

*****ATTACHMENTS*****

Resignation

Rajer, Mary

From: Barb Kuether <alandbarbkuether@gmail.com>
Sent: Thursday, October 15, 2015 1:23 PM
To: Rajer, Mary
Subject: Mayor's International Committee

Hi Mary,

Would you please inform the committee members at the next meeting that Barb & I will have to resign from the committee. Our schedule has taken a change from being busy to really busy. We are presently taking care of our grandchildren on Thursdays and working with our son with his non-profit organization, "The Production Farm". He is in need of our help trying to make a difference assisting teen-aged foster children learn future life skills. This is a total commitment from him and his wife to try to make a difference in the foster children's lives. We have been asked to help in any capacity that we can and accepted their request. With that being said, our schedule is full and we feel that (hopefully) some new members taking our place will make it easier for the committee to stay focused and continue to move into the right direction with the International Student Committee Goals and Fund Raising.

We are glad that we were able to meet all of the members and help when ever we were able to. Thanks to all and Good Luck with all future discussions and committee projects.

Al & Barb Kuether



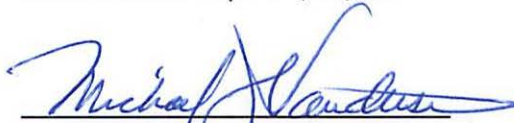
Appointments

November 2, 2015

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

Charlene and Mark Hinze to be considered for appointment to the Mayor's International Committee to fill the unexpired terms of Al and Barb Kuether whose terms expire 4/25/15.


MAYOR MIKE VANDERSTEEN

|
suspend
|
confirm

OFFICE OF MAYOR

CITY HALL
828 Center Ave.
SHEBOYGAN, WI
53081-4495

920/ 459-3317
FAX 920/ 459-0256

Charlene Hinze
3995 Greenwood Court
Sheboygan, WI 53081
920-458-6849
hinzefamily@att.net

Age 64

Retired. Recently worked at Surprises as a retail clerk. Work with exchange students through the AFS program at South High School since 1996. Hosted many students during that time.

Was a member of the Sheboygan Jaycees from 1984 until 1993.

Mark Hinze
3995 Greenwood Court
Sheboygan, WI 53081
920-458-6849
markhinze@gmail.com

Age 65

Owner Hinze Remodeling since 1976. Worked with Foreign Exchange Students thru AFS at South High School since 1996.

Also belonged to Sheboygan Jaycees from 1973 until 1992.

Appointments

1.4



October 19, 2015

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration for the Emergency Planning and Preparedness Committee established according to Resolution No. 76-15-16:

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
MICHAEL VANDERSTEEN (MAYOR)	10/19/15	04/30/16
*CHUCK BUTLER (DEPUTY FIRE CHIEF)	10/19/15	04/30/16
*STEVE COBB (POLICE CAPTAIN OF ADMINISTRATION)	10/19/15	04/30/16
CHARLES ADAMS (CITY ATTORNEY)	10/19/15	04/30/16
JASON BLASIOLA (SUPT. OF STREETS & SANITATION)	10/19/15	04/30/16
DEREK MUENCH (DIRECTOR OF PARKING AND TRANSIT)	10/19/15	04/30/16
SANDY ROHRICK (DIRECTOR OF HR & HUMAN RELATIONS)	10/19/15	04/30/16
DAVE AUGUSTIN (INFORMATION TECHNOLOGY DIRECTOR)	10/19/15	04/30/16
SHARON THIESZEN (WASTEWATER TREATMENT PLANT SUPT.)	10/19/15	04/30/16
JOE TRUEBLOOD (WATER UTILITY SUPERINTENDENT)	10/19/15	04/30/16

NON-VOTING MEMBERS

STEVE STEINHARDT (SHEBOYGAN COUNTY EMERGENCY GOVERNMENT DIRECTOR)	10/19/15	04/30/16
KARLYN RADDATZ (HEALTH OFFICER FOR SHEB. COUNTY DIV. OF PUBLIC HEALTH)	10/19/15	04/30/16

*DEPUTY FIRE CHIEF CHUCK BUTLER SHALL BE DESIGNATED AS THE EMERGENCY MANAGEMENT DIRECTOR; POLICE CAPTAIN OF ADMINISTRATION STEVE COBB SHALL BE DESIGNATED AS THE DEPUTY EMERGENCY MANAGEMENT DIRECTOR.


MICHAEL J. VANDERSTEEN, MAYOR

Lies over

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Hearing No. - 15 - 16 . November 2, 2015.

Pursuant to Chapter 65.90 of the Laws of Wisconsin, notice is hereby given that the annual budget hearing will be held on Monday, November 2, 2015 at 6:00 p.m. in Council Chambers at which time any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed budget.

Any interested persons may be heard.

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NOTICE TO TAXPAYERS AND RESIDENTS OF THE CITY OF SHEBOYGAN, WISCONSIN

Pursuant to Chapter 65.90 of the Laws of Wisconsin, notice is hereby given that the annual budget hearing will be held in the Common Council Chambers, City Hall, in the City of Sheboygan, on Monday, November 2, 2015 at 6:00 P.M., at which time any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed budget.

Dated this 16th day of October, 2015

James Amodeo, Chief Administrative Officer

		2015	2016	
		Revised Budget	Proposed Budget	Percent Change
General Fund				
Revenue:	Taxes (other than property)	\$ 1,243,956	\$ 1,446,403	16.27%
	Licenses & Permits	706,344	705,165	-0.17%
	Intergovernmental Revenue	14,174,399	14,306,287	0.93%
	Charges for Services	1,202,130	1,436,064	19.46%
	Fines & Forfeits	352,347	293,100	-16.81%
	Interest on Investments	190,000	190,000	0.00%
	Miscellaneous Revenue	152,928	125,527	-17.92%
	Other Financing Sources	<u>1,730,977</u>	<u>1,749,912</u>	<u>1.09%</u>
	Total Revenue	\$ 19,753,081	\$ 20,252,458	2.53%
Expense:	General Government	\$ 4,811,868	\$ 4,581,818	-4.78%
	Public Protection & Safety	21,012,490	20,682,850	-1.57%
	Public Works	7,160,591	7,258,098	1.36%
	Health/Human Services	249,012	241,577	-2.99%
	Culture/Recreation	2,639,896	2,489,323	-5.70%
	Conservation/Development	519,674	254,880	-50.95%
	Debt Expense	15,000	15,000	0.00%
	Interfund Transfers	<u>4,000</u>	<u>3,545</u>	<u>-11.38%</u>
	Total Expense	\$ 36,412,531	\$ 35,527,091	-2.43%

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	<u>1,913,476</u>	<u>16,940</u>	<u>-</u>	<u>16,940</u>	<u>1,913,476</u>
Total	<u>\$ 56,853,838</u>	<u>\$ 67,285,529</u>	<u>\$ 21,728,810</u>	<u>\$ 89,014,339</u>	<u>\$ 56,853,838</u>

Long Term Bonds Outstanding - December 31, 2015	\$ 23,275,000
Long Term Notes Outstanding - December 31, 2015	<u>\$ 9,800,257</u>
	<u>\$ 33,075,257</u>

II

R. O. No. _____ - 15 - 16. By BOARD OF WATER COMMISSIONERS.
November 2, 2015.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the third quarter of 2015.

The water pumpage was up 5.23% from the same period in 2014. 1,303,280,000 gallons were pumped in the third quarter 2015, compared to 1,238,531,000 in 2014.

Year to date Operating Revenue at the end of the third quarter increased by \$178 compared to year to date 2014. The net income for the Utility, as of the end of September, 2015 is \$1,172,820. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the third quarter of 2015:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	128.5
Number of feet of 6 inch water main installed	0.0
Number of feet of 8 inch water main installed	1236.00
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	84.8
Number of feet of 16 inch water main installed	979.0
Number of feet of 20 inch water main installed	3627.3
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	2042
Number of water main breaks repaired	1
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	26
Number of water main valves installed, repaired, removed, or replaced	45
Number of water service connections installed	7

Details are shown on the attached spreadsheets.

Consent

Other Utility Business:

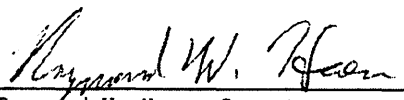
Work continued on the Utility's UV disinfection project, which includes a small building addition to the existing water treatment plant. The addition will house the UV generators and associated piping and equipment.

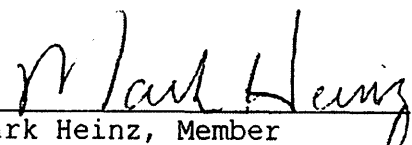
II

The Utility's contractor, Buteyn-Peterson, continued work on installing a parallel water main in S. Taylor Drive from Washington Avenue to Behrens Parkway. The new water main will improve reliability in the large flow of water to south area of the industrial park.

The Utility also began initial discussions on the need for an additional south side elevated water storage tank.


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

Attachments - Balance Sheet
Income Statement
Distribution System Quarterly Report
High Lift Delivery Quarterly Report

Sheboygan Water Utility
Quarterly Financial Statement September 30, 2015
Balance Sheet Including Net Income

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	55,215,917	
107 Construction Work in Progress	2,833,521	
111 Accumulated Provision for Depreciation of Utility Plant		17,342,832
125 Bond Redemption Fund	577,793	
129 Appropriated Funds Invested for Plant Expansion & Payables		
126 Depreciation Fund		
128 Other Special Funds Employee Pensions (ICMA & WI Def Comp)	0	
128 Other Special Funds Health Ins	0	
135 Working Funds	750	
136 Temporary Cash Investments	5,140,351	
142 Customer Accounts Receivable	798,376	
145 Receivables from Municipality	522,286	
154 Materials and Supplies	334,082	
163 Stores Expense		
165 Prepayments	38,336	
171 Interest and Dividends Receivable		
181 Misc Deferred Debits		
184 Transportation Expense		
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		33,442,927
221 Long Term Debt Bonds		9,968,929
223 Advances from Municipality		228,493
232 Accounts Payable		
235 Customer Deposits		37
236 Taxes Accrued		826,806
237 Interest Payable on Bonds		135,384
242 Misc. Current & Accrued Liab		12,912
251 Bond Premium		13,104
253 Misc Deferred Credits		207,306
263 Other Special Funds Employee Pensions		0
265 Accrued Employee Benefits		469,161
425 Amortization of Pre 2003 Depreciation		
Utility Net Income		1,172,820
	<u>65,461,413</u>	<u>65,461,413</u>

Distribution System -- 3rd Quarter -- July, August, & September, 2015

Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Installed	Size/Jt	By	Type
S. Taylor Drive ~200' S of Frontage Road Entrance	7/6/2015	6" MJ	Buteyn-Peterson	G (vert)
Frontage Rd Access between South Taylor Dr and Frontage Rd	7/6/2015	12" MJ	Buteyn-Peterson	G
S. Taylor Drive ~750' S of Germaine Ave	7/6/2015	6" MJ	Buteyn-Peterson	G (vert)
Frontage Rd Access between South Taylor Dr and Frontage Rd	7/6/2015	20" MJ	Buteyn-Peterson	B/F-S
Pennsylvania Avenue At N. 7th St (E)	7/7/2015	12" MJ	David Tenor	G
Pennsylvania Avenue At N. 6th St (E)	7/7/2015	12" MJ	David Tenor	G
N. 6th St at Pennsylvania Avenue (S)	7/7/2015	12" MJ	David Tenor	G
Pennsylvania Ave 200' E of N. 7th St	7/7/2015	6" MJ	David Tenor	G
Pennsylvania Avenue ~250' East of N. 7th St (N)	7/7/2015	6" MJ	David Tenor	G
Columbus Ave. at N. 8th St. (E)	7/21/2015	6" MJ	ute.	G
Eisner Ave. ~50' E. of c.l. N. 10th St. (E)	7/22/2015	8" MJ	ute.	G (r/w) DI
S. Taylor Drive ~1643' S of Germaine Ave	7/23/2015	20" MJ	Buteyn-Peterson	B/F-W
S. Taylor Drive ~1875' S of Germaine Ave	7/23/2015	20" MJ	Buteyn-Peterson	B/F-W
S. Taylor Drive ~753' S of Germaine Ave	7/23/2015	20" MJ	Buteyn-Peterson	B/F-W
S. Taylor Drive ~1640' S of Germaine Ave	7/29/2015	6" MJ	Buteyn-Peterson	G (vert)
S. Taylor Drive ~1875' S of Germaine Ave	7/29/2015	6" MJ	Buteyn-Peterson	G (vert)
S. Taylor Drive ~2000' S of Germaine Ave	8/19/2015	12" MJ	Buteyn-Peterson	G (vert)
S. Taylor Drive ~2000' S of Germaine Ave	8/19/2015	12" MJ	Buteyn-Peterson	G (vert)
S. Taylor Drive ~115' S of CL of Rail Road	8/31/2015	6" MJ	Buteyn-Peterson	G (vert)
S. Taylor Drive ~115' S of CL of Rail Road	8/31/2015	20" MJ	Buteyn-Peterson	B/F-W
S. Taylor Drive at Behrens Parkway, (SW)	8/31/2015	20" MJ	Buteyn-Peterson	B/F-W
Behrens Parkway at S. Taylor Drive (NE)	8/31/2015	12" MJ	Buteyn-Peterson	G (vert)
N. 5th St. at Blackstock Ave. (N)	9/3/2015	6" MJ		G (vert)
North Avenue at N 6th St (West)	9/30/2015	8" MJ	ute.	G (vert)
North Avenue at N 3rd St (SW)	9/30/2015	6" MJ	ute.	G (vert)
N 5th St at North Ave (S)	9/30/2015	8" MJ	ute.	G (vert)
N 5th St at North Ave (N)	9/30/2015	8" MJ	ute.	G (vert)
North Avenue at N 5th St (SW)	9/30/2015	6" MJ	ute.	G (vert)
North Avenue at N 5th St (West)	9/30/2015	8" MJ	ute.	G (vert)
N 6th Street at North Ave (South)	9/30/2015	8" MJ	ute.	G (vert)
North Avenue at N 6th St (East)	9/30/2015	8" MJ	ute.	G (vert)
S. Taylor Drive at Behrens Parkway (Double Tap-S)	9/30/2015	12" MJ	Buteyn-Peterson	G (vert)
S. Taylor Drive at Behrens Parkway (Double Tap-N)	9/30/2015	12" MJ	Buteyn-Peterson	G (vert)
N 3rd St at Blackstock Ave (S)	9/30/2015	8" MJ	ute.	G (vert)
N 6th Street at North Ave (north)	9/30/2015	8" MJ	ute.	G (vert)

Total Valves Installed = 35

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
Columbus Ave. at N. 8th St. (E)	9/22/1961	7/21/2015	G
Eisner Ave. ~50' E. of c.l. N. 10th St. (E)		7/22/2015	G (r/w) DI
Pennsylvania Ave. ~240' W. of Riverfront Dr. (S. 6th St.)		7/31/2015	TAP-Hyd-#616
N. 5th St. at Blackstock Ave. (N)	10/15/1986	9/3/2015	G (r/w)

Total Valves Removed = 4

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned
Pennsylvania Ave. at N. 5th St. (W)		7/31/2015
Pennsylvania Ave. ~200' W. of N. 5th St. (S)	3/16/1983	7/31/2015
Pennsylvania Ave. at N. 6th St. (E)	6/6/1983	7/31/2015
Pennsylvania Ave. at N. 6th St. (W)	Pre-1890?	7/31/2015
Pennsylvania Ave. at N. 6th St. (E)	1899	7/31/2015
Pennsylvania Ave. at N. 7th St. (E)		7/31/2015

Total Valves Abandoned = 6

Street Valves and Hydrant Valves Maintained

Location	Installed	Maintained

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	TrSize	Valve	By
Columbus Ave. at N. 7th St. (SW)	7/21/2015	6"6"	n	ute.
S. Taylor Dr. 738' S. of c.l. of Washington Ave. (E)	7/22/2015	6"6"	y	Buteyn Peterson
S. Taylor Dr. ~1640' S of Germaine Avenue	7/31/2015	6"	y	Buteyn Peterson
S. Taylor Dr. ~715' S of Germaine Avenue	7/31/2015	6"6"	y	Buteyn Peterson
S. Taylor Dr. ~150' S of Frontage Road Entrance	7/31/2015	6"6"	y	Buteyn Peterson
S. Taylor Dr. 1755' N. of c.l. Behrens Parkway (E)	7/31/2015	6"6"	y	Buteyn Peterson
S. Taylor Dr. 1316' S. of c.l. of Germaine Ave. (E)	7/31/2015	6"6"	y	Buteyn Peterson
S. Taylor Dr. 935' S. of c.l. of Germaine Ave. (E)	7/31/2015	6"6"	y	Buteyn Peterson
S. Taylor Dr. 484' S. of c.l. of Germaine Ave. (E)	7/31/2015	6"6"	y	Buteyn Peterson
Pennsylvania Ave. ~200' E. of c.l. N. 7th St. (N)	7/31/2015	7"	y	David Tenor
S. Taylor Dr. ~1575' N of Behrens Parkway (W)	8/31/2015	6"6"	y	Buteyn Peterson
S. Taylor Dr. ~750' N of Behrens Parkway (W)	8/31/2015	6"	y	Buteyn Peterson
North Avenue at N 3r St (SW)	9/30/2015	7"	y	ute.
North Avenue at N 5th St (SW)	9/30/2015	7" + 12" ext	y	ute.
S. Taylor Dr. at Behrens Parkway (SW)	9/30/2015	6"6"	y	Buteyn Peterson

Total Hydrants Installed = 15

Hydrants Removed (including water main projects and others)

Location	Installed	RemvdDate	Hyd Valve
Columbus Ave. at N. 7th St. (SW)		7/21/2015	n
S. Taylor Dr. 1755' N. of c.l. Behrens Parkway (E)	3/4/1991	7/31/2015	y
S. Taylor Dr. 1316' S. of c.l. of Germaine Ave. (E)	4/25/1991	7/31/2015	y
S. Taylor Dr. 935' S. of c.l. of Germaine Ave. (E)	3/8/1991	7/31/2015	y
S. Taylor Dr. 484' S. of c.l. of Germaine Ave. (E)	4/25/1991	7/31/2015	y
S. Taylor Dr. 180' S. of c.l. of Frontage Road Entrance	4/25/1991	7/31/2015	y
Pennsylvania Ave. at Riverfront Dr. (SW)	5/18/1939	7/31/2015	n
Pennsylvania Ave. 200' E. of S. 6th St. (S)	6/9/1983	7/31/2015	n
Pennsylvania Ave. ~240' W. of c.l. S. 6th St. (S)	5/26/2010	7/31/2015	y
North Ave. at N. 5th St. (SE)	11/27/1936	9/30/2015	n

Total Hydrants Removed = 10

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size	Hyd Valve?
Riverfront Dr. 200' S. of Virginia Ave. (E)		7/31/2015	6"	n

Total Hydrants Abandoned = 1

Hydrants Maintained/Moved (including water main projects and others)

Location	Installed	Maintained

Total Hydrants Maintained/Moved = 0

Water Main Breaks

Location	Date	Main Size (")
N 20th St 100' S of Calumet	8/25/2015	6"

Total Water Main Breaks = 1

SUMMARY

Number of feet of 4 inch water main installed	0	water main
Number of feet of 6 inch hydrant lead installed	128.5	
Number of feet of 6 inch water main installed	0	
Number of feet of 8 inch water main installed	1236.0	
Number of feet of 12 inch water main installed	84.8	
Number of feet of 16 inch water main installed	979.0	
Number of feet of 20 inch water main installed	3627.3	hydrants
Number of feet of 24 inch water main installed	0.0	
Number of feet of water main abandoned or removed	2042	
Number of water main breaks repaired	1	valves
Number of hydrants installed	15	
Number of hydrants removed or abandoned	11	
Number of hydrants maintained or moved	0	
Number of street valves installed	32	
Number of hydrant valves installed	3	
Number of street valves removed or abandoned	9	
Number of hydrant valves removed or abandoned	1	
Number of valves maintained	0	
Number of water connections installed	7	

HIGH LIFT DELIVERY QUARTERLY REPORT 2015

I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2014	1,135,284,000	\$219,894.40	\$193.69
	2015	1,032,262,000	\$197,343.16	\$191.18
	Percent Difference	-9.07%	-10.26%	-1.30%

II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2014	1,139,399,000	\$201,274.11	\$176.65
	2015	1,140,126,000	\$180,121.40	\$157.98
	Percent Difference	0.06%	-10.51%	-10.57%

III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2014	1,238,531,000	\$206,804.00	\$166.98
	2015	1,303,280,000	\$208,295.45	\$159.82
	Percent Difference	5.23%	0.72%	-4.28%

IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2014	1,078,468,000	\$191,974.20	\$178.01
	2015	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!

YEAR TO DATE : 2015				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2014	4,591,662,000	\$819,946.71	\$178.57
	2015	3,475,668,000	\$585,760.01	\$168.53
	Percent Difference	-24.30%	-28.56%	-5.62%

YEAR TO DATE : 2015			
		GALLONS	COST \$
SLUDGE DISPOSAL	2014	6,257,540	\$88,891.15
	2015	3,140,818	\$31,051.91
	Percent Difference	-49.81%	-68.60%
STORM WATER CHARGES	2015	NA	\$0.00

HIGH LIFT SYSTEM DELIVERY :		
Maximum Pumpage Day	17,259,000	July 30, 2015
Minimum Pumpage Day	6,890,000	January 1, 2016

	MG	\$	\$/MG
2014	4,591,662,000	\$819,946.71	\$178.57
2015	3,475,668,000	\$585,760.01	\$168.53

II

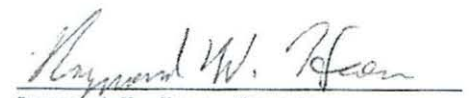
R. O. No. - 15 - 16. By BOARD OF WATER COMMISSIONERS.
November 2, 2015.

To the Honorable, the Mayor and Common Council:

Submitting, as a matter of record, in accordance with the Finance Committee request dated March 1, 1991, the Sheboygan Water Utility's Budget for the year 2016.

Consent


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

Attachment

II

2016 Sheboygan Water Utility Budget

Sheboygan Board of Water Commissioners

72 Park Avenue,

Sheboygan, WI 53081



2016 Sheboygan Water Utility Budget Summary

- Tax equivalency payment to municipality estimated at \$1,114,000
- Of 80 class AB utilities in WI, Sheboygan had the third lowest cost for 18,750 gallons of water per quarter
- Debt service increase due to 2015 safe drinking water loan
- \$1,200,000 budgeted for water main replacements
- \$230,000 for engineering related to new industrial park elevated storage tank

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
1	YEAR 2016														
2															
3	SHEBOYGAN WATER UTILITY														
4															
5	Sheboygan, Wisconsin														
6	2016 Budget														
7															
8	Budget provides for investment of			\$8,212,989	in all phases of Water Utility operation.										
9															
10	(investment does not include principal payments; \$881,041 in 2016)														
11	Revenues														
12															
13	Revenues are realized primarily from four different sources: Water Sales; Other Operating Revenues, which includes charges to the														
14	City for billing, metering, and collecting the sewer and garbage charge; Non-Operating Income Revenues, which includes														
15	Interest Income; and Contributions in Aid of Construction, which are special assessments for water main installations.														
16															
17	Budgeted Revenue projection for 2016 is										\$8,374,558	(1)			
18															
19	Estimated Revenue total as of December 31, 2015										\$7,843,173				
20															
21	Total projected Revenues for 2016 are expected to increase or (decrease)										\$531,385				
22	approximately from estimated 2015 Revenues														
23															
24															
25	Expenditures														
26															
27	An overall view of the expenditures is as follows:														
28											Budget	Percent Of			
29											Increase	Change			
30											or	Plus			
31											(Decrease)	or	Minus		
32	Expenditure by Classification														
33	Labor				\$1,424,960	\$1,407,734	\$1,482,279	\$74,545			5%				
34	Source of Supply Expense				\$17,000	\$20,484	\$19,100	-\$1,384			-7%				
35	Pumping Expenses				\$492,821	\$517,067	\$544,120	\$27,053			5%				
36	Water Treatment Expenses				\$519,777	\$622,000	\$701,651	\$79,651			13% (2)				
37	Transmission & Dist. Expenses				\$217,198	\$271,769	\$265,658	-\$6,111			-2%				
38	Customer Accounts Expenses				\$44,371	\$65,800	\$61,750	-\$4,050			-6%				
39	Administrative & General Expenses				\$916,846	\$863,880	\$840,026	-\$23,855			-3%				
40	Taxes				\$1,224,897	\$1,221,000	\$1,241,000	\$20,000			2%				
41	Capital Outlay				\$6,266,999	\$7,401,000	\$2,678,200	-\$4,722,800			-64% (3)				
42	Interest Expense On Bonds				\$354,549	\$402,548	\$379,205	-\$23,343			-6%				
43															
44					Totals	\$11,479,419	\$12,793,282	\$8,212,989	-\$4,580,293			-36%			
45															
46	1) Rate increase December 2015. Assume overall revenue increase of 7%.														
47	2) Increase due to direct treatment of sludge rather than disposal at Sheboygan Wastewater Plant and UV electrical costs.														
48	3) Decrease due to UV project in 2015.														

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
60	SHEBOYGAN WATER UTILITY													
61	CASH AND BUDGET SUMMARY													
62														
63	YEAR 2016													
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	A	B	C	D	E	F	G	H	I	J	K	L	M	N										
115	SHEBOYGAN WATER UTILITY																							
116	STATEMENT OF ESTIMATED REVENUES																							
117																								
118	FOR FISCAL YEAR ENDING DECEMBER 31, 2016																							
119																								
120																								
121																								
122					Actual					Budget					Estimate					Budget				
123	REVENUE SOURCE				2014				2015				2015				2016							
123	(2016 estimate based on no increase in water pumpage)																							
124	Metered Sales to General Customers (approx. 4,900 million gallons)																							
125																								
126	Residential				\$2,160,680				\$1,792,872				\$1,867,488				\$1,998,212							
127	Multi-family				\$239,656				\$215,928				\$202,898				\$217,101 (1)							
128	Commercial				\$544,010				\$456,216				\$459,568				\$491,738							
129	Industrial				\$3,339,990				\$3,317,403				\$3,500,000				\$3,745,000							
130																								
131					Totals				\$6,284,336				\$5,782,419				\$6,029,954				\$6,452,031			
132																								
133	Other Sales to Water Customers																							
134																								
135	Private Fire Protection				\$88,715				\$85,775				\$80,000				\$82,000							
136	Public Fire Protection (% inc Falls & Kohler)				\$794,851				\$713,271				\$780,000				\$834,600							
137	Sales to Public Authorities				\$103,991				\$70,000				\$68,371				\$73,157							
138	Sales to Sheboygan Falls & Kohler				\$754,821				\$678,338				\$725,000				\$775,750							
139	Sales to Irrigation Customers				\$11,695				\$3,500				\$8,000				\$8,000							
140	Miscellaneous Sales				\$0				\$0				\$0				\$0							
141																								
142					Totals				\$1,754,073				\$1,550,884				\$1,661,371				\$1,773,507			
143	Other Revenues																							
144	Late Payment Charges				\$32,823				\$27,081				\$33,527				\$32,000							
145	Miscellaneous Sales:				\$33,528				\$36,347				\$20,000				\$25,000							
146	Rental Income from Georgia Ave				\$20,259				\$20,259				\$21,000				\$21,000							
147	Billing & Collecting Charge to City				\$36,615				\$34,000				\$42,380				\$36,000							
148	(other billing & collecting costs accounted for by expense reduction per PSC)																							
149					Totals				\$123,226				\$117,687				\$116,907				\$114,000			
150																								
151					Total Revenues				\$8,161,635				\$7,450,991				\$7,808,232				\$8,339,558			
152																								
153	Other Income																							
154																								
155	Interest				\$9,192				\$15,000				\$9,940				\$10,000							
156	Contributions in Aid of Construction (including private laterals)				\$0				\$25,000				\$25,000				\$25,000							
157																								
158					Totals				\$9,192				\$40,000				\$34,940				\$35,000			
159																								
160																								
161					Grand Totals				\$8,170,827				\$7,490,991				\$7,843,173				\$8,374,558			
162																								
163	1) PSC has required new accounting of multi-family residential revenues.																							

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
167	SHEBOYGAN WATER UTILITY													
168	OPERATION AND MAINTENANCE EXPENSES													
169														
170	YEAR 2016													
171														
172							Actual		Budget		Estimate		Budget	
173	Source of Supply Expense						2014		2015		2015		2016	
174														
175	Operations													
176														
177	Labor						\$0		\$100		\$0		\$100	
178														
179	Maintenance													
180														
181	Labor						\$192		\$1,384		\$0		\$1,000	
182	Intakes						\$10,129		\$19,000		\$17,000		\$18,000	
183														
184	Totals						\$10,321		\$20,484		\$17,000		\$19,100	
185														
186	Pumping Expenses													
187														
188	Operations													
189														
190	Labor						\$31,849		\$34,116		\$34,000		\$35,000	
191	Electricity & Natural Gas						\$444,350		\$450,000		\$450,000		\$475,000 (1)	
192	Pumping Equipment						\$0		\$3,120		\$0		\$3,120	
193	Miscellaneous						\$15,369		\$12,000		\$6,960		\$14,000	
194	Utilities						\$37,889		\$35,000		\$33,307		\$34,000	
195														
196	Maintenance													
197														
198	Labor						\$70,176		\$72,800		\$73,960		\$76,179	
199	Pumping Equipment						\$17,310		\$10,000		\$290		\$14,000	
200	Structures						\$10,445		\$6,947		\$2,265		\$4,000	
201														
202	Totals						\$627,387		\$623,983		\$600,782		\$655,299	
203														
204	Water Treatment Expenses													
205														
206	Operations													
207														
208	Labor						\$461,408		\$395,476		\$422,000		\$424,000	
209	Water Treatment Equipment (including ~\$120k sludge treatment costs)						\$283,284		\$178,000		\$125,000 (3)		\$275,000 (2)	
210	Chemicals						\$279,553		\$350,000		\$310,000		\$330,000	
211	Miscellaneous						\$3,645		\$9,000		\$3,651		\$3,651	
212	Utilities						\$21,750		\$22,000		\$17,166		\$21,000	
213														
214	Maintenance													
215														
216	Labor						\$63,235		\$80,000		\$80,000		\$82,000	
217	Water Treatment Equipment						\$45,617		\$32,000		\$28,960		\$32,000	
218	Structures						\$104,455		\$31,000		\$35,000		\$40,000	
219														
220	Totals						\$1,262,947		\$1,097,476		\$1,021,777		\$1,207,651	
221														
222	(1) Electrical rates increase of 3%. Natural gas increase of 2%. New UV system annual electrical cost at \$25k.													
223	(2) Increase due to direct treatment of sludge rather than disposal at Sheboygan Wastewater Plant.													
224	(3) Decrease due to east basin out of service during UV construction													

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
228	SHEBOYGAN WATER UTILITY													
229	OPERATION AND MAINTENANCE EXPENSES													
230														
231	YEAR 2016													
232														
233							Actual		Budget		Estimate		Budget	
234	Transmission & Distribution Expenses						2014		2015		2015		2016	
235														
236	Operations													
237														
238	Labor						\$247,830		\$225,000		\$225,000		\$240,000	
239	Reservoirs & Standpipes						\$686		\$1,000		\$2,673		\$3,000	
240	Mains & Hydrants						\$6,248		\$4,000		\$5,397		\$6,000	
241	Meters						\$4,320		\$80,000		\$29,817		\$70,000	
242	Customer Services						\$51,487		\$30,000		\$25,867		\$25,000	
243	Miscellaneous						\$17,986		\$14,769		\$15,837		\$16,000	
244	Utilities						\$17,081		\$16,000		\$15,746		\$16,000	
245														
246	Maintenance													
247														
248	Labor						\$236,606 (1)		\$190,000		\$200,000		\$225,000	
249	Structures & Improvements						\$5,629		\$1,000		\$1,658		\$1,658	
250	Reservoirs & Standpipes						\$14,285		\$10,000		\$10,000		\$15,000	
251	Mains						\$247,639 (1)		\$80,000		\$77,513		\$80,000	
252	Meters						\$6,365		\$5,000		\$2,909		\$2,000	
253	Hydrants						\$10,326		\$20,000		\$15,020		\$16,000	
254	Customer Services						\$19,050		\$10,000		\$14,763		\$15,000	
255														
256							Totals		\$885,538		\$686,768		\$642,198	
257														
258	Customer Accounts Expenses													
259														
260	Operations													
261														
262	Labor						\$133,237		\$135,000		\$135,000		\$140,000	
263	Meter Reading						\$301		\$4,000		\$4,087		\$4,000	
264	Billing & Collecting						\$30,862		\$30,000		\$29,577		\$30,000	
265	Uncollectable Accounts						\$8,668		\$11,000		\$145		\$8,000	
266	Utilities						\$1,800		\$1,800		\$0		\$750	
267	Postage						\$15,157		\$19,000		\$10,561		\$19,000	
268														
269							Totals		\$190,025		\$200,800		\$179,371	
270														
271	Taxes													
272														
273	Local & School (Tax equivalency paid to City)						\$1,064,728		\$1,094,000		\$1,104,998		\$1,114,000	
274	Payroll						\$112,525		\$117,000		\$109,900		\$117,000	
275	P.S.C. Remainder Assessment (mandatory fee to state regulator)						\$8,134		\$10,000		\$10,000		\$10,000	
276														
277							Totals		\$1,185,387		\$1,221,000		\$1,224,897	
278														
279	Interest Expense Long Term Debt													
280														
281	Expense (2004 SDW loan, 2005 bonds,						Total		\$382,945		\$402,548 (2)		\$354,549	
282	2007 bonds, 2013 bonds, unfunded pension)													
283														
284	1) Increase due to unusual amount of water main breaks during harsh winter.													
285	2) Includes \$65K in estimated interest for 2015 safe drinking water loan.													

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
290	SHEBOYGAN WATER UTILITY													
291	OPERATION AND MAINTENANCE EXPENSES													
292														
293	YEAR 2016													
294														
295														
296														
297	Administrative & General Expense				Actual		Budget		Estimate		Budget			
298					2014		2015		2015		2016			
299	Operations													
300														
301	Labor				\$247,328		\$273,858		\$255,000		\$259,000			
302	Office Supplies				\$10,092		\$20,000		\$15,000		\$15,000			
303	Utilities				\$4,246		\$5,000		\$1,484		\$2,000			
304	Outside Services & Lawyers (inc cross connection)				\$66,020		\$115,000 (1)		\$75,000		\$70,000 (2)			
305	Auditors (including rate study in 2015)				\$9,774		\$12,000		\$10,000		\$10,000			
306														
307	Property Insurance													
308														
309	Property and Contractors Equipment				\$31,199		\$28,000		\$32,000		\$32,000			
310	Auto				\$8,104		\$8,500		\$9,000		\$9,000			
311	Boiler				\$0		\$0		\$0		\$0			
312	Crime				\$781		\$1,000		\$1,026		\$1,026			
313	Position Bond				\$0		\$0		\$0		\$0			
314	Computer Insurance				\$0		\$0		\$0		\$0			
315														
316	Injuries & Damage Insurance													
317														
318	Workmen's Comp				\$20,204		\$30,000		\$26,510		\$30,000			
319	General Liability, Public Officials, Umbrella				\$38,718		\$44,289		\$45,000		\$55,000			
320														
321														
322	Other Expenses													
323														
324	Hospitalization (actual claims inc prescrip + TPA, reduced by emp contribs)				\$459,292		\$480,000		\$570,000 (4)		\$485,000 (3)			
325	Retirement				\$98,890		\$84,000		\$84,000		\$95,000			
326	Life				\$4,022		\$4,000		\$3,825		\$4,000			
327	Regulatory Commission Expense				\$2,546		\$5,091		\$15,000		\$1,000			
328	Miscellaneous & Administrative Expense				\$53,630		\$15,000		\$20,000		\$20,000			
329	Amortization of Property Loss				\$0		\$0		\$0		\$1,000			
330														
331	Maintenance													
332														
333	Office Equipment Maintenance				\$0		\$3,000		\$0		\$1,000			
334	Office Facilities Maintenance				\$18,355		\$9,000		\$9,000		\$9,000			
335														
336	Totals				\$1,073,199		\$1,137,738		\$1,171,846		\$1,099,026			
337														
338	1) Increase due to state-mandated cross connection program.													
339	2) Includes \$5k for staff attendance at national water meeting in Chicago.													
340	3) Utility is self-insured; annual costs vary depending on actual claims.													
341	4) Possible large claim under dispute													

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
345	SHEBOYGAN WATER UTILITY													
346	CAPITAL OUTLAY													
347														
348	YEAR 2016													
349														
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426	1) Water main projects: Schuchardt farm; Hwy OK south of Weeden Creek; North Ave, Calumet to N. 25th; Lake Shore Rd at N. 15th;													
427	10 hydrants and 10 valves. Paint 100 hydrants. \$2k leak detection.													
428	2) Switching to 20 year change-out period on residential meters but accelerating Orion radio read installations.													

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
432	SHEBOYGAN WATER UTILITY													
433	CAPITAL OUTLAY													
434														
435	YEAR 2016													
436														
437							Actual			Budget		Actual &		Budget
438							2014			2015		Estimate		2016
439	Lab Equipment													
440	2016	Autoclave												\$15,000
441	2016	Fluoride analyzer												\$6,000
442	2016	Chlorine analyzer												\$6,000
443	2014	Temperature-controlled water bath					\$1,448							
444	2014	Jar Tester					\$2,529							
445														
446	Office Furniture & Equipment													
447	2016	Phone System upgrade												\$30,000
448	2016	Copy machine replacement												\$10,000
449	2016	Folder/Inserter replacement												\$13,000
450	2016	Server storage												\$1,000
451	2016	Website upgrades												\$8,000
452	2016	Furniture replacements												\$2,500
453	2016	Keyless office entry system												\$4,000
454	2015	Collections Manager Program - Fiscal							\$5,500			\$5,500		
455	2015	Commercial shredder							\$7,500			\$7,500		
456	2015	Computer and technology equipment							\$15,000			\$15,000		
457	2014	Engineering room furniture replacement					\$9,348							
458														
459	Transportation Equipment													
460	2016	Replace 2003 GMC 1 ton dump												\$60,000
461	2015	Replace heavy duty trailer (14,000 lb capacity)							\$7,000			\$6,209		
462	2015	Replace 2006 backhoe							\$100,000			\$66,790		
463	2014	Replace 2003 GMC 3/4 ton pickup					\$26,813							
464	2014	Replace 2003 GMC 3/4 ton HD pickup					\$25,756							
465														
466	Power Operated Equipment													
467	2016	Replace concrete breaker												\$15,000
468	2015	Rock drill with bits							\$6,000			\$6,000		
469	2015	Electronic water leak detector							\$6,000			\$6,000		
470	2015	Pickup broom for skidsteer							\$7,000			\$7,000		
471														
472														
473	Engineering Department													
474	2016	Legal review of engineering documents												\$10,000
475	2016	AutoCad license renewals												\$2,500
476	2016	ESRI cloud storage space												\$2,000
477	2016	mobile tablet (2)												\$1,100
478	2016	GIS design consultation												\$10,000
479	2016	Digitize records, scanning and printing												\$5,000
480	2016	ArcGIS license for desktop												\$2,500
481	2015	Computer equipment, autocad renewals, ESRI cloud storage							\$8,000			\$8,000		
482	2015	Arc GIS for desktop basic							\$2,000			\$2,000		
483	2015	GIS design consultation							\$10,000			\$10,000		
484	2015	UV Disinfection engineering							\$180,000			\$180,000		
485	2015	Scan and digitize records							\$5,000			\$5,000		
486	2014	UV Disinfection engineering					\$286,988							
487	2014	Computer equipment, training and services					\$24,656							
488	2014	Design work and stabilization of retaining wall/driveway					\$26,547							
489														
490	Safety/Maintenance													
491	2014	Fall protection davit arm and bases					\$0							
492	2014	Replace aluminum build-a-box and aluminum trench shoring box					\$9,700							
493														
494		Total Other Capital					\$838,058			\$5,456,000		\$4,321,999		\$1,052,100
495														
496		Total All Capital Expenditures					\$2,523,308			\$7,401,000		\$6,266,999		\$2,678,200

II

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

Submitting various license applications.

City Clerk

COMMERCIAL OPERATOR'S LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1945	A & M Trees LLC	7230 Sauk Trail Rd.
3014	BBD	W2830 Cty. D, Cedar Grove
3039	Brians Lawn Service	1720 Marvin Ct.
1059	Castle Pine Land Improv.	W2626 Schneider Rd., Sheb. Falls
2797	D. J. Theisen Landscape Serv.	81 Center, Oostburg
2979	EA Services	991 Huron Trl., Sheb. Falls
2961	Eisentraut Lawn Care	404 Roosevelt Ave., Howards Grove
3042	Evergreen Lawn & Land LLC	412 Broadway St., Sheb. Falls
1798	Greenscape Lawn-Landscape	4837 Stonefield Rd.
1154	Harolds Landscaping LLC	W4740 Cty MM, Elkhart Lake
2609	Hillcrest Trees & Land.	N7497 State Rd. 32, Sheb. Falls
1202	Landmark Landscape Inc.	W3923 Cty O, Sheb. Falls
3105	Schultz Landscape LLC	3639 Koehler Dr.
1322	Serenity Farm Landscaping	2803 Old Park Rd.
1385	Stevie Bs Landscaping	N7332 Lakeshore Rd.
1943	T & M Lawn Builders/Care LLC	N4338 Claver Rd., Sheb. Falls
1770	TDN Utility Services	1075 Fond Du Lac Ave., Sheb. Falls
2280	Trepanier's Lawn & Snow Ser	W5975 Pheasant Ln., Plymouth

SECONDHAND ARTICLE/JEWELRY LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1132	Gibson Girls	322 Bell Ave.
2852	Heritage Showcase LLC	1614 Indiana Ave.

Consent

II

VI

R. C. No. _____ - 15 - 16. By FINANCE. November 2, 2015.

Your Committee to whom was referred R. O. No. 180-15-16 by the Director of Planning and Development submitting the 2016 BID Statement of Purpose dated October 13, 2015 from the Harbor Centre Business Improvement 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

IV

II

4.4

R. O. No. 180 - 15 - 16. By DIRECTOR OF PLANNING AND DEVELOPMENT.
October 19, 2015.

Submitting a request from Chad Pelishek, Director of Planning and Development, of the 2016 BID Statement of Purpose dated October 13, 2015 from the Harbor Centre Business Improvement District.

*Finance
Approve.*

Director of Planning & Development



8.

BID STATEMENT OF PURPOSE (10/13/2015)

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept was developed to utilize the historic strengths of the City – the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre plan. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks and good roads.

The BID funds will not be used for infrastructure improvements but rather will be used to recruit new businesses, promote the area, increase tourism, and organize special events.

BID BENEFICIARIES

A coordinated program aimed at increasing tourism within the Harbor Centre benefits all businesses within the BID boundaries.

The BID program is designed so that it benefits all business interests within the district.

RETAILERS:

Money generated through the BID assessment is used to develop programs to enhance the business climate in the Harbor Centre.

A comprehensive promotional program reinforces the existing promotional programs and creates new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

A business recruitment campaign helps by bringing in new businesses that will compliment existing retail uses. These new businesses will also generate increased traffic.

SERVICES PROVIDERS: Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers also benefit from the business recruitment program as new, compatible retailers and service providers are attached to the Harbor Centre. These new businesses represent potential new customers and clients.

INDUSTRIAL FIRMS: Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

PROPERTY OWNERS: Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. The property owner who has vacant property benefits from the business recruitment program as well, since it provides an opportunity to fill vacant space.

BID BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

HARBOR CENTRE DISTRICT COORDINATOR

FINANCE COMMITTEE

**DEVELOPMENT
COMMITTEE**

**ARTS, CULTURE,
AND FOOD COMMITTEE**

**CROSS MARKET & CONNECT
COMMITTEE**

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes

BID BOARD OF DIRECTORS

The Board shall consist of 12 members in size for two year staggered terms and are composed of five business owners, representing owners of commercial businesses in the district; six property owners, representing owners of commercial property in the district; and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

In addition, Board members should be representative of different areas within the district, as well as large and small businesses.

BID GOALS AND OBJECTIVES

To assure a continued and successful central area development effort, the Business Improvement District will adopt a set of goals designed to create a positive business climate in Harbor Centre. The Business Improvement District's Board of Directors will follow this approach and direct activities to meet these goals.

1. Management – The Board of Directors will maintain a professional staff member who will be responsible for the following:
 - a. Recruit new business to the district.
 - b. Coordinate activities with other development groups.
 - c. Interact with city government and work together on specific programs to enhance, beautify, and maintain the visual integrity of the district.
 - d. Lobby for redevelopment programs.
 - e. Act as a clearing house for information and maintain an up to date listing of available properties for sale or rent.
 - f. Manage activities day-to-day.
 - g. Collaborate with other community groups in providing special events within the district.
2. Economic Development – The Board of Directors will coordinate its activities with the Sheboygan County Chamber of Commerce, the Sheboygan County Economic Development Corporation, and the City. The committee will work to improve the economic environment of the Harbor Centre by developing a business retention and recruitment program.
3. Arts, Culture, and Food – The Board of Directors will leverage an Arts, Culture and Food District: Arts, culture and food related events and businesses represent a defining feature of Harbor Centre's character and economy. Leveraging this unique asset by coordinated marketing, representative streetscape elements, and complementary programming will reinforce this influence and expand the economic influence of art, culture, and food amenities throughout Harbor Centre.

4. **Connect and Cross Market** – The Board of Directors will improve physical and marketing connections, which will boost the ability of businesses to capitalize on the wide variety of amenities located in Harbor Centre. This strategy facilitates increased customer cross-over by introducing wayfinding elements for pedestrians, cyclists, and drivers. Establishing coordinated marketing activities is also a key part of this strategy.

BID SPECIAL ASSESSMENT AND EXEMPTIONS

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is \$2.60 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property.

In addition, the following minimums and maximums will apply:

- a.) BID fee would be a minimum of \$250.00
- b.) BID fee would be a maximum of \$8000.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.

2016 BID OPERATING BUDGET

Jan - Dec 16

Income

· Special Assessments	138,000.00
· Interest	100.00
· Website & Misc. Income	<u>1,900.00</u>

Total Income 140,000.00

Expense

· Wages	43,000.00
· Office supplies	400.00
· Postage	200.00
· Rent	3,600.00
· Taxes - Payroll	3,000.00
· Business Recruitment	1,000.00
· Telephone	500.00
· Travel & Meetings	3,400.00
· Audit and Accounting	4,000.00
· Brochure Expense	1,000.00
· Insurance	2,000.00
· Miscellaneous	50.00
· Computer and Printer	100.00
· Professional Fees	250.00
· Christmas Decorations	20,000.00
· Street Maintenance	500.00
· Beautification and Enhancement	22,000.00
· Marketing Expense	8,000.00
· Event Production	17,000.00

Committee Expense

· Arts, Culture, Food District	2,500.00
· Connectivity and Cross Market	2,500.00
· Major Projects	2,500.00
· Member Development	<u>2,500.00</u>
Total · Committee Expense	10,000.00

Total Expense 140,000.00

Net Income 0.00
=====



R. C. No. - 15 - 16. By LAW AND LICENSING. November 2, 2015.

Your Committee to whom was referred R. O. No. 182-15-16 by the City Clerk, license applications for the period ending December 31, 2015 and June 30, 2017; recommends that the following licenses be granted with various caveats:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3069	Time and a Half LLC	2518 N. 15 th St. - one-day event to be Held 11/14/15 to include current premise and east side of building from fence to corner and SE corner to driveway.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3159	Big Mikes Sports Bar & Grill	911 Indiana Ave.

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

FERMENTED MALT BEVERAGE LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3022	Paradigm	1202 N. 8 th St.

CLASS "C" WINE LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3022	Paradigm	1202 N. 8 th St.

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

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0932	Cortez, Goya Elena	1725 N. 8 th St.
0927	Heinen, Allison C.	1325A N. 11 th St.
9401	Jantz, Crystal P.	2006 S. 22 nd St.
8115	Leonard-Froh, Sheryl M.	1605 Blocki Ct.
0929	Mayr, Cherilyn A.	1913 Wiemann Ave.
0931	Riddell, Erik Scott	2723 N. 12 th St.
*0934	Rosa, Emily A.	2226 Wedemeyer St.

Consent

IV

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

0933 Spettel, Ricky G. (Club) 612 Superior Ave.
0332 Warner, Cheryl L. 1608 Union Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0926	Jaber, Ali M.	3330 S. 11 th Pl., #1
0928	Matthews, Gregory Allen	4106 Driftwood Ct., #B103

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. - 15 - 16 . By LAW AND LICENSING. November 2, 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 the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9781	Nemeth, Jessica N.	1036B Ontario Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0923	Thomas, Devonte L.	812 Pennsylvania Ave., #4

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

IV

VII

R. C. No. _____ - 15 - 16. By FINANCE. November 2, 2015.

Your Committee to whom was referred R. O. No. 181-15-16 by the City Clerk submitting a petition from residents of Sheboygan asking the Mayor and their representatives on the City Council to reject the proposal to levy a \$20 wheel tax on the citizens of Sheboygan; 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

IV

II

Other Matters

8.2

R. O. No. 181 - 15 - 16. By CITY CLERK. October 19, 2015.

Submitting a petition from residents of Sheboygan asking the Mayor and their representatives on the City Council to reject the proposal to levy a \$20 wheel tax on the citizens of Sheboygan.

~~Finance~~
File

City Clerk

8.5

II

181

City of Sheboygan

No wheel Tax

We the undersigned residents of Sheboygan call upon Mayor VanAndersteen and our representatives on the city council to reject the proposal to levy a \$20 wheel tax on the citizens of Sheboygan.

As residents of Wisconsin, we already pay a \$75 annual registration fee and some of the highest gas taxes in the country. A regressive wheel tax disproportionately harms lower income and working families in Sheboygan. By increasing transportation costs on working families, the city would be limiting people's ability to find employment and opportunity.

Please listen to the voices of the people of Sheboygan and reject this harmful and regressive new tax on families.

FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Diana Rammingjer	2203 Erlene AVE Sheboygan		drammingjer.dr @gmail.com	920 889 9825
LaShannon G. Blackmer	1549 S. 11 th		LaShannonBlackmer @gmail.com	414-758-7960 920-917-2633 *
Sherrin Brockman	1127B Ontario Ave. Sheb.			920-917-2633 *
	1903 N 10 th	 3373 Euclid Ave	KarinXiongXiong @yahoo.com	920-207-7959 ✓
Tara Zimmerer	94 Lake Court			920 287- 7457
Cal Johnson	1906 S 15 th			(920) 918 - 0965
Jennifer Brown	1627 S. 17 th			920- 783-6304 ✓

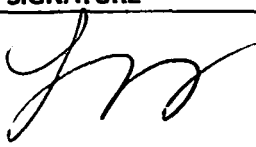

City of Sheboygan

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
LARRY YANG	2823 SOUTH 10TH ST SHEBOYGAN WI			120 265-7736
2819 S. ADELE	10 ST WIESE	Adela Wiese		457-7215
Wendy Van Sluys	2727 S. 10th St Sheboygan	Wendy Van Sluys	wendyvan@sheboyganwi.gov	
NAIL XIONG	2711 S. 10th SHEBOYGAN 53081		nxg9891@ gmail.com	
Vickie Gephart	2627 So. 10th	Vickie Gephart		458-4213
Gary Gephart	2627 So. 10th	Gary Gephart		458-4213
Melanie Perkins	2607 S 10th St	Melanie Perkins		920 451-1856

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
GILBERT BRUCKMUELLER	2819 S. 9 TH	Gilbert Bruckmuller		
Patty Kantman	2907 S 9 th	Patty Kantman		452-1404
Karl Buchanan	2907 S 9 th ST	Karl Buchanan		627-2566
Tracy Buchanan	2907 S 9 th ST	Tracy Buchanan		627-2466
ROVARD TEJKE JR	2919 S. 10 th ST.	Rovard Tejke JR		(920)254-3032
Catherine Dudley	821 Leland	Catherine Dudley		920 254 0919
Tom Dudley	821 Leland	Tom Dudley		920 254 7607



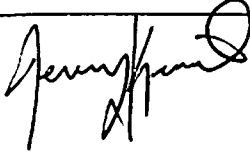
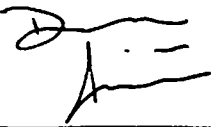
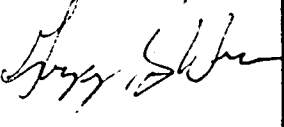
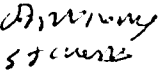
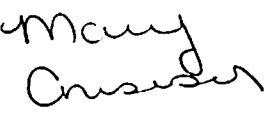
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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Rachel Meyer	2107 S 9th			715 577 6407
Tami Meyer	2107 S 9th			715-382-6463
Jeremy Kranick	2109 S 9th			(920) 287-8895
Damian Avina	2207 S. 9th st			(920) 287-4910
Greg Jester	3-11 Hickland St			(920) 345-2841
Anthony Stevens	2319 South 9th Street			920 287 8410
MARY Christensen	2319 S. 9th Street			(920) 287- 5293

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Bernett E Mihelich	2317 So 9th	B E M.		920 4521362
Grace Carpenter	841 Mead Ave	Grace Carpenter		920-917- 4109
Bryce Kachulmaw	2517 So. 9th St	Bryce Kachulmaw		
ELOY Garcia	2523 59th	Eloy Garcia		920-912-7696
Joann Hinz	2422 E Maple St.	Joann Hinz		
Brian MERIER	2711 S 9th St	Brian Merier		
Joseline Santiago	2705 S 9th St Sheboygan WI 53081	Joseline Santiago		414-734-9895

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Adam / Muster	126 Walnut St	Adam / Muster		(920) 287- 5124
Darlene	3625 Sauneman	Darlene		920-284 -0635 ✓
Kathy Martechnik	2232 N 74th Sheboygan WI 53083	Kathy Martechnik		920-917- 8191
Martin Gonzalez	2302 N. 11th St.	Martin Gonzalez		
James Semsch	512A S 13th St	James Semsch		920-451-0303
Saowonee Semsch	512A S. 13th St.	Saowonee Semsch		920-451-0303
Karen Hanks	5430 Cent Path Rd Sheboygan	Karen Hanks		918-428 ✓

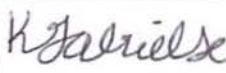






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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Kristina Gabrielse	920 N. 26th St. Sheboygan, WI 53081			
Andrew Gabrielse	920 N. 26th St. Sheboygan, WI 53081			
Bill Baumgardt	302 North RIVER PKY Howards Grove			
BOB TERVES	2433 MAYFLOWER 53083			
Kathy Lopez	62265 NORTH ST			
CHONG YAN	1022 Kentucky Sheboygan WI 53081			
LUKE YAN	1022 Kentucky Sheboygan WI 53081			

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Bob Woodwin	1623 gleyana	Bob Woodwin		458-9006 ✓
Maury Hessbrooks	1734 N 28th st	Maury Hessbrooks		457-6319
Trout Klein	4409 Superior Ave	Trout Klein		
MARIE GRUENKE	2814 S 18	Marie Gruenke		4581419
DENISE WEBER	4009 S 15	DENISE WEBER		⊙
Walter E. Isbell II	3110 S. BUSINESS DR	Walter E. Isbell II		⊙
Aiissa Knoebel	2610 Lakeshore Drive	Aiissa Knoebel		

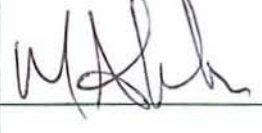
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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Christine Kreutz	2710 S. 18 th St.		Chris_in_Sheb@yahoo	920-627-9557
Krystle Ramirez	1611 S. 12 th St.		chicanaboy@gmail	(920)453-8721
Andrew Kerr	1141 Cherry Lane			
Dylan Dortman	2314 N 7th		dortman1@me.com	920 912-2396
Matthew Abraham	1518 S. 20 th St.		muskydang@shebo.com	920-912-4589
Ken Yang	1715 N. 12 th St.		agentyang007@gmail	517-512-8167
May Vanhus	2526 Calumet Dr.			457-4328

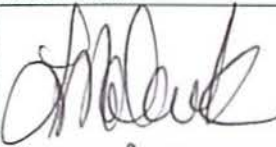


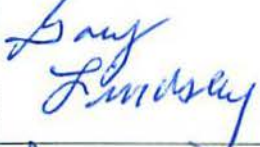
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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Lora Malanick	613 Huron Ave, Sheb. WI 53081		lmalanick@hotmail.com	
Dawnie Breiter	510 N. 5th St.		dawnman0@yahoo.com	
Kayla Benr	2312 N 7th St		KaylaBenr1990@gmail.com	
RON BRUEYER	919 Wisconsin Ave.			920-457-5524 ✓
Russell Dear	3314 N 118			
GARY LINDSLEY	2420 N. 29th St.			458-3848 ✓
JACK MEADE	2366 ERIC AVE SHEBOYGAN		Jack.meade@yahoo.com	920-783 8592 ✓

City of Sheboygan

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Linda A. Carriveau	708 Georgia Ave. Sheboygan, WI 53081	Linda A. Carriveau		920 917-7997 ✓
Aunt Brandy	2534 Lakeshore Dr.	Aunt Brandy		254-8477 ✓
Connor Carrier	2422 Terrace View Dr.	Connor Carrier	ConnorCarrier@gmail.com	
Nicole Brady	725 Alabama Ave	Nicole Brady		
Lorenzo Garcia	1019 Superior Ave	Lorenzo Garcia	CuhlorRed@gmail.com	
Mauranda Jewell	2011 N. Water St Apt 501	Mauranda Jewell	Johnmaurteau@gmail.com marlaesbaby25@gmail.com 414 213 4467	
SUZANNE DENNIS	3609 S. 17th Pl. Sheb.	Suzanne Dennis		

City of Sheboygan

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Please listen to the voices of the people of Sheboygan and reject this harmful and regressive new tax on families.

FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Jessica Barthels	1404 N 27th St. Sheboygan, WI 53081			(920) 226-1521
Jayne Hansen	3022 Michigan Ave. Sheboygan WI. 53081			920-287-5062
Ma Xiong	1111 Union Ave. Sheboygan, WI			(920) 791-7542
DANA KIRCHSTEIN	1512 S. 9th St. Sheboygan, WI			(920) 988-7637
Traci Kelly	909 Ontario Ave. Apt. 503			(920) 889-6960
Paris Hampton	1950 N 4th St 53081	P. Hampton		414 782-2151
	1535 S. 6th St.			

**City of Sheboyga
No wheel Tax**

Wendy Herr
collected signatures.

We the undersigned residents, _____
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our representatives on the
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As residents of Wisconsin, we al
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Please listen to the voices of the p
families.

regressive new tax on

FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Carolyn Stewart Jeffery Frost	4215 Wagonwheel Ct. 1302 S 24th St	Carolyn Stewart Jeffery Frost	carolystewart@sheboyganwi.gov	512-571-2121 (920) 331-7044
Jess Frost	1302 S 24th St Sheboygan WI	Jeffery Frost		920 331-7044
LOWRESTA WILSON	2201 E Erie Ave SHEBOYGAN, WI	Lowresta Wilson		920 254-5556
Peter Tenpas	1036A Union Ave Sheb	Peter Tenpas		920 4580887
David J. Berth	1419 Forsythe Ave Sheboygan WI 53081			920 920 (946-6173
Sandy Schroeder	2041 N Elm Sheboygan WI	Danna Schroeder		-
Carol Praskowski	1629 W 3rd St Sheb Wis 53081	Carol Praskowski		920 4584099

City of Sheboygan

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Jenny Kaas	2201 Eric St	Jenny Kaas		920-627-3795
LORI Heinrich Lori a M	#2A 2217 Terrace View	Lori a M		920-226-9744
Sharon DeKoster	3212 Saemon St. Charles Ave Apt 207	Sharon L.		920-917-4593
Sue Seiberling	2133 S. 15th	Sue Seiberling		920-889-8158
Diane Oonk	434 Clarendon Ave	Diane Oonk		920-803-8508
Mary Ellen Bresky	1417 Castle Ave.	Mary Ellen Bresky		920-488976
Catherine Vandijk	2429 Cross Creek	Catherine A. Vandijk		920-452-4404

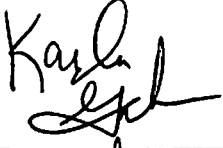
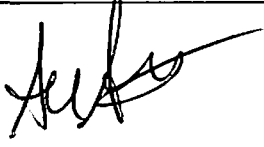
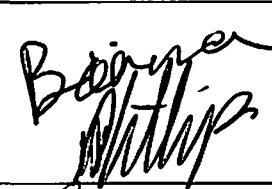

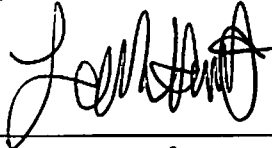

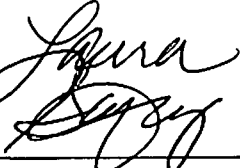
City of Sheboygan

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Kayla Gabrielse	828 Humboldt ave. Sheboygan, WI 53081		amisonkayla@gmail.com	920 207 8343
Amanda Seefeldt	9174 St. James Ct Sheboygan, WI		amanda.seefeldt@gmail.com	920-889- 5318
Brianna Phillips	830 N. 10th St. Apt. 101		mathwiz1212@gmail.com	920-838 5788
Brian Hoffman	1703 Illinois Ave.		tannermax720@gmail.com	920 254 8843
Lean Hubert	1216 N 7th Sheb. WI		duskoftheraven@gmail.com	920 941 5208
Sydney Werner	3741 S. 10 St. Sheboygan, WI		sydneyrosesxx@hotmail.com	920- 458- 8912
Laura Safly	1804 N. 6th Sheboygan, WI		dellsafly@gmail.com	920 459 9363

City of Sheboygan

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Carl Niemuth	W 1304 Stoklyk- Ingels Rd.	Hail Niemuth	gniemuth6@gmail.com	564-6366
Jordyn Pieper	122 Lolie Ct.	Jordyn Pieper	justjordyn10@gmail.com	(920) 838-4650

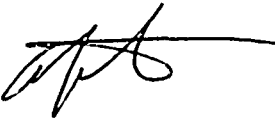
City of Sheboygan

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Wanda Brennan	2321 S 10 th St Sheboygan	Wanda Brennan		920 461-4690
Arleigh Stuetgen	2311 S 10 th			

City of Sheboygan

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Allison Hendricks	2320 S 10 St Sheboygan WI 53081	Allison J Hendricks	annison@ yahoo.com	889-0883
Brian Meinell	2312 South 10 th St Sheboygan WI	Brian		889-1270
Mary Jane Schreeter	2307 S. 10 Sheboygan	Mary Jane Schreeter		457-5464


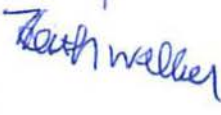
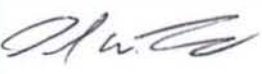
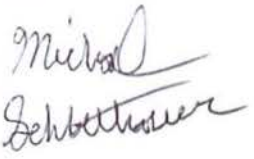
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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
SCOTT WIRTZ	2435 CENTER AVE		highorsegunworks@SBCGLOCAL.NET	
Heith walner	1530 NORTH 8TH ST Sheboygan			920-254-4339
Dave Telander	815 National Ave			920-912-5009
Michael Schlottbauer	3321 S 11 PL			946-9053

City of Sheboygan No wheel Tax

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
TARA WASMER	717 National Sheb, 53081		twasmer8@gmail.com	
Frank Castle	1615 National Ave		N/A	N/A
JASON WANG	1630 N. 7 TH ST		N/A	N/A
Lisa & Dale Mergenau	1717 N. 8th Sheboygan WI	Lisa Mergenau	N/A	920- 226-1217
Sara Tremblay	728 Superior Ave		N/A	N/A
Elissa Ludwig	1505 N 8 th ST	Elissa Ludwig	N/A	453-8457

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Louise Mertes	8 South Hiawatha CIR Sheboygan	Louise M. Mertes		920 458 1094
Lisa Perry	1124 N. 12 th Sheboygan	Lisa Perry		452-5704
Colleen Mulbrook	4924 S. 9th St Sheboygan WI	Colleen Mulbrook		920 207 4260
Chathia	1426A S. 12 th	Chathia		920 803 9190
Jessa Roathel	1740 S. 14 th Sheboygan	Jessa Roathel		920-918-3844
L. Adams	1614 N 9 th Sheboygan	L. Adams		920-234- 8296
Sarah Felde	916 Huron AVENUE	Sarah Felde		920-222- 0609

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Katherine Birtell	2503 S 9th St	Katherine Birtell	youre my rock@gmail.com	920-980-4535
Cali Faith Wiley	2503 S 9th St	Cali Wiley	caliwe12345@gmail.com	(920) 627-2691
Dana Oliver	625A N 8th St	Dana Oliver		980-6844
Gerald FISCHEL	3215 D WEST MEADOWS CT.	Gerald Fische	" "	" "
JUDITH FISCHEL	3215 D WEST MEADOWS CT.	Judith Fische	—	—
Avery Stuebs		Avery Stuebs	aveconator@hotmail.com	920-287-6390
Ethan DeMaster	1863N County Road CC Cedar Grove	Ethan DeMaster	—	—

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Debra Steffen Andrew Steffen	2718 S. 10 th St. Sheboygan, WI	Debra L. Steffen	aps112506@yahoo.com	
Kathryn Badtke	1521 Ohio Ave Sheboygan WI	Kath Badtke	kbadtke@charter.net	
Mark Seefeldt	2414 S 10	MARK SEEFELDT		
TOD FREDRICKSON	2419 S. 10 th St Sheboygan WI	Tod Fredrickson		
JEANNE SEEFELDT	2414 S 10 Sheboygan	Jeanne Seefeldt		
Lori Booth	2410 S. 10th Sheboygan	Lori Booth		458-6216
Tim Madson	2404 S. 10 th Sheboygan	Tim Madson		

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Josce	St 16 27	Josce		920 4008692
Runt Plat	2722 S 9th Sheboygan	Runt Plat		414-801-2310 92
Michael Genais	2722A S. 9th St Sheboygan	Michael Genais		(920) 912- 3355
MIKE MARKARY	1005 Wilson Ave	Mike Markary		(920) 277-7246
Ryan Hyink	2924 S. 10th St	Ryan Hyink		920-980-5539
Sarah Eischen	2720 S. 10th St.	Sarah Eischen		920-207-2127
Mary Pippert	2728 S. 10 St. Sheb.	Mary Pippert		920-452-7592


City of Sheboygan

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
DEW COWLES	2322 59th	DeW Cowles		452-4304
Nicole Man	2307 N40			414 975- 5196
Jeffrey Post	2414 South 9th	Jeffrey Post		889-8322
Katy Ries	2502 South 9th	Katy Ries		208-6443
Carolyn Eiden	2606 South 9th St	Carolyn Eiden		457-8627
David Eiden	2606 South 9th St	David Eiden		457-8627
Rebecca Sharpe	2620 S. 9th St.	R. Sharpe		6270182






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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Brittany Williams	2106 S 9th St		bgreene2289@gmail.com	
Andra Stauffer	2112 SOUTH 9TH ST. S3081			920 698 0555
Marty Stauffer	2112 S 9th St. Sheboygan WI			920-912-8073
MARCI MILLER	2206 S 9th St			920-457-4522
Devin Bailey	2217 S 9th St.			920-913-7855
Heather Alvarez	2304 S. 9th Street	Heather Alvarez		920-208-3680
Veronette Cowles	2322 S 9th St	Veronette Cowles		920 457-4304

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FULL NAME	ADDRESS	SIGNATURE	EMAIL	PHONE
Mary Ann Wlebelinski	920 Milwaukee Ave Howard Grove	Mary Ann Wlebelinski		
Amanda Hox	1414 Dutch Gk Oostburg, WI	[Signature]		920-918-0051
Josh Frac	608 S 26th St Sheboygan WI 53081	[Signature]		
Gail Ternes	2433 Mayflower, Sheb WI 53083	Gail Ternes		* 920 452-5631
Josh Garcia	1633 Humboldt Ave Sheb WI, 53081	Josh Garcia	John	
Roger Manner	2202 MEADOW LAND DR. APT. 102	Roger Manner		✓ 920-452-3227
MARK Blinkman	611 N Water Apt 314	Mark Blinkman		920-287-9332

JOHN Kleun 4909 Superior John Klein

IV

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. November 2, 2015.

Your Committee to whom was referred Gen. Ord. No. 30-15-16 by Alderperson Lessard creating section 10-47 of the Municipal Code, entitled "Duties of Persons Serving Alcoholic Beverages" so as to regulate the behavior of persons licensed to serve alcohol; recommends that the document be placed on file.

?

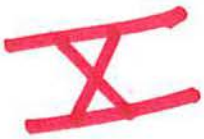
_____ Committee

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

XI



7.2

Gen. Ord. No. 30 - 15 - 16. By Alderperson Lessard. October 19, 2015.

AN ORDINANCE pursuant to sec. 125.10, Wis. Stats., creating section 10-47 of the Sheboygan Municipal Code, entitled "Duties of Persons Serving Alcoholic Beverages" so as to regulate the behavior of persons licensed to serve alcohol.

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

Section 1. Section 10-47 of the Sheboygan Municipal Code, entitled "Duties of Persons Serving Alcoholic Beverages" is hereby created to read as follows:

"Sec. 10-47. *Duties of Persons Serving Alcoholic Beverages.*

- (a) No person shall drink or consume any alcoholic beverage while on duty as an employee or otherwise serving intoxicating liquor or fermented malt beverages in a licensed premise.
- (b) No person shall serve intoxicating liquor or fermented malt beverages while intoxicated. A person shall be presumed intoxicated if they have a blood or breath alcohol concentration of .08 or more. The result of a preliminary breath test is admissible evidence of intoxication.
- (c) No person serving intoxicated liquor or fermented malt beverages shall refuse to submit to a test of their breath or blood alcohol content by any reasonable test, including a preliminary breath test, requested by an officer with reasonable suspicion to believe the person may be intoxicated or may have been consuming alcoholic beverages while on duty.
- (d) Any person violating the provisions of this section shall be subject to the following penalties:
 - (1) A forfeiture of no less than \$100 for a first offense within three years.
 - (2) A forfeiture of no less than \$250 for a second offense within three years.
 - (3) A forfeiture of no less than \$500 for a third or greater offense within three years."

57

30



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.

Quinn J. Zussard

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

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

VI

R. C. No. - 15 - 16. By PUBLIC PROTECTION AND SAFETY. November 2, 2015.

Your Committee to whom was referred R. O. No. 186-15-16 by the Chief of Police submitting his quarterly report showing activities of the department for the period 7/1/15 and ending 9/30/15; 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

4.8

R. O. No. 186 - 15 - 16. By CHIEF OF POLICE. October 19, 2019.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing July 1, 2015 and ending September 30, 2015.

Part I Crimes	JUL		AUG		SEP		2015 TOTAL 3rd QTR Actual Offenses	2014 TOTAL 3rd QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	1	1	3	1	4	2	8	5
Robbery	1	1	0	0	0	0	1	3
Aggravated Assault	9	8	11	10	18	19	38	20
Burglary	23	7	9	2	15	0	47	46
Theft	131	44	99	42	94	38	324	341
Vehicle Theft	2	1	5	1	3	3	10	8
Arson	0	0	1	0	0	0	1	2
Total Part I Crimes	167	62	128	56	134	62	429	425
Total Current Actual Offenses	429		Total Current Cleared			180		
Same Quarter Last Year	425		Same Quarter Last Year			149		

*PPS
Acc File*

Traffic Arrests	
JUL	146
AUG	154
SEP	145
Current Quarter	445
Same Quarter Last Year	521

Other Arrests	
JUL	341
AUG	294
SEP	354
Current Quarter	989
Same Quarter Last Year	1228

Accidents Investigations	
Current Quarter	429
Same Quarter Last Year	404

Total Arrests	
Current Quarter	1434
Same Quarter Last Year	1749

Property	JUL	AUG	SEP	Current Quarter	Same Quarter Last Year
Value Property Stolen	40,904	123,947	64,865	229,716	129,748
Value Property Recovered	10,061	21,703	11,915	43,679	23,549
Percent Recovered	25	18	18	19%	18%

Chief of Police Christopher D. Domagalski

VI

R. C. No. - 15 - 16. By PUBLIC PROTECTION AND SAFETY. November 2, 2015.

Your Committee to whom was referred R. O. No. 187-15-16 by the City Clerk submitting a petition from Jane Abromaitis et al. regarding parking on Broadway (between S. 12th St. and S. 13th St.) creating an obscured view; 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

IV

II

4.9

R. O. No. 187-15-16. By CITY CLERK. October 19, 2015.

Submitting a petition from Jane Abromaitis et al regarding parking on Broadway (between South 12th and 13th St.) creating an obscured view.

~~PP+S~~
ac + file

City Clerk

2.4

181

II

PETITION

OCT 12 1954

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

The petition of the undersigned residents of the City of Sheboygan respectfully represents: That your petitioners are residents of said city, and that each of them resides at the address written below after their names.

AND they petition your honorable body to take note of an unsafe situation. We live on North 12th + 13th streets between Broadway and Clara. There are 17 houses on the alley. It is a dead end alley only accessible from Broadway. Our situation is when going south to exit there are vehicles parked on Broadway close to the exit, sometimes parked over the alley exit. With vehicles parked so close, it obscures our view of cars on Broadway from both directions. There was an accident on Monday Oct 5th at 8:30 AM. They could not see because of parked vehicles. Please consider signs giving us at least 1 or 1 1/2 car lengths on both sides of our exit so we can leave safely. Thank you.

SIGNATURE OF PETITIONER	ADDRESS STREET & NUMBER	DATE OF SIGNING
Jane Abromaitis	1633 S. 13 th St Shel	10-10-15
Shanique X Stone	1623 S. 13 th St Shel	10-10-15
Lance Moths	1631 South 13 th St. Shel	10-10-15
Erwin Ott	1609 S. 13 St	10-10-15
John / M	1533 S 13 th	10/10/15
Heather Greger	1531 S 13 th St.	10/10/15
Cecilia Kettle	1640 S 12 th St	10/10/15
Al CR	1612 S 12 th St	10/10/15
Ed Stappal	1608 S. 12 th St	10/10/15
Naomi Becena	1613 S 13 th St	10/10/15
Stanley Hansen	1634 S. 12 th St.	10-10-15
Mariad Hernandez	1628 S 12 th St	10-10-15
Shamara Henning	1616 South 12 th St	10-11-15
Erin BANEZ	1626 S. 12 th	10-11-15

~~Terry Wright Nicholas Love~~
~~Shirley Wright Tyshak Love~~
~~Lore Garcia~~

Sara Garcia

1607 S 13th St.

1603 S 13th St

1215 Broadway, Shel

10/11/15

10/11/15

10-12/15

she lives across the street on Broadway.

she goes in & out of the alley to pick up her young grandchildren. Her vehicle was involved in accident on 10-5-15

I talked to 18 houses. only 1 didn't sign because he has a high vehicle - of course most houses have multiple drivers and agreeded immediately. Jane A.

~~IV~~

R. C. No. _____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. November 2, 2015.

Your Committee to whom was referred Gen. Ord. No. 31-15-16 by Alderperson Carlson relating to adding no parking 7:00 a.m. to 4:00 p.m. on school days only on the west side of S. 8th St. north of Georgia 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

XI

X

7.3

Gen. Ord. No. 31 - 15 - 16. By Alderperson Carlson. October 19, 2015.

AN ORDINANCE relating to adding no parking 7:00 a.m. to 4:00 p.m. on school days only on the west side of South 8th Street north of Georgia Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized," the west side of South 8th Street from 120 feet north of the north curb line of Georgia Avenue to 182 feet north of the north curb line of Georgia Avenue to 120 feet north of Georgia Avenue is hereby added to the list of locations where parking is prohibited from 7:00 a.m. to 4:00 p.m. on school days only.

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

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

*PP+S.
approve.*

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

1.7

18



IX

R. C. No. _____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. November 2, 2015.

Your Committee to whom was referred Gen. Ord. No. 32-15-16 by Alderperson Carlson relating to adding no parking, stopping or standing anytime on the west side of S. 8th St. north of Georgia 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

XI

~~IX~~

7.4

Gen. Ord. No. 32 - 15 - 16. By Alderperson Carlson. October 19, 2015.

AN ORDINANCE relating to adding no parking, stopping or standing anytime on the west side of South 8th Street north of Georgia Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized," the west side of South 8th Street from the north curb line of Georgia Avenue to 50 feet north of Georgia Avenue is hereby added to the list of locations where no parking, stopping or standing is permitted.

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

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

PP+S
approve

Thom D. Ah

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

4.5

39



II

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

Submitting a Notice of Claim and Claim - Itemized Statement of Belief in the matter of Ricky J. Van Der Vaart against the City of Sheboygan.

Finance

City Clerk

III

NOTICE OF CLAIM AND CLAIM – ITEMIZED STATEMENT OF RELIEF

To: Susan Richards
City of Sheboygan Clerk
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081

Pursuant to Wis. Stat. §893.80, Ricky J. Van Der Vaart (Van Der Vaart), residing at 6666 South 12th Street, Sheboygan, Wisconsin 53081, by his attorneys, Rohde Dales LLP, hereby provides this Itemized Statement of Relief sought against the City of Sheboygan (the City) as follows:

Liability

See the Notice of Claim attached hereto as Exhibit A, which was personally served upon the City on March 30, 2015, for a written notice of circumstances giving rise to the claim. See also the Discrimination Complaint attached hereto as Exhibit B.

Damages

Van Der Vaart has suffered damages as a result of the actions described in Exhibit A and Exhibit B. The following are Van Der Vaart’s itemized damages:

1. Unpaid health/dental benefits in the amount of \$1911.12 (see attached May 26, 2015 letter)
2. After being terminated, the City refused to pay Mr. Van Der Vaart his holiday pay for Christmas Eve 2014, Christmas Day 2014, and 2014 New Year's Eve Day. The total amount owed is 24 hours x \$23.36 per hour which totals \$560.64.
3. Attorneys fees and costs from December 31, 2014 forward.

Dated this 21st day of October, 2015.

ROHDE DALES, LLP

By Anthony J. Resimius
Anthony J. Resimius
A Member of the Firm
State Bar No. 1037195

P.O. Address:
607 North 8th Street, Suite 700
Sheboygan, WI 53081
Telephone (920) 458-5501
Facsimile (920) 458-5874

RAM
 Process Server
 Date 10/22/15 Time 11:45 A.M. P.M.
 Served Upon Susan Richards
828 Center Avenue Sheboygan
 Personal Substitute
 Posted Corporate

Process Server
Date _____ Time _____ A.M. - P.M.
Served Upon _____
[Personal]
[Substantia]
[Corporate]

NOTICE OF CLAIM

Process Server RAM
Date 3/30/15 Time 9:15 A.M. - P.M.
Served Upon Susan Richards
828 Center Avenue, Sheboygan
 Personal Substitute
 Posted Corporate

To: Susan Richards
City of Sheboygan Clerk
828 Center Ave., Suite 100
Sheboygan, Wisconsin 53081

Pursuant to Wis. Stat. §893.80, Ricky Van Der Vaart, residing at 6666 South 12th Street, Sheboygan, Wisconsin 53081, by his attorneys, Rohde Dales LLP, hereby provides this Notice of Claim against the City of Sheboygan as follows:

Liability

On or about December 30, 2014, the City of Sheboygan (the City) informed Ricky Van Der Vaart that he would not be allowed to return to work and terminated his employment. The City confirmed its decision to terminate Mr. Van Der Vaart on or about January 2, 2015. The termination of Mr. Van Der Vaart and the failure to accommodate Mr. Van Der Vaart is in violation of both the Americans with Disabilities Act and the Wisconsin Fair Employment Act.

Damages

Mr. Van Der Vaart intends to seek damages including, but not limited to, reinstatement, back pay, back benefits, costs, and attorney's fees.

Dated this 27th day of March, 2015.

ROHDE DALES, LLP

By Anthony J. Resimius
Anthony J. Resimius
A Member of the Firm
State Bar No. 1037195
Jacob R. Sundelius
An Associate of the Firm
State Bar No. 1096476

P.O. Address:
607 North 8th Street, Suite 700
Sheboygan, WI 53081
Telephone (920) 458-5501
Facsimile (920) 458-5874



Discrimination Complaint Wisconsin Fair Employment Law

ERD Case #
 CR

For office use only

Authorization for this form is provided under Section 111.39(1), Wisconsin Statutes.
 Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

READ instructions on page two FIRST then type or print in black ink.

1. Complainant Information

First Name RICKY		
Middle Initial J		
Last Name VAN DER VAART		
Street Address/PO Box 6666 S. 12th Street		
City Sheboygan	State WI	Zip Code 53081
Telephone Number ()		
E-Mail Address n/a		
May we call the Complainant at work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Work Telephone Number () Ext. n/a		

2. Respondent Information

The company , agency, or union you believe discriminated against you. Name only ONE Respondent per form. Do not name an individual person as Respondent.		
Name CITY OF SHEBOYGAN		
Street Address/PO Box 828 Center Avenue, Suite 204		
City Sheboygan	State WI	Zip Code 53081
Telephone Number (920) 459-4076 Ext.		
In what Wisconsin county did the violation take place? Sheboygan		

3. CHECK ONLY THE BOXES THAT WERE THE REASON FOR DISCRIMINATION

If you checked a box with an *, the statement in that box **must** be completed.

I believe the Respondent(s) discriminated or took action against me **because**

<input type="checkbox"/> of my race * which is	<input type="checkbox"/> of my conviction record	<input type="checkbox"/> of polygraph testing
<input type="checkbox"/> of my creed (religion) * which is	<input type="checkbox"/> of my age (40 or older) * my date of birth is	<input type="checkbox"/> of my military service
<input type="checkbox"/> of my sex * which is	<input type="checkbox"/> of my marital status * which is	<input type="checkbox"/> of my use or nonuse of lawful products
<input type="checkbox"/> of my pregnancy or maternity	<input type="checkbox"/> of my sexual orientation * which is	<input type="checkbox"/> of genetic testing
<input type="checkbox"/> of my national origin/ancestry * which is	<input type="checkbox"/> of my color * which is	<input type="checkbox"/> of my arrest record
<input checked="" type="checkbox"/> of my disability * which is Back Condition (See Below)	<input type="checkbox"/> I filed a previous discrimination complaint with Equal Rights Enter Case Number: CR	<input type="checkbox"/> I opposed discrimination in the workplace (refer to directions (c))
<input type="checkbox"/> I declined to attend a meeting or to participate in a Communication about Religious matters or political matters		
<input type="checkbox"/> I previously filed a family/medical leave complaint with the Equal Rights Division Enter Case Number: CR	<input type="checkbox"/> I testified or assisted with a discrimination complaint filed with the Equal Rights Division Enter Case Number: CR	
<input type="checkbox"/> I previously filed a wage and hour complaint with the Equal Rights Division Enter Case Number: LS	<input type="checkbox"/> The employer believed that I was going to file a wage and hour complaint with the Equal Rights Division	

4. Dates of discrimination (Required; estimate if unsure)

Date the discrimination began? Mm/dd/yyyy December 31, 2014	Date of the most recent discrimination? Mm/dd/yyyy continuing
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EQUAL RIGHTS COMPLAINT PROCESS INFORMATION SHEET

Please complete and return this sheet with your completed complaint. This information is necessary to process your complaint effectively.

Complainant First Name RICKY	Complainant Middle Initial J	Complainant Last Name VAN DER VAART
Current Date 10/22/2015	Complainant Date of Birth (requested for identification purposes) mm/dd/yyyy 3/27/1961	

Contact Information (Important! The Complainant must notify the Equal Rights Division, if there is a change of address or telephone number. If we are unable to locate the Complainant, the complaint may be dismissed.)

Is there a telephone number where the Complainant can be reached between 7:45 a.m. & 4:30 p.m.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, provide the area code and telephone number
--	--

Please provide the name, address, and telephone number of someone who does not reside with the Complainant but who will know where to reach the Complainant.

Contact Person Name Attorney Anthony Resimius	Relationship to the Complainant Attorney			
Street Address 607 N. 8th St., 700	City Sheboygan	State WI	Zip Code 53081	Telephone Number 920-458-5501

Employer Information

Approximate number of employees at all of the employer's work locations <input type="checkbox"/> Less than 15 <input type="checkbox"/> 15-100 <input type="checkbox"/> 101-200 <input checked="" type="checkbox"/> 201-500 <input type="checkbox"/> More	Type of Business City
Does another company own the employer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure	If yes, please provide the name of that company n/a

Filing with other Agencies

Have you filed a complaint in this matter with any other agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, name of agency n/a	Date filed with the other agency
---	--------------------------------------	----------------------------------

Settlement Information

Complete this section if the Complainant was or still is employed by the employer.			
When was the Complainant hired? 7/1/1993	What was/is the job title? Laborer I	Is the Complainant still employed by the Respondent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Complete this section if the Complainant is no longer employed by the employer.			
How did the Complainant's employment end? <input type="checkbox"/> Discharged <input type="checkbox"/> Quit <input type="checkbox"/> Laid off <input type="checkbox"/> Retired <input type="checkbox"/> Other	Date Employment Ended	Pay Rate at End	Hours per Week
If the Complainant was not promoted, what was the title of the position applied for?	Rate of Pay	Hours per Week	
At this time, what is the Complainant seeking to settle the complaint? See statement of discrimination above			

Statistical Information

Complainant Sex: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female		
Complainant Race (check appropriate box or boxes):		
<input type="checkbox"/> American Indian or Alaska Native	<input type="checkbox"/> Native Hawaiian or Pacific Islander	<input type="checkbox"/> Black or African American
<input type="checkbox"/> Asian	<input type="checkbox"/> White	<input checked="" type="checkbox"/> Unknown
National Origin		

5. Statement of discrimination:

Write a brief, concise statement explaining how you were discriminated against. Give the **date** each action occurred and the **name** of the person who took the action. Explain how each action(s) was related to the box (es) you checked in section #3 on page one.

Ricky Van Der Vaart has permanent work restrictions related to his back. These permanent work restrictions are as follows: "Pt should limit lifting to a maximum of occasional 35 lbs and frequent lifting of no more than 20 lbs....Based on patients report he feels he would be able to tolerate any jobs at work except for garbage pickup." (hereinafter the "Permanent Restrictions"). The City of Sheboygan claimed that it was unable to accommodate Mr. Van Der Vaart's Permanent Restrictions and terminated his employment effective December 31, 2014. This termination was discrimination based on Mr. Van Der Vaart's disability and discrimination based on the City of Sheboygan's failure and refusal to accommodate Mr. Van Der Vaart's disability.

Following Mr. Van Der Vaart's termination, a hearing was held before the City of Sheboygan Salaries and Grievances Committee before an Independent Hearing Officer. The Recommendation of the Independent Hearing Officer is attached hereto and incorporated herein by this reference. The Salaries and Grievances Committee adopted the Recommendation of the Independent Hearing Officer and reinstated Mr. Van Der Vaart to work.

Mr. Van Der Vaart seeks the following damages:

1. Unpaid health/dental benefits in the amount of \$1911.12 (see attached May 26, 2015 letter)
2. After being terminated, the City refused to pay Mr. Van Der Vaart his holiday pay for Christmas Eve 2014, Christmas Day 2014, and 2014 New Year's Eve Day. The total amount owed is 24 hours x \$23.36 per hour which totals \$560.64.
3. Attorneys fees and costs from December 31, 2014 forward.

6. Certification and Signature

By my signature below, I certify that I have read the above complaint, and, under penalties of law, I declare that this complaint is true and correct to the best of my knowledge and belief.

Signature of Complainant or authorized representative <i>Anthony J. Mercurio - Attorney for the Complainant</i>	Date signed <i>10/22/15</i>
---	---------------------------------------

**IN THE CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, STATE OF WISCONSIN,
BEFORE THE SALARIES AND GRIEVANCES COMMITTEE
AND THE INDEPENDENT HEARING OFFICER APPOINTED PURSUANT TO
SHEBOYGAN EMPLOYEE HANDBOOK GRIEVANCE PROCEDURE**

In the matter of the Grievance Filed
Challenging the Termination of:

RICKY VAN DER VAART,
Grievant

**RECOMMENDATION OF
IMPARTIAL HEARING OFFICER**

TO: Ald. Mary Lynne Donohue
Chair, Salaries & Grievances Committee
City of Sheboygan
418 St. Claire Avenue
Sheboygan, WI 53081

Attorney Nancy Pirkey
Buelow, Vetter, Buikema, Olson & Vliet
20855 Watertown Road, Suite 200
Waukesha, WI 53186
Attorney for the City of Sheboygan

Attorney Anthony Resimius
Rohde/Dales, LLP
607 North 8th Street, 7th Floor
Sheboygan, WI 53081
Attorney for Ricky Van Der Vaart

Introduction and Jurisdiction

This matter came before the Salaries and Grievances Committee of the Sheboygan Common Council (the "Committee") through which James G. Godlewski was appointed Impartial Hearing Officer ("IHO"), in hearing on March 12, 2015 under the City of Sheboygan's Grievances Procedure (Jt. Exh. 1) (the "Procedure"). Employees grieving a termination from City employment proceed under step three of the Procedure which involves a hearing before the Committee. The Committee may enlist the assistance of an IHO "for the sole purpose of serving as a member of an official hearing set forth under" the Procedure. *Id.* The Procedure does not limit the Committee's jurisdiction and permits the Committee broad discretion in how to conduct the hearing. In this case, the Committee requested that the IHO conduct the hearing on behalf of the Committee. Both the City and grievant were permitted by the Procedure to call witnesses,

produce documents and cross examine the other party's witnesses. Likewise, the Procedure authorizes the Committee to question witnesses and compel attendance by city "officers and other persons in city service." *Id.* The subject of this grievance is the termination of Ricky Van der Vaart, effective December 31, 2014. (Ex. C-3)

Under the terms of the Procedure as well as the Committee's direction, the IHO's role is to recommend to the Committee how it should respond to the City's decision to terminate the Grievant's employment. The Procedure is silent on which party bears the burden of proof and what standard should be applied.

Facts

Based on the hearing and exhibits, the following facts were established.

1. The Grievant was hired by the City in July, 1993 as a Laborer I. (Ex. 3). During the course of his City employment, he was promoted three times, with the last promotion to Drop Off / Recycling Center Operator in August, 2010. (Exs. 4-6).
2. After the most recent promotion, the Grievant alleges¹ that he sustained a back injury while working alone at the Drop Off Center on a Saturday. (Tr. p. 166) Grievant filed a Notice of Injury in November, 2010 stating he injured his back lifting a television out of the dumpster. (Ex. C-7) During the period between the report of injury and February 2011, the Grievant underwent physical therapy for his back. He did not miss a full day of work, but did take approximately 15 hours off during that period to attend physical therapy. (*Id.*) The injury ultimately culminated in back surgery to correct a bulging disk on August 31, 2011. (Exs. 7 & 8).
3. As a result of the surgery the Grievant was off work for approximately three months. When he returned to work, in late fall, 2011, his doctor conditioned the return on

¹ For purposes of this recommendation, it is noted that the Grievant alleges his back injury is work-related solely for providing a chronology of events. The record shows that the parties are in dispute over this issue under Worker's Compensation. Nothing in this recommendation should be construed as a finding in either party's favor regarding the nature of the back injury and whether it is or is not work-related.

restrictions that, among other items, limited regular lifting to 20 pounds and occasional lifting to 40 pounds (later reduced to 35 pounds and then 30 pounds). (Exs. 9-12; *see also*, Ex. C-6) Nonetheless, when he returned to work, the City assigned Grievant the same duties as he had before the back surgery. (Tr. p. 171) The Grievant worked under these restrictions for approximately two years until he injured his ankle in a non-work-related incident in December 2013. (Tr. pp. 173-175, Ex. C-6)

4. Shortly before the Grievant's back surgery, public employers throughout Wisconsin, including the City, began dealing with the impact of Act 10. Of the 120 employees in the City's Department of Public Works ("DPW") at the time Act 10 became effective in the summer of 2011, 57 retired by the end of 2011. (Ex. C-6) Ultimately, the DPW experienced a one-third reduction in force leaving only 80 employees to do the job previously accomplished by 120. (Tr. p. 21)

5. The union representing DPW workers decertified on December 31, 2011 (Ex. C-6), leaving the employees in DPW previously represented by the decertified union no longer employed by union contract.

6. Under the City's employee handbook, City employees not covered by a collective bargaining agreement are at-will employees. (Ex. C-1, p. 5) The employee handbook was revised as of May 1, 2012 clearly identifying nonunion City employees as "at-will" employees.² (*Id.*) The Grievant is subject to, and acknowledged receipt of the handbook on April 27, 2012. (Ex. C-2)

7. As a result of the reduction in force experienced in DPW, and the decertification of the union representing DPW employees, during 2012 the City created position descriptions for the department's former union employees. This effort resulted in the creation of 4 new positions that allows the City to move employees to different jobs within

² Specifically, the Handbook provides that "[e]mployment with the City of Sheboygan is "at-will" which means The City of Sheboygan retains the right to terminate an employee at any time with or without cause, except as prohibited by law."

the department as the need arises. The four positions are named Maintenance Worker I through IV. (Ex. C-5).

8. The Grievant was assigned to the Maintenance Worker II classification. These revised position descriptions were dated January 25, 2013 and approved by the City's Common Council on March 4, 2013. (Ex. C-5)

9. All four Maintenance Worker position descriptions indicated, under physical demands, that among other items, the positions would require regular lifting of 50 to 75 pounds. Additionally, the position summary for all four descriptions state that the "position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions...." *Id.*

10. After Grievant returned to work following his back surgery, he was able to work in the DPW under weight restrictions significantly below the restriction outlined in the 2013 position descriptions, apparently without incident. This included at least 10 months under the new position descriptions which required that employees assigned to one of the Maintenance Worker positions be able to lift 50 to 75 pounds regularly. (Tr. p. 22-24, 171; Ex. C-5)

11. When Grievant returned to work, he was primarily assigned to the recycling center along with another worker. Grievant also operated the street sweeper and snowplow, as needed. (Ex. C-6) The recycling center was staffed by two DPW employees at this time. (*Id.*)

12. After grievant injured his ankle in December 2013, he was off work for all of 2014 transitioning to inactive employment status and long term disability. (Ex. C-6) Sometime during the summer of 2014, Grievant was preparing to work under light duty, subject to restrictions related to his foot and back injuries. Although he was initially told by the Streets Superintendent that he could come back to work on light duty, Grievant was later told by the City's human resources staff that he could not return until the restrictions were lifted and he was at 100 percent. (Tr. pp. 175-76., Ex. C-6)

13. In November 2014, Grievant provided a doctor's note that he will be able to return to work with no limitations by mid-December. (Ex. C-6) Shortly thereafter, due to a dispute over whether the Grievant's back injury was work-related, the City's worker's compensation insurer arranged for an independent medical examination by a physician ("IME") which determined that Grievant's back injury would result in permanent lifting restrictions of no more than 20 pounds. The IME also determined that the Grievant is subject to a 35 percent permanent partial disability as a result of the back injury. (Ex. C-4)

14. Based on the permanent restrictions, the City's Human Resources Director undertook an evaluation of Grievant's abilities in light of the permanent restrictions and whether the Grievant could qualify for a position in DPW. The Human Resources Director along with the Public Works Director met with the Grievant on December 15, 2014 to discuss work opportunities at DPW in light of the Grievant's permanent restrictions. Grievant expressed a strong desire to return to work, even if that meant violating the lifting restrictions. (Tr. p. 18)

15. Subsequent to the December 15 meeting, the Human Resources Director, Public Works Director and street superintendent evaluated work available at DPW to determine if a suitable position was available that could accommodate the Grievant's work restrictions under all four maintenance worker positions. (Tr. pp. 19-23) In addition, the Human Resources Director reviewed City personnel files and determined that the City had never allowed an employee to return to work with permanent work restrictions. (Tr. p. 38) The Human Resources Director also expressed concern that the Grievant's willingness to violate the lifting limitations could expose him to injury and place other employees at risk. (Tr. pp. 18-19)

16. Based on the review of Grievant's restrictions and evaluation of available positions, City staff determined that reasonable accommodations could not be made for Grievant. The City's Human Resources Director met with Grievant and Attorney Resimius to inform them that Grievant's employment with the City would be terminated effective December 31, 2014. (Tr. p. 33, Exs. C-3 and C-7)

17. On December 31, 2014, the Grievant met with his personal doctor who reiterated lifting restrictions of 20 pounds regularly and occasionally up to 35 pounds. The City felt that the information confirmed their termination decision (tr. p. 34-35) while the Grievant contends the restrictions should allow him to return to work with reasonable accommodations. (Tr. p. 55-58 & Ex. 18)

18. Grievant did submit significant anecdotal evidence that many coworkers in DPW were informally accommodated as they aged and experienced various ailments. Likewise, the testimony also indicated that none of the coworkers had permanent work restrictions. (Tr. pp. 117, 124, 131, 137, 138, 140, 147, 154-155.) The City also never permitted an employee to return to work with permanent work restrictions. (Tr. p. 38.)

19. In addition to the direct evaluation of the Grievant's restrictions on his ability to qualify for the job, the significant reduction in workforce at the DPW due to Act 10 meant that Grievant's limitations could potentially have a negative impact on other employees at DPW. (Tr. pp. 19, 29, 107-108)

20. Grievant timely filed an appeal of this determination, based on the apparent stipulation of the parties.³

³ The parties spent considerable time presenting evidence regarding an appeal Grievant filed with the City's Civil Service Commission on December 12, 2014. (Ex. C-9) Ultimately, the IHO ruled that this proceeding does not have jurisdiction over whether this matter should have been heard by the Civil Service Commission. (Tr. pp. 5-6) Also, neither party provided a copy of a written grievance from his termination, but neither contested the timeliness or sufficiency of the Grievant's appeal. As a result, there is no issue regarding whether the Grievant timely filed an appeal of his termination.

City's Position

The City argues that due to Grievant's permanent restrictions, the Grievant no longer qualifies for his position with the City. As an at-will employee, the City has the inherent authority to dismiss an employee that can no longer meet the requirements of the position. In addition, there is no reasonable accommodation the City could make to allow the Grievant to return to his position. Any accommodation would either require creating a position for Grievant by eliminating duties from the established position descriptions, impose an unnecessary hardship on other public works employees by requiring them to cover for the Grievant when he is unable to perform, or impose significant costs on the City. This is especially true in light of the tight municipal budget and significant decrease in DPW staffing that resulted after Act 10. Furthermore, Grievant has not sustained his burden to show that a requested accommodation is reasonable under *Crystal Lake Cheese Factory v. LIRC*, 2003 WI 106, 264 Wis. 2d 200 and its progeny.

Grievant's Position

The Grievant showed that he was able to do the job assigned for almost two years after he returned to work following his back surgery, even with the lifting restrictions. The City's contention that the Grievant cannot be reasonably accommodated should be rejected given his actual work history. In addition, while no employee has had permanent restrictions while employed by the DPW, several employees testified that the City informally accommodated their reduced abilities. The City should recognize the policy adopted by the Civil Service Commission and accommodate employees as they grow older. Furthermore, under *Crystal Lake*, the Grievant demonstrated that reasonable accommodations were possible because he returned to work after his back surgery and worked full time under those restrictions for two years. Unlike *Crystal Lake*, where the employer had to make wholesale changes to the employee's position, accommodating Grievant would only require returning him to the status quo that existed prior to Grievant's ankle injury in December 2013.

Recommendation to the Salaries and Grievances Committee

This case presents the real employment dilemma for municipalities in the post Act 10,

levy limited budgets era. While the times demand city management make tough decisions, those decisions are always made in a context of rules that sometimes limit available choices. In this case, the City established that the Grievant was an at-will employee, subject to termination without cause. However, even the City's policy recognizes limits to exercise of that authority, "except as prohibited by law." (Ex. C-1, p. 5). One of those limitations is found in the Wisconsin Fair Employment Act, Wis. Stat. §111.31⁴ and following (the "WFEA"). Specifically, employers in Wisconsin are prohibited from discriminating in employment on the basis of, among other things, disability. Wis. Stat. §111.321.

While the Salaries and Grievances Committee is not charged with enforcing the WFEA, one of its responsibilities is to insure, as much as possible, that the City honors its obligations as an employer to comply with that Act. In this case, the City terminated Grievant's employment after determining that his lifting restrictions, which only an independent medical examiner found to be permanent, could not be reasonably accommodated without creating an unnecessary hardship. The evidence provided by the parties demonstrates, however, that the City did not reasonably accommodate Grievant's back condition, failed to show that such accommodation would impose a hardship, and therefore improperly terminated him on December 31, 2014.

Grievant's Showing Under the WFEA

In order to sustain a case of disability discrimination, the Grievant must first show that he has a physical impairment which, among other things, "limits the capacity to work." Wis. Stat. §111.32(8)(a). Based on the evidence presented in this matter, there seems to be little dispute that Grievant's back condition constitutes a disability as defined by the WFEA. In fact, the IME opined that the Grievant suffers a "permanent partial disability" of "35 percent body as a whole." Next, the Grievant must show that his back impairment impacts his ability to work. While the restrictions vary, all doctors that have submitted reports agree that lifting weight restrictions are needed for Grievant's condition. *See*, Exs. 9 through 12, C-4 and C-8. Back conditions, such as experienced by Grievant, have long been recognized by the courts as constituting a disability

⁴ All statutory references are to the 2013-14 Wisconsin Statutes.

under the WFEA. See, *Hutchinson Technology Inc. v. LIRC and Roytek*, 2004 WI 90, 273 Wis.2d 394, 682 N.W.2d 343 at ¶16.

As part of his request for accommodation, Grievant must show that a reasonable accommodation exists that could allow him to work within his restrictions. *Id.* At ¶35. In this case, he suggested that he could continue to work within his restrictions at the recycling center, street sweeping, street maintenance, fall leaf pick up, snow plowing and driving heavy equipment. The only job he claimed he couldn't do was garbage pick-up. (Tr. p. 178, Ex. C-7) In effect, Grievant's requested accommodation was to return him to the position and duties he did for two years after his back surgery under essentially identical lifting restrictions. The evidence provides that the Grievant did present a prima facie case that he has a disability under the WFEA and that the City failed to accommodate his disability as required by the WFEA. See, *Crystal Lake, supra*, ¶67.

City's Hardship Defense

While the City has an obligation to accommodate Grievant's disability, it may "profer a defense that the accommodations named by the [Grievant] would impose an unnecessary hardship." *Id.* The City attempts to show that the requested accommodation creates an unnecessary hardship by first claiming that it would impose additional burdens on other employees, especially on garbage pickup. The City identified garbage collection as one of the general job duties of a Maintenance Worker II. (Tr. p. 29) However, this is a straw man argument in that the City's practice has been to avoid assigning older workers to that task, ostensibly as employees' physical abilities wear down. Other employees called by Grievant and Grievant himself all testified that they had done garbage collection early in their career with the City. (Tr. pp. 117, 131, 137) In fact, the City's DPW director testified that "garbage collectors can be on the job 10 to 15 years before they voluntarily transfer off to a different job within the department." (Tr. p. 91) Furthermore, when asked to identify who currently does garbage collection for the City, the DPW director stated that they are "typically Maintenance Worker III's" and identified employees classified as Maintenance Worker III, backed up by several Maintenance Worker I employees. *No current garbage collector identified by the DPW director*

is classified as a Maintenance Worker II. (Tr. pp. 99-100) It would appear, then, that garbage collection is not an essential duty of employees classified as a Maintenance Worker II.

Next, the City claims the Grievant's accommodation would impose a hardship on other DPW employees by potentially requiring them to cover for Grievant's lifting restrictions or to be reassigned to other duties to allow Grievant to avoid jobs requiring heavy lifting. (Tr. p. 93) Particularly, the City claims it is not required to reassign existing staff to allow Grievant to resume staffing the recycling center. (City Brief, p. 4, Tr. p. 93) And yet, the City created the Maintenance Worker position descriptions to give City management the flexibility to reassign employees as the department's needs dictated. (Tr. pp 20-23) Last, it claims that accommodating Grievant's condition on street repairs would require the purchase of additional equipment costing \$50,000 to \$100,000 to accomplish road repairs and tarring. However, there is no explanation of what that machine would do and why it's needed. The perceived need to purchase this equipment is speculative at best and is insufficient to support a finding of unnecessary hardship.

Most telling of all is the fact that Grievant returned to work after his back surgery, resumed his duties and continued working for two years, the last 10 months under the revised position descriptions that include the lifting requirement that Grievant is unable to meet because of his medical restrictions. The record is devoid of any evidence showing that Grievant's presence created any disruption or hardship on the City's operation in DPW. In fact, the DPW director admitted that the City had enough work in DPW to provide 40 hours of work on a weekly basis for Grievant even subject to his work restrictions. (Tr. pp. 111-112) Based on the evidence gathered in this matter, the City did not show that Grievant's requested accommodations would impose a hardship on the City.


Conclusion

This case presents a difficult conundrum for a municipal employer in the employment atmosphere that exists today. Nonetheless, given the Grievant's limitations due to his back condition, his work history following his back surgery and the evidence that the City has historically provided for informal reassignments in light of employees' physical limitations, the

CITY OF Sheboygan
Impartial Hearing Officer
Van Der Vaart Grievance Decision
City of Sheboygan IHO Hearing
April 27, 2015 – Page 11

IHO finds that the Grievant has met his burden of demonstrating that he is a person with a disability, as defined in Wis. Stat. §111.32(8), has demonstrated that a reasonable accommodation exists through the long work history that Grievant had after his back surgery until his ankle injury and that the City failed to show that such an accommodation would create an unnecessary hardship. As a result, the IHO recommends that the Salaries and Grievances Committee restore the Grievant to his position as a Maintenance Worker II in the Streets Division of the Department of Public Works, or equivalent position within the department, subject to the lifting restrictions provided by his doctor.

Very truly yours,



James G. Godlewski
Impartial Hearing Officer



May 26, 2015

Ricky Van Der Vaart
6666 S. 12th Street
Sheboygan, WI 53081

Dear Ricky:

In accordance with the recommendation from the Salaries & Grievance committee, you returned to work in a full-time capacity as a Maintenance Worker II on Tuesday, May 26, 2015.

Back Wages: The City will pay you back wages as follows: \$17,192.96.

These wages will be applied through the applicable payroll date January 1, 2015 – May 09, 2015, including 2 paid holidays. The normal pay for May 10, 2015 – May 23, 2015 will be issued on the June 5, 2015 payroll. Your back wages will be subject to all applicable tax withholdings and WRS contributions. Should you wish to contribute funds into a previously established savings account through payroll deduction, please contact Sandy Halvorsen directly. Sandy Halvorsen's direct phone number is (920) 459-4076.

In 2014, you were issued 40 hours vacation pay. This amount was a designated payout and, based on the decision, should be given credit for WRS contributions of 6.8%. This amount will also be applied to your payout.

Health & Dental Insurance: You have the option of returning to the City plan effective June 1, 2015. The family contribution is \$128.74 per month. However, it is my understanding that you would like to remain on your current plan for the remainder of the calendar year if the City would reimburse you the difference in what you would have paid for premiums from January vs. what you are actually paying with your wife's plan. The City is willing to reimburse you the difference in premium contribution. This reimbursement disqualifies you from the "opt-out" provision of \$1,200 per year, as you would need to choose either the opt out OR the reimbursement.

Please review the following calculations:

Your yearly family costs for medical insurance would have been 12 months x \$128.74 = \$1,544.88

Your costs through your wife's employer: \$144 x 24 payments or \$3,456 for the year. The difference is: \$1,911.12 The City needs supporting documents regarding your payment experience and future responsibility. Once received, we will issue you \$159.26 per month for medical insurance. For January – May, you would be issued \$796.30. Each month thereafter that you continue on that insurance, you would be issued \$159.26 with supporting documents.

The City will also follow the same reimbursement arrangement with dental insurance. Please provide the supporting documents and costs and the City will put together a payment schedule.

Open enrollment for City insurance occurs in November. If you wish to return to the City insurance programs with a January 1, 2016 date, you may enroll in November 2015.

Paid Time Off (PTO): You will be credited with the same amount of PTO you would have otherwise qualified for in January 2015.

Discretionary PTO: You will be credited with 80 hours of Discretionary PTO. This benefit is credited into an employee's accrual (PTO bank) in January but it is actually earned by working during the current year. As of this writing, you will be considered to have earned 4 full days or 32 hours for January – April, 2015. At the end of May, you will have earned 40 hours.

Vacation PTO: Vacation is an earned benefit, earned by working the previous year. Partial year worked results in partial vacation. You are not eligible for 2015 vacation. However, in accordance with the decision for the Salaries & Grievance committee, the timeframe of January – May, 2015 will be counted as earned hours towards 2016 vacation. In addition, you have no loss in seniority and the vacation will be issued vacation in 2016 according to the schedule of benefits and your seniority date.

Holiday PTO: As listed above, you will be issued 8 hours of holiday pay for New Year's Day 2015 and Good Friday 2015. Memorial Day will also be a paid holiday and should be included in your time card entry starting the week of Sunday, May 24, 2015. This will be included on the June 19, 2015 payroll (remember there is a two-week hold-back period for payroll).

Sincerely,

Sandy Rohrick
Human Resources Director

Cc: Employee File

II

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

Submitting a claim from Melissa Kaule for alleged damages to her vehicle when a City tree split in half and fell on her parked car.

Finance

City Clerk

III

DATE RECEIVED 10-19-15

RECEIVED BY MD

CLAIM NO. 11-15

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: MELISSA R. KAULK
2. Home address of Claimant: 399 LAKEWOOD CT., KOHLER, WI 53044
3. Home phone number: 315-651-6883 (MOBILE)
4. Business address and phone number of Claimant: WORK FROM HOME. (MOBILE PHONE)

5. When did damage or injury occur? (date, time of day) SEPTEMBER, 12 2015 / AFTERNOON

6. Where did damage or injury occur? (give full description) OUR CAR WAS PARKED ON LINCOLN AVENUE INSHEBOYGAN DURING THE AFTERNOON OF SEPT 12, 2015.

7. How did damage or injury occur? (give full description) THE ROOF WAS CRUSHED BY A CITY ^{PARKWAY} TREE AND A HOLE WAS CREATED, MAKING THE CAR UNDRIVABLE.

THE DAMAGE TO OUR CAR WAS CAUSED BY A CITY ^{PARKWAY} TREE SPLITTING IN HALF AND FALLING OVER OUR CAR PARKED ON THE ROAD. POLICE ARRIVED ON SCENE, CALLED SHEBOYGAN DPW. DPW LIFTED BRANCH OFF CAR AND REMOVED DEBRIS W/ CHAINSAW TO ALLOW FOR CAR TO BE TOWED.

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

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

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

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: CITY PARKWAY TREE THAT WAS ROTTED @ THE JUNCTION OF TWO MAIN ARTERY BRANCHES

(b) Claimant's statement of basis for such liability: CITY PARKWAY TREE SPLIT IN HALF ON A DAY THAT WASN'T WINDY OR STORMING, IT WAS A PERFECTLY CALM SATURDAY AFTERNOON.

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").

IF THERE WAS NOT ANY PHYSICAL INJURY TO A PERSON.

IF THE CAR/MINIVAN WAS ROOF WAS CRUSHED, A HOLE WAS CREATED, AND THE INTERIOR OF THE CAR WAS DAMAGED.

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

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

Auto:	\$ <u>4977.47</u>
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
TOTAL	\$ <u>4977.47</u>

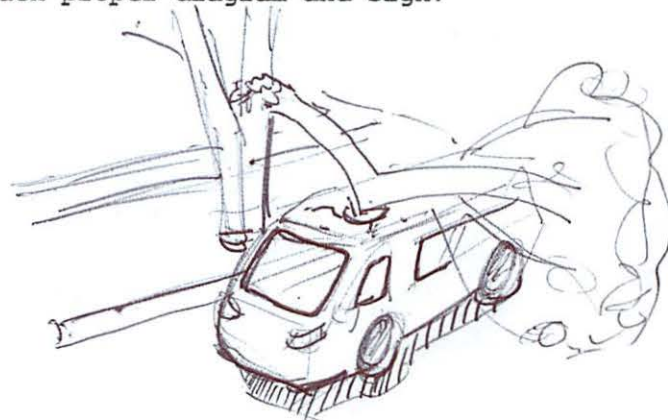
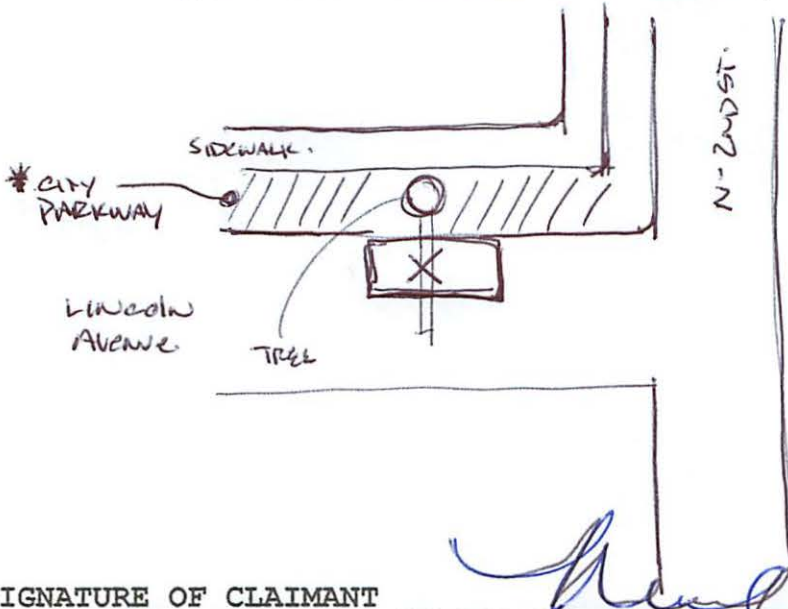
Damaged vehicle (if applicable)

Make: HONDA Model: ODYSSEY Year: 2012 Mileage: 63,090

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

[Handwritten Signature]

DATE

10/19/2015

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

DATE RECEIVED 10-19-15

RECEIVED BY MD

CLAIM NO. 11-15

CLAIM

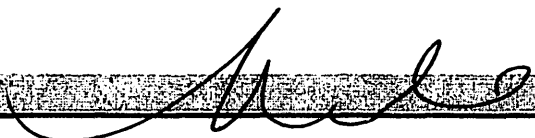
Claimant's Name: MELISSA F KAULE
Claimant's Address: 399 LAKEWOOD CT
KOHLER, WI 53044
Claimant's Phone No. 315-657-6883

Auto \$ 4975.44
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 4975.44

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 \$ 4975.44

SIGNED  DATE: 10/19/2015
ADDRESS: 399 Lakewood Ct.
Kohler, WI 53044

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

GEICO

METRO MILWAUKEE
 partners.geico.com/gvbps/Logon.aspx
 VISIT US ONLINE AT GEICO.COM
 MDELAPASQUA@GEICO.COM

ESTIMATE #1

Phone: (262) 416-8932
 Fax: (844) 276-4213

Claim #: 0348960470101045-01
 Workfile ID: 91eb3dac

Estimate of Record

Written By: MATTHEW DE LA PASQUA, 9/18/2015 4:39:04 PM
 Adjuster: DE LA PASQUA, MATTHEW

Insured: Melissa Kaule Owner Policy #: 4132198377 Claim #: 0348960470101045-01
 Type of Loss: Comprehensive Date of Loss: 09/12/2015 07:00 PM Days to Repair: 7
 Point of Impact: 13 Rollover Deductible: 500.00

Owner (Insured): Melissa Kaule
 399 Lakewood Ct
 Kohler, WI 53044
 (315) 657-6883 Evening

Inspection Location: residence
 399 Lakewood Ct
 Kohler, WI 53044
 Other
 (315) 657-6883 Day

Appraiser Information: MDELAPASQUA@GEICO.COM

Repair Facility: Owner's Choice

VEHICLE

Year: 2012 Color: GRAY Int: License: 453-XBF Production Date:
 Make: HOND Body Style: 4D VAN State: WI Odometer: 63009
 Model: ODYSSEY EX Engine: 6-3.5L-FI VIN: 5FNRL5H41CB143418 Condition:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

DECOR

Dual Mirrors

Privacy Glass

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Dual Power Sliding Doors

Home Link

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

3rd Row Seat

Retractable Seats

Captain Chairs (2)

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

Estimate of Record

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

Line	Oper	Description	Qty	Extended Price \$	Labor	Paint
1		ROOF				
2	Repl	Roof bow	1	56.72	1.2	
3	*	Repl LKQ roof assy; w/o sunroof +25%	1	631.25	23.0	3.6
4		Add for Clear Coat				1.4
5	*	Repl Headliner w/o sunroof, EX gray	1	973.25	<u>Incl.</u>	
6		MISCELLANEOUS OPERATIONS				
7	#	Rpr Cover Car Complete			0.2	
8	#	Repl Restore Corrosion Protection	1	10.00	0.2	
9		OTHER CHARGES				
10	#	E.P.C.	1	3.00		
SUBTOTALS				1,674.22	24.6	5.0

NOTES

Prior Damage Notes:
 Prior Unrelated Damage Notes:

Front Bumper: None
 LT Fender: DEEP SCRATCH
 Hood: None
 Lt Front Door: SCRATCH
 Lt Rear Door: SCRATCH
 Roof: None
 Lt Quarter Panel: SCRATCHES/SCRAPE
 Decklid/Tailgate: None
 Rear Bumper: SCRATCHES
 Interior: None
 . None
 Rt Fender: None
 Glass: None
 Rt Front Door: SCRATCHES
 Rt Rear Door: SCRATCHES
 Sunroof: None
 Rt Quarter Panel: SCRATCHES
 Rear Lamps: None
 Back Glass: None
 Tires: None

Estimate of Record

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,671.22
Body Labor	24.6 hrs @	\$ 56.00 /hr	1,377.60
Paint Labor	5.0 hrs @	\$ 56.00 /hr	280.00
Paint Supplies	5.0 hrs @	\$ 36.00 /hr	180.00
Other Charges			3.00
Subtotal			3,511.82
Sales Tax	\$ 3,511.82 @	5.6000 %	196.66
Total Cost of Repairs			3,708.48
Total Adjustments			500.00
Net Cost of Repairs			3,208.48

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:

IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:

****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

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

Estimate of Record

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4429, CCC Data Date 9/9/2015, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

Estimate of Record

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
3	LKQ Smart Parts N4079 Highway E Hustisford WI 53034 (920) 349-3236	#~102051421 LKQ roof assy; w/o sunroof +25% Roof Assembly BLK,4DR,W/OSUN,EX EX,S#\$WZ697 Quote: 37727963 Expires: 11/01/15	\$ 505.00

GEICO

WISCONSIN

For supplement requests copy the link below
partners.geico.com/gvbps/Logon.aspx

PO BOX 1231

MANITOWOC, WI 54221

Phone: (920) 412-8102

ESTIMATE #2Claim #: 0348960470101045-01
Workfile ID: 91eb3dac**Supplement of Record 1 with Summary**Written By: JEFFREY SCHMITZ, 9/25/2015 2:05:28 PM
Adjuster: DE LA PASQUA, MATTHEW

Insured:	Melissa Kaule	Owner Policy #:	4132198377	Claim #:	0348960470101045-01
Type of Loss:	Comprehensive	Date of Loss:	09/12/2015 07:00 PM	Days to Repair:	7
Point of Impact:	13 Rollover	Deductible:	500.00		

Owner (Insured):	Inspection Location:	Appraiser Information:	Repair Facility:
Melissa Kaule 399 Lakewood Ct Kohler, WI 53044 (315) 657-6883 Evening	residence 399 Lakewood Ct Kohler, WI 53044 Other (315) 657-6883 Day	(920) 412-8102	DICK BRANTMEIER FORD 3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 (920) 458-6111 Evening 391332753 Federal ID

VEHICLE

Year:	2012	Color:	GRAY Int:	License:	453-XBF	Production Date:	
Make:	HOND	Body Style:	4D VAN	State:	WI	Odometer:	63009
Model:	ODYSSEY EX	Engine:	6-3.5L-FI	VIN:	5FNRL5H41CB143418	Condition:	

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

DECOR

Dual Mirrors

Privacy Glass

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Dual Power Sliding Doors

Home Link

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

3rd Row Seat

Retractable Seats

Captain Chairs (2)

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

Supplement of Record 1 with Summary

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		ROOF					
2		Repl Roof bow	62148TK8A00ZZ	1	56.72	1.2	
3	S01	Repl Roof panel w/o sunroof	62100TK8A00ZZ	1	1,464.90	23.0	3.6
		NOTE: time required to use lkg roof is would be more than oe.					
4	S01	Add for Clear Coat					1.4
5	* S01	Repl Headliner w/o sunroof, EX gray	83201TK8A32ZA	1	973.25	Incl.	
		NOTE: NO BETTERMENT TAKEN DUE TO HEADLINER IN EXCELLENT SHAPE.					
6		MISCELLANEOUS OPERATIONS					
7	#	Rpr Cover Car Complete				0.2	
8	#	Repl Restore Corrosion Protection		1	10.00	0.2	
9	# S01	Repl Glass Installation Kit		1	25.00		
		NOTE: required to reinstall windshield					
10		OTHER CHARGES					
11	#	E.P.C.		1	3.00		
SUBTOTALS					2,532.87	24.6	5.0

NOTES

Prior Damage Notes:
 Prior Unrelated Damage Notes:

Front Bumper: None
 LT Fender: DEEP SCRATCH
 Hood: None
 Lt Front Door: SCRATCH
 Lt Rear Door: SCRATCH
 Roof: None
 Lt Quarter Panel: SCRATCHES/SCRAPE
 Decklid/Tailgate: None
 Rear Bumper: SCRATCHES
 Interior: None
 . None
 Rt Fender: None
 Glass: None
 Rt Front Door: SCRATCHES
 Rt Rear Door: SCRATCHES
 Sunroof: None
 Rt Quarter Panel: SCRATCHES
 Rear Lamps: None
 Back Glass: None
 Tires: None

Supplement of Record 1 with Summary

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,529.87
Body Labor	24.6 hrs @	\$ 56.00 /hr	1,377.60
Paint Labor	5.0 hrs @	\$ 56.00 /hr	280.00
Paint Supplies	5.0 hrs @	\$ 36.00 /hr	180.00
Other Charges			3.00
Subtotal			4,370.47
Sales Tax	\$ 4,370.47 @	5.6000 %	244.75
Total Cost of Repairs			4,615.22
Total Adjustments			500.00
Net Cost of Repairs			4,115.22

Supplement of Record 1 with Summary

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Deleted Items							
3	*	Repl LKQ roof assy; w/o sunroof +25%	~102051421	1	-631.25	-23.0	-3.6
4		Add for Clear Coat					-1.4
Added Items							
3	S01	Repl Roof panel w/o sunroof NOTE: time required to use lkq roof is would be more than oe.	62100TK8A00ZZ	1	1,464.90	23.0	3.6
4	S01	Add for Clear Coat					1.4
9	#	S01 Repl Glass Installation Kit NOTE: required to reinstall windshield		1	25.00		
SUBTOTALS					858.65	0.0	0.0

NOTES

Prior Damage Notes:
 Prior Unrelated Damage Notes:

Front Bumper: None
 LT Fender: DEEP SCRATCH
 Hood: None
 Lt Front Door: SCRATCH
 Lt Rear Door: SCRATCH
 Roof: None
 Lt Quarter Panel: SCRATCHES/SCRAPE
 Decklid/Tailgate: None
 Rear Bumper: SCRATCHES
 Interior: None
 . None
 Rt Fender: None
 Glass: None
 Rt Front Door: SCRATCHES
 Rt Rear Door: SCRATCHES
 Sunroof: None
 Rt Quarter Panel: SCRATCHES
 Rear Lamps: None
 Back Glass: None
 Tires: None

Supplement of Record 1 with Summary

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			858.65
Body Labor			0.00
Paint Labor	5.0 hrs @	\$ 56.00 /hr	280.00
Additional Supplement Labor			-280.00
Paint Supplies	5.0 hrs @	\$ 36.00 /hr	180.00
Additional Supplement Materials/Supplies			-180.00
Subtotal			858.65
Sales Tax	\$ 858.65 @	5.6000 %	48.08
Additional Supplement Taxes			0.01
Total Supplement Amount			906.74
NET COST OF SUPPLEMENT			906.74

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	3,708.48	MATTHEW DE LA PASQUA
Supplement S01	906.74	JEFFREY SCHMITZ
Workfile Total:	\$ 4,615.22	
TOTAL ADJUSTMENTS:	\$ 500.00	
NET COST OF REPAIRS:	\$ 4,115.22	

Supplement of Record 1 with Summary

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:

IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

*****IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:**

******OWNER LIMITED GUARANTEE****** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

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

Supplement of Record 1 with Summary

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4429, CCC Data Date 9/9/2015, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

BRANTMEIER FORD BODY SHOP
 3624 KOHLER MEMORIAL DRIVE
 SHEBOYGAN WI. 53081
 PHONE: 920-458-6111
 WWW.DICKBRANTMEIER.COM

ACTUAL COST

11072KAU

RYAN KAULE 399 LAKEWOOD CT KOHLER WI 53044				VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.
				5FNRL5H41CB143418		63090	10/13/15	11072
				YEAR	MAKE	MODEL	COLOR	TAG NO.
	12	HONDA	ODYSSEY EX	GRAY	00000			
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS	
038483	453XBF	920-698-7262	- -		00/00/00	641	CASH	
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE			
	00/00/00		63090	09/22/15	00/00/00			

LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
A	Com Customer states		replace roof			
			B12		C	1497.30
	IH-62100TK8A00ZZ		ROOF PANEL	1	C	1464.90
	IH-83201TK8A32ZA		HEADLINER	1	C	973.25
	PO# PO# 41175		MARTIN AUTOMOTIVE	1	C	345.00
			Line Total.....			4280.45

B	Com Customer states		REFINISH			
	Cor REFINISH					
			PAINT	B12	C	280.00
Code	Misc Charge	Inv#/Info	Days	Hours		
OTH	PAINT AND MATERIALS				1.0 C	180.00
			Line Total.....			460.00

Labor 1777.30
 Parts 2438.15
 Sublets 345.00
 Sales Tax 237.02
 Misc Charge 180.00
TOTAL-CUST-CASH 4977.47

CUSTOMER COPY - PAGE 01

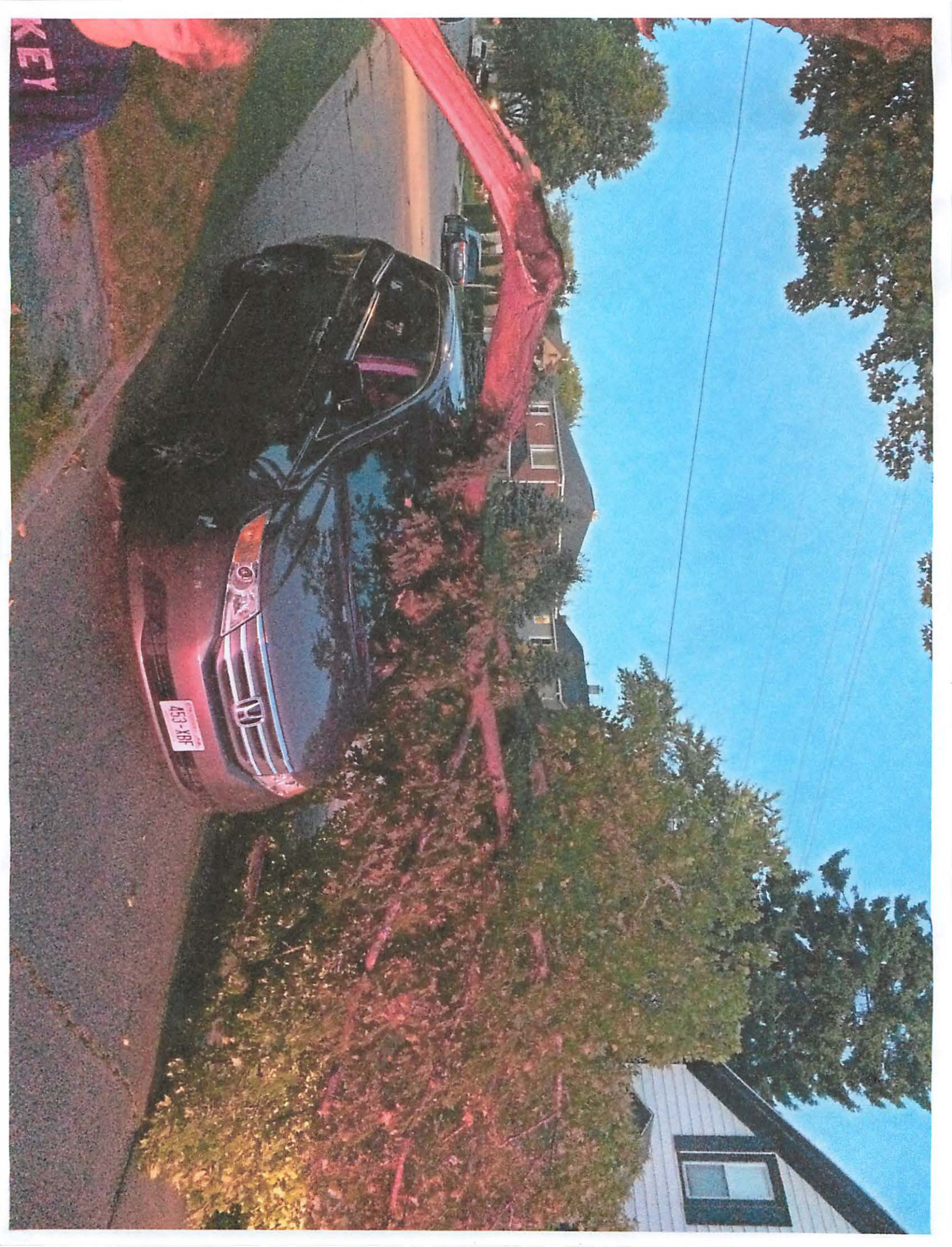
Printed: 10/13/2015 @ 15:33

STATEMENT OF DISCLAIMER
 The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)





II

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

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

Inance

City Clerk

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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

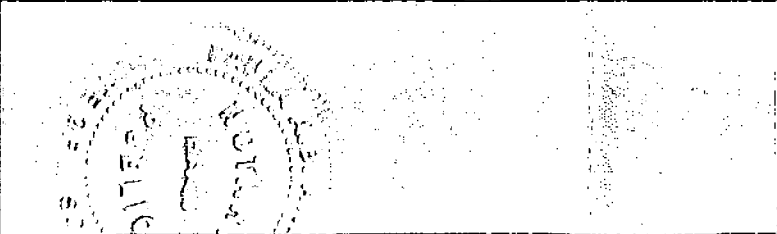

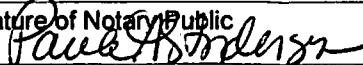
T O	1. Municipal Clerk: SUSAN RICHARDS 828 CENTER AVE SHEBOYGAN, WI 53081-4442	2. Municipality: City of Sheboygan 3. County: Sheboygan County
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The levy is distributed using the same percentage as the equalized valuation.

	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

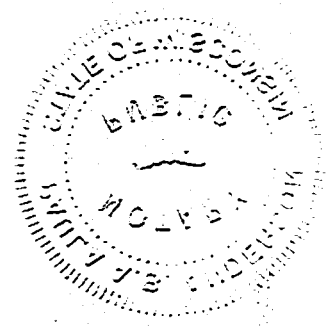
CERTIFICATION

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 Name of School District	School District Clerk
	R Kohler (2842)	Chad Hamilton
	O Signature of School District Clerk	
	M Signature of Notary Public	
	Signed before me this date	My Commission Expires
	26 October 2015	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



II

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

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

Finance

City Clerk

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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.

A handwritten signature in black ink, appearing to read "Roy Kluss", is written over a faint, larger version of the same signature. The signature is located below the text of the report.

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

	(TID Out) Equi/eed Valuations	Percent of Total	General	Special Revenue	Operating Total	Debt Service	Total
Calumet County							
08 012 T NEW HOLSTEIN	30,406,652	0.002228	11,136.90	2,764.44	13,901.34	10,463.71	24,367.05
Calumet County Total	30,406,652	0.002228	11,136.90	2,764.44	13,901.34	10,463.71	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	69,671,800	0.005100	23,518.37	6,334.26	31,852.63	23,960.43	55,833.06
36 005 T COOPERSTOWN	6,809,581	0.000498	2,494.11	619.10	3,113.21	2,343.60	5,457.01
36 008 T EATCH	74,755,750	0.005472	27,360.44	6,196.47	34,170.91	25,730.28	59,907.19
36 010 T FRAIRKLIN	104,519,000	0.007651	38,281.09	9,502.42	47,784.11	35,974.53	83,758.64
36 012 T GIBSON	92,659,374	0.008797	34,011.17	8,442.38	42,453.55	31,901.39	74,414.94
36 014 T KOSSUTH	160,186,000	0.011726	58,670.59	14,663.42	73,234.01	55,134.63	128,368.64
36 016 T LIBERTY	139,467,700	0.010209	51,067.19	12,679.80	63,761.99	48,003.57	111,765.56
36 018 T MANITOWOC	88,428,800	0.006473	32,388.40	8,039.57	40,427.07	30,430.43	70,857.40
36 020 T MANITOWOC RAPIDS	108,263,000	0.014513	72,016.86	18,025.22	90,642.08	68,240.41	158,882.49
36 022 T MAPLE GROVE	45,948,168	0.003283	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	49,277.00	37,083.42	86,340.42
36 026 T MISHKOT	92,995,200	0.008807	34,000.92	8,454.72	42,455.64	32,008.14	74,523.78
36 028 T NEYTON	211,540,400	0.015485	77,479.02	19,232.34	96,712.26	72,810.37	169,522.63
36 030 T ROCKLAND	57,460,150	0.004208	21,045.60	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	76,376.48	178,093.82
36 034 T TWO CREEKS	43,905,500	0.003214	18,081.06	3,991.70	22,072.76	15,111.89	35,184.65
36 036 T TWO RIVERS	127,147,200	0.009307	46,569.01	11,559.68	58,129.29	43,762.90	101,892.25
36 112 V CLEVELAND	81,751,200	0.005684	29,942.63	7,432.47	37,375.10	28,138.05	65,513.15
36 126 V FRANCIS CREEK	37,542,600	0.002748	13,750.66	3,413.24	17,163.90	12,921.94	30,085.84
36 132 V KELLNERSVILLE	12,137,200	0.000868	4,445.44	1,103.46	5,548.90	4,177.52	9,726.42
36 151 V MISHKOT	82,172,800	0.006015	30,097.05	7,470.60	37,567.65	28,283.10	65,851.01
36 170 V REEDSVILLE	50,254,000	0.003879	18,400.30	4,668.88	22,975.18	17,298.99	40,272.17
36 181 V SAHIT NAZHANZ	36,583,400	0.002824	14,131.76	3,507.84	17,639.60	13,260.07	30,919.67
36 188 V VALDERS	53,256,100	0.003898	19,505.66	4,841.82	24,347.68	18,330.29	42,677.97
36 191 V WHITELAW	38,454,400	0.002815	14,064.31	3,496.11	17,560.62	13,235.87	30,816.29
36 241 C KIEL	235,440,100	0.017234	89,233.85	21,405.20	107,638.76	81,038.44	188,675.19
36 251 C MANITOWOC	1,789,853,500	0.131019	655,561.29	162,725.79	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	163,062.09	379,700.09
Manitowoc County Total	4,878,564,821	0.357116	1,768,849.19	443,538.16	2,230,387.35	1,879,159.72	3,909,547.07
Ozaukee County							
45 002 T BELGIUM	138,681,266	0.010005	50,081.61	12,426.47	62,468.08	47,044.51	109,532.59
45 006 T FREDONIA	103,130,360	0.007550	37,778.28	9,376.71	47,154.99	35,498.64	82,653.63
45 108 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	379,850,726	0.027605	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	48,768.57	12,105.01	60,873.58	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
59 008 T HOLLAND	314,940,600	0.023054	118,354.02	28,833.59	147,187.61	108,401.89	255,589.50
59 008 T LWA	215,444,500	0.015771	78,908.85	19,587.29	98,496.14	74,164.13	172,660.27
59 010 T LYNDON	184,793,500	0.012063	60,358.14	14,982.32	75,340.46	50,720.50	126,060.96
59 012 T MITCHELL	114,260,000	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	11,446.55	57,562.03	43,336.20	100,898.63
59 016 T PLYMOUTH	322,142,900	0.023581	117,989.77	29,287.85	147,277.62	110,878.60	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	28,074,367	0.002035	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	13,205.89	66,407.82	49,993.58	116,401.40
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	197,120,200	0.014430	72,200.49	17,921.87	90,122.36	67,840.13	157,971.49
59 028 T SHERMAN	133,438,600	0.009768	48,673.84	12,131.66	60,805.50	45,028.41	106,834.01
59 030 T WILSON	318,438,000	0.027556	137,876.18	34,224.13	172,100.31	128,666.70	300,767.01
59 101 V ADELL	33,924,700	0.002483	12,425.44	3,084.29	15,509.73	11,876.59	27,386.32
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	131,661,600	0.009452	48,298.29	11,988.28	60,286.57	45,385.59	105,672.16
59 121 V ELIHART LAKE	277,816,700	0.020322	101,881.37	25,239.72	126,921.09	95,853.26	222,774.35
59 131 V GLENBEULAH	26,787,400	0.002107	10,543.83	2,617.23	13,161.06	9,808.37	23,069.43
59 135 V HOWARDS GROVE	221,746,900	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	153,346.47	38,064.21	191,410.68	144,104.62	335,515.30
59 165 V OOSTBURG	168,970,800	0.012389	61,888.14	15,382.10	77,250.24	58,158.29	135,408.53
59 176 V RANDOM LAKE	138,007,100	0.009856	49,814.68	12,385.18	62,199.86	48,812.47	109,992.33
59 181 V WALDO	29,875,700	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	2,287,287,000	0.168165	841,420.27	208,860.37	1,050,280.64	790,709.73	1,840,990.37
59 282 C SHEBOYGAN FALLS	587,033,600	0.041507	207,684.75	51,552.26	259,237.01	185,168.05	454,405.06
Sheboygan County Total	6,372,184,039	0.612853	3,066,440.76	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	5,074,371,738	0.415370	2,078,326	515,889	2,594,215	1,933,070	4,547,285
Villages	2,018,992,000	0.147792	739,487	183,558	923,045	684,920	1,617,964
Cities	5,987,642,500	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	0.002228	11,137	2,764	13,901	10,466	24,367
36 Manitowoc	4,878,564,821	0.357116	1,768,849	443,538	2,230,387	1,879,160	3,909,547
45 Ozaukee	379,850,726	0.027605	139,128	34,534	173,661	130,741	304,402
59 Sheboygan	6,372,184,039	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			0.45718	0.34418	0.80137

II

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

Submitting a communication from Brian Johnston requesting a waiver from the Sex Offender Residency restrictions in order to live at 1721 Ashland Ave., Apt. 101.

pp+5.

City Clerk

II

Date 10/21/15

My name is Brian Johnson

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

1721 Ashland Ave Apt 101
Sheboygan WI 53081

Signature Brian Johnson

Phone No (920) 783-8035

II

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

Submitting a communication from the State of Wisconsin Department of Corrections on behalf of State inmate Jeremy J. Hamilton requesting a waiver from the Sex Offender Residency restrictions in order to be placed at a TLP at either 930A Michigan Ave. or 1123/1125 N. 14th St.

pp 5.

City Clerk

II

Scott Walker
Governor

Edward F. Wall
Secretary



**State of Wisconsin
Department of Corrections**

Mailing Address
DCC
3422 Wilgus Ave.
Sheboygan, WI 53081
(920) 459-3483
(920) 459-4386 (FAX)

October 29, 2015

Re: City of Sheboygan Sex Offender Ordinance

To whom it may concern:

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

Respectfully,

A handwritten signature in black ink, appearing to read 'Douglas Sundsmo'.

Douglas Sundsmo
Probation/Parole Agent 70807
(920) 459-3483

II

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

Submitting a communication from the State of Wisconsin Department of Corrections requesting a waiver on behalf of State inmate Travis J. Gandy in order for him to be placed at the Tee Box, 1127 N. 8th St.

PPS.

City Clerk

三

Scott Walker
Governor

Edward F. Wall
Secretary



State of Wisconsin
Department of Corrections

Mailing Address
DCC
3422 Wilgus Ave.
Sheboygan, WI 53081
(920) 459-3483
(920) 459-4386 (FAX)

October 23, 2015

Re: City of Sheboygan Sex Offender Ordinance

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of State inmate Travis J. Gandy in order for Mr. Gandy to be placed at the Tee Box, 1127 North 8th Street, Sheboygan, WI 53081.

Respectfully,

A handwritten signature in black ink, appearing to read "Douglas Sundsmo".

Douglas Sundsmo
Probation/Parole Agent 70807
(920) 459-3483

III

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

Submitting a communication from John Pirwitz requesting a waiver from the Sex Offender Residency restrictions in order to live at 414A Michigan Ave.

pp 5

City Clerk

PPIS

10-25-15

Date: 10-25-15

My name is: JOHN PIKOWITZ

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
414A MICHIGAN AVE

Signature: 

Phone Number: 920-918-6893

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.

STUDY 9

STUDY 9

EASEMENT

THIS INDENTURE, made this 5th day of November, 2015, by and between Dana A. and Kathleen Zenil, residing at 2723 N. 31st Street, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";



8 3 6 0 3 3 1
Tx:4103388

2012191
SHEBOYGAN COUNTY, WI
RECORDED ON
11/09/2015 3:27 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 6
PAGES: 2

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-609210
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east eight feet (8') of the west ninety-seven feet (97') excluding the portion of the existing south property line thirty feet (30') storm sewer easement from the original plat of the following described property:

EVERGREEN PARK ESTATES, LOT 8 BLK 4, CITY OF SHEBOYGAN,
COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

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

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 16th day of October, 2015.

Dana A. Zenil
Dana A. Zenil
(Sign in the presence of a Notary Public)

Kathleen Zenil
Kathleen Zenil
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 16th day of October, 2015, Dana A. and Kathleen Zenil, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Dana A. Zenil
Dana A. Zenil
Notary Public-Sheboygan County
My commission expires NOV. 19 2017

ACCEPTED BY: CITY OF SHEBOYGAN

BY: Michael Vandorsteen
Michael Vandorsteen
Mayor

ATTEST: Susan Richards
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 5th day of November, 2015, Michael Vandorsteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Kathryn A. Hoffman
Kathryn A. Hoffman
Notary Public-Sheboygan County
My commission expires 1-27-18



Acceptance is authorized by and in accordance with Res. No. 91-15-16.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

III

Res. No. _____ - 15 - 16. By Alderperson Belanger. November 2, 2015.

A RESOLUTION authorizing signing easements for a mini-storm sewer to be constructed in portions of their property.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the easements for a mini-storm sewer for the following properties:

1. Dana A. and Kathleen Zenil, residing at 2723 N. 31st St.

*1
suspend*

*1
Res Pass.*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this ____ day of _____, 2015, by and between Dana A. and Kathleen Zenil, residing at 2723 N. 31st Street, Sheboygan, Wisconsin, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-609210
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east eight feet (8') of the west ninety-seven feet (97') excluding the portion of the existing south property line thirty feet (30') storm sewer easement from the original plat of the following described property:

EVERGREEN PARK ESTATES, LOT 8 BLK 4, CITY OF SHEBOYGAN,
COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

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

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this ____ day of _____, 2015.

Dana A. Zenil
Dana A. Zenil
(Sign in the presence of a Notary Public)

Kathleen Zenil
Kathleen Zenil
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 16th day of OCTOBER, 2015, Dana A. and Kathleen Zenil, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

DAVID R. HENCKEL
Notary Public-Sheboygan County
My commission expires AUG. 19 2017

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2015, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

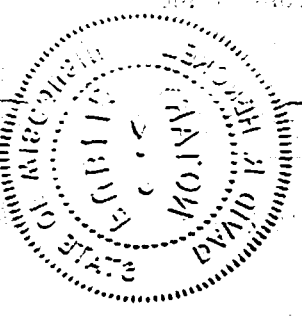
This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

[Handwritten signature]

[Handwritten signature]

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III

Res. No. _____ - 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:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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

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 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.O.W

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

III

Res. No. _____ - 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.

Inance

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

III

Res. No. _____ - 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:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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

Establish estimated revenue and appropriation for EAB Urban Forestry Grant from Wisconsin Department of Natural Resources:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
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

III

Res. No. _____ - 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.

PPS

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

**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.

III

Res. No. _____ - 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 & Grew

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**City of Sheboygan
Flexible Benefit Plan
Agreement for Service**

01/01/2016 – 12/31/2016



DI~~V~~ERSIFIED BENEFIT SER~~V~~ICES, 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: *Timothy G. Pederson* 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



III

Res. No. _____ - 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 & Lina

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

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

	<u>Single</u>	<u>Family</u>	<u>Monthly</u>	<u>Annual</u>	
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: 126% 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

III

Res. No. _____ - 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 & Grien

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

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

www.optum.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)

III

Res. No. _____ - 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.

Sal Grew

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



A renewal presentation for:
City of Sheboygan

Presented to Diversified Insurance Solutions
by Dena Zezulka

August 2015



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	Renewal Fees	Renewal Fees
			1/1/2016	1/1/2017	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.

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

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.

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 entitles 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.

III

Res. No. _____ - 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 & Grew

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

VI

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. November 2, 2015.

Your Committee to whom was referred R. O. No. 131-15-16 by the City Clerk, license applications for the period ending December 31, 2015 and June 30, 2017; recommends that Beverage Operator's License application #0237 be denied based upon her failure to accurately reveal all relevant convictions on her license application, her record as a repeat law violator, and her failure to cooperate with the Committee.

Reg

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

II

R. O. No. 131 - 15 - 16. By CITY CLERK. September 8, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2017.

Law & Lic.

City Clerk

CHANGE OF AGENT

Wendy Vera is being replaced by Jane Stange as agent for Pier 17, LLC located at 539 Riverfront Dr. effective immediately.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1511	Denny's Bar	2140 Calumet Dr. - one-day event to be held 10/18/15 to include current premise and the parking lot the west and north of the building.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0887	Bauer, Kathleen M.	1030 Pershing Ave.
9427	Bedore, Amanda L.	2115 Georgia Ave.
0900	Blair, Loretta M.	1626A N. 9 th St.
0891	Bower, Steven J.	3604 S. 16 th St.
2440	Butzen, MarthaJo	685 E Washington Ave., Cleveland
0898	Dehne, Amy Marie	3116 S. 20 th St.
5860	Firgens, Todd C.	1828 S. 12 th St.
0884	Gauerke, Shaileigh E.	509 Madison Ave., Cascade
0895	Hoffman, Katey M.	2108 Martin Ave.
9497	Jackson, Kree A.	1411 School Ave.
9885	Kaat, Amber M.	1613 Indiana Ave.
0889	Klueger, Katie Ann	2806 N. 11 th St., #1
8521	Kophamel, Marissa J.	4247 Honeysuckle Ct., F202
0886	Kramer, Joseph R.	2341 Skyline Dr., #2C
0894	Metz, Lisa Ann	1108 N. 10 th St.
0237	Mewes, Cassandra L.	1734 N. 11 th St.
8543	Mikalowsky, Tonya L.	2212 S. 16 th St.
0897	Odgers Sr., Damon A.	3626 S. 17 th Pl.
0883	Phillips, Brianna M.	830 N. 10 th St.

*9/21/15 - grant all licenses except food
Bedore, Hoffman, Metz, Mewes, Mikalowsky
10/5/15 - hold Bedore, Mewes, grant Hoffman, Jackson, Metz, Mikalowsky
10/19/15 - deny Mewes, grant Bedore*

III

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1.0

0882 Powers, William K. (Club)	W3089 State Rd. 28, Sheb. Falls
0885 Preston, Andrea Leigh	12827 San Rd., White Law
8860 Santana, Susan M.	2724 Main Ave.
0879 Shelton, Matthew C.	320 Division St., Neenah
0893 Strynick, Patricia A.	1608 S. 12 th St.
0881 Tryba, Michael A.	2413 S. 12 th St.
0720 Thurman, Luke R.	1422 N. 7 th St.
0896 Wilsing, Brittney E.	112 Pine St., #1
2315 Wilsing, Timothy S.	1029 Happy Ln., Apt. 3, Sheb. Falls

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0892	Bayona, Eduardo	N7695 Garton Ct.
0261	Juarez, Cynthia Lorenzo	2126 S. 12 th St.
0890	Nett, Steven F.	208 Main St., Cedar Grove

VI

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. November 2, 2015.

Your Committee to whom was referred R. O. No. 157-15-16 by the City Clerk, license applications for the period ending December 31, 2015 and June 30, 2017; recommends that Taxicab Driver's License application #0910 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee.

reg.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

II

R. O. No. 157 - 15 - 16. By CITY CLERK. September 21, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2017.

Paul & Lic
10/5/15 - grant all lic
except hold LeMeux
10/19/15 - hold LeMeux
11/2/15 - deny LeMeux

City Clerk

CHANGE OF AGENT

Candice Boldt is replacing Thomas Peloquin as agent at the Q Mart #208 located at 2235 North Ave. effective immediately.

Tiffany Forward is replacing Amy Schreurs as agent at the Q Mart #221 located at 3626 S. Taylor Dr. effective immediately.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2762	Braveheart Pub	2120 Calumet Dr. - one-day event to be Held 10/24/15 to include current premise and the south parking lot.
2943	Superior Bar & Grill	2607 Superior Ave. - one-day event to be held 10/18/15 to include current premise and the North and West parking lots.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0913	Blevons, Taylor N.	2317 Carmen Ave.
0903	Bluske, Courtney J.	1922 S. 17 th St.
6937	Calvert, Catherine L.	1614 N. 9 th St.
3878	Carrothers, Angela L.	2031 New Jersey Ave.
0907	Couch, Tracy J.	3255 Main Ave., #4
0205	Ebenreiter, Diane M.	4902 N. 18 th St.
0901	Foley, Sean D.	126 E. Main St., Plymouth
7782	Heyman, Benjamin F.	2521 S. 8 th St.
8232	Johnson, Stephanie M.	1548 Twin Oaks Ln.
5670	Lester, Jason D.	1408 S. 8 th St.
0909	Pfund, Brooke M.	2341 Skyline Dr., #2C
0905	Reineking, Tyler J.	1116 Geele Ave.
8328	Schemrich, Yui	212 Oak St., Sheb. Falls

10

II

721

0914 Schleicher, Alexandra E.	1410 MacArthur Ave.
0904 Schmidt, Amanda R.	4008 Erie Ave.
0906 Strysick, Breanna M.	1526 Maryland Ave.
9361 Tewinkle, Melissa J.	3416 Geele Ave.
0911 Vang, Youa	4055 Primrose Ct., #N104
6097 Wegner, Jennifer L.	2008 S. 8 th St.
4239 Yurk, Richard C.	1434 S. 8 th St.
0908 Zastrow, Timothy J.	4901 S. 10 th St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0912	Deshazer, Susan Katherine	608 North Ave.
0915	Hoskin Jr., Jimmie	849 Michigan Ave., #2, Oostburg
0910	Lemieux, Steven A.	1540 Sibley Ct.
0902	Zittel, Jacob J.	3606 Main Ave.

VII

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. November 2, 2015.

At its meeting on October 27, 2015, your Committee voted to recommend that the Common Council grant Alc. Bev. Lic. No. 3136-Frank's Place (Scott A. Wachowski, Agent) an extension until January 26, 2016 to open for business, contingent upon the license holder executing the attached agreement which provides that the license holder shall voluntarily surrender the license if they are not yet open for business at the end of the extension period.

Mr. Wachowski appeared before the committee and explained that Frank's Place (3023 North 15th Street) has not opened for business yet due to delays in renovation. He provided a copy of the building permit with regard to the new roof which was installed approximately three months ago.

Your committee recommends that the common council grant an extension to Frank's Place under the continuation of business ordinance until January 26, 2016, contingent upon the license being voluntarily surrendered on January 26, 2016 if they are not yet open for business.

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

IV

IN THE MATTER OF A POTENTIAL
QUASI-JUDICIAL HEARING
TO DETERMINE WHETHER ALCOHOL
BEVERAGE LICENSE NO. 3136
(FRANK'S PLACE, SCOTT A.
WACHOWSKI, AGENT) SHALL BE REVOKED

STIPULATION

The City of Sheboygan, by its City Attorney, Charles C. Adams, and Scott A. Wachowski, agent for the license holder, Frank's Place, hereby stipulate and agree to the following:

1. The parties stipulate and agree that that the tavern located at 3023 North 15th Street has not been in operation for a period of six months or more as of October 27, 2015; thus, putting the premises in violation of \$10-46, Sheboygan Municipal Code.
2. The City of Sheboygan hereby agrees to grant a 90-day extension to Frank's Place, so as to allow the license holder to continue to hold the license until January 26, 2016. This is being done to give the license holder additional time to remodel the tavern so as to allow it to open for business.
3. Should the tavern not be regularly open to the public for business by January 26, 2016, the license holder agrees to surrender that license by physically surrendering the license to the Sheboygan City Clerk's office on January 27, 2016.
4. Should the license holder fail to surrender the license as provided, the parties agree that the license shall nevertheless be considered null and void.
5. Given the agreement of the parties to the relevant facts required to prove a violation of \$10-46, the license holder agrees to waive any right to any additional hearing pursuant to \$10-39 with regard to said violation.
6. The parties make this agreement in lieu of having a quasi-judicial hearing in these matters. Wachowski agrees that he makes this decision of his own volition and has not been pressured or forced to make this decision.

Dated this _____ day of _____, 2015.

Charles C. Adams
CITY ATTORNEY
City of Sheboygan

Frank's Place
Scott Wachowski, agent

~~II~~

Gen. Ord. No. - 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.

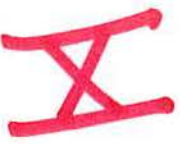
C.O.W

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





Charter Ord. No. - 15 - 16 . By Alderpersons Carlson and Belanger.
November 2, 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 2017-2018 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 2017-2018 council year in the following manner:

- A. In the Spring election of 2016, the eight (8) aldermanic positions up for election for the 2016-2017 council year (one from each district) shall be elected for a term of one (1) year.
- B. In the Spring election of 2017, the number of aldermanic positions up for election for the 2017-2018 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:

C.O.W.



- a. The eight alderpersons elected in 2016 shall serve terms of one year; and
 - b. The five alderpersons elected in 2017 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 2018 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."

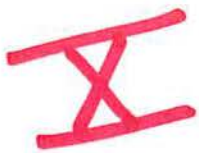
Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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



Gen. Ord. No. _____ - 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 45

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



~~X~~

Gen. Ord. No. - 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.

PP+S



- (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

XI

7.1

Gen. Ord. No. 29 - 15 - 16. By Alderpersons Donohue, Heidemann, Hammond, and Kath. October 19, 2015.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to update the Community Development Specialist job description in the City Development Department for the City of Sheboygan.

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

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

A. CITY HALL DEPARTMENTS

3. CITY DEVELOPMENT DEPARTMENT

	Class Grade	No. of Employees
<u>DELETE:</u>		
Community Development Specialist	6	1.0
<u>ADD:</u>		
Community Development Planner	6	1.0

Section 2. The job description for the Community Development Planner is attached, and copies of which shall be on file in the offices of the City Clerk, Finance Director and Human Resources Department.

Lies over.

12

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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.

My Name Here

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

Handwritten signature or text, possibly "Handwritten Signature".

Handwritten signature or text, possibly "Handwritten Signature".

Job Description

Job Title:	Community Development Planner	Department:	City Planning & Development Planner
Reports To:	Director of Planning & Development	Classification:	Salaried Exempt
Wage:	Salary Grade 6	Date Issue:	10/5/2015 Salaries & Grievances 10/19/2015 Common Council

Position Summary

Under the general direction of the Director of Planning & Development, or his/her designee performs a wide range of diverse and responsible duties pertaining to planning, zoning, and development requiring individual judgment, initiative, and specialized knowledge in carrying out procedures and applying laws and regulations.

Essential Duties & Responsibilities

1. Performs diverse clerical duties to oversee daily office activities.
2. Assists in the processing of Conditional Use Permit applications, site plans, Architectural Review Board applications, annexation petitions, zoning amendments, etc.
3. Enforcement of Zoning Codes by working with applicant, reviewing/approving plans, writing correspondences and performing onsite inspections for compliance.
4. Process Community Development Block Grant loan applications by reviewing application, requesting title searches and lead inspections, performing onsite inspection with building inspector and contractors, writing correspondences such as mortgages, contracts, and other financial forms, and perform loan closings. Assist with Community Development Block Grant Public Service program by reviewing application, writing contracts and other correspondences, and collecting quarterly reports from participating agencies. Also assist the Finance Department with audits on the Public Service agencies.
5. Act as the initial point of contact for the Planning and on occasion the Building Inspection Department, including answering telephones and distributing messages, contacting public and elected officials, returning calls, greeting customers, telephone receptionist duties, processing mail, answering routine correspondence, and maintaining department files, minute taking at various meetings, preparing agendas, etc.
6. Assist in building permit issuance and receives payments, including receipt of plans, routing to City Building Inspector, minor plan check and permit issuance as directed, contact property owners or building contractors, collect building permit and fees, as examples.
7. Researches, organizes and types correspondences and complex statistical or financial reports.
8. Performs duties of Permit Clerk when said Clerk is on vacation or sick leave.
9. Assists in the preparation of the Department budget.
10. Assist with Architectural Review Board, City Plan Commission, Historic Preservation Commission, Housing Rehabilitation Committee, Redevelopment Authority, activities, including receiving applications, preparation of mailing lists, copy and collate reports, preparation and distribution of agenda packets, work occasional evenings and/or when meetings are scheduled. Prepares Common Council documents, as required.
11. Prepares purchase orders and processes invoices.
12. Assists in tax incremental financing district creation and amendments.
13. Assists, develops, and implements procedures for expediting the flow of clerical work.
14. Develops, maintains responsibility for, and recommends needed improvements on an efficient filing system.
15. Maintains a department calendar.
16. Opens incoming mail, answers routine correspondence, and assigns technical inquiries to the proper person.
17. Performs related work as needed.

Qualification Requirements

1. Extensive knowledge of the laws, codes, principles, practices, methods, and techniques as applied to and pertaining to City planning and development and the Building Inspection Division.
2. Knowledge and demonstrated experience in annexations, real estate acquisitions, grant writing, condemnation, subdivision creation, ordinance and zoning implementation, and Community Development Block Grant programs
3. Knowledge of laws pertaining to tax incremental finance district creation and amendments.
4. Working knowledge of building design and construction.
5. Ability to assist displaced persons in solving their housing needs, including making referrals to appropriate social agencies as needed.
6. A high sense of responsibility and initiative to work independently and productively, with minimal supervision, and to work from oral and written instructions.
7. Considerable knowledge of office methods, practices, and equipment.
8. Extensive knowledge of computers and programs (Word, Excel, Power Point, AS 400, BoardDocs, Munis, Adobe Photoshop, Adobe InDesign, IMS PC Inquiry, ArcMap and Outlook).
9. Skill in handling difficult and complex office situations and ability to undertake proper disposition of problems.
10. Ability to exercise good judgment, courtesy, and tact in dealing with general public, Common Council, Committee members, City staff, contractors, architects, engineers, etc.
11. Ability to keep accurate statistical records and make reports.

Education / Experience / Certifications

A Bachelor's Degree in Urban or Regional Planning, Finance, Business Administration, or closely related field, plus a minimum of three years of professional work experience in community development, planning, development, redevelopment, grant writing, finance, or similar profession.

Pre-employment Requirement

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

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.

Possession of a valid Wisconsin Motor Vehicle Operator's License and an insured automobile for use on the job.

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.

III

5.2

Res. No. 90 - 15 - 16. By Alderperson Belanger. October 19, 2015.

A RESOLUTION authorizing signing easements for a mini-storm sewer to be constructed in portions of their property.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the easements for a mini-storm sewer for the following properties:

1. Mary C. Reinhardt, residing at 3901 S. 17th Pl.
2. Larry F. Senkbeil, residing at 3817 S. 17th Pl.

P.W.
 Ald. Belanger requested
 a Discharge of P.W. Committee
 to bring forward to 11/2/15 CC. mtg.

John Bey

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

5.2



99

EASEMENT

THIS INDENTURE, made this 6 day of October, 2015, by and between Mary C. Reinhardt, residing at 3901 S. 17th Place, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-423330
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the south eight feet (8') of the north twenty two and eighty-one hundredths feet (22.81') of Lot 6 of the following described property:

PARKWOOD ESTATES WEST, PART OF LOTS 6 AND 7, CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused the execution of this document on this 6 day of October, 2015.

Mary C Reinhardt
Mary C. Reinhardt
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 6th day of October, 2015, Mary C. Reinhardt, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe
Linda McCabe
Notary Public-Sheboygan County
My commission expires 12/11/2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2015, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

EASEMENT

THIS INDENTURE, made this 6 day of OCTOBER, 2015, by and between Larry F. Senkbeil, residing at 3817 S. 17th Place, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-423340
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east eight feet (8') of the west seventy-five feet (75') of Lot 7 and the north fourteen and eighty-one hundredths feet (14.81') of the east eight feet (8') of the west seventy-five feet (75') of Lot 6 of the following described property:

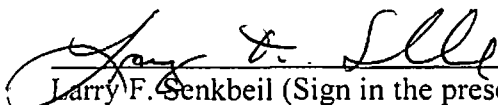
PARKWOOD ESTATES WEST, PART OF LOTS 6 AND 7, BLK 1, CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused the execution of this document on this 6 day of OCTOBER, 2015.


Larry F. Senkbeil (Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 6th day of October, 2015, Larry F. Senkbeil, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe
Linda McCabe
Notary Public-Sheboygan County
My commission expires 12/11/2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2015, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

EASEMENT

THIS INDENTURE, made this 5th day of November, 2015, by and between Larry F. Senkbeil, residing at 3817 S. 17th Place, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";



8 3 6 0 3 3 2
Tx:4103388

2012192
SHEBOYGAN COUNTY, WI
RECORDED ON
11/09/2015 3:27 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 6
PAGES: 2

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-423340
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east eight feet (8') of the west seventy-five feet (75') of Lot 7 and the north fourteen and eighty-one hundredths feet (14.81') of the east eight feet (8') of the west seventy-five feet (75') of Lot 6 of the following described property:

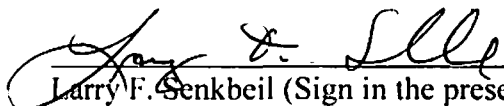
PARKWOOD ESTATES WEST, PART OF LOTS 6 AND 7, BLK 1, CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

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

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR** has caused the execution of this document on this 6 day of OCTOBER, 2015.


Larry F. Senkbeil (Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 6th day of October, 2015, Larry F. Senkbeil, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe
Linda McCabe
Notary Public-Sheboygan County
My commission expires 12/11/2016

ACCEPTED BY: CITY OF SHEBOYGAN
BY: Michael Vandersteen
Michael Vandersteen
Mayor
ATTEST: Susan Richards
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 5th day of November, 2015, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Kathryn A. Hoffman
Kathryn A. Hoffman
Notary Public-Sheboygan County
My commission expires 1-27-18



Acceptance is authorized by and in accordance with Res. No. 90-15-16.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

EASEMENT

THIS INDENTURE, made this 5th day of November, 2015, by and between Mary C. Reinhardt, residing at 3901 S. 17th Place, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";



8 3 6 0 3 3 0
Tx:4103388

2012190
SHEBOYGAN COUNTY, WI
RECORDED ON
11/09/2015 3:27 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 6
PAGES: 2

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-423330
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the south eight feet (8') of the north twenty two and eighty-one hundredths feet (22.81') of Lot 6 of the following described property:

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The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR** has caused the execution of this document on this 6 day of October, 2015.

Mary C Reinhardt
Mary C. Reinhardt
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 6th day of October, 2015, Mary C. Reinhardt, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe
Linda McCabe
Notary Public-Sheboygan County
My commission expires 12/11/2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY:

Michael Vandersteen
Michael Vandersteen
Mayor

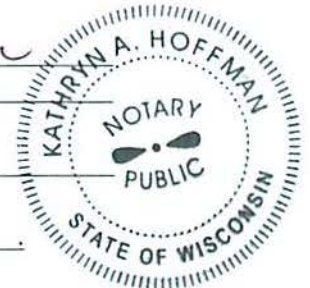
ATTEST:

Susan Richards
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 5th day of November, 2015, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Kathryn A. Hoffman
Kathryn A. Hoffman
Notary Public-Sheboygan County
My commission expires 1-27-18



Acceptance is authorized by and in accordance with Res. No. 90-15-16.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

III

5.2

Res. No. 90 - 15 - 16. By Alderperson Belanger. October 19, 2015.

A RESOLUTION authorizing signing easements for a mini-storm sewer to be constructed in portions of their property.

RESOLVED: That the Mayor and City Clerk are hereby authorized to sign the easements for a mini-storm sewer for the following properties:

1. Mary C. Reinhardt, residing at 3901 S. 17th Pl.
2. Larry F. Senkbeil, residing at 3817 S. 17th Pl.

P.W.
 Ald. Belanger requested
 a Discharge of P.W. Committee
 to bring forward to 11/2/15 CC. mtg.

John Bey

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

5.2



99

EASEMENT

THIS INDENTURE, made this 6 day of October, 2015, by and between Mary C. Reinhardt, residing at 3901 S. 17th Place, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-423330
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the south eight feet (8') of the north twenty two and eighty-one hundredths feet (22.81') of Lot 6 of the following described property:

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The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused the execution of this document on this 6 day of October, 2015.

Mary C Reinhardt
Mary C. Reinhardt
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 6th day of October, 2015, Mary C. Reinhardt, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe
Linda McCabe
Notary Public-Sheboygan County
My commission expires 12/11/2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2015, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

EASEMENT

THIS INDENTURE, made this 6 day of OCTOBER, 2015, by and between Larry F. Senkbeil, residing at 3817 S. 17th Place, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-423340
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east eight feet (8') of the west seventy-five feet (75') of Lot 7 and the north fourteen and eighty-one hundredths feet (14.81') of the east eight feet (8') of the west seventy-five feet (75') of Lot 6 of the following described property:

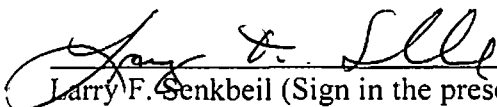
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The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused the execution of this document on this 6 day of OCTOBER, 2015.


Larry F. Senkbeil (Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 6th day of October, 2015, Larry F. Senkbeil, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe
Linda McCabe
Notary Public-Sheboygan County
My commission expires 12/11/2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2015, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

II

Other Matters

10.1

R. O. No. - 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.

City Clerk

101

III

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 be 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



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

II

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

Submitting various license applications for the period ending December 31, 2015 and June 30, 2017.

Law & Co.

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3159	Big Mikes Sports Bar & Grill	911 Indiana Ave.
3160	Bo Mallies	2427 Calumet Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
1685	Bonelli, Robyn	1812 Superior Ave.

TAXICAB BUSINESS LICENSE (RENEW) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3023	Yellow Cab	2917 N. 15 th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7767	Albrecht, Chris S.	16223 W Washington Rd., Cleveland
0943	Anderson, Jacinta D.	1632 N. 10 th St.
1057	Becker, Angela F.	2234 N. 20 th St.
0937	Chapman, Brianna Marie	1508 Erie Ave.
9346	Huerta, Jaime A.	818 Whitcomb Ave.
0942	Leis, Stewart P.	4209 State Hwy 42
0938	Loose, Scott L.	2316 S. 14 th St.
0939	Perl, Michael J.	2225 Cleveland Ave.
8389	Schultz, Cynthia A.	507 Pine St., Sheb. Falls
0936	Stuebs, Avery M.	114 Gardner St., Two Rivers
0541	Vogel, Casey A.	3602 Granite Rd.

10.5

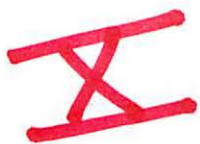
III

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0940	Asleson, Shanna Marie	3427 Eisner Ct., #B
8429	Escobar, Panfilo	3025B N. 9 th St., #4
0941	Trotter, Latricia N.	245 Shelly Dr., Sheb. Falls

TAXICAB DRIVER LICENSE (RENEW) (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0331	Williams, Kendrick L.	3647 S. 12 th St.



Gen. Ord. No. - 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.

- 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	<u>0.1900</u>	<u>0.1900</u>	<u>0.1900</u>	<u>0.1900</u>	<u>0.1900</u>
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 "
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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