

*****ATTACHMENTS*****



1.6

December 19, 2016

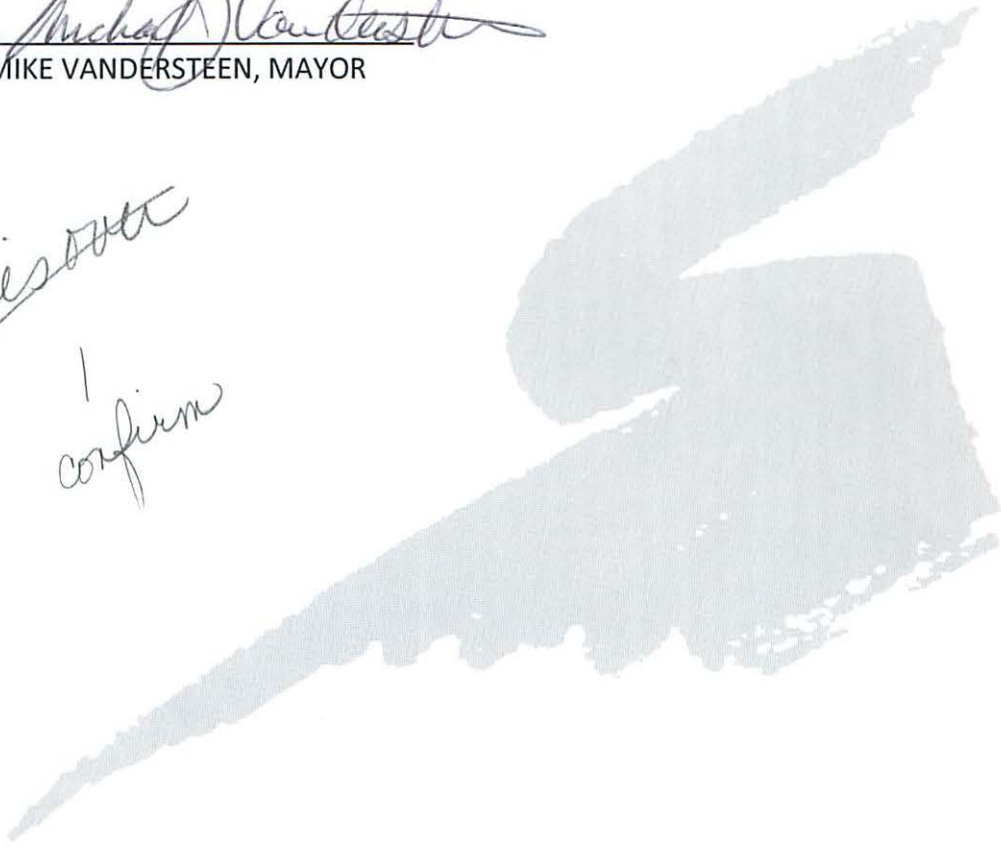
HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your confirmation:

Grazia Perrella to be considered for appointment to the Mayor's International Committee, term to expire on April 27, 2017.


MIKE VANDERSTEEN, MAYOR

Lisover
confirm



OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

Grazia Perrella
1618 S. 8th Street
Sheboygan, WI 53081
Phone: 920-277-3785
Email: grazia.perrella@sargento.com

2015 – present – Sargento Foods – International Compliance Administrator
2013 – 2015 – Sargento Foods – Regulatory Affairs Technologist
2012 – 2013 Flying Food Group – Food Safety and Quality Assurance Manager

III

2.2

UPDATED COPY

R. O. No. - 16 - 17. By CITY CLERK. January 3, 2017.

Submitting various license applications.

City Clerk

SPECIAL "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1376	St. Dominic Ushers Soc.	2100 N. 21 st St. - one-day event to be Held 1/29/2017 in the PAC Hall located At 2100 N. 21 st St.

SECONDHAND ARTICLE/JEWELRY LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2932	Recool	1410 N. 29 th St.
2785	Victory Games	1310 Union Ave.

*Consent
Donohue / Wolf
Acc File*

II

R. O. No. - 16 - 17. By CITY CLERK. January 3, 2017.

Submitting, as a matter of record, a communication from Grota Appraisals submitting their December 2016 newsletter along with the "2016 Year In Review" prepared for the City of Sheboygan.

Consent

City Clerk



December 2016 Newsletter

Happy Holidays!

We have had another big year of growth for *Grota Appraisals*. Our municipality count has grown again and we now have 75 municipalities in our portfolio. Most of these are neighboring communities. We wish to thank our new municipalities for entrusting us with being your new assessor and we would also like to thank our established municipalities for your continued support. We guarantee that you will all be pleased with our assessment services.

In this newsletter we will introduce two new staff members that have joined the *Grota Appraisals* family and say goodbye to a very experienced employee. We also added another member to our "10 Year" club. Be sure to read "What's New from the DOR" regarding a new BOR training video available, new Open Book posting guidelines, "Major Class" percentage change and more. Lastly, we will tell you about the two websites we host where anyone can get property information for over 900 Wisconsin municipalities.

We have included the 2016 Year in Review for your municipality. The last page of the report lists the Top 50 Properties by Assessed Value in your municipality. At your request, we will provide the 2016 Top Tax Payers Report which totals all of the real estate and personal property assessed values per taxpayer and identifies the 30 with the highest combined assessed values in your municipality.

Grota Appraisals Hires a New Commercial Assessor

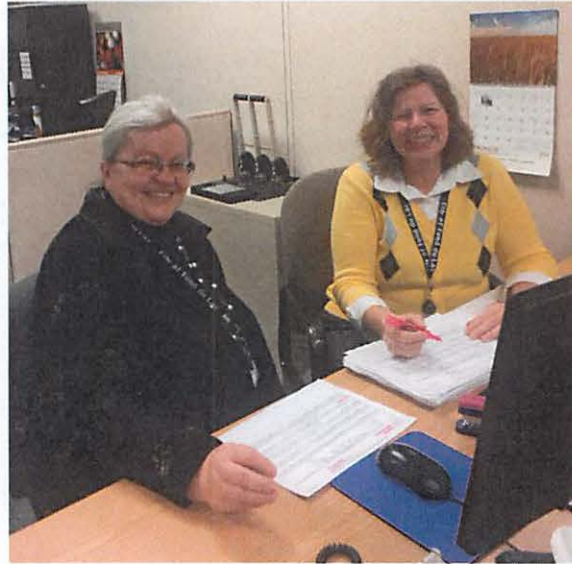
Due to our continued growth, we have added a new assessor. Jim Young had previously worked for *Grota Appraisals* from 2008-2012 and has now rejoined our family after working at the Wisconsin Department of Revenue Equalization Bureau for two years and then at the New Hanover County Tax Department in North Carolina. He is a very experienced assessor with 22 years of assessing experience specializing in commercial analysis and revaluations. Welcome back, Jim!



Jim Young

Grota Appraisals Says Goodbye to Linda and Hello to Ellie

Linda Schiessl will be saying good bye on December 31st. Linda has been with the City of Fond du Lac since 1984. She started as a Word Processing Operator and was the only employee to have a computer. She needed an office by herself because the computer and dot matrix printer were so loud! Linda also worked as the first Network Specialist, Recording and Agenda Secretary in the City Clerk's office, and technician in the Assessor's office. We will greatly miss Linda, her vast knowledge, and delicious homemade pies she spoiled us with. Ellen (Ellie) Kiczula will now take over the reins. Ellie enjoys camping, canoeing and hiking. We welcome Ellie and know she will be a great addition to the Fond du Lac Assessor's office.



Good Bye Linda Schiessl (on right) and welcome Ellie Kiczula (on left)

Welcome to the 10 Year Club



Andrea Kunkel becomes the sixth current Grota employee to celebrate her 10 year anniversary with *Grota Appraisals*. Andrea is an expert at data entry, very professional at answering phones, loyal, dedicated and she keeps us laughing. Congratulations, Andrea!

What's New from the DOR

Five popular forms were revised by the DOR last year and they are now available to be filled in online. They include:

- PR-130 Summary of Open Book Actions
- PA-115A BOR Objection Form – Real Property
- PA-115B BOR Objection Form – Personal Property
- PA-813 Request for Waiver of Board of Review Hearing
- PA-814 Request to Testify by Telephone or Submit a Sworn Statement at the BOR

DOR Reports – MAR, TAR, ECR

- The DOR will now include municipal clerks on the emails that include filing deadlines on these reports

2017 Board of Review Training

- NEW video with a mock initial two hour BOR session is available at the following:
 - UW-Extension – <http://lgc.uwex.edu/>
 - Clerks Association – <http://wisclerks.org/education-training/training1/>
 - Towns Association sessions at the district meetings from January to March – <http://www.wisctowns.com/home>

2015 Act 79 – Changes to posting the notice for Open Book

- A municipality that posts a legal notice in lieu of publication may do either of the following:
 - Post the notice in three public places (existing law)
 - Post the notice in one public place and publish the notice on the municipality's internet site (new)

2015 Act 145 - Real Estate Transfer Return (RETR) (Effective 2-2-16)

RETRs are now required for these types of conveyances:

- From the US or from the state
- For the purpose of taking land due to road, street, highway, or right of way to the US or to the state
- Sale for delinquent taxes or assessments

2015 Act 216 – Tax Admin Technical Changes

- Allows the DOR to suspend an assessor's certification or order corrective action to avoid revocation or suspension
- Removes the option for an assessor to take certification exams to re-certify rather than attend continuing education and Annual Assessor Meetings

2015 Act 322 - 70.05 Compliance (Effective March 31, 2016)

- Redefines the “Major Class” of property from being 5% of the municipality’s total value to now being 10% of the municipality’s total value
- Shortens the assessment compliance cycle by one year
 - The Municipality must now be within 10% of the Equalized Value once every six years
 - The DOR will order a state supervised assessment after six consecutive years of non-compliance

Old Law – Major Class >5%	New Law – Major Class >10%
Year 4 - 1 st Notice of Non-Compliance	Year 4 - 1 st Notice of Non-Compliance
Year 5 - Training Notice	Year 5 - 2 nd Notice of Non-Compliance
Year 6 - Training Year	Year 6 - Order for Supervised Assessment
Year 7 - Order for Supervised Assessment	Year 7 - Supervised Assessment Occurs
Year 8 - Supervised Assessment Occurs	

Assessor Certification levels – Proposal

- The current requirements for a municipality’s level of assessor certification of Assessor 1, Assessor 2, or Assessor 3 were established in 1980 and are as follows:
 - Assessor 1 – real estate full value less than \$100,000,000
 - Assessor 2 – real estate full value \$100,000,000 to 750,000,000 (excluding MFG)
 - Assessor 3 – real estate full value over \$750,000,000 (excluding MFG)
- There is a proposal to update the municipality’s level of assessor certification requirement. The proposal will take into consideration the real estate full value and the number of parcels. The goal is to be published in the 2018 WPAM and be effective for 2019.

Important 2016 dates

- December 9, 2016 - non filer letter sent if the 2016 final MAR or TAR was not filed and the BOR is complete
- December 31, 2016 - deadline to submit a final or amended 2016 MAR, TAR and AAR

Important 2017 dates

- March 10, 2017 - deadline to submit PAD data for 2016 sales (we take care of this)
- June 12, 2017 - deadline to submit 2017 MAR, TAR and ECR (we take care of this)
- August 1, 2017 - Release of Preliminary Equalized Values (by DOR)
- August 15, 2017 - Release of Certified Equalized Values (by DOR)
- November 1, 2017 - Major Class Comparison Report posted and non-compliance notices issued (by DOR)

Assessment Data Websites

Be sure to take a look at the website we host at www.assessordata.org. Currently all of our municipalities are listed on the website as well as over 900 other Wisconsin municipalities that use our Market Drive software. You simply search by the county and then either the street address or tax key number.

AssessorData



This one-stop property information resource is provided as a public service through the cooperation of municipalities and Real Property Data. Together, we are pleased to make this data easily accessible to you. [? HELP](#)

Search by County and Property Address or Tax Key Number

Select County ▼

Property Street Address (e.g. 123 N Water St) OR Tax Key Number

Search

Then click “View Details” and you get basic assessment information for no charge. This is a wonderful site to give to anyone asking for assessment information. Let them do the searching instead of you! Here is a sample of the information you get for no charge:

Tax Key Number: OC.OC-0537-002 [? HELP](#)

Property address:
1320 Prairie Creek Blvd
City of Oconomowoc, WI

Abbreviated legal description:
LOT 2 PRAIRIE CREEK RIDGE & UNDIV INT OUTLOTS 1-3, 5 & 7 PT NE1/4 & SE1/4 OF NW1/4 & NW1/4, NE1/4, SW1/4 & SE1/4 OF NE1/4 SEC 27 T8N R17E L DOC# 4113497

Acres (county records): 0

Building 1 description: 2 story alum/Vinyl colonial Size: 3,422 sq feet Year built: 2015

Additional structures: 0

Date of last building permit: 5/14/2015

Last sale date: 12/1/2014

Total assessed value of land: \$69,800

Total assessed value of buildings: \$285,400

Assessment year: 2015

©2005-2016 Real Property Data. All rights reserved.

You may also want to consider adding a link to this site on your municipal website.

If more detailed information is needed, we have host another website www.assessordata.com where for only \$1.20 per lookup someone can get the entire property record card, photo and sketch (if available). This is another great site to pass on when you get a property request or someone wants a copy of the sketch. Here is a sample of what they get:

Tax key number: OCOC-0537-002

Property address: 1320 Prairie Creek Blvd

Neighborhood / zoning: Prairie Creek Ridge

Traffic / water / sanitary: Light / City water / Sewer

Legal description: LOT 2 PRAIRIE CREEK RIDGE & UNDIV INT OUTLOTS 1-3, 5 & 7 PT NE1/4 & SE1/4 OF NW1/4 & NW1/4, NE1/4, SW1/4 & SE1/4 OF NE1/4 SEC 27 T8N R17E :: DOC# 4113497

Summary of Assessment	
Land	\$69,800
Improvements	\$285,400
Total value	\$355,200

Summary of Last Valid Sale	
Sale date	12/1/2014
Sale price	\$73,000
Document no	4113497

Land									
Qty	Tax Classification	Unit of Measure	Width	Depth	Sq Ft	Acres	Waterfront	Description	Assess Value
1	Residential	Sub lots			10,106	0.232	None	Level, Open	\$69,800
Total land:									\$69,800

Residential Building		
Year built:	2015	Full basement: 1,245 SF
Story height:	2 story	Crawl space:
Style:	Colonial	Rec room:
Use:	Single family	FBLA: 872 SF
Exterior wall:	Alum/vinyl	First floor: 1,245 SF
Roof type:	Asphalt shingles	Second floor: 1,304 SF
Heating:	Gas, forced air	Finished attic:
Cooling:	A/C, same ducts	Unfinished area:
Bedrooms:	5	Att garage, frame or cb: 716 SF
Family rooms:	1	Open porch, frame, lower: 95 SF
Baths:	3 full, 1 half	Deck, fir or pine: 216 SF
Total rooms:	12	
Whirl / hot tubs:		
Masonry FPs:		
Metal FPs:		
Gas only FPs:	1 openings	Masonry adjust: 100 SF
Bsmt garage:		Grade factor: B
Shed dormers:		Condition: Average
Gablehip dorm:		Percent complete: 100%



Residential assessed building value: \$285,400 Total square feet: 3,422



As always, we thank you for allowing us to be your assessor!

Future Topics

We try to make our *Grota Appraisals* newsletter informative and useful to our communities. If there are any topics you would like covered in future newsletters, please contact Patty. We always welcome your inquiries and comments. After all, we are your Assessor.

How to Contact Us

Main Office: N88 W16573 Main St. Menomonee Falls, WI 53051

Phone number: (262) 253-1142

Fax number: (262) 253-4098

Emails:

Les Ahrens	Lead Appraiser	les@wi-assessor.com
Darcie Beernink	Office Staff (Sheboygan)	darcie.beernink@sheboygan.wi.gov
Linda Baxter	Lead Appraiser (Fond du Lac)	lbaxter@fdl.wi.gov
Nate Carlson	Appraiser	nate@wi-assessor.com
Pam Feavel	Personal Property/Office	pamela@wi-assessor.com
Michael Grota	Owner	mike@wi-assessor.com
Judy Hassmann	Appraiser	judy@wi-assessor.com
Rob Kilday	Appraiser	rob@wi-assessor.com
Ray Koscak	Appraiser	ray@wi-assessor.com
Andrea Kunkel	Office Staff	andrea@wi-assessor.com
Kelly Osterman	Office Staff	kelly@wi-assessor.com
Patty Rollinger	Office Manager	patty@wi-assessor.com
Ellie Kiczula	Office Staff (Fond du Lac)	ekiczula@fdl.wi.gov
RaeAnn Schmitz	Lead Appraiser (Sheboygan)	raeann.schmitz@sheboygan.wi.gov
Jessica Toth	Office Staff	jessica@wi-assessor.com
Jim Toth	Co-Commercial Analyst	jim@wi-assessor.com
Jim Young	Co-Commercial Analyst	jimmy@wi-assessor.com

2016 Year In Review

prepared for

City of Sheboygan, Sheboygan County

prepared by

**City of Sheboygan
Assessment Department, 828 Center Ave Ste 302
Sheboygan, WI 53081
(920)459-3388**

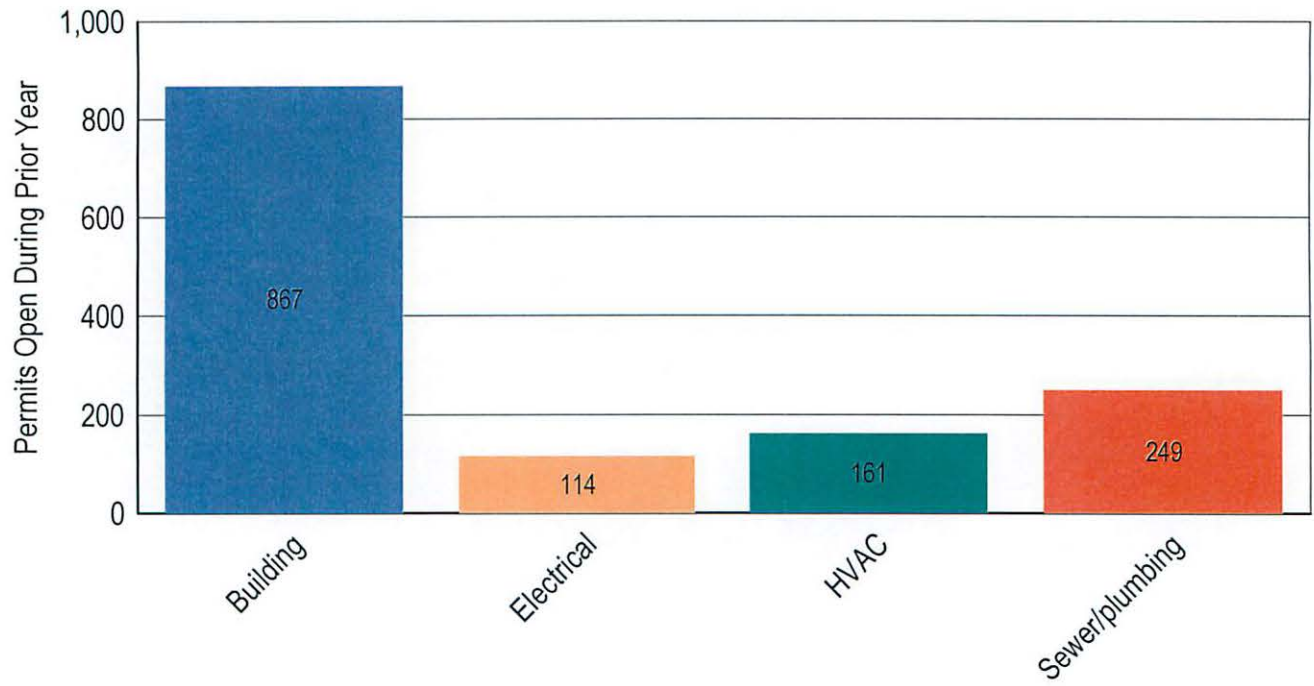
date prepared

December 14, 2016

Summary of Work Done

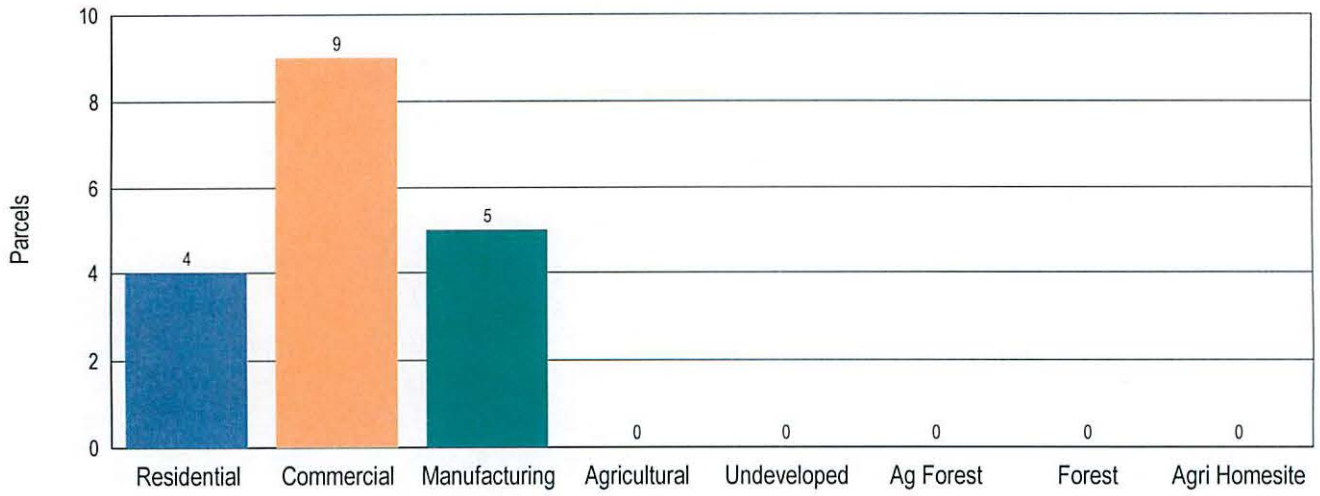
Action Item	# of Times Completed
Initial data entry	2
Full inspection	26
Letter sent	2,697
New tax exemption request filed (PR-230)	4
Drive-by inspection	100
Sale review	19
Ag use verification	11
Phone call	46
Office Review	223
Appraiser's Notes	8
Exterior inspection	108
Open book appointment	6
No occupant available - left tag	27
Property info estimated	51
Respond to taxpayer phone call	34
Respond to taxpayer email	6
Respond to taxpayer letter or fax	2
Respond to taxpayer in person (walk-in)	12
Onsite visit	97
Building permits fielded	1,391
Properties split	49
Property values changed	507
Sales entered/validated	1,521

Building Permit Activity that Affected Property Values

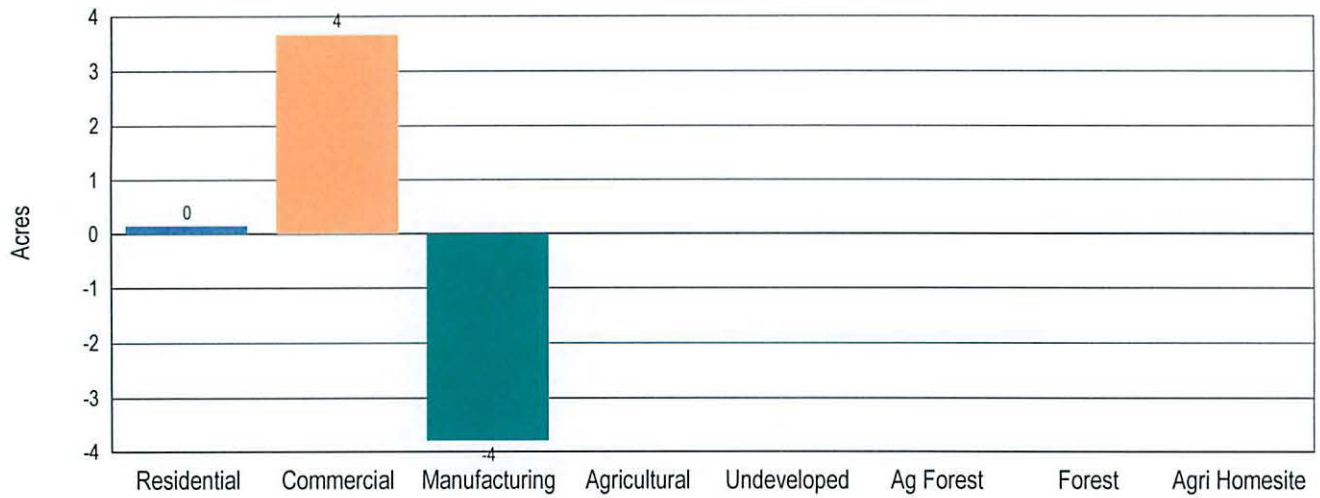


Shifts in Classification

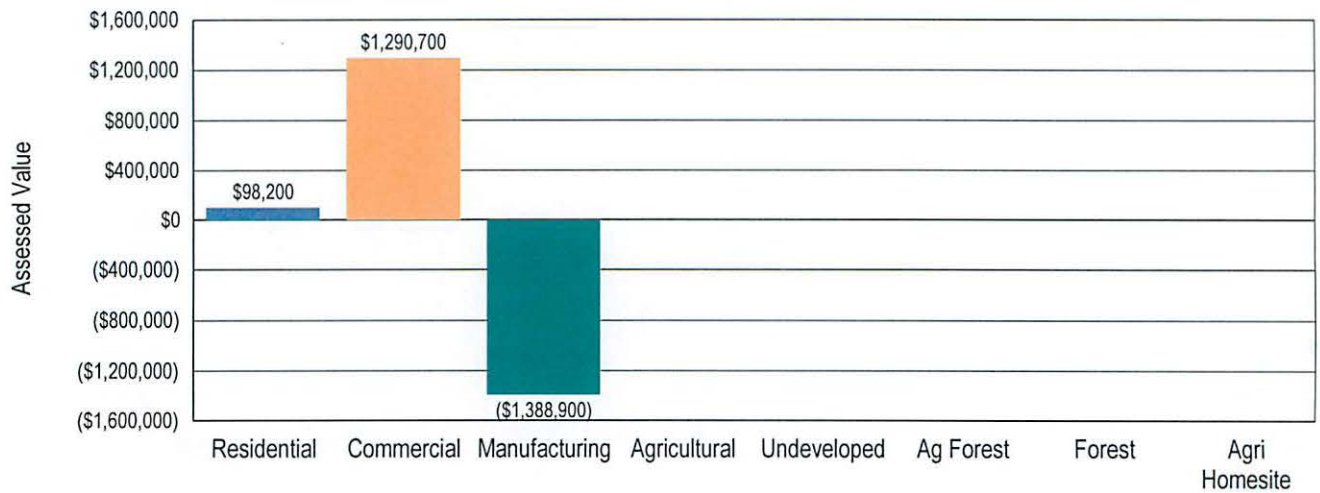
Parcels Affected



Acres Transferred

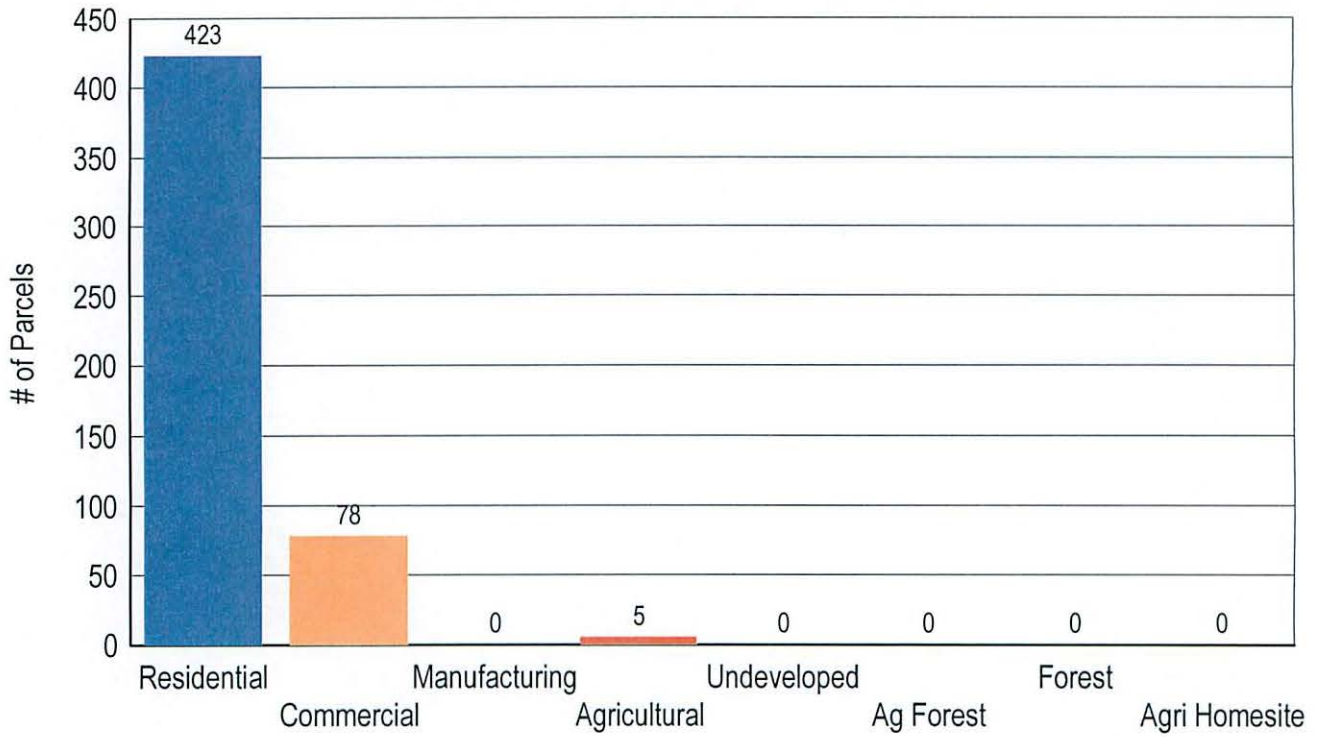


Assessed Value Transferred

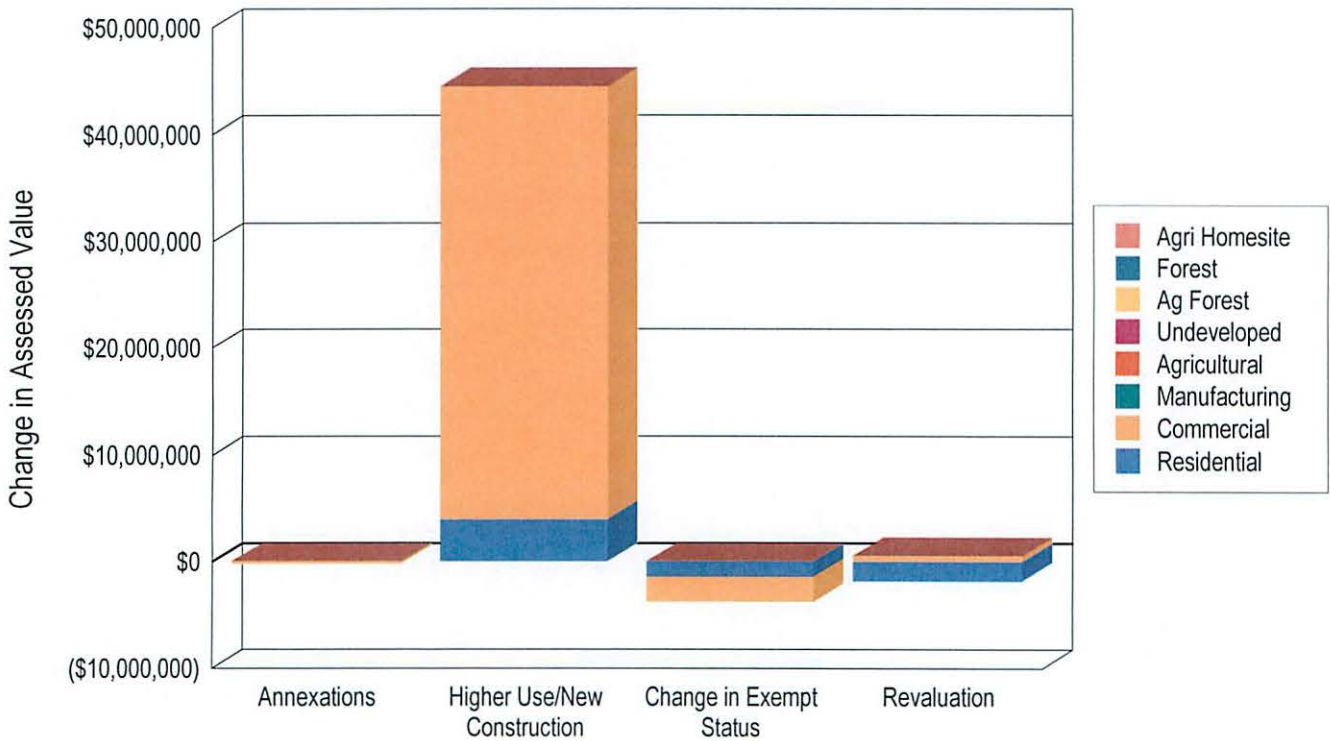


Changes in Assessed Value

Number of Parcels Whose Value Changed

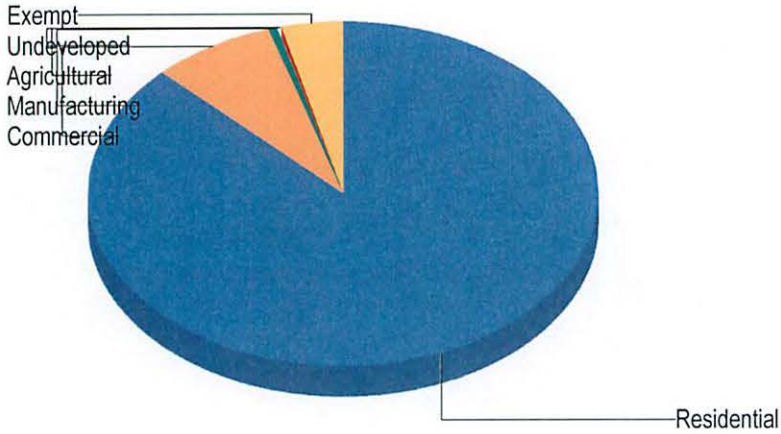


Reasons For Change



Summary of all Real Estate

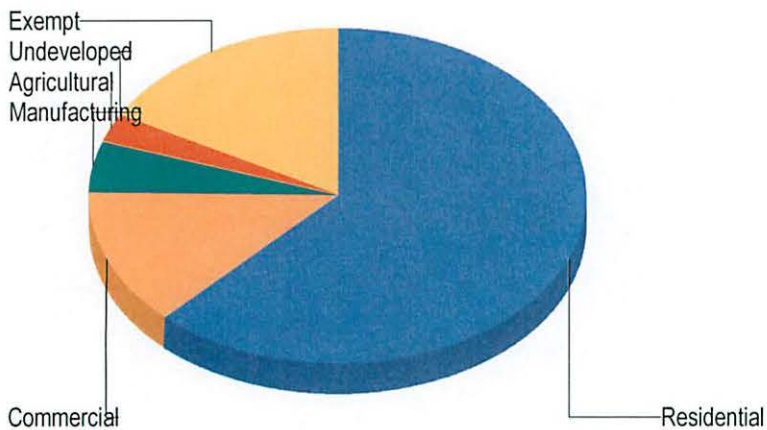
Parcel Counts



Residential	15,471	87.6%
Commercial	1,360	7.7%
Manufacturing	110	0.6%
Agricultural	11	0.1%
Undeveloped	1	0.0%
Exempt	704	4.0%
Total:	17,657	100.0%

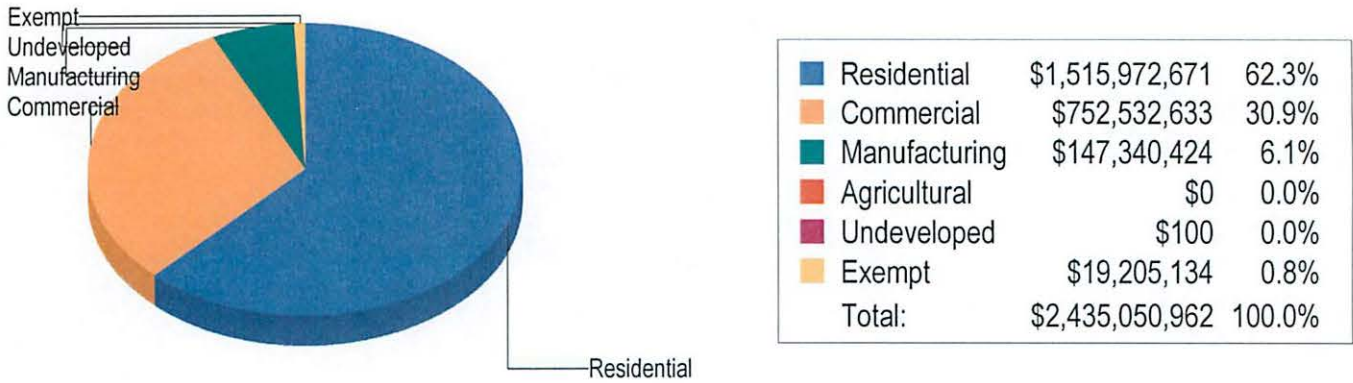
* Total parcel count shown in legend may not equal the actual number of properties in the municipality because a single property can have land or improvements in more than one tax class.

Acreage

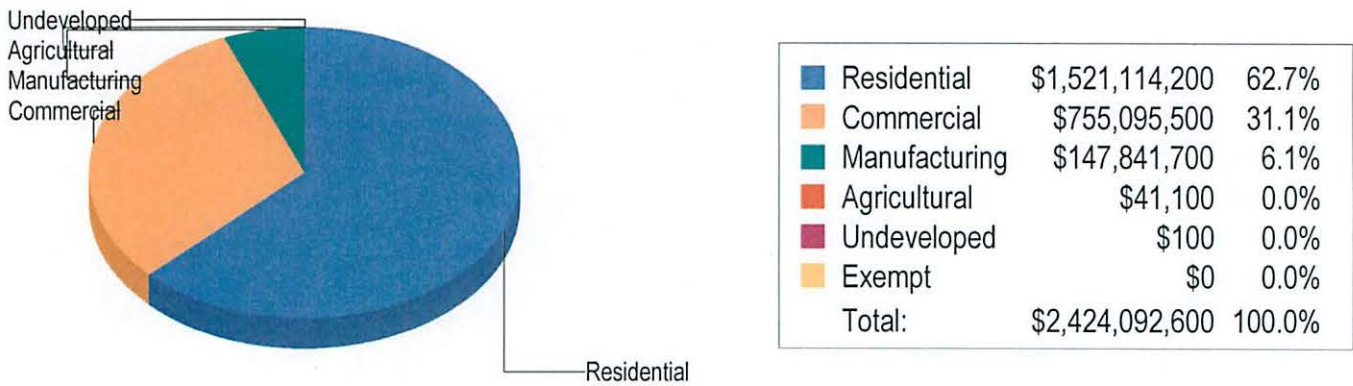


Residential	7,048	62.3%
Commercial	1,480	13.1%
Manufacturing	567	5.0%
Agricultural	295	2.6%
Undeveloped	3	0.0%
Exempt	1,918	17.0%
Total:	11,311	100.0%

Total Market Value



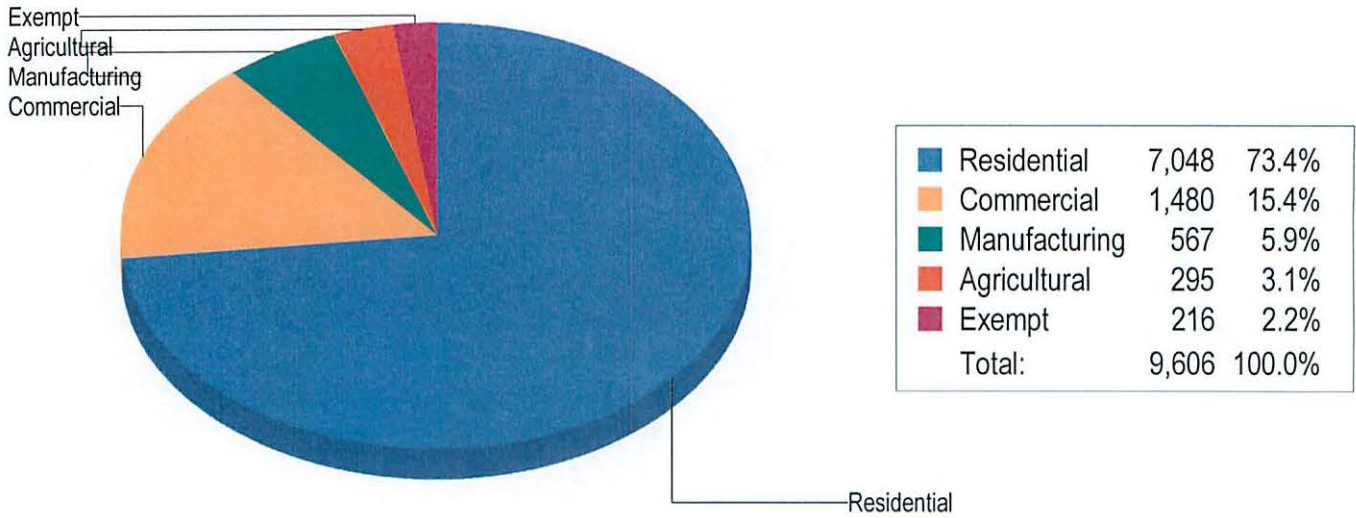
Total Assessed Value



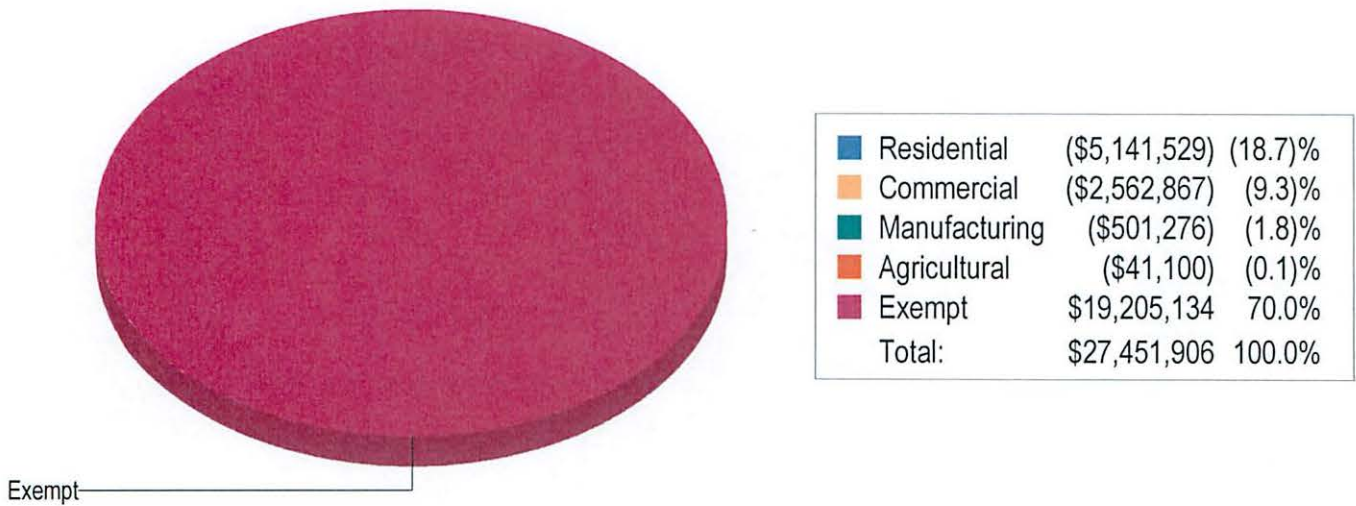
Reductions in Land Value for Tax Assessment Purposes

Not all land is assessed at full market value. The following is a summary of the acres and values reduced.

Number of Acres Whose Value was Reduced

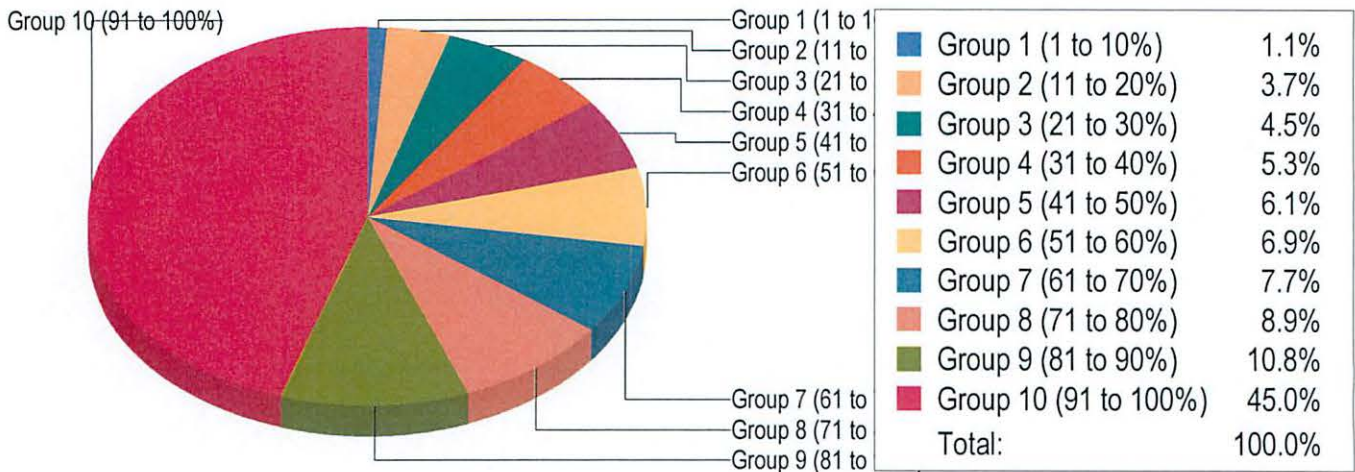
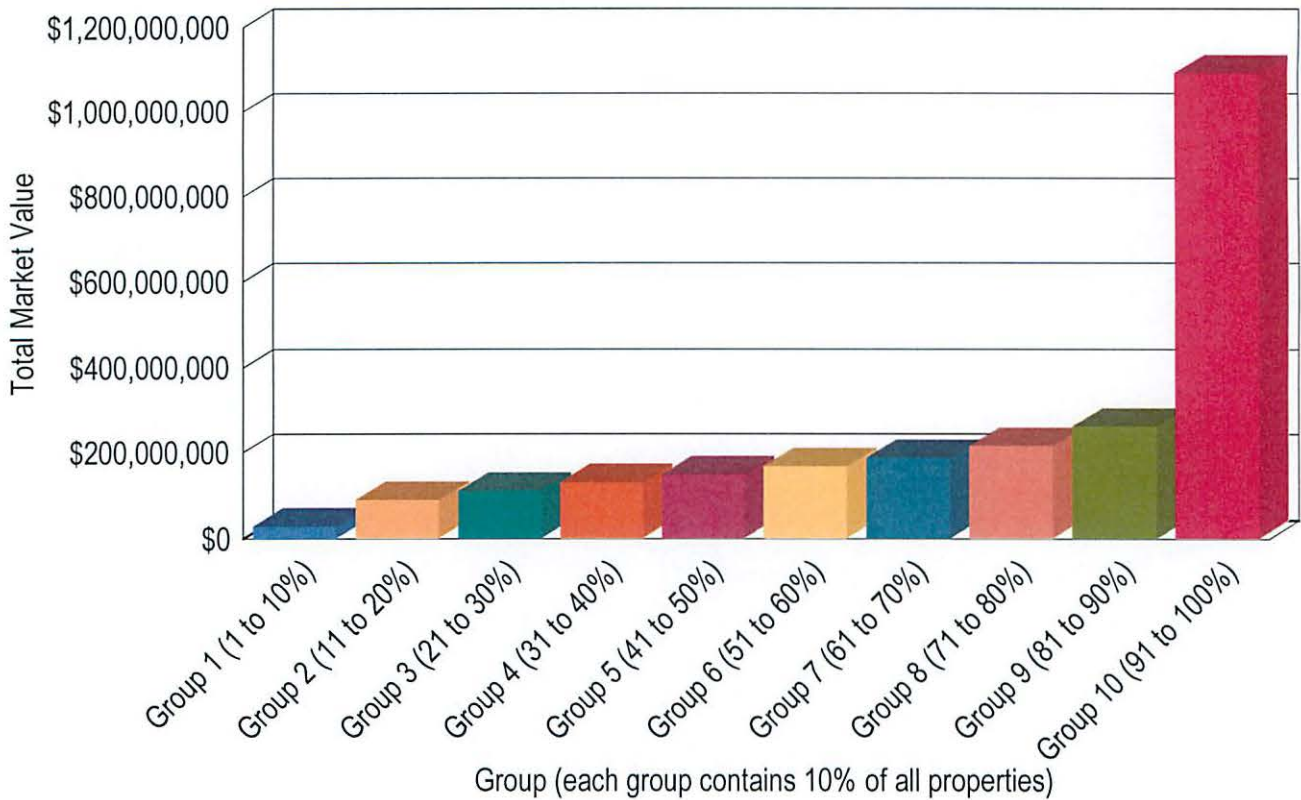


Reduction in Value



Concentration of Property Value

Each group contains 10% of all properties. The first group contains the properties with the lowest market value. The last group contains the properties with the highest market value.



Top 50 Properties by Assessed Value

Tax Key Number	Street Address	Owner	Total Assessed Value
431085	2800 S Taylor Dr	Acuity, A Mutual Insurance Company	\$68,087,100
206606	2414 Kohler Memorial Dr	% Aurora Health Care Inc Snh Medical Office	\$20,225,200
321310	725 Blue Harbor Dr	Sheboygan Acquisitions LLC New Frontiers C	\$13,539,000
479120	3711 S Taylor Dr	Wal-Mart Stores Inc	\$13,265,000
423812	3524 Washington Ave	American Orthodontics Corp	\$11,151,900
479013	4243 Gateway Dr	J.L. French LLC	\$10,763,400
214072	1236 N 18th St	Vollrath Co LLC, the	\$9,142,900
215133	595 S Taylor Dr	Sheboyganfest Holding LLC	\$8,499,200
431120	2625 S Business Dr	Cole Ps Sheboygan WI LLC %Roundys Supe	\$8,372,300
215850	3347 Kohler Mem Dr	Meijer Stores LP %Mid America Real Estate '	\$8,364,800
470850	4303 Thielman Dr	Country Village Apts LLC	\$6,667,000
719370	1231 Eisner Ave	Terrace Aid Propco LLC	\$5,980,500
416780	2215 Union Ave	Piggly Wiggly Midwest, LLC	\$5,704,700
719420	1501 Eisner Ave	Lakeshore Properties Ltd	\$5,353,000
431080	2143 Bollmann Dr	Foxcroft Limited Ptnshp %Marvin F Poer & C	\$5,284,500
629040	2732 N 15th St	Plastics Engineering Co	\$5,156,800
423853	3220 Crocker Ave	Retirement Realty, LLC % Padanaplast Usa I	\$5,117,100
206590	1317 N 25th St	Grocery Dst Pns	\$5,093,400
470854	4323 Morning View Ct	Country Village-Phase II LLC	\$5,065,000
431756	3036 S Business Dr	Pjr Properties LLC	\$4,944,300
479146	3823 Germaine Ave	Sheboygan Hotel LLC % Zipperer, Mark	\$4,878,000
719340	2817 N 15th St	Pjr Properties LLC	\$4,825,200
630844	2920 Superior Ave	St Nicholas Hospital	\$4,401,700
215803	1411 N Taylor Dr	Taylor Medical LLC	\$4,339,200
209960	2218 Julson Ct	Nemschoff Chairs LLC Corporate Tax	\$4,211,500
471012	4605 Amanda Ln Unit A	Amanda Lane Apartments, LLC	\$4,195,000
423830	3333 Crocker Ave	Mwu Pemco Acquisition Corp	\$4,053,100
619145	3706 Superior Ave	Village Green Apts, LLP	\$3,918,500
629020	1815 Eisner Ave	Plastics Engineering Co	\$3,886,800
431074	2128 Meadowland Dr	Shimshun, LLC & Flounder LLC & Ktmac, LL'	\$3,799,000
215821	3319 Superior Ave	Nhp WI Sheboygan LLC %Altus Group Us In	\$3,741,700
206630	2124 Kohler Memorial Dr	2230 LLC	\$3,721,000
216112	4120 N Frontage Rd	Sheboygan LLC	\$3,622,400
479088	4036 Weeden Creek Rd	Wisconsin Becknell Investors LLC	\$3,604,600
108170	605 N 8th St	First Wis Natl Bank	\$3,559,200
423871	3101 S Taylor Dr	J.L. French LLC	\$3,544,100
423920	1902 Mead Ave	Fce Sheboygan, LLC	\$3,540,500
431555	2031 Washington Ave	Casper Real Estate LLC Lakeshore Display C	\$3,533,600
321470	3312 Lake Shore Dr	Watry Industries Inc	\$3,400,200
601961	1705 Martin Ave	Gill-Janssen Corp. % Polyfab Corp.	\$3,388,300
110440	636 Wisconsin Ave	Wells Fargo Bank % Thomson Prop Tax Sen	\$3,361,400
215900	1414 N Taylor Dr	Taylor-Superior LLC	\$3,361,000
215104	518 S Taylor Dr	Shopko Spe Real Estate, LLC	\$3,350,400
431660	2216 S 24th St	Spiller Spring Co	\$3,313,700
431730	3124 S Business Dr	Pjr Properties LLC	\$3,268,100
631521	1703 N Taylor Dr	St Nicholas Hospital Sisters of St Francis	\$3,263,800
215122	521 S Taylor Dr	Taylor Heights Air Bay LLC Et.Al.	\$3,244,000
470852	4429 Lilac Ct	Country Village-Phase II LLC	\$2,122,000
470522	3664 S Taylor Dr	Brown Deer Pride, LLC	\$1,711,000
107540	919 Wisconsin Ave	Doneff Asset Company, LLC	\$1,659,100

III

Res. No. _____ - 16 - 17. By Alderperson Donohue. January 3, 2017.

A RESOLUTION authorizing the appropriate City officials to execute a Utility Easement for installation and maintenance of a 20' water main from Tower Drive to Weeden Creek Road through City lands.

WHEREAS, on May 2, 2016, R.O. No. 2-16-17 by the Board of Water Commissioners regarding approval of the above-mentioned utility easement was accepted and filed by the Common Council.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the 20 Foot Wide Utility Easement, a copy of which is attached hereto.

Consent

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

20 FOOT WIDE UTILITY EASEMENT

THIS INDENTURE, made this ____ day of _____, 2016, by the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTOR**," and the City of Sheboygan Water Utility, Wisconsin, "**GRANTEE**";

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by the said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a water transmission main in, under, and along the following described property:

Return to:
Sheboygan Water Utility
72 Park Ave.
Sheboygan, WI 53081

Part of Parcel 59281-479100

A parcel of land located in Lot 10 of the Subdivision Plat of the Sheboygan Business Center located in the SE ¼ of Section 4, T14N R23E, City of Sheboygan, County of Sheboygan, Wisconsin.

Commencing at the South ¼ corner of said Section 4; thence S 85 degrees 5 minutes 2 seconds E along the south line of the SE ¼ of said section 628.07 feet; thence N 4 degrees 54 minutes 58 second E, 45.00 feet to a point on the north right-of-way line of Weeden Creek Road and the south line of said Lot 10, said point also being the point of beginning of the centerline description for this 20 Foot Wide Utility Easement; thence along said centerline of easement N 19 degrees 10 minutes 25 seconds W, 115.07 feet; thence along said centerline N 2 degrees 44 minutes 27 seconds E, said centerline is located 35.00 feet east and runs parallel to the east line of Lots 1 and 2 of Certified Survey Map recorded in Volume 24, Pages 81 and 82 of the Sheboygan County Register of Deeds, 405.07 feet to the south right-of-way line of Tower Drive, also being a northerly line of Lot 10, and the end of said centerline description; thence N 89 degrees 19 minutes 58 seconds W, 605.21 feet to the west line of the SE ¼ of Section 4; thence S 0 degrees 40 minutes 2 seconds W along said west line 511.59 feet back to the Point of Beginning, said easement containing 10,477 square feet or 0.24 acres

GRANTOR reserves the right to use the **PERMANENT EASEMENT PARCEL** for purposes which will not interfere with the **GRANTEE'S** full enjoyment of the rights hereby granted.

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said water transmission main.

The **GRANTEE** shall not specially assess **GRANTOR** for the water transmission main construction. **GRANTEE** acknowledges that site restoration is to be provided by **GRANTEE** in connection with construction of the water transmission main.

III

Res. No. - 16 - 17 . By Alderperson Belanger. January 3, 2017.

A RESOLUTION authorizing the appropriate City officials to execute a revised WISCORS Cooperative Agreement between the State of Wisconsin Department of Transportation and the City of Sheboygan.

WHEREAS, the Wisconsin DOT has agreed to provide the City of Sheboygan with two licenses regarding the Wisconsin Continuously Operating Reference Stations (WISCORS) Network.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is hereby authorized to execute the revised WISCORS Cooperative Agreement in form substantially similar to the attached.

Consent

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**WISCORS
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF WISCONSIN,
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF SHEBOYGAN (PARTNER)**

THIS AGREEMENT is made between the State of Wisconsin, acting by and through the Secretary of the Department of Transportation (hereinafter referred to as DEPARTMENT), 4802 Sheboygan Ave.; Madison, WI 53705, and THE CITY OF SHEBOYGAN, acting by and through the Mayor of the City of Sheboygan (hereinafter referred to as the PARTNER); 2026 New Jersey Ave.; Sheboygan, WI 53081-4414.

1 Purpose

- 1.1 Section 66.0301 of the Wisconsin State Statutes, provides that the Secretary of Department of Transportation may coordinate the activities of DEPARTMENT under Sections 84.01(6) and (13), 84.06(1m), 84.09, 84.095, and 85.09, Wis. Stats. with other appropriate public authorities under Sections 86.25, 114.31 and 114.32, Wis. Stats., and enter into cooperative agreements with such authorities as necessary to carry out their duties, powers, and functions.
- 1.2 DEPARTMENT, in the interest of the traveling public and for the benefit of public safety, is developing a Wisconsin Continuously Operating Reference Stations (WISCORS) Network throughout the State of Wisconsin (hereinafter referred to as the PROGRAM). This PROGRAM will provide information needed to increase the accuracy of field collected Global Positioning System (GPS) survey and Geographic Information System (GIS) grade data. The PROGRAM is a system of GPS receivers permanently fixed at sites located in cities, counties, or villages throughout Wisconsin that provide positions on points of interest in real time instantaneously. DEPARTMENT intends to enact administrative rules assessing fees for access to the information supplied by the PROGRAM, as authorized by the Wisconsin Legislature in recently-enacted s. 85.63(2), Wis. Stats.
- 1.3 The PARTNER recognizes that the PROGRAM is a mutually beneficial way to participate in the implementation of the DEPARTMENT'S PROGRAM effort, and agrees to assist the DEPARTMENT with its goal of providing coordination, guidance, and support of other governmental entities as needed for development and maintenance of the PROGRAM, and agrees to participate by making the resulting GPS data available free of charge to the DEPARTMENT.

2 Responsibilities of Agencies

- 2.1 The PARTNER agrees to:
 - 2.1.1 Provide power to operate the GPS receiver and Uninterrupted Power Supply (UPS) (approximately 10 watts is needed); suitable and secure high speed internet (i.e. DSL, cable, etc.) connection to continuously send GPS data to the DEPARTMENT'S computer

sever; a secure facility to house the GPS receiver and related accessories; and the facility and/or land to place the monument.

- 2.1.2 The PARTNER shall notify the DEPARTMENT of any problems with the site and provide the necessary resources to resolve any minor operational issues with the site (e.g. reset GPS receiver, clean snow off GPS antenna, check power and/or internet connection, etc.)
- 2.1.3 Supply free of charge, upon completion of the WISCORS station, all necessary data collected by the PROGRAM, to the DEPARTMENT. This duty to make data collected available to the DEPARTMENT shall continue until termination of this Agreement.
- 2.2 DEPARTMENT agrees to:
 - 2.2.1 In cooperation with the PARTNER, carry out reconnaissance and select a suitable site for the CORS monument.
 - 2.2.2 Construct the CORS monument, including payment for all materials.
 - 2.2.3 Place conduit and buy all cabling needed to carry data from antenna on top of monument to the secure PARTNER structure that houses the GPS receiver.
 - 2.2.4 Purchase and install lightning suppressor and access box and cover to protect the GPS equipment from lightning.
 - 2.2.5 Purchase, install, and maintain GPS receiver, Uninterrupted Power Supply/Battery Backup if required, antenna, antenna cable, and cabling necessary to connect to Internet, including any modifications to the PARTNER building, such as conduit access points through walls and floors. All modifications to the partner building and site will comply with building and fire codes and will be done in a good workmanlike fashion.
 - 2.2.6 Purchase, install, and maintain the GPS hardware and software including future upgrades necessary in order to centrally implement and manage the proposed statewide PROGRAM, including but not limited to, network server, telecommunications equipment (at the server), and facilities.
 - 2.2.7 Provide two licenses (access codes) free of charge to the PARTNER to gain access and operation to utilize the PROGRAM for surveying and positioning services for as long as the PARTNER provides the facilities and utilities specified in Section 2.1.1.
 - 2.2.8 Maintain the proposed WISCORS so as to provide continuous operation throughout the state.
 - 2.2.9 Retain ownership of monument, GPS hardware and software, and all necessary cabling provided by the DEPARTMENT to operate the GPS receiver at the PARTNER site.

3 Reports and Inspections

- 3.1 Nothing in this Agreement shall deny the DEPARTMENT the right to inspect the system for satisfactory compliance with the requirements of the Agreement during normal business hours of the PARTNER building. The PARTNER reserves the right to accompany the DEPARTMENT during such inspections.

4 Certification of Funds: Term

- 4.1 This Agreement is subject to the determination by the DEPARTMENT that sufficient funds have been appropriated by the Wisconsin Legislature (or other governmental entities) to the DEPARTMENT for the purposes of this Agreement. If the DEPARTMENT determines that sufficient funds have not been appropriated for purposes of this Agreement, then this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.
- 4.2 This Agreement shall continue in force unless modified as provided in this subsection, or terminated as provides in subsection 4.3 below. The terms and conditions of the Agreement may be reviewed by the parties at any time. At the time of the review, the parties shall determine whether the terms and conditions of this Agreement are still satisfactory to each party or whether modifications are required. If modifications are required, such changes shall be made by written amendment executed by both parties. Each party is free to request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect and such modifications may be made by written amendment upon the mutual agreement of both parties.
- 4.3 This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination the DEPARTMENT shall 1) remove its equipment and the CORS monument, and 2) restore the property to its original condition at its own cost.

5 Disputes

- 5.1 In the event that any disputes arise between the DEPARTMENT and the PARTNER concerning interpretation of, or performance pursuant to, this Agreement, such dispute shall be resolved mutually between the Secretary of the Wisconsin Department of Transportation or authorized representative and the PARTNER'S authorized representative.

6 Notice

- 6.1 Notice under this Agreement shall be directed as follows:

City of Sheboygan
Engineering Division
2026 New Jersey Ave.
Sheboygan, WI 53081-4414
ATTN: Ryan J. Sazama, P. E., AIA
Telephone: 920-459-3485
E-Mail: Ryan.Sazama@sheboyganwi.gov

Wisconsin Department of Transportation
Bureau of Technical Services
Truax Center
3502 Kinsman Blvd.
Madison, Wisconsin 53704
ATTN: Ray A. Kumapayi
Telephone: (608) 246-7941
E-mail: ray.kumapayi@dot.wi.gov

7 General Provisions

- 7.1 This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement.

- 7.2 Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 7.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Wisconsin.
- 7.4 This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modifications thereof.
- 7.5 Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be duly executed in duplicate as of the day and year last written below.

PARTNER: _____ Date: _____

Michael J. Vandersteen, Mayor, City of Sheboygan

DEPARTMENT: _____ Date: _____

Ray A. Kumapayi, Chief, Surveying & Mapping Section, WisDOT

II

R. O. No. - 16 - 17. By CITY CLERK. January 3, 2017.

Submitting a claim from Allen Brotz for alleged damages to his mailbox when a snow plow hit it.

Inance

City Clerk

DATE RECEIVED

12-19-16

RECEIVED BY

MD

CLAIM NO.

22-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

DEC 19 '16 AM 9:43

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

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

1. Name of Claimant: Allen Brotz

2. Home address of Claimant: 1822 Tivoli Lane

3. Home phone number: 920 918 6599

4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) Between 12/12 + 12/15⁰¹ Vacation

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

7. How did damage or injury occur? (give full description) Snow Plow Hit Mail Box (2nd Time in 15 years)

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

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

(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: N/A

(b) Claimant's statement of basis for such liability: N/A

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

11. Name and address of any other person injured: N/A

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

Auto: \$ _____

Property: \$ 333,89

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL

\$ 333,89

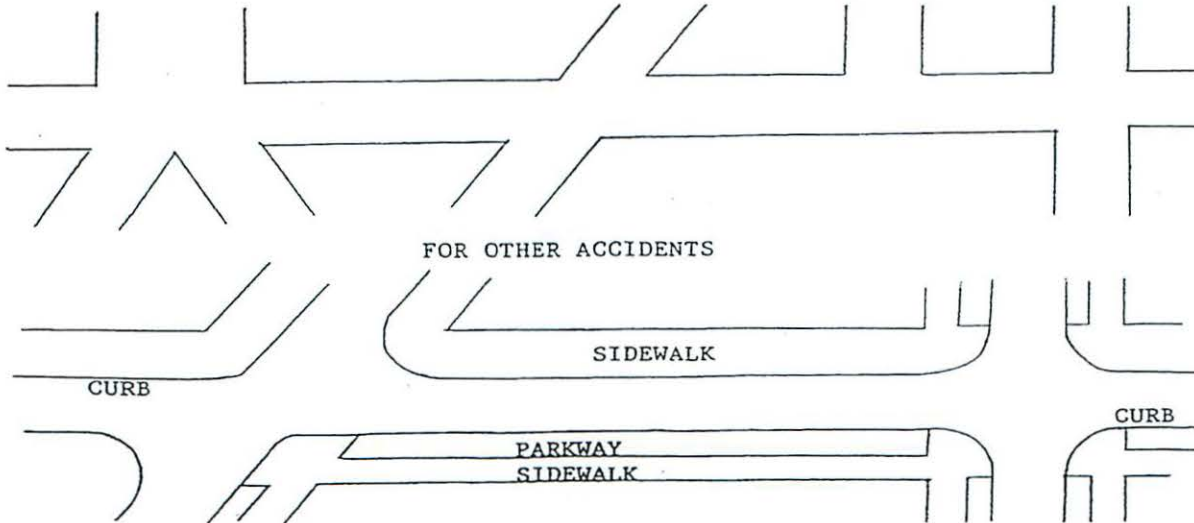
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

Allen B...

DATE

12-19-16

DATE RECEIVED 12-19-16

RECEIVED BY MD

CLAIM NO. 27-16

CLAIM

Claimant's Name:	<u>Allen Brotz</u>	Auto	\$ <u> </u>
Claimant's Address:	<u>1822 Tivoli Lane</u>	Property	\$ <u>333.89</u>
Claimant's Phone No.	<u>920-918-6599</u>	Personal Injury	\$ <u> </u>
		Other (Specify below)	\$ <u> </u>
		TOTAL	\$ <u>333.89</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 333.89.

SIGNED Allen Brotz **DATE:** 12-19-16

ADDRESS: 1822 Tivoli Lane Sheb. WI 53081

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

App-only Flash Deal exclusive to Amazon app

Back to search results for "bronze mailbox"



Click to open expanded view

FTax

Gibraltar Arlington Large Capacity Galvanized Steel Bronze, Post-Mount Mailbox, AR15T000

by Gibraltar

133 customer reviews

19 answered questions

List Price: ~~\$68.99~~

Price: **\$48.99** FREE Shipping for Prime members once available

You Save: **\$20.00 (29%)**

Temporarily out of stock.

Order now and we'll deliver when available. We'll e-mail you with an estimated delivery date as soon as we have more information. Your account will only be charged when we ship the item.

Ships from and sold by Amazon.com. Gift-wrap available.

Color Name: **Bronze**



- Large size provides generous capacity for multiple parcels
- Powerfully built with galvanized steel for strength and durability
- Powder-coat finish in a beautiful bronze color provides resistant to outside elements
- Easily installs onto a variety of Gibraltar posts including the ES200VB0
- Made in the USA

See more product details

Compare with similar items

Used & new (23) from \$41.64

Report incorrect product information.

"Alexa, order a Lutron smart lighting control kit."

Get 25% off a Lutron Smart Light Control Kit, only when you order with Alexa. [Learn more](#)

Share

Buy new: **\$48.99**

Qty: 1

Add to Cart

Turn on 1-Click ordering for this browser

Ship to:

Sherry Brotz- Sheboygan - 53081

Buy used: **\$41.64**

Add to List

Other Sellers on Amazon

\$63.32 Add to Cart

+ Free Shipping
Sold by: Gatzies

\$64.44 Add to Cart

+ Free Shipping
Sold by: Ron's Home and Hardware

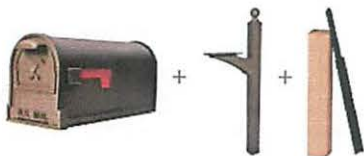
\$56.70 Add to Cart

+ \$7.82 shipping
Sold by: Supreme Hardware

Used & new (23) from \$41.64

Have one to sell? Sell on Amazon

Frequently Bought Together



Total price: **\$147.12**

Add all three to Cart

Add all three to List

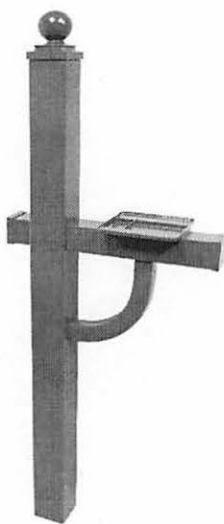
One of these items ships sooner than the other. [Show details](#)

This item: Gibraltar Arlington Large Capacity Galvanized Steel Bronze, Post-Mount Mailbox, AR15T000 **\$48.99**

FTax

Home / Tools & Hardware / Hardware / Mailboxes, Posts & Addresses / Mailbox Posts & Stands

Model # KDX-BRO Internet #100173387



Save to List

Gaines Manufacturing Keystone Aluminum Deluxe Mailbox Post in Bronze

★★★★★ Write the first Review Questions & Answers (3)

\$269.00 /each

+ Tax

Quantity - 1 +

Not in Your Store - We'll Ship It There

We'll Ship It to You

Add to Cart

Add to Cart

Free Pickup

Free Shipping

Available for pickup
December 28 - January 3

Expect it
December 27

[Change Pickup Store](#)

[See Shipping Options](#)

Or buy now with

We're unable to ship this item to:
GU,PR,VI

Easy returns in store and online
[Learn about our return policy](#)

+ Tax

Product Overview

The thoughtful design of the Keystone Series Deluxe Post makes it the ideal companion to the Keystone Series Mailbox. Its proportions were carefully configured to complement the design characteristics of the Keystone Series Mailbox for truly enhanced curb appeal. The Keystone Series Deluxe Post is constructed of rust-resistant aluminum and is powder coat finished to match Keystone Series Mailboxes. The post includes mounting beam, curved brace, end cap, and finial. Designed for in-ground installation. Mounting hardware and complete instructions are also included.

Info & Guides

[Use and Care Manual](#)

[Warranty](#)

You will need Adobe® Acrobat® Reader to view PDF documents
[Download a free copy from the Adobe Web site](#)

- All aluminum rust proof post for corrosion resistance
- Compatible with all Keystone Series Mailboxes
- Designed for in-ground installation
- Available address plaque sold separately
- Post, hardware, and installation instructions included
- Dimensions: 77.5 in. H x 22.75 in. W x 8 in. D x 22 lbs.

III

R. O. No. - 16 - 17. By CITY CLERK. January 3, 2017.

Submitting a claim from Matt Moeller for alleged damages to his mailbox when a snow plow hit it.

Inoice

City Clerk

DATE RECEIVED 12.22.16

RECEIVED BY MD

CLAIM NO. 2516

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

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

1. Name of Claimant: Matt Moeller

2. Home address of Claimant: 3503 N 6th Street

DEC 22 16 AM 11:20

3. Home phone number: (920) 946-0098

4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 12/18/16 at 4:37 a.m.

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

The damage occurred at mailbox at the above address. The East side of 6th Street.

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

The city plow came through Sunday morning and clipped the mailbox completely off.

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

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

(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: N/A

(b) Claimant's statement of basis for such liability: N/A

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

NO INJURIES

11. Name and address of any other person injured: N/A

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

Auto: \$ N/A

Property: \$ 381.59

Personal injury: \$ N/A

Other: (Specify below) \$ N/A

Damaged vehicle (if applicable)

Make: N/A Model: N/A Year: N/A Mileage: N/A

Names and addresses of witnesses, doctors and hospitals: N/A

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

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

SIGNATURE OF CLAIMANT Matthew Moeller DATE 12-20-16
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED MD 12/22/16

RECEIVED BY MD
CLAIM NO. 2316

CLAIM

Claimant's Name:	<u>Matthew Moeller</u>	Auto	\$ <u>N/A</u>
Claimant's Address:	<u>3503 N 6th St</u>	Property	\$ <u>381.59</u>
	<u>Sheboygan, WI 53083</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-946-0098</u>	Other (Specify below)	\$ _____
		TOTAL	\$ <u>381.59</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 381.59.

SIGNED Matthew Moeller DATE: 12-20-16

ADDRESS: 3503 N 6th St, Sheboygan, WI 53083

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53001

Thank you for your order

Order Number is: **BM-30562**

[Print Receipt](#)

Your order was placed successfully as of 03/25/2014 .

msmoeller@yahoo.com

Ship To

Matthew Moeller
3503 N 6th St
Sheboygan, WI 53083
920-946-0098

Shipping Method: Standard Shipping

Bill To

Matthew Moeller
3503 N 6th St
Sheboygan, WI 53083
920-946-0098


Confirmation

Order Status: Will ship in 2-3 weeks.

Order Date: 03/25/2014

Order Number: BM-30562

Your Shopping Cart

Item	Options	Unit Price	Qty.	Cost
 Superior Bronze Mailbox Package	Text Options : Two Lines of Text Line 2 Text : North 6th St Line 1 Text : 3503	\$423.99	1	\$423.99
Subtotal:				\$423.99
Shipping:				\$0.00
Tax:				\$0.00
10% savings:				-\$42.40
Total:				\$381.59

Would you like one of our Catalogs?

Showcasing our best sellers, our customer's favorites, and our staff's favorite products and brands.

Yes! I would love a catalog.

[Click Here >](#)



[Keep Shopping](#)

Still Need Help?

[Visit our Help Center](#)

Call us at (866) 707-0008 or [Email Us](#)

100% SECURITY GUARANTEED

SECURE SHOPPING
128 BIT ENCRYPTION

- [Can I Return my Order?](#)
- [Shipping Fees?](#)

 **Call Us**
(866) 707-0008

Respecting Your Privacy

- We never sell or rent your personal information.
- We don't use cookies to collect information on your hard drive.
- We stick to our strict [Privacy Policy](#).

Keeping Your Info Safe

- We don't use cookies to collect information on your hard drive.
- We use the strongest security measures around to protect your information.

Our secure order processing uses 128-bit (SSL) encryption. All data is encrypted for your protection.



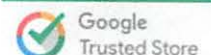
 **PayPal CREDIT**

Get 6 Months to pay on \$99+
Check out with PayPal and choose PayPal Credit

Subject to credit approval. See terms US customers only.



Click for Review



Leave a message

© Copyright 2008 - 2016 BudgetMailboxes.com, All rights reserved.

III

Res. No. _____ - 16 - 17. By Alderperson Thiel. January 3, 2017.

A RESOLUTION authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems.

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9), Wis. Stats., "Joint Powers Agreement," requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement - Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2017, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to file a fully executed copy of this Joint Powers Agreement with the State of Wisconsin Department of Justice.

suspend
Pass Res.

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

**JOINT POWERS AGREEMENT
SHEBOYGAN COUNTY AND CITY OF SHEBOYGAN
911 EMERGENCY SYSTEMS**

WHEREAS, Sheboygan County and the City of Sheboygan have each implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9), Wis. Stats., “Joint Powers Agreement,” requires that in implementing 911 systems as has been done by both Sheboygan County and the City of Sheboygan, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through either the Sheboygan County 911 System or the City of Sheboygan 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and conditions contained herein, it is hereby jointly agreed between Sheboygan County and the City of Sheboygan as follows:

1. That effective January 1, 2017, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2017.
2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional (or as defined by contract) boundaries.

3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

Dated this ___ day of _____, 2017.

SHEBOYGAN COUNTY

BY: _____
Todd W. Priebe
Sheriff

Dated this ___ day of _____, 2017.

CITY OF SHEBOYGAN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

This Agreement is authorized by and in accordance with Res.
No. - 16 - 17.

III

Res. No. _____ - 16 - 17. By Alderperson Belanger. January 3, 2017.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (revised date December 21, 2016), I.D. 4996-01-78/79/80/81 for design and construction for the North Avenue Reconstruction from Calumet Drive to N. 15th St. scheduled for 2019 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the North Avenue Reconstruction from Calumet Drive to N. 26th St. for the proposed sum of \$3,907,656 of which the Federal/State share is \$2,785,851 and of which the City of Sheboygan's share is \$1,002,075, and Union Pacific share is \$120,000.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the future capital improvements program for street improvements.

Pub. Wks.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution Authorizing City Officials to Execute a Revision to the State Municipal Agreement (WI DOT 4996-01-78/79/80/81) for the North Avenue Reconstruction Project from Calumet Drive to North 15th Street between the City of Sheboygan and the State of Wisconsin, Department of Transportation.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: December 23, 2016

MEETING DATE: January 3, 2017

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

As a project of this magnitude is going through the design process the estimated cost is constantly being revised. The revised State Municipal Agreement reflects the updated cost for all entities participating in the project.

STAFF COMMENTS:

This project is the reconstruction of North Avenue from Calumet Drive to N. 15th Street. This project is scheduled to be constructed in 2019.

ACTION REQUESTED:

Motion to recommend the Common Council approve a resolution to execute a Revision to the State Municipal Agreement between the City of Sheboygan and the State of Wisconsin, Department of Transportation.

ATTACHMENTS:

- I. Res. ____-16-17
- II. Revised State Municipal Agreement



**2nd REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT**

This agreement supersedes the agreement signed by the Municipality on October 16, 2016 and signed by DOT on October 24, 2016.

Program Name: STP-Urban

Population Group: 50,000 - 200,000

Sub-program #: 206

Revised Date: DECEMBER 21, 2016

Date: JUNE 6, 2014

I.D.: 4996-01-78/79/80/81

Road Name: C SHEBOYGAN, NORTH AVE

Limits: CALUMET DRIVE – 15TH STREET

County: SHEBOYGAN

Roadway Length: 0.6 MILES

Functional Classification: MINOR ARTERIAL

Project Sponsor: CITY OF SHEBOYGAN

Urbanized Area: SHEBOYGAN MPO

The signatory, City of Sheboygan, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility is 2-4 lanes that are 12 feet wide. The cross section is urban. The pavement is a combination of PCC and HMAC on PCC which has transverse and longitudinal cracking and depressions. The facility was last improved in 1952 and 1983. It has curb and gutter, sidewalk, and bicycle accommodations. There is spot lighting. There is sub-standard horizontal alignment. There is a railroad facility within 1000 feet of the project limits.

Proposed Improvement - Nature of work: The proposed project is a reconstruction of the urban cross section. New concrete pavement, sidewalk, and curb and gutter will be constructed. Signals will be installed. Railroad improvements are proposed. Spot lighting will be installed. Permanent and temporary pavement marking and signing will be installed. Lateral and trunk storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: None.

The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 74.1% federal funding up to a maximum of \$2,785,581 for all federally-funded project phases when the municipality agrees to provide the remaining 25.9% and all funds in excess of the \$2,785,581 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work

performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

SUMMARY OF COSTS							
PHASE	Total Est. Cost	Federal Funds	%	UNION PACIFIC	%	Municipal Funds	%
ID 4996-01-78							
Design	\$356,839	\$267,629	75%*			\$89,210	25% + BAL
State Review	\$89,203	\$66,902	75%*			\$22,301	25% + BAL
4996-01-78 Subtotal	\$446,042	\$334,531				\$111,511	
ID 4996-01-80 Railroad							
Crossing Surface	\$250,000	\$105,000	42%	\$120,000	48%	\$25,000	10%
ID 4996-01-81 Railroad							
Signals	\$252,500	\$202,000	80%			\$50,500	20%
ID 4996-01-79							
Construction	\$2,632,035	\$1,905,593	72%			\$726,442	28% + BAL
State Review	\$327,079	\$238,457	72%			\$88,622	28% + BAL
4996-01-79 Subtotal	\$2,959,114	\$2,144,050				\$815,064	
Total Est. Cost Distribution	\$3,907,656	\$2,785,581	N/A	\$120,000	N/A	\$1,002,075	N/A

*The percentage of project costs covered by federal funding at approval, 74%, is based on TIP Committee Action. Due to the federal funding cap, which is \$2,785,581 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Sheboygan (please sign in blue Ink.)		
Title	Date	Name
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All applicable DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
 - k. Other eligible rail items: Crossing surface and signals
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2048 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Other 100% Municipally funded items: None
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
- 21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

- 22. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the

Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

23. **Maintenance of Records:** During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. **The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:**

- a. **ID 4996-01-78:** Design is funded with 75% federal funding, when the municipality agrees to provide the remaining 25%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 75% with federal funding and 25% by the Municipality.
- b. **ID 4996-01-80:** Costs for railroad crossing surface are funded with 42% federal funding when the municipality agrees to provide 10% and railroad agrees to provide the remaining 48%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- c. **ID 4996-01-81:** Costs for railroad signals are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- d. **ID 4996-01-79: Construction:**
 - i. Costs for roadway reconstruction are funded with 72% federal funding when the municipality agrees to provide the remaining 28%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 72% with federal funding and 28% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- e. **Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$2,785,581**. This federal funding cap applies to all federally funded project phases.

[End of Document]

VII

5.2

R. C. No. 265 - 16 - 17. By PUBLIC PROTECTION AND SAFETY.
December 5, 2016.

Your Committee to whom was referred Res. No. 129-16-17 by Alderperson Thiel 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; recommends that the documents be referred to the Committee of the Whole with no recommendations.

*C.O.W.
Approve*

Bill Thiel

Rosemarie Sestini

Committee

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

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

~~III~~

4.4

Res. No. 129-16-17. By Alderperson Thiel. November 21, 2016.

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.

~~PP+S~~
refer to C.O.W
with no recommendation

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.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



SECTION I: Purpose and Scope

1) Purpose

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

2) Scope

There are two classifications of Non-represented employees: *Civilian* Non-Represented and *Protected Service Command Staff* Non-Represented. Protected Service Non-Represented employees are Sworn Officers in leadership positions within the Fire Department.

SECTION II: Benefits

3) Direct Deposit

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

4) Health Insurance

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

2017 Health Insurance Monthly Costs (4 Tier Options)							
	Premium	Full-Time Employee Cost	Employee Percentage*	Full-Time Employee Cost with HRA	Employee Percentage*	Part-Time Employee Cost	Employee Percentage
Single	\$674.36	\$109.60	16%	\$54.80	8%	\$337.18	50%
Ee plus Spouse	\$1,278.77	\$207.88	16%	\$103.94	8%	\$639.39	50%
Ee plus Child/ren	\$1,156.98	\$188.04	16%	\$94.02	8%	\$578.49	50%
Family	\$1,776.00	\$288.68	16%	\$144.34	8%	\$888.00	50%

*Percentage listed is rounded to the nearest whole number

- Employees become eligible for insurance (based on the position they hold) on the first of the month following their start-date. See Summary Plan Document for an overview of benefits.
- Employees on this plan may utilize the Interra InHealth Clinic (the County Clinic). Fees may apply for non-preventive visits and/or appointments.
- Opt-Out Credit: Full-time, permanent employees who chose not to take the City’s health insurance are eligible for up to \$1,200 per year (paid \$50 per pay check, first two payrolls of each month).
- Spousal Surcharge: Covered spouses who work full-time and have medical insurance available to them yet remain on the City’s plan (even as a secondary insured), are charged an additional \$100 per month for coverage. A Spousal Waiver application must be completed by employees on a yearly basis to be considered for a waiver of this fee.
- A Voluntary Group Medicare Supplement Insurance is available for Retirees and/or their spouses transitioning to Medicare for those able to elect a supplement plan.

5) Dental Insurance

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

	Premium	Full-Time Employee Cost	Employee Percentage*	Part-Time Employee Cost	Employee Percentage
Single	\$45.24	\$6.79	15%	\$22.62	50%
Ee plus Spouse	\$91.31	\$13.70	15%	\$45.66	50%
Ee plus Child/ren	\$102.02	\$15.30	15%	\$51.01	50%
Family	\$149.92	\$22.49	15%	\$74.96	50%

*Percentage listed is rounded to the nearest whole number

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

6) Life Insurance

a. Group Life

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

b. Voluntary Group Life Supplemental Insurance

Voluntary Group Life Insurance is also available for new employees through The Standard Insurance Company, with amounts of guaranteed issue for new hires and/or their spouse and children.

7) Paid Time Off (PTO)

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

a. Holidays


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

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

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

b. Vacation

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

	Title: Non-Represented Employee Benefits Policy		Policy Number: HR 101-17	
	Author: Sandy Rohrick		Created: 11/28/2016 Revision: B	
	Scope: Non-Rep City Employees		Print Date: 12/28/16 3:00 p.m.	

Pro-rated Vacation Schedule

Hired the previous

January 1 – March 31
 April 1 – June 30
 July 1 – Sept 30
 October 1 – December 31

Eligible on the following January 1

40 Vacation Hours
 28 Vacation Hours
 16 Vacation Hours
 0 Vacation Hours

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

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

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

If working a Hybrid 24/8 Shift

>5 Years of Service: 6 Tours (144 hours)
 >15 Years of Service: 9 Tours (216 hours)
 >20 Years of Service: 12 Tour (288 hours)
 >22 Years of Service: 14 Tours (336 hours)

If working the traditional 24-hour shift:

>5 Years of Service: 10 Tours (244 hours)
 >15 Years of Service: 13 Tours (312 hours)
 >20 Years of Service: 14 Tours (336 hours)
 >22 Years of Service: 15 Tours (360 hours)

- Vacation must be used during the calendar year or it will be forfeited. On rare circumstances, it may be necessary for a person to carry over up to 40 hours of vacation to the next calendar year. This must be approved by the Department Head by December 15.
- Vacation requires supervisor approval and may be taken in 4 or 8 hour increments


c. Discretionary

Discretionary Paid Time Off (DPTO) is available to take care of personal business or tend to the unplanned issues that happen in life, including sicknesses, bereavement, etc. Employees with one or more years of service as of January 1 will be issued DPTO in January (80 hours for a full-time employee, prorated for a permanent part-time employee). New employees are eligible for this benefit after 3 months of employment. Employee earns 10% of their eligible DPTO schedule per month while actively working. Employees may use time prior to it being earned. However, if a person uses more DPTO than they have earned, they would need to refund the amount of the overage, or the amount will be deducted from their final paycheck or the last payroll of the year.

Absences must be coordinated with Supervisor approval where possible/practical to allow for continued departmental operations. Time may be taken in a minimum of 1 hour increments. Time not used in the calendar year is forfeited. Unused, earned DPTO is not paid out upon resignation.

Prorated PTO Schedule for Civilian Non-Represented Employees

<u>Hired</u>	<u>Eligible after 3 months</u>	<u>Eligible the following January 1</u>
January – March 31:	32 Discretionary Hours	40 Discretionary Hours
April 1 – June 30:	16 Discretionary Hours	40 Discretionary Hours
July 1 – Sep 30:	8 Discretionary Hours	40 Discretionary Hours
Oct 1 – Dec 31:	0 Discretionary Hours	40 hours upon reaching

	Title: Non-Represented Employee Benefits Policy		Policy Number: HR 101-17	
	Author: Sandy Rohrick		Created: 11/28/2016 Revision: B	
	Scope: Non-Rep City Employees		Print Date: 12/28/16 3:00 p.m.	
Page 4 of 7				

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

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

Vacation PTO

96 Hours (4 – 24 hour tours)

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

Employees with a balance in their sick bank accrual may use the paid time off (PTO) immediately for up to 80 hours / 2 Weeks in the case of a Wisconsin Family Medical Leave qualifying absence. This PTO may also be used in the event the employee has exhausted all but 2 weeks of his/her available Vacation and Discretionary PTO.

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

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

9) Voluntary Vision Insurance

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

10) Voluntary Accident / Critical Illness Insurance

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

11) Mileage

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

12) Uniform Allowance

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

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

13) Overtime Pay

Non-exempt employees working over 40 hours in a week are eligible to receive time and one-half pay for hours worked over 40. PTO time taken/paid does not count in the calculation of time worked for overtime pay purposes. With supervisor approval, employees may flex their time during the same workweek to maintain the 40 hour schedule.

14) Parking

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

15) Jury Duty

Employees who are subpoenaed and serve on jury duty on an involuntary basis on any days which are scheduled workdays for them shall be excused for the time spent in jury service and shall receive their regular rate of pay (no greater than 8 hours of

pay for each full day served) for said time served on jury duty, not to exceed sixty (60) days per calendar year, subject to the following provisions:

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

16) Shift Premium

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

Work Hours from 6:00 a.m. – 5:59 p.m.	No Shift Premium
Work Hours from 6:00 p.m. – 11:59 p.m.	\$0.35 per hour
Work Hours from 12:00 a.m. – 5:59 a.m.	\$0.45 per hour

17) Wisconsin Retirement System (WRS)

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

18) Residency

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

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

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

a) Vacation Severance

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

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

b) Sick Bank Account

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

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



Title: Non-Represented Employee Benefits Policy		Policy Number: HR 101-17	
Author: Sandy Rohrick		Created: 11/28/2016 Revision: B	
Scope: Non-Rep City Employees	Print Date: 12/28/16 3:00 p.m.		Page 6 of 7

Example: DPW Employee/City Hall Employee

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

Option 1: Qualified Portion applied to COBRA medical insurance continuation

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

Option 2: Qualified Portion 50% Payout

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

c) **Good Attendance Bonus**

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

d) **Post-Employment Health Insurance Plan / Surviving Spouse**

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

Class / Tier I

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

Benefit:

Exempt Employee*:

Eligible to continue on the City's employee s medical insurance plan for up to 10 years.

Single Continuation of Coverage: Paid 100% by the City

Family Continuation of Coverage: Paid 60% by the City

Non-Exempt Employee*:


Eligible to continue on the City's employees medical insurance plan for up to 5 years.

Single Continuation of Coverage: Paid 100% by the City

Family Continuation of Coverage: Paid 60% by the City

Class / Tier II

Non-represented employees as of December 31, 2011 (employee was not in a bargaining unit) who did **not** meet eligibility for retirement under WRS guidelines as of December 31, 2011. Upon retirement, providing an employee in this group achieves at least 15 years of service as a non-represented employee and retires from an exempt position, the employee is eligible to remain on the health insurance plan for 5 years post-retirement. A non-exempt employee who has been a non-rep for at least 15 years is eligible to remain on the health insurance plan

	Title: Non-Represented Employee Benefits Policy		Policy Number: HR 101-17	
	Author: Sandy Rohrick		Created: 11/28/2016 Revision: B	
	Scope: Non-Rep City Employees		Print Date: 12/28/16 3:00 p.m.	
			Page 7 of 7	

for 2.5 years post-retirement. Premium payment in either situation is 50% City funded and 50% employee funded for either Single or Family coverage until either the retired employee or spouse becomes Medicare eligible.

Class / Tier III

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

Surviving Spouse

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

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

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

VIII

R. C. No. _____ - 16 - 17. By SALARIES AND GRIEVANCES. January 3, 2017.

Your Committee to whom was referred Res. No. 162-16-17 by Alderperson Donohue, Heidemann, Lewandoske and Wolf approving the amendments to the Non-Represented Employee Benefits Policy, Policy Number HR 101; recommends that the Resolution be passed with the amended attachments (as per the Salaries and Grievances meeting 12/27/16 recommendations).

regs.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.6

Res. No. 162 - 16 - 17. By Alderpersons Donohue, Heidemann, Lewandoske and Wolf. December 19, 2016.

A RESOLUTION approving the amendments to the Non-Represented Employee Benefits Policy, Policy Number HR 101.

RESOLVED: That the Common Council hereby approves Policy Number HR 101, a redlined version of which is attached hereto indicating the revisions made to the previous Policy Number HR 101.


*Sal & Jim
approve
with amended attachments.*

Mylene Nowlin

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

	Title: Non-Represented Employee Benefits Policy 4417		Policy Number: HR 101-
	Author: Sandy Rohrick		Created: 42/08/2014 Revision: B
	Scope: Non-Rep City Employees	Print Date: 12/28/16 2:05 p.m.	Page 1 of 67

SECTION I: Purpose and Scope

The purpose of

1) Purpose

This policy is to give a general overview of outlines benefits available to both full-time and part-time non-represented provided to employees who hold regular, permanent positions (i.e., positions that are not temporary or short-term in nature) represented by a union. This is a summary of benefits only and does not include all plan provisions, exclusions, and limitations relating to coverage. Please refer to the applicable Certificate of Coverage. If differences exist between this summary document and your the Certificate of Coverage, the Certificate of Coverage will govern.

1)2) Scope

This policy applies to There are two classifications of Non-represented regular, permanent employees of: Civilian Non-Represented and Protected Service Command Staff Non-Represented. Protected Service Non-Represented employees are Sworn Officers in leadership positions within the City of Sheboygan Fire Department.

SECTION II: Benefits

2)3) Direct Deposit

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

3)4) Health Insurance

In 2014, UMR is the plan administrator. The medical insurance utilizes a traditional plan design which includes a \$750 single deductible and \$1,500 family deductible. Office visit copays (\$30/primary and \$50/specialty) are not subject to deductible. Employee and/or family are responsible for 100% of the deductible.

a) Premium Contribution

The full-time employee premium contribution for 2014 is 15%; employees who participate in the Health Risk Assessment prior to the new year will receive a 3% reduction in premium contribution (12%). As of January 1, 2014, the single employee premium is \$737 per month and \$1,731.40 per month for family coverage.

Monthly Single Premium Amount	FT Employee Costs/month	PT Employee Costs per month
\$737.00	\$110.55 (15%)	\$368.50 (50%)*
\$737.00	\$88.44 (12%) w/HRA	
Monthly Family Premium Amount	FT Employee Costs/month	PT Employee Costs per month
\$1,731.40	\$259.71 (15%)	\$865.70 (50%)*
\$1,731.40	\$207.77 (12%) w/HRA	

* Part-time employees pay 50% of the premium, regardless of participation in the Health Risk Assessment

b) Opt-out Credit

Full-time employees who leave the plan or opt-out of coverage will receive an opt-out credit in December of the plan year in which they opt out. Full-year opt-out employees will receive a \$1,200 credit. Partial-year opt-out will receive credit for each month off the plan. Part-time, permanent employees working 20-39 hours per week are eligible for a \$600 opt-out credit. This is a taxable benefit.



- e) ~~In Health Clinic (County Clinic)~~
~~City of Sheboygan medical insurance participants are eligible to visit the In Health Clinic (County Clinic) run by Interra Health.~~
 - a) ~~Nurse Practitioner: There is no co-pay for employees and/or their dependents on the plan to utilize the Nurse Practitioner available at the clinic.~~
 - b) ~~Chiropractic Care: This service is also available, although some costs may apply when utilizing this care. There is no co-pay for the first 10 visits every 6 months in the plan year. Starting with the 11th visit per employee/eligible dependent from January to the end of June, a \$40 co-pay per visit applies. This schedule starts over July 1 through December 31.~~
- d) ~~Spousal Surcharge~~
~~In an effort to continue to offer a respectable health insurance plan to our employees and their families, the City encourages working spouses who are eligible for health insurance under their own employer to take that insurance rather than be on the City's insurance. Accordingly, employees with working spouses who continue coverage under the City's Health Insurance Plan will be assessed an additional \$50 per month. Those who do not have a spouse on the family plan or whose spouse is not employed full-time must complete a form to waive the surcharge.~~

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

	Premium	Full-Time Employee Cost	Employee Percentage*	Full-Time Employee Cost with HRA	Employee Percentage*	Part-Time Employee Cost	Employee Percentage
Single	\$674.36	\$109.60	16%	\$54.80	8%	\$337.18	50%
Ee plus Spouse	\$1,278.77	\$207.88	16%	\$103.94	8%	\$639.39	50%
Ee plus Child/ren	\$1,156.98	\$188.04	16%	\$94.02	8%	\$578.49	50%
Family	\$1,776.00	\$288.68	16%	\$144.34	8%	\$888.00	50%

*Percentage listed is rounded to the nearest whole number

- Employees become eligible for insurance (based on the position they hold) on the first of the month following their start-date. See Summary Plan Document for an overview of benefits.
- Employees on this plan may utilize the Interra InHealth Clinic (the County Clinic). Fees may apply for non-preventive visits and/or appointments.
- Opt-Out Credit: Full-time, permanent employees who chose not to take the City's health insurance are eligible for up to \$1,200 per year (paid \$50 per pay check, first two payrolls of each month).
- Spousal Surcharge: Covered spouses who work full-time and have medical insurance available to them yet remain on the City's plan (even as a secondary insured), are charged an additional \$100 per month for coverage. A Spousal Waiver application must be completed by employees on a yearly basis to be considered for a waiver of this fee.
- e) A Voluntary Group Medicare Supplement Insurance is available for Retirees
 - Retirees and/or their spouses transitioning to Medicare are for those able to elect this Voluntary Group Medicare Supplement Plan. In 2014, United Health Care is the provider of benefits. See the Human Resources Department for details. a supplement plan.



Title: Non-Represented Employee Benefits Policy 4417		Policy Number: HR 101-
Author: Sandy Rohrick		Created: 42/08/2014 Revision: B
Scope: Non-Rep City Employees	Print Date: 12/28/16 2:05 p.m.	Page 3 of 67

4)5) Dental Insurance

~~Delta Dental is the 2014 provider of benefits. Employer sponsored~~ The City offers dental insurance is available to qualified full and part time employees administered through Delta Dental. The plan includes a \$25 per participant deductible (\$75 family), per person, with an out-of-pocket maximum of \$1,500 lifetime orthodontic, 100% coverage per year. See Summary Plan Document for diagnostic, preventive, sealants to age 14 (an overview of the benefits.

	Premium	Full-Time Employee Cost	Employee Percentage*	Part-Time Employee Cost	Employee Percentage
Single	\$45.24	\$6.79	15%	\$22.62	50%
Ee plus Spouse	\$91.31	\$13.70	15%	\$45.66	50%
Ee plus Child/ren	\$102.02	\$15.30	15%	\$51.01	50%
Family	\$149.92	\$22.49	15%	\$74.96	50%

*Percentage listed is rounded to the nearest whole number

- ~~Employees become eligible (based on molar teeth only); and most service 80/20%:the position they hold)~~ Employees become eligible (based on molar teeth only); and most service 80/20%:the position they hold) for insurance on the first of the month following their start-date. See Summary Plan Document for an overview of benefits.

Total Single Costs	Full-Time Employee Costs per month	Part Time Employee Costs per month
\$42.54	\$6.38 (15%)	\$21.27 (50%)
Total Family Costs	Full-Time Employee Costs per month	Part Time Employee Costs per month
\$120.92	\$18.13 (15%)	\$60.46 (50%)

5)6) Group Life Insurance

a. After Group Life

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

b. Voluntary Group Life Supplemental Insurance

Voluntary Group Life Insurance is also available for new employees through The Standard Insurance Company, with amounts of guaranteed issue for new hires and/or their spouse and children.

6)7) Paid Time Off (PTO)

~~Permanent employees, both part-time and full-time, will be eligible for paid time off. There are 3 types of PTO: Holiday, Vacation and Discretionary (Personal). (Employees hired prior to 2012 may have a sick bank account. Please see the HR 105 PTO Policy regarding the use of sick bank.) Regular, permanent, part time employees earn a prorated amount of PTO based on either the average number of productive hours worked the previous year (if the employee was in a part-time position), or in the event the employee transfers from full-time to part-time, the pro-rated PTO will be based on the average hours scheduled per day in the new position. Length of employment will be used in calculation of PTO and Vacation. For example, if an employee is in their 8th year of employment but transitions from full-time to part-time working 20 hours per week, that employee will be paid 4 hours each holiday and will be eligible for 50% of the 8-year employee vacation schedule (60 hours of vacation) and 40 hours of discretionary PTO.~~

a) Holidays



~~There is no waiting period for holiday pay eligibility. New qualified employees are eligible for holiday pay upon hire. Full-time employees who are actively employed during a holiday (not out on a leave of absence, sick leave, or short term disability) will receive 8 hours of holiday pay for the designated holiday. Part-time employees will receive a prorated amount of holiday upon hire and/or through time worked. Part-time employees will receive a prorated amount of holiday and discretionary pay based on either the amount of productive hours actually worked the previous year (if part-time the previous year) or the average scheduled projected hours worked divided by a 40-hour work week. This PTO is not a "vested" benefit. It is earned by an employee working the day before and after the holiday. If an employee is on vacation the day before or after, the employee must be at work their last scheduled day before the vacation. The 10 holidays observed are*: (When a person moves to part-time from full-time, the holiday hours follow their scheduled hours, not the hours worked the previous year.~~

a. Holidays

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

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

_____ * Observed holidays will typically be recognized on the actual holiday. However, _____ * The observed day may be modified if appropriate and approved by City administration.

b.b) Vacation

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

<u>Pro-rated Vacation Schedule</u>	
<u>Hired the previous</u>	<u>Eligible on the following January 1</u>
<u>January 1 – March 31</u>	<u>40 Vacation Hours</u>
<u>April 1 – June 30</u>	<u>28 Vacation Hours</u>
<u>July 1 – Sept 30</u>	<u>16 Vacation Hours</u>
<u>October 1 – December 31</u>	<u>0 Vacation Hours</u>

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

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

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

<u>If working a Hybrid 24/8 Shift</u>	<u>If working the traditional 24-hour shift:</u>
<u>>5 Years of Service: 6 Tours (144 hours)</u>	<u>>5 Years of Service: 10 Tours (244 hours)</u>
<u>>15 Years of Service: 9 Tours (216 hours)</u>	<u>>15 Years of Service: 13 Tours (312 hours)</u>



Title: Non-Represented Employee Benefits Policy 4417		Policy Number: HR 101-
Author: Sandy Rohrick		Created: 12/08/2014 Revision: B
Scope: Non-Rep City Employees	Print Date: 12/28/16 2:05 p.m.	Page 5 of 67

>20 Years of Service: 12 Tour (288 hours) >20 Years of Service: 14 Tours (336 hours)
>22 Years of Service: 14 Tours (336 hours) >22 Years of Service: 15 Tours (360 hours)

- Vacation must be used during the calendar year or it will be forfeited. On rare circumstances, it may be necessary for a person to carry over up to 40 hours of vacation to the next calendar year. This must be approved by the Department Head by December 15.
- Vacation requires supervisor approval and may be taken in 4 or 8 hour increments

a-c. Discretionary / Personal PTO

Discretionary Paid Time Off (DPTO) is provided for employees available to take care of personal business or tend to the unplanned issues

that happen in life, including sicknesses, bereavement, etc. Existing full-time employees are eligible for up to 80 hours of discretionary time per year (prorated for Employees with one or more years of service as of January 1 will be issued DPTO in January (80 hours for a full-time employee, prorated for a permanent part-time employee). New employees are eligible for this benefit after 3 months of employment.

DPTO is not a vested benefit. It is issued in January but is "earned" through time worked in the current year. Every month an employee works, the employee earns 1/10th 10% of their eligible DPTO. (Vacation taken during the month does count towards the completion of that month for calculating eligible DPTO.) If a full-time employee works from January – October, without a leave, that employee will earn all 80 hours of DPTO schedule per month while actively working. Employees may use time prior to it being earned. However, if a person uses more DPTO than they have earned, they would need to refund the amount of the overage, or the amount will be deducted from their final paycheck or the last payroll of the year.

Absences must be coordinated with Supervisor approval where possible/practical to allow for continued departmental operations. Time may be taken in a minimum of 1 hour increments. Time not used in the calendar year is forfeited. Unused, earned DPTO is not paid out upon resignation.

Prorated PTO Schedule for Civilian Non-Represented Employees

<u>Hired</u>	<u>Eligible after 3 months</u>	<u>Eligible the following January 1</u>
January – March 31:	32 Discretionary Hours	40 Discretionary Hours
April 1 – June 30:	16 Discretionary Hours	40 Discretionary Hours
July 1 – Sep 30:	8 Discretionary Hours	40 Discretionary Hours
Oct 1 – Dec 31:	0 Discretionary Hours	40 hours upon reaching

e.) Vacation PTO

Vacation PTO is an earned benefit. New employees are not eligible for vacation upon hire; rather, they earn vacation in the current year to be taken in the next year, provided they are actively employed on or after January 1 of the next year. Employees who have actively worked in the current year and leave employment in good faith (providing 2 week notice, for example) may be issued pay for all earned but unused vacation they became eligible for in the year in which they leave active employment.

The vacation schedule on January 1 of each year is as follows:

New full-time employees with less than 1 year of service on January 1 are eligible for the following pro-rated vacation time as of January 1:



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

Employees with 1 full-year of service or more as of January 1 are eligible for the following:

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

When an employee's employment anniversary is achieved mid-year, the employee will be credited with the additional vacation credit in January of the year in which an anniversary falls.

Vacation must be used during the calendar year or it will be forfeited. On rare circumstances, it may be necessary for a person to carry over up to 40 hours of vacation to the next calendar year. This must be approved by the Department Head by December 15.

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

PTO

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

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

Vacation PTO
96 Hours (4 – 24 hour tours)

d. Sick Leave / Sick Leave Bank (for those hired prior to January 1-year – 4 years: 144, 2012)

Employees with a balance in their sick bank accrual may use the paid time off (PTO) immediately for up to 80 hours (6 days) / 2 Weeks

5 – 12 years:	216 hours (9 days)
13 – 20 years:	288 hours (12 days)
21 +:	336 hours (14 days)

Discretionary PTO

New employees: Prorated (Battalion Chiefs are generally promoted from within)
Current employees: 96 hours (4 – 24 hour days)

in the case of a Wisconsin Family Medical Leave qualifying absence. This PTO may also be used in the event the employee has exhausted all but 2 weeks of his/her available Vacation and Discretionary PTO.

7)8) Voluntary Short-term and Long-Term Disability / Family Medical Leave (FML)

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



Title: Non-Represented Employee Benefits Policy 4417		Policy Number: HR 101-4417
Author: Sandy Rohrick		Created: 12/08/2014 Revision: B
Scope: Non-Rep City Employees	Print Date: 12/28/16 2:05 p.m.	Page 7 of 67

8)9) Voluntary Vision Insurance

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

9)10) Voluntary Accident / Critical Illness Insurance

~~2014 is the first year this product has been introduced. UHC is the provider. This product is offered~~ available to offer cover of hidden costs related to accidents and critical illnesses. This voluntary product is available to assist in expenses related to those hidden costs (cost of lost time from work, deductibles, copays, etc.).

10)11) Mileage

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

11)12) Uniform Allowance

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

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

12)13) Overtime Pay

~~Non-exempt~~ employees working over 40 hours in a week are eligible to receive time and one-half pay for hours worked over 40. PTO time taken/paid does not count in the calculation of time worked for overtime pay purposes. With supervisor approval, employees may flex their time during the same workweek to maintain the 40 hour schedule.

13)14) Parking

City employees will receive employer paid parking, either a specific parking location or a parking lot. ~~Paid parking is not available for Library employees.~~

14)15) Jury Duty

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

~~exceed sixty (60) days per calendar year, subject to the following provisions:~~

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

15)16) Shift Premium



Title: Non-Represented Employee Benefits Policy
1417

Policy Number: HR 101-

Author: Sandy Rohrick

Created: 12/08/2014 11/28/2016

Revision: B

Scope: Non-Rep City Employees

Print Date: 12/28/16 2:05 p.m.

Page 8 of 67

~~Employees whose normal work schedule is 2nd- or 3rd-shift Shift Premium will receive be paid to non-exempt, hourly employees as follows:~~

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

~~Work Hours from 6:00 p.m. – 11:59 p.m. \$0.35 cents per hour~~

~~for 2nd-shift and 45 cents per hour for 3rd-shift. 1st-shift employees who work up to 4 hours at the beginning or ending of their normal shift do not qualify for a shift premium if that overtime is an extension or continuation of their shift. If an employee left work and are called back to work or were called in greater than 4 hours prior to the start of their shift, that employee would qualify for a shift premium (i.e., a few extra hours either before or after a normal shift generally do not qualify for the shift premium as the primary schedule is first shift).~~

~~First shift is generally considered "day shift". The starting hour of first shift depends on the department a person works. An employee whose primary hours are in the afternoon and early evening is considered "2nd shift". An employee whose primary hours start in the late evening and continue throughout the early morning hours is considered to be on 3rd-shift.~~

~~Work Hours from 12:00 a.m. – 5:59 a.m. \$0.45 per hour~~

~~16)17) Wisconsin Retirement System (WRS)~~

~~Employment with the City of Sheboygan may qualify an employee to participate in the Wisconsin Retirement System. The 2014 WRS contribution rate for general class employees is 14% which is split 50/50 with the City of Sheboygan contributing one half (50%) of the contribution rate and the employee contributing the second half (non-rep protected service personnel may have a different rate. Please see HR if applicable). The~~

~~City will provide the WRS required city contribution. Employees will be required to pay the required employee portions following WRS guidelines for both Civilian Non-Represented Employees and Protected Service Non-Represented Employees.~~

~~18) Residency~~

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

~~17)19) Severance/Termination Pay at Retirement, Death, Layoff without Cause, and Termination~~

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


~~a) Vacation Severance~~

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

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

~~b) Sick Bank Account~~

~~Prior to January 1, 2012, employees were eligible to earn sick time and bank the time for future use. This paid time off eligibility discontinued as of January 1, 2012 (replaced with Discretionary PTO), but those who had earned time off were able to keep it and use it in the event of a disability. (Employees unable to return to work after the exhaustion of their sick bank account or after 6 months would lose their active employment status and their employment would be terminated.) A value of the bank was assigned by calculating the amount of hours earned by the hourly pay as of December 31, 2011. As employees~~

	Title: Non-Represented Employee Benefits Policy 4417		Policy Number: HR 101-
	Author: Sandy Rohrick		Created: 12/08/2014 Revision: B
	Scope: Non-Rep City Employees	Print Date: 12/28/16 2:05 p.m.	Page 9 of 67

received pay increases over time, the "value" of the bank remained the same, though the hours were adjusted based on any pay increases.

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

As of December 31, 2011 And Upon Retirement	Qualified Value Available For Retiree Medical or COBRA Med Insurance	Eligible Payout Value
Non-Rep Employees:	Up to 572 576 Sick Bank hours = Max Value	50% of Max Value
AFSCME (DPW) & City Hall:	Up to 672 Sick Bank hours = Max Value	50% of Max Value
Professionals:	Up to 640 Sick Bank Hours = Max Value	50% of Max Value

Example: DPW Employee/City Hall Employee

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

_____ ways:

_____ **Option 1: *Qualified Portion applied to COBRA medical insurance continuation***

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

Option 2: *Qualified Portion 50% Payout*

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

c) **Good Attendance Bonus**


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

d) **Post-Employment Health Insurance Plan / Surviving Spouse**

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

Class / Tier I

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

	Title: Non-Represented Employee Benefits Policy		Policy Number: HR 101-4417
	Author: Sandy Rohrick		Created: 12/08/2014 11/28/2016
			Revision: B
Scope: Non-Rep City Employees		Print Date: 12/28/16 2:05 p.m.	Page 10 of 67

Benefit:

Exempt Employee*:

Eligible to continue on the City's employee s medical insurance plan for up to 10 years.

Single Continuation of Coverage: Paid 100% by the City

Family Continuation of Coverage: Paid 60% by the City

Non-Exempt Employee*:

Eligible to continue on the City's employees medical insurance plan for up to 5 years.

Single Continuation of Coverage: Paid 100% by the City

Family Continuation of Coverage: Paid 60% by the City

Class / Tier II

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

Class / Tier III

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

Surviving Spouse

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

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

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



Title: Non-Represented Employee Benefits Policy 4417		Policy Number: HR 101-
Author: Sandy Rohrick		Created: 42/08/2014 Revision: B
Scope: Non-Rep City Employees	Print Date: 12/15/16 3:36 PM	Page 1 of 67

SECTION I: Purpose and Scope

The purpose of

1) Purpose

This policy is to give a general overview of outlines benefits available to both full-time and part-time non-represented provided to employees who hold regular, permanent positions (i.e., positions that are not temporary or short-term in nature) represented by a union. This is a summary of benefits only and does not include all plan provisions, exclusions, and limitations relating to coverage. Please refer to the applicable Certificate of Coverage. If differences exist between this summary document and your the Certificate of Coverage, the Certificate of Coverage will govern.

1)2) Scope

This policy applies to There are two classifications of Non-represented regular, permanent employees of: **Civilian Non-Represented and Protected Service**

Non-Represented. Protected Service Non-Represented employees are Sworn Officers in leadership positions within the City of Sheboygan Fire Department, excluding the Fire Chief (whose benefits follow the Civilian Non-Represented employees).

SECTION II: Benefits

2)3) Direct Deposit

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

3)4) Health Insurance

~~In 2014, UMR is the plan administrator. The medical insurance utilizes a traditional plan design which includes a \$750 single deductible and \$1,500 family deductible. Office visit copays (\$30/primary and \$50/specialty) are not subject to deductible. Employee and/or family are responsible for 100% of the deductible.~~

~~a) Premium Contribution~~

~~The full-time employee premium contribution for 2014 is 15%; employees who participate in the Health Risk Assessment prior to the new year will receive a 3% reduction in premium contribution (12%). As of January 1, 2014, the single employee premium is \$737 per month and \$1,731.40 per month for family coverage.~~

Monthly Single Premium Amount	FT Employee Costs/month	PT Employee Costs per month
\$737.00	\$110.55 (15%)	\$368.50 (50%)*
\$737.00	\$88.44 (12%) w/HRA	
Monthly Family Premium Amount	FT Employee Costs/month	PT Employee Costs per month
\$1,731.40	\$259.71 (15%)	\$866.70 (50%)*
\$1,731.40	\$207.77 (12%) w/HRA	

~~* Part-time employees pay 50% of the premium, regardless of participation in the Health Risk Assessment~~

~~b) Opt-out Credit~~

~~Full-time employees who leave the plan or opt-out of coverage will receive an opt-out credit in December of the plan year in which they opt-out. Full-year opt-out employees will receive a \$1,200 credit. Partial-~~



Title: Non-Represented Employee Benefits Policy 4417		Policy Number: HR 101-
Author: Sandy Rohrick		Created: 42/08/2014 11/28/2016
Scope: Non-Rep City Employees		Revision: B
Print Date: 12/15/16 3:36 PM		Page 2 of 67

year opt-out will receive credit for each month off the plan. Part-time, permanent employees working 20-39 hours per week are eligible for a \$600 opt-out credit. This is a taxable benefit.

~~e) In-Health Clinic (County Clinic)~~

~~City of Sheboygan medical insurance participants are eligible to visit the In-Health Clinic (County Clinic) run by Interra Health.~~

- ~~a) Nurse Practitioner: There is no co-pay for employees and/or their dependents on the plan to utilize the Nurse Practitioner available at the clinic.~~
- ~~b) Chiropractic Care: This service is also available, although some costs may apply when utilizing this care. There is no co-pay for the first 10 visits every 6 months in the plan year. Starting with the 11th visit per employee/eligible dependent from January to the end of June, a \$10 co-pay per visit applies. This schedule starts over July 1 through December 31.~~

~~d) Spousal Surcharge~~

~~In an effort to continue to offer a respectable health insurance plan to our employees and their families, the City encourages working spouses who are eligible for health insurance under their own employer to take that insurance rather than be on the City's insurance. Accordingly, employees with working spouses who continue coverage under the City's Health Insurance Plan will be assessed an additional \$50 per month. Those who do not have a spouse on the family plan or whose spouse is not employed full-time must complete a form to waive the surcharge.~~

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

	Premium	Full-Time Employee Cost	Employee Percentage*	Full-Time Employee Cost with HRA	Employee Percentage*	Part-Time Employee Cost	Employee Percentage
Single	\$674.36	\$109.60	16%	\$54.80	8%	\$337.18	50%
Ee plus Spouse	\$1,278.77	\$207.88	16%	\$103.94	8%	\$639.39	50%
Ee plus Child/ren	\$1,156.98	\$188.04	16%	\$94.02	8%	\$578.49	50%
Family	\$1,776.00	\$288.68	16%	\$144.34	8%	\$888.00	50%

*Percentage listed is rounded to the nearest whole number

- Employees become eligible for insurance (based on the position they hold) on the first of the month following their start-date. See Summary Plan Document for an overview of benefits.
- Employees on this plan may utilize the Interra InHealth Clinic (the County Clinic). Fees may apply for non-preventive visits and/or appointments.
- Opt-Out Credit: Full-time, permanent employees who chose not to take the City's health insurance are eligible for up to \$1,200 per year (paid \$50 per pay check, first two payrolls of each month).
- Spousal Surcharge: Covered spouses who work full-time and have medical insurance available to them yet remain on the City's plan (even as a secondary insured), are charged an additional \$100 per month for coverage. A Spousal Waiver application must be completed by employees on a yearly basis to be considered for a waiver of this fee.

~~e) A Voluntary Group Medicare Supplement Insurance is available for Retirees~~



- ~~Retirees and/or their spouses transitioning to Medicare are for those able to elect this Voluntary Group Medicare Supplement Plan. In 2014, United Health Care is the provider of benefits. See the Human Resources Department for details. a supplement plan.~~

4)5) Dental Insurance

~~Delta Dental is the 2014 provider of benefits. Employer sponsored~~The City offers dental insurance is available to qualified full and part time employees administered through Delta Dental. The plan includes has a \$25 per participant deductible (\$75 family), per person, with an out-of-pocket maximum of \$1,500 lifetime orthodontic, 100% coverage per year. See Summary Plan Document for diagnostic, preventive, sealants to age 14 (an overview of the benefits).

	Premium	Full-Time Employee Cost	Employee Percentage*	Part-Time Employee Cost	Employee Percentage
Single	\$45.24	\$6.79	15%	\$22.62	50%
Ee plus Spouse	\$91.31	\$13.70	15%	\$45.66	50%
Ee plus Child/ren	\$102.02	\$15.30	15%	\$51.01	50%
Family	\$149.92	\$22.49	15%	\$74.96	50%

*Percentage listed is rounded to the nearest whole number

- ~~Employees become eligible (based on molar teeth only); and most service 80/20%:the position they hold) for insurance on the first of the month following their start-date. See Summary Plan Document for an overview of benefits.~~

Total Single Costs	Full Time Employee Costs per month	Part Time Employee Costs per month
\$42.54	\$6.38 (15%)	\$21.27 (50%)
Total Family Costs	Full Time Employee Costs per month	Part Time Employee Costs per month
\$120.92	\$18.13 (15%)	\$60.46 (50%)

5)6) Group Life Insurance

a. After Group Life

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

b. Voluntary Group Life Supplemental Insurance

Voluntary Group Life Insurance is also available for new employees through The Standard Insurance Company, with amounts of guaranteed issue for new hires and/or their spouse and children.

6)7) Paid Time Off (PTO)

Permanent employees, both part-time and full-time, will be eligible for paid time off. There are 3 types of PTO: Holiday, Vacation and Discretionary (Personal). (Employees hired prior to 2012 may have a sick bank account. Please see the HR 105 PTO Policy regarding the use of sick bank.) Regular, permanent, part time employees earn a prorated amount of PTO based on either the average number of productive hours worked the previous year (if the employee was in a part-time position), or in the event the employee transfers from full-time to part time, the pro-rated PTO will be based on the average hours scheduled per day in the new position. Length of employment will be used in calculation of PTO and Vacation. For example, if an employee is in their 8th year of employment but transitions from full-time to part-time working 20 hours per



~~week, that employee will be paid 4 hours each holiday and will be eligible for 50% of the 8-year employee vacation schedule (60 hours of vacation) and 40 hours of discretionary PTO.~~

a) – Holidays

~~There is no waiting period for holiday pay eligibility. New qualified employees are eligible for holiday pay upon hire. Full-time employees who are actively employed during a holiday (not out on a leave of absence, sick leave, or short term disability) will receive 8 hours of holiday pay for the designated holiday. Part-time employees will receive a prorated amount of holiday upon hire and/or through time worked. Part-time employees will receive a prorated amount of holiday and discretionary pay based on either the amount of productive hours actually worked the previous year (if part-time the previous year) or the average scheduled projected hours worked divided by a 40-hour work week. This PTO is not a "vested" benefit. It is earned by an employee working the day before and after the holiday. If an employee is on vacation the day before or after, the employee must be at work their last scheduled day before the vacation. The 10 holidays observed are*: When a person moves to part-time from full-time, the holiday hours follow their scheduled hours, not the hours worked the previous year.~~

a. Holidays

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

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

~~_____~~ * Observed holidays will typically be recognized on the actual holiday. However, _____ * The observed day may be modified if appropriate and approved by City administration.

b.b) – Vacation

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

<u>Pro-rated Vacation Schedule</u>	<u>Eligible on the following January 1</u>
<u>Hired the previous</u>	
<u>January 1 – March 31</u>	<u>40 Vacation Hours</u>
<u>April 1 – June 30</u>	<u>28 Vacation Hours</u>
<u>July 1 – Sept 30</u>	<u>16 Vacation Hours</u>
<u>October 1 – December 31</u>	<u>0 Vacation Hours</u>

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

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

Protected Service Non-Represented Employees (Battalion Chiefs)



Title: Non-Represented Employee Benefits Policy
4417

Policy Number: HR 101-

Author: Sandy Rohrick

Created: 4/2/08/2014
11/28/2016
Revision: B

Scope: Non-Rep City Employees

Print Date: 12/15/16 3:36 PM

Page 5 of 67

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

- Vacation must be used during the calendar year or it will be forfeited. On rare circumstances, it may be necessary for a person to carry over up to 40 hours of vacation to the next calendar year. This must be approved by the Department Head by December 15.
- Vacation requires supervisor approval and may be taken in 4 or 8 hour increments

a-c. Discretionary / Personal PTO

Discretionary Paid Time Off (DPTO) is ~~provided for employees available~~ to take care of personal business or tend to the unplanned issues

that happen in life, including sicknesses, bereavement, etc. ~~Existing full-time employees are eligible for up to 80 hours of discretionary time per year (pro-rated for Employees with one or more years of service as of January 1 will be issued DPTO in January (80 hours for a full-time employee, prorated for a permanent part-time)- employee).~~ New employees are eligible for this benefit after 3 months of employment.

~~DPTO is not a vested benefit. It is issued in January but is "earned" through time worked in the current year. Every month an employee works, the employee Employee earns 1/10th 10% of their eligible DPTO. (Vacation taken during the month does count towards the completion of that month for calculating eligible DPTO.) If a full-time employee works from January – October, without a leave, that employee will earn all 80 hours of DPTO schedule per month while actively working. Employees may use time prior to it being earned. However, if a person uses more DPTO than they have earned, they would need to refund the amount of the overage, or the amount will be deducted from their final paycheck or the last payroll of the year.~~

Absences must be coordinated with Supervisor approval where possible/practical to allow for continued departmental operations. Time may be taken in a minimum of 1 hour increments. Time not used in the calendar year is forfeited. Unused, earned DPTO is not paid out upon resignation.

Prorated PTO Schedule for Civilian Non-Represented Employees

<u>Hired</u>	<u>Eligible after 3 months</u>	<u>Eligible the following January 1</u>
January – March 31:	32 Discretionary Hours	40 Discretionary Hours
April 1 – June 30:	16 Discretionary Hours	40 Discretionary Hours
July 1 – Sep 30:	8 Discretionary Hours	40 Discretionary Hours
Oct 1 – Dec 31:	0 Discretionary Hours	40 hours upon reaching

e.) Vacation PTO

~~Vacation PTO is an earned benefit. New employees are not eligible for vacation upon hire; rather, they earn vacation in the current year to be taken in the next year, provided they are actively employed on or after January 1 of the next year. Employees who have actively worked in the current year and leave employment in good faith (providing 2-week notice, for example) may be issued pay for all earned but unused vacation they became eligible for in the year in which they leave active employment.~~

~~_____ The vacation schedule on January 1 of each year is as follows:~~



Title: Non-Represented Employee Benefits Policy
4417

Policy Number: HR 101-

Author: Sandy Rohrick

Created: 42/08/2014 11/28/2016
Revision: B

Scope: Non-Rep City Employees

Print Date: 12/15/16 3:36 PM

Page 6 of 67

~~New full-time employees with less than 1 year of service on January 1 are eligible for the following pro-rated vacation time as of January 1:~~

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

~~Employees with 1 full year of service or more as of January 1 are eligible for the following:~~

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

~~When an employee's employment anniversary is achieved mid-year, the employee will be credited with the additional vacation credit in January of the year in which an anniversary falls.~~

~~Vacation must be used during the calendar year or it will be forfeited. On rare circumstances, it may be necessary for a person to carry over up to 40 hours of vacation to the next calendar year. This must be approved by the Department Head by December 15.~~

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

~~PTO~~

~~DPTO for 24-Hour Battalion Chiefs of the Fire Department~~

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

~~Vacation PTO~~

~~96 Hours (4 – 24 hour tours)~~

~~d. Sick Leave / Sick Leave Bank (for those hired prior to January 1-year – 4 years: 144, 2012)~~

~~Employees with a balance in their sick bank accrual may use the paid time off (PTO) immediately for up to 80 hours (6 days) / 2 Weeks~~

5 – 12 years:	216 hours (9 days)
13 – 20 years:	288 hours (12 days)
21 +:	336 hours (14 days)

~~Discretionary PTO~~


~~New employees: Prorated (Battalion Chiefs are generally promoted from within)~~

~~Current employees: 96 hours (4 – 24 hour days)~~

~~–in the case of a Wisconsin Family Medical Leave qualifying absence. This PTO may also be used in the event the employee has exhausted all but 2 weeks of his/her available Vacation and Discretionary PTO.~~

~~7)8) Voluntary Short-term and Long-Term Disability / Family Medical Leave (FML)~~

~~Short and Long-Term disability Insurance is available on a voluntary basis to provide pay-continuation in the event of an extended illness. Family Medical Leave is available to qualified employees as well. FML and Short Term Disability run concurrent to each other. Active employees who go out on a disability may need to utilize available PTO. Once that PTO is exhausted, the employee will be unpaid during the disability. While Family Medical Leave protects an employee's position for 12 weeks, the City of Sheboygan will hold a person's employment status open for 26 weeks (6 months). Once an employee is out beyond 26 weeks, they will be placed on inactive employment status (active employment termination) and the position they hold may be forfeited, filled with another employee or a new employee may be hired. If the terminated employee~~

	Title: Non-Represented Employee Benefits Policy		Policy Number: HR 101-1417
	Author: Sandy Rohrick		Created: 42/08/2014 11/28/2016 Revision: B
	Scope: Non-Rep City Employees	Print Date: 12/15/16 3:36 PM	Page 7 of 67

receives a return to work authorization releasing him/her return to work, the employee may reapply for an open position, but there is no guarantee they will be able to return to their previous position and/or be offered a return to employment.

8)9) Voluntary Vision Insurance

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

9)10) Voluntary Accident / Critical Illness Insurance

~~2014 is the first year this product has been introduced. UHC is the provider.~~ This product is ~~offered~~ available to offer cover of hidden costs related to accidents and critical illnesses. This voluntary product is available to assist in expenses related to those hidden costs (cost of lost time from work, deductibles, copays, etc.).

10)11) Mileage

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

11)12) Uniform Allowance

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

- a) Uniform Allowance: \$100 yearly
- b) Safety Shoes/Boots/Equipment: \$100 yearly
- c) Glasses with safety lens / frame \$ 50 once every two years
- d) Protected Service Battalion Chiefs Uniform Allowance \$425 yearly

12)13) Overtime Pay

Non-exempt employees working over 40 hours in a week are eligible to receive time and one-half pay for hours worked over 40. PTO time taken/paid does not count in the calculation of time worked for overtime pay purposes. With supervisor approval, employees may flex their time during the same workweek to maintain the 40 hour schedule.

13)14) Parking

City employees will receive employer paid parking, either a specific parking location or a parking lot. ~~Paid parking is not available for Library employees.~~

14)15) Jury Duty

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

~~exceed sixty (60) days per calendar year, subject to the following provisions:~~

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



15)16) Shift Premium

~~Employees whose normal work schedule is 2nd or 3rd shift Shift Premium will receive be paid to non-exempt, hourly employees as follows:~~

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

~~Work Hours from 6:00 p.m. – 11:59 p.m. \$0.35 cents per hour~~

~~for 2nd shift and 45 cents per hour for 3rd shift. 1st shift employees who work up to 4 hours at the beginning or ending of their normal shift do not qualify for a shift premium if that overtime is an extension or continuation of their shift. If an employee left work and are called back to work or were called in greater than 4 hours prior to the start of their shift, that employee would qualify for a shift premium (i.e., a few extra hours either before or after a normal shift generally do not qualify for the shift premium as the primary schedule is first shift).~~

~~First shift is generally considered "day shift". The starting hour of first shift depends on the department a person works. An employee whose primary hours are in the afternoon and early evening is considered "2nd shift". An employee whose primary hours start in the late evening and continue throughout the early morning hours is considered to be on 3rd shift.~~

~~Work Hours from 12:00 a.m. – 5:59 a.m. \$0.45 per hour~~

16)17) Wisconsin Retirement System (WRS)

~~Employment with the City of Sheboygan may qualify an employee to participate in the Wisconsin Retirement System. The 2014 WRS contribution rate for general class employees is 14% which is split 50/50 with the City of Sheboygan contributing one half (50%) of the contribution rate and the employee contributing the second half (non rep protected service personnel may have a different rate. Please see HR if applicable). The~~

~~City will provide the WRS required city contribution. Employees will be required to pay the required employee portions following WRS guidelines for both Civilian Non-Represented Employees and Protected Service Non-Represented Employees.~~

18) Residency

~~Protective Service Non-Represented Employees must establish a residence within 15 miles of City boundaries.~~

17)19) Severance/Termination Pay at Retirement, Death, Layoff without Cause, and Termination

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

a) Vacation Severance

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

*Protective Service employees assigned to the 24-hour shift or 24-hour hybrid shift , the formula for a tour of duty shall be regular biweekly pay divided by 112 multiplied by 24.

b) Sick Bank Account

~~Prior to January 1, 2012, employees were eligible to earn sick time and bank the time for future use. This paid time off eligibility discontinued as of January 1, 2012 (replaced with Discretionary PTO), but those who had earned time off were able to keep it and use it in the event of a disability. (Employees unable to return to work after the exhaustion of their sick bank account or after 6 months would lose their active employment status and their employment would be terminated.) A value of the bank was assigned by calculating the amount of hours earned by the hourly pay as of December 31, 2011. As employees~~



Title: Non-Represented Employee Benefits Policy 1417		Policy Number: HR 101-
Author: Sandy Rohrick		Created: 4/2/08/2014 11/28/2016
Scope: Non-Rep City Employees		Revision: B
Print Date: 12/15/16	3:36 PM	Page 9 of 67

~~received pay increases over time, the "value" of the bank remained the same, though the hours were adjusted based on any pay increases.~~

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

As of December 31, 2011 <u>And Upon Retirement</u>	Qualified Value Available For Retiree <u>Medical or COBRA Med Insurance</u>	<u>Eligible Payout Value</u>
Non-Rep Employees:	Up to 572 576 Sick Bank hours = Max Value	50% of Max Value
AFSCME (DPW) & City Hall:	Up to 672 Sick Bank hours = Max Value	50% of Max Value
Professionals:	Up to 640 Sick Bank Hours = Max Value	50% of Max Value

Example: DPW Employee/City Hall Employee

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

ways:

Option 1: Qualified Portion applied to COBRA medical insurance continuation

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

Option 2: Qualified Portion 50% Payout

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

c) **Good Attendance Bonus**

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

d) **Post-Employment Health Insurance Plan / Surviving Spouse**

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

Class / Tier I

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



Title: Non-Represented Employee Benefits Policy 4417		Policy Number: HR 101-	
Author: Sandy Rohrick		Created: 12/08/2014 11/28/2016	
Scope: Non-Rep City Employees		Print Date: 12/15/16 3:36 PM	Revision: B
Page 10 of 67			

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

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

Class / Tier II

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

Class / Tier III

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

Surviving Spouse

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

20) Severance/Termination Pay at Retirement, Death, Layoff without Cause, and Termination for Protected Service Non-Represented Employees

Protected Service employees who reach WRS qualified retirement for protected, sworn employees and who actually retire as a WRS qualified annuitant receiving an annuity upon direct retirement from the City of Sheboygan, who previously served 5 or more years of service with the City of Sheboygan's Local 483, retain the ability to elect an optional retirement program. This option waives any alternative rights available to the Civilian Non-Represented Employees Severance Program except where listed otherwise. This option includes the following:

- a) Option to remain on the City of Sheboygan Health Insurance Plan until reaching Medicare eligibility. Employee to pay the full cost of monthly premium for single or family coverage.
- b) Good Attendance Bonus. No cash payout. Credits previously earned were frozen at the time of transfer into Protected Service Non-Represented Employee. Qualified portion eligible to use towards health insurance premiums.



Title: Non-Represented Employee Benefits Policy
4417

Policy Number: HR 101-

Author: Sandy Rohrick

Created: 12/08/2014 11/28/2016

Revision: B

Scope: Non-Rep City Employees

Print Date: 12/15/16 3:36 PM

Page 11 of 67

- c) Sick bank: employee may choose to deposit the after-tax amount of ½ the value of all accumulated sick days to a maximum value of 72 days, not to exceed the cost of health insurance premiums for 1 year, or choose payout of ½ accumulated sick days up to a max of 72-days pay.
- d) Vacation: Employee will receive a severance payout of all earned, unused and prorated vacation based on the schedule of vacation applicable for their position. For employees assigned to the 24-hour shift duty, the formula for a tour of duty shall be regular biweekly pay divided by 112 multiplied by 24.
- e) Regular bi-weekly pay / 80 hours.
- f) Surviving Spouse: For employees whose hire date is prior to January 1, 2012, the guidelines set forth in the Civilian Non-Represented Retiring Employee will apply.

VIII

R. C. No. _____ - 16 - 17. By SALARIES AND GRIEVANCES. January 3, 2017.

Your Committee to whom was referred Res. No. 164-16-17 by Alderperson Donohue, Heidemann, Lewandoske and Wolf establishing an Employee Referral Bonus Program beginning in 2017 for eligible employees; recommends that the Resolution be passed with the amended attachments (as per the Salaries and Grievances meeting 12/27/16 recommendations).

Reg.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.8

Res. No. 164 - 16 - 17. By Alderpersons Donohue, Heidemann, Lewandoske and Wolf. December 19, 2016.

A RESOLUTION establishing an Employee Referral Bonus Program beginning in 2017 for eligible employees.

RESOLVED: That the Common Council hereby approves Policy Number HR 135, a copy of which is attached hereto.


Sal & Gianna approve with amended attachments

My Lynne Donohue

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

	Title: Employee Referral Bonus Program		Policy Number: HR 135
	Author: Sandy Rohrick, Director of Human Resources and Labor Relations		Created: 12/28/2016 Revision: New

1.0 Purpose

The purpose of the Employee Referral Bonus Program is to provide an incentive to active employees who promote employment with the City of Sheboygan to their friends and family (less immediate family members), resulting in potential candidate(s) who are subsequently hired by the City of Sheboygan.

2.0 Scope

This policy applies to active, permanent full or part-time employees of the City of Sheboygan.

3.0 Procedure

When an employee becomes aware of openings within the City of Sheboygan, the employee is encouraged to invite friends or family members to apply for the position. The applicant is responsible to list the referring employee's name on their original application as the referral source. If the applicant is hired (other than immediate family members of the employee, including child, spouse or parent) and maintains active employment for a minimum of 90 calendar days, the referring employee will be issued \$250 in compensation. (Applicable taxes will be deducted following IRS guidelines.)

4.0 Definitions

a. Applicant

Applicants are persons not currently or previously employed with the City of Sheboygan and must meet the minimum qualifications for the position he/she is applying for.

b. Eligible Employee


All active employees are eligible to receive a referral bonus with the exception of employees whose regular, recurring, jobs include the recruitment and selection of employees (Director of Human Resources and Labor Relations, for example, is excluded) or where the manager/supervisor or other persons associated with the selection of the candidate under their immediate or subsequent direction.

c. Positions

All permanent full or part-time positions are eligible for this program. (Seasonal positions are not.)

5.0 Disclaimer

Benefits associated with this program are outside of any bargaining agreement, are non-precedent setting and non-negotiable. In addition, a total of \$250 is available as a bonus. If two or more employees refer a candidate, the \$250 is split between all who made the referral.

	Title: Employee Referral Bonus Program	Policy Number: HR 135
	Author: Sandy Rohrick, Director of Human Resources and Labor Relations	Created: 12/12/2016 Revision: New
	Page 1 of 1	

1.0 Purpose

The purpose of the Employee Referral Bonus Program is to provide an incentive to active employees who promote employment with the City of Sheboygan to their friends and family, resulting in potential candidate(s) who are subsequently hired by the City of Sheboygan.

2.0 Scope

This policy applies to active, permanent full or part-time employees of the City of Sheboygan.

3.0 Procedure

When an employee becomes aware of openings within the City of Sheboygan, the employee is encouraged to invite friends or family members to apply for the position. The applicant is responsible to list the referring employee's name on their original application as the referral source. If the applicant is hired and maintains active employment for a minimum of 90 calendar days, the referring employee will be issued \$250 in compensation. (Applicable taxes will be deducted following IRS guidelines.)

4.0 Definitions

a. Applicant

Applicants are persons not currently or previously employed with the City of Sheboygan and must meet the minimum qualifications for the position he/she is applying for.

b. Eligible Employee

All active employees are eligible to receive a referral bonus with the exception of employees whose regular, recurring, jobs include the recruitment and selection of employees (Director of Human Resources and Labor Relations, for example, is excluded) or where the manager/supervisor or other persons associated with the selection of the candidate under their immediate or subsequent direction.

c. Positions

All permanent full or part-time positions are eligible for this program. (Seasonal positions are not.)

5.0 Disclaimer

Benefits associated with this program are outside of any bargaining agreement, are non-precedent setting and non-negotiable.

IX

R. C. No. _____ - 16 - 17. By SALARIES AND GRIEVANCES. January 3, 2017.

Your Committee to whom was referred Gen. Ord. No. 35-16-17 by Alderpersons Donohue and Heidemann amending Section 82-33 of the Sheboygan Municipal Code so as to add a part-time code enforcement officer position in the City Development Department for the City of Sheboygan; recommends that the Ordinance be passed.

Reg

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

6.3

Gen. Ord. No. 35 - 16 - 17. By Alderpersons Donohue and Heidemann.
December 19, 2016.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add a part-time code enforcement officer position in the City Development Department for the City of Sheboygan.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section 3. City Development Department as follows:

A. CITY HALL DEPARTMENTS

3. CITY DEVELOPMENT DEPARTMENT

	Class Grade	NO. of Employees
Code Enforcement Officer	01	1

Section 2. The position will be temporary to last no more than 2 years with a maximum pay of \$22,000/year (monies to come from the Mayor's budget).

Section 3. The job description for the part-time code enforcement officer in the City Development Department is attached, and copies of which shall be on file in the City Clerk's Office, Finance Department and the Human Resources Department.

Sal & Gretchen approve.

By Eugene Donohue

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: Code Enforcement Officer
Temporary 2 year

Department: City Development/
Building Inspection Division

Date Issue: Gen Ord. 34-14-15

Reports To: Director of City Planning and Development

Classification: Non-Exempt

Wage: \$11.46 - \$18.00/hr
Temporary 2 year

Position Summary

Under direction, assists in the enforcement of environmental health and housing, and performs related work.

Essential Duties & Responsibilities

1. Performs housing inspections and surveys as they pertain to the minimum housing code.
2. Investigates citizens' complaints relating to the above.
3. Initiates appropriate legal action through the City Attorney on the basis of findings, assists the City Attorney in prosecution, and acts as an expert witness.
4. Performs nuisance control duties.
5. Explains and enforces applicable laws and regulations.
6. Keeps accurate records and completes the necessary reports, forms, and summaries.
7. Performs related work and duties as assigned.

Qualification Requirements:

1. Public contact experience and demonstrated ability to maintain effective public relationships.
2. Working knowledge of the basic principles and practices of environmental health and construction.
3. Ability to apply departmental laws, rules, regulations, and policies.
4. Ability to secure facts through investigations and inspections.
5. Ability to plan and show independent judgment and discretion.
6. Ability to establish and maintain effective working and public relationships and enforce regulations with tact and impartiality.
7. Possession of a valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.
8. Ability to prepare and keep accurate records and present effective oral and written reports.

9. Ability to lift "live weight" in excess of 35 pounds safely.
10. Ability to work a varied schedule, if necessary.

Education and/or Experience

Graduation from high school or equivalent. One (1) year experience in the building trade and/or building inspection field preferred.

Pre-employment Requirement

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

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

VII

R. C. No. _____ - 16 - 17. By SALARIES AND GRIEVANCES. January 3, 2017.

Your Committee to whom was referred Res. No. 163-16-17 by Alderperson Donohue, Lewandoske and Wolf establishing an Employee Anniversary Award Program beginning in 2017 for eligible employees; recommends referral back to the Salaries and Grievances Committee.

*refer back
to Sal & Griev.*

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.7

Res. No. 163 - 16 - 17. By Alderpersons Donohue, Lewandoske and Wolf.
December 19, 2016.

A RESOLUTION establishing an Employee Anniversary Award Program beginning in 2017 for eligible employees.

RESOLVED: That the Common Council hereby approves Policy Number HR 200, a copy of which is attached hereto.


*Sal & Shue
re-refer back
to Sal & Shue*

By Lynne Norwalk

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

	Title: Employee Anniversary Award Program		Policy Number: HR 200	
	Author: Sandy Rohrick, Director of Human Resources and Labor Relations		Created: 12/19/2016 Revision: A	
	Scope: City of Sheboygan Employees		Print Date: 12/14/16 2:37 PM	

SECTION I: Purpose and Scope

1) Purpose

This program has been created to recognize employees for their dedication and years of service to the City of Sheboygan. This policy outlines the schedule of benefits available for 2017, based on City Council approval. The schedule of benefits will be reviewed yearly. The goal is to award employees for their years of dedication and service to the citizens of Sheboygan.

2) Scope and Eligibility

This policy applies to all employees, represented or non-represented, and is based exclusively on City Council approval. Eligible employees must be employed with the City of Sheboygan for a minimum of five (5) years of continuous service. This Employee Recognition Program is for years-of-service only and is not based on merit, quality of work or popularity or an employee.

SECTION II: Benefits

3) Awards

Employees who reach a milestone year of service shall receive an anniversary award of their choice. Awards will consist of either a gift certificate or an anniversary gift. (Applicable income tax reporting requirements may apply following IRS guidelines.)

4) Measurement Used

The initial program is being introduced starting in calendar year 2017 and is not retroactive. Employees with the incremental completed years of service (following the Schedule of Benefits listed below) as of December 31, 2016, will be issued an anniversary award in 2017. For example, a full-time employee who completed 10 years of service as of November 1, 2016 will receive a gift or gift certificate in 2017 of \$50.

5) Schedule of Benefits

<u>Full-Time Employees</u>		<u>Part-Time Employees</u>	
<u>Years of Service</u>	<u>Gift or Gift Certificate</u>	<u>Years of Service</u>	<u>Gift or Gift Certificate</u>
5	\$ 25	5	\$ 10
10	\$ 50	10	\$ 25
15	\$ 75	15	\$ 35
20	\$100	20	\$ 50
25	\$150	25	\$ 75
30	\$200	30	\$100
35	\$250	35	\$125

6) Celebration Event

Employees will be formally recognized by his/her direct supervisor, Department Head, Mayor and/or City Administrator at a **Recognition Gathering** and anniversaries will be announced in the quarterly employee Newsletter.

7) Disclaimer

Benefits associated with this program are outside of any bargaining agreement, are non-precedent setting and non-negotiable.



Gen. Ord. No. - 16 - 17 . By Alderpersons Belanger and Thiel.
January 3, 2017.

AN ORDINANCE creating Article III of Chapter 74 of the Municipal Code relating to impact fees.

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

Section 1. Article III of Chapter 74 of the Municipal Code is hereby created to read as follows:

"ARTICLE III. PARK IMPACT FEES

Sec. 74-80. *Purpose and Authority.*

This ordinance imposes impact fees in accordance with §66.0617, Wis. Stats., to pay for park and recreation facilities required to serve new development.

Sec. 74-81. *Definitions.*

Words used in this ordinance have the meanings given in §66.0617(1), Wis. Stats.

Sec. 74-82. *Service Areas.*

As allowed by §66.0617(5)(b), Wis. Stats., the City of Sheboygan defines the following service areas.

- a) The north zone includes every parcel in the City north of the center of Superior Avenue.
- b) The central zone includes every parcel in the City south of the center of Superior Avenue and north of the center of Union Avenue.
- c) The south zone includes every parcel in the City south of the center of Union Avenue.

Sec. 74-83. *Imposition of Impact Fees.*

By this ordinance, the City imposes an impact fee on residential development. No building permit shall be issued for residential development without payment of the following impact fees.

- a) New development in the north zone of the City shall pay an impact fee of \$~~x,xxx~~ for each residential equivalent.

Sub Wks.

b) New development in the central zone of the City shall pay an impact fee of \$~~x,xxx~~ for each residential equivalent.

c) New development in the south zone of the City shall pay an impact fee of \$~~x,xxx~~ for each residential equivalent.

Sec 74-84. *Impact Fee Adjustments.*

a) The City may reduce the impact fee by the value of land dedicated by the developer to the City of Sheboygan and accepted by the City.

b) As allowed by §66.0617(7), Wis. Stats., the Common Council may waive or reduce impact fees on land development that provides low-cost housing, except that no amount of an impact fee for which an exemption or reduction is provided under this subsection may be shifted to any other land development in the municipality.

c) Impact fees shall be reduced as required by §66.0617(6)(d), Wis. Stats., to compensate for other capital costs imposed by the municipality for the public facilities for which the impact fees are imposed.

d) Impact fees shall be reduced as required by §66.0617(6)(e), Wis. Stats., to compensate for moneys received from the federal or state government specifically to provide or pay for the public facilities for which the impact fees are imposed.

Sec. 74-85. *Segregated Account.*

As required by §66.0617(8), Wis. Stats., the City shall maintain a segregated, interest-bearing account for revenues collected from impact fees. The City shall account for impact fee funds separately from other City funds. The City shall only expend funds in the segregated account for the specific projects for which the impact fee was imposed and for refunds required under sec. 74-86.

Sec. 74-86. *Time of Use and Refunds.*

a) As required by §66.0617(9)(a), Wis. Stats., impact fees collected within seven years of the effective date of this ordinance, but not used within ten years after the effective date of this ordinance to pay the capital costs for which they were imposed, shall be refunded to the current owner of the property on which the impact fees were imposed, along with any accumulated interest.

b) Impact fees collected more than seven years after the effective date of this ordinance shall be used to pay for the capital costs for which they were imposed or refunded as provided in subsection (a) above within ten years of the date on which they were collected.

Sec. 74-87. *Appeals.*

a) A developer upon whom an impact fee is imposed may appeal the amount, method of collection, or use of the impact fee in writing to the department of planning and development, provided the following conditions are met:

- 1) The developer files the appeal within 15 days of the date on which the impact fee is imposed; and
- 2) The developer specifies in writing the basis for the appeal, including his or her independent calculation of the impact fee and all information supporting the independent calculation; and
- 3) The developer pays the impact fee to the City before filing the appeal.

b) Within 30 days of receiving the appeal request, the department of planning and development shall evaluate the appeal, recommend a resolution, and forward the appeal and recommendation to the Common Council. The Common Council shall place the matter on the agenda for its next meeting.

c) If the Common Council finds that the impact fee does not comply with this ordinance and §66.0617, Wis. Stats., it may negate or modify the impact fee.

d) Provided the developer has paid the impact fee and properly obtained all required permits and approvals, the developer may proceed with construction while the impact fee appeal is under consideration.

Sec. 74-88. *Effect of Impact Fee on Zoning and Subdivision Regulations*

This ordinance shall not affect any zoning or subdivision regulations or any other regulations of the City of Sheboygan, which shall remain in full force and effect.

Sec. 74-89. *Impact Fee as Additional and Supplemental Requirement.*

Except as required by §66.0617(6)(d), Wis. Stats., the impact fee established by this ordinance is an addition and supplement to, not a substitute for, any other requirements imposed on the development of land or the issuance of building permits.

Sec. 74-90. *Severability.*

If any provision of this ordinance is declared illegal or invalid for any reason, that illegality or invalidity shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect."

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~VI~~

4.1

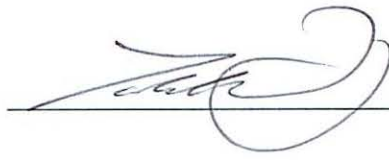
Res. No. 156 - 16 - 17. By Alderperson Wolf. December 19, 2016.

A RESOLUTION authorizing the Mayor to execute the 2017 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals.

RESOLVED: That the Mayor is hereby authorized to execute said 2017 General Contract, a copy of which is attached hereto.

Liesover

*1
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

2017 GENERAL CONTRACT

I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2017 through December 31, 2017 by and between Sheboygan County Health & Human Services Department, hereinafter referred to as County, and Shoreline Metro., hereinafter referred to as Provider.

Nothing in this contract shall create a partnership or joint venture between the County and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County.

In consideration of the mutual covenants herein, it is hereby agreed as follows.

County's employee responsible for administration of this contract will be Dale Deterding, whose principle business address is 1011 North 8th Street, Sheboygan, Wisconsin 53081. Provider's employee responsible for administration of this contract will be Mr. Derek Muench, whose principle business address is 608 S. Commerce Street, Sheboygan, WI 53081. In the event that the Contract Administrator is unable to administer this Agreement, the County will contact the Provider and designate a new Contract Administrator.

II. Services to Be Provided

This contract is subject to terms and conditions set forth in the State/County Contract covering Administration of Income Maintenance Programs, Children and Families Programs, Social Services, and Community Programs, Community Youth, and Family Aids Programs. County agrees to purchase for and Provider agrees to provide to eligible clients the services as described in detail in this contract (see Section XIII).

III. Payment for Services

County and Provider agrees:

- A. The total amount to be paid to Provider by County for services provided in accordance with this Contract may be less, but shall not exceed the following contracted dollar amount. Actual total payment will be based upon the amount of service authorized by the County and the amount of service performed by the Provider. Unless otherwise stipulated, it is understood and agreed by all parties that the County assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.

Payments for services covered by this contract shall be based on allowable costs with limited profit or reserve. Monthly payments will be made on a unit-times-unit price basis and in accordance with the "order of payment" requirements for the funding program, less client fees and other collections made by the Provider for services covered by this contract. Final settlement of the contract will be based on audit (see Section XII Audit Requirements).

The Provider agrees with the total cost for each service/program provided, and the rate (per hour, day, month, or year) and the number of clients and/or units of provided services. The County shall determine the type of services provided and the number of units of services provided for each client. The County will not reimburse the Provider for any unit of service not previously authorized by the County.

The Provider shall retain all documentation necessary to adequately demonstrate the named personnel providing the service, the credentials of named personnel providing the service, the date of service, time, duration, location, scope, quality and effectiveness of services rendered under the contract. The County reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this contract.

<u>Service/Program</u>	<u>Rate</u>	<u># of Units</u>	<u>Units of Measure</u>	<u>Total Cost of Service</u>
Specialized Transport - Punch Card SPC 107.30	\$3.50	500	trips	\$1,750.00
Specialized Transport - Bus Pass SPC 107.00	\$48.00	225	each	\$10,800.00
Elderly/Disabled Transportation	\$160,250.00	1	year	\$160,250.00
			Total:	\$172,800.00

When applicable, the Provider shall bill clients for a portion of the cost of care, in conformance with the requirements of Chapter DHS 1, Wisconsin Administrative Code and using the uniform schedule of fees and policies supplied by the County.

The Provider shall also bill any responsible third parties for the cost of care.

All amounts collected from clients and third parties shall be supported by the Provider's records and shall be reported to the County within 90 days.

- B. The county will make payments for costs that are consistent with the State Departments Allowable Cost Policy Manual and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: http://www.whitehouse.gov/omb/circulars_default.

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the Allowable Cost Policy Manual for each Department (online at <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm> or http://dcf.wisconsin.gov/contractsgrants/pdf/allowable_cost_manual.pdf). The Statutes permit allowances for profit for For-Profit providers and retention of excess revenue for non-profit providers for specific cost categories. The amount allowable on an annual basis is determined by applying a percent equal to a maximum of **net allowable operating costs**; all other profit/retention of earnings is unallowable. For Sheboygan County Health and Human Services, those limits have been set at 5 percent for both For-Profit Providers and Non-Profit Providers. Please see the Allowable Cost Policy Manual for more information on retention of excess revenues.

Provider shall return to County funds paid in excess of the allowable cost of services provided per 46.036(5) Wis. Stats. If the Provider fails to return funds paid in excess of the allowable costs of the services provided, County shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider.

- C. The County payment terms are net 60 days, and, while payment may be made in less than 60 days, there is no requirement and should be no expectation that this will occur.

- D. The Provider will submit monthly invoices that detail the type of service provided, the number of units provided per client, date of service, the rate per unit, the authorization number, and any amounts collected from other resources. The invoice must be submitted by the 7th business day of each month for the prior month services and the December invoice must be submitted to the county for payment by January 10th of the next year.
- E. All billings for this contract period shall be received by the Purchaser no later than 90 days from date of service. Delinquent billings from this date will not be paid by the County.

IV. Billing and Collection Procedures

Invoices/Billing submitted to Sheboygan County Health & Human Services must be supported by client service information to include: name personnel providing the service, the credentials of named personnel providing the service, date of service, service provided, duration, unit of measure and units provided, rate, authorization number, and client identification. Client services must be identified by date of service versus consolidated period billing. Invoices that do not contain an authorization number (per service/client) after March 31, 2017 will not be able to be processed for payment.

Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

V. Eligibility Standards for Recipients of Services

The Provider shall provide services only to those individuals who are eligible for services. Provider and County agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by County. An individual has a right to an administrative hearing concerning eligibility and the County shall inform individuals of this right. The Provider shall provide clients with information concerning their eligibility rights and how to appeal actions affecting those rights.

VI. Indemnity and Insurance

- A. Provider agrees that it will at all times during the existence of this Contract indemnify County against any and all loss, damages, and costs or expenses which County may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by County.
- B. Provider agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows (as applicable):

- Comprehensive General Liability: minimum of \$1,000,000
- Auto Liability (if applicable): minimum of \$1,000,000
- Professional Liability (if applicable): minimum of \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year;
- Umbrella Liability (as necessary): minimum of \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage.

Upon the execution of this Contract, Provider will furnish County with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against County upon any matter herein indemnified against, County shall, within five (5) working days, cause notice in writing thereof to be given to Provider by registered mail, addressed to its post office address. The Provider agrees to provide the County notice of cancellation or non-renewal of the policy within five (5) working days, by registered mail addressed to the County's post office address.

Provider agrees to provide the Purchaser with written verification of the existence of Worker's Compensation Insurance.

VII. Civil Rights Compliance/Assurances

All primary recipients and sub-recipients of Federal financial assistance must comply with all State and Federal Civil Rights laws and regulations. All providers were required to submit a new CRC Letter of Assurance (LOA) by January 3, 2014 or within 15 working days from the date the grant, contract, or agreement was signed, if signed after January 1, 2014. All new providers must submit LOA to be compliant for the CRC period of January 1, 2014 - December 31, 2017.

The provider agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this contract. The website with instruction and templates necessary to complete both your CRC LOA and CRC plan to meet civil rights requirements is located at: <http://www.dhs.wisconsin.gov/civilrights/CRC/Requirements.htm> Additional resources and training information are available at: http://www.dcf.wisconsin.gov/civil_rights/default.htm

All primary recipients and sub-recipients are obligated to meet the following requirements:

1. Provide civil rights and cultural awareness training to all agency employees.
2. Submit a Civil Rights Compliance Letter of Assurance (CRC LOA) to the appropriate state department. (Sub-recipients must submit the CRC LOA to the entity issuing the grant or contract.)
3. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this contract.
4. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and submit an Affirmative Action Plan to ensure equal access and equal opportunity in employment and service delivery to all applicants and participants.
5. Provide oral language assistance and/or written translation to all limited English proficient (LEP) individuals requesting or applying for services to ensure equal access to programs, services and activities according to the LEP requirements and the recipient's or sub-recipient's LEP plan.

VIII. Contract Revisions and/or Terminations

- A. The County will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients.

- B. Revisions of this contract must be agreed to by County and Provider by an addendum signed by the authorized representative of both parties.
- C. Provider shall notify County in writing delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services or as required by Section XIII L. of this contract. Upon such notification or if it is otherwise determined by the County that the Provider is not fulfilling the terms of the contract, the County may at its option immediately terminate the contract for cause, or seek a revision or suspension of its terms. If the County terminates the contract for cause, the Provider shall be liable to the County for any additional costs the County incurs for replacement services.
- D. This contract, or any part thereof, may be terminated immediately by either party for just cause, including, but not limited to, health and safety issues, fraud, criminal activity, violations of license or certification standards.
- E. This contract, or any part thereof, can be terminated by a 60-day written notice by either party without cause. Upon termination, the County's liability shall be limited to the costs incurred by the Provider up to the date of termination. If the County terminates the contract for reasons other than non-performance by the Provider, the County may compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties.

IX. Resolution of Disputes

The Provider may appeal decisions of the County in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats.

X. Records

- A. Provider shall maintain any records and financial statements as required by state and federal laws, rules and regulations.
- B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the County, the Department of Health Services, Children and Families, Workforce Development or Department of Corrections and their authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- D. Under s.19.36 (3) Wis. Stats., all records of the Provider that are produced or collected under this contract are subject to disclosure pursuant to a public records request.

The Provider shall maintain such records (in either written or electronic form) as required by State and Federal Law and as required by program policies. The Provider shall retain records in a secure environment for no less than the retention period specified in law or policy, or as otherwise stated within the Scope of Service. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon the County's request, at the expiration of the contract, the Provider will transfer at no cost to the County records regarding individual recipients who received services from Provider under this agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method which records were maintained.

The Provider shall make all records and any written and/or electronic case information available to the County or the State of Wisconsin upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

XI. Reporting

Provider shall comply with the reporting requirements of the County and applicable State Departments. Client services shall be reported by service date and service provided. All reports shall be in writing and, when applicable, in the format specified by the County. All reports shall be supported by the Provider's records.

XII. Provider Audit Responsibilities

Provider agrees to adhere to the following audit requirements:

- A. Cooperate with the County in establishing costs for reimbursement purposes per s.46.036(4)(b), Wis. Stats.
- B. Adhere to the following audit requirements:

Wis. Stat. DHS 46.036 and DCF 49.34.4(c), requires Provider's to provide an annual audit in accordance with the requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" to the County if the total amount of annual funding provided by the county through this and other contracts is \$25,000 or more, unless the audit requirement is waived by the State of Wisconsin or the County. The audit shall also be in accordance with the applicable State Department Audit Guide. Wis. Stat. 66.0143 authorizes local governments to file requests for waivers of statutory mandates with the Department of Revenue. Sheboygan County has used this provision to receive a waiver increasing the \$25,000 threshold in Wis. Stat. 46.036 for requiring providers to have audits to a threshold of \$100,000. Providers receiving less than \$100,000 are required to provide annual Financial Statements (Profit and Loss, Balance Sheet and Cash Flow Statements) to the County in place of Audit. This includes providing supplemental schedules, below in sub section E.

Sites of reference:

- OMB Circular A-133 is available online at www.whitehouse.gov/omb/circulars
- State Single Audit Guidelines is available at www.ssag.state.wi.us
- Provider Agency Audit Guide is available at <http://dcf.wisconsin.gov/contractsgrants/pdf/paag.pdf>

Provider is to submit two (2) copies of the certified financial and compliance audit to the County by the 30th day of the month of June of the year following the contract period agreed to. (If Provider has approved IRS extensions on their corporate tax returns, this extension will also apply to the submissions requirement deadline stated above.) The standards for the provider agency annual audits vary by type of agency as shown below.

1. **Non-Profit Providers:** Audits must be completed pursuant to the applicable State Department's Audit Guide and, if the vendor expends more than \$750,000 annually in federal financial assistance, to OMB Circular A-133. See OMB Circular A-133 for the distinction between vendors and sub recipients. The audit documentation must include a Reserve Supplemental Schedule in the audit report, and this schedule shall also be by contract or service category.
 2. **For Profit Providers:** Audits must be completed pursuant to the purchase contract language, the applicable State Department's Audit Guide, and the current applicable State Department's Allowable Costs Policy Manual. The audit documentation must include reports showing total allowable costs and the calculations of the allowable profit by contract or by service category.
- C. Source of funding information shall be provided at time of audit confirmation.
- D. The Provider shall submit to the County a reporting package that includes: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and the status of addressing these findings; (c) a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); (d) management responses/corrective action plan for each audit issue identified in the audit; and (e) a copy of the financial auditor's most recent peer review report.
- E. In addition to the supplemental schedules listed under D., the reporting package shall include a supplemental schedule showing revenue and expenses for this Contract.
- F. The Provider shall send the required reporting package to the County within 180 days of the end of the Provider's fiscal year.
- G. When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the County. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which audit work is documented.
- H. Failure to comply with the requirements of this section: If the Provider fails to have an appropriate audit performed or fails to provide a complete audit reporting package to the County within the specified time frames, the County may:
1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
 2. Charge the Provider for all loss of Federal or State aid and for penalties assessed to the County because the Provider did not submit a complete audit report within the required time frame;
 3. Disallow the cost of audits that do not meet these standards; and/or
 4. Withhold payment, cancel the Contract, or take other actions deemed by the County to be necessary to protect the County's interests.
- I. Providers wishing to request an audit waiver must do so at the time of contracting.

XIII. Provider Responsibilities and Performance of Service

The County retains sole authority to determine whether the Provider's performance under this contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the County's staff and authorized agents to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the service plan and the contract.
- B. Upon request by the County or its designee, the Provider shall make available to the County all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the County in its efforts to implement any quality improvement and quality assurance program.
- D. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the County. The County reserves the right to review and approve the Provider's client satisfaction assessment process and to require Provider to submit a corrective action plan to address concerns identified in the review.
- E. The Provider shall cooperate with the County in implementing any County program for assessing client satisfaction with services. The County reserves the right to require the Provider to submit a corrective action plan to address concerns identified in review.
- F. The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and by the County. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure.

At least once a year, or more frequently when requested by the County, the Provider shall give the County a written summary report of all grievances that have been filed with the Program by clients or their guardians since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the County in person or via registered mail within 30 days of the end of the contract period. Additional summary reports requested by the County shall be due within 10 days of the County's request for the reports and shall be delivered to the County in person or via registered mail.

- G. The Purchaser and the Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, the Provider shall comply with the provisions of DHS 12, Wis. Admin. Code (online at http://docs.legis.wi.gov/code/admin_code/dhs/001/12). The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the County under this contract as well as any other persons under control of the Provider having direct contact with the clients of the County. The Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, Department of Children and Families, and the Department of Safety and Professional Services, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, the Provider must conduct a new caregiver background search every four (4) years, or more frequently, as required for some provider types, or at any time within that period when the Provider has reason to believe a new check should be obtained.

The Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. The County may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Law.

The Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

Prior to the commencement of any services under this contract, the County may request a background or criminal history investigation of any of the Provider's employees, contracted personnel, and subcontracted employees, who will be providing services to the County under the contract. If any of the stated personnel providing services to the County under this contract is not acceptable to the County in its sole opinion as a result of the background or criminal history investigation, the County may either request immediate replacement of the person in question, or immediately terminate this Contract and any related service agreement. The Provider shall notify the County in writing via certified mail within one business day if an employee has an allegation filed regarding a barring offense or has been charged with or convicted of any crime specified in DHS 12.07(2).

With regards to DHS 13.05, the provider has a responsibility to protect clients upon learning of an incident of alleged misconduct; the provider shall take whatever steps are necessary to ensure that clients are protected from subsequent episodes of misconduct while a determination on the matter is pending. In addition, the provider has a responsibility to report allegations of caregiver misconduct immediately, by telephone or personally, to the county department of human services the facts and circumstances contributing to a suspicion that abuse or neglect has occurred or to a belief that it will occur. In addition, the entity shall notify the department in writing or by phone within 7 calendar days that the report has been made.

- H. The Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian. Except for documents identifying specific clients, the contract and related documents are not confidential.
- I. The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- J. The Provider shall meet state and federal service standards and applicable state training, licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. The Provider shall attach copies of its license or certification document and the most recent training, licensing or certification report concerning the Provider to this contract when returning the signed contract to the County. During the contract period, the Provider shall also send the County copies of any licensing inspection reports within 5 days of receipt of such reports.

- K. The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.
- L. The Provider shall submit any performance and other program reports required by the County.
- M. All property, equipment, software, or services used by multiple programs or for multiple purposes subject to cost allocation procedures. The Provider will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software or other services, including staff services, are used for any purpose other than child support program administration.

The provider shall submit a copy of their cost allocation plan to the County upon request. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

XIV. Debarment and Suspension

The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the County within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment or declared ineligible by a federal agency or whenever the Provider determines it is unable to provide the quality or quantity of services required under this contract. The County may consider suspension or debarment to be a cause for revising or terminating the contract.

XV. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.

In addition, certain functions included in this agreement are covered by HIPAA rules. As such the County must comply with all provisions of the law and has determined that Provider is a "Business Associate" within the context of the law. As a result, the Purchaser requires Provider to sign and return with this contract the Business Associate Agreement, which will be included and made part of this agreement.

XVI. Privacy and Confidential Information

- A. All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable to this policy. All records pertaining to services provided under this contract are the sole property of the County. Provider shall comply with all State and Federal confidentiality laws concerning information in both the records it maintains and in any other confidential records the Provider accesses to provide services under this contract.
- B. Except as otherwise authorized by law, the Provider may not disclose confidential information for any purpose other than the purposes associated with the administration of services under this contract. "Confidential Information" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium

(and without regard to whether the information is owned by the State of Wisconsin, the County Agency, or by a third party), that satisfy at least one of the following criteria:

1. Personally Identifiable Information;
 2. Individually Identifiable Health Information;
 3. Non-Public information related to the County's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
 4. Information designated as confidential in writing by the County.
- C. "Individually Identifiable Health Information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- D. "Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
1. The individual's Social Security Number;
 2. The individual's driver's license number or state identification number;
 3. The number of the individual's financial account, including a credit or debit account number, or any security code, access code, or password that would permit access to the individual's financial account;
 4. The individual's DNA profile; or
 5. The individual unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or Federal law.
- E. "Indemnification" means in the event of a breach of this Section by the Provider, the Provider shall indemnify and hold harmless the County and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Provider and its employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the County in the enforcement of this Section.
- F. "Equitable relief" means the provider acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to both the State of Wisconsin and the County, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State and/or County, on their own behalf or on the behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.

- G. Confidential Information does not include information which is required to be disclosed by operation of law.

XVII. Conditions of the Parties' Obligations

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of any applicable State Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. County shall be notified in writing of all complaints filed in writing against the Provider. County shall inform the Provider in writing with their understanding of the resolution of the complaint.
- E. The Provider certifies that, for the duration of this contract, no Sheboygan County Health and Human Services staff will be utilized to staff Provider's services. Violation will result in the contract being null and void. The Provider will provide a list of staff upon request.

XVIII. Legal Status

Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this contract on its behalf are authorized to do so. Provider shall notify the County immediately, in writing, of any change in its legal status.

Appendix A Information on Allowable Costs

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the *Allowable Cost Policy Manual* distributed by the Department of Health Services.

The Statutes permit allowances for profit for proprietary agencies and retention of excess revenue for non-profit agencies for specific cost categories. **The amount allowable on an annual basis is determined by applying a percent equal to a maximum of net allowable operating costs**; all other profit/retention of earnings is unallowable. For Sheboygan County Health and Human Services, those limits have been set at 5 percent for both proprietary agencies and non-profit agencies. Please see the *Allowable Cost Policy Manual* for more information on retention of excess revenues.

The following list of descriptions of allowable cost items is recommended as being consistent with the *Allowable Cost Policy Manual*. Provider agencies are responsible to assure that they are familiar with and use the most current allowable cost policies.

1. SALARIES

a. Owner Salaries:

Salaries paid to individuals with a 50 percent or more interest in the organization. Interests of related parties will be combined. Related parties are defined as entities with common ownership or control as well as immediate family relationships.

Enter the total actual salary of owner(s). Also indicate the approximate FTE allocated to the requested program(s) during the year by owner(s).

b. Employee Salaries:

Wages earned by an agency's regular and temporary employees. Wages earned are defined as for current services and include gross compensation paid in the form of cash, products, or services.

c. Bonus Policy:

If your agency provides bonuses to employees, please attach your bonus policy to Supporting Schedule #1; i.e., how are bonuses distributed, where do you budget the bonuses (e.g., salaries) and what categories of employees (e.g., direct-care staff, owner, director, etc.) receive the bonuses.

2. FRINGE BENEFITS

Fringe benefits are allowances and services provided to employees in addition to regular wages.

Fringe benefits will be budgeted as a percent of wages based on prior year actual with necessary adjustments.

The employer's share of fringe benefits may include, but are not limited to, the following:

- Health and Health care Insurance Plans

- Life Insurance
- Professional Liability Premiums
- Retirement plans if paid pursuant to an IRS approved plan
- Social Security Tax
- Unemployment Compensation Taxes or benefits paid if under a self-insured plan
- Other benefits paid by agencies pursuant to negotiated Union contracts
- Staff Food - Meals provided to staff who have no meal period and must remain on duty are allowable. Meals provided to other staff must be for a charge. Food costs associated with staff who receive a break are not allowable and should not be included as a cost in the budget.

Worker's Compensation Insurance costs may be incurred as an insurance premium, a premium paid to a funded self-insured plan, or as a direct payment of benefits when awarded if self-insured.

3. TRAVEL REIMBURSEMENT TO STAFF

Employee reimbursement for actual, reasonable and necessary expenses incurred. This would include personal car mileage, not to exceed the federal/IRS rate, public transit, lodging, and meals while traveling.

4. CLIENT TRANSPORTATION

Cost incurred in transporting clients such as contract services, public transit, and mileage payments to staff or volunteers, not to exceed federal/IRS rate and emergency transportation.

5. RECRUITMENT

Expenses related to advertising for candidates for vacant positions.

6. TRAINING/STAFF DEVELOPMENT

Training costs including conference registrations, travel, lodging, and costs for in-house training for staff development which directly benefits the program.

7. SUPPLIES

- a. Household & Linens: This account should include brooms, brushes, cleaning compounds, disinfectants, drinking cups, insecticides, mops, polish, scrub buckets, toilet paper, drapes, curtains, shades and other housekeeping supplies. It should also include the cost of laundry and cleaning supplies, etc. Linens would include towels, washcloths, and bedding.
- b. All Other Supplies: This account reflects supplies and expenses related to operation of the administrative offices which includes such things as general office supplies, postage, forms, and stationery. Receipts and refunds for these items will be credited directly to this account. Health care supplies such as first aid supplies, etc. Program supplies would include various items needed for carrying out activities for/with clients such as recreational supplies.

8. FOOD

The cost of food provided to clients which include the cost of a bag lunch for residential clients who attend outside day programming.

9. TELEPHONE FOR FACILITY

This includes regular billing, installation, and removal of telephones, and long-distance calls, as well as answering services for additional telephone services as needed to enable personnel to be contacted on an emergency basis.

10. TELEPHONE FOR RESIDENTS

If there are identifiable costs related to resident use of telephone in residential programs, enter those costs.

11. CABLE TELEVISION

Cable television for common areas in residential programs is charged to this account. The cost of cable for private rooms is a client expense and cannot be included in the budget.

12. INSURANCE

Premiums for fire, liability, boiler, surety bonds, and other forms of insurance, exclusive of payroll-related insurance will be charged to this account. If the provider coverage is included with other groups in a single policy, an equitable distribution of the premium should be recorded on the provider records.

Worker's Compensation Insurance costs may be incurred as an insurance premium, a premium paid to a funded self-insured plan, or as a direct payment of benefits when awarded if self-insured.

13. UTILITIES

Water, electricity, gas and other fuels will be charged to this account.

14. REPAIRS AND MAINTENANCE

Building: Improvements which result in an increase in useful life over current useful life shall be capitalized (see DEPRECIATION). Expenditures which do not extend useful life but merely keep the facility in ordinary efficient operating condition are classified as repairs and maintenance.

All materials and parts used in repairing and maintaining the building will be included in this account.

Charges to this account include such things as lubricants, light bulbs, fuses, ash cans, fire extinguishers and other supplies used in providing heat, light, power, air conditioning, ventilation and water softening.

Equipment: Cost of service and parts to repair and maintain equipment.

Vehicle: This account will include vehicle operating expenses such as gas, oil, grease, tires, batteries, and licenses. Repair parts purchased and repairs made by outside concerns to such equipment will also be included in this account.

15. RENTAL OF PROPERTY AND EQUIPMENT

Rent for property or equipment will be paid with the following requirements:

- a. For major items, a copy of the lease may be required. The Purchaser may request a listing of limited partnership investors.
- b. Where applicable, proper capital lease accounting must be used.
- c. Rental rates may not exceed fair market value for similar property, equipment.

16. DEPRECIATION

Depreciation is an allowable expense under the following conditions:

The depreciation must be:

Identifiable and recorded in the agency's accounting records;

The cost of equipment and other capital expenditures with an acquisition cost exceeding \$5,000 can be recovered through the use of depreciation or use allowance. However, under certain circumstances and only with a written waiver from DHS obtained prior to making the purchase, equipment and other capital expenditures with an acquisition cost exceeding \$5,000 can be expensed at the time of purchase.

Building/property (less land value) as applicable must be depreciated using the straight-line method over a minimum of 30 years.

Other assets must be prorated over the estimated useful life of the asset using the straight-line methods; no accelerated depreciation is allowed.

Note: Mortgage (principal) payments, should the respondent prefer to propose a vendor owned and controlled program site, are not allowable costs. These payments represent acquisition costs and are reimbursed through depreciation expense.

17. INTEREST

Interest associated with liability in excess of agency net assets will not be allowed.

Interest on newly constructed buildings should be capitalized according to Generally Accepted Accounting Principles.

18. PURCHASES OF SMALLER ITEMS

Furnishings and equipment with a cost of less than \$5,000 should be expensed in one year and reflected on the room and board line.

19. PROFESSIONAL FEES

All professional fees incurred in the normal course of providing service to clients or complying with the terms of the County contract should be charged here. This would include legal, accounting, auditing and data processing.

20. LICENSES

Licenses necessary to operate the agency are allowable. Divide license cost by the number of years the license is valid.

21. TAXES

- a. Real Estate Taxes: Real estate taxes or payments in lieu of taxes which the agency is legally required to pay.
- b. Corporate Income Taxes: The tax liability of incorporated vendors.

22. OTHER ALLOWABLE EXPENSES

Expenses not included in above categories (identify).

23. SUBTOTAL OF COSTS OR NET ALLOWABLE OPERATING COSTS

Agencies should find the total cost of the categories shown above. This amount is used to compute ALLOWABLE PROFIT where permitted.

24. ALLOWABLE PROFIT

Not-for-profit agencies should enter ZERO in this line. Not-for-profit agencies are permitted to retain 5% in excess revenues generated by rates according to guidelines in the Sheboygan County contract, to be used to reduce the next years' service rate.

For-profit agencies may add an allowance for profit. The allowance is subject to these general guidelines:

- o No provision for profit should be included in any other line item.
- o Once the budget is approved, the Provider is not to request budget adjustments from the Purchaser except for major, unanticipated situations.

Allowable profit is computed as follows:

- a. Determine the Net Allowable OPERATING Costs. (This is the amount in line 23 in the recommended worksheet.)
- b. Multiply the Net Allowable OPERATING Costs by 0.05 (5%).

25. TOTAL ALLOWABLE COSTS

Add NET ALLOWABLE OPERATING COSTS to ALLOWABLE PROFIT (In each column, line 23 + line 24).

XIX. Signatures

This contract is agreed upon and approved by the authorized representatives of Sheboygan County and Shoreline Metro (Provider) as indicated below. This Contract becomes null and void if the time between the County's authorized representative signature and the Provider's authorized representative signature on this Contract exceeds sixty (60) days.

For County:

Thomas D. Eggebrecht, Director
County's Authorized Representative
Sheboygan County Health & Human Services

Date

For Provider:

Provider's Authorized Representative

Date

Title:

Federal ID #: _____

VI

4.2

Res. No. 157 - 16 - 17. By Alderperson Wolf. December 19, 2016.

A RESOLUTION authorizing City staff to submit an application to the Tony Hawk Foundation for grant funds to be used toward the skate park project.

WHEREAS, the City of Sheboygan hereby requests assistance for the purpose of constructing the proposed project;

WHEREAS, grant funds are available from the Tony Hawk Foundation for up to \$25,000;

WHEREAS, the City has dedicated \$231,000 of the Community Development Block Grant funds to the project.

RESOLVED: That the City of Sheboygan will comply with program requirements, completed a project based on the available budget in an attractive, inviting and safe manner.

*Lies over
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

GRANT INFORMATION FORM

Department CITY DEV/PUBLIC WORKS DATE 12-19-16

Grantor Agency Tony Hawk Foundation

Federal State Other

Grant Name Skate park grants

Grant Number _____ Grant Amount \$ 25,000 Matching Funds \$ _____

Program & Number _____ Federal CFDA # _____

Matching Funds available in account number _____

Purpose of the Grant

Funds will be used towards the construction of a new skatepark.

Person preparing grant proposal Chad Pelushek (Signature)

Department Head approving grant proposal Chad Pelushek (Signature)

Council Document Number approving grant submission _____ Please Attach

II

R. O. No. _____ - 16 - 17. By CITY CLERK. January 3, 2017.

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

Law & Lic.

City Clerk

FERMENTED MALT BEVERAGE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3235	Harvest Café	502 S. 8 th St.

CLASS "C" WINE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3235	Harvest Café	502 S. 8 th St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1205	Jomaji Salon & Spa	682 South Pier Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1631	Daniels, Richard J.	818 Pennsylvania Ave., #202
1621	Hameister, Brian L.	1314 N. 12 th St.
1624	Holtz, Alyssa S.	3722 S. 17 th St.
0184	Hoppe, Jessica S.	1611 N. 24 th St.
1685	Kraus, Jeanne E.	2410 North Ave.
1633	Kraus, Kimberly K.	3322 N. 9 th St.
0739	Pantha, Bed P.	2420 S. 18 th St., #110
1616	Smith, Halei E.	2219 N. 7 th St.
1632	Theobald, Erika M.	2315 N. 6 th St.
1466	Walker, Sophia H.	1725 N. 12 th St.

TAXICAB DRIVER'S LICENSE (**NEW**) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1627	Bassuener, Craig A.	104 Redtail Dr.
1614	Crane, Kenneth E.	829 Broadway Ave.
1622	Nelson, Gale D.	1420 S. 9 th St.
1626	Oliver II, Jimmie Anthony	2128 Schetter Ave.
1625	Rogelio, Jesse	1207 Kentucky Ave.

TAXICAB DRIVER'S LICENSE (**RENEW**) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0536	Hendrikse, Randall D.	3746 N. 14 th St.
0343	Olsen, Michael D.	1330 N. 12 th St., #2
7805	Reiner, Michael G.	2419 N. 29 th St.
8860	Santana, Susan M.	2724 Main Ave.