave. 817 Spring Ave. 2211 Cooper Ave. 4318 White Oak Lane 114 S. Pershing St., Howards Grove 2402 N. 6th St. 334 Superior Ave. 3706 Superior Ave. AptA8 712 Broughton Dr. #22 4211 Autumn Ct. A201 913 A Indiana Ave. 336 Superior Ave. 2619 Main Ave.

1752 Mentink, Todd A.2113 N. 5th1763 Meyer, Seth R.2107 S. 9th6096 Miller, Michael S.327 Superi9642 Perronne, Tiffany J.1039 Elm S1760 Rauwerdink, Jeremiah J.4625 Alyss1768 Rothe, Andrew T.4443 S. 8th1764 Stover, Andrea N.2012 N. 190117 Theis, Robert R.1628 S. 132688 Wriedt, Laurel L.2006 N. 186815 Quasius, Jaclyn A.2518 Main1766 Quesinberry, Taylor J.3917 Count

2113 N. 5th St. 2107 S. 9th St. 327 Superior Ave. 1039 Elm St., Cleveland 4625 Alyssa Lane 4443 S. 8th St. 2012 N. 19th St. 1628 S. 13th St. 2006 N. 18th St. 2518 Main Ave. 3917 Country Place Rd.



R. C. No. <u>-17 - 18</u>. By LAW AND LICENSING COMMITTEE. September 5, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 128-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that Beverage Operator's License application No. 1806 (Chynna L. Botzau) be denied based upon her record of violations related to the licensed activity, her record as a habitual law offender, and her failure to cooperate with the Committee.

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and	adopted	ł by	the	Common	t the fo Council	of	the	City	of	oygan,			-	
Date	ed				20_		•			 	 _, Cit	У	Cle	rk
App	roved				20_		•					, 1	May	or



R. C. No. <u>- 17 - 18</u>. By LAW AND LICENSING COMMITTEE. September 5, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 128-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that Taxicab Driver's License application No. 1780 (Frederick C. McFate) be denied based upon his record of violations related to the licensed activity, his record as a habitual law offender, and his failure to cooperate with the Committee.

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								Com	nittee
and	I HEREBY CERT adopted by the day of	ncil o	fthe	City	of SI	heboygan,		-	-
Date	ed	 20	·				/	City	Clerk
App	roved	_ 20	_•					/	Mayor



R. C. No. - 17 - 18. By COMMITTEE OF THE WHOLE. September 5, 2017.

Your Committee to whom was referred R. C. No. 60-17-18 by Finance and Personnel Committee and R. O. No. 19-17-18 by the Director of Human Resources and Labor Relations and the Fire Chief submitting a report on the audit and review of the Fire Department's job descriptions, the identification of any over-lapping duties and responsibilities and any recommendations resulting from the study; recommends to accept and file documents.

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T HEREBY CERTI	FY that the fore	noing Committee Ber	port was duly accept
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ced	20		, City Cle:
proved	20		, Mayo



R. C. No. 60 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE. June 19, 2017.

Your Committee to whom was referred R. O. No. 19-17-18 by the Director of Human Resources and Labor Relations and the Fire Chief submitting a report on the audit and review of the Fire Department's job descriptions, the identification of any over-lapping duties and responsibilities and any recommendations resulting from the study; recommends that the documents be referred to the Committee of the Whole.

C. O. to. . . Ju

Committee

I HEREBY CERTI				177 h	
and adopted by the	Common Counci	l of the	City of She	eboygan, Wis	consin, on the
day of _			20		
Dated	2	0· _	Ausa	Richards	, City Clerk
Approved	2	0·			, Mayor

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4.1

RELATIONS AND FIRE CHIEF. May 15, 2017.

Pursuant to Res. No. 227-16-17, we herewith submit a report on the audit and review of the Fire Department's job descriptions, the identification of any over-lapping duties and responsibilities and any recommendations resulting from the study.

Juan Huannel C.D.W.

SHEBOYGAN FIRE DEPARTMENT JOB DESCRIPTION STUDY



MAY 2017



As Presented on May 15, 2017 by Mike Romas, Sheboygan Fire Chief and Sandy Rohrick, Director of Human Resources and Labor Relations Background Information About The Study In accordance with Substitutes of Resolution Number 227-16-17 dated April 5, 2017:

A RESOLUTION directing Fire Chief Michael Romas to work with Director of Human Resources Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected with a report due in six weeks.

WHEREAS, it is the sense of the council that there are certain morale issues among firefighters; and

WHEREAS, some of those morale issues seem to be related to concerns regarding staffing, including the perceived need to union personnel to regularly fill in and perform the work of battalion chiefs.

NOW, THEREFORE, BE IT RESOLVED: That the Fire Chief Michael Romas work with Director of Human Resources Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected with report due in six weeks.

The resolution based on a perceived morale issues relating to staffing, including the perceived need for union personnel to regularly fill in and perform the work of battalion chiefs, Alderpersons Holzschuh, Heidemann and Thiel requested Fire Department Chief Romas and Director of Human Resources and Labor Relations Sandy Rohrick to audit, review and update all fire department job descriptions, provide the Council with a report on deficiencies and overlapping and what has been addressed and corrected.

Sheboygan Fire Stations



Station 1: 833 New York Avenue Engine 1/Med 1



Station 2: 2413 South 18th Street Rescue 2/Med 2 Trench Rescue Trailer



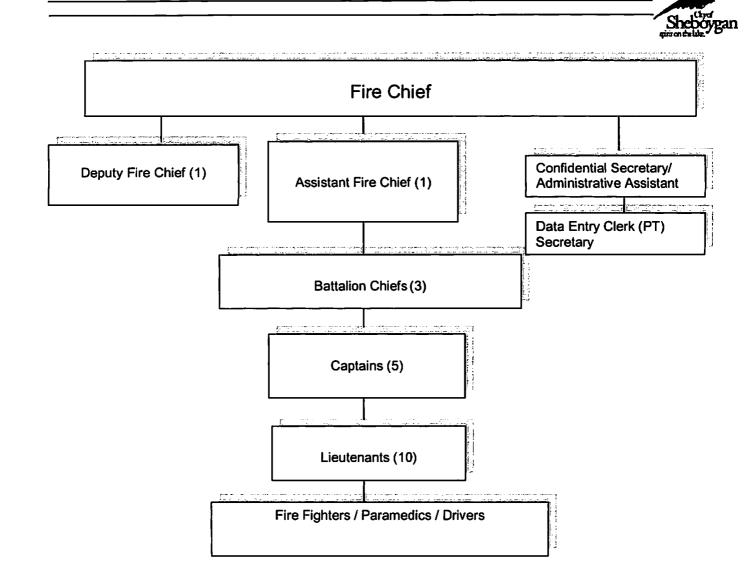
Station 3: Department Headquarters 1326 North 25th Street Engine 3 / Med 3 / Battalion Chief Car Med 6 (Reserve Ambulance)



Station 4: 2622 North 15th Street Ladder 4 Engine 6 (Reserve Engine)



Station 5: 4504 South 18th Street Ladder 5 Engine 7 (Reserve Engine)



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Department operates 24 hours/day, 7 days per week

- Employees assigned to a battalion are scheduled every 3rd day
- Battalion Chiefs ("BC") are assigned to one of three battalions, working a "hybrid shift", which means they follow their shift when the shift falls between Monday – Friday, plus work an additional 12 hours during normal business hours" during the week.

Section 1: Job Description Review

1.1 Background

Chief Romas started in 2014. One of the first items completed in his new role was to completed a review of all job descriptions. The purpose was to both familiarize himself with the responsibilities of each position and to audit and review the duties of each position. Battalion Chiefs (Shift Commanders at the time) and Captains were involved with the process.

In June, 2016, this process was completed a second time and was more in-depth, specifically focusing on the positions of Captains and Battalion Chiefs. The result of the review was to recommend a change to the Table of Organization ("TO"), adding one additional Battalion Chief position to the department effective July 1, 2017. This new position will oversee fire investigations, building inspections (to include new construction), as well as monitoring and updated, as appropriate, departmental Standard Operating Procedures ("SOGs"). This position will be placed on a 40-hour work week as the primary focus involves local businesses and/or developers who primarily operate Monday – Friday.

In accordance with Subs. Of Res. No. 227-16-17, a third review took place between April 3, 2017 and May 10, 2017.

1.2 Findings

All current Sheboygan Fire Department ("SFD") job descriptions, including Captain and Battalion Chief, are accurate and contain all appropriate job duties and responsibilities required. There are no overlapping duties, except that which occur when staff are first to arrive at the scene of a fire and must take command, or in the case of a Captain or Lieutenant when "acting up" in the absence of a Battalion Chief. When this occurs, additional compensation is awarded per contract.

While Battalion Chiefs have many administrative responsibilities, these duties cannot be effectively or efficiently passed to Captains. There is no question that these administrative duties are overloading the current Battalion Chiefs, a consequence realized as a result of reducing four of the ten command staff positions.

1.3 Recommendations

No recommended changes are identified with the job descriptions. The recommendations identified on November 23, 2016, in the "**2020 Fire Plan**" by Chief Romas remain the same. This plan outlined the need for the return of Fire Department staff (adding a fifth Battalion Chief in 2018) responsible for maintenance of buildings, apparatus and equipment and allowing for staffing each shift with a 24-hour Battalion Chief, and three addition Fire Fighter/Paramedics to more appropriately staff the stations.

CITY OF SHEBOYGAN

REQUEST FOR COMMON COUNCIL CONSIDERATION

ITEM DESCRIPTION: Fire Department Audit Report

REPORT PREPARED BY: Director of Human Resources and Labor Relations, Sandy Rohrick and Fire Department Chief Mike Romas

REPORT DATE: May 10	, 2017
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MEETING DATE: May 15, 2017

FISCAL SUMMARY:

Budget Line Item:N/ABudget Summary:N/ABudgeted Expenditure:N/ABudgeted Revenue:N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

In April, 2017, City Council requested the Fire Chief and Director of Human Resources and Labor Relations to review job descriptions and identify any deficiencies or over-lapping duties and make recommendations. The purpose of this report and presentation is to inform Common Council of the results of the study as requested in Res. No. 227-16-17.

STAFF COMMENTS:

Director of Human Resources and Labor Relations Sandy Rohrick and Fire Chief Romas met to discuss the time table, review process and objectives of the study. It was decided that Human Resources Director Rohrick would take the lead on the study because she is an outside third party who could approach the process with an unbiased and open-minded point-of-view. Rohrick is not a member of the department and is not trained in the Fire Service profession. However, she has tremendous private business acumen, a Master's Degree in Management and Organizational Behavior, and has personally worked a 24/7 shift operation, so she offers a unique insight to the study.

Over twenty members of the Fire Department were interviewed by Director Rohrick, including several Fire Fighters, all Captains and all members of the Command Staff about their job descriptions, duties and responsibilities, as well as that of their subordinates and supervisors. The interview process revealed several interesting observations regarding the department's more recent history and transitions, as well as an opportunity for employees of all levels to share their opinions and perceptions.

ACTION REQUESTED:

Members of the Common Council are asked to review the completed study.

ATTACHMENTS: I. Sheboygan Fire Department Administrative Study

FIRE 2020 Sheboygan Fire Department Master Plan

	DEPARTMENT STRENGTHS - Minimal Cha	ange/Investment Required			
Recommendation	Rationale	City Benefits	Table of Organization	Cost	Timeframe
	Number of Fire Statio	ons	-	1	
Remain at five fire stations	A four station response model was studied and it was determined that the downtown area and near south side would adversely suffer delays in response. City population is increasing (estimated 7%) in the downtown area and Station 1 is optimally located to serve this area.	 Sustained rapid response times 	N/A	\$1.4M	5 Years
	Location of Fire Stati	ons		-	
Current distribution of the five stations is the correct response and service configuration	Any future expansion to the south, north or west can be addressed by Stations 5, 4 and 3 and Station 1 is located centrally in our most populated area.	Maintain service level for planned city expansion	N/A	N/A	N/A
	Response Time				
The faster the department arrives on scene, the more positive the results.	Eight front line apparatus and the location of five stations facilitate the department's rapid response times.	 Speed directly results in saved lives Firefighter safety Reduced fire loss Reduced dollar loss Increased incident success Maintain customer satisfaction 	N/A	N/A	N/A
	DEPARTMENT OPPORTUNITIES - Chan	ge/Investment Required	•		
Recommendation	Rationale	City Benefits	Table of Organization	Cost	Timeframe
	2017 Staffing		-		
The approved 2017 City of Sheboygan budget restores the three Firefighter/Paramedic positions left open in the 2016 budget	National Fire Protection Association (NFPA) standards and Insurance Services Office ratings are predicated on the number of firefighters per apparatus and the total number of firefighters working per shift. NFPA Standard 1710 requires all engines and ladders to be staffed with four firefighters. Two members on an apparatus without the assistance of a two-member paramedic crew does not provide the four members required by the standard and this situation occurs 39.84% of the time citywide. Stations 4 and 5 on the north and south sides of our City always respond with less than four members.	 Increased safety Increased on-scene efficiency Decreased fire loss \$40K reduction in overtime 	N/A	- \$40K	3/1/2017

FIRE 2020 Sheboygan Fire Department Master Plan

Recommendation	Rationale	City Benefits	Table of Organization	Cost	Timeframe
	2017 Staffing (Continu	ued)	-		
The approved 2017 City of Sheboygan budget adds a Battalion Chief (BC) on a 40-hour week in charge of Inspection/Prevention/National Fire Incident Reporting System	These responsibilities are being executed by an existing BC who will then take over all EMS related management including Federal and State compliance and department accountability and quality control. Station 4 will be staffed with four firefighters and our daily minimum will be 16. The Table of Organization (TO) will increase by one from 70.5 to 71.5 and each shift will have a maximum staffing of 22 members.	 Fulfill state fire inspection requirements. Compliance increase. Violation reduction. An additional chief available for recall resulting in additional leadership in field. 	+1	\$125K	7/1/2017
	2018 Staffing				
Three additional firefighters	Station 5 will have four firefighters assigned and Ladder 4 will operate with a minimum of three firefighters and our daily minimum staffing will be raised from 16 to 17.The TO will increase by three from 71.5 to 74.5 and each shift will have a maximum staffing of 23 members.	 Increased safety Increased on-scene efficiency Decreased fire loss 	+3	\$218K	3/1/2018
One Battalion Chief on 40-hour week	In charge of maintenance and repair of stations, apparatus and equipment. The three firefighting BCs will be reassigned to a full 24-hour schedule. The TO will increase by one from 74.5 to 75.5 and each shift will have a maximum staffing of 24 members.	Three BCs returned to 24-hour shifts will result in: • More firefighters in field • Additional BC available for recall • Decreased overtime • Decreased acting pay • Execution of 25-year apparatus plan	+1	\$125K	1/1/2018
	2019 Staffing				
Three additional firefighters	Station 1 will be staffed with four firefighters and Ladder 5 will operate with a minimum of three firefighters. Daily minimum staffing will be raised from 17 to 18. The TO will increase from 75.5 to 78.5 and each shift will have a maximum staffing of 25 members. The staffing model and additional staff recommendations for 2017 - 2019 takes into account firefighter safety, national standards, increased population, and increased commercial/ industrial building construction.	 Increased safety Increased on-scene efficiency Decreased fire loss 	+3 Consistent with 2009 staffing levels	\$218K	3/1/2019

APPENDIX B



July 21, 2016

City of Sheboygan Capital Improvements Committee 828 Center Avenue Sheboygan, WI 53081

RE: Station 1 and Station 2 Repair Costs

Dear Members,

Thank you for our discussion and your questions at the July 19, 2016, Capital Improvement Committee meeting. City Administrator Hofland has informed me that several committee members have questions about repair costs to Stations 1 and 2. This document provides additional information needed to make informed capital decisions.

Information, statistics, and response studies related to the cost benefits regarding repairs to the current fire stations have occurred since the initial submission of the fire department Capital Improvement Projects which recommended a new fire station. Our department and city leaders have considered several alternatives and recommend:

Repairing Station 1 and Station 2 (\$1,486,100)

Other Options:

- 1. Remaining at five stations but building a new Station 1 downtown (\$2,250,000)
- 2. Combining Station 1 and Station 2 into a single station (\$3,000,000)

The least expensive alternative is to repair both stations which also keeps the department at five stations, maintains response times, and maintains a station presence downtown where the majority of our runs occur and where population will permanently increase by over 300 living units in the next 18 months.

The cost to execute all 43 work items at Station 1 is 1,103,100. The cost to execute all 12 work items at Station 2 is 383,000 (Please see attachments). The total amount for both stations over a ten-year period comes to 1,486,100. These repairs are divided into the following four time periods: 0 - 1 years, 1 - 3 years, 3 - 5 years and 5 - 10 years.

At the bottom of each column you will see that potential logistical costs are included in the totals. Mobilization and general conditions covers contractor costs such as scaffolding, cranes and permits. Contingency includes unforeseen additional costs such as the discovery of mold or a failed structural member behind a wall or ceiling.

Sheboygan Fire department

1326 N. 25TH ST. SHEBOYGAN, WI 53081

920/459-3327 FAX 920/459-0209



OPTION 1: \$1,027,300

In the City's interest of fiscal responsibility, it is my recommendation that the 2017 CIP should, at a minimum, fund Station 1 and 2 repairs for the 0-3 year time period or the first two columns. The \$1,027,300 accounts for 70% of the maximum financial costs and 77% of the repairs at Station 1 (33 out of 43 work items) and 75% of the repairs at Station 2 (Nine out of 12 work items).

OPTION 2: \$1,180,100

If the committee recommends funding the items in years 3-5 for both stations, it would be an additional \$152,800 bringing the total cost for years 0-5 to \$1,180,100.

The remaining items in years 3-5 are for the following repairs:

Station 1 – Replace ceiling tiles, replace carpeting, and remodel bathrooms to ADA standards (\$114,800)

Station 2 – Install new masonry sealant (\$38,000)

OPTION 3: \$1,486,100

If the committee recommends funding the items in years 5 - 10 for both stations, it would be an additional \$306,000, bringing the total cost for years 0 - 10 to \$1,486,100.

The remaining items in years 5-10 are for the following repairs:

Station 1 – replace windows, water heater replacement, gas-fired unit heaters, paging system replacement, new phone system, new security system, and new lighting protection system (\$299,500)

Station 2 – Rout and seal cracks in masonry, and grind and tuck point open mortar joints (\$6,500)

Sincerely

Michael T. Romas Fire Chief CITY OF SHEBOYGAN FIRE DEPARTMENT

Enclosure

SHEBOYGAN FIRE DEPARTMENT

1326 N. 25TH ST. SHEBOYGAN, WI 53081

920/459-3327 FAX 920/459-0209 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)

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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.



10 Year Forecast of Costs Fire Station No. 2 Property Condition Assessment Sheboygan, WI

Work Item Recommendations	0-1 years	1-3 Years	3-5 Years	5-10 Years
Replace Steep Slope Roof		\$30,000		
Replace Low Slope Roof		\$120,000		
Clear Roof Drains of Debris	\$500			
Remove and replace sealant at wall base	\$500			
Install new masonry sealant			\$25,000	
Remove and replace control joint sealant		\$3,000		
Rout and seal cracks in masonry		\$2,000		\$2,500
Grind and tuckpoint open mortar joints		\$1,000		\$1,500
Replace garage door trim		\$500		
Reconstruct clerestory walls/windows	\$70,000			
Replace failed roof trusses	\$24,000			
Shoring Allowance	\$10,000			
TOTAL	\$105,000	\$156,500	\$25,000	\$4,000

Potential Logistical Costs (not included in 12 Year Forecast of Costs estimate)

Mobilization and General Conditions	\$15,000	\$15,000	\$4,000	\$1,000
Contingency	\$10,000	\$10,000	\$6,000	\$1,000
Architect/Engineer Fees	\$12,000	\$15,000	\$3,000	\$500
Potential Budget	\$142,000	\$196,500	\$38,000	\$6,500





Your Committee to whom was referred Res. No. 30-17-18 by Ald. Belanger authorizing the Purchasing Agent to enter into contract for professional services related to performance of an Operational and Departmental Structure study for the Sheboygan Fire Department; recommend to accept and adopt and pass Resolution.

My

			Committee
and adopted by the O		the City of Sheb	eport was duly accepted oygan, Wisconsin, on the
Dated	20		, City Clerk
Approved	20	·	, Mayor



5.8a.4

<u>30</u> <u>- 17 - 18</u>. By Alderperson Belanger. June 5, 2017.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for professional services related to performance of an Operational and Departmental Structure study for the Sheboygan Fire Department.

WHEREAS: With the passage of Res. No. 72-16-17, the Common Council directed that the purchasing agent prepare and issue a request for proposals for performance of an operational and departmental structure study of the Sheboygan Fire Department and;

WHEREAS: Six proposals from firms having the necessary qualifications were received and reviewed by a team consisting of the Fire Chief, Assistant Fire Chief, Deputy Fire Chief, several Battalion Chiefs, the City Administrator and the Purchasing Agent and;

WHEREAS: In addition, the Request for Proposals was structured in such a way as to account for the items suggested by the Fire Chief as 'Phase I" and the additional items in the detailed in the resolution as "Phase II", should the Council decide to split the project due to fiscal or other constraints.

WHEREAS: The Fire Chief has also gone on record with a plan to seek additional accreditation for the Sheboygan Fire Department and has indicated that a number of tasks identified in this project are also required components of an endeavor to seek accreditation.

Dio pars.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with the firm recommended by the Public Protection and Safety Committee for a Phase I (and Phase II) Operational and Departmental Structure Study.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on an account which has not yet been identified in payment of same.

John Ky

Common	Council	of t	he C	ity (of S	-	g Resolution Wisconsin,	-	-	by day	
Dated			_ 20_		•			 , c	ity Cle	rk	
Approve	ed		_ 20_					 	, May	or	

CITY OF SHEBOYGAN

REQUEST FOR COMMON COUNCIL CONSIDERATION

ITEM DESCRIPTION: Res. No. 30-17-18 to authorize entering into contract for consulting services related to the performance of an Operational and Departmental Structure Study of the Sheboygan Fire Department (Second Request)

REPORT PREPARED BY: Bernard R. Rammer, Purchasing Agent

EPORT DATE: June 1, 2017		MEETING DATE: July 3, 2017		
FISCAL SUMMARY:			NCE:	
Budget Line Item: N/A		Wisconsin Statutes: N		
Budget Summary:	N/A	Municipal Code:	N/A	
Budgeted Expenditure: N/A		·		
Budgeted Revenue: N/A				

BACKGROUND / ANALYSIS:

This Resolution authorizes the purchasing agent to enter into a contract for consulting services with the firm of Fitch and Associates, Platte City, MO for the performance of an Operational and Department Structure study of the Sheboygan Fire Department.

STAFF COMMENTS:

As directed by the Common Council, in 2016 the Purchasing Agent prepared and issued a Request for Proposals to consulting firms having significant experience working with public safety agencies. In concert with the wishes of the Common Council, the proposals were split into two distinct phases to give the Common Council some latitude in award of a contract with respect to potential fiscal constraints.

Six proposals were received on November 10, 2016 and independently reviewed by a team comprised of the Fire Chief, Deputy Fire Chief, Assistant Fire Chief, the Battalion Chief(s), the City Administrator and the Purchasing Agent. By design, this review was performed in a cost neutral fashion. The review team subsequently met and reviewed the findings and ultimately identified the top proposal which in the opinion of the team best satisfied all of the requirements including methodology to be used, experience, staff credentials and adherence to the stated specifications. The team next reviewed the cost proposals submitted by the vendors:

Rank	Firm Name & City	Phase I Cost	Phase II Cost	Total Cost
1	Fitch & Assoc. Platte City, MO	\$ 39,995.00	\$ 19,995.00	\$ 59,990.00
2	Berkshire Advisers, Bay Village, OH	\$ 64,500.00	\$ 16,640.00	\$ 81,140.00
3	Emergency Service	\$33,707.00	\$ 15,252.00	\$ 48,959.00

	Consulting, Wilsonville, OR			
4.	McGrath Consulting Group, Wonder Lake, IL	\$ 26,975.00	\$ 24,725.00	\$ 51,700.00**
5.	Matrix Consulting Group, Edwardsville, IL	\$ 16,220.00	\$ 42,480.00	\$ 63,500.00 including travel
6	RW Management Group, Waukesha, WI	\$ 38,500.00	\$ 20,000.00	\$ 58,500.00

** McGrath proposed a deduction of \$15,500 if both Phase I and II are commissioned together.

It also bears mention that the Fire Chief has proposed that the Sheboygan Fire Department ought to seek additional accreditation from the CPSE (Center for Public Safety Excellence) and that the study, as proposed, includes many essential elements to help achieve the aforementioned accreditation.

HISTORY

August 1, 2016

Res. No. 72-16-17 is introduced by Alderperson Belanger seeking permission to prepare and issue a Request for Proposals for Operational Consulting is referred to Public Protection and Safety Committee.

August 10, 2016

Public Protection and Safety Committee endorses Res. No. 72-16-17

August 15, 2016

Common Council approves Res. No. 72-16-17 authorizing development and issuance of a Request for Proposals for Operational Consulting.

November 21, 2016

Res. No.129-16-17 is introduced by Alderperson Belanger and the Common Council refers the matter to the Public Protection and Safety Committee.

November 30, 2016

The Public Protection and Safety Committee returns the matter to the Common Council with no recommendation.

December 5, 2016

The Common Council refers Res. No. 129 -16-17 to the Committee of the Whole.

December 21, 2016

The Committee of the Whole votes to recommend the Common Council approve Res. No. 129-16-17 (hire Fitch & Associates).

January 3, 2017

R. C. by Committee of the Whole to whom was referred R. C. No. 265-16-17 by Public Protection and Safety Committee and Res. No. 129-16-17 by Alderperson Thiel authorizing entering into contract for professional services related to performance of an Operational and

Departmental Structure study for the Sheboygan Fire Department; recommends that the Resolution be passed. Final Resolution: Motion fails.

Aye: John Belanger, Mary Lynne Donohue, Joseph Heidemann, Job Hou-Seye, Jim Bohren Nay: Roman Draughon, Mike Damrow, Todd Wolf, Rosemarie Trester, Mark Hermann, Bryan Bitters, Bill Thiel, Tammy Rabe, Scott Lewandoske, Susan Holzschuh.

March 20, 2017

Res. No. 227-16-17 authorizing the City Administrator to perform a staffing and scheduling analysis of the Sheboygan Fire Department is introduced and referred to the Committee of the Whole by the Common Council.

March 28, 2017

The Committee of the Whole acts on Res. No. 227-16-17 directs Fire Chief Mike Romas and Director of Human Resources and Labor Relations Sandy Rohrick to perform a position analysis of the Sheboygan Fire Department and bring the report back to the Common Council within six weeks.

May 15, 2017

R. O. No. 19-17-18 by Director of Human Resource and Labor relations and Fire Chief, pursuant to Res. No. 227-16-17, submitting a report of the audit and review of the Fire Department's job descriptions, the identification of any over-lapping duties and responsibilities and any recommendation resulting from the study. The Common Council's motion to refer the document to the Finance and Personnel Committee is approved.

June 5, 2017

Res. No. 30-17-18 is introduced by Alderperson Belanger, authorizing the City enter into contract with Fitch & Associates at a cost of \$ 59,990 for a complete operational study of the Sheboygan Fire Department. Resolution is referred to the Committee of the Whole.

Should the Common Council support the hiring of a consultant, further consideration is needed to determine a funding source as this project is not included in the 2017 budget. The current balance in the 2017 reserve for contingency is \$119,516.

ACTION REQUESTED:

Motion to recommend Common Council approval of the Res. No. 30-17-18 to authorize entering into contract with Fitch and Associates of Platte City, MO for professional services related to the performance of an Operational and Departmental Study of the Sheboygan Fire Department at a total cost of \$59,990.

ATTACHMENTS:

- I. Res. No. 72-16-17
- II. Res. No. 129-16-17
- III. Fitch & Associates proposal



November 21, 2016

RE: FIRE 2020

The Mission of the Sheboygan Fire Department (SFD) is to provide quality professional services to those who live, work, invest, or visit our community; protecting lives and property from fire and harm through continuous code enforcement, education, emergency services, and nonemergency services.

This FIRE 2020 plan was developed to ensure our mission can continue well into the future to serve our citizens and protect our firefighters; while ensuring fiscal responsibility and efficiency. The plan was researched and prepared by the SFD Chief and command staff. Cumulatively, this team possesses more than 170 years of fire service knowledge and 140 years of experience with the City of Sheboygan and SFD operations.

THREE-YEAR PLAN IMPACT

- 1) Outlines a three-year plan, develops foundation for the department's future
- 2) Ensures citizens of continued high level fire services
- 3) Provides services to cover city expansion and growth
- Maximizes the efficiency, productivity and safety of current and future SFD members

BACKGROUND

Between December 31, 2008 and January 1, 2016, the SFD experienced an 11 percent overall staffing reduction (79.5 to 70.5) including a 40 percent reduction to management staffing (10 to 6). In the same time period, run volume increased from 3,551 to 5,034 (+29 percent). Paramedic capability and ambulance transport services were added, which have net revenue collections exceeding \$8,000,000. In addition, the City of Sheboygan is experiencing and forecasting significant population growth and a rise in residential, commercial and industrial building construction, resulting in an increase to our 1850 building inspections and 170 school safety programs.

In contrast, SFD net cost (-18 percent) and cost per capita (-14 percent) has decreased since 2007. A recent citizen survey ranked Fire and EMS services as two of the top five most important city functions and the Fire Department ranked number one in customer satisfaction in the top two rating categories.

FIRE 2020 will address the four major topics of: 1) Station Number, 2) Station Location, 3) Response Time and 4) Staffing.

SHEBOYGAN FIRE DEPARTMENT

1326 N. 25TH ST. SHEBOYGAN, WI 53081

920/459-3327 FAX 920/459-0209

NUMBER OF STATIONS

Sheboygan is approximately 15 square miles with five fire stations. This averages to three square miles per station area and a distance of 1.5 miles per response. Previously the city considered reducing the number of stations from five to four. Since that time, a SFD emergency services response capabilities analysis was completed and published. This computer-based analytical study examined all 13,810 SFD responses from 2012 through September 2015. It was determined that this reduction would result in a 14.2 percent decrease in response capabilities with the greatest effect on our downtown and near south side areas.

A major strength of the SFD is the speed of response throughout the city. **The best** option now and into the future is to remain at five fire stations. City population is increasing in the downtown area and Station 1 is optimally located in the heart of this area. (Please see Appendix A)

FIRE STATION LOCATION

The City's five stations are in ideal locations for optimal fire service now and into the future. Any future expansion to the south, north or west can be managed by Stations 5, 4 and 3, while Station 1 is well placed to serve our most populated area. However, two of our five fire stations are in need of extensive and immediate repair. Past studies and research indicate both Stations 1 and 2 require \$1,486,100 to execute repairs identified by ZS Structural/Forensic Engineering. This is the most cost-effective solution to remain at five stations, in the same locations as suggested above. (Please see Appendix B)

RESPONSE TIME

SFD first unit on scene rapid response times are a result of having five stations in the correct locations and eight front-line apparatus. **The faster the department arrives on scene the more positive the results.** Speed directly results in saved lives, reduced fire loss, reduced dollar loss, incident success, customer satisfaction and firefighter safety. (Please see Appendix C)

STAFFING

One opportunity for improvement is our staffing levels. National Fire Protection Association (NFPA) standards and Insurance Services Office ratings are predicated on the number of firefighters per apparatus and the total number of firefighters working per shift.

NFPA Standard 1710 requires all engines and ladders to be staffed with four firefighters. Two members on an apparatus without the assistance of a two-member paramedic crew does not provide the four members required by the standard and this situation occurs 39.84 percent of the time citywide. Stations 4 and 5 on the north and south sides of our City always respond with less than four members.

The Department's 2017 approved budget will fill the three Firefighter/Paramedic positions left open in the 2016 budget and add one Battalion Chief (BC) in charge of Inspection/Prevention/National Fire Incident Reporting System on a 40-hour week.

Station 4 will then be staffed with four firefighters and our daily minimum will be 16. The Table of Organization (TO) will increase by one from 70.5 to 71.5 and each shift will have a maximum staffing of 22 members.

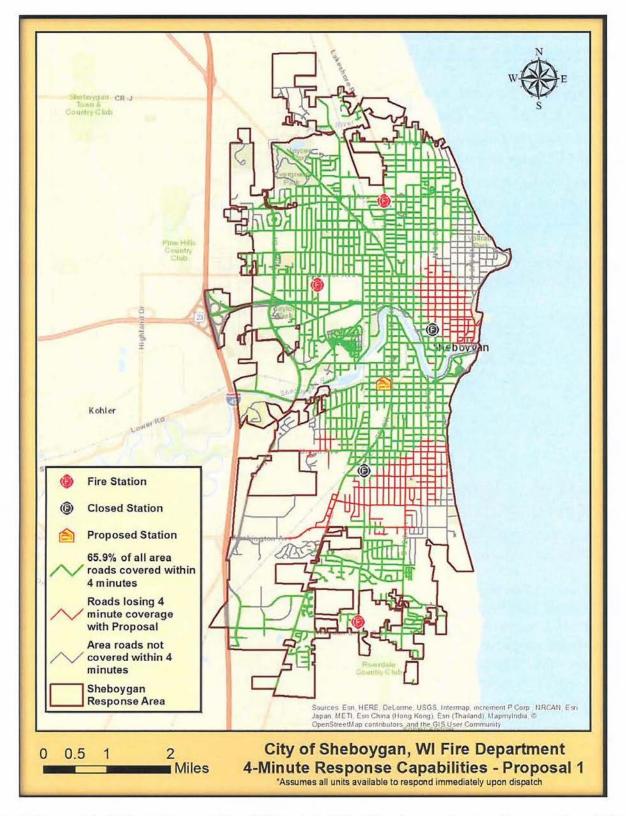
A request will be made in the 2018 budget for three additional firefighters and one BC on a 40-hour week in charge of Maintenance and Repair of stations, apparatus and equipment. Station 5 will then have four firefighters assigned and Ladder 4 will operate with a minimum of three firefighters and our daily minimum staffing will be raised from 16 to 17. The three firefighting BCs will be reassigned to a full 24-hour schedule. The TO will increase by four from 71.5 to 75.5 and each shift will have a maximum staffing of 24 members.

A request will be made in the 2019 budget for three additional firefighters and Station 1 will be staffed with four firefighters and Ladder 5 will operate with a minimum of three firefighters. Our daily minimum staffing will be raised from 17 to 18. The TO will increase from 75.5 to 78.5 and each shift will have a maximum staffing of 25 members. (Please see Appendix D)

This staffing model prepares the Sheboygan Fire Department to meet the City's fire service needs. It takes into account firefighter safety, national standards, increased population, and increased commercial/industrial building construction.

Respectfully submitted,

Michael T. Romas Fire Chief CITY OF SHEBOYGAN FIRE DEPARTMENT



Map 9: Proposal 1, 4-Minute Response Capabilities. Map 9 identifies those roads where fire companies will likely be able to reach within 4 minutes of travel. Pursuant to relocating 2 engine companies (4 firefighters) and an ambulance crew (2 firefighter/paramedics) to the proposed Consolidated Station and an ambulance crew (2 firefighter/paramedics) to Station 4, fire companies will likely be capable of responding on 65.9% of roads within the Sheboygan Fire Department's Response Area within 4 minutes. This translates to an 8.8% *decrease* in response capabilities from existing conditions. (Roads losing coverage indicated in red roads on Map 9.)

10 November 2016

Response to Request for Proposals



OPERATIONAL CONSULTING AND FIRE DEPT. STRUCTURE REVIEW

CITY OF SHEBOYGAN, WISCONSIN

Prepared by:



2901 Williamsburg Terrace #G = Platte City = Missouri = 64079 P: 816.431.2600 = F: 816.431.2653 www.fitchassoc.com

CONSULTANT PROPOSAL

200 Heriton



10 November 2016

Bernard R. Rammer Purchasing Agent, City of Sheboygan 828 Center Avenue, Suite 2015 Sheboygan, WI 53081

Dear Mr. Rammer:

Fitch & Associates (FITCH) is pleased to respond to your Request for Proposal for an Operational Consulting and Departmental Structure Review.

We have reviewed the RFP and incorporated your specific needs into this submission and have organized the information requested for clarity. The *FITCH* team recognizes the importance of this project to the City and Department and will objectively assess and benchmark the performance, structure, functions, and current and optimized station locations with the City limits and/or response areas. With respect to fire/rescue station locations, we will identify implementable opportunities for operational and organizational efficiency, effectiveness, improvement, and long-term sustainability based on modern best practices, community growth, and the unique characteristics of the community. We understand that these efforts must identify opportunities for improvement, including considerations for national recommendations such as NFPA 1710. Activities will include a combination of quantitative, qualitative, and GIS analyses. Finally, where applicable, our analysis will compare, contrast and compliment previous studies such as the IAFF geospatial study so that policy can be established in full transparency.

Our firm is uniquely qualified to submit this response and perform the work required. Our lead fire practitioner, Dr. Steven Knight retired from St. Petersburg Fire & Rescue, FL, a three-time accredited and ISO Class 1 Department. Fitch & Associates has provided similar planning and analysis services for major cities and emergency service agencies throughout its 30-year history. Fitch & Associates has served over 1,000 clients in all 50 states and in 12 countries. Our team has wide ranging technical expertise and Wisconsin specific experience.

We appreciate the opportunity to submit this response and look forward to talking with you more about how we can provide you superior services and value.

Warm regards,

Josen

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FIRE DEPARTMENT OPERATIONAL AND STRUCTURE REVIEW CITY OF SHEBOYGAN, WI

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Attachments:

A – Curriculum Vitae's

EXPERIENCE AND QUALIFICATIONS

Organizational History

Fitch & Associates, LLC is a Limited Liability Company. *FITCH* was established as a corporation in 1984 and converted to a Limited Liability Company in 1996. The Firm is located in Platte City, Missouri, a suburb of Kansas City. As the founding partner, Dr. Jay Fitch is authorized to execute any agreement on behalf of the firm. Our physical mailing address and my contact information is:

Jay Fitch, PhD Fitch & Associates, LLC 2901 Williamsburg Terrace Suite G, Box 170 Platte City, Missouri 64079 Telephone: (816) 431-2600 Facsimile: (816) 431-2653 jfitch@emprize.net

This location is both the servicing office and the only office location for Fitch & Associates, LLC. FITCH was initially established as a corporation converted to a limited liability company in 1996. It is wholly owned by the Emprize Group, LLC. The majority interest in The Emprize Group, LLC remains with the three founding *FITCH* partners.

As proposed, there are no joint ventures and all consultants work exclusively for Fitch & Associates.

Fitch & Associates Federal Employer Identification Number (EIN) is 43-1780744.

Throughout its 30-year history, *FITCH* has earned credibility by implementing innovative customized solutions in both the public safety and healthcare arenas. The Firm has consulted with nearly 1,000 communities in all 50 U.S. states and in 12 countries.

Projects have ranged from objective reviews, analysis and system design issues, communications system design, productivity, and enhancement studies to detailed operational, financial, and transition management services including standards of covers and consolidation studies.

The Firm specializes in Public Safety consulting. Founded by Joseph J. Fitch, PhD. in 1984, partners Richard A. Keller (retired) and Christine M. Zalar joined the Firm in 1985. The principals have managed and developed some of the most innovative emergency service systems in the World. Two additional partners were named in 2013 from among the firm's key staff members.

In addition to its partners, FITCH has full-time Senior Associates, research, and support staff members. FITCH regularly utilizes more than half a dozen independent consultants that are content

and technical experts. Many of our independent contractors have been affiliated with the Firm for a number of years.

These combined resources provide expertise on matters as diverse as organizational psychology, accounting, economics, healthcare administration, public information and education, marketing research, emergency medicine, fire service administration, law enforcement, safety management and "Just Culture" concepts.

Comparable Contracts

Nearly every fire-based project completed has analyses for the optimization of staffing, deployment, station locations, and resource allocation based on current conditions and projected growth. In addition, it is customary to provide comparative analyses to national best practices and standards such as NFPA, CFAI, and ISO. Multiple references are provided in the references section of this response.

However, with respect to the size and complexity of the agency, the scope of work, and/or specific experience, the following contracts are provided for your convenience:

- Burnsville Fire Department Fire Department Audit (2 Stations) 2014 City of Burnsville, MN – Fixed Price Agreement
- Holly Springs Fire Department Fire Master Plan / Standards of Cover (3 Stations) 2015/2016 Town of Holly Springs, NC – Fixed Price Agreement
- St. Petersburg Fire & Rescue Data, GIS, and Station Location Assessment (14 Stations)
 2016 City of St. Petersburg, FL Fixed Price Agreement
 (Accredited Class 1 Agency)
- Volusia County Fire Rescue– Data, GIS, and Station Location Assessment (Approx. 35 Career Stations) 2016 Volusia County, FL – Fixed Price Agreement
- Clallam County Fire Protection District #3 Fire Protection Study (3 Career and 4 Volunteer Stations) 2016 Clallam County Fire Protection District #3, WA – Fixed Price Agreement
- Bonita Springs Fire & Rescue Control District Station Location Study (6 Career Stations) 2016 Bonita Springs Fire & Rescue Control District, FL – Fixed Price Agreement
- Guilford County Emergency Services– Fire Master Plan (46 Stations Career and Volunteer) 2016 Guilford County, NC – Fixed Price Agreement

Oakland Park Fire Department – Fire Protection Study (3 Stations) 2016 City of Oakland Park, FL – Fixed Price Agreement

Waukesha County, WI – Fire Feasibility Study (Approx. 20 Combination Stations) 2016 – 13 Municipalities for Feasibility for Enhanced Shared Services – Fixed Price Agreement

Greater Burnsville Area, MN – Shared Services Study (Approx. 12 Stations) 2014/15 – Four Municipalities Partners for a Feasibility Study for Enhanced Shared Services

Qualifications of the *FITCH*Team

FITCH's specific strengths for this project are centered in the ability to objectively conduct research, manage multiple project priorities and blend both expert and local resources while building support for the outcome. Our key strengths include talented and experienced consultants, time-tested methods, quality teamwork, timeliness, and the ability to provide tangible results.

Talent – Each project is managed by a *FITCH* partner who is responsible for bringing together the specific resources necessary to meet the client's needs. Staffing for this project involves six team members. Team members have been selected for their specific areas of expertise that match the requirements of this project.

Time-Tested Methodologies – FITCH's experience and that of the individual consultants involved represents an unparalleled base for the tasks at hand. We have worked with more than 1,000 clients including local, state and federal government agencies; municipal and volunteer fire departments; ambulance services and hospitals.

Teamwork – Throughout its history, *FITCH* has stayed true to its core values by accomplishing projects using a collaborative approach. This approach offers high levels of involvement for system participants without compromising the independent or objective nature of the project.

Timeliness – FITCH is known for producing its work on or before the scheduled completion date and within budget. Timeliness also involves consultant access and response times. Both are as important in consulting, as they are in emergency services.

Tangibles – Tangible results in consulting mean developing solutions addressing the client's needs and providing recommendations that are implemented. *FITCH* is well known for developing innovative solutions to complex issues. Our recommendations and tangible work products have been implemented with greater frequency than those of any other national public-safety consulting firm.

Members of the FITCH project team are highly qualified academically with some serving as faculty members at leading educational institutions. Most importantly, FITCH has real-world experience managing large urban services across the nation and a track record of content-specific consulting. Each of the firm's partners and the project director proposed for this project has extensive emergency services management experience of more than 30 years. The commitment of top-level resources underscores the importance *FITCH* places on this project team.

FITCH has routinely undertaken projects over the last three decades similar in scope to that proposed by the Department. FITCH has reviewed systems and processes for nations, states, provinces, regions, and individual departments. Most of our recommendations are implemented due to our real-world approach, matching both the desired outcome with the clear realities in each system.

A project with this level of complexity requires a focused approach by each member of its team. Dr. Steven Knight will ensure the coordination of teams and provide overall leadership resulting in a comprehensive study, completed on time and within budget.

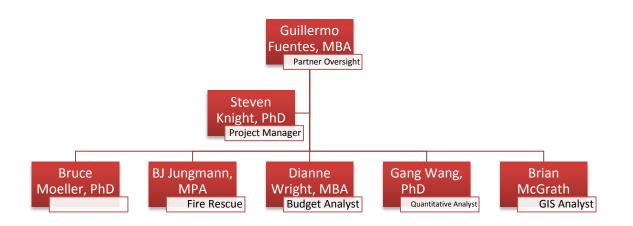
The *FITCH* team will be divided into the following project categories with each category having a specific lead based on areas of expertise:

PROJECT CATEGORIES	TEAM MEMBERS	GEOGRAPHIC LOCATION
Oversight & Governance	Guillermo Fuentes, MBA - Partner	Niagara Falls, Ontario
Project Lead	Chief Steven Knight, PhD	Asheville, NC
Fire/EMS Consultants	Chief Steven Knight, PhD Chief BJ Jungmann Chief Bruce Moeller, PhD	Asheville, NC Burnsville, MN St. Petersburg, FL
Finance	Dianne Wright, MBA	Reno, NV
Quantitative Analyses	Gang Wang, PhD	Miami, FL
Geographic Information Systems	Brian McGrath President and CEO of CAD North	Niagara Falls, Ontario

Figure 1: Projects and Team Members

A hierarchal organization chart of the FITCH team is provided for your convenience below:

Figure 2: FITCH Team Organizational Chart



The following biographical profiles highlight the expert qualifications this team brings to Sheboygan Fire's Project.

Project Team Members

Guillermo Fuentes – Partner. Guillermo Fuentes MBA has 25 years of emergency services experience that spans multiple public safety services and jurisdictions. He has held executive positions for more than a decade being named Deputy Chief of Montreal (Canada) EMS in 1999, Montreal EMS is the 5th largest municipal ambulance service in North America answering over 300,000 calls for service, while in Montreal he was responsible for overseeing 1100 field employees. One of his core duties was to manage a 118-person communication center. He subsequently served as Deputy Chief of EMS for Niagara EMS and was responsible for building and staffing a new communications center. He led both center through their NAED accreditation process.

Mr. Fuentes subsequently served as the Chief Administrative Officer for the Niagara Regional Police Service. In this role he was responsible for Information Technology, Human Resources, Records, Communication Center, Fleet and other administrative duties including the finance function. As CAO he also served as the CFO overseeing a 150 million dollar operating budget.

Mr. Fuentes worked with Fitch & Associates on a part time basis for eight years and joined the firm full time in 2011. He routinely is involved in complex projects. His ability to move between field operations, dispatch centers and administrative functions - applying statistical analysis to real life situations makes his contribution to projects both complete and practical. He holds a Masters

Certificate in Management from Tulane University and a Masters in Business Administration from Aspen University.

Chief Steven Knight (Ret.), PhD, Senior Associate – Project Lead. Dr. Knight has nearly 25 years of experience and recently retired as the Assistant Fire/EMS Chief for the City of St. Petersburg, Florida. He has served as a subject matter expert for both the National Fire Academy and the Center for Public Safety Excellence (CPSE). He has also served as a team leader and peer assessor for the Commission on Fire Accreditation International (CFAI) and has held multiple faculty appointments in Fire Science and EMS. Dr. Knight previously served the International City and County Management Association (ICMA), as the Senior Manager for Fire and EMS.

Dr. Knight holds a PhD from the University of South Florida in curriculum and instruction and a minor in research and measurement, a master's degree in public administration from Troy University and a bachelor's in Fire & Safety Engineering from the University of Cincinnati. Chief Knight is also a graduate of and prior approved faculty for the Executive Fire Officer Program (EFO) through the U.S. Fire Administration, Federal Emergency Management Agency. Knight is an accredited Chief Fire Officer (CFO) through the Center for Professional Credentialing. Knight also served as an adjunct professor at St. Petersburg College and the State College of Florida in their Fire Science and Public Safety Administration Programs, is the former program director for Emergency Medical Services at the Manatee Technical Institute, and is an affiliate faculty with the University of Central Florida's College of Medicine.

Bruce J. Moeller, PhD – Senior Consultant. Dr. Moeller joined the firm earlier this year. He most recently served as Executive Director for Safety & Emergency Services in Pinellas County, Florida and as Interim Chief of Staff for the County. Pinellas County is a community of almost 1 million residents, his areas of responsibility include 9-1-1, EMS &Fire Administration, Justice & Consumer Services, Radio & Technology, Emergency Management and Animal Services. Prior to his current role, Dr. Moeller served as city manager in Sunrise, Florida. Moeller's background includes 30+ years of public safety service, culminating as Chief of Department for several fire-rescue agencies, including Broward County, Florida.

Dr. Moeller is active in fire service and public management organizations, having served in committee and leadership roles for the International City County Management Association (ICMA), National Fire Protection Association (NFPA), and International Association of Fire Chiefs (IAFC). He is also an active member of the International Chiefs of Police (IACP).

Dr. Moeller has an undergraduate degree from Western Illinois University and a Master's in Public Administration from Northern Illinois University. He received his Doctor of Philosophy from Florida Atlantic University, a state university, where he remained teaching undergraduate and graduate courses in public administration, management, labor relations, and organizational theory. He is a frequent speaker and author, and has contributed to the Disaster Management Handbook published in 2008 by Taylor & Francis and ICMA's Managing Fire Rescue Services published in 2012.

Chief BJ Jungmann, MPA – Senior Consultant – Fire / EMS.

BJ Jungmann brings over 16 years of Fire and EMS expertise with experience in career, combination and volunteer fire departments. He currently holds the position of Fire Chief for the City of Burnsville, Minnesota. He has experience as a front line staff member up through an agency administrator in both public and private EMS service delivery models. BJ has also shared his knowledge and talents through a variety of teaching and regional collaborative opportunities.

BJ earned an Associates Degree from Century College in Paramedic Technology. He then earned his Bachelor of Science from American Military University in Fire Science Management. He has also earned an MPA from Hamline University in St. Paul, Minnesota. He is currently completing the Executive Fire Officer Program through the National Fire Academy.

Gang Wang, PhD – Senior Consultant - Data Analyst. Dr. Wang has completed more than sixty emergency service operational analyses using data-driven analytical techniques to determine the most efficient organizational and operational structures. Gang has a PhD in Industrial Engineering from Wayne State University and a Master's degree in Management Information Systems from Chongqing University. Previously, Dr. Wang worked for the Center for Public Safety Management and the International City/County Management Association.

Dianne G. Wright, MPA – Governmental Financial Project Coordinator. Ms. Wright is the former Assistant Director of Fire-Rescue Services in Miami-Dade County, Florida. In that capacity for 10 years, she was the senior staff executive and Chief Financial Officer for one of the nation's largest and progressive fire-rescue departments. Ms. Wright enjoyed a 17-year career with Metro-Dade County. Her previous assignments were as the Division Chief for Finance/Public Services in the Public Works Department and as a Budget Analyst for the Office of Management and Budget.

In January 1998, Ms. Wright began consulting on a full time basis and has been affiliated with FITCH for fire and EMS projects since that time. She also independently served as a consulting staff member to the Governor's Financial Oversight Board for the City of Miami and consults in the area of business processes and performance improvement.

Brian McGrath – Senior Consultant – GIS and Mapping Analyst. Brian McGrath serves as President of CAD North Inc. His responsibilities include Administration, Marketing, Software Development and Business Analysis/Requirements Documentation. He brings over 18 years experience in Information Systems management and development in the public safety industry including 10+ years Business and Systems Analysis in public safety software development. He has exceptional ability at requirements capture, analysis and documentation and is fully conversant with all aspects of the software product development and implementation life-cycle. He is an experienced software developer of public safety dispatch applications including software development using TriTech's RAPTOR API. He possesses excellent communications and interpersonal skills, is comfortable at all organizational levels and has a solid base of operational experience in public safety communications.

Complete resumes and/or CVs are provided as addenda.

Specific Expertise of the *FITCH*Team

Fitch & Associates are in a unique position to have several decades worth of expertise in both managing fire and emergency medical services and consulting. All of our fire and EMS consultants spent their career within the services so we understand how to best balance operational concerns within the broader context of city management and fiscal reality. For example, Dr. Knight has served with the Commission on Fire Accreditation International (CFAI) as a peer assessor, peer team leader, and technical advisor for approximately 10 years.

After a career's worth of leading fire and EMS agencies, Dr. Moeller served as both City Manager and as the Assistant County Administrator over public safety services. Therefore, our team strikes a unique balance that has proven successful in navigating clients through the requisite operational concerns as well as the fiscal and political environment. One of *FITCH'S* greatest strengths is providing objective, high quality, data-based decision models so that the policy group can establish policy in a full transparency and accountable to the community.

In addition, *FITCH* has considerable expertise in ambulance billing, rate structures, and compliance management.

The *FITCH* team will utilize nationally recognized guidelines and criteria including the National Fire Protection Association (NFPA) recommended standards, CFAI, and Insurance Services Office (ISO) schedules, federal and state mandates, as well as generally accepted practices within the emergency services.

FIRM EXPERIENCE & REFERENCES

In addition to the intuitive strengths derived from leadership in the emergency services field and more than three decades of consulting, *FITCH* also offers specific expertise gained from multiple projects that required similar expertise to the one proposed. *FITCH* has evaluated numerous communities' needs and provided leadership in a variety of projects that involved collaboration by many different agencies for the common good. We have an ability to keep focused on the final result while keeping the planning process moving.

FITCH is uniquely qualified to conduct Sheboygan's Fire Protection Study. For example, FITCH is currently developing Standards of Cover (station location and staffing) analyses for the City of Chico, California; Town of Holly Springs, NC; Clallam County Fire District 3, WA, and Joliet, IL.

FITCH specializes in public safety consulting and has direct experience with assignments similar to yours. We have experience with large systems that have the political and operational complexity of multiple service providers such as Pinellas County, FL; Contra Costa County, CA; Highlands County, FL; Guilford County, NC, Lake County, FL; and Waukesha County, WI.

In addition, FITCH has experience with large single agencies such as Dallas, TX and Hong Kong, China.

Below are several projects that demonstrate our experience working in public fire agencies.

Pinellas County, Florida

In late 2012, Pinellas County turned to *FITCH* after multiple previous consultancies left the county without implementable solutions for its 18 fire service agencies and primary ambulance contractor. *FITCH* was retained to evaluate previous deployment models suggested by other consultants, the impact of those models on both EMS response and fire suppression capabilities and to identify an optimal plan. Pinellas is a highly effective system that has sophisticated fire first response and a countywide ambulance transport service. The challenge was the system is not fiscally sustainable. *FITCH* used sophisticated deployment modeling to find \$6.9 million in efficiencies while modernizing the approach on response to low acuity calls. This new model responds in a superior way to the population by using the right resource for the right service request. The Board of Supervisors approved the report and directed staff to implement. A copy of the report may be downloaded at www.pinellascounty.org/emsstudy/pdf/Fitch-Report-Pinellas-July-2013-final.pdf.

The contact for this project is Craig Hare, MBA, Interim Executive Director of Public Safety Services, Pinellas County. He can be reached at 727-464-3835 or chare@co.pinellas.fl.us.

The relevance of the Pinellas project is the engagement involved a detailed assessment and future oriented planning process for an emergency response system with implications for both EMS and fire operations. Pinellas has a population of 900,000+ with multiple barrier islands with adverse hurricane/weather factors. It demonstrates the Firm's ability to successfully work in an adversarial climate between the county, municipal fire agencies and a private provider to improve the system.

Contra Costa County, California

In Contra Costa County the *FITCH* team conducted a comprehensive analysis of both fire and EMS services. Each agency was evaluated separately and associated synergies were described. These studies included reviewing all aspects of the operations from dispatch thru administrative functions. The *FITCH* team proposed multiple options for both agencies and some common objectives to both agencies.

The contact for this project is Tim Ewell Senior Deputy County Administrator, County of Contra Costa. He can be reached at 925-335-1036 or Timothy.Ewell@cao.cccounty.us.

Direct relevance is that this project involved working with multiple stakeholders to determine efficiencies and effectiveness in a complex environment.

City of Chico, California

The City of Chico contracted with the firm to complete a Standards of Cover and Strategic Planning process. *FITCH* was retained to facilitate the establishment and adoption of risk-based deployment strategies. The review will identify and quantify risk and provide the operational and fiscal impacts to alternatives to the current service delivery model that best aligns risk, demand, and resource allocations. This project will be completed by October 2016.

The contact for this project is Interim Fire Chief William Hack. He can be reached at 530-897-3400 or <u>bill.hack@chicoca.gov</u>.

The project demonstrates the firm's experience with Standard of Response Coverage Development.

Snohomish Fire District #7, Washington

FITCH was contracted to complete a Standards of Cover process for the Fire District. FITCH was retained to facilitate the establishment and adoption of risk-based deployment strategies. The review will identify and quantify risk and provide the operational and fiscal impacts to alternatives to the current service delivery model that best aligns risk, demand, and resource allocations.

The contact for the Fire District is Battalion Chief Ryan Lundquist, project manager/accreditation manager. He can be reached at <u>rlundquist@snofire7.org</u>.

The project demonstrates the firm's experience with Standard of Response Coverage Development and strategic planning efforts.

City of Burnsville, MN

The City of Burnsville, MN was the point agency in a five-city shared services study. The participating cities were the Cities of Burnsville, Eagan, Savage, West St. Paul, and South St. Paul. The Cities of West and South St. Paul entered into a Joint Powers Agreement (JPA) forming the South Metro Fire Department that pre-dated the shared services study.

Two of the fire departments were career departments, one department was entirely volunteer, and one of the departments were a combination of volunteer and duty-crews from 8 am to 4 pm Monday through Friday. In addition, the Cities of West and South St. Paul were not of contiguous jurisdiction with the other participating agencies.

Overall, the study demonstrated that the cost to benefit ratio did not support the formation of an independent fire district at this time. In addition, three different JPA models were evaluated that ultimately found one JPA model that would be mutually beneficial to the region. However, the agencies were provided a framework for long-term success and regional consolidation by including additional regional partners that would assist in more equitably sharing the costs for services, providing similar service levels, and contiguous jurisdictions for seamless and borderless service delivery.

The contact for this project is BJ Jungmann, Fire Chief, City of Burnsville, MN. He can be reached at 952-895-4570 or BJ.Jungmann@ci.burnsville.mn.us.

The relevance of the Burnsville project is to demonstrate that we have expertise in evaluating the feasibility of enhanced cooperative efforts. In addition, this project demonstrates the ability to work with volunteer, combination, and career departments in designing the most operationally and fiscally efficient service delivery models. Finally, this project also demonstrates that Fitch is willing to honestly and candidly demonstrate when mergers are not in the best interest of the participating agencies.

Dallas Fire Department, City of Dallas Texas

FITCH was retained by the City of Dallas to assist in its resolution of complex litigation. Subsequently, the Department retained the firm to develop a documentation-training program for its 1,000+ workforce. The firm provided a high level summary of future trends for response systems and evolution of paramedicine to assist the department's leadership in formulating future strategies. In 2014, the City again retained the firm to conduct a comprehensive review of its communications center and develop a department-wide strategic plan for the enhancement of the EMS services it provides.

The contact for the City is Assistant Chief Norman Seals, Dallas, Texas Fire Department. He can be reached at 214-670-4925 or Norman.seals@dallascityhall.com.

This relevance of this project is that it demonstrates the firm is able to manage complex projects for major cities that vary widely in scope. Specifically, this project demonstrates expertise in strategic planning and fire department based EMS deployment strategies.

City of Vancouver Fire Department, Vancouver, WA

FITCH was retained to complete a review of the City's EMS program and its relationship with the County and EMS District 2. The City made the decision to withdraw and not participate in the upcoming ambulance transport procurement prior to the consultation. In determining the optimal structure for the system, *FITCH* developed a strategy approved by both agencies to reverse roles and have the City lead the procurement process enabling the enhancements the City sought but preserving the economic advantages of procuring a single transport provider and maintaining service availability throughout the City and County. The firm subsequently analyzed coverage requirements, prepared detailed specifications and conducted a national procurement process.

The contact for this project is Chief Joe Molina. He can be reached at 360.487.7201, by cell at 360.553.5385, or Joe.Molina@cityofvancouver.us.

The relevance of the Vancouver procurement project is the engagement demonstrates the breadth of our consulting practice, familiarity with a labor environment and our ability to work with multiple agencies with divergent objectives.

Richmond Fire and Rescue Service, City of Richmond, Virginia

In 2012, the City contracted with *FITCH* to develop a comprehensive fire master plan for Virginia's capital city. The project scope involved a detailed assessment of current operations and administrative functions including the scope of service delivery (i.e., suppression, special operations, EMS, rescue, etc.); Standard of Cover (distribution, reliability); work schedule/platoon structure; station locations, and facilities/equipment replacement requirements. The scope also included developing an optimized resource deployment plan, staffing and apparatus changes for both fire and EMS first response capacity and other changes that will provide for more effective utilization of resources.

The Contact for this project is Fire Chief Robert Creecy. He can be reached at 804-646-5451 or Robert.Creecy@Richmondgov.com.

The relevance of the Richmond project is the ability to objectively document departmental performance, recommend innovative approaches, and conduct the project collaboratively with City staff making nearly 60 improvement recommendations to be considered for implementation over a multi-year period.

Additional client references, case studies, and testimonials are available on the firm's website at <u>www.fitchassoc.com</u>.

Fitch & Associates' Methodology and Plan

Recognizing that each community is unique - our analysis of the City's fire service functions, operations, finances and community expectations must be completed with due regard for local characteristics.



Figure 3: Review Components

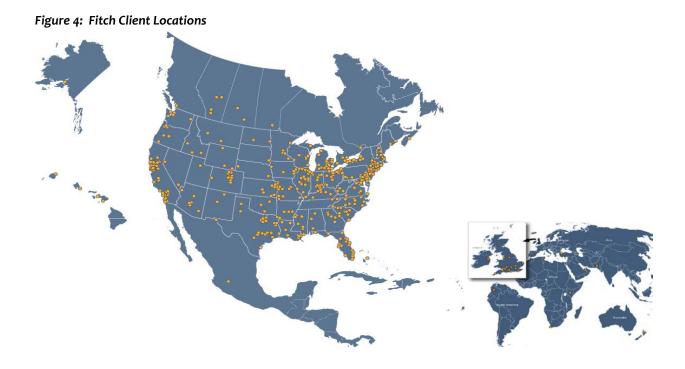
This local awareness is balanced with a comprehensive review methodology that incorporates recognized objective benchmarks and international best practices. That information is turned into actionable recommendations incorporating both pros and cons of service delivery changes.

Fitch & Associates (FITCH) has over 30 years consulting experience and is internationally recognized as a leader in emergency services development. The project team's leadership has Wisconsin specific experience. The proposal that follows describes why FITCH is best suited to tackle the issues and objectives requested.

In order to appropriately tackle each of these complex issues in a meaningful, yet cost effective manner, *FITCH* has put together a multidisciplinary team that combines a senior officer for each service line with a partner to review each one of the areas required. *FITCH* has assigned a partner on the project that will have overarching responsibility to meet the expectations of the Department.

Introduction & Methodology

FITCH is pleased to present a robust response to the City's request for proposals. In over three decades of consulting, our experience spans the globe in evaluating and developing emergency service agency plans. We have worked with over 1,000 clients across all 50 states and 12 countries.



We have reviewed your request and have analyzed supporting documents. The Consultant's role is to objectively evaluate the organizational and operational efficiency for all fire department operations, management, functions, staffing, station locations, and deployment strategies. This evaluation will include a review of any current studies, such as the IAFF Geospatial and Staffing Analysis.

We propose a team of experts in municipal leadership, fire protection, and emergency medical services to assess performance and explore options for the Department to operate within funding limitations while preparing for the agencies' future service delivery in an operationally effective, efficient, and sustainable manner that is aligned with the specific community risks and expectations for service.

FITCH is uniquely suited for this project. We have reviewed emergency service systems and developed staffing and deployment plans for over 30 years. We have taught multiple approaches for fire and EMS deployment models for more than a decade as part of the Communications Center Manager's (CCM) program and the Ambulance Service Managers program (ASM) we conduct under the auspices of the International Academies of Emergency Dispatch (IAED) and the American Ambulance Association, respectively. We have served as a resource for detailed reports on emergency services and are a Strategic Partner of the International City and County Management Association (ICMA).

PHASE I

Project Initiation and Development of Work Plan

The first step in the process is to conduct a kick-off meeting to finalize the work plan and timeline and is paramount to a successful study and the ability of *FITCH* to maximize the effectiveness of its work teams. At the kick-off meeting an overview to the approach of the project will be provided. Any final logistical issues will be resolved during this phase. It is in this phase that key representatives will review and prioritize items outlined in the RFP and provide an opportunity to refine any specific objectives related to each service area or objective.

Specifically, the following elements will be confirmed:

- Primary tasks to be performed
- Person(s) responsible for each task
- Timetable for each objective to be completed
- Method of evaluating results
- Resource identification
- Identify obstacles or problem areas associated with the accomplishment of each task

Acquisition and Review of Background Information

FITCH will submit an Information Data Request (IDR) that the Department will typically complete within 30 days of project initiation. As a data-driven analysis, the following sources of information have been pre-identified.

- Department RMS Data
 - o Department Incident Reporting RMS
 - Department Patient Care Reports (if separate)
 - Department Inspection/Permitting Records
 - o Department Pre-fire Planning Records
- Public Safety Answering Point (PSAP)
 - o Three Years of Raw CAD Data
- Economic Development / Planning (or equivalent)
 - o Identified Planning Areas
 - o Projected Growth
 - o Census Data
 - o Anticipated Annexations
 - o Zoning
 - o Land Use Plans
- Facilities and Apparatus
 - Access and Observation
 - o RMS or Database with maintenance records
 - o Replacement Schedules

- Fiscal Services
 - o City Budget
 - o Fire-Rescue Budgets
 - o Capital Improvement Plans
 - Revenue and Taxing Information
 - Grants Current or Anticipated
- City/Department GIS
 - Station Territories (Shape files)
 - City Boundaries
 - o Insurance District Boundaries
 - Major Transportation
 - o Critical Infrastructures
 - o Growth Boundaries
- County/Department Human Resources
 - o Payroll
 - o Staffing
 - o Scheduling
- Miscellaneous Documents
 - o Automatic/Mutual Aid Agreements
 - Contractual Documents for External Services
 - o Department Policies and Procedures
 - o Strategic Planning Documents
 - o Standards of Coverage Document
 - o Previous Studies and/or Research

This list is not intended to be all-inclusive as the unique environment in the City of Sheboygan may require the addition or deletion of required information.

Stakeholders Input

During the project initiation and/or first on-site visit, personal interviews will be scheduled with the following key stakeholders to ensure that the *FITCH* team has a comprehensive understanding of the City's and Department's background, goals, expectations, and critical issues.

- City Manager
- Elected officials (as directed by City Manager)
- Fire Chief
- Fire Department Leadership Team
- Labor's Executive Board (as appropriate)

Evaluating Station Locations

Facility Locations

Analyses at the station level will determine the appropriateness of the fire station locations in relation to the risk identified and the geographic limitations for travel time. Factors related to the distribution (station locations) such as geographic size, travel impedance, workload, and risk will be evaluated. Similarly, the station level analyses will also include elements of concentration such as the numbers of apparatus or personnel required at each level of distribution mecessary to reliably respond to the demands for service. Elements evaluated for concentration may include the number of risks located in each demand zone or station territory and the capabilities to assemble an effective response force by program area. Station level and/or department level performance and capabilities will be illustrated utilizing GIS mapping and quantitative analyses presented in tabular form. Examples of similar analyses are presented for your review and convenience.

Marginal Utility of Optimized Resource Allocation

We utilize a proprietary marginal utility model to engage communities in their understanding of the balance between response time performance, the community's willingness to assume risk, and the costs associated with comparative service levels. In this transparent dialogue, community policy can be clearly derived that meets the best balance between community expectations for service, costs, and outcomes.

Therefore, in each community at any given response time objective (Minutes), an optimal number of fixed facility fire station locations are identified. Many communities have sited their fire station locations for a wide variety of reasons with the least of them being a specific performance objective. The concept that "faster is always better" passes the common sense test, but in most communities there is a marginal benefit or marginal return on fixed cost investments that may not be providing the desired return on investment. These analyses and continued dialogue with the community provide for a transparent and accountable method to best meet community expectations for service.

In the following example, this community has two fire stations and was meeting their desired performance (minutes). However, the first fire station can capture 97.46% of all of the calls in the community from the current location within the desired performance level. In this case it was eight (8) minutes travel time. The second station only added 0.3% improvement in coverage. A quantitative analysis, such as typically presented in an annual report or Standards of Cover, would report the aggregate performance at 8 minutes 90% of the time, but fall short of illustrating the diminishing return on investment of the second fire station's contribution at a constant fixed cost for each fire station. Please see the figure below.

Station Rank in Contribution to System	Existing Station Number	Station Capture	Total Capture (Cumulative)	Percent Capture (Cumulative)	Contribution to the System
1	Station 2	4,562	4,562	97.46%	97.46%
2	Station 1	14	4,576	97.76%	0.3%

Figure 5: Example of the Mar	ginal Utility and Ontimizatio	n of Eiro Station Locations
rigule 5. Lituliple of the Mul	ginai Otinty and Optiniizatio	in of File Station Locations

Similar results are found in larger jurisdictions as well. In this second example, the community has a total of 19 stations. While several factors, such as potentially transitioning from volunteer services, influence the results, the fact remains that the system could accomplish the desired performance with a total of six (6) stations in comparison with the current capital footprint of 19 facilities. It is important to note that the relative contribution to improved performance from the seventh (7th) station through the 19th station was approximately 6%. Please see figure below.

Rank	Station Number	Class	Station Capture	Total Capture	Percent Capture
1	F9	U	23431	23431	45.92%
2	E5	U	7937	31368	61.48%
3	E1	U	7856	39224	76.88%
4	E7	U	4723	43947	86.14%
5	E4	U	1308	45255	88.70%
6	F39	U	989	46244	90.64%
7	F24	U	734	46978	92.08%
8	F29	U	418	47396	92.90%
9	E3	U	393	47789	93.67%
10	F41	U	359	48148	94.37%
11	E2	U	262	48410	94.88%
12	F2	U	222	48632	95.32%
13	F30	U	217	48849	95.74%
14	F33	U	149	48998	96.03%
15	F45	U	126	49124	96.28%
16	F25	U	107	49231	96.49%
17	F1	U	10	49241	96.51%
18	F18	U	5	49246	96.52%
19	E6	U	3	49249	96.53%

Figure 6: Example of the Marginal Utility and Optimization of Fire Station Locations

Our approach to optimizing the fire station locations and utilization is determined by the desired service level and capabilities from each of the facilities. Since an optimal number of facilities exist, some communities may be able to consolidate stations, some may currently have the optimal number of facilities, and some may need additional facilities to meet the desired service levels. However, this analysis is the only method to identify the diminishing return or marginal utility of resource allocation as quantitative analyses alone will not identify "overlapping" predetermined

response areas. For example, in the following GIS mapping, this illustrates the degree to "overlapping" or redundancy of station coverage areas. The darker the shading the more units are able to cover the same area within the desired performance level. Please see the figure below.

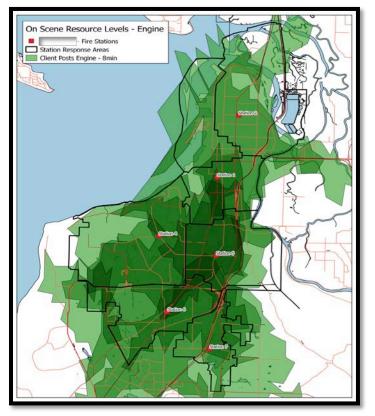


Figure 7: Illustration of Overlapping Station Response Capabilities

Analyze Need for New Stations or Identify Opportunities for Consolidating Existing Stations

All previous efforts as outlined in this scope of work will flow seamlessly to identify the need for new stations as well as identify opportunities to consolidate existing stations. The major elements that will contribute to this analysis are the risk assessment, historical demand, workload, system reliability, and geographic limitations of the jurisdiction.

As an objective data-based firm, we let the data resonate with the policy makers, and then design the system that best meets the competing demands of balancing the community's tolerance for risk and their expectations for service with the desire or capability to pay for preparedness.

All results will be provided in both tabular form as well as through GIS mapping. The following two maps are provided as examples of our objectivity for system design. In the first example, the agency has seven (7) EMS stations with a desired performance level that far exceeds current performance.

In this example three years of historical data were analyzed and the optimal station locations were posited. The agency would have to increase from seven (7) stations to 10 stations in order to meet the desired performance. In contrast, the fire services for our example agency has 17 fire stations and could cover 90% of their calls within the desired timeframe within 10 minutes with six (6) stations.

The City will be provided the latitude and longitude coordinates of recommended locations. The GIS mapping for these two examples are provided as Figures 8 and 9 below.

Analyses for Optimal Station Placement

In addition to the previous analyses that leveraged existing station locations for optimal system design, this analysis will recommend optimal station placement without consideration of the existing facilities. Of course, stations that are appropriately sited would continue to be utilized, but this analysis doesn't include any existing assumptions. The value to this process is to validate existing locations as well as provide the City and Fire staff an optimized footprint to include in strategic and capital improvement planning for the future.

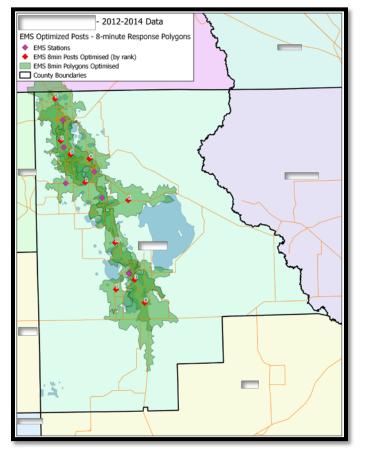
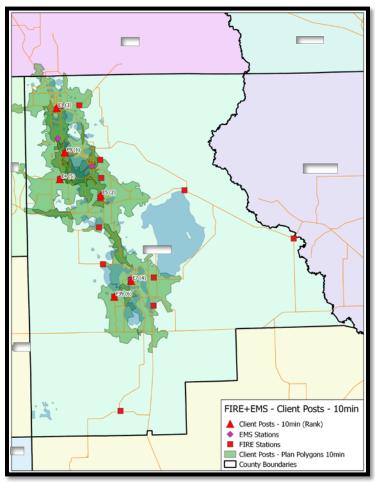


Figure 8: Example of Need for Additional Stations and Optimized Locations

Figure 9: Example of Consolidated Stations



Evaluation of Mutual, Auto, and Reciprocal Aid Agreements

Station capabilities will be evaluated as the status quo and through a systems approach. Therefore, in a systems approach, all auto and mutual aid agreements, as well as municipal capabilities, will be evaluated for the most efficient and effective service delivery for the citizens and the most cost effective for the City.

Opportunities to Align with NFPA 1710 Recommendations

With regards to the deployment strategies recommended by NFPA 1710, a comparison between a NFPA 1710 model and an optimized deployment model will be provided to the City and Department. This analysis will identify any potential opportunities for improved efficiencies between the two strategies and all costs and performance will be demonstrated. The *FITCH* team will discuss the pros and cons of the two models with the Client. The Client will determine the most desirable approach to best meet community expectations, policy commitments, and fiscal realities. Once determined, the analysis will continue to design the system based on local policy.

Similarly, a brief summary that compares and contrasts with the IAFF Geospatial and Staffing Study with the findings of this study will be provided in an effort to provide full objectivity and transparency as appropriate.

Medical First Responder

In tiered or integrated systems, a synergistic relationship is created when designed well and performing as designed. However, as variables affecting the performance of one program area (Fire or EMS) change there is typically a ripple effect experienced by the other program area. At times these dynamic changes in the system performance can shift costs between programs and potentially impact performance capabilities such as system reliability, time on task, and response time.

Detailed analyses will be completed to evaluate the correlation between these programs with respect to response time performance standards, current performance, reliability of each program, and any existing deficiencies. Specifically, the relationship between the response configuration and response time performance will be evaluated to maximize the clinical, operational, and economic efficiency between the programs.

Projected Community Development and Growth

Empirical research concerning the incidence of fire has been correlated with population density and socioeconomic status. United States Census data and community development data will be utilized to make future projections concerning population growth and/or density. Analyses of land use plans, annexation plans, urban growth boundaries, and anticipated changes in community demographics, socioeconomic status, or population will be profiled in preparation of translating community changes to changes in demands for services. Projections will be generated to guide the City and Department into the future. Similarly, a historical review of growth for the previous three years will be utilized to demonstrate the rate and scope of growth in the community as well as the impact to demand for services.

Impacts of Rural Characteristics on Service Delivery (If Any)

US Census data will be utilized to map the City's population density to identify urban and rural densities (if appropriate). In addition, historical demand for services will be mapped as well to illustrate the frequency of incidents across the urban/rural areas. Quantitative data will be utilized to demonstrate current performance by population density and station area as well as utilize GIS planning assessments to determine the response capabilities.

Historical performance and GIS modeling will guide either the validation or adoption of performance objectives by population density with the option of differentiated performance. The marginal utility

analysis will guide a transparent discussion on service capabilities and the associated costs by population density.

Analysis of Historical Demand and Current Response Areas

Workload

Workload will be evaluated from multiple perspectives; total unit responses per station, time on task as measured by the Unit Hour Utilization (UHU) for each unit and/or station, workload distribution, and total responses by risk type. Examples of the total responses and annual busy hours are provided in Figure 10 and the UHU is provided as Figure 11 below.

Station	Avg. Busy Minutes per Unit Response	Annual Busy Unit Hours	Annual Total Unit Responses
11	68.9	136	118
14	35.1	943	1,613
16	35.2	2,217	3,776
18	37.8	1,658	2,630
21	35.3	2,832	4,818
22	43.9	1,817	2,482
23	31.9	2,189	4,120
24	48.7	1,722	2,120
30	31.5	2,600	4,952
32	38.8	1,545	2,387
33	36.5	2,152	3,540
34	27.1	62	137
36	43.4	899	1,243
НQ	29.9	1,749	3,510
Total	36.1	22,519	37,446

Figure 10: Example of Overall Workload by Station

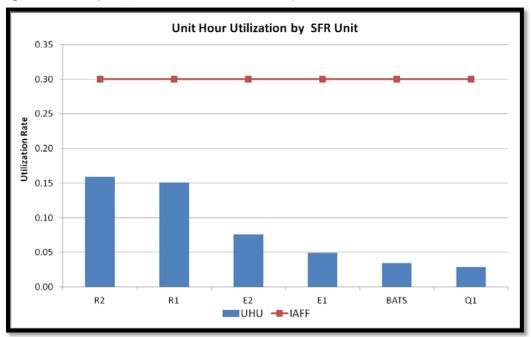


Figure 11: Example of Unit Hour Utilization Analysis

In addition, the type of historical demands for service are examined by each station response area in an effort to validate that the appropriate resources are provided to handle the unique risk profile of the fire station response area. The outcome of these analyses will inform the appropriate staffing, certifications, and apparatus type and quantity, including the efficacy of the Quint Concept.

An example is provided as Figure 12 below. Next, workload is expressed in terms of the total percentage of department workload by each individual station. This is utilized to assist in determining the appropriate staffing and apparatus resource allocation per optimized station. An example is provided as Figure 13 below.

First Due					Mutual		
Station	EMS	Fire	Rescue	Hazmat	aid	Canceled	Total
14	851	283	7	14	0	70	1,225
16	3,679	625	0	27	9	237	4,577
18	2,056	455	3	50	9	177	2,750
21	4,834	1,177	7	43	10	459	6,530
22	1,898	569	0	21	9	306	2,803
23	1,952	428	0	17	33	162	2,592
24	1,840	542	0	40	262	187	2,871
30	4,893	700	0	33	79	533	6,238
32	1,519	514	0	6	28	99	2,166
33	2,951	455	0	32	22	112	3,572
34	296	86	0	14	0	22	418
36	900	294	0	11	9	60	1,274

Figure 12: Example of Number of Responses by Station Area and Call Type

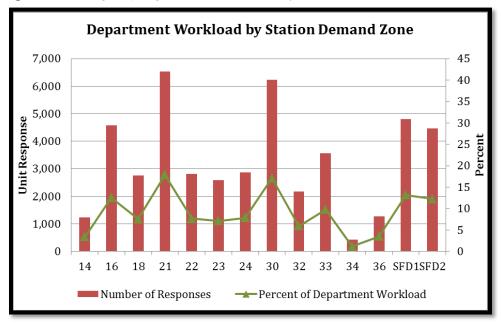


Figure 13: Example of Department Workload by Station Area

In addition, workload is analyzed by temporal distribution (month, day of week, and hour of day) and mapped by station area utilizing GIS. Examples are provided as Figures 14 and 15, respectively.

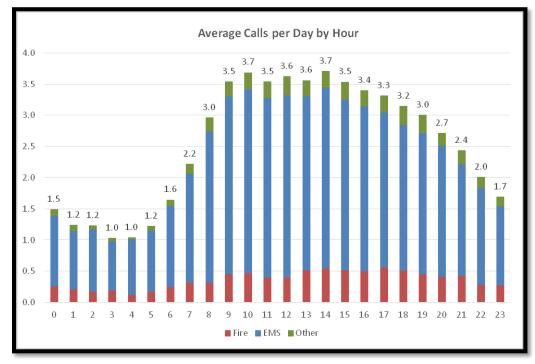


Figure 14: Example of Average Calls per Day by Hour of Day

The analysis for this part of the scope of work is a continuation of previous quantitative work for the station locations and response areas as well as the GIS analysis of the location of historical incidents. Therefore, in addition to the previously presented tabular data, all incidents will be geocoded in GIS to generate heat maps as presented in Figure 15. Each major call type will receive a specific analysis and mapped for each of the previous seven years to demonstrate the changes in community demand and growth over the rating period.

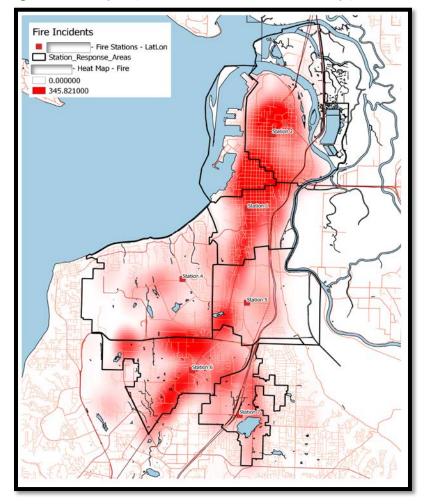


Figure 15: Example of Historical Call Location Heat Map for Fire Incidents

Finally, previous projections for changes in population, population density, and growth will be translated into projections for future service demands into the future. Projections will include consideration for both the demand to provide, and ability to receive, mutual/automatic aid. Results will be presented in tabular form and mapped, as appropriate.

Performance and Demand Analyses

Three years of system performance data will be collected from both the Public Safety Answering Point (PSAP) and the available National Fire Incident Reporting System (NFIRS) data and Electronic Patient Care Reporting (ePCR) that may be available in the Department's Records Management Systems (RMS).

Data will be analyzed to determine both the average and 90th percentile performance for call processing, turnout time, travel time, and total response time. Also, elements of time will be examined by major call types, time of day, day of week, and month of year. Similarly, analyses will be completed describing historical performance at the unit/apparatus level that describes the frequency of calls, workload, and call duration by call type. Finally, all of the above historical performance data will be evaluated at the station level.

Analyses at the station level will determine the appropriateness of the fire station locations in relation to the risk previously identified and the geographic limitations for travel time. Factors related to the distribution (station locations) such as geographic size, travel impedance, workload, and risk would be evaluated. Similarly, the station level analyses will also include elements of concentration such as the numbers of apparatus or personnel required at each level of distribution necessary to reliably respond to the demands for service. Elements evaluated for concentration may include the number or risks located in each demand zone or station territory and the capabilities to assemble an effective response force by program area. Station level performance and capabilities will be illustrated utilizing GIS.

In addition, measures of reliability will be utilized to determine the effectiveness and validity of the current deployment strategies. Specifically, the percentage of calls that the primary station territory and/or unit was able to respond to when called will be evaluated. Another measure that may be useful is that of analyzing the frequency of concurrent calls.

Finally, the completion of the objective will include an analysis of the effectiveness of the current deployment strategies for each program area. This will be accomplished through direct observations, structured interviews, and an analysis of available outcome data from the Department's RMS programs for Fire/EMS incident reporting.

In summary, the following elements will be evaluated while completing the review of historical system performance:

- Number of calls
- Call frequency
 - o Time of day
 - o Day of week
 - o Month of year
- Call type

- o Fire
- o Ems
- o Hazmat
- o Tech Rescue
- Elements of Time
 - o Dispatch time
 - o Turnout time
 - o Travel time
 - o Total response time
 - Effectiveness / Outcome Measures
 - o Call Type
 - o Program Area
- Performance

- o Unit performance
- o Station performance
- System performance
- o Reliability / Concurrent Calls
- Workload
 - o Call duration
 - o Unit Utilization
 - o Workload Distribution at Unit and Station levels
- Deployment Modeling
 - o Effective Response Force (ERF) performance and capabilities
 - o Distribution of Resources
 - o Concentration of Resources
 - o Automatic and Mutual Aid Capabilities

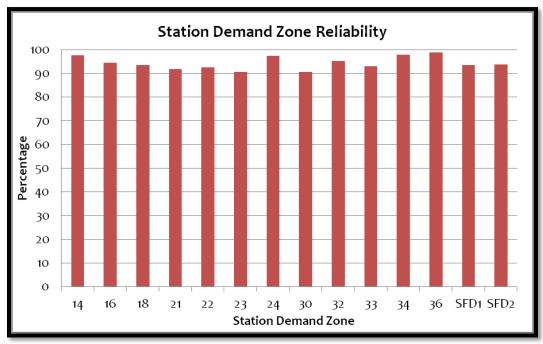
Each station's performance is evaluated by both their response time performance within their respective fire station first due area and the reliability/concurrency of the stations ability to answer the requests for service. An example of the response performance is provided as Figure 16 below.

Station	Unit	Dispatch Time	Turnout Time	Travel Time	Turnout and Travel Time	Response Time	Sample Size
1	ALS3	1.9	1.8	9.0	10.2	11.5	1,488
	ALS6	2.0	2.1	9.4	10.7	12.0	1,364
2	ALS2	1.9	2.1	7.1	8.7	9.9	2,009
3	ALS4	1.9	2.0	8.1	9.3	10.5	2,421
4	ALS7	1.8	2.3	9.0	10.7	11.9	1,640
5	ALS5	1.9	2.2	11.5	12.9	14.2	2,048
6	ALS8	1.7	2.2	12.2	13.4	14.7	1,407
7	ALS1	1.7	2.0	12.1	13.5	14.6	1,530
NA	JAWS	3.0	1.8	9.8	10.8	12.6	73
То	tal	1.9	2.1	9.9	11.3	12.5	13,980

Figure 16: Example of Response Time Continuum by Station and Unit

In addition, measures of reliability will be utilized to determine the effectiveness and validity of the current deployment strategies. Specifically, the percentage of calls that the primary station territory and/or unit was able to respond to when called will be evaluated. Another measure that may be useful is that of analyzing the frequency of concurrent or simultaneous calls. Examples of analyses for station reliability and call concurrency or overlapping calls are provided as Figures 17 and 18, respectively.

Collectively, these analyses, in conjunction with the GIS analyses previously discussed, will provide a robust assessment of the current station configurations, response areas, unit resource allocation, and the appropriate staffing for each fire station based on objective data specific to the community.





Comparisons between the current and/or desired response time performance and recommendations from NFPA, CFAI, and ISO will be provided both quantitatively and with GIS mapping of response time capabilities (travel time).

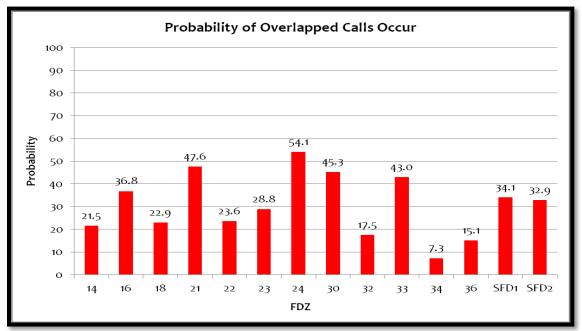


Figure 18: Example of Probability of Overlapping or Simultaneous Calls by Station Area

Desired Level of Service and Staffing for Each Station Apparatus

A comprehensive staffing analysis will be completed during this phase of the project with respect to the present staffing and deployment as well as for projected future demands. Recommendations for optimal staffing levels will naturally flow from a review of the unique community characteristics, response configurations, expectations for service, and historical demands for service both Department wide and by station/apparatus.

Alternatives to the current model may be identified and provided with the associated cost projections.

Identification of Station Renovations or Modifications Necessary for Efficient and Safe Deployment

Each of the fire stations will be evaluated through direct observation and through the lenses of the current, future, and recommended (if applicable) deployment strategies. An evaluation will be completed to ensure the facilities are capable to adapting to any potential alternative deployment strategies and for the potential for a higher concentration of personnel and/or apparatus in the current facilities to meeting future growth.

Risk Assessment

Risk Analysis for Each Station by Incident Type and/or Severity

FITCH utilizes two perspectives to evaluate community risks. One is the retrospective or historical community demand. As a continuation of the distribution and location of calls sorted by call type (severity) from the previous section, we will complete the review of historical demand and sort by station response area by each call type/severity.

In addition, we can utilize a prospective view to evaluate community risks. Utilizing available data from ISO, we will create a risk matrix that will categorize risks as low, moderate, high, or special risks. This information will be utilized at the occupancy level for the commercial properties within the jurisdiction. **The Department will participate in the development of the risk matrices utilized, the following are only examples.** An example of an occupancy level risk matrix is provided below.

Risk Class	Water Flow		Number of Stories		Protection Systems	Occupancy Building	Total Risk
	Value	Scale	Value	Scale	Present (Yes/No)	Type*	Score
High	3	≥ 1500 gpm	5	≥ 4	-3/0	3	≥ 9
Moderate	2	> 499 and < 1500 gpm	3	>1 and <4	-3/0	2	>3 and <9
Low	1	≤ 499 gpm	1	1	-3/0	1	≤ 3

Figure 19: Example of Occupancy Level Risk Severity Matrix

The combination of the prospective risk as defined (in this example) will generate risks that are mapped by station demand zone and quantitatively analyzed within the context of a station level risk matrix. An example of a station level risk matrix that incorporates both the historical demand (risk) and the prospective (potential) risk is utilized to determine the appropriate balance between the distribution and concentration of needed resources and is provided below.

Risk Class	Cove Area			rate Risk pancies		Occupancies		ical ructure ancies	(availability		Total Risk
	Value	Scale (mi²)	Value	Scale	Value	Scale	Value	Scale	Value	Scale (%)	Score
High	3	≥9	3	≥ 100	5	≥ 20	5	≥ 20	5	≥ 20	≥ 20
Moderate	2	> 5 and < 9	2	> 50 and < 100	3	> 10 and < 20	3	> 10 and < 20	3	> 10 and < 20	>10 and <20
Low	1	≤ 4	1	≤ 50	1	≤ 10	1	≤ 10	1	≤ 10	≤ 10

Figure 20: Example of Station Fire Response Area Risk Concentration Matrix

While occupancy level data is primarily used for fire protection, ultimately, all of the types of risk (fire and EMS) will be categorized utilizing a probability/consequence matrix to best determine the appropriate number of resources and staffing to respond to or mitigate risks. This is utilized to ensure that there is appropriate balance between preparedness or readiness, for the delivery system and the actual historical demand. An example of the probability/consequence matrix is provided below.

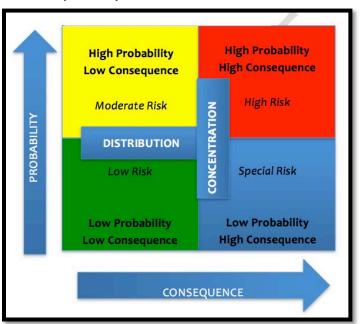


Figure 21: Example of Probability/Consequence Matrix

Finally, an evaluation of the occupancies will be completed, geocoded, and mapped utilizing either the Department's internal records or the most recent ISO Batch Report. In this manner, both prospective risk such as specific building occupancies or concentrations of risk, population growth, future development is included with the historical (retrospective) risk previously identified in a review of three years of historical community demands.

Any potential alternatives to the current policies and practices will be discussed with the Client for their consideration. For example, competing ideologies may be present between a risk-based approach utilized by the Commission on Fire Accreditation International (CFAI), the geographic emphasis utilized by the Insurance Services Organization (ISO), and potential efficiencies in deployment strategies utilizing the community's historical demand for services.

Apparatus and Equipment

Analyses completed for this scope of work will be utilized to inform the *FITCH* team as to the optimal quantity of resources, staffing, and resource configurations to meet both current and future demands for services. As proposed this will be accomplished in conjunction with the optimization of the station locations, staffing, and overall risk-based deployment model.

In addition, to direct observation and inspection of vehicles and equipment, *FITCH* will review compliance with regulations, maintenance practices, replacement schedules, funding strategies and policies, and utilization within the response configurations with respect to unique community service demands and risk profile. A similar process will be completed concerning the equipment carried on each apparatus as they are aligned with community service demands.

The final deliverable for this objective will include a summary of capital assets and resources and an accompanying recommendation for capital improvement planning, replacement schedules, and optimized station deployment strategies (additions or consolidations). Where applicable, results will be a combination of narrative, mapping output, and data in tabular form.

Plan for Implementation

Alternatives will be evaluated through a data based objective lens ensuring optimal utilization and resource allocation. In addition, each alternative evaluated will take into consideration the interconnectedness of the services (Fire and EMS) and provide advantages and disadvantages for each alternative allowing transparency in policy decisions. Prioritized alternatives will also be accompanied with the anticipated costs and implementation strategies.

Finally, additional alternatives that are discovered during the study and data analyses will also be evaluated. As designed, prioritized service delivery options for each program area will be identified, and recommended, as appropriate.

All options will be identified and clearly articulated with cost benefit analyses for implementation. This description in this phase will include the relative degree of benefit against the intended outcome will be provided with both advantages and disadvantages, including consequences, of adoption and implementation. In addition, this evaluation will include sensitivity to the interrelatedness or "ripple effect" of service changes. Finally, all options will be accompanied by projected costs, as appropriate.

Specifically, implementation plans for substantive changes will be developed that will include the responsible parties, schedules and timelines for completion, and methods for evaluating results. In addition, mitigation strategies for known or suspected challenges will be provided.

Development and Review of Draft Project Report

As designed, the project will have incremental milestones where the City/Department will have an opportunity to validate and provide feedback on results. For example, after the draft data report, and the geospatial and temporal analyses the City/Department will be informally presented the material. Therefore, approximately 80% of the final draft report will have been reviewed and validated by the staff prior to completion.

The project is designed to be facilitative and highly collaborative between the *FITCH* team and the City and Department's staffs. The draft report will be provided for further validation, feedback, and discussion prior to finalizing the draft report.

Delivery and Presentation of the Final Report

Once the feedback from the draft review has been incorporated into the revised final report, a formal presentation of the report will be provided to the City Administration, staff, elected officials, and/or the general public as desired.

PHASE I - SCHEDULE AND WORK LOAD

Project Management and Interaction with City and Department

Our project management is a disciplined and structured process. Key activities are clearly outlined and logically organized to produce specific deliverables within the defined period of time. We will review our progress against the work plan on a regular basis to ensure that we are progressing according to plan. Any deviations will be flagged immediately and appropriate action taken, through discussion with you, to address issues. As designed, this project will be transparent and highly collaborative.

This project is proposed as a fixed-price agreement. Within a fixed-price agreement, *FITCH* holds the liability to deliver each of the elements of the scope of work as identified by the Client in the RFP. The following table is representative of the projected hours across each of the *FITCH* team members. It is understood that the actual hours devoted could be more or less and that the completion (outcome) of each of the scope of work points is to be the intended measure. This provides the City with the greatest control over costs.

	Guillermo	Dr.	Dr.	BJ	Dr.	Brian	Dianne	Total
	Fuentes	Knight	Moeller	Jungmann	Wang	McGrath	Wright	Hours
Hours	16	80	40	40	80	40	16	312

Proposed team members were selected for their specific expertise for the projects identified scope of work. By design, the team members have a limited number of projects that they work on at any given time to ensure that the firm and consultants are able to deliver on time.

Finally, FITCH has the depth and expertise to meet additional needs of the City as required.

Work Plan and Timetable

The process identified in the previous sections will yield the desired results for this project.

The proposed scope of work demonstrates that the consultant understands the desired outcomes and has proposed objectives and tasks to achieve that outcome. A table for each of the proposed objectives and time frames is included to describe the project more clearly.

The only known potential for variation in the proposed timeline and work plan is associated with any delays in receiving requested data. From time to time this occurs when attempting to receive data from the 911 Center (CAD) and if the Department has multiple competing priorities that may impact

their timeliness. Therefore, the project timeline accounts for a 30-day period to acquire all necessary data and background information and any delays beyond 30 days may impact the overall timeline proportionally.

	Month	Month 2	Month 3	Month 4	Month 5	Month 6
Project Initiation and Development of Work Plan			5	4	>	
Acquisition and Review of Background Information						
Stakeholder Input						
Risk Assessment						
Evaluating Station Locations						
Projected Community Development and Growth						
Impacts of Rural Characteristics on Service Delivery						
Analysis of Calls for Service						
Establishing Desired level of Service and Staffing for Each Station						
Identification of Station Renovations and/or Modifications						
Assessment of Apparatus and Equipment						
Plan for Implementation						
Development and Presentation of Draft Report						
Presentations and Delivery of Final Report						
Projected On-Site Meetings	#1			#2	#3	#4

Figure 22: Phase I Proposed Timeline

As previously indicated, in addition to the ongoing dialogue, the client will have an opportunity to review and discuss project outcomes during three major project milestones. These milestones will be after the receipt of the draft data report, the draft GIS report, and the draft final report. In addition, a review of the progress of the project will be provided at least monthly. However, as designed there is an ongoing dialogue concerning information and clarification of information as the project progresses.

Finally, any potential alternatives that would impact current practices or have policy implications will be brought forward and discussed with the client in detail and the client will assist in prioritizing any alternatives and recommendations that add the most value to the scope of work within the context of the existing environment.

PHASE II

Project Initiation and Development of Work Plan

The first step in the process is to conduct a kick-off meeting to finalize the work plan and timeline and is paramount to a successful study and the ability of *FITCH* to maximize the effectiveness of its work teams. At the kick-off meeting an overview to the approach of the project will be provided. Any final logistical issues will be resolved during this phase. It is in this phase that key representatives will review and prioritize items outlined in the RFP and provide an opportunity to refine any specific objectives related to each service area or objective.

Specifically, the following elements will be confirmed:

- Primary tasks to be performed
- Person(s) responsible for each task
- Timetable for each objective to be completed
- Method of evaluating results
- Resource identification
- Identify obstacles or problem areas associated with the accomplishment of each task

Review of Financial Viability of Ambulance Services

FITCH is uniquely qualified to complete this portion of the scope of work. Our firm has over 30 years of experience designing and managing high quality and efficient ambulance services. In addition, the firm currently manages several ambulance services across the country through management contracts. The firm also managed and operated an air and ground-ambulance billing firm that was sold and fully transitioned into a compliance audit function of our consulting services.

Therefore, during the completion of this portion of the scope of work will include a comprehensive review of all direct and indirect costs in an effort to establish the relative unit hour costs. The unit hour costs (UHC) will be utilized to demonstrate the requisite deployment capabilities to maximize both performance and financial sustainability.

Similarly, the financial review will include a comprehensive review of all revenues and expenditures, debt, bad debt, and profit/loss. This part of the analysis will culminate in a description of the community's payer mix, comparative rates and fees within the region and the allowable or capitated costs associated with the service delivery model.

Any alternatives will be clearly articulated complete with implications for deployment as well as a full budget impact on both revenues and expenditures.

Evaluation of Training and Qualifications

All staffing strategies, training and qualifications of personnel will be evaluated within the context of the community's historical risk and demand for services, best practices, and guiding recommendations such as NFPA, ISO, and any national, state, or local requirements.

It is common to find that fire organizations are challenged to maintain the required ongoing training, leaving little time and opportunity to provide just-in-time training or maintain flexibility in the training plan to address deficiencies, safety concerns, and emerging trends. The *FITCH* team will evaluate available evidence-based or competency based performance records and processes. Opportunities for improvement will be identified and recommended.

This portion of the evaluation will conduct a full assessment in the context of local conditions. In addition, this portion of the evaluation will seamlessly flow from the review of the viability of the ambulance service program. With this approach, any system design changes will be reflecting in go forward planning for training, qualifications, and overall staffing strategies.

Organizational Analysis, Staffing, Management Functions, and Effectiveness

A comprehensive organizational analysis will be completed for all personnel and management levels in the organization including support staff. A series of on-site structured interviews and direct observations will be completed to determine the reporting relationships, functions, workload, efficiency and effectiveness at each level. We will evaluate opportunities to better align job duties, distribute workload, assignments, and reporting relationships. In addition, where appropriate, we will make recommendations for an updated organizational structure to ensure that the structure supports any adopted changes in functions.

A review of recent changes to the job descriptions will be completed in concert with an evaluation of all staffing, scheduling, and command and control activities. As previously stated, structured interviews will be conducted with a representative sample of line personnel and labor's executive board. As desired, an employee satisfaction/feedback instrument can be created for anonymous feedback to compliment the sample interviews.

Finally, a gap analysis will be completed between current practice and staffing recommendations from NFPA.

Strategies for Cost Containment and Additional Funding

An analysis will be completed to identify the total revenue generated from the various user fees such as false alarms, inspections, permits, plans review, etc. An evaluation will also be completed to benchmark the fee structures against comparable communities within the region as well as provide recommendations on how to best structure the fees based on program structure, desired performance, and workload.

Although previously discussed, strategies for cost containment and/or improved revenue would be incomplete without the detailed analysis of the EMS patient transportation system design and billing performance. Strategies will be provided on the appropriate balance and debt management for bad debt and other write offs that are increasing with the number of capitated revenue streams.

Finally, in conjunction with the organizational analysis, an evaluation will be completed to examine the appropriate employee groups to complete and/or coordinate "back office" activities such as logistics, maintenance and repair, and procurement. Therefore, these activities will be evaluated in the context of what capacity and expertise exists within the City external to the fire department as well as the potential for outsourcing certain activities and functions.

Enhanced Collaboration, Shared Services, Contracted Services

In an effort to evaluate opportunities for enhanced shared services or collaboration, we would recommend capturing the raw CAD and RMS data from the adjacent fire departments so that a regional "system" approach can be evaluated. The synergies of a borderless service delivery model can have significant benefits to the communities if applicable.

In addition to the adjacent mutual or automatic aid capabilities, an evaluation of the current capabilities and relationship with MABAS and the greater region will be completed as well. In conjunction with the evaluation of the financial and operational components of the ambulance transportation service, the efficacy of model changes such as contracted services will be evaluated. Similarly, an evaluation will be completed for other programs areas such as hazardous materials and technical rescue programs with respect to shared services within the region. Finally, opportunities for shared administrative capacity will be evaluated.

While there is value in understanding how similarly situated communities have addressed their fire and emergency medical service needs in this dynamic fiscal environment, we would suggest that a community centric and risk-based approach is the more appropriate methodology as communities' policy may vary on their level of investment in public safety. For example, some more affluent communities may invest less in their public safety than some less affluent communities.

Implementation, Draft and Final Reports, and Final Presentation

Implementation, draft review, delivery of the final report, and the final presentation will be completed in a similar manner as the completion of Phase I activities.

PHASE II - SCHEDULE AND WORK LOAD

Project Management and Interaction with City and Department

Our project management is a disciplined and structured process. Key activities are clearly outlined and logically organized to produce specific deliverables within the defined period of time. We will review our progress against the work plan on a regular basis to ensure that we are progressing according to plan. Any deviations will be flagged immediately and appropriate action taken, through discussion with you, to address issues. As designed, this project will be transparent and highly collaborative.

This project is proposed as a fixed-price agreement. Within a fixed-price agreement, *FITCH* holds the liability to deliver each of the elements of the scope of work as identified by the Client in the RFP. The following table is representative of the projected hours across each of the *FITCH* team members. It is understood that the actual hours devoted could be more or less and that the completion (outcome) of each of the scope of work points is to be the intended measure. This provides the City with the greatest control over costs.

	Guillermo	Dr.	Dr.	BJ	Dr.	Brian	Dianne	Total
	Fuentes	Knight	Moeller	Jungmann	Wang	McGrath	Wright	Hours
Hours	40	40	80	40	16	16	60	292

Proposed team members were selected for their specific expertise for the projects identified scope of work. By design, the team members have a limited number of projects that they work on at any given time to ensure that the firm and consultants are able to deliver on time.

Finally, FITCH has the depth and expertise to meet additional needs of the City as required.

Work Plan and Timetable

The process identified in the previous sections will yield the desired results for this project.

The proposed scope of work demonstrates that the consultant understands the desired outcomes and has proposed objectives and tasks to achieve that outcome. A table for each of the proposed objectives and time frames is included to describe the project more clearly.

Figure 23: Phase II - Proposed Timeline

	Month 1	Month 2	Month 3	Month 4
Project Initiation and Development of Work Plan				
Review of Financial Viability of Ambulance Services				
Evaluation of Training and Qualifications				
Organizational Analysis, Staffing, Management Functions, and Effectiveness				
Strategies for Cost Containment and Additional Funding				
Enhanced Collaboration, Shared Services, Contracted Services				
Plan for Implementation				
Development and Presentation of Draft Report				
Presentations and Delivery of Final Report				
Projected On-Site Meetings	#1	#2	ħ	⁴ 3

ATTACHMENT A

Curriculum Vitae's



Guillermo Fuentes Partner, Fitch & Associates, LLC

SUMMARY Mr. Fuentes has broad experience in the areas of communications, operations, deployment and administration. He is a leading expert on the analysis, design, and management of EMS system status. Known internationally for his consultant work, he provides statistical and operational analysis, computer modeling, and the development of deployment plans for the Firm's clients.

<u>CAREER</u>	January 2013 - Present	Partner
	Fitch & Associates, LLC	Platte City, Mo.

September 2011 – January 2013 Fitch & Associates, LLS

Responsible for complex math modeling, system reviews and dispatch builds and reviews

Senior Consultant

Platte City, Mo.

Assist clients in EMS, Fire and Police with complex operational issues

November 2007 - August 2011	Chief Administrative Officer
Niagara Regional Police Service	St. Catharine, Canada

 Responsible for Human Resources, (350 civilian employees) Finance, (\$125 million operating budget and \$84 million capital budget) Information Management, Central Records, Information Technologies, Fleet, Facilities, Quartermasters, and Labor Relations

February- March 2007

Niagara EMS

1

Interim Director of Niagara Emergency Service Division Niagara Falls, Canada

 Responsible for EMS, Fire coordinator, CBRN (Chemical, Biological, Radiological, Nuclear), and Emergency Management

December 2004 - February 2007
Niagara EMS

Associate Director Emergency Medical Services Niagara Falls, Canada

- Created a new dispatch centre as a model for the province
- Integrated all the technology and implemented technology that is unique in the world
- Instituted a system of total management at front line supervisor level

August	: 2004 - December 2004	Interim Director Pre-hospital Services
Urgend	ces- Sante	Montreal, Quebec
-	Deenensible for a staff of 1 200 as well	as the goal and vision for the 2005 year

Responsible for a staff of 1,200 as well as the goal and vision for the 2005 year

2901Williamsburg Terr., Ste G Platte City, Missouri 64079

2001 -2004

Urgences- Sante

Deputy Director of Operations Pre-hospital services Montreal, Quebec

- Responsible for field operations, Communication centre, Scheduling department (\$63 million budget)
- Implemented specialized field operations including Tactical intervention medics, bike medics and marine medic programs
- Developed a CBRN protocol, CBRN intervention level 2 teams
- Deployed analysis for first response and advanced care tiered response.

May 2002 – September 2002 Urgences –Sante

Interim Director of Pre-hospital services Montreal, Quebec

- Executed mid year evaluation of 2002 performance
- Presented performance progress report to the Minister of Health and Social Services

1999-2001

Urgences-Sante

Manager of Inter facilities

Montreal, Quebec

- Responsible for inter facility transports
- Development and implementation of individual profiling tools

1990-1999	Part Time EMT
Urgences-Sante	Montreal, Quebec

EDUCATION

 Aspen University; Denver, Colo.	2010
Masters in Business Administration - Summa Cum Laude	
Inducted as a life member to the Delta Epsilon Tau Society	
Tulane University, Freeman Business School; New Orleans, La.	
Masters Certificate in Business Administration	2007
Advance management Strategy certificate	2006
Certificate in Business essentials II	2006
Certificate in Business essentials I	2006
Continuing education; Montreal, Canada	2002
Effective Leadership Training	
Group Management seminar	
Effective communication skills	
Ahunsic College; Montreal, Canada	1996
Prehospital Trauma Life Support (Basic and Advanced)	
Emergency crisis management	
Concordia University; Montreal, Canada	1990 - 1994
Bachelor of Science, Management of information systems	(incomplete)
Minor in Political Science (incomplete)	

Ahunsic College; Montreal, Canada Ambulance Technicien	1989-1990
Dawson College; Montreal, Canada DEC social science	1987-1989
AL MEMBERSHIPS	

PROFESSIONAL MEMBERSHIPS

APCO (Association of Public-Safety Communications Officials) InternationalAPCO CanadaAPPQ Association Proffessionelle des Paramedics du Quebec

Steven G. Knight, PhD. Senior Associate, Fitch & Associates

2901Williamsburg Terr, Ste G Platte City, Missouri 64079

SUMMARY Dr. Knight has nearly 25 years of experience and recently retired as the Assistant Fire/EMS Chief for the City of St. Petersburg, Florida. He is a subject matter expert for both the National Fire Academy and the Center for Public Safety Excellence. He has also served as a team leader and assessor for the Commission on Fire Accreditation International and has held multiple faculty appointments in Fire Science and EMS. Dr. Knight previously served the International City and County Management Association (ICMA), as the Senior Manager for Fire and EMS.

<u>CAREER</u> Present Senior Associate

Fitch & Associates, LLC Platte City, Mo.

- Provides consulting and turnkey management services to a wide variety of public safety, healthcare, government, and business organizations.
- Designs and implements programs enhancing effectiveness; improving productivity; and maximizing potential for organizations and individuals.
- Serves as an information resource for the professional associations.
- Conducts the management certification programs for the National Academies of Emergency Dispatch and the American Ambulance Association.

1996-2013 Assistant Fire Chief

St. Petersburg Fire & Rescue Florida

- Managed metro-sized emergency service agency including fire suppression, fire prevention, public education, community risk reduction, emergency medical services, training, hazardous materials, technical rescue, urban search and rescue, marine rescue, emergency management, and response to natural and man-made disasters.
- Managed over 300 employees during a continuous 24/7 deployment with a \$45 million dollar budget.

1992-1996 Firefighter/Paramedic

South Pasadena Fire Department Florida

 Responded to requests for emergency service for fire suppression, emergency medical services, and fire prevention activities.

2008 Subject Matter Expert

National Fire Academy

Planning and Information Management Program

2010-Present Technical Advisor

Center for Public Safety Excellence

 Provide consulting services for the accreditation process and assist in the development of agency specific community-based strategic planning while representing the Center for Public Safety Excellence.

2005-Present Team Leader/Peer Assessor

Commission on Fire Accreditation International

- Lead accreditation teams on site-visits for candidate agencies and present findings to the Commission. Participated with the following agencies:
 - Aurora, Colorado
 - Salem, Oregon
 - Charlotte, North Carolina
 - Plano, Texas
 - Montgomery County, Maryland
 - Newport News, Virginia
 - Anchorage, Alaska
 - Cobb County, Georgia
 - Las Vegas, Nevada
 - Henderson, Nevada
 - Honolulu, Hawaii
 - Regina, SK, Canada
 - Overland Park, KS

2012-2014 Senior Manager, Fire & EMS

International City/County Management Association

- Provide project management and consulting services for fire and emergency medical services
 - St. Louis, MO (Fire/EMS)
 - Greenville, NC (Fire/EMS)
 - Johnson City, TN (Fire)
 - Washington County, TN (EMS)
 - Mankato, MN (Combination Fire)
 - Ontario, OR (Combination Fire)
 - Grants Pass, OR (Fire/Law Enforcement)
 - East Brunswick, NJ (EMS/Volunteer Fire Districts)
 - Prescott, AZ (Fire)
 - Long Beach, NY (Combination Fire/EMS)

1998-2013Adjunct Instructor – Fire Science and Public Safety Administration ProgramSt. Petersburg College and State College of Florida

Curriculum development, overall course management, and grading

2006-2007 Program Director – Emergency Medical Services

Manatee Technical Institute

 Developed all curriculum, course structure, schedules, faculty hiring and development, and maintenance of accreditation.

•

Summa Cum Laude

AWARDS AND PROFESSIONAL RECOGNITIONS

 Executive Fire Officer Program (EFO) by the National Fire Academy/United Sates Fire Administration/Federal Emergency Management Agency – 2008

Emergency Management Agency – 2007

 A. Don Manno Award for Excellence in Research by the National Society for Executive Fire Officers -2007

Chief Fire Officer Designation (CFO) by the Center for Public Safety Excellence – 2008

Outstanding Research Award by the National Fire Academy/United States Fire Administration/Federal

Fire Office of the Year presented by St. Petersburg Fire & Rescue - 2009

PRESENTATIONS

- "Setting Organizational Policy: What drives your fire ground, science or tradition?" Presented at the Firehouse World Expo, San Diego, CA (January 2015)
- "Fire Department Imagery: What are we selling?" Presented at the Firehouse World Expo, San Diego, CA (January 2015)

1999-2010 Instructor – Minimum Standards and Continuing Education Training

Pinellas County School Board

Developed syllabi, overall course structure, and administered all grades.

Affiliate Faculty College of Medicine 2013-Present

University of Central Florida College of Medicine

Mentor medical students conducting research in the pre-hospital environment

Faculty for Executive Fire Officer Program – USFA/NFA 2013-Present National Fire Academy

Faculty for Executive Leadership and Executive Development

EDUCATION

University of South Florida, Tampa FL 2012 Ph.D. in Curriculum & Instruction in Adult Education Cognate in Research and Measurement Dissertation: "An Examination of Self-Directed Learning Readiness in Executive-Level Fire Officers"

Troy State University, Troy, AL	2000
M.P.A. in Public Administration	
4.0 GPA	
University of Cincinnati, Cincinnati, OH,	1998
B.S. Fire & Safety Engineering Technology	

- "Setting Organizational Policy: What drives your fire ground, science or tradition?" Presented at the Nevada Fire Chiefs Association's Reno Fire Show, Reno, NV (October 2014)
- "Fire Department Imagery: What are we selling?" Presented at the Nevada Fire Chiefs Association's Reno Fire Show, Reno, NV (October 2014)
- "Leading from the Middle" Presented at Nevada Fire Chiefs Association's Reno Fire Show, Reno, NV (October 2014)
- "How the Fire Department Needs to Evolve: Expectations from City/County Government." Presented at the Pinnacle Conference, Scottsdale, AZ (July 2014)
- "Setting Organizational Policy: What drives your fire ground, science or tradition?" Presented at the Texas Fire Chiefs Association's Conference, San Antonio, TX (February 2014)
- "In Search of a Culture of Safety: An Exploration in Decision Making" Presented at the Florida Fire Chiefs Association's Fire Rescue East Conference, Dayton Beach, FL (January 2014)
- "In Search of a Culture of Safety: An Exploration in Decision Making" Presented at the Florida Fire Chiefs Association's Health and Safety Conference, Orlando, FL (October 2013)
- "Leading with Vision and Purpose" Presented at the International Association of Fire Chief's Fire Rescue International Conference, Chicago, IL (August 2013)
- "Setting Organizational Policy: What drives your fire ground, science or tradition?" Presented at the International Association of Fire Chief's Fire Rescue International Conference, Chicago, IL (August 2013)
- "Leading with Vision and Purpose" Presented at the Florida Fire Chief's Association's Executive Development Conference, Key West, FL (July 2013)
- "Setting Organizational Policy: What drives your fire ground, science or tradition?" Presented at the Florida Fire Chief's Association's Executive Development Conference, Key West, FL (July 2013)
- "An Examination of Self-Directed Learning Readiness in Executive-Level Fire Officers" Selected to present at the 2013 International Symposium for Self-Directed Learning, Cocoa Beach, FL (February 2013)
- "Leading with Vision and Purpose: How does agency and personal accreditation assist us?" Presented at the Center for Public Safety Excellence's 2013 Excellence Conference, Henderson, NV (March 2013)
- "Leading from the Middle" Presented at Fire Rescue East Conference, Daytona Beach, FL (January 2013)
- "Fireground Tactics: What Does Science Tell Us About Tradition?" Presented at the Florida Fire Chiefs Associations' Safety & Health Conference, Orlando, FL (December 2012)
- "Leading from the Middle: The 360 Degree Accreditation Manager" Presented at the Center for Public Safety Excellence's Excellence Conference, Las Vegas, NV (March 2012)
- "Rank Leadership" Presented at the Florida Fire Chiefs Association's Executive Development Conference, Marco Island, FL (July 2011)
- "Leading from the Middle: The 360 Degree Accreditation Manager" Presented at the Center for Public Safety Excellence's Conference, Orlando FL (March 2011)
- "Help Me, Help Me Not: A Practical Use of the LAP Instrument" Presented at the International Self-Directed Learning Symposium, Cocoa Beach, FL (February 2010)
- "Sink or Swim: Is St. Petersburg Fire & Rescue Doing Enough to Prevent Drowning" Presented at the National Fire Academy EFO Graduate Symposium, Emmitsburg, MD (May 2008)
- "Socio-Economic and Demographic Factors and the Use of the EMS System" Selected to present at the American Society of Public Administration's Southeastern Conference, Atlanta, GA (circa 2003)

RECENT PROFESSIONAL DEVELOPMENT -

- ICMA's "Asking your Police and Fire Chiefs the Right Questions to Get the Right Answers"
- Leadership Development Program with the Center for Creative Leadership
- Leadership St. Pete
- Executive Fire Officer Program with the National Fire Academy
- Executive Fire Officer's Graduate Symposium
- Florida Fire Chiefs Association's Executive Development Conference
- Center for Public Safety Excellence's Excellence Conference
- National Society of Executive Fire Officer's Polishing the Gold Conference
- International Association of Fire Chief's Fire Rescue International Conference
- Florida Fire Chiefs Association's Health and Safety Conference
- Florida Fire Chiefs Association's Fire Rescue East

COMPUTER PROFICIENCY -

- Microsoft Operating System
- Microsoft Office Suite: Word, PowerPoint, Excel, Outlook
- Learning Management Systems: Blackboard, WebCT, Angel
- PASW (previously SPSS) Statistical Software for Social Sciences
- Survey monkey survey building tool

MEMBERSHIPS -

- America Society of Public Administrators Council Member for Suncoast Chapter (Emergency Management, Public Administration, and Research sections)
- International Association of Fire Chiefs
- National Society of Executive Fire Officers
- Florida Fire Chiefs Association
- Advisory Board Member for St. Petersburg College's Emergency Management Program
- Florida Association Fire Service Instructors
- Florida Fire Chiefs EMS Chief Section
- Florida Fire Chiefs Executive Fire Officer Section Regional Representative
- Southeastern Association of Fire Chiefs
- Pinellas County Emergency Medical Services Advisory Committee
- International Association of Fire Fighters

19421 NORMANDALE ROAD · PRIOR LAKE, MINNESOTA 55372 PHONE 952-447-5045 EMAIL bjjungmann@gmail.com

BERNARD (BJ) JUNGMANN

PROFESSIONAL EXPERIENCE

February 2011 – Present Fire Chief	Burnsville Fire Department	Burnsville, MN
September 2016 – Present Guest Lecturer/Public Safety	5	Saint Paul, MN
April 2002 – Present Adjunct Faculty/Clinical Labo		White Bear Lake, MN
March 2008 – February 2011 Assistant Fire Chief/EMS	Maplewood Fire Department	Maplewood, MN
July 2006 – March 2008 Fire Fighter/Paramedic	Burnsville Fire Department	Burnsville, MN
February 2000 – March 2011 Captain/Paramedic	Oakdale Fire Department	Oakdale, MN
April 2002 – April 2008 Paramedic	Lakeview Hospital	Stillwater, MN

EDUCATION

September 2015 – Present National Fire Academy Currently enrolled in the Executive Fire Officer Program	Emmitsburg, MD
September 2011 – August 2013 Hamline University Masters in Public Administration Public Safety Certificate Leadership Communication Certificate	Saint Paul, MN
July 2008 – November 2010 American Military University Bachelor of Science Degree in Fire Science Management	Charles Town, WV
December 2001 – June 2006 Century College Associates in Applied Science Paramedic Technology Degree	White Bear Lake, MN
2004 – June 2008American Military UniversityAssociate of Arts General Studies with an emphasis on Fire Science	Charles Town, WV
August 2000 – December 2001 Century College Paramedic Technology Diploma	White Bear Lake, MN

COLLABORATIVE POSITITIONS HELD

Local Government Information Systems (LOGIS) Fire Steering Committee Chair CAD Selection Committee Member

Dakota County Communications Center (DCC) Fire/EMS Operations Committee Chair Joint Operations Committee Co-Chair

Metropolitan Emergency Services Board (MESB) EMS Technical Operating Committee Member Emergency Preparedness Sub-committee Previous Co-Chair EMSMACC Member EMS Strike Team Leader

Minnesota State Fire Chiefs Association EMS Committee Vice-Chair Legislative Committee Chair FAST Team Member

Minnesota Ambulance Association Legislative Committee Member

Dakota County EMS EMS Council Member

Minnesota Type 3 Incident Management Team Team Member

COMMUNITY INVOLVEMENT

Burnsville Breakfast Rotary Club

Burnsville Yellow Ribbon

Rotarian President 2016-2017 Secretary 2014-2015

December 2011 - Present

September 2011 – Present Steering Committee Member

July 2013 – Present Community Board Member Burnsville YMCA Community Board

April 2008 – Present Century College EMS and Public Safety Advisory Committee Member

PUBLISHED ACCOMPLISHMENTS

February 2016 Minnesota Fire Chiefs Electronic Magazine Fire Service Day at the Capital Article January 2016 Minnesota Fire Chiefs Magazine Legislative Update Article Content Expert Reviewer for 2nd edition of Jones and Bartlett Fundamentals of Fire Fighter Skills Content Expert Reviewer for Jones and Bartlett Crew Resource Management

200 2nd Avenue South, Suite #431 Saint Petersburg, Florida 33701 (727) 580-0279 bmoeller@juncturegroup.com

ACADEMIC DEGREES:

2001 **Doctor of Philosophy**, Florida Atlantic University; College of Architecture, Urban and Public Affairs; School of Public Administration. Major: Public Administration.

1990 Master of Arts in Public Administration, Department of Public Administration; Northern Illinois University.

1986 Bachelor of Arts, Concentration: Fire Administration, Western Illinois University.

EMPLOYMENT HISTORY:

Professional Experience

2012 Chief of Staff / Assistant County Administrator

to Pinellas County, Florida

2015

- Held a number of leadership positions largely related to public safety before serving as Chief of Staff
- Served as part of the County's Senior Management Team in an urban county of almost 1 million population.
- Primary areas of responsibility include EMS and Fire Administration; Regional 9-1-1; Emergency Management; Ambulance Billing & Financial Services; Animal Services; Justice & Consumer Services; Human Services and Radio & Technology.
- Significant public policy role collaborating with municipal and county leaders.
- 2008 City Manager
 - City of Sunrise, Florida
- to 2012
 - Chief Administrative Officer of a culturally diverse, full service community (approx. pop. 90,000) in South Florida. The City of Sunrise operated with a \$439 million budget and a workforce of approximately 1,200 employees. Responsible to a five-member Commission for all facets of municipal administration, the city manager is directly responsible for negotiating with employee unions, is the appointing authority for personnel, and prepares the annual budget. Services include: community & economic development, fire, police, public works, utilities (serving a total population of 220,000), purchasing, finance, information technology, emergency management and leisure services.

- Located in western Broward County, the City was the state's second largest tourist attraction, Sawgrass Mills Mall, which drew over 25 million visitors a year. Also making its home in Sunrise is the 20,000+ seat Bank Atlantic Center, home of the NHL's Florida Panthers.
- The City consistently experienced growth in office and commercial development. Many major corporations relocated to the City and the community was a leading destination for economic development in the metropolitan area.

1977 Public Safety Background

to Sunrise, Florida; Broward County, Florida; Naperville, Illinois; Wilmette, Illinois; LakeForest, Illinois

A strong public safety background spanning several decades. Initially entered public service as a police officer for several years before entering the fire service. Served in entry-level positions in both disciplines prior to advancing in the fire service. Functioned in increasingly responsible roles, both as a line officer and administrative staff. Served for over 15 years as a fire chief, with experience in large, urban metropolitan-sized agencies and suburban departments. Managed fire suppression, fire prevention, paramedic programs, hazardous material responses, search & rescue teams, 9-1-1 communications and a full array of emergency management functions. Specific experience and last working title include:

•	Fire Chief - Sunrise Fire Rescue - Sunrise, Florida	1997-2008
•	Director / Fire Chief - Broward County – Fort Lauderdale, Florida	1990-1997
•	Fire Captain – Naperville Fire Department – Naperville, Illinois	1982-1990
•	Firefighter / Paramedic – Wilmette Fire Department – Wilmette, Illinois	1979-1982
•	Police Officer – Lake Forest Police Department – Lake Forest, Illinois	1977-1979

University Teaching Experience

2015 Adjunct Lecturer Fire and Emergency Services Program University of Florida Gainesville, Florida

2014	Adjunct Instructor School of Public Affairs University of South Florida Tampa, Florida
2001 to 2011	Adjunct Instructor School of Public Administration Florida Atlantic University Boca Raton, Florida
1998 to 1999	Adjunct Instructor Department of Professional Management Saint Thomas University Miami, Florida

Dr. Moeller has taught at both the graduate and undergraduate level. Courses taught include the following:

PAD 4884: Introduction to Terrorism for Emergency Managers (University of Florida)

The goal of this course is to provide students with a general knowledge about terrorism in our world and the methods used for counterterrorism.

PAD 6934 – Performance Management (University of South Florida)

Performance management involves both science (drawn largely from the field of statistics, business and performance *measurement*) and art (derived in part from organizational behavior and theory). While the theoretical underpinnings are important, this course will emphasize performance management in its practical application.

PAD 6807 – Local Government Administration (Florida Atlantic University)

Examines the various dimensions of local government administration, including methods for improved service delivery. Major areas include the purpose and use of performance measurement in local government; establishing organizational priorities through strategic planning; and implementing change in local government by applying techniques of change management.

PAD 4933 – Capstone Seminar in Public Management (Florida Atlantic University)

An integration of theories and skills in the development of practical strategies designed to help address public problems. The course provides an opportunity to integrate and apply prior learning in order to actually improve public organizations.

PAD 4426 – Public Sector Labor Relations (Florida Atlantic University)

An examination of the historical development in labor relations and collective bargaining for the public sector. Examines the impact of public employee unions on public personnel administration.

FES 3003 – Fire and Emergency Services Public Policy (Florida Atlantic University) Exposes students to the many facets of policy making and implementation issues in fire and emergency services, including the legal foundations from which agencies operate. Emphasis is placed on the politics of administration.

MAN 701 – Organizational Design and Theory (St. Thomas University)

A course that views organizations from a macro perspective including the domestic and global environment. Both size and technology were explored in determining the structure and processes of organizations while providing students with 'diagnostic skills' needed to effectively manage complex organizations.

PUBLICATIONS & PRESENTATIONS

Moeller B. & Knight, S. (2015, Forthcoming). Critical Questions Every Fire/EMS Chief Should Ask Their City/County Manager. Fire Rescue International. Atlanta, GA.

Moeller, B. Knight, S. & Sheridan, T. (2015, Forthcoming) How to Use 'Fire Freakonomics' to Transform Your Department. Pinnacle, Jacksonville, FL.

Moeller, B. (2015). Political Side of Apparatus Purchasing. FDSOA 27th Annual Apparatus Specification & Vehicle Maintenance Symposium. Orlando, FL.

Moeller, B. (2014). Making Fire Departments Think: Organizational Situational Awareness. Fire Rescue International. Dallas, TX.

Fuentes, G., Knight, S., Moeller B., & Sommers, S. (2014). How the Fire Service Needs to Evolve: Expectations from City & County Government. Pinnacle . Scottsdale, AZ.

Fuentes, G. & Moeller, B. (2014). I Don't Have enough Money – Now What? Pinnacle. Scottsdale, AZ

Moeller B. & Paulison R. (2014). Informed Decision-Making in Real Time. Metropolitan Fire Chiefs Conference. Baltimore, MD.

Moeller, B. (2014). Think. In Goldfeder, B. (Ed.) Pass It On. Tulsa, OK. PennWell.

Moeller, B. (2014). The Role of the Emergency Operations Center. <u>FireRescue</u> – February.

Moeller, B. (2013). P4 – Positive Performance for Politicians & Public. Fire Rescue International. Chicago, IL.

Moeller, B. (2012). Leading Agencies During Periods of Economic Decline. Fire Rescue International. Denver, CO.

Moeller, B. & Krakeel, J. (2012) Using EMS Dollars Wisely. Fire-Rescue Med. Las Vegas, NV.

Moeller, B. (2012). Financial Management. In Jennings, C. & Thiel, A. (Eds.), <u>Managing Fire and</u> <u>Rescue Services.</u> Washington, DC: International City County Management Association. Moeller, B. (2011). Ten Things Your Boss is Talking About – And You Don't Know. Fire-Rescue International. Atlanta, GA

Moeller, B. (2011). Leading Agencies During Periods of Economic Decline. International Association of Chiefs of Police. Chicago, IL.

Moeller, B. & Nagaraj, R. (2011). Meaningful National Fire Service Data. Metropolitan Fire Chiefs Conference. Charlotte, NC.

Moeller, B. (2010). Lions, Tigers and Bears: Following the Political Yellow Brick Road. Fire-Rescue International – 2010. Chicago, IL.

Moeller, B. (2009). Managing the Manager: Getting What You Want By Giving the Manager What They Want. Fire-Rescue International – 2009. Dallas, TX.

Moeller, B.; Thompson, S.; and Dorsett, A. (2009). The Fire Chief's Role in Tough Times. Florida Fire Chiefs Annual Meeting and Development Conference. Fort Lauderdale, Florida.

Moeller, B. (2009). Issues in Emergency Services. Public Management, 91 (1) 12-15.

Moeller, B.; Dickerhoff, K.; Cohen A. and Cole, H. (2008). Vulnerable Population Registry in Broward County. 22nd Annual Governor's Hurricane Conference. Fort Lauderdale, Florida.

Moeller, B. (2008). National Incident Management System (NIMS): Keeping your disaster from becoming a disaster. In Pinkwoski, J. (Ed.), <u>Handbook of Disaster Management</u>. Boca Raton, Florida: Taylor & Francis.

Moeller, B. (2008). Lies, Damn Lies, and Statistics. Fire-Rescue International - 2008. Denver, Colorado.

Moeller, B. (2007). Keeping Your Disaster from Becoming a Disaster: Establishing and Maintaining Situational Awareness. Fire-Rescue International - 2007. Atlanta, Georgia.

Moeller, B. (2007). Are You Prepared for the Politics? Southeastern Association of Fire Chiefs 79th Annual Conference. Daytona Beach, Florida.

Moeller, B. (2007). Implementing Change While Avoiding the Chaos – Essential Ingredients of Leadership. Fire-Rescue Med - 2007. Las Vegas, Nevada.

Moeller, B. (2007). Answering Big Questions in the Fire Service. <u>International Fire Service Journal of</u> <u>Leadership and Management</u>, 1 (2), 11-16.

Moeller, B. and Mikel R. (2006). Strategies for Success: Getting Your Ideas on the Political Agenda. Fire-Rescue International - 2006. Dallas, Texas.

Moeller, B. (2006). Leaders Do Not Stand Still. On Scene. 20 (11), 6.

Moeller, B. (2006). Leading Change: The Process of Leadership. Florida Fire Service, 14 (3), 7.

Moeller, B. (2005). Apples to Apples. Fire Chief, 49 (8), 82 – 90.

Moeller, B. (2004). Strategies for Success: Managing the Chaos of Change. Fire-Rescue International - 2004. New Orleans, Louisiana.

Moeller, B. (2004). Obstacles to Measuring EMS Performance. <u>EMS Management Journal</u>, 1 (2), 8-15.

Moeller, B. (2002). Benchmark Challenge. Fire Chief, 46 (8), 88-90.

Moeller, B. (2002). Research in the Development of Deployment Standards: Why Can't We Answer 'Big Questions' in the Fire Service. IFE Fire Service Deployment Conference. Indianapolis, IN.

Moeller, B. (2001). Problems of Measuring Performance in the Fire Service: Do We Really Want to Improve or Simply Claim We Have? Deccan Conference. San Diego, CA.

Moeller, B. (1985). Medical Effects of Wearing Self-Contained Breathing Apparatus. <u>Fire</u> Engineering, 138 (10), 43-51.

PUBLIC & PROFESSIONAL SERVICE:

Chair, Patient Protection and Affordable Care Act Task Force of the International Association of Fire Chiefs (2013 – 2015)

Member, Editorial Board of FireRescue Magazine (2012-Present).

Member, ICMA Governmental Affairs & Policy Committee (2010-2012)

Member, FCCMA Disaster Preparedness Committee (2010-2012)

Member, Editorial Board of the International Fire Service Journal of Leadership and Management (2008 – Present).

Member, Board of Directors of the International Fire Service Research Center and Policy Institute (2007 – Present).

Member, University of Florida Advisory Board for Fire and Emergency Services Bachelor's Program (2008 – 2009).

Director at Large, EMS Section of the International Association of Fire Chiefs (2006 – 2008)

Member, National Centers Task Force of the International Association of Fire Chiefs (2006 – 2007)

Member, National Fire Protection Association Technical Committee on Incident Management Professional Qualifications (2006 – Present) Member, Professional Development Committee of the International Association of Fire Chiefs (2002 – 2007)

Member, EMS Workforce Taskforce of the National Registry of Emergency Medical Technicians (2005 – 2006)

Editorial Board for <u>Fundamentals of Fire Fighter Skills.</u> Jones and Bartlett Publishers: Sudbury, MA. (2004).

President, Fire Chiefs Association of Broward County (2002 – 2004).

Member, National Fire Protection Association Subcommittee on Self-Contained Breathing Apparatus. Responsible for NFPA 1981. (1990-1992).

Member, Broward County Regional Emergency Medical Services Council, (1992- 1997)

PROFESSIONAL MEMBERSHIPS AND HONORS:

International City County Management Association Florida City County Management Association Meritorious Service Award – IAFC Emergency Medical Services Section International Association of Chiefs of Police International Association of Fire Chiefs National Fire Protection Association Metropolitan (Metro) Fire Chiefs Florida Fire Chief's Association American Society for Public Administration Pi Alpha Alpha, National Honor Society for Public Affairs and Administration Chief Fire Officer Designation – Commission on Fire Accreditation International (CFO) Nationally Registered Emergency Medical Technician – Paramedic (NREMT-P) Fellow - Institution of Fire Engineers (FIFireE) Certified Public Pension Trustee – Florida Public Pension Trustees Association (CPPT)

Updated: July 2015

DIANNE G. WRIGHT, MPA SENIOR CONSULTANT — FITCH & ASSOCIATES, LLC

Unique Qualifications

Expertise performing financial and operational reviews for public safety organizations 30+ years executive and consulting experience with county and municipal agencies

Senior Consulting Experience

Financial reviews and service funding options development —

Emergency medical service providers including fire departments, city service providers, hospitals, for-profit and volunteer agencies, 1998 to Present.

Financial and operational pre-due diligence valuations -

Non-profit and for-profit ambulance services seeking purchase or sell, 1998 to Present.

Miami Urban Area Security Initiative (UASI) grant project management -

Overseeing project plans, jurisdictional budgets, procedures and administration tasks associated with the multi-year, multi-million-dollar project, 2003 to 2009.

Governor's Financial Crisis Oversight Board staff -

Overseeing City of Miami contracts and budget reviews, 1998 to 2003.

Incorporation and initial budget development -

Develop financial basis, first and second year budgets and service transition negotiations for the Town of Miami Lakes, Florida, 2000 to 2001.

Incorporation and initial budget development -

Develop financial basis, first and second year budgets and service transition negotiations for the Town of Cutler Bay, Florida, 2005.

Employment Positions – Miami-Dade County, FL

Assistant Director, Fire Rescue Department, 1987 to 1998. Finance Division Chief, Public Works Department, 1984 to 1987. Budget Analyst, Office of Management and Budget, 1979 to 1984.

Competencies

- Government Budget/Finance
- Project Management
- Technical Writing

- Education
- M.P.A. Public Administration
- B.S. Environmental Technology
- B.S. Housing and Design

GANG WANG, Ph.D.

17170 SW 49th PL, Miramar FL 33027

SUMMARY

Studied more than sixty emergency services operations using data-driven techniques to determine the most efficient organizational structures to provide public safety services. Ability to effectively lead teams through complex issues and deliver results to meet project timeline. Excellent and experienced communicator in creating and delivering senior management presentations.

PROFESSIONAL EXPERIENCEF

Fitch & Associates, Senior Associate

Primarily responsible for collecting, processing and analyzing data, and writing and presenting findings internally and externally.

Center for Public Safety Management (CPSM), Senior Manager

International City/County Management Association (ICMA), Senior Manager

Involved in all phases of projects including initial data collection, on-site interview, large-scale data processing, statistical analysis, creating data reports and final client presentation. Completed more than sixty public safety studies of fire and emergency medical services. The fire and EMS studies focus on analyzing fire department, emergency medical service (EMS) agency, and private ambulance service in terms of workload, deployment, and response time. The results are often used to make major budget decisions and operational process improvements. The studied cities and counties have covered the entire spectrum of size (from population of 10,000 to a million) and location (30 states). The studies face intense public scrutiny and discussion.

Ford Motor Company/Visteon Corporation, Consultant

- <u>Behavior Decision Making and Insights:</u> Designed and deployed engineering decision making surveys, interviewed Chinese and American automotive engineers to understand the cross-cultural differences in risk preferences, risk perceptions and risk attitudes.
- <u>Manufacturing Process Improvements</u>: Assessed manufacturing complexity levels of four Visteon plants. Developed a quantitative system to recommend cost effective methods of handling manufacturing complexity.
- <u>Product Portfolio Selection</u>: Investigated U.S. regional differences in customers' vehicle color preferences and developed an optimization model to select the best production portfolio of exterior color mix for any car model.
- *Investment in Focused Factory:* Interviewed key stakeholders and identified cost centers and activities. Developed a simulation based system to estimate the investment cost and associated uncertainty.
- <u>Supply Chain Sourcing Optimization</u>: Analyzed hundreds of product and component specifications. Developed web based IT system to implement the product development process and a set covering optimization model to select the most cost effective sourcing portfolio to meet a variety of product requirements.

EDUCATION

Ph.D. (08/08): Industrial Engineering, Wayne State University, Detroit, Michigan
 M.E. (08/03): Management Information System, Chongqing University, Chongqing, P.R. China
 Dual B.S. (08/00): Management Science, Industrial Design, Chongqing University, P.R. China

PUBLICATIONS

- Wang, G., R. B. Chinnam, I. Dogan, Y. Jia, M. Houston and J. Ockers. 2014. "Focused factories: a Bayesian framework for estimating non-product related investment." *International Journal of Production Research* 53 (13).
- Wang, G., B. Nepal, L. Monplaisir and S. Ponsock. 2011. "Integrated Framework for Component Variety Management: A Case Study." Integrated Journal of Services and Operations Management 10 (1) 74-93.
- Chelst, K., G. Wang. 2006. "Good Management: The Missing XYZ Variables of OR Texts." Perspectives in Operations Research: Papers in Honor of Saul Gass' 80th Birthday, College Park, Maryland.
- Song, Y., F. Liu, G. Wang and J. Miao. 2004. "A Reference Model of Information Exchange in Networked Manufacturing." *China Mechanical Engineering* 15 (16) 1458-1461.
- Wang, G. and J. Deng. 2002. "Two layered production pattern and its application technologies for mass customization", *Proceedings of the Tenth CUSMA Conference on Manufacturing Automation*, Cheng Du, China,

313-213-7658

2008 - 2015

2015 – Present

2003 - 2008

Brian McGrath

1287 Third Street, RR3, St Catharines, Ontario, Canada L2R 6P9 brianmcg@cadnorth.com http://www.cadnorth.com (905) 646-5172

Summary of Qualifications:

- 20+ years Information Systems management and development in the public safety industry
- 15+ years Business and Systems Analysis in public safety software development
- Exceptional ability at requirements capture, analysis and documentation •
- Fully conversant with all aspects of software product development and implementation life-cycle
- Experienced software developer of Public Safety Communications applications
- Excellent communications and interpersonal skills, comfortable at all organizational levels •
- Solid base of operational experience in Public Safety Communications

Computer Skills:

- Visual Studio 2010, Visual Studio 2008, Visual Basic 6.0, SQL Server, ADO, RDO, CA-Clipper 5.x, C
- TriTech Software Systems RAPTOR Integration with VisiCAD/InformCAD Product Suite •
- GIS Analysis, MS MapPoint integration, MapInfo, MapBasic, ESRI ArcEngine/NetEngine
- TCP/IP, Internet, Networking Administration
- Windows Server/Workstation Administration, Novell Netware
- MS Project, Visio, Word, Access, Excel, Outlook, PowerPoint

Professional Experience:

CAD North Inc. **Co-Founder/President** Providing business analysis, project management and software development services to the Public Safety industry

VB/SQL Systems Development

Develop and market an automatic intelligent E911 pre-alert system (HeadStart911) that integrates seamlessly with VisiCAD, advising the dispatcher of caller location and paging the closest available paramedic unit based on realtime analysis of unit availability and street-level routing calculations. Reduces internal call processing times and dramatically improves emergency response times.

Custom Software Design and Development

Develop custom CAD-integrated solutions based on analysis of client systems and operational needs. Conduct business analysis and functional requirements capture based on Public Safety industry best practices.

Geospatial Analysis and EMS System Design

Provide consulting services and analysis related to High Performance Emergency Medical Services. Develop System Status Plans based on geospatial and temporal analysis of emergency incident data.

Manager, CAD and EMS Infrastructure

Regional Municipality of Niagara

Manage day to day support and ongoing development, testing and implementation for the VisiCAD computer-aided dispatch system at Niagara Ambulance Communication Service. Supervise technical staff of contract programmer and data analyst. Develop new applications and interfaces to support the Communications operations.

Sept 2005 - Present

June 2005 - June 2007

Brimac Systems Inc. Founder/President

Providing business analysis, project management and software development services to the Public Safety industry

VB/SQL Systems Development

Develop and market a Real-Time Adaptive Training Simulator that interfaces with the VisiCAD Command dispatch system to provide an adaptive and compellingly realistic training environment for initial, recurrent and disaster simulation dispatch training. Simulator integrates with VisiCAD, creating incidents and generating AVL updated vehicle locations based on routing calculations, calculates vehicle status changes and generates audio radio messages based on user-defined scripts and scenarios.

Client: Ontario Ministry of Health

Project Lead – VisiCAD Implementation

Determine, implement and test optimum VisiCAD configuration for Niagara Ambulance Communication Service. Implementation includes ProQA integration, AVL, mobile data and status reporting, Paging, FirstWatch, Bradshaw MARVLIS Suite. Develop and execute acceptance test plans. Develop and maintain project plan and related project documentation.

Client: University of Toronto, Mechanical and Industrial Engineering VB/SQL Systems Developer

Develop a custom real-time and historic fleet performance display system integrated with the TriTech VisiCAD Computer Aided Dispatching System. Displays most recent incident performance by priority, monitors performance of ongoing responses, current and historic fleet utilization statistics.

Client: TriTech Software Systems,

Business Analyst

Work closely with TriTech's Police, Fire and EMS clients and Project Managers to define and implement software and interface configurations that meet the Client's expectations of the VisiCAD mission critical resource deployment system capabilities. Determine and document client-specific product enhancement and interface requirements.

- Communicate effectively with all levels of the Client, Prime Contractor and Subcontractors to clearly define and document functional requirements, use cases and test cases.
- Analyze Client's operational model and information requirements and determine optimum system configuration.
- Travel extensively to facilitate on-site requirements capture workshops with domain experts and perform • system analysis
- Develop complete functional and technical requirements including User Interface prototypes, use cases, test cases, domain and data models, interfaces to other Vendor systems such as mobile data, radio, automatic vehicle locating (AVL), E911, criminal justice records check, records management systems, automated paging, CAD-to-CAD
- Develop and execute Acceptance Test Plans based on documented business and functional requirements.

Toronto Ambulance Service

Manager, Communications Systems

Lead a team of eight programmers, network administrators and system support specialists as they manage the Computer Aided Dispatch System and Business Information Networks. Full responsibility for:

- Determining business and system IT requirements for all levels of the department
- Developing functional specifications for new systems and system modifications •
- Setting system development priorities and timetables .
- Identifying and managing resource needs and critical path issues
- Coordinating with Training and Operations to ensure systems and enhancements are brought online smoothly and on schedule
- Reviewing implementations with client users to determine subsequent refinements
- Administrative and Mission-Critical CAD network administration and security.

1999 - June 2005

2002 - 2003

2004 – June 2005

1999 - 2004

1981 - 1999 1995 - 1999

Highlights:

- Developed Functional Specification Documents and Request for Proposal document for replacement Computer Aided Dispatch (CAD) system for Toronto Ambulance
- Evaluated bids for replacement CAD system and advised Senior Staff during the selection of preferred vendor
- Reviewed and approved Interface Functional Specification Documents relating to Automatic Vehicle Locating, Paging, E911/ANI/ALI, Hospital Emergency Room Status, Vehicle Status Messaging and the Radio/Telephone System
- Project Manager for the implementation of TriTech Software Systems CAD replacement for Toronto Ambulance Service
- Developed and integrated an AVL Display system with the existing CAD System. Displayed Incident and Unit locations in real time.

Coordinator, Information Applications Group

With a staff of three, developed network access to real-time analysis of CAD information and summary databases.

- Conduct statistical analysis of system performance based on data from CAD system •
- Develop real time statistical and decision support applications •
- Develop functional specifications for CAD system enhancements •
- Project management related to Communications Centre

Highlights:

- Developed a Gateway Server application to mirror CAD active incidents on the administration network to support programs that provided detailed real-time information and analysis without impacting the production CAD system.
- Designed and implemented a real-time Quality Assurance Paging system using mirrored CAD data to • provide reporting on operational performance exceptions and monitoring of response time and System Status Plan compliance.
- Designed/developed real-time System Status Plan display system for in-house CAD.
- Planned/managed relocation of the 800+ calls/day Communications Centre to new facilities

Communications Supervisor, Quality Assurance

Monitored operational performance of Dispatchers and operational dispatch processes.

- Review Operational Performance and develop proposals for modifications to procedures to ensure that performance results kept pace with performance goals.
- Develop the functional specifications for CAD system enhancements. Ensure that the CAD software project team clearly understands operational requirements. Oversee the testing and release of new versions of CAD software.

Senior Dispatcher, CAD Training

- Trained dispatchers in the operation of the Computer Aided Dispatch system
- Assisted in the development and presentation of CAD related training material
- Provided technical and operational support for CAD system after go-live

Dispatcher

- Received E911 requests for Ambulance Service from the public in both Emergency and Non-emergency • situations
- Triaged emergency calls based on Medical Priority •
- Assign and track ambulance resources to emergency and non-emergency incidents
- Managed Fleet deployment to ensure rapid response to all incidents and requests for service •

References:

Available upon request

1984 - 1985

1985 - 1990

1981 - 1984

1990 - 1995



www.fitchassoc.com

City of Sheboygan, WI FD Operational and Structure Review

© Fitch & Associates, LLC 10 November 2016 Sheboygan spirit on the lake.

July 25, 2016

The excel spreadsheet below contains comparison information with the two Wisconsin cities above us in population and the two cities below us in population.

	Wes	t Allis	LaCrosse	Sheboygan		Wauwatosa	Fond Du Lac
Fire Stations		3			5	3	3
Staffing Total		110	93	69	.5	99	67
Response Times		4M 2S	4M 20	4M 3	55	4M 49S	5M 45S
Total Calls		8,216	5,509	5,03	34	7,005	6,300
Minimum Staffing Shift		23	24		16	25	17
Members per Apparatus		4		3	/2	4	3/2
Assigned Staffing Shift		33	28		21	31	21
2013 Population		60,697	51,522	48,72	25	47,134	42,970
Squares Miles		11.41	22.54	14.:	11	13.25	20.11
Apparatus		8			8	. 8	7
City Classification	1	2			2	2	2
Ambulance Service		Yes	No	y Y	es	Yes	Yes
Budget	\$	12.850	\$ 8.780	\$ 7.99	1	\$ 12.876	\$ 8.441
Command Staff		10		3	6	13	11

Sincerely,

Michael T. Romas Fire Chief SHEBOYGAN FIRE DEPARTMENT

SHEBOYGAN FIRE DEPARTMENT

1326 N. 25TH ST. SHEBOYGAN, WI 53081

920/459-3327 FAX 920/459-0209



Gen. Ord. No. <u>- 17 - 18</u>. By Alderpersons Donohue, Bohren, Wolf, Rindfleisch and Ross. September 5, 2017.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to amend a position in the Department of Public Works, Engineering Division, in the Department of Public Works 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.6. of section 82-33 of the supplement to the Code on file in the city clerk's office is amended is amended as follows:

Class Title	Class	NO. of
	Grade	Employees

B. DEPARTMENT OF PUBLIC WORKS

DELETE:

6.	Engineering Division GIS Project Technician	06	01
ADI	D:		
6.	Engineering Division GIS Project Specialist	08	01

Liesoour

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.

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:	GIS / Project Specialist	Department:	Departmer	nt of Public V	Vorks
Date Issue:	August 28, 2017	Reports To:	City Engine	er	
FLSA Classification:	Exempt	Wage:	Salary Grac		
		As of 2017	Minimum \$47,591	Midpoint \$59,489	Maximum \$71,387

Position Summary

Under the general supervision of the City Engineer with the Public Works Department, the Geographic Information System ("GIS") / Project Specialist is responsible for performing various duties related to the development and maintenance of the City's GIS, including coverage creation, database development, quality control and output. In addition, the position will support miscellaneous departmental needs, including assisting or leading project research in areas both within the Engineering Division, as well as other divisions within the Department of Public Works.

Essential Duties & Responsibilities

- Assists in the development by either working independently or with a team to develop, maintenance, coordination and support of the City's GIS to advance the goals of the City's mapping and reporting needs. This includes digital map production, maintenance, and database activities that support the relevant geographic data.
- 2. Assists in the department in the development or creation of special projects or assignments.
- 3. Develops arc, polygon and point geographic coverages through the use of digitization and coordinate geometry under the ARC/GIS ESRI software program on the Windows Platform environment.
- 4. Prepare digital data request for internal and external customers.
- 5. Create other digital and hardcopy maps for other government offices both within and outside the city to support daily office functions, public hearing meetings and other governmental meetings.
- 6. Researches and obtains source documents necessary to accurately develop geographic and analytical data. Obtaining this documentation through significant interaction with various departments and agencies.
- Create daily customized mapping products utilizing cartographic skills to portray data in an understandable format for the general public, interoffice use and other government offices both within and outside the City of Sheboygan (orthophotos, site plans, etc).
- Consults with Information Systems staff to utilize/manipulate information currently stored on the AS400 Mainframe within the GIS software.
- 9. Develops/assists in development of programs in order to streamline geographic data entry and analysis.
- 10. Prepare and maintain user and system documentation for all data acquisition and processing to include metadata development for all coverages.

- 11. Stays current with trends and developments in GIS software in order to remain current with changes and growth of GIS, both within the city operations and market trends.
- 12. Assist general public and office personnel with accessing land records information.
- 13. Analyzes data, prepares reports, memoranda and correspondence.

Qualification Requirements:

- 14. Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
- 15. Ability to create, prepare and present reports covering a variety of department needs.
- 16. Ability to work effectively under tight time constraints.
- 17. Ability to communicate effectively, both orally and in writing with individuals both inside and outside the organization.
- 18. Ability to adapt to the needs of the department.

Education and/or Experience

- 19. Bachelor's Degree from an accredited college or university with major coursework in Geographic Information Systems, geography, computer science or urban and regional planning, plus a minimum of two years of experience with GIS, ARC/INFO and ARCVIEW software is preferred.
- 20. Knowledge of Geographic Information System (GIS) and cartographic principles and techniques, ARC/INFO and ARCVIEW software. Extensive working knowledge of G.I.S. methods and procedures for input, processing output, and development of applications. Ability to work independently with minimal direction, ability to pay close attention to detail and to interact effectively with the general public and office staff. Knowledge of AutoDesk drafting and mapping products would be a plus.
- 21. In evaluating candidates for this position, the City may consider a combination of education, training and experience which provides the necessary knowledge, skills and abilities to perform the duties of the position.

Essential Physical Functions/Needs of the Job

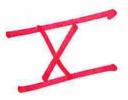
- 22. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job, including sitting, standing, vision, talking, and occasional lifting.
- 23. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Pre-employment Requirement

24. 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.



Gen. Ord. No. <u>- 17 - 18</u>. By Alderpersons Bohren and Sorenson. September 5, 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:

> The South Half $(S^{\frac{1}{2}})$ of the South Half $(S^{\frac{1}{2}})$ of the Southwest Quarter $(SW^{\frac{1}{2}})$ and the South Half $(S^{\frac{1}{2}})$ of the South Half $(S^{\frac{1}{2}})$ of the West Half $(W^{\frac{1}{2}})$ of the West Half $(W^{\frac{1}{2}})$ of the Southeast Quarter $(SE^{\frac{1}{2}})$ all of Section Number Ten (10), Town Number Fourteen (14) North, of Range Number Twentythree (23) East, Town of Wilson, Sheboygan County, State of Wisconsin, and containing in all Fifty (50) acres of land more or less.

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 state 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 26th Ward, 8th Aldermanic District, 10th Supervisory District, 26th Assembly District and the 9th 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.

City Plan



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

Common		of the	City of	Sheboy	-	nance was onsin, on			-	the day
Dated				_ 20	•			, City	Cl€	erk
Approve	ed			_ 20	•		. <u></u>	/	Мау	yor



Gen. Ord. No. <u>- 17 - 18</u>. By Alderpersons Donohue and Ross. September 5, 2017.

AN ORDINANCE granting Transpo Storage its successors and assigns, the privilege of encroaching upon described portions of Wisconsin Avenue located at 1331 Wisconsin Avenue in the City of Sheboygan for the purpose of installing and maintaining a private storm sewer that will tie into the public storm sewer within the right-of-way along the south side of Wisconsin Avenue.

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

Section 1. Subject to the terms and conditions contained herein, Transpo Storage its successors and assigns, is hereby granted the privilege of encroaching on portions of Wisconsin Avenue:

THE CENTERLINE OF 4 FOOT WIDE STORM SEWER ENCROACHMENT BEING THAT PART OF WISCONSIN AVENUE ADJACENT TO BLOCK 135 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE NE1/4 OF THE SE1/4 OF SEC.22, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN;

MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 135; THENCE S89°42'29"E ALONG THE NORTH LINE OF SAID BLOCK 135, 292.20 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING N08°20'28"E, 11.92 FEET; THENCE N89°46'30"E, 75.94 FEET; THENCE N52°07'14"E, 5.00 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE

for the purpose of installing and maintaining a private storm sewer to tie into the public storm sewer within the right-of-way, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Transpo Storage its successors and assigns:

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

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

City Plan

Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Transpo Storage its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

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

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

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

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

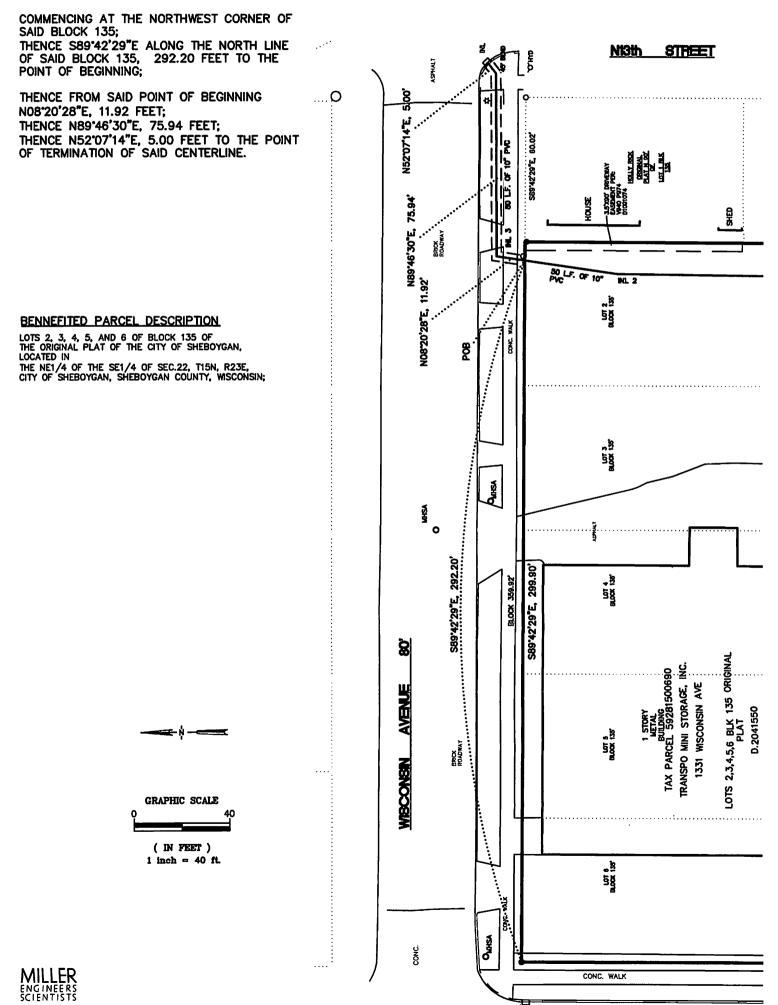
Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration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

		City o		eboygan ,	ng Ordinance Wisconsin,	_	-	-	the y of
Dated _		 		20			, Cit	y CI	lerk
Approve	ed	 	2	20		 		, Ma	ayor

ENCROACHMENT DESCRIPTION

THE CENTERLINE OF 4 FOOT WIDE STORM SEWER ENCROACHMENT BEING THAT PART OF WISCONSIN AVENUE ADJACENT TO BLOCK 135 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, LOCATED IN THE NE1/4 OF THE SE1/4 OF SEC.22, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN;

MORE PARTICULARLY DESCRIBED AS;



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Gen. Ord. No. <u>- 17 - 18</u>. By Alderpersons Schneider, Bohren and Belanger. September 5, 2017.

AN ORDINANCE amending Chapter 70, Article VII, Division 2 of the Municipal Code so as to permit the discharge of weapons in certain rural portions of the City so that hunting may be permitted in those portions of the City where it would be appropriate, to ban the feeding of deer for hunting purposes or otherwise, and to bring the Municipal Code up to date with regard to various changes to state law related to the carrying of weapons.

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

Section 1. Division 2 of Article VII of Chapter 70 of the Municipal Code entitled "Weapons" is hereby repealed and recreated so as to read as follows:

"Sec. 70-251. - Discharging and Carrying Weapons.

(a) PROHIBITED. No person, except an authorized police officer, shall discharge any firearm, spring gun or air gun within the City. This prohibition shall not apply to a shotgun, muzzle loader, bow, crossbow, or other like weapons or instruments, air rifle, pellet gun, or like instruments, provided the use thereof complies with the requirements of subsections (d)(1) through (3) below.

(b) PERMITTED. Any person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm or facsimile firearm, on any public street, sidewalk, boulevard, boardwalk, alley, public parking lot, or park if he or she complies with this section or the Wisconsin Statutes and Administrative Code sections specifically adopted under this section, with the exception of the following:

(1) No person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm, within any public building owned by the City, unless said person is permitted to do so pursuant to the provisions of §941.235, Wis. Stats.

(2) Notwithstanding the provisions of subsection (1), no employee of the City of Sheboygan person may possess, carry, or bear any weapon, knife, or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm, within any public building owned by the City, if doing so is a

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violation of a City policy adopted in light of §175.60(15m), Wis. Stats.

(3) No person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm within any public building or athletic field owned by the Sheboygan Area School District, unless such person is permitted to do so pursuant to the provisions and exceptions contained in §948.605, Wis. Stats., and §948.61, Wis. Stats.

(4) No person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm within any premises for which a Class "B" or "Class B" license or permit has been issued by the City pursuant to Ch. 125, Wis. Stats. This subsection shall not apply to a peace officer, a Wisconsin CCW licensee, a qualified outof-state licensee, a qualified out-of-state law enforcement officer, other person specifically excepted by the provisions of or §941.237(3), Wis. Stats., so long as said person does not consume alcohol on the Class "B" or "Class B" premises. Active and former officers may consume alcohol on Class "B" or "Class B" premises if they are not under the influence and if the premise is not posted otherwise.

(5) No person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm in or on school grounds or within 1,000 feet from the grounds of a school, if doing so is a violation of \$948.605, Wis. Stats.

(6) No person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm while any such person is under the influence of an intoxicant or a detectable amount of a restricted controlled substance.

(7) If the firearm is a facsimile firearm, no person may openly possess, carry, or display any facsimile firearm under circumstances that could reasonably be expected to alarm, intimidate, threaten or terrify another person.

(8) Notwithstanding the provisions of this section, no person may possess, carry, or bear any weapon, knife or firearm or facsimile firearm, or have under his or her control any weapon, knife, firearm, or facsimile firearm in violation of any state statute. (c) REMOVAL FROM PROPERTY. If a property owner or tenant objects to any individual carrying a weapon, knife or firearm and does not wish to allow individuals to exercise the right to carry weapons, knives or firearms within their establishment and makes a complaint to the Police Department to remove the individual from the property and the individual refuses, the individual may be removed against their will.

(d) CONDITIONS OF DISCHARGE WITHIN THE BOUNDARIES OF THE CITY. A shotgun, muzzle loader, bow or crossbow, or other like weapon or instrument may be discharged within the boundaries of the City, but only under the following conditions and regulations:

Shotguns, muzzle loaders, or like weapons or instruments (1)designed and used to propel a single slug, multiple pellets or "shot" may only be discharged in the City where not prohibited by this ordinance, and then according to the following regulations. No such weapons or instruments shall be discharged on or onto lands less than 200 yards from the boundary of an adjacent platted subdivision. In addition, no such weapons or instruments shall be discharged within 100 yards from a habitable building on any other adjacent property, unless the owner of such adjacent property or habitable building has given written permission to be closer. In no case shall such weapons or instruments be discharged in a direction that could result in the projectile landing on or flying over any adjacent properties unless of such adjacent properties have given written the owner(s) permission to do so.

(2) Bows, crossbows, or other like weapons or instruments designed and used to propel an arrow, dart or other similar missiles may only be discharged in the City where not prohibited by this section, and then only within the following regulations. No such weapons or instruments shall be discharged on or onto land less than 100 yards from the boundary of an adjacent platted subdivision. In addition, no such weapons or instruments shall be discharged within 100 yards from a habitable building on any other adjacent property, unless the owner of such adjacent property or habitable building has given written permission to be closer. In no case shall such weapons or instruments be discharged in a direction that could result in the projectile landing on or flying over any adjacent properties unless the owner(s) of such adjacent properties have given written permission to do so.

(3) Prohibited Areas. No instrument referred to in subsections(1) and (2) above shall be discharged on parkland, or on land not owned by the person unless written permission has been obtained.

(e) POSSESSION OF FIREARMS AND WEAPONS BY MINORS PROHIBITED. No parent, guardian, or other adult person having legal custody of a child under the age of 16 years shall permit such minor to have in his/her possession and control for use within the City any firearm or other dangerous weapon as enumerated in subsection (a).

(f) SALE OF FIREARMS AND WEAPONS.

(1) Sale to Minors. No person shall sell or give away to any child under the age of 16 any sling shot, blow gun, bean shooter, air gun, pellet gun, dart gun, or bow and arrow.

(2) Records. Any person selling firearms or other deadly weapons shall keep a record of the sale thereof, and such list shall be open to inspection by the Police Department. Such record shall include the name, address, age and birth date of the purchaser and the article purchased.

(g) STATE PROVISIONS ADOPTED. The City adopts those provisions of the Wisconsin Statutes and the Administrative Code related to dangerous weapons and concealed weapons, as well as such provisions of the Wisconsin Statutes and the Administrative Code enumerated under and within subsection (b) above, as from time to time amended by the Wisconsin Legislature, together with all definitions of relevant terms and all exceptions contained in such provisions, as if fully set forth at length in this section.

Sec. 70-252. Confiscation.

All weapons carried by any person who shall have been convicted of carrying, concealed about his person, such weapons in violation of the provisions of this division within the limits of the city shall be confiscated by the city."

Section 2. Section 18-13 of the Municipal Code, previously repealed, is hereby recreated to read as follows:

"Sec. 18-13. Feeding of Deer.

(a) Feeding of Deer Prohibited. It shall be unlawful for any person to place any feed such as salt, minerals, grain, fruit, vegetable material, sunflower seeds, deer suckers, or any other type of feed, on any public or private property for the purpose of enticing whitetail deer into any specific location in the City except as otherwise provided herein. (b) Rebuttable Presumptions. There shall be a rebuttable presumption that either of the following acts are for the purpose of feeding whitetail deer.

(1) The placement of salt, minerals, grain, fruit, vegetable material, sunflower seeds, or deer suckers in an aggregate quantity of greater than one-half gallon at the height of less than six (6) feet off the ground.

(2) The placement of salt, minerals, grain, fruit, vegetable material, sunflower seeds, or deer suckers in an aggregate quantity of greater than one-half gallon in a drop feeder, automatic feeder or similar device regardless of the height of the salt, minerals, grain, fruit, vegetable material, sunflower seeds, or deer suckers.

(c) Exemptions. This section shall not apply to the following situations:

(1) Naturally growing grain, fruit or vegetable material, including gardens and residue from lawns, or gardens and other vegetable materials maintained as a mulch or compost pile;

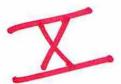
(2) Unmodified commercially purchased bird feeders or their equivalent;

(3) Deer management practices approved, authorized, and sponsored on a temporary basis by the 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

<u>....</u>



Gen. Ord. No. - 17 - 18. By Alderperson Wolf. September 5, 2017.

AN ORDINANCE repealing Gen. Ord. No. 21-71-72 so as to remove the one-way street designation for S. Water Street between Virginia Avenue and New Jersey Avenue and for New Jersey Avenue between S. 8th Street and S. Water Street.

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

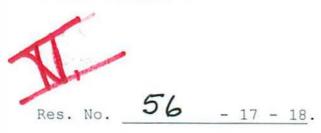
Section 1. Gen. Ord. No. 21-71-72, which designated S. Water Street between Virginia Avenue and New Jersey Avenue and New Jersey Avenue between S. 8th Street and S. Water Street as one-way streets is hereby repealed.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install and remove all signs necessary to remove and give notification of the aforementioned traffic regulation.

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.

Pub. WICO.

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



By Alderperson Bohren Wolf. August 21, 2017.

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for Information Technology equipment.

Establish appropriation for Information Technology equipment from retained earnings.

TO

FROM

LiesEver

AMOUNT

Information Technology Fund Unreserved Retained Earnings 707-272000 Information Technology Fund IT Equipment 70717100-642200 \$130,000

10

			of	She	-	Resolution Wisconsin,	-	-		ЪУ	the day
Dated			_'	20	 		 	_′	City	Cle	erk
Approv	ed			20					,	May	yor

Other Matters.





Res. No. 60 - 17 - 18. By Alderpersons Savaglio and Lewandoske. August 21, 2017.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 2724 Kohler Memorial Dr.

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

> NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 18, 2017, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Suburban Office SO to Class Urban Residential UR Classification:

Property located at 2724 Kohler Memorial Dr.:

SMITH GARDENS LOTS 2,3,4,5,23,24,25 & 26 BLK 3, EXC THE E 10' OF LOTS 2,3,4 & 5 AND EXC THE W 5' OF LOTS 23,24,25 & 26 BLK 3, ALSO EXC THAT PRT OF LOT 5 BLK 3 DESC AS: COM AT THE SE COR OF SD LOT 5, TH S-88- DEG-13'-44"-W 10' ALG THE S LN OF LOT 5 TO THE POB, TH CONT S-88-DEG-13'-44"-W 5' ALG THE S LN OF LOT 5, TH N- 43-DEG-32'-42"-E 7.11' TO A POINT 10' W OF THE E LN OF SD LOT 5, TH S-01-DEG-08'- 08"-E 5' PARALLEL TO THE E LN OF LOT 5 TO THE POB, ALSO EXC THAT PRT OF LOT 23 BLK 3 DESC AS: COM A T THE SW COR OF SD LOT 23, TH N-88-DEG- 13'-44"-E 5' ALG THE S LN OF LOT 23 TO THE POB, TH N-01- DEG-13'-12"-W 5' PARALLEL TO THE W LN OF LOT 23, TH S-46- DEG-29'-40"-E 7.04' TO THE S LN OF LOT 23, TH S-88-DEG- 13'-44"-W 5' ALG SD S LN TO THE POB

Lesover

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

Other Matters

Res. No. - 17 - 18. By Alderpersons Donohue and Bohren. September 5, 2017.

A RESOLUTION approving the Option to Purchase approximately 14.5 acres of industrial park land in the Sheboygan Business Center between Quasius Enterprises and the City of Sheboygan.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

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 ______, City Clerk Approved ______ 20___, Mayor

Approved by the Wisconsin Real Estate Examining Board 10-1-12 (Optional Use Date) 01-1-13 (Mandatory Use Date)

Page 1 of 7, WB-24

	WB-24 OPTION TO PURCHASE
1	LICENSEE DRAFTING THIS OPTION ONAugust 31, 2017 [DATE] IS (AGENT-OF DUYER)-
2	(AGENT OF SELLER/ LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
3	The Selier (Optionor),, nereby grains to
4	the Buyer (Optionee), <u>Quasius Enterprises, LLC</u>
5	an option to purchase (Option) the Property known as [Greet Address] Tax Parcel No. 59281479103 (approximately 14.5 acres) (See note regarding acreage at Line 261 below) in the City
5	of Sheboygan Countrol Sheboygan Wissing on the following terms:
8	of
9	Seliers and delivered to Buyer on or before September 30, 2017 (Time is of the Essence).
10	OPTION LERMS
11	INITIAL OPTION TERM: A nonrefundable option fee of \$ 10,000 will be paid by Buyer to Seller within <u>five (5)</u> days
12	of the later of: (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 141 of this Option is checked. This Option may only be
13	exercised if Buyer delivers written notice to Seller no later than midnight <u>October 31, 2017</u> unless extended below. EXTENDED OPTION TERM: The Deadline to exercise this Option shall be extended until midnight <u>October 31, 2019</u> , upon
14	EXTENDED OPTION TERM: The Deadline to exercise this Option shall be extended until midnight <u>October 31, 2019</u> , upon payment of <u>5,000</u> , to Seller on or before <u>November 15, 2019</u> , as an option
16	extension fee which shall not be refundable. See ADDITIONAL EXTENDED OPTION TERM at lines 257-259 below.
17	EXERCISE: To exercise this Option, Buyer must sign and deliver (i) the notice at lines 355-361, or (ii) any other written notice which states that
18	Buyer exercises this Option. If the Option is exercised, \$_10,000 of the option fee and \$_the full amount of the any
19	option extension feat if any, shall be a credit against the purchase price at closing.
	CAUTION: If the option fees are to be paid into listing broker's trust account or to a third party, specify in additional provisions at lines 256-268
21	or 326-330 or in a separate agreement attached per line 325.
22	■ PURCHASE PRICE:
23	(\$_319,000,00) will be paid in cash or equivalent at closing unless otherwise provided below.
25	INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Option
26	not excluded at lines 28-29, and the following additional items:
27	
	NOT INCLUDED IN PURCHASE PRICE:
29	
	CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 75-82) to be excluded by Seller or which are rented and will continue to be owned by the lessor.
	NOTE: The terms of this Option, not the listing contract or marketing materials, determine what items are included/excluded.
33	OPTIONAL PROVISIONS TERMS OF THIS OPTION THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OPTION ONLY IF
34	THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OPTION IF MARKED "NA" OR ARE LEFT BLANK.
35	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Option, delivery of documents and written notices to a
36	party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37	(1) <u>Personal Delivery</u> : giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39. Seller's recipient for delivery (optional): <u>Chad Pelishek</u> , 828 Center Ave., Suite 104, Sheboygan, WI 53081
35	Buyer's recipient for delivery (optional): <u>Chau Perister</u> , <u>220 Center Ave.</u> , <u>Surce 104</u> , <u>Shebbyyan</u> , Wi 5500 ,
40	Buyer's recipient for delivery (optional): <u>Matthew Quasius, Quasius Enterprises, LLC, 1202A N. 8th St.</u> (2) <u>Fax</u> : fax transmission of the document or written notice to the following telephone number: Sheboygan, WI 53081
	Seller: ()Buyer: ()
42	
	service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
	line 47 or 48.
45	(4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
	Delivery address for Seller.
	Delivery address for Buyer:
49	(5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50	consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
	each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52	electronic signatures in the transaction, as required by federal law.
53	E-Mail address for Seller (optional): <u>chad.pelishek@sheboyganwi.gov</u>
- 04 Ef	E-Mail address for Buyer (optional): mcpuasius@cuasius.com [TIME IS OF THE ESSENCE] "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees; (3) Seller's grant of this
	Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; STRIKE AS APPLICABLE and all other dates and Deadlines in this
	Option except: If "Time is of the Essence" applies
	to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
	or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.
	PERSONAL DELIVERY/ACTUAL RECEIPTI Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery

61 to, or Actual Receipt by, all Buyers or Sellers.

62 DEFINITIONS

63 ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice 64 physically in the Party's possession, regardless of the method of delivery.

ES DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event es occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 ro hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at r1 midnight of that day.

DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
 the expected normal life of the premises or adversely affect the use of the Property.

75 FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be 76 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, 77 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs 78 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central 79 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; 80 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground 81 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on

s2 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

83 CAUTION: Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures (e.g., water softener 84 or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 28-29.

B5 PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 5-7.

86 PROPERTY DIMENSIONS AND SURVEYS] Buyer acknowledges that any land, building or room dimensions, or total acreage or building square 87 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless 88 verified by survey or other means.

89 CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room 90 dimensions, if material.

91 **BUYER'S WALK-THROUGHS** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii) the Buyer's exercise of 92 this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to 93 walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and 94 tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING Seller shall maintain the Property until the earlier of closing or cocupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the purchase price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day this Option was exercised. No later than closing, Seller shall provide Buyer with elien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the amage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry out this Option despite such damage, Buyer shall be to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of to Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall

103 be held in trust for the sole purpose of restoring the Property.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Option to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, nos incentives or assistance, and third party glifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

109 NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the 110 registry by contacting the Wisconsin Department of Corrections on the Internet at <u>http://www.widocoffenders.org</u> or by telephone at (608) 240-111 5830.

	Property Address:
112	CLOSING This transaction is to be closed (within ninety (90) days after the exercise of this Option) (no later
113	then) STRIKE AND COMPLETE AS APPLICABLE at the place selected by Seller, unless otherwise
	agreed by the Parties in writing.
115	CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
	rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and
117	CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
	Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
121	x The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
122	general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
123	Current assessment times current mill rate (current means as of the date of closing)
124	Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
125	known, multiplied by current mill rate (current means as of the date of closing)
126	
	CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
	different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
129	Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
131	the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
132	to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
133	bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
134	estate brokers in this transaction.
135	[LEASED PROPERTY] If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the lease(s) and
136	transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are
137	
138	. Insert additional terms, if any, at lines 256-268 or 326-330 or attach as an addendum per line 325.
139	LEASE-OPTION PROVISIONS [CHECK BOX ON LINE 140 OR 141, IF APPLICABLE]:
140	Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.
141	This Option is contingent upon Seller and Buyer, within days from the granting of this Option, entering into a written lease
142	for the Property with minimum terms which shall include: term from to to and
143	an initial rent of \$ per month or this Option shall be null and void.
144	[CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 140 OR 141 WAS CHECKED ABOVE]:
145	In the event that this Option is timely exercised, \$ of each monthly rent payment of \$
146 147	shall be applied to the purchase price while the balance shall be deemed solely rent that is retained by Seller. NOTE: Lenders may not recognize a credit for rent paid under a lease.
148	Buyer may not exercise this Option unless Buyer is current with all rent.
149	Any material breach of the lease by Buyer shall also constitute a default under this Option.
	PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that, as of the date Seller grants this Option, Seller has no notice or
	knowledge of any Defects (lines 72-74) other than those identified in Seller's disclosure report dated
152	and, if applicable, Real Estate Condition Report dated, and, if applicable, Vacant Land Disclosure Report
153	dated, which was/were received by Buyer prior to Buyer signing this Option and which is/are made a part of this Option
154	and, if applicable, Real Estate Condition Report dated, and, if applicable, Vacant Land Disclosure Report dated, which was/were received by Buyer prior to Buyer signing this Option and which is/are made a part of this Option by reference COMPLETE DATES OR STRIKE AS APPLICABLE and
	INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)
	CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
	709.03 may be required. If the Property does not include any buildings, a Vacant Land Disclosure Report containing the disclosures provided in Wis. Stat. § 709.033 may be required. Excluded from these requirements are sales of property with 1-4 dwelling units that
	has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries (for example,
	personal representatives who have never occupied the Property). The buyer may have certain rescission rights per Wis. Stat. § 709.05 if
162	Seller does not furnish such report(s) within 10 days after Seller grants this Option or If a report disclosing Defects is furnished before
	expiration of those 10 days, but after the Option is submitted to Seller. Buyer should review the report form or consult with an attorney
	for additional information regarding rescission rights.
	Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to Buyer's exercise of this
	Option, which is materially inconsistent with the above representations. For purposes of this provision (lines 150-156), Defect does not include structural, mechanical or other conditions of which the Buyer has actual knowledge or written notice or which Buyer discovers prior to the exercise
	of this Option.
	<u></u>

169 ZONING Seller represents that the property is zoned ____

Page 4 of 7, WB-24

170 OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option at lines 256-

171 268 or 326-330 or in an addendum attached per line 325. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all 172 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. 173 Occupancy shall be given subject to tenant's rights, if any.

174 CAUTION: Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.

175 (RENTAL WEATHERIZATION) Unless otherwise agreed, Buyer shall be responsible for compliance with Rental Weatherization Standards (Wis. 176 Admin. Code Ch. SPS 367), if applicable.

177 DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Option. A 178 material failure to perform any obligation under this Option is a default which may subject the defaulting party to liability for damages or other legal 179 remedies.

180 If <u>Buyer defaults</u>, Selier may:

181 (1) sue for specific performance if Buyer has exercised this Option; or

182 (2) terminate the Option and may sue for actual damages.

183 If <u>Seller defaults</u>, Buyer may:

184 (1) sue for specific performance; or

185 (2) terminate the Option and may sue for actual damages.

In addition, the Parties may seek any other remedies available in law or equity.

187 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the 188 courts. If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute resolution instead of the remedies outlined 189 above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration 190 agreement.

191 NOTE: IF ACCEPTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS 192 DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE 193 PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE 194 SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

195 **ENTIRE CONTRACT** This Option, Including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the 198 transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds and inures to the benefit of the 197 Parties to this Option and their successors in interest.

1988 BUYER DUE DILIGENCE Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized inspections, 199 Investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or tests Buyer intends to perform as part 200 of Buyer's due diligence items on lines 256-268, 314-321, or 326-330 or attach as an addendum per line 325. In addition, Buyer may need to obtain 201 and review documents relevant to financing approval, appraisals, or perform general due diligence activities for the transaction, including but not 202 limited to: business records, condominium documents, maps or other information, municipal and zoning ordinances, recorded building and use 203 restrictions, covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property. Buyer may also 204 need to obtain or verify certain permits, zoning variances, other governmental or private approvals, environmental audits and subsoil tests, 205 required road improvements, utility hook-up and installation costs, or other development related costs and fees, in order to fully determine the 206 feasibility of any proposed or planned development of the Property. Seller agrees to cooperate with Buyer as necessary to complete any due 207 diligence items or any authorized investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise 208 agreed by the Parties in writing. Property Address: Tax Parcel No. 59281479103 (14.5 acres)

Page 5 of 7, W8-24

209 RECORDING OF OPTION Buyer (may) (may not) STRIKE ONE record this Option at Buyer's expense.

210 Buyer (may) (may not) STRIKE ONE (may if neither is stricken) record a separate instrument evidencing this Option at Buyer's expense. If this 211 Option or a separate instrument evidencing this Option is to be recorded, insert legal description at lines 256-268 or 326-330 or attach as an 212 addendum per line 325. If recording, the parties agree to provide authenticated or acknowledged signatures as may be required.

213 CAUTION: Failure to record may give persons with subsequent interests in the Property priority over this Option.

214 TITLE EVIDENCE

221

215 CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or condominium 216 deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other 217 conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements 218 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and 219 covenants, present uses of the Property in vicilation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general 220 taxes levied in the year of closing and ______

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee. The Parties agree that Seller shall not rezone the Property or create any additional liens or encumbrances on title after Seller grants this Option without Buyer's written consent except for liens and encumbrances that will be removed at closing.

226 WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain 227 Improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use 228 other than the current use.

228 ITILE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a 230 current ALTA form Issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. 231 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

232 GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) STRIKE ONE ("Seller's" 233 if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance 234 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue 235 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for 236 closing (see lines 242-248).

237
PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance 238 commitment is delivered to Buyer's attorney or Buyer not more than ______ days after Seller grants this Option ("15" if left blank), showing 239 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 215-223, subject only to 240 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

241 CAUTION: Buyer should consider obtaining an update of the title commitment prior to exercising this Option.

242 ■ <u>TITLE NOT ACCEPTABLE FOR CLOSING</u>: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 243 ______ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a 244 reasonable time, but not exceeding ______ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice 245 to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, 246 Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive 247 the objections, Buyer shall deliver written notice of termination and this Option shall be null and void. Providing title evidence acceptable for 248 closing does not extinguish Seller's obligations to give merchantable title to Buyer.

249 SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date this 250 Option is exercised shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

251 CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current 252 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees 253 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, 254 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street 255 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

256 ADDITIONAL PROVISIONS

257	<u>ADDITIONAL EXTENDED OPTION TERM: The Deadline to exercise this Option shall be extended</u>
258	until midnight October 31, 2020 upon payment of \$5,000 to Seller on or before
259	November 15, 2020, as an option extension fee which shall not be refundable.
260	
261	The actual acreage will be determined by the completion of the Certified Survey Map
	and the Buyer will be responsible for purchasing the acreage identified in the
263	Certified Survey Map.
264	
266	
267	
268	

269 CONDOMINIUM UNITS

270 CAUTION: If this Option involves a condominium unit, Buyer should obtain and review the condominium disclosure documents before 271 entering into this Option. See lines (198-208)

272 If the Property is a residential condominium unit, Seller must comply with the following:

273 CONDOMINIUM DISCLOSURE MATERIALS: Seller agrees to provide Buyer, at Seller's cost, within 10 days of Buyer exercising this Option, 274 but no later than 15 days prior to closing, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33. 275 The condominium disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for small 276 condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)]: (a) proposed or existing declaration, bylaws and any rules or 277 regulations, and an index of the contents; (b) proposed or existing articles of incorporation of the association, if it is or is to be incorporated; (c) 278 proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the 279 condominium; (d) projected annual operating budget for the condominium including reasonable details concerning the estimated monthly 280 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association will be a party; (f) 281 general description of any contemplated expansion of condominium including each stage of expansion and the maximum number of units that can 282 be added to the condominium; (g) unit floor plan showing location of common elements and other facilities available to unit owners; (h) the 283 executive summary.

BUYER RESCISSION RIGHTS: As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days of receipt of all the required to seller. If the disclosure documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does not receive all of the disclosure documents, Buyer may, within 5 business days of Buyer's receipt of the disclosure materials, either rescind the 287 Option or request any missing documents. Seller has 5 business days following receipt of Buyer's request for missing documents to deliver the 288 requested documents. Buyer may rescind the sale within 5 business days of the earlier of Buyer's receipt of requested missing documents or the 289 deadline for Seller's delivery of the documents [Wis. Stat. § 703.33(4)(b)]. The Parties agree that the 5 business days begin upon the earlier 290 of: (1) Buyer's Actual Receipt of the disclosure materials or requested missing documents.

292 NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE 203 PROVISIONS OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR OPINIONS.

ADDITIONAL CONDOMINIUM ISSUES: In addition to the disclosure materials required by Wis. Stat. § 703.33, Buyer may wish to consider reviewing the condominium materials as may be available, such as copies of: the condominium association's financial statements for the last two years, the minutes of the last 3 Unit owners' meetings, the minutes of condominium board meetings during the 12 months prior to acceptance, information about contemplated or pending condominium special assessments, the association's certificate of insurance, a statement from the association indicating the abalance of reserve accounts controlled by the association, a statement from the association of the amount of any unpaid assessments on the unit (per Wis. 299 Stat. § 703.165), any common element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.), any pending litigation ato involving the association and the declaration, bylaws, budget and/or most recent financial statement of any master association or additional association the unit may be part of. Not all of these materials may exist or be available from the condominium association.

302
Social Straight Straight

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific authorizations are included in this Option. An "inspection" sos is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of sor samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller so allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. Buyer agrees to promptly sit restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer size agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect sits environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

	Page 7 of 7, WB-24
14 AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS Buyer is authorized to have the Property appraised by a	Wisconsin licensed or certified
15 appraiser and to conduct the following inspections and tests (see lines 304-313) prior to Buyer's exercise of this Option. Any	rinspection(s) and test(s) shall
te be performed by a qualified independent inspector or expert, or an independent qualified third party. Inspections and testing a 17 government or industry protocols and standards, as applicable.	shall be conducted pursuant to
18 List inspections (e.g., home, roof, foundation, septic) here:	
19	
zo List tests (e.g., radon, lead-based paint, well water) here:	
 21	
23 NOTE: Any testing authorizations should specify the areas of the Property to be tested, the purpose of the	test, (e.g., to determine if
24 environmental contamination is present), any limitations on Buyer's testing and any other material terms.	
25 ADDENDA: The attachedis/a 26 ADDITIONAL PROVISIONSThis option is contingent upon final approval by	are made part of this Option.
27 Sheboygan Common Council. Seller agrees to give Buver access to the	Property for
planning and engineering services for their planned virtual project	. This agreement
shall be further subject to a negotiated Developer's Agreement for	the project.
IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD RE 22 ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS (
33 PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER TH	
34 SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGA	
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37 Buyer Entity Name (if any): Quasius Enterprises, LLC	
sa (x)	
Buyer's/Authorized Signature ▲ Print Name/Title Here ► Matthew Quasius, President	Date 🛦
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Other Mallers

R. O. No. - 17 - 18. By CITY CLERK. September 5, 2017.

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

City Clerk

CIGARETTE/TOBACCO (June 30, 2018) (NEW) No. Name Address 610 S. 14th St. 3279 Citgo 1 CHANGE OF PREMISE (Permanent) No. Name Address 2423 Walmart #1276 3711 S. Taylor Drive - Permanent change of address to include liquor area in center front of building; beer sales in grocery and seasonal aisles; product sold at in-store registers and stalls in parking lot specifically designated for online grocery pickup.

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

No. Name

Address

1850 Brooks, Christopher A.	505 Chaplin Ct., Plymouth
1855 Brown, Brenda L.	1702 Alexander Ct.
1848 Compton, Kimberly A.	1227 S. 21 st St.
1845 Corona, Elexia M.	4151 W. Tagaytag Ter, Waubeka
1846 Crowe, Gina M.	1412 Hamann Rd., Manitowoc
1847 Fischer, Eric R.	413 New York Ave.
1860 Greeneway, Ryan J.	1817 Manor Parkway
1834 Jaimes, Jesus	610 Zimbal Avenue
0242 Johansen, Kaila L.	1416 N. 28 th St.
5522 Kuether, Ryan R.	3320 S. 11 th Place Apt. 8
1859 Lukens, Becky L.	701 S. Sauktrail Rd.
1827 Lyon, Samantha R.	2599 Leslie Rd., Stoughton
1835 Mace, Andrea L.	1605 S. 8 th St.
1854 Matuschka, John M. (Club)	1702 Kaat Lane
1857 Peper, Brianne M.	3515 N. 10 th St. Apt. 211
1842 Prieto, Catherine P.	1224 S. 11 th St.
0	

Law + Licensing.

1839 Schuricht, Pamela L. 101 E. Mill St. Apt. 2, Plymouth 1832 Seeboth, James D. 1107 Ashland Ave. 2528 Sheraski, Pamela M. 1410 N. 27th St. 1840 Sims, Scarlette A. 3006 Geele Ave. 1849 Spivey, Patrice M. 1427 Indiana Ave. 0353 Teasdale, Ashley L. 333 State Street, Sheb. Falls 4108 N. 30th St. 1831 Themar, Tammy L. 2413 S. 12th St. 0610 Tryba, Debra K. 9826 Vanengen, Tashia L. 1117 Los Angeles Ave. 3807 S. 11th St. 224 N. Main St., Cedar Grove 1858 Vollmer, Tammy L. 1851 Wade, Ty C. (Club) 1837 Wilmot, Chelsy M. 1328 Geele Ave.

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

No. Name

Address

7740 Galicia, Mario A.	1319 N. 17 th St.
1841 Hansen, Stanley J.	1634 S. 12 th St.
1836 Hill, David A.	2201 Erie Ave. #C204