ATTACHMENTS

Resignation

November 11, 2015

Dear Mayor Vandersteen and Sheboygan Common Council,

This is to inform you that I will be resigning from my seat as Alderperson in District 2 as of December 31, 2015.

Although I was planning to finish my 4th term as Alderperson, due to my upcoming marriage, I will be moving outside of my current district.

I wish the city of Sheboygan great success.

Sincerely,

Jodi VanderWeele

Alderperson, District 2

Resignation

Richards, Susan

From: Mayor Vandersteen
Sent: Monday, November 16, 2015 11:34 AM
To: Richards, Susan
Subject: FW: Updates

Sue,

Please place this letter of resignation from Rebecca Clarke on the Council Agenda.

Mike Vandersteen. Mayor
City of Sheboygan

From: Clarke, Rebecca
Sent: Monday, February 02, 2015 11:10 AM
To: Pelishek, Chad; Mayor Vandersteen
Subject: Updates

I wanted to let you both know (if you don't already) that my position at Maywood is being eliminated. The City and Trust want to hire a director, or park manager at Maywood and cannot afford to have a Director and Naturalist. Thus, the Naturalist position is being eliminated.

I am not sure how long that process will take, with all the committees, etc. But my last day at Maywood is tomorrow, Feb 3rd.

That being said, I am leaving on good terms with Maywood and the Sheboygan Sustainable Task Force. I will look forward to continuing my efforts on natural resource initiatives both locally and state-wide. I am hoping I can remain active with the STF, at least on the education committee. I think my contacts and experience will be useful.

I am especially interested in the Solar Sheboygan program and it's potential. I've have nothing but rave reviews of working with the guys at Arch Electric when the panels were installed at Maywood.

I hope we can continue to work together. My new email is beccaclarke@charter.net My phone number is 920-627-3883.

Thank you,

Rebecca Clarke
Maywood Park Naturalist/Education Coordinator
Phone: 920.459.3906
www.gomaywood.org
"Like" us on Facebook!

Appointment

City of Sheboygan
spirit on the lake.

November16, 2015

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

David Kuckuk, to be appointed to the Sustainable Sheboygan Task Force to fill the unexpired term of Rebecca Clarke, whose term expires 4/25/16.

MICHAEL VANDERSTEEN, MAYOR

Lies over

City of
Sheboygan
spirit on the lake.

November16, 2015

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Samy Yang, to be appointed to the Senior Activity Center Commission to fill the unexpired term of Mary Ryan, whose term expires 4/25/16.

MICHAEL VANDERSTEEN, MAYOR

Lies over

Samy Elisabeth Yang
samyyang@gmail.com
1744 Greenfield Ave.
Sheboygan, WI 53081
(920) 946-1842

QUALIFICATIONS

Detail-oriented, organized, and dedicated hard worker. Excellent verbal and written communication skills. Gets along well with different personality types. Works well under direction and also independently. Experienced in research, interviewing, analysis, writing, and editing. Works conscientiously on each project or task. Manages time well and works reasonably well under pressure. Uses creative thinking for projects and problem-solving.

EDUCATION

Bachelor of Arts 2000-2005
University of Wisconsin-Madison
Madison, WI
Major: English
Minor: Creative Writing
GPA: 3.45
Senior Thesis: "*There is No Snow in Laos* and Other Stories," a collection of narratives that convey the grief of identity and culture loss for immigrant and first generation Hmong families.

Activities:

- Member of Chancellor's Scholarship Program (CSP)
- Participated in community services such as Hammer with a Heart
- Member of the Hmong American Student Association
- Co-wrote, produced, and acted in short play for Hmong Culture Show

WORK EXPERIENCE

Manager – Union Oriental Market, Sheboygan, WI 2008- Current
Freelance Writer & Editor Current
Pre-College Coordinator - UW-Sheboygan, Sheboygan, WI 2009
Janitor – Corporate Support Services, Madison, WI 2005
Assembly Worker – Pentair, Sheboygan, WI 2002
Office Assistant – UW-Madison Service Department, Madison, WI 2001-2002

VOLUNTEER WORK & COMMUNITY SERVICE

Writer - Online Satirical News Website Current
Hmong Literacy Teacher - St. Peter Claver, Sheboygan, WI 1998-2000, 2013-2014
Literary Editor & Writer – Unplug Magazine, Sacramento, CA 2007-2008
Youth group leader – Asian Youth Retreats, Milwaukee, WI 2005-2006
Volunteer – Center for Hmong Arts and Talent, St. Paul, MN 2004-2005
President – Sheboygan Senior Club, Sheboygan, WI 1999-2000
Candy striper - St. Nicholas Hospital, Sheboygan, WI 1999-2000

II

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

Submitting various license applications ALREADY ISSUED.

City Clerk

TEMPORARY OPERATOR'S LICENSE

No.	Name	Address
0947	Saenz, Kerri E.	22 North 9th St., Oostburg

Consent



II

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

Submitting various license applications.

City Clerk

COMMERCIAL OPERATOR'S LICENSE (December 31, 2016)

No.	Name	Address
1173	Jerrys Lawn & Grounds Serv.	2913 S. 17th St.
2138	Jr's Tree Service	1429 N. 26th St.
1721	Larry Sommersberger	3904 High Cliff Ct.
1814	Morse Landscaping LLC	2737 N. 21st St.
2688	Parms Landscape Management	N7185 State Rd. 57, Plymouth
1999	Professional Landscaping	836 Wisconsin Ave., Oostburg
1315	Schmidts Landscaping	W3127N Cty Rd. A, Sheb. Falls
1951	Scotty Landscape Supply, LLC	3823 Enterprise Dr.
3068	Stuebs Lawn and Landscape	N3328 Tipperary Rd., Cascade
2610	Superior Lawn & Garden, LLC	6510 Superior Ave., Kohler
2169	T & L Services	15854 Center Rd., Cleveland
1984	Trugreen	2015 W Spencer St., Appleton
2695	Undercut Tree Service/Land.	N4117 Van Treeck Trl.

Consent

II

III

Res. No. ____ - 15 - 16. By Alderpersons VanderWeele and Draughon.
November 16, 2015.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 1560 N. 17th St.

RESOLVED: That the City Clerk is hereby directed to publish the following notice in the official newspaper in accordance with the provisions of §62.23(7)(d) of the Wisconsin Statutes:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., December 21, 2015, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class UI Urban Industrial to Class UR-12 Urban Residential Classification:

Property located at 1560 N. 17th St.:

SECTION 15 & 22, T. 15 N., R. 23 E.
O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT.

Consent



LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E., AND THE NW 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E., IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 176,310.03 SQ. FT. OR 4.05 ACRES.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. ___ - 15 - 16. By FINANCE. November 16, 2015.

Your Committee to whom was referred R. O. No. 195-15-16 by the City Clerk submitting the Tax Levy Certification for the 2015-2016 School Year for the Kohler School District; recommends that the document be accepted and 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

4.3

R. O. No. 195 - 15 - 16. By CITY CLERK. November 2, 2015.

Submitting the Tax Levy Certification for the 2015-2016 School Year for the Kohler School District.

Finance
Acc & Fill

City Clerk

Wisconsin Department of Public Instruction

PI-1508 TAX LEVY CERTIFICATION

ss. 24.71, 120.17 (8)

Instructions: This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10.**
(Ref Wisconsin Statute s.120.12(3))

2015-2016 School Year

T O

1. Muncipal Clerk: SUSAN RICHARDS
828 CENTER AVE
SHEBOYGAN, WI 53081-4442

2. Municipality: City of Sheboygan

3. County: Sheboygan County

The levy is distributed using the same percentage as the equalized valuation.	**Entire School District**	**Portion of School District Lying Within Municipality**
	Column 1	Column 2
4. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	$547,639,804.00	$112,949,147.00
5. Percent of Entire School District	100%	20.624715%
6. Total Levy	$5,742,815.00	**$1,184,439.21**

CERTIFICATION

I HEREBY CERTIFY the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17 (8). The state superintendent, pursuant to s. 121.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

NOTARY SEAL

F R O M

Name of School District	School District Clerk
Kohler (2842)	Chad Hamilton

Signature of School District Clerk

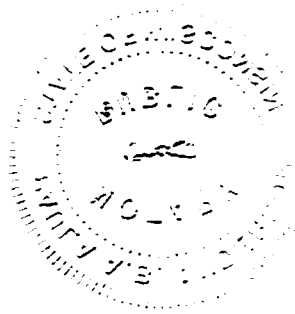
Signature of Notary Public

Signed before me this date: 26 October 2015

My Commission Expires: 30 May 2017

Wisconsin Statutory References:
s.120.17(8)
s.120.44
s.121.06(2)

Mail tax settlement to: District Administrator
Kohler School District
333 Upper Rd
Kohler, WI 53044



VI

R. C. No. ___ - 15 - 16. By FINANCE. November 16, 2015.

Your Committee to whom was referred R. O. No. 196-15-16 by the City Clerk submitting the Tax Levy Certification for Lakeshore Technical College for the 2015-2016 School Year; recommends that the document be accepted and 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

4.4

R. O. No. 196- 15 - 16. By CITY CLERK. November 2, 2015.

Submitting the Tax Levy Certification for Lakeshore Technical College for the 2015-2016 School Year.

Finance

Cc & File

City Clerk



Enclosed is your municipality's tax levy report that supports the 2015-16 budget for the Lakeshore Technical College District. Also enclosed is a copy of the district-wide apportionment of the tax levy based upon the 2015 fully certified values furnished by the Wisconsin Department of Revenue.

We wish to remind you that settlement for taxes collected on behalf of our district is required by Wisconsin statutes on or before the 15th of the month, following the month of collection, beginning in January and continuing in accordance with your municipality's payment plan. Your cooperation in remitting payments is greatly appreciated.

Any questions pertaining to the procedures for payment of property taxes should be directed to Debbie Keehan at 920-693-1742, or debbie.keehan@gotoltc.edu or Molly O'Connell at 920-693-1752, or molly.o'connell@gotoltc.edu.

PAYMENT INSTRUCTIONS

There are two options available for payment of taxes. Payment can either be made by check or by wire transfer.

1. [redacted] – PLEASE NOTE CHANGE IN ADDRESS
   Checks should be made payable to Lakeshore Technical College and mailed to:

   Lakeshore Technical College
   ATTN: Debbie Keehan
   1290 North Ave.
   Cleveland, WI 53015

2. [redacted]
   Please contact Molly O'Connell, Business Office Manager, at 693-1752 or molly.o'connell@gotoltc.edu, for wiring instructions.

Debbie Keehan
Grant Accountant
Lakeshore Technical College
1290 North Ave., Cleveland WI 53015
Phone-920.693.1742 Fax-920.693.3635
debbie.keehan@gotoltc.edu
"Sometimes we expect more from others because we'd be willing to do that much for them."

LAKESHORE TECHNICAL COLLEGE DISTRICT

Tax Levy Report

To Susan Richards, Clerk of the City of Sheboygan, County of Sheboygan, State of Wisconsin.

I, Roy Kluss, Secretary/Treasurer of the Lakeshore Technical College District Board of the State of Wisconsin do hereby certify that the sum of $ 10,947,553 was voted on and authorized by the Board of the above named District at the District Board meeting held on the 21st day of October, 2015. The proportion of such sum that must be raised in that part of said District lying in your City is:

$ 1,050,280.64 OPERATIONS

$ 790,709.73 DEBT SERVICE

$ 1,840,990.37 TOTAL DOLLARS, which you are hereby

respectfully requested to assess against the taxable property of such District lying in your City as required by Section 38.16(1), Wisconsin Statutes.

Secretary/Treasurer of the District Board

Section 1, 38.16(1) Wisconsin Statutes. Annually by October 31 or within 10 days after receipt of the equalized valuations from the Department of Revenue, whichever is later, the district board may levy a tax, on the full value of the taxable property of the district, for the purpose of making capital improvements, acquiring equipment and operating and maintaining the schools of the district, and paying principal and interest on valid bonds or notes now or hereafter outstanding as provided in s. 67.035. The district board secretary shall file with the clerk of each city, village and town, any part of which is located in the district, a certified statement showing the amount of the levy and the proportionate amount of the tax to be spread upon the tax rolls for collection in each city, village and town. Such proportion shall be ascertained on the basis of the ratio of full value of the taxable property of that part of the city, village and town located in the district to the full value of all taxable property in the district, as certified to the district board secretary by the Department of Revenue. Upon receipt of the certified statement from the district board secretary, the clerk of each city, village and town shall spread the amounts thereof upon the tax rolls for collection. When the taxes are collected such amounts shall be paid by the treasurer of each city, village and town to the district board treasurer.

Lakeshore Technical College
2015-16

	Municipality	(TID Out) Equalized Valuations	Percent of Total	General	Special Revenue	Operating Total	Debt Service	Total
Calumet County								
08 012	T NEW HOLSTEIN	30,406,652	0.002226	11,136 90	2,764 44	13,901 34	10,465.71	24,367.05
Calumet County Total		30,406,652	0.002226	11,136 90	2,764 44	13,901 34	10,465.71	24,367.05
Manitowoc County								
36 002	T CATO	141,122,500	0.010330	51,688 28	12,830 25	64,518 53	48,573 14	113,091.67
36 004	T CENTERVILLE	69,671,600	0.005100	25,518 37	6,334 26	31,852 63	23,980 43	55,833.06
36 006	T COOPERSTOWN	6,809,581	0.000498	2,494.11	619 10	3,113 21	2,343 80	5,457.01
36 008	T EATON	74,755,750	0.005472	27,380 44	6,796.47	34,176 91	25,730 28	59,907 19
36 010	T FRANKLIN	104,519,000	0.007651	38,281.69	9,502 42	47,784.11	35,974.53	83,758 64
36 012	T GIBSON	92,859,374	0.006797	34,011 17	8,442 38	42,453 55	31,961 39	74,414 94
36 014	T KOSSUTH	160,186,000	0.011726	58,670 59	14,563 42	73,234.01	55,134 63	128,368 64
36 016	T LIBERTY	139,467,700	0.010209	51,082.19	12,679 80	63,761.99	48,003 57	111,765 56
36 018	T MANITOWOC	88,428,600	0.006473	32,388.40	8,039 57	40,427 97	30,430 43	70,864.40
36 020	T MANITOWOC RAPIDS	193,263,000	0.014513	72,618 66	18,025 22	90,642.08	68,240 41	158,882.49
36 022	T MAPLE GROVE	45,948,166	0.003363	16,828.49	4,177.23	21,005.72	15,814 27	36,819 99
36 024	T MEEME	107,740,700	0.007887	39,481.68	9,795 37	49,257 00	37,083.42	86,340.42
36 026	T MISHICOT	92,995,200	0.006807	34,060.92	8,454.72	42,515 64	32,008.14	74,523.78
36 028	T NEWTON	211,540,400	0.015485	77,479.92	19,232.34	96,712 26	72,810 37	169,522.63
36 030	T ROCKLAND	57,460,150	0.004209	21,045 66	5,224 03	26,269.69	19,777.29	46,046.98
36 032	T SCHLESWIG	222,488,100	0.016286	81,489 68	20,227.66	101,717 34	76,578.48	178,295.82
36 034	T TWO CREEKS	43,805,500	0.003214	16,061.06	3,991.70	20,072.76	15,111 89	35,184.65
36 036	T TWO RIVERS	127,147,200	0.009307	46,569 61	11,559 68	58,129 29	43,762.96	101,892 25
36 112	V CLEVELAND	81,751,200	0.005984	29,942.63	7,432.47	37,375 10	28,138 05	65,513 15
36 126	V FRANCIS CREEK	37,542,900	0.002748	13,750 66	3,413 24	17,163 90	12,921.94	30,085 84
36 132	V KELLNERSVILLE	12,137,200	0.000888	4,445 44	1,103.46	5,548.90	4,177.52	9,726 42
36 151	V MISHICOT	82,172,800	0.006015	30,097.05	7,470 83	37,567.85	28,283.18	65,851.01
36 176	V REEDSVILLE	50,254,000	0.003679	18,406 30	4,568 88	22,975.18	17,296 09	40,272 17
36 181	V SAINT NAZIANZ	38,583,400	0.002824	14,131.76	3,507.64	17,639.60	13,280.07	30,919 67
36 186	V VALDERS	53,256,100	0.003898	19,505 66	4,841.62	24,347.68	18,330 29	42,677.97
36 191	V WHITELAW	38,454,400	0.002815	14,084.51	3,496.11	17,580 62	13,235.67	30,816 29
36 241	C KIEL	235,440,100	0.017234	86,233.55	21,405 20	107,038.75	81,036.44	188,075.19
36 251	C MANITOWOC	1,789,853,500	0.131019	655,561.29	162,725.70	818,287.08	616,052.07	1,434,339.15
36 266	C TWO RIVERS	473,812,300	0.034684	173,541.02	43,076 98	216,618 00	163,082.09	379,700.09
Manitowoc County Total		4,878,564,821	0.357116	1,786,849.19	443,538.16	2,230,387.35	1,679,159.72	3,909,547.07
Ozaukee County								
45 002	T BELGIUM	138,681,268	0.010005	50,091.61	12,426 47	62,488.08	47,044.51	109,532.59
45 006	T FREDONIA	103,130,360	0.007550	37,775 28	9,376.71	47,151.99	35,498.64	82,650 63
45 106	V BELGIUM	140,033,100	0.010251	51,289 27	12,731.21	64,020.48	48,198.18	112,218.66
Ozaukee County Total		379,850,728	0.027805	139,126.16	34,534.39	173,660 55	130,741.33	304,401.88
Sheboygan County								
59 002	T GREENBUSH	133,145,452	0.009748	48,766.57	12,105.01	60,871.58	45,827.51	106,699.09
59 004	T HERMAN	122,870,600	0.008994	45,003 23	11,170.87	56,174.10	42,291.00	98,465.10
59 006	T HOLLAND	314,940,600	0.023054	115,354.02	28,633.59	143,987.61	108,401.89	252,389.50
59 008	T LIMA	215,444,500	0.015771	78,909.85	19,587 29	98,497.14	74,164.13	172,661.27
59 010	T LYNDON	164,793,500	0.012063	60,356.14	14,982 32	75,340.46	56,720 50	132,060.96
59 012	T MITCHELL	114,266,000	0.008364	41,851.68	10,388.57	52,240.25	39,329.37	91,569.62
59 014	T MOSEL	125,907,300	0.009217	46,115.48	11,446.95	57,562.43	43,336 20	100,898.63
59 016	T PLYMOUTH	322,142,900	0.023581	117,989.77	29,287.85	147,277 62	110,878 80	258,156.42
59 018	T RHINE	328,832,500	0.024071	120,439.94	29,896.04	150,335.98	113,181.30	263,517.28
59 020	T RUSSELL	28,074,387	0.002055	10,282 68	2,552.40	12,835.08	9,662.96	22,498.04
59 022	T SCOTT	145,255,200	0.010633	53,201.94	13,205 98	66,407.92	49,995.58	116,403.50
59 024	T SHEBOYGAN	696,158,600	0.050960	254 978 83	63,291.77	318,270 60	239,611.83	557,882.43
59 026	T SHEBOYGAN FALLS	197,126,200	0.014430	72,200 49	17,921.87	90,122.36	67,849.13	157,971.49
59 028	T SHERMAN	133,438,600	0.009768	48,873 94	12,131 66	61,005 60	45,928.41	106,934.01
59 030	T WILSON	376,438,000	0.027556	137,876.18	34,224.13	172,100 31	129,566.70	301,667.01
59 101	V ADELL	33,924,700	0.002483	12,426.44	3,084 29	15,509.73	11,676.59	27,186.32
59 111	V CASCADE	37,338,200	0.002733	13,675 69	3,394 63	17,070.32	12,851.48	29,921.80
59 112	V CEDAR GROVE	131,861,500	0.009652	48,296.29	11,988.28	60,284 57	45,385 59	105,670.16
59 121	V ELKHART LAKE	277,615,700	0.020322	101,681.37	25,239.72	126,921.09	95,553 26	222,474.35
59 131	V GLENBEULAH	26,787,400	0.002107	10,543 83	2,617.23	13,161.06	9,908 37	23,069.43
59 135	V HOWARDS GROVE	221,748,900	0.016232	81,218.93	20,160 46	101,379.39	76,324 05	177,703.44
59 141	V KOHLER	418,675,900	0.030648	153,348.47	38,064.21	191,410 68	144,104 62	335,515.30
59 165	V OOSTBURG	168,970,800	0.012369	61,888.14	15,362.10	77,250 24	58,158 29	135,408.53
59 176	V RANDOM LAKE	136,007,100	0.009956	49,814 68	12,365.18	62,179.86	46 812.47	108,992.33
59 191	V WALDO	29,675,700	0.002187	10,942.43	2,716.17	13,658 60	10,282 96	23,941.56
59 271	C PLYMOUTH	604,206,000	0.044229	221,299.72	54,931.81	276,231.53	207,962.47	484,194 00
59 281	C SHEBOYGAN	2,297,297,000	0.168165	841,420 27	208,860 37	1,050,280 64	790,709.73	1,840,990 37
59 282	C SHEBOYGAN FALLS	567,033,600	0.041507	207,684.75	51,552 26	259,237 01	195,168 05	454,405 06
Sheboygan County Total		8,372,184,039	0.612853	3,066,440.75	761,163 01	3,827,603 76	2,881,633 24	6,709,237 00
Total		13,661,006,238	1.000000	5,003,553 00	1,242,000 00	6,245,553 00	4,702,000 00	10,947,553 00
City, Town & Village Summary								
Towns		5,674,371,738	0.415370	2,078,326	515,869	2,594,215	1,953,070	4,547,285
Villages		2,018,992,000	0.147792	739,487	183,558	923,045	694,920	1,617,964
Cities		5,967,642,500	0.436838	2,185,741	542,552	2,728,293	2,054,011	4,782,304
		13,661,006,238	1.000000	5,003,553	1,242,000	6,245,553	4,702,000	10,947,553
County Summary								
08 Calumet		30,406,652	0.002226	11,137	2,764	13,901	10,466	24,367
36 Manitowoc		4,878,564,821	0.357116	1,786,849	443,538	2,230,387	1,679,160	3,909,547
45 Ozaukee		379,850,726	0.027805	139,126	34,534	173,661	130,741	304,402
59 Sheboygan		8,372,184,039	0.612853	3,066,441	761,163	3,827,604	2,881,633	6,709,237
		13,661,006,238	1.000000	5,003,553	1,242,000	6,245,553	4,702,000	10,947,553
Tax Rate			0.80137			0.45716	0.34419	0.80137

VI

R. C. No. ____ - 15 - 16. By PUBLIC WORKS. November 16, 2015.

Your Committee to whom was referred R. O. No. 202-15-16 by the City Clerk submitting a communication from Scott Lewandoske requesting a non-removable flag holder be placed next to the gravestone of Charles A. Born in the Wildwood Cemetery; recommends that the document be accepted and 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

Other Matters

10.1

R. O. No. 202- 15 - 16. By CITY CLERK. November 2, 2015.

Submitting a communication from Scott Lewandoske requesting a non-removable flag holder be placed next to the gravestone of Charles A. Born in the Wildwood Cemetery.

Public Works.

Acc File

City Clerk



Richards, Susan

From: Scott Lewandoske <sheboyganhistory@bytehead.com>
Sent: Sunday, November 01, 2015 7:03 PM
To: Richards, Susan; Richards, Susan; Richards, Sue; jlintereur@gannett.com
Subject: For Common Council meeting of November 2.
Attachments: Born grave photo 1 VFW marker.jpg; Born grave photo 2 Veteran marker.jpg; Born grave photo 3 no flag holder.jpg

Sue,

Could you add the following item to the agenda for the Common Council meeting of November 2? I would like it to go the Public Works Committee.
Thank you.

To the Mayor of Sheboygan and members of the Sheboygan Common Council.

I would like to know why the city of Sheboygan has ZERO respect for Veterans buried in Sheboygan's Wildwood Cemetery. I am speaking about the total lack of respect being shown to one Veteran buried in Sheboygan's Wildwood Cemetery, Charles Born.

Charles Born died in 1929 and since he had no family members left, he was buried in an unmarked grave with no gravestone. In 2010, after about a year of going thru government red tape, I was able to get a Veteran's gravestone for Mr. Born, but I was not told about it until after it was installed. Later in 2010, I was at VFW 1230 for a Friday Fish Fry and mentioned what I did and asked how I could get a flag holder for the grave. I was handed a VFW flag holder about a minute later. I then put the flag holder next to Born's gravestone. The following year, it was nice to see a flag in the holder for Memorial Day. But, later that summer, I found the flag holder laying in the grass next to the stone, with the metal bar bent (I could not straighten it) and the plastic part with the VFW emblem showed signs of having been run over by a lawnmower, as there were cut marks in it.

So, I went to the Veteran's office and was able to get a replacement flag holder, which I put in the ground next to the gravestone. That flag holder also disappeared the following summer, so I went back to the Veteran's office, which had moved and got another flag holder. This past July, shortly after the 4th of July, this flag holder was again gone. Other Veteran's graves in the area still had their flag holders.

Mr. Born, as a Veteran certainly deserves to be honored with a flag holder next to his gravestones, like other U.S. Veterans. I ask that the City of Sheboygan obtain another flag holder (4th one) and install it next to the gravestone, so that it cannot be removed.

Additional info on Charles Born that shows why he should be shown respect by the City of Sheboygan instead of the disrespect he has been shown with his flag holders being run over by lawnmowers or just removed.
1. Born joined the Sheboygan Evergreen City Guards which later became part of the Wisconsin National Guard. He joined as a private.
2. In 1887, Born was elected a Sheboygan alderman. He was re-elected in 1888.
3. In 1889, Born was named Sheboygan's second Police Chief. He served as Police Chief until 1881, when he was again elected alderman. He served as alderman until 1895.
4. In 1893, Born was promoted to the rank of major in the Evergreen City Guards.
5. In 1895, Born was made a full Colonel in the Wisconsin National Guard. Three months later, Born was elected mayor of Sheboygan as a Republican.
6. In 1897, Born was re-elected mayor.

7. In 1898, During the Spanish-American War, the National Guard was called up and Born became a Colonel in the U.S. Army.
8. On May 2, 1898, Born turned in his resignation as mayor due to his military service. The Sheboygan Common Council voted 16-0 NOT to accept Mayor Born's resignation.
9. In June 1898, Born was made an acting Brigadier General and sent to Puerto Rico.
10. When the war ended so soon, Born returned to Sheboygan and resumed his duties as mayor. It was also reported in the newspapers that Born was in the process of being promoted to full Brigadier General when the war ended. But, Born also resigned his commission when the war ended.
11. In 1899, Born was re-elected mayor for his 3rd term, again as a Republican.
12. In 1901, Born was again elected mayor, but this time as a Socialist.
13. In 1903, Born again ran for mayor, but lost by 79 votes.
14. In 1918, Born gave the city free use of Born's Park to use as an emergency hospital during the flu epidemic.
15. In 1925, Born again decided to run for alderman, he lost by 119 votes.
16. In 1927, Born again ran for alderman and this time won by 194 votes.
17. Born was still an alderman in January 1929.

Doesn't a man and Veteran deserve to have a flag holder next to his gravestone that cannot removed.

I ask the Sheboygan Common Council to approve this and make it permanent that if the flag holder disappears that the City will replace it ASAP.

I have attached three pictures. Picture one shows Born's gravestone with the VFW flag holder. Picture two shows the gravestone with the U.S.
Veteran flag holder. Picture three shows the gravestone with no flag holder.

Scott Lewandoske


CHARLES A BORN
COL F & S 2 US REGT
SPANISH AMERICAN WAR
NOV 21 1851
JAN 11 1929


VETERAN
US
VETERAN
CHARLES A BORN
COL F & S 2 US REGT
SPANISH AMERICAN WAR
NOV 21 1851
JAN 11 1929


CHARLES A BORN
COL F & S 2 US REGT
SPANISH AMERICAN WAR
NOV 21 1851 JAN 11 1929

VII

R. C. No. ____ - 15 - 16. By LAW AND LICENSING. November 16, 2015.

Your Committee to whom was referred, pursuant R. O. No. 197-15-16 by the City Clerk, submitting license applications for the period ending December 31, 2015 and June 30, 2017; recommends the following licenses be granted with various caveat and to accept withdrawal of Taxicab Driver License application #0940:

"CLASS B" LIQUOR LICENSE (June 30, 2016)

No.	Name	Address
3160	Bo Mallies	2427 Calumet Dr.

MASSAGE ESTABLISHMENT LICENSE (**RENEW**)(December 31, 2016)

No.	Name	Address
1685	Bonelli, Robyn	1812 Superior Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

No.	Name	Address
7767	Albrecht, Chris S.	16223 W Washington Rd., Cleveland
0943	Anderson, Jacinta D.	1632 N. 10th St.
1057	Becker, Angela F.	2234 N. 20th St.
0937	Chapman, Brianna Marie	1508 Erie Ave.
*9346	Huerta, Jaime A.	818 Whitcomb Ave.

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

0942	Leis, Stewart P.	4209 State Hwy 42
0938	Loose, Scott L.	2316 S. 14th St.
*0939	Perl, Michael J.	2225 Cleveland Ave.

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

8389	Schultz, Cynthia A.	507 Pine St., Sheb. Falls

Concurs

TAXICAB DRIVER LICENSE **(NEW)** (December 31, 2015)

No.	Name	Address
8429	Escobar, Panfilo	3025B N. 9th St., #4
0941	Trotter, Latricia N.	245 Shelly Dr., Sheb. Falls

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. ___ - 15 - 16. By FINANCE. November 16, 2015.

Your Committee to whom was referred Res. No. 94-15-16 by Alderperson Hammond authorizing the Mayor's International Committee to enter into contracts as necessary to stage the performance of the UW Badger Band at the Urban Middle School on April 4, 2016; recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



III

5.4

Res. No. 94 - 15 - 16. By Alderperson Hammond. November 2, 2015.

A RESOLUTION authorizing the Mayor's International Committee to enter into contracts as necessary to stage the performance of the UW Badger Band at the Urban Middle School on April 4, 2016.

RESOLVED: That the Mayor, on behalf of the Mayor's International Committee, is hereby authorized to enter into contracts as necessary to stage the performance of the UW Badger Band at Urban Middle School on April 4, 2016.

Finance approve.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

VII

R. C. No. ____ - 15 - 16. By FINANCE. November 16, 2015.

Your Committee to whom was referred the following:

R. C. No. 131-15-16 by Salaries and Grievances
R. C. No. 132-15-16 by Law and Licensing
R. C. No. 133-15-16 by Public Works
R. C. No. 144-15-16 by Finance
R. C. No. 145-15-16 by Finance
R. C. No. 146-15-16 by Public Protection and Safety
R. C. No. 147-15-16 by Public Protection and Safety

all referring to R. C. No. 113-15-16 by Strategic Fiscal Planning and R. O. No. 72-15-16 by the Chief Administrative Officer submitting the summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Projects Funds **AND** R. C. No. 114-15-16 by Strategic Fiscal Planning and R. O. No. 73-15-16 by the Chief Administrative Officer submitting the summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds; recommends that the documents be accepted and placed on file.

Concurs

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



VI

5.8

R. C. No. 131 - 15 - 16. By SALARIES AND GRIEVANCES. August 17, 2015.

Your Committee to whom was referred the following:

1. A copy of R. C. No. 113-15-16 by Strategic Fiscal Planning and R. O. No. 72-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Projects Funds; and

2. A copy of R. C. No. 114-15-16 by Strategic Fiscal Planning and R. O. 73-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds;

recommends that the documents be accepted and filed.

Finance
File

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

6.6

R. C. No. 113 - 15 - 16. By STRATEGIC FISCAL PLANNING. August 3, 2015.

Your Committee to whom was referred R. O. No. 72-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds; recommends sending to Council with a positive recommendation.

Refer to Finance, Law & Licensing, Pub. Prot & Safety, Pub Wks & Rec & Parks

Acc File

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

4.9

R. O. No. 72 - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER. July 6, 2015.

Submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds. The comparison is to the 2015 approved budget.

Strategic
positive recommendation
refer to standing

Chief Administrative Officer

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Revenue - General Fund				
Taxes (Other than Property)	1,243,956	1,446,403	202,447	16.27%
Licenses & Permits	706,344	705,165	(1,179)	-0.17%
Intergovernmental Revenue	14,174,399	14,306,287	131,888	0.93%
Charges for Services	1,202,130	1,436,064	233,934	19.46%
Fines & Forfeits	337,100	293,100	(44,000)	-13.05%
Interest on Investments	192,350	195,650	3,300	1.72%
Miscellaneous Revenue	121,668	119,877	(1,791)	-1.47%
Other Financing Sources	1,730,977	1,749,912	18,935	1.09%
Total Revenue	19,708,924	20,252,458	543,534	2.76%
Revenue - Mead Library				
Intergovernmental Revenue	641,462	622,405	(19,057)	-2.97%
Charges for Services	74,550	65,700	(8,850)	-11.87%
Miscellaneous Revenue	44,001	40,000	(4,001)	-9.09%
Total Revenue	760,013	728,105	(31,908)	-4.20%
Revenue - Debt Service Fund				
Interest on Investments	15,000	15,000	-	0.00%
Pension Transfer	490,405	492,544	2,139	0.44%
Transfer from Other Funds	1,088,359	1,028,240	(60,119)	-5.52%
Total Revenue	1,593,764	1,535,784	(57,980)	-3.64%
City Tax Levy				
General Fund	15,972,916	15,274,633	(698,283)	-4.37%
Mead Library Fund	2,305,741	2,305,741	-	0.00%
Debt Service Fund	2,886,889	2,886,889	-	0.00%
Transit Utility fund	511,547	519,490	7,943	1.55%
Total City Tax Levy	21,677,093	20,986,753	(690,340)	-3.18%

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
General Fund				
Department				
Council	127,818	123,630	(4,188)	-3.28%
Mayor	453,471	410,249	(43,222)	-9.53%
City Clerk	345,394	346,859	1,465	0.42%
Elections	57,698	157,698	100,000	173.32%
Finance	906,485	909,800	3,315	0.37%
Assessor	430,486	419,856	(10,630)	-2.47%
Human Resources	252,782	240,757	(12,025)	-4.76%
City Attorney	447,869	434,237	(13,632)	-3.04%
City Insurance	398,601	398,394	(207)	-0.05%
City Buildings	796,031	798,785	2,754	0.35%
Board of Review	1,450	1,550	100	6.90%
Employee Benefits	340,003	340,003	-	0.00%
Total General Government	4,558,088	4,581,818	23,730	0.52%
Police	12,337,886	11,979,719	(358,167)	-2.90%
Fire	7,801,175	8,007,883	206,708	2.65%
Building Inspection	732,520	678,448	(54,072)	-7.38%
Emergency Operations	1,200	1,200	-	0.00%
Civil Defense	18,455	15,600	(2,855)	-15.47%
Total Public Protection	20,891,236	20,682,850	(208,386)	-1.00%
Public Works	253,144	249,542	(3,602)	-1.42%
Engineering	521,209	532,927	11,718	2.25%
Streets	3,947,654	4,077,751	130,097	3.30%
Sanitation	2,412,400	2,387,878	(24,522)	-1.02%
Boat Facilities	-	-	-	0.00%
Landfill	19,000	10,000	(9,000)	-47.37%
Total Public Works	7,153,407	7,258,098	104,691	1.46%
Cemetery	249,012	241,577	(7,435)	-2.99%
Total Human Services	249,012	241,577	(7,435)	-2.99%
Park Department	2,363,999	2,315,625	(48,374)	-2.05%
Senior Center	180,524	173,698	(6,826)	-3.78%
Total Culture/Recreation	2,544,523	2,489,323	(55,200)	-2.17%
City Development	266,574	254,880	(11,694)	-4.39%
Interfund Transfers	4,000	3,545	(455)	-11.38%
Uncollectible Receivables	15,000	15,000	-	0.00%
Total General Fund	35,681,840	35,527,091	(154,749)	-0.43%

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Meg Unit Fund	56,887	53,827	(3,060)	-5.38%
Mead Library Fund	3,065,754	3,033,846	(31,908)	-1.04%
Tourism Fund	1,188,384	1,229,843	41,459	3.49%
Cable TV Franchise Fund	558,100	576,170	18,070	3.24%
Minicipal Court Fund	1,113,500	904,500	(209,000)	-18.77%
Ambulance Fund	1,208,000	1,234,957	26,957	2.23%
Special Assessment Fund	448,368	345,024	(103,344)	-23.05%
Harbor Centre Marina Fund	1,024,995	775,000	(249,995)	-24.39%
Redevelopment Authority Fund	11,300	15,000	3,700	32.74%
Total Special Revenue Funds	8,675,288	8,168,167	(507,121)	-5.85%
G O Debt Service Fund	4,480,653	4,422,673	(57,980)	-1.29%
TID VI Debt Service Fund	1,803,048	1,567,249	(235,799)	-13.08%
TID V Debt Service Fund	5,039	3,300	(1,739)	-34.51%
TID VII Debt Service Fund	149,664	137,963	(11,701)	-7.82%
TID X Debt Service Fund	252,762	268,500	15,738	6.23%
TID XI Debt Service Fund	457,250	588,571	131,321	28.72%
TID XII Debt Service Fund	160,603	206,994	46,391	28.89%
TID XIII Debt Service Fund	251,299	316,569	65,270	25.97%
TID XIV Debt Service Fund	424,684	444,632	19,948	4.70%
TID XV Debt Service Fund	205,304	220,546	15,242	7.42%
TID E1 Debt Service Fund	162,963	207,628	44,665	27.41%
Total Debt Service Funds	8,353,269	8,384,625	31,356	0.38%
Industrial Park Fund	4,500	4,100	(400)	-8.89%
Capital Improvements Fund	3,000,000	3,000,000	-	0.00%
Transit Utility Fund	511,547	519,490	7,943	1.55%
Total Budget	56,226,444	55,603,473	(476,165)	-0.85%

VI

6.7

R. C. No. 114 - 15 - 16. By STRATEGIC FISCAL PLANNING. August 3, 2015.

Your Committee to whom was referred R. O. No. 73-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds; recommends sending to the Council with a positive recommendation.

refer to:
Finance, Law & Lic.,
Pub. Prot & Safety
Pub Wks & Cul & Rec
Adm & Dev

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

4.10

R. O. No. 73 - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER. July 6, 2015.

Submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2015 approved budget.

Strategic
positive recommendation
refer to 5 standings

Chief Administrative Officer

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Enterprise Funds				
Wastewater Fund	9,111,268	8,420,302	(690,966)	-7.58%
Boat Facilities Fund	124,261	96,300	(27,961)	-22.50%
Parking Utility Fund	459,420	461,170	1,750	0.38%
Transit Utility Fund	3,616,178	3,613,518	(2,660)	-0.07%
Total Enterprise Funds	13,311,127	12,591,290	(719,837)	-5.41%
Internal Service Funds				
Motor Vehicle Fund	2,002,951	1,989,788	(13,163)	-0.66%
Health Insurance Fund	8,235,786	7,361,837	(873,949)	-10.61%
Liability Insurance Fund	577,000	577,000	-	0.00%
Workers Compensation Fund	609,405	609,405	-	0.00%
Information Technology Fund	849,520	851,807	2,287	0.27%
Total Internal Service Funds	12,274,662	11,389,837	(884,825)	-7.21%
Trust Funds				
Cemetery Perpetual Care Fund	13,796	9,940	(3,856)	-27.95%
E H May Environmental Park Fund	23,375	-	(23,375)	-100.00%
Everhard/Forrer Trust Fund	62,500	7,000	(55,500)	-88.80%
Total Trust Funds	99,671	16,940	(82,731)	-83.00%

VII

5.9

R. C. No. 132 - 15 - 16. By LAW AND LICENSING. August 17, 2015.

Your Committee to whom was referred the following:

1. A copy of R. C. No. 113-15-16 by Strategic Fiscal Planning and R. O. No. 72-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Projects Funds; and

2. A copy of R. C. No. 114-15-16 by Strategic Fiscal Planning and R. O. 73-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds;

recommends that the documents be approved.

Trayce Jille

Jodi Vandenberg

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

6.6

R. C. No. 113 - 15 - 16. By STRATEGIC FISCAL PLANNING. August 3, 2015.

Your Committee to whom was referred R. O. No. 72-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds; recommends sending to Council with a positive recommendation.

refer to Finance & Law & Licensing & Pub. Prot & Safety & Pub Wks & Sal & Grievance & Ad & Fill

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

4.9

R. O. No. 72 - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER. July 6, 2015.

Submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds. The comparison is to the 2015 approved budget.

Strategic
positive recommendation
refer to standing

Chief Administrative Officer

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Revenue - General Fund				
Taxes (Other than Property)	1,243,956	1,446,403	202,447	16.27%
Licenses & Permits	706,344	705,165	(1,179)	-0.17%
Intergovernmental Revenue	14,174,399	14,306,287	131,888	0.93%
Charges for Services	1,202,130	1,436,064	233,934	19.46%
Fines & Forfeits	337,100	293,100	(44,000)	-13.05%
Interest on Investments	192,350	195,650	3,300	1.72%
Miscellaneous Revenue	121,668	119,877	(1,791)	-1.47%
Other Financing Sources	1,730,977	1,749,912	18,935	1.09%
Total Revenue	19,708,924	20,252,458	543,534	2.76%
Revenue - Mead Library				
Intergovernmental Revenue	641,462	622,405	(19,057)	-2.97%
Charges for Services	74,550	65,700	(8,850)	-11.87%
Miscellaneous Revenue	44,001	40,000	(4,001)	-9.09%
Total Revenue	760,013	728,105	(31,908)	-4.20%
Revenue - Debt Service Fund				
Interest on Investments	15,000	15,000	-	0.00%
Pension Transfer	490,405	492,544	2,139	0.44%
Transfer from Other Funds	1,088,359	1,028,240	(60,119)	-5.52%
Total Revenue	1,593,764	1,535,784	(57,980)	-3.64%
City Tax Levy				
General Fund	15,972,916	15,274,633	(698,283)	-4.37%
Mead Library Fund	2,305,741	2,305,741	-	0.00%
Debt Service Fund	2,886,889	2,886,889	-	0.00%
Transit Utility fund	511,547	519,490	7,943	1.55%
Total City Tax Levy	21,677,093	20,986,753	(690,340)	-3.18%

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
General Fund				
Department				
Council	127,818	123,630	(4,188)	-3.28%
Mayor	453,471	410,249	(43,222)	-9.53%
City Clerk	345,394	346,859	1,465	0.42%
Elections	57,698	157,698	100,000	173.32%
Finance	906,485	909,800	3,315	0.37%
Assessor	430,486	419,856	(10,630)	-2.47%
Human Resources	252,782	240,757	(12,025)	-4.76%
City Attorney	447,869	434,237	(13,632)	-3.04%
City Insurance	398,601	398,394	(207)	-0.05%
City Buildings	796,031	798,785	2,754	0.35%
Board of Review	1,450	1,550	100	6.90%
Employee Benefits	340,003	340,003	-	0.00%
Total General Government	4,558,088	4,581,818	23,730	0.52%
Police	12,337,886	11,979,719	(358,167)	-2.90%
Fire	7,801,175	8,007,883	206,708	2.65%
Building Inspection	732,520	678,448	(54,072)	-7.38%
Emergency Operations	1,200	1,200	-	0.00%
Civil Defense	18,455	15,600	(2,855)	-15.47%
Total Public Protection	20,891,236	20,682,850	(208,386)	-1.00%
Public Works	253,144	249,542	(3,602)	-1.42%
Engineering	521,209	532,927	11,718	2.25%
Streets	3,947,654	4,077,751	130,097	3.30%
Sanitation	2,412,400	2,387,878	(24,522)	-1.02%
Boat Facilities	-	-	-	0.00%
Landfill	19,000	10,000	(9,000)	-47.37%
Total Public Works	7,153,407	7,258,098	104,691	1.46%
Cemetery	249,012	241,577	(7,435)	-2.99%
Total Human Services	249,012	241,577	(7,435)	-2.99%
Park Department	2,363,999	2,315,625	(48,374)	-2.05%
Senior Center	180,524	173,698	(6,826)	-3.78%
Total Culture/Recreation	2,544,523	2,489,323	(55,200)	-2.17%
City Development	266,574	254,880	(11,694)	-4.39%
Interfund Transfers	4,000	3,545	(455)	-11.38%
Uncollectible Receivables	15,000	15,000	-	0.00%
Total General Fund	35,681,840	35,527,091	(154,749)	-0.43%

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Meg Unit Fund	56,887	53,827	(3,060)	-5.38%
Mead Library Fund	3,065,754	3,033,846	(31,908)	-1.04%
Tourism Fund	1,188,384	1,229,843	41,459	3.49%
Cable TV Franchise Fund	558,100	576,170	18,070	3.24%
Minicipal Court Fund	1,113,500	904,500	(209,000)	-18.77%
Ambulance Fund	1,208,000	1,234,957	26,957	2.23%
Special Assessment Fund	448,368	345,024	(103,344)	-23.05%
Harbor Centre Marina Fund	1,024,995	775,000	(249,995)	-24.39%
Redevelopment Authority Fund	11,300	15,000	3,700	32.74%
Total Special Revenue Funds	8,675,288	8,168,167	(507,121)	-5.85%
G O Debt Service Fund	4,480,653	4,422,673	(57,980)	-1.29%
TID VI Debt Service Fund	1,803,048	1,567,249	(235,799)	-13.08%
TID V Debt Service Fund	5,039	3,300	(1,739)	-34.51%
TID VII Debt Service Fund	149,664	137,963	(11,701)	-7.82%
TID X Debt Service Fund	252,762	268,500	15,738	6.23%
TID XI Debt Service Fund	457,250	588,571	131,321	28.72%
TID XII Debt Service Fund	160,603	206,994	46,391	28.89%
TID XIII Debt Service Fund	251,299	316,569	65,270	25.97%
TID XIV Debt Service Fund	424,684	444,632	19,948	4.70%
TID XV Debt Service Fund	205,304	220,546	15,242	7.42%
TID E1 Debt Service Fund	162,963	207,628	44,665	27.41%
Total Debt Service Funds	8,353,269	8,384,625	31,356	0.38%
Industrial Park Fund	4,500	4,100	(400)	-8.89%
Capital Improvements Fund	3,000,000	3,000,000	-	0.00%
Transit Utility Fund	511,547	519,490	7,943	1.55%
Total Budget	56,226,444	55,603,473	(476,165)	-0.85%

VI

6.7

R. C. No. 114 - 15 - 16. By STRATEGIC FISCAL PLANNING. August 3, 2015.

Your Committee to whom was referred R. O. No. 73-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds; recommends sending to the Council with a positive recommendation.

refer to:
Finance, Law & Lic.
Pub. Prot & Safety
Pub Wks & Bal & Rec
Adv Bds

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

4.10

R. O. No. 73 - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER. July 6, 2015.

Submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2015 approved budget.

Strategic
positive recommendation
refer to 5 standing

Chief Administrative Officer

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Enterprise Funds				
Wastewater Fund	9,111,268	8,420,302	(690,966)	-7.58%
Boat Facilities Fund	124,261	96,300	(27,961)	-22.50%
Parking Utility Fund	459,420	461,170	1,750	0.38%
Transit Utility Fund	3,616,178	3,613,518	(2,660)	-0.07%
Total Enterprise Funds	13,311,127	12,591,290	(719,837)	-5.41%
Internal Service Funds				
Motor Vehicle Fund	2,002,951	1,989,788	(13,163)	-0.66%
Health Insurance Fund	8,235,786	7,361,837	(873,949)	-10.61%
Liability Insurance Fund	577,000	577,000	-	0.00%
Workers Compensation Fund	609,405	609,405	-	0.00%
Information Technology Fund	849,520	851,807	2,287	0.27%
Total Internal Service Funds	12,274,662	11,389,837	(884,825)	-7.21%
Trust Funds				
Cemetery Perpetual Care Fund	13,796	9,940	(3,856)	-27.95%
E H May Environmental Park Fund	23,375	-	(23,375)	-100.00%
Everhard/Forrer Trust Fund	62,500	7,000	(55,500)	-88.80%
Total Trust Funds	99,671	16,940	(82,731)	-83.00%

VI

5.10

R. C. No. 133 - 15 - 16. By PUBLIC WORKS. August 17, 2015.

Your Committee to whom was referred the following:

1. A copy of R. C. No. 113-15-16 by Strategic Fiscal Planning and R. O. No. 72-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Projects Funds; and

2. A copy of R. C. No. 114-15-16 by Strategic Fiscal Planning and R. O. 73-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds;

recommends that the documents be approved.

Finance file

John Re
James a. Bohn
Bill Thall

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

6.6

R. C. No. 113 - 15 - 16. By STRATEGIC FISCAL PLANNING. August 3, 2015.

Your Committee to whom was referred R. O. No. 72-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds; recommends sending to Council with a positive recommendation.

refer to
Finance
Law & Licensing
Pub. Prot & Safety
Pub Wks
& Rec & Grievance
approve

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

4.9

R. O. No. 72 - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER. July 6, 2015.

Submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds. The comparison is to the 2015 approved budget.

Strategic
positive recommendation
refer S standing

Chief Administrative Officer

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Revenue - General Fund				
Taxes (Other than Property)	1,243,956	1,446,403	202,447	16.27%
Licenses & Permits	706,344	705,165	(1,179)	-0.17%
Intergovernmental Revenue	14,174,399	14,306,287	131,888	0.93%
Charges for Services	1,202,130	1,436,064	233,934	19.46%
Fines & Forfeits	337,100	293,100	(44,000)	-13.05%
Interest on Investments	192,350	195,650	3,300	1.72%
Miscellaneous Revenue	121,668	119,877	(1,791)	-1.47%
Other Financing Sources	1,730,977	1,749,912	18,935	1.09%
Total Revenue	19,708,924	20,252,458	543,534	2.76%
Revenue - Mead Library				
Intergovernmental Revenue	641,462	622,405	(19,057)	-2.97%
Charges for Services	74,550	65,700	(8,850)	-11.87%
Miscellaneous Revenue	44,001	40,000	(4,001)	-9.09%
Total Revenue	760,013	728,105	(31,908)	-4.20%
Revenue - Debt Service Fund				
Interest on Investments	15,000	15,000	-	0.00%
Pension Transfer	490,405	492,544	2,139	0.44%
Transfer from Other Funds	1,088,359	1,028,240	(60,119)	-5.52%
Total Revenue	1,593,764	1,535,784	(57,980)	-3.64%
City Tax Levy				
General Fund	15,972,916	15,274,633	(698,283)	-4.37%
Mead Library Fund	2,305,741	2,305,741	-	0.00%
Debt Service Fund	2,886,889	2,886,889	-	0.00%
Transit Utility fund	511,547	519,490	7,943	1.55%
Total City Tax Levy	21,677,093	20,986,753	(690,340)	-3.18%

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
General Fund				
Department				
Council	127,818	123,630	(4,188)	-3.28%
Mayor	453,471	410,249	(43,222)	-9.53%
City Clerk	345,394	346,859	1,465	0.42%
Elections	57,698	157,698	100,000	173.32%
Finance	906,485	909,800	3,315	0.37%
Assessor	430,486	419,856	(10,630)	-2.47%
Human Resources	252,782	240,757	(12,025)	-4.76%
City Attorney	447,869	434,237	(13,632)	-3.04%
City Insurance	398,601	398,394	(207)	-0.05%
City Buildings	796,031	798,785	2,754	0.35%
Board of Review	1,450	1,550	100	6.90%
Employee Benefits	340,003	340,003	-	0.00%
Total General Government	4,558,088	4,581,818	23,730	0.52%
Police	12,337,886	11,979,719	(358,167)	-2.90%
Fire	7,801,175	8,007,883	206,708	2.65%
Building Inspection	732,520	678,448	(54,072)	-7.38%
Emergency Operations	1,200	1,200	-	0.00%
Civil Defense	18,455	15,600	(2,855)	-15.47%
Total Public Protection	20,891,236	20,682,850	(208,386)	-1.00%
Public Works	253,144	249,542	(3,602)	-1.42%
Engineering	521,209	532,927	11,718	2.25%
Streets	3,947,654	4,077,751	130,097	3.30%
Sanitation	2,412,400	2,387,878	(24,522)	-1.02%
Boat Facilities	-	-	-	0.00%
Landfill	19,000	10,000	(9,000)	-47.37%
Total Public Works	7,153,407	7,258,098	104,691	1.46%
Cemetery	249,012	241,577	(7,435)	-2.99%
Total Human Services	249,012	241,577	(7,435)	-2.99%
Park Department	2,363,999	2,315,625	(48,374)	-2.05%
Senior Center	180,524	173,698	(6,826)	-3.78%
Total Culture/Recreation	2,544,523	2,489,323	(55,200)	-2.17%
City Development	266,574	254,880	(11,694)	-4.39%
Interfund Transfers	4,000	3,545	(455)	-11.38%
Uncollectible Receivables	15,000	15,000	-	0.00%
Total General Fund	35,681,840	35,527,091	(154,749)	-0.43%

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Meg Unit Fund	56,887	53,827	(3,060)	-5.38%
Mead Library Fund	3,065,754	3,033,846	(31,908)	-1.04%
Tourism Fund	1,188,384	1,229,843	41,459	3.49%
Cable TV Franchise Fund	558,100	576,170	18,070	3.24%
Minicipal Court Fund	1,113,500	904,500	(209,000)	-18.77%
Ambulance Fund	1,208,000	1,234,957	26,957	2.23%
Special Assessment Fund	448,368	345,024	(103,344)	-23.05%
Harbor Centre Marina Fund	1,024,995	775,000	(249,995)	-24.39%
Redevelopment Authority Fund	11,300	15,000	3,700	32.74%
Total Special Revenue Funds	8,675,288	8,168,167	(507,121)	-5.85%
G O Debt Service Fund	4,480,653	4,422,673	(57,980)	-1.29%
TID VI Debt Service Fund	1,803,048	1,567,249	(235,799)	-13.08%
TID V Debt Service Fund	5,039	3,300	(1,739)	-34.51%
TID VII Debt Service Fund	149,664	137,963	(11,701)	-7.82%
TID X Debt Service Fund	252,762	268,500	15,738	6.23%
TID XI Debt Service Fund	457,250	588,571	131,321	28.72%
TID XII Debt Service Fund	160,603	206,994	46,391	28.89%
TID XIII Debt Service Fund	251,299	316,569	65,270	25.97%
TID XIV Debt Service Fund	424,684	444,632	19,948	4.70%
TID XV Debt Service Fund	205,304	220,546	15,242	7.42%
TID E1 Debt Service Fund	162,963	207,628	44,665	27.41%
Total Debt Service Funds	8,353,269	8,384,625	31,356	0.38%
Industrial Park Fund	4,500	4,100	(400)	-8.89%
Capital Improvements Fund	3,000,000	3,000,000	-	0.00%
Transit Utility Fund	511,547	519,490	7,943	1.55%
Total Budget	56,226,444	55,603,473	(476,165)	-0.85%

VI

6.7

R. C. No. 114 - 15 - 16. By STRATEGIC FISCAL PLANNING. August 3, 2015.

Your Committee to whom was referred R. O. No. 73-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds; recommends sending to the Council with a positive recommendation.

refer to:
Finance, Law & Lic.,
Pub Prot & Safety
Pub Wks & Bal & Rec.
approve.

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

4.10

R. O. No. 73 - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER. July 6, 2015.

Submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2015 approved budget.

Strategic
positive recommendation
refer to 5 standings

Chief Administrative Officer

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Enterprise Funds				
Wastewater Fund	9,111,268	8,420,302	(690,966)	-7.58%
Boat Facilities Fund	124,261	96,300	(27,961)	-22.50%
Parking Utility Fund	459,420	461,170	1,750	0.38%
Transit Utility Fund	3,616,178	3,613,518	(2,660)	-0.07%
Total Enterprise Funds	13,311,127	12,591,290	(719,837)	-5.41%
Internal Service Funds				
Motor Vehicle Fund	2,002,951	1,989,788	(13,163)	-0.66%
Health Insurance Fund	8,235,786	7,361,837	(873,949)	-10.61%
Liability Insurance Fund	577,000	577,000	-	0.00%
Workers Compensation Fund	609,405	609,405	-	0.00%
Information Technology Fund	849,520	851,807	2,287	0.27%
Total Internal Service Funds	12,274,662	11,389,837	(884,825)	-7.21%
Trust Funds				
Cemetery Perpetual Care Fund	13,796	9,940	(3,856)	-27.95%
E H May Environmental Park Fund	23,375	-	(23,375)	-100.00%
Everhard/Forrer Trust Fund	62,500	7,000	(55,500)	-88.80%
Total Trust Funds	99,671	16,940	(82,731)	-83.00%

VI

6.3

R. C. No. 144 - 15 - 16. By FINANCE. September 8, 2015.

Your Committee to whom was referred R. C. No. 113-15-16 by Strategic Fiscal Planning to whom was referred R. O. No. 72-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds; recommends approval of the budget requests with the following:

Municipal Court increased Jail Services $20,000 - reduced payment to municipalities

Finance
Jill

Julie Kath

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



VI

6.6

R. C. No. 113 - 15 - 16. By STRATEGIC FISCAL PLANNING. August 3, 2015.

Your Committee to whom was referred R. O. No. 72-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds; recommends sending to Council with a positive recommendation.

refer to Finance
Law & Licensing,
Pub. Prot & Safety
Pub Wks & Sol & Grievance

9/8/15 Finance Committee approves 2 (Municipal Court increased Jail Services $20,000, reduced payment to municipalities) refer to Finance

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

4.9

R. O. No. 72 - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER. July 6, 2015.

Submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds. The comparison is to the 2015 approved budget.

Strategic

positive recommendation

refer S standing

Chief Administrative Officer



	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Revenue - General Fund				
Taxes (Other than Property)	1,243,956	1,446,403	202,447	16.27%
Licenses & Permits	706,344	705,165	(1,179)	-0.17%
Intergovernmental Revenue	14,174,399	14,306,287	131,888	0.93%
Charges for Services	1,202,130	1,436,064	233,934	19.46%
Fines & Forfeits	337,100	293,100	(44,000)	-13.05%
Interest on Investments	192,350	195,650	3,300	1.72%
Miscellaneous Revenue	121,668	119,877	(1,791)	-1.47%
Other Financing Sources	1,730,977	1,749,912	18,935	1.09%
Total Revenue	19,708,924	20,252,458	543,534	2.76%
Revenue - Mead Library				
Intergovernmental Revenue	641,462	622,405	(19,057)	-2.97%
Charges for Services	74,550	65,700	(8,850)	-11.87%
Miscellaneous Revenue	44,001	40,000	(4,001)	-9.09%
Total Revenue	760,013	728,105	(31,908)	-4.20%
Revenue - Debt Service Fund				
Interest on Investments	15,000	15,000	-	0.00%
Pension Transfer	490,405	492,544	2,139	0.44%
Transfer from Other Funds	1,088,359	1,028,240	(60,119)	-5.52%
Total Revenue	1,593,764	1,535,784	(57,980)	-3.64%
City Tax Levy				
General Fund	15,972,916	15,274,633	(698,283)	-4.37%
Mead Library Fund	2,305,741	2,305,741	-	0.00%
Debt Service Fund	2,886,889	2,886,889	-	0.00%
Transit Utility fund	511,547	519,490	7,943	1.55%
Total City Tax Levy	21,677,093	20,986,753	(690,340)	-3.18%

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
General Fund				
Department				
Council	127,818	123,630	(4,188)	-3.28%
Mayor	453,471	410,249	(43,222)	-9.53%
City Clerk	345,394	346,859	1,465	0.42%
Elections	57,698	157,698	100,000	173.32%
Finance	906,485	909,800	3,315	0.37%
Assessor	430,486	419,856	(10,630)	-2.47%
Human Resources	252,782	240,757	(12,025)	-4.76%
City Attorney	447,869	434,237	(13,632)	-3.04%
City Insurance	398,601	398,394	(207)	-0.05%
City Buildings	796,031	798,785	2,754	0.35%
Board of Review	1,450	1,550	100	6.90%
Employee Benefits	340,003	340,003	-	0.00%
Total General Government	4,558,088	4,581,818	23,730	0.52%
Police	12,337,886	11,979,719	(358,167)	-2.90%
Fire	7,801,175	8,007,883	206,708	2.65%
Building Inspection	732,520	678,448	(54,072)	-7.38%
Emergency Operations	1,200	1,200	-	0.00%
Civil Defense	18,455	15,600	(2,855)	-15.47%
Total Public Protection	20,891,236	20,682,850	(208,386)	-1.00%
Public Works	253,144	249,542	(3,602)	-1.42%
Engineering	521,209	532,927	11,718	2.25%
Streets	3,947,654	4,077,751	130,097	3.30%
Sanitation	2,412,400	2,387,878	(24,522)	-1.02%
Boat Facilities	-	-	-	0.00%
Landfill	19,000	10,000	(9,000)	-47.37%
Total Public Works	7,153,407	7,258,098	104,691	1.46%
Cemetery	249,012	241,577	(7,435)	-2.99%
Total Human Services	249,012	241,577	(7,435)	-2.99%
Park Department	2,363,999	2,315,625	(48,374)	-2.05%
Senior Center	180,524	173,698	(6,826)	-3.78%
Total Culture/Recreation	2,544,523	2,489,323	(55,200)	-2.17%
City Development	266,574	254,880	(11,694)	-4.39%
Interfund Transfers	4,000	3,545	(455)	-11.38%
Uncollectible Receivables	15,000	15,000	-	0.00%
Total General Fund	35,681,840	35,527,091	(154,749)	-0.43%

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Meg Unit Fund	56,887	53,827	(3,060)	-5.38%
Mead Library Fund	3,065,754	3,033,846	(31,908)	-1.04%
Tourism Fund	1,188,384	1,229,843	41,459	3.49%
Cable TV Franchise Fund	558,100	576,170	18,070	3.24%
Minicipal Court Fund	1,113,500	904,500	(209,000)	-18.77%
Ambulance Fund	1,208,000	1,234,957	26,957	2.23%
Special Assessment Fund	448,368	345,024	(103,344)	-23.05%
Harbor Centre Marina Fund	1,024,995	775,000	(249,995)	-24.39%
Redevelopment Authority Fund	11,300	15,000	3,700	32.74%
Total Special Revenue Funds	8,675,288	8,168,167	(507,121)	-5.85%
G O Debt Service Fund	4,480,653	4,422,673	(57,980)	-1.29%
TID VI Debt Service Fund	1,803,048	1,567,249	(235,799)	-13.08%
TID V Debt Service Fund	5,039	3,300	(1,739)	-34.51%
TID VII Debt Service Fund	149,664	137,963	(11,701)	-7.82%
TID X Debt Service Fund	252,762	268,500	15,738	6.23%
TID XI Debt Service Fund	457,250	588,571	131,321	28.72%
TID XII Debt Service Fund	160,603	206,994	46,391	28.89%
TID XIII Debt Service Fund	251,299	316,569	65,270	25.97%
TID XIV Debt Service Fund	424,684	444,632	19,948	4.70%
TID XV Debt Service Fund	205,304	220,546	15,242	7.42%
TID E1 Debt Service Fund	162,963	207,628	44,665	27.41%
Total Debt Service Funds	8,353,269	8,384,625	31,356	0.38%
Industrial Park Fund	4,500	4,100	(400)	-8.89%
Capital Improvements Fund	3,000,000	3,000,000	-	0.00%
Transit Utility Fund	511,547	519,490	7,943	1.55%
Total Budget	56,226,444	55,603,473	(476,165)	-0.85%

VII

6.4

R. C. No. 145 - 15 - 16. By FINANCE. September 8, 2015.

Your Committee to whom was referred R. C. No. 114-15-16 by Strategic Fiscal Planning to whom was referred R. O. No. 73-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds; recommends approval of the budget requests with the following:

Transit Commission approved increasing Parking Utility Budget by $7,200, reducing the Transit Budget by $37,908; including a reduction of $7,943 in the tax levy.

Finance File

Julie Kath

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



VI

6.7

R. C. No. 114 - 15 - 16. By STRATEGIC FISCAL PLANNING. August 3, 2015.

Your Committee to whom was referred R. O. No. 73-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds; recommends sending to the Council with a positive recommendation.

refer to:
Finance, Law & Lic.,
Pub. Prot & Safety
Pub Wks & Sol & Recy

9/8/15 Finance Committee approves (Transit Commission approved increasing Parking Utility Budget by $7,300, reducing the Transit Budget by $37,908; including a reduction of $7,943 in the tax levy) refer to Finance.

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

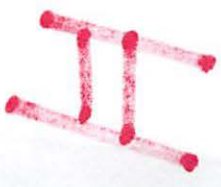
4.10

R. O. No. 73 - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER. July 6, 2015.

Submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2015 approved budget.

Strategic
positive recommendation
refer to 5 standings

Chief Administrative Officer



	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Enterprise Funds				
Wastewater Fund	9,111,268	8,420,302	(690,966)	-7.58%
Boat Facilities Fund	124,261	96,300	(27,961)	-22.50%
Parking Utility Fund	459,420	461,170	1,750	0.38%
Transit Utility Fund	3,616,178	3,613,518	(2,660)	-0.07%
Total Enterprise Funds	13,311,127	12,591,290	(719,837)	-5.41%
Internal Service Funds				
Motor Vehicle Fund	2,002,951	1,989,788	(13,163)	-0.66%
Health Insurance Fund	8,235,786	7,361,837	(873,949)	-10.61%
Liability Insurance Fund	577,000	577,000	-	0.00%
Workers Compensation Fund	609,405	609,405	-	0.00%
Information Technology Fund	849,520	851,807	2,287	0.27%
Total Internal Service Funds	12,274,662	11,389,837	(884,825)	-7.21%
Trust Funds				
Cemetery Perpetual Care Fund	13,796	9,940	(3,856)	-27.95%
E H May Environmental Park Fund	23,375	-	(23,375)	-100.00%
Everhard/Forrer Trust Fund	62,500	7,000	(55,500)	-88.80%
Total Trust Funds	99,671	16,940	(82,731)	-83.00%

VI

6.5

R. C. No. 146 - 15 - 16. By PUBLIC PROTECTION AND SAFETY.
September 8, 2015.

Your Committee to whom was referred a copy of R. C. No. 113-15-16 by Strategic Fiscal Planning to whom was referred R. O. No. 72-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds; recommends approval of the budget requests.

Image file

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

6.6

R. C. No. 113 - 15 - 16. By STRATEGIC FISCAL PLANNING. August 3, 2015.

Your Committee to whom was referred R. O. No. 72-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds; recommends sending to Council with a positive recommendation.

refer to
Finance
Law & Licensing
Pub. Prot & Safety
Pub Wks & Sol & Surv
approve

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

4.9

R. O. No. 72 - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER. July 6, 2015.

Submitting the attached summary of the 2016 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Projects Funds. The comparison is to the 2015 approved budget.

Strategic positive recommendation refer S standing

Chief Administrative Officer

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Revenue - General Fund				
Taxes (Other than Property)	1,243,956	1,446,403	202,447	16.27%
Licenses & Permits	706,344	705,165	(1,179)	-0.17%
Intergovernmental Revenue	14,174,399	14,306,287	131,888	0.93%
Charges for Services	1,202,130	1,436,064	233,934	19.46%
Fines & Forfeits	337,100	293,100	(44,000)	-13.05%
Interest on Investments	192,350	195,650	3,300	1.72%
Miscellaneous Revenue	121,668	119,877	(1,791)	-1.47%
Other Financing Sources	1,730,977	1,749,912	18,935	1.09%
Total Revenue	19,708,924	20,252,458	543,534	2.76%
Revenue - Mead Library				
Intergovernmental Revenue	641,462	622,405	(19,057)	-2.97%
Charges for Services	74,550	65,700	(8,850)	-11.87%
Miscellaneous Revenue	44,001	40,000	(4,001)	-9.09%
Total Revenue	760,013	728,105	(31,908)	-4.20%
Revenue - Debt Service Fund				
Interest on Investments	15,000	15,000	-	0.00%
Pension Transfer	490,405	492,544	2,139	0.44%
Transfer from Other Funds	1,088,359	1,028,240	(60,119)	-5.52%
Total Revenue	1,593,764	1,535,784	(57,980)	-3.64%
City Tax Levy				
General Fund	15,972,916	15,274,633	(698,283)	-4.37%
Mead Library Fund	2,305,741	2,305,741	-	0.00%
Debt Service Fund	2,886,889	2,886,889	-	0.00%
Transit Utility fund	511,547	519,490	7,943	1.55%
Total City Tax Levy	21,677,093	20,986,753	(690,340)	-3.18%

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
General Fund				
Department				
Council	127,818	123,630	(4,188)	-3.28%
Mayor	453,471	410,249	(43,222)	-9.53%
City Clerk	345,394	346,859	1,465	0.42%
Elections	57,698	157,698	100,000	173.32%
Finance	906,485	909,800	3,315	0.37%
Assessor	430,486	419,856	(10,630)	-2.47%
Human Resources	252,782	240,757	(12,025)	-4.76%
City Attorney	447,869	434,237	(13,632)	-3.04%
City Insurance	398,601	398,394	(207)	-0.05%
City Buildings	796,031	798,785	2,754	0.35%
Board of Review	1,450	1,550	100	6.90%
Employee Benefits	340,003	340,003	-	0.00%
Total General Government	4,558,088	4,581,818	23,730	0.52%
Police	12,337,886	11,979,719	(358,167)	-2.90%
Fire	7,801,175	8,007,883	206,708	2.65%
Building Inspection	732,520	678,448	(54,072)	-7.38%
Emergency Operations	1,200	1,200	-	0.00%
Civil Defense	18,455	15,600	(2,855)	-15.47%
Total Public Protection	20,891,236	20,682,850	(208,386)	-1.00%
Public Works	253,144	249,542	(3,602)	-1.42%
Engineering	521,209	532,927	11,718	2.25%
Streets	3,947,654	4,077,751	130,097	3.30%
Sanitation	2,412,400	2,387,878	(24,522)	-1.02%
Boat Facilities	-	-	-	0.00%
Landfill	19,000	10,000	(9,000)	-47.37%
Total Public Works	7,153,407	7,258,098	104,691	1.46%
Cemetery	249,012	241,577	(7,435)	-2.99%
Total Human Services	249,012	241,577	(7,435)	-2.99%
Park Department	2,363,999	2,315,625	(48,374)	-2.05%
Senior Center	180,524	173,698	(6,826)	-3.78%
Total Culture/Recreation	2,544,523	2,489,323	(55,200)	-2.17%
City Development	266,574	254,880	(11,694)	-4.39%
Interfund Transfers	4,000	3,545	(455)	-11.38%
Uncollectible Receivables	15,000	15,000	-	0.00%
Total General Fund	35,681,840	35,527,091	(154,749)	-0.43%

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Meg Unit Fund	56,887	53,827	(3,060)	-5.38%
Mead Library Fund	3,065,754	3,033,846	(31,908)	-1.04%
Tourism Fund	1,188,384	1,229,843	41,459	3.49%
Cable TV Franchise Fund	558,100	576,170	18,070	3.24%
Minicipal Court Fund	1,113,500	904,500	(209,000)	-18.77%
Ambulance Fund	1,208,000	1,234,957	26,957	2.23%
Special Assessment Fund	448,368	345,024	(103,344)	-23.05%
Harbor Centre Marina Fund	1,024,995	775,000	(249,995)	-24.39%
Redevelopment Authority Fund	11,300	15,000	3,700	32.74%
Total Special Revenue Funds	8,675,288	8,168,167	(507,121)	-5.85%
G O Debt Service Fund	4,480,653	4,422,673	(57,980)	-1.29%
TID VI Debt Service Fund	1,803,048	1,567,249	(235,799)	-13.08%
TID V Debt Service Fund	5,039	3,300	(1,739)	-34.51%
TID VII Debt Service Fund	149,664	137,963	(11,701)	-7.82%
TID X Debt Service Fund	252,762	268,500	15,738	6.23%
TID XI Debt Service Fund	457,250	588,571	131,321	28.72%
TID XII Debt Service Fund	160,603	206,994	46,391	28.89%
TID XIII Debt Service Fund	251,299	316,569	65,270	25.97%
TID XIV Debt Service Fund	424,684	444,632	19,948	4.70%
TID XV Debt Service Fund	205,304	220,546	15,242	7.42%
TID E1 Debt Service Fund	162,963	207,628	44,665	27.41%
Total Debt Service Funds	8,353,269	8,384,625	31,356	0.38%
Industrial Park Fund	4,500	4,100	(400)	-8.89%
Capital Improvements Fund	3,000,000	3,000,000	-	0.00%
Transit Utility Fund	511,547	519,490	7,943	1.55%
Total Budget	56,226,444	55,603,473	(476,165)	-0.85%

VII

6.6

R. C. No. 147- 15 - 16. By PUBLIC PROTECTION AND SAFETY.
September 8, 2015.

Your Committee to whom was referred a copy of R. C. No. 114-15-16 by Strategic Fiscal Planning to whom was referred R. O. No. 73-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds; recommends approval of the budget requests.

Finance
File

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

6.7

R. C. No. 114 - 15 - 16. By STRATEGIC FISCAL PLANNING. August 3, 2015.

Your Committee to whom was referred R. O. No. 73-15-16 by the Chief Administrative Officer submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds; recommends sending to the Council with a positive recommendation.

refer to:
Finance, Laws & Lic.,
Pub. Prot & Safety
Pub Wks & Sol & Sewer
approve

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

4.10

R. O. No. 73 - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER. July 6, 2015.

Submitting the attached summary of the 2016 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2015 approved budget.

Strategic
positive recommendation
refer to 5 standing

Chief Administrative Officer

	2015 Approved Budget	2016 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
Enterprise Funds				
Wastewater Fund	9,111,268	8,420,302	(690,966)	-7.58%
Boat Facilities Fund	124,261	96,300	(27,961)	-22.50%
Parking Utility Fund	459,420	461,170	1,750	0.38%
Transit Utility Fund	3,616,178	3,613,518	(2,660)	-0.07%
Total Enterprise Funds	13,311,127	12,591,290	(719,837)	-5.41%
Internal Service Funds				
Motor Vehicle Fund	2,002,951	1,989,788	(13,163)	-0.66%
Health Insurance Fund	8,235,786	7,361,837	(873,949)	-10.61%
Liability Insurance Fund	577,000	577,000	-	0.00%
Workers Compensation Fund	609,405	609,405	-	0.00%
Information Technology Fund	849,520	851,807	2,287	0.27%
Total Internal Service Funds	12,274,662	11,389,837	(884,825)	-7.21%
Trust Funds				
Cemetery Perpetual Care Fund	13,796	9,940	(3,856)	-27.95%
E H May Environmental Park Fund	23,375	-	(23,375)	-100.00%
Everhard/Forrer Trust Fund	62,500	7,000	(55,500)	-88.80%
Total Trust Funds	99,671	16,940	(82,731)	-83.00%

VIII

R. C. No. ___ - 15 - 16. By SALARIES AND GRIEVANCES. November 16, 2015.

Your Committee to whom was referred Res. No. 97-15-16 by Alderperson Donohue authorizing entering into an agreement with Diversified Benefit Services, Inc., to administer the Flexible Benefit Plan for the period January 1, 2016 through December 31, 2016; recommends that the Resolution be passed.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



III

5.7

Res. No. 97 - 15 - 16. By Alderperson Donohue. November 2, 2015.

A RESOLUTION authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc. to administer the Flexible Benefit Plan for the period January 1, 2016 through December 31, 2016.

WHEREAS, the City allows employees to enroll in a flexible spending program.

RESOLVED: That the appropriate officers of the City of Sheboygan enter into a Flexible Benefit Plan Agreement for Services for the time period January 1, 2016 through December 31, 2016.

Sal & Steve approve.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

City of Sheboygan
Flexible Benefit Plan
Agreement for Service

01/01/2016 – 12/31/2016

DIVERSIFIED BENEFIT SERVICES, INC.
Dedicated to Excellence in Benefit Management Solutions

This Agreement for Third Party Administration Services ("Agreement") is made and entered into between Diversified Benefit Services, Inc. hereinafter referred to as "DBS" and the Employer designated on page (4) hereinafter referred to as "Employer".

WHEREAS, Employer has engaged DBS as a Third Party Administrator ("TPA") to provide Section 125 – Flexible Benefit Plan – FSA ("Plan") services ("Services") for the Plan sponsored by the Employer;

WHEREAS, DBS is making available FSA administrative and other related services to be established by the Employer and designed to comply with Section 125 of the Internal Revenue Code (the "Code");

WHEREAS, the FSA administrative services incorporates professional material, and internally developed DBS corporate information;

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein the parties hereto agree as follows:

1. DBS agrees to make available the Flexible Benefit Plan to be used as the Employer Flexible Benefit Plan. Employer agrees not to disclose details of the Plan to other parties or copy any materials provided, except for auditors, attorneys, and others to whom disclosure is legally required, unless DBS gives permission to do so.

2. Employer retains DBS as Plan Agent for the Employer Flexible Benefit Plan and authorizes DBS to perform all functions necessary to prepare, implement, and operate the Employer Flexible Benefit Plan.

3. Employer agrees to provide data that DBS needs in communication and enrollment of the Flexible Benefit Plan. Employer also agrees to make the necessary payroll deductions and assist DBS in implementing and operating the Plan.

4. Employer recognizes that certain owners and their family members may not be eligible to participate in the Flexible Benefit Plan (including the pre-tax premium portion of the Plan). The Employer agrees to contact their legal counsel as needed to determine whether their owners and family members can participate. The Employer further agrees not to provide DBS with enrollment information on the owners and family members if it is determined said persons are ineligible to participate.

5. DBS services may include some or all of the following items (as needed): restatement of a Flexible Benefit Plan Document, Summary Plan Description, ancillary forms, employee enrollment, and claims recordkeeping. In addition, annual non-discrimination testing required under Code Section 125 may be completed only if the Employer agrees to provide all Plan contribution information to DBS, including any group insurance premium contributions and key / highly compensated employee information (including salaries). Only dependent care testing can be completed if the Employer elects not to provide group insurance premium contribution amounts to DBS. The testing will be completed only if the Employer provides timely and complete information. Other package services specified in the attached Schedule A may be provided as noted by the Employer.

6. If the Employer elects to have the employee pay the monthly ongoing administration fee and an employee terminates with a balance in an account, the Employer shall be responsible for the monthly fee from that point forward. In addition, Employer recognizes that the Plan allows employees to submit claims after Plan year end for a specified period in accordance with the Plan Document. Employer understands and agrees that during this Plan year run out period, fees will be invoiced on the same basis as the previous months of the Plan year and will be for the run out period. This will be shown as a separate line item on the invoice. In addition, a separate line item on the invoice will be for services pertaining to the new Plan year coverage period.

7. Employer agrees to pay fees for services on a timely basis to DBS as listed in the attached Schedule A which is made part of this Agreement. Terms are included on each invoice as due upon receipt. In the event that the Employer does not remit payment for an undisputed invoice within a reasonable period of time (30 days), DBS shall cease providing Services to the Employer until such time that any outstanding invoices are paid.

8. Any overpayments to employees as a result of the Employer not notifying DBS as to status changes via the DBS Status Change Notification Form or other agreed upon format by both parties as of the claim cut-off date, will be the responsibility of the Employer. DBS shall have two complete business days to respond to the Employers request on a termination change, status change or other election change. Any subsequent bank charges as a result of the aforementioned will be the responsibility of the Employer. Requests by the Employer for processing special checks (meaning checks not processed at the regular claims processing date) due to an employee filing late claim(s), (meaning claim(s) received by DBS after the claims deadline date), or for lost or stolen checks will be done for a fee of $25 per check. If an employee or former employee

fails to retain original documentation regarding claims submitted to DBS and the employee or former employee requests copies of claims and/or documentation from DBS because of an audit by the IRS or another agency, there will be a fee of $0.25 per copy made. This will only be authorized by the Employer and will be billed to the Employer if authorization is obtained.

9. With respect to inadvertent overpayments to participants, DBS shall make reasonable efforts to recoup such payments, including offsets to future payments, ACH withdrawals (in the case of direct deposit participants) and a written request to return such overpayments, provided that DBS is notified within sixty days of such overpayments. However, DBS will not be responsible for funding any legal action to recover such overpayments, nor will it be responsible for reimbursing such overpayments to the Employer.

10. Employer agrees to pay to DBS the agreed upon fee indicated for other services listed on attached Schedule. This agreement does not cover any possible future Government imposed costs regarding auditing of Flexible Benefit Plans. Also, it is not within the scope of this Agreement to cover possible future Government imposed costs with regard to filing fees for any Government forms, documents, or year end (5500) reports. The term "Government" shall include but not be limited to the United States Government, Internal Revenue Service, Department of Labor, or a State within the United States.

11. This Agreement shall be exclusive and remain in effect for a period of one full Plan year wherein both parties have signed and dated said Agreement ("Initial Term"), after which time it shall be renewed automatically for one Plan year period ("Renewal Terms"), unless one party notifies the other in writing at least ninety (90) days prior to the renewal date that it does not intend to renew. The renewal date shall be the end of the Plan year. Notification under Section 11 of this Agreement shall be deemed duly given if delivered by certified or registered mail with postage prepaid to DBS or the Employer.

12. Notwithstanding the preceding paragraphs, either party may terminate this Agreement for cause at any time. "Cause" shall be limited to any of the following reasons: (a) if either party fails to perform its duties hereunder and such failure is not cured within thirty days of receipt of written notice thereof; (b) if all or any portion of the Plan fails to comply with applicable provisions of the Code and regulations thereunder or state regulations; or (c) if some or all of the Plan is not legally or validly implemented.

13. If the Employer terminates the Agreement without cause during the Agreement period ("Initial Term or Renewal Term"), the Agreement must be purchased by the Employer. Such Agreement buyout shall be based upon the fees that would have been charged for the remainder of the Agreement period for such services as future enrollment, monthly administration, miscellaneous, and any package services that may apply. Such fees shall be those as set forth in the attached Schedule A of the Agreement. Payment of the final invoice shall be due upon receipt. If the final invoice is not paid as described, DBS will not process claims and/or reports until full payment is made by the Employer.

14. If the Employer is purchased by another organization and/or merges and/or affiliates with another organization, the terms of this Agreement shall remain in full force and shall be binding until the end of the term of the Agreement unless a buyout of the Agreement is agreed to. Any buyout of the Agreement shall be the fees that would have been charged for the remainder of the Agreement period. Such fees shall be based upon the attached Schedule A of the Agreement including enrollment, monthly administration, miscellaneous, and any package fees that may apply.

15. DBS shall have the right to retain, at its own cost, outside services in preparing, implementing and operating of the Plan.

16. Nothing contained herein shall obligate Employer to utilize DBS as its agent or broker in providing group benefits to employees.

17. Employer recognizes that the Plan Document is an important legal document and that it has been prepared based on the understanding of DBS of the desired provisions. To ensure that the Plan Document conforms to the Employer's situation the Employer should consult with its attorney on the legal and tax implications of the Plan. Employer recognizes that DBS is not a law firm and that DBS employees are not attorneys. Additionally, Employer recognizes that DBS is not an accounting (CPA) firm.

18. Employer recognizes that DBS shall maintain all paper records related to the administration of the Plan for a period of seven years, after which time the documents will be destroyed.

19. Employer agrees to indemnify and hold harmless DBS, its affiliates, and any of its directors, officers or employees with respect to any and all liabilities, losses, damages, or expenses, including reasonable attorneys' fees, related to third party claims incurred by reason of the failure of the Employer to carry out its obligation under this agreement on a timely and non-negligent basis, unless such failure is based upon the negligence of DBS or any of its employees.

20. DBS agrees to indemnify and hold harmless Employer, its affiliates, and any of its directors, officers or employees with respect to any and all liabilities, losses, damages, or expenses, including reasonable attorneys' fees, related to third party claims incurred by reason of the failure of DBS to carry out its obligation under this agreement on a timely and non-negligent basis, unless such failure is based upon the negligence of Employer or any of its employees.

21. This exclusive Agreement, including Schedule A, constitutes the entire understanding of the parties and may be modified only in writing executed by both parties. It shall be binding upon both parties and their successors or assigns and shall be interpreted under the laws of the State of Wisconsin.

22. Plan years covered by the "Initial Term" of this Agreement shall be 01/01/2016 - 12/31/2016.

23. The respective rights and obligations of the parties under Sections 7, 18, 19, 20, 21, and 24 shall survive the termination of this Agreement.

24. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provision had not been included.

25. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature thereto.

26. All notices, demands, and requests that a party is required or elects to give to any other party shall be in writing and any such notice shall become effective (a) upon personal delivery thereof, including, but not limited to, delivery by a recognized overnight mail or courier service, or (b) three (3) days after it shall have been mailed by United States mail, first class, certified or registered, with postage prepaid, in each case addressed to the party to be notified as set forth in the agreement or to such other address as each party may designate for itself by like notice.

27. Notices to DBS will be sent to:

    Diversified Benefit Services, Inc.
    P.O. Box 260
    Hartland, WI 53029
    Attn: Timothy G. Pederson, President

Dated this _____ day of _____, 2015.

City of Sheboygan - "Employer"

By: _____ Title: _____

Attest: _____ Title: _____

_____
Employer Address, City, State, Zip / (Notices will be sent to the above address)

Diversified Benefit Services, Inc. - "DBS"

By: _____ Title: President

Witness: _____ Title: Sales & Enrollment Coordinator

City of Sheboygan Schedule A

1. Plan Implementation

Plan Design, Plan Document, Summary Plan Description, Business Associate Agreement, Privacy Practices provided as is. Client generated benefit or Plan changes that require the updating, changing, amending or restating of the Plan Document or Summary Plan Description will be billed separately. Printing of SPD booklets will be billed separately.

Fee: ***No Charge for Legal Documents 'as is'***

2. Group Meetings

Flexible Benefit Plan group meeting materials provided to the employer for distribution to employees. Group presentation(s) or webinars include communication of the Flexible Benefit Plan and explanation of enrollment materials and how to file a claim for reimbursement.

Fee: $90/meeting initial plan year; $50/meeting in subsequent plan years. *(Travel/lodging/meals billed separately if applicable)*

3. Employee Enrollment Options & Related Services
(Employer May Choose the Type of Enrollment)

A. **Individual Employee Meetings**. Option A (1) – Comprehensive Individual Employee Meetings: Services will include individual employee enrollment sessions with DBS Benefit Enrollers with a review of the employee flexible benefit Plan worksheet/employee guide and the utilization of the prior plan year. The DBS notebook computer system may be utilized if appropriate. Also includes the completion of enrollment forms and providing employees with an expense reimbursement kit. DBS will provide the Employer with copies of completed enrollment forms if requested. Also includes establishing Plan records on the DBS flexible benefit Plan software administration system, preliminary Plan compliance, election auditing, and other related in-house Plan year setup services. Option A (2) – DBS Enrollers onsite to answer employee questions: DBS Benefit Enrollers will be available for a limited period of time to answer employee questions regarding the plan. Enroller related costs such as travel, lodging, meals may be billed separately if applicable.

B. **Employer Self-Enrollment**. DBS will provide the Employer with enrollment forms, employee guides, and additional Plan materials for distribution to all eligible employees. An enrollment letter and Plan fact sheet will be provided as well. DBS will supply the Employer with claim forms and/or expense reporting kits as needed. This section also includes establishing Plan records on the Flexible Benefit Plan software administration system, preliminary Plan compliance, election auditing, and other related in-house Plan services. Another option allows for DBS to provide an electronic file of the enrollment materials for Employer to distribute to eligible employees. A third option allows for the employer to send an eligibility/enrollment file electronically to DBS to allow enrollment information to be downloaded into the DBS administration system.

C. **Online Internet Enrollment**. DBS will provide the Employer with an enrollment instruction letter and Plan information letter that includes a system password for User name and PIN. This will allow employees access to the DBS Website and Online enrollment system. Employees will receive screen confirmation when submitting their election information with print capability. The Employer agrees to distribute the enrollment letter with instructions to all eligible employees. DBS will provide the Employer with copies of completed online enrollment forms if requested. This section also includes establishing Plan records on the Flexible Benefit Plan software administration system, preliminary Plan compliance, election auditing, and other related in-house Plan year setup services.

Option A Fee:	(1) Comprehensive individual employee meetings with DBS enroller(s):	$10.00/eligible employee/plan year (Minimum fee: $150)
	(2) DBS Enrollers onsite to answer employee questions:	$300/enroller/day (Minimum fee: $150)
Option B Fee:	Self-Enrollment using paper packets or electronic file of materials or eligibility file sent by Employer to DBS:	$3.00/FSA participant/year (Minimum fee: $100)
Option C Fee:	Online Internet Enrollment:	$3.00/FSA participant/year (Minimum fee: $100)

City of Sheboygan Schedule A (continued)

4. Record-keeping, Claims processing, and Plan Reporting

- Process claims from Plan participants and issue reimbursements
- A.S.A.P.® Online Account Viewing (Advanced Strategic Administrative Program) package for enhanced administrative user features including claim details, advanced report options and advanced report filtering services. Also includes access to archived Plan year data for all years and related data and ASCII/Excel data format download for certain reports
- Provide employer aggregate Plan reporting for online viewing and printing
- Prepare employee statements as needed
- Process all family status changes including new hires and terminations
- Reissue lost or stolen reimbursement checks
- Provide 800 toll free telephone number for out of area participants
- Provide periodic informational notices as needed

Plan Year	Monthly Fee Schedule – (FSA Service Only)
01/01/2016 – 12/31/2016	$4.10/participant/month for service agreement year one

The above monthly fee includes the following categories: Dependent Care Reimbursement Account, Medical Expense Reimbursement Account and/or the Independent Premium Feature. Employer reports including transaction ledger summary, payments in excess of deposits, account deposit summary, and check register are included in the online service package for the Employer.

Minimum Monthly Group Administration Fee: ***$100.00***

Miscellaneous Fees

I. Postage/UPS Reimbursement: Statements/checks/direct deposit notices mailed directly to Plan participants and packages sent via UPS directly to the client.
Fee: ***First class postage and/or UPS shipping fees***

II. Customized materials requested by the client: ***To be quoted***

Optional Services

I. ACH/EFT service includes account setup with client bank, direct deposit of FSA reimbursements, and transfer of claim payments via ACH from the Employer designated account to the DBS Master 125-FSA account and the mailing of checks and/or direct deposit notices directly to Plan participants.
Fee: ***First Class postage reimbursement***

II. Annual 5500 & SAR Preparation: Includes data gathering, 5500 & SAR form preparation, answers to questions regarding the form, related W2 questions.
Fee: ***$350/year (if required for employer)***

III. Pre-paid stored value card service (debit cards) includes bank account and system set-up, preparation, and administration for the medical reimbursement FSA account. Employer pre-funding of the debit card bank account and additional bank fees due to insufficient funds in the Employer bank account are the responsibility of the Employer. Fees for lost or stolen cards are the responsibility of the Employer or Employee.
Fee: ***$1.00/participant/month (minimum group fee: $50.00)***
Replacement Card Fee: $5.00

VIII

R. C. No. ___ - 15 - 16. By SALARIES AND GRIEVANCES. November 16, 2015.

Your Committee to whom was referred Res. No. 98-15-16 by Alderperson Donohue authorizing the City to enter into contract for obtaining medical Stop-Loss Insurance, with Sun Life; recommends that the Resolution be passed.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.8

Res. No. 98 - 15 - 16. By Alderperson Donohue. November 2, 2015.

A RESOLUTION authorizing the City to enter into contract for obtaining Medical Stop-Loss Insurance, with Sun Life.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Sun Life for providing specific medical stop loss insurance at a cost of $43.89 single/month, $97.14 family/month, at an estimated annual premium of $371,623 and aggregate insurance at an estimated annual premium of $30,857 for the period of January 1, 2016 through December 31, 2016.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the City's Insurance Fund Account Number 70411030-521500 in payment of same.

Sal & Steve approve

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Diversified Insurance Solutions

Property & Casualty - Benefits

Summary of Partially Self-Funded Premiums for
CITY OF SHEBOYGAN

Anticipated Contract Period:	(RENEWAL) January 1, 2016 to December 31, 2016				
Administrator:	UMR				
Insurance Carrier:	Sun Life				
FINANCIAL SUMMARY					
Fixed Costs	**Single**	**Family**	**Monthly**	**Annual**	
Employee count	139	256			
Annual Administration				$0.00	
Claim Administration Fee					
Medical	14.59	14.59	5,763.05	69,156.60	
Network Access Fee	16.87	16.87	6,663.65	79,963.80	
Case Management / Utilization Review	3.35	3.35	1,323.25	15,879.00	
Maternity Management	0.65	0.65	256.75	3,081.00	
Optum Transplant Program	5.79	13.87	4,355.53	52,266.36	
Truven Health Analytics Reporting	Included in Medical Admin Fee				
Medical and Pharmacy Integration	1.00	1.00	395.00	4,740.00	
Medical Insured Carve Out Coordination Fee	0.35	0.35	138.25	1,659.00	
Broker Fee	6.50	6.50	2,567.50	30,810.00	
Stop Loss Premiums					
Specific Stop Loss (M, Rx)	43.89	97.14	30,968.55	371,622.60 *	33.00%
Deductible (PAID) $145,000					
$75,000 Aggregating Specific Deductible					
Aggregate Stop Loss (M, Rx)					
Basis 125% of Expected					
Claims (PAID)	6.51	6.51	2,571.45	30,857.40 *	
Total Fixed Costs	**$99.50**	**$160.83**	**$55,002.98**	**$660,035.76**	**17.14%**
Expected Costs					
Total Fixed Cost	99.50	160.83	55,002.98	660,035.76	
Expected Claims	1,235.20	1,216.80	483,193.60	5,798,323.20	
Total Expected Cost	**$1,334.70**	**$1,377.63**	**$538,196.58**	**$6,458,358.96**	**15.54%**
Estimated Maximum Annual Costs					
Total Fixed Cost	99.50	160.83	55,002.98	660,035.76	
Maximum Claims	1,544.00	1,521.00	603,992.00	7,247,904.00	
Total Estimated Maximum Cost	**$1,643.50**	**$1,681.83**	**$658,994.98**	**$7,907,939.76**	**15.51%**

Additional Plan Information:

Preferred Provider Organization:	Choice Plus
Specific Carrier Limit of Liability:	Unlimited
Annual Plan Limit Per Member:	Unlimited
Aggregate Carrier Limit of Liability:	$1,000,000
Prescription Drug Coverage Included:	Specific and Aggregate Coverage
Prescription Drug Management Services:	Optum Rx

Rates firm until 10/31

No Laser at Renewal with 50% Rate Cap

UBA coalition included

VIII

R. C. No. ___ - 15 - 16. By SALARIES AND GRIEVANCES. November 16, 2015.

Your Committee to whom was referred Res. No. 99-15-16 by Alderperson Donohue authorizing the City to enter into contract with Sun Life Stop Loss Insurance Coverage effective January 1, 2016; recommends that the Resolution be passed.

Concur

_____ _____

_____ _____

_____ _____

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

IIIV

III

5.9

Res. No. 99 - 15 - 16. By Alderperson Donohue. November 2, 2015.

A RESOLUTION authorizing the City to enter into contract with Sun Life Stop Loss Insurance Coverage effective January 1, 2016. Coverage in 2016 will be $145,000 per unit.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract accepting a supplemental Stop Loss Insurance Plan to include a separate plan for Transplant Coverage, Optum's Managed Transplant Program.

BE IT RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the City's Insurance Fund Account Number 70411030-540206 in payment of same.

Sal & Greg approve

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Kenneth Mohr
9100 Shelbyville Road
Louisville, KY 40222

502-318-1743 Telephone
ken.mohr@optum.com

www.optum.com

Attention: Joanne Frye, UMR joanne.frye@umr.com

Cc: UMR-StopLossMarketin@umr.com

Policyholder: City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Policy Date: January 1, 2016 to December 31, 2016

Policy Number: 1000467

Premium Due Date: January 1, 2016

The Policyholder has selected the following critical care benefits plan: Optum Managed Transplant Program

Premium Rates: $5.79 Single
$13.87 Family

Commissions: 10%

Please notify Optum if you have any changes in your Third Party Administrator, Case Management or Agent of Record. This will allow Optum to continue to administer the Managed Transplant Program without disruption.

By signing this document I agree to renew the Managed Transplant Program policy for City of Sheboygan

_____

(Signature)

_____

(Title)

_____

(Date)

VIII

R. C. No. ___ - 15 - 16. By SALARIES AND GRIEVANCES. November 16, 2015.

Your Committee to whom was referred Res. No. 100-15-16 by Alderperson Donohue authorizing entering into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2016; recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



III

5.10

Res. No. 100 - 15 - 16. By Alderperson Donohue. November 2, 2015.

A RESOLUTION authorizing the appropriate City officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2016.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with United Health Care (UMR) for the administration services for the City's medical health benefit plan for the period January 1, 2016 through December 31, 2016, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan be, and they hereby are, authorized to draw on the Insurance Administration Services Account, Account No. 70411030-521500, in payment same.

Gail Krueger approve

Mayor Donohue

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



A renewal presentation for:

City of Sheboygan

Presented to Diversified Insurance Solutions
by Dena Zezulka

August 2015

UMR

A UnitedHealthcare Company

Renewal Services

Customer Name : City of Sheboygan
Plan Renewal Date : 1/1/2016

All fees shown as per employee per month (PEPM) unless otherwise noted

Proposed renewal fees assume all existing products and services written with UMR will be retained throughout the renewal period. New products and services may be added however proposed fees are subject to change and/or and/or additional fees may apply if any existing products or services are discontinued.

Administration and access fees	Subscribers	Current Fees	Renewal Fees 1/1/2016	Renewal Fees 1/1/2017	Renewal Fees 1/1/2018
Medical claims	397	$13.75	$14.59	$14.88	$15.33
Medical client advisor commission	397	$6.50	$6.50	$6.50	$6.50
Required stop loss interface fee	397	Included	Included	Included	Included
UnitedHealthcare Choice Plus network- access fee	393	$16.87	$16.87	$16.87	$16.87
First Health Network - access fee	4	30% of savings	30% of savings	30% of savings	30% of savings
Utilization and case management	397	$3.35	$3.35	$3.42	$3.52
Maternity management (MM)	393	$0.65	$0.65	$0.66	$0.68
Truven Health Analytics reporting – three licenses included	397	Included	Included	Included	Included
Medical and pharmacy integration - per participating employee per month	261	No charge	$1.00	$1.00	$1.00
Cost reduction and savings program - large bill review/fee negotiation and secondary/travel network - % of savings	397	30%	30%	30%	30%
Medical Insured Carve Out Coordination Fee	397	$0.35	$0.35	$0.35	$0.35

Non-preferred vendor surcharge: An additional stop loss interface fee surcharge of $5.00 PEPM applies if stop loss coverage is not placed with a UMR preferred vendor. This fee is in addition to the "Required stop loss interface fee" which applies for all groups. Consult your UMR representative for a list of preferred vendors.

UnitedHealthcare Choice Plus assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to: deductible, out-of-pocket, coinsurance and plan limitations. Usage of the Choice Plus network requires employer participation in Value Based Contracting payment methodologies.

Proprietary/Trade Secret/Confidential Competitive Sensitive Information

Additional Services

Customer Name : City of Sheboygan
Plan Effective Date : 1/1/2016

All renewal fees are good for one year and are shown as per employee per month (PEPM) unless otherwise noted

Plan Administration	Current Fees	Renewal Fees 1/1/2016
SPD printing	Cost plus postage	Cost plus postage
Actuarially certified reserve estimate - per report and per additional breakdown	Pricing available upon request	Pricing available upon request
ID card mailing charge - employee residence	Included with medical administration	Included with medical administration
New York surcharge filing and administration - annual fee	No charge	No charge
Claim reprocessing - per claim	$25.00	$25.00
Subrogation - percent of recoveries	33%	33%
Federal external review for appeals - for non-grandfathered plans for adverse benefit determinations that involve medical judgment or a rescission of coverage.	Up to 5 included, then $500.00 per review	Up to 5 included, then $500.00 per review
Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file (includes initial SBC plus one amendment, electronic version only provided to employer)	Included with medical administration	Included with medical administration
Translation of SBC into non-English text	Cost of translation	Cost of translation
Print and ship SBCs to employer at open enrollment (approval required)	Cost plus postage	Cost plus postage
Inclusion of outside vendor data in SBC in UMR standard format, e.g. carved out benefits (approval required)	$1,000 per SBC per benefit plan	$1,000 per SBC per benefit plan
Two or more SBC requests per year	$500.00 per SBC per benefit plan	$500.00 per SBC per benefit plan
Reporting		
Ad hoc reports and analysis - per hour (two hours included with medical administration)	$100.00	$100.00

Proprietary/Trade Secret/Confidential Competitive Sensitive Information

Fixed Fee Pharmacy Pricing

Customer Name : City of Sheboygan
Plan Effective Date : 1/1/2016

Pharmacy benefits provided through OptumRx™. The following fees apply to all retail network pharmacies with the exception of pharmacies located in states that may elect to participate on a state-fee schedule. Retail discounts and fees illustrated below are based on the OptumRx™ book-of-business average. Actual retail discounts may vary.

	Published AWP
Electronic claim adjudication - per claim [1]	$2.60
Retail	
Brand discount, plus dispensing fee	Pass-through
Net effective generic discount, plus dispensing fee	Pass-through
Mail Order	
Brand discount, plus dispensing fee	Pass-through
Net effective generic discount, plus dispensing fee	Pass-through
Retail 90 Rx (Optional)	
Brand discount, plus dispensing fee	Pass-through
Net effective generic discount, plus dispensing fee	Pass-through
Rebate Share	
100% Pass-Through Minimum Guarantee per Paid Claim	$4.25
100% Pass-Through Minimum Guarantee per Paid Claim Mail	$15.00
Additional Programs	
Prior authorizations - per clinical prior authorization	Included

Specialty drugs are priced on an individual drug basis at the market competitive rate, most commonly around 12.5%.

Compound Drug Claim Pricing: AWP less Standard Contracted Discount + $7.50 Dispensing fee

[1] *An additional $1.75 per claim applies to the electronic per claim fee for paper claims. Per claim rate guaranteed first year only.*

Proprietary/Trade Secret/Confidential Competitive Sensitive Information

Fixed Fee Pharmacy Pricing

Pharmacy Conditions

Fees proposed assume the use of OptumRx™ as the pharmacy benefits manager.

Retail and mail order guarantees are reconciled in the aggregate.

Rates exclude compound and Direct Member Reimbursement claims. (ie: Paper Claims)

Administrator may change pricing (a) any time City of Sheboygan initiated changes are made to the Benefit Plan, Formulary, Pharmacy Network, or a utilization management program, that adversely impact Administrator's compensation, cost to provide services or ability to satisfy a guarantee (b) when there are changes in Laws and Regulations after the date this quote was provided that affect or are related to the services outlined in this cost proposal (c) when City of Sheboygan asks and Administrator agrees to perform any service in addition to the services outlined in this cost proposal; or (d) if there is a change in market conditions or utilization or the total number of Members decreases by 10% or more after the date this quote was provided. Any change in the pricing required by the changes will be effective as of the date the changes occur, even if the date is retroactive.

All rates, fees and guarantees are contingent upon OptumRx serving as City of Sheboygan's exclusive provider of core prescription drug benefit plan, Mail Order Pharmacy, and specialty pharmacy services from OptumRx's specialty pharmacies or any participating pharmacy in OptumRx's retail pharmacy network. Additional fees apply if another mail provider is selected.

Medicare eligible retirees are only eligible for fixed fee pharmacy pricing.

Groups with in-house pharmacies utilizing 340B or GPO pricing are required to use Fixed Fee pricing.

Rebate guarantees and generic AWP discounts may be adjusted proportional to the impact of unexpected releases of generic products to market, or the withdrawal/recall of existing branded products.

Generic discount and dispensing fee guarantees cover Multi-Source products only. A Multi-Source product is defined as one that is manufactured by more than two generic manufacturers. The brand discount and dispensing fee guarantees apply to non-Multi-Source products.

Discounts and dispensing fees exclude Specialty Drugs and certain non-specialty injectable products.

Deductible integration of prescription drug and medical claims requires daily connectivity between the pharmacy benefits manager and the plan administrator, additional coordination fees apply. External vendors are subject to prior approval.

Rebate Management Terms

Rebates and Rebate guarantee contingencies are subject to City of Sheboygan's adoption of OptumRx's formulary, formulary management, and utilization management.

Incentivized plan designs are two-tier closed or three-tier with a minimum of $10.00 difference in copayment or 10% difference in coinsurance between preferred and non-preferred Branded Drugs.

Rebate claims exclude ineligible claims, such as Prescription Claims with invalid service provider identification or prescription numbers; where, after meeting the deductible, the Member's Cost-Sharing Amount under the applicable Benefit Plan requires the Member to pay more than 50% of the Prescription Claim; that are manufacturer negotiated fee products not listed on City of Sheboygan's Formulary for devices without a Prescription Drug component; that are re-packaged NDCs; from 340B which typically receive a discount or rebate directly from Drug Manufacturers under section 340B of the Public Health Service Act, or entities eligible for federal supply schedule prices (e.g., Department of Veterans Affairs, U.S. Public Health Service, Department of Defense); or that are not for Prescription Drugs (except for insulin or diabetic supplies).

If City of Sheboygan makes any change to its Formulary, not initiated by OptumRx, or Benefit Plan, or adopts any formulary or utilization management program other than one of the options offered by Administrator under its formulary or utilization management programs, Administrator may adjust the Rebate guarantees, effective the date of the change.

Unrestricted access to 90 days supply prescriptions in retail.

Fixed Fee Pharmacy Pricing

"AWP" means the average wholesale price, as reflected on the Pricing Source, of a Prescription Drug or other pharmaceutical products or supplies based on the NDC of the Drug dispensed. Administrator will rely on the Pricing Source as updated by Administrator no less frequently than every seven days to determine AWP for purposes of establishing the pricing provided to City of Sheboygan under this agreement. Administrator will not establish AWP, and Administrator will have no liability to City of Sheboygan arising from use of the Pricing Source. If Administrator decides to use a pricing benchmark other than AWP or is required to do so because the Pricing Source discontinues publication of AWP and the change would materially affect City of Sheboygan's economic benefit under this agreement, then Administrator will provide City of Sheboygan with modified pricing terms at least 30 days before the effective date of the change. If the parties fail to agree upon the modified pricing terms before the effective date of the modified pricing terms, then Administrator's proposed modified pricing terms will apply until the parties otherwise agree. If the parties are unable to agree to modified pricing terms, then either party may terminate this agreement upon 60 days prior notice to the other party.

Conditions

Customer Name : City of Sheboygan
Plan Effective Date : 1/1/2016

This renewal proposal is valid until 30 days before the effective date and does not bind coverage or obligate UMR.

The information contained in this response to the request for proposal is considered confidential and proprietary. We are providing this information with the understanding that it will not be used for any purpose other than to evaluate our capabilities to provide the services requested. In addition, this information will not be disclosed to person(s) or entity(s) other than those who are involved in the process of evaluating our response. Written permission must be obtained from UMR prior to any exceptions of these obligations in order to maintain the confidentiality of our responses.

All quoted product fees assume UMR administers the medical plan.

UMR assumes all services provided will be handled according to our standard format and procedures, unless otherwise specifically addressed within this proposal. Specialized services will be priced as necessary.

Fees proposed are based on the plan of benefits as submitted but does not assume duplication of benefits or provisions. Fees proposed assume a standard PPO plan design with no referral administration and no primary care physician tracking. Proposal assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to; deductible, out of pocket, coinsurance and plan limitations. Plan design changes may impact a Grandfathered Health Plan status. Usage of the Choice Plus network requires employer participation in Value Based Contracting payment methodologies. Please review any changes with your advisor.

The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA PCORI reinsurance fee which is remitted to the government (federal and/or state).

The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; (iii) any taxes, surcharges, assessments or similar changes being imposed by a governmental entity on the Plan or UnitedHealthcare; or, (iv) as otherwise permitted in our Administrative Service Agreement.

UMR reserves the right to adjust fees in the event of (i) any changes in federal, state or other applicable law or rules; (ii) changes in plan design required by the applicable regulatory authority (e.g. mandated benefits) or by the customer; or (iii) any taxes, surcharges, assessments or similar charges being imposed by a governmental entity on the plan or UMR.

To comply with the Department of Labor's (DOL) claims regulations, we encourage pre-notification of at least 60 calendar days prior to the effective date of this contract. In the event that a 60-day notice is not feasible, UMR does not guarantee, but will make every reasonable effort, to have new plan(s) programmed quickly so claims can be processed within the required DOL timelines.

Fees proposed assume one billing, reporting, eligibility feed, stop loss and banking arrangement.

Do not cancel in-force plan(s) and/or policy(ies) until final approval is received.

UMR is not bound by any typographical errors and/or omissions contained herein.

Fees proposed assume utilization and case management services are provided through UMR in order to access UnitedHealthcare Networks.

Fees proposed are subject to change if a division, subsidiary or affiliated company is added or deleted from the plan, or if the number of covered employees changes by 15% or more from this proposal.

Claim reprocessing due to situations, such as retroactive benefit or eligibility changes, may require additional fees.

Conditions

UMR will share raw claims and eligibility data, however, we reserve the right to exclude data elements deemed proprietary by our organization.

Fees proposed assume the cost reduction and savings program is selected. If this program is not selected, the medical administration fee will increase by $3.50 PEPM

UMR provides an ERISA DOL appeals process. UMR does not participate in Grievance Review Panel Hearings.

UMR requires that all qualified high-deductible plan designs meet federal regulatory requirements. Our coordination of benefits (COB) process will meet the requirements for Preservation COB processing.

Administration of plans requiring integrated deductible and out of pocket to comply with the Essential Health Benefits provision of Health Care Reform, qualified high deductible health plan or the like, assumes the use of service providers (pharmacy benefits manager (PBM), dental, vision, etc.) that are currently integrated with UMR. Utilizing these service providers may require additional fees. Please refer to your representative to identify integrated service providers.

UMR cannot support the drug data requirements for Medicare Part D subsidy submission of plans where the pharmacy claims are paid under the medical plan. We recommend these pharmacy benefits be provided by a pharmacy benefits manager.

VIII

R. C. No. ___ - 15 - 16. By SALARIES AND GRIEVANCES. November 16, 2015.

Your Committee to whom was referred Res. No. 101-15-16 by Alderperson Donohue authorizing entering into contract with Delta Dental to administer dental benefit plan services for the City for calendar year 2016; recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.11

Res. No. 101- 15 - 16. By Alderperson Donohue. November 2, 2015.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Delta Dental to administer dental benefit plan services for the City for calendar year 2016.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Delta Dental to administer dental benefit plan services for the City for the period January 1, 2016 through December 31, 2016, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan be, and they hereby are, authorized to draw on the Insurance Administration Services Account, Account No. 70411030-521500, in payment same.

Sal & Glen approve

Myrlynne Donohue

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

COBRA Rate Establishment

City Of Sheboygan
90811 - 0 - 08072015

As a service to you, Delta has calculated rates that can be used for your Plan's COBRA enrollees.

These rates reflect only the anticipated claims expenses for those enrollees and Delta's administrative fees. No other administrative fees have been included:

Single Coverage (employee, 1 Party)	$45.24
Family Coverage (employee and spouse, 2 Party)	$128.60
Family Coverage (employee and child(ren))	$128.60
Family Coverage (full family, 3+ Party)	$128.60

SCHEDULE 6.1

SCHEDULE OF ADMINISTRATIVE FEES

90811 - 0 - 08072015

To be attached to, and made part of, the Third-Party Administrative Agreement, Article VI – Administrative Fees.

IT IS HEREBY AGREED, that the Administrative Fees, payable on a monthly basis from City Of Sheboygan to Delta Dental of Wisconsin, shall be the following, and shall be valid starting on January 1, 2016, and ending on December 31, 2017.

Monthly Administrative Fee:

Per Employee	$3.93

VIII

R. C. No. ___ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. November 16, 2015.

Your Committee to whom was referred Res. No. 96-15-16 by Alderperson Carlson authorizing executing the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems; recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

AIIC

III

5.6

Res. No. 96 - 15 - 16. By Alderperson Carlson. November 2, 2015.

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

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

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

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement - Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2016, a copy of which is attached hereto and incorporated herein.

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

PP+S approve.

Ryan D. Carlson

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

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

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

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

1. That effective January 1, 2016, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2016.

2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.

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

Dated this ___ day of _____, 2015.

SHEBOYGAN COUNTY

BY: _____
Todd W. Priebe
Sheriff

Dated this ___ day of _____, 2015.

CITY OF SHEBOYGAN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

This Agreement is authorized by and in accordance with Res. No. ___ - 15 – 16.

agmnts/jtpwrsagmnt-2016

IX

R. C. No. ___ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. November 16, 2015.

Your Committee to whom was referred Gen. Ord. No. 35-15-16 by Alderperson Carlson repealing and recreating Sec. 26-1008 of the Municipal Code relating to certification of compliance with Clearwater requirements to conform with changes to the state statutes; recommends that the Ordinance be passed.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



X

7.4

Gen. Ord. No. 35 - 15 - 16. By Alderperson Carlson. November 2, 2015.

AN ORDINANCE repealing and recreating Sec. 26-1008 of the Municipal Code relating to certification of compliance with clearwater requirements to conform with changes to the state statutes.

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

Section 1. Section 26-1008 of the Sheboygan Municipal Code entitled "Certification of compliance with Clearwater requirements" is hereby repealed and recreated to read as follows:

"Sec. 26-1008. *Certification of compliance with Clearwater requirements.*

(a) No person may obtain a building permit for improvements to the interior of a building serviced by a sanitary sewer until such time as a certificate of compliance has been obtained from the building inspection department as provided in this section. Performing any improvements requiring a building permit without a certificate of compliance shall constitute a violation of this Code and shall be subject to the penalties set forth in section 26-908.

(b) Upon written request to the building inspection department an inspection shall be conducted of the premises to ensure compliance with the provisions of section 26-1002 of the Code relating to illegal surface or ground water connections into the sanitary sewer system.

(c) A certificate of compliance shall be issued by the building inspection department if the building is found to be in compliance with the provisions of the Code relating to surface and ground water connections.

(d) A notice of noncompliance shall be issued by the building inspection department to the owner of record of any building found not to be in compliance with the provisions of section 26-1002. The notice shall set forth the areas of noncompliance and shall order the owner to bring the building into compliance.

PLS approve.

(1) Orders applicable to buildings where a sump pump installation is illegal shall have a 60-day compliance period.

(2) Orders applicable to buildings where clear water is illegally entering the sanitary sewer system via an under-the-basement floor connection shall have a 120-day compliance period.

(e) In the event a request for a certificate of compliance is made within two years of the issuance of a previous certificate of compliance where an inspection was conducted, and the owner certifies that no changes have occurred to the premises since the previous certificate was issued which render the premises out of compliance with the city's clearwater requirements, a reinspection of the premises will not be required.

(f) Any present or proposed owner of a building feeling aggrieved by the issuance of a notice of noncompliance may appeal to the plumbing board of appeals by following the procedure outlined in section 26-937 and 26-938 of the Code.

(g) No warranty. A certificate of compliance indicates that so far as can be reasonably determined by a visual inspection of the premises and review of city records, the premises meets the requirements of this article. Neither the city nor its inspectors assume any liability in the inspection or issuance of a certificate of compliance, and the issuance of a certificate of compliance does not guarantee or warrant the condition of the premises inspected."

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

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IX

R. C. No. ___ - 15 - 16. By PUBLIC WORKS. November 16, 2015.

Your Committee to whom was referred Gen. Ord. No. 36-15-16 by Alderperson Heidemann amending Sections 122-403, 122-404 and 122-405 of the Municipal Code relating to sewers and sewerage disposal; recommends that the Ordinance be passed.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



X Other Matters 10.3

Gen. Ord. No. 36 - 15 - 16. By Alderperson Heidemann. November 2, 2015.

AN ORDINANCE amending Sections 122-403, 122-404 and 122-405 of the Municipal Code relating to sewers and sewerage disposal.

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

Section 1. Section 122-403 of the Municipal Code entitled, "Categories of Users; Amounts; Reassignment - City of Sheboygan", is hereby amended to read as follows:

"Sec. 122-403. Categories of Users; Amounts; Reassignment - City of Sheboygan

(a) Category A. Category A users of the City Wastewater treatment system
Shall be subject to the following:
(1) Definition: The term "category A" is defined as normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 167 mg/l, suspended solids no greater than 231 mg/l, and total phosphorus no greater than 4.3 mg/l.
(2) Amount: The sewer service charge for category A wastewater is as follows:
a. Fixed charge, $25.87 per quarter.
b. Volume charge, $1.78 total charge per 100 cubic feet.

(b) Category B. Category B users of the City Wastewater treatment system
Shall be subject to the following:
(1) Definition: The term "category B" is defined as wastewater having concentrations of biochemical oxygen demand greater than 167 mg/l, suspended solids greater than 231 mg/l, and phosphorous greater than 4.3 mg/l. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category B charge will be based on a concentration of not less than 167 mg/l for BOD, 231 mg/l for suspended solids, and 4.3 mg/l for phosphorous.
(2) Amount: The sewer service charge for category B wastewater is as
Follows:
a. Fixed Charge - $25.87 per quarter;
b. If billing is on a monthly basis, $8.63 per month.
c. Volume Charge, $1.78 per 100 cubic feet

Pub Wks approve.

d. Surcharge, total (per pound):

1. BOD greater than 167 mg/L, $0.2195.

2. Suspended Solids greater than 231/mg/L, $0.1691.

3. Phosphorus greater than 4.3 mg/L, $4.9072.

(3) *Computation.* The category B sewer service charges for volume, BOD, suspended solids and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	=	Charge to sewer user for collection and treatment of wastewater
F	=	Fixed charge per billing period
B	=	Concentration of BOD in mg/l in the wastewater
B^R	=	Concentration of BOD in mg/l as defined for Category A users
S	=	Concentration of suspended solids in mg/l in the wastewater
S^R	=	Concentration of suspended solids in mg/l as defined for Category A users
P	=	Concentration of phosphorus in mg/l in the wastewater
P^R	=	Concentration of phosphorus in mg/l as defined for Category A users
V	=	Wastewater volume (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C^V	=	Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C^B	=	Cost per pound of BOD
C^S	=	Cost per pound of suspended solids
C^P	=	Cost per pound of phosphorus
.00624	=	Conversion factor

(c) *Reassignment of users.* The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary

(d) *Sampling requirement.* Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the

wastewater treatment plant superintendent. Sampling shall be conducted as follows:

(1) Samples collected shall be flow-proportional 24-hour composite samples.
(2) Sampling periods shall be two consecutive days during normal operation.
(3) Flow-weighted average may be used if data is presented.
(4) Samples shall be analyzed for BOD, suspended solids, and total phosphorus.
(5) Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.
(6) All data shall be submitted to the superintendent of the wastewater treatment plant."

Section 8. Section 122-404 of the Sheboygan Municipal Code entitled "Categories of users; amounts; reassignment for other municipalities" is hereby amended to read as follows:

"Sec. 122-404. Categories of users; amounts; reassignment for other municipalities.
Other municipal users shall be charged pursuant to the guidelines established under this section.

Table 2

	Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2	Town of Wilson Sanitary District	
				No. 1	No. 2
Fixed Charge	None	None	None	None	None
Volume Charge:					
Volume	$0.2822	$0.2822	$0.2822	$0.2822	$0.2822
Debt retirement	0.1900	0.1900	0.1900	0.1900	0.1900
Total volume charge, per 1,000 gallons:	0.4722	0.4722	0.4722	0.4722	0.4722
Surcharges:					
BOD	0.2195	0.2195	0.2195	0.2195	0.2195
Suspended Solids	0.1691	0.1691	0.1691	0.1691	0.1691

	Phosphorus	4.9072	4.9072	4.9072	4.9072	4.9072 "

Section 9. Section 122-405 of the Sheboygan Municipal Code entitled "Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater" is hereby amended to read as follows:

"Sec. 122-405. Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater.

Category C. Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

(1) Septic tank sludge, $48.00 per 1,000 gallons.

(2) Holding tank sewage, $8.00 per 1,000 gallons.

(3) "Other" hauled wastewater:

a. Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorous, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.

b. *Amount:* The sewer service charge for "Other" hauled wastewater is as follows:

1. Volume Charge, $0.4722 per 1000 gallons.

2. Surcharge, total (per pound):

1. $0.2195 per pound of BOD

2. $0.1691 per pound of suspended solids

3. $4.9072 per pound of phosphorus

c. Computation. The "Other" hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and sections 1 and 2 of this subsection or in accordance with section 3 of this subsection.

$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$

See Table 1 Section 122-403(b)(3) for definitions.

1. "Other" hauled wastewater analysis data shall be applied to the formula set forth above.

2. The discharge fee per 1,000 gallons shall be determined on the result of subsection (3)c.1 of this section, multiplied by 1.25.

3. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plant based on the

frequency of the hauled wastewater and the needs of the wastewater treatment plant."

Section 10. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

I

Com. No. ___ - 15 - 16. November 16, 2015.

Submitting a communication from Russell Rejholec stating his concerns about the traffic lights at the intersection of Taylor Dr. and Superior Ave.

Presented to the Common Council by Alderperson Bitters.

pp & S.

11-10-15

Bryan Bitter, Alderperson

Sheboygan Aldermanic District 6

911 Georgia Avenue
Sheboygan ,WI 53081

Alderperson Bryan Bitter:

My name is Russell Rejholec. I am a citizen and live in the City of Sheboygan. I have some concerns about the traffic lights in Sheboygan. I am a member of your district and would like for you to check into my concerns about the traffic lights.

The traffic lights at the intersection of Taylor Drive and Superior Avenue are what I would like to focus on in this letter. The importance of this letter hits home for me because my fiancee was in a car accident in the middle of the intersection. While you are on Superior Avenue. And you would like to turn left from either side of the intersection there is no green arrow. This is an issue for many citizens because as you sit in the middle of the intersection, you have a higher possibility of getting hit from all different angles. I think the City of Sheboygan should add the green and yellow turn signal to the intersection to make it safer for everyone.

I appreciate you reading through my concerns. Please let me know what can be done regarding this matter.

Sincerely,

Russell Rejholec

1812 South 14th Street
Sheboygan WI, 53081

11-10-15

Bryan Pitter, Alderperson

Sheboygan Redevelopment Authority

711 George Avenue
Sheboygan, WI 53081

Alderperson Bryan Pitter

My name is Russell Kojimoto. I am a citizen and live in the City of Sheboygan. I have some concerns about the traffic lights in Sheboygan. I am a member of your district and would like for you to please look into my concerns about the traffic lights.

The traffic lights at the intersection of Taylor Drive and Superior Avenue are what I would like to discuss in this letter. The improvement of this letter has come for me because my fiancee was in a car accident in the middle of the intersection. While she was on Superior Avenue. And you would like to turn from either side of the intersection there is no green arrow. This is an issue for many citizens because you're not the type of the intersection. You have a higher possibility of getting hit from all different angles from the City of Sheboygan should add the green and yellow arrow signal to the intersection to prevent any accidents for everyone.

Sincerely,

Russell Kojimoto

1512 South 14th Street
Sheboygan, WI 53081

II

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

Submitting an application for an amendment of the Official Zoning Map for the City of Sheboygan from Brinshore Development, LLC for property in the general vicinity of 1560 N. 17th St.

City Plan

City Clerk

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 151684
FILING FEE: $200.00 (Payable to City of Sheboygan)

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: Brinshore Development, LLC PHONE NO.: (224)927-5051
ADDRESS: 666 Dundee Rd., Ste. 1102 Northbrook, IL 60062 E-MAIL: michaelr@brinshore.com

OWNER OF SITE: American Orthodontics PHONE NO.: (920)457-5051

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: General vicinity of 1560 N. 17th Street

LEGAL DESCRIPTION: O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT. LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E., AND THE NW 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E., IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 176,310.03 SQ. FT. OR 4.05 ACRES.

PARCEL NO. 624220 MAP NO. 15 452 006

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial (UI)

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Residential (UR-12)

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Vacant Land

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Multi-Family Townhome Housing

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

The proposed official zoning map amendment furthers the purposes of the zoning ordinance as outlined in Section 15.005 by promoting the health and general welfare of Sheboygan residents by changing the zoning of the parcel in question from Urban Industrial to Urban Residential. A rezoning to Urban Residential will allow the construction of decent, safe, and sanitary multi-family housing on a parcel formerly used for industrial purposes in a residential neighborhood. Thus, a rezoning will promote the health and general welfare of residents living in close proximity to the site by changing the use that may possibly allow hazardous uses to a use that allows the construction of decent, safe, and sanitary multi-family housing that is in character with the surrounding neighborhood.

The proposed rezoning is not located in or near flood plains or wetlands and the applicable rules of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency do not apply.

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: The parcel in question was the site of the former American Orthodontics facility that has since been demolished and it is now a vacant site. The site is surrounded on three sides by residential uses that are zoned Neighborhood Residential (NR). One side – the west side - is a below-grade railroad right-of-way, and a small adjacent property on the north side of the site is zoned

Neighborhood Commercial (NC). The proposed parcel to be rezoned is clearly located within a residential neighborhood and a more appropriate use designation for the site would be change to a residential use thus maintaining the context with the rest of the neighborhood.

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?

The parcel in question is surrounded on three sides by residential uses. A change in the use from Urban Industrial to Urban Residential would maintain a consistency of residential land use in the neighborhood. Regarding the intensity of the proposed land use, the proposed construction of multi-family townhomes will be slightly more intense compared to that of the rest of the neighborhood which is primarily single family homes. However, the parcel is on the western edge of the neighborhood and will not have a negative impact on the neighborhood as a whole.

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

The Future Land Use Plan within the City of Sheboygan Comprehensive Plan identifies the proposed map amendment parcel to be an "Employment" use. The same Future Land Use Plan identifies the adjacent and surrounding neighborhood as a "Neighborhood Preservation" use. On page 18 of the Comprehensive Plan, the summary for the Neighborhood Preservation category encourages "residential and redevelopment opportunities ensuring new development complements the character and scale of the existing homes". The proposed map amendment, if rezoned, will allow multi-family townhomes to be constructed and "will complement the existing residential character of the existing homes."

Under Chapter 4 of the Comprehensive Plan in the chapter entitled "Housing and Neighborhood Development" the chapter objectives include promotion of "neighborhood sensitive infill and redevelopment. Also, one of the recommendations under Chapter 4, page 65-66, is to diversify the City's housing stock by..."promoting infill development that will provide additional urban living and workforce housing opportunities...that may include...attached townhomes...throughout the downtown and adjacent neighborhoods." The proposed map amendment will allow the construction of sensitive infill and provide infill development and urban and work force housing opportunities.

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.

[signature] 11-9-15

APPLICANT'S SIGNATURE **DATE**

Michael Roane, authorized representative of Brinshore Development, LLC

PRINT ABOVE NAME

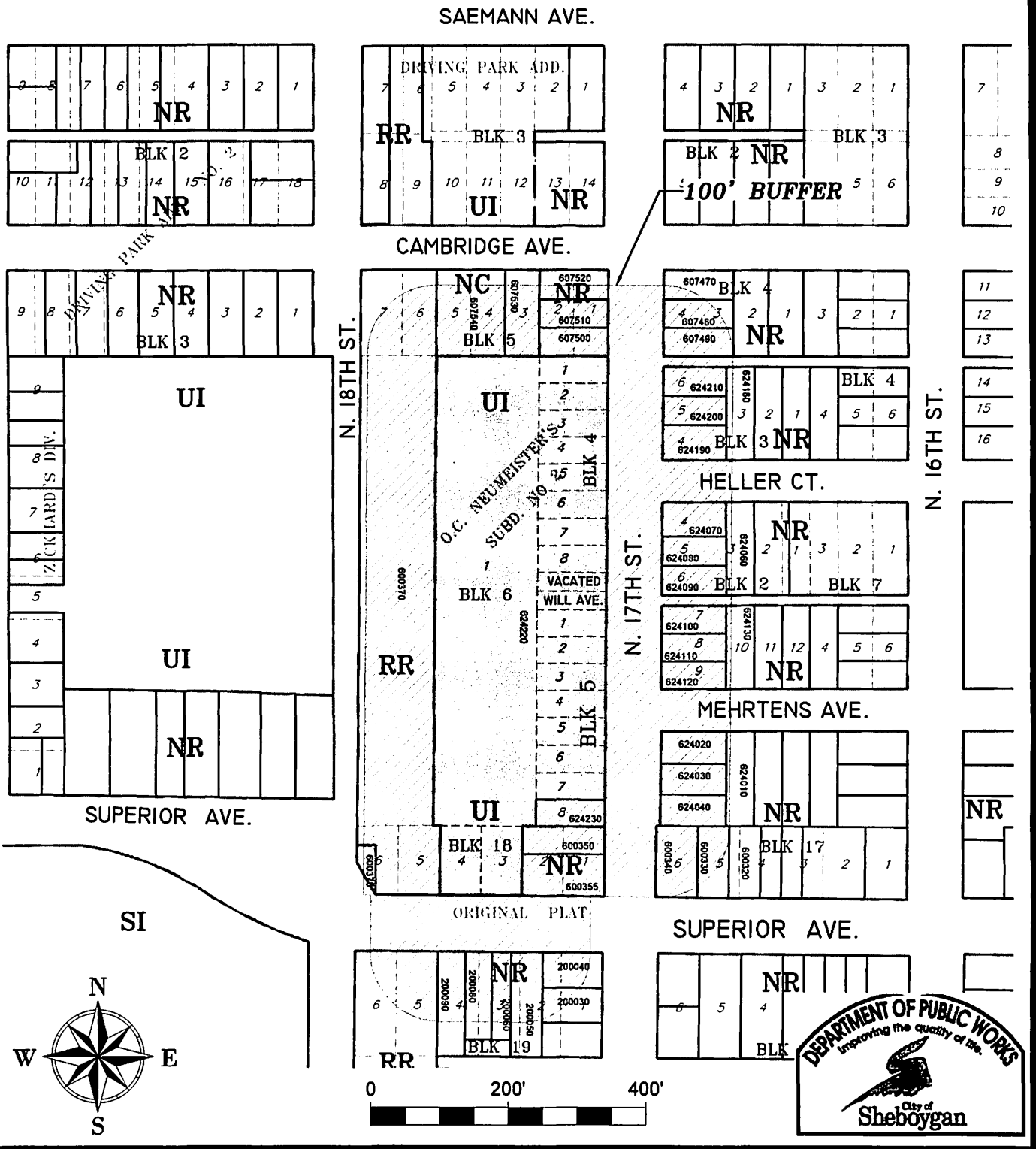
APPLICATION SUBMITTAL REQUIREMENTS

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.

PROPOSED ZONING CHANGE
FROM UI TO UR
SECTION 15 & 22, T. 15 N., R. 23 E.

O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT. LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E., AND THE NW 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E., IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 176,310.03 SQ. FT. OR 4.05 ACRES.



AO AMERICAN ORTHODONTICS

American Orthodontics
3524 Washington Avenue
Sheboygan, WI 53081

www.americanortho.com

1 800 558 7687
+1 920 457 5051 office
+1 920 457 1485 fax

October 26, 2015

Chad Pelishek
Director of Planning and Development
City Hall
828 Center Ave, Suite 104
Sheboygan, WI 53081

RE: Rezoning of 1560 N. 17th Street Sheboygan, WI, parcel #624220.

Dear Mr. Pelishek,

I, Mark Cassidy, Vice President of Operations for American Orthodontics, am the authorized representative of American Orthodontics. American Orthodontics is the seller of the property located at 1560 N. 17th Street, Sheboygan, WI, parcel #624220.

I authorize Brinshore Development, LLC, as buyer, to submit a rezoning application to the City of Sheboygan for the property located on 1560 N. 17th Street, Parcel #624220. The rezoning application will change the zoning of the property from Urban Industrial (UI) to Urban Residential (UR-12).

This letter also serves as authorization for Brinshore Development, LLC to submit additional applications to the City of Sheboygan for land use procedures involved in their effort to construction multi-family housing on the property located on 1560 N. 17th Street, Parcel #624220.

Sincerely,

Mark Cassidy
Vice President, Operations
American Orthodontics

DATE: 10/27/15

PROPOSED ZONING CHANGE

FROM UI TO UR

SECTION 15 & 22, T. 15 N., R. 23 E.

O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT. LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E., AND THE NW 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E., IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 176,310.03 SQ. FT. OR 4.05 ACRES.

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 151684
License No: 0000
Date: 11/12/2015
Received By: SLS
Received From: BRINSHORE DEVELOPMENT, LLC
Memo: REZONING APPLICATION FOR VICINITY 1560 S 17TH ST
Method of Payment: $200.00 Check No. 6928
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

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

II

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

Submitting a claim from Rosemary Mallmann for alleged injuries when she fell and sprained her ankle at the intersection on Carmen Ave. where there was construction.

Finance

City Clerk

DATE RECEIVED _____ RECEIVED BY _____ MMD

CLAIM NO. _____ 13-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Rosemary Mallmann
2. Home address of Claimant: 1216 Carmen Ave
3. Home phone number: 920-452-1960
4. Business address and phone number of Claimant: 5300 State Hwy 42 Sheboygan 920-565-5518
5. When did damage or injury occur? (date, time of day) 7/7/15 11:00 pm
6. Where did damage or injury occur? (give full description) Northwest corner of 15th & Carmen Ave.
7. How did damage or injury occur? (give full description) I knew there was recent construction there because intersection on Carmen Ave. had been barricaded but they were no longer there so I thought it was safe. After passing barricade in street at corner I thought it was safe. Next thing I knew I fell in a hole.
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: City worker

   (b) Claimant's statement of the basis of such liability: Negligent in placing barricades. It is city worker's duty to place barricades to prevent injury.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: _____

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

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").

severe sprained ankle

11. Name and address of any other person injured: None

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

Auto:	$
Property:	$
Personal injury:	$ 1,500.
Other: (Specify below Medical bills	$ 1,267. Attached
TOTAL	$ 2,767.

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals:

Tom Mallmann 1216 Carmen Ave. Sheboygan

Columbia St. Mary's Mascho Clinic - Dr. Laura Field 1703 N. Taylor Dr. Sheboygan

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 Rosemary Mallmann DATE 11/5/15

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

DATE RECEIVED 11-5-15 RECEIVED BY MMD

CLAIM NO. 1315

CLAIM

Claimant's Name: Rosemary Mallmann

Claimant's Address: 1216 Carmen Ave
Sheboygan, WI 53081

Claimant's Phone No. 920-452-1960

Auto	$
Property	$
Personal Injury	$ 1,500.
Other (Specify below) Medical bills	$ 1,267. Attached
TOTAL	$ 2,767

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 $ 2,767.

SIGNED Rosemary Mallmann DATE: 11/5/15

ADDRESS: 1216 Carmen Ave
Sheboygan, WI 53081

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

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



This was next nite
7/8/15






CITY OF SHEBOYGAN
920-459-3440

II

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

Submitting a communication from Optum who represents Network Health, which provides benefits on behalf of its covered patient for injuries sustained while on our premises on 7/17/15. The Plan is subrogated to the patient's right of recovery and may seek reimbursement for benefits the plan may provide (consider this letter as our Subrogation Notice for the above loss).

Frances

City Clerk



PO Box 13216 / Green Bay, WI 54307-3216
Fax: 920-662-8340
Direct Fax: 888-220-8707

Rec'd 11-9-15
Claim# 14-15

November 3, 2015

City Of Sheboygan
Risk Management
825 Center Ave, Ste 100
Sheboygan, WI 53081

Member:	Martha Leppanen
Patient:	Doug Leppanen
Date of Loss:	07/17/2015
Optum File#:	SN12353184

Dear Risk Management:

Optum represents Network Health, which provides benefits on behalf of its covered patient for injuries sustained while on your premises on the above date of loss. The Plan is subrogated to the patient's right of recovery and may seek reimbursement for benefits the plan may provide.

Our investigation of this loss indicates that it may be a liability situation.

Please forward this information to your liability insurance carrier. If you do not have liability insurance, then you must contact us to make the necessary arrangements for our subrogation claim.

Consider this letter as our **SUBROGATION NOTICE** for the above loss.

Please give this matter your immediate attention.

Sincerely,

BARBARA CONNELLY
Recovery Resolution Analyst 920-662-8261
Optum

Quote #4-15

II

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

Submitting a claim from Douglas Leppanen for alleged injuries when he was cycling westbound on bike path under the 14th St. Bridge and got caught up in construction netting.

Finance

City Clerk



DATE RECEIVED 11-10-15 RECEIVED BY MeredanDeBruin

CLAIM NO. 15-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

NOV 10 '15 PM 8:08

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: Douglas Leppanen
2. Home address of Claimant: 2638 N. 20th street, Sheboygan
3. Home phone number: (920) 917-8190
4. Business address and phone number of Claimant: 601 N. 5th St. Sheboygan, WI 53081 (920) 458-2111
5. When did damage or injury occur? (date, time of day) July 17, 2015 appx. 8 p.m.
6. Where did damage or injury occur? (give full description) City bike path under the 14th street Bridge in Sheboygan.
7. How did damage or injury occur? (give full description) Cycling westbound on path, became tangled in construction netting hanging from 14th St. bridge. As a result, fell to the left onto chain link fence and received cut to left arm.
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: Director of Dept. of Public Works

   (b) Claimant's statement of the basis of such liability: Negligent failure to provide warning to dangerous condition; failure to provide barrier to path or to monitor the area.

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: Bike path under the 14th Street Bridge in the City of Sheboygan

   (b) Claimant's statement of basis for such liability: see 8(b) above.

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").

6.00 cm laceration to left forearm, 10 sutures; permanent scar

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

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

Auto:	$_____
Property:	$_____
Personal injury:	$ 7,500
Other: (Specify below	$_____
TOTAL	$ 7,500

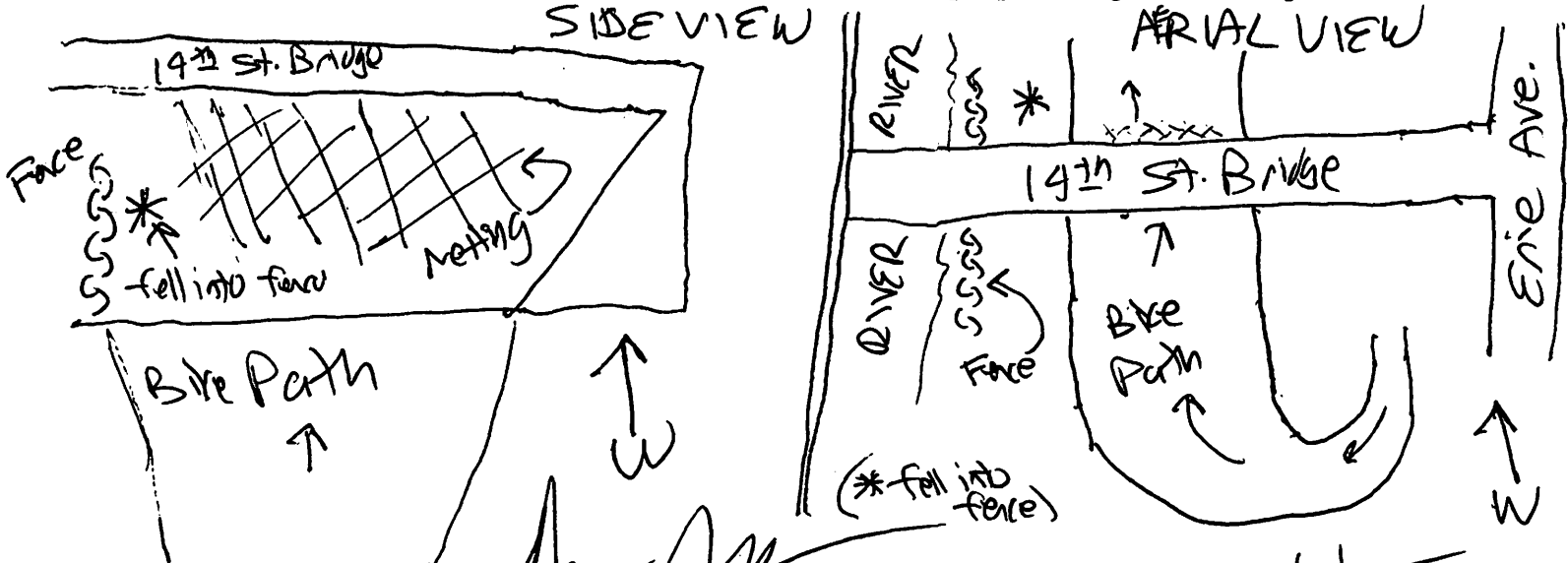
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: for cycling accident - officer M. Lynvean, Sheboygan Police; Dr. Kolar, St. Nicholas hospital; Dr. Martins, St. Nicholas; Martha Zeppenn, 2638 N. 20th St, Sheboygan

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 11/10/15

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

DATE RECEIVED 11-10-15 RECEIVED BY Meredith DeBruin

CLAIM NO. 15-15

CLAIM

Claimant's Name: Douglas Leppanen

Claimant's Address: 2363 N. 20th Street
Sheboygan, WI 53083

Claimant's Phone No. (920) 917-8190

Auto	$
Property	$
Personal Injury	$ 7500
Other (Specify below)	$
TOTAL	$ 7500

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 $ 7,500.

Hospital Charges - 2110.40
Doctor Charges - 1057.00
Suture Removal - 153.00
Care Supplies - 13.46
Estimate/cosmetic - 2552.00
Consultation fee - 60.00
General damages - 1554.14

TOTAL #7500.00

SIGNED [signature] DATE: 11/10/15

ADDRESS: 2363 N. 20th Street, Sheboygan, WI 53083

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

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

SHEBOYGAN POLICE DEPARTMENT

Incident C15-13155

Nature: ASSIST
Location: N29

Address: N 14TH ST & ERIE AVE
SHEBOYGAN WI 53081

Offense Codes: 9831
Received By: KLINZING, J **How Received:** T **Agency:** SPD
Responding Officers: WYNVEEN, M
Responsible Officer: WYNVEEN, M **Disposition:** SIT 07/18/15
When Reported: 01:29:25 07/18/15 **Occurred Between:** 01:29:25 07/18/15 and 01:29:25 07/18/15

Assigned To: **Detail:** **Date Assigned:** **/**/**
Status: **Status Date:** **/**/** **Due Date:** **/**/**

Complainant:
Last: **First:** **Mid:**
DOB: **/**/** **Dr Lic:** **Address:**
Race: **Sex:** **Phone:** **City:** ,

Offense Codes

Reported: **Observed:** 9831 ASSIST PERSON
Additional Offense: 9831 ASSIST PERSON

Circumstances

LT06 CONSTRUCTION SITE

Responding Officers: **Unit :**
WYNVEEN, M 406

Responsible Officer: WYNVEEN, M **Agency:** SPD
Received By: KLINZING, J **Last Radio Log:** 02:17:42 07/18/15 CMPLT
How Received: T TELEPHONE **Clearance:** CLR CLEARED
When Reported: 01:29:25 07/18/15 **Disposition:** SIT **Date:** 07/18/15
Judicial Status: **Occurred between:** 01:29:25 07/18/15
Misc Entry: **and:** 01:29:25 07/18/15

Modus Operandi: **Description :** **Method :**

Involvements

Date	Type	Description

Sheboygan Police Department Record

DO NOT DISCLOSE

Narrative

Sheboygan City Police Department
Investigation Narrative

Squad 13, no video, photographs yes, no evidence, no proxy, no custody form.

On 7-18-15, I, Ofc Wynveen, was sent to speak with Douglas L Leppanen, 3-3-56, 2638 N 20th, 920-917-8190, about his injury when he was riding his bicycle on the bike path under the 14th St bridge. Douglas said he was riding west bound on the bike path that goes under the old rail road bridge and the 14th St bridge, when he got caught in some type of netting. He fell off his bike and sustained an injury to his left forearm, requiring stitches. He explained the general area and wanted us to be aware of the safety hazard. I explained that I remembered signs posted before the construction stating the path was closed. I went to the path and noticed there were no signs on the east side of the path stating the path was closed or construction ahead. When I reached the 14th St bridge, I noticed there was netting attached to the bottom of the bridge because of the construction on the roadway of the bridge. When I walked on the path, my head hit the netting. A section had been ripped off, assuming this was what Douglas got caught in. I noticed there was a sign at the west end where the path starts on Ontario Ave. I put police tape on the east side. I attached it to two different light poles in different locations. I was not able to attach it to the brick wall to totally block off west bound traffic. I asked Sgt Kuszynski to notify DPW of the need for barricades. He advised he was going to e-mail DPW the request.

End of report. 406MJW

II

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

Submitting a communication from the Sheboygan Area School District submitting their approved Tax Levy for the 2015-2016 school year.

Finance

City Clerk



Mark Boehlke
Assistant Superintendent
Business & Operational Services

830 Virginia Avenue
Sheboygan, Wisconsin 53081
Ph. (920) 459-3523
Fax: (920) 459-4300

SHEBOYGAN AREA SCHOOL DISTRICT
Learning Today. Leading Tomorrow.

, 2015

City of Sheboygan
Municipal Clerk – Susan Richards
828 Center Avenue
Sheboygan, WI 53081-4442

Dear Ms. Richards:

The Board of Education for the Sheboygan Area School District approved the following Tax Levy for the 2015-2016 school year:

School Levy	$37,781,076.00
Recreation Levy	$ 1,272,528.00

Enclosed are the tax levy certifications as assessed against the taxable property of that portion of the school district and/or recreation district lying within your municipality as required by section 120.17(8).

The levy payment must be received in the business Office by the due date. If there are any questions, please feel free to contact me at 920-459-3955.

Sincerely,

Mark Boehlke
Assistant Superintendent
Business and Operational Services

Enclosure (1)

Wisconsin Department of Public Instruction

PI-1508 TAX LEVY CERTIFICATION

ss. 24.71, 120.17 (8)

Instructions: This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10.**
(Ref Wisconsin Statute s.120.12(3))

2015-2016 School Year

T O

1. Muncipal Clerk: SUSAN RICHARDS
828 CENTER AVE
SHEBOYGAN, WI 53081-4442

2. Municipality: City of Sheboygan

3. County: Sheboygan County

The levy is distributed using the same percentage as the equalized valuation.

	Entire School District	**Portion of School District Lying Within Municipality**
	Column 1	Column 2
4. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	$3,287,136,559.00	$2,184,347,853.00
5. Percent of Entire School District	100%	66.451388%
6. Total Levy	$39,053,604.00	**$25,993,399.00**

CERTIFICATION

I HEREBY CERTIFY the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17 (8). The state superintendent, pursuant to s. 121.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

WENDY L BAACKES NOTARY PUBLIC STATE OF WISCONSIN

NOTARY SEAL

F R O M

Name of School District	School District Clerk
Sheboygan Area (5271)	Jennifer Pothast

Signature of School District Clerk: Jennifer Pothast

Signature of Notary Public: Wendy Baacke

Signed before me this date: 11/9/2015

My Commission Expires: 1/29/2017

Wisconsin Statutory References:
s.120.17(8)
s.120.44
s.121.06(2)

Mail tax settlement to: District Administrator
Sheboygan Area School District
830 Virginia Ave
Sheboygan, WI 53081-4427

II

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

Submitting a communication from Luis Alberto Santillan requesting a waiver from the Sex Offender Residency restrictions in order to live at 1415 Jefferson Ave.

pp&s.

City Clerk



NOV 3 '15 PM 3:08

Date 10/28/15

My name is Luis Alberto Santillan.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1415 Jefferson Ave Sheboygan, WI 53081.

Signature Luis Alberto Santillan

Phone No (920) 207-4025

II

4.7

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

Submitting a communication from Lane Brian Baxter requesting a waiver from the Sex Offender Residency restrictions in order to live at 2423 N. 23rd St. which he intends to buy.

City Clerk

PRS.

NOV 12 '15 AM11:40

Date: Nov 10th. 2015

My name is: LANE BRIAN BAXTER

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
1730 No. 8th ST. Sheboygan, WI 53081
That I Do Intend To Buy...
L.B.B New Address 2423 No. 23rd ST. L.B.B.

Signature: Lane B. Baxter

Phone Number: 608-723-9201

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. ___ - 15 - 16. By FIRE CHIEF. November 16, 2015.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing July 1, 2015 and ending September 30, 2015.

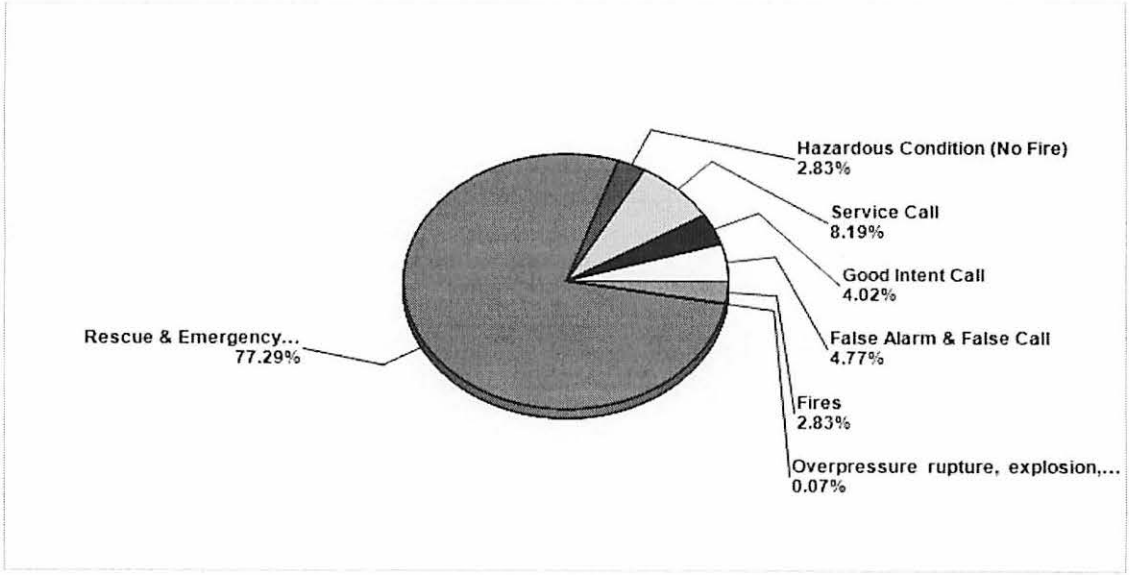
ppts.

FIRE CHIEF

SHEBOYGAN FIRE DEPARTMENT

Quarterly Report of Departmental Activity for the period 7/1/2015 - 9/30/2015

INCIDENT RESPONSES



INCIDENT TYPES	2015	2014
Fires	38	32
Overpressure rupture, explosion, overheat - no fire	1	2
Rescue & Emergency Medical Service	1038	1029
Hazardous Condition (No Fire)	38	26
Service Call	110	85
Good Intent Call	54	57
False Alarm & False Call	64	63
TOTAL	1343	1294

3RD QUARTER INCIDENT COUNT PER STATION

STATION/AREA	2015	2014
Out of City	11	11
Station 1	422	357
Station 2	226	239
Station 3	324	336
Station 4	229	192
Station 5	131	159

3RD QUARTER FIRE LOSSES

	2015	2014
Number of Incidents	15	12
Total Property Loss	$ 263,750.00	$ 142,200.00
Total Content Loss	$ 166,545.00	$ 29,000.00
Total Losses	$ 430,295.00	$ 171,200.00
Average Loss	$ 28,686.00	$ 14,266.00

Res. No. - 15 - 16. By Alderpersons Hammond, Kath, Carlson, Donohue and Wolf. November 16, 2015

A RESOLUTION authorizing the Purchasing Agent to enter into contract for Assessment Services for the City of Sheboygan.

WHEREAS, the City Assessor has declared his intent to retire on March 1, 2016;

WHEREAS, the Common Council directed the Purchasing Agent to act on behalf of the City of Sheboygan to requests proposals;

WHEREAS, Two bids were received which met the specifications, Grota Appraisals, LLC and Tyler Technologies.

WHEREAS, An analysis of the proposals by the Purchasing Agent and the Assessor deemed the most advantageous proposal to the City is from Grota Appraisals, LLC.

WHEREAS, The savings for contracting are: 2016 will be $84,098; for 2017 $150,342 and 2018 $149,896 for a total of $384,336 for the three year period.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Grota Appraisals, LLC for Assessor Services for the period of January 1, 2016 through December 31, 2018 in the amount of $255,000 for 2016; $255,000 for 2017 and $261,100 for 2018 for a three year total of $771,000.

BE IT FURTHER RESOLVED: That the funding for this expenditure is to be taken from Account 10116100-521900.

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. ____ - 15 - 16. By Alderperson Hammond. November 16, 2015.

A RESOLUTION approving the terms and conditions of the Contract for Sale of Land by and between the City of Sheboygan and Eighth Street Housing Corporation.

RESOLVED: That the City of Sheboygan hereby approves the terms and Conditions of the Contract for Sale of Land for Private Development by and between the City of Sheboygan and Eighth Street Housing Corporation, in form substantially similar to the documents attached hereto and incorporated herein by this reference.

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.

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



CONTRACT FOR
SALE OF LAND FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF SHEBOYGAN, WISCONSIN
AND
EIGHTH STREET SHEBOYGAN HOUSING CORPORATION

AGREEMENT, made this _____ day of _____, 2015, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Eighth Street Sheboygan Housing Corporation, a Wisconsin domestic business corporation (hereinafter called "Developer"), having an office for the transaction of business at 2 Science Court, Madison, WI 53711;

RECITALS

WHEREAS, the City has offered to sell and the Developer is willing to purchase certain real property more particularly described in **Exhibit "A"** annexed hereto and made a part hereof (which property as so described is hereinafter called "the Property") and to develop the Property by constructing, as determined by Developer, a mixed use building comprised of multifamily and retail/commercial space, and all related improvements, such building to be comprised of a certain number of floors, as determined by Developer, all at an estimated cost of Ten Million Two Hundred Sixty-One Thousand, Five-Hundred Thirty-Six and 00/100 Dollars ($10,261,536.00) (hereinafter called "the Project"), in accordance with this Agreement; and

WHEREAS, the City believes that the development of the Property through construction of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety and welfare of its residents.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I.
SALE: PURCHASE PRICE

Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Developer for, and the Developer will purchase the Property from the City and pay therefor, the total amount of Twenty and 00/100 Dollars ($20.00) dollars, hereinafter called "Purchase Price," to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the Property to the Developer.

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	
(Conditional Use/Architectural Review)	April 2016
Issuance of Building Permits	May 2016
Start Construction	May 2016
Substantial Completion	May 2017

It is anticipated that the Property will be sold and conveyed as follows:

Sell and Convey Property	May 2016

ARTICLE II.
CONVEYANCE OF PROPERTY

SEC. 201. **Form of Deed.** The City shall convey to the Developer title to the Property by warranty deed (the "Deed") in the form attached hereto as **Exhibit "B"**. Such conveyance and title shall be subject to the condition subsequent provided for in Section 1104 hereof, and subject to liens, encumbrances, covenants or restrictions disclosed in the title insurance commitment to be provided by the City as set forth in Section 204(d) below; provided, however, that Developer has consented to and approved of such liens, encumbrances, covenants or restrictions as permitted encumbrances (collectively, "Permitted Liens").

Furthermore, both the City and Developer recognize and acknowledge that this Agreement expressly provides for certain easements, encumbrances or reservations with respect to the Property, which will be continued, or newly created simultaneously with the conveyance of the Property from the City to the Developer. The City shall use its best efforts to minimize the impact upon Developer's Project of any such easement(s), encumbrance(s), or reservation(s), and Developer's obligation to purchase the Property shall be conditioned upon Developer satisfying itself of the feasibility and suitability of the Property, subject to such easements, encumbrances, or reservations, prior to the date of closing of the purchase of the Property from the City.

SEC. 202. **Time and Place for Delivery of Deed**. The closing of the transaction and conveyance referred to herein shall occur before May 13, 2016, or on an earlier date selected by Developer upon not less than 5 business days' prior written notice to the City, or such other date as mutually agreed to by the parties, at the principal office of the City, and the Developer shall accept such conveyance and pay the purchase price to the City at such time and place.

SEC. 203. **Recording of Deed.** The Developer shall promptly file the Deed for recording among the land records of Sheboygan County. The Developer shall pay all costs for so recording the Deed.

SEC. 204. **Conditions Precedent to Developer's Obligations.** The Developer's obligation to conclude the transaction contemplated herein shall be subject to the Developer's satisfaction, or waiver thereof, of each of the following conditions on or prior to the date of closing:

Error! Unknown document property name.

(a) **Property Acquisition.** Developer determining, after receipt of title, survey and the environmental audit and geotechnical reports referenced below, and such other information as determined appropriate by Developer, whether it will acquire the Property under this Agreement.

(b) **Financing Contingency.** Developer obtaining a written loan commitment from a lending institution of Developer's choice in an amount and with such terms and conditions acceptable to Developer, within Developer's sole discretion, for the construction of the Project and any and all Improvements (as defined below) related thereto.

(1) Evidence of Equity Capital and Bank Mortgage Financing. As promptly as possible, but not later than one hundred eighty (180) days after the execution of this Agreement, the Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has the equity capital and commitments for mortgage financing necessary for the timely completion of construction of the Project and the Improvements.

(2) City Contribution. In order for this Project to occur, the City hereby agrees to and shall contribute One Million Four Hundred Fifty-Seven Thousand, Six Hundred Seventy-Four and 00/100 Dollars ($1,457,674.00) (the "Developer Incentive Payment") from Tax Increment District No. 16 in upfront developer incentive payable within five (5) business days after the later of (i) the date that building permits are issued for the applicable Improvements and (ii) the date that is 75 days after Developer has satisfied the condition described in subsection (1) above and closed on the acquisition of the Property, or such earlier date as may be agreed upon by the City. The amount of the Developer Incentive Payment may be reduced if the Minimum Investment (as hereinafter defined) is not met. In order for the Developer to receive these funds, the Developer shall provide financial documentation to the City to substantiate the remaining gap shortfall as evidenced by agreements from lenders and equity investors.

(3) City Contribution Commitment. The City shall provide Developer and Developer's lenders with a written commitment that states that, subject to the provisions of subsection (2) above, the City will pay the Developer Incentive Payment to Developer.

(c) **Environmental.** The City delivering to Developer, within fifteen (15) days after execution of this Agreement, all environmental information in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors, including, but not limited to, any and all environmental Phase I and Phase II environmental reports, soil and groundwater test results, correspondence with and orders or directives from governmental agencies (e.g. the Environmental Protection Agency, the Wisconsin Dept. of Natural Resources and other such agencies), case closure letters, remedial action plans and similar information,

including, without limitation, a Phase I environmental assessment dated no earlier than October 31, 2015 prepared by an environmental consultant reasonably satisfactory to Developer (and which provides for certification to or letters of reliance to be issued to Developer and its lenders).

Developer's obligation to conclude this transaction is further contingent upon Developer determining, in Developer's sole discretion, not less than twenty (20) days prior to the date of closing, that such information does not disclose the existence of any recognized environmental conditions or any other environmental issues, hazardous conditions, materials or substances located on, in or with respect to the Property to which Developer may object.

For purposes of this Subsection (c), a hazardous material, condition, or substance, recognized environmental condition, or any other environmental condition shall include, but not be limited to, any condition, material or substance that does not comply with federal, state or local environmental laws, rules or regulations, any material or condition defined as hazardous within the meaning of such laws, rules or regulations, or any condition, material or substance defined as a recognized environmental condition as determined by the Standards of the American Society for Testing and Materials (ASTM), or the presence of asbestos, underground storage tanks, petroleum products or similar substances.

In the event such information, audits or reports disclose or confirm the presence of any hazardous material, condition or substance on, in or with respect to the Property, or the existence of any recognized environmental condition or any other environmental condition affecting or relating to the Property, Developer may, at Developer's sole discretion,

(1) terminate this Agreement by providing written notice thereof to the City, or

(2) accept the Property "as-is" despite the presence of such hazardous material, condition or substance or the existence of such recognized environmental condition or other environmental condition.

(d) **Title.** The City delivering to Developer, within fifteen (15) days after Developer's request therefor, a commitment in favor of Developer for an ALTA Form (2006 or its current equivalent form) owner's policy of title insurance (the "Title Policy") with respect to the Property, from a title insurance company agreed upon by the parties ("Title Company") (the title insurance premium for such Title Policy shall be paid by the City).

Not less than twenty (20) days prior to the date of closing, Developer shall notify the City in writing of any unacceptable exceptions which are disclosed in the title commitment; in the absence of such notification, such exceptions shall be deemed accepted by Developer. The Title Policy shall contain such endorsements required by Developer, which endorsements shall be obtained at the Developer's expense.

In the event Developer disapproves of any matter pertaining to title, Developer may request and the City shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that the City is attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to title shall be extended for a commensurate period. Any mortgages, liens or judgments or other monetary encumbrances shown on the title commitment will be paid or satisfied by the City or with Developer's consent not to be unreasonably withheld, insured over by the Title Company on or prior to the date of closing.

In the event that the City elects to cure, but is unable to satisfy any such defect or disapproved matter within such fifteen (15) day period, or in the event that the City elects not to cure any defect or disapproved matter, Developer may, within ten (10) days after receipt of written notice from the City that the City has been unable to cure or is unwilling to cure:

(1) terminate this Agreement by providing written notice thereof to the City; or

(2) Developer may take title "as-is" and the closing date shall be extended until the date which is five (5) business days after the date of such election by Developer.

(e) **Survey.** Developer's receipt, within ninety (90) days after execution of this Agreement, but no later than February 1, 2016, at the Developer's expense, of a current survey of the Property, staked, and made by a surveyor licensed in the State of Wisconsin and approved by Developer, showing such detail and criteria as determined by Developer, in Developer's sole discretion. Developer shall have the right to include any survey objections in its request letter under subsection (d), whereupon said survey objections shall be handled under subsection (d) as if a title objection and Developer shall have the same rights with respect thereto.

(f) **Governmental Permits, Licenses and Approvals.** Developer obtaining prior to date of closing, all necessary permits, licenses and approvals from the City, and/or any other applicable governmental entity or agency, for the Project and related Improvements, as determined by Developer, within Developer's sole discretion. The City agrees to cooperate with Developer in the application for any such permits, licenses and approvals, including, without limitation, the timely provision thereof.

(g) **Utility Connections.** Developer obtaining written evidence, at the City's expense, that sanitary sewer, storm sewer and potable water mains are located adjacent to the Property boundary line. In the event that sewer and water laterals are not stubbed off at the mains and located at the Property boundary line, the

Developer shall be solely responsible for any and all costs and expenses related to bringing such sewer and water laterals to the Property boundary line.

(h) **Soil and Topographic Conditions.** The City delivering to Developer, within ten (10) days after execution of this Agreement, all information, reports, documentation or otherwise in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors relating to the soil and topographic conditions of the Property. Developer's obligation to conclude this transaction is further contingent upon Developer determining, in Developer's sole discretion, on or prior to the date of closing, that such information does not disclose any soil or topographic conditions that would impair, interfere with or negatively impact, as solely determined by Developer, the Project or the Improvements related thereto. Developer's obligation to conclude this transaction is further contingent upon the Developer, at its option and expense, obtaining prior to closing:

(1) written confirmation from a recognized and qualified soil and engineering firm (selected by Developer), that the soil and subsoil conditions of the Property are sufficient and suitable, as determined by Developer, in its sole discretion, for the Project and the Improvements related thereto, and

(2) soil borings and soil reports which verify a minimum poundage per square foot (psf) of soil bearing capacity, as determined by Developer,

all of which soil borings, tests, reports and confirmation shall be certified to, or otherwise expressly provide that it may be relied upon by, Developer and its lenders.

(i) **City and Developer Agreements**. The City and Developer agreeing upon the forms of the Parking Lease, Staging Easement, Greenspace Restriction, Use Restriction, and ROFR Agreement (as such terms are hereinafter defined) on or before the date that is ninety (90) days after the effective date of this Agreement or such later date as may be agreed upon by Developer and the City.

(j) **Termination for Failure of a Condition**. If any of the above conditions are not satisfied within the time frames provided above for such conditions, then Developer may (1) terminate this Agreement by providing written notice thereof to the City; or (2) waive said condition.

ARTICLE III.
TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS

The construction of the Project shall be commenced within three (3) months after the date of closing of the purchase of the Property by Developer and, except as otherwise provided in this Agreement, shall be substantially completed within twelve (12) months after commencement of construction, as extended under Section 1107.

ARTICLE IV.
SPECIAL PROVISIONS

SEC. 401. **Minimum Investment.** Developer shall utilize the Property by clearing the site and constructing the Project and all related improvements, at a minimum investment of Ten Million Two Hundred Sixty-One Thousand Five Hundred Thirty- Six and 00/100 Dollars ($10,261,536.00) dollars ("Minimum Investment") as generally reflected on the pro forma attached hereto as defined in **Exhibit "C"** ("Developer's Development Pro-forma").

Minimum Investment includes costs for construction of all buildings and other improvements on the Property and leasehold improvements and all related development costs, lease up expenses and operating reserves included within Developer's Development Pro-forma made or incurred by Developer in connection with the Project, on or before stabilization of the Project on the Property as required by this Agreement, or such later date as the parties may hereafter agree, including, without limitation, any and all costs (remediation costs or otherwise) Developer may incur with respect to any environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property. Upon the request of the City, Developer shall provide the City the opportunity to review reasonable evidence of the costs incurred by Developer for the Project.

Any provision of this Agreement to the contrary notwithstanding, the City and Developer hereby acknowledge and agree that the failure of Developer to satisfy the Minimum Investment requirements by the dates set forth herein shall not constitute a default or breach by Developer under this Agreement nor subject Developer to any penalty, liability or remedy available to the City hereunder or otherwise available to it at law or in equity, provided that the cause of such failure by Developer is unavoidable delay due to (a) acts of God or other matters beyond the control of Developer as referenced in Section 1107 below, or (b) environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property not arising from the act or intentional omission of Developer; it being the purpose and intent of this provision that in the event of the occurrence or existence of such causes of delay, the time or times for satisfying the Minimum Investment requirements set forth herein shall be extended by the minimum period required for the completion of all necessary remediation of the Property, or a time period commensurate with the period of delay, as the case may be.

SEC. 402. **Guaranteed Real Estate Property Tax Payment.**

(a) **Guarantee.** The Developer shall guarantee payment of an amount of real estate tax. The amount of real estate tax that the Developer and/or its affiliates, as the case may be, guarantee would be generated by the Project, regardless of the assessed value and mill rate. The total real estate taxes per year from the project shall be the following:

2018	$100,000
2019	$170,000

2020	$170,000
2021	$170,000
2022	$170,000
2023	$170,000
2024	$175,000
2025	$175,000
2026	$175,000
2027	$175,000

ARTICLE V.
PREPARATION OF PROPERTY FOR DEVELOPMENT

SEC. 501. City Responsibilities. The City shall, without expense to the Developer cooperate with the Developer, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the Developer in connection with the fulfillment of the Developer's obligations under this Agreement. The City hereby represents that the City has complied with all procedures necessary to obtain approval of the use of funds from Tax Increment District No. 16, including obtaining all required approvals, such as from the joint review board, holding all required public hearings with proper notice and including in the notice that a cash grant is included. The City agrees to transmit a copy of this Agreement executed by Developer to the joint review board.

SEC. 502. Developer's Responsibilities. The Developer shall, without expense to the City:

(a) **Assist City.** Cooperate with the City, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the City in connection with the fulfillment of the City's obligations under this Agreement.

(b) **Conduct Studies.** Prior to closing on the purchase of the Property from the City, conduct sufficient market, architectural and engineering studies, soils analyses, environmental assessments and any other investigations deemed necessary by the Developer to satisfy Developer of the feasibility and suitability of the Property to the Project.

ARTICLE VI.
RIGHTS OF ACCESS TO PROPERTY

SEC. 601. Right of Entry for Utility Service. The City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines as expressly provided for and in accordance with the easements that are Permitted Liens hereunder.

SEC. 602. Developer Not to Construct Over Utility Easements. The Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities that are Permitted Liens, unless such construction is provided for in such easement or has been approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed, and unless Developer indemnifies and agrees to hold harmless the City and any public utility company as may be appropriate from all loss or damage to property or injury to persons arising from such construction by Developer within such easement.

SEC. 603. Access to Property. Prior to the conveyance of the Property by the City to the Developer, the City shall permit representatives of the Developer to have access to the Property, at all reasonable times for the purpose of obtaining data and conducting inspections, assessments, studies, and various tests, concerning the Property necessary to evaluate the Property and carry out this Agreement, which inspections shall be undertaken at the Developer's own risk. After the conveyance of the Property by the City to the Developer, the Developer shall permit the representatives of the City access to the Property, at all reasonable times and upon reasonable notice, to the extent the City deems such access necessary for the purposes of this Agreement including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements, which inspections shall be undertaken at the City's own risk. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this section.

ARTICLE VII.
CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

SEC. 701. Plans for Construction of Improvements. Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. By April 30, 2016, Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

The City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change that would require approval of the City under its conditional use permit process through the City Plan Commission and architectural review by the Architectural Review Board. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within seven (7) days after the date of their receipt by the City.

If the City so rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.

All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in material conformity with the Construction Plans as approved by the City. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the Improvements as provided and specified in the Construction Plans as approved.

Upon approval of the Construction Plans by the City, Developer intends to promptly submit the Construction Plans to the appropriate agency of the State of Wisconsin (the "State") for approval as required in order to obtain a building permit. If the Construction Plans have not been approved by both the City and the State on or before May 13, 2016, the date for closing shall be extended until the second business day after such Construction Plans have been so approved and any such delay in approvals beyond May 13, 2016, shall qualify as an extension under Section 1107 hereof.

SEC. 702. Changes in Construction Plans. If the Developer desires to make any material change in the Construction Plans after their approval by the City that would require approval of the City under its conditional use permit process through the City Plan Commission or architectural review by the Architectural Review Board, the Developer shall submit the proposed change to the City for its approval under either or both of those processes, as applicable.. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 701 hereof with respect to such previously approved Constructions Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

SEC. 703. Approvals of Construction Plans and Evidence of Financing as Conditions Precedent to Conveyance. The submission of Construction Plans and their approval by the City and the State as provided in Section 701 hereof, and the submission of satisfactory evidence of equity capital and commitments for mortgage financing as provided in Section 204 hereof, are conditions precedent to the obligations of the Developer to purchase the Property and the City to convey the Property to the Developer.

SEC. 704. **Progress Reports.** Subsequent to conveyance of the Property, or any part thereof, to the Developer, and until construction of the Improvements has been completed, the Developer shall make reports, in such detail and at such times as may reasonably be requested by the City, as to the actual progress of the Developer with respect to such construction.

ARTICLE VIII.
RESTRICTIONS UPON USE OF PROPERTY

SEC. 801. **Restrictions on Use.** The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Developer for itself, and such successors and assigns, that the Developer, and such successors and assigns, shall:

(a) devote the Property to, and only to and in accordance with, the uses specified in this Agreement, i.e. mixed use residential and commercial and appurtenant uses, for a period of not less than twenty-seven (27) years from date of Completion of the Project (as hereinafter defined); and

(b) not discriminate upon the basis of race, color, creed, sex, religion, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, age or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 802. **Covenants; Binding Upon Successors in Interest; Period of Duration.** It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 801 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City against the Developer and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

SEC. 803. **City Rights to Enforce.** In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the City shall be deemed a beneficiary of the agreements and covenants provided in Section 801 hereof, for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided to the City. Such agreements and covenants shall (and the Deed shall so state) run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to

which it or any other beneficiaries of such agreement or covenant may be entitled. The City shall also have the right to release, terminate, modify or amend such agreements and covenants.

ARTICLE IX.
PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 901. Representations as to Development. The Developer represents and agrees that its purchase of the Property, and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Property and not for speculation in land holding. The Developer further recognizes that, in view of:

(a) the importance of the development of the Property to the general welfare of the community; and

(b) the below market purchase price that has been made available by the City for the purpose of making such development possible;

the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

SEC. 902. Prohibition Against Transfer of Ownership Interests. For the foregoing reasons, the Developer represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that, unless otherwise approved by the City in writing, prior to Completion of the Project as certified by the City:

(a) Michael L. Morey and/or his spouse and/or his descendants (collectively, "Morey") shall own directly or indirectly not less than 51% of the ownership interests in Developer, unless otherwise consented to by the City, which consent shall not be unreasonably withheld, conditioned or delayed); and

(b) The identity of the other shareholders or holders of ownership interests in Developer that are not included within the term "Morey" ("Independent Owners") shall be disclosed to the City; provided, however, that if the Independent Owners do not own individually more than 5% of the Developer and do not own in the aggregate more than 30% of the Developer, Developer shall not be required to disclose any such information and said Independent Owners may freely transfer shares or other ownership interests in Developer;

With respect to this provision, the Developer and the parties signing this Agreement on behalf of the Developer represent that they have the authority of all of its existing shareholders to agree to this provision on their behalf and to bind them with respect thereto.

SEC. 903. Prohibition Against Transfer of Property and Assignment of Agreement. For the foregoing reasons the Developer represents and agrees for itself that:

(a) Except only by way of security for, and only for,

(1) the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to constructing the Project under this Agreement, and

(2) any other purpose or as otherwise authorized by this Agreement,

the Developer (except as so authorized) has not made or created, and that it will not, prior to the Completion of the Project, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval, that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).

(2) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in form recordable among the land records shall and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided

otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have had, had there been no such transfer or change.

(3) There shall be submitted to the City for review all instruments and other legal documents effecting the transfer; and if approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed, its approval shall be indicated to the Developer in writing.

In the event, the transferee satisfies the conditions set forth in Subsections (b)(1)-(3) above, and City approves the sale, assignment, conveyance, lease or transfer to the transferee, then any and all obligations under this Agreement shall be transferred to the transferee and the Developer shall be released from any and all obligations under this Agreement. Notwithstanding anything contained in this Section 903 or this Agreement to the contrary, Developer, prior to Completion of the Project, shall have the right to enter into agreements with third parties for (i) the pre-leasing or leasing of any apartments and/or retail/commercial space which are part of the Project and (ii) easements, rights of way and licenses entered into in the ordinary course of construction, and such third parties (and the agreements entered into by Developer with them) shall not be subject to any approval by the City.

"Completion of the Project" shall mean the issuance of a certificate of occupancy (with or without conditions) for the Project and a certificate of substantial completion by the architect for the Project.

SEC. 904. Information as to Members. In order to assist in the effectuation of the purposes of this Article IX, the Developer agrees that during the period between execution of this Agreement and Completion of the Project:

(a) the Developer will promptly notify the City of any and all changes whatsoever in the ownership of the Developer, legal or beneficial, or of any other act or transaction, involving or resulting in any change in more than 49% of the ownership of Developer, or with respect to the identity of the parties in control of the Developer which it or any of its members have been notified or otherwise have knowledge or information; and

(b) the Developer shall, at such time or times as the City may request, furnish the City with a complete statement, subscribed and sworn to by the authorized or managing officers or shareholders of the Developer that Morey remains the direct or indirect owners of not less than 51% of the shares of or other membership interests in, and has direct or interest management control of, the Developer or other ownership or control approved by the City and that no Independent Owner

of Developer owns more than 5% and that all Independent Owners, in the aggregate, do not own more than 30% of Developer.

SEC. 905. City Transfers. The City shall not transfer, assign, encumber or otherwise convey any or all of its rights, obligations or interests under this Agreement except to a redevelopment authority of the City or another agency or authority of the City and then only after prior written notice to the Developer.

ARTICLE X.
MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

SEC. 1001. Limitation Upon Encumbrance of Property. Prior to the Completion of the Project, neither the Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for:

(a) the purposes of obtaining funds, but only to the extent necessary for acquisition, construction and development and operation of the Project;

(b) construction liens being contested by Developer in good faith;

(c) liens for taxes and other government charges not yet due and payable;

(d) easements, rights of way, and licenses granted in the ordinary course of construction by the Developer to the City; and

(e) other mortgages, encumbrances or liens consented to in writing by the City.

Except for the financing, mortgage, encumbrances or liens permitted above, the Developer (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and the City shall not unreasonably withhold its consent to same. In any event, Developer shall promptly notify the City of any such encumbrance or lien that has been created on or attached to the Property and not dismissed within 90 days thereafter, whether by voluntary act of the Developer or otherwise.

SEC. 1002. Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement ("Mortgagee") shall have the rights and benefits set forth in this Article X. The term "Mortgagee" shall include the Mortgagee and any affiliate of said Mortgagee who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof), but not including:

(a) any other party who is not an affiliate of Mortgagee and thereafter obtains title to the Property or such part from or through Mortgagee or its affiliate; or

(b) any other purchaser at foreclosure sale other than the Mortgagee or its affiliate.

The Mortgagee or its affiliate, as applicable, shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such Mortgagee or its affiliate. Provided, that nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such Mortgagee or its affiliate to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or Improvements provided or permitted in this Agreement.

SEC. 1003. Copy of Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City.

SEC. 1004. Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 1003 hereof, each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Provided, that if the breach or default is with respect to construction of the Project, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the City, by written assumption agreement reasonably satisfactory to the City, to complete, in the manner provided in this Agreement, the Project on the Property or the part thereof to which the lien or title of such holder relates.

SEC. 1005. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default or breach by the Developer (or successor in interest) under this Agreement, the holder of any mortgage on the Property:

(a) has, but does not exercise, the option to construct or complete the Project relating to the Property, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach and taken possession of or had a receiver appointed for the Project; or

(b) undertakes construction or completion of the Project but does not complete such construction within the period as agreed upon by the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement as extended by the reasons under Section 1107 below and by the number of days between notice of default and the taking of possession or the appointment of a receiver by such holder of such

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Project or applicable part thereof), and such default shall not have been cured within ninety (90) days after written demand by the City so to do,

the City shall (and, provided mortgage holder is in agreement therewith, every mortgage instrument made prior to Completion of the Project with respect to the Property by the Developer or successor in interest shall so provide) have the option of paying to the holder the full amount of the remaining mortgage debt and securing an assignment of the mortgage and the debt secured thereby or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of:

(1) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(2) all expenses with respect to the foreclosure;

(3) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property;

(4) the costs of any improvements made by such holder;

(5) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence; and

(6) any and all other amounts due to such holder from Developer secured by a mortgage on the Property.

SEC. 1006. City's Option to Cure Mortgage Default. In the event of a default or breach prior to the Completion of the Project by the Developer, or any successor in interest, in or of any of its material obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled upon thirty days prior written notice to Developer, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the encumbrance or lien relates) for such reimbursement, and shall be subject and subordinate always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement.

SEC. 1007. Mortgage and Holder. For the purposes of this Agreement: The term "mortgage" shall include deeds of trust or other instrument creating an encumbrance or lien upon

the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deeds of trust.

ARTICLE XI.
REMEDIES

SEC. 1101. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within sixty (60) days after receipt of such notice, provided if such default cannot reasonably be cured within such 60 day period, then such longer period of time as may be reasonably necessary for such cure, but not to exceed ninety (90) days unless the City consents from time to time to an additional extension, which consent shall not be unreasonably withheld, conditioned or delayed. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 1102. Termination by Developer Prior to Conveyance. In the event that:

(a) the City does not tender conveyance of the Property, or possession thereof, in the manner and condition provided in this Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Developer; or

(b) the Developer shall, after preparation of Construction Plans satisfactory to the City, furnish evidence reasonably satisfactory to the City that Developer has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Project on a basis and on terms that are satisfactory to Developer; or

(c) the Developer is unable to satisfy (and otherwise has not waived), any of the conditions precedent contained in this Agreement;

then this Agreement shall, at the option of the Developer, be terminated by written notice thereof to the City and neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement. Each of Developer and the City mutually acknowledge and agree that the Independent Consideration represents good and valuable consideration for this Agreement and, accordingly, each party hereto waives any and all claims or defenses to enforceability of this Agreement in any way predicated upon the broad discretion afforded Developer in evaluating the satisfaction of conditions precedent to Developer's performance. For purposes hereof, the term "Independent Consideration" means the costs and expenses that have been and will be incurred by Developer in investigating the Property, designing the Project,

negotiating this Agreement, negotiating with lenders, and other costs and expenses incurred by Developer in determining the feasibility of the Project.

SEC. 1103. Termination by City Prior to Conveyance. In the event that:

(a) prior to conveyance of the Property to the Developer and except as otherwise permitted under this Agreement,

(1) the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property in breach of this Agreement without the consent of the City as herein provided; or

(2) there is any change in the ownership or control of the Developer that is prohibited hereunder; or

(b) the Developer does not submit Construction Plans, as required by this Agreement, or (except as excused under subdivision (b) of Section 1102 hereof) evidence that it has the necessary equity capital and mortgage financing, in reasonably satisfactory forms and in the manner and by the dates respectively provided in this Agreement therefor within 30 days after written notice from the City of such failure and demand for cure; or

(c) the Developer does not pay the Purchase Price and take title to the Property upon tender of conveyance by the City pursuant to and in compliance with this Agreement, and if any such default or failure shall not be cured within thirty (30) days after the date of written demand by the City;

then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property shall, at the option of the City, be terminated by the City by written notice thereof to the Developer, in which event, neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement.

SEC. 1104. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Property or any part thereof to the Developer and prior to Completion of the Project:

(a) the Developer (or successor in interest) shall materially default in or materially violate its obligations with respect to the construction of the Project (including the nature and the dates for the beginning and completion thereof) and the required Minimum Investment, or shall abandon or substantially suspend construction work (except for any abandonment or suspension that is the result of any events which are beyond the control of Developer), and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months (six (6) months if the default is with respect to the date for Completion of the Project) after written demand by the City so to do; or

(b) the Developer (or successor in interest) (i) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or (ii) shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any construction, materialmen's or mechanics' lien (not being contested in good faith), or any other unauthorized material encumbrance or material lien to attach, which lien, encumbrance, levy or attachment would reasonably be expected to have a material adverse effect on the Completion of the Project; and such taxes or assessments shall not have been paid, or the encumbrance, levy, attachment or lien removed or discharged or provision reasonably satisfactory to the City made for such payment, removal or discharge, within

(1) ninety (90) days after written demand by the City so to do, provided that if such cure is capable of being made, then such longer period of time as may be reasonably necessary to effectuate such cure; or

(2) the applicable time period provided under any applicable State or local law, rule or regulation, whichever is longer; or

(c) there is, in material violation of this Agreement, any transfer of the Property or any part thereof, and such material violation shall not be cured within ninety (90) days after written demand by the City to the Developer, as such ninety (90) day period is extended from time to time to allow for the cure of any such violation with the consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;

then the City shall have the right upon not less than thirty (30) days prior written notice to Developer of its intent to do so, to re-enter and take possession of the Property and to terminate (and revest in the City) the estate conveyed by the Deed to the Developer, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the Developer specified in subdivisions (a), (b) and (c) of this Section 1104, failure on the part of the Developer to remedy, end or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Property, shall revert to the City. Provided, that such condition subsequent and any revesting of title as a result thereof in the City shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, the lien of any mortgage authorized by this Agreement and any rights or interests provided in this Agreement for the protection of the holders of such mortgages.

SEC. 1105. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the City of title to the Property or any part thereof as provided in Section 1104, the

City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 1104 set forth and provided) as soon as possible and in a reasonably commercial manner as to a qualified and responsible party or parties (as reasonably determined by the City) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be reasonably satisfactory to the City, provided that the mortgage liens shall be fully paid and satisfied prior to or upon such resale. Upon such resale of the Property, the proceeds thereof shall be applied:

(a) First, to reimburse the City for all reasonable costs and expenses incurred by the City, including, but not limited to, reasonable salaries of personnel, in connection with the recapture, management and resale of the Property or any part thereof (but less any income derived by the City from the Property or any part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or any part thereof (unless the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City); and then any other encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any reasonable expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Developer and its successors or transferee; and

(b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of the purchase price paid by it for the Property and the cash actually invested by it in making any of the Improvements on the Property, including, without limitation, any reasonable financing costs and other costs, expenses incurred and paid by Developer with respect to the Property and the Project, as well as any payments made by Developer to its lenders who provided financing for the Project. Any balance remaining after such reimbursements shall be retained by the City.

SEC. 1106. Other Rights and Remedies of City; No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article XI, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Developer and its successors in interest and assigns in the Property, and the revesting of title thereto in the City. Provided, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article XI shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default

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involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this section or with respect to the particular default except to the extent specifically waived in writing.

SEC. 1107. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for development, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to reasonably unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, or any other governmental instrumentality or agency, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unavailability of materials, unusually severe weather, delays by utility companies, delays in issuance of permits, consents or authorizations by any governmental instrumentality or agency, or delays of contractors, subcontractors or materialmen due to any of the foregoing causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for development or of the Developer with respect to construction of the Project, or progress in respect thereto, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this section shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 1108. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 1109. Party in Position of Surety With Respect to Obligations. The Developer and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all

claims and defenses based upon extension of time, indulgence or modification of terms of contract.

ARTICLE XII.
ADDITIONAL PROVISIONS

SEC. 1201. **Parking Lease**. At Closing, the City will lease to Developer on a 24/7, 365 day basis up to 43 parking spaces (each a "Parking Space" and collectively, "Parking Spaces") in the location adjacent to the Property and depicted on **Exhibit "D"** attached hereto (the "Parking Space Area") pursuant to a Parking Lease in form and substance to be agreed upon by the City and Developer acting reasonably and in good faith on or before the date that is 90 days after the effective date of this Agreement (the "Parking Lease"). The Parking Lease shall be for 98 years and will provide that the monthly per Parking Space rent charge will be based on the number of Parking Spaces then leased by Developer and will not exceed the lowest rent per parking space then being charged by the City or the parking assessment district (the "District"), as applicable, to other tenants of parking spaces owned by the City in the District. The Parking Space Area will, prior to Completion of the Project, be compacted, leveled, paved, and stripped, including a reasonable number of handicapped spaces, with the exact location of the Parking Space Area and access thereto (both to be as proximate to the Property as reasonably possible), the layout, signage and security installations to be as reasonably agreed to by the parties, and all of which shall be completed in a good and workmanlike manner and, after Completion of the Project, the Parking Space Area shall be maintained, repaired and replaced in good condition and repair in a good and workmanlike manner, including without limitation, snow removal and resurfacing, all of the foregoing to be undertaken by the City, at its cost.

SEC. 1202. **Temporary Staging Easement**. At Closing, the City will grant to Developer a temporary easement for construction staging and storage on a 24/7, 365 day basis during the construction of the Project in the location adjacent to the Property and depicted on **Exhibit "E"** attached hereto (the "Staging Area") pursuant to a Construction Staging Easement Agreement in form and substance to be agreed upon by the City and Developer acting reasonably and in good faith on or before the date that is 90 days after the effective date of this Agreement (the "Staging Easement"). The Staging Easement will provide that the Storage Area will be provided at no cost to Developer.

SEC. 1203. **Greenspace**. The City owns a parcel of Property to the southwest of the Property and depicted on **Exhibit "F"** attached hereto (the "Greenspace Parcel"). The City intends to renovate and to create on the Greenspace Parcel an attractive public plaza/greenspace amenity for the public in a manner that is architecturally and aesthetically compatible and complimentary to the Project (the "Greenspace"). In that connection, the City hereby agrees to engage Developer's selected landscape architect for the Project to design the renovation and creation of the Greenspace and to complete such design on or before the date that is 180 days after the effective date of this Agreement, which design shall be subject to the approval of Developer, which approval shall not be unreasonably withheld, and to complete the Greenspace pursuant to the approved design on or before Completion of the Project. At closing, the City shall record a deed restriction against the Greenspace Parcel in form and substance to be agreed upon by the City and Developer acting reasonably and in good faith on or before the date that is

90 days after the effective date of this Agreement (the "Greenspace Restriction"), which Greenspace Restriction shall provide that the Greenspace Parcel may be used only for a public plaza and greenspace for so long as the Project (or a replacement therefor constructed within three (3) years after the Project or any replacement project is destroyed or demolished) is located on the Property, unless otherwise consented to in a recorded document by the then owner of the Property.

SEC. 1204. **Restriction on Use**. The City owns property adjacent to and in the immediate vicinity of the Property, including the Greenspace and the Parking Area, as more particularly depicted and legally described on **Exhibit "G"** attached hereto (the "City Parcels"). At Closing, the City shall record a deed restriction against the City Parcels in form and substance to be agreed upon by the City and Developer acting reasonably and in good faith on or before the date that is 90 days after the effective date of this Agreement (the "Use Restriction"), which Use Restriction shall provide that the City Parcels shall not be used for any purpose that is not allowed under current zoning, is injurious to the reputation and "curb appeal": of the Project, or that is listed on **Exhibit "H"** attached hereto, for so long as the Project (or a replacement therefor constructed within three (3) years after the Project or any replacement project is destroyed or demolished) is located on the Property, unless otherwise consented to in a recorded document by the then owner of the Property

SEC. 1205. **Right of First Refusal**. At Closing, the City will grant to Developer a right of first refusal to purchase each of those City Parcels described on **Exhibit "H"** attached hereto (the "ROFR Parcels"). If, at any time prior to third (3rd) anniversary date of the Completion of the Project, the City receives a bona fide good faith offer to purchase a City Parcel, or any part thereof, from a party that may develop the applicable parcel, or a part thereof, for multifamily purposes that the City desires to accept (the "Offer"), then the City shall provide a copy of the Offer and all of its material terms to Developer and offer to sell the applicable parcel to Developer on the terms and conditions set forth in the Offer. Developer shall have thirty (30) days after receipt of the Offer to accept or reject the offer. If Developer fails to respond within such thirty (30) day period, Developer shall be deemed to have rejected such offer. If Developer rejects such offer, the City may sell the applicable parcel to the party making the Offer on the terms and conditions set forth in the Offer for a period of 180 days after such rejection or deemed rejection. If the closing does not take place within such 180 day period, then the City shall be required to reoffer the applicable parcel to Developer. If Developer elects to purchase the applicable parcel, then Developer and City shall enter into an agreement pursuant to which the City agrees to sell and Developer agrees to purchase the applicable parcel on the same terms as set forth in the Offer, provided that the closing shall take place on the later of the date set forth in the Offer or 90 days after Developer elects to purchase the applicable parcel. At Closing, the City shall record a right of first refusal agreement against the ROFR Parcels in form and substance to be agreed upon by the City and Developer acting reasonably and in good faith on or before the date that is 90 days after the effective date of this Agreement (the "ROFR Agreement").

ARTICLE XIII.
MISCELLANEOUS

SEC. 1301. Conflict of Interests; City Representatives Not Individually Liable. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

SEC. 1302. Equal Employment Opportunity. The Developer agrees that during the construction of the Project provided for in this Agreement:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. The Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.

(c) The Developer will furnish all information and reports required by law and any and all applicable federal, state and local rules, regulations and orders, and will permit access to the Developer's books, records and accounts by the City, or appropriate governmental entity, for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.

(d) In the event of the Developer's noncompliance with the nondiscrimination clauses of this section, or with any of the said rules, regulations or orders and failure to cure such noncompliance within thirty (30) days after written notice thereof, this Agreement may be canceled, terminated or suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided by such law, rule, regulation or order, or as otherwise provided by law.

(e) The Developer will include the provisions of Paragraphs (a) through (d) of this section in every contract or purchase order, and will use its best efforts to require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by such rules, regulations or orders, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. The Developer will take such action with respect to any construction contract, subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:" and the term "Developer" shall be changed to "Contractor."

SEC. 1303. Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the City to the Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SEC. 1304. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SEC. 1305. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer; provided, however, that the members or owners of any such related entity or affiliate include one or more of the principals of Eighth Street Housing Corporation. Upon any permitted assignment by Developer, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties. Developer may assign this Agreement without restriction after Completion of the Project. Upon any permitted assignment by the City, the assignee shall have the rights and obligations of the City hereunder.

SEC. 1306. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is (a) delivered personally, (b) sent by a nationally recognized overnight delivery service, (c) electronically transmitted with confirmation promptly sent by either the method specified in

subsection (a) or (b), or (d) if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid, and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 2 Science Court, Madison, WI 53711; and

(b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081, electronic transmission shall be to the email address of the then current City Clerk and Developer shall notify the City Clerk by telephone or in person that such a transmission has been sent;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. All notices shall be deemed given on the day such notice is delivered (or if refused, the date of such refusal) or transmitted by telephone, facsimile or by email in portable document (.pdf) format, or on the fifth business day following the date such notice is mailed in accordance with this Section.

SEC. 1307. **Mutual Waiver**. Except as otherwise set forth herein, failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

SEC. 1308. **Completion Certificate**. At the request of Developer, the City shall execute a Certificate of Completion of the Project in recordable form within ten (10) days after the later of Completion of the Project or Developer's request for said certificate, in substantially the form attached hereto as **Exhibit "I."** Developer shall have the right to record said certificate against the Property in the Office of the Register of Deeds for Sheboygan County, Wisconsin

SEC. 1309. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

SEC. 1310. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

(Signature Page Follows)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen,
Mayor

ATTEST:

_____
Susan Richards
City Clerk

CITY COMPTROLLER

BY: _____
Nancy Wasmer
Comptroller/City Treasurer

EIGHTH STREET HOUSING CORPORATION

BY: _____
Michael Morey,
President

BY: _____
Michael C. Morey,
Vice President

[Signature Page to Contract for Sale of Land]

EXHIBIT "A"
Description of Property

[See attached site plan. Legal description to generally reflect the site plan and shall be the same as the legal on the Survey and the Title Commitment.]

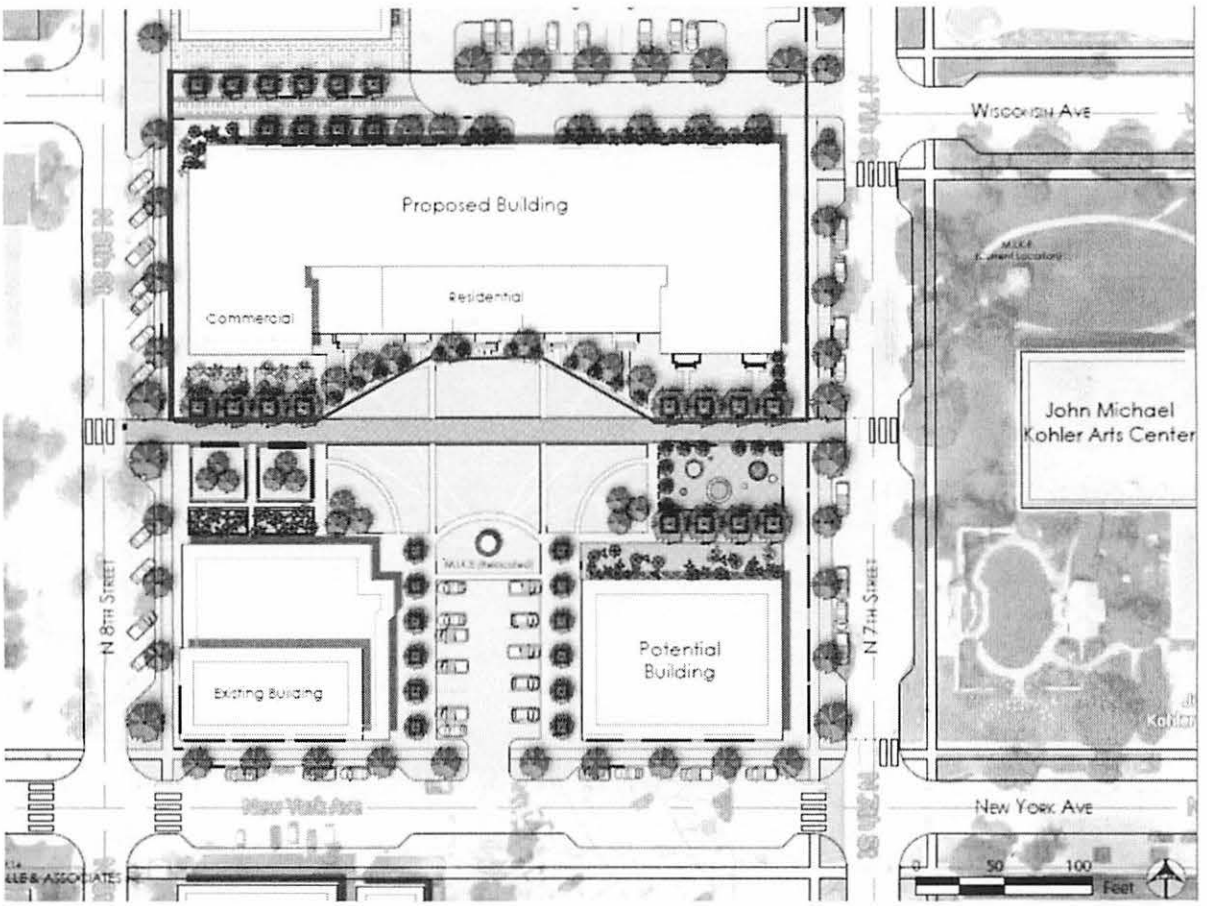

Proposed Building
Residential
Commercial
Existing Building
Potential Building
John Michael Kohler Arts Center
N 8TH STREET
N 7TH STREET
WISCONSIN AVE
NEW YORK AVE
50
100
Feet

Exhibit A - 2

EXHIBIT "B"
Form of Deed

See Attached

State Bar of Wisconsin Form 6-2003

SPECIAL WARRANTY DEED

Document Number

Document Name

THIS DEED, made between _____

_____ ("Grantor," whether one or more),

and _____

_____ ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in _____ County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Recording Area

Name and Return Address

_____

Parcel Identification Number (PIN)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances arising by, through, or under Grantor, except:

This _____ homestead property.
(is) (is not)

Dated _____.

_____(SEAL) _____(SEAL)
*

_____(SEAL) _____(SEAL)
*

AUTHENTICATION

Signature(s) _____

_____

authenticated on _____.

_____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY:

_____

_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,

the above-named _____

_____

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____

* _____

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

SPECIAL WARRANTY DEED **STATE BAR OF WISCONSIN FORM NO. 6-2003**

* Type name below signatures.

ıknown document property name.

EXHIBIT "C"
Developer's Development Pro Forma

ARTS & CULTURE PLAZA APARTMENTS
SOURCES & USES OF FUNDS
PROFORMA | DIRECT TIF CONTRIBUTION

I. SOURCES			
1. FIRST MORTGAGE	$	7,346,188	
2. SECOND MORTGAGE	$	-	
3. TAX CREDIT EQUITY	$	-	
4. SOFT FUNDING	$	1,457,674	CITY TIF CONTRIBUTION
5. DEVELOPER EQUITY	$	1,457,674	DEVELOPER EQUITY
6. INTEREST INCOME	$	-	
TOTAL SOURCES	**$**	**10,261,536**	
II. USES			
1. LAND/ACQUISITION/SURFACE PARKING	$	-	LAND CONTRIBUTION/IMPROVEMENTS
2. SITE WORK	$	-	INCLUDED IN HARD COSTS
3. HARD COSTS / CONSTRUCTION	$	9,549,036	CONSTRUCTION ESTIMATE
4. CONSULTANTS	$	385,500	DESIGN, ENGINEERING, ETC.
5. DEVELOPMENT FEE	$	-	
6. FINANCING	$	147,000	CONSTRUCTION INT, FINANCING FEES
7. SOFT COSTS	$	65,000	BUDGET ESTIMATE
8. RESERVES	$	115,000	LEASE-UP RESERVE, MARKETING
TOTAL USES	**$**	**10,261,536**	

EXHIBIT "D"

Description of Parking Space Area

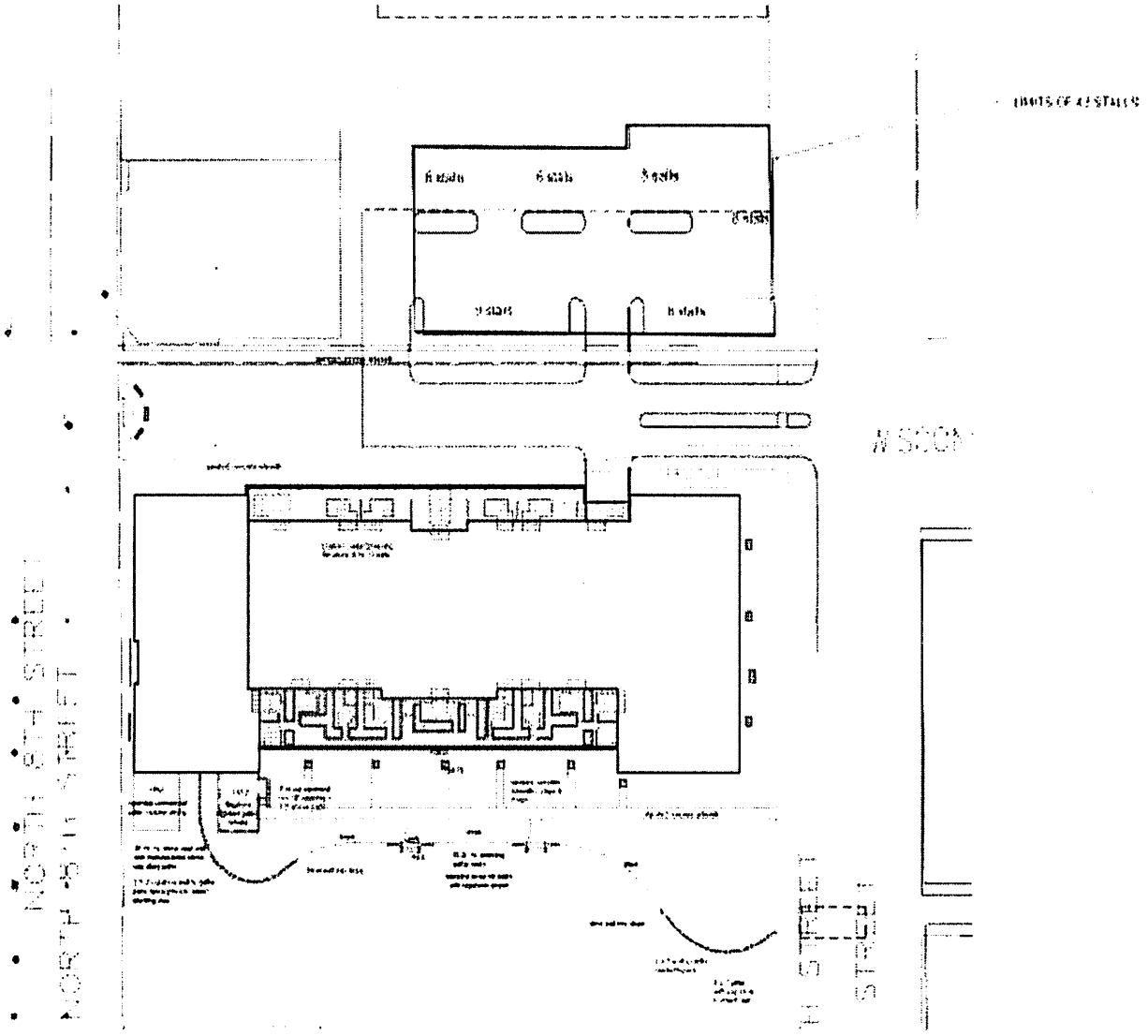


EXHIBIT "E"
Description of Staging Area

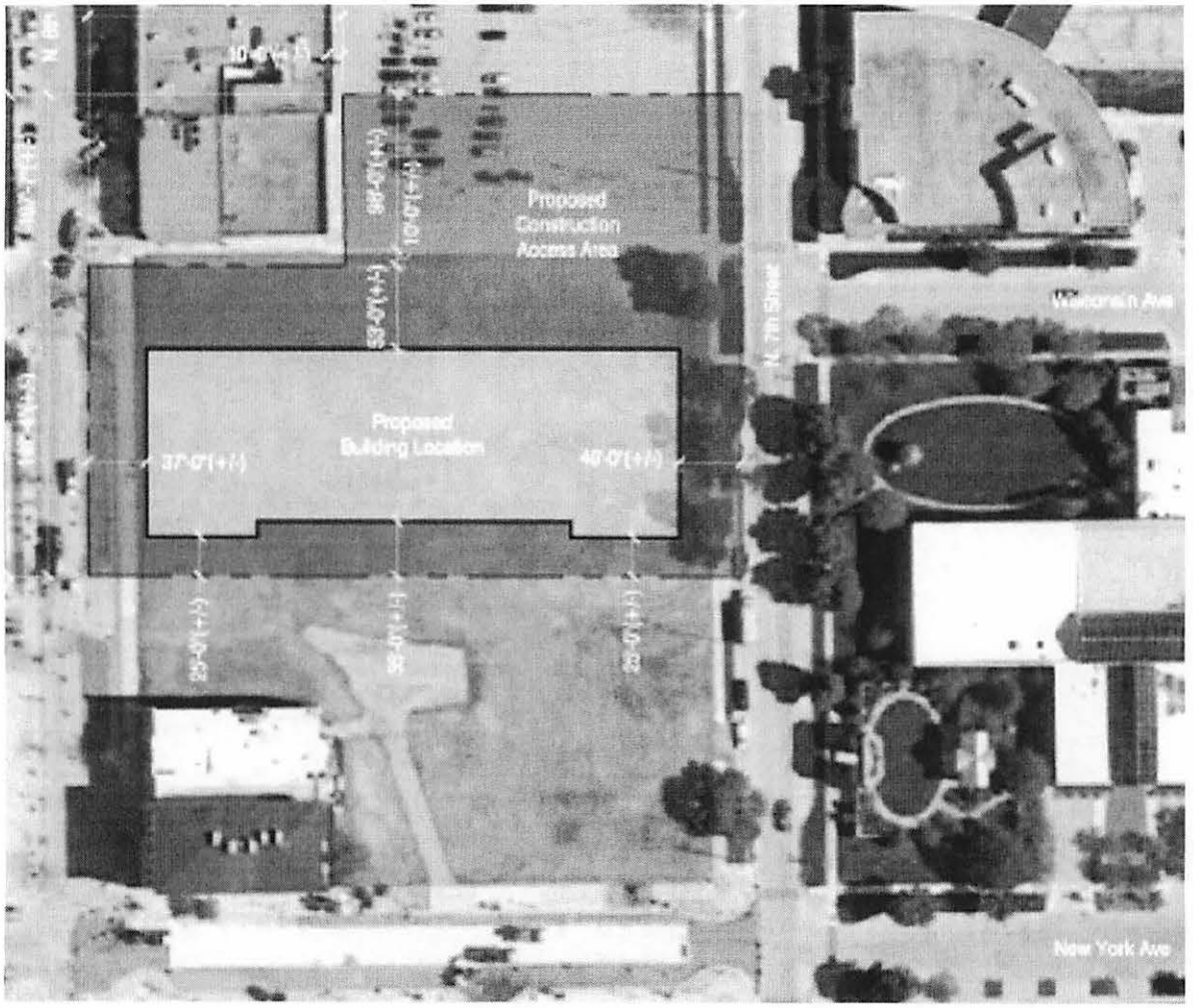


EXHIBIT "F"
Description of Greenspace Parcel

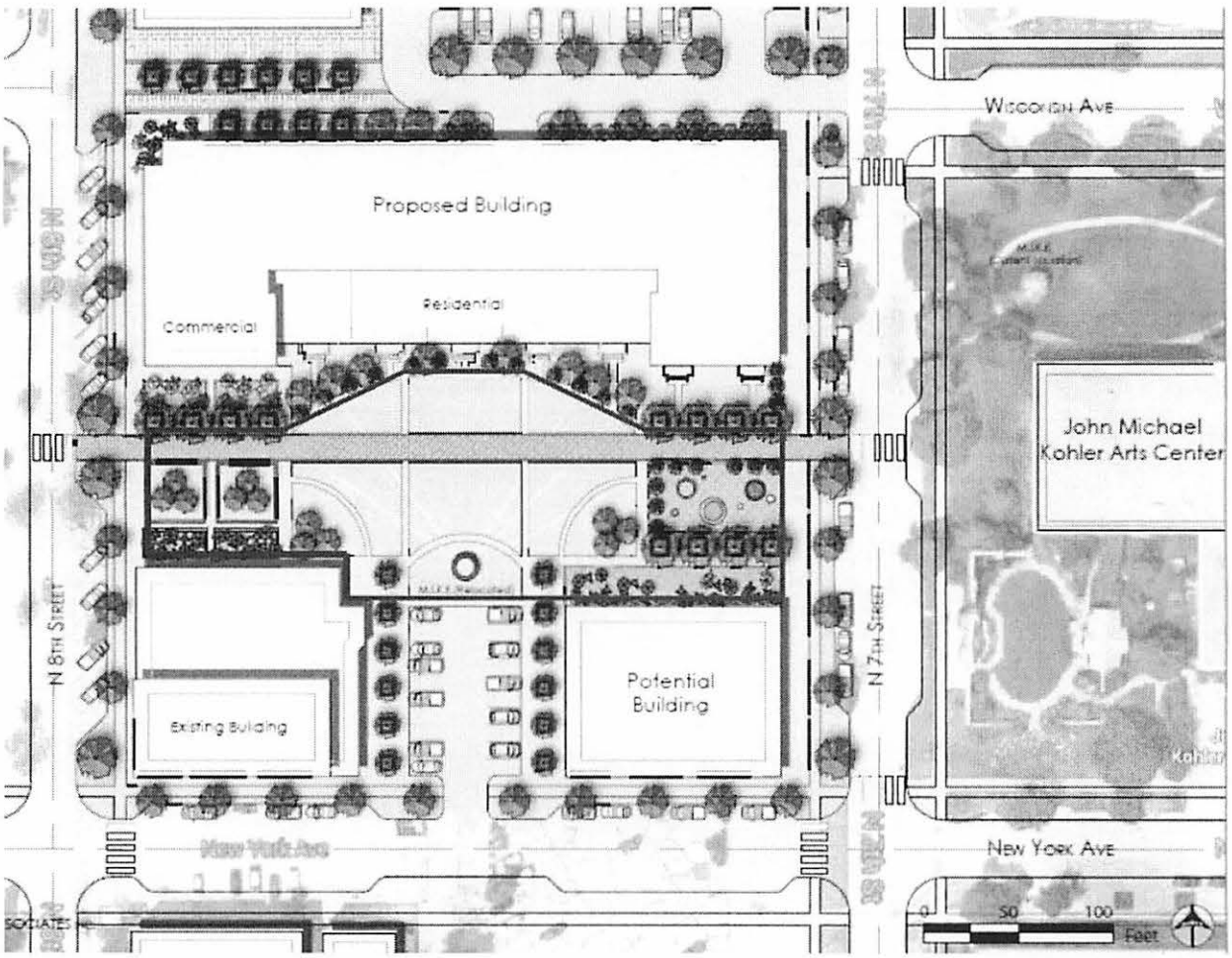


EXHIBIT "G"
Description of City Parcels

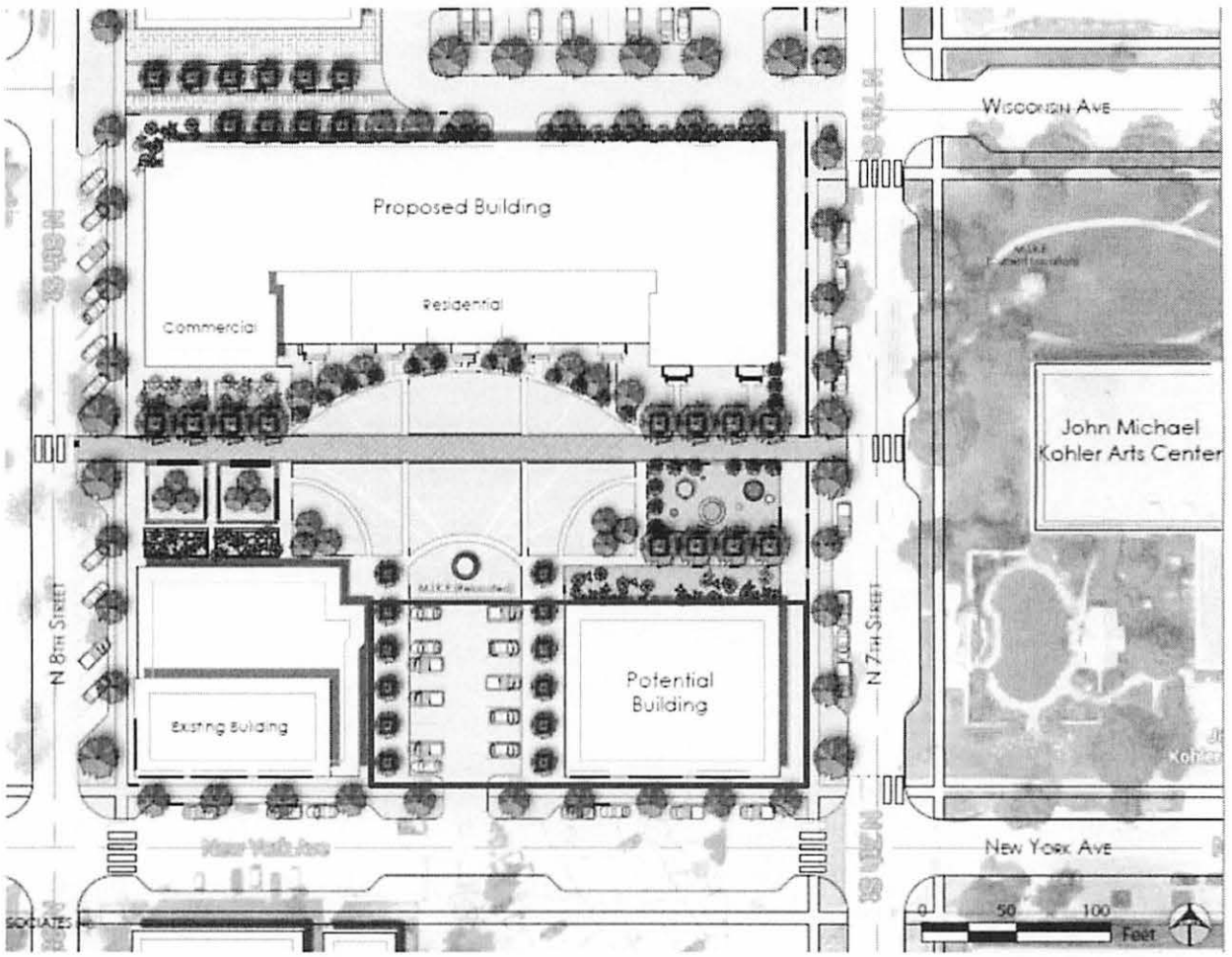


EXHIBIT "H"

Use Restrictions for City Parcels

1. Adult bookstore (which will include a store that sells or offers sexually explicit videos, DVDs, audiotapes, films, devices, apparel and the like), "peep show" store, or topless or strip club;

2. A so called "second hand" or surplus store, pawn shop, flea market, swap meet or junk yard;

3. Off track betting, gambling, gaming or check cashing facility;

4. Drug paraphernalia store or so called "head" shop;

5. Car wash, automobile repair work, automotive service, automobile body shop or gas station;

6. Automobile, boat, trailer, mobile home or truck leasing or sales;

7. Any manufacturing, assembling, distribution or warehouse use;

8. Animal raising or storage or veterinary hospital;

9. Gun range or the sale of fireworks;

10. Racetrack or other facility used for gambling;

11. Farming;

12. Drug testing facility;

13. Needle exchange or similar programs;

14. Blood bank;

15. Pool hall or billiard parlor;

16. Massage or tattoo parlor; or

17. Tobacco shop.

EXHIBIT "I"
Certificate of Completion

See Attached

Document Number	CERTIFICATE OF COMPLETION Document Title

CERTIFICATE OF COMPLETION

Eighth Street Housing

Recording Area

Name and Return Address

Sarah O. Jelencic
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202

Parcel Identification Number (PIN)

_____

Property Address	
Developer:	Eighth Street Housing Corporation
Memorandum of Development Agreement:	Memorandum of Contract for Sale of Land for Private Development Agreement dated as of _____, 2016, as amended or modified, recorded on _____, _____ in the Register of Deeds Office in Sheboygan County, Wisconsin as Document Number _____.
Legal Description:	See attached Exhibit "A"

THIS IS TO CERTIFY that the undersigned, on behalf of the City of Sheboygan, Wisconsin (the "City"), caused the inspection of the above-described real estate and physical improvements constructed thereon, and that construction of said physical improvements has been completed in accordance with construction plans submitted pursuant to the Contract for Sale of Land for Private Development Agreement dated as of _____, 2016, as amended or modified, which is evidenced by that certain Memorandum of Development Agreement recorded on _____, 2016, in the Register of Deeds Office in Sheboygan County, Wisconsin as Document Number _____ (the "Agreement").

Construction was deemed by the City to be timely completed.

THIS CERTIFICATE when signed shall constitute a conclusive determination of satisfaction and termination of the covenants in the Agreement with respect to the Developer's obligation to construct improvements on the above-described real estate and shall be conclusive as to the date of Completion of the Project (as defined in the Agreement).

Upon recording of this CERTIFICATE, the real estate described above shall specifically be "released" under the Agreement as to all of the restrictions and covenants against the real estate or Developer set forth therein that either only apply until the Completion of Project or expire upon the Completion of the Project.

Dated at Sheboygan, Wisconsin this _____ day of _____, 2016.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen,
Mayor

ATTEST:

_____
Susan Richards
City Clerk

EIGHTH STREET HOUSING CORPORATION

BY: _____
Michael Morey,
President

BY: _____
Michael C. Morey,
Vice President

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 201___, _____, Mayor, and _____, City Clerk, of the above-named City of Sheboygan, Wisconsin, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said City of Sheboygan, Wisconsin, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Sheboygan, Wisconsin by its authority.

(SEAL)

_____
_____
Notary Public, State of Wisconsin
My Commission is permanent.

Error! Unknown document property name.

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 201___, _____, President, and _____, Vice President, of the above-named Eighth Street Housing Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Vice President, Investments of said Eighth Street Housing Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Eighth Street Housing Corporation by its authority.

(SEAL)

_____
Notary Public, State of Wisconsin
My Commission is permanent.

This document was drafted by Sarah O. Jelencic, Foley & Lardner LLP.

_____

Error! Unknown document property name.

Exhibit A

Legal Description

Error! Unknown document property name.

ORIGINAL

DISBURSING AGREEMENT

THIS DISBURSING AGREEMENT ("Agreement") is made as of June 23, 2016 by the City of Sheboygan, Wisconsin ("City"), 727 LLC, a Wisconsin limited liability company ("727 "), and PREFERRED TITLE, LLC, a Wisconsin limited liability company ("Title Company").

RECITALS

A. Eighth Street Sheboygan Housing Corporation ("Developer"), an affiliate of 727, and the City entered into that certain Contract for Sale of Land for Private Development dated as of December 11, 2015 (the "Original Agreement") as amended by that Amended And Restated First Amendment to Contract for Sale of Land For Private Development (the "First Amendment" and together with Original Agreement, as amended from time to time, the "Agreement") whereby the City agreed to convey and Developer agreed to acquire and develop the Property (as such term is defined in the Agreement).

B. Pursuant to the Agreement, Developer and the City agreed that the Developer or its affiliate will enter into a contract with Developer's general contractor that covers all of the Fill Removal Work (as such term is defined in the First Amendment), but that the Fill Removal Work will be the responsibility of, and solely and exclusively undertaken at the direction and cost of the City and not the Developer or its affiliate.

C. 727, an affiliate of Developer, and Northcentral Construction Corporation ("General Contractor") have entered into that certain Standard Form of Agreement Between Owner and Contractor for the Fill Removal Work (the "Fill Removal Contract").

D. Title Company has issued a commitment (the "Owner's Commitment") to Developer to issue an owner's policy of title insurance (the "Owner's Policy") that will insure Developer's title to the Property in the amount of $11,600,000 at such time as title to the Property is transferred to the Developer by the City. Title Company has also issued a commitment (the "Lender's Commitment" and, together with the Owner's Commitment, the "Commitments") to Associated Bank, National Association ("Lender") to issue a lender's policy of title insurance (the "Lender's Policy") that will insure the lien of Lender to be granted on the Property by Developer to the Lender in the amount of $7,000,000. The Commitments, which describe the Property, and the limitations on and conditions precedent to such insurance, are known as Title Company's Commitment Number 116050270.

E. City will retain ownership of the Property until the Lender is ready to close on its loan to Developer, which will not be until substantially all of the excavation at the Property is completed.

F. The City has agreed to advance to the Title Company amounts sufficient to pay all amounts when due under the Fill Removal Contract (collectively, the "City Funds").

G. An advance of proceeds of the City Funds is referred to in this Agreement as an "Advance," the request for the Advance is referred to as the "Draw Request" and the date on which the Advance is to be made is referred to as the "Advance Date."

H. 727 and City request Title Company to supervise the Advances in accordance with the terms of this Agreement.

AGREEMENTS

1. Contracts. 727 shall submit to City and Title Company a copy of the Fill Removal Contract, and shall continuously advise Title Company of the name of each person or entity who from time to time has a direct contract either with 727 or with the General Contractor under which payment may be required for any work done, material supplied or services furnished in connection with the Fill Removal Work (all of such persons or entities are referred to as "Contractors"). If requested by Title Company, 727 shall also furnish to Title Company a copy of the contract with each Contractor. 727 or the City shall keep Title Company timely advised of the name of all

ORIGINAL

Contractors, and the type of work or material and the amount covered by each of their respective contracts with 727 or with General Contractor. Only Contractors whose names and contract descriptions have been furnished to Title Company shall be entitled to receive payments under this Agreement.

2. Retainage. Draw requests shall be based on the calendar month with one draw request corresponding to each calendar month. 727 may obtain Advances for payment to Contractors only to the extent of 100% of the amount of the contract work satisfactorily completed or materials delivered and incorporated into the Fill Removal Work by each such Contractor in accordance with its contract; subject, however, to a 10% retainage on Contractor's hard costs until the Fill Removal Work has been completed as determined by 727 and the City. The retainage shall be withheld until completion of the Fill Removal Work and shall only be disbursed with 727's and the City's written approval. City shall not make the final Advance for the payment of the full amount of the Fill Removal Contract until 727 approves such payment and 727 and the City have been satisfied that the Fill Removal Work has been acceptably completed in accordance with approved plans and specifications, as theretofore amended or modified.

3. Draw Requests. Whenever 727 desires to obtain an Advance, 727 shall submit to Title Company and City a signed Draw Request on a form reasonably acceptable to City and Title Company at least 10 business days prior to the requested Advance Date. 727 shall also submit the following:

(a) To City and Title Company: A certificate relating to each Contractor who is to receive Payment that is signed by (i) an architect, engineer or other construction supervisor approved by City and Title Company, and (ii) General Contractor, stating that each such Contractor has satisfactorily completed the work or delivered the materials for which payment is requested in such Draw Request, with such Contractor's invoices attached. Such certificate shall be on AIA Form G702/703 or a similar form reasonably approved by Title Company and City.

(b) To City and 727: General Contractor will confirm that each of the Contractors which are to be paid by General Contractor out of the Advance have, in fact, been paid the amounts payable to them out of all prior Advances. As a condition to the final Advance for the Fill Removal Work, City and 727 are to be furnished with written evidence acceptable to City and 727 in their reasonable discretion that all Contractors performing work on or supplying materials for the Fill Removal Work have been fully paid or will be fully paid out of the final Advance.

(c) To Title Company: A waiver of construction liens, materialmen's liens or both executed by the General Contractor for the current Advance and each Contractor paid out of the proceeds of the immediately preceding Advance. Each waiver shall be in the form required by Title Company and shall cover all claims for work done and materials supplied through the immediately preceding Advance for all Contractors other than the General Contractor and through and including the current Advance for General Contractor. Waivers shall be submitted in each case unless Title Company determines that the claims for which payment is to be made could not result in construction liens. All payments to Contractors are to be made on the written order of General Contractor.

(d) [Intentionally omitted]

(e) To City and Title Company: Such other supporting evidence as may be reasonably requested by Title Company to establish the value of the improvements for which payment is to be and has been made, and that the work and materials shall be free from all possible construction lien claims, including the approval of an architect or engineer reasonably acceptable to City.

4. Title Insurance Extensions. Upon receipt of each Draw Request, Title Company shall, within five business days thereafter, either (a) deliver to City and 727 prior to disbursement of the Advance a written endorsement to the Owner's Commitment dated as of the relevant Advance Date extending the effective date of the Owner Commitment for the full City Funds amount then funded including the current Advance, without change, with an irrevocable commitment to issue the Lender's Policy insuring against filed and unfiled liens for all work in place and materials stored to the date of the Advance Date, other than filed or recorded liens that have been disclosed by Title Company to Lender and Owner, or (b) give City and 727 immediate notice by telephone if any intervening liens are disclosed (other than those expressly listed in the Commitments or subsequent amendments or

endorsements if previously given to 727 and City and accepted in writing by 727). Upon receipt of such endorsement, City shall promptly, but in any event within one business day, disburse the amount of the Advance to Title Company for disbursement in accordance with the terms of this Agreement.

If any such intervening liens are disclosed, Title Company shall withhold payment of all Advances until either 727 notifies Title Company that such intervening liens are acceptable to 727 or until such liens have been satisfied of record, and then Title Company shall disburse accordingly and issue an appropriate endorsement to the Commitments and confirmation letter.

5. Evidence of City Funds. If, on any Advance Date, Title Company reasonably determines or 727 notifies Title Company that the total amount needed to pay for all Plan Implementation Costs (as such term is defined in the First Amendment) and which term includes the costs of the Fill Removal Work, will exceed $500,000, then the City shall provide the Title Company and 727 with reasonable evidence that the City has the funds available to pay all of the Plan Implementation Costs in full and has taken all steps and obtained all necessary or desirable approvals to promptly pay all such costs when due.

6. Advances.

(a) On each Advance Date, if all of the terms and conditions of this Agreement have been complied with to the reasonable satisfaction of City, City shall pay to Title Company, in a manner reasonably satisfactory to Title Company and City, the principal amount of the Draw Request (less retainages). Title Company shall notify 727 and the City in writing of its receipt of the funds via email. Title Company shall, as promptly as possible thereafter but in any event within two (2) business days, if all of the conditions of this Agreement have been complied with in a manner reasonably satisfactory to it, disburse the proceeds so received from City by delivering to 727, for the payment to Contractors, a check in the amount requested in such Draw Request. Title Company shall (i) charge City $195 for each Advance and (ii) confirm to 727 and City in writing when the Advance has been made via email.

(b) If Title Company disburses funds pursuant to this Agreement but fails to deliver to 727 and City the required written endorsements to the Commitments or the required confirmation letter of the Advance, 727 and Lender shall be entitled to rely (1) on the Commitments as, in fact, having been so endorsed as provided in this Agreement without change of record and (2) that the Advance was made as required by this Agreement.

(c) Title Company shall keep records showing the names of all Contractors to whom payment is made by Title Company with the date and amount of each payment and shall keep records of all draw requests and accompanying certificates. 727 and City may inspect these records from time to time on reasonable advance notice.

(d) If Title Company reasonably determines that adequate documentation to support a given Advance, as required by this Agreement, has not been furnished, Title Company shall withhold payment of all of the Advance or such portion of the Advance that is not so supported by adequate documentation, and shall promptly notify 727 and City of the discrepancy or omission in such documentation. Title Company shall withhold such amount until such time as such discrepancy or omission is corrected to the reasonable satisfaction of Title Company.

7. City Responsible for Construction. City shall be responsible for making inspections of the Fill Removal Work during the course of construction, and shall determine to its own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with applicable contracts with such Contractors. Title Company and 727 may, but shall not be required pursuant to this Agreement, to conduct any inspections of the Fill Removal Work. Neither 727 nor Title Company assumes any liability or responsibility for the satisfactory completion of the Fill Removal Work, the adequacy of funds deposited with or advances by either of them pursuant to this Agreement to complete the Fill Removal Work, inspections during construction or any other acts on the part of City or the Contractors to be performed in the construction of the Fill Removal Work.

8. Limits of Duties. The functions and duties assumed by Title Company includes only those described in this Agreement. Title Company is not obligated to act except in accordance with the terms and conditions of this Agreement. Title Company does not certify or insure that (a) the Fill Removal Work will be completed, (b) that the Fill Removal Work, when completed, will have been completed in accordance with plans submitted by Borrower, or (c) that sufficient Funds will be available for completion. Further, Title Company shall not be liable for: (i) any act or omission done in good faith under this Agreement, nor (ii) any loss arising out of loss or impairment of the Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, nor (iii) loss of documents or funds while such documents or funds are not in its custody (documents or funds deposited in the United States mail shall not be construed as being in the custody of Title Company).

9. Action Against Title Company. The parties agree that any action in relation to an alleged breach of this Agreement by Title Company shall be commenced within two years of the date of the breach, without regard to the date the breach is discovered. Any action not brought against Title Company within that two year time period shall be barred, without regard to any other limitations period set forth by law or statute, and 727 and City hereby waive any statute of limitations to the contrary.

10. Notices. Any notice required under this Agreement shall be given in writing at the addresses set forth below and by: (a) certified or registered mail, postage prepaid, (b) overnight courier guaranteeing next day delivery, (c) personal delivery, (d) facsimile, or (e) email. All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered letters; one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery; and on the same day if sent by personal delivery, facsimile (with proof of transmission) or email (with proof of transmission).

To City:	City of Sheboygan, 828 Center Avenue, Sheboygan, Wisconsin 53081 Attention: City Clerk Fax: Email:
With copy to:	City of Sheboygan, 828 Center Avenue, Sheboygan, Wisconsin 53081 Attention: Chad Pelishek Director of Planning and Development Fax: Email: Chad.Pelishek@sheboyganwi.gov
To 727:	727 LLC c/o Oakbrook Corporation 2 Science Court Madison, WI 53711 Attention: Michael L. Morey Fax: (608) 238-2625 Email: mmorey@oakbrookcorp.com
With copies to:	Foley & Lardner LLP 777 East Wisconsin Avenue Milwaukee, WI 53202 Attention: Sarah O. Jelencic Fax: (414) 297-4900 Email: sjelencic@foley.com

To Title Company:

Preferred Title, LLC
2728 Coho Street
Madison, WI 53713
Fax: (608) 271-0123
Email: cas@ptitle.com

(Signature page follows)

SIGNATURE PAGE TO DISBURSING AGREEMENT

Dated as of July 12, 2016.

CITY:

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen,
Mayor

ATTEST: _____
Susan Richards
City Clerk

BORROWER:

~~**EIGHTH STREET HOUSING CORPORATION.**~~
727 LLC

By: _____
Michael L. Morey, President

TITLE COMPANY:

PREFERRED TITLE, LLC

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO DISBURSING AGREEMENT

Dated as of June 23, 2016.

CITY:

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen,
Mayor

ATTEST:

_____
Susan Richards
City Clerk

BORROWER:

727 LLC

By: Wisconsin Avenue LLC
Its: Manager

By: _____
Name: Michael L. Morey
Its: Manager

TITLE COMPANY:

PREFERRED TITLE, LLC

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO DISBURSING AGREEMENT

Dated as of June 23, 2016.

CITY:

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen,
Mayor

ATTEST:

_____
Susan Richards
City Clerk

BORROWER:

~~EIGHTH STREET HOUSING CORPORATION~~
727 LLC

By: _____
Michael L. Morey, President

TITLE COMPANY:

PREFERRED TITLE, LLC

By: _____
Name: _____
Title: _____

VII

R. C. No. ____ - 15 - 16. By WHOLE. November 16, 2015.

Your Committee to whom was referred Res. No. 93-15-16 by Alderpersons Carlson and Belanger drafting necessary ordinances, resolutions and regulations so as to eliminate the position of Chief Administrative Officer effective August 23, 2016 and shift duties and responsibilities of the Chief Administrative Officer to the Mayor, Finance Director, and Comptroller/City Treasurer; recommends that the document be placed on file.

Concurs

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



III

5.3

Res. No. 93 - 15 - 16. By Alderpersons Carlson and Belanger.
November 2, 2015.

A RESOLUTION instructing the appropriate city officials to draft the necessary ordinances, resolutions, and regulations so as to eliminate the position of Chief Administrative Officer effective August 23, 2016 and shift the various duties and responsibilities of the Chief Administrative Officer to the Mayor, Finance Director, and Comptroller/City Treasurer.

WHEREAS, Ordinance No. 24-11-12 established the position of chief administrative officer for the city service under the direction of the common council with input from the mayor, with duties, authority, and powers prescribed by the common council; and

WHEREAS, Chief Administrative Officer Jim Amodeo has indicated his intent to retire on or before August 23, 2016, the end of his current term; and

WHEREAS, there are questions about the future necessity of the City employing a full-time chief administrative officer while maintaining a full-time mayor; and

WHEREAS, the sense of the council is that reverting to a structure similar to that in place prior to the establishment of the chief administrative officer, including returning certain duties and responsibilities to the mayor, is preferable to moving to a different form of government.

NOW, THEREFORE, BE IT RESOLVED: That the position of Chief Administrative Officer be eliminated effective August 23, 2016.

BE IT FURTHER RESOLVED: That the various duties and responsibilities of the Chief Administrative Officer be shifted to the Mayor, Finance Director, and Comptroller/City Treasurer.

C.A.O.
file

BE IT FURTHER RESOLVED: That the appropriate city officials draft the necessary documents necessary to accomplish this goal.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. ___ - 15 - 16. By WHOLE. November 16, 2015.

Your Committee to whom was referred Gen. Ord. No. 33-15-16 by Alderpersons Carlson and Belanger re-establishing the salary schedule for the office of alderperson commencing in council year 2017-2018; recommends that the document 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



X

7.1

Gen. Ord. No. 33 - 15 - 16. By Alderpersons Carlson and Belanger.
November 2, 2015.

AN ORDINANCE re-establishing the salary schedule for the office of alderperson commencing in council year 2017-2018.

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

Section 1. The following salary schedule is hereby established for the office of alderperson effective the third Tuesday in April each year commencing in 2017:

$4,000 per council year

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.

C.O.W.

file

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



VII

R. C. No. ____ - 15 - 16. By LAW AND LICENSING. November 16, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 168-15-16 by the City Clerk, license applications for the period ending December 31, 2015 and June 30, 2017; recommends that Beverage Operator License application No. 0925 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.

_____ _____

_____ _____

_____ _____

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. ____ - 15 - 16. By LAW AND LICENSING. November 16, 2015.

Your Committee to whom was referred R. O. No. 168-15-16 by the City Clerk, submitting license applications for the period ending December 31, 2015 and June 30, 2017; recommends that Beverage Operator License application No. 0919 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, her record as a repeat law violator, and her failure to cooperate with the Committee.

_____ _____

_____ _____

_____ _____

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

IV

Other Matters

II

8.1

R. O. No. 168 - 15 - 16. By CITY CLERK. October 5, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2017.

Law & Lic
10/19/15 - hold Bonner, Thomas, Nemeth, Smith, grant all other lic
11/2/15 - grant Nemeth, Thomas & Smith - hold Bonner
11/16/15 - deny Bonner & Smith

City Clerk

CHANGE OF PREMISE

No.	Name	Address
3001	Ranieri's Four of A Kind	811 Indiana Ave. - one-day event to be Held 10/25/15 to include current premise and east and west parking lots.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

No.	Name	Address
0922	Anttila, Sarah Lyn	811 N. 4th St.
0925	Bonner, Juwane	1219 Huron Ave., #2
7751	Bowers, Misty D.	2309 Main Ave.
0917	Fischer, Hannah P.	1233 Lincoln Ave.
0921	Johnson, Judy M.	6945 N. 80th St., Milwaukee
0916	Kempf, Corey D.	220 Fremont St., #251, Kiel
9781	Nemeth, Jessicca N.	1036B Ontario Ave.
0920	Nienhuis, Tara A.	3424 S. 15th St.
7604	Peloquin, Thomas J.	2719 Wedemeyer Ave.
6655	Rick, Dawn M.	1704 N. 29th St.
0924	Ripplinger, Kasey A.	1212 N. 12th St.
0919	Smith, Megan D.	1032A Bluff Ave.
0918	Soto Jr., Florentino	708 Carpenter St., Plymouth

TAXICAB DRIVER LICENSE (**NEW**) (December 31, 2015)

No.	Name	Address
6884	Adomavich, David H.	1107 Erie Ave.
0923	Thomas, Devonte L.	812 Pennsylvania Ave., #4



VIII

R. C. No. ___ - 15 - 16. By FINANCE. November 16, 2015.

Your Committee to whom was referred Res. No. 95-15-16 by Alderperson Hammond authorizing a transfer of appropriations in the 2015 Budget (establish appropriation for 8th Street bridge accident repairs and funding for engineering cylinder repairs; establish revenue and appropriation for damage fees received and establish revenue and appropriation for EAB Urban Forestry Grant from the DNR); recommends that the Resolution be passed.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.5

Res. No. 95 - 15 - 16. By Alderperson Hammond. November 2, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish appropriation for 8th Street bridge accident repairs and funding for engineering cylinder repairs:

FROM	TO	AMOUNT
Capital Projects Fund Unreserved Fund Balance 400-253000	Capital Projects Fund Bridge Maintenance 40033170-524110	$42,000
	Contractor Services 40033170-521900	$40,000

Establish estimated revenue and appropriation for damage fees received:

FROM	TO	
General Fund Damage Fees 10131100-451301	General Fund Traffic Control Equipment 10133250-530255	$1,000
	General Fund Street Lighting Equipment 10133160-530255	$22,250

finance approve

Establish estimated revenue and appropriation for EAB Urban Forestry Grant from Wisconsin Department of Natural Resources:

FROM	TO	AMOUNT
General Fund DNR Grant 10153000-434211	General Fund Contractor Services 10153000-521900	$16,900
	IT Equipment 10153000-642200	$5,000

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

TX

R. C. No. ___ - 15 - 16. By WHOLE. November 16, 2015.

Your Committee to whom was referred Charter Ord. No. 1-15-16 by Alderpersons Carlson and Belanger (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) to reduce the number of alderpersons in the City of Sheboygan from 16 to 10 by the 2017-2018 council year; recommends that the attached Substitute Charter Ordinance be approved.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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



7.2

Subs. of Charter Ord. No. 1 - 15 - 16. By Alderpersons Carlson and Belanger. November 16, 2015.

AN ORDINANCE (being subject to the home rule provisions of sec. 66.0101 of the Wisconsin Statutes) to reduce the number of alderpersons in the City of Sheboygan from 16 to 10 by the 2018-2019 council year.

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

Section 1. The City of Sheboygan hereby elects, pursuant to the provisions of Sec. 62.09(1)(b) of the Wisconsin Statutes and the home rule provisions of Sec. 66.0101 of the Wisconsin Statutes, to reduce the number of alderpersons in the City of Sheboygan from sixteen (16) to ten (10) by the 2018-2019 council year in the following manner:

A. In the Spring election of 2017, the eight (8) aldermanic positions up for election for the 2017-2018 council year (one from each district) shall be elected for a term of one (1) year.

B. In the Spring election of 2018, the number of aldermanic positions up for election for the 2018-2019 council year shall be reduced to ten (10) (one from each district, with aldermanic districts being equivalent to county supervisory districts), with the five (5) alderpersons in the five (5) odd-numbered aldermanic districts being elected for terms of two (2) years and the five (5) alderpersons in the five (5) even-numbered aldermanic districts being elected for terms of one (1) year.

C. Thereafter, the five (5) alderpersons from the even-numbered aldermanic districts shall be elected in the even-numbered years for terms of two (2) years and the five (5) alderpersons from the odd-numbered aldermanic districts shall be elected in the odd-numbered years for terms of two (2) years.

Section 2. Section 2-224(c) of the Sheboygan Municipal Code, relating to terms of office for alderpersons, shall be repealed and recreated to read as follows:

"Sec. 2-224. *Terms.*

. . .

(c) *Alderpersons.*

(1) The term of alderperson shall be two years, with the following exceptions:



a. The eight alderpersons elected in 2017 shall serve terms of one year; and

b. The five alderpersons elected in 2018 in the even-numbered aldermanic districts shall serve terms of one year.

(2) The alderpersons shall be residents of the aldermanic district from which they are elected, and commencing in 2019 and thereafter, five of their number, representing one alderperson from each of the five even-numbered districts in even-numbered years, and one alderperson from each of the five odd-numbered districts in odd-numbered years shall be elected."

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. This is a charter ordinance and shall take effect sixty (60) days after its passage and publication, unless within such sixty (60) days after its passage and publication a referendum petition shall be filed as provided in sec. 66.0101 of the Wisconsin Statutes, in which event this ordinance shall not take effect until it shall have been submitted to a referendum of the electors and approved by a majority of the electors voting thereon.

_____

_____

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

VIII

R. C. No. ___ - 15 - 16. By FINANCE. November 16, 2015.

Your Committee to whom was referred Res. No. 88-15-16 by Alderpersons Hammond, Carlson, Donohue and Wolf ordering the 2016 Budget appropriations for the City of Sheboygan funds; recommends that the Resolution be passed.

Reg

_____	_____
_____	_____
_____	_____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

AIIC

III

5.4

Res. No. 88 15-16. By Alderpersons Hammond, Carlson, Donohue and Wolf.
October 19, 2015

A RESOLUTION ordering the 2016 Budget appropriations for the City of Sheboygan funds.

RESOLVED: That the total appropriations be established as the 2016 Budget as follows:

REVENUE	Enterprise Funds	Internal Service Funds	Trust & Agency Funds
Public Charges for Services	$ 17,349,342	$ 10,088,943	$ 9,400
Interest on Investments	56,705	10,000	540
Interfund Transfers	7,646	-	-
Intergovernmental Revenue	-	1,186,405	-
Miscellaneous Revenue	158,607	176	7,000
Operating Subsidy	2,655,968	-	-
Licenses & Permits	45,000	-	-
Special Assessments	148,642	-	-
Fund Equity Applied	847,321	104,313	-
TOTAL REVENUE	$ 21,269,231	$ 11,389,837	$ 16,940
EXPENDITURES			
General Government		$ 9,303,860	
Public Works	$ 7,095,871	1,864,788	
Culture/Recreation	78,366		$ 7,000
Conservation/Development	4,100		
Parking/Transit Utility	3,145,693		
Water Utility	8,700,707		
Interfund Transfer	225,000	125,000	540
Debt Retirement	876,584		
Depreciation	1,142,910	60,129	
Equity Increase		36,060	9,400
TOTAL EXPENDITURES	$ 21,269,231	$ 11,389,837	$ 16,940

Finance approve

BE IT FURTHER RESOLVED: That the appropriations shall be outlined in the following individual funds:

ENTERPRISE FUNDS

601	Wastewater System Fund	$	8,420,302
611	Boat Facilities Fund	$	96,300
650	Parking Utility Fund	$	468,369
651	Transit Utility Fund	$	3,583,553
	Water Utility Fund	$	8,700,707

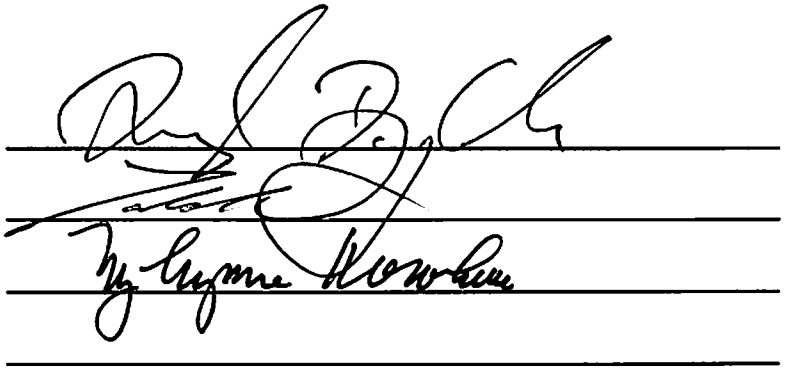
INTERNAL SERVICE FUNDS

701	Motor Vehicle Fund	$	1,989,788
704	Insurance-Health Fund	$	7,361,837
705	Insurance-Liability Fund	$	577,000
706	Insurance-Worker's Compensation Fund	$	609,405
707	Information Systems Fund	$	851,807

TRUST & AGENCY FUNDS

805	Cemetery Perpetual Care Fund	$	9,940
850	Library - Everhard/Forrer Trust Fund	$	7,000

SIGNATURE PAGE FOR RESOLUTION ORDERING THE 2016 BUDGET APPROPRIATIONS FOR THE CITY OF SHEBOYGAN FUNDS.



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. ____ - 15 - 16. By FINANCE. November 16, 2015.

Your Committee to whom was referred Res. No. 89-15-16 by Alderpersons Hammond, Kath, Carlson, Donohue and Wolf ordering the 2016 Budget appropriations and the 2015 Tax Levy for use during the calendar year 2016; recommends that the attached Substitute Resolution be passed.

Reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



III

Subs. of Res. No. 89-15-16. By Alderpersons Hammond, Kath, Carlson, Donohue and Wolf. November 16, 2015

A RESOLUTION ordering the 2016 Budget appropriations and the 2015 Tax Levy for use during the calendar year 2016.

RESOLVED: That there shall be levied on all taxable property, both real and personal, within the corporation limits of the City of Sheboygan, Wisconsin as listed in the 2015 assessment roll, the amount of $14,960,383 for the General Fund, the amount of $2,305,741 for the Library Fund, the amount of $2,886,889 for the Debt Service Funds, the amount of $1,064,250 for the Capital Project Fund, and the amount of $511,547 for the Transit Utility Fund. The total tax levy shall be $21,728,810.

REVENUE	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Transit Utility Fund	Total
City Tax Levy	$ 14,960,383	$ 2,305,741	$ 2,886,889	$ 1,064,250	$ 511,547	$ 21,728,810
Taxes (Other than Property)	1,446,403	1,244,843	3,803,465	-	-	6,494,711
Licenses & Permits	705,165	570,000	-	-	-	1,275,165
Intergovernmental Revenue	14,306,287	686,193	40,597	-	-	15,033,077
Charges for Services	1,436,064	2,072,366	-	-	-	3,508,430
Special Assessments	-	252,400	-	-	-	252,400
Fines & Forfeits	293,100	900,000	-	-	-	1,193,100
Interest on Investments	190,000	4,000	28,000	-	-	222,000
Miscellaneous Revenue	125,527	55,000	492,544	-	-	673,071
Other Financing Sources	1,749,912	-	1,133,130	3,000,000	-	5,883,042
Sub-Total	35,212,841	8,090,543	8,384,625	4,064,250	511,547	56,263,806
Fund Equity Applied	-	77,624	-	4,100	-	81,724
TOTAL REVENUE	$ 35,212,841	$ 8,168,167	$ 8,384,625	$ 4,068,350	$ 511,547	$ 56,345,530
EXPENDITURES						
General Government	$ 4,536,818	$ 520,755	$ 49,252	$ 45,000	$ -	$ 5,151,825
Public Protection/Safety	20,468,600	730,802	$ -	214,250	-	21,413,652
Public Works	7,253,098	775,000	-	5,000	-	8,033,098
Health and Human Services	241,577		-	-	-	241,577

Culture/Recreation	2,439,323	3,670,909	-	50,000	-	6,160,232
Conservation/Development	254,880	15,000	801,693	-	-	1,071,573
Capital Outlay	-		-	3,750,000	-	3,750,000
Debt Expense	15,000		6,254,448	-	-	6,269,448
Interfund Transfers	3,545	2,427,354	482,703	4,100	-	2,917,702
Transit Utility	-		-	-	511,547	511,547
Fund Balances Applied	-	28,347	796,529	-	-	824,876
TOTAL EXPENDITURES	$ 35,212,841	$ 8,168,167	$ 8,384,625	$ 4,068,350	$ 511,547	$ 56,345,530

BE IT FURTHER RESOLVED: That the tax so levied shall be outlined in the following appropriations:

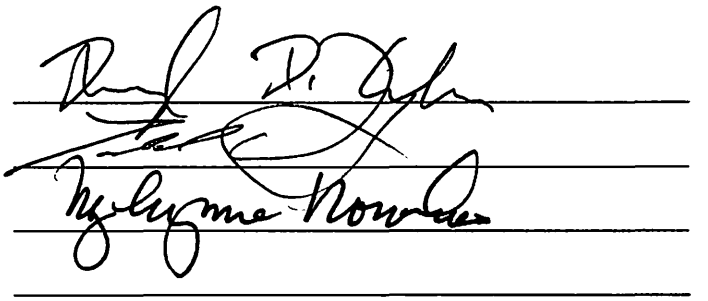
Org Code	Department Name	Appropriation
10110100	Council	$ 123,630
10111010	City Insurance	398,394
10111210	City Buildings	753,785
10111310	Board of Review	1,550
10112100	Mayor	410,249
10113100	City Clerk	346,859
10114100	Elections	157,698
10115100	Finance	909,800
10116100	Assessor	419,856
10118100	Human Resources	240,757
10119100	City Attorney	434,237
10119990	Employee Benefits	340,003
	Total General Government	4,536,818
10121100	Police	11,792,719
10122100	Fire	7,990,633
10123100	Building Inspection	678,448
10124100	Emergency Operations	1,200
10125100	Civil Defense	5,600

	Total Public Protection/Safety	20,468,600
10131100	Public Works Administration	249,542
10132100	Engineering	532,927
10133000	Streets Department	4,072,751
10134000	Sanitation	2,387,878
10135100	Incinerator	10,000
10137100	Boat Facilities	-
	Total Public Works	7,253,098
10143100	Cemetery	241,577
	Total Human Services	241,577
10153100	Park Department	2,265,625
10150500	Celebrations	-
10156100	Senior Citizens Center	173,698
	Total Culture/Recreation	2,439,323
10161100	City Development	254,880
	Total Conservation/Development	254,880
10181600	Intergovernmental Transfer	3,545
	Total Intergovernmental Transfers	3,545
10199200	Uncollectible Receivables Accounts	15,000
	Total Miscellaneous	15,000
	General Fund Total	$ 35,212,841
	Special Revenue Funds	
	Police MEG Unit Fund	$ 53,827
	Mead Library Fund	3,033,846
	Tourism Promotion Fund	1,229,843
	Cable TV Franchise Fund	576,170

Municipal Court Fund	904,500
Ambulance Fund	1,234,957
Special Assessment Fund	345,024
Harbor Centre Marina Fund	775,000
Redevelopment Authority Fund	15,000
Debt Service Funds	
General Obligation Bonds Fund	4,422,673
TID VI Debt Service Fund	1,567,249
TID V Debt Service Fund	3,300
TID VII Debt Service Fund	137,963
TID X Debt Service Fund	268,500
TID XI Debt Service Fund	588,571
TID XII Debt Service Fund	206,994
TID XIII Debt Service Fund	316,569
TID XIV Debt Service Fund	444,632
TID XV Debt Service Fund	220,546
Environmental TID Debt Service Fund	207,628
Capital Project Funds	
Industrial Park Fund	4,100
Capital Improvements Fund	4,064,250
Transit Utility Fund	511,547
	$ 56,345,530

BE IT FURTHER RESOLVED: That the City Tax Levy of $21,728,810 plus the TID No. V, VI, VII, X, XI, XII, XIII, XIV, XV and Environmental TID increment of $, be based on the assessed valuation of $2,398,045,640 established the tax rate for City purposes of $ for each thousand dollars of assessed valuation.

SIGNATURE PAGE FOR RESOLUTION ORDERING THE 2016 BUDGET APPROPRIATIONS AND THE 2015 TAX LEVY FOR USE DURING THE CALENDAR YEAR 2016.



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

5.5

Res. No. 89 15-16. By Alderpersons Hammond, Carlson, Donohue and Wolf. October 19, 2015.

A RESOLUTION ordering the 2016 Budget appropriations and the 2015 Tax Levy for use during the calendar year 2016.

RESOLVED: That there shall be levied on all taxable property, both real and personal, within the corporation limits of the City of Sheboygan, Wisconsin as listed in the 2015 assessment roll, the amount of $15,274,633 for the General Fund, the amount of $2,305,741 for the Library Fund, the amount of $2,886,889 for the Debt Service Funds, the amount of $750,000 for the Capital Project Fund, and the amount of $511,547 for the Transit Utility Fund. The total tax levy shall be $21,728,810.

REVENUE	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Transit Utility Fund	Total
City Tax Levy	$ 15,274,633	$ 2,305,741	$ 2,886,889	$ 750,000	$ 511,547	$ 21,728,810
Taxes (Other than Property)	1,446,403	1,244,843	3,803,465	-	-	6,494,711
Licenses & Permits	705,165	570,000	-	-	-	1,275,165
Intergovernmental Revenue	14,306,287	686,193	40,597	-	-	15,033,077
Charges for Services	1,436,064	2,072,366	-	-	-	3,508,430
Special Assessments	-	252,400	-	-	-	252,400
Fines & Forfeits	293,100	900,000	-	-	-	1,193,100
Interest on Investments	190,000	4,000	28,000	-	-	222,000
Miscellaneous Revenue	125,527	55,000	492,544	-	-	673,071
Other Financing Sources	1,749,912	-	1,133,130	3,000,000	-	5,883,042
Sub-Total	35,527,091	8,090,543	8,384,625	3,750,000	511,547	56,263,806
Fund Equity Applied	-	77,624	-	4,100	-	81,724
TOTAL REVENUE	$ 35,527,091	$ 8,168,167	$ 8,384,625	$ 3,754,100	$ 511,547	$ 56,345,530
EXPENDITURES						
General Government	$ 4,581,818	$ 520,755	$ 49,252	$ -	$ -	$ 5,151,825
Public Protection/Safety	20,682,850	730,802	$ -	-	-	21,413,652
Public Works	7,258,098	775,000	-	-	-	8,033,098
Health and Human Services	241,577		-	-	-	241,577

Finance approve

Culture/Recreation	2,489,323	3,670,909	-	-	-	6,160,232
Conservation/Development	254,880	15,000	801,693	-	-	1,071,573
Capital Outlay	-		-	3,750,000	-	3,750,000
Debt Expense	15,000		6,254,448	-	-	6,269,448
Interfund Transfers	3,545	2,427,354	482,703	4,100	-	2,917,702
Transit Utility	-		-	-	511,547	511,547
Fund Balances Applied	-	28,347	796,529	-	-	824,876
TOTAL EXPENDITURES	$ 35,527,091	$ 8,168,167	$ 8,384,625	$ 3,754,100	$ 511,547	$ 56,345,530

BE IT FURTHER RESOLVED: That the tax so levied shall be outlined in the following appropriations:

Org Code	Department Name	Appropriation
10110100	Council	$ 123,630
10111010	City Insurance	398,394
10111210	City Buildings	798,785
10111310	Board of Review	1,550
10112100	Mayor	410,249
10113100	City Clerk	346,859
10114100	Elections	157,698
10115100	Finance	909,800
10116100	Assessor	419,856
10118100	Human Resources	240,757
10119100	City Attorney	434,237
10119990	Employee Benefits	340,003
	Total General Government	4,581,818
10121100	Police	11,979,719
10122100	Fire	8,007,883
10123100	Building Inspection	678,448
10124100	Emergency Operations	1,200
10125100	Civil Defense	15,600

	Total Public Protection/Safety	20,682,850
10131100	Public Works Administration	249,542
10132100	Engineering	532,927
10133000	Streets Department	4,077,751
10134000	Sanitation	2,387,878
10135100	Incinerator	10,000
10137100	Boat Facilities	-
	Total Public Works	7,258,098
10143100	Cemetery	241,577
	Total Human Services	241,577
10153100	Park Department	2,315,625
10150500	Celebrations	-
10156100	Senior Citizens Center	173,698
	Total Culture/Recreation	2,489,323
10161100	City Development	254,880
	Total Conservation/Development	254,880
10181600	Intergovernmental Transfer	3,545
	Total Intergovernmental Transfers	3,545
10199200	Uncollectible Receivables Accounts	15,000
	Total Miscellaneous	15,000
	General Fund Total	$ 35,527,091
	Special Revenue Funds	
	Police MEG Unit Fund	$ 53,827
	Mead Library Fund	3,033,846
	Tourism Promotion Fund	1,229,843
	Cable TV Franchise Fund	576,170

Municipal Court Fund	904,500
Ambulance Fund	1,234,957
Special Assessment Fund	345,024
Harbor Centre Marina Fund	775,000
Redevelopment Authority Fund	15,000
Debt Service Funds	
General Obligation Bonds Fund	4,422,673
TID VI Debt Service Fund	1,567,249
TID V Debt Service Fund	3,300
TID VII Debt Service Fund	137,963
TID X Debt Service Fund	268,500
TID XI Debt Service Fund	588,571
TID XII Debt Service Fund	206,994
TID XIII Debt Service Fund	316,569
TID XIV Debt Service Fund	444,632
TID XV Debt Service Fund	220,546
Environmental TID Debt Service Fund	207,628
Capital Project Funds	
Industrial Park Fund	4,100
Capital Improvements Fund	3,750,000
Transit Utility Fund	511,547
	$ 56,345,530

BE IT FURTHER RESOLVED: That the City Tax Levy of $21,728,810 plus the TID No. V, VI, VII, X, XI, XII, XIII, and Environmental TID increment of $, be based on the assessed valuation of $ established the tax rate for City purposes of $ for each thousand dollars of assessed valuation.

IX

R. C. No. ___ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. November 16, 2015.

Your Committee to whom was referred Gen. Ord. No. 34-15-16 by Alderperson Carlson creating commuter impacted parking on the east side of N. 12th St. between North Ave. and School Ave.; recommends that the Ordinance be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

XL

X

7.3

Gen. Ord. No. 34 - 15 - 16. By Alderperson Carlson. November 2, 2015.

AN ORDINANCE creating commuter impacted parking on the east side of North 12th Street between North Avenue and School Avenue.

WHEREAS, the chief of police and the city engineer have recommended to the Common Council via its Public Protection and Safety Committee to designate North 12th Street between North Avenue and School Avenue as a residential permit parking street; and

WHEREAS, the chief of police and the city engineer have considered the factors in §118-195, Sheboygan Municipal Code, in making their recommendation; and

WHEREAS, the common council has called for a public hearing on the matter.

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

Section 1. Pursuant to Chapter 118, Article IV, Division 3 of the Municipal Code entitled, "Residential Daytime Parking Privileges," the east side of North 12th Street between North Avenue and School Avenue is hereby added to the list of locations where commuter impacted parking is being created stating 2-hour parking 8 a.m. to 4 p.m. school days only, vehicles with valid permit are exempt.

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 approval.

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



VII

R. C. No. ____ - 15 - 16. By WHOLE. November 16, 2015.

Your Committee requests that the Strategic Fiscal Planning Committee review the City's current committee structures and report back to the Council at their first Council meeting in March of 2016.

Strategic
Fiscal

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 15 - 16. By Alderpersons Donohue, Heidemann, Hammond, Bohren and Kath. November 16, 2015.

AN ORDINANCE amending Section 82-33 Sheboygan Municipal Code so as to as to modify the current Part-Time Activity Coordinator/Volunteer Manager and create the job description for the Senior Activity Assistant Supervisor in the Senior Activity Center for the City of Sheboygan.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section 10. Senior Activity Center as follows:

A. CITY HALL DEPARTMENTS

10. SENIOR ACTIVITY CENTER

MODIFY:

	Class Grade	NO. of Employees
Part-Time Activity Coordinator/ Volunteer Manager	2	1 to 0

ADD:

Senior Activity Assistant Supervisor	2	1

Section 2. The new job description for the Senior Activity Assistant Supervisor is attached, and copies of which shall be on file in the offices of the City Clerk, Finance Department and Human Resources Department.

Lies over



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.

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

Date_____ 20____. _____, City Clerk

Approve_____ 20____. _____, Mayor

DRAFT

Job Description

Job Title:	**Senior Activity Assistant Supervisor**	**Department:**	**Senior Activity Center**
Reports To:	**Senior Activity Center Supervisor**	**Classification:**	**Non-Represented**
Wage:	**Salary Grade 2**	**Date Issue:**	**11/2015 Salaries & Grievances**

Position Summary

The Assistant Supervisor assists the Supervisor with the development and implementation of programs to meet the needs, interests and capabilities of people 55 and older. The position involves an understanding of all aspects of operating the facility, working with various agencies, supporting and motivating volunteers and providing direction, coordination and consultation for all volunteer functions within the Senior Activity Center organization.

Essential Duties & Responsibilities

1. Assist in the development and implementation of programs and activities that will enhance the quality of life for the participants of the Senior Activity Center and fulfill the center's mission.
2. Work closely with other staff and volunteers to assist in arrangements needed for their programs.
3. Assist in the promotion and publicity of SACS programs through community networking and development of business and community partnerships.
4. Purchase required supplies and equipment and ensure that a proper inventory of supplies and materials are maintained and accounted for.
5. Maintain accurate records of membership, attendance and special events.
6. Perform any other duties as directed by the Supervisor of the Senior Activity Center.
7. Be prepared to temporarily assume the role of Supervisor in his/ her absence.

Qualification Requirements

1. Ability to effectively plan, coordinate and record activities in a team environment.
2. Demonstrate strong organizational and team work skills.
3. Possess a strong sense of responsibility and initiative, plus an ability to work from verbal and written instructions.
4. Ability to exercise good judgment, courtesy and tact in maintaining effective public and employee relations.
5. Ability to prepare and maintain accurate and complete reports and records.
6. Ability to work effectively and harmoniously with senior citizens and the general public.
7. Skilled in the use of standard office procedures and computer programs.
8. Ability to work closely with the Supervisor and Senior Activity Center personnel in planning and implementing a variety of programs.
9. Ability to work independently in a fast-paced environment with frequent interruptions.

Education and/or Experience

High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

Pre-Employment

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

Language Skills

Ability to communicate effectively, verbally and in writing, to other city departments, the business community, other staff, volunteers and a diverse range of clients.

Mathematical Skills

Ability to provide basic bookkeeping functions efficiently.

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 or 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 10 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

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.

X

Gen. Ord. No. _____ - 15 - 16. By Alderpersons Donohue, Hammond, Bohren, Heidemann and Kath. November 16, 2015.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to delete and add a position in the Department of Public Works Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section B.4. and B.6. are amended as follows:

Class Title	Class	No. of Employees
B. DEPARTMENT OF PUBLIC WORKS		
Delete:		
4. Streets and Sanitation Division Maintenance Work IV-Leadman.	MW4	4
6. Engineering Division Engineering Technician	09	1
Add:		
4. Streets and Sanitation Division Maintenance Work IV-Leadman.	MW4	3
6. Engineering Division Engineering Technician	09	2

Lies over



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

_____

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_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Job Description

Job Title: Engineering Technician

Department: Public Works

Reports To: City Engineer

Classification: Non-Represented

Wage: Salary Grade 9

Date Issue: 11/2015
Salaries & Grievances

Position Summary

Under general direction, performs a variety of responsible semi-professional engineering tasks of a complex nature which require a high sense of responsibility and initiative to work independently without supervision and to work from oral and written instructions.

Essential Duties & Responsibilities

1. Serves as chief of field crew as needed and acts as instrument man.

2. Completes final drawings consistent with engineering determinations and with a minimum check for technical adequacy.

3. Drafts and prepares plans and drawings used in construction of sewers, curbs and gutters, and street work from field notes, rough sketches, old drawings, and oral instructions to put designs, plans, and specifications into acceptable form.

4. Works in close support with the design engineer to develop the details of form and relationship of components, and recommends and makes routine design changes where necessary.

5. Makes special plans, traces, profiles, and sections for public works projects, and performs special drawings, drafting projects, detailed investigations and studies for other departments.

6. May maintain file records and reports, answer public inquires, interpret drawings and plans when requested, and figure special assessment charges.

7. Inspects the work of private contractors and City work forces and provides documentation of this construction, including lab tests.

8. Helps coordinate with the winter snow removal.

9. Performs other related work as required.

Qualification Requirements

Working knowledge of basic departmental procedures, policies, practices, and related municipal codes.
Proficiency in mathematics, reading charts, graphs, and construction plans.
High level of accuracy and proficiency in interpreting and compiling legible records and data and ability to collate and summarize data and prepare reports.
Working knowledge of surveying principles and ability to interpret plat field notes.
Ability to establish and maintain effective working relationships with the public, contractors, and other departments.
Possession of a valid Wisconsin Motor Vehicle Operator's license in good standing and an insured automobile for use on the job.

Education and/or Experience

Associate's Degree in Civil Engineering Technology or closely related field.

Gen. Ord. No. _____ - 15 - 16. By Alderpersons Donohue, Hammond, Bohren, Heidemann and Kath. November 16, 2015.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add and delete various positions in the Police Department's Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal is hereby amended so that Section D.1. & D.4. are amended as follows:

Class Title	Class Grade	NO. of Employees
D. Police Department		
Delete:		
D1. Police Department		
Records Specialist Clerk	3	5
D4. Administrations Division		
Lead Telecommunicator	6	1
Telecommunicator	5	14
Add:		
D1. Police Department		
Time System Coordinator	4	1
Records Specialist Clerk	3	8
Records Specialist Clerk (Part Time)	3	1

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

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 revised job description shall be in effect from and after its passage and publication.

_____

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_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

DRAFT

Job Description

Job Title:	**Time System Coordinator**	**Department:**	**Police Department**
Reports To:	**Administrative Assistant/Office Supervisor**	**Classification:**	**Non-Represented**
Wage:	**Salary Grade 4**	**Date Issue:**	**11/2015 Salaries & Grievances**

Position Summary

Under general supervision, performs all duties of a Records Specialist Clerk position to include specialized duties pertaining to the Time System. Hours of work may include weekends and holidays on a rotating schedule.

Essential Duties & Responsibilities

1. Performs all duties of Records Specialist Clerk desk functions.
2. Responsible for the biennial TIME audit.
3. Ensures our Department has an updated TIME system policy and procedure manual.
4. Oversees validation and ensures all personnel are certified.
5. Validate records to include warrants, writs, stolen guns, vehicles, license plates.
6. Act as second Validation Officer on above records.
7. Provide all personnel with required TIME certification and/or Security Awareness Training. Register students and add/remove/modify department personnel on TRAIN roster of personnel.
8. Perform criminal justice employment checks for potential police applicants, VIPS, cleaning personnel, interns, as well as check current sworn personnel on a yearly basis for any arrests using the purpose code of "J" for criminal justice employment.
9. Run criminal history checks on subjects prior to release of firearms back to them.
10. Performs related work as assigned.

Qualification Requirements

1. A thorough knowledge of office methods, practices and data processing equipment.
2. Ability to learn the laws, ordinances, and regulations with respect to functions performed within three months.
3. Ability to keyboard at a speed of at least 60wpm with no more than seven (7) errors as demonstrated in pre-employment testing examinations; language arts, business mathematics, clerical time accuracy test, etc.
4. Solid knowledge of personal computer(s); advancement in knowledge or skilled in Microsoft Word, Excel and PowerPoint, and proficiency in the three (3) applications, including but not limited to AS/400, CRIME and Spillman.
5. Skill in handling difficult and complex office situations.
6. Ability to exercise good judgment, courtesy and tact in receiving office calls and making proper disposition of problems.
7. Ability to maintain effective relationships with other employees and the public and to deal with public relations problems courteously and tactfully.
8. Ability to keep accurate financial records and make reports.
9. Ability to handle sensitive matters on a confidential basis.

Education and/or Experience

High School diploma or a GED Certificate recognized by the WI Department of Public Instructions and at least four (4) years of progressively responsible typing and clerical experience. Ability to become Wisconsin Time System certified within six (6) months and to be re-certified every two (2) years.

Pre-Employment

Job offers for this position is contingent on the individual successfully pass an extensive background check and drug test.

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 or hear. The employee frequently is required to sit. The employee is occasionally required to stand and walk.

Gen. Ord. No. ____ - 15 - 16. By Alderpersons VanderWeele and Draughon.
November 16, 2015.

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 1560 N. 17th St. from Class UI Urban Industrial to Class UR-12 Urban 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 UI Urban Industrial to Class UR-12 Urban Residential Classification:

Property located at 1560 N. 17th St.:

SECTION 15 & 22, T. 15 N., R. 23 E.
O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT.

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

_____

_____

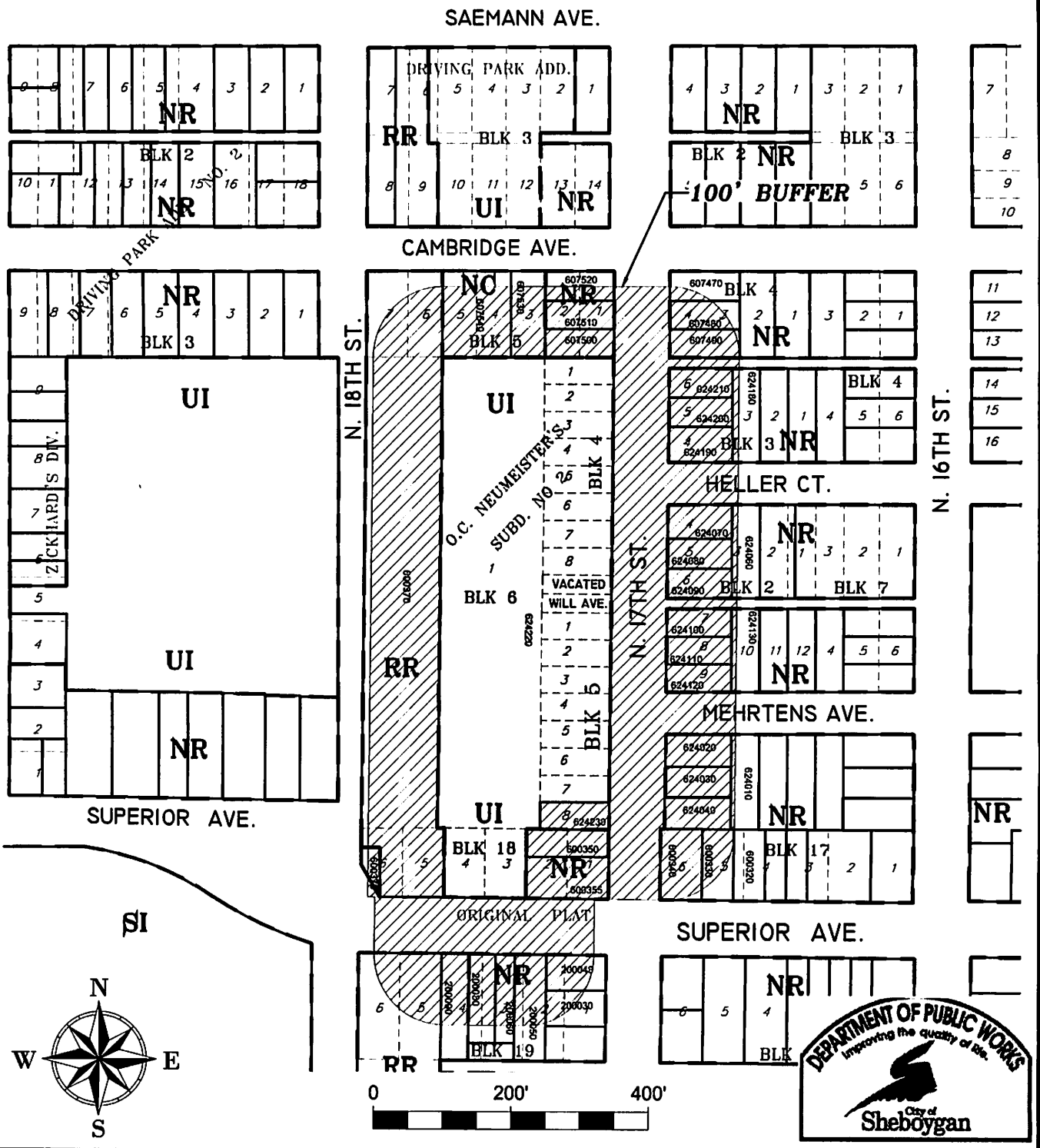
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FROM UI TO UR
SECTION 15 & 22, T. 15 N., R. 23 E.

O C NEUMEISTERS SUBDIVISION NO 2, BEING ALL OF BLOCKS 4, 5 & 6 EXCEPT LOT 8 OF BLOCK 5, ALSO VACATED WILL AVENUE BETWEEN SAID BLOCKS, ALSO ALL OF LOTS 3 & 4 BLOCK 18 OF THE ORIGINAL PLAT, LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E., AND THE NW 1/4 OF THE NE 1/4 OF SECTION 22, T. 15 N., R. 23 E., IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 176,310.03 SQ. FT. OR 4.05 ACRES.



4.2

R. O. No. 178 - 15 - 16. By CHIEF ADMINISTRATIVE OFFICER.
October 19, 2015.

As part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2015 and outstanding debt as of December 31, 2015 is submitted for your review.

Pres over to Nov 16th

Ac & file

Chief Administrative Officer



2016 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS

	Estimated Fund Balance Dec. 31, 2015	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2016
General Fund	$ 15,280,329	$ 20,252,458	$ 15,274,633	$ 35,527,091	$ 15,280,329
Special Revenue	3,378,441	5,862,426	2,305,741	8,168,167	3,378,441
Debt Service	7,033,064	5,497,736	2,886,889	8,384,625	7,033,064
Capital Projects	4,576,992	3,004,100	750,000	3,754,100	4,576,992
Enterprise	11,807,249	21,262,032	511,547	21,773,579	11,807,249
Internal Service	12,864,287	11,389,837	-	11,389,837	12,864,287
Trust/Agency	1,913,476	16,940	-	16,940	1,913,476
Total	$ 56,853,838	$ 67,285,529	$ 21,728,810	$ 89,014,339	$ 56,853,838

CITY OF SHEBOYGAN

	Date of Issue	Date of Maturity	Outstanding Jan. 1, 2015	Issued 2015	Payments 2015	Outstanding Dec. 31, 2015
GENERAL OBLIGATION BONDED DEBT						
G.O. Refunding Bonds - 2006C	7/1/2006	10/1/2022	2,975,000		300,000	2,675,000
G.O. Refunding Bonds - 2006D	7/1/2006	10/1/2022	5,600,000		700,000	4,900,000
G.O. Refunding Bonds - 2006E	7/1/2006	11/1/2018	3,040,000		3,040,000	-
G.O. Corporate Bonds - 2007B	9/1/2007	10/1/2026	7,400,000		100,000	7,300,000
G.O. Refunding Bonds - 2010B	6/7/2010	4/1/2027	6,085,000		605,000	5,480,000
G.O. Refunding Bonds - 2010C	10/18/2010	10/1/2010	680,000		135,000	545,000
G.O. Refunding Bonds - 2015	8/4/2015	11/1/2018		2,375,000		2,375,000
Total General Obligation Bonded Debt			$ 25,780,000	$ 2,375,000	$ 4,880,000	$ 23,275,000
GENERAL OBLIGATION LONG TERM NOTES						
DNR Seawall Loan	12/23/2002	12/15/2023	641,032		80,129	560,903
DNR Land Recycling Loan	4/14/2004	5/1/2023	358,402		39,822	318,580
State Trust Fund Loan	11/21/2005	3/15/2015	65,447		65,447	-
State Trust Fund Loan	7/5/2006	3/15/2016	50,560		24,786	25,774
G.O. Promissory Notes - 2006A	4/5/2006	10/1/2015	500,000		500,000	-
G.O. Promissory Notes - 2006B	4/5/2006	10/1/2015	225,000		225,000	-
G.O. Promissory Notes - 2007A	4/15/2007	10/1/2016	600,000		600,000	-
G.O. Promissory Notes - 2008	5/15/2008	10/1/2017	1,375,000		1,375,000	-
G.O. Promissory Notes - 2010A	6/7/2010	4/1/2020	1,290,000		200,000	1,090,000
G.O. Promissory Notes - 2011A	9/29/2011	10/1/2016	270,000		135,000	135,000
G.O. Promissory Notes - 2012A	5/10/2012	4/1/2022	3,810,000	-	450,000	3,360,000
G.O. Promissory Notes - 2015	8/4/2015	10/1/2024		4,310,000		4,310,000
Total General Obligation Notes			$ 9,185,441	$ 4,310,000	$ 3,695,184	$ 9,800,257
MORTGAGE NOTES						
SDC Mortgage Notes	1/16/1995	Unknown	225,000		-	225,000
TOTAL DEBT OUTSTANDING			**$ 35,190,441**	**$ 6,685,000**	**$ 8,575,184**	**$ 33,300,257**

XI

5.2.

Res. No. 92 - 15 - 16. By Alderpersons Hammond, Kath, Donohue and Wolf.
November 2, 2015

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish estimated revenue and appropriation for US Department of Housing and Urban Development Community Development Block Grant funding:

FROM	TO	AMOUNT
CDBG Fund Community Development Grant 21561100-431901	CDBG Fund Street Improvements 21561100-631100	$20,000
	Skate Park Contract Services 21553000-521900	$30,000

Lies over
/
Res pass.

DA

Julie Kath

Thomas D. Ch

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

Other Matters 9.1

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

Submitting various license applications for the period ending December 31, 2015 and June 30, 2017.

Law + Lic.

City Clerk

MASSAGE ESTABLISHMENT LICENSE (December 31, 2016)

No.	Name	Address
2871	Hands In Motion	1224 Weeden Creek Rd.
2586	In Balance Therapeutics, LLC	832 N. 6th St.
1717	Sheboygan Memorial Medical	2629 N. 7th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

No.	Name	Address
9735	Cleveland, Samantha J.	2615 Superior Ave.
0956	Depies, Mitchell W.	2444 W. Mark Dr.
0950	Grande, Samantha C.	1027 St. Clair Ave.
0945	Gregorich, Cameron E.	4220 S. 11th St.
7662	Hartman, Lisa M.	3306 Mueller Rd.
0946	Herrera, Michelle	1906 S. 12th St., Apt. A
0944	Jamison, Andrea R.	2234 N. 20th St.
0958	Jauregui, Heather D.	2332 Carmen Ave., #9E
0951	Johnson III, Derry G.	919 Lincoln Ave.
0955	Landon, Emily E.	216 E. Parkview Ln., Manitowoc
9968	Migherea, Olga	2416 N. 11th St.
0953	Morton, Michael G.	1619 Division Ave.
7259	Schuttey, Joan L.	2406 Elm Ave.
9538	Stuefen, Ty A.	530 Park Ave.
6222	Sweet, Daniel E.	2407 N. 26th St.
2218	Tauferner, Gary L.	3027 N. 21st St.
0954	Wick, Katrina J.	1219A Geele Ave.
0948	Zitzer, Adam Ray	2332 Carmen Ave., #3F



TAXICAB DRIVER LICENSE (**NEW**) (December 31, 2016)

No.	Name	Address
0949	Houseye, Lisa M.	834 Swift Ave.
0952	Pineda, Berta	1812 S. 12th St.

TAXICAB DRIVER LICENSE (**RENEW**) (December 31, 2016)

No.	Name	Address
9554	Champeau, Joseph P.	1821 S. 15th St.
0211	Herren, Richard E.	2217 Sunflower Ave.
0506	Munro, Ian E.	1015 Elm St., Cleveland
0343	Olsen, Michael D.	1330 N. 12th St., #2
0923	Thomas, Devonte L.	812 Pennsylvania Ave., #4
9846	Waraich, Celia M.	N6233 Woodland Rd.
0142	Waraich, Jesse Singh	N6233 Woodland Rd.

II

Other Matters

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

Submitting the Sheboygan County Apportionment sheets for 2015 levying of taxes.

Finance

City Clerk



SHEBOYGAN COUNTY RESOLUTION NO. 18 (2015/16)

Re: **Levying and Apportioning the Tax**

WHEREAS, each year, the County Board of Supervisors is required to determine the amount of taxes to be levied in Sheboygan County against all taxable property for the year, and

WHEREAS, this year there are five (5) components of the tax amount that must be included, and

WHEREAS, the first component is the Forestation State Tax, set by the State of Wisconsin to support the state forest system pursuant to Wis. Stat. §§ 70.58 and 70.60 charged against all taxable properties in Sheboygan County in the amount of $1,467,123.00 (Equalized Rate: .000169706), and

WHEREAS, the second component is the State Special Charge pursuant to Wis. Stat. §§ 51.20(18) and 70.60 to reimburse other counties for expenses related to mental commitments of Sheboygan County residents in their counties charged against all taxable properties in Sheboygan County in the amount of $1,167.22 (Equalized Rate: -.000000139), and

WHEREAS, the third component is the County Aid to Bridges required by Wis. Stat. § 82.08 and approved by the County Board by Resolution No. 10 (2015/16) charged against all taxable property in the townships in Sheboygan County in the amount of $3,100.00 (Equalized Rate – Town only – .000000905), and

WHEREAS, the fourth component is the Sheboygan County portion of the Eastern Shores Library System approved for the budget and an apportionment adjustment for the Eastern Shores Library System and required by Wis. Stat. § 43.64 to be charged against all taxable property in all townships except the Towns of Scott and Sherman and all villages except the Villages of Adell, Cedar Grove, Elkhart Lake, Kohler, Oostburg, and Random Lake in the amount of $1,220,465.00 (Equalized Rate: .000352099, applied to non-excluded Towns and Villages only), and

WHEREAS, the fifth and largest component is the general County property tax pursuant to Wis. Stat. § 70.62 to finance the County government budget, and

WHEREAS, the Sheboygan County Board, after public hearing, study, and revision has finalized and adopted the 2016 budget on this 3rd day of November, 2015, which requires a levy of $47,136,072.00 against all taxable property in the County of Sheboygan (Equalized Rate: .005624465);

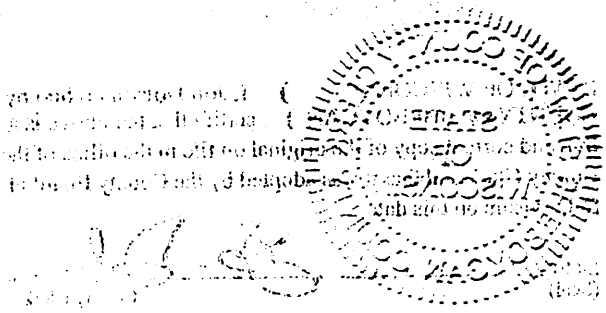
NOW, THEREFORE, BE IT RESOLVED, that there be and hereby is levied on all taxable property in the County of Sheboygan the following taxes:

Forestation State Tax Wis. Stat. § 70.58, (Equalized Rate: .000169706)	$ 1,467,123.00
State Special Charges Wis. Stat. § 51.20(18) (Equalized Rate: .000000139)	$ 1,167.22
General County Taxes Wis. Stat. § 70.62, (Equalized County Rate: .005624465)	$47,136,072.00

STATE OF WISCONSIN)
COUNTY OF SHEBOYGAN) I, Jon Dolson do hereby certify that the above is a true and correct copy of the original on file in the office of the County Clerk and that it was adopted by the County Board of Supervisors on this date.

Date: 11-3-2015
(Seal)

County Clerk



BE IT FURTHER RESOLVED that the sum of $1,220,465.00, which is the amount approved for the budget of the Eastern Shores Library System, pursuant to Wis. Stat. § 43.64, be and hereby is levied against all taxable property in the townships, excluding the Towns of Scott and Sherman, and all villages, excluding the Villages of Adell, Cedar Grove, Elkhart Lake, Kohler, Oostburg, and Random Lake.

(Equalized Rate: .000352099)

BE IT FURTHER RESOLVED that the sum of $3,100.00 County Aid to Bridges as approved by Resolution No. 10 (2015/16) be and hereby is levied against all taxable property in the townships in Sheboygan County.

(Equalized Rate: .000000905)

BE IT FURTHER RESOLVED that the County Clerk and the County Finance Director shall, pursuant to Wis. Stat. § 70.63 determine and apportion within ten (10) days of this date, the tax levy set forth for the respective municipalities, according and in proportion to the valuations for the towns, villages, and cities as submitted by the Wisconsin Department of Revenue.

Respectfully submitted this 3rd day of November, 2015.

FINANCE COMMITTEE

Gregory Weggeman, Chairperson

George J. Marthenze, Vice-Chairperson

Thomas Wegner, Secretary

Al Bosman

William C. Goehring

Opposed to Introduction:

Year 2015 CoMuni Code 59281 Account Number 1623 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY

1	**A. STATE TAXES (Apportioned TID IN)**			1
2	Aggregate amount of state tax (use this amount to calculate state tax rate)		408,572.58	2
3	**B. COUNTY TAXES (Apportioned TID OUT)**			3
4	1. Portion of state special charges on county:			4
5	Charitable and penal		319.98	5
6	Other state special charges		0.00	6
7				7
8	**SUBTOTAL - Section B1 (also enter on Line B1 on Statement of Taxes (SOT))**		**319.98**	8
9	2. Other county taxes levied over entire town, village, or city			9
10	Health		0.00	10
11	Library (sec. 43.12, Wis. Stats.)		0.00	11
12	County Bridge Aid (sec. 82.08(2), Wis. Stats.)		0.00	12
13	Sanitation		0.00	13
14	Children with Disabilities Education Boards (over entire town,village or city) (sec.121.135, Wis. Stats.)		0.00	14
15	Property taxes charged back (sec. 74.41 & 74.42, Wis. Stats.)		0.00	15
16	Countywide EMS		0.00	16
17	*Other (describe) :*		0.00	17
18	All other county taxes (levied over every town, village, and city)		12,921,063.86	18
19	County Sales Tax Credit		< 0.00 >	19
20	**SUBTOTAL - Section B-2 Taxes to be levied over entire municipality (enter on Line B2 on SOT)**		**12,921,063.86**	20
21	3. County taxes levied over part of town, village or city (also enter on line B3 on SOT)			21
22	Children with Disabilities Education Boards		0.00	22
23			0.00	23
24			0.00	24
25			0.00	25
26			0.00	26
27	**TOTAL NET COUNTY TAXES (sum of Lines 8, 20, 22, 23, 24, 25 and 26) (for county tax rate)**		**12,921,383.84**	27
28	**C. SPECIAL DISTRICT TAXES**			28
29	Special district code: NA	Amount levied	0.00	29
30	Special district code: NA	Amount levied	0.00	30
31	**D. TOWN, VILLAGE OR CITY TAXES**			31
32	4. Other state special charges			32
33	Describe :		0.00	33
34	Describe :		0.00	34
35	**SUBTOTAL - Section D4 (also enter on Line D4 on SOT)**		**0.00**	35
36	5. County special charges:			36
37	Illegal real estate charged back (sec. 70.74(2), Wis. Stats.)		0.00	37
38	*Highways and bridges* (sec. 83.03, Wis. Stats.)		0.00	38
39	*Highway aid* (sec. 83.14, Wis. Stats.)		0.00	39
40			0.00	40
41			0.00	41
42			0.00	42
43			0.00	43
44	**SUBTOTAL - Section D5 (also enter on Line D5 on SOT)**		**0.00**	44
45	**TOTAL - ALL TAXES AND CHARGES - sum of Lines 2, 27, 29, 30, 35 and 44**		**13,329,956.42**	45

Attention Clerks:

Attached are the apportionment sheets for 2015. Please make sure you do not round any of the numbers listed. You must collect exactly the amounts on the form.

NOTICE OF INJURY OR CIRCUMSTANCES

Pursuant to Wisconsin Statute Section 893.80(1d)(a)

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

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

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

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

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

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

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

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

Signature(s) of claimant or claimant's agent:

Faith C. Danbrova ON BEHALF OF MYSELF AND MINOR SON, BRAEDEN Date: NOV. 1, 2015

Brian Scheele Date: 11-1-15

_____ Date: _____

NOTICE OF CLAIM AND CLAIM FOR DAMAGES

Pursuant to Wisconsin Statute Section 893.80(1d)(b)

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

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

Claimant Address: 105 1ST ST, UNIT #4

SHEBOYGAN FALLS, WISCONSIN 53085

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

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

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

Signature(s) of claimant or claimant's agent:

[signature] ON BEHALF OF MYSELF AND MINOR SON, BRAEDEN Date: NOV 1, 2015

[signature] Date: 11-1-15

_____ Date: _____

III

Other Matters

Res. No. ____ - 15 - 16. By Alderperson Belanger. November 16, 2015.

A RESOLUTION accepting 1222 N. 10th Street for $1.00 for rehabilitation and re-sale from the Jack Schumacher Trust.

WHEREAS, the City of Sheboygan has funds available through the Community Development Block Grant Program Housing Rehabilitation Program to renovate the property;

WHEREAS, City staff has toured the property and recommends accepting the donation;

WHEREAS, the purpose of accepting the donation would be to renovate and sell to an owner-occupied family in conjunction with our neighborhood revitalization efforts to be bring more stability to neighborhoods.

RESOLVED: That the Mayor and City Clerk are authorized to sign all documents necessary to transfer this property to the City of Sheboygan.

City Plan

_____

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

Pelishek, Chad

From: JEAN HATFIELD <jjonboard@bellsouth.net>
Sent: Friday, November 13, 2015 10:52 AM
To: Pelishek, Chad
Subject: 1222 N. 10th St. building

Dear Mr. Pelishek,

Thank you for your information on transferring this property to Sheboygan.

This property was left to my mentally disabled brother, Jack Schumacher, in a trust. I am the Trustee. We live at 318 Southgate Drive, Locust Grove, GA 30248.

I am unable to properly maintain this property from Atlanta and would like to sell it to the City of Sheboygan for $1. I understand you have a procedure to follow so please let me know if I can provide any more information toward that end. Thank you again for your help. I'll wait to eventually hear from you.

Very sincerely,

Jeannie Hatfield
770-898-3505
jjonboard@bellsouth.net