

**\*\*\*ATTACHMENTS\*\*\***

**I**

Hearing No.         - 16 - 17. October 3, 2016.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class SO Suburban Office to MR Mixed Residential Classification:

Property located at 1123 N. 29<sup>th</sup> St.:

Section 21, T.15N., R.23E. being all of Lot 20 Blk. 4 of Smith Gardens Subd., located in the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 21, T.15N., R.23E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 8,383 sq. ft.

All interested persons will now be heard.

Publish - September 16<sup>th</sup> and 23<sup>rd</sup> (Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE  
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., October 3, 2016, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from SO Suburban Office to MR Mixed Residential Classification:

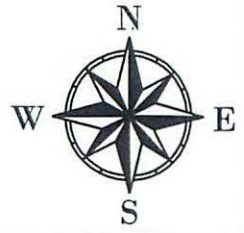
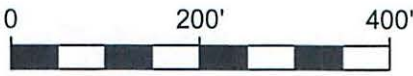
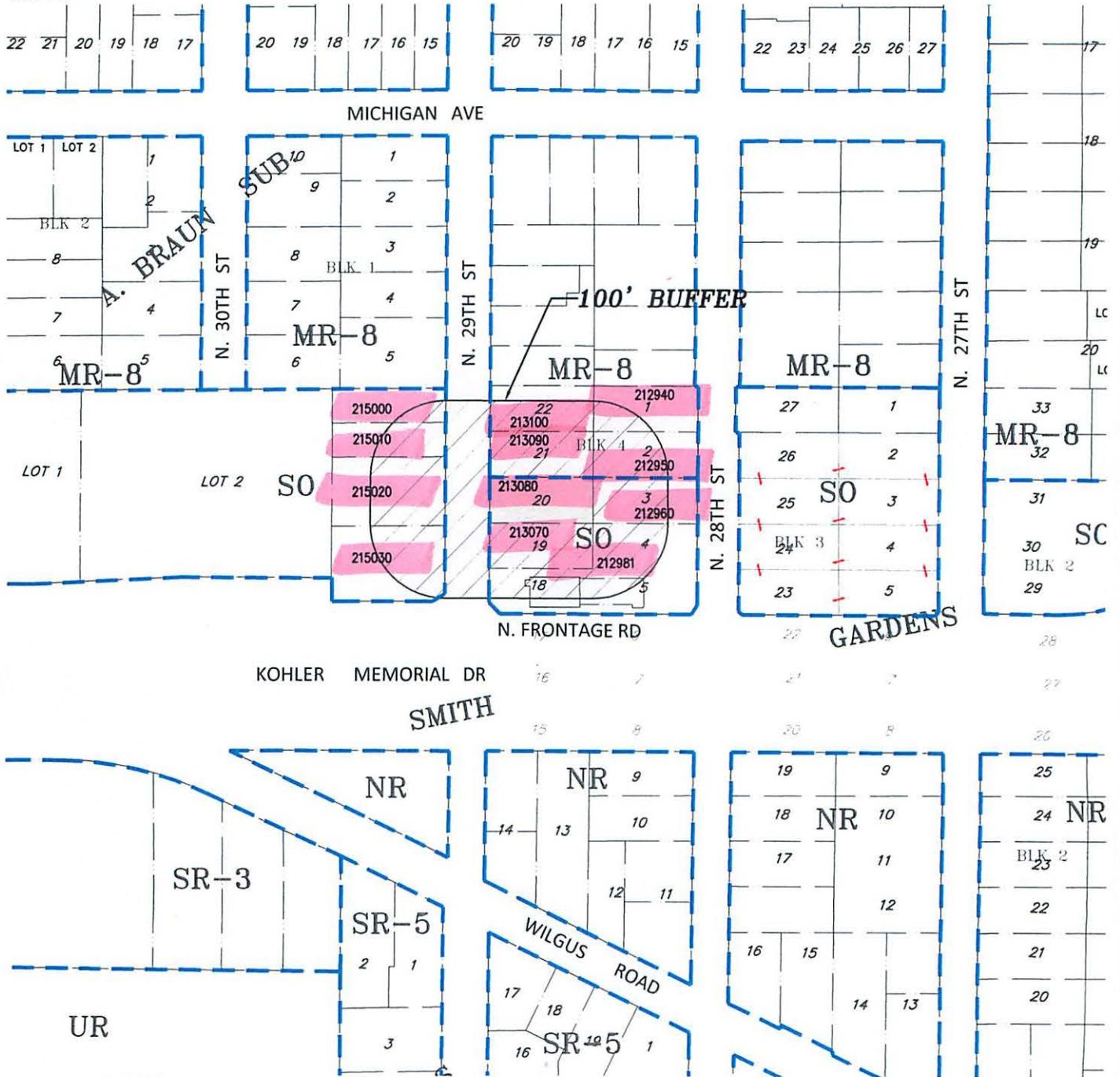
Property located at 1123 N. 29<sup>th</sup> St.:

Section 21, T.15N., R.23E. being all of Lot 20 Blk. 4 of Smith Gardens Subd., located in the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 21, T.15N., R.23E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 8,383 sq. ft.

SUSAN RICHARDS  
City Clerk

# PROPOSED ZONING CHANGE FROM SO TO MR-8 SECTION 21, T. 15 N., R. 23 E.

BEING ALL OF LOT 20, BLOCK 4 OF SMITH GARDENS SUBDIVISION, LOCATED IN THE NW  $\frac{1}{4}$  OF THE SE  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SECTION 21, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 8,383 SQ. FT.





spirit on the lake.

September 23, 2016

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance at 6:00 P.M., October 3, 2016, in the Council Chambers of the City Hall. The purpose of the amendment is to change the Use District Classification of property located at 1123 N. 29<sup>th</sup> St. from SO Suburban Office to MR Mixed Residential Classification:

Property located at 1123 N. 29<sup>th</sup> St.:

Section 21, T.15N., R.23E. being all of Lot 20 Blk. 4 of Smith Gardens Subd., located in the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 21, T.15N., R.23E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 8,383 sq. ft.

If you have questions, please direct your inquiries to the **DEPARTMENT OF CITY DEVELOPMENT AT 459-3377.**

Yours very truly,

  
SUSAN RICHARDS  
City Clerk

CITY CLERK'S OFFICE

CITY HALL  
828 CENTER AVE., SUITE 100  
SHEBOYGAN, WI  
53081-4442

920/459-3361  
FAX 920/459-2917

[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

100' buffer

1123 N. 29th St

JESKE, WALLACE E.  
1136 N. 29TH ST.  
SHEBOYGAN WI 53081-3143

VITALE, UMBERTO  
VITALE, MARIA LISA  
1128 N. 29TH SVT.  
SHEBOYGAN WI 53081-3143

MC KENZIE, DANIEL J  
MC KENZIE, MARY J  
PO BOX 260  
PLYMOUTH WI 53073-0260

MERTES, GILBERT E.  
& VIRGINIA  
1123 N. 29TH ST.  
SHEBOYGAN WI 53081-3142

LEONARD, JASON C.  
1131 N. 29TH ST.  
SHEBOYGAN WI 53081-3142

BRESSER TRUST  
BRESSER, CHRISTOPHER  
W2254 OURTOWN RD  
SHEBOYGAN FLS WI 53085-2742

SMOLINSKI, JANE F  
1136 N. 28TH ST.  
SHEBOYGAN WI 53081-3136

PLACE, GREGORY A.  
& ELISA M.  
1132 N. 28TH ST.  
SHEBOYGAN WI 53081-3136

KIRCHENWITZ, EDWARD C.  
& AMY  
1122 N. 28TH ST.  
SHEBOYGAN WI 53081-3136

9

II

R. O. No.     - 16 - 17. By CITY CLERK. October 3, 2016.

Submitting various license applications.

\_\_\_\_\_  
City Clerk

TEMPORARY "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1030	Bethlehem Lutheran Church	1121 Georgia Ave. - one-day event to be Held 10/22/16 to include all of the premise for the Fall Auction.
2755	Bookworm Gardens	1415 Campus Dr. - one-day event to be Held 10/20/16 to include the inside of the gardens located at 1415 Campus Dr.
2344	Sheb. Cty. Interfaith	1251 Geele Ave. - one-day event to be Held 12/3/16 to include all of 411 St. Clair Ave.

*Consent*

**VI**

R. C. No.       - 16 - 17. By LAW AND LICENSING. October 3, 2016.

Your Committee to whom was referred R. O. No. 104-16-17 by the City Clerk submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends that the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*8441	Capetillo-Alvarez, Hector R.	2834 S. 12 <sup>th</sup> St.
	<b>*grant contingent upon the application being corrected, and with a warning to include all violations on future applications.</b>	
*1462	Winscher, Erin L.	W5208 Cty Rd. O., Plymouth
	<b>*grant contingent upon the application being corrected, and with a warning to include all violations on future applications.</b>	

*Consent*

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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

II

Other Matters

8.3

R. O. No. 104 - 16 - 17. By CITY CLERK. September 6, 2016.

Submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018.

*Law & Lic*  
*9/16/16 - grant all lic except hood Mart, Capetillo, Winacher*  
*10/3/16 - JMart - send to Council with no recommendation grant Capetillo & Winacher*

\_\_\_\_\_  
City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3183	Sprecher's Restaurant	820 Indiana Ave. - one-day event to be Held 10/8/16 to include current premise and the private parking lot on the Northeast corner of property.
2943	Superior Bar & Grill	2607 Superior Ave. - one-day event to be held 9/24/16 to include current premise and the North and West side of the building.
2566	That Place on 8 <sup>th</sup>	1432 S. 8 <sup>th</sup> St. - one-day event to be held 10/8/16 to include current premise and the parking lot east of building.

"CLASS A" LIQUOR LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3220	J Mart Liquor	2206 N. 15 <sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1445	Barber, Robert T.	1444 S. 24 <sup>th</sup> St., #2
8496	Bilgrien, Danielle M.	1732 Knollcrest Dr.
8933	Brunette, Dylan D.	1018 Los Angeles Ave.
8441	Capetillo-Alvarez, Hector R.	2834 S. 12 <sup>th</sup> St.
1469	Clark, Jacqueline M.	1025 Willow Ave., #101
1461	Collins, Nicole L.	2040 Folger Ct.
6675	Ford, Stacy A.	715 Alabama Ave.
1474	Huber, Max G.	1818 N. 8 <sup>th</sup> St.

1460 Klima, Joangela N.	1524 Washington Ave.
1454 Klockow, Derek A.	5119 Hidden Creek Dr.
1463 Lee, Chee Dra	1303 N. 47 <sup>th</sup> St.
1465 Owensby, Roy Robert	725 Kentucky Ave., #A
2871 Perronne, Daniel L.	W2799 Cty Rd. N, Sheb. Falls
2771 Priem, Ramona K.	W2252 North St., Sheb. Falls
0673 Reichardt, Jamie L.	2031 Cooper Ave.
1447 Schmidt, Nicholas M.	4819 S. 13 <sup>th</sup> St.
6448 Schmidt, Timothy J.	2416 N. 34 <sup>th</sup> St.
1471 Vanengen, Jacob P.	533 S. 26 <sup>th</sup> St.
8824 Wagner, Hollie S.	1205 Mead Ave.
9866 Wargo, Mandy J.	3627 N. 20 <sup>th</sup> St.
1470 Weimann, Darren J.	302 Wahgouly Rd.
1462 Winscher, Erin L.	W5208 Cty Rd. O., Plymouth

TAXICAB DRIVER'S LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1456	Lewis, Bobby R.	611 N. Water St., #406

**VI**

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. October 3, 2016.

Your Committee to whom was referred R. O. No. 105-16-17 by the City Clerk Submitting communications from Advanced Disposal, SACO AEO Polymers and American Excelsior Company requesting that the temporary stop lights installed at the intersection of Washington Ave. and S. 32<sup>nd</sup> St. during the Highway 28/I-43 reconstruction project be made permanent; recommends that the documents be placed on file.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

3.4

R. O. No. 105 - 16 - 17. By CITY CLERK. September 6, 2016.

Submitting communications from Advanced Disposal, SACO AEO Polymers and American Excelsior Company requesting that the temporary stop lights installed at the intersection of Washington Ave. and S. 32<sup>nd</sup> St. during the Highway 28/I-43 reconstruction project be made permanent.

~~PPS.~~  
Jue

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City Clerk



Ms. Susan Richards  
City Clerk  
City of Sheboygan  
[SRichards@ci.sheboygan.wi.us](mailto:SRichards@ci.sheboygan.wi.us)

Dear Ms. Richards, Mayor Vandersteen, Alderpersons:

In a recent discussion with our Business Park neighbor, SACO AEI Polymers, we were surprised to learn that the traffic lights installed at the intersection of 32<sup>nd</sup> and Washington were installed on a temporary basis to control traffic until the completion of the construction on Highway 28 and I 43. We feel that the lights are long over due and should be a permanent solution to allow safe travel to enter and exit the Business Park. Mr. Glen Genske has shared both the letters he and Mr. Gilbert Nimm from American Excelsior Company sent to you. I couldn't agree more with both of their assessments of the situation!

Advanced Disposal Services operates 21 routed trucks a day as well as providing a drop off site for 3<sup>rd</sup> party haulers and residents utilizing the Solid Waste Transfer Station. The three intersections to enter and exit the Business Park have blind spots and traffic traveling 10-15 mph over the posted speed limit. These challenges make it unsafe for our employees, vendors, visitors and the general public to safely enter or exit the Business Park. The addition of the lights on Washington and 32<sup>nd</sup> have given a safe solution.

We respectfully request that the City take the necessary actions to make the lights a permanent solution. We, too, would like our voice to be heard by the Council and have our concerns be sent to the Public Protection and Safety Committee as well as the Public Works Committee. If you have any questions please contact me directly.

Sincerely

Michael Thun  
Site Manager  
Advanced Disposal Services  
P: 920-694-3545



3220 Crocker Avenue, Sheboygan, WI 53081 | 920.803.0778 Tel | 920.803.0779 Fax

June 14th, 2016

Ms. Susan Richards  
City Clerk,  
City of Sheboygan  
[SRichards@ci.sheboygan.wi.us](mailto:SRichards@ci.sheboygan.wi.us)

Dear Ms. Richards, Mayor Vandersteen, Alderpersons:

We are writing to advise you of how pleased we are to have the traffic lights installed at the intersection of Washington Avenue and 32<sup>nd</sup> Street! So many accidents have happened at that intersection, as it had become very dangerous to turn left onto 32<sup>nd</sup> Street from Washington or turn left onto Washington Avenue from 32<sup>nd</sup> Street. Cars traveling west on Washington Avenue start accelerating rapidly once they go under the railroad viaduct, and it's difficult to turn across so many lanes of traffic safely. It is not uncommon for traffic to be traveling as fast as 45-55 mph in either direction, in the 35 mph speed zone.

It is our understanding that the lights are an interim solution due to the need to safely route traffic during the current road construction on Washington Avenue/Highway 28. As noted in the above paragraph, even without the road construction we feel that the intersection is unsafe. Our request is to keep the traffic lights there as a permanent solution! Also, we would ask that the traffic lights are not placed in "flashing mode" with 32<sup>nd</sup> Street traffic having "red" and Washington Street "yellow" lights flashing. In our opinion, it does nothing to assist with controlling the speed of neither Washington Street traffic nor safe access to and from Washington Street from 32<sup>nd</sup> Street. Our company has been growing over the years, as well as other companies in the area (Acuity expansion, for example) and new construction (ours, Old Wisconsin) has added additional traffic to the area. We feel that it would definitely make it safer for our employees if the traffic lights would be put in place permanently and request that the City take appropriate action to support our request.

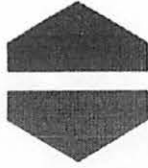
We also request that this letter be read during a Council meeting and then sent to Public Protection and Safety Committee and possibly the Public Works Committee as well. Would you please advise us of the letter's disposition and contact us when it goes to committee so that we can have a representative in attendance?

Very Sincerely,

A handwritten signature in black ink that reads "Glen Genske". The signature is written in a cursive style with a large, sweeping initial "G".

Glen Genske  
Operations Manager  
SACO AEI Polymers

# American Excelsior Company®



Flexible Foam Division

3127 South 31st Street, Sheboygan, WI 53081

Ms. Susan Richards  
City Clerk,  
City of Sheboygan  
[SRichards@ci.sheboygan.wi.us](mailto:SRichards@ci.sheboygan.wi.us)

Dear Ms. Richards, Mayor Vandersteen, Alderpersons:

In a recent discussion with our Business Park neighbor, SACO AEI Polymers, we were dismayed to learn that the traffic lights installed at the intersection of Washington Avenue and 32<sup>nd</sup> Street were installed as a temporary traffic control measure only until completion of the reconstruction project at the Highway 28 and I-43. It had been our belief that this long awaited, much needed and very positive advancement for the safety and accessibility to the industrial park would be permanent. Mr. Glen Genske was gracious enough to share with me his letter to you. I applaud him for reaching out to you and others in our "neighborhood" in an effort to put a spotlight the very real need for continued traffic control at this intersection. And, I could not agree more with his assessment of the situation!

While his letter points to the safety and wellbeing of our employees, I would further point out that with the growth of business also comes traffic from delivery vans and semi-trailer truck traffic. Certainly, drivers familiar with the area would choose to enter from Taylor Drive where a right hand turn onto Crocker or Paine Ave. is the safest way in. However much of this type of traffic is by people unfamiliar and they often use mapping devices that rout them to 32<sup>nd</sup> street where they must make a left turn across two lanes of fast moving traffic on Washington Ave. and often become an unwilling and dangerous road block.

Exiting the park is equally difficult and dangerous. The majority of truck traffic leaving the park returns to I-43. To do so they either exit left onto Taylor from Crocker or Paine Ave and must cross two lanes of traffic at uncontrolled intersections. To avoid that difficulty the frequent option is to exit via 32<sup>nd</sup> Street where they must turn right onto Washington and are force to use both west bound lanes in order to execute the turn. Without the traffic lights at Washington and 32<sup>nd</sup> street, all traffic in and out of the park will be through uncontrolled intersections. The addition of the lights currently in place at 32<sup>nd</sup> and Washington has added a significant level of safety and ease of movement for our business traffic as well as our employees and visitors.

For all of the reasons indicated above, we respectfully request that the City take the necessary actions to make the lights a permanent fixture. We, too, would like our voice to be heard by the by the Council and have our concerns sent to the Public Protection and Safety Committee and Public Works Committee. Should you have questions, do not hesitate in contacting me directly.

Regards,

Gilbert J. Nimm  
General Manager  
American Excelsior Company  
Phone: 920-458-4333

**VII**

R. C. No.     - 16 - 17. By LAW AND LICENSING. October 3, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 116-16-17 by the City Clerk submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends that the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*1482	Burt, Donovan D.	1226 S. 13 <sup>th</sup> St.
	<b>*grant contingent upon the application being corrected, and with a warning to include all violations on future applications</b>	
1478	Crocker, Colin M.	3332 N. 7 <sup>th</sup> St.
5305	Freriks, Scott A.	1130 Swift Ave.
9277	Kamada, Nicholas R.	2336 N. 13 <sup>th</sup> St.
1489	Kettles, Christopher W.	3123 N. Koning Dr.
1491	Mondragon, Cassandra A.	1309 Pennsylvania Ave., #D
*6164	Penkwitz, Katherine L.	3627 S. 12 <sup>th</sup> St., #1
	<b>*grant contingent upon the application being corrected, and with a warning to include all violations on future applications</b>	
1480	Simon, Joey J.	5124 Hidden Creek Dr.
*1479	Smith, Michelle L.	829 S. 13 <sup>th</sup> St.
	<b>*grant contingent upon the application being corrected, and with a warning to include all violations on future applications</b>	
5572	Steindl, Jennifer L.	1614 Saemann Ave.
1490	Thao, Sindey P.	1915 N. 22 <sup>nd</sup> St.
*1485	Wendland, Todd EJ (Club)	3106 N. 27 <sup>th</sup> St.
	<b>*grant contingent upon the application being corrected, and with a warning to include all violations on future applications</b>	

*Consent*

TAXICAB DRIVER'S LICENSE (December 31, 2016)

No.   Name

Address

\*1477 Schaefer, David C.                      2704 S. 8<sup>th</sup> St.

**\*grant contingent upon the application being corrected, and with a warning to include all violations on future applications**

7297 Walters II, Michael A.

233 Lincoln Ave., #A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VI**

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. October 3, 2016.

Your Committee to whom was referred R. O. No. 122-16-17 by the City Clerk submitting a communication from James Schwarten requesting to make parking S. 24<sup>th</sup> St. between Georgia Ave. and Indiana Ave. one side only from December 1 through April 1 due to safety issues during snow plowing because the streets are so narrow; recommends that the documents be placed on file.

*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

3.10

R. O. No. 122- 16 - 17. By CITY CLERK. September 19, 2016.

Submitting a communication from James Schwarten requesting to make parking S. 24<sup>th</sup> St. between Georgia Ave. and Indiana Ave. one side only from December 1 through April 1 due to safety issues during snow plowing because the streets are so narrow.

~~PPS.~~  
file

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City Clerk

September 7, 2016

1626 Black Walnut Trail  
Sheboygan, WI 53081  
920-458-2882

Sheboygan Common Council  
828 Center Avenue  
Sheboygan, WI 53081

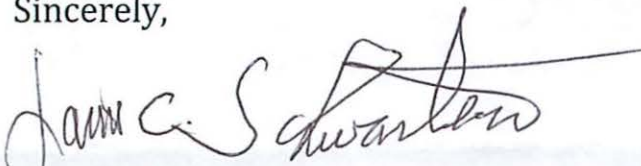
SUBJECT: Winter Safety Issue

Council President:

This is a request to make parking on 24th Street between George and Indiana Avenue one side only from December 1<sup>st</sup> to April 1. When snow is plowed these streets are even more narrow, cars often park across from each other making travel on the one-way street very dangerous.

Please review with your fellow aldermen and give this issue your consideration.

Sincerely,



James C. Schwarten

SEP 7 7:16 PM '12

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. October 3, 2016.

Your Committee to whom was referred Res. No. 103-16-17 by Alderperson Thiel authorizing the Purchasing Agent to enter into contract for the purchase of close quarters communication radio headsets for the Sheboygan Police Department ERT Team; recommends approving the Resolution.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

4.4

Res. No. 103 - 16 - 17. By Alderperson Thiel. September 19, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of close quarters communication radio headsets for the Sheboygan Police Department ERT Team.

WHEREAS: The Sheboygan Police Department is in need of radio headsets for tactical use to improve radio communications in close quarters while allowing for officer safety and;

WHEREAS: The purchase of these headsets, manufactured by 3M is done through the regional authorized 3M dealer, Advantage Police Supply of Oshkosh, WI and;

WHEREAS: The subject equipment was trialed recently by the Department and found to be appropriate for the application and will connect directly to the new 800 MHz radios. Additionally, the purchase includes on-site training in the proper use of the headsets should that be necessary and;

WHEREAS: The equipment will allow for clear communication between the members of the ERT Team while providing both head impact and hearing protection for our officers in the execution of their duties and;

WHEREAS: The total amount required for the purchase of the equipment is \$25,062.04. The Police Department has received Justice Assistance Grant through Sheboygan County in the amount of \$ 8337.00 and intends to use these funds to offset the purchase.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Advantage Police Supply, Inc. of Oshkosh WI for the purchase of Tactical Headsets and related equipment in the amount of \$ 16,752.04 and;

*PPS  
approve*

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to utilize \$16,752.04 from the Drug Forfeiture fund, Account #10121100-521800-00040 in payment of same.

Loumarie Truitt  
Susan J. Spoor

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

James Taylor

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. October 3, 2016.

Your Committee to whom was referred Res. No. 104-16-17 by Alderperson Belanger authorizing the Purchasing Agent to enter into contract for the purchase of a sign maintenance truck body and related equipment including installation and delivery; recommends approving the Resolution.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

4.5

Res. No. 104 - 16 - 17. By Alderperson Belanger. September 19, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a sign maintenance truck body and related equipment including installation and delivery.

WHEREAS: The Department of Public Works Motor Vehicle Division has included in the 2016 Capital Improvements budget the replacement of the current 2004 model Sign Maintenance Truck and;

WHEREAS: A request for sealed bids was issued with the low bid being received from Flannegan Western Crane Co. Inc in the amount of \$82,039.00 and;

WHEREAS: The truck body will be mated to a cab and chassis previously approved by the Common Council and delivered in a ready to work condition to the City by Flannegan Western, with the current truck being sent to public auction following delivery.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Flannegan Western for the purchase of Flannegan Western sign maintenance body and related equipment in the amount of \$ 82,039.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Motor Vehicle Division Account No. 701-36100-641500 in payment of same.

*Submits.  
approve.*

*Jim Boy*  
\_\_\_\_\_

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. October 3, 2016.

Your Committee to whom was referred Res. No. 105-16-17 by Alderperson Belanger authorizing the appropriate City Officials to execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for two determinations of national registry eligibility for historic resources adjacent to the North Avenue Road Project (Calumet Drive to N. 15<sup>th</sup> Street, State Project ID 4996-01-78) for the proposed sum of \$8,954.76 of which the Federal share is \$5551.95 and of which the City of Sheboygan's share is \$3402.81; recommends approving the Resolution.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_, \_\_\_\_\_, Mayor

III

4.6

Res. No. 105 - 16 - 17. By Alderperson Belanger. September 19, 2016.

A RESOLUTION authorizing the appropriate City Officials to execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for two determinations of national registry eligibility for historic resources adjacent to the North Avenue Road Project (Calumet Drive to N. 15<sup>th</sup> Street, State Project ID 4996-01-78) for the proposed sum of \$8,954.76 of which the Federal share is \$5551.95 and of which the City of Sheboygan's share is \$3402.81

RESOLVED: That the appropriate City Officials execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for two determinations of national registry eligibility for historic resources adjacent to the North Avenue Road Project (Calumet Drive to N. 15<sup>th</sup> Street, State Project ID 4996-01-78) for the proposed sum of \$8,954.76 of which the Federal share is \$5551.95 and of which the City of Sheboygan's share is \$3402.81 - No. 47533140-631200 \$3402.81.

*P. W.  
approve*

*Jim Byg*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution Authorizing City Officials to Execute an Amendment Between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for Two Determinations of National Registry Eligibility for Historic Resources.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer and Kevin Jump, Civil Engineer/Project Manager

---

**REPORT DATE:** September 14, 2016

**MEETING DATE:** September 19, 2016

---

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 47533140-631200  
\$3,402.81  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

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

---

**BACKGROUND / ANALYSIS:**

McMahon Associates, Inc. is designing the reconstruction of North Avenue between Calumet Drive and North 15<sup>th</sup> Street. This is a project being designed and constructed in accordance with Wisconsin Department of Transportation requirements. During McMahon's design of the project it was determined that two properties require a determination of national registry eligibility for historic resources.

This document authorizes the department to execute an amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc. for McMahon Associates, Inc. to perform the required work.

**STAFF COMMENTS:**

Properties are in the area of the intersection of North Ave and North 15<sup>th</sup> Street.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve a resolution to execute an Amendment between the City of Sheboygan, State of Wisconsin, Department of Transportation, and McMahon Associates, Inc.

**ATTACHMENTS:**

- I. Res. \_\_\_-16-17
- II. Amendment

**AMENDMENT NO.2 TO THE CONTRACT  
 BETWEEN City of Sheboygan (MUNICIPALITY),  
 THE WISCONSIN DEPARTMENT OF TRANSPORTATION  
 AND McMAHON (CONSULTANT) FOR**

**Project ID 4996-01-78  
 C Sheboygan, North Ave  
 Calumet Dr to 15<sup>th</sup> St  
 Local Street  
 Sheboygan County**

The contract made and entered into by and between the DEPARTMENT and CONSULTANT, dated June 11, 2015, is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

The department has requested the completion of two determinations of national register eligibility (DOE) for historic resources adjacent to the project corridor.

**For Authorized Services:**

Actual costs to the CONSULTANT up to \$203,417.84 (an increase of \$551.31), plus a fixed fee of \$14,523.53 (an increase of \$41.92), not to exceed \$217,941.37 (an increase of \$593.23).

For historical resources DOE services subcontracted to Heritage Research, LTD, the CONSULTANT's actual cost to Heritage Research, LTD based on Heritage Research's actual cost up to \$12,829.45 (an increase of \$7,587.99), plus a fixed fee of \$1,190.36 (an increase of \$773.54) not to exceed \$14,019.81 (an increase of \$8,361.53).

For title report services subcontracted to Classic Title Services, the CONSULTANT'S actual cost to Classic Title Services not to exceed \$3,750.00 (no change) for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost
60 year Title Reports with one update (assume 4 tax key numbers)	Each	\$150.00 (no change)
Letter Reports (Assume 42 tax key numbers)	Each	\$75.00 (no change)

For environmental database services subcontracted to Environmental Data Resources, the CONSULTANT'S actual cost to Environmental Data Resources not to exceed \$390.00 (no change) for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost
Standard Package	Lump Sum	\$350.00 (no change)
Sanborn Sets (2 req'd)	Each	\$20.00 (no change)

For subsurface investigation services subcontracted to River Valley Testing, the CONSULTANT'S actual cost to River Valley Testing not to exceed \$5,520.00 (no change).

Total contract not to exceed \$241,621.18 (an increase of \$8,954.76).

**"IF AUTHORIZED"**

The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

The CONSULTANT's actual cost up to \$21,832.11 (no change), plus a fixed fee of \$1,625.25 (no change), not to exceed \$23,457.36 (no change).

Compensation for "if authorized" services for this contract not to exceed \$23,457.36 (no change).

Compensation in excess of the total CONTRACT amount of \$265,078.54 (an increase of \$8,954.76) shall not be allowed unless approved by a written CONTRACT amendment.

The CONSULTANT REPRESENTATIVE is: Michael R. Simon, P.E./McMAHON.

Street Address: 1445 McMahon Drive, Neenah, WI 54956  
Mailing Address: PO Box 1025, Neenah, WI 54957-1025  
Telephone: (920) 751-4200  
Fax: (920) 751-4284  
Email: [msimon@mcmgrp.com](mailto:msimon@mcmgrp.com)

The DEPARTMENT is: Rich Glen, P.E., Management Consultant, JT Engineering.

Street Address: 1077 Centennial Centre Blvd., Hobart, WI 54155  
Telephone: (920) 468-4771  
Fax: (920) 468-7135  
Email: [richglen@jt-engineering.com](mailto:richglen@jt-engineering.com)

The MUNICIPALITY representative is Ryan Sazama:

Street Address: City of Sheboygan  
Mailing Address: 2026 New Jersey Avenue, Sheboygan, WI 53081  
Telephone: (920)459-3485  
Fax: (920)459-0227  
E-Mail: [ryan.sazama@sheboyganwi.gov](mailto:ryan.sazama@sheboyganwi.gov)

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

For the DEPARTMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael R. Simon

Title: Project Manager \_\_\_\_\_

Title: \_\_\_\_\_

Date: 8-29-16 \_\_\_\_\_

Date: \_\_\_\_\_

For the City

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



HERITAGE RESEARCH, LTD.

13 September 2016

Mr. Mike Simon, P.E.  
McMahon Associates, Inc.  
1445 McMahon Drive  
P.O. Box 1025  
Neenah, WI 54957-1025

RE: WisDOT #4996-01-78 Amendment #2  
North Avenue  
Calumet Drive to 15<sup>th</sup> Street  
City of Sheboygan  
Sheboygan County

Dear Mike,

As you and Brian have discussed, this letter constitutes HRL's supplemental proposal for completing two Determinations of (National Register) Eligibility (DOEs) for the captioned project as directed in the WisDOT FDM.

Specifically recommended to WisDOT/ESS/Cultural Resources, and acknowledged by the Wisconsin Historical Society, was a DOE for a Clark (Oil) Gas Station located at 2709 N. 15<sup>th</sup> Street (AHI #232686) and a DOE for the North Avenue Residential Historic District. In this latter resource, we anticipate that 2 to 4 houses in the District will be adjacent to the proposed project and, thus, will need to be discussed in detail. Those discussions notwithstanding, each structure in the District, as well as its address and a notation about its style, needs to be included in a District summary chart. Some District-wide photographs will also be taken.

HRL will undertake and complete this work for a fee based on time and expenses not to exceed an actual cost of \$7,587.99, plus a fixed fee of \$773.54 for a total of \$8,361.53 – a breakdown of which is provided in Page 2/Attachment A of this letter. Thus will the total for this project not exceed a combined actual cost of \$12,829.45 (an increase of \$7,587.99), plus a combined fixed fee of \$1,190.36 (an increase of \$773.54), for a combined total of \$14,019.81 (an increase of \$8,361.53). Please be assured that, if we can complete the project for less, we will.

It is a pleasure submitting this proposal to you, Mike! Please do not hesitate to call with any questions you may have. In the meantime, do know how much we hope to work with you on this project!

Yours truly,

Dr. John N. Vogel  
President & Sr. Historian

attachment

**HISTORICAL/ENVIRONMENTAL CONSULTANTS**

**Historical Reconnaissance Survey**

**FEE COMPUTATION SUMMARY  
North Avenue, Calumet Drive to 15<sup>th</sup> Street  
City of Sheboygan, Sheboygan County  
WisDOT ID #4996-01-78 Amendment #2**

**Assumptions:** Two Determinations of Eligibility, one for an individual property and one for a Historic District, will be needed.

**1. Direct Labor Cost (Activity Code 769)**

Sr. Historian (Vogel)		
010 hours x \$43.25/hr	\$ 432.50	
Project Historian (Faltinson)		
128 hours x \$25.00/hr	3,200.00	
Sr. Architectural Historian (Schnell)		
004 hours x \$29.50/hr	<u>118.00</u>	
		3,750.50

**2. Direct, General & Administrative Indirect Costs**

\$3,750.50 x .98 3,675.49

**Subtotal (lines 1 & 2)** 7,425.99

**3. Fixed Fee at 8.25% of Directs/Indirect Costs (at 1.5)** 773.54

**4. Direct Charges (Reimbursables)**

Miscellaneous Mileage (300 miles @ .54/mile) 162.00

**5. Fee Not to Exceed** \$8,361.53



Project ID 4966-01-78  
 C Sheboygan, North Ave  
 Calumet Dr to 15th St  
 North Avenue  
 Sheboygan County

EXHIBIT A-1  
 Amendment No. 2  
 Summary of Staff Hours and Direct Labor Costs

CLASS	Project Manager - MRS	Engineer		Electrical Engineer SRM		Engineering Technician-MJA		Administrative Assistant - CAR		Senior Surveyor-DEW		Senior Surveyor & Landscape Architect-DMS		Environmental Technician - SLH		Environmental Scientist - SAB		Surveyor-HPA		Survey Assistant - TML		Total Direct Labor	
		Avg. Hourly Wage																					
Task	Act. Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Environmental Document - General	767	3.0	\$137.84		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	3.0	\$137.84
Project Management	771	1.0	\$45.88		\$0.00		\$0.00		\$0.00	1.0	\$19.35		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2.0	\$65.33
Subtotal		4.0	\$183.92	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	1.0	\$19.35	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	5.0	\$203.27
Subtotal - if authorized		0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00
Total		4.0	\$183.92	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	1.0	\$19.35	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	5.0	\$203.27



**EXHIBIT A-2 - Amendment No. 2**  
**Project ID 4996-01-78**  
**C Sheboygan, North Avee**  
**Calumet Dr to 15th St**  
**North Ave**  
**Sheboygan County**  
**Fee Computation Summary By Engineering Task**

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee	Direct Expenses	Total
Environmental Document - General	767	\$137.94	\$236.18	\$28.45	\$0.00	\$402.57
Project Management	771	\$65.33	\$111.86	\$13.47	\$0.00	\$190.66
<b>Subtotal</b>		<b>\$203.27</b>	<b>\$348.04</b>	<b>\$41.92</b>	<b>\$0.00</b>	<b>\$593.23</b>
<b>Subtotal - if authorized</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>		<b>\$203.27</b>	<b>\$348.04</b>	<b>\$41.92</b>	<b>\$0.00</b>	<b>\$593.23</b>

Home Office Indirect Rate = 1.7122  
 Fixed Fee = 8.25%

Note - Fixed fee calculated using a 1.50 indirect rate.



**EXHIBIT A-3 - Amendment No. 2**  
**Project ID 4996-01-78**  
**C Sheboygan, North Ave**  
**Calumet Dr to 15th St**  
**North Ave**  
**Sheboygan County**  
**Consultant Contract Total Fee Computation For Design Services**

Project I.D. 4996-01-78	Original Contract	Original Contract "If authorized"	Amendment No. 1	Amendment No.2	Total Contract
<b>Design Services</b>					
Number Of Staff Hours	2,219.0	252.0	5.0	5.0	2,481.0
1. Total Direct Labor	\$70,010.63	\$7,879.98	\$203.27	\$203.27	\$78,297.15
2. Total Indirect Costs	\$123,218.71	\$13,868.77	\$403.29	\$348.04	\$137,838.81
Fixed Fee	\$14,439.69	\$1,625.25	\$41.92	\$41.92	\$16,148.78
Non-Labor Direct Charges	\$9,030.63	\$83.37	\$0.00	\$0.00	\$9,114.00
<b>Subtotal</b>	<b>\$216,699.66</b>	<b>\$23,457.36</b>	<b>\$648.48</b>	<b>\$593.23</b>	<b>\$241,398.74</b>
Subcontract 1 (Classic Title)	\$3,750.00	\$0.00	\$0.00	\$0.00	\$3,750.00
Subcontract 2 (River Valley Testing)	\$5,520.00	\$0.00	\$0.00	\$0.00	\$5,520.00
Subcontract 3 (Env. Data Resources)	\$390.00	\$0.00	\$0.00	\$0.00	\$390.00
Subcontract 4 (Heritage Research,LTD)	\$0.00	\$0.00	\$5,658.28	\$8,361.53	\$14,019.81
<b>Subcontract Total</b>	<b>\$9,660.00</b>	<b>\$0.00</b>	<b>\$5,658.28</b>	<b>\$8,361.53</b>	<b>\$23,679.81</b>
<b>Contract Total</b>	<b>\$226,359.66</b>	<b>\$23,457.36</b>	<b>\$6,306.76</b>	<b>\$8,954.76</b>	<b>\$265,078.54</b>

Home Office Indirect Rate= 1.7122  
 Fixed Fee = 8.25%

Note- Fixed Fee calculated using an indirect rate of 1.50



**EXHIBIT A-4 - Amendment No. 2**  
**Project ID 4996-01-78**  
**C Sheboygan, North Ave**  
**Calumet Dr to 15th St**  
**North Ave**  
**Sheboygan County**  
**Consultant Contract Direct Labor Detail**

Classification	Current Rate	Annual Pay Increase Percent	New Pay Rate 2017	New Pay Rate 2018	Date of Annual Increase	% Work At Current Rate	% Work At 2016 Rate	% Work At 2017 Rate	% Work At 2018 Rate	Weighted Average Hourly Rate
Project Manager/Engineer - MRS	\$45.98	0.0%	\$45.98	\$45.98	January 1st	100.00%	0.00%	0.00%	0.00%	\$45.98
Admin. Assistant - CAR	\$19.35	1.7%	\$20.01	\$20.35	January 1st	100.00%	0.00%	0.00%	0.00%	\$19.35

**Project Staff**

Mike Simon (MRS) = project manager  
 Cindy Rowland (CAR) = Admin. Assistant

**Contract Completion Date = May 1, 2019**

**III**

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. October 3, 2016.

Your Committee to whom was referred Gen. Ord. No. 20-16-17 by Alderperson Thiel relating to 15-minute parking limits from 8:00 a.m. to 4:00 p.m. Monday through Friday so as to add the parking limits on the North side of Erie Ave. between North 7th Street and North 8th Street; recommends approving the Ordinance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



6.5

Gen. Ord. No. 20 - 16 - 17. By Alderperson Thiel. September 19, 2016.

AN ORDINANCE relating to 15-minute parking limits from 8:00 a.m. to 4:00 p.m. Monday through Friday so as to add the parking limits on the North side of Erie Ave. between North 7th Street and North 8th Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized", the north side of Erie Avenue from 30 feet west of the west curb line of North 7<sup>th</sup> Street to 116 feet west of the west curb line of North 7<sup>th</sup> Street is hereby added to the list of locations where parking is limited to 15 minutes from 8:00 a.m. to 4:00 p.m. Monday through Friday.

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

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

*PP+S  
approve*

*Rosemarie Kester*

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



50

Boomerang basket

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC PROTECTION & SAFETY COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** An Ordinance to create a fifteen-minute parking zone on Erie Avenue (northside of street) between North 8<sup>th</sup> Street and North 7<sup>th</sup> Street. This parking zone would be located in front of the businesses at 708 and 710 Erie Avenue.

---

**REPORT PREPARED BY:** Ryan Sazama, City Engineer

---

**REPORT DATE:** September 16, 2016

**MEETING DATE:** September 27, 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:**

A request from the business owner to create a fifteen-minute parking zone on Erie Avenue (northside of street) between N. 8<sup>th</sup> Street and N. 7<sup>th</sup> Street. This business is an Adult Day Care facility that has numerous drop offs and pick-ups of individuals using this facility.

**STAFF COMMENTS:**

Approve the requested parking time zone. This request will have minimal impact to other businesses on this section of Erie Avenue. The parking request is from 8:00 am to 4:00 pm Monday through Friday.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve the requested parking time zone change.

**ATTACHMENTS:**

- I. G.O. \_\_-16-17

**IX**

R. C. No.           - 16 - 17          . By SALARIES AND GRIEVANCES. October 3, 2016.

Your Committee to whom was referred Gen. Ord. No. 21-16-17 by Alderpersons Donohue, Heidemann, Lewandoske, Schneider and Wolf amending the supplement to Section 82-33 of the Sheboygan Municipal Code so as to delete the Part-Time Television Production Producers Specialist and create a Part-Time Television Production Technician WSCS (Wisconsin Sheboygan Community Stations) in the Information Technology Department, for the City of Sheboygan and create a job description; recommends approving the Ordinance.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

~~IX~~

6.2

Gen. Ord. No. 21 - 16 - 17. By Alderpersons Donohue, Heidemann, Lewandoske, Schneider and Wolf. September 19, 2016.

AN ORDINANCE amending the supplement to Section 82-33 of the Sheboygan Municipal Code so as to delete the Part-Time Television Production Producers Specialist and create a Part-Time Television Production Technician WSCS (Wisconsin Sheboygan Community Stations) in the Information Technology Department, for the City of Sheboygan and create a job description.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code and its Supplement, entitled, "List of Classes and Class Specifications," is hereby amended in Section 6 (a) WSCS as follows:

A. CITY HALL DEPARTMENTS

6. INFORMATION TECHNOLOGY

a. WSCS

	Class Grade	NO. Employees
--	----------------	------------------

DELETE:

Part-Time Television Production Producers Specialist	Mkt	1.0
--	-----	-----

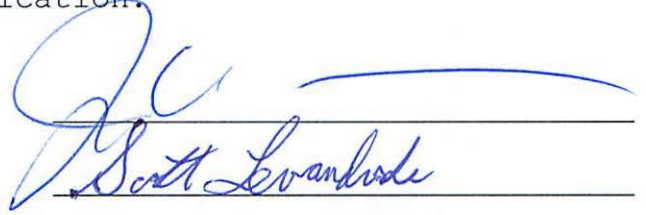
ADD:

Part-Time Television Production Technician	02	1.0
--	----	-----

Section 2. The new job description for the Part-Time Television Production Technician is attached, and copies of which shall be on file in the offices of the City Clerk, City Finance and Human Resources Department.

*Salv Gill*  
*approve*

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 and attached job descriptions shall be in effect from and after its passage and publication.

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



## Job Description

**Job Title:** Part-Time Television Production Technician

**Department:** Information Technology

**Reports To:** Television Program Director

**Classification:** Non-Represented

**Wage:** Salary Grade 2

**Date Issue:** September 1, 2016

## Position Summary

Under administrative direction from the station program director, to coordinate daily activities in programming, operations, and/or on-air promotions in a television station and to assist in its management.

## Essential Duties and Responsibilities:

1. Assists in the selection of and supervises the recording of programs, promotional materials, and satellite feeds.
2. Acts for the station/program manager in his/her absence and at his/her direction.
3. Consults with station/program manager on programming and program-schedule matters.
4. Interviews the public to ascertain the programming needs of the local coverage area and maintains records of programming meeting those needs.
5. Coordinates production/operation activities, such as scheduling of facilities, staff, and equipment.
6. Reviews and recommends the purchase and scheduling of general-audience (non-instructional) programming.
7. Maintains and updates the FCC mandated Public File, including the quarterly issues report and programming list.
8. Assists the station/program manager in duties and special projects.
9. Trains and supervises paid and volunteer production staff.
10. Performs other related duties as assigned.

## Supervisory Responsibilities:

- Supervises the preparation of the daily program log

- Supervises the library of pre-recorded programs
- Supervises the preparation and distribution of upcoming program listings

### **Qualification Requirements:**

1. Knowledge of the operations of a television station.
2. Knowledge of television programming.
3. Knowledge of television promotion format and presentation.
4. Knowledge of Federal Communications Commission regulations.
5. Knowledge of automated data processing systems.
6. Ability to produce publicity items.
7. Ability to work with the public.

### **Education and/or Experience:**

- A Bachelor's Degree in Broadcast/Communications with experience in video productions, preferable in a local access television environment or any combination of education and experience that provides a high level of knowledge, skills, and abilities.
- Or in lieu of the above credit for university or four-year college training leading to a major in radio/television, broadcasting, communications, or closely/other related fields
- Two years of responsible experience in television, including program/operations, program scheduling, or traffic.

### **Pre-Employment Requirement**

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

### **Language Skills:**

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

### **Reasoning Ability:**

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

### **Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to sit. The employee is occasionally required to stand and walk. The employee must regularly lift and/or move up to 50 pounds.

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.

II

R. O. No.       - 16 - 17. By CITY PLAN COMMISSION. October 3, 2016.

Your Commission to whom was referred Gen. Ord. No. 19-16-17 by Alderperson Draughon and Alderperson Rabe and RO 113-16-17 by City Clerk for the vacation of a portion of the paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 27, 2016, and after due consideration, recommends approval of the General Ordinance and RO.

*Lies over  
to now 7th*

\_\_\_\_\_  
Director of City Development

~~X~~

6.1

Gen. Ord. No. 19 - 16 - 17. By Alderpersons Draughon and Rabe.  
September 19, 2016.

AN ORDINANCE for the vacation of a portion of the paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west.

WHEREAS, application by petition for the paved alley has been properly filed with the City Clerk, and

WHEREAS, said petition was signed by all of the owners of the lots and lands abutting that portion of the paved alley sought to be vacated and by more than one-third of the owners on that portion to be discontinued as described below:

Cole's Subdivision No. 2  
Being the east 200' of a 15' wide alley as platted in Cole's Subdivision No. 2, Block 1. Said alley is adjacent to Lots 1, 2, 3 & 4, Block 1 of said Subdivision and Lots 25, 26, 27 & 28 of Cole's Subdivision, located in the West ½ of the SE ¼ of Section 15, T.15N., R.23E in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 3,000 sq. ft.;

within the block in which it is located, and

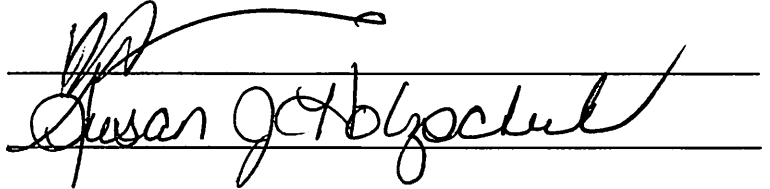
WHEREAS, notice of pendency of said application has been duly filed in the office of the Register of Deeds for Sheboygan County, Wisconsin, according to law.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. A portion of the paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west is hereby VACATED AND DISCONTINUED.

*City Plan*

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.

  
Susan J. Hoyer

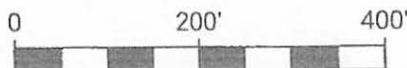
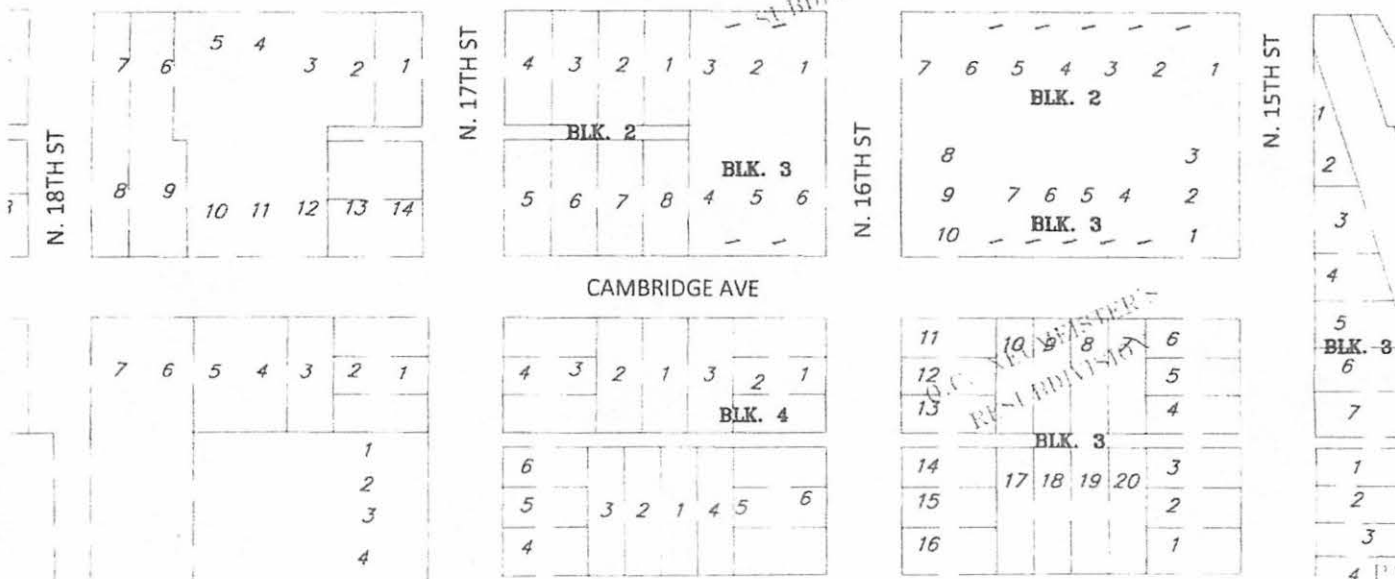
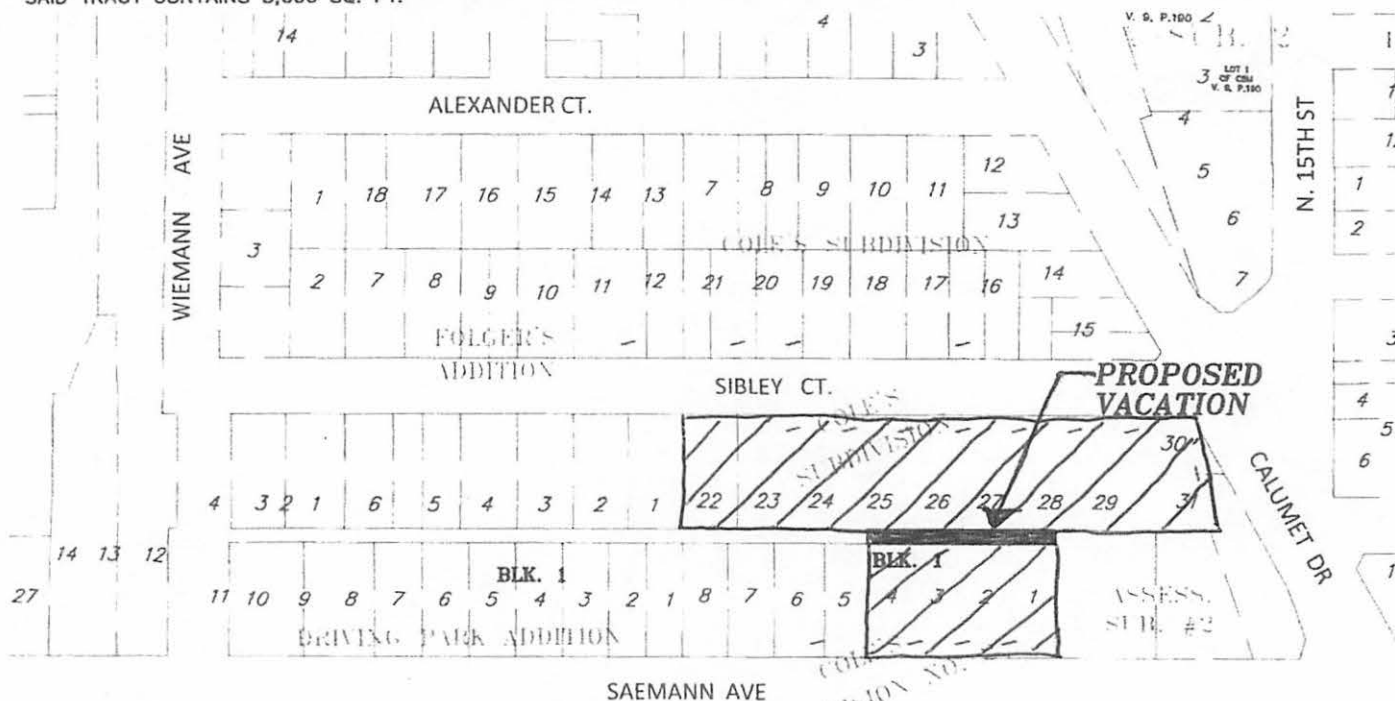
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# PROPOSED ALLEY VACATION COLE'S SUBDIVISION NO. 2 SECTION 15, T. 15 N., R. 23 E.

BEING THE EAST 200' OF A 15' WIDE ALLEY AS PLATTED IN COLE'S SUBDIVISION No. 2, BLOCK 1. SAID ALLEY IS ADJACENT TO LOTS 1, 2, 3 & 4, BLOCK 1 OF SAID SUBDIVISION AND LOTS 25, 26, 27 & 28 OF COLE'S SUBDIVISION, LOCATED IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 3,000 SQ. FT.



II

3.3

R. O. No. 113 - 16 - 17. By CITY CLERK. September 19, 2016.

Submitting a petition for the vacation of a portion of the alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west, signed by the owners of all the lots and lands abutting that portion of the alley sought to be vacated and the owners of more than 1/3 of that portion of the remainder thereof.

*City Plan*

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City Clerk

SEP 7 '16 PM 2:41

# Petition

To the Mayor and Common Council of the City of Sheboygan:

The petition of the undersigned residents of said city respectfully represents:

That your petitioners are residents of said city, or own property in said city at the address recorded below after their several names.

They petition your honorable body to vacate the section of city owned alley defined as follows:

“Being the east 200’ of a 15’ wide alley as platted in Cole’s subdivision No. 2, Block 1. Said alley is adjacent to lots 1, 2, 3 and 4, block 1 of said subdivision and lots 25, 26, 27 and 28 of Cole’s subdivision, located in the West ½ of the SE ¼ of section 15, T. 15N., R. 23 E. in the City of Sheboygan, Sheboygan County, Sate of Wisconsin. Said tract contains 3000 square feet.”

Ownership of this property will be turned over to Paper Box and Specialty Company, 1505 Sibley Ct., Sheboygan WI, 53081 for further expansion of their manufacturing operations.

See attached signatures of affected property owners and map of proposed vacation.

Respectfully submitted,

Joseph VanDerPuy  
Owner, Paper Box and Specialty Company

Receipt No.: 169	Date: 9/7/16
Received From: Joseph VanDerPuy - Paper Box & Specialty Co	
Payment For: Recording "Notice of Pendingcy of an Application to Vacate"	
Amount: 30 <sup>00</sup>	
CASH	<input checked="" type="checkbox"/> CHECK
Received by: JHB	

SCF-4693

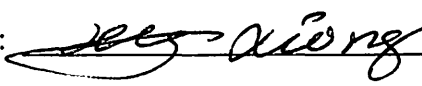
900-946-8311

**Proposal**

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

**Approval**

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed:  Date: 8/20/16  
Address of property owned by Signatory: 1618 Saemann

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If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: \_\_\_\_\_

**Proposal**

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

**Approval**

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed:  Date: 8-21-2014

Address of property owned by Signatory: 1628 SAEMANN AVE  
SHEBOYGAN WI 53081

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: \_\_\_\_\_

**Proposal**

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

**Approval**

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Bertrice Garski Date: 8/19/2014

Address of property owned by Signatory: 1712 Saemann ave

\_\_\_\_\_  
If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: \_\_\_\_\_

**Proposal**

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

**Approval**

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed:  Date: 8/23/16

Address of property owned by Signatory: 1110 Saemann Ave  
Sheboygan, WI 53081

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: \_\_\_\_\_

**Proposal**

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

**Approval**

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Address of property owned by Signatory: \_\_\_\_\_

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: \_\_\_\_\_

**Proposal**

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

**Approval**

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Dennis & Sheron Kammerzell Date: 8-20-16

Address of property owned by Signatory: \_\_\_\_\_

1634 Saemann Ave. Sheboygan, WI 53081

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: \_\_\_\_\_



**Proposal**

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

**Approval**

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Robert Costello Date: 8/18/14

Address of property owned by Signatory: \_\_\_\_\_  
1602 SAEMANN AVG

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: \_\_\_\_\_

**Proposal**

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

**Approval**

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed:  Date: 8-11-2016

Address of property owned by Signatory: 1705 Sibley Court

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If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: \_\_\_\_\_

**Proposal**

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

**Approval**

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Ashelle Sabert Date: 8/16/16

Address of property owned by Signatory: 1540 Saemann Ave  
Sheboygan

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: Owner

**Proposal**

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

**Approval**

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Howard Benin Date: 8-12-16

Address of property owned by Signatory: 1702-1702 A -1704  
1704 A Saemann AV

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: \_\_\_\_\_

**Proposal**

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

**Approval**

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Jennifer Cox Date: 8/7/16

Address of property owned by Signatory: 1624 Saemann Ave

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If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: \_\_\_\_\_

**Proposal**

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

**Approval**

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Paul Meyer Date: 8.7.16

Address of property owned by Signatory: 1637 - 1639 Sibley Court,  
Sheboygan, WI.

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: Owner

CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 161522

License No: 0000

Date: 09/07/2016

Received By: MMD

Received From: JOSEPH VANDERPUY

Memo: VACATION PAPER BOX

Method of Payment: \$125.00 Check No. 26211

Total Received: \$125.00

<u>Fee Description</u>	<u>Fee</u>
Vacation Request	125.00

This document signifies receipt of fees in the amount indicated above.

II

R. O. No.       - 16 - 17. By CITY CLERK. October 3, 2016.

Submitting a communication from Carol Lutz of Rockets for Schools requesting three of the City days for the 2017 and three of the City days for the 2018 Rockets for Schools Event at Blue Harbor.

*Inance*

---

City Clerk



# ROCKETS FOR SCHOOLS

## Spaceport Sheboygan

Proudly  
Sponsored By:



September 14, 2016

Miss Sue Richards, City Clerk  
828 Center Avenue, 2<sup>nd</sup> Floor  
Sheboygan, Wisconsin 53081

Dear Miss Richards:

On behalf of the Rockets for Schools Board of Directors, my husband Randy and I along with our co-directors, Kenny Bergschultz and Brian Ewenson, we would like to take this opportunity to thank you Miss Richards, along with Mayor Vandersteen and the City of Sheboygan for all of the support that we so graciously received in the past.

As you know, this program is a unique educational activity designed to foster an interest in math, science and engineering in our students through their intrinsic interest in rocketry and space travel.

At this time, we are requesting three of the City Days for the 2017; and three of the City Days for 2018 Rockets for Schools Event. Blue Harbor gave Rockets for Schools the following days: Thursday, May 11<sup>th</sup>; Friday, May 12<sup>th</sup>; and Saturday, May 13<sup>th</sup>, for the 2017 event; and Thursday, May 10<sup>th</sup>, Friday, May 11<sup>th</sup> and Saturday, May 12<sup>th</sup>, for the 2018 event.

We would like to thank The City of Sheboygan for their continuous support of the Rockets for Schools Program.

If you have any questions or need us to speak to the council, please give us a call at 920.980.7760. Thank you for your help.

Sincerely,

A handwritten signature in black ink that reads "Carol Lutz".

Carol Lutz  
Rockets for Schools

CC: Mayor Vandersteen

# ROUNDS FOR BOUNDED

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*[Handwritten signature]*

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**II**

R. O. No. \_\_\_\_\_ - 16 - 17. By CITY ADMINISTRATOR. October 3, 2016.

As part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2017 and outstanding debt as of December 31, 2016 is submitted for your information.

*Finance*

\_\_\_\_\_  
City Administrator

**2017 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS**

	Estimated Fund Balance Dec. 31, 2016	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2017
General Fund	\$21,556,234	\$20,627,410	\$15,233,665	\$36,075,791	\$21,341,518
Special Revenue	1,833,600	7,757,393	2,415,741	10,931,045	1,075,689
Debt Service	7,702,517	4,801,716	2,886,889	7,724,880	7,666,242
Capital Improvements	2,523,680	19,247,109	1,102,507	19,334,271	3,539,025
Enterprise	17,592,419	19,586,694	511,547	17,751,550	19,939,110
Internal Service	16,689,120	11,570,193	0	12,040,662	16,218,651
Fiduciary	2,088,800	20,195	0	2,000	2,106,995
<b>Total</b>	<b>\$69,986,370</b>	<b>\$83,610,710</b>	<b>\$22,150,349</b>	<b>\$103,860,199</b>	<b>\$71,887,230</b>

**CITY OF SHEBOYGAN  
OUTSTANDING DEBT AS OF DECEMBER 31, 2016**

Date of Issue	Date of Maturity	Outstanding Jan. 1, 2016	Issued 2016	Payments 2016	Outstanding Dec. 31, 2016	
<b><u>GENERAL OBLIGATION BONDED DEBT</u></b>						
G.O. Refunding Bonds - 2006C	7/1/2006	10/1/2022	\$2,675,000	\$0	\$2,675,000	\$0
G.O. Refunding Bonds - 2006D	7/1/2006	10/1/2022	4,900,000	0	4,900,000	0
G.O. Corporate Bonds - 2007B	9/1/2007	10/1/2026	7,300,000	0	275,000	7,025,000
G.O. Refunding Bonds - 2010B	6/7/2010	4/1/2027	5,480,000	0	625,000	4,855,000
G.O. Refunding Bonds - 2010C	10/18/2010	10/1/2010	545,000	0	545,000	0
G.O. Refunding Bonds - 2015	8/4/2015	11/1/2018	2,375,000	0	780,000	1,595,000
G.O. Refunding Bonds - 2016C	8/25/2016	10/1/2022	0	2,720,000	0	2,720,000
<b>Total General Obligation Bonded Debt</b>			<b>\$23,275,000</b>	<b>\$2,720,000</b>	<b>\$9,800,000</b>	<b>\$16,195,000</b>
<b><u>GENERAL OBLIGATION LONG TERM NOTES</u></b>						
DNR Seawall Loan	12/23/2002	12/15/2023	560,903	0	80,129	480,774
DNR Land Recycling Loan	4/14/2004	5/1/2023	318,580	0	39,822	278,758
State Trust Fund Loan	7/5/2006	3/15/2016	25,774	0	25,774	0
G.O. Promissory Notes - 2010A	6/7/2010	4/1/2020	1,090,000	0	205,000	885,000
G.O. Promissory Notes - 2011A	9/29/2011	10/1/2016	135,000	0	135,000	0
G.O. Promissory Notes - 2012A	5/10/2012	4/1/2022	3,360,000	0	450,000	2,910,000
G.O. Promissory Notes - 2015	8/4/2015	10/1/2024	4,310,000	0	1,150,000	3,160,000
G.O. Promissory Notes - 2016A	4/20/2016	10/1/2025	0	3,400,000	0	3,400,000
G.O. Promissory Notes - 2016B	4/20/2016	10/1/2025	0	7,525,000	0	7,525,000
<b>Total General Obligation Notes</b>			<b>\$9,800,257</b>	<b>\$10,925,000</b>	<b>\$2,085,725</b>	<b>\$18,639,532</b>
<b><u>MORTGAGE NOTES</u></b>						
SDC Mortgage Notes	1/16/1995	Unknown	225,000	0	0	225,000
<b>TOTAL DEBT OUTSTANDING</b>			<b>\$33,300,257</b>	<b>\$13,645,000</b>	<b>\$11,885,725</b>	<b>\$35,059,532</b>

III

R. O. No.        - 16 - 17. By CITY CLERK. October 3, 2016.

Submitting a claim from Tomas and Olivia Aguillon for alleged damages to their basement when water came in through the sewer.

*Finance*

\_\_\_\_\_  
City Clerk

DATE RECEIVED 9-19-16

RECEIVED BY MD

CLAIM NO. 14-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

SEP 19 '16 PM 3:39

- 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: Tomas & Olivia Aguilon

2. Home address of Claimant: 1912 Custer Ave Sheboygan WI 53081

3. Home phone number: (920) 694-1323

4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 9/9/16

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

7. How did damage or injury occur? (give full description) Water came in the basement through the sewer.

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

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

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

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: Yes damage on walls from flooding water.

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



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").

Water left a ring around the walls of basement.

11. Name and address of any other person injured: 0

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

Auto:

\$ 0

Property:

\$ 210.<sup>00</sup> Receipt Given

Personal injury:

\$ 0

Other: (Specify below

\$ 0

**TOTAL** \$

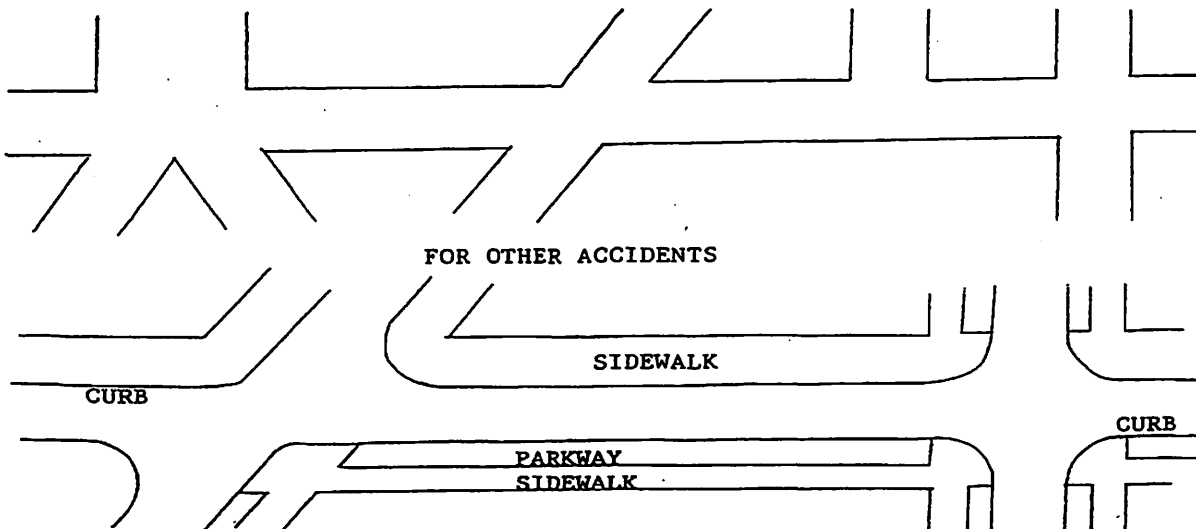
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



SIGNATURE OF CLAIMANT \_\_\_\_\_ DATE \_\_\_\_\_

DATE RECEIVED

9-19-16

RECEIVED BY

MD

CLAIM NO.

14-16

CLAIM

Claimant's Name:

Olivia Auguillon

Auto

\$

0

Claimant's Address:

1912 Custer Ave  
Sheboygan WI 53081

Property

\$

210.00

Claimant's Phone No.

920-694-1323

Personal Injury

\$

0

Other (Specify below)

\$

0

TOTAL

\$

210.00

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 \$ 210.00.

SIGNED

Olivia Auguillon

DATE:

9-18-16

ADDRESS:

1912 Custer Ave.

Sheboygan WI 53081

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



EDGEWATER  
PLUMBING

1416 Kentucky Avenue  
Sheboygan, WI 53081  
920-452-7586

NAME <i>Olivia Aguillon</i>		DATE <i>9/9/16</i>
ADDRESS <i>1912 Custer Ave</i>		
PHONE <i>Sheboygan, WI 608-0613</i>		

SOLD BY	CASH <input checked="" type="checkbox"/>	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D
---------	--	--------	--------	----------	-------------

QTY.	DESCRIPTION	AMOUNT
<i>1.0</i>	<i>Main Cable</i>	<i>125.00</i>
<i>1.0</i>	<i>85 min hour</i>	<i>+85</i>
		<i>210.00</i>
	<i>(Jeremiah) Owner</i>	
	<i>Paid in full</i>	
	<i>Check # 3044</i>	
	<i>Cabled out 100</i>	
	<i>to city main.</i>	
	<i>City main backed up</i>	
	<i>Armando 920-334-5524</i>	
		TAX

RECEIVED BY <i>Armando</i>	TOTAL	<i>\$210.00</i>
<i>4838</i>	THANK YOU	

All claims and returned goods MUST be accompanied by this bill.

Inundacion del  
Basement



State Farm  
P.O. Box 106169  
Atlanta, GA 30348-6169  
Fax: 1-844-236-3646

## Structural Damage Claim Policy

When you have a covered structural damage claim to your real property, you should know:

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- If you select a contractor whose estimate is the same as or lower than our estimate, based on the same scope of damages, we will pay based upon their estimate. If your contractor's estimate is higher than ours, you should contact your claim representative prior to beginning repairs.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.



## Building Estimate Summary Guide

This summary guide is based on a sample estimate and is provided for reference only.

Please refer to the estimate for specifics of your claim.

### State Farm Insurance

Insured: Smith, Joe & Jane	Estimate: 00-0000-000
Property: 1 Main Street	Claim number: 00-0000-000
Anywhere, IL 00000-0000	Policy Number: 00-00-0000-0
Type of Loss: Other	Price List: ILBL8F_MAR 13
Deductible: \$1,000.00	Restoration/Service/ Remodel F = Factored In, D = Do Not Apply

### Summary for Dwelling

Line Item Total [1]		5,953.10
Material Sales Tax	@ 10.000% x 1,520.00	
Subtotal		6,105.10
General Contractor Overhead [2]	@ 10.0% x 6,105.10	610.51
General Contractor Profit	@ 10.0% x 6,105.10	
Replacement Cost Value (Including General Contractor Overhead and Profit [3])		7,326.12
Less Depreciation (Including Taxes) [4]		(832.50)
Less General Contractor Overhead & Profit on Recoverable & Non - recoverable Depreciation		(166.50)
Less Deductible [5]		
Net Actual Cash Value Payment [6]		

### Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes) [4]	832.50	
Less Non - recoverable Depreciation (Including Taxes) [7]		
Subtotal		312.50
General Contractor O&P on Depreciation	166.50	
Less General Contractor O&P on Non - recoverable Depreciation		
Subtotal		
Total Maximum Additional Amounts Available If Incurred [8]		
Total Amount of Claim If Incurred [9]		

Claim Representative \_\_\_\_\_

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

1. **Line Item Total** – Total value of all line items in the estimate plus possible adjustments for *labor minimums*. *Labor Minimum* is to cover a certain minimum number of hours for drive-time, set up time and applicable administrative costs and repairs.
2. **General Contractor's Overhead and Profit** – General contractor's charge for coordinating your repairs.
3. **Replacement Cost Value (RCV)** – Estimated cost to repair or replace damaged property.
4. **Depreciation** – The decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence. A portion or all of this amount may be eligible for replacement cost benefits.
5. **Deductible** – The insurer will pay for losses, up to the policy limits, in excess of your applicable deductible.
6. **Net Actual Cash Value Payment (ACV)** – The repair or replacement cost of the damaged part of the property less *depreciation* and *deductible*.
7. **Non Recoverable Depreciation** – *Depreciation* applied to items that are not eligible for replacement cost benefits.
8. **Total Maximum Additional Amount if Incurred** – Total amount of recoverable depreciation after actual repair or replacement of the property.
9. **Total Amount of Claim if Incurred** – Total amount of the claim, including *net actual cash value payment* and *total maximum additional amount available if incurred*.

State Farm

AGUILLON, OLIVIA

49-969S-150

Insured: AGUILLON, OLIVIA  
 Property: 1912 Custer Ave  
 Sheboygan, WI 53081-6130  
 Home: 920-694-1323  
 Cellular: 920-698-0613  
 Type of Loss: Backup of Sewer or Drain  
 Deductible: \$1,325.00  
 Date of Loss: 9/9/2016

Estimate: 49-969S-150  
 Claim Number: 49969S150  
 Policy Number: 49-EY-2036-0  
 Price List: WIAP28\_SEP16  
 Restoration/Service/Remodel

Summary for Coverage A - Dwelling - 47 Sewer and Drain Loss

Line Item Total	3,435.10
Material Sales Tax	6.15
Services Mat'l Tax	1.45
Subtotal	3,442.70
General Contractor Overhead	344.31
General Contractor Profit	344.31
Service Sales Tax	140.30
Replacement Cost Value (Including General Contractor Overhead and Profit)	4,271.62
Less Depreciation (Including Taxes)	(3.50)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(0.70)
Less Deductible	(1,325.00)
Net Actual Cash Value Payment	\$2,942.42

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	3.50
General Contractor O&P on Depreciation	0.70
Replacement Cost Benefits	4.20
Total Maximum Additional Amount Available If Incurred	4.20
Total Amount of Claim If Incurred	\$2,946.62

Dean, Sue  
 844-458-4300

**ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.**

Please be advised any legal action concerning this claim must be initiated within 1 year from the date of loss.

The estimate includes labor and equipment to mitigate the water damage to your property. A Water Mitigation Company is recommended to assist in the mitigation of your damage. Should you choose to solicit the service of a Water Mitigation Company, the related mitigation labor and equipment in this estimate is to be applied toward their services. Any additional charges should be submitted to State Farm for review.

**Explanation of Building Replacement Cost Benefits**  
**Homeowner Policy**  
**Coverage A - Dwelling - 47 Sewer and Drain Loss**

To: Name: AGUILLON, OLIVIA  
Address: 1912 Custer Ave  
City: Sheboygan  
State/Zip: WI, 53081-6130

Insured: AGUILLON, OLIVIA  
Date of Loss: 9/9/2016

Claim Number: 49969S150  
Cause of Loss: DRAIN BCK

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property within two years of the date of loss; and
2. Notify us within 30 days after the work has been completed.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

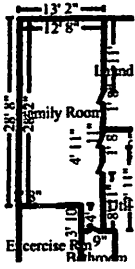
Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is \$4,271.62 . The enclosed claim payment to you of \$2,942.42 is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is \$ 4.20 .

*If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.*

All policy provisions apply to your claim.

Main Level



**Family Room**

**Height: 7'**

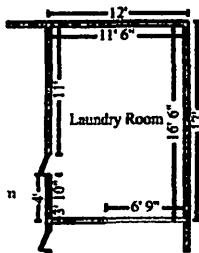
607.11 SF Walls	369.11 SF Ceiling
976.22 SF Walls & Ceiling	369.11 SF Floor
89.67 LF Ceil. Perimeter	86.58 LF Floor Perimeter

Missing Wall - Goes to Floor

3' 1" X 6' 8"

Opens into EXCERCISE\_RM

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
53. Air mover (per 24 hour period) - No monitoring							
12.00 EA	25.36	18.26	60.86	383.44			383.44
54. Dehumidifier (per 24 hour period) - No monitoring							
3.00 EA	54.57	9.83	32.74	206.28			206.28
1. Content Manipulation charge - per hour							
3.00 HR	34.50	0.00	20.70	124.20			124.20
17. Water extraction from hard surface floor - Cat 3 water							
369.11 SF	0.69	15.28	50.94	320.91			320.91
9. Apply anti-microbial agent							
369.11 SF	0.20	5.01	14.88	93.71			93.71
16. Clean baseboard							
86.58 LF	0.22	1.14	3.82	24.01			24.01
7. Clean floor							
369.11 SF	0.26	5.76	19.20	120.93			120.93
<b>Totals: Family Room</b>		<b>55.28</b>	<b>203.14</b>	<b>1,273.48</b>		<b>0.00</b>	<b>1,273.48</b>



**Laundry Room**

**Height: 7'**

347.00 SF Walls	189.75 SF Ceiling
536.75 SF Walls & Ceiling	189.75 SF Floor
56.00 LF Ceil. Perimeter	49.25 LF Floor Perimeter

Missing Wall - Goes to Floor

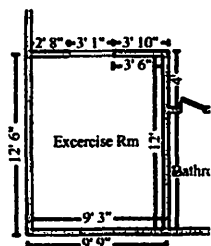
6' 9" X 6' 8"

Opens into UTILITY\_ROOM

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
55. Air mover (per 24 hour period) - No monitoring							
6.00 EA	25.36	9.13	30.44	191.73			191.73
38. Content Manipulation charge - per hour							
2.00 HR	34.50	0.00	13.80	82.80			82.80

CONTINUED - Laundry Room

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
39. Water extraction from hard surface floor - Cat 3 water							
189.75 SF	0.69	7.86	26.18	164.97			164.97
40. Apply anti-microbial agent							
189.75 SF	0.20	2.57	7.66	48.18			48.18
41. Clean floor							
189.75 SF	0.26	2.96	9.86	62.16			62.16
<b>Totals: Laundry Room</b>		<b>22.52</b>	<b>87.94</b>	<b>549.84</b>		<b>0.00</b>	<b>549.84</b>



Excercise Rm

Height: 7'

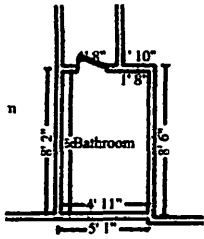
276.94 SF Walls	111.00 SF Ceiling
387.94 SF Walls & Ceiling	111.00 SF Floor
42.50 LF Ceil. Perimeter	39.42 LF Floor Perimeter

Missing Wall - Goes to Floor

3' 1" X 6' 8"

Opens into FAMILY\_ROOM

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
56. Air mover (per 24 hour period) - No monitoring							
6.00 EA	25.36	9.13	30.44	191.73			191.73
22. Content Manipulation charge - per hour							
2.00 HR	34.50	0.00	13.80	82.80			82.80
23. Water extraction from hard surface floor - Cat 3 water							
111.00 SF	0.69	4.60	15.32	96.51			96.51
24. Clean floor							
111.00 SF	0.26	1.73	5.78	36.37			36.37
25. Apply anti-microbial agent							
111.00 SF	0.20	1.51	4.48	28.19			28.19
26. Clean baseboard							
39.42 LF	0.22	0.52	1.74	10.93			10.93
<b>Totals: Excercise Rm</b>		<b>17.49</b>	<b>71.56</b>	<b>446.53</b>		<b>0.00</b>	<b>446.53</b>

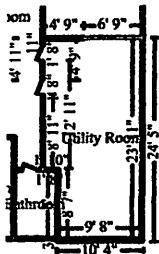


**Bathroom**

Height: 7'

180.83 SF Walls	39.33 SF Ceiling
220.17 SF Walls & Ceiling	39.33 SF Floor
25.83 LF Ceil. Perimeter	25.83 LF Floor Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
57. Air mover (per 24 hour period) - No monitoring							
3.00 EA	25.36	4.56	15.22	95.86			95.86
28. Water extraction from hard surface floor - Cat 3 water							
39.33 SF	0.69	1.63	5.42	34.19			34.19
29. Clean floor							
39.33 SF	0.26	0.61	2.04	12.88			12.88
30. Apply anti-microbial agent							
39.33 SF	0.20	0.54	1.60	10.01			10.01
31. Clean baseboard							
20.83 LF	0.22	0.28	0.92	5.78			5.78
32. R&R Toe kick - pre-finished wood - 1/2"							
2.50 LF	9.04	0.55	4.66	27.81	5/50 yrs Avg.	(2.81) 10.00%	25.00
35. Stain & finish toe-kick							
2.50 LF	0.93	0.02	0.46	2.81	5/15 yrs Avg.	(0.95) 33.33%	1.86
<b>Totals: Bathroom</b>		<b>8.19</b>	<b>30.32</b>	<b>189.34</b>		<b>3.76</b>	<b>185.58</b>



**Utility Room**

Height: 7'

450.83 SF Walls	259.31 SF Ceiling
710.14 SF Walls & Ceiling	259.31 SF Floor
70.83 LF Ceil. Perimeter	64.08 LF Floor Perimeter

Missing Wall - Goes to Floor

6' 9" X 6' 8"

Opens into LAUNDRY\_ROOM

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
42. Content Manipulation charge - per hour							
4.00 HR	34.50	0.00	27.60	165.60			165.60
58. Air mover (per 24 hour period) - No monitoring							
12.00 EA	25.36	18.26	60.86	383.44			383.44

**State Farm**

AGUILLON, OLIVIA

49-969S-150

**CONTINUED - Utility Room**

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
<b>43. Water extraction from hard surface floor - Cat 3 water</b>							
259.31 SF	0.69	10.74	35.78	225.44			225.44
<b>44. Apply anti-microbial agent</b>							
259.31 SF	0.20	3.52	10.46	65.84			65.84
<b>45. Clean floor</b>							
259.31 SF	0.26	4.04	13.48	84.94			84.94
<b>48. Paneling</b>							
140.00 SF	1.82	4.62	51.88	311.30			311.30
<b>46. Remove Paneling</b>							
140.00 SF	0.24	0.00	6.72	40.32			40.32
Includes: Paneling, construction adhesive, finish nails, and installation labor.							
<b>49. R&amp;R Baseboard - 2 1/4"</b>							
24.00 LF	2.32	0.96	11.34	67.98	1/150 yrs Avg.	(0.44) 0.67%	67.54
Includes: Baseboard, finish nails, and installation labor. Labor cost to remove baseboard and to discard in a job-site waste receptacle.							
<b>59. Haul debris - per pickup truck load - including dump fees</b>							
1.00 EA	110.32	0.00	22.06	132.38			132.38
<b>Totals: Utility Room</b>		<b>42.14</b>	<b>240.18</b>	<b>1,477.24</b>		<b>0.44</b>	<b>1,476.80</b>
<b>Area Totals: Main Level</b>							
1,862.72 SF Walls			968.50 SF Ceiling			2,831.22 SF Walls and Ceiling	
968.50 SF Floor			1,038.61 Total Area			265.17 LF Floor Perimeter	
968.50 Floor Area			133.17 Exterior Perimeter of Walls			284.83 LF Ceil. Perimeter	
1,065.33 Exterior Wall Area						1,862.72 Interior Wall Area	
<b>Total: Main Level</b>		<b>145.62</b>	<b>633.14</b>	<b>3,936.43</b>		<b>4.20</b>	<b>3,932.23</b>

**Labor Minimums Applied**

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
<b>* 21. Cleaning labor minimum</b>							
1.00 EA	37.93	2.28	7.58	47.79			47.79
<b>* 34. Cabinetry labor minimum</b>							
1.00 EA	118.26	0.00	23.66	141.92			141.92
<b>* 37. Painting labor minimum</b>							
1.00 EA	121.24	0.00	24.24	145.48			145.48
<b>Totals: Labor Minimums Applied</b>		<b>2.28</b>	<b>55.48</b>	<b>335.19</b>		<b>0.00</b>	<b>335.19</b>

**State Farm**

AGUILLON, OLIVIA

49-969S-150

**Line Item Totals: 49-969S-150**

**147.90**

**688.62**

**4,271.62**

**4.20**

**4,267.42**

**Grand Total Areas:**

1,862.72 SF Walls

968.50 SF Ceiling

2,831.22 SF Walls and Ceiling

968.50 SF Floor

265.17 LF Floor Perimeter

284.83 LF Ceil. Perimeter

968.50 Floor Area

1,038.61 Total Area

1,862.72 Interior Wall Area

1,065.33 Exterior Wall Area

133.17 Exterior Perimeter of  
Walls

II

R. O. No.       - 16 - 17. By CITY CLERK. October 3, 2016.

Submitting a communication from Alexis Torres requesting a waiver to the Sex Offender Residency restrictions in order to live at 1433 Erie Ave.

PP+S

---

City Clerk

SEP 22 '16 PM12:03

Date: September 22<sup>nd</sup>, 2016

My name is: Alexis Torres

I am requesting a waiver to the Sexual Residency Requirements so I may live at:  
1433 Erie Avenue

Signature: Alexis Torres

Phone Number: (920) 453-8399

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

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

Thank you for all your cooperation in the matter.

100' 100' 100'

100' 100' 100'

100' 100' 100'

100' 100' 100'

II

R. O. No.        - 16 - 17. By CITY CLERK. October 3, 2016.

Submitting a communication from Timothy Johnnies requesting a waiver to the Sex Offender Residency restrictions in order to live at 910 Indiana Ave.

*ppdB*

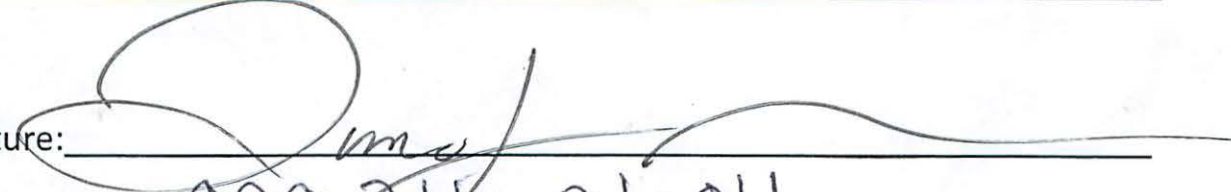
\_\_\_\_\_  
City Clerk

Date: 09/15/2016

My name is: Timothy Johnnie S

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

8th St and Indiana Ave) (910 Indiana Ave)  
Sheboygan WI 53081

Signature: 

Phone Number: 920 316 2604

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

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

Thank you for all your cooperation in the matter.

II

R. O. No.       - 16 - 17. By CITY CLERK. October 3, 2016.

Submitting a communication along with a petition from Kelly Schillingowski et al. requesting that the one-hour parking signs be removed near Lincoln Ave. between 10<sup>th</sup> and 11<sup>th</sup> Streets.

PPS

\_\_\_\_\_  
City Clerk

SEP 21 '16 AM 8:40

Kelly Schillingowski  
1027 Lincoln Avenue  
Sheboygan, WI 53081  
920-457-0675  
Schillingowski@sbcglobal.net  
September 19, 2016

City of Sheboygan  
City Clerk's Office  
828 Center Avenue  
Sheboygan, WI 53081

Dear City of Sheboygan:

I am writing in regards to the 1 Hour parking signs on my street. There is limited parking on my street, and there is a 1-hour parking sign near my home that was intended for the former, The Book Store, and it was intended for the three parking spots in front of The Book Store. There are also two signs near 10<sup>th</sup> and Lincoln which are also confusing, they are placed very close to each other, with one sign having two arrows for 1-hour parking and the other with an arrow pointing in one direction saying 1-hour parking from here to corner. Lincoln Avenue has parking on only one side of the street which adds to the limited parking. This is the only street on Lincoln Avenue that has these type of signs. I am asking, and my neighbors are asking to have the 1-hour parking signs removed. To my knowledge it is only the resident's that live here that have been ticketed, there is a tavern here on Lincoln avenue where customers park for many hours and are never ticketed.

I am sending along a petition signed by myself and my neighbors that live on Lincoln Avenue between 10<sup>th</sup> and 11<sup>th</sup> street in hopes of having the 1hour parking signs removed.

Thank You,

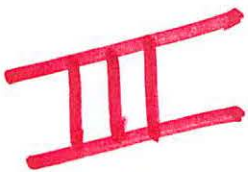
Kelly Schillingowski



Removal of Parking Restriction Signs, or modifications to the One Hour Parking, with possible Parking Permit for resident's on the street between, 10<sup>th</sup> and 11th on Lincoln Avenue.

Name	Phone Number	Address
Sue Lawrence		1028 Lincoln Ave.
Kara Sprecher	920-254-1675	1031 Lincoln Ave.
Mike Bismuth	457-1086	1032 Lincoln Ave.
<del>Bob</del>	457-3217	1025 " "
Robert Kuba	457-3217	1025 " "
Sam Schillingowski	287-9720	1027 Lincoln Ave
Dave Repinski	451-1085	1015 Lincoln Ave
Dawn Repinski	" "	" "
Nancy Helmer	978-37	1013 " "
Wynne Helmer	" "	" "
Russ Schubert	-	1024 Lincoln Ave
Richard Schillingowski	(920) 457-0675	1027 Lincoln Ave
Kelly Schillingowski	(920) 457-0675	1027 Lincoln Ave
<del>John</del>	920-627-0335	1020 Lincoln Ave
Jude Mun	920-254-8357	1020 Lincoln Ave





Res. No.     - 16 - 17. By Alderpersons Heidemann, Lewandoske and Schneider. October 3, 2016.

A RESOLUTION adopting certain changes to the City's Dental Benefit Plan effective for calendar year 2017 coverage and establishing the monthly premium equivalent rates effective for January 2017 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Dental Benefit Plan effective for calendar year 2017 are hereby adopted:

Effective January 1, 2017, all eligible employees will have an option to participate in a Dental insurance plan:

1) The plan shall include a \$25 deductible per person (up to a maximum of \$75 per family) on non-routine services, and a \$1,500 maximum benefit per person.

2) The monthly employee premium equivalent rates for permanent, full-time employees shall be:

- \$ 6.79 for single coverage
- \$ 13.70 for employee plus spouse
- \$ 15.30 for employee plus child/ren
- \$ 22.49 for family coverage

3) The monthly employee premium equivalent rates for permanent, part-time employees who work between 20-39 hours per week shall be:

- \$ 22.62 for single coverage
- \$ 45.65 for employee plus spouse
- \$ 51.01 for employee plus child/ren
- \$ 74.96 for family coverage

*suspend*

*Res pass*

BE IT FURTHER RESOLVED: That said changes and rates shall not supersede the provisions contained within any applicable collective bargaining agreements.

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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 Alderperson Donohue. October 3, 2016.

A RESOLUTION authorizing the execution of a utility/sidewalk easement in Lot 10, South Pier Plat for the purposing of installing sidewalk along the southern edge of South Pier Drive.

WHEREAS: the proposed land is ground leased to Blue Harbor Resort and Conference Center, and

RESOLVED: Blue Harbor Resort has consented to the utility/sidewalk easement to construct new parallel parking and sidewalk between Blue Harbor Drive and the South Pier Drive cul-de-sac.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

*1 suspend  
1 Res pass*

\_\_\_\_\_

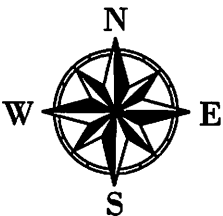
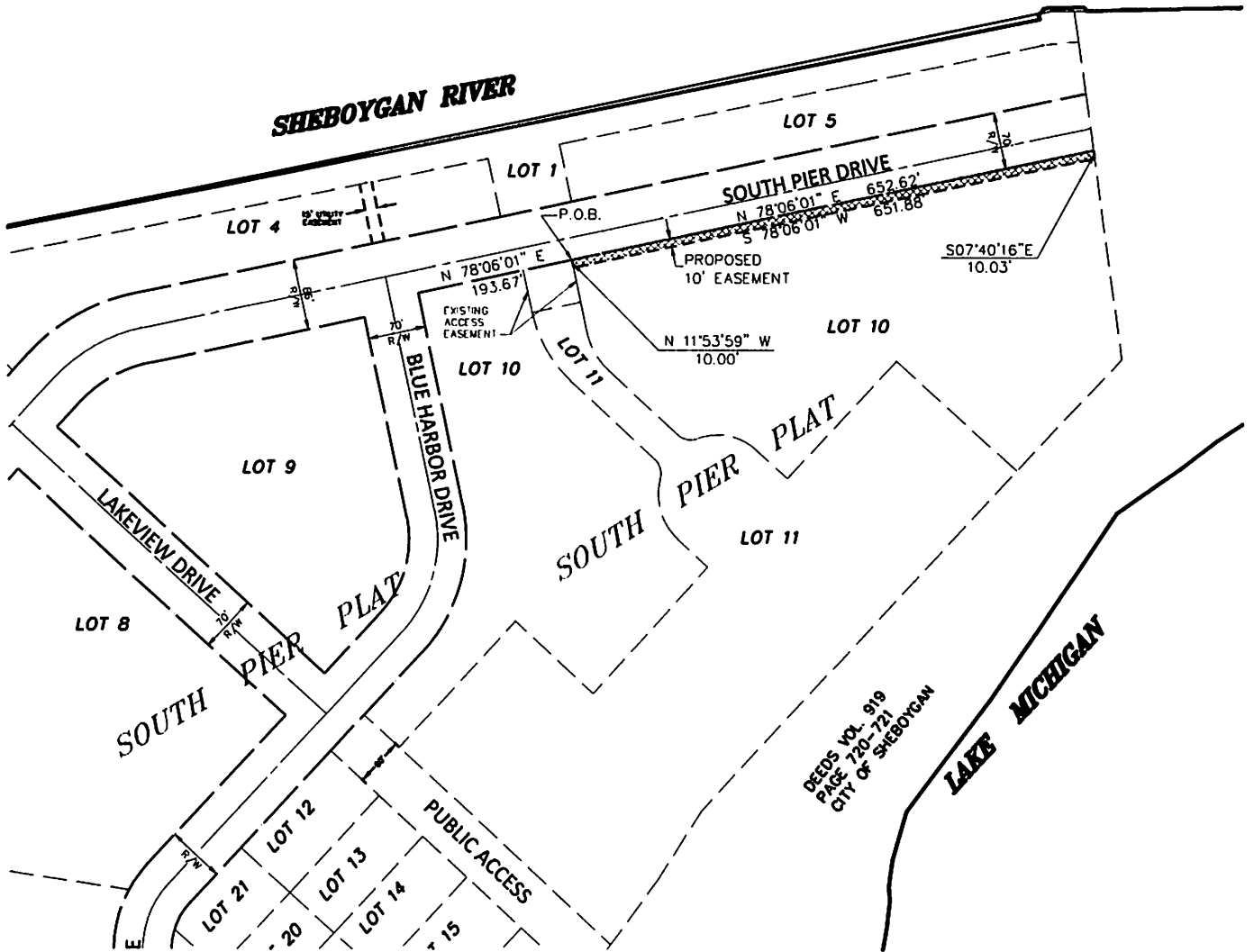
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

# PROPOSED UTILITY/SIDEWALK EASEMENT IN LOT 10, SOUTH PIER PLAT SECTION 23, T. 15 N., R. 23 E.

BEING PART OF LOT 10 OF THE SOUTH PIER PLAT, LOCATED IN THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 23, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 OF THE SOUTH PIER PLAT, SAID CORNER BEING THE INTERSECTION OF THE EAST R/W LINE OF BLUE HARBOR DRIVE WITH THE SOUTH R/W LINE OF SOUTH PIER DRIVE, THENCE N 78°06'01" E ALONG SAID SOUTH R/W LINE, 193.67' TO THE POINT OF BEGINNING, THENCE CONTINUING N 78°06'01" E ALONG SAID SOUTH R/W LINE 652.62' TO THE NORTHEAST CORNER OF SAID LOT 10, THENCE S 07°40'16" E ALONG THE EAST LINE OF SAID LOT 10, 10.03', THENCE S 78°06'01" W 651.88', THENCE N 11°53'59" W 10.00' TO THE SOUTH R/W LINE OF SOUTH PIER DRIVE AND THE POINT OF BEGINNING. SAID TRACT CONTAINS 6,522.53 SQ. FT.



**III**

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Bohren. October 3, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2016 Budget for the purposes of:

Establish appropriation for settlement of the NRFC Memorial Holdings, LLC for a refund of excessive 2014 real estate taxes:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Unreserved Fund Balance 101-253000	General Fund Finance Department Tax roll Adjustment 10115100-590250	\$88,000

*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

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. October 3, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated April 11, 2016), I.D. 4996-01-72/73 for design and construction for the Superior Avenue Reconstruction Project from N. Taylor Drive to N. 29<sup>th</sup> St. scheduled for 2019 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the Superior Avenue Reconstruction Project from N. Taylor Drive to N. 29<sup>th</sup> St. for the proposed sum of \$1,137,106 of which the Federal/State share is \$848,545 and of which the City of Sheboygan's share is \$288,561.

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

*Pub Wks*

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



**1<sup>ST</sup> REVISION  
STATE/MUNICIPAL AGREEMENT  
FOR A STATE-LET URBANIZED  
AREA STP-URBAN PROJECT**

*This agreement supersedes the agreement signed by the Municipality on November 12, 2014 and signed by DOT on November 18, 2014.*

**Program Name: STP-Urban**  
**Population Group: 50,000 - 200,000**  
**Sub-program #: 206**

Revised Date: APRIL 11, 2016  
Date: JUNE 6, 2014  
I.D.: 4996-01-72/73  
Road Name: C SHEBOYGAN, SUPERIOR AVE  
Limits: N TAYLOR DRIVE – N 29<sup>TH</sup> STREET  
County: SHEBOYGAN  
Roadway Length: 0.3 MILES  
Functional Classification: MINOR ARTERIAL  
Project Sponsor: CITY OF SHEBOYGAN  
Urbanized Area: SHEBOYGAN MPO

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

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

**NEEDS AND ESTIMATE SUMMARY:**

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

**Existing Facility - Describe and give reason for request:** The existing facility has 2-12 foot lanes with an urban cross section. The existing pavement is concrete and has transverse, longitudinal cracking, and rutting; it was last improved in 1980. There is existing curb and gutter and sidewalk. There is existing spot lighting.

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

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

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

Project design and construction costs are funded with 74.6% federal funding up to a maximum of \$848,545 for all federally-funded project phases when the municipality agrees to provide the remaining 25.4% and all funds in excess of the \$848,545 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

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

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

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
<b>ID 4996-01-72</b>					
Design	\$106,605	\$79,526	74.6%*	\$27,079	25.4% + BAL
State Review	\$35,533	\$26,508	74.6%*	\$9,025	25.4% + BAL
<b>ID 4996-01-73</b>					
Participating Construction	\$888,370	\$662,961	74.6%*	\$225,409	25.4% + BAL
Non-Participating Construction	\$0	\$0	0%	\$0	100%
State Review	\$106,598	\$79,550	74.6%*	\$27,048	25.4% + BAL
<b>Total Est. Cost Distribution</b>	<b>\$1,137,106</b>	<b>\$848,545</b>	<b>N/A</b>	<b>\$288,561</b>	<b>N/A</b>

\*The percentage of project costs covered by federal funding at approval, 74.6%, is based on TIP Committee Action. Due to the federal funding cap, which is \$848,545 for all federally-funded project phases, this percentage may change over the life of the project.

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

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)

Title	Date	Name
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Signed for and in behalf of the State:

Name	Title	Date
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**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

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

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. Preliminary Engineering and design.
  - j. Management Consultant and State Review Services.
- 5. The work will be administered by the State and may include items not eligible for Federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

**MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Real estate for the improvement.
  - i. Other 100% Municipally funded items:
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020. Extensions**

may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

#### **LEGAL RELATIONSHIPS:**

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

#### **PROJECT FUNDING CONDITIONS**

22. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

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

24. The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:
- a. ID 4996-01-72: Design is funded with 74.6% federal funding, when the municipality agrees to provide the remaining 25.4%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 74.6% with federal funding and 25.4% by the Municipality.
  
  - b. ID 4996-01-73: Construction:
    - i. Costs for roadway reconstruction are funded with 74.6% federal funding when the municipality agrees to provide the remaining 25.4%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d).
  
    - ii. Costs for this phase include an estimated amount for state review activities, to be funded 74.6% with federal funding and 25.4% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item d).
  
  - c. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$848,545**. This federal funding cap applies to all federally funded project phases.

[End of Document]

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution Authorizing City Officials to Execute a Revision to the State Municipal Agreement (WI DOT Project 4996-01-72/73) for the Superior Avenue Reconstruction Project from North Taylor Drive to North 29<sup>th</sup> Street between the City of Sheboygan and the State of Wisconsin, Department of Transportation.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** September 28, 2016

**MEETING DATE:** October 3, 2016

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**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

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**BACKGROUND / ANALYSIS:**

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

**STAFF COMMENTS:**

This project is the reconstruction of Superior Avenue from North Taylor Drive to North 29<sup>th</sup> Street. This project is to be constructed in 2019.

**ACTION REQUESTED:**

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

**ATTACHMENTS:**

- I. Res. \_\_\_-16-17
- II. Revised State Municipal Agreement

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. October 3, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (dated April 11, 2016), I.D. 4630-01-78/79 for design and construction for the North Avenue Reconstruction Project from Calumet Drive to N. 15<sup>th</sup> St. scheduled for 2019 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and construction of the North Avenue Reconstruction Project from Calumet Drive to N. 26<sup>th</sup> St. for the proposed sum of \$3,758,656 of which the Federal/State share is \$2,785,851 and of which the City of Sheboygan's share is \$882,175, and Union Pacific share is \$90,900.

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

*Pub. Wks.*

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** September 28, 2016

**MEETING DATE:** October 3, 2016

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**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

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**BACKGROUND / ANALYSIS:**

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

**STAFF COMMENTS:**

This project is the reconstruction of North Avenue from Calumet Drive to North 15<sup>th</sup> Street. This project is to be constructed in 2019.

**ACTION REQUESTED:**

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

**ATTACHMENTS:**

- I. Res. \_\_\_-16-17
- II. Revised State Municipal Agreement



**1<sup>ST</sup> REVISION  
STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET URBANIZED  
AREA STP-URBAN PROJECT**

*This agreement supersedes the agreement signed by the Municipality on November 12, 2014 and signed by DOT on November 18, 2014.*

**Program Name: STP-Urban**  
**Population Group: 50,000 - 200,000**  
**Sub-program #: 206**

Revised Date: APRIL 11, 2016  
Date: JUNE 6, 2014  
I.D.: 4996-01-78/79/80/81  
Road Name: C SHEBOYGAN, NORTH AVE  
Limits: CALUMET DRIVE – 15<sup>TH</sup> STREET  
County: SHEBOYGAN  
Roadway Length: 0.6 MILES  
Functional Classification: MINOR ARTERIAL  
Project Sponsor: CITY OF SHEBOYGAN  
Urbanized Area: SHEBOYGAN MPO

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

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

**NEEDS AND ESTIMATE SUMMARY:**

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

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

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

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

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

Project design and construction costs are funded with 74.1% federal funding up to a maximum of \$2,785,581 for all federally-funded project phases when the municipality agrees to provide the remaining 25.9% and all funds in excess of the \$2,785,581 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will

be notified by the State that the project is authorized and available for charging.

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

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

PHASE	SUMMARY OF COSTS						
	Total Est. Cost	Federal Funds	%	UNION PACIFIC	%	Municipal Funds	%
<b>ID 4996-01-78</b>							
Design	\$356,839	\$267,629	75%*			\$89,210	25% + BAL
State Review	\$89,203	\$66,902	75%*			\$22,301	25% + BAL
<b>ID 4996-01-80 Railroad</b>							
Crossing Surface	\$101,000	\$8,080	8%	\$90,900	90%	\$2,020	2%
<b>ID 4996-01-81 Railroad</b>							
Signals	\$252,500	\$202,000	80%			\$50,500	20%
<b>ID 4996-01-79</b>							
Participating Construction	\$2,632,035	\$1,993,270	75.7%*			\$638,765	24.3% + BAL
Non-Participating Construction	\$0	\$0	0%			\$0	100%
State Review	\$327,079	\$247,700	75.7%*			\$79,379	24.3% + BAL
<b>Total Est. Cost Distribution</b>	<b>\$3,758,656</b>	<b>\$2,785,581</b>	<b>N/A</b>	<b>\$90,900</b>	<b>N/A</b>	<b>\$882,175</b>	<b>N/A</b>

\*The percentage of project costs covered by federal funding at approval, 74.1%, is based on TIP Committee Action. Due to the federal funding cap, which is \$2,785,581 for all federally-funded project phases, this percentage may change over the life of the project.

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

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)

Title	Date	Name
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Signed for and in behalf of the State:

Name	Title	Date
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## **GENERAL TERMS AND CONDITIONS:**

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

## **STATE RESPONSIBILITIES AND REQUIREMENTS:**

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

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

**MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

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

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

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

**LEGAL RELATIONSHIPS:**

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

**PROJECT FUNDING CONDITIONS**

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

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

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

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

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

- a. ID 4996-01-78: Design is funded with 75% federal funding, when the municipality agrees to provide the remaining 25%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 75% with federal funding and 25% by the Municipality.
- b. ID 4996-01-80: Costs for railroad crossing surface are funded with 8% federal funding when the municipality agrees to provide 2% and railroad agrees to provide the remaining 90%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- c. ID 4996-01-81: Costs for railroad signals are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- d. ID 4996-01-79: Construction:
  - i. Costs for roadway reconstruction are funded with 75.7% federal funding when the municipality agrees to provide the remaining 24.3%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
  - ii. Costs for this phase include an estimated amount for state review activities, to be funded 75.7% with federal funding and 24.3% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item e).
- e. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$2,785,581**. This federal funding cap applies to all federally funded project phases.

[End of Document]

**VII**

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. October 3, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 95-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends that Beverage Operator's License #1407 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator, and his 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

VII

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. October 3, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 95-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends that Taxicab Driver's License #1439 be denied base upon his record of violations related to the licensed activity, his record as a repeat law violator, and his 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

VII

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. October 3, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 104-16-17 by the City Clerk submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends that "Class A" Liquor License application No. 3220 for J Mart Liquor be sent back to the Common Council with no recommendation.

*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

# VII

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. October 3, 2016.

Your Committee to whom was referred R. C. No. 172-16-17 by Public to whom was referred Gen. Ord. No. 15-16-17 by Alderperson Belanger amending Section 74-63 of the City of Sheboygan Municipal Code entitled "Fire Control" so as to eliminate recreational fires on beaches; recommends that the documents be referred to the Board of Marina, Parks and Forestry.

*Refer to  
Bd of Marina,  
Parks & Forestry*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**IX**

5.4

R. C. No. 172- 16 - 17. By PUBLIC WORKS. September 19, 2016.

Your Committee to whom was referred Gen. Ord. No. 15-16-17 by Alderperson Belanger amending Section 74-63 of the City of Sheboygan Municipal Code entitled "Fire Control" so as to eliminate recreational fires on beaches; recommends approving the Ordinance.

*Refer to P.W.  
Refer M, P, F.*

**Jim B**  
James A. Bell  
By A. Pitters

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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



6.2

Gen. Ord. No. 15 - 16 - 17. By Alderperson Belanger. August 1, 2016.

AN ORDINANCE amending Section 74-63 of the City of Sheboygan Municipal Code entitled "Fire Control" so as to eliminate recreational fires on beaches.

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

Section 1. Section 74-63 of the Sheboygan Municipal Code entitled "Fire Control" is amended so as to read as follows:

"Sec. 74-63. *Fire control.*

Fires shall be permitted in city parks and on city-owned property only under the following circumstances:

- (1) In metal grills in picnic areas;
- (2) As part of the officially sponsored activities of high schools within the city as set forth in section 50-182(10);
- (3) As otherwise permitted by the council; and
- (4) Except as specifically set forth above, all fires permitted in this section are further subject to the limitations on recreational bonfires set forth in section 50-182(6)."

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.

*Pat Belanger  
approve*

*John B. [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

II

Other Matters

7.2

Res. No. 106 - 16 - 17. By Alderpersons Bohren, Schneider, Belanger and Donohue. September 19, 2016.

A RESOLUTION authorizing the sale of City-owned property in Sheboygan Business Center (Lots totaling 8.7 acres and 5.8 acres) to Kiernan West, LLC.

WHEREAS, the Finance Committee has recommended sale of the two lots totaling 14.5 acres at \$22,000 per acre for a total of \$319,000.

WHEREAS, Kienan West, LLC is proposing to develop the property as tenant space for a distribution company expansion.

RESOLVED: The Common Council approves the sale of said property 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 the transfer of the property.

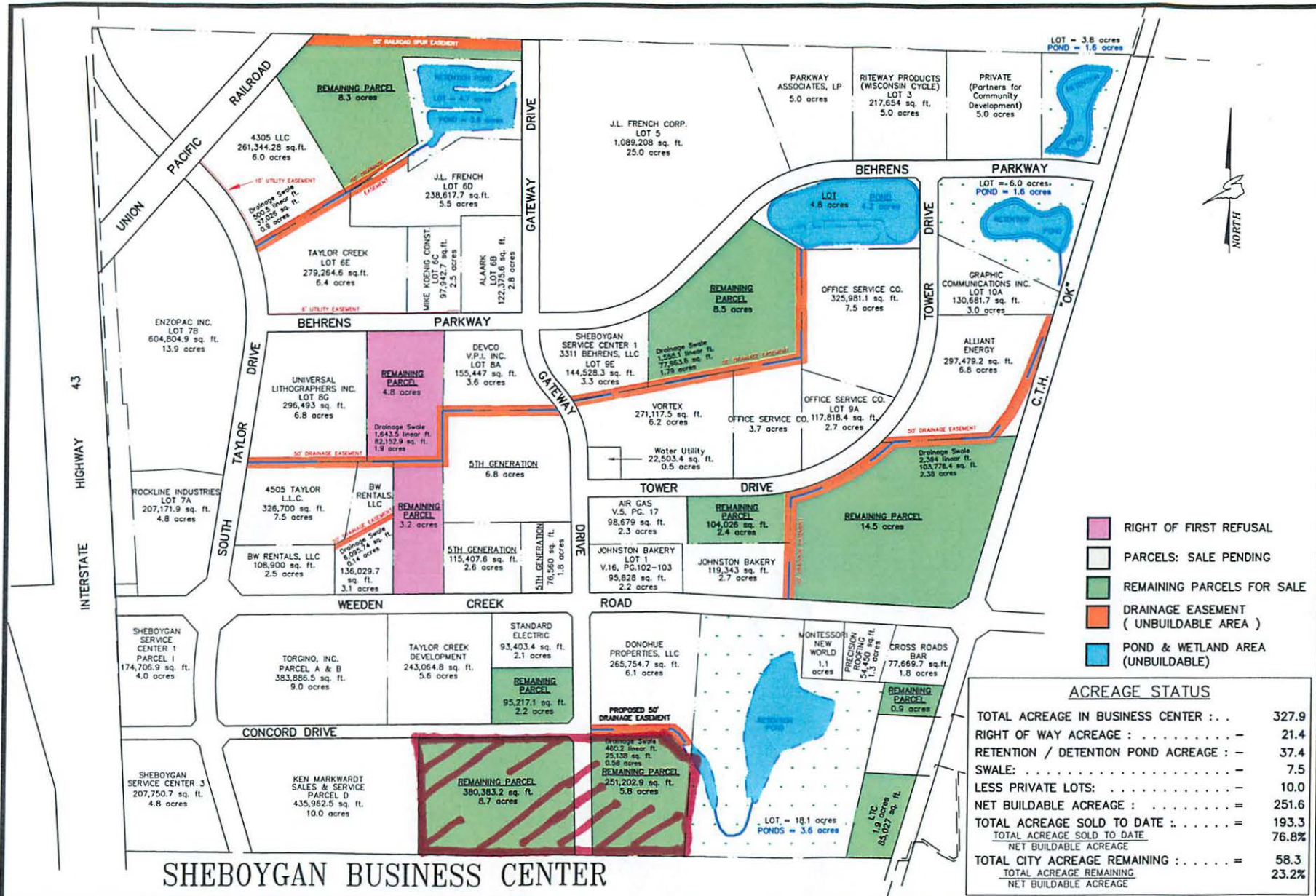
Lies over

Janet A. Bohre  
John B. [Signature]  
\_\_\_\_\_  
\_\_\_\_\_

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

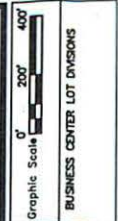


- RIGHT OF FIRST REFUSAL
- PARCELS: SALE PENDING
- REMAINING PARCELS FOR SALE
- DRAINAGE EASEMENT ( UNBUILDABLE AREA )
- POND & WETLAND AREA (UNBUILDABLE)

ACREAGE STATUS	
TOTAL ACREAGE IN BUSINESS CENTER	327.9
RIGHT OF WAY ACREAGE	21.4
RETENTION / DETENTION POND ACREAGE	37.4
SWALE	7.5
LESS PRIVATE LOTS	10.0
NET BUILDABLE ACREAGE	251.6
TOTAL ACREAGE SOLD TO DATE	193.3
TOTAL ACREAGE SOLD TO DATE NET BUILDABLE ACREAGE	76.8%
TOTAL CITY ACREAGE REMAINING	58.3
TOTAL ACREAGE REMAINING NET BUILDABLE ACREAGE	23.2%

## SHEBOYGAN BUSINESS CENTER

SHEBOYGAN BUSINESS CENTER  
LOT DIVISIONS AND REMAINING ACREAGE



SHEBOYGAN, WISCONSIN

Sheet No: 1 OF 1  
Date: Revised 1/8/2014



~~VI~~

3.1

R. O. No. 110 - 16 - 17. By CITY PLAN COMMISSION. September 19, 2016.

Your Commission to whom was referred Res. No. 81-16-17 by Alderperson Bohren approving the Capital Improvements Program recommended by the Capital Improvements Commission, for the program period of 2017-2021 and adopting the program for implementation; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 23, 2016 & September 13, 2016, and after due consideration, recommends approval of the Resolution.

\_\_\_\_\_  
Director of City Development

Reg

Belanger

Bohren

Ac & File  
Res pass

BAWTT: Motion by Belanger/Bohren  
to amend program to reduce the dollar  
amount to 3.5 million dollar cap  
BAWTT: Motion by Belanger/Bohren  
to amend to take 50% of costs of City  
Hall project from the City's reserves &  
50% borrowing.  
Motion by Holzschuh/Heideman to hold  
documents until the next Council meeting  
in 2 weeks was passed Aug. 11, 2015 - 1 Belanger

III

4.5

Res. No. 81 - 16 - 17. By Alderperson Bohren. August 15, 2016.

A RESOLUTION approving the Capital Improvements Program recommended by the Capital Improvements Commission, for the program period of 2017 - 2021 and adopting the program for implementation.

WHEREAS, the Capital improvements Commission is served with the responsibility of annually considering requests and establish priorities for municipal improvements, and

WHEREAS, the Common Council on Res. 347-96-97 established a debt policy to limit per year the issuance of new General Obligation debt to \$3,000,000 for non-TIF projects and to issue debt that for TIF purposes that, when added to the total General Obligation Debt, shall not exceed 60 percent of the debt limit or 3.0 percent of the equalized valuation for the City, except for borrowing purposes of complying with Federal or State mandates, administrative agency regulations, or court orders, and

WHEREAS, the Commission considered many requests and proposals for the various departments in the City of Sheboygan, and the requests exceed the \$3,000,000 borrowing limit, and

WHEREAS, as of December, 2015, the total General Obligation Debt for the City in the amount of \$33,075,255 is 28 percent of the statutory five percent limitation of equalized valuation of the City.

RESOLVED: That the Common Council waive the \$3,000,000 limit for non-TIF projects in 2017 and raise the issuance of new General Obligation debt in 2017 to \$6,334,909.

*City Plan*

*James A. Bohren*  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

~~III~~

3.2

R. O. No. III - 16 - 17. By CITY PLAN COMMISSION. September 19, 2016.

Your Commission to whom was referred Gen. Ord. No. 16-16-17 by Alderperson Thiel and Alderperson Lewandoske and R.O. 101-16-17 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1123 N 29<sup>th</sup> St from Class SO Suburban Office to Class MR Mixed Residential Class Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 13, 2016, and after due consideration, recommends approval of the General Ordinance and RO.

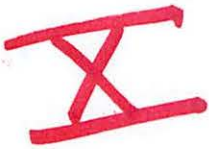
*Dis over  
to Oct 3rd.*

\_\_\_\_\_  
Director of Development

5.8



111



6.1

Gen. Ord. No. 16 - 16 - 17. By Alderpersons Thiel and Lewandoske.  
September 6, 2016.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1123 N. 29<sup>th</sup> St. from Class SO Suburban Office to Class MR Mixed Residential Classification.

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

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

Property located at 1123 N. 29<sup>th</sup> St. described as:

Section 21, T.15N., R.23E. being all of Lot 20 Blk. 4 of Smith Gardens Subd., located in the NW ¼ of the SE 14 ¼ of the NE ¼ of Section 21, T.15N., R.23E. in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 8,383 sq. ft.

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.

*City Plan*

*Bill Thiel*  
\_\_\_\_\_  
*Scott Lewandoske*  
\_\_\_\_\_

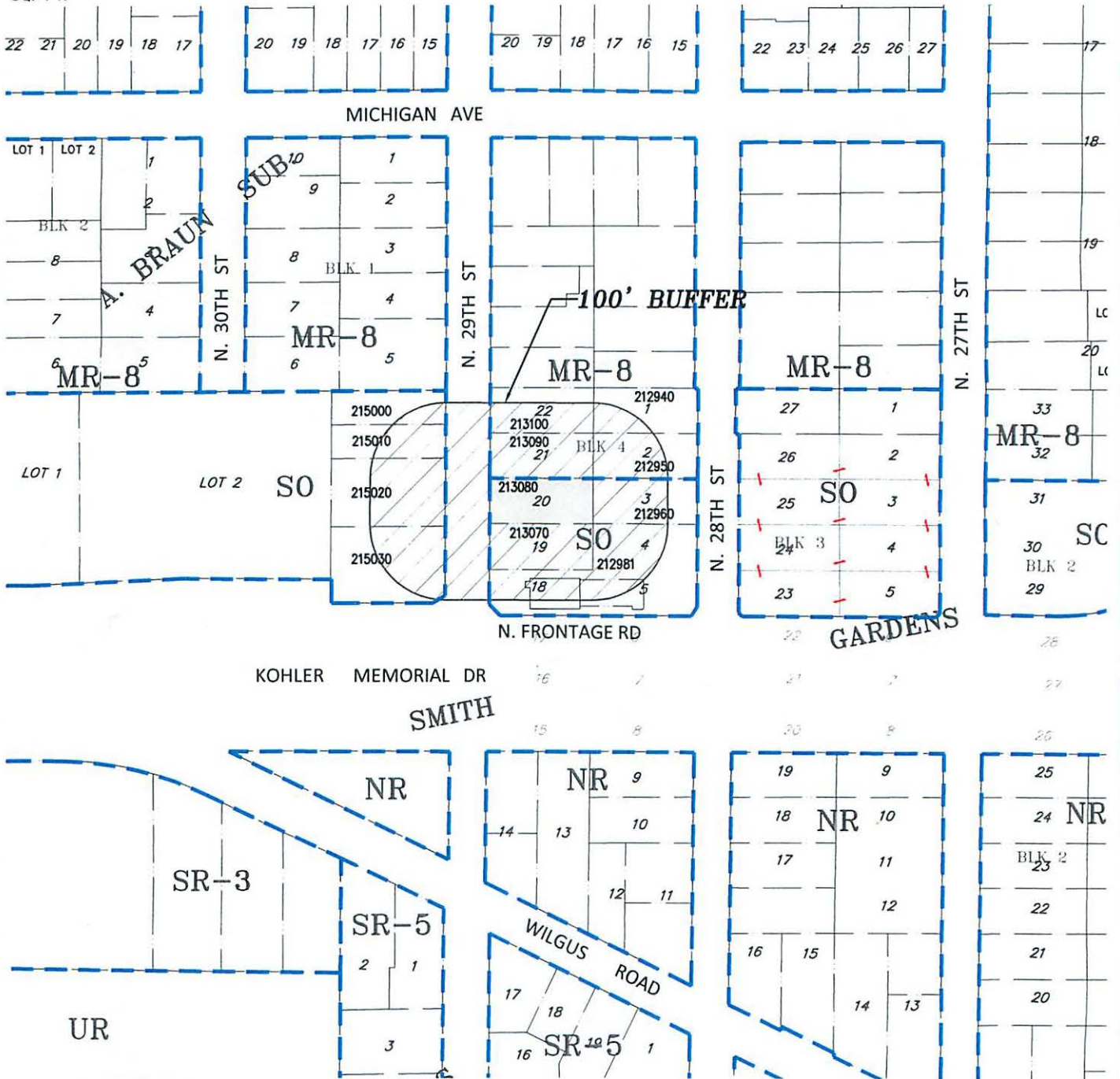
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# PROPOSED ZONING CHANGE FROM SO TO MR-8 SECTION 21, T. 15 N., R. 23 E.

BEING ALL OF LOT 20, BLOCK 4 OF SMITH GARDENS SUBDIVISION, LOCATED IN THE NW  $\frac{1}{4}$  OF THE SE  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SECTION 21, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 8,383 SQ. FT.



II

3.1

R. O. No. 101 - 16 - 17. By CITY CLERK. September 6, 2016.

Submitting an application from Betty Grothe for a change in the zoning classification of property located at 1123 N. 29<sup>th</sup> St. from Class SO Suburban Office to MR Mixed Residential Classification.

City Plan

---

City Clerk

OFFICE USE ONLY  
APPLICATION NO.: \_\_\_\_\_  
RECEIPT NO.: 161469  
FILING FEE: \$200.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN**  
**APPLICATION FOR**  
**AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

AUG 17 '16 AM 11:14

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

**1. APPLICANT INFORMATION**

APPLICANT: Betty Grothe PHONE NO.: (920) 892-6377  
ADDRESS: 955 Anton Rd., Plymouth <sup>53073</sup> EMAIL: \_\_\_\_\_  
OWNER OF SITE: \_\_\_\_\_ PHONE NO.: ( ) \_\_\_\_\_

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 1123 N 29 St. - Sheb.

NA LEGAL DESCRIPTION: \_\_\_\_\_

PARCEL NO. \_\_\_\_\_ MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Suburban Office

PROPOSED ZONING DISTRICT CLASSIFICATION: Mixed Residential

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: \_\_\_\_\_

Single Family Dwelling

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: \_\_\_\_\_

Single Family Dwelling - Want to sell property

### 3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

*see attached*

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

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

Explain: *Want to make single family dwelling*  
*a legal conforming use and sell the home*  
*(presently a non-conforming use in the SD zone)*

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

*see attached.*

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

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---

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**4. CERTIFICATE**

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

Betty Grothe  
APPLICANT'S SIGNATURE

8-12-16  
DATE

Betty Grothe  
PRINT ABOVE NAME

**APPLICATION SUBMITTAL REQUIREMENTS**

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

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

From: Leslie Sanzo [mailto:[lesliesanzo45@gmail.com](mailto:lesliesanzo45@gmail.com)]  
Sent: Sunday, August 14, 2016 4:51 PM  
To: Sokolowski, Steve  
Subject: rezoning of property at 1123 N. 29th Street (Betty Grothe)

Dear Mayor & Council,

I am writing this letter to request the property on 1123 N. 29th Street Sheboygan, be rezoned from Suburban Office to Mixed Residential for the following reasons:

1. The house was built around 1968 and the use has always been a single-family since the home was constructed.
2. Rezoning to Mixed Residential will be compatible with the rest of the residential neighborhood to the north of the property.
3. With the present zoning potential lenders have real concerns about lending money to potential buyers. By rezoning the property to residential this makes it easier for potential buyers to purchase the home because mortgage companies will lend them the money to purchase the property.
4. There was a buyer but because of the legal nonconforming status they decided not to pursue purchasing the house.
5. It appears to be an error that it was zoned Suburban Office because the use has always been a single-family dwelling.

Betty Grothe - Executor

*Betty Grothe - Executor*

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

For Official Use CIRCUIT COURT  
PROBATE DIVISION

IN THE MATTER OF THE ESTATE OF

Amended

GILBERT MERTEZ, Deceased.

Letters of  
Special Administration  
(Formal Administration)

15 AUG 18 P5:06

Case No. 15 PR 79

SHEBOYGAN COUNTY  
WISCONSIN

To: Betty Grothe  
955 Anton Road  
Plymouth, WI 53073

The decedent, with date of birth October 26, 1927 and date of death August 10, 2015,  
was domiciled in Sheboygan County, State of Wisconsin.

You are granted

only these specific powers: to access, marshal, inventory, protect, sell or invest funds and retain securities; access safe deposit box; conserve any assets of decedent; satisfy mortgages; and pay any debts of decedent.

all the same powers, duties and liabilities as a personal representative.  
 Except: \_\_\_\_\_

Other: \_\_\_\_\_

BY THE COURT:

*Timothy M Van Alken*

Circuit Court Judge  Circuit Court Commissioner

Timothy M. Van Alken  
Name Printed or Typed

August 18, 2015  
Date

(Seal)

Form completed by: (Name) Attorney David A. Van de Water	
Address GRUHLE, FESSLER & VAN DE WATER 802 Michigan Avenue Sheboygan, WI 53081	
Telephone Number (920) 457-7737	Bar Number 01010073

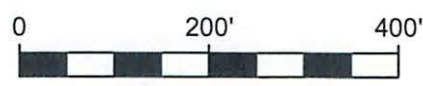
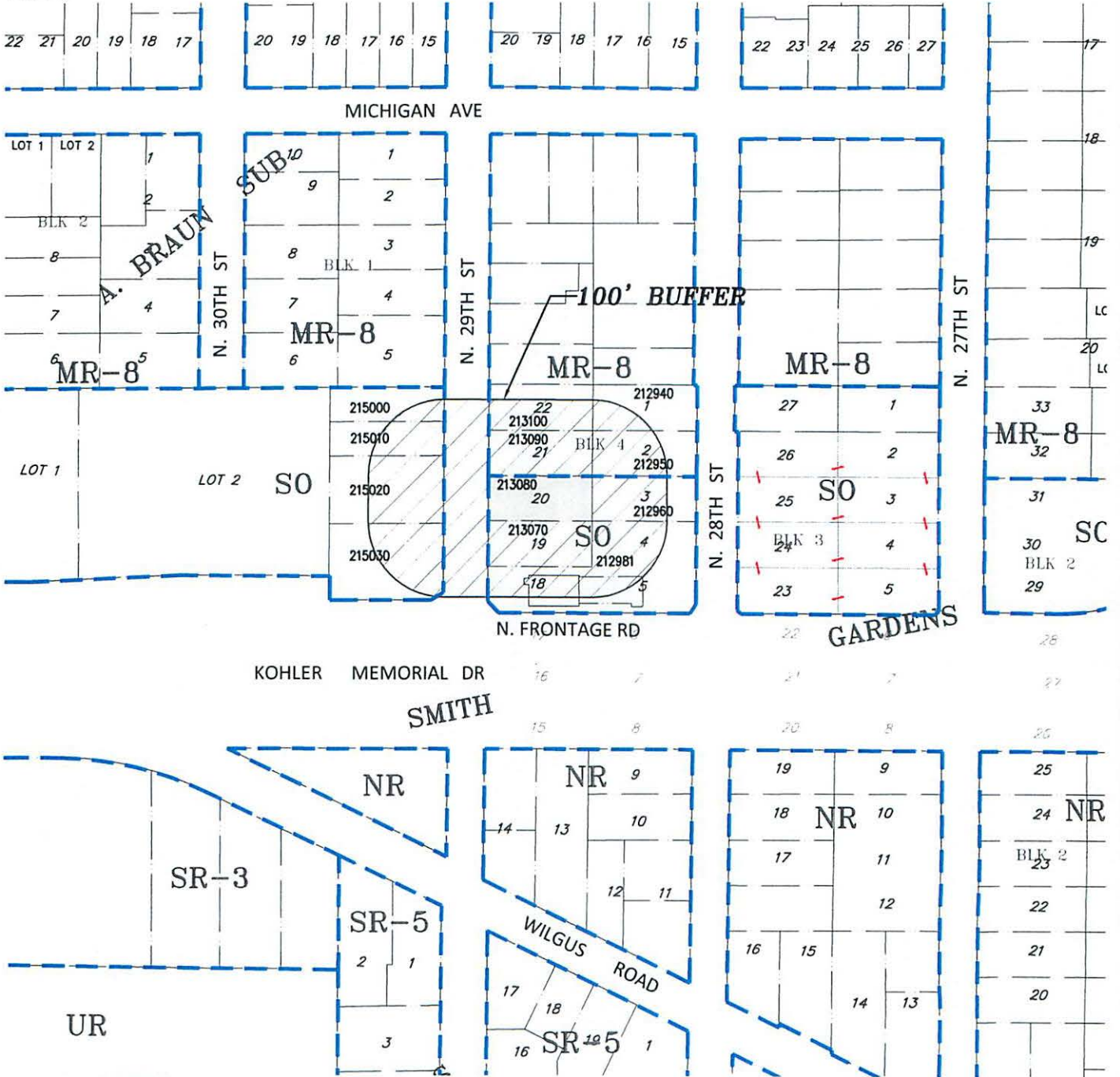
THIS DOCUMENT IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN THIS OFFICE AND HAS BEEN COMPARED BY ME. I FURTHER CERTIFY THAT THESE LETTERS ARE OF FULL FORCE AND EFFECT AS OF THIS DATE.

ATTEST August 19, 2015  
*[Signature]*

REGISTER IN PROBATE  
SHEBOYGAN COUNTY CIRCUIT COURT

# PROPOSED ZONING CHANGE FROM SO TO MR-8 SECTION 21, T. 15 N., R. 23 E.

BEING ALL OF LOT 20, BLOCK 4 OF SMITH GARDENS SUBDIVISION, LOCATED IN THE NW  $\frac{1}{4}$  OF THE SE  $\frac{1}{4}$  OF THE NE  $\frac{1}{4}$  OF SECTION 21, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 8,383 SQ. FT.



CLK322B

City Of Sheboygan  
City Clerk's Office

\* General Receipt \*

Receipt No: 161469

License No: 0000

Date: 08/17/2016

Received By: MMD

Received From: BETTY GROTHE

Memo: BETTY GROTHE AMENDMENT TO OFFICIAL ZONING MAP

Method of Payment: \$200.00 Check No. 552

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

Other Matters

II

R. O. No. \_\_\_\_\_ - 16 - 17. By CITY CLERK. October 3, 2016.

Submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018.

*Law & Lic.*

\_\_\_\_\_  
City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	1015 S. 10 <sup>th</sup> St. - two-day event to be held 11/11/16 to 11/12/16 to include current premise and the SW corner of grassy lot, just south of existing brick/fenced-in patio area. (between patio and alley).

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1494	Cichocki, Ericka M.	2550 Calumet Dr.
1496	Colvin, Frank M.	1621 Kentucky Ave.
1511	Donath, Kayla A.	1824 Washington Ave.
1500	Ebbers, Tyler J.	1419 S. 11 <sup>th</sup> St.
7527	Kropp, Denise F.	707 Clara Ave.
8230	Lopour, David E.	2129 N. 23 <sup>rd</sup> St.
1502	Martinez, Forest C.	531 S. 8 <sup>th</sup> St.
1515	McMurray, Scott J. (Club)	1217 E Channel Park Dr., Waupaca
1507	Regner, Justin J.	456 Clay ST., Kiel
2013	Reif, Sheryl A.	1529 Union Ave.
5062	Rountree, Lisa M.	145 Lexington Ct., Sheb. Falls
0415	Sanchez, Mark A.	N8237 Cty Rd. J, Elkhart Lake
1510	Sawyer, Franki R.	1224 St. Clair Ave.
1506	Testwuide, Chase D.	209 Huron Ave.
7784	Udovich, Ronda L.	1226 Main Ave.

TAXICAB DRIVER'S LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1509	Gordon, Jody Lynn	741 Acacia, Sheb. Falls

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. October 3, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the testing of incoming and distribution of electrical power systems for the Regional Wastewater Treatment Plant and three outlying lift Stations.

WHEREAS; The Director of the Regional Wastewater Treatment Plant recognizes the importance of the quality of incoming electric power with regards to safety, efficiency and the overall uninterrupted operation of the facility and;

WHEREAS; The Regional Wastewater Treatment plant directed the purchasing agent to let bids on their behalf for the inspection and maintenance of their facilities and;

WHEREAS; Upon issuance of Request For Bids #1737-16 and receipt and review of said bids, the low bid has been found to be deficient in meeting all of the specifications required for the proper inspection and testing of incoming electrical switchgear and related systems in a timely manner;

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Electrical Testing Solutions Inc. of Sheboygan WI for the provision and completion of testing and services as specified in the Request For Bids to the satisfaction of the Director of the Wastewater treatment facility;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Wastewater Treatment Facility fund # 601.38300.521900 in the amount of \$26,000.00 and 60138310-524115 in the amount of \$1800.00

*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

II

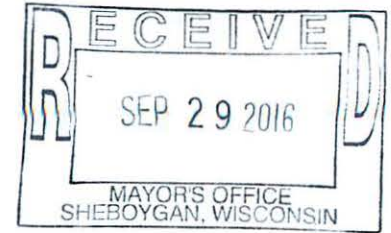
R. O. No. \_\_\_\_\_ - 16 - 17. By CITY CLERK. October 3, 2016.

Submitting a communication from the Wisconsin Historical Society notifying the City that an adequately documented nomination for Washington Elementary School (1238 Geele Ave.) has been received.

*Historic Preservation*

---

City Clerk



September 28, 2016

The Honorable Michael Vandersteen  
Mayor, City of Sheboygan  
828 Center Avenue, Suite 301  
Sheboygan, WI 53081

Dear Mayor Vandersteen,

This letter is to notify you that an adequately documented nomination for the following property located in Sheboygan has been received by our office for nomination to the National Register of Historic Places:

**Washington Elementary School (1238 Geele Avenue)**

In accordance with "Procedures for the Certification of Local Government in Wisconsin" copies of this nomination have been transmitted to the Sheboygan Historic Preservation Commission for review and comment regarding the eligibility of this property for listing in the National Register of Historic Places.

The report of the Commission will be forwarded to you for your recommendation regarding the eligibility of this property to the National Register. The Commission's report and your recommendation should be transmitted to our office within 60 days of the Commission's receipt of the nomination, in accordance with the Certification of Agreement between Sheboygan and the Wisconsin State Historic Preservation Review Board.

If you have any questions regarding this matter, please contact me at (608) 264-6501 or by email at [peggy.veregin@wisconsinhistory.org](mailto:peggy.veregin@wisconsinhistory.org).

Sincerely,

Peggy Veregin  
National Register Coordinator

cc: Chair, Sheboygan Historic Preservation Commission

II

Other Matters

8.4

R. O. No. \_\_\_\_\_ - 16 - 17. By CITY CLERK. October 3, 2016.

Submitting a communication from Alderperson Lewandoske on behalf of Betsy Metscher requesting a street light to be installed in the block on 25<sup>th</sup> St. between Erie Ave. and Ontario Ave.

Pub. Wks.

---

City Clerk

## **Richards, Susan**

---

**From:** Alderperson Scott Lewandoske  
**Sent:** Monday, October 03, 2016 11:18 AM  
**To:** Richards, Susan

Sue,

Could you add this to the agenda for tonight's common council meeting to be referred to Public Works/ Thank you.

I received a phone call from Betsy Metscher (921 North 25th Street) asking for a street light to be installed in the block on 25th Street between Erie and Ontario Avenues. She stated that the only street light in the area is north of Ontario Avenue and it does not give off much light because of the leaves on the trees around it. She said that, some of the residents do not feel safe because it is so dark and they cannot see if anyone is hiding in the area at night. It is also difficult to see if there is anything to cause them to trip on the sidewalk and some people walk over to Pick & Save which is about two blocks away. To try to get more light in the area at night, many people leave their porch lights on at night.

I checked that block out on Sunday evening, October 2 and it is indeed very dark. If a child ran out into the street, that child would probably not be seen until it was too late because of how dark it is.

Scott Lewandoske  
5th District Alderman

III

Other Matters

8.5

Res. No.            - 16 - 17. By Alderperson Donohue. October 3, 2016.

A RESOLUTION adopting the 2017 City of Sheboygan Compensation Program for Non-Represented Employees.

RESOLVED: That the Common Council hereby adopts the 2017 City of Sheboygan Compensation Program for Non-Represented Employees, a copy of which is attached hereto and incorporated herein.

*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



# **CITY OF SHEBOYGAN**

## **COMPENSATION**

### **PROGRAM**

#### **FOR**

### **NON-REPRESENTED**

### **EMPLOYEES**

Resolution to Amend to Council: October 3, 2016

Agenda Item Salaries & Grievance Committee: October 10, 2016

Approval by City Council:

*(Replaces 2016 Non-Rep Comp Plan adopted by way of Res. ~~140-14-15~~)*

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**I. EXECUTIVE SUMMARY**

In 2012, the City of Sheboygan’s Human Resources Department introduced a performance management system for Non-Represented employees which incorporated a pay for performance (merit based) review system. Employees who perform their job expectations will be eligible to receive a compensation increase provide the budget allows for an increase.

The range in pay for Non-Represented employees is a recommended 2%. In addition, a new pay scale has been developed for the Department of Public Works, introducing a modified step increase for employees under the control point. This will be launch in 2018, but introduced in 2017 in preparation of funding changes for budgeting purposes. This move provides advanced acceleration in pay for those in training and will support the competitive nature of qualified employees.

**II. GENERAL COMPENSATION PHILOSOPHY**

The salary and benefits provided by the City of Sheboygan to its employees are to attract and retain the most qualified and competent individuals to perform and provide quality public services to the citizens of Sheboygan. For this reason, the City will provide salaries based on internal equity and external competitiveness.

**III. GENERAL PROGRAM DEFINITIONS**

**Department Head:** For all purposes defined under this program, department head includes the following officers: City Administrator, Chief of Police, Fire Chief, Director of Public Works, Human Resources Director, Planning Director, and Information Technology Director, Transit Director, and Finance Director.

**Department Head Advisory Committee:** Depending on the issue needing guidance, this committee will be appointed as needed by the City Administrator and/or the Mayor and may include Department Heads, elected officials or other non-represented departmental leaders.

**Employee(s):** Any active, permanent full-time or permanent part-time, non-elected, non-represented employee, not including seasonal, temporary, extra help, or permanent employees whose regular work schedules are under 600 hours per year.

**Employer:** The City of Sheboygan.

**Market Survey:** The gathering, compilation, and analysis of market pay information by the Human Resources Department, or any agency or service contracted by the Human Resources Department, in order to determine the salary ranges for each pay grade.

**Pay Grade:** A group of one or more classifications which have been assigned the same pay range for compensation purposes. All jobs in a pay grade have the same range minimum, midpoint, and maximum rates.

**Performance Appraisal Review:** The procedure used by the employee's supervisor and/or department head to evaluate the employee's performance during the calendar year.

**Program:** Except where another program is specifically referred to, the compensation program for non-represented employees.

**Salary Range:** The pay range assigned to a specific pay grade, and which includes either a defined minimum, midpoint and maximum rate of pay, or a progression step and pay range maximum based upon comparable information.

#### **IV. ROLE OF THE HUMAN RESOURCES DEPARTMENT IN COMPENSATION ADMINISTRATION**

The Human Resources Department shall be responsible for the following compensation administration activities:

1. Developing, implementing, and monitoring organization-wide compensation policies, procedures and programs, and ensuring adherence to them.
2. Developing and maintaining current job analysis and job description information throughout the organization, continually monitoring changes to the jobs, and revising analyses and job descriptions as appropriate.
3. Providing analysis and recommendations to support the annual compensation policies to be made by the Common Council as described in Section VII.
4. Providing compensation administration reports and data needed for effective program review and control.
5. Developing recommendations for and implementation of approved pay rates, pay structures and pay practices; reviewing market data to determine changes necessary to ensure that the organization is competitive within the relevant municipal and private sector labor markets.
6. Ensuring compliance with wage and hour laws and regulations.
7. Consulting with managers, supervisors, and employees on compensation and performance management problems and issues.
8. Developing, implementing and monitoring performance management policies, procedures and programs. This includes developing and reviewing the effectiveness of performance appraisal activities, and ensuring that employees receive timely and accurate appraisals.
9. Preparing updates to the compensation program document contained herein for council review and approval, and providing this information to all employees covered by the program.
10. Educating employees on the current compensation program.

#### **V. ROLE OF THE INDIVIDUAL DEPARTMENT IN COMPENSATION ADMINISTRATION**

The individual departments shall be responsible for the following compensation administration activities:

1. Ensuring that approved compensation administration policies, programs, and procedures are followed in all divisions within the department.
2. Reviewing and approving all job descriptions and ensuring that the Human Resources Department is informed of all new and changed jobs so that jobs can be re-analyzed and new job descriptions can be developed.
3. Reviewing each employee's performance at least once a year and recommending any salary increase deemed appropriate. This task requires discussing the performance review and rating with the individual employee and submitting the required appraisal forms to the Human Resources Department for review and discussion of pay adjustments.
4. Recommending revisions in compensation administration policies, procedures, and practices to the Human Resources Director when deficiencies and problems are identified.

**VI. ROLE OF THE DEPARTMENT HEAD ADVISORY COMMITTEE IN COMPENSATION ADMINISTRATION**

The role of the Department Head Advisory Committee in compensation is one of providing a broad-based review of, and input into, overall compensation activities. The Department Head Advisory Committee on this issue includes the City Administrator, all Department Heads, the City Attorney, the Mayor, and the City Clerk. The Human Resources Director acts as chairperson.

The Department Head Advisory Committee will perform two (2) specific roles:

1. At the request of the Human Resources Director, provide counsel and assistance with regard to the integrity and effectiveness of the compensation program for non-represented employees;
2. Review and provide input into the annual major pay policy recommendations made by the Human Resources Director, before presentation to the Salaries and Grievances Committee (see Section VII).

All recommendations of the Department Head Advisory Committee shall be non-binding to the Human Resources Director, and for matters which come before them, the Salaries and Grievances Committee.

**VII. ROLE OF THE SALARIES AND GRIEVANCES COMMITTEE IN COMPENSATION ADMINISTRATION**

The Salaries and Grievances Committee shall be responsible for the overall administration of the compensation plan in coordination with the Human Resources Director, the Department Head Advisory Committee, the Common Council and other appropriate resources.

The Salaries and Grievances Committee performs the following functions:

1. Approves, subject to Common Council approval, annual recommendations made by the Human Resources Director, after input from the Department Head Advisory Committee, regarding major pay policy decisions including:
  - a. range adjustments
  - b. across-the-board increases, (if applicable)
  - c. merit increase annual budget
2. Approves all modifications to the compensation program described herein, for final approval by the Common Council.

#### **VIII. ROLE OF THE COMMON COUNCIL IN COMPENSATION ADMINISTRATION**

Each year, the Common Council shall make three (3) major pay policy decisions:

1. How much if any, pay ranges should be adjusted to be externally and internally competitive;
2. How much, if any, should be budgeted for across-the-board adjustments (if necessary to maintain internal equity);
3. How much should be budgeted for merit increases;

These decisions shall be made based on information and recommendations provided by the Human Resources Director, after input from the Department Head Advisory Committee, and approval of the Salaries and Grievances Committee.

In addition, upon recommendation of the Human Resources Director and the Salaries and Grievances Committee, the Common Council shall approve all changes to the overall compensation program described herein.

#### **IX. SALARY STRUCTURE**

The City salary structure consists of a specified number of salary ranges for which range minimum, midpoint, and maximum rates of pay are established.

##### **MINIMUM RATE**

The salary for any employee shall not be less than the minimum established for their pay grade provided the minimum requirements of knowledge and/or certification of the position are met.

##### **MIDPOINT RATE**

The midpoint of a range is typically the comparable market average pay for a position.

##### **MAXIMUM RATE**

The maximum rate, the top rate for a pay grade, is the maximum base salary the City will pay a position. The base salary for any incumbent shall not exceed the maximum rate established for his/her pay grade. Upon implementation of this pay plan, an employee

receiving a salary at or in excess of the maximum rate will not be eligible for any pay adjustments until their base rate of pay falls below the maximum for the pay range.

In salary grades 1-16, the range is 20% below and above the midpoint. In the DPW job classes 1-5, the maximum pay is 2% above 2016 maximum pay. See attached Exhibit #7, 2017 Non-Rep Pay Scale.

Assignment of classifications to the proper salary range is based on the market analysis results described in Section XI.

The salary structure shall be reviewed once each year, and may be adjusted by the Salaries and Grievances Committee based on recommendation of the Human Resources Director. This recommendation will be based on the following factors:

1. Known or reasonably anticipated range adjustments for the next year reported by comparable employers used in the market analysis;
2. Analysis of economic conditions faced by the City Government (e.g. loss of shared revenues); and
3. Range adjustments occurring in the City's union contracts or reasonably anticipated by the Human Resources Director.
4. The Consumer Price Index (CPI) as determined by WDOR (Wisconsin Department of Revenue)

Achieving consistency with the City's stated pay policy (see Section X. A.) and consideration of the above four (4) factors will be the basis of the recommendation.

## **X. EXTERNAL RELATIONSHIP**

### **A. POLICY**

The City's policy is to place its total salary practice at or near the prevailing market practice for jobs of similar content within the City's chosen market as defined herein. The City's policy includes a desire to provide salary advancement opportunities which recognize changes in the economy, differences in performance, and salary levels which are fair compared to the City's internal market (pay levels in the union groups) and local private sector like positions.

### **B. SALARY SURVEYS**

The City's objective is to maintain a level of pay that is competitive with the level of pay for similar skills in other similar public jurisdictions and private sector for which it competes for employees in the marketplace. The City achieves this competitiveness through a systematic method of determining what other jurisdictions in its market pay.

Specific external relationships shall be determined in general every three (3) years, or for a specific job whenever:

1. A salary range midpoint of a classification is insufficient to attract qualified candidates for employment;
2. A continuing turnover pattern in a classification can be directly linked to established compensation levels; or
3. Management deems that specific external relationships must be examined.

**C. COMPOSITION OF THE MARKET**

The City of Sheboygan recognizes the importance of correctly surveying the market, in order to:

1. Set pay levels which attract a sufficient quantity of qualified applicants to fill open positions.
2. Retain its high-performing, valuable employees over time, in order to recoup training investments, optimize organizational effectiveness, and minimize unwanted turnover.

Market data shall be gathered directly from other cities through public information requests or as part of a participant or direct consultation of other qualified surveys which include, but are limited to, the following jurisdictions:

Appleton	Beloit	Eau Claire	Fond du Lac	LaCrosse
Janesville	Manitowoc	Oshkosh	Sheboygan County	

These jurisdictions were selected based on one or more of the following criteria: similar populations; similar per capita income; and close proximity to Sheboygan. The City shall periodically re-examine the appropriateness of the market base should circumstances arise which the City believes merit the need for such a re-examination.

**D. MARKET ANALYSIS PROCESS**

As required, the Human Resources Department will work with the department heads to update position descriptions. At a minimum, the position descriptions will contain the following information:

1. Purpose of position.
2. Description of essential functions of the job.
3. Description of marginal functions of the job.
4. Statement of required education and experience.
5. Description of knowledge, skills, and abilities required for the job.

A survey instrument will be created which includes short descriptions of each job and asks for relevant market data including, but not limited to, range minimums, midpoints, maximums, and actual rates.

The survey will be sent to the market jurisdictions, with follow-up contacts as necessary. Every reasonable attempt will be made to obtain this information.

1. The Human Resources Director will gather pay data from relevant positions within the City's current workforce as a comparable – that is the "internal market".

2. Relevant market data will also be reviewed with both municipal and private industry employers in the area. Wherever possible, the City of Sheboygan will participate in qualified surveys being performed either through other municipalities or will hire an outside agent to perform a survey if necessary. In addition, the Human Resources Department will perform a direct information search, gathering applicable data directly from other municipalities through a public information data request.
3. An adjustment shall be made, if necessary, to the compiled data so that survey information is relevant for the applicable year.

## **XI. ASSIGNMENT OF POSITIONS TO SALARY GRADES**

### **A. POLICY**

It is the intent of the City to provide a compensation program which relates the pay ranges for its classifications to the pay practices in the defined market. Therefore, the assignment of classifications to pay grades within the pay structure shall be based on market data whenever possible.

### **B. PROCESS**

The Human Resources Director shall place positions into the appropriate salary grade where the midpoint of the grade is closest to the "market estimate" pay rate identified through the survey process. The market estimate rate, which could also be referred to as the prevailing rate in the market, is the calculated rate of pay which most closely approximates the worth of that position in the market at the time of the survey.

In an effort to maintain internal equity within the pay structure, the Human Resources Director shall identify the appropriate pay grade for positions for which there are insufficient market data using reasonable comparison of such jobs with other City jobs.

The assignment of classifications to pay grades shall be recommended by the Human Resources Director and approved by the Salaries and Grievances Committee. No employee's salary will exceed the maximum rate in his/her assigned salary range. If assignment to a grade leads to this occurrence, the situation will be resolved as described in Section XII, letter B,7.

At any time, when the applicable criteria indicate the need for a focused market analysis of a specific classification, the relevant market data from the City's market base shall be examined. Should the market data establish the need for a different pay grade assignment, the Human Resources Director make such recommendation to the Salaries and Grievances Committee for their approval.

In some cases, the City may determine that a different market base is warranted, given the specific circumstances of the position and the current market conditions.

## **XII. WAGE AND SALARY GUIDELINES**

### **A. POLICY**

The City recognizes the importance of consistency in determining wages and salaries for its employees. The intent of this policy is to provide guidelines for department heads to follow in the case of a new employee or change in employee status.

### **B. GUIDELINES**

#### **1. Salary Offers to New Employees**

Once the best-qualified candidate for the position is identified, the department head and Human Resources Director will determine the starting salary that will be offered to the individual. The Department Head or Human Resources Department shall make a conditional offer of employment to the candidate (conditional offers inasmuch as they are contingent on the City of Sheboygan's verification of reference information, completion of any background check, successful completion of any post-offer medical examination/drug screen, and submission of satisfactory employment eligibility documentation required by law and approval by the Salaries and Grievances Committee).

The Human Resources Director shall have the authority to approve a salary offer up to the midpoint of the salary range. Any recommendation which exceeds this amount must be approved by the Salaries and Grievances Committee. Such recommendations should be based on employment market realities and/or individual qualifications. Because the salary range minimum rate for each grade is linked to the midpoint but does not automatically represent the amount for which individuals can be attracted to public service, some flexibility in setting hiring levels may be necessary to remain competitive.

The following guidelines shall apply to these situations:

- a.) Given the law of supply and demand, once a candidate is chosen, the employee's current rate of pay or most recent rate will be taken into consideration at the time an offer is made.
- b.) Generally speaking, applicants who barely meet or barely exceed the minimum education and experience requirements shall be hired at the range minimum rate for the pay grade in which their position has been placed.
- c.) Applicants who exceed the minimum requirements of the position as specified in the job description by at least two (2) years of experience may be hired at a salary no higher than the upper half of the range between minimum and midpoint (2<sup>nd</sup> quartile).
- d.) Applicants with five (5) or more years of experience over the minimum requirements may be hired at a salary which is no higher than the lower half of the range between midpoint and maximum (3<sup>rd</sup> quartile).
- e.) Before an offer is made to an applicant, it must be approved, in consultation with the respective department head, by the Human Resources Director. Any department head desiring to hire an applicant under items a) or b), above, must request special approval from the Human Resources Director who shall, when necessary, forward such request to

the Salaries and Grievances Committee. The maximum of the salary range shall not be exceeded.

**Note:** Additional years of education that exceed the minimum requirements and are directly related to the position may be used to equate with additional years of experience for determining placement in the range.

**2. Salary upon Promotion**

A promotion is defined as a change by an employee from one position to another which has a higher salary range. At a minimum, promoted employees shall be placed at either the minimum rate in the new salary range, or their current salary, whichever is greater. The promoted employee will be eligible for up to a 10% base salary increase upon promotion, at the hiring department head's discretion. All promotional salary offers must be approved by the Human Resources Director.

**3. Salary upon Demotion**

When an employee is unable to perform the position they hold, they will either be laid off or demoted. Each situation is unique as it depends on availability of additional positions and/or the employees qualifications. Generally, if an employee is demoted, they will experience a pay reduction. The demoted employee will need to demonstrate the ability to perform the essential functions in a new position and will be paid an appropriate level of pay considering their abilities and the payscale of the new position.

**4. Salary upon Transfer**

An employee who transfers or is transferred from one classification to another classification in the same pay grade shall receive no salary adjustment, provided the transferred employee can perform the essential functions of the new position.

**5. Salary upon Change in Pay Grade Due to Market Survey Analysis**

When, as a result of the market survey analysis periodically undertaken by the City, an employee's classification is placed into a different pay grade, there will be no salary adjustment. If the employee's present salary is at the top pay for the grade or more than the new range maximum, the employee will not be eligible for an increase to his/her base pay while his/her salary equals or exceeds the range maximum. Such employees, however, will be eligible for a lump sum merit bonus (actual amounts are identified on the Merit Adjustment Schedule).

**6. Equity Adjustments (This section replaces Compression Adjustments)**

The concept of compression will be reviewed based on market data for a position rather than a reporting structure. This allows for increase reporting flexibility while acknowledging that pay is market driven rather than a factor of reporting structure. Equity adjustments are usually a one-time adjustment to realign the employee's salary to market value for the position and takes into consideration the number of direct reports an employee may have, as well as the duties assigned to that position.

**7. Part-Time Employment**

Part-time employees are those in which the employee is normally scheduled to work less than forty (40) hours in a work week. This includes intermittent positions working up to eight (8) hours per day on an irregular and uncertain schedule which alternately begins, ceases, and

begins again as the needs of the City require. Part-time employees shall be hired at a pay grade which is equivalent to or compatible with the hiring rates established for similar full-time classifications. Permanent part-time employees shall be eligible for salary increases under the same manner as full-time employees (see Section XII, B. 5).

### **XIII. COMPENSATION ADMINISTRATION**

#### **A. POLICY ON SALARY INCREASES**

The purpose of the City's pay increase policy is to establish and maintain an appropriate relationship between an employee's performance and pay. The system provides management with a mechanism to recognize individual accomplishments and to relate them to pay increases. The Merit Adjustment Program is intended to reward employee growth in a job as well as to differentiate in levels of performance and contribution.

Generally speaking, temporary and/or seasonal part-time employees may be paid at market rate due to the temporary nature of the position, even with returning employees. The position may or may not qualify for an increase from one year to the next.

The City's pay increase policy is designed to attract and retain high-quality employees, to reward employees in accordance with performance on the job, and to motivate employees to their highest level of performance. Above all else, the City treats its employees as individuals and as members of the team by allowing employees to influence their pay opportunities through performance on the job.

Employees are encouraged at all times to work to the best of their abilities, to find ways to eliminate unnecessary work, and to discuss with their supervisor how tasks can be better performed. The result of employee contribution is a more productive City government -- a City more able to meet its obligations to the citizenry, respond to changes in technology and in the workplace, and a City that understands and satisfies the needs of its customers. The City's success and its ability to support its compensation practices depend on employee efforts and contributions.

#### **B. PERFORMANCE EVALUATION**

The City of Sheboygan recognizes the importance of recognizing an employee's efforts and follows a merit increase program where an employee's pay is affected by their performance. Subject to the City Council approved a 2.0% increase to budget for payroll, depending on where an employee falls within their pay scale, an employee has the ability to earn up to a total of 2.0% through exceptional performance in both the completion of their day-to-day activities and in the performance and accomplishments of the goals or special projects they have throughout the year.

Each employee will receive a performance review every 12 months. For 2017, a change is recommended to switch from a review based on one's employment anniversary or their most recent promotional move, to calendar-year based review, effective January 1, 2017. This adjustment is a change from the 2016 Non-Represented Compensation Plan. City Council approval of the 2017 Non-Represented Compensation Plan revises the program and authorizes merit reviews to be performed between October and December, 2016, in preparation for a January 1, 2018 effectivity date.

The review form has 4 categories of performance: Unacceptable, Below, Successfully Achieved and Exceeds. The 2017 paper form is attached (see Exhibit #3), Yearly Performance Evaluation. A mandatory move to an electronic form is anticipated during the 2017 calendar year. The content will remain the same as the paper form. Either electronic or paper evaluation is acceptable for 2017. In addition, the City Administrator may have an evaluation form that is unique to the position, as governed by the Salaries & Grievance committee and the direction and approval of City Council.

Goals are also established during the evaluation process, primarily by the supervisor with input from the employee. Wherever possible, goals are SMART (Specific, Measurable, Attainable, Relevant, and Time-bound). Supervisors and/or Department Heads and the employee need to document the employee's goals for the upcoming evaluation year, and may use one of two goals template listed in Exhibit #4.

### **C. MERIT ADJUSTMENTS BASED ON PERFORMANCE EVALUATIONS**

Merit adjustments are granted to employees to encourage efficiency and to reward performance when the City's economic conditions permit. Merit increases are not automatic; nor does an employee acquire any right to an increase because of length of service or time in a job. Merit adjustments are based upon his/her supervisor's appraisal of the employee's performance in relation to established performance standards and goals. A merit adjustment should reflect a performance level that has been consistently demonstrated over a meaningful period of time, typically 12 months. If merit adjustments are awarded to the employee based on their performance, any pay increase will be issued on January 1, 2017.

#### **1. Establishment of the Merit Increase Budget**

The overall funding for the Merit Increase program budget shall be determined by the Common Council on an annual basis, following recommendation by the Human Resources Director with approval of the Salaries and Grievances Committee. The size of the budget will be based primarily on the economic conditions currently experienced by the City and any other factors deemed relevant by the Common Council.

#### **2. Merit Increase Amount**

Once the budget has been approved, it is up to each supervisor and/or department head to approve the amount granted to the employee. The City establishes the percentage guidelines in the merit adjustment on an annual basis and the amounts, therefore, are subject to change. A reserve amount will be set aside for merit increases, but the actual amount available as a percent increase will be determined the calendar year.

All merit increase adjustments shall be based on documented performance with higher increase percentages being reserved for performance that has overwhelmingly exceeded performance expectations. The actual size of the merit increase shall follow the percentage guidelines in the Merit Adjustment Schedule found in Exhibit #5. All merit adjustment requests made by department heads for individual employees are subject to appropriate documentation which is reviewed by the Human Resources Director.

The City shall review the merit adjustment amount every year. This review will be conducted by the Human Resources Director with approval with the Salaries and Grievances

Committee. All changes to the schedule shall be subject to the approval of the Common Council.

**3. Merit Adjustments Applied to Current Salary**

The merit adjustment percentage will be applied directly to the employee's current salary. Salary ranges will be reviewed periodically to insure the City's pay ranges remain competitive while the merit adjustment schedule is reviewed annually. Base wage adjustments provides newer employees and those in the lower part of the wage scale the opportunity to reach the midpoint, or fair market value, at a rate which reflects their job performance. (i.e. the better the performance the faster they reach the midpoint). It also allows above average and outstanding performances to exceed the midpoint which would be expected for employees who constantly perform at those levels, as well as those who either have greater experience levels when starting the position or those who have a greater length of time on the job.

**4. Frequency of Merit Reviews**

Consideration for merit adjustments shall be once every twelve (12) months. In 2016, the evaluation and merit increase, if any, took place around the employee's work anniversary. This concept is transitioning to a January 1 effectivity date for performance increases. In preparation for this transition, performance reviews will be completed during the last quarter of 2016. Those whose anniversaries are between October and December, 2016 will have a performance review that reflects performance the previous 12 months, and will also be considered the review for calendar year 2016. Identified merit will be considered applicable to their employment or promotional anniversary and a separate merit will be issued on January 1, 2017.

**A. Employees Returning from a Leave of Absence or Rehired**

If an employee is off work on a qualified Leave Of Absence at the time the performance evaluation and applicable merit or incentive increase is due, upon return from leave to "active duty", the employee will receive any identified increase effective from the first date returned to active duty. Employees not returning to work, that is, employees who do not return to active duty, are not eligible for retroactive pay.

**5. Performance Appraisal Review Procedures**

All employees shall be evaluated by their department head a minimum of once per year. The employee's supervisor shall evaluate each employee's performance for the period following the employee's last performance appraisal review and recommend a merit adjustment for the employee that is consistent with the established merit adjustment amount, using either a manual performance appraisal process (Exhibit #1) and appropriate form (Exhibit #3), or utilizing the on-line review process in MUNIS. In addition, the employee will be provided a feedback opportunity by completing an Employee Questionnaire Form (Exhibit #2) or completing the on-line questionnaire.

**6. Delayed or Denied Merit Adjustments**

Department heads may deny or delay merit adjustments if employees are not performing in a fully capable manner. When merit adjustments are delayed or denied, a plan of action for improvement and a target date shall be set by the supervisor. Special performance appraisals are conducted when improvements have been noted or when the target date has been reached. Under no circumstance shall the period of time be shorter than three (3) months or longer

than the employee's next scheduled review date. If the employee is then performing in a fully capable manner, the merit adjustment deemed appropriate by the department head may be granted. No adjustment shall be given on a retroactive basis, however. The decision to grant or deny a delayed merit adjustment must be made within thirty (30) days of the employee's review date. Employees normal review dates are not advanced by this denial/delay.

**7. Merit Increases Effective Date**

Except in the case of delayed or denied increases, the effective date for application of the merit adjustment increase shall be January 1, 2017.

**8. Performance Appraisal Appeal Process**

Following a completed Performance Evaluation, the supervisor will notify the employees of the appropriate merit adjustment. If the employee is not in agreement with the merit adjustment identified, the employee may request a meeting with the Department Head. If the employee continues to be dissatisfied, the employee may request a meeting with the Human Resources Director. A final appeal will be allowed in front of the Salaries and Grievances Committee. The employee will need to complete a *Notice of Evaluation Appeal Form* (Exhibit#6) which is then submitted to the Human Resources Director. The Human Resources Director will promptly submit the Notice of Evaluation Appeal Form to the Salaries and Grievances Committee. The Salaries and Grievances Committee will schedule a meeting with the employee and the employee's department head to hear the employee's appeal, after which the Salaries and Grievances Committee will either confirm the recommended merit adjustment or approve a new merit adjustment for the employee based upon additional objective facts. The decision will be confirmed in writing to the employee as indicated on the Salaries and Grievances Committee's Merit Adjustment Form, and this decision shall be final.

The fact that an employee has requested a further review by the Salaries and Grievances Committee shall not, in any way, affect the employee's position within the department or as an employee of the City of Sheboygan.

**9. Retroactivity**

Employees terminating employment for any reason prior to Common Council adoption of an adjustment to the compensation, employment are not entitled to any retroactive application of that adjustment.

**10. Employee and Management Training**

The Human Resources Department shall conduct periodic training on the performance appraisal process to all supervisors, managers, and department heads responsible for conducting appraisals. The Human Resources Department will conduct periodic employee training on the performance management program in general, particularly if changes to the program occur.

**XIV. COMPENSATION PROGRAM REPORTING**

**A. POLICY**

The interests of the Common Council are best served by management reports which accumulate all costs and related information needed in their role as policy-makers who are ultimately

responsible for the compensation plan. These reports shall be facilitated by the Human Resources Department which will be responsible for compiling, summarizing and presenting the information to the Salaries and Grievances Committee and Common Council.

**B. PROCESS**

The report shall be done on an as-needed basis, often as part of the *budget process for the next year*, and will contain the following information:

1. A breakout of requested annual adjustment dollars by component:
  - a. Merit Adjustments
  - b. Equity Adjustments
2. Assurance through Human Resources Department review that all employees have been evaluated.
3. A confidential report on the distribution of performance ratings.
4. Any other information deemed pertinent by Council.

**XV. PLAN COMMUNICATION AND MANAGEMENT TRAINING:**

The City recognizes the importance of ensuring that all employees are fully knowledgeable about the details of the compensation plan. To that end, the Human Resources Department shall be responsible for the following actions:

1. Preparing and distributing plan information for all new employees as part of the orientation process.
2. As plan changes occur pursuant to Council action, preparing information and holding meetings with employees to review all changes, and preparing and distributing individual notification to employees regarding any changes to their compensation. If minor changes are made, or if the change of the Non-Rep Comp Plan consist primarily to identify differences in the merit adjustment guide and/or pay scale, the Human Resources Department will distribute communication via posting a memo with the changes, either in a department or transmitted through intranet communications.

The City also recognizes the need to provide supervisors, managers, and department heads with details of the compensation plan and their important roles in its administration. To this end, the Human Resources Department shall be responsible for providing new, and updating current supervisors, managers, and department heads thorough training in the areas of:

1. City compensation policies and procedures.
2. Sound pay-for-performance practices and City compensation techniques such as the use of pay increase guidelines.

3. Use of the budgeted merit adjustment and methods for forecasting increases.
4. Use of planning worksheets which include individual employee's past performance rating history, past raises, and timing of these raises, to provide the information to allow increases to be based on long-term performance opposed to short-term changes.

## Exhibit #1 Performance Evaluation Process



### Performance Evaluation Process

On-going organizational success depends on the intellectual capital within the organization. This program is a critical strategic tool for attracting and retaining qualified employees to sustain our organization and ensure that our employees are achieving their own personal development goals.

- Step 1:** Department leaders need to identify current and future needs within their department, as well as needs within other departments they affect. Once that's completed, goals need to filter throughout the department. Employees may utilize either a "Goals Template" or the second page of the Performance Evaluation Form. If MUNIS is utilized, employees may upload their goals in the narrative section of the evaluation process.
- Step 2:** Approximately 3 weeks prior to the evaluation, manager should provide employee with an Employee Questionnaire Form. The employee needs to complete the questionnaire and return to the supervisor prior to the performance evaluation.
- Step 3:** Performance Evaluation. On a yearly basis, supervisor need to evaluate the performance of the employee. There are 4 general categories to describe the employee's performance:
- 4. PERFORMANCE EXCEEDS EXPECTATIONS** - A level of accomplishments that overwhelmingly go beyond reasonable but demanding standards of performance, particularly in the key areas of responsibility. This employee consistently demonstrates an exceptional level of achievement and an demonstrate how this was accomplished.
  - 3. PERFORMANCE SUCCESSFULLY ACHIEVED EXPECTATIONS** - A level of performance that clearly achieved all major requirements of the position. It reflects good, solid performance expected of those who possess the necessary education, training, and experience for the job. This rating applies to those employees who consistently perform in an effective and professional manner.
  - 2. PERFORMANCE NEEDS DEVELOPMENT / IMPROVEMENT** - Often a rating reflective of a new employee to the organization or the position, this rating reflects the need for development as not all performance fully meets the requirements of the position. The need for further development and improvement is clearly evident.
  - 1. UNACCEPTABLE PERFORMANCE** - A level of performance which is clearly below minimum job requirements, even when close supervision has been provided. Performance must significantly improve within a designated period of time if the employee is to remain in the position.
- Step 4:** See the Merit Adjustment Schedules to determine what, if any, eligibility the employee has for a pay increase or lump sum payout based on their overall performance for both a merit increase and an incentive bonus. Complete the Merit Adjustment Form, attain appropriate signatures and forward all completed forms to Human Resources.

Throughout the year, implement the formal and informal development opportunities through a combination of mentoring, coaching, job rotation, traditional educational programs, seminars and on-line learning solutions.

Exhibit #2  
Employee Questionnaire Form



**Performance Evaluation Process**  
**Employee Self Evaluation Questionnaire**

Name \_\_\_\_\_ Date \_\_\_\_\_  
Print


Position \_\_\_\_\_ Evaluation Period \_\_\_\_\_

**As a part of the evaluation process, use this form to review, describe, and evaluate your job performance over the past evaluation period. Share this form with your supervisor prior to your evaluation meeting for submittal with your annual performance evaluation for your file.**

1. What were your most significant work-related accomplishments? (Include projects, assignments, new skills or knowledge gained.)
2. How do these accomplishments relate to your key responsibilities and goals for you and our department?
3. What goals were identified to be accomplished but you were unable to achieve and why?
4. What are your goals for the next evaluation period?
5. How will you accomplish these goals? And when do you anticipate completing them?
6. What do you need to accomplish these goals?
7. How can your immediate supervisor and/or management do to help you to accomplish your goals or work more effectively and support your position?
8. What additional training or development would help you improve and/or enhance your work performance?
9. What feedback or suggestions do you have to improve our department or City employment?

Exhibit #3

Sample Performance Evaluation Form / Competency Ratings (Form or electronic evaluation in MUNIS)



### Yearly Performance Evaluation

Name: \_\_\_\_\_ Clock: \_\_\_\_\_

Job Title/Grade: \_\_\_\_\_ Dept: \_\_\_\_\_

Change Rate from \_\_\_\_\_ p \_\_\_\_\_ Eff. Date \_\_\_\_\_

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

Supervisor's Signature

Date

Department Head's Signature

Date

Human Resource Signature

Date

rev.06/01/09 2013

Review	Recommendation	Evaluation	
Competency	Rating	Score	Comment
QUALITY	EXCEEDS	4.00	(High Quality) Consistently produces top-notch quality
QUANTITY	EXCEEDS	4.00	(Production high) Employee consistently exceeds product
JOB KNOW	EXCEEDS	4.00	(Good job knowledge) Knowledge of standard work. Keep
WORK AREA	EXCEEDS	4.00	(Leads safety) Keeps work area in excellent condition a
ADAPTABLE	EXCEEDS	4.00	(Adjusts readily) Very adaptable to change. Takes own
COOPERATE	EXCEEDS	4.00	(Does not follow instructions) Continual friction with
ATTITUDE	EXCEEDS	4.00	(Constantly critical) of employer, job assignment, and
DEPENDABLE	EXCEEDS	4.00	(Needs guidance) to insure job instructions are followe
ATTENDANCE	EXCEEDS	4.00	(Acceptable attendance) Tardy very seldom. Responds to

Exhibit #4

# Goals Template

## Goals can be listed as part of the Evaluation Form or Listed Separately

### Communications Review / Feedback Opportunity

(This section must be completed and signed by the employee)

1. Goals for the next year (page completes - may use Goals Template)

2. Additional comments

Page 2

I have received an explanation of this evaluation and would like to make the following comments:

Next Review Date \_\_\_\_\_ Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

DEPARTMENT OF \_\_\_\_\_ 2015 FINANCIAL REVIEW

2015

### Measurable Goals, Objectives and Results

Goal		
Timeframe:	Steps:	CLASS
Questions:		
Questions:		
Goal		
Timeframe:	Steps:	UNITS/PROGRAM
Questions:		
Questions:		
Goal		
Timeframe:	Steps:	SUPPORT
Questions:		
Questions:		
Goal		
Timeframe:	Steps:	PROGRAM/CLC
Questions:		
Questions:		
Goal		
Timeframe:	Steps:	OTHER (ASSIGNMENTS)
Questions:		
Questions:		

	NOV	DEC	JAN	FEB	MAR	APR	MAY
	JUN	JUL	AUG	SEPT	OCT	NOV	DEC

(Circle in the month that corresponds with the Goal's Timeframe)

Exhibit #5



MERIT / INCENTIVE AWARD GUIDELINE FOR  
NON-REPRESENTED EMPLOYEES  
2017

The City of Shelby County employees continue to provide quality services for the needs of this community. In an attempt to reward the employees for their service, the City offers employees a merit-based performance program, rewarding employees for successfully achieving or exceeding their performance requirements. Increases in pay are discretionary and based on the evaluation of one's supervisor, both for individual performance on a day-to-day basis, as well as in the accomplishment of goals or additional responsibilities. The following guide is to be utilized for the 2016 discretionary merit program:

**Merit Award**

Supervisors review employee's performance in the completion of day-to-day tasks throughout the year. This review is completely discretionary on the part of the supervisor, as is the amount of the award. Merit awards are added to an employee's base pay until the employee's pay reaches the maximum pay for the position.

<u>Merit Award Rating</u>	<u>Increase Percent</u>
<u>Overall Performance</u>	<u>Range</u>
Unacceptable	0.00%
Below Minimum	0.00% - 1.00%
Successfully Achieved	0.00% - 1.50%
Exceeds	0.00% - 1.50%

\* An increase to base compensation cannot exceed the pay range. If a portion of the increase brings the employee's pay to the top of the pay range, no additional pay is allowed.

**Incentive Award**

Supervisors and employees have the ability to earn additional compensation by either competing goals identified at the beginning of the year and/or being assigned additional duties and/or projects throughout the year. Employees with a salary below the top of the pay grade for their position shall have the increase applied to base wages. Employees at or over the top of their pay scale are not eligible for additional compensation.

<u>Incentive Award</u>	<u>Increase Percent Range</u>
Unacceptable	0.00%
Below Minimum	0.00%
Successfully Achieved	0.00% - 0.50%
Exceeds	0.00% - 0.50%

To reach the "exceeds" performance level, employees must "overwhelmingly exceed expectations" in the majority of their performance competencies or goal achievement. Although the city budgeted for an overall 2.0% increase to payroll, employees only qualify for the discretionary amount they earned (or didn't earn) based on individual job performance.

Exhibit #6



CONFIDENTIAL

NOTICE OF EVALUATION/APPEAL

TO: Sandy Rohrick  
Director of Human Resources & Labor Relations

FROM: \_\_\_\_\_  
Employee

\_\_\_\_\_  
Position

I have reviewed my performance evaluation and my merit adjustment recommendation with my Department Head.

I understand that my performance rating is \_\_\_\_\_ on a three-point scale yielding an increase of \_\_\_\_\_ percent based on the midpoint of my pay range.

I understand that if I request a merit adjustment review by the Salaries and Grievances Committee, my decision will not, in any way, affect my position within the department or as an employee of the City.

I do / do not request a further merit adjustment review by the Salaries and Grievances Committee.


\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

cc: Department Head

P:\Nonrepro\plan\2016  
Notice of Evaluation Appeal

**Exhibit #7**  
**2017 Non-Rep Pay Scale**

 <b>2017 City of Sheboygan</b> <b>Salary Ranges for Non-Represented Employees</b>			
<b>Administrative Work Force</b>			
	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
1	\$ 11.92 \$ 24,791.15	\$ 14.90 \$ 30,988.94	\$ 17.88 \$ 37,186.73
2	\$ 13.65 \$ 28,392.10	\$ 17.06 \$ 35,490.12	\$ 20.48 \$ 42,588.15
3	\$ 16.20 \$ 33,689.65	\$ 20.25 \$ 42,112.06	\$ 24.30 \$ 50,534.48
4	\$ 17.61 \$ 36,632.73	\$ 22.01 \$ 45,790.92	\$ 26.42 \$ 54,949.10
5	\$ 19.08 \$ 39,679.69	\$ 23.85 \$ 49,599.61	\$ 28.62 \$ 59,519.54
6	\$ 20.53 \$ 42,709.34	\$ 25.67 \$ 53,386.67	\$ 30.80 \$ 64,064.00
7	\$ 21.99 \$ 45,738.98	\$ 27.49 \$ 57,173.73	\$ 32.98 \$ 68,608.47
8	\$ 22.88 \$ 47,591.39	\$ 28.60 \$ 59,489.24	\$ 34.32 \$ 71,387.09
9	\$ 27.43 \$ 57,061.20	\$ 34.29 \$ 71,326.49	\$ 41.15 \$ 85,591.79
10	\$ 29.60 \$ 61,562.38	\$ 37.00 \$ 76,952.98	\$ 44.40 \$ 92,343.57
11	\$ 32.93 \$ 68,487.28	\$ 41.16 \$ 85,609.11	\$ 49.39 \$ 102,730.93
12	\$ 36.26 \$ 75,412.19	\$ 45.32 \$ 94,265.23	\$ 54.38 \$ 113,118.28
13	\$ 39.59 \$ 82,337.09	\$ 49.48 \$ 102,921.36	\$ 59.38 \$ 123,505.63
14	\$ 42.97 \$ 89,383.18	\$ 53.72 \$ 111,728.97	\$ 64.46 \$ 134,074.77
15	\$ 45.54 \$ 94,715.35	\$ 56.92 \$ 118,394.19	\$ 68.30 \$ 142,073.03
16	\$ 48.14 \$ 100,134.09	\$ 60.18 \$ 125,167.61	\$ 72.21 \$ 150,201.13
<b>Department of Public Works Labor Workforce</b>			
MWI	\$ 17.00 \$ 35,360.00	\$ 19.39 \$ 40,331.20	\$ 21.78 \$ 45,302.40
MWII	\$ 19.00 \$ 39,520.00	\$ 21.98 \$ 45,718.40	\$ 24.96 \$ 51,916.80
MWIII	\$ 21.00 \$ 43,680.00	\$ 24.29 \$ 50,523.20	\$ 27.58 \$ 57,366.40
MWIV	\$ 23.00 \$ 47,840.00	\$ 26.61 \$ 55,348.80	\$ 30.22 \$ 62,857.60
MWV	\$ 25.00 \$ 52,000.00	\$ 28.92 \$ 60,153.60	\$ 32.84 \$ 68,307.20



**REVISIONS LOG**

REVISION YEAR	DATE INTRODUCED TO SAL & GRIEV	MODIFICATION TO PRIOR NON-REP COMP PLAN	GENERAL ORDINANCE / RESOLUTION / OR OTHER REF DOCUMENT
2014	01-22-2014	<ol style="list-style-type: none"> <li>1) Modified the merit and incentive adjustment amounts to accommodate the 2014 budgeted increase amount to payroll of 2.5% overall</li> <li>2) Updated Exec Summary, listed all department head titles (adding changes from 2013 re: appointed and at-will department heads), loosened the evaluation form statement, allowing for a switch to electronic/MUNIS based evaluation process if needed</li> <li>3) Updated XIII, C, 4 to state that inactive employees out on leave will receive increase upon return to active status</li> <li>4) Miscellaneous date and/or title changes, replacing 2013 with 2014</li> <li>5) Removed 6-month "evaluation" period as it is obsolete</li> <li>6) 2014 Wage Scale ranges were NOT modified from 2013, just the date of the salary range was revised.</li> </ol>	<p>Resolution 132-13-14 R.C. 310-13-14</p>
2015		<ol style="list-style-type: none"> <li>1) Modify the merit amount to accommodate the 2015 budget increase to payroll of 2.0% overall.</li> <li>2) Increase the mid-point of all salary grades by 2%.</li> <li>3) Referenced the option to use the MUNIS electronic evaluation process.</li> </ol>	
2016		<ol style="list-style-type: none"> <li>1) Add one level higher Maintenance Worker (5) to the DFW Labor Workforce.</li> <li>2) Change Chief Admin Officer title to City Administrator and add reference to a separate evaluation form for the position.</li> <li>3) Modify percent increases for merit to ranges as a guideline to appropriately identify the discretionary element of the merit increase rather than a possible perceived increase amount.</li> </ol>	
2017		<ol style="list-style-type: none"> <li>1) Starting in 2017, a reserve account will be made available to determine an appropriate salary increase amount and will be based on a combination of market data and Consumer Price Index.</li> <li>2) Consistent with Chapter 82 of the Municipal Code, it is possible to hire an employee in a position less than minimum pay if the employee does not possess the minimum qualifications but is either enrolled in a certificate program or has demonstrated the propensity to achieve the appropriate training to achieve the minimum qualifications.</li> <li>3) In preparation for a 2018 modified merit program for Department of Public Works, a 2018 Modified Step-Increase Merit Program has been introduced as the 2018 budget preparation will be affected.</li> <li>4) While paper evaluations are acceptable, a shift to the MUNIS</li> </ol>	

		<p>electronic evaluations program is expected for reviews in the last quarter of 2017.</p> <p>5) Pay Scale adjustment: A 2% lift has been applied to the mid-point for pay grades 1-16. A 2% lift to the top of DFW labor workforce maximum pay, which adjusted the midpoint of pay grades MWI - MWS.</p>	
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