

*****ATTACHMENTS*****




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

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

R. O. No. - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATORS LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2979	EA Services	991 Huron Trl, Sheb. Falls
2067	Ebert & Son	N8802 Rangeline Rd., Tn of Herman
1176	Grass Cuts Lawn Serv. LLC	2532 S. 14 th St.
1985	Otter Creek Landscape Co.	N6625 Hwy 57, Plymouth
2183	Restoration Gardens LLC	W4429 Cty Rd. JM, Sheb. Falls

Consent

II

R. O. No. - 16 - 17. By BOARD OF CONTRACTORS EXAMINERS.
December 19, 2016.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

2668	William Robert Schmidt 1202 N. 17 th Street Sheboygan, WI 53081-3226	Carpenter Contractor
2691	Thomas Lutzke W4165 Main Road Plymouth, WI 53073-4871	Carpenter Contractor
2692	Avelardo Vazquez 1514 S 13 th Street Sheboygan, WI 53081-5250	Carpenter Contractor
2694	John Scott Foley 11 W. Center Avenue Cedar Grove, WI 53013-1392	Carpenter Contractor
2698	Carl J Callsen 1355 Hazelwood Drive Manitowoc, WI 54220-1605	Carpenter Contractor

Consent

Building Inspection

II

R. O. No. _____ - 16 – 17. By FINANCE DIRECTOR. December 19, 2016.

The Finance Committee reviewed and approved the attached Grant Administration Oversight procedures which is necessary for the efficient tracking of Grants approved by the Common Council.

Finance Director

Consent

GRANT ADMINISTRATION OVERSIGHT

APPLICATION

Prior to applying for any grant, the department will complete the Grant Information Form, exhibit 1. The form and all applicable grant information should be submitted to the Finance Department. The Finance Department will review the grant information to determine the grant funding agency, matching funds required and any restrictions or limitations on the grant, exhibit 2. After review of the grant information, the Finance Department will meet with the department to discuss any findings and determine if the department and the Finance Department agree to proceed with the application and a document to the Common Council.

Upon approval by the Council and granting agency, the department will provide the Finance Department copies of the grant agreement and any other applicable paperwork received.

CONFLICT OF INTEREST

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, you may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards contained in sec.2-273 of the Sheboygan Municipal Code serve to define gifts that are not substantial or of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The City's Code of Ethics, found in Article III, Division 2 of Chapter 2 applies to all employees, officers, and agents of the City with regard to the selection, award, or administration of any contract supported by a Federal award.

APPLICABLE COSTS

The City will only charge costs for allowed activities to each grant. All costs charged to grants will conform to applicable cost principles and/or will be allowed costs under the grant provisions.

CASH MANAGEMENT

Prior to filing a grant reimbursement claim, the Finance Department will work with the department to ensure all costs have been recorded in the accounting system and review unusual items or amounts not recorded. The drawdown, in most cases, will only be made to request reimbursement of incurred costs in the accounting system. If advances are received, the Finance Department and the department will maintain an on-going monitoring of costs applicable to the grant. Prior to filing a reimbursement claim, the department and the Finance Department will approve the reimbursement request in writing, exhibit 3.

PERIOD OF PERFORMANCE

The City will only incur expenditures during the grant period of performance, unless the grant agreement allows costs to be incurred prior to the grant period. Management is committed to complying with the period of performance as specified in the grant agreement. The grant period of performance will be communicated to employees approving expenditures and processing disbursements for payment. All applicable employees will also be made aware of the grant period of performance.

PROCUREMENT

The City will not enter into any procurement contracts or commitments with a suspended or debarred vendor or business. The City prohibits awarding contracts or purchase agreement with any suspended or debarred vendor. All vendors will be required to supply federal taxpayer identification information and DUNS numbers.

City employees entering into contracts with payment from grant funds will be made aware of procurement policies regarding vendors. Supervisors will review procurement and contracting decisions made by employees for compliance with grant procurement policies. All vendors and contracts for sub-awards of any value and procurement contracts exceeding \$25,000 will be compared to listings in the Federal System for Award Management (SAM) for suspended, debarred or excluded parties.

GRANT REIMBURSEMENT CLAIMS

Employees assigned to complete reimbursement claims will submit the approved applicable cost reimbursement claim approved by the Finance Department and the department.

EQUIPMENT AND PROPERTY MANAGEMENT

Records will be maintained to identify all equipment or real property purchased with grant funds in the City's fixed asset system. Disposition of equipment or real property

acquired with grant funds will be completed in accordance with applicable requirements and if applicable, the grantor will be appropriately compensated for its share of any property sold or converted to non-City use. All equipment will be safeguarded, maintained and insured in accordance with capital asset policies set forth by the City.

MATCHING FUNDS

Any matching, local level of effort or earmarking requirements of grant awards will be met using only allowable funds or costs which are properly calculated and valued.

PROGRAM INCOME

Program income from activities funded with grants will be correctly earned, recorded and use in accordance with grant or program requirements.

SUB-RECIPIENT MONITORING

Federal award information and compliance requirements will be provided to sub-recipients of federal awards. Departments will monitor sub-recipients for risk assessment controls to include: financial problems that could result in diversion of grant funds, loss of essential personnel, loss of license or accreditation, rapid growth and organizational restructuring. In addition, sub-recipients monitored will include following up on resolution of audit findings and evaluation of the impact of any identified noncompliance.

REPORTING

Reports required to be submitted by grant agencies will be prepared with all activity of the reporting period, will be supported by underlying accounting or performance records and will be fairly presented in accordance with program requirements. Budget to actual will be reviewed by the Finance Department and the department. The department will include a written explanation of any variances.

The underlying accounting or other performance records used to prepare the reports will be monitored and reviewed for completeness prior to the report completion. The basis of accounting method required by the grant awarding agency will be used in preparation of the underlying data and report.

The Finance Department and departmental review of reports will be completed to assure accuracy and completeness of data and information included in the reports.

A tracking system will be developed to ensure reports are submitted when due.

GRANT INFORMATION FORM

Department _____ DATE _____

Grantor Agency _____

_____ Federal _____ State _____ Other

Grant Name _____

Grant Number _____ Grant Amount \$ _____ Matching Funds \$ _____

Program & Number _____ Federal CFDA # _____

Matching Funds available in account number _____

Purpose of the Grant

Person preparing grant proposal _____ (Signature)

Department Head approving grant proposal _____ (Signature)

Council Document Number approving grant submission _____ Please Attach

Finance Review

Pass-through Agency _____

_____ Federal _____ State _____ Other

Start Date _____ End Date _____

Matching Funds (Available as indicated) _____

Grant Limitations

Grant Number _____

CFDA Number _____

Type of Compliance Requirement	Comment
A. Activities Allowed or Unallowed	
B. Allowable costs/cost principles	
C. Cash Management	
D. Eligibility	
E. Equipment and Real Property Management	
F. Matching Level of Effort, Earmarking	
G. Period of Performance	
H. Procurement and Suspension and Debarment	
I. Program Income	
J. Reporting	
K. Subrecipient Monitoring	
L. Special Tests and Provisions	

Include in comments any documentation required below City policies

Date

GRANT #
DEPARTMENT
REPORTING PERIOD
GRANTOR AGENCY

EXPENSES

DATE	VENDOR	CHECK NO.	COST	ALLOWABLE	CAPITAL ASSET
------	--------	-----------	------	-----------	---------------

Total Request				0	0
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PROGRAM INCOME

DATE	PAYEE	RECEIPT NO.	AMOUNT
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Total Income			0
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III

R. O. No. - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting, as a matter of record, a communication from the Sheboygan County Transportation Director along with a copy of the Deed By Corporation for Project I.D. 99341 - CTH "OK" and CTH "EE" Culvert Placement - Sheboygan County.

Consent

City Clerk



SHEBOYGAN COUNTY

Greg Schnell, Transportation Director

Sheboygan County Transportation Department – Highway Division

December 7, 2016

City of Sheboygan
828 Center Avenue
Sheboygan WI 53081

Project I.D. 99341
CTH "OK" and CTH "EE" Culvert Replacement
Sheboygan County

RE: Parcel #30

Enclosed is a copy of the Deed By Corporation required to be submitted to you under Sec. 32.05(2a), Wisconsin Statutes. The County of Sheboygan has recorded this deed in the office of the Register of Deeds in the county in which the property is located.

Section 32.05(2a), Wisconsin Statutes, provides that within six months after the date of the recording of the deed you have the right to appeal from the amount of compensation stated in the deed in the manner set forth in Section 32.05(9) to (13), Wisconsin Statutes, for appeals from an award under Section 32.05(7), Wisconsin Statutes. For purposes of any such appeal, the amount of compensation stated in the deed shall be treated as the award and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Sincerely,



Greg Schnell
Transportation Director

Enclosure

GS/ag

YORK UNIVERSITY



Faculty of Business Administration
Department of Management Science

Management Science

Faculty of Business Administration
Department of Management Science
York University

Management Science

Management Science

Management Science

Management Science

Management Science

Deed by Corporation



8 4 0 2 9 1 8
Tx:4121702

Document Number

Document Title

2029294

**SHEBOYGAN COUNTY, WI
RECORDED ON**

10/24/2016 11:26 AM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

**RECORDING FEE: 30.00
EXEMPTION # 77.25(2R)**

Cashier ID: 2

PAGES: 3

Name and Return Address

Sheb Co Hwy Dept

59281471013, 59281470968,
59281470970, 59030454470,

Parcel Identification Number (PIN)

59281470938, 59281479100

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

SCF-3122

11/2013

DEED BY CORPORATION

Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form s. 77.255 Wis. Stats.
LPA1546 9/2009 (Replaces LPA3005)

THIS DEED, made by the City of Sheboygan, Wisconsin, a corporation duly organized and existing under the laws of the State of Wisconsin and duly authorized to transact business in the State of Wisconsin, with its principal place of business at 828 Center Avenue City of Sheboygan, County of Sheboygan, State of Wisconsin GRANTOR, conveys and warrants the property described below to Sheboygan County, a municipal corporation GRANTEE, for the sum of thirty two thousand four hundred dollars and no cents dollars (\$32,400.00)

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None.

Legal Description: Located in part of the SW ¼-SE ¼ and NW ¼-SE ¼, Section 9, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

COMMENCING at the east one-quarter corner of Section 9, T14N, R23E; thence N86°52'03"W along the north line of the SE ¼, 2,090.16 feet, to the CTH "OK" reference line; thence S17°45'46"W, 219.12 feet along the reference line; thence N88°07'39"W, 37.99 feet to the westerly right of way line of CTH "OK"; thence S17°37'41"W, 2.52 feet along the westerly existing right of way line, to the POINT OF BEGINNING;

Thence continuing S17°37'41"W, 723.77 feet along the westerly existing right of way line; thence S88°58'45"E, 36.23 feet

This space is reserved for recording data

Return to
Sheboygan County Highway Department

Parcel Identification Number/Tax Key Number
59281471013, 59281470968, 59281470970,
59030454470, 59281470938, 59281479100

The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if authorized by law) of GRANTOR corporation.

9/27/16
(Date)

State of Wisconsin)
Sheboygan) ss. County)

The City of Sheboygan, Wisconsin
(Corporation Name)

Michael J. Vandersteen
(Officer Signature)

Michael J. Vandersteen, Mayor
(Print Name, Title)

Susan Richards
(Officer Signature)

Susan Richards, Clerk
(Print Name, Title)

On the above date, this instrument was acknowledged before me by the named person(s) or officers.

Cinda K. Langhoff
(Signature, Notary Public, State of Wisconsin)

Cinda K. Langhoff
(Print or Type Name, Notary Public, State of Wisconsin)

2/18/18
(Date Commission Expires)

Project ID 99341	This instrument was drafted by Sheboygan County Highway Dept	Parcel No. 30
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to the reference line; thence S17°59'00"W, 483.48 feet along the reference line; thence N81°11'03"W, 33.10 feet, to the westerly existing right of way line; thence N18°02'33"E, 2.08 feet along the westerly existing right of way line; thence N12°52'46"E, 251.00 feet; thence N17°59'00"E, 271.89 feet; thence N17°45'46"E, 627.89 feet; thence N38°01'55"E, 53.30 feet to the POINT OF BEGINNING and containing 0.848 acres of land including therein 0.364 acres lying within the existing right of way of CTH "OK". It is the intention of this instrument to transfer all of those lands of the owner which lie between the southeasterly boundary (CTH "OK" reference line) of the above description, and the currently existing centerline of CTH "OK".

Also, located in part of the NW ¼-NE ¼, Section 9, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

COMMENCING at the northeast corner of Section 9, T14N, R23E; thence N85°04'59"W along the north line of the NE ¼, 1,242.24 feet to the CTH "OK" reference line; thence S19°28'17"W, 459.49 feet along the reference line; thence S17°45'46"W, 409.17 feet along the reference line; thence S89°22'39"E, 34.10 feet, to the easterly existing right of way line of CTH OK, also being the POINT OF BEGINNING;

Thence continuing S89°22'39"E, 23.45 feet; thence S17°45'46"W, 186.93 feet; thence N88°28'39"W, 23.56 feet to the easterly existing right of way line; thence N17°49'35"E, 186.60 feet along the easterly existing right of way line, to the POINT OF BEGINNING and containing 0.097 acres of land.

Also, part of lot 10 of Sheboygan Business Center, located in SW1/4 SE1/4 section 4, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

Commencing at the S1/4 corner section 4, T14N, R23E; thence S85° 04' 59" E along the south line SE1/4 section 4, 600.00 feet; thence N04° 55' 01" E 45.00 feet to the point of beginning:

Thence N86° 11' 30" E 100.32 feet; thence N83° 13' 36" W 153.50 feet; thence S00° 47' 11" W 20.24 feet; thence S85° 04' 59" E 52.80 feet to the point of beginning, and containing 1947 square feet (0.0447 acres) of land.

Also, part of the NE1/4 NW1/4 and part of the NW1/4 NE1/4 section 9, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

Commencing at the N1/4 corner section 9, T14N, R23E; thence S85° 04' 59" E, along the north line NE1/4 section 9, 159.32 feet to the point of beginning:

Thence, continuing S85° 04' 59" E, along the north line NE1/4 section 9, 544.72 feet; thence S04° 55' 01" W 45.00 feet; thence N85° 04' 59" W 61.34 feet; thence S86° 42' 20" W 103.69 feet; thence N79° 22' 58" W 150.75; thence N85° 07' 25" W 230.73 feet; thence N04° 53' 00" E 45.00 feet to the point of beginning, and containing 26352 square feet (0.6050 acres) of land, including therein, 18712 square feet (0.4296 acres) lying within the existing right of way of CTH "EE".

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

LPA1897 04/2010 (Replaces LPA3041) Ch. 32 Wis. Stats.

Owner City of Sheboygan	Area and Interest Required 1.79 acres in fee
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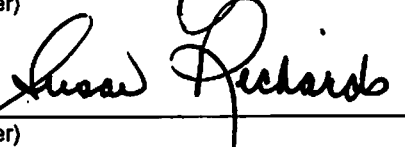
Allocation

Land	0.81	acres	X	\$ 40,000.00	/ac	=	\$
	0.98	acres	X	\$ 0.00	/ac	=	\$ 0.00
Permanent Limited Easement		acres	X	\$	/ac	=	\$
Temporary Limited Easement		acres	X	\$	/ac	=	\$
Fencing						=	\$
Landscaping						=	\$
Improvements						=	\$
Other						=	\$
						Total Damages	= \$
						Rounded To	\$ 32,400.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Local Public Agency.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the Local Public Agency agents or representatives.

X		9-27-16	X
(Owner)		(Date)	(Owner)
X		9/27/16	X
(Owner)		(Date)	(Owner)

For Office Use Only

APPROVED FOR: Sheboygan County, a municipal corporation


 Greg Schnell, Transportation Director
 9/8/2016
(Date)

Project ID 99341 and 100794	County Sheboygan	Parcel 30,42 & 2
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DEED BY CORPORATION

Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form s. 77.255 Wis. Stats.
LPA1546 9/2009 (Replaces LPA3005)

THIS DEED, made by the City of Sheboygan, Wisconsin, a corporation duly organized and existing under the laws of the State of Wisconsin and duly authorized to transact business in the State of Wisconsin, with its principal place of business at 828 Center Avenue City of Sheboygan, County of Sheboygan, State of Wisconsin GRANTOR, conveys and warrants the property described below to Sheboygan County, a municipal corporation GRANTEE, for the sum of thirty two thousand four hundred dollars and no cents dollars (\$32,400.00)

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None.

Legal Description: Located in part of the SW ¼-SE ¼ and NW ¼-SE ¼, Section 9, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

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Return to
Sheboygan County Highway Department

Parcel Identification Number/Tax Key Number
59281471013, 59281470968, 59281470970,
59030454470, 59281470938, 59281479100

The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if authorized by law) of GRANTOR corporation.

(Date)

State of Wisconsin)
) ss.
Sheboygan County)

On the above date, this instrument was acknowledged before me by the named person(s) or officers.

The City of Sheboygan, Wisconsin
(Corporation Name)

Michael J. Vandersteen
(Officer Signature)

Michael J. Vandersteen, Mayor
(Print Name, Title)

Susan Richards
(Officer Signature)

Susan Richards, Clerk
(Print Name, Title)

Cinda K. Langhoff
(Signature, Notary Public, State of Wisconsin)

Cinda K. Langhoff
(Print or Type Name, Notary Public, State of Wisconsin)

2/18/18
(Date Commission Expires)

Project ID 99341	This instrument was drafted by Sheboygan County Highway Dept	Parcel No. 30
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Thence continuing S89°22'39"E, 23.45 feet; thence S17°45'46"W, 186.93 feet; thence N88°28'39"W, 23.56 feet to the easterly existing right of way line; thence N17°49'35"E, 186.60 feet along the easterly existing right of way line, to the POINT OF BEGINNING and containing 0.097 acres of land.

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Thence N86° 11' 30" E 100.32 feet; thence N83° 13' 36" W 153.50 feet; thence S00° 47' 11" W 20.24 feet; thence S85° 04' 59" E 52.80 feet to the point of beginning, and containing 1947 square feet (0.0447 acres) of land.

Also, part of the NE1/4 NW1/4 and part of the NW1/4 NE1/4 section 9, T14N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

Commencing at the N1/4 corner section 9, T14N, R23E; thence S85° 04' 59" E, along the north line NE1/4 section 9, 159.32 feet to the point of beginning:

Thence, continuing S85° 04' 59" E, along the north line NE1/4 section 9, 544.72 feet; thence S04° 55' 01" W 45.00 feet; thence N85° 04' 59" W 61.34 feet; thence S86° 42' 20" W 103.69 feet; thence N79° 22' 58" W 150.75; thence N85° 07' 25" W 230.73 feet; thence N04° 53' 00" E 45.00 feet to the point of beginning, and containing 26352 square feet (0.6050 acres) of land, including therein, 18712 square feet (0.4296 acres) lying within the existing right of way of CTH "EE".

III

R. O. No. - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting a Certified Survey Map (North/Calumet, LLC) for N. 21st Street. The owner is dedicating and the City is accepting land for public street purposes as shown on the map labeled "Dedicated to the Public".

|
suspend

|
Ac & File

City Clerk

Sheboygan County Certified Survey Map

Lot 1 of Certified Survey Map recorded in Volume 25 of Certified Survey Maps on pages 176-178, as Document No. 1946379 and Affidavit of Correction, recorded as Document No. 1950555, being all of Lots 1 and 2 of Certified Survey Map recorded in Volume 20 of Certified Survey Maps on pages 161-164, as Document No. 1723561, being a redivision of Lot 1 and part of Lot 2 of Certified Survey Map recorded in Volume 3 of Certified Survey Maps on page 278-279, as Document No. 1009745, and unplatted lands, all being part of the NW 1/4 of the NW 1/4 of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Sheet 1 of 3

Owner

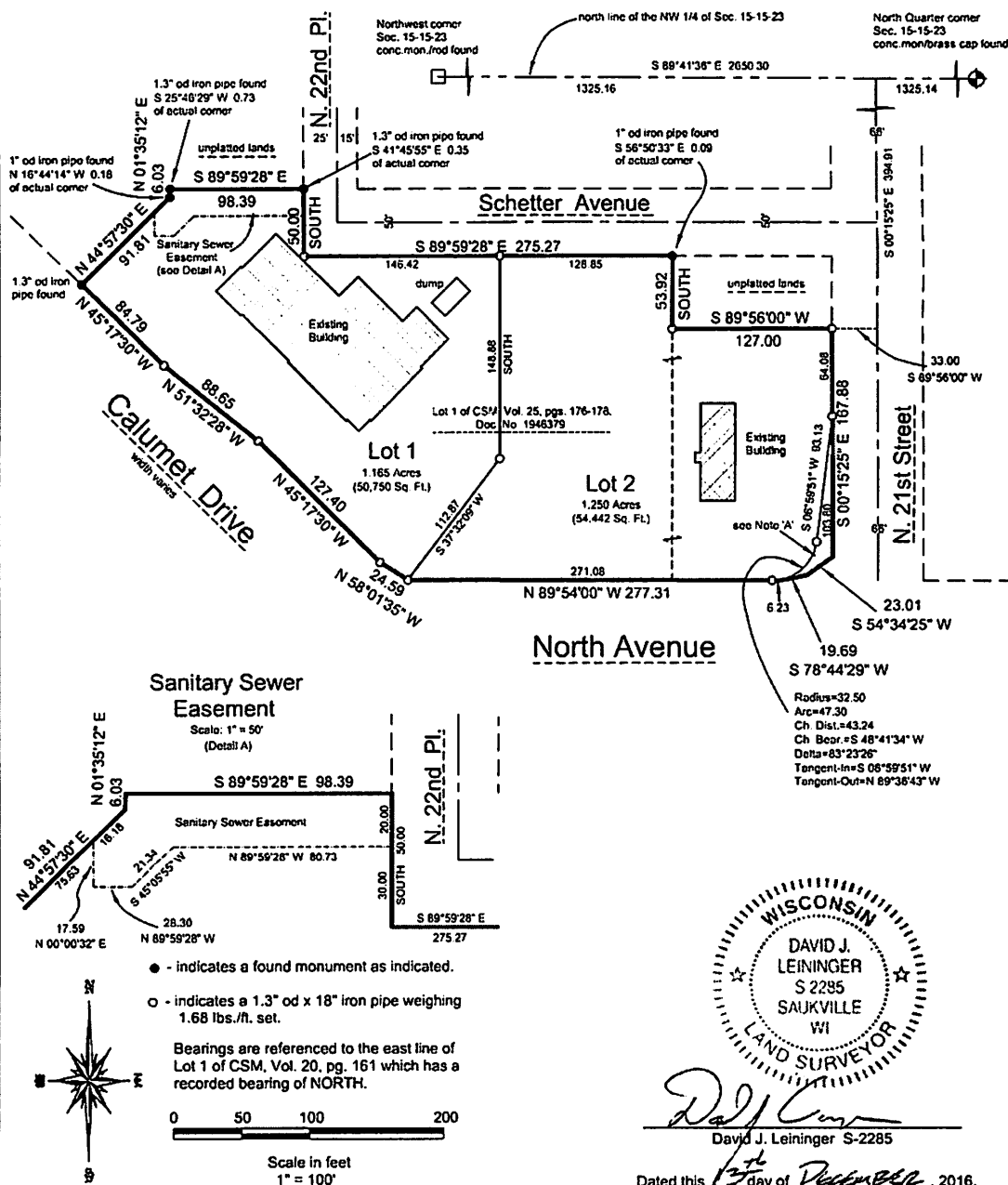
North/Calumet, LLC
2551 N. Wahl Ave.
Milwaukee, WI 53211

Surveyor

David J. Leininger
Homeland Surveying, LLC
2079 Cold Springs Rd.
Saukville, WI 53080

Note 'A':

This area is dedicated to the public for road purposes. 0.020 acre (866 square feet).



Sheboygan County Certified Survey Map

Lot 1 of Certified Survey Map recorded in Volume 25 of Certified Survey Maps on pages 176-178, as Document No. 1946379 and Affidavit of Correction, recorded as Document No. 1950555, being all of Lots 1 and 2 of Certified Survey Map recorded in Volume 20 of Certified Survey Maps on pages 161-164, as Document No. 1723561, being a redivision of Lot 1 and part of Lot 2 of Certified Survey Map recorded in Volume 3 of Certified Survey Maps on page 278-279, as Document No. 1009745, and unplatted lands, all being part of the NW 1/4 of the NW 1/4 of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Surveyor's Certificate:


I, David J. Leininger, professional land surveyor, hereby certify that by the direction of North/Calumet, LLC, I have surveyed, divided and mapped the the land shown and described hereon, being all of Lot 1 of Certified Survey Map recorded in Volume 25 of Certified Survey Maps on pages 176-178, as Document No. 1946.379 and Affidavit of Correction, recorded as Document No. 1950555, being all of Lots 1 and 2 of Certified Survey Map recorded in Volume 20 of Certified Survey Maps on pages 161-164, as Document No. 1723561, being a redivision of Lot 1 and part of Lot 2 of Certified Survey Map recorded in Volume 3 of Certified Survey Maps on page 278 and 279, as 1009745, and unplatted lands, all part of the NW 1/4 of the NW 1/4 of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows:

Commencing at the northwest corner of said Section 15; thence S 89°41'36" E, along the north line of said NW 1/4 of Section 15, 1325.16 feet; thence S 00°15'25" E, 394.91 feet; thence S 89°56'00" W, 33.00 feet to a point in the west right of way line of N. 21st Street, being the point of beginning of lands herein described; thence S 00°15'25" E, along said west right of way line, 167.88 feet; thence S 54°34'25" W, along the northerly right of way line of North Avenue; thence S 78°44'29" W, continuing along said northerly right of way line of North Avenue, 19.69 feet; thence N 89°54'00" W, along the north right of way line of said North Avenue, 227.31 feet to a point of intersection with the northeasterly right of way line of Calumet Drive; thence N 58°01'35" W, along said northeasterly right of way line, 24.59 feet; thence N 45°17'30" W, continuing along said northeasterly right of way line, 127.40 feet; thence N 51°32'28" W, continuing along said northeasterly right of way line, 88.65 feet; thence N 45°17'30" W, continuing along said northeasterly right of way line, 84.79 feet to the most westerly corner of said Lot 2 of Certified Survey Map recorded in Volume 20 on pages 161-164; thence N 44°57'30" E, along the most northwesterly line of said Lot 2, 91.81 feet; thence N 01°35'12" E, 6.03 feet; thence S 89°59'28" E, along the most northerly line of said Lot 2, 98.39 feet to a point in the west right of way line of N. 22nd Place; thence South, along said west right of way line of N. 22nd Place, 50.00 feet to the intersection with the south right of way line of Schetter Avenue; thence S 89°59'28" E, along said south right of way line of Shelter Avenue, 275.27 feet to the northeast corner of Lot 1 of said Certified Survey Map recorded in Volume 25, page 176-178; thence South, along said east line of Lot 1, 53.92 feet; thence N 89°56'00" E, 127.00 feet to the point of beginning.

Containing 106,058 square feet (2.435 acres) more or less.

I further certify that I have fully complied with the provisions of sec. 236.34 of Wisconsin Statutes and the City of Sheboygan Land Division Ordinance in surveying, dividing, and mapping said land, and that this map is a correct representation of the exterior boundaries of said land and the division of said lands.

Dated this 13th day of December, 2016.

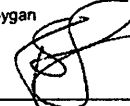

David J. Leininger, S-2285



Owner's Certificate:

As representatives of North/Calumet, LLC, we hereby certify that we caused the land shown and described herein to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the following for approval:

City of Sheboygan

(Sign) 

(Sign) _____

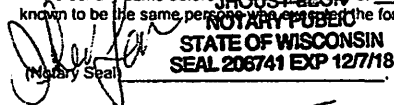
Thomas Schuster
(Print Name) (Title)

(Print Name) (Title)

STATE OF WISCONSIN)

Milwaukee COUNTY)s.s.

Personally came before me this 13th day of December, 2016, the above named representatives are to me known to be the same persons who executed the foregoing instrument and acknowledge the same.



Notary Public, Milwaukee, Wisconsin.

My commission expires 12-7-18

Sheboygan County Certified Survey Map

All of Lots 1 and 2 of Certified Survey Map recorded in Volume 20 of Certified Survey Maps on pages 161-164, as Document No. 1723561, being a redivision of Lot 1 and part of Lot 2 of Certified Survey Map recorded in Volume 3 of Certified Survey Maps on page 278-279, as Document No. 1009745, all being part of the NW 1/4 of the NW 1/4 of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

City of Sheboygan Common Council Approval:

This Certified Survey Map has been reviewed and approved by the City of Sheboygan

this ____ day of _____, 2016.

Mike Vandersteen - Mayor

Sue Richards - City Clerk



David J. Leininger

David J. Leininger S-2285

Dated this 13th day of December, 2016.

II

R. O. No. - 16 - 17. By TRANSIT COMMISSION. December 19, 2016.

Your Commission met and discussed Res. No. 153-16-17 by Alderperson Wolf authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2017, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended; recommends that the Resolution be passed.

Consent

Transit Commission

III

DIRECT REFERRAL TO TRANSIT FOR DECEMBER 13TH MEETING

Res. No. 153 - 16 - 17. By Alderperson Wolf. December 13, 2016.

A RESOLUTION authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2017, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the projects costs in the program; and

WHEREAS, it is required by the United States Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an application for assistance under the Federal Transit Act of 1964, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with these projects, and definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the opportunity to participate in construction contracts, supplies, equipment contracts, or consultants and other services.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute and file an application on behalf of the City of Sheboygan with the United States Department of Transportation to aid in financing of capital and operating assistance projects for calendar year 2017, pursuant to former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit of the City of Sheboygan is authorized to execute the contract pertaining to the City of Sheboygan's application for 2017 operating and capital assistance grants under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute and file with such applications all assurances or any other documents required by the United States Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964 and other legally mandated requirements of the United States Department of Transportation.

Transit

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application for the program of projects.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute grant agreements on behalf of the City of Sheboygan with the United States Department of Transportation for aid in the financing of the capital and operating assistance program of projects.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. - 16 - 17. By LAW AND LICENSING. December 19, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 175-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends granting various licenses:

CLASS "B" BEER (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3231	Saap Lai I	1402 S. 8 th St.

CLASS C WINE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3231	Saap Lai I	1402 S. 8 th St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2586	In Balance Therapeutics, LLC	832 N. 6 th St.
2792	Integrated Health Therapies	833 Pennsylvania Ave.

TAXICAB BUSINESS LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2997	Best Taxi, The	1937 S. Business Dr.
3215	Two Guys Taxi Service	1226A N. 8 th St.
3023	Yellow Cab	2917 N. 15 th St.
2509	Santana Limo	2724 Main Ave.

Consent

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
4542	Huenink, Jeffrey D.	138 Meadow Ridge Dr., Sheb. Falls
1591	Jahns, Joshua E.	3311 Main Ave.
1592	Madrigal, Debra	1623 Saemann Ave.
1595	Mathison, Nancy L.	1715 Illinois Ave.
1585	Norling, Veronica S.	2305 Wedemeyer St.
0551	Phillips, Lori A.	101 E. Mill St., #1, Plymouth
1589	Schmitt, Richard J.	1643 Andrae Cir.
1584	Schrimp, Mykayla	3705 Sheridan Ave., #F3

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
6363	Brass, Thomas H.	3314 Mill Road
7788	DeGroat, Shawn	1614 S. 9 th St.
1532	Fiedler, Randy Bruce	40 Selma St., Plymouth
0211	Herren, Richard E.	2217 Sunflower Ave.
0712	Lopez, Jose D.	3022 N. 8 th St.
6913	Rios, Ricardo	2619A N. 8 th St.
0142	Waraich, Jesse Singh	N6233 Woodland Rd.
7731	Santana, Reynel	2724 Main Ave.

_____ 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

VIII

R. C. No. _____ - 16 - 17. By FINANCE. December 19, 2016.

Your Committee to whom was referred Res. No. 145-16-17 by Alderperson Wolf authorizing executing the Cooperation Agreement for City Hall Office Space between the City of Sheboygan and the Harbor Centre Business Improvement District; recommends that the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.5


Res. No. 145 - 16 - 17. By Alderperson Wolf. December 5, 2016.

A RESOLUTION authorizing executing the Cooperation Agreement for City Hall Office Space between the City of Sheboygan and the Harbor Centre Business Improvement District.

RESOLVED: That the City of Sheboygan does hereby approve the attached Cooperation Agreement in form substantially similar to the documents attached hereto and incorporated herein by this reference; and

BE IT FURTHER RESOLVED: That the Common Council approves the Cooperation Agreement and that the Common Council authorizes the Mayor and City Clerk to act on behalf of the City and sign all appropriate documents related to execution of the agreement.

Finance



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

**COOPERATION AGREEMENT FOR
CITY HALL OFFICE SPACE
BETWEEN THE CITY OF SHEBOYGAN AND THE
HARBOR CENTRE BUSINESS IMPROVEMENT DISTRICT**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT is entered into by and between the City of Sheboygan ("City"), and the Harbor Centre Business Improvement District ("BID"), for office space in City Hall to house the Business Improvement District staff and operations.

WHEREAS, the BID office would be assigned to a City-designated work space in the former first floor payment center at City Hall; and

WHEREAS, this relocation would provide synergies between City Planning and Development staff and BID staff and create efficiencies related to planning for downtown revitalization projects; and

WHEREAS, the BID would provide their own office equipment including a computer, printer and file cabinets, etc.; and WHEREAS, the City will provide the BID with a work desk; and

WHEREAS, the BID would receive a City account number and any printing to City copy machines would be billed out at \$.03 cents for black and white and \$.10 for color copies at the end of each month; and

WHEREAS, under this agreement, the City would not provide technical support services, other than the agreed upon services; internet, phone and anti-virus, of its Information Technology Department ("IT Department").

NOW THEREFORE, the parties agree that, in consideration of the mutual covenants, promises and agreements contained herein, City will provide office space in City Hall as follows:

1. The BID shall receive the office space provided the BID contributes dollar for dollar up to \$3,600 yearly on agreed upon downtown revitalization projects that the City is undertaking. Failure to provide up to \$3,600 towards a city sponsored downtown revitalization project will result in the City billing the BID the difference up to \$3,600.
2. The BID shall pay a monthly service fee for telephone, internet and anti-virus protection on the City's server of \$100 per month.
3. This Agreement shall be in effect from the date of execution hereof until terminated by either party upon thirty (30) days prior written notice to the other addressed to the respective authorized person representing their entity.

4. The City, its officers, officials and employees, do not assume any responsibility for loss of data caused by any of its support services activities. The BID shall indemnify and hold City, its officers, officials, and employees, harmless from any costs, expenses or liability directly or indirectly arising out of any claim from party based upon services under this Agreement, excluding claims of gross negligence or willful misconduct on the part of City, its officers, officials or employees. Such indemnity shall survive the termination of this agreement.
5. The BID agrees that board meeting agendas and minutes may become open records and subject to the State's open records law.

6. Miscellaneous

- a. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior or subsequent breach of the same or other provisions hereof.
- b. If any provision of this Agreement, or portion thereof, is invalid or unenforceable in any circumstances, the remainder of this Agreement and the application of such provision in any other circumstance, shall not be affected thereby.
- c. Users of the City's computer network and systems are subject to, and agree to comply with, existing IT Department policies.

IN WITNESS WHEREOF, the City of Sheboygan has caused this instrument to be executed by Michael Vandersteen, Mayor, and Susan Richards, City Clerk, this ___ day of _____, 2016.

CITY OF SHEBOYGAN

BY:

Michael Vandersteen
Mayor

ATTEST:

Susan Richards
City Clerk

Subscribed and sworn to before me
this ___ day of _____, 2016.

Notary Public, State of Wisconsin

My Commission expires _____

IN WITNESS WHEREOF, the Harbor Centre Business Improvement District caused this instrument to be executed by David O. Gass, President, this ___ day of _____, 2016.

Harbor Centre Business Improvement District

BY: _____

David O. Gass, President

ATTEST: _____

Subscribed and sworn to before me

this ___ day of _____, 2016.

Notary Public, State of Wisconsin

My Commission expires _____

This document is authorized by and in accordance with Res. No. _____

VIII

R. C. No. - 16 - 17. By PUBLIC WORKS. December 19, 2016.

Your Committee to whom was referred Res. No. 147-16-17 by Alderperson Belanger authorizing entering into contract for the purchase of an asphalt compactor for the Motor Vehicle Department; recommends that the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.6

Res. No. 147 - 16 - 17. By Alderperson Belanger. December 5, 2016.

A RESOLUTION authorizing the appropriate City Officials to enter into contract for the purchase of an asphalt compactor for the Motor Vehicle Department.

WHEREAS: The Department of Public Works demonstrated this asphalt compactor this past summer and found it to be meet the needs and demands associated with the asphalt compactor operations.

WHEREAS: This asphalt compactor was also leased by the department with the understanding the lease payments would be credited towards the purchase if the department found the asphalt compactor acceptable.

WHEREAS: This unit is considered used and also available under the national joint powers alliance contract; therefore, the department is able to waive the competitive bidding.

RESOLVED: That the appropriate City Officials to enter into contract for the purchase of an asphalt compactor for the Motor Vehicle Department from Miller Bradford & Risberg, Inc., Sussex, Wisconsin, the 2016 Bomag BW138 AD-5 for approximately \$50,900 less the current lease payments of approximately \$9,000.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Motor Vehicle Fund Account Number 70136100-641400.

*Pub Wks.
approve*

John Berg

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



Corporate Office:
 W250 N6851 Hwy 164
 P.O. Box 904
 Sussex, WI 53089

Sussex, WI Madison, WI De Pere, WI Negaunee, MI
 1-800-242-3115 1-800-585-7219 1-800-638-7448 1-800-562-9770
 Eau Claire, WI Abbotsford, WI Rockford, IL
 1-800-585-7232 1-888-886-4410 1-800-585-7231
 Distributors of Equipment and Supplies for ■ Construction ■ Forestry ■ Industry ■ Government

TO: CITY OF SHEBOYGAN DATE: December 1, 2016
 REFERENCE:

WE SUBMIT THE FOLLOWING PROPOSAL:

QUANTITY	DESCRIPTION	AMOUNT
1	2016 Bomag BW138 AD-5 Includes Economizer Compaction Monitor	\$50,900.00
	5 Months Rent minus interest cost	(\$11,193.00)
	total	\$39,707.00
	MBR will do a Rent to Own 5 Months Minimum, \$2,400/ Month 100% of the rent gets applied to purchase less interest costs.	

TERMS: F.O.B.: MBR Sussex
 DELIVERY: 60-75 days from order date

WE THANK YOU FOR THE OPPORTUNITY TO QUOTE ON THIS EQUIPMENT

QUOTATIONS SUBJECT TO CHANGE IN PRICE PRIOR TO
 SHIPMENT. ALL AGREEMENTS CONTINGENT UPON
 STRIKES, ACCIDENTS, AND UNAVOIDABLE DELAYS
 BEYOND OUR CONTROL.

Miller-Bradford & Risberg, Inc.

SIGNED _____

WRITTEN COPY

VIII

R. C. No. _____ - 16 - 17. By PUBLIC WORKS. December 19, 2016.

Your Committee to whom was referred Res. No. 149-16-17 by Alderperson Belanger authorizing entering into contract for playground equipment for Veterans Park; recommends that the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.8

Res. No. 149 - 16 - 17. By Alderperson Belanger. December 5, 2016.

A Resolution authorizing the Purchasing Agent to enter into contract for playground equipment for Veterans Park.

WHEREAS: The Park Department has established safety standards for playground equipment in all City parks, and

WHEREAS: The City has established a relationship with vendors that meet the safety standards for playground equipment in City parks, and

WHEREAS: The Superintendent of Parks and Forestry will work with the vendors to determine the best equipment for the playground area at Veterans Park.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract in an amount not to exceed \$35,000 for playground equipment for Veterans Park.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the General Fund Park Department Improvement Other than Buildings Account Number 10153000-631100.

John Belanger

Pub Works approve

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VIII

R. C. No. _____ - 16 - 17. By PUBLIC WORKS. December 19, 2016.

Your Committee to whom was referred Res. No. 150-16-17 by Alderperson Belanger authorizing entering into contract for replacement trees for Ash trees; recommends that the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.9

Res. No. 150 - 16 - 17. By Alderperson Belanger. December 5, 2016.

A Resolution authorizing the Purchasing Agent to enter into contract for replacement trees for Ash trees.

WHEREAS: The Emerald Ash Borer will eventually affect all City Ash trees and the City Park Department is planning to replace the trees prior to infestation, and

WHEREAS: The City Park Department has developed a plan for tree replacement and/or treatment of Ash trees in the City, and

WHEREAS: The Superintendent of Parks and Forestry desires to order trees from Johnson's Nursery Inc as is mutually agreed upon by the vendor.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Johnson's Nursery Inc in an amount not to exceed \$30,000 for street and park trees.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the General Fund Park Department Improvement Other than Buildings Account Number 10153000-631100.

Publics approve

John Belg

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

IX

R. C. No. - 16 - 17. By PUBLIC PROTECTION AND SAFETY.
December 19, 2016.

Your Committee to whom was referred Gen. Ord. No. 32-16-17 by Alderperson Thiel repealing Gen. Ord. No. 34-98-99 so as to rescind the parking restriction on the north side of Lincoln Ave. from the west curb line of N. 10th St. to a point 137' west thereof, and also repealing Gen. Ord. No. 77-99-00 so as to rescind the parking restrictions to the additional 40' on the north side of Lincoln Ave. at 1032 Lincoln Ave.; recommends that the Ordinance be passed.

Consent

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor



6.1

Gen. Ord. No. 32 - 16 - 17. By Alderperson Thiel. December 5, 2016.

AN ORDINANCE repealing Gen. Ord. No. 34-98-99 so as to rescind the parking restrictions on the north side of Lincoln Avenue from the west curb line of N. 10th Street to a point 137' west thereof, and also repealing Gen. Ord. No. 77-99-00 so as to rescind the parking restrictions to the additional 40' on the north side of Lincoln Avenue at 1032 Lincoln Avenue.

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

Section 1. Gen. Ord. Nos. 34-98-99 and 77-99-00 are hereby repealed.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to remove the signs for the aforementioned parking restrictions.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*PP+S
approve*

[Handwritten Signature]

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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC PROTECTION & SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: To rescind Ordinance Nos. 34-98-99 & 77-99-00.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: December 1, 2016

MEETING DATE: December 14, 2016

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The majority of the property owners on Lincoln Avenue between N. 10th Street and N. 11th Street have requested to rescind the existing city ordinances which currently only allows One Hour Parking on the north side of the street for this section of Lincoln Avenue.

STAFF COMMENTS: Approve this request.

ACTION REQUESTED:

Motion to recommend the Common Council to approve.

ATTACHMENTS:

- I. Gen. Ord. No. ____-16-17

II

R. O. No. - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting a communication from Howard Worthey regarding alleged damages done by one of the snow plows when they hit his mailbox,

Pub. Wks.

City Clerk

Richards, Susan

From: Alderperson Jim Bohren
Sent: Tuesday, December 13, 2016 1:24 PM
To: Richards, Susan
Cc: Biebel, David; Blasiola, Jason; Alderperson Joseph Heidemann;
howardworthy@gmail.com
Subject: FW: Mail Box Damage
Attachments: 20161212_145817.jpg; 20161212_145824.jpg; 20161213_082508.jpg; 20161213_082521.jpg

Sheboygan City Clerk Sue Richards - Sue

Please include Mr. Worthy's e-mail and attachments as a document for the Monday December 19th 2016 Common Council meeting and please refer it to the Public Works Committee. Thank you.

Alderman Jim Bohren

Serving on the Sheboygan Common Council Since April, 2006.

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.452.1777

jim.bohren@ci.sheboygan.wi.us

2016 - 2017 Committee Assignments

Finance Committee - Vice Chairman

Public Works Committee

Capital Improvements Commission

From: Howard worthy [howardworthy@gmail.com]

Sent: Tuesday, December 13, 2016 8:49 AM

To: Alderperson Jim Bohren

Subject: Mail Box Damage

Mr. Bohren,

Per our phone conversation here is the follow up email you requested.

Some time between the evening of Dec 11 and the morning of Dec 12 it appears that one of the city snowplows struck my mail box damaging the metal box and loosing the post from the ground. Pictures of the damage are attached. I called and reported it to the DPW and someone came by and dropped off a temp mail box in a 5 gal bucket with a note that stated they would come back in the spring when the ground thaws and I quote **"if you mail box needs to be replaced, the Department will replace your damaged mailbox with a standard box and standard post. (steel box with wood post) Owners that would like a mailbox other than the standard box and post will be required to purchase and install at their own expense."**

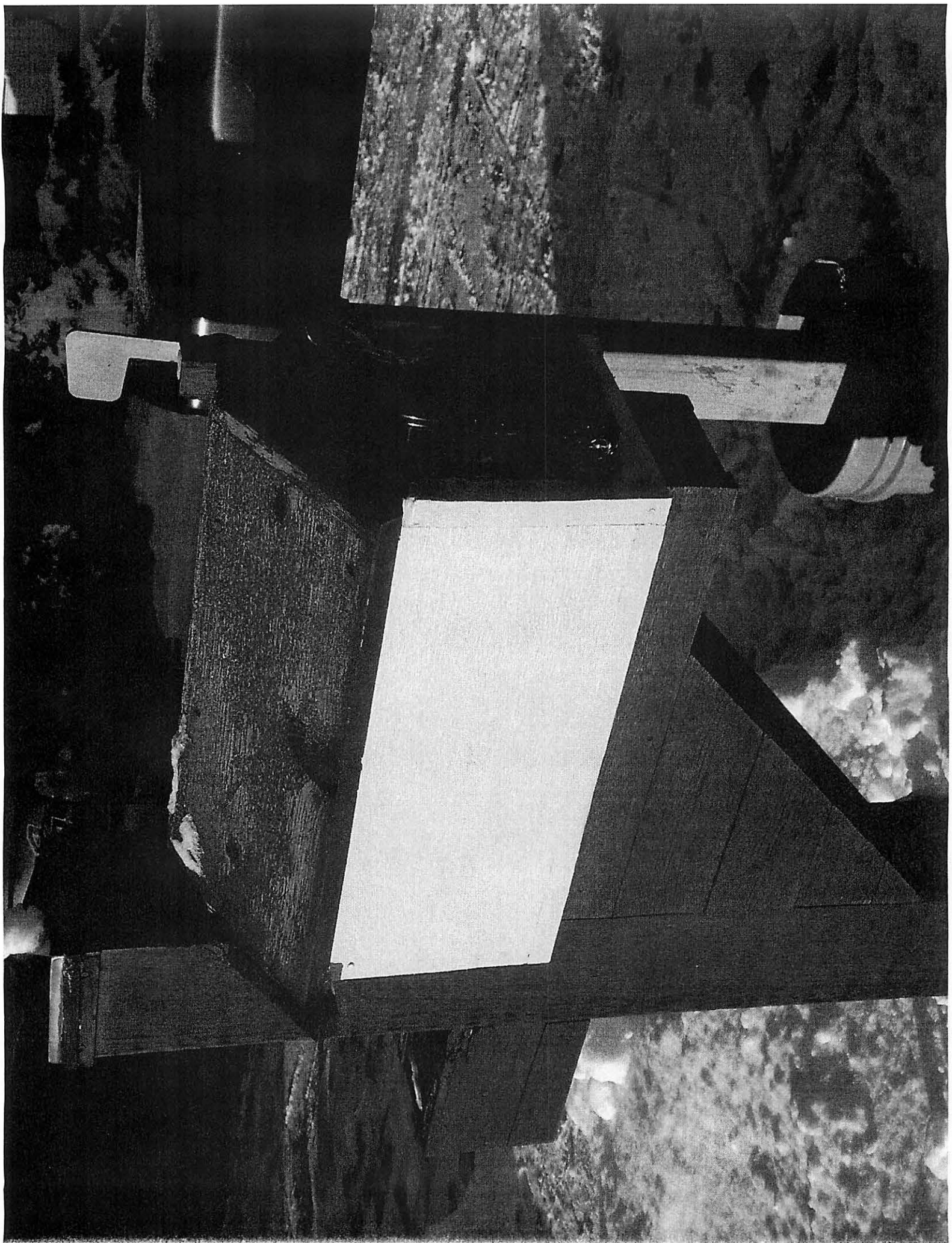
I feel that this policy is unfair and that the city should repair my mailbox back to the original condition it was in prior to the damage. it was not a "standard box" and I should not have to settle for less that what was there. The damage would only require someone to remove the old metal box and replace it which would involve disassembly of the wood covering, replacing the mailbox, and reinstalling the wood, minor caulking and painting may be required and I have the touch up paint.

Thank you again for taking the time to speak with me today concerning this issue and your willingness to follow up on it.

Howard Worthey
1411 Camelot Blvd
985-856-2364









II

R. O. No. - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association v Kathleen A. Bender et al.

City Clerk

Inance

DEC 14 '16 PM 12:15

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

U.S. Bank National Association successor by merger to U.S. Bank National Association N.D.
4801 Frederica Street
Owensboro, KY 42301

AMENDED SUMMONS

Case No. 16-CV-0392

Plaintiff,

The Honorable
Angela Sutkiewicz

vs.

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

Kathleen A. Bender a/k/a Kathleen Bender
321 Jonesville St
Litchfield, MI 49252-9142

Defendant,

The City of Sheboygan Dept. of City Development
828 Center Ave
Sheboygan, WI 53081-4442

U S Bank N.A. as successor in interest to Firstar
Bank WI as S/I/I to Firstar Bank Sheboygan NA
f/k/a First Wisconsin National Bank of Sheboygan
1450 S 12th St
Sheboygan, WI 53081-5242

Added Defendants.

SHEBOYGAN COUNTY
WISCONSIN
2016 DEC - 1 P 12:00
CLERK CIRCUIT COURT
FILED

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 days of receiving this amended summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the amended complaint.

The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of

12-13-16
12/18

America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the amended complaint, and you may lose your right to object to anything that is or may be incorrect in the amended complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 30th day of November, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

Ian J. Thomson
State Bar No. 1076280
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
070235F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

U.S. Bank National Association successor by merger to U.S. Bank National Association N.D.
4801 Frederica Street
Owensboro, KY 42301

AMENDED COMPLAINT

Case No. 16-CV-0392

Plaintiff,

The Honorable
Angela Sutkiewicz

vs.

Case Code 30404
(Foreclosure of Mortgage)

Kathleen A. Bender a/k/a Kathleen Bender
321 Jonesville St
Litchfield, MI 49252-9142

The amount claimed exceeds \$10,000.00

Defendant,

The City of Sheboygan Dept. of City Development
828 Center Ave
Sheboygan, WI 53081-4442

U S Bank N.A. as successor in interest to Firststar
Bank WI as S/I/I to Firststar Bank Sheboygan NA
f/k/a First Wisconsin National Bank of Sheboygan
1450 S 12th St
Sheboygan, WI 53081-5242

Added Defendants.

SHEBOYGAN COUNTY
CLERK CIRCUIT COURT
FILED
2016 DEC - 6 A 10: 16

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by Kathleen A. Bender a/k/a Kathleen Bender.
3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$54,428.27 together with interest from the 1st day of September, 2015.
4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is a parcel of land which is 20 acres or less; with a one to four family residence thereon which is not occupied by the defendants and is abandoned; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The plaintiff hereby elects to proceed under section 846.102 with a five week period of redemption, waiving its right to seek a deficiency judgment against any and all defendants.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That The City of Sheboygan Dept. of City Development has or may claim to have an interest in the mortgaged premises by virtue of a mortgage from Kathleen A. Bender and Wayne R. Bender in the amount of \$5,600.00, dated August 14, 1986 and recorded in the Office of the Register of Deeds for Sheboygan County on September 3, 1986 as Document No. 1137587 and a mortgage from Kathleen A. Bender and Wayne R. Bender in the amount of \$700.00, dated September 25, 1986 and recorded in the Office of the Register of Deeds for Sheboygan County on October 2, 1986 as Document No. 1139473, but upon information and belief, said mortgages were paid in full and should be satisfied of record through accord and satisfaction.

9. That U S Bank N.A. as successor in interest to Firststar Bank WI as S/I/I to Firststar Bank Sheboygan NA f/k/a First Wisconsin National Bank of Sheboygan has or may claim to have an interest in the mortgaged premises by virtue of a mortgage from Kathleen A. Bender to First Wisconsin National Bank of Wisconsin in the amount of \$23,700.00, dated July 27, 1990 and recorded in the Office of the Register of Deeds for Sheboygan County on August 1, 1990 as Document No. 1206008, but upon information and belief, said mortgage was paid in full and should be satisfied of record through accord and satisfaction.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.102 of the Wisconsin Statutes, with plaintiff expressly waiving its right to

obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.


4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 30th day of November, 2016.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 
Ian J. Thomson
State Bar No. 1076280
16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

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Borrower(s) KATHLEEN A BENDER 1423 BROADWAY AVE SHEBOYGAN WI 53081-5710	Lender U.S. Bank National Association ND 1450 S 12TH ST SHEBOYGAN WI 53081	Loan Number [REDACTED] Date <u>03/10/2005</u> Maturity Date <u>3/01/2035</u> Loan Amount \$ <u>\$62,400.00</u> Renewal Of _____
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"I" means each Borrower above, jointly and severally. "You" means the Lender, its successors and assigns.

Note - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: \$62,400.00
 Dollars \$ \$62,400.00

plus interest from 3/10/2005 at the rate of 6.040 % per year until maturity

- Additional Finance Charge - I also agree to pay a nonrefundable fee of \$ _____ and it will be paid in cash.
 withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)
- Variable Rate - The (annual) interest rate above may change so as to be _____

Timing and Frequency of Interest Rate Changes - The rate can first change on _____
 and can change as often as _____ after that.

Lifetime Rate Change Limitations - The rate cannot ever exceed _____. The rate cannot ever be less than _____.

Payment Changes - A change in the interest rate will cause a change in: The amount of each scheduled payment. The amount due at maturity.

Post Maturity Interest - Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity.

- Terms - If checked, terms provided reflect an adjustment to the lowest annual percentage rate available for this loan product. This adjustment reflects a higher rate of interest or finance charge due to information contained in a consumer credit report. You obtained this report from, and I may obtain a free copy of it by contacting: _____

Payments - I will pay this note as follows:

- (a) Interest payments will be due _____
 Principal payments will be due _____
- (b) This note has 360 payments. The first payment will be in the amount of \$ 396.19 and will be due 4/01/2005. A payment of \$ 396.19 will be due on the 1st day of each month thereafter. The final payment of the entire unpaid balance of principal and interest will be due 3/01/2035.

The Purpose Of This Loan Is Refinance

- Late Charge - I agree to pay a late charge if any scheduled payment (or part thereof) is made more than 5 days after it is due equal to \$29.00.
- Early Closure Fee - If I prepay this loan in whole, I will pay you an early closure fee equal to 1% of the original loan amount with a minimum of \$100 and a maximum of \$350 if closed within the first three years.
- Returned Payment Charge - I agree to pay a fee of \$ \$25.00 for each check, negotiable order of withdrawal, draft or electronic payment I arrange in connection with this loan that is returned because it has been dishonored.

Security - (If neither of the next two options are checked, this loan is not specifically secured except: 1. through cross collateralization from other loans; and 2. a security interest in all deposit accounts with U.S. Bank, N.A.)

- Separate Security - This loan is secured by separate Mortgage, dated 3/10/2005.
- Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 4 of this agreement.

1423 BROADWAY AVE
 SHEBOYGAN, WI 53081

This property will be used for Consumer purposes.

EXHIBIT A

Loan number [REDACTED]

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL OF PAYMENTS - The amount I will have paid when I have made all scheduled payments.
6.0380 %	\$ 75,854.94	\$ 62,400.00	\$ 142,628.40

My Payment Schedule will be:

Number of Payments: 360	Amount of Payments: 396.19	When Payments Are Due: monthly beginning 4/01/2005

Variable Rate

This note contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

The annual percentage rate may increase during the term of this transaction if _____

A rate increase will take the form of _____

If the rate increases by _____ % in _____ the _____ will increase to _____. The interest rate may not increase more often than _____, and may not increase more than _____ % each _____.

The interest rate will not go above _____ %.

Security - I am giving a security interest in

the Goods or Property being purchased.

my deposit accounts and other rights to the payment of money from U.S. Bank, NA.

Collateral securing other loans with you may also secure this loan.

Late Charge - I agree to pay a late charge if any scheduled payment (or part thereof) is made more than \$ _____ days after it is due equal to \$29.00

(description of other property)
1423 BROADWAY AVE
SHEBOYGAN, WI 53081

Prepayment - If I pay off this note early, I may will not have to pay a penalty.

Assumption - Someone buying the property securing this loan cannot assume this loan on its original terms.

Required Deposit - The annual percentage rate does not take into account my required deposit.

Filing Fees \$ _____ Non Filing Insurance \$ _____

I can see my contract documents for any additional information about nonpayment, default, and any required repayment before the schedule date, and prepayment refunds and penalties.

Credit Insurance - Credit life, credit accident and sickness (disability) are not required to obtain credit and you will not provide them unless I sign and agree to pay the additional premium. If I want such insurance, you will obtain it for me (if I qualify for coverage). My (Our) signature(s) below means I (we) want the coverages signed for, and only those coverages.

CREDIT LIFE:

Single. Premium: \$ 3,274.92 Term 94
Date of Birth 1/23/1942 Insured: KATHLEEN A BENDER X *Kathleen Bender* Date 3/10/05

Joint. Premium: \$ _____ Term _____
Date of Birth _____ 1st Insured: _____ X _____ Date _____
Date of Birth _____ 2nd Insured: _____ X _____ Date _____

CREDIT DISABILITY:

Single. Premium: \$ 1,148.52 Term 94
Date of Birth 1/23/1942 Insured: KATHLEEN A BENDER X *Kathleen Bender* Date 3/10/05

See the section titled "Monthly Outstanding Balance Insurance Premiums" below for any transaction secured by (a) real estate, or (b) any personal property that is a dwelling, such as a mobile home.

NONE: I/We do not desire credit insurance of any kind on this account. (All borrowers/debtors sign below)

X _____ Date _____ X _____ Date _____

Property Insurance - Property insurance is required. I may obtain property insurance from anyone I want that is acceptable to you.

Single Interest Insurance - Single interest insurance (sometimes referred to as VSI) is required. I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you, I will pay \$ _____ for _____ of coverage.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - You are a National bank located in North Dakota. The interest rate, fees and related charges that you can charge for this loan are pursuant to the law of the state of North Dakota, regardless of where this loan is made or where I live. As for other issues, the law of my state of residence and the law of the state where any property is located will apply.

The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

THIS FORM - This form is designed to be used for many types of transactions. A paragraph or section that begins with a " " that is not checked does not apply to this loan.

PAYMENTS - Each payment I make on this loan will be applied (to the extent of the payments) as follows to: (1) monthly outstanding balance insurance premiums (for loans secured by real estate or a personal property residence, if I elect to buy such insurance); (2) accrued interest; (3) principal (as explained below); (4) charges other than interest or principal, if any; and (5) principal. The portion applied to principal in step (3) above will be the difference between the scheduled payment amount and the sum of any monthly outstanding balance insurance premium and the accrued interest.

No late charge will be assessed on any payment when the only delinquency is due to a late charge assessed on earlier payments. The actual amount of my final payment will depend on the interest rates (if variable) and my payment record.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If "Variable Rate" is checked on page 1, I will pay interest at the rates in effect from time to time. If a payment is not sufficient to pay the accrued interest, as of a scheduled payment date, the accrued and unpaid interest will be added to principal, and itself earn interest.

Decreases in the interest rate for this note will have the opposite effect on payments that increases would have. The interest rate(s) and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan. Changes in the index between scheduled changes in the interest rate will not affect the interest rate. If the index specified on page 1 ceases to exist, I agree that you may substitute a similar index for the original.

THE SECTIONS IN THIS BOX WILL APPLY IF THIS IS A LOAN TO ONE OR MORE INDIVIDUALS FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES AND THE AMOUNT FINANCED IS \$25,000.00 OR LESS.

DEFAULT - I will be in default on this agreement if either (a) or (b) occurs:

- (a) (1) if the interval between scheduled payments is 2 months or less, (A) I have outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due dates; or (B) I fail to pay the first payment or the last payment, within 40 days of its scheduled or deferred due date; (2) if the interval between scheduled payments is more than 2 months, I have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred due date; or (3) if the transaction is scheduled to be repaid in a single payment, I have all or any part of the payment unpaid for more than 40 days after its scheduled or deferred due date.

For purposes of this paragraph (a) the amount outstanding shall not include any delinquency or deferral charges and shall be computed by applying each payment first to the installment most delinquent and then to subsequent installments in the order they come due;

- (b) I fail to observe any other covenant of the transaction, breach of which materially impairs the condition, value or protection of or the your right in any collateral securing the transaction, or materially impairs my ability to pay amounts due under the transaction.

DEFAULT CHARGES - If I default, I agree to pay the statutory costs as specifically authorized by Wis. Stat. § 422.413 which you incur in the disposition of any collateral and any other such charges you incur as authorized by Wis. Stat. Chaps. 421 to 427.

I also agree to pay your reasonable attorney's fees

- (a) in the event I voluntarily or involuntarily seek relief under the United States Bankruptcy Code; and/or

- (b) under the conditions for attorney's fees as provided in Wis. Stat. § 422.411.

RIGHT TO CURE - Your right to exercise your remedies, as provided below, is subject to my limited right to cure a default and to receive notice of such right. You will provide the notice when required, which will explain my rights. I understand I may have the right to redeem collateral under some conditions.

THE SECTIONS IN THIS BOX WILL APPLY IF THE AMOUNT FINANCED IS MORE THAN \$25,000

DEFAULT - I will be in default on this loan and any agreement securing this loan if:

- 1. I fail to make a payment in full when due; or
- 2. Your prospect of payment, performance, or ability to realize upon any collateral is significantly impaired.

If any of us is in default on this note or any security agreement, you may exercise your remedies against any or all of us.

DEFAULT CHARGES - If I default, I agree to pay the costs you incur to collect this note and to realize on any collateral, including your reasonable attorney's fees.

REMEDIES - Subject to the RIGHT TO CURE section above (if applicable), if I am in default on this loan or any agreement securing this loan, you may exercise your rights provided by law and this agreement. I also understand and agree to the following:

- 1. You may accelerate the due date of the unpaid principal balance of the loan, plus accrued interest and charges, making it due in its entirety before the scheduled due date.
- 2. You may realize on any property securing this transaction.
- 3. You may demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
- 4. You may make a claim for any and all insurance benefits or refunds that may be available.

If I default and you choose not to exercise a remedy, you do not lose the right to treat the event as a default if it happens again.

SECURITY INTEREST IN DEPOSIT ACCOUNTS AT U.S. BANK, N.A. -

Governing law: For purposes of this security interest, we agree that the law of the state of North Dakota will control as to the creation, perfection, and effect of perfection of the interest granted in this paragraph. (Technically speaking, we are agreeing that North Dakota is your jurisdiction, as provided in N.D. Stat. § 41-9-24.)

Grant: I grant to you a security interest in any and all deposit accounts (demand, time, savings, passbook, and specifically including but not limited to any certificated time accounts) I currently have or hereafter create with U.S. Bank, N.A. (your affiliate).

Exception: This grant does not apply to accounts that constitute a part of any qualified retirement plan (such as an Individual Retirement Account), any retail repurchase agreement, or any account where my only right is clearly and solely in a representative capacity.

Secures: This security interest secures the payment of this debt and any other debt I may owe you, now or hereafter.

Usage: You have the right to direct the U.S. Bank, N.A. to restrict or prohibit further withdrawals from my accounts, and to comply with your instructions directing disposition of funds in my accounts, including, to apply such funds toward payment of the secured debts. While you have the right to do this at any time, and without notice, it is your present intention to exercise these rights only in the event of my default on this or any other secured obligation, and to provide notice to me.

U.S. Bank, N.A. agrees to comply with your instructions for disposition of funds in my accounts without first obtaining my consent (other than the consent contained and expressed in this agreement).

I understand that U.S. Bank, N.A. is your affiliate.

Setoff: I also acknowledge that U.S. Bank, N.A. has a right of setoff in the event I owe money to U.S. Bank, N.A. This right of setoff, in the event of a conflict with the security interest granted here, will be subordinate to this security interest.

MONTHLY OUTSTANDING BALANCE INSURANCE PREMIUMS - This section applies to any transaction secured by (a) real estate, or (b) any personal property that is a dwelling, such as a mobile home.

The insurance premiums for credit life and credit disability insurance are calculated on the monthly outstanding balance method. This means that each month you multiply the loan principal balance by the monthly premium rate (which is a rate per \$100 of debt per month).

Each of the premiums quoted above for credit life and credit disability are the total of all the monthly premiums for the respective insurance, based on the assumed monthly principal balances. These assumed monthly principal balances assume that the interest rate will remain the same throughout the term of the transaction (which is not likely if this is a variable rate transaction), and that I will make all my payments in full and on time.

If the interest rate increases, and my periodic payment does not increase each month (as is normally how you schedule payments for variable rate transactions) then the amount I will pay for insurance I have bought from you will be more. Likewise, if the interest rate declines, or if I prepay, the amount for insurance will decline, as will the amount and length of coverage. In either case, this effect on premium is because the actual monthly principal balances will not be as assumed.

If I buy insurance from you for credit life or credit disability, the premiums are included in my periodic payments, and in the TOTAL OF PAYMENTS section. If I cancel the insurance before the scheduled maturity date, my periodic payment

amounts will remain as originally scheduled. This means that more of my payment will be available for the principal than otherwise would be true, and the number of payments, or the amount of my final payment, will be less than it otherwise would be. (See the paragraph titled PAYMENTS above.)

OBLIGATIONS INDEPENDENT - This paragraph applies if there are multiple parties (for example, a maker and a guarantor or co-maker) who are obligated to pay this loan. We understand that the obligation of each of us to pay this loan is independent of the obligation of the others to pay this loan. You may, without notice, release or give up any right you may have, extend new credit, renew or change this obligation, as to any of us, without affecting the obligation of any others (until this loan is paid in full).

You may fail to perfect your security interest in, impair, or release any security and I (we) will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a Purchase Money Loan, you may include the name of the seller on the check or draft for this loan.

NAME AND LOCATION - My name and address indicated on page 1 are my exact legal name and my principal residence. I will provide you with at least 30 days' notice prior to changing my name or principal residence.

SKIP PAYMENTS - From time to time, you may offer me the chance to skip a payment on this loan. If I choose to accept this offer, I agree to pay a fee up to \$50.00, and the term of this loan will be extended one month.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications).

It also secures any other debt I have with you now or later. Property described in this security agreement will not, however, secure other such debts if:

(1) the Property is my principal dwelling;

(2) this security interest is in household goods and the other debt is a consumer loan; or,

(3) this Property is described in Wis. St. § 422.417(3).

This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

(a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan; and

(b) Payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan of which the proceeds, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - The word "Property," as used here, includes all property that is listed in the security agreement on page 1. If a general description is used, the word "Property" includes all my property fitting the general description. Property also means all benefits that arise from the described Property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means property that now or later is attached to, is a part of, or results from the Property, and all supporting obligations. "Proceeds" includes anything acquired on the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising out of the Property; and any collections and distributions on account of the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property. I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

If the Property is a motor vehicle, I represent that it is not a vehicle seized pursuant to any federal, state or local forfeiture law.

INSURANCE - I agree to buy the insurance coverages required on page 2 covering the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. If there is an insured loss, you may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amounts I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in the appropriate state. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

COLLATERAL PROTECTION INSURANCE - Unless I provide you with evidence of the insurance coverage required by my agreement with you, you may purchase insurance at my expense to protect your interests in my collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later cancel any insurance purchased by you, but only after providing you with evidence that I have obtained insurance as required by our agreement. If you purchase insurance for the collateral, I will be responsible for the costs of that insurance, including interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own. I agree that the cost of such insurance will be due immediately.

FILING - I authorize you to file a financing statement covering the Property. I agree to comply with and facilitate your requests in connection with obtaining possession of or control over the Property until this security agreement is terminated. A copy of this security agreement may be used as a financing statement when allowed by law.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note portion of this document and subject to any of the limitations in the RIGHT TO CURE paragraph, you may (after giving notice and waiting a period of time, if required by law):

(a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you pay to this loan and accrue interest on that amount at the interest rate(s) in effect from time to time, on this note until paid in full;

(b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;

(c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, as required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and

(d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I agree to inform you in writing of any change in my address.

ASSUMPTIONS - This security agreement and any loan it secures cannot be assumed by someone buying the Property from me. This will be true unless you agree in writing to the contrary. Without such an agreement, if I try to transfer any interest in the Property, I will be in default on all obligations that are secured by this security agreement.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this note or security agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME

X

NOTICE TO COSIGNER

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

(page 4 of 5)

AUTOMATIC WITHDRAWAL:

I DO DO NOT want Automatic Withdrawal.

By signing below I authorize you to automatically withdraw my regular payment from my transaction account listed below on each payment date.

Account number for automatic payment:

[Handwritten Signature] x _____

ACH CANCELLATION FEE: I agree that if I arrange for automatic payments on this loan, either on this form or otherwise, and if my automatic payments are stopped for any reason not your fault, I agree to pay you an ACH cancellation fee of \$ 50.00. I understand that automatic payments stop, and must be re-contracted for, if, for example, I close my account (without arranging for automatic payment from another account), there is insufficient funds in the account, or I stop payment on an automatic payment.

This note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this note may, on behalf of the maker of this note, create a microfilm or optical disk or other electronic image of this note that is an authoritative copy as defined in such law. The holder of this note may store the authoritative copy of such note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

SIGNATURES - I agree to the terms set out on pages 1 thru 5 of this agreement. I have received a copy of this document on today's date.

Cosigners - see notice above before signing.

In this notice, "you" refers to the borrowers.

NOTICE TO BORROWER:

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL PAGES
- (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REDUCTION OF THE FINANCE CHARGE.

Signature *[Handwritten Signature]* Date 3/10/05

Signature _____ Date _____

Signature _____ Date _____

Loan number: _____

AUTHENTICATION BY U.S. BANK, N.A.:

U.S. Bank, N.A. affiliate of and agent for the lender on this loan, acknowledges and agrees to the control agreement contained in the Security Interest in deposit accounts, and the subordination of its right of setoff to this security interest if and to the extent of a conflict. This is intended as an authentication. U.S. BANK N.A.

FOR WISCONSIN RESIDENTS ONLY

Marital purpose. If checked, the obligation evidenced by this note and any agreement securing this note is incurred in the interest of my marriage or family.

Management and Control. If checked, I can act alone to assign, create a security interest in, mortgage, or otherwise encumber any property securing this note.

X _____
Nonsigning Spouse. The undersigned is married to the borrower signing this note and waives any notice of this extension of credit.

X _____

1762063

SHEBOYGAN COUNTY, WI
RECORDED ON

04/08/2005 02:32PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 23.00
TRANSFER FEE:

STAFF ID 9
TRANS # 59906

OF PAGES: 7

Return Address:
First American Equity Loan Services, Inc.
1228 Euclid Avenue, 4th Floor
Cleveland, OH 44115

FACT Order # [REDACTED]
ALS #: [REDACTED]

Parcel Number: 59281-402590

MORTGAGE
(With Future Advance Clause)

- Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

State of Wisconsin

Space Above This Line For Recording Data

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is 03/10/2005 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: KATHLEEN A BENDER - *unmarried*

LENDER: U.S. Bank, National Association N.D.
4325 17th Avenue S.W.
Fargo, ND 58103

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

The real estate mortgage herein is described in Exhibit "A" which is attached hereto and hereby incorporated herein by reference.

The property is located in SHEBOYGAN at 1423 BROADWAY AVE
(County)
SHEBOYGAN Wisconsin 53081
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

EXHIBIT B

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 62,400.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not the purpose of the future advances or future obligations is related to the purpose of the Secured Debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. § 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released. If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Security Instrument. If Mortgagor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument regarding preserving or insuring the Property, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in the Property, and after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value. If there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, after sending Mortgagor a written notice of the right to cure and waiting 15 days, if applicable. Lender's actions under this section may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this covenant, Lender does not have to do so, nor does it preclude Lender from exercising any other of Lender's rights under the law or this Security Instrument. Any amount paid by Lender to protect Lender's security interest, in accordance with the terms of this Security Instrument, shall be secured by this Security Instrument. These sums will be due on demand and will accrue interest at the highest rate in effect from time to time on the Secured Debt from the date of payment until paid in full.
12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all referred to as "Property"): all existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as "Leases"); and rents, issues and profits (all referred to as "Rents"). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided with this Assignment, and all future Leases and any other information with respect to future Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.
13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time share estate or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium, time share estate or planned unit development.
14. **DEFAULT.** Mortgagor will be in default if any of the following occur with regard to the Secured Debt which is secured by this Security Instrument: (1) with respect to a transaction other than one pursuant to an open-end plan, (a) if the interval between scheduled payments is 2 months or less, to have an outstanding amount exceeding one full payment which has remained unpaid for more than 10 days after the scheduled or deferred due dates, or the failure to pay the first payment or the last payment, within 40 days of its scheduled or deferred due date, (b) if the interval between scheduled payments is more than 2 months, to have all or any part of one scheduled payment unpaid for more than 60 days after its scheduled or deferred due date, (c) if the transaction is scheduled to be repaid in a single payment, to have all or any part of the payment unpaid for more than 40 days after its scheduled or deferred due date; (2) with respect to a transaction pursuant to an open end plan, failure to pay when due on 2 occasions within any 12-month period; or (3) if any other condition in this Security Instrument is violated, and such breach materially impairs the condition, value or protection of or Lender's right in the Property, or materially impairs Mortgagor's ability to pay amounts due.

15. **NOTICE OF DEFAULT AND RIGHT TO CURE.** Where required by law, Lender will send Mortgagor written notice of default and right to cure. The notice shall specify (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 15 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and the sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and sale. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
16. **ACCELERATION.** If the breach is not cured on or before the date specified in the notice of default, Lender, at Lender's option, may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and other remedies permitted by applicable law.
17. **DEFAULT CHARGES AND ATTORNEYS' FEES.** Lender shall be entitled to collect all statutory collection expenses incurred in the disposition of the Property and such other charges as are specifically authorized by Wis. Stat. Ch. 421 to 427, or if the Property is secured by a first lien real estate mortgage or its equivalent security interest as defined in Wis. Stat. Ch. 428, those expenses authorized by that chapter, including attorneys' fees, to the extent permitted. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. After Mortgagor has paid all sums secured by this Security Instrument, and Lender has terminated any commitments for future advances, Lender shall release this Security Instrument without charge to Mortgagor. Mortgagor agrees to pay for any recordation costs of such release.
18. **POWER OF SALE.** If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Mortgagor and to the other persons prescribed by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all statutory collection expenses as described in section 17 above; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the clerk of the Circuit Court of the County in which the sale is held.
19. **MORTGAGOR'S RIGHT TO REINSTATE.** The Mortgagor may redeem the Property at any time before the sale by paying the following: (a) the amount of the judgment, with interest and statutory collection expenses as described in section 17 above; (b) any statutory collection expenses incurred after the judgment; and (c) any taxes paid by the Lender after the judgment, with interest from the date of payment. The rate of interest paid will be the same rate of interest as found in the Secured Debt.
20. **FORECLOSURE WITHOUT DEFICIENCY.** If this Property is a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.101, as amended, permitting Lender to waive its right to a judgment for a deficiency on real estate of 20 acres or less, and to hold a sale of the Property six months after the foreclosure judgment is entered. If this Property is not a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. § 846.103, as amended, permitting Lender to waive its right to a judgment for a deficiency, and to hold a sale of the Property three months after a foreclosure judgment is entered. Regardless of terms to the contrary, if Mortgagor abandons the Property, then the sale of the Property shall be after two months from the date a foreclosure judgment is entered.
21. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state of Wisconsin and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.
- Mortgagor represents, warrants and agrees that:
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

22. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
23. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the secured debt(s). The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument, after sending Mortgagor written notice and allowing Mortgagor a reasonable opportunity for performance, when legally required. Notice is not required for an agricultural transaction where the collateral is perishable and threatens to decline speedily in value. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
24. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
25. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
26. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
27. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the state of Wisconsin, except that repossession will be governed, to the extent permitted by Wis. Stat. § 421.201(5), as amended, by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed from the remaining provisions to the extent not prohibited by the Wisconsin Consumer Act and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
28. **NOTICE.** Any statutorily required notice may be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to the last address furnished to Lender by Mortgagor. Such a notice may be sent to only one address if all parties reside at that address and the notice is addressed to each party or, if required by Wis. Banking Rule 80.37, any party who resides at a different address shall be sent a separate notice.
29. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
30. **MORTGAGOR'S COPY.** Mortgagor shall be furnished an exact copy of the Note and of this Security Instrument at the time of execution.

31. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until Lender has terminated all commitments for future advances.
- Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Additional Terms.

FOR WISCONSIN RESIDENTS ONLY:

The Secured Debt is incurred in the interest of the undersigned Mortgagors' marriage or family.

KA [Seal] [Seal]
 (Signature) KATHLEEN A BENDER (Date) (Signature) (Date)

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

NOTICE TO CUSTOMER

- (a) DO NOT SIGN THIS IF IT CONTAINS BLANK SPACES.
- (b) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (c) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED A PARTIAL REFUND OF THE FINANCE CHARGE.

Kathleen Bender 3/1/05 [Seal] [Seal]
 (Signature) KATHLEEN A BENDER (Date) (Signature) (Date)

..... [Seal] [Seal]
 (Signature) (Date) (Signature) (Date)

..... [Seal] [Seal]
 (Signature) (Date) (Signature) (Date)

ACKNOWLEDGMENT: *Wisconsin* STATE OF COUNTY OF *Shelby* ss.
 This instrument was acknowledged before me this *10th* day of *March*, 2005
 by *KATHLEEN A BENDER*

My commission expires: *3-9-08* [Seal]
AMANDA FUHRMAN (Notary Public)

This instrument was drafted by *Diane Della* of First American Equity Loan Services, Inc. (name)
 1228 Euclid Avenue, 4th Floor
 Cleveland, OH 44115

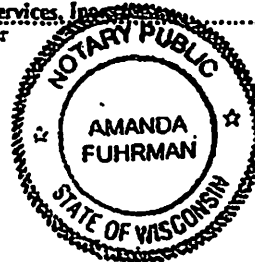


EXHIBIT B

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF WISCONSIN, COUNTY OF SHEBOYGAN, WITH A STREET LOCATION ADDRESS OF 1423 BROADWAY AVE; SHEBOYGAN, WI 53081-5710 CURRENTLY OWNED BY KATHLEEN A BENDER HAVING A TAX IDENTIFICATION NUMBER OF 59281-402590 AND FURTHER DESCRIBED AS ASSESSMENT SUBD NO 18 LOT 2 BLK 11.




1423 BROADWAY AVE; SHEBOYGAN, WI 53081-5710


EXHIBIT B

II

R. O. No. - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting a Subrogation Claim Notice from Allstate Property and Casualty Insurance Company regarding their insured Cecelia Mondloch.

Finance

City Clerk



Allstate
You're in good hands.

Roanoke National Subrogation Claim Cntr
PO BOX 21169
ROANOKE VA 24018



CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 530814442

December 12, 2016

CLAIM NUMBER: 0431693787 F3U
DATE OF LOSS: October 08, 2016
OUR INSURED: CECELIA MONDLOCH
YOUR FILE NUMBER:
YOUR INSURED:
ADDRESS:

PHONE NUMBER: 800-776-2615
FAX NUMBER: 540-725-6191
OFFICE HOURS: Mon - Fri 7:30 am - 6:00 pm

CITY STATE ZIP: , ,
LOSS LOCATION: NEW JERSEY AVE, SHEBOYGAN, , WI
AMOUNT OF LOSS: \$5,493.11

Re: Subrogation Claim Notice

Dear CITY OF SHEBOYGAN,

Our investigation indicates your insured was responsible for the loss referenced above.

Please accept this letter as notice of our subrogation claim. Enclosed, you will find copies of the supporting documents for which we are seeking reimbursement. To assist you in your review, the following is a breakdown of our subrogation demand:

Auto Damage (Company Paid):	\$4,893.11
Rental:	\$
Towing:	\$
Other:	\$
Deductible (Customer Paid):	\$600.00
Salvage Recovery:	\$
Insured Out of Pocket (please send directly to our Insured):	\$

Please forward your payment with our claim number to:

**Allstate Payment Processing Center
P.O. BOX 650271
Dallas, TX 75265 0271**

0431693787 F3U

Be advised that any amounts received from you for less than the amount demanded will be considered an undisputed partial payment amount only, and we retain the right to pursue full payment.

We ask that you direct any future correspondence to the address listed at the top of this letter. Thank you.

Sincerely,

SHEILA DENNIS

SHEILA DENNIS
800-776-2615 Ext. 7257004
Allstate Property and Casualty Insurance Company

DATE RECEIVED 12-15-16

RECEIVED BY MMD

CLAIM NO. 20-16

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: Allstate Insurance aso Cecelia Mondloch clm 0431693787
2. Home address of Claimant: P O Box 21169 Roanoke, VA 24018
3. Home phone number: 540-725-7004 800-776-2615 ext 7257004
4. Business address and phone number of Claimant: see above
5. When did damage or injury occur? (date, time of day) 10/8/2016 2:30 PM
6. Where did damage or injury occur? (give full description) 2026 New Jersey Ave

7. How did damage or injury occur? (give full description) Your driver was moving debris And material in recycling lot and backed into our insured vehicle.

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: Ricky J VanDervaart
 - (b) Claimant's statement of the basis of such liability: NA
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: na

 - (b) Claimant's statement of basis for such liability: You driver failed to maintain Proper lookout
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").

Property damage to insured 2015 Nissan Rogue

11. Name and address of any other person injured: na

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

Auto: \$ 5493.11

Property: \$ na

Personal injury: \$ na

Other: (Specify below) \$ na

TOTAL \$5493.11

Damaged vehicle (if applicable)

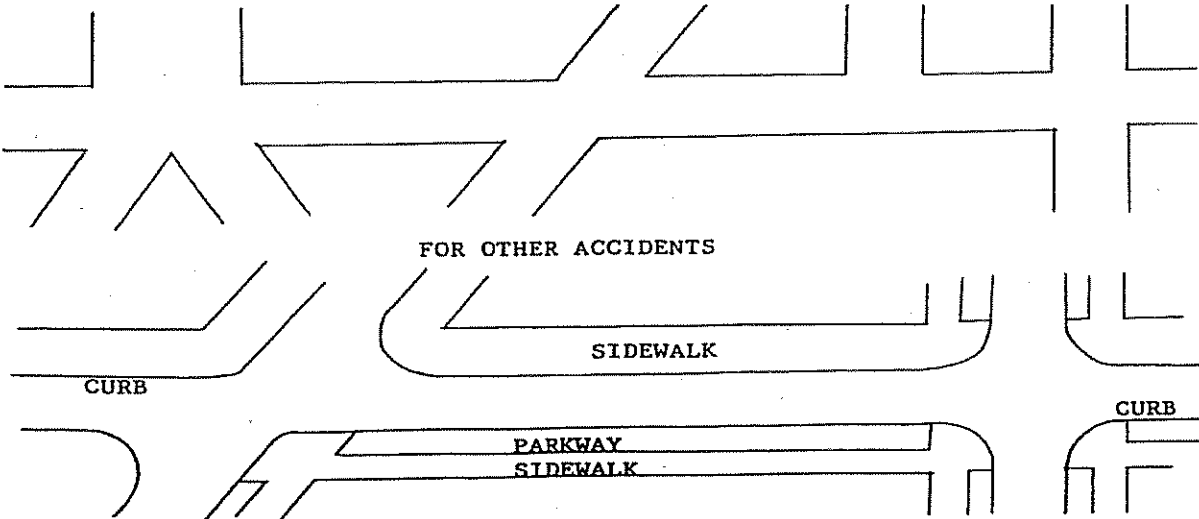
Make: Nissan Model: Rogue Year: 2015 Mileage: see photo

Names and addresses of witnesses, doctors and hospitals:

na

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

Sheila Dennis / Allstate

DATE

12-12-16

DATE RECEIVED 12-15-16

RECEIVED BY JMD.

CLAIM NO. 20-16.

CLAIM

Claimant's Name: _____

Auto \$ _____

Claimant's Address: _____

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ _____

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

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

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

SIGNED _____ DATE: _____

ADDRESS: _____

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

POLICE # C16-19521
 ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number P0X7FT5		Document Override Number	
Agency Accident Number				Police Number C16-19521					
4 - Accident Date 10/08/2016		5 - Time of Accident (Military Time) 1450		6 - Total Units 2		7 - Total Injured 0		8 - Total Killed 0	
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, CITY				11 - Accident Location PRIVATE-PROPERTY			
14 - On Hwy No.		14 - On Street Name PRIVATE PROPERTY			14 - Bus/Frn/Rmp		15 - Est. Dist	F/WI	15 - Hwy. Dir
16 - Fr/At Hwy No.		16 - From/At Street Name NEW JERSEY AVE			16 - Business/Frontage/Ramp				
17 - Structure Type H		17 - Structure Number 2026		12 - Latitude 43.746791			13 - Longitude -87.732059		
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT				93 - Manner of Collision REAR-TO-REAR					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type BLACKTOP (BITMINOUS) - 2			
115 - Traffic Way PARKING-LOT-OR-PRIVATE-PROPERTY									
117 - Relation To Roadway PARKING-LOT-OR-PRIVATE-PROPERTY									
114 - Light Condition DAYLIGHT			116 - Road Surface Condition DRY			118 - Weather CLEAR			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
<input type="checkbox"/> Supplemental Reports		<input type="checkbox"/> Witness Statements			<input type="checkbox"/> Measurements Taken		79 - E M S Number		

OPERATOR/PEDESTRIAN 01

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT			23 - Dir Of Travel EAST		24 - Speed Limit N/A	
36 - Operating as Classified D		37 - Endorsements			<input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number M5341013872408		30 - State WI	31 - Expiration Year 2021	34 - On Duty Accident				
25 - Operator/Pedestrian Last Name MONDLOCH			25 - First Name CECELIA		25 - Middle Initial ANGELA		25 - Suffix	
32 - Date Of Birth 06/24/1938		33 - Sex F						
25 - Address Street & Number 2546 CROSS CREEK DR # C						26 - PO Box		
27 - City SHEBOYGAN		27 - State WI	27 - Zip Code 53081		28 - Telephone Number 920-458-7298			
39 - Seat Position FRONT-SEAT-LEFT				40 - Safety Equipment RESTRAINT-USE-UNKNOWN				
38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED		<input type="checkbox"/> Medical Transport		
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action				
119 - What Driver Was Doing BACKING-MANEUVER			120 - Traffic Control NO-CONTROL			62 - No. of Citations Issued 0		
64 - 1st Statute No.		64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.
122 - Driver Factors NOT-APPLICABLE								
88 - Driver or Pedestrian Cond APPEARED NORMAL			89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT					
90 - Alcohol Test TEST NOT GIVEN			90 - Alcohol Content			91 - Drug Test TEST-NOT-GIVEN		

91 - Drugs Reported
124 - Highway Factors VISIBILITY-OBSCURED

Vehicle

VEHICLE 01	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 1
	56 - License Plate Number 943WPS		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2017	65 - Vehicle Identification Number JN8AS5MV9FW754395
	50 - Year 2015	51 - Make NISS	52 - Model ROGUE SELE	53 - Body Style LL	54 - Color GRY	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage MIDDLE DRIVER SIDE, REAR DRIVER SIDE					
	95 - Extent Of Damage MODERATE		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name MONDLOCH		46 - First Name CECELIA	46 - Middle Initial ANGELA	46 - Suffix	Date Of Birth 06/24/1938
	46 - Company Name					
	47 - Address Street & Number 2546 CROSS CREEK DR # C			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number 920-458-7298	

Insurance

INS 01	63 - Liability Insurance Company ALLSTATE		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name MONDLOCH		61 - Policy Holder First Name CECELIA		
	61 - Policy Holder Company				

School Bus

BUS 01	Bus Traveling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With:			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel NORTH	24 - Speed Limit N/A
36 - Operating as Classified O		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number V5367306110708		30 - State WI	31 - Expiration Year 2018	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name VAN DER VAART		25 - First Name RICKY		25 - Middle Initial J	25 - Suffix
32 - Date Of Birth 03/27/1961		33 - Sex M			
28 - Address Street & Number 6666 S 12TH ST				26 - PO Box	

OPERATOR/PEDESTRIAN 02	27 - City SHEBOYGAN		27 - State WI	27 - Zip Code 53081	28 - Telephone Number 920-889-6666	
	39 - Seat Position FRONT-SEAT-MIDDLE			40 - Safety Equipment RESTRAINT-USE-UNKNOWN		
	38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NOT APPLICABLE		42 - Ejected NOT-EJECTED	
	44 <input type="checkbox"/> Medical Transport					
	43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing BACKING-MANEUVER			120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors NOT-APPLICABLE					
	88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
	90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN	
91 - Drugs Reported						
124 - Highway Factors VISIBILITY-OBSCURED						

Vehicle

VEHICLE 02	21 - Unit Type EQUIPMENT		Vehicle Type OTHER-WORKING-MACHINE			22 - Total Occupants 1
	56 - License Plate Number		57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number DW624KZ627239
	50 - Year	51 - Make DEER	52 - Model 624K	53 - Body Style LD	54 - Color YEL	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage REAR					
	95 - Extent Of Damage VERY-MINOR		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name		46 - Middle Initial	46 - Suffix
	Date Of Birth					
	46 - Company Name CITY OF SHEBOYGAN					
	47 - Address Street & Number 2026 NRE JERSEY AVE				47 - PO Box	
48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081		49 - Telephone Number 920-459-3440	

Insurance

INS 02	63 - Liability Insurance Company NOT REQUIRED				60 <input type="checkbox"/> Policy Holder Same As Owner	
	61 - Policy Holder Last Name			61 - Policy Holder First Name		
	61 - Policy Holder Company					

School Bus

BUS 02	<input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY
	<p>UNITS 1 AND 2 WERE BOTH IN THE RECYCLING LOT/DROP OFF AREA AT 2026 NEW JERSEY AVE. UNIT 1 HAD PULLED IN AND UNLOADED, AND BEGAN BACKING OUT OF AREA. OPERATOR HAS SAID THEY CHECKED AND DID NOT SEE ANOTHER VEHICLE BEHIND THEM. UNIT 2, A LOADER, WAS MOVING DEBRIS AND MATERIAL, AND ALSO BEGAN BACKING, AND ALSO SAID THEY CHECKED, NOTHING SEEN BEHIND THEM, AND BEGAN TO BACK UP. BOTH THEN SAW ONE ANOTHER, AND NEITHER WAS ABLE TO AVOID THE CONTACT, AND UNIT 1 AND 2 HAD STRUCK. AREA'S VIEWS WERE OBSTRUCTED BY DEBRIS PILED HIGH, AND UNIT 2 SAID HE ALSO HAD ON A YELLOW FLASHING LIGHT. IT IS LIKELY NEITHER HAD A CLEAR VIEW OF EACH OTHER. PHOTO'S TAKEN 265</p>

Officer Information

OFFICER INFORMATION	125 - Officer Last Name HUIBREGTSE	125 - First Name KENT	125 - Middle Initial	131 - Officer ID C265K
	129 - Law Enforcement Agency No. 5961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			
	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number 920-459-3333
	132 - Date Notified 10/08/2016	133 - Time Notified (Military Time) 1451	134 - Time Arrived (Military Time) 1455	135 - Date Of Report 10/08/2016
	Agency Accident Number	Police Number C16-19521	19 - Special Study	
	18 - Agency Space			

Report Date: 12/12/2016

Payment Ledger

Policy Holder:	CECELIA MONDLOCH	Total Amount Paid	\$4,893.11
Participant:	CECELIA MONDLOCH	Medical Deductible:	\$0.00
Date of Loss:	10/08/2016	Co-payment Amount	\$0.00
Claim Number:	0431693787		

Payment/Credit Date	Payee/Payor	Check#	Amount
10/31/2016	VAN HORN HYUNDAI INC	12825	\$ 4,893.11

VAN HORN HYUNDAI

Workfile ID:

f7278e9c

3512 WILGUS AVE, SHEBOYGAN, WI 53081

Phone: (920) 457-3608

FAX: (920) 459-4126

Supplement of Record 1 with Summary

Customer: MONDLOCH, CECELIA

Job Number:

Written By: Chris Brunner, 10/28/2016 12:40:05 PM

Insured: MONDLOCH, CECELIA

Policy #: 000911318752

Claim #: 000431693787D01

Type of Loss: Collision

Date of Loss: 10/8/2016 12:00 PM

Days to Repair: 0

Point of Impact: 08 Left Qtr Post (Left Side)

Owner:

MONDLOCH, CECELIA
2546 CROSS CREEK DR APT C
SHEBOYGAN, WI 53081-7469
(920) 458-7298 Day

Inspection Location:

VAN HORN HYUNDAI
3512 WILGUS AVE
SHEBOYGAN, WI 53081
Repair Facility
(920) 457-3608 Business

Insurance Company:

ALLSTATE PROPERTY & CASUALTY
CHICAGOLAND AUTO MCO
SCHAUMBURG

VEHICLE

2015 NISS ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

VIN: JN8AS5MV9FW754395

Interior Color:

Mileage In: 7,571

Vehicle Out:

License: 943-WPS

Exterior Color: BEIGE

Mileage Out:

State:

Production Date: 1/2015

Condition:

Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Body Side Moldings

Tinted Glass

Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel

Rear Defogger

Keyless Entry

Alarm

Rear Window Wiper

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

SEATS

Cloth Seats

Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

Supplement of Record 1 with Summary

Customer: MONDLOCH, CECELIA

Job Number:

2015 NISS ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT DOOR					
2	R&I	LT Mirror assy w/o "Around View"				0.4	
3	S01 Repl	LT Handle, outside w/o Intelligent Key chrome	80640CA012	1	138.18	0.4	
4	* Repl	LKQ LT door assy +25%	H010A1VXMA	1	<u>750.00</u>	1.9	3.2
		Note: RHINE AUTO INNER SHELL IS COMPROMISED					
5		Add for Clear Coat					1.3
6	* R&I	LT Lower molding				<u>0.3</u>	
7	R&I	LT Belt w'strip				0.3	
8	R&I	LT Window regulator				0.5	
9	R&I	LT Door glass Nissan				0.6	
10	* R&I	LT Run w'strip				<u>0.3</u>	
11	R&I	LT R&I trim panel				0.5	
12	S01 Repl	LT Tape rear	80819JM01A	1	35.96	0.2	
13	S01 Repl	LT Tape upper	80817JM00A	1	24.40	0.2	
14		REAR DOOR					
15	* Repl	LKQ LT Belt w'strip	82821JM70A	1		<u>0.3</u>	
16	* Repl	LKQ LT door assy +25%	H210A1VKMA	1	<u>500.00</u>	1.7	3.2
		Note: RHINE AUTO					
17		Overlap Major Adj. Panel					-0.4
18		Add for Clear Coat					0.6
19	* R&I	LT Lower molding				<u>0.3</u>	
20	* Repl	LKQ LT Window regulator	82721JM00A	1		<u>0.5</u>	
21	R&I	LT Door glass Nissan w/o tinted				0.6	
22	* R&I	LT Run w'strip				<u>0.2</u>	
23	* Repl	LKQ LT Upper hinge	824012Y90A	1		<u>0.3</u>	<u>0.3</u>
24		Add for Clear Coat					0.1
25	* Repl	LKQ LT Lower hinge	824214P00A	1		<u>0.3</u>	<u>0.3</u>
26		Add for Clear Coat					0.1
27	* Repl	LKQ LT Handle, outside escutcheon chrome	80645JG01A	1			
28	S01 Repl	LT Tape upper	82819JM00A	1	23.09	0.2	
29	S01 Repl	LT Tape front	82817JM01A	1	23.71	0.2	
30	* S01 Repl	LT Tape rear #1	NOT USED	1	<u>23.09</u>	0.2	
31		QUARTER PANEL					
32	* Repl	LKQ LT quarter panel +25%	G81011VKMA	1	<u>437.50</u>	16.0	3.2
		Note: RHINE AUTO					
33		Overlap Major Adj. Panel					-0.4
34	* Repl	Add for Clear Coat					0.6
35	R&I	LT Quarter glass Nissan w/o tinted				1.4	
36		REAR BUMPER					

Supplement of Record 1 with Summary

Customer: MONDLOCH, CECELIA

Job Number:

2015 NISS ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

37		O/H rear bumper							1.5
38	R&I	Bumper cover w/o Krom model							Incl.
39	FENDER								
40	Blnd	LT Fender							0.9
41	REAR LAMPS								
42	R&I	LT Tail lamp assy							0.3
43	#	Rpr Cut, Drill used quarter panel							3.0
44	#	Rpr Rough Pull quarter panel							1.5
45	FRONT BUMPER								
46	R&I	R&I bumper cover							1.4
47	FRONT LAMPS								
48	R&I	LT Headlamp assy							0.3
49	#	HAZARDOUS WASTE		1	2.00				
50	#	CORRSION		1					0.2
51	LIFT GATE								
52	R&I	R&I liftgate assy							1.1
SUBTOTALS						1,957.93	37.1	13.0	

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,957.93
Body Labor	37.1 hrs @	\$ 56.00 /hr	2,077.60
Paint Labor	13.0 hrs @	\$ 56.00 /hr	728.00
Paint Supplies	13.0 hrs @	\$ 36.00 /hr	468.00
Subtotal			5,231.53
Sales Tax	\$ 5,231.53 @	5.0000 %	261.58
Grand Total			5,493.11
Deductible			600.00
CUSTOMER PAY			600.00
INSURANCE PAY			4,893.11

Supplement of Record 1 with Summary

Customer: MONDLOCH, CECELIA

Job Number:

2015 NISS ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Deleted Items							
5	*	Repl LKQ LT Handle, outside w/o Intelligent Key chrome	80640CA012	1		-0.4	
Added Items							
3	S01	Repl LT Handle, outside w/o Intelligent Key chrome	80640CA012	1	138.18	0.4	
12	S01	Repl LT Tape rear	80819JM01A	1	35.96	0.2	
13	S01	Repl LT Tape upper	80817JM00A	1	24.40	0.2	
28	S01	Repl LT Tape upper	82819JM00A	1	23.09	0.2	
29	S01	Repl LT Tape front	82817JM01A	1	23.71	0.2	
30	*	Repl LT Tape rear #1	NOT USED	1	<u>23.09</u>	0.2	
SUBTOTALS					268.43	1.0	0.0

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			268.43
Body Labor	1.0 hrs @	\$ 56.00 /hr	56.00
Subtotal			324.43
Sales Tax	\$ 324.43 @	5.0000 %	16.22
Total Supplement Amount			340.65
NET COST OF SUPPLEMENT			340.65

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	5,152.46	Chris Brunner
Supplement S01	340.65	Chris Brunner
Job Total:	\$ 5,493.11	
CUSTOMER PAY:	\$ 600.00	
INSURANCE PAY:	\$ 4,893.11	

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Supplement of Record 1 with Summary

Customer: MONDLOCH, CECELIA

Job Number:

2015 NISS ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARF3621, CCC Data Date 10/17/2016, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Supplement of Record 1 with Summary

Customer: MONDLOCH, CECELIA

Job Number:

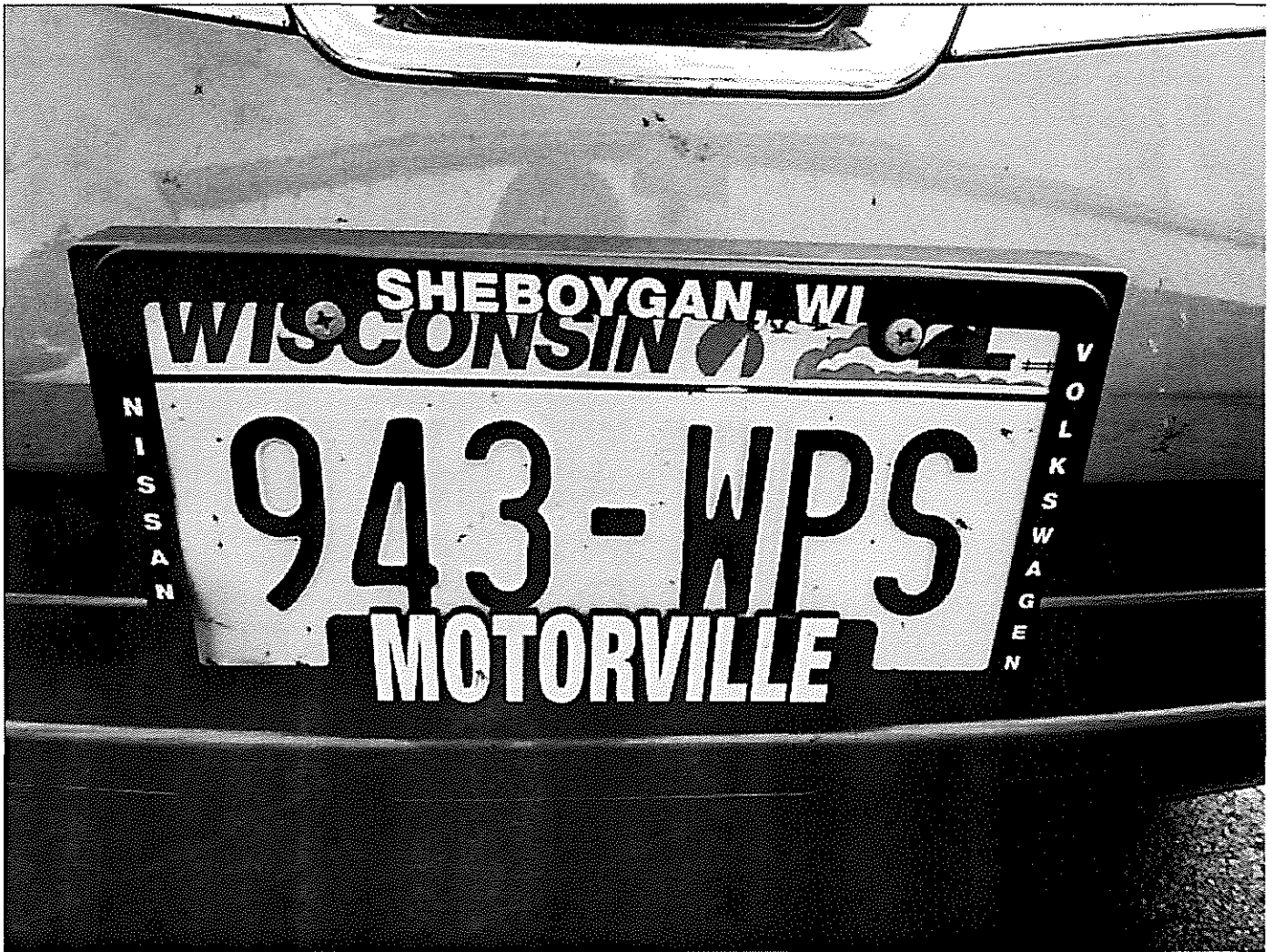
2015 NISS ROGUE SELECT 4X4 S 4D UTV 4-2.5L-FI BEIGE

IMPORTANT INFORMATION ABOUT THE NAMED INSURANCE COMPANY'S CHOICE OF PARTS POLICY.

THIS ESTIMATE MAY LIST PARTS FOR USE IN THE REPAIR OF YOUR VEHICLE THAT ARE MANUFACTURED BY A COMPANY OTHER THAN THE ORIGINAL MANUFACTURER OF YOUR VEHICLE. THESE PARTS ARE COMMONLY REFERRED TO AS AFTERMARKET PARTS OR COMPETITIVE PARTS, AND MAY INCLUDE COSMETIC OUTER BODY CRASH PARTS SUCH AS HOODS, FENDERS, BUMPER COVERS, ETC. THE INSURANCE COMPANY GUARANTEES THE FIT AND CORROSION RESISTANCE OF ANY AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT ARE LISTED ON THIS ESTIMATE AND ACTUALLY USED IN THE REPAIR OF YOUR VEHICLE FOR AS LONG AS YOU OWN IT. IF A PROBLEM DEVELOPS WITH THE FIT OR CORROSION RESISTANCE OF THESE PARTS, THEY WILL BE REPAIRED OR REPLACED AT THE INSURANCE COMPANY'S EXPENSE. THIS GUARANTEE IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART. HOWEVER, IF YOU CHOOSE NOT TO USE ONE OR MORE OF THE AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT MAY BE LISTED ON THIS ESTIMATE IN THE REPAIR OF YOUR VEHICLE, THE INSURANCE COMPANY WILL SPECIFY THE USE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, EITHER NEW OR RECYCLED AT THE INSURANCE COMPANY'S OPTION, AT NO ADDITIONAL COST TO YOU. THE INSURANCE COMPANY DOES NOT SEPARATELY GUARANTEE THE PERFORMANCE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS, AND MAKES NO REPRESENTATION ABOUT THE AVAILABILITY OF ANY MANUFACTURER'S GUARANTEE.







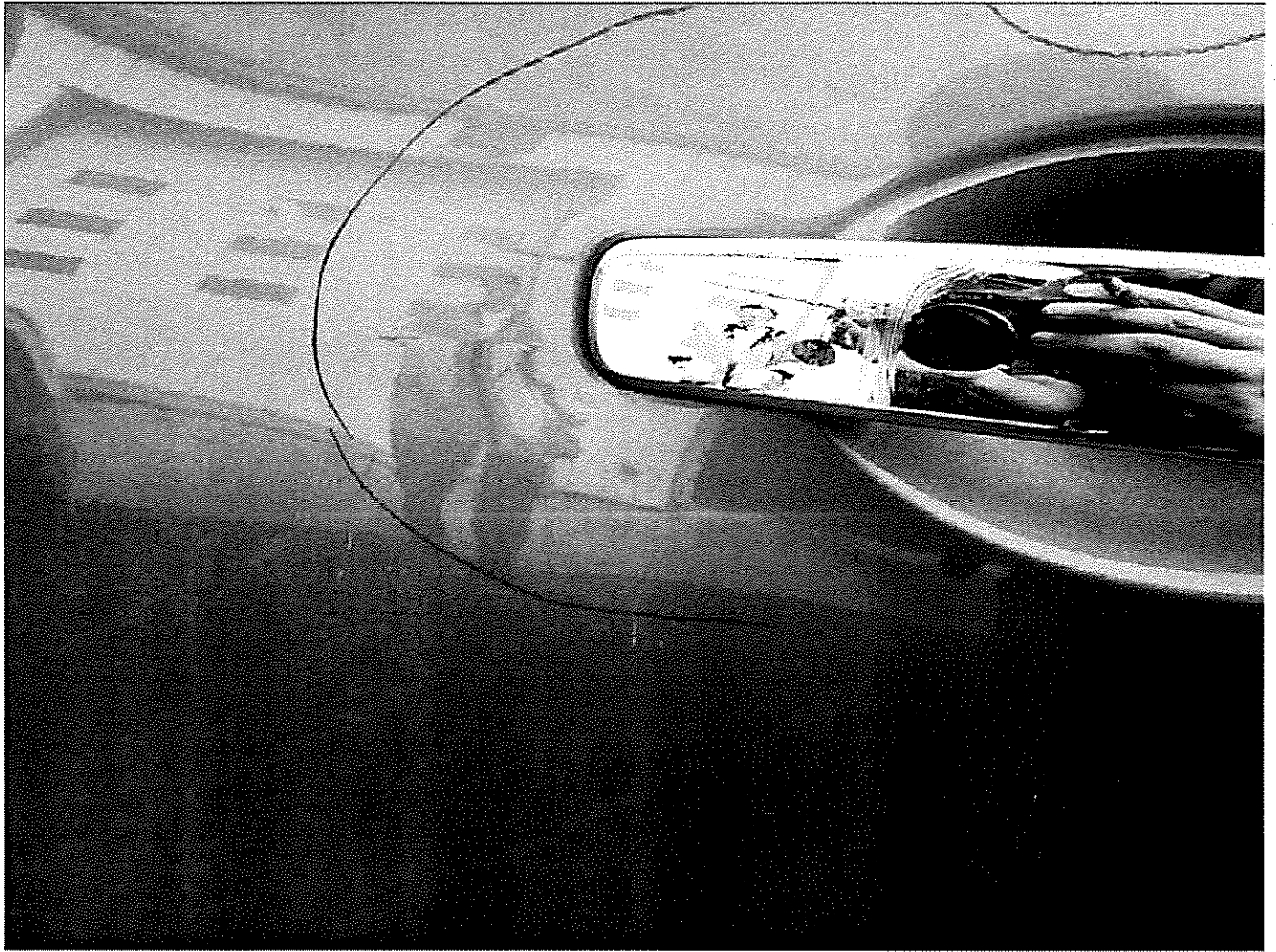
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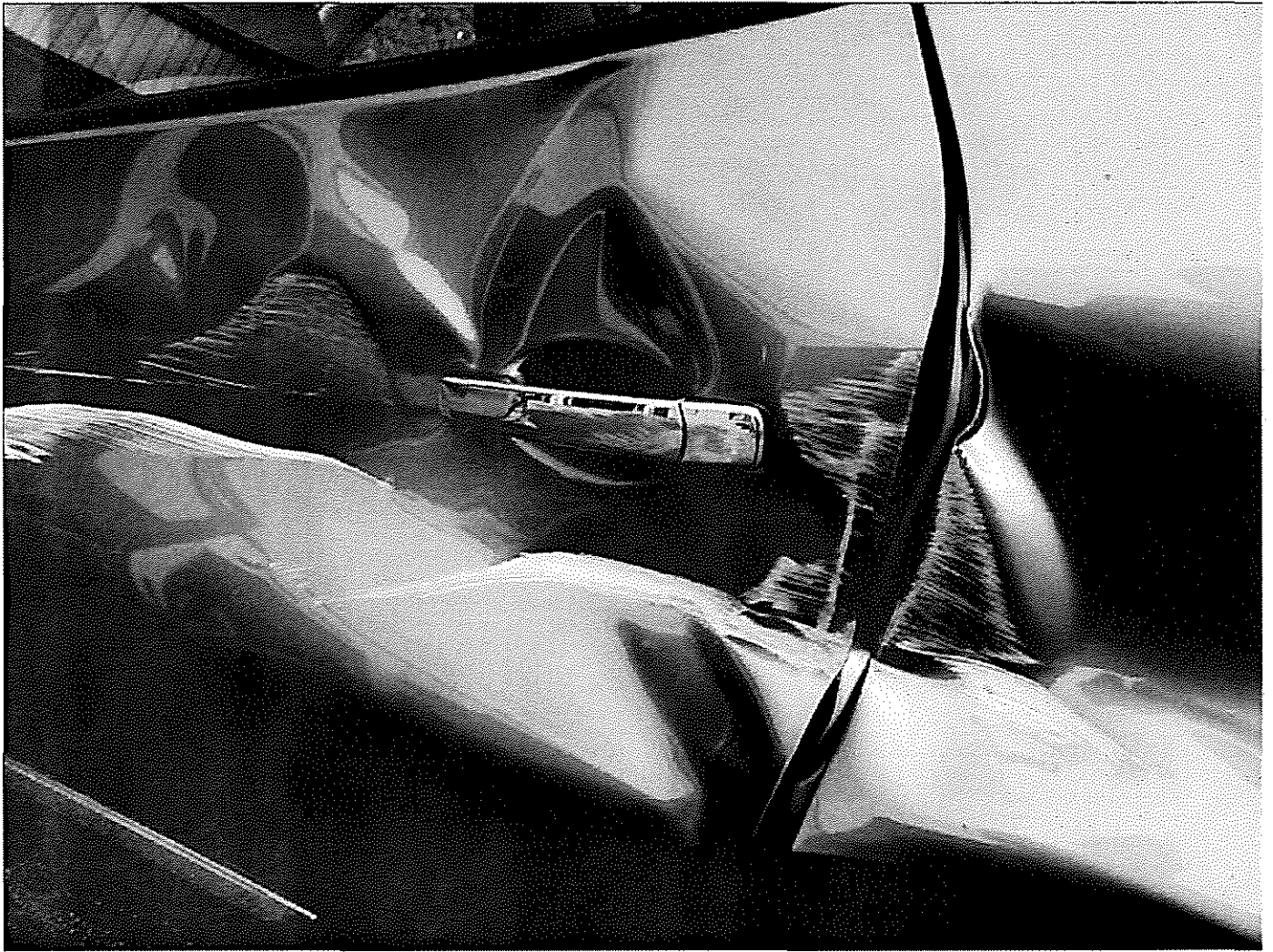
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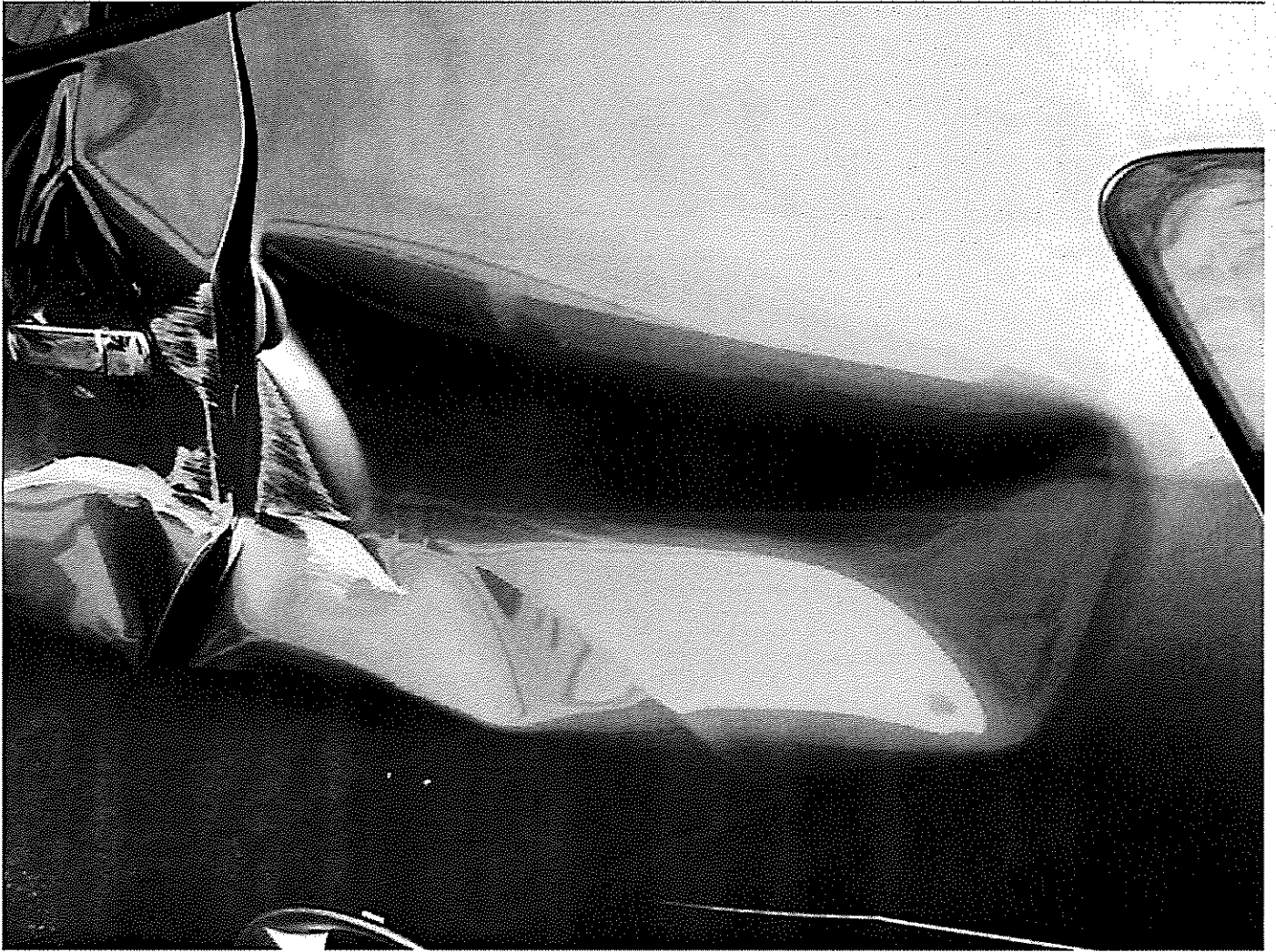
MOTORVILLE









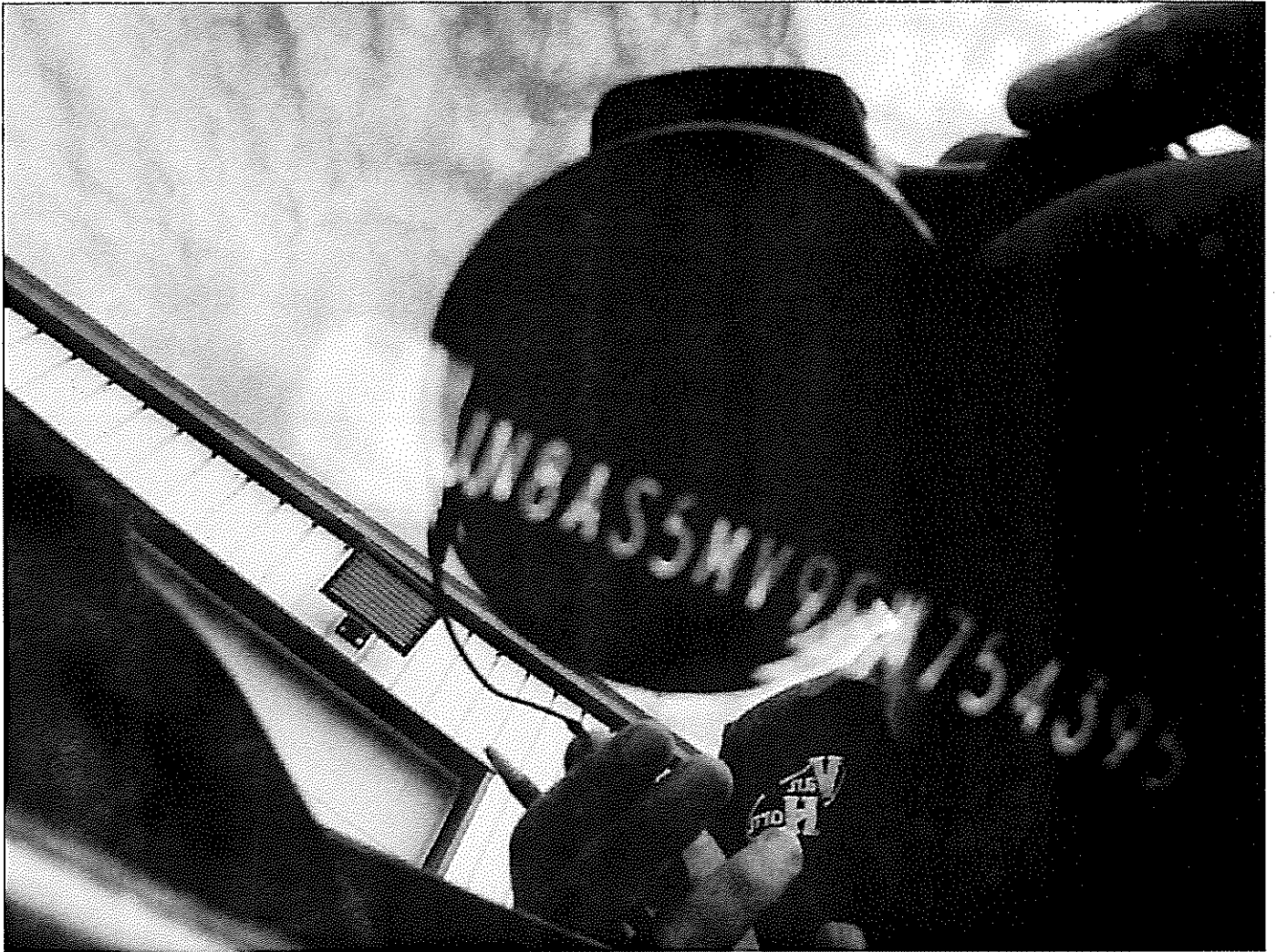


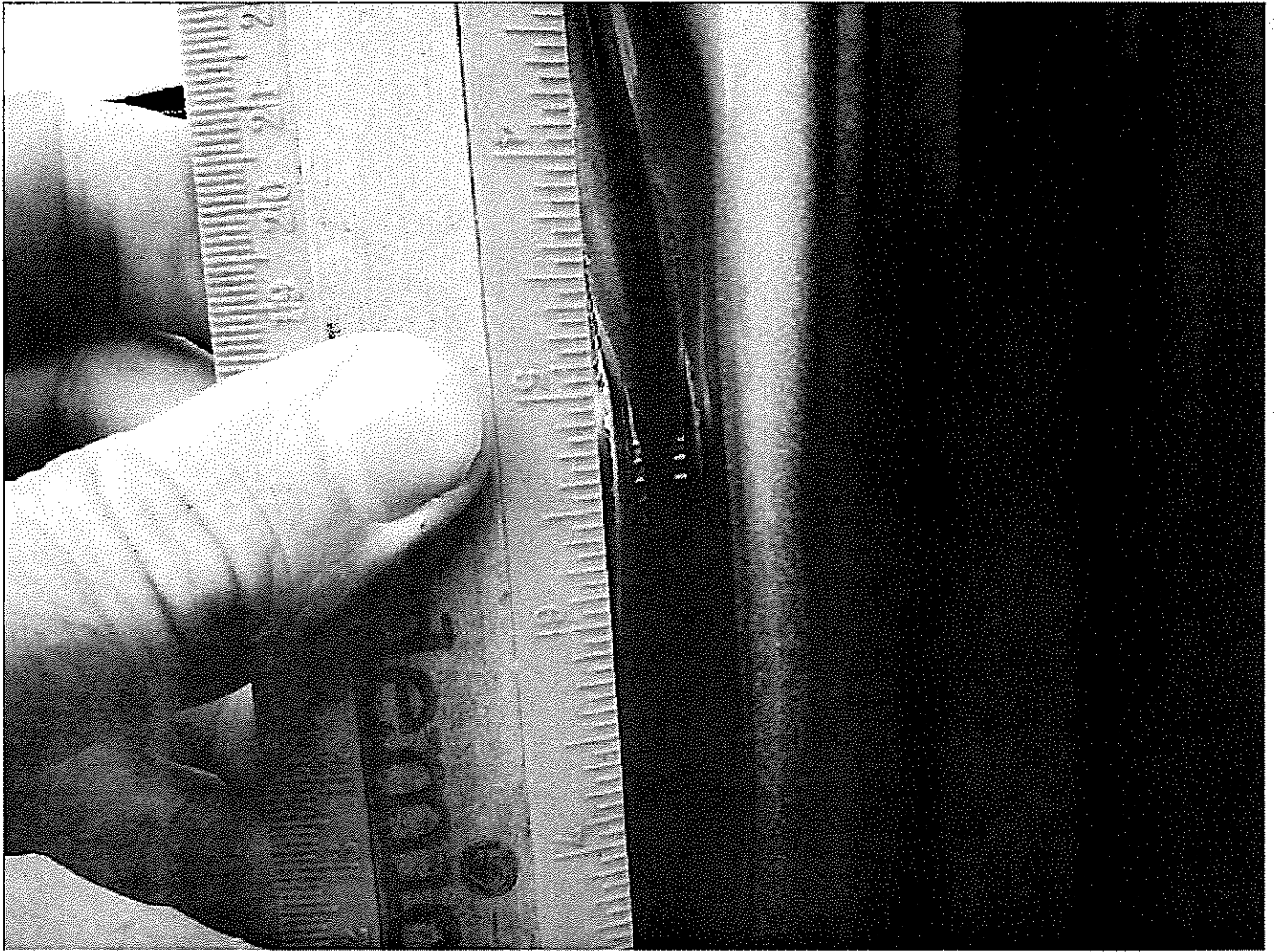




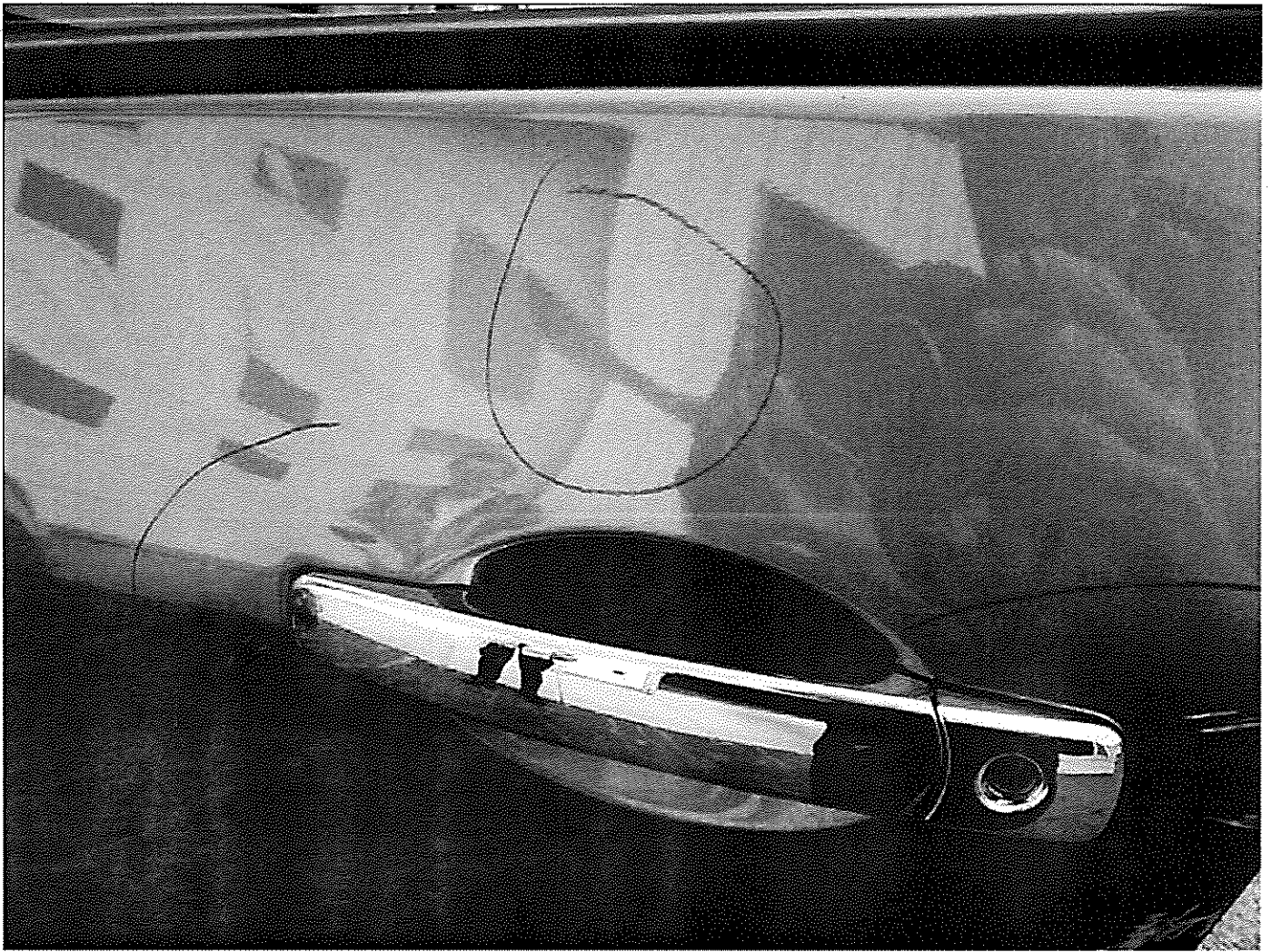






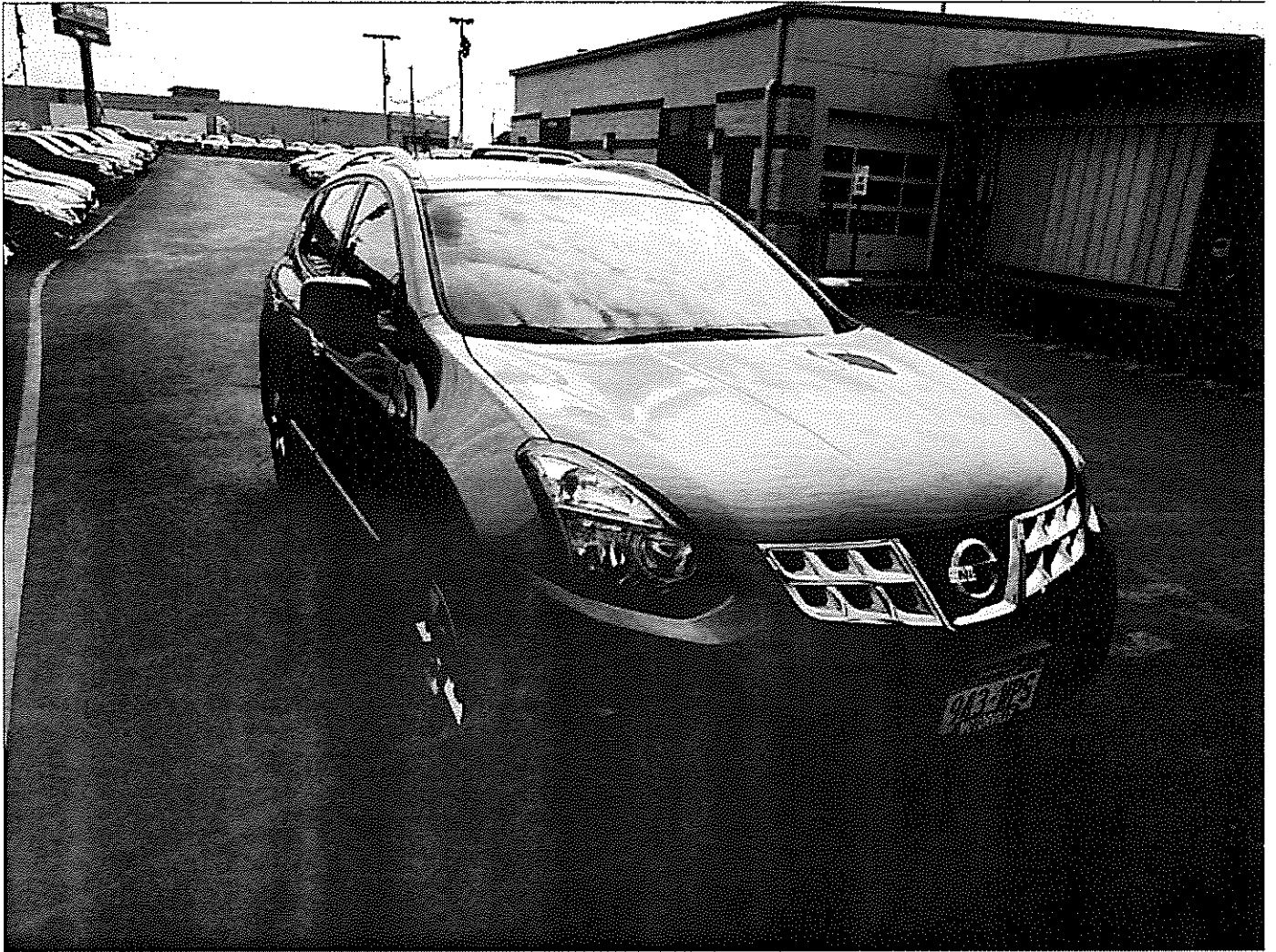




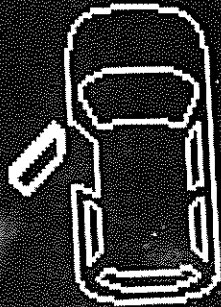








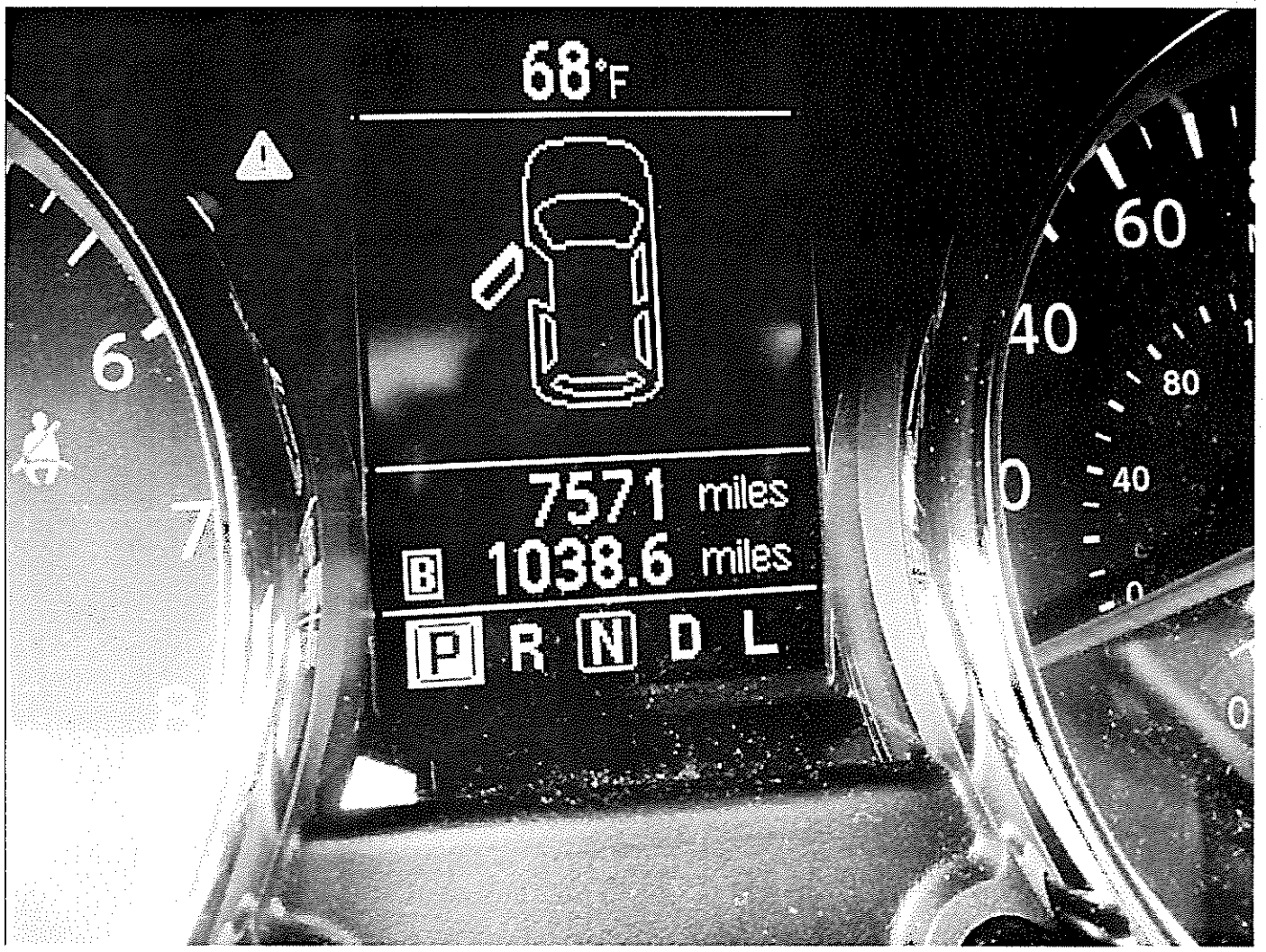
68°F



7571 miles

 1038.6 miles

P R N D L





II

R. O. No. - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting a claim from Timothy Quinn for alleged damages to his vehicle when a City garbage truck backed into his legally parked car.

Inance

City Clerk

December 13, 2016

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

Enclosed:

City of Sheboygan Notice of Damage or Injury Claim Form

Wisconsin Motor Vehicle Accident Report P0X9NHB

Damage Estimate: Dean's Auto Body Inc.

Damage Estimate: Dick Brantmeier Ford-Lincoln-Mercury

DATE RECEIVED 12-16-16

RECEIVED BY MMD

CLAIM NO. 21-16

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: Timothy Quinn
- 2. Home address of Claimant: 2227 Kohls Ct, Sheboygan, WI 53081
- 3. Home phone number: (920) 452-3941
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 11/08/2016 12:38 pm

6. Where did damage or injury occur? (give full description) Kohls Ct., City of Sheboygan, on roadway

7. How did damage or injury occur? (give full description) City of Sheboygan owned garbage truck 2013 PTRB vin#3BPZLSOX1DF176541 backed into legally parked 2008 Ford F150 vin#1FTPW14V98FA24833 owned by claimant. Police report indicates rear-end collision to claimant front bumper.

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 Damage to claimant vehicle is the front bumper and hood. (2 repair estimates included)

11. Name and address of any other person injured: NO INJURIES

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

Auto:	\$ <u>1,528.29</u>
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
TOTAL	\$ <u>1,528.29</u>

Damaged vehicle (if applicable)

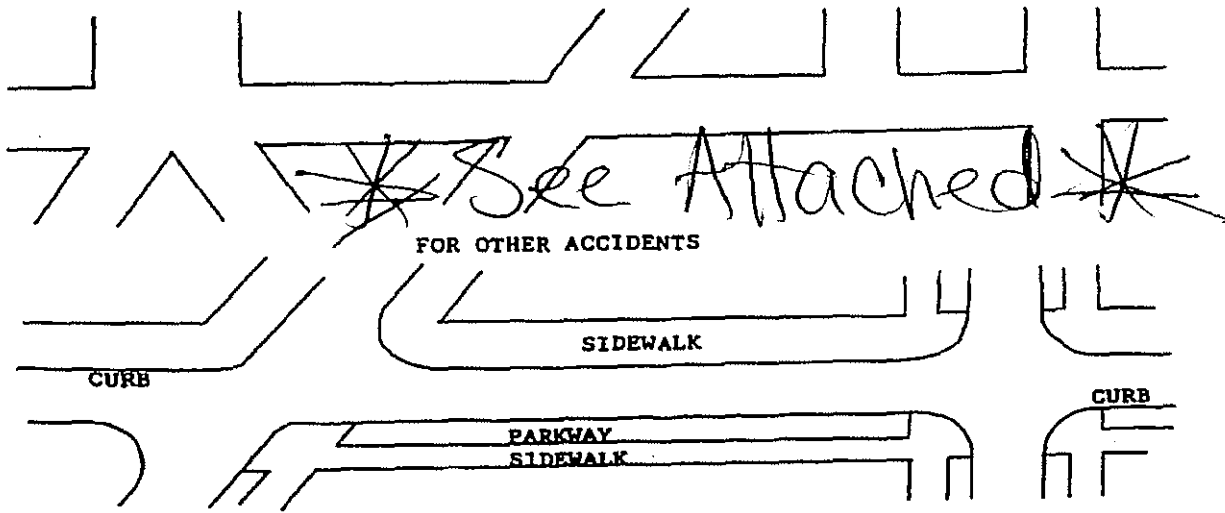
Make: Ford Model: F150 Year: 2008 Mileage: 91,000

Names and addresses of witnesses, doctors and hospitals:
Sheboygan Police Dept. Officer Tim McMullen C229T
1315 N 23rd, Sheboygan WI 53081

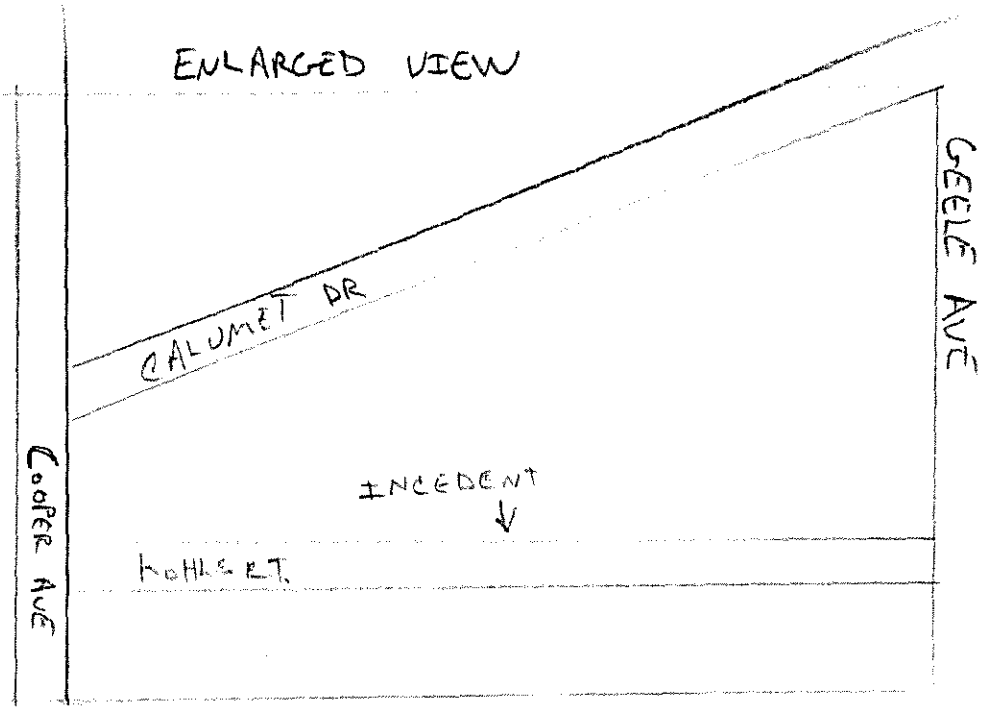
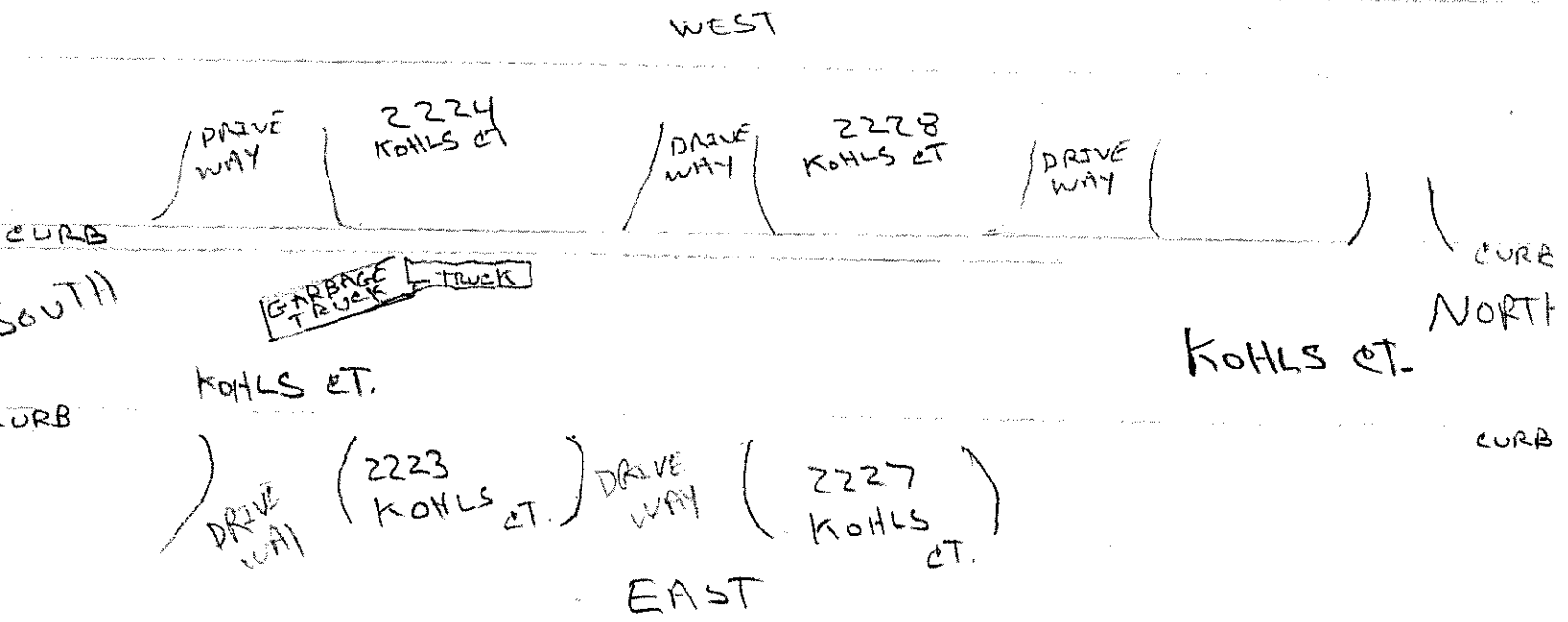
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

~~*Attached*~~

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



SIGNATURE OF CLAIMANT Timothy J Zuni DATE 12-06-16



DATE RECEIVED 12-16-16

RECEIVED BY HMD

CLAIM NO. 21-16

CLAIM

Claimant's Name: Timothy Quinn

Auto \$ 1528.89

Claimant's Address: 2227 Kohls Ct

Property \$ _____

Sheboygan, WI 53081

Personal Injury \$ _____

Claimant's Phone No. (920) 452-3941

Other (Specify below) \$ _____

TOTAL \$ 1528.89

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 \$ 1528.89.

SIGNED Timothy Quinn

DATE: 12-06-16

ADDRESS: 2227 Kohls Ct.
Sheboygan, WI 53081

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

Wisconsin Motor Vehicle
Accident Report MV4000e 01/2005

POX9NHB

PK2012

POLICE # C16-21538

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number POX9NHB		Document Override Number	
Agency Accident Number				Police Number C16-21538					
4 - Accident Date 11/08/2016		5 - Time of Accident (Military Time) 1238		6 - Total Units 02		7 - Total Injured 00		8 - Total Killed 00	
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, CITY				11 - Accident Location NON-INTERSECTION			
14 - On Hwy No.		14 - On Street Name KOHLS CT			14 - Bus/Fmt/Rmp		15 - Est. Distance 211 FT		15 - Hwy Dir SOUTH
16 - Fr/At Hwy No.		16 - From/At Street Name COOPER AVE			16 - Business/Frontage/Ramp				
17 - Structure Type		17 - Structure Number		12 - Latitude 43.769310		13 - Longitude -87.730739			
80 - First Harmful Event PARKED MOTOR VEHICLE				93 - Manner of Collision REAR-END					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type CONCRETE - 1			
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DAYLIGHT			116 - Road Surface Condition DRY			118 - Weather CLOUDY			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input checked="" type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements			103 <input type="checkbox"/> Measurements Taken		79 - E M S Number		

Operator/Pedestrian

Unit Status L - LEGALLY PARKED		81 - Most Harmful Event Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel		24 - Speed Limit 25	
36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number		30 - State	31 - Expiration Year	34 - On Duty Accident			
25 - Operator/Pedestrian Last Name			25 - First Name			25 - Middle Initial	25 - Suffix
32 - Date Of Birth		33 - Sex					
26 - Address Street & Number						26 - PO Box	
27 - City			27 - State		27 - Zip Code		28 - Telephone Number
39 - Seat Position				40 - Safety Equipment NOT-APPLICABLE-NONMOTORIST			
38 - Injury Severity		41 - Airbag NOT APPLICABLE		42 - Ejected NOT-APPLICABLE		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated NOT-APPLICABLE		92 - Pedestrian Location		92 - Pedestrian Action			
119 - What Driver Was Doing LEGALLY-PARKED			120 - Traffic Control NO-CONTROL			62 - No. of Citations Issued	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.	
122 - Driver Factors NOT-APPLICABLE							
88 - Driver or Pedestrian Cond			89 - Substance Presence				
90 - Alcohol Test			90 - Alcohol Content		91 - Drug Test		
91 - Drugs Reported							

OPERATOR/PEDESTRIAN 01

PK2012

OPERATOR/PEDESTRIAN 02	26 - Address Street & Number 410 FOREST BLVD				26 - PO Box	
	27 - City SHEBOYGAN FALLS		27 - State WI	27 - Zip Code 53085	28 - Telephone Number (920) 254-3109 EXT.	
	39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)			40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
	38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing BACKING-MANEUVER		120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0	
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors UNSAFE-BACKING					
	88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
	90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST NOT GIVEN	
91 - Drugs Reported						
124 - Highway Factors NOT-APPLICABLE						

Vehicle

VEHICLE 02	21 - Unit Type TRUCK		Vehicle Type STRAIGHT-TRUCK-(INSERT TRUCK)			22 - Total Occupants 2
	56 - License Plate Number 88070		57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 3BPZLS0X1DF176541
	50 - Year 2013	51 - Make PTRB	52 - Model	53 - Body Style GG - GARBAGE OR	54 - Color WHI	100 - Skidmarks to Impact (Ft) 0
	84 - Vehicle Damage NONE					
	95 - Extent Of Damage NONE		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name CITY OF SHEBOYGAN					
	47 - Address Street & Number 828 CENTER AVE			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 450-3309 EXT.	

Insurance

INS 02	63 - Liability Insurance Company GOVERNMENT		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name		61 - Policy Holder First Name		
	61 - Policy Holder Company				

**Wisconsin Motor Vehicle
Accident Report** MV4000e 01/2005

P0X9NHB

PK2012

OFFICER INFORMATION	125 - Officer Last Name MCMULLEN		126 - First Name TIM	125 - Middle Initial	131 - Officer ID C229T	
	129 - Law Enforcement Agency No. 5961		130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT			
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST					
	127 - City SHEBOYGAN		127 - State WI	127 - Zip Code 53081	128 - Telephone Number (920) 459-3333 EXT.	
	132 - Date Notified 11/08/2016	133 - Time Notified (Military Time) 1305	134 - Time Arrived (Military Time) 1311		135 - Date Of Report 11/08/2016	
		C16-21538	19 - Special Study			
	18 - Agency Space					

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

*** PRELIMINARY ESTIMATE ***

11/10/2016 08:03 PM

Owner

Owner: Tim Quinn
Address: 2227 Kohls Ct
City State Zip: Sheboygan, WI 53083

Home/Day: (920) 452-3941
Home/Evening: (920) 207-7954
FAX:

Inspection

Inspection Date: 11/10/2016 07:59 PM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Front
Driveable: Yes

Inspection Type: Drive In
Contact: Phil Black
Work/Day: (920) 457-5494x
FAX: (920) 457-6495x
Secondary Impact:
Rental Assisted:

Appraiser Name: PHIL BLACK

Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081

Contact: Phil Black
Work/Day: (920) 457-5494
FAX: (920) 457-6495

Target Complete Date/Time:

Days To Repair: 4*

Remarks

*** Original Estimate ***

Vehicle

2008 Ford F-150 FX4 4 DR Crew Cab Stepside Short Bed
8cyl Gasoline 5.4
4 Speed Automatic

Lic. Plate: 774-4963
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: REDFIRE MET
Ext. Refinish: Two-Stage
Ext. Paint Code: G2

Lic State: WI
VIN: 1FTT W14V98FAZ4833
Mileage: 90,650
Mileage Type: Actual
Code: P8024B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

4-Wheel Drive
Alarm System

AM/FM CD Player
Aluminum/Alloy Wheels

Air Conditioning
Anti-Lock Brakes

DICK BRANTMEIER FORD-LINCOLN-MERCURY
 3624 KOHLER MEMORIAL DRIVE
 SHEBOYGAN, WI 53082-0026
 OFFICE: 920-458-6111 FAX: 920-451-8198

*** PRELIMINARY ESTIMATE ***

11/23/2016 00

Inspection

Inspection Date: 11/23/2016 03:28 PM

Inspection Type:

Company: BRANTMEIER FORD
 Contact: DALE SPAETH
 Address: 3624 KOHLER MEMORIAL DR
 City State Zip: Sheboygan, WI 53081

Appraiser License # :
 Work/Day: (920)458-6111
 FAX: (920)451-8198

Repairer

Repairer: DICK BRANTMEIER FORD
 Address: 3624 KOHLER MEMORIAL DR
 City State Zip: Sheboygan, WI 53081

Contact:
 Work/Day: (920)458-6111
 Work/Day:

Target Complete Date/Time:

Days To Repair: 5

Vehicle

2008 Ford F-150 FX4 4 DR Crew Cab Short Bed
 8cyl gas 5.4 liter flex
 4 Speed Automatic

Lic Expire:
 Prod Date:
 Veh Insp# :
 Condition:
 Ext. Refinish: Two-Stage

VIN: 1FTPW14V98FA24833
 Mileage: 96,200
 Mileage Type: Actual
 Code: P8024C
 Int. Refinish: Two-Stage

Options

4-Wheel Drive	AM/FM CD Player	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Anti-Lock Brakes
Auto Locking Hubs (4WD)	Cruise Control	Dual Airbags
Electronic Transfer Case	Floor Mats	Fog Lights
Intermittent Wipers	Keyless Entry Keypad	Keyless Entry System
Leather Steering Wheel	Lighted Entry System	Limited Slip Differential
Overhead Console	Power Brakes	Power Door Locks
Power Mirrors	Power Steering	Power Windows
Privacy Glass	Rear Bench Seat	Rear Step Bumper
Skid Plates	Split Front Bench Seat	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tinted Glass
Tire Pressure Monitor	Tow Hooks	Velour/Cloth Seats
Wheel Lip Moldings		

Damages

Line	Op	Guide	MC Description	MFR.Part No.	Price	ADJ% B%	Hours	R
------	----	-------	----------------	--------------	-------	---------	-------	---

Front Bumper

1	E	11	Bumper,Front	6L3Z17757BA	\$390.49	2.7	SM
2	I	50	Cvr,Front Bumper Upr	Repair		3.0*	SM
3	L	50	13 Cvr,Front Bumper Upr	Refinish		2.8	RF
				1.8 Surface			
				0.6 Two-stage setup			
				0.4 Two-stage			

Front Body And Windshield

4	I	83	Panel,Hood Aluminum	Repair		2.0*	SM
5	L	83	Panel,Hood	Refinish		3.6	RF
				3.0 Surface			
				0.6 Two-stage			

Manual Entries

6	EC	M14	Corrosion Protection	Replace Economy		0.1*	RF
7	EC	M17	Cover Car Exterior	Replace Economy	\$5.00*		
8	EC	M60	Hazardous Waste Removal	Replace Economy	\$3.00*		SM
8	Items						

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$390.49
Other Parts	\$8.00
Paint & Materials	6.5 Hours @ \$36.00 \$234.00
Parts & Material Total	\$632.49
Tax on Parts & Material	@ 5.000% \$31.62

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	2.7	5.0	7.7	\$446.60
Mech/Elec (ME)	\$85.00				
Frame (FR)	\$60.00				
Refinish (RF)	\$58.00	6.5		6.5	\$377.00
Labor Total				14.2 Hours	\$823.60
Tax on Labor		@ 5.000%			\$41.18
Gross Total					\$1,528.89
Net Total					\$1,528.89

Alternate Parts Y/00/00/00/00 CUM 00/00/00/00 Zip Code: 53081 Default
 Rate Name Default

Audatex Estimating 8.0.035 ES 11/23/2016 03:33 PM REL 8.0.035 DT 10/01/2016 DB 11/15/2016
 © 2016 Audatex North America, Inc.

1.6 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Rebit
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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Auto Locking Hubs (4WD)	Camper/Towing Package	Cruise Control
Dual Airbags	Electronic Transfer Case	Fog Lights
Intermittent Wipers	Keyless Entry System	Leather Steering Wheel
Lighted Entry System	Limited Slip Differential	Overhead Console
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Privacy Glass
Rear Bench Seat	Rear Step Bumper	Skid Plates
Split Front Bench Seat	Stepside Bed	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tinted Glass
Trailer Hitch	Tutone Paint	Velour/Cloth Seats
Wheel Lip Moldings		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	E	11		Bumper,Front	6L3Z17757BA	\$390.49			2.7	SM
2	I	50		Cvr,Front Bumper Up	Repair				1.5*	SM
3	L	50	13	Cvr,Front Bumper Up	Refinish				2.8	RF
					1.8 Surface					
					0.6 Two-stage setup					
					0.4 Two-stage					
4	E	1284		Nut,Frt Bumper	MULTI-PART	\$17.00			INC	SM
5	E	39		Spoiler,Lower Front	6L3Z17626BAA	\$81.24			INC	SM
6	E	1355		Retainer,Front Bumper LT	4L3Z17C886CB	\$30.58				SM
7	E	1356		Retainer,Front Bumper RT	4L3Z17C886CB	\$30.58				SM
8	RI	32		Panel,Frt Bmpr License	R & I Assembly				INC	SM
9	I	33		Hook,Front Bumper Tow LT	Repair				0.5*	SM
10	E	21		Brkt,Front Lic Plate	1L2Z17A386AA	\$10.23			0.2	SM
Manual Entries										
11	EC			Flex Additive	Replace Economy	\$6.50*				RF
12	N			De-Nib and polish	Additional Labor					SM*
13	N			Hazad, waste	Additional Labor	\$5.00*				SM
14	L			Tow Hook Ref.	Refinish				0.5*	RF*
14	Items									

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$560.12
Other Parts	\$11.50
Paint & Materials	3.3 Hours @ \$38.00
Parts & Material Total	\$697.02
Tax on Parts & Material	@ 5.000%
	\$34.85

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$58.00	2.9	2.0	4.9	\$284.20
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	3.3		3.3	\$191.40
Labor Total				8.2 Hours	\$475.60

Tax on Labor	@ 5.000%	\$23.78	
Gross Total			\$1,231.25
Net Total			\$1,231.25

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
SPPL Yes Zip Code: 53081 Default
Rate Name Default

Audatex Estimating 8.0.035 ES 11/15/2016 10:20 AM REL 8.0.035 DT 09/01/2016 DB 11/08/2016
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1.0 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.


Op Codes

- | | | |
|----------------------------|---|--------------------------------|
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II

R. O. No. - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting a communication from Aaron Sloma, Viand Hospitality, LLC, proposing a change in the dumpster location at 705 Riverfront Dr. to the west of the Parker John building into two existing parking stalls.

City Plan

City Clerk



Via and hospitality



December 6, 2016

City of Sheboygan Common Council
Sheboygan, WI 53081

RE: Parker John BBQ & Pizza Project
705 Riverfront Drive

Dear City of Sheboygan Common Council:

In reference to our project at 705 Riverfront Drive we are proposing a change in the dumpster location. The existing dumpster plan would move to the west of the Parker John building into two existing parking stalls. In its current location, the dumpster would be not be accessible to the garbage service truck. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that appears to read 'Aaron Sloma'.

Aaron Sloma

III

Res. No. _____ - 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.

Lies over

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 #: _____

III

Res. No. _____ - 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

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 Pelush (Signature)

Department Head approving grant proposal Chad Pelush (Signature)

Council Document Number approving grant submission _____ Please Attach

III

Res. No. _____ - 16 - 17. By Alderperson Belanger. December 19, 2016.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2017 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the Town of Wilson.

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

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2017, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, 5509 Moening Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 30 acres of certain agricultural property described as follows:

59030-454940	S 1/2 OF S.W. S.W., Sec. 10	59030-454940/454960/ 455120 & 455140 <small>Parcel Ident. No.</small>
59030-454960	S 1/2 of S.E. S.W., Sec. 10	
59030-455120	W 1/2 of N.W. S.E., Sec. 10	
59030-455140	W 1/2 of S.W. S.E., Sec. 10	

All in T. 14, R. 23, Town of Wilson, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2017 through December 31, 2017.

3. That the total rental rate for this parcel of land for 2017 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2017.

4. That the **LESSEE** shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. That prior to the planting of crops by the **LESSEE**, **LESSOR** may remove from the total acreage leased any part thereof upon written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**, and during the crop season, **LESSOR** may remove from the total acreage leased to **LESSEE** any part thereof upon written notice to **LESSEE**, and **LESSOR** shall pay damages to **LESSEE**. Said damages to be limited to seed, fertilizer, planting costs and incidentals for that portion of land so removed from the lease.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this ____ day of _____, 2017.

LESSEE

BY: _____
David L. Gartman

This document consists of three (3) typewritten pages, including the following signature page.

Dated this ____ day of _____, 2017.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

Examined and Approved as to
Form and Execution this ____
day of _____, 2017.

Charles C. Adams
City Attorney

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

III

Res. No. _____ - 16 - 17. By Alderpersons Holzschuh and Draughon.
December 19, 2016.

A RESOLUTION authorizing the City Attorney to enter into a Settlement Agreement with the United States of America regarding the accessibility of polling places.

WHEREAS, the policy of the City of Sheboygan is to provide barrier-free access to all of the City's polling places, and to comply with Title II of the Americans with Disabilities Act and assure that all of its voters have equal opportunity to participate in its voting programs, services, and activities; and

WHEREAS, the United States Department of Justice randomly chose to investigate two cities in the Eastern District of Wisconsin for an investigation of polling place access issues pursuant to Title II, one of which was Sheboygan; and

WHEREAS, the City and the United States have negotiated a settlement agreement to ensure continued compliance with the Americans with Disabilities Act.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney is authorized to execute a Settlement Agreement with the United States of America regarding the accessibility of polling places, a copy of which is attached.

Law & Co

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

**SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND THE CITY OF SHEBOYGAN
REGARDING THE ACCESSIBILITY OF POLLING PLACES**

This settlement agreement (the “Agreement”) is entered into between the United States of America and the City of Sheboygan (collectively, the “Parties”).

BACKGROUND

1. The United States Department of Justice (the “Department”) opened an investigation of the City of Sheboygan (the “City”) under Title II of the Americans with Disabilities Act of 1990, as amended (“ADA”), 42 U.S.C. §§ 12131 – 12134, and Title II’s implementing regulation, 28 C.F.R. pt. 35, to determine the physical accessibility of City’s polling places for people with mobility and vision disabilities. Title II of the ADA prohibits a public entity from excluding individuals with disabilities from participation in or denying them the benefits of its voting program or subjecting them to discrimination on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(a) & 35.149. Title II also prohibits a public entity from selecting facilities to be used as polling places that have the effect of excluding individuals with disabilities from or denying them the benefits of the voting program or otherwise subjecting them to discrimination. 28 C.F.R. § 35.130(b)(4). Title II requires a public entity to administer its services, programs, and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities. 28 C.F.R. § 35.130(d).
2. The City is a “public entity” within the meaning of the ADA, 42 U.S.C. § 12131(1), and 28 C.F.R. § 35.104, and is, therefore, subject to Title II of the ADA, 42 U.S.C. §§ 12131-12134, and its implementing regulation, 28 C.F.R. pt. 35.
3. The Department is authorized under the ADA to determine the City’s compliance with Title II of the ADA and Title II’s implementing regulation and to resolve this matter by informal resolution, such as through the terms of this settlement agreement. If informal resolution is not achieved, the Department is authorized to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. 28 C.F.R. pt. 35, Subpart F. The Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action to enforce Title II of the ADA.
4. The City, through the office of its Clerk, is responsible for reviewing the accessibility of each polling place and selecting each polling place. The City has 9 polling place locations for election day or early voting.
5. During the April 5, 2016 election, the Department surveyed all of the City’s polling place locations. The Department found that several of the City’s polling places contained conditions that were potential barriers to access for individuals with disabilities; the Department thus concluded that the City violated Title II by failing to select facilities to be used as polling places that are accessible to persons with disabilities. The City does not agree that it violated Title II but states its policy is to provide barrier-free access to all the City’s polling places, and agrees to comply with Title II and assure that all of its

voters have equal opportunity to participate in its voting programs, services, and activities.

TERMS OF SETTLEMENT

Consideration

6. In consideration of the mutual promises contained in this Agreement, which the parties acknowledge constitute good and valuable consideration, and to avoid the costs, expenses, and uncertainty of litigation, the Parties, intending to be legally bound, enter into this Agreement.

Definitions

7. "Accessible on Election Day" means that a polling place is compliant with the 2010 ADA Standards for Accessible Design ("2010 Standards") on Election Day, whether such compliance is achieved through permanent architectural measures or through the use of temporary measures such as those provided for in Paragraph 17 below.
8. "Effective Date" of this Agreement is the date of the last signature below.
9. "Election" or "Election Day" as used in this Agreement shall include both the period of Early Voting and Election Day.
10. "Election Day Surveyors" or "EDSs" are City personnel (or contractors) who will review compliance at polling place locations where temporary measures are to be implemented on Election Day.

Obligations of City

A. Accessible Voting Program

11. The City shall not exclude individuals with disabilities from participating in or deny them the benefits of the voting program, or subject them to discrimination, on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(a) & 35.149. The City shall select facilities to be used as polling places that do not exclude individuals with disabilities from or deny them the benefits of the polling place, or otherwise subject them to discrimination. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(4). The City shall administer its voting program in the most integrated setting appropriate to the needs of persons with disabilities. 28 C.F.R. § 35.130(d).
12. For all elections occurring after the Effective Date of this Agreement, the City will implement temporary measures to remediate issues at polling places where it has no ability to implement permanent measures to prevent potential barriers for access.
13. The City has implemented permanent measures to remediate all issues at City-owned and/or City-operated polling places.

14. Nothing in this Agreement limits the City from making ADA-compliant, permanent modifications to its polling place locations instead of providing temporary remedial measures or relocating a polling place location.
15. The City shall maintain in operable working condition on Election Day those features of facilities and equipment (including, but not limited to, permanent equipment such as lifts and elevators, and temporary equipment such as portable ramps, traffic cones, signs, wedges, and door stops) that are required to make polling places accessible to and usable by persons with disabilities. 28 C.F.R. § 35.133(a). If circumstances arise such that a polling place location that was previously accessible is no longer accessible because a feature of the facility or equipment is no longer operable, then the City shall purchase new equipment or relocate the polling place to an alternative, accessible location pursuant to the process established in Paragraph 18 of this Agreement. If remediation or relocation to an accessible facility is impossible, as agreed to by the United States, then the City agrees to comply with Title II's program accessibility requirements.
16. The City will cooperate fully with the United States' efforts to monitor compliance with this Agreement, including, but not limited to, providing the United States with timely access to polling places (including on Election Day), maps, surveys, and other requested information.
17. The City agrees that the following measures are reasonable and will be implemented where necessary to make an otherwise inaccessible polling place accessible on Election Day. The list of measures is not exhaustive; the City may propose other reasonable temporary measures subject to the review and approval of the United States.
 - a. Portable ramps (including curb ramps) up to and including ramps six feet long, with side edge protection.
 - b. Portable wedges or wedge ramps.
 - c. Floor mats.
 - d. Traffic cones.
 - e. Relocating furniture or other moveable barriers.
 - f. Door stops.
 - g. Propping open doors.
 - h. Unlocking doors.
 - i. Signage, including parking signage.
 - j. Portable buzzers or door bells.
 - k. Removing astragals (door posts) that are not a permanent part of the structure from doorways.

B. Survey and Review of Polling Place Locations

18. For all elections occurring after the Effective Date of this Agreement, the City shall review any newly proposed polling place location to determine whether it is accessible to persons with disabilities or could be made accessible on Election Day through the use of the remedial measures provided for in Paragraph 17 of this Agreement or through permanent modifications. In the event that the City decides to use a new polling place location, it will inform the United States of that decision within 45 days. Upon request, the City will meet and confer with the United States concerning any potential issues at any new polling place location selected by the City. If the issue cannot be resolved to the United States' satisfaction, the City will propose another polling place location subject to the notification and review process provided by this paragraph.
19. If the City finds that it cannot implement a previously agreed to or approved remedial measure regarding a specific polling place location, the City will immediately notify the United States and, upon request, meet and confer with the United States. If the issue cannot be resolved to the United States' satisfaction, the City will relocate the polling place location to an alternative accessible location pursuant to the process established by Paragraph 18 of this Agreement.

C. Training

20. Prior to each election during the term of this Agreement, as part of its training program for election officers and poll workers (hereinafter, "election officials"), the City will provide training concerning temporary remedial measures, including: (a) why such measures are necessary; (b) how the measures must be implemented (*e.g.*, how to install ramps, the placement of mats over, and not in front of, thresholds); and (c) a description of the role of the City's Election Day Surveyors (EDSs), as set forth in Paragraph 23 of this Agreement, and the need to follow the instructions of the EDSs regarding the implementation of temporary measures on Election Day.
21. After the first election occurring after the Effective Date of this Agreement, and for each election thereafter during the term of this Agreement, the City will identify each election official whose polling place was the subject of a report from the previous election indicating that a temporary modification was not implemented properly and will explain the noncompliance to the election official and what must be done to remedy the identified issue(s) on Election Day. The election official will be asked to initial the noncompliance report.
22. Prior to each election during the term of this Agreement, the City will provide training to all EDSs designated pursuant to Paragraph 23 of this Agreement. The training of the EDSs will address: (a) temporary measures, including why they are needed and how the measures must be implemented (*e.g.*, how to install ramps, the placement of mats over, and not in front of, thresholds); (b) how to resolve errors in the implementation of temporary measures on Election Day; (c) how to document the implementation of temporary measures on Election Day; and (d) what the EDSs are required to do to implement the requirements of this Agreement.

D. Election Day Compliance Review

23. Beginning with the first election occurring after the Effective Date of this Agreement, and throughout the duration of this Agreement, the City will designate City personnel (or contractors) as EDSs to review compliance at the polling place locations, including locations where temporary measures are to be implemented on Election Day.

E. Enforcement Provisions

24. If at any time one of the Parties to this Agreement desires to modify any portion of this Agreement, it will promptly notify the other Party in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. The Party receiving a request to modify the Agreement will not unreasonably delay notifying the requesting Party as to whether it will agree to the proposed modification. No modification will take effect unless and until the Parties memorialize the agreed upon modification in writing.
25. All notices, demands, or other communications, including reporting materials, to be provided under this Agreement shall be in writing and delivered by email or overnight delivery to the following persons and addresses (or such other persons and addresses as any party may designate in writing from time to time):

For the United States:

U.S. Attorney's Office
Assistant United States Attorney Michael Carter
517 E. Wisconsin Ave., Suite 530
Milwaukee, WI 53202

For City of Sheboygan:

City Attorney's Office
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442

26. The United States may review compliance with this Agreement at any time. If the United States believes that the City has failed to comply in a timely manner with any requirement of this Agreement, or that any requirement has been violated, the United States will so notify the City in writing and will attempt to resolve the issue in good faith. If the United States is unable to reach a satisfactory resolution of the issue within thirty (30) days of the date it notifies the City, the United States may file a civil action in federal district court to enforce the terms of this Agreement or take any other action to enforce Title II of the ADA.
27. Failure by the United States to enforce a deadline or provision in this Agreement will not be construed as a waiver of the United States' right to enforce any deadlines or provisions of this Agreement.
28. A copy of this document will be made available to any person by the City on request.
29. This Agreement shall be applicable to and binding upon the City, its officers, agents, employees, and assigns.

- 30. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement or promise, written or oral, made by any party or agents of any party, that is not contained in this written Agreement, including its attachments, shall be enforceable.
- 31. This Agreement is limited to resolving claims under Title II of the ADA related to the facts specifically set forth in Paragraphs 1-5 above concerning physical accessibility of polling places. Nothing in this Agreement relates to other provisions of the ADA or affects the City's obligations to comply with any other federal, state, or local statutory, administrative, regulatory, or common law obligation, including those relating to nondiscrimination against individuals with disabilities.
- 32. This Agreement will remain in effect for three years from the Effective Date.
- 33. The person signing for the City represents that he or she is authorized to bind the City to this Agreement.

FOR THE UNITED STATES:

GREGORY J. HAANSTAD
United States Attorney

By: _____

Date: _____

MICHAEL A. CARTER
Assistant United States Attorney
Eastern District of Wisconsin
State Bar No. 1090041
517 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-4101
Fax: (414) 297-4394
Michael A. Carter@usdoj.gov

FOR CITY OF SHEBOYGAN:

By: _____

Date: _____

CHARLES C. ADAMS
City Attorney
State Bar No. 1021454
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442
(920) 459-3917
Fax: (920) 459-3919
charles.adams@sheboyganwi.gov

III

Res. No. _____ - 16 - 17. By Alderperson Belanger. December 19, 2016.

A RESOLUTION to declare May 13, 2017, International Migratory Bird Day.

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

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

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

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

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

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

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

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

Pub Wks

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

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

RESOLVED: That the City of Sheboygan declares May 13, 2017, International Migratory Bird Day.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 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.

John J. Grew

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 11/28/2016
Revision: B

Scope: Non-Rep City Employees

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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 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	\$269.71 (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-



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~~year opt-out will receive credit for each month off the plan. Part-time, permanent employees working 20-30 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:

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.

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.)

2017 Dental Insurance Monthly Costs (4 Tier Options)					
	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
\$42.64	\$6.38 (16%)	\$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:

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

Protected Service Non-Represented Employees (Battalion Chiefs)



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<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:~~



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~~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~~

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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 shift premium of .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		Policy Number: HR 101-1417
	Author: Sandy Rohrick		Created: 4/20/08 Revision: B
	Scope: Non-Rep City Employees	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: 42/08/2014 11/28/2016
Scope: Non-Rep City Employees		Revision: B
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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		Policy Number: HR 101-4417
Author: Sandy Rohrick		Created: 12/08/2014 11/28/2016
		Revision: B
Scope: Non-Rep City Employees	Print Date: 12/15/16 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.

III

Res. No. _____ - 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 & Gried

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	
			Page 1 of 1	

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.

III

Res. No. _____ - 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 & Grew

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: 12/12/2016 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.

VIII

R. C. No. _____ - 16 - 17. By GROUP HEALTH INSURANCE AND WELLNESS COMMITTEE.
December 19, 2016.

Your Committee to whom was referred Res. No. 154-16-17 DIRECT REFERRAL by Alderperson Donohue authorizing the Human Resources Department to introduce a points-based wellness program in 2017 for eligible employees; recommends that the Resolution 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

III

Res. No. 154 - 16 - 17. By Alderperson Donohue. December 15, 2016.

A RESOLUTION authorizing the Human Resources Department to introduce a points-based wellness program in 2017 for eligible employees.

RESOLVED: That the Common Council hereby authorizes the Human Resources Department to introduce a points-based wellness program in 2017 for eligible employees, as approved by the Group Health Insurance and Wellness Committee, a summary of which is attached hereto and incorporated herein.

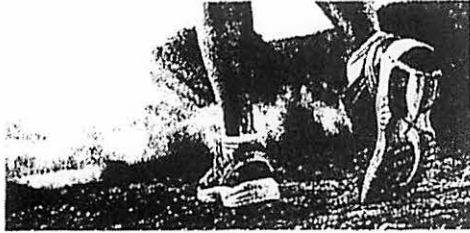
reg.

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



INHEALTH DASHBOARD™

Each participant has a secure login for the Interra Health website that can be used to access online tools. This participant site is called the InHealth Dashboard™.

GETTING STARTED

- Go to www.MyInterraHealth.com and enter your participant login information to access your InHealth Dashboard™.
- Click the Questionnaire icon at the top of the screen to complete your online Health Risk Assessment.
- Click the Schedule icon at the top of the screen to schedule your bioscreen appointment.

PARTICIPANT LOGIN INFORMATION

PARTICIPANT ID
Employee ID
PASSWORD
wellness
(unless previously changed)
COMPANY ID
CityofSheb

If you are having problems logging in, please call us at 866.814.1016.

WELLNESS PROGRAM SUMMARY

CITY OF SHEBOYGAN

Take an active role in your health and experience the benefits of wellness! Monitor the current status of your health by completing the InHealth BioScreen and InHealth Risk Assessment this year. Program details are below.

InHealth BioScreen™

The InHealth BioScreen™ is a series of biometric tests that are used in conjunction with your Health Risk Assessment to get a snapshot of your overall health. Tests will include blood pressure, percent body fat, waist circumference, Body Mass Index (BMI), height and weight. A blood sample is also collected to test your total cholesterol, HDL, LDL, triglyceride, and glucose levels. Immediately following your screening, you will have the opportunity to review your results with an Interra Health trained and certified Health Screening Specialist.

Please be prepared to fast for 10-12 hours before you scheduled appointment time. Drinking water is encouraged! (If you have a serious medical condition which may prohibit fasting, be sure to consult your physician before doing so.)

Understanding Your Biometric Score

The results from your InHealth BioScreen™ are individually scored so that Interra Health can apply Risk Ratings to evaluate your results and identify areas of potential concern. For each biometric category tested, you will receive a Risk Rating of Low, Moderate, or High Risk. Participants will also earn points based on the Risk Rating received; these points make up the Biometric Score. The maximum amount of points/highest Biometric Score that can be earned during a biometric screening is 1,000 points.

An overall risk score will also be determined based on risk ratings applied to all biometric values collected. The following biometrics are required in order to calculate an overall risk score: systolic blood pressure, diastolic blood pressure, body mass index, total cholesterol, HDL cholesterol, triglycerides, glucose, tobacco use, and waist circumference.

Biometric Category	Low Risk		Moderate Risk		High Risk	
	Points	Points	Points	Points	Points	Points
Total Cholesterol	< 200	50	200-239	25	> 240	0
HDL (Women)	> 50	100	40-50	50	< 40	0
HDL (Men)	> 40	100	30-40	50	< 30	0
LDL	< 130	50	130-159	25	> 159	0
TC/HDL Ratio	< 3.55	50	3.55-4.99	25	< 4.99	0
Triglycerides	< 150	100	150-199	50	< 199	0
Glucose	< 100	100	100-126	50	< 126	0
Blood Pressure (Systolic)	< 130	100	130-139	50	< 139	0
Blood Pressure (Diastolic)	< 85	100	85-89	50	< 89	0
Waist Circumference (Women)	< 35	100	NA	0	> 35	0
Waist Circumference (Men)	< 40	100	NA	0	> 40	0
Tobacco Use	Non-User	350	NA	0	User	0

InHealth Risk Assessment™

The InHealth Risk Assessment™ (HRA) is an online questionnaire that collects information regarding your health and daily habits. The information is used to help identify potential health risks. The HRA contains questions in a variety of categories, including: heart health, diabetes awareness, emotional health, nutrition, physical activity and personal safety.

We Protect Your Privacy

Your information is confidential. Interra Health is a health care company independent of your employer. Information obtained by Interra Health during the wellness program is the property of Interra Health and cannot be viewed by others without your written permission unless permitted by law.

2017

WELLNESS PROGRAM SUMMARY

CITY OF SHEBOYGAN

PROGRAM REQUIREMENTS

INHEALTH RISK ASSESSMENT™

Deadline: 8-31-2017
 Complete

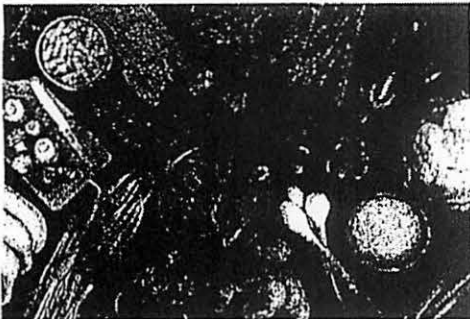
INHEALTH BIOSCREEN™

Deadline: 8-31-2017
 Complete

EARN 1100 POINTS

Deadline: 8-31-2017
 Complete

For more information on scheduling appointments or other program details, please reference the user manual found in your InHealth Dashboard™ program documents.



Your health plan is committed to helping you achieve your best health. Rewards for participating in a wellness program are available to all enrolled employees.

If you think you might be medically unable to meet a standard for a premium incentive under this wellness program, you might qualify for an opportunity to earn the same premium incentive by different means. Contact Interra Health® at 866.814.1016, and we will work with you (and, if you wish, with your physician) to find a wellness program with the same premium incentive that is right for you in light of your health status.



JUNE BIOSCREEN DATES TO COME AT A LATER TIME

Incentive Level Breakdown

Employee contribution to the health plan will be base on participation as indicated.

No Participation	Level 1	Level 2
20% of Premium Contribution	15% of Premium Contribution	8.1% of Premium Contribution
No participation in wellness activities	Completion of online HRA and InHealth Bioscreen	Completion of online HRA and InHealth Bioscreen, and achieve 1100+ Program Points

How to earn program points:

Wellness Program Point Activities	
Bioscreen	
InHealth Bioscreen or Physician Result	1000 max.
Preventive Exams (Accepted from September 1, 2016 - August 31, 2017)	
Annual Physical	150
Annual Flu Shot	50
Colonoscopy	100
Dental Exams (up to 2 a year)	50 ea.
Mammogram	100
PaP	100
PSA	100
Vision	100
Additional Activities	
Approved Tobacco Cessation Program	350
City of Sheboygan Sponsored Programming/Public Events (150 max.)	Varies
Exercise Log (200 max.)	5/week
Disease Management Visit with Interra Provider (50 max.)	25 ea.
EAP (50 max.)	25 ea.
Lunch and Learn	25 ea.
Monthly Quiz	5/month
100+ Bioscreen Improvement	50

Logging points

All preventive exams, monthly quizzes, and exercise logs may be self reported. To do this, click on the "Rewards" tab in your MyInterraHealth dashboard.

You can view your total program points and your incentive level on the home page of your MyInterraHealth dashboard.

If you have any questions regarding the program, contact Jenny Lawrence in HR, or call the Corporate Interra Health Office (number listed below).

VIII

R. C. No. _____ - 16 - 17. By GROUP HEALTH INSURANCE AND WELLNESS COMMITTEE.
December 19, 2016.

Your Committee to whom was referred Res. No. 155-16-17 DIRECT REFERRAL by Alderperson Donohue adopting the 2017 City of Sheboygan Fitness Center Reimbursement Program for eligible employees; recommends that the Resolution be passed.

Meg

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 155 - 16 - 17. By Alderperson Donohue. December 15, 2016.

A RESOLUTION adopting the 2017 City of Sheboygan Fitness Center Reimbursement Program for eligible employees.

RESOLVED: That the Common Council hereby adopts the 2017 City of Sheboygan Fitness Center Reimbursement Program, a copy of which is attached hereto and incorporated herein.

reg

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

Fitness Center Reimbursement Program

2017

Regular exercise is crucial to overall health. In order to support employee efforts of healthy living and wellness, the City of Sheboygan is pleased to offer financial support, to regular benefit eligible employees, for fitness memberships when participation requirements are met.

Below please find a list of commonly asked questions:

1. What is the amount of the reimbursement?

The amount that will be reimbursed will be up to \$20.00 per month as long as participation requirements are met.

2. What are the participation requirements?

Employees must have eight or more visits in a calendar month in order to be reimbursed the following month or submit a printed receipt to show payment of a recreation department class or annual facility membership fee.

As of January 1, 2017, the City of Sheboygan will receive reporting from the YMCA, Planet Fitness and the Sports Core. Employees that are a member of these facilities will have to contact the membership staff and have their member number linked to the City of Sheboygan for reporting purposes. Members of other facilities will be required to gain and provide proof of participation on their own.

3. Who is eligible?

All regular full-time and regular part-time benefit eligible employees qualify to participate in the Fitness Center Reimbursement Program.

4. Must I be enrolled in the City of Sheboygan health insurance plan to participate?

You need only be eligible for health insurance; it is not necessary to be enrolled.

5. Is there a limitation on what facility I belong to?

The City of Sheboygan does not want to limit what facility employees belong to. We encourage all fitness clubs and recreation department classes and facilities.

6. When will reimbursements be made?

Reimbursements will be added to paychecks on the second payroll of each month. All proof of participation from a non-reporting facility will need to be turned in to Jenny Lawrence by the 10th of each month to be reimbursed for the previous month.

7. Are the reimbursements considered taxable income?

Yes, per IRS guidelines the reimbursements are taxable to the employee. All employees participating in the program will have to complete a reimbursement agreement before any reimbursements will be given.

VIII

R. C. No. - 16 - 17. By PUBLIC WORKS. December 19, 2016.

Your Committee to whom was referred Res. No. 130-16-17 by Alderperson Belanger authorizing the Superintendent of Parks and Forestry to oversee the Recreational Fires on the Beaches Program; recommends that the attached Substitute Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Subs. Res. No. 130 - 16 -17 . By Alderperson Belanger. December 19, 2016.

A RESOLUTION authorizing the Superintendent of Parks and Forestry to oversee the Recreational Fires on the Beaches Program.

WHEREAS, Four authorized fire rings will be provided by the City on Deland Beach between Memorial Day and Labor Day; and

WHEREAS, The Superintendent of Parks and Forestry has the authority to add fire rings to other beaches or parks; and

WHEREAS, Enforcement of fires on the beach will be consistent with City Park Ordinances; and

WHEREAS, The Parks Division will work with volunteers to provide adequate cleaning of the fire rings and immediate beach area; and

WHEREAS, The Superintendent of Park and Forestry has the authority to remove any and all fire rings from the beaches and parks if City Park Ordinance violations occur and are deemed hazardous to the beaches and parks and/or to the public.

NOW THEREFORE BE RESOLVED: That the Superintendent of Parks and Forestry is hereby authorized oversee Recreational Fires on the Beach Program and have the Superintendent of Parks and Forestry report back to the Public Works Committee in October as to how the program worked for the season.

*Publ Wks.
approve
Subs. 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

III

4.5

Res. No. 130 - 16 - 17 . By Alderperson Belanger. November 21, 2016.

A RESOLUTION authorizing the Superintendent of Parks and Forestry to oversee the Recreational Fires on the Beaches Program.

WHEREAS, Four authorized fire rings will be provided by the City on Deland Beach between Memorial Day and Labor Day; and

WHEREAS, The Superintendent of Parks and Forestry has the authority to add fire rings to other beaches or parks; and

WHEREAS, Enforcement of fires on the beach will be consistent with City Park Ordinances; and

WHEREAS, The Parks Division will work with volunteers to provide adequate cleaning of the fire rings and immediate beach area; and

WHEREAS, The Superintendent of Park and Forestry has the authority to remove any and all fire rings from the beaches and parks if City Park Ordinance violations occur and are deemed hazardous to the beaches and parks and/or to the public.

NOW THEREFORE BE RESOLVED: That the Superintendent of Parks and Forestry is hereby authorized oversee Recreational Fires on the Beach Program.

*Sub. 11/25
approve
Subs 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

VIII

R. C. No. _____ - 16 - 17. By WHOLE. December 19, 2016.

Your Committee to whom was referred Res. No. 144-16-17 by Alderperson Donohue adopting the City of Sheboygan 2017-2021 Strategic Plan; recommends that the Resolution be passed.

reg.

_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____

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. 144 - 16 - 17. By Alderperson Donohue. December 5, 2016.

A RESOLUTION adopting the City of Sheboygan 2017-2021 Strategic Plan.

WHEREAS, in April 2015, the Common Council adopted revised mission, vision and core values, and;

WHEREAS, in July 2016, a community survey was provided to the public to gain public input on a variety of topics to be used as a basis for developing a strategic plan. City staff developed a public outreach plan to notify the public of the survey. Approximately two percent of the residents participated in the community survey.

WHEREAS, in August 2016, an Alderperson and Department Head strategic plan retreat was held at Maywood Environmental Park that identified six strategic goals that advance the mission and vision and they include:

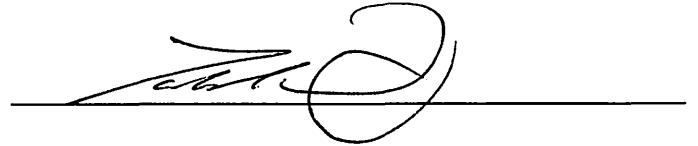
1. Quality of Life
2. Infrastructure and Public Facilities
3. Economic Development
4. Neighborhood Revitalization
5. Governing and Fiscal Management
6. Communication

WHEREAS, the Strategic Plan includes the above mentioned goals as well as specific actions and tasking that support the goals and move the City toward our vision for the future.

C.O.W.
approve.

WHEREAS, the actions and tasks are linked to the city budget and Five Year Capital Improvement Plan. Progress will be tracked through regular reporting as part of the City's annual budget process.

RESOLVED: That the City of Sheboygan does hereby adopt the Five Year Strategic Plan in form substantially similar to the documents attached hereto and incorporated herein by this reference.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

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 Five-Year Strategic Plan 2017-2021



Strategic Planning Process

Government was never intended to operate like a business, and any for-profit enterprise would not last very long if it had to follow the same rules as a unit of government. Business success is measured by profits, sometimes referred to as the “bottom line”; and government has no obvious equivalent. Business however, frequently provides government with important management tools that should be emulated to help improve efficiency and effectiveness.

Financial statements, audits, cost accounting, personal policy manuals, and collective bargaining are just a few of the many business practices used by government every day. Strategic plans have also become a valuable resource for government as a way not only to communicate with citizens, but also as a means to establish a performance based bottom line.

While the Strategic Plan is a new document for the City, the Common Council and City Employees have always been committed to providing quality services to promote a high quality of life in a strong community. There are many examples to support how the City’s values are routinely observed. A long-term commitment to common values and a willingness to critically evaluate the City’s performance will produce noteworthy and important positive results, including statewide and national recognition.

A strategic plan that is regularly reviewed and revised to reflect changing circumstances serves a city’s bottom line by communicating to citizen’s (shareholders) what the organization is trying to achieve, how it proposes to do it, and what the outcomes will be. The City is not a business, but it does do important things that make the community a good place to to live, do business, and to recreate. The City’s Strategic Plan is a critical tool to help accomplish that goal.

In February, 2015, a small group of Management Team members met and completed analyzed strengths, weaknesses, opportunities, and threats (SWOT analysis) facing Sheboygan over the next five years. From this exercise the team developed a new vision and mission statement and core values. A survey was then sent out to all Management Team members asking whether they could support and direct their respective department based on the proposed vision and mission statements. All Management Team members agreed with the statements. The statements and core values were presented to the Committee of the Whole who unanimously recommended Common Council approval. On April 20, 2015, the Common Council approved the mission and vision statements and core values.

Management Team members designed a community survey to collect information from Sheboygan residents about important issues facing the City, rankings of the departments, and quality of life questions. The survey was completed using the on-line survey response system, Survey Monkey.



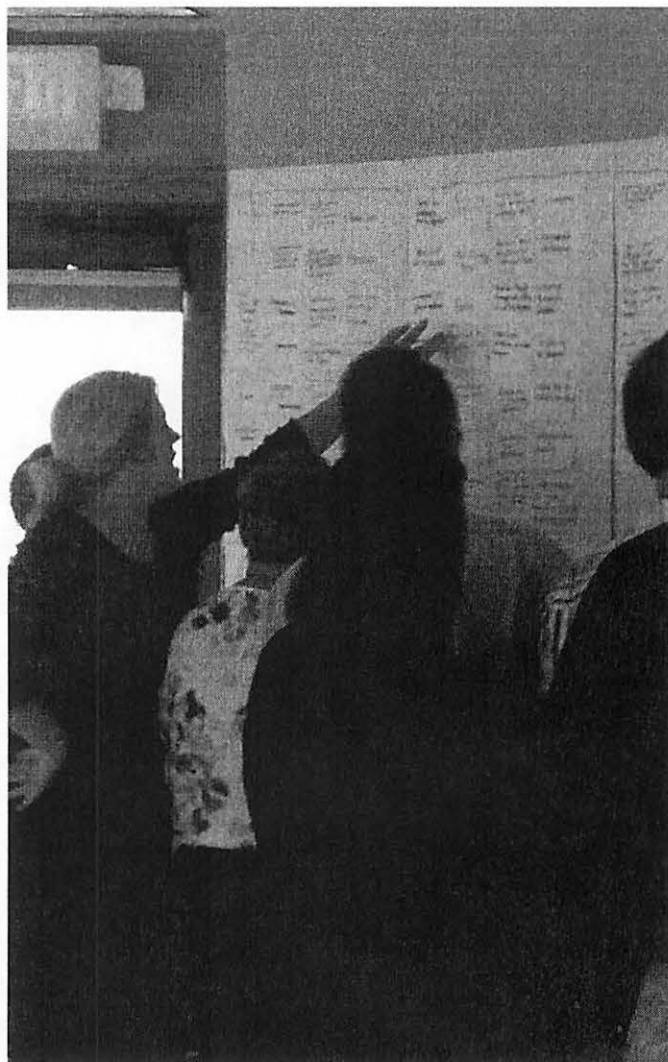
The survey was available for 30 days and received about 750 responses.

Results of the survey are included in Appendix A. The combination of qualitative input from residents and stakeholders combined with quantitative trend data set the foundation for a highly interactive workshop.

A strategic planning workshop was held with the Sheboygan Common Council and Management Team members on Monday, August 8, 2016 at Maywood Environmental Park. During the session the vision, mission, values, goals and action steps were discussed. The following Common Council and Management Team members participated in this workshop:

Darrell Hofland, City Administrator
 Derek Muench, Transit and Parking Director
 David Biebel, Director of Public Works
 Natasha Torry, Municipal Judge
 Wendy Schmitz, Senior Activity Director
 Joe Trueblood, Water Utility
 Nancy Buss, Finance Director
 Christopher Domagalski, Police Chief
 Mike Romas, Fire Chief
 Susan Richards, City Clerk
 David Augustin, IT Director
 Garrett Erickson, Library Director
 Sandy Rohrick, Director of Human Resources
 Chad Pelishek, Director of Planning & Development
 Alderperson John Belanger
 Alderperson Scott Lewandoske
 Alderperson Bill Thiel
 Alderperson Bryan Bitters
 Alderperson Joe Heidemann
 Alderperson Todd Wolf
 Michael Vandersteen, Mayor
 Alderperson Andrew Schneider
 Alderperson Mary Lynne Donohue
 Alderperson Tammy Rabe
 Alderperson Rosemarie Trester
 Alderperson Susan Holzschuh

As a follow up to the strategic planning workshop, Management Team members facilitated a meeting to create an implementation action plan. The action plan sets forth the key tasks necessary to accomplish each strategy, assigns responsible department(s), establishes a timeline for major milestones, and identifies success indicators to help Sheboygan measure performance and ensure accountability.



Mission Statement

The City of Sheboygan is dedicated to providing residents, the business community and visitors with fiscally-responsible municipal services in an effective and responsive manner to meet the needs of our diverse community.

Vision Statement

The City of Sheboygan will be a family-oriented and prosperous community with a wide-variety of housing, business, cultural and recreations opportunities in safe and attractive neighborhoods.

Our Values

The City of Sheboygan's Strategic Plan is guided by three fundamental elements: mission, vision, and core values. The Mission Statement is based on the principals of high quality and continuous improvement. The Vision Statement presents a compelling future toward which our Strategic Plan is directed. Both the mission and vision are founded on the following basic values that guide all actions and reflect what we require of our employees and expect from our elected officials; these values set the high standard to which we expect to be measured.



○ Respect ○

Treating people with dignity and an attitude of caring and understanding. Showing genuine consideration for others. Valuing each individual as an individual.

○ Accountability ○

This value reflects our first and most important responsibility. Our competence is measured and, in fact, reinforced through active engagement of those we serve. We maintain an organizational reputation for openness, accountability, and integrity.

○ Teamwork ○

We are a team that emphasizes high levels of trust, full cooperation, and a commitment to thorough, effective communications within our city organization. We encourage employees to exercise independent judgment in meeting customer needs through professional behavior always consistent with our values.

○ Innovation ○

We acknowledge the weaknesses within government and create ethical, forward thinking solutions to overcome them. We identify, develop and deploy leading edge technology, employee development programs and process improvement tools.

○ Fiscal Responsibility ○

Proper use of public resources is a trust we continually guard. In management of this trust, we must avoid even the appearance of impropriety. In management of public funds, we constantly strive for the greatest possible efficiency, effectiveness, and quality outcome.

○ Service ○

Our primary duty is to the people we serve. We are accessible, consistent, responsive, and understanding. We provide assistance beyond our customers' expectations, and we find effective solutions to problems that they bring to our attention.

Strategic Plan Goals

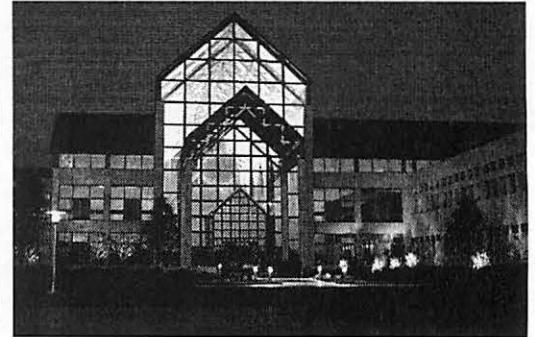
The City of Sheboygan Strategic Plan has developed the following goals that advance our Mission and Vision:

1. **Quality of Life**
2. **Infrastructure and Public Facilities**
3. **Economic Development**
4. **Neighborhood Revitalization**
5. **Governing and Fiscal Management**
6. **Communication**

These goals, along with specific actions and tasks supporting them, will move the City toward our vision of the future.

Each goal is followed by the City’s primary actions and tasks in that subject area for the foreseeable future. The goals should remain constant over time and should only be revised to reflect significant community changes or unanticipated events. A list of measurable actions with tasks helps to track process toward the goals. Actions are generally identified to cover a five-year planning cycle period from the date they are adopted or revised.

The Plan is and always will be a work in progress. While the mission, vision, and core values should remain constant, and the goals are slowly evolving, the actions and tasks will need periodic review and refinement. Progress will be tracked through regular reporting as part of the City’s annual project process.



Strategic Plan Actions and Tasks



Implementation of the six goals is accomplished by execution of a formal list of Strategic Plan actions and tasks developed during a planning session with the Common Council and the City’s Management Team.

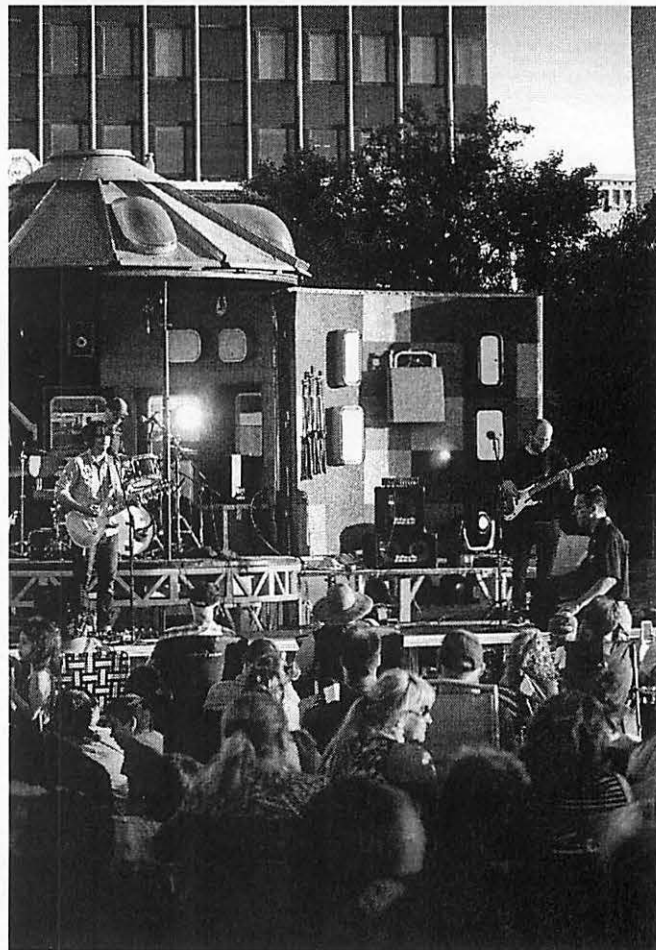
- The timeframe covered is the next five years.
- The actions and tasks are linked to the city budget and the five year Capital Improvement Plan as approved by the Common Council.
- The City Administrator will report the accomplishment status of the goals and their associated actions and tasks two times a year to the Common Council.

Quality of Life

Provide Sheboygan's citizens with a safe and secure community which invests in outstanding recreation, libraries, community open spaces maximizing the natural environment, which delivers transportation choices, elevates culture, arts, education, and ensures solutions that are sustainable and environmentally responsible.

Key Strategies

1. Refurbish, maintain, develop and/or expand public use places and spaces.
2. Support and enhance programming and activities that encourage increased guardianship and crime reduction in our neighborhoods.
3. Build capacity within the community to address a broad range of issues and build consensus around collaborative responses.
4. Pursue multi-modal transportation options to ensure the community is convenient, accessible, and connected by local transportation options.



Objectives

Refurbish, maintain, develop and/or expand public use places and spaces.

- Provide residents with information to help them make informed decisions.
- Offer increased opportunities for civic engagement.
- Increase the community's knowledge about how to prevent themselves from becoming a victim of crime.
- Continue to monitor, maintain and, if necessary replace park and recreation equipment in all City parks.
- Lead sustainability practices preserving natural resources and reducing energy consumption.
- Maintain an adequate amount of active and passive recreational lands to meet current and future recreation needs.
- Ensure that open space, recreation facilities, and programs are designed to meet the special needs of all residents, especially senior citizens and the disabled.

Support and enhance programming and activities that encourage increased guardianship and crime reduction in our neighborhoods.

- Increase police visibility in neighborhoods where crime is occurring.
- Continue patrol deployments that provide increased interaction with the neighborhood residents.
- Provide residents with information to help them make informed decisions.
- Continue to create opportunities for citizen engagement and relationship building.
- Increase the community’s knowledge about how to prevent themselves from becoming a victim of crime.
- Collect and properly dispose of garbage, litter, debris, and graffiti from public spaces, creating a clean livable community.

Build capacity within the community to address a broad range of issues and build consensus around collaborative responses.

- Develop partnerships and programs with Sheboygan organizations that will assist in enhancing economic, employment and training opportunities.
- Continue the Mayor’s Neighborhood Leadership Cabinet to foster leadership in our residents involved in neighborhood associations.
- Continue partnership with the Sheboygan Area School District.
- Continue participation in Tavern Safety Coalition, Retail Security Group, Sheboygan Safe Stay and Crisis Network meeting.
- Continue participation in domestic violence and sexual assault support response teams.
- Continue prescription drug collection box and coordinate with Federal, State, and Local partners regarding prescription drug collection.
- Continue participation and support of the Sheboygan County Drug Treatment Court.

Pursue multi-modal transportation options to ensure the community is convenient, accessible, and connected by local transportation options.

- Improve the walkability and bikeability of Sheboygan.
- Continue expansion of non-motorized pedestrian routes and bike lanes.
- Improve mass-transit options throughout Sheboygan and Sheboygan County.
- Update transit routes to serve the largest population.

Fiscal Year 2017 Action Items

- Create a replacement park equipment schedule.
- Coordinate with the Senior Activity Center to inform citizens about civic engagement opportunities.
- Complete a building adequacy study on the Senior Activity Center building.
- Become a bike-friendly City.
- Coordinate with Sheboygan County on Southside utility corridor bike path.
- Obtain railroad right-of-way to incorporate bike path along Indiana Avenue.
- Expand library resource sharing consortium to a four county system.
- Second floor library is redesigned to provide more collaborative public spaces.
- Radio-frequency identification (RFID) inventory system implemented at Library.
- Implement Northside Neighborhood Beat Officer.



Fiscal Year 2018 Action Items

- Construct bike path on railroad right-of-way along Indiana Avenue.
- Update pedestrian plan to increase walkability score.
- Maintain City Neighborhood Beat Officer Positions.

Critical Measures

- Emergency response times.
- Public perceptions of safety.
- Monthly crime reports.
- Number of recognized neighborhood associations on the Mayor's Neighborhood Leadership Cabinet.
- Number of neighborhood meetings.
- Number of joint projects with the Sheboygan Area School District.
- Walkability score.
- Increase in Shoreline Metro and Metro Connection monthly and yearly ridership.
- Percent of graffiti removed in three days of notification on city facilities.
- Number of lineal feet of additional trails created annually.
- Passenger opinion surveys conducted by Shoreline Metro and Bay-Lake Regional Planning Commission.
- Number of High Visibility Education and Enforcement traffic safety related deployments.
- Pounds of prescription drugs collected .



Location Not Too Small Library Weather Safe Neighborhoods
 Friendly People Beach Small Town
 Low Crime Community Clean Living
 Restaurants Lake Quiet Family Neighbors
 Parks Quality of Life Activities Services Size
 Art Center Beautiful Schools

Infrastructure and Public Facilities



Improve the quality of life by effectively developing, maintaining and improving the infrastructure, natural resources and community services.

Key Strategies

1. Provide quality infrastructure that conveys safe, efficient delivery of essential goods and services.
2. Preserve and maintain City buildings and/or facilities in a manner that provides a safe environment for the facilities' functions and occupants.

Objectives

Provide quality infrastructure including technology that conveys safe, efficient delivery of essential goods and services.

- Construct, repair and maintain city streets, sewers and other critical infrastructure to ensure public safety and commerce.
- Maximize agency relationships with other entities to coordinate expansion, maintenance and reconstruction of infrastructure in an equitable manner.
- Develop public right of ways with designs that encourage accessibility and efficient movements.
- Meet with key stakeholders early in the planning stage to gain understanding and informed consent.
- Provide “complete” streets and use best practices to create clean and beautiful public spaces.
- Continue to maintain environmental compliance below regulatory requirements.
- Continue to operate the wastewater/storm water collection and treatment system in a fiscally sound manner for the benefit of our customers.
- Evaluate all infrastructure for areas of insufficiency and develop an action plan to correct areas of concern.
- Develop a five year Capital Improvements Program identifying and prioritizing the major infrastructure projects needed to meet the community's needs.

Preserve and maintain City buildings and/or facilities in a manner that provides a safe environment for the facilities' functions and occupants. Strive to reduce facility depreciation, equipment and structural failures through preventative maintenance programs and scheduling of work.



- Ensure that all buildings, system improvements, and capital projects meet or surpass environmental and regulatory requirements and incorporate sustainable practices.
- Use environmentally preferable products.
- New construction should maximize Leadership in Energy and Environmental Design (LEED)-comparable practices and foster sustainable principals.

Fiscal Year 2017 Action Items

- Complete resurfacing of three city streets per year leveraging local, state, and federal funding.
- Dedicate funding to the emerald ash borer program.
- Continue to hold the Tree City USA designation.
- Develop a five year information technology plan and provide adequate funding to invest in it.
- Repaint railings at the riverfront (south side of river).
- Install new river docks at South Pier.
- Continue implementation of the Sheboygan A's improvements.
- Replace (two fixed route buses and replace two paratransit buses that are past their useful life.
- Refurbish 8th Street bridge
- Refurbish alley between N. 8th Street and the parking lot East of the Shoreline Metro Transfer Station.
- Finalize the redevelopment of alleys on N. 8th Street.

Fiscal Year 2018 Action Items

- Complete resurfacing of three city streets per year leveraging local, state, and federal funding.
- Dedicate funding to the emerald ash borer program.
- Continue to hold the Tree City USA designation.
- Implement information technology plan recommendations.
- Replace three fixed route buses and replace one paratransit bus that are past their useful life.
- Repaint railings at the riverfront (north side of river).
- Install new river docks at Harbor Centre.

Critical Measures

- Number of new city street trees planted.
- Number of years holding the Tree City USA designation.
- Pavement rating.
- Lineal feet of infrastructure improved with costs.

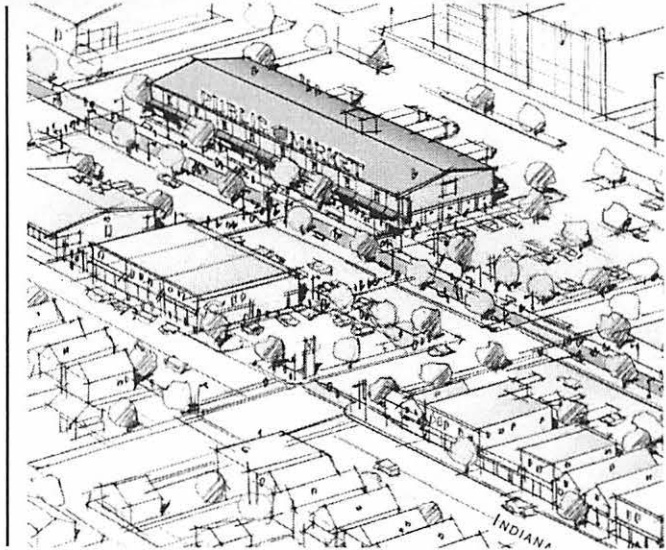


Economic Development

Actively pursue economic and business development strategies to support a growing and sustainable economic base, ensuring the financial resources needed to improve the quality of life, fund services and provide a diversity of job opportunities for City residents.

Key Strategies

1. Market the City as a desirable business location by leveraging our unique assets.
2. Position Sheboygan favorably for local investment by maintaining an attractive business environment.
3. Support existing manufacturing businesses and offer opportunities for attraction and expansion.
4. Market the City as a tourism destination.
5. Support implementation of the sheboygan master plan including revitalization of commercial districts: Harbor Centre, Michigan Avenue, Indiana Avenue, Taylor Drive, and South Business Drive.



Objectives

Market the City as a desirable business location by leveraging our unique assets.

- Develop a baseline for tracking success in economic development.
- Develop business outreach and ombudsman initiatives to build stronger relationships with businesses.
- Participate in local and state trade associations and emphasize exposure in local and business media.
- Continue to establish distinct economic development brand and associated collateral materials.
- Use e-newsletter and other digital media outlets to establish frequent communication with business community.

Support existing manufacturing businesses and offer opportunities for attraction and expansion.

- Use economic development program funding to incentivize and leverage extraordinary opportunities that present major job relocation, retention and/or development prospects.
- Direct economic development “toolbox” funding to businesses that exhibit growth potential, provide stable, well-paying jobs and help to diversify the City’s economy.
- Focus on retaining existing businesses and attracting new businesses from desired industries and diversifying the local economy.

Position Sheboygan favorably for local investment by maintaining an attractive business environment.

- Work with site and/or industry specific local business groups on cooperative efforts including development of new retail and business sites.
- Use Economic Development program funding to incentivize and leverage opportunities that present major job relocation, retention and/or development prospects.
- Utilize the Sheboygan Redevelopment Authority, Sheboygan County Economic Development Corporation, and Sheboygan Squared to act as ombudsmen to attract businesses.
- Focus on retaining existing businesses and attracting new businesses from desired industries and diversifying the local economy.
- Work with commercial property owners interested in converting obsolete office/flex space into marketable uses.
- Provide quality infrastructure and services that support economic development.
- Maintain low sanitary sewer and water rates.

Support implementation of the Sheboygan Master Plans.

- Support infill development to accelerate implementation of the City Master Plan including commercial corridor master plans.
- Facilitate strategic acquisition of sites within larger, potential redevelopment assemblages to leverage partnerships with the development community.
- Explore the use of alternative funding methods to enhance infrastructure throughout the City.
- Promote rezoning of parcels that exhibit strong development and redevelopment potential in accordance with the Master Plan including commercial corridor master plans.
- Administer and better promote the benefits of the Tax Incremental Districts as it relates to incentivizing new development and business relocation.
- Establish the draw for Harbor Centre as a distinct commercial hub with a unique identity by adding/upgrading public areas and amenities surrounding Lake Michigan and Sheboygan River waterfronts.
- Promote cost-effective allocation of limited public resources to promote change.
- Retain existing and attract new employers.
- Enhance market driven opportunities for new businesses and private investment in real estate.
- Facilitate development of city-owned parcels to assist in bringing in new residents and marketable commercial/office space.

Fiscal Year 2017 Action Items

- Construct the Arts/Culture Plaza.
- Coordinate with BID on recreational programming for plaza.
- Assemble redevelopment site in key areas.
- Attract a new hotel.
- Execute a new tourism commission and Tourism Zone.
- Coordinate with Chamber for July 4th Celebration
- Coordinate with developer to build a new business park.
- Leverage WSCS Cable TV for producing public service announcements that can be shared.
- Create a stronger tie between WSCS Cable TV and the Tourism Division.

Fiscal Year 2018 Action Items

- Coordinate new development on city owned redevelopment sites.
- Construct a new business park.
- Analyze the current housing stock from single- family to multi-family include additional condominiums to build new units required in the market.

Critical Measures

- Amount of room tax generated.
- Number of new hotel room constructed.
- Number of jobs retained.
- Number of jobs created.
- Value of industrial property.
- Vacancy rate of industrial buildings.
- Square feet of industrial property (construction commenced).
- Average pay of jobs created.
- Number of acres of new industrial sites created
- Number of new residential units (construction commenced).
- Number of new businesses.
- Valuation of property with Tax Incremental Districts (TID).
- Percent change of property valuation
- Amount of new commercial square feet (constructed commenced).
- Dollars spent per parking stall in the parking utility jurisdiction.
- Ridership per hour on the trolley.



Neighborhood Revitalization

Encourage reinvestment in the City's housing stock and create solid neighborhoods with strong leadership and ensure quality new housing developments creating new diverse and affordable options for all citizens.

Key Strategies

1. Develop a process to identify and stabilize at-risk neighborhoods.
2. Work with developers to expand and create new housing options including single-family, multi-family and condominiums, etc.
3. Preserve historical housing, neighborhood elements and support initiatives that improve rental housing stock in the City.



Objectives

Develop a process to identify and stabilize at-risk neighborhoods.

Work with developers to expand and create new housing options including single family, multi-family and condominiums, etc.

- Continue to support enhanced code enforcement within the neighborhoods.
- Continue neighborhood based policing deployment strategy.
- Partner with peer institutions, local governments, nonprofit organizations, and/or for-profit developers to maximize City investment.
- Provide opportunities to redevelop or improve underutilized properties.
- Develop neighborhood development plans, as part of the Master Plan process, that identify opportunities to form partnerships and implement solutions to identified problems, opportunities, and issues.
- Use crime analysis tools to identify problem places and addresses with repeat calls for service, in real time, so that resources are focused and deployed in a timely manner.
- Continue patrol deployments in a manner that allows for a concentration of officers at times and in areas where they are most likely to suppress street level criminal activities.
- Assemble redevelopment sites to provide for infill development to occur.
- Identify new subdivision locations that do not contribute to urban sprawl.
- Provide necessary incentives as needed to facilitate condominium developments in the downtown area.

Preserve historical housing, neighborhood elements and support initiatives that improve rental housing stock in the City.

- Ensure that there is an adequate mix of rental and homeownership units.
- Work with owners of established properties to provide upgrades and improvements.

Fiscal Year 2017 Action Items

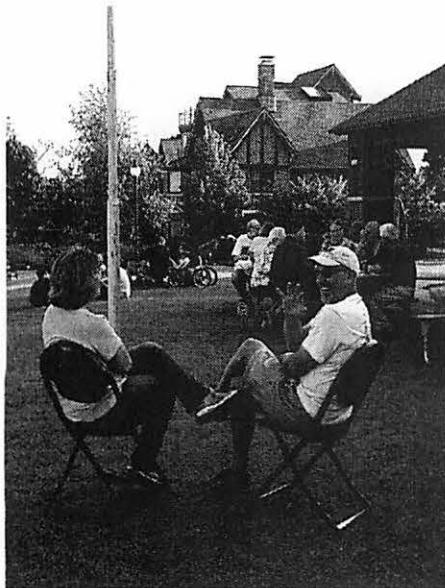
- Develop Neighborhood Development Plans for three of the official neighborhood associations.
- Continue monthly interdepartmental staff meetings to coordinate neighborhood issues.
- Continue to grow the number of new neighborhood associations.
- Make necessary public infrastructure improvements in at-risk neighborhoods.
- Promote the City's housing funding programs to qualified homeowners to make improvements on their properties.
- Continue the neighborhood association grant program with city funds.
- Implement Northside Neighborhood Beat Officer.

Fiscal Year 2018 Action Items

- Develop Neighborhood Development Plans for three of the official neighborhood associations.
- Continue monthly interdepartmental staff meetings to coordinate neighborhood issues.
- Continue to grow the number of new neighborhood associations.
- Make necessary public infrastructure improvements in at-risk neighborhoods.
- Promote the City's housing funding programs to qualified homeowners to make improvements on their properties.
- Continue the neighborhood association grant program with city funds.
- Implement MUNIS code enforcement software.
- Maintain City Beat Officer positions.

Critical Measures

- Number of new neighborhood associations.
- Number of housing loans issued.
- Number of added affordable units.
- Number of code enforcement orders issued.
- Number of abandoned vehicles towed.
- Number of garbage complaints investigated and cited.

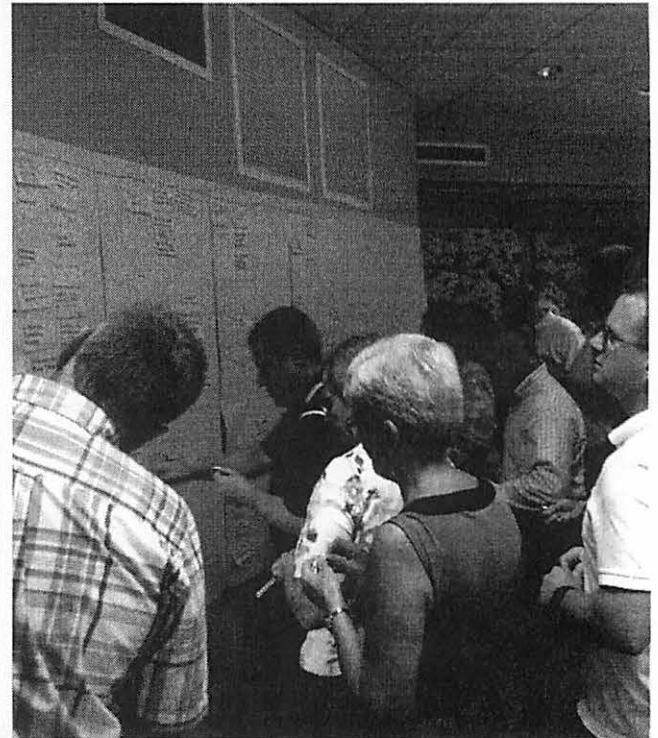


Governing and Fiscal Management

The City of Sheboygan will implement innovative and responsible policies and business practices to effectively manage its fiscal and human resources and maintain an outstanding quality of life for our citizens.

Key Strategies

1. Develop efficient, transparent processes/systems to provide financial information and foster sustainability.
2. Ensure City policies and processes that reflect City values, mission and vision.
3. Retain, develop and recruit individuals with self-motivation and personal responsibility while embracing diversity and overall understanding of the City's mission.
4. Provide a safe, healthy and supportive work environment valuing employee contributions to the community.
5. Leverage the use of volunteers and public/private contractors to supplement the core levels of service needed.



Objectives

Develop efficient, transparent processes/systems to provide financial information and foster sustainability.

- Safeguard and maximize the use of resources through risk management, prudent investments, and best financial management practices.
- Review and improve financial processes and procedures to remain current with changing needs and technology.
- Provide timely, relevant financial information to decision makers and the public.
- Ensure financial stability through long-range financial planning and encouraging long-term decision making.
- Ensure budget document and financial statements meet the Government Finance Officers Associations (GFOA's) Distinguished Budget Presentation Award and Excellence in Financial Reporting Award criteria.

Embrace best management practices for development of policies and practices to enhance service to customers.

- Ensure City services are able to respond to the needs of a diverse community.
- Provide managers and supervisors with knowledge, tools, resources and a policy framework that facilitates accurate and consistent interpretation of policies.
- Utilize “green purchasing” policies as much as possible.
- Administer fair, accurate and responsive election processes.
- Provide managers and supervisors with knowledge, tools, resources and policy framework that facilitate accurate and consistent interpretation of policies.
- Promote a “value driven” organizational culture that reinforces ethical behavior, exercises transparency and maintains the public trust.
- Implement 24/7 self-service technologies from the web and mobile apps.
- Ensure City policies and processes reflect City values, mission and vision.

Retain, develop and recruit individuals with self-motivation and personal responsibility while embracing diversity and overall understanding of the City's mission.

- Employ performance measurement systems that provide feedback for decision making.
- Provide a competitive and sustainable benefits package to recruit/retain high caliber employees.
- Engage employees in determining how work is performed to enhance ownership and accountability.
- Provide training, organization development, and career management opportunities to meet the changing needs of the City.
- Enhance city hall operations to provide opportunities for cross-departmental cooperation and promotion.
- Encourage and seek out employee feedback on issues in the workplace.
- Develop time management principals, scheduling and prioritization of activities through communication within the organization.

Provide a safe, healthy and supportive work environment valuing employee contributions to the community.

- Ensure the organization is structured in a manner that facilitates quality service, cooperation, teamwork, and communication and is flexible and adaptable to changing conditions.
- Utilize Strategic Plan in identifying budget priorities.
- Maintain strategies to address current and future organization needs including optimal workforce size, structure and space needs.
- Identify all strategies for key City service delivery in the Strategic Plan document.
- Sustain an organization environment that acknowledges and celebrates diversity and employs inclusive practices throughout daily operations.
- Leverage the use of volunteers and public/private contractors to supplement the core levels of service needed.

Fiscal Year 2017 Action Items

- Implementation of MUNIS software modules to streamline operations.
- Continue providing detailed city budget and financial audit documents to citizens.
- Support employee recognition team recommendations.
- Create other employee teams to engage employees.
- Continue and enhance employee picnics and special events.
- Submit budget and financial audit documents for GFOA award consideration.
- Continue employee newsletters.
- Include Senior Activity Center participants in planning related to the retirement population.
- Develop a succession plan for staffing all management.
- Conduct a Transit Transportation Development Program to analyze customer and service demographics, as well as economic conditions for the next five years.

Fiscal Year 2018 Action Items

- Implementation of MUNIS software modules to streamline operations.
- Continue providing detailed city budget and financial audit documents to citizens.
- Support employee recognition team recommendations.
- Create other employee based teams to engage employees.
- Continue and enhance employee socials and special events.
- Continue employee newsletters.

Critical Measures

- Percent of unspent General Fund budget.
- Unassigned fund balance as a percent of revenues.
- Number of MUNIS software modules implemented.
- Moody's Investor Service bond rating for Sheboygan.



Communication

Ensure effective and consistent communication activities with residents, businesses and visitors using new technologies, innovative approaches, and brand identity that ensure transparency and encourage dialog among residents and governmental agencies.

Key Strategies

1. Maximize the use of electronic communication to provide comprehensive, timely and accurate information.
2. Inform citizens of news, services, programs and events with unique and compelling video productions. Develop positive relationships with the local media.
3. Market/brand the City and increase exposure through effective multimedia campaigns and special events. Manage a consistent message that promotes the City and fosters goodwill with the community through targeted audiences and uniform information from City departments.



Objectives

Inform citizens of news, services, programs and events with unique and compelling video productions.

- Ensure transparency through live broadcast of select public meetings.
- Maintain collaborative relationships with other Public/Education/Government (PEG) entities and service providers.
- Produce and promote programs in a variety of formats and across multiple platforms that benefit the City both strategically and economically.
- Leverage the Hmong and other local foreign language radio stations to get information out to the non-English speaking community and research other technologies to reach other population classes.

Market/brand the City and increase exposure through effective multimedia campaigns and special events. Manage a consistent message that promotes the City and fosters goodwill with the community through targeted audiences and uniform information from City departments.

- Develop a multimedia messaging strategy to position Sheboygan as a desirable place in which to live and do business. Ensure messaging is consistent and non-contradictory across City departments.
- Leverage involvement with professional and trade associations and explore opportunities for cooperative advertising and promotion.
- Use strategic marketing initiatives to generate awareness and maximize attendance for events and programs.

Maximize the use of electronic communication to provide comprehensive, timely and accurate information.

- Leverage social networking opportunities to expand the reach of the City's message.
- Maintain an effective, efficient website that ensures transparency, is responsive to the needs of the users, and communicates City strategies, priorities, mission, vision, goals, and events.
- Conduct more public input sessions regarding key issues to receive support from city residents and be able to present both sides of the issue.

Fiscal Year 2017 Action Items

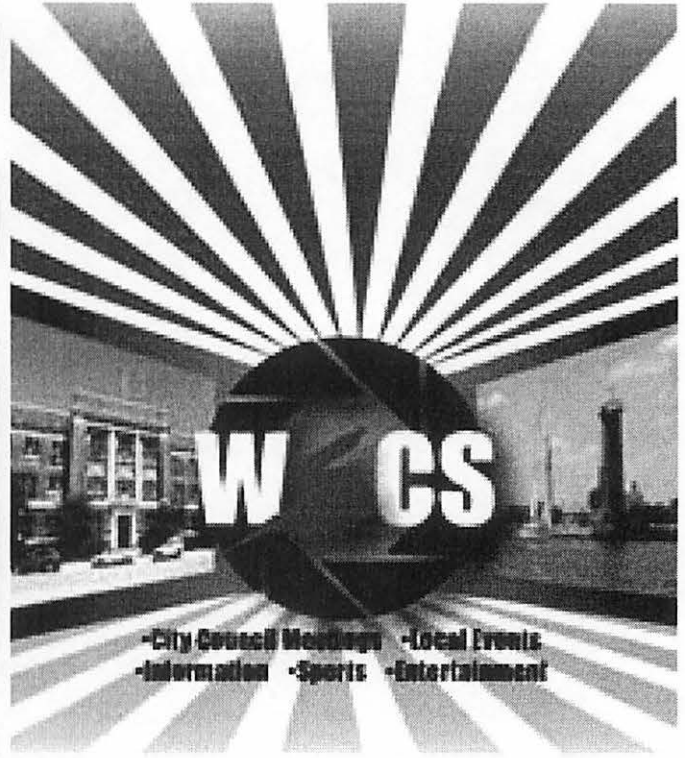
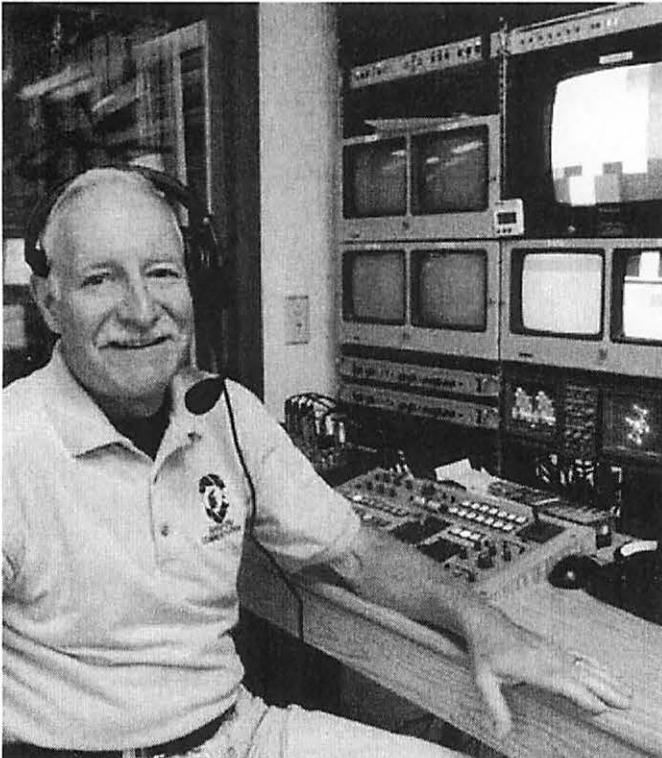
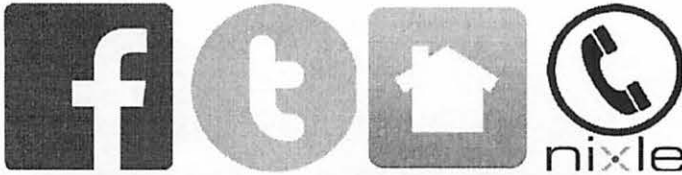
- Identify the need for dedicated 0.5 FTE Public Information Officer position to coordinate and increase communication.
- Create a bimonthly electronic community newsletter.
- Continue citizen survey on annual basis.
- Develop an internal communication plan that is shared with employees.
- Create a Citizen Engagement Plan.
- Hire a third party consultant to update the City's brand as a destination and an organization.

Fiscal Year 2018 Action Items

- Continue citizen survey on annual basis.
- Implement Tyler Notify for subscription communications.

Critical Measures

- Number of followers on all City departments' Twitter accounts.
- Number of users on Nextdoor.
- Number of likes on all City's Facebook accounts.
- Number of new programs on WSCS Cable TV.
- Number of Common Council and Committee of the Whole meetings that are televised.
- Number of appearances on Hmong radio station.
- Number of Nixle postings.



VIII

R. C. No. _____ - 16 - 17. By FINANCE. December 19, 2016.

Your Committee to whom was referred Res. No. 146-16-17 by Alderperson Wolf determining a maximum bid on a property auction for 606 N. 9th St.; recommends that the Resolution 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

III

Other Matters

7.2

Res. No. 146 - 16 - 17 . By Alderperson Wolf. December 5, 2016.

A RESOLUTION determining a maximum bid on a property auction for 606 N. 9th Street.

WHEREAS: The City of Sheboygan has been notified that their offer for \$100,000 for 606 N. 9th Street has been rejected, and;

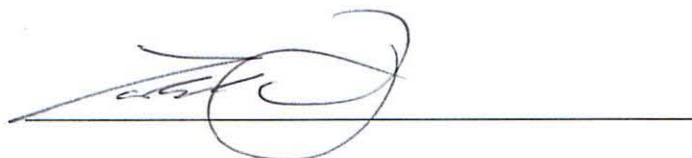
WHEREAS: General Services Administration has offered the building to the City of Sheboygan for \$345,000, and;

WHEREAS: General Services Administration has notified City officials that they plan to auction the property off, and;

RESOLVED: the Common Council authorizes appropriate City officials to bid on the property up to a maximum bid as recommended by the Finance Committee.

BE IT FURTHER RESOLVED: That any conveyance of property shall be contingent upon Common Council approval.

Finance



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



GSA New England Region

November 23, 2016

Mr. Chad Pelishek
Director of Planning and Development
828 Center Avenue, Suite 104
Sheboygan, WI 53081

RE: Social Security Administration Office
606 N. 9th Street, Sheboygan, Wisconsin
GSA Control Number: 1-G-WI-623

Dear Mr. Pelishek:

Thank you for your offer to purchase the above-listed property. While we appreciate your interest to acquire this property, we are obligated to obtain fair market value for properties sold by negotiated sale. Your offer of \$100,000.00 is far below our asking price of \$365,000.00 and may not be accepted.

Therefore, we shall proceed to offer the property for public sale via online auction in the near future. The City is welcome to submit an offer when the auction begins at our <https://realestatesales.gov> website and we shall notify you when the auction is ready to commence.

We regret we were unable to reach agreement in this matter. If you have any questions or wish to discuss this further, please contact Lisa Tangney at 312-886-9480.

Sincerely,

A handwritten signature in black ink, appearing to read "JOSEPH O'BRADOVIC", written over a horizontal line.

Joseph O'Bradovic
Chief, Chicago Operations Branch
Real Property Utilization and Disposal Division

U.S. General Services Administration
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222
www.gsa.gov

VIII

R. C. No. _____ - 16 - 17. By PUBLIC WORKS. December 19, 2016.

Your Committee to whom was referred Res. No. 148-16-17 by Alderperson Belanger authorizing entering into a professional engineering services agreement for the High Strength Waste Receiving (Co-Digestion) Evaluation; recommends that the Resolution 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

III

4.7

Res. No. 148 - 16 - 17. By Alderperson Belanger. December 5, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into a professional engineering services agreement for the High Strength Waste Receiving (Co-Digestion) Evaluation.

WHEREAS: The Department of Public Works is facing potentially large capital improvement expenses associated with the High Strength Waste Receiving (Co-Digestion) processes and desires an independent evaluation and review of the program to determine the most cost effective solution for the long-term interests at the Waste Water Treatment Plant.

WHEREAS: The Department of Public Works is conducting reviews of two proposals and will be making a recommendation to the Common Council as part of this process, and it is anticipated this evaluation will be presented at the Public Works Committee for their approval.

RESOLVED: That the appropriate City officials are hereby authorized to enter into a professional engineering services agreement for the High Strength Waste Receiving (Co-Digestion) Evaluation to be determined by the Public Works Committee and draw orders on the WWTP Engineering Services Account Number 60138300-521150.

Pub Works.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 16 - 17. By SALARIES AND GRIEVANCES. December 19, 2016.

Your Committee to whom was referred Res. No. 151-16-17 by Alderperson Donohue establishing the monthly premium equivalent rates for the City's Medical Benefit Plan for calendar year 2017 coverage; recommends that the attached Substitute Resolution 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

III

Subs of Res. No. 151 - 16 - 17. By Alderpersons Donohue, Heidemann, Lewandoske and Wolf. December 19, 2016.

A RESOLUTION establishing the monthly premium equivalent rates for the City's Medical Benefit Plan for calendar year 2017 coverage.

WHEREAS, Res. No. 67-16-17 was passed on August 15, 2016 and indicated in paragraph (E) that "Retiree rates applicable for the 2017 calendar year, identifying the premium equivalent rates for those on the plan who are and are not Medicare eligible, shall be set by a future resolution."

NOW THEREFORE BE IT RESOLVED: That effective January 1, 2017, the monthly premium health insurance rates for the 4-tier plan are as follows:

Single:	\$ 674.36
Employee plus spouse:	\$1,278.78
Employee plus child:	\$1,156.98
Family:	\$1,776.00
Single on Medicare:	\$ 567.40
Medicare/1:	\$1,241.75
Medicare/2:	\$1,134.82

BE IT FURTHER RESOLVED: That said change shall not supercede the provisions contained within any applicable collective bargaining agreements.

*Sally Green
approve
Subs 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

III

DIRECT REFERRAL TO SALARIES AND GRIEVANCES

Res. No. 151- 16 - 17. By Alderperson Donohue. December 12, 2016.

A RESOLUTION establishing the monthly premium equivalent rates for the City's Medical Benefit Plan for calendar year 2017 coverage.

WHEREAS, Res. No. 67-16-17 was passed on August 15, 2016 and indicated in paragraph (E) that "Retiree rates applicable for the 2017 calendar year, identifying the premium equivalent rates for those on the plan who are and are not Medicare eligible, shall be set by a future resolution."

NOW THEREFORE BE IT RESOLVED: That effective January 1, 2017, the monthly premium health insurance rates for the 4-tier plan are as follows:

Single:	\$ 674.36
Employee plus spouse:	\$1,278.78
Employee plus child:	\$1,156.98
Family:	\$1,776.00
Single on Medicare:	\$ 567.40
Medicare plus one:	\$1,156.98
Medicare plus two:	\$1,241.75

BE IT FURTHER RESOLVED: That said change shall not supercede the provisions contained within any applicable collective bargaining agreements.

Sal & Grew

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. _____ - 16 - 17. By LAW AND LICENSING. December 19, 2016.

Your Committee to whom was referred R. O. No. 156-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, December 31, 2017, June 30, 2017 and June 30, 2018; recommends that Beverage Operator's License #1297 be denied based upon her failure to accurately reveal all relevant convictions on her license application, her record of violations related to the licensed activity, her record as a repeat law violator, and her failure to cooperate with the Committee.

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

II

R. O. No. 156 - 16 - 17. By CITY CLERK. November 7, 2016.

Submitting various license applications for the period ending December 31, 2016, December 31, 2017, June 30, 2017 and June 30, 2018.

Law & Lic

11/21/16 - grant Ugarte, Key, molitor, Rivera, Kohmann, Beringer, Eisold, Gohr. Schmidt, Krueger, Beyer, Butler, Stewart

12/5/16 - grant all licenses above & hold Schmidt

12/19/16 - deny Schmidt

City Clerk

CHANGE OF AGENT

Roger Ugarte is replacing Anthony Fechter as agent for Shevegas Nightclub located at 1133 Michigan Ave. effective immediately.

"CLASS B" LIQUOR LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3226	Club Michigan II	908 Michigan Ave.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1685	Bonelli, Robyn	1812 Superior Ave.
2727	Bonjour Massage	1327 N. 8 th St.
2804	Reflections Spa	

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1552	Alvarez, Fernando A.	1405 N. 6 th St.
6398	Beringer, Michael RA	4607 Mueller Rd.
1241	Bowe, Keith L.	9723 Glenflora Rd., Kiel
1561	Cortez, Amber E.	1511 Ashland Ave.
9450	Dohse, Kelly A.	1519 S. 21 st St.
9868	Eisold, Derric D.	1602 N. 28 th St.
1230	Fritsch, Laura J.	611 Bell Ave.
1559	Gabrishg, Patricia M.	903 Paige Ct.
1053	Gahagan, Dacoda C.	1607 S. 26 th St.
1281	Henry, Jacob L.	2220 N. 36 th St.
1107	Key, Matthew L.	3962 Greenwood Ct.
0525	Kratz, Robert D.	1702 Cedar Grove Dr., #2A, Manitowoc

1551 Molitor, Justin J.	2001 N. 13 th St.
1789 Nielson, Lori M.	1833 N. 24 th St.
1555 Palmer, Darrick V.	1641 N. 11 th St.
1162 Reinemann, Kelly J.	3002 S. 20 th St.
9421 Rowe, Cole M.	1643A N. 3 rd St.
1297 Schmidt, Miranda R.	205 Rangeline Rd., #1
1061 Seymour, Paul E.	634 Fairview Dr., Plymouth

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1011	Cevaal, Jacob Adam	2101 N. 9 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
6884	Adomavich, David H.	1107 Erie Ave.
1252	Beyer, Daniel Peter	1735 N. 25 th St.
1133	Butler, Eva M.	1921 Garfield Ave.
0093	Butler Jr., James D.	1630 S. 8 th St., #A
9714	Gering, Kevin W.	2406 Main Ave.
5170	Gilbertson, Stephen J.	1216 N. 29 th St.
8112	Gohr, Trevor M.	4213 Autumn Ct.
4978	Hunt, Denise L.	2213 N. 20 th St.
0690	Kohlmann Jr., Francis W.	6 Tacoma Trl.
0256	Krueger, Mark A.	13 S. Hiawatha Circle
0836	Rivera, Amalio Calderon	1428 S. 8 th St.
6948	Schneider, Gordon J.	2223 S. 7 th St.
1149	Stewart, Harvey L.	1416 Illinois Ave.



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

AN ORDINANCE repealing and recreating Section 2-35 of the Municipal Code relating to privilege of the floor at Common Council meetings so as to give the city administrator and the director of planning and development the privilege of the floor.

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

Section 1. Section 2-35 of the Municipal Code, entitled "Privilege of the floor," is hereby repealed and recreated to read as follows:

"Sec. 2-35. *Privilege of the floor.*

The following persons, and no others, shall be admitted to that portion of the council chambers reserved to the members during the sessions thereof: the mayor, the city clerk, the city administrator, the chief of police or such other police officer in attendance, members of the department of engineering and public works, the city attorney, the city finance director/treasurer, the director of planning and development, editors of newspapers published within the city, reporters for the press who confine themselves to their professional duties, and such other persons as the presiding officer, upon the order of the council, may invite."

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.

Law & Co.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Gen. Ord. No. - 16 - 17. By Alderpersons Donohue and Hou-Seye.
December 19, 2016.

AN ORDINANCE granting Viand Hospitality, LLC, its successors and assigns, the privilege of encroaching upon described portions of Riverfront Dr. right-of-way located at 705 Riverfront Dr. in the City of Sheboygan for the purpose of constructing and maintaining a dumpster enclosure.

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

Section 1. Subject to the terms and conditions contained herein, Viand Hospitality, LLC, its successors and assigns, is hereby granted the privilege of encroaching on Riverfront Dr. right-of-way, being adjacent to part of Lot 7, Blk. 206, of the Original Plat, City of Sheboygan, for the purpose of constructing and maintaining a dumpster enclosure, in accordance with the sketch attached hereto and made a part hereof:

ENCROACHMENT DESCRIPTION
FOR DUMPSTER ENCLOSURE

PART OF LOT 7, BLOCK 206 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND
PART OF THE RIVERFRONT DRIVE RIGHT OF WAY,
LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 23, T15N - R23E,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Part of Lot 7 of Block 206 of the Original Plat of the City of Sheboygan and part of the Riverfront Drive Right of Way, located in the Southeast 1/4 of the Southwest 1/4 of Section 23, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest 1/4 of said Section 23, thence
North 89°37'08" West along the South line of said Southwest 1/4 a distance of 432.30 feet;
thence North 00°22'52" East a distance of 337.26 feet to the Point of Beginning for this description;
thence North 03°00'47" East a distance of 18.00 feet;
thence South 86°02'10" East a distance of 17.00 feet;
thence South 03°00'47" West a distance of 18.00 feet;
thence North 86°02'10" West a distance of 17.00 feet to the Point of Beginning.

City Plan

The above described land contains 0.00702 acres (306 square feet) of land, more or less.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Viand Hospitality, LLC, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Viand Hospitality, LLC, its successors and assigns, shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Viand Hospitality, LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

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

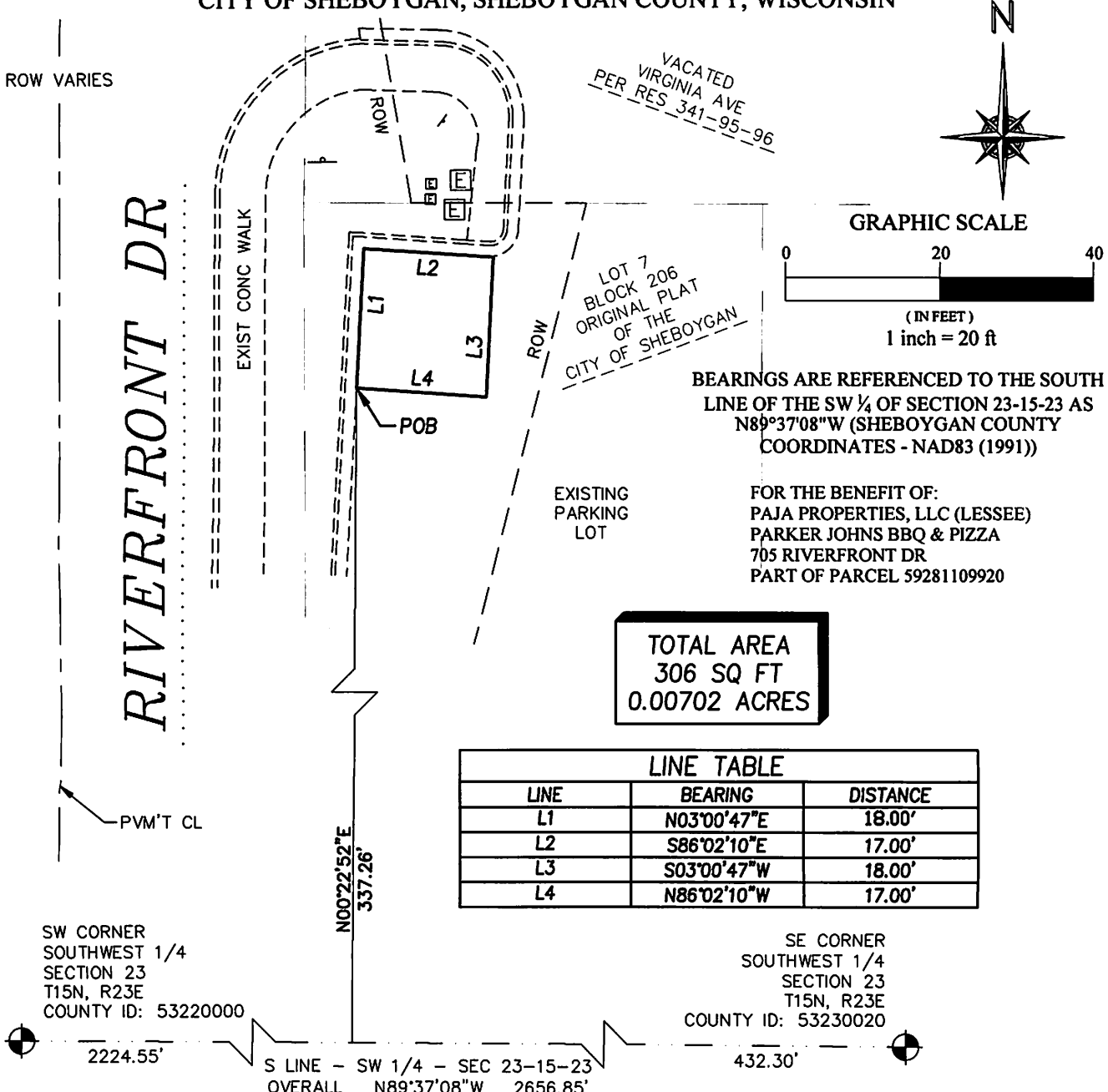
Approved _____ 20____. _____, Mayor

EXHIBIT A

ENCROACHMENT MAP

FOR DUMPSTER ENCLOSURE

PART OF LOT 7, BLOCK 206 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
AND PART OF THE RIVERFRONT DRIVE RIGHT OF WAY,
LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 23, T15N - R23E,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 12/12/16

City of Sheboygan
 spirit on the lake

Department of Public Works
 Engineering Division
 City of Sheboygan, Wisconsin
 Phone: 920-459-3394
 Fax: 920-459-0227

LEGEND

RECORDED SHEBOYGAN COUNTY MONUMENT

EXHIBIT B
ENCROACHMENT DESCRIPTION
FOR DUMPSTER ENCLOSURE

PART OF LOT 7, BLOCK 206 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
AND PART OF THE RIVERFRONT DRIVE RIGHT OF WAY,
LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 23, T15N - R23E,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

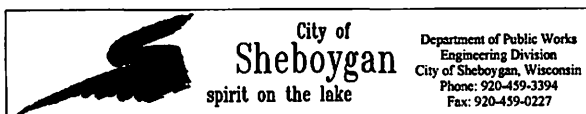
Part of Lot 7 of Block 206 of the Original Plat of the City of Sheboygan and part of the Riverfront Drive Right of Way, located in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest $\frac{1}{4}$ of said Section 23, thence North 89°37'08" West along the South line of said Southwest $\frac{1}{4}$ a distance of 432.30 feet;
thence North 00°22'52" East a distance of 337.26 feet to the Point of Beginning for this description;
thence North 03°00'47" East a distance of 18.00 feet;
thence South 86°02'10" East a distance of 17.00 feet;
thence South 03°00'47" West a distance of 18.00 feet;
thence North 86°02'10" West a distance of 17.00 feet to the Point of Beginning.

The above described land contains 0.00702 acres (306 square feet) of land, more or less.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS

DATED: 12/12/16



SHEET 2 OF 2 SHEETS

OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
CITY HALL

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Sheboygan.

Susan Richards
City Clerk



2034645
SHEBOYGAN COUNTY, WI
RECORDED ON
02/07/2017 10:46 AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 3
PAGES: 2

RETURN TO:
CITY CLERK
828 CENTER AVE., STE 100
SHEBOYGAN WI 53081

Gen. Ord. No. 33-16-17. By Alderpersons Donohue and Hou-Seye. December 19, 2016.

AN ORDINANCE granting Viand Hospitality, LLC, its successors and assigns, the privilege of encroaching upon described portions of Riverfront Dr. right-of-way located at 705 Riverfront Dr. in the City of Sheboygan for the purpose of constructing and maintaining a dumpster enclosure.

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

Section 1. Subject to the terms and conditions contained herein, Viand Hospitality, LLC, its successors and assigns, is hereby granted the privilege of encroaching on Riverfront Dr. right-of-way, being adjacent to part of Lot 7, Blk. 206, of the Original Plat, City of Sheboygan, for the purpose of constructing and maintaining a dumpster enclosure, in accordance with the sketch attached hereto and made a part hereof:

ENCROACHMENT DESCRIPTION FOR DUMPSTER ENCLOSURE

PART OF LOT 7, BLOCK 206 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN AND PART OF THE RIVERFRONT DRIVE RIGHT OF WAY,
LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 23, T15N - R23E,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Part of Lot 7 of Block 206 of the Original Plat of the City of Sheboygan and part of the Riverfront Drive Right of Way, located in the Southeast 1/4 of the Southwest 1/4 of Section 23, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest 1/4 of said Section 23, thence North 89°37'08" West along the South line of said Southwest 1/4 a distance of 432.30 feet; thence North 00°22'52" East a distance of 337.26 feet to the Point of Beginning for this description; thence North 03°00'47" East a distance of 18.00 feet; thence South 86°02'10" East a distance of 17.00 feet; thence South 03°00'47" West a distance of 18.00 feet; thence North 86°02'10" West a distance of 17.00 feet to the Point of Beginning.

The above described land contains 0.00702 acres (306 square feet) of land, more or less.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Viand Hospitality, LLC, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Viand Hospitality, LLC, its successors and assigns, shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Viand Hospitality, LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

By Eugene How-lee

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 19th day of January, 2017.

Dated January 23 2017. Susan Richards, City Clerk

Approved January 23 2017. Michael J. Sandherr, Mayor

Proceedings Published January 26, 2017.

Ordinances Published January 26, 2017.

Certified January 26, 2017 to - Atty.; Ord. Book; Dir. Of City Dev.;

Assessor; DPW; Bldg. Insp.; Eng.; Reg. of Deeds; Police Dept.; Mayor; Fin.

Dir./Treas.; Dep. Fin. Dir./Treas.; Viand Hospitality



Gen. Ord. No. _____ - 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

	Class Grade	NO. of Employees
3. CITY DEVELOPMENT DEPARTMENT		
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 Grud

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.