ATTACHMENTS

City of Sheboygan
spirit on the lake.

November 3, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET

NAME	APPOINTED	EXPIRES
ROSE MARIE TRESTER (North Flats Neighborhood Association)	11/03/14	04/30/15
KEN VAN ORDEN (North Flats Neighborhood Association Alternate)	11/03/14	04/30/15

MICHAEL J. VANDERSTEEN, MAYOR

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

II

R. O. No. - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting various license applications.

Susan Richards
City Clerk

COMMERCIAL OPERATOR'S LICENSE (December 31, 2015)

No.	Name	Address
2787	CG Services LLC	N1403 Sauk Trial Rd., Oostburg
1059	Castle Pine Land Improv.	W2626 Schneider Rd., Sheb. Falls
2961	Eisentraut Lawn Care	404 Roosevelt Ave., Howards Grove
2790	Five Star Property Services	1036 Ontario Ave.
2110	Four Seasons Property Serv.	2029 N. 27th Pl.
1798	Greenscape Lawn Care	4837 Stonefield Rd.
1173	Jerrys Lawn & Grounds Serv.	2913 S. 17th St.
2688	Parms Landscape Management	1622 N. 7th St.
1999	Professional Landscaping LLC	836 Wisconsin Ave., Oostburg
2169	T & L Services	15854 Center Rd., Cleveland
1943	T & M Lawn Builders/Care	N4338 Claver Ct Rd., Sheb. Falls
1984	Trugreen	2015 W Spencer St., Appleton

Consent

II

II

R. O. No. ____ - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a communication from Lakeshore Technical College District (LTC) along with their Tax Levy Report for 2014-2015.

Susan Richards

City Clerk

LAKESHORE TECHNICAL COLLEGE DISTRICT

Tax Levy Report

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

I, Cindy Huhn, Secretary/Treasurer of the Lakeshore Technical College District Board of the State of Wisconsin do hereby certify that the sum of $ 10,573,172 was voted on and authorized by the Board of the above named District at the District Board meeting held on the 15th day of October, 2014. The proportion of such sum that must be raised in that part of said District lying in your City is:

$ 1,052,495.60 OPERATIONS

$ 775,646.79 DEBT SERVICE

$ 1,828,142.39 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.

Cindy Huhn

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
2014-15

Municipality	(TID Out) Equalized Valuations	Percent of Total	General	Special Revenue	Operating Total	Debt Service	Total
Calumet County							
08 012 T NEW HOLSTEIN	30,167,064	0.002223	10,740.77	2,792.37	13,533.14	9,973.38	23,506.52
Calumet County Total	30,167,064	0.002223	10,740.77	2,792.37	13,533.14	9,973.38	23,506.52
Manitowoc County							
36 002 T CATO	133,708,000	0.009854	47,605.80	12,376.47	59,982.27	44,204.51	104,186.78
36 004 T CENTERVILLE	72,935,400	0.005375	25,968.14	6,751.15	32,719.29	24,112.80	56,832.09
36 006 T COOPERSTOWN	6,980,904	0.000514	2,485.50	646.18	3,131.68	2,307.92	5,439.60
36 008 T EATON	76,189,194	0.005615	27,126.63	7,052.34	34,178.97	25,188.51	59,367.48
36 010 T FRANKLIN	102,843,600	0.007579	36,616.74	9,519.56	46,136.30	34,000.59	80,136.89
36 012 T GIBSON	90,790,361	0.006691	32,325.27	8,403.87	40,729.14	30,015.73	70,744.87
36 014 T KOSSUTH	156,902,800	0.011563	55,864.14	14,523.47	70,387.61	51,872.82	122,260.43
36 016 T LIBERTY	137,914,200	0.010164	49,103.38	12,765.82	61,869.20	45,595.10	107,464.30
36 018 T MANITOWOC	86,425,500	0.006369	30,771.19	7,999.84	38,771.03	28,572.69	67,343.72
36 020 T MANITOWOC RAPIDS	197,359,500	0.014545	70,268.46	18,268.28	88,536.74	65,248.00	153,784.74
36 022 T MAPLE GROVE	45,101,535	0.003324	16,058.08	4,174.75	20,232.83	14,910.79	35,143.62
36 024 T MEEME	110,203,100	0.008122	39,237.04	10,200.78	49,437.82	36,433.68	85,871.50
36 026 T MISHICOT	92,066,700	0.006785	32,779.70	8,522.01	41,301.71	30,437.70	71,739.41
36 028 T NEWTON	207,565,200	0.015297	73,902.13	19,212.95	93,115.08	68,622.06	161,737.14
36 030 T ROCKLAND	56,851,230	0.004190	20,241.48	5,262.35	25,503.83	18,795.29	44,299.12
36 032 T SCHLESWIG	224,648,700	0.016556	79,984.59	20,794.26	100,778.85	74,269.95	175,048.80
36 034 T TWO CREEKS	43,456,000	0.003203	15,472.20	4,022.44	19,494.64	14,366.76	33,861.40
36 036 T TWO RIVERS	125,108,400	0.009220	44,543.97	11,580.47	56,124.44	41,361.43	97,485.87
36 112 V CLEVELAND	80,354,100	0.005922	28,609.51	7,437.85	36,047.36	26,565.46	62,612.82
36 126 V FRANCIS CREEK	37,156,300	0.002738	13,229.24	3,439.32	16,668.56	12,284.05	28,952.61
36 132 V KELLNERSVILLE	11,874,200	0.000875	4,227.73	1,099.12	5,326.85	3,925.66	9,252.51
36 151 V MISHICOT	80,251,000	0.005914	28,572.80	7,428.31	36,001.11	26,531.37	62,532.48
36 176 V REEDSVILLE	49,605,800	0.003656	17,661.80	4,591.68	22,253.48	16,399.92	38,653.40
36 181 V SAINT NAZIANZ	37,011,300	0.002728	13,177.61	3,425.89	16,603.50	12,236.12	28,839.62
36 186 V VALDERS	51,797,800	0.003817	18,442.24	4,794.58	23,236.82	17,124.61	40,361.43
36 191 V WHITELAW	38,606,500	0.002845	13,745.57	3,573.55	17,319.12	12,763.50	30,082.62
36 241 C KIEL	227,915,000	0.016797	81,147.53	21,096.60	102,244.13	75,349.80	177,593.93
36 251 C MANITOWOC	1,775,254,700	0.130831	632,068.97	164,323.71	796,390.68	586,907.77	1,383,298.45
36 286 C TWO RIVERS	485,003,400	0.035743	172,682.05	44,893.59	217,575.64	160,344.47	377,920.11
Manitowoc County Total	4,841,880,424	0.356832	1,723,917.49	448,181.19	2,172,098.68	1,600,749.06	3,772,847.74
Ozaukee County							
45 002 T BELGIUM	135,494,766	0.009986	48,241.97	12,541.87	60,783.84	44,795.22	105,579.06
45 006 T FREDONIA	102,103,044	0.007525	36,353.07	9,451.01	45,804.08	33,755.76	79,559.84
45 106 V BELGIUM	135,079,400	0.009955	48,094.07	12,503.42	60,597.49	44,657.90	105,255.39
Ozaukee County Total	372,677,230	0.027465	132,689.11	34,496.30	167,185.41	123,208.88	290,394.29
Sheboygan County							
59 002 T GREENBUSH	133,124,732	0.009811	47,398.13	12,322.49	59,720.62	44,011.67	103,732.29
59 004 T HERMAN	121,417,600	0.008948	43,229.88	11,238.83	54,468.71	40,141.25	94,609.96
59 006 T HOLLAND	326,166,200	0.024037	116,129.18	30,191.07	146,320.25	107,832.13	254,152.38
59 008 T LIMA	218,133,600	0.016076	77,664.94	20,191.20	97,856.14	72,116.02	169,972.16
59 010 T LYNDON	153,915,300	0.011343	54,800.46	14,246.93	69,047.39	50,885.15	119,932.54
59 012 T MITCHELL	109,660,800	0.008082	39,043.96	10,150.58	49,194.54	36,254.39	85,448.93
59 014 T MOSEL	120,598,500	0.008888	42,938.25	11,163.01	54,101.26	39,870.45	93,971.71
59 016 T PLYMOUTH	318,935,200	0.023505	113,554.64	29,521.74	143,076.38	105,441.52	248,517.90
59 018 T RHINE	330,247,800	0.024338	117,582.41	30,568.88	148,151.29	109,181.51	257,332.80
59 020 T RUSSELL	25,274,151	0.001863	8,998.68	2,339.46	11,338.14	8,355.76	19,693.90
59 022 T SCOTT	142,262,900	0.010484	50,651.71	13,168.35	63,820.06	47,032.79	110,852.85
59 024 T SHEBOYGAN	684,516,200	0.050447	243,717.19	63,361.19	307,078.38	226,304.35	533,382.73
59 026 T SHEBOYGAN FALLS	193,165,800	0.014236	68,775.33	17,880.09	86,655.42	63,861.55	150,516.97
59 028 T SHERMAN	131,461,900	0.009688	46,806.09	12,168.57	58,974.66	43,461.93	102,436.59
59 030 T WILSON	369,405,300	0.027224	131,524.16	34,193.43	165,717.59	122,127.18	287,844.77
59 101 V ADELL	35,283,400	0.002600	12,562.41	3,265.95	15,828.36	11,664.86	27,493.22
59 111 V CASCADE	38,099,500	0.002808	13,565.06	3,526.62	17,091.68	12,595.88	29,687.56
59 112 V CEDAR GROVE	136,858,700	0.010086	48,727.58	12,668.11	61,395.69	45,246.15	106,641.84
59 121 V ELKHART LAKE	271,082,100	0.019978	96,516.88	25,092.30	121,609.18	89,621.05	211,230.23
59 131 V GLENBEULAH	29,168,700	0.002150	10,385.31	2,699.96	13,085.27	9,643.31	22,728.58
59 135 V HOWARDS GROVE	212,424,400	0.015655	75,632.22	19,662.74	95,294.96	70,228.52	165,523.48
59 141 V KOHLER	406,362,400	0.029948	144,682.48	37,614.31	182,296.79	134,345.37	316,642.16
59 165 V OOSTBURG	166,877,800	0.012298	59,415.67	15,446.78	74,862.45	55,170.61	130,033.06
59 176 V RANDOM LAKE	134,754,200	0.009931	47,978.29	12,473.31	60,451.60	44,550.39	105,001.99
59 191 V WALDO	28,084,100	0.002070	9,999.15	2,599.56	12,598.71	9,284.74	21,883.45
59 271 C PLYMOUTH	583,709,800	0.043018	207,825.77	54,030.20	261,855.97	192,977.28	454,833.25
59 281 C SHEBOYGAN	2,348,144,700	0.172904	835,328.34	217,167.26	1,052,495.60	775,646.79	1,828,142.39
59 282 C SHEBOYGAN FALLS	557,209,300	0.041065	198,390.46	51,577.22	249,967.68	184,216.08	434,183.76
Sheboygan County Total	8,324,345,083	0.613479	2,963,824.63	770,530.14	3,734,354.77	2,752,068.68	6,486,423.45
Total	13,569,069,801	1.000000	4,831,172.00	1,256,000.00	6,087,172.00	4,486,000.00	10,573,172.00

II

R. O. No. - 14 - 15. BOARD OF WATER COMMISSIONERS. November 3, 2014.

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 2015.

BOARD OF WATER COMMISSIONERS

Gerald R. Van De Kreeke, President

Raymond W. Haen, Secretary

Mark Heinz, Member

Consent

Attachment

II

Sheboygan
Water Utility

BOARD OF WATER COMMISSIONERS

2015 Budget Summary

- Tax equivalency payment to municipality estimated at $1,094,000.00
- Of 80 class AB utilities in WI, Sheboygan had the third lowest cost for 18,750 gallons of water per quarter
- No water rate increase anticipated until December 2015
- $1.825M budgeted for water main replacements
- $5.456M budgeted for other capital improvements, including $4.6M for UV disinfection system construction

WWW.SHEBOYGANWATER.ORG
72 PARK AVENUE, SHEBOYGAN, WI 53081 • PHONE 920/459-3800 • FAX 920/459-4325

YEAR 2015

SHEBOYGAN WATER UTILITY

Sheboygan, Wisconsin

2015 Final Budget

Budget provides for investment of **$12,793,283** **in all phases of Water Utility operation.**

(investment does not include principal payments; $713,733 in 2015)

Revenues

Revenues are realized from four different sources: water sales; other operating revenues; (including charges to the City for billing, metering, and collecting sewer and garbage fees); non-operating income revenues, including interest income; and contributions in aid of construction, which are special assessments for water main or lateral installations.

Budgeted Revenue projection for 2015 is **$7,490,991** (1)

Estimated Revenue total as of December 31, 2014 **$7,722,134**

Total projected Revenues for 2015 are expected to increase or (decrease) from estimated 2014 Revenues **-$231,143**

Expenditures

An overall view of the expenditures is as follows:

Expenditure by Classification	Estimated Expenses 2014	Budget 2014	Budget 2015	Budget Increase or (Decrease)	Percent Of Change Plus or Minus	
Labor	$1,401,502	$1,331,249	$1,407,735	$76,486	5.7%	
Source of Supply Expense	$18,484	$20,100	$20,484	$384	1.9%	
Pumping Expenses	$495,559	$512,274	$517,067	$4,792	0.9%	
Water Treatment Expenses	$576,581	$546,000	$622,000	$76,000	13.9%	(2)
Transmission & Dist. Expenses	$290,571	$271,000	$271,769	$769	0.3%	
Customer Accounts Expenses	$58,284	$64,800	$65,800	$1,000	1.5%	(3)
Administrative & General Expenses	$742,439	$849,118	$863,880	$14,762	1.7%	
Taxes	$1,156,145	$1,112,000	$1,221,000	$109,000	9.8%	(4)
Capital Outlay	$2,923,767	$3,798,500	$7,401,000	$3,602,500	94.8%	(5)
Interest Expense On Bonds	$421,139	$421,139	$402,548	-$18,591	-4.4%	
Totals	$8,084,471	$8,926,180	$12,793,283	$3,867,103	43.3%	

1) Rate increase in December 2015. Decrease in revenues due to conservative water consumption estimate. $7,693,283 (without UV disinfection project)

2) Increase due to direct treatment of sludge rather than disposal at Sheboygan wastewater plant.

3) Increase due to one-time refund of certain reconnection charges.

4) Increase due to PILOT on new washwater tank.

5) Increase due to UV disinfection project estimated at $5.1M.

Sheboygan's water rates remain among the lowest in the state for class AB utilities serving more than 5,000 customers.

Harsh 2014 winter conditions resulted in unusual maintenance expenses.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
51	**SHEBOYGAN WATER UTILITY**													
52	**CASH AND BUDGET SUMMARY**													
53														
54							**YEAR 2015**							
55														
56									Budget		Estimate		Budget	
57	**REVENUES**								2014		2014		2015	
58														
59	Cash Balance January 1 (including bond reserves)								$6,575,147		$5,999,431	(1)	$4,968,361	
70														
71														
72	Current Revenues													
73														
74	Total Sales of Water								$5,875,613		$5,961,257		$5,782,419	
75	Other Operating Revenues (other sales)								$1,706,792		$1,606,883		$1,550,884	
76	Non-Operating Revenues (other revenues)								$116,723		$128,994		$132,687	
77	Contr. in Aid of Construction								$25,000		$25,000		$25,000	
78														
79	Total Current Revenues								$7,724,128		$7,722,134		$7,490,991	
80														
81	Total Reserves Available								$14,299,275		$13,721,565		$12,459,352	
82														
83														
84	**EXPENDITURES**													
85														
86	Operation & Maintenance													
87														
88	Source of Supply								$20,100		$18,484		$20,484	
89	Pumping								$628,684		$603,398		$645,000	
90	Water Treatment								$1,012,127		$1,029,382		$1,097,476	
91	Transmission & Distribution Main								$651,699		$773,902		$686,768	
92	Customer Accounts								$199,800		$188,284		$200,800	
93	Taxes								$1,112,000		$1,156,145		$1,221,000	
94	Administrative & General								$1,081,032		$969,486		$1,137,738	
95														
96	Total Operation & Maintenance Exp.								$4,705,441		$4,739,081		$5,009,267	
97														
98	Other Expenditures													
99														
100	Capital Outlay								$3,798,500		$2,923,767		$7,401,000	
101	Safe Drinking Water Loan Proceeds								$0		$0		-$5,100,000	
102	Proceeds From Bond Issue (including $ to new bond reserve fund)								$0		$0		$0	
103	Debt Service (including principal and interest)								$1,090,356		$1,090,356		$1,068,281	(2)
104														
105	Total Other Expenditures								$4,888,856		$4,014,123		$3,369,281	
106														
107	Total Expenditures								$9,594,297		$8,753,204		$8,378,548	
108														
109	**Cash & Receivables Balance -December 31**								$4,704,978		$4,968,361		$4,080,804	
110	(Total Reserves - Total Expenditures)													
111														
112	1) Cash reported is actual Jan 1, 2014.													
113	2) Includes partial interest payments due on 2015 safe drinking water loan.													

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
116					**SHEBOYGAN WATER UTILITY**									
117					**STATEMENT OF ESTIMATED REVENUES**									
118														
119					**FOR FISCAL YEAR ENDING DECEMBER 31, 2015**									
120														
121														
122							Actual		Budget		Estimate		Budget	
123	**REVENUE SOURCE**						2013		2014		2014		2015	
124	(2015 estimate based on no increase in water pumpage)													
125	Metered Sales to General Customers (approx. 4,900 million gallons)													
126														
127	Residential						$2,139,886		$1,944,811		$1,848,322		$1,792,872	
128	Multi-family residential						$0		$0		$222,606		$215,928	(1)
129	Commercial						$679,360		$644,275		$470,325		$456,216	
130	Industrial						$3,105,047		$3,286,527		$3,420,003		$3,317,403	
131														
132				Totals			$5,924,293		$5,875,613		$5,961,257		$5,782,419	
133														
134	Other Sales to Water Customers													
135														
136	Private Fire Protection						$89,451		$93,912		$88,427		$85,775	
137	Public Fire Protection (%, inc Falls & Kohler)						$793,958		$819,000		$735,331		$713,271	
138	Sales to Public Authorities						$99,617		$70,000		$66,940		$70,000	
139	Sales to Sheboygan Falls & Kohler (%)						$694,023		$706,169		$699,318		$678,338	
140	Sales to Irrigation Customers						$16,867		$17,711		$16,867		$3,500	
141	Miscellaneous Sales						$0		$0		$0		$0	
142														
143				Totals			$1,693,916		$1,706,792		$1,606,883		$1,550,884	
144	Other Revenues													
145	Late Payment Charges						$30,766		$30,000		$27,081		$27,081	
146	Miscellaneous Sales:						$39,473		$27,054		$36,347		$36,347	
147	Rental Income from Georgia Ave						$19,669		$19,669		$20,259		$20,259	
148	Billing & Collecting Charge to City						$27,134		$25,000		$34,000		$34,000	
149	(other billing & collecting costs accounted for by expense reduction per PSC)													
150				Totals			$117,042		$101,723		$117,687		$117,687	
151														
152				Total Revenues			$7,735,251		$7,684,128		$7,685,828		$7,450,991	
153														
154	Other Income													
155														
156	Interest						$10,295		$15,000		$11,307		$15,000	
157	Contributions in Aid of Construction (including private laterals)						$0		$25,000		$25,000	(2)	$25,000	
158														
159				Totals			$10,295		$40,000		$36,307		$40,000	
160														
161														
162				Grand Totals			$7,745,546		$7,724,128		$7,722,134		$7,490,991	
163														
164	1) PSC has required new accounting of multi-family residential revenues													
165	2) In 2012, Utility took over responsibility for initial payment on all private water lateral assessments. City previously paid for assessments exceeding $50k.													

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
168					SHEBOYGAN WATER UTILITY									
169					OPERATION AND MAINTENANCE EXPENSES									
170														
171							YEAR 2015							
172														
173							Actual		Budget		Estimate		Budget	
174	Source of Supply Expense						2013		2014		2014		2015	
175														
176	Operations													
177														
178	Labor						$0		$100		$100		$100	
179														
180	Maintenance													
181														
182	Labor						$0		$1,000		$384		$1,384	
183	Intakes						$9,025		$19,000		$18,000		$19,000	
184														
185					Totals		$9,025		$20,100		$18,484		$20,484	
186														
187	Pumping Expenses													
188														
189	Operations													
190														
191	Labor						$38,567		$43,609		$33,122		$34,116	
192	Electricity & Natural Gas						$440,706		$440,000		$435,000		$450,000	(1)
193	Pumping Equipment						$0		$3,120		$0		$3,120	
194	Miscellaneous						$22,311		$12,000		$10,940		$12,000	
195	Utilities						$32,477		$35,000		$35,000		$35,000	
196														
197	Maintenance													
198														
199	Labor						$54,249		$72,800		$74,717		$72,800	
200	Pumping Equipment						$3,039		$2,154		$9,618		$10,000	
201	Structures						$1,570		$20,000		$5,000		$6,947	
202														
203					Totals		$592,919		$628,684		$603,398		$623,983	
204														
205	Water Treatment Expenses													
206														
207	Operations													
208														
209	Labor						$437,895		$386,127		$383,957		$395,476	
210	Water Treatment Equipment (including ~$160k sludge treatment costs)						$182,114		$115,000		$124,041		$178,000	(2)
211	Chemicals						$263,521		$360,000		$360,000		$350,000	(3)
212	Miscellaneous						$9,923		$9,000		$4,455		$9,000	
213	Utilities						$14,800		$22,000		$22,000		$22,000	
214														
215	Maintenance													
216														
217	Labor						$61,785		$80,000		$68,843		$80,000	
218	Water Treatment Equipment						$36,955		$32,000		$31,085		$32,000	
219	Structures						$15,495		$8,000		$35,000		$31,000	(4)
220														
221					Totals		$1,022,488		$1,012,127		$1,029,382		$1,097,476	
222														
223														
224	(1) Electrical rate increase of 5%. Natural gas rate increase of 4%.													
225	(2) Increase due to direct treatment of sludge rather than disposal at Sheboygan wastewater plant.													
226	(3) 3% increase in ortho and flouride. Other chemicals flat.													
227	(4) Includes filter gallery lead paint removal/encapsulation project.													

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
229					**SHEBOYGAN WATER UTILITY**									
230					**OPERATION AND MAINTENANCE EXPENSES**									
231														
232					**YEAR 2015**									
233														
234							Actual		Budget		Estimate		Budget	
235	**Transmission & Distribution Expenses**						2013		2014		2014		2015	
236														
237	Operations													
238														
239	Labor						$223,211		$190,699		$213,331		$225,000	
240	Reservoirs & Standpipes						$4,252		$1,000		$642		$1,000	
241	Mains & Hydrants						$3,942		$4,000		$12,077		$4,000	
242	Meters						$89,605		$80,000		$65,000		$80,000	
243	Customer Services						$46,892		$30,000		$30,000		$30,000	
244	Miscellaneous						$10,951		$19,000		$14,769		$14,769	
245	Utilities						$40,847		$16,000		$16,139		$16,000	
246														
247	Maintenance													
248														
249	Labor						$187,692		$190,000		$270,000	(1)	$190,000	
250	Structures & Improvements						$1,552		$1,000		$1,895		$1,000	
251	Reservoirs & Standpipes						$1,621		$10,000		$1,047		$10,000	
252	Mains						$79,686		$75,000		$120,000	(1)	$80,000	
253	Meters						$4,410		$5,000		$2,119		$5,000	
254	Hydrants						$11,424		$20,000		$4,882		$20,000	
255	Customer Services						$497		$10,000		$22,000		$10,000	
256														
257					**Totals**		$706,582		$651,699		$773,902		$686,768	
258														
259	**Customer Accounts Expenses**													
260														
261	Operations													
262														
263	Labor						$104,059		$135,000		$130,000		$135,000	(2)
264	Meter Reading						$6,415		$4,000		$7,322		$4,000	
265	Billing & Collecting						$21,708		$28,000		$28,000		$30,000	
266	Uncollectable Accounts						$789		$11,000		$11,000		$11,000	
267	Utilities						$1,407		$1,800		$708		$1,800	
268	Postage						$11,155		$20,000		$11,255		$19,000	
269														
270					**Totals**		$145,533		$199,800		$188,284		$200,800	
271														
272	**Taxes**													
273														
274	Payment in lieu of taxes (PILOT to City)						$1,025,666		$985,000		$1,029,547		$1,094,000	
275	Payroll						$100,638		$117,000		$116,598		$117,000	
276	P.S.C. Remainder Assessment (mandatory fee to state regulator)						$7,779		$10,000		$10,000		$10,000	
277														
278					**Totals**		$1,134,083		$1,112,000		$1,156,145		$1,221,000	
279														
280	**Interest Expense Long Term Debt**													
281														
282	Expense (2004 SDW loan, 2005 bonds,				**Total**		$322,157		$421,139		$421,139		$402,548	(3)
283		2007 bonds, 2013 bonds, unfunded pension)												
284														
285	1) Increase due to unusual amount of water main breaks due to harsh winter.													
286	2) Labor increase due to overlap of staff during transition to retirement.													
287	3) 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														
291														
292														
293														
294														
295														
296							Actual		Budget		Estimate		Budget	
297														
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SHEBOYGAN WATER UTILITY

OPERATION AND MAINTENANCE EXPENSES

YEAR 2015

Administrative & General Expense	Actual 2013	Budget 2014	Estimate 2014	Budget 2015	
Operations					
Labor	$236,190	$231,914	$227,047	$273,858	
Office Supplies	$15,470	$20,000	$20,000	$20,000	
Utilities	$6,557	$5,000	$5,222	$5,000	
Outside Services & Lawyers	$27,025	$132,000	(1) $122,000	$115,000	
Auditors	$12,458	$12,000	$16,838	$12,000	
Property Insurance					
Property and Contractors Equipment and Inland Marine	$30,035	$18,000	$19,500	$28,000	
Auto	$7,403	$8,500	$8,114	$8,500	
Boiler	$0	$0	$0	$0	
Crime	$718	$1,000	$781	$1,000	
Position Bond	$0	$0	$0	$0	
Computer Insurance	$0	$0	$0	$0	
Injuries & Damage Insurance					
Workmen's Comp	$28,596	$28,618	$30,000	$30,000	
General Liability, Public Officials, Umbrella	$31,275	$33,000	$44,000	$44,289	
Other Expenses					
Hospitalization (actual claims inc prescrip + TPA, reduced by emp contribs)	$367,174	$480,000	$360,000	$480,000	(2)
Retirement (WRS system)	$73,618	$80,000	$80,000	$84,000	
Life	$4,379	$4,000	$4,334	$4,000	
Regulatory Commission Expense	$10,186	$0	$5,091	$5,091	
Miscellaneous & Administrative Expense	$13,152	$15,000	$14,509	$15,000	
Amortization of Property Loss	$0	$0	$0	$0	
Maintenance					
Office Equipment Maintenance	$0	$3,000	$0	$3,000	
Office Facilities Maintenance	$19,277	$9,000	$12,050	$9,000	
Totals	$883,513	$1,081,032	$969,486	$1,137,738	

1) Increase due to state-mandated cross connection program.

2) Utility is self-insured; annual costs vary depending on actual claims.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
346														
347														
348														
349														
350														
351											Actual &			
352							Actual		Budget		Estimate		Budget	
353	New Construction						2013		2014		2014		2015	
354														
355	2015 Trans. & Distribution Mains, Hydrants and												$1,825,000	(1)
356		Other Related Services (including laterals)												
357	2015 Meters (1200) with Orion reading elements; and vacuum breakers for ccc program												$120,000	(2)
358	2014 Trans. & Distribution Mains, Hydrants and								$1,475,000		$1,600,000			
359		Other Related Services (including laterals)												
360	2014 Meters (1200) with Orion reading elements								$250,000		$250,000			
361	2013 Trans. & Distribution Mains, Hydrants and													
362		Other Related Services (including laterals)					$1,371,689							
363	2013 Meters (1200) with Orion reading elements						$186,861							
364														
365			Total New Construction				$1,558,550		$1,725,000		$1,850,000		$1,945,000	
366														
367	Other Capital Outlay													
368														
369	Pumping													
370	2015 Replace Georgia Avenue booster station SCADA system												$55,000	
371	2014 Georgia Ave booster station SCADA upgrades								$35,000		$0			
372	2014 Georgia Ave booster station 1,2,3 motor and switch gear replacement								$85,000		$0			
373	2014 Georgia Ave booster station generator replacement								$130,000		$0			
374	2014 Low lift and high lift station PLC upgrades								$30,000		$52,565			
375	2014 Low lift priming system								$30,000		$29,531			
376	2013 Replacement of #3 high lift pump motor (1959) and switch gear (1994)						70,080							
377	2013 Maintenance on low lift priming system						15,610							
378	2013 Natural gas engine maintenance						5,000							
379	2013 Georgia booster station suction sensors (#4 and 5)						5,000							
380														
381	Equipment													
382														
383	Structures													
384	2015 Replace #8 wash valve												$12,500	
385	2014 Paint 2.0 MG Georgia Ave standpipe (in and out)								$650,000		$0			
386	2014 Door replacements (rapid mix and high lift station)								$2,500		$2,500			
387	2014 High lift ceiling stabilization								$225,000		$225,000			
388	2013 Replacement of 1929 wash tank (inc engineering and demo)						$1,279,941							
389	2013 early 1900's high lift ceiling design/build renovation						$165,000							
390	2013 High lift suction valves at clear well						$90,000							
391														
392	Water Treatment													
393	Equipment													
394	2015 UV disinfection system (not including engineering)												$4,600,000	
395	2015 Upgrade control and training/break room												$15,000	
396	2015 Replace alum feed pumps (2)												$11,000	
397	2015 Construct polymer feed system												$16,000	
398	2015 Replace 1959 rapid mix tank with inline static mixers												$300,000	
399	2015 Replace chlorine analyzer (2)												$11,000	
400	2015 Plant SCADA programming												$7,000	
401	2014 Alum feed pumps (2)								$8,000		$8,000			
402	2014 Hypo feed pumps (2)								$8,000		$6,661			
403	2014 Outfall and filter to waste valve actuators (2)								$30,000		$30,000			
404	2014 Upgrade to cellular SCADA communication								$15,000		$15,000			
405	2013 Replacement dechlorination system						$16,812							
406	2013 Maintenance on sodium hypo system						$2,380							
407	2013 Outfall and filter to waste actuators (4)						$43,036							
408	2013 Replacement of 1939 west basin floc motors						$12,000							
409	2013 Replacement anthracite for filtration beds						$14,000							
410	2013 Replacement of chemical (hypo) feed pumps (2)						$7,810							
411	2013 Replacement of online chlorine analyzers						$5,530							
412	2013 Replacement of raw water turbidimeter						$5,350							
413	2013 Replacement of west sludge pump magmeter						$8,722							
414	2013 Replacement sludge pit level sensor						$6,000							
415	2013 SCADA programming						$12,262							
416	2013 General electrical maintenance (480V and above)						$6,000							
417	2013 Replacement sewer lift pump and controls						$6,000							
418	2013 Replacement of 1959 rapid mix tank with hard-plumbed manifold (inc engin)						$20,230		$98,000		$20,000			
419														
420	Structures													
421	2015 Remove/encapsulate lead paint in filter hall ceiling (filters 7-11)												$20,000	
422	2015 Security system upgrades including cameras and door alarm sensors												$12,000	
423	2015 Driveway/retaining wall patching												$15,000	
424	2015 Plant tuckpointing												$6,000	
425	2015 Replace control room/office air conditioner												$16,500	
426	2014 Security cameras and keyless door entry system								$10,000		$10,000			
427	2014 Encapsulate and remove lead paint in filter gallery ceiling								$20,000		$21,010			
428	2014 Replacement valve turner								$8,000		$9,600			
429	2014 Plant tuckpointing								$5,000		$5,000			
430	2014 Remove soil and install membrane on 1929 clear well								$70,000		$46,120			
431	2014 5 year inspection of tanks and clear well								$12,000		$12,000			
432	2013 Cover 1939 clear well with protective membrane						$58,212							
433	2013 Security system upgrades						$5,541							
434	2013 EnGenius industrial phone replacements (2)						$1,000							
435	2013 Pavement and stabilization of office and plant driveway/parking lots						$0							
436														
437	1) Water main projects include North Avenue, S. Taylor Drive $1.3M; 10 hydrants and 10 valves.													
438	2) Includes (600) 3/4" meters with Orion, (700) 1/2" meters with Orion, and smaller numbers of larger meters and elements. Orion cost captured as expense in line 242.													

SHEBOYGAN WATER UTILITY
CAPITAL OUTLAY
YEAR 2015

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
44							**SHEBOYGAN WATER UTILITY**							
45							**CAPITAL OUTLAY**							
46														
47							**YEAR 2015**							
48											Actual &			
49							Actual		Budget		Estimate		Budget	
50							2013		2014		2014		2015	
51	**Lab Equipment**													
52	2014	Temperature-controlled water bath							$2,000		$2,000			
53	2014	Jar Tester							$4,000		$2,489			
54	2013	Incubator					$2,305		$4,000					
55														
56														
57	**Office Furniture & Equipment**													
58	**2015**	**Collections Manager Program - Fiscal**											$5,500	
59	**2015**	**Meter shop/office remodels**											$7,500	
60	**2015**	**Computer and technology equipment (MS office 2013 upgrades (25))**											$15,000	
61	2014	Engineering room furniture replacement							$10,000		$8,253			
62	2013	Electric gate opener for front gate					$4,890							
63	2013	Back hall flooring replacement (1988)/office remodeling					$10,793							
64	2013	Replacement file server					$6,400							
65	2013	Replacement computers (5)					$4,849							
66	2013	Casselle software modules					$11,368							
67	2013	Replacement of 1988 office/garage roofing					$58,207							
68	2013	Reballast office and garage with T8 high efficiency bulbs					$20,986							
69	2013	Replace office work stations (5) and consolidated filing system					$27,197							
70														
71	**Transportation Equipment**													
72	**2015**	**Replace heavy duty trailer (14,000 pound capacity)**											$7,000	
73	**2015**	**Replace 2006 backhoe**											$100,000	
74	2014	Replace 2003 GMC 3/4 ton pickup							$29,000		$26,338			
75	2014	Replace 2003 GMC 3/4 ton HD pickup							$38,000		$38,000			
76	2013	Replace 2003 Silverado 1/2 T pickup					$18,623							
77	2013	Replace 2003 GMC 3/4 T pickup					$25,000							
78														
79	**Power Operated Equipment**													
80	**2015**	**Rock drill with bits**											$6,000	
81	**2015**	**Electronic leak detector or services**											$6,000	
82	**2015**	**Pickup broom for skidsteer**											$7,000	
83	2013	Replacement valve turning machine (1992)							$26,000		$26,000			
84	2013	Industrial band saw					$3,224							
85	2013	Replacement air compressor					$6,000							
86	2013	8000 W Generator					$3,152							
87														
88	**Engineering Department**													
89	**2015**	**Computer equipment, autocad renewals, ESRI cloud storage**											$8,000	
90	**2015**	**Arc GIS for desktop basic**											$2,000	
91	**2015**	**GIS design consultation**											$10,000	
92	**2015**	**UV Disinfection engineering**											$180,000	
93	**2015**	**Scan and digitize records**											$5,000	
94	2014	UV Disinfection engineering							$360,000		$360,000			
95	2014	Computer equipment, training, and services							$23,000		$23,000			
96	2014	Design work and stabilization of retaining wall/driveway							$80,000		$80,000			
97	2013	Computer equipment, training, and services					$23,749							
98	2013	UV Disinfection engineering (partial)					$14,073							
99														
100	**Safety/Maintenance**													
101	2014	Fall protection and davit arm and bases							$5,000		$5,000			
102	2014	Replace aluminum build-a-box and aluminum trench/shoring box							$21,000		$9,700			
103	2013	General safety equipment					$3,000							
104														
105														
106			**Total Other Capital**				$2,105,332		$2,073,500		$1,073,767		$5,456,000	
107														
108			**Total All Capital Expenditures**				$3,663,882		$3,798,500		$2,923,767		$7,401,000	

II

R. O. No. _____ - 14 - 15. By BOARD OF WATER COMMISSIONERS.
November 3, 2014.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the third quarter of 2014.

The water pumpage was down 1.40% from the same period in 2013. 1,238,531,000 gallons were pumped in the third quarter, compared to 1,256,156,000 in 2013.

Year to date Operating Revenue at the end of the third quarter increased by $295,710 compared to year to date 2013. The net income for the Utility, as of the end of September, 2014 is $1,085,953. 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 2014:

Number of feet of 4 inch water main installed	5.9
Number of feet of 6 inch hydrant lead installed	161.8
Number of feet of 6 inch water main installed	42.7
Number of feet of 8 inch water main installed	379.8
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	949.0
Number of feet of 16 inch water main installed	2988.3
Number of feet of 20 inch water main installed	0.0
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	1732
Number of water main breaks repaired	1
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	18
Number of water main valves installed, repaired, removed, or replaced	50
Number of water service connections installed	6

Details are shown on the attached spreadsheets.

Other Utility Business:

The Utility submitted the Financial Assistance Application to WDNR for the UV disinfection project. WDNR indicated a principle forgiveness of approximately $500,000 could be expected.

The Utility's preliminary 2015 budget was transmitted to Council.

Concur

A contractor continued with repairs to the historic high lift pump station plaster/lathe ceiling, which had begun to detach and fail.

Work continued to fabricate new letters for the Erie Avenue reservoirs.

The Utility implemented a new software module for tracking deferred payment agreements.

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, 2014
Balance Sheet Including Net Income

Account #		Debit Balance	Credit Balance
	Utility Plant in Service		
107	Construction Work in Progress	54,908,880	
111	Accumulated Provision for Depreciation of Utility Plant		16,188,206
125	Bond Redemption Fund	605,456	
129	Appropriated Funds Invested for Plant Expansion & Payables	542,777	
126	Depreciation Fund		
128	Other Special Funds Employee Pensions (ICMA & WI Def Comp)	1,386,006	
128	Other Special Funds Health Ins		
135	Working Funds	750	
136	Temporary Cash Investments	5,632,571	
142	Customer Accounts Recievable	857,246	
145	Receivables from Municipality	330,793	
154	Materials and Supplies	303,411	
163	Stores Expense		
165	Prepayments	46,245	
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		32,026,959
221	Long Term Debt Bonds		10,326,815
223	Advances from Municipality		241,618
232	Accounts Payable		19,504
235	Customer Deposits		1,054
236	Taxes Accrued		797,053
237	Interest Payable on Bonds		155,083
242	Misc. Current & Accrued Liab		1,060
251	Bond Premium		13,926
253	Misc Deferred Credits		232,439
263	Other Special Funds Employee Pensions		1,386,006
265	Accrued Employee Benefits		497,756
425	Amoritization of Pre 2003 Depreciation		
	Utility Net Income		1,085,953
		64,614,133	64,614,133

Distribution System -- 3rd Quarter --July, August, & September, 2014

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

Location	Installed	SizeJt	By	Type
David Ave. just E. of S. 24th St. (E)	7/11/2014	6" MJ	ute.	G (r/w) DI
Alabama Ave. at S. 7th St. (E of 14" on 6" interconnect)	7/22/2014	6" MJxFL	ute.	G (r/w)
Georgia Ave. just W. of S. 7th St. (W)	7/23/2014	6" MJ	ute.	G (r/w) DI
Georgia Ave. ~80' SW of Black Walnut Tr. ~475' SW of c.l. S. 26th St. (N)	8/13/2014	6" MJ	ute.	G (r/w) DI-Hyd#
Kentucky Ave. at S. 12th St. (E)	8/29/2014	12" MJ	ute.	B/F-S
Kentucky Ave. at S. 12th St. (W)	8/29/2014	16" MJ	ute.	B/F-S
S. 12th St. at Kentucky Ave. (SE)	9/3/2014	6" MJ	ute.	G (r/w) DI-Hyd#
S. 12th St. at Kentucky Ave. (S)	9/3/2014	12" MJ	ute.	G (r/w)
S. 12th St. at Alabama Ave. (NE)	9/3/2014	6" MJ	ute.	G (r/w) DI-Hyd#
S. 8th St. at Union Ave. (S)	9/4/2014	16" MJ	Vinton	B/F-W
Union Ave. at S. 8th St. (W)	9/8/2014	12" MJ	Vinton	G (r/w) DI
Union Ave. at S. 8th St. (E)	9/9/2014	8" MJ	Vinton	G (r/w) DI
S. 8th St. at Kentucky Ave. (S)	9/9/2014	12" MJ	Vinton	G (r/w) DI
Kentucky Ave. at S. 8th St. (W)	9/9/2014	16" MJ	Vinton	B/F-S
Union Ave. at S. 8th St. (NE)	9/9/2014	6" MJ	Vinton	G (r/w) DI-Hyd#
Swift Ave. at S. 8th St. (E)	9/9/2014	8" MJ	Vinton	G (r/w) DI
Swift Ave. at S. 8th St. (W)	9/9/2014	8" MJ	Vinton	G (r/w) DI
S. 12th St. at Alabama Ave. (N)	9/9/2014	12" MJ	ute.	G (r/w)
Kentucky Ave. at S. 8th St. (E)	9/11/2014	12" MJ	Vinton	G (r/w) DI
Kentucky Ave. at S. 8th St. (SE)	9/11/2014	6" MJ	Vinton	G (r/w) DI-Hyd#
S. 8th St. at Alabama Ave. (S)	9/15/2014	16" MJ	Vinton	B/F-W
S. 8th St. at Swift Ave. (E)	9/15/2014	16" MJ	Vinton	B/F-W
S. 8th St. at Alabama Ave. (N)	9/15/2014	16" MJ	Vinton	B/F-W
Swift Ave. at S. 8th St. (NE)	9/16/2014	6" MJ	Vinton	G (r/w) DI-Hyd#
Alabama Ave. at S. 8th St. (E)	9/16/2014	8" MJ	Vinton	G (r/w) DI
Alabama Ave. at S. 8th St. (NE)	9/16/2014	6" MJ	Vinton	G (r/w) DI-Hyd#
Dillingham Ave. at S. 8th St. (NE)	9/17/2014	6" MJ	Vinton	G (r/w) DI-Hyd#
Dillingham Ave. at S. 8th St. (E)	9/17/2014	8" MJ	Vinton	G (r/w) DI
Dillingham Ave. at S. 8th St. (W)	9/18/2014	8" MJ	Vinton	G (r/w) DI
S. 8th St. ~310 S. of c.l. Georgia Ave. (N of hyd tee)	9/22/2014	16" MJ	Vinton	B/F-W
S. 8th St. ~320 S. of c.l. Georgia Ave. (S of hyd tee)	9/22/2014	16" MJ	Vinton	B/F-W
S. 8th St. at Broadway Ave. (S)	9/24/2014	16" MJ	Vinton	B/F-W?
Broadway Ave. at S. 8th St. (E)	9/25/2014	12" MJ	Vinton	G (r/w) DI
Broadway Ave. at S. 8th St. (W)	9/25/2014	16" MJ	Vinton	B/F-S
High Ave. at S. 8th St. (E)	9/26/2014	8" MJ	Vinton	G (r/w) DI
High Ave. at S. 8th St. (SE)	9/26/2014	6" MJ	Vinton	G (r/w) DI-Hyd#
High Ave. at S. 8th St. (W)	9/29/2014	8" MJ	Vinton	G (r/w) DI
Georgia Ave. at S. 8th St. (NE)	9/29/2014	6" MJ	Vinton	G (r/w) DI-Hyd#
Georgia Ave. at S. 8th St. (E)	9/29/2014	8" MJ	Vinton	G (r/w) DI
Georgia Ave. at S. 8th St. (W)	9/29/2014	12" MJ	Vinton	G (r/w) DI

Total Valves Installed = 40

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
S. 12th St. at Alabama Ave. (N)	4/10/1990	9/9/2014	G (r/w)
Kentucky Ave. at S. 12th St. (E)	4/26/1937	9/24/2014	

Total Valves Removed = 2

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned
S. 7th St. at Kentucky Ave. (S)	10/21/1931	7/17/2014
Dillingham Ave. at S. 8th St. (E)		9/17/2014
S. 12th St. at Kentucky Ave. (N)	3/11/1935	9/24/2014

Total Valves Abandoned = 3

Street Valves and Hydrant Valves Maintained

Location	Installed	Maintained
S. 7th St. at Indiana Ave. (S)	14" LJ?	7/25/2014
Kohler Memorial Dr. S. Frontage Rd. ~800' NW of c.l. N. 29th St. (S) (at 3027)	6" MJ	8/5/2014
Saemann Ave. at N. 20th St. (W)	6"	7/14/2014
S. 10th St. at Wilson Ave. (S)	10" LJ?	7/9/2014
Alabama Ave. at S. 12th St. (E)	6"	9/10/2014

Total Valves Maintained = 5

Hydrants Installed (including water main projects and others)

Location	Installed	TrSize	Valve	By
S. Frontage Rd. of Kohler Memorial Dr. ~750' W. of N. 29th St. (S)	8/5/2014	7'	y	ute.
Georgia Ave. ~80' SW of Black Walnut Tr. ~475' SW of c.l. S. 26th St. (N)	8/13/2014	6'	y	ute.
S. 12th St. at Kentucky Ave. (SE)	9/3/2014	6'	y	ute.
Union Ave. at S. 8th St. (NE)	9/9/2014	7'	y	Vinton
S. 12th St. at Alabama Ave. (NE)	9/9/2014	6'6"	y	ute.
Kentucky Ave. at S. 8th St. (SE)	9/11/2014	7'	y	Vinton
Swift Ave. at S. 8th St. (NE)	9/16/2014	7'	y	Vinton
Alabama Ave. at S. 8th St. (NE)	9/17/2014	7'6"	y	Vinton
Dillingham Ave. at S. 8th St. (NE)	9/18/2014	7'	y	Vinton
High Ave. at S. 8th St. (SE)	9/26/2014	7'	y	Vinton
Georgia Ave. at S. 8th St. (NE)	9/29/2014	7'	y	Vinton

Total Hydrants Installed = 11

Hydrants Removed (including water main projects and others)

Location	Installed	RemvdDate	Hyd Valve
S. Frontage Rd. of Kohler Memorial Dr. ~750' W. of N. 29th St. (S)	10/9/1978	8/5/2014	y

Total Hydrants Removed = 1

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size	Hyd Valve?
S. 9th St. ~207' N. of C.L. Spring Ave. (E)		7/29/2014		n
S. 12th St. at Kentucky Ave. (SE)	5/15/1967	9/24/2014	7'	n

Total Hydrants Abandoned = 2

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

Location	Installed	Maintained
S. 11th St. at New Jersey Ave. (E)	11/15/2001	7/28/2014
S. 8th St. at Virginia Ave. (W)	5/12/1995	7/22/2014
S. Frontage Rd. of Kohler Memorial Dr. ~750' W. of N. 29th St. (S)	8/5/2014	8/5/2014
Union Ave. ~299' W. of c.l. S. 22nd St. (at S. 23rd St.) (N)		7/9/2014

Total Hydrants Maintained/Moved = 4

Water Main Breaks

Location	Date	Main Size (")
S. Taylor Dr. ~640' S. of c.l. Union Ave.	7/7/2014	16"

Total Water Main Breaks = 1

SUMMARY

Number of feet of 4 inch water main installed	5.86	water main
Number of feet of 6 inch hydrant lead installed	161.84	
Number of feet of 6 inch water main installed	42.67	
Number of feet of 8 inch water main installed	379.75	
Number of feet of 12 inch water main installed	948.96	
Number of feet of 16 inch water main installed	2988.28	
Number of feet of 20 inch water main installed	0.00	
Number of feet of 24 inch water main installed	0	
Number of feet of water main abandoned or removed	1732	
Number of water main breaks repaired	1	
Number of hydrants installed	11	hydrants
Number of hydrants removed or abandoned	3	
Number of hydrants maintained or moved	4	
Number of street valves installed	30	valves
Number of hydrant valves installed	10	
Number of street valves removed or abandoned	5	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	5	
Number of water connections installed	6	

HIGH LIFT DELIVERY QUARTERLY REPORT 2014

I. FIRST QUARTER	Jan - Feb - Mar	GALLONS	COST $	$/MG
	2013	983,564,000	$198,931.89	$202.26
	2014	1,135,264,000	$219,894.40	$193.69
	Percent Difference	15.42%	10.54%	-4.23%

II. SECOND QUARTER	Apr - May - Jun	GALLONS	COST $	$/MG
	2013	1,102,474,000	$209,159.60	$189.72
	2014	1,139,399,000	$201,274.11	$176.65
	Percent Difference	3.35%	-3.77%	-6.89%

III. THIRD QUARTER	Jul - Aug - Sep	GALLONS	COST $	$/MG
	2013	1,256,156,000	$205,900.46	$163.91
	2014	1,238,531,000	$208,804.00	$166.98
	Percent Difference	-1.40%	0.44%	1.87%

IV. FOURTH QUARTER	Oct - Nov - Dec	GALLONS	COST $	$/MG
	2013	1,083,959,000	$193,876.01	$178.86
	2014	0	$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!

YEAR TO DATE : 2014		GALLONS	COST $	$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2013	4,426,153,000	$807,867.96	$182.52
	2014	3,513,194,000	$627,972.51	$178.75
	Percent Difference	-20.63%	-22.27%	-2.07%

YEAR TO DATE : 2014		GALLONS	COST $
SLUDGE DISPOSAL	2013	5,564,200	$67,895.55
	2014	3,938,990	$81,499.67
	Percent Difference	-29.21%	20.04%
STORM WATER CHARGES	2014	NA	$0.00

HIGH LIFT SYSTEM DELIVERY :		
Maximum Pumpage Day	17,951,000	February 27, 2014
Minimum Pumpage Day	8,333,000	January 25, 2014

	MG	$	$/MG
2013	4,426,153,000	$807,867.96	$182.52
2014	3,513,194,000	$627,972.51	$178.75

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date. Sludge disposal costs are not included in $/MG.

II

R. O. No. _____ - 14 - 15. By BOARD OF CONTRACTORS EXAMINERS.
November 3, 2014.

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

2547	Steve Casadonte 1209 Whittier Avenue Howards Grove, WI 53083	Carpenter Contractor
2526	Jon Gilmore 10154 S 600 W Union Mills, IN 46383	General Contractor

Consent

Building/Heating Inspector

II

II

R. O. No. _____ - 14 - 15. By FIRE CHIEF. November 3, 2014.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing July 1, 2014, and ending September 30, 2014.

Consent

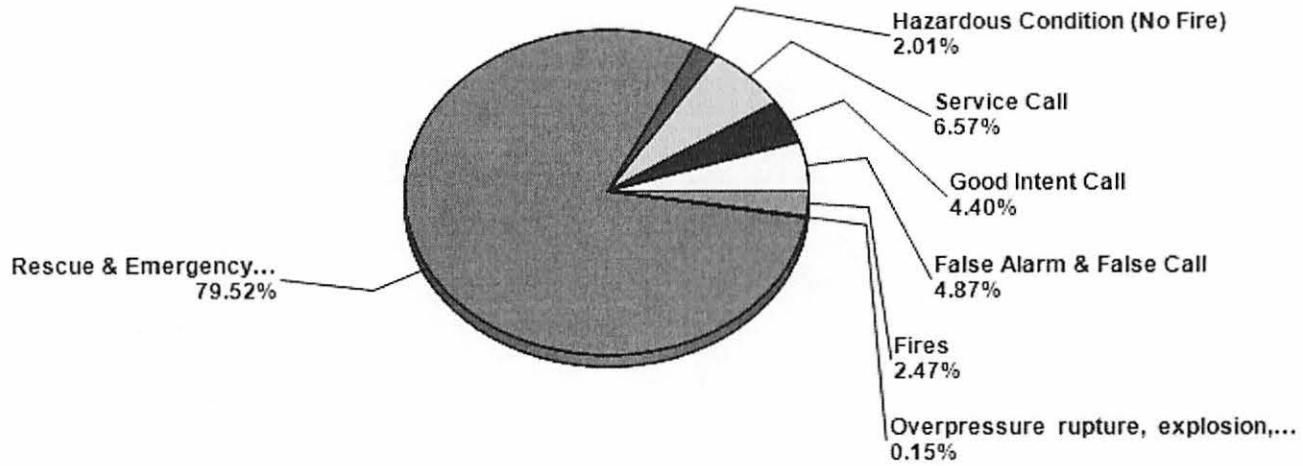
_____
Fire Chief

II

SHEBOYGAN FIRE DEPARTMENT

Quarterly Report of Departmental Activity for the period 7/1/2014 - 9/30/2014

INCIDENT RESPONSES



INCIDENT TYPES	2014	2013
Fires	32	30
Overpressure rupture, explosion, overheat - no fire	2	0
Rescue & Emergency Medical Service	1029	980
Hazardous Condition (No Fire)	26	56
Service Call	85	104
Good Intent Call	57	38
False Alarm & False Call	63	76
Severe Weather & Natural Disaster	0	2
Special Incident Type	0	1
TOTAL	1294	1287

3RD QUARTER INCIDENT COUNT PER STATION

STATION/AREA	2014	2013
Out of City	11	8
Station 1	357	392
Station 2	239	216
Station 3	336	324
Station 4	192	216
Station 5	159	131

3RD QUARTER FIRE LOSSES

	2014	2013
Number of Incidents	12	11
Total Property Loss	$ 142,200.00	$ 123,300.00
Total Content Loss	$ 29,000.00	$ 35,200.00
Total Losses	$ 171,200.00	$ 158,500.00
Average Loss	$ 14,266.00	$ 14,409.00

II

R. O. No. ____ - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a communication from the Kohler School District being their 2014-2015 School Year Tax Levy Certification.

Consent

Susan Richards
City Clerk

II

Wisconsin Department of Public Instruction
TAX LEVY CERTIFICATION
ss. 24.71, 120.17 (8)
PI-1508 (Rev. 09-05)

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))

2014-2015 School Year

generated on 10/22/2014 12:20:09 PM

OCT 29 '14 AM 11:35

T O
1. Municipal Clerk: SUSAN RICHARDS
828 CENTER AVE
SHEBOYGAN WI 53081-4442

2. Municipality: City of Sheboygan
3. County: Sheboygan County

The levy is distributed using the same percentage as the equalized valuation.	**Entire School District**	**Portion of School District Lying Within Municipality**
	Column 1	Column 2
4. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	$523,425,055.00	$101,437,945.00
5. Percent of Entire School District	100.000000 %	19.379650 %
6. Total Levy	$5,661,973.00	**$1,097,270.56**

CERTIFICATION

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

NOTARY SEAL

F R O M

Name of School District	School District Clerk
Kohler (2842)	Nancy Case

Signature of School District Clerk: [signature]

Signature of Notary Public: Paula A. Anderson

Signed before me this date: Oct 27, 2014

My Commission Expires: May 30, 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

III

Res. No. ____ - 14 - 15. By Alderpersons Carlson and Damrow.
November 3, 2014.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 1238 Geele Ave. (Washington School).

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., December 1, 2014, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class NR-6 Neighborhood Residential to Class UR-12 Urban Residential Classification:

BEING PART OF THE E. 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NE CORNER OF N. 13TH STREET AND GEELE AVENUE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE NORTH ALONG THE EAST R/W LINE OF N. 13TH STREET 650.75' TO THE SE CORNER OF N. 13TH STREET AND BELL AVENUE,THENCE EAST ALONG THE SOUTH R/W LINE OF SAID BELL AVENUE 308.88' TO THE WEST LINE OF A 15' WIDE NORTH/SOUTH ALLEY, THENCE SOUTH ALONG SAID WEST LINE OF THE ALLEY 648.39' TO ITS INTERSECTION WITH THE NORTH R/W LINE OF GEELE AVENUE, THENCE WEST ALONG SAID NORTH R/W LINE 310.72' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 201,231.4 SQ. FT. OR 4.62 ACRES.

Consent

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. November 3, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 154-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that the following licenses be granted with various caveats:

CHANGE OF AGENT

Kyle Kaehne is replacing Tony Lofaro as agent effective immediately for Festival Foods, #2821 located at 595 S. Taylor Dr.

PERSON TO PERSON TRANSFER "CLASS B" LIQUOR LICENSE

Transferring the Liquor License for The Blue Lite located at 1029 N. 8th St. from Dean Dayton to David Black.

"CLASS B" LIQUOR LICENSE (June 30, 2015)

No.	Name	Address
3096	Down Under Music Bar	723 Center Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0584	Barta, Abbigail L.	100 Pony Lane, Plymouth
0590	Cobb, Mary C.	3201 N. 27th St.
0574	Dejong, Kimberly M.	704 Broughton Dr., #3
0582	Goetsch, Jeff D.	2304 Martin Ave.
*6916	Gruenke, Rebecca M.	1412 Union Ave.

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

*0587	Marre, Kendra J.	723 Center Ave.

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

*0575	Temby, Ian D.	3017 S. 12th St.

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

0586	Wagner, Jessica A.	4910 Benley Ct., Manitowoc
0591	Wilkinson, Brenna R.	2217 Terrace View Dr., 3D
0583	Zasada, Tayna L.	W2471 Cty. Rd. K, Random Lake

Consent

TAXICAB DRIVER LICENSE(NEW) (December 31, 2014)

No.	Name	Address
0581	Gonzalez Arreola, Leyda	909 Kentucky Ave.
0573	Geldenhuis, Ezelle	2003 Cooper Ave.

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

No.	Name	Address
6090	Allmann, Michele R.	2016 N. 8th St.
0299	Baganz, Arnold A.	114 S. Min St., #342, Fond Du Lac
9790	Butts, Constance B.	729 Kentucky Ave.
7348	Castro Jr., Mauro	611 S. 15th St.
1204	Cotter Jr., Donald G.	1422A N. 10th St.
7788	DeGroat, Shawn	1614 S. 9th St.
9313	Demeuse, Robert J.	1718-2 Mallard Ave., Sheb. Falls
9714	Gering, Kevin W.	2406 Main Ave.
5170	Gilbertson, Stephen J.	1216 N. 29th St.
6725	Harrison, Renee H.	219 E 1st St., Waldo
9948	Hernickle, Pamela A.	3145 Calumet Dr.
0211	Herren, Richard E.	1328 McArthur Ave.
0266	Isherwood, Seleena M.	704 N. 14th St.
0256	Krueger, Mark A.	1444A S. 19th St.
7701	Mohr, Charles T.	1270 Meadowbrook Dr., #6, Cleveland
0318	Mondloch, Richard L.	W5681 S Cty Rd. A, Adell
7809	Moore, Sandra L.	721 Bluff Ave.
7805	Reiner, Michael G.	2419 N. 29th St.
*9044	Ringel, Tammy L.	1511 N. 8th St.

***grant with instructions to correct application**

6913	Rios, Ricardo	1731A Calumet Dr.
9981	Rosenau, Kerry R.	303 E. Mill St., #1, Plymouth
7731	Santana, Reynel	2724 Main Ave.
8860	Santana, Susan M.	2724 Main Ave.
8599	Stangel, Geraldine E.	3705 Sheridan Ave., #F1
9846	Waraich, Celia M.	N6233 Woodland Rd.
0142	Waraich, Jesse Singh	N6233 Woodland Rd.
9341	Weber, Jeffrey D.	2313 Hillshire Dr., #3A
2744	Wills, Elaine K.	1506 N. 22nd St.
9351	Yera, Javier F.	1127 N. 8th St.

_____ _____

_____ _____

_____ _____

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. ____ - 14 - 15. By LAW AND LICENSING. November 3, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 138-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0562	Heinen, Timothy J.	1313 S. 13th St.
9602	McCall, Jazzmin L.	2808 N. 21st St.

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

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. November 3, 2014.

Your Committee to whom was referred Res. No. 79-14-15 by Alderperson Heidemann authorizing entering into a State/Municipal Agreement for design and reconstruction of the S. Business Drive Bridge on S. Business Drive; recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.3

Res. No. 79- 14 - 15. By Alderperson Heidemann. October 20, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement, I.D. 4996-21-00/71 for design and reconstruction of the S. Business Drive Bridge (B-59-0100) on S. Business Drive.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and reconstruction of the S. Business Drive Bridge for the proposed sum of $2,381,627 of which the Federal/State share is $1,905,302 and of which the City of Sheboygan's share is $476,325.

BE IT FURTHER RESOLVED: that the appropriate City officials are hereby authorized to draw orders on the appropriate City accounts.

Pub. Wks. approve.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

JUNE 16, 2014

DAVE BIEBEL, DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

Subject: New Project State/Municipal Agreement
Project ID 4996-21-00/71
C Sheboygan, South Business Dr Bridge B-59-0100
Sheboygan County

Dear Mr Biebel:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 Local Bridge Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

Sandra Carpenter

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

STATE/MUNICIPAL AGREEMENT FOR A STATE- LET LOCAL BRIDGE PROJECT **Program Name: Local Bridge** **Sub-program #: 205**	Date: JUNE 11, 2014 I.D.: 4996-21-00/71 Road Name: C Sheboygan, South Business Drive Bridge ID: B-59-0100 Location: CNW R/R Limits: Washington Ave – Entry Road County: Sheboygan Project Length: 334 feet Facility Owner: City of Sheboygan Project Sponsor: City of Sheboygan

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

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

NEEDS AND ESTIMATE SUMMARY:

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

Existing Facility - Describe and give reason for request: Structure B-59-0100 is a four lane, three span structure over the CNW Railroad. The structure is 133.6 feet long and has a clear width of 48 feet. It was constructed in 1978 and rehabilitated in 2006. The sufficiency rating is 61.5 and is considered to be functionally obsolete. Both the deck geometry and under clearance have an NBI rating of 2. There is train damage to the west side of the fascia area with rebar exposed and considerable cracks in the deck, curb, and sidewalk. There are sidewalks on the existing structure, but bicycles/pedestrian facilities are not part of the designated regional system.

Proposed Improvement - Nature of work: The proposed improvement will replace the existing structure with a 134 foot long three span structure with a 52 foot clear width. The proposed structure will be on the existing alignment. The asphalt approaches will extend 100 feet to the south and 100 feet to the north of the new structure for a total project length of 334 feet. Sidewalk will be included in the length of the structure. Bridge railing and beam guard updates will be addressed. No right of way acquisition is needed to accommodate the improvements. The roadway will be closed during construction and traffic detoured.

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

The Municipality agrees to the following 2013-2018 Local Bridge program project funding conditions:

Project design and construction costs are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging. Real Estate is funded 100% by the Municipality.

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

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

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal/State Funds**	**%**	**Municipal Funds**	**%**
ID 4996-21-00					
Design	**$226,822**	**$181,458**	80%	$45,364	20%
State Review	**$56,705**	**$45,364**	80%	$11,341	20%
ID 4996-21-00					
Category 010 - Approaches					
Participating Construction	**$264,000**	**$211,200**	80%	$52,800	20%
State Review	**$29,040**	**$23,232**	80%	$5,808	20%
Category 020 - Structure					
Participating Construction	**$1,626,180**	**$1,300,944**	80%	$325,236	20%
State Review	**$178,880**	**$143,104**	80%	$35,776	20%
Non-Participating Construction	**$0**	**$0**	0%	$0	100%
Total Est. Cost Distribution	**$2,381,627**	**$1,905,302**	N/A	**$476,325**	N/A

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

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

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal or state funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.

    d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.

    f. All DBE requirements that the State specifies.

    g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.

    h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.

    i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

    j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

    c. Storm sewer mains necessary for the surface water drainage.

    d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

    e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

    f. Signing and pavement marking.

    g. New installations or alteration of street lighting and traffic signals or devices.

    h. Landscaping.

    i. Preliminary Engineering and design.

    j. Management Consultant and State Review Services.

5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.

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

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Local Bridge program improvement project to be <u>financed entirely</u> by the Municipality or other utility or facility owner includes the items listed below.

    a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

    b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

    c. Detour routes and haul roads. The municipality is responsible for determining the detour route.

    d. Conditioning, if required and maintenance of detour routes.

    e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

f. All work related to underground storage tanks and contaminated soils.

g. Street and bridge width in excess of standards.

h. Real estate for the improvement.

8. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.

9. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

10. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

11. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

12. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

13. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

14. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

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

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

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

e. Provide complete plans, specifications, and estimates.

f. Provide relocation orders and real estate plats.

g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

h. Provide maintenance and energy for lighting.

i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

17. It is further agreed by the Municipality that:

a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

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

LEGAL RELATIONSHIPS:

18. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

20. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

21. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.

22. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

23. The Municipality agrees to the following 2013-2018 Local Bridge Program project funding conditions:

    a. ID 4996-21-00: Design is funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

    b. Real Estate is funded 100% by the Municipality. This phase includes real estate acquisition services, Management Consultant Review and State Review. Costs for the real estate acquisition is 100% the responsibility of the Municipality.

    c. ID 4996-21-71: Construction:

        i. Costs for approaches and structure construction are funded with 80% federal/state funding when the Municipality agrees to provide the remaining 20%.

        ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal/state funding and 20% by the Municipality.

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. November 3, 2014.

Your Committee to whom was referred Res. No. 80-14-15 by Alderperson Heidemann authorizing entering into a State/Municipal Agreement for design and reconstruction of North Ave. from Calumet Dr. to N. 15th St.; recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.4

Res. No. 80 - 14 - 15. By Alderperson Heidemann. October 20, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement, I.D. 4996-01-78/79 for design and reconstruction of North Ave. from Calumet Dr. to N. 15th St.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and reconstruction of North Ave. from Calumet Dr. to N. 15th St. for the proposed sum of $3,758,656 of which the Federal/State share is $2,304,251 and of which the City of Sheboygan's share is $1,363,505.

BE IT FURTHER RESOLVED: that the appropriate City officials are hereby authorized to draw orders on the appropriate City accounts.

Pub. Wks. approve.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

JUNE 6, 2014

DAVID BIEBEL, DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
CITY OF SHEBOYGAN, WI 53081

Subject: New Project State/Municipal Agreement
Project ID 4996-01-78/79
C SHEBOYGAN, NORTH AVE
Sheboygan County

Dear Mr Biebel:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

Sandra Carpenter

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP-URBAN PROJECT **Program Name: STP URBAN** STP URBAN 50,000 - 200,000 **Sub-program #: 206**	Date: JUNE 6, 2014 I.D.: 4996-01-78/79 Road Name: C SHEBOYGAN, NORTH AVE Limits: CALUMET DR TO 15TH ST County: SHEBOYGAN Roadway Length: 0.6 miles Functional Classification: MINOR ARTERIAL Project Sponsor: CITY OF SHEBOYGAN

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

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

NEEDS AND ESTIMATE SUMMARY:

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

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

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

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **N/A**

The Municipality agrees to the following 2013-2018 STP-Urban project funding conditions:

Project design and construction costs are funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%, in accordance with the STP-Urban program guidelines. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019 **In accordance with the State's sunset policy for STP-Urban projects, the subject 2013-2018 STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.**

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

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

	SUMMARY OF COSTS						
PHASE	**Total Est. Cost**	**Federal Funds**	**%**	**UNION PACIFIC**	**%**	**Municipal Funds**	**%**
ID 4996-01-78							
Design	$356,839	$219,456	62%			$137,383	39%
State Review	$89,203	$54,860	62%			$34,343	39%
ID 4996-01-80 Railroad							
Crossing Surface	$101,000	$8,080	8%	$90,900	90%	$2,020	2%
ID 4996-01-81 Railroad							
Signals	$252,500	$202,000	80%			$50,500	20%
ID 4996-01-79							
Participating Construction	$2,632,035	$1,618,702	62%			$1,013,333	39%
Non-Participating Construction	$0		0%			$0	100%
State Review	$327,079	$201,154	62%			$125,925	39%
Total Est. Cost Distribution	**$3,758,656**	**$2,304,251**	N/A			$1,363,505	N/A

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

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

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

   a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

   b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the

fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.

d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.

f. All DBE requirements that the State specifies.

g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.

h. General requirements for administrating federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

   a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

   b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

   c. Storm sewer mains necessary for the surface water drainage.

   d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

   e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

   f. Signing and pavement marking.

   g. New installations or alteration of street lighting and traffic signals or devices.

   h. Landscaping.

   i. Preliminary Engineering and design.

   j. Management Consultant and State Review Services.

   k. Other eligible rail items: crossing surface and signals.

5. The work will be administered by the State and may include items not eligible for Federal participation.

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

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 STP-Urban improvement project to be <u>financed entirely</u> by the Municipality or other utility or facility owner includes the items listed below.

    a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

    b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

    c. Detour routes and haul roads. The municipality is responsible for determining the detour route.

    d. Conditioning, if required and maintenance of detour routes.

    e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

    f. All work related to underground storage tanks and contaminated soils.

    g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

    h. Other 100% Municipally funded items: N/A

8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

13. **In accordance with the State's sunset policy for STP-Urban projects, the subject 2013-2018 STP Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written

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

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

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

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

    e. Provide complete plans, specifications, and estimates.

    f. Provide relocation orders and real estate plats.

    g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

    h. Provide maintenance and energy for lighting.

    i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

    a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

    b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

    c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

    d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

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

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.

21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 STP-Urban project funding conditions:

    a. ID 4996-01-78: Design is funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 61.5% with federal funding and 38.5% by the Municipality.

    b. ID 4996-01-80: Costs for railroad crossing surface are funded with 8% federal funding when the municipality agrees to provide 2% of costs and railroad agrees to provide the remaining 90%.

c. ID 4996-01-81: Costs for railroad signals are funded with 80% federal funding when the municipality agrees to provide the remaining 20%.

d. ID X: Costs for utility items are funded 100% by the Municipality.

e. ID 4996-01-79: Construction:

   i. Costs for reconstruction: are funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%.

   ii. Costs for this phase include an estimated amount for state review activities, to be funded 61.5% with federal funding and 38.5% by the Municipality.

[End of Document]

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. November 3, 2014.

Your Committee to whom was referred Res. No. 81-14-15 by Alderperson Heidemann authorizing entering into a State/Municipal Agreement for design and reconstruction of Superior Ave. from N. Taylor Dr. to N. 29th St.; recommends that the Resolution be passed.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

4.5

Res. No. 81 - 14 - 15. By Alderperson Heidemann. October 20, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement, I.D. 4996-01-72/73 for design and reconstruction of Superior Ave. from N. Taylor Dr. to N. 29th St.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation for the design and reconstruction of Superior Ave. from N. Taylor Dr. to N. 29th St. for the proposed sum of $1,137,106 of which the Federal/State share is $699,320 and of which the City of Sheboygan's share is $437,786.

BE IT FURTHER RESOLVED: that the appropriate City officials are hereby authorized to draw orders on the appropriate City accounts.

Pub. Wks. approve.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640

E-mail: greenbay.dtsd@dot.wi.gov

JUNE 6, 2014

DAVID BIEBEL, DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081

Subject: New Project State/Municipal Agreement
Project ID 4996-01-72/73
C SHEBOYGAN, SUPERIOR AVE
SHEBOYGAN County

Dear Mr Biebel:

Attached is the State Municipal Agreement (SMA) for the above 2013-2018 STP-Urban Program project. Please print single sided and sign three (3) copies of the original agreement in blue ink and return them to me at the above address.

Note the cost ratios for each project phase and any federal/state funding caps which may exist. The Municipality is responsible for the entire cost of non-participating items as well as any costs which exceed the funding caps, if applicable.

An agreement is not considered fully approved unless it has been approved by both the Municipality and the State, and it is not considered fully executed unless a fully approved copy has been returned to the Municipality.

The Municipality and its consultants (or any other parties hired by the Municipality) ***MUST NOT*** begin work on a federal/state-funded project phase until the State has provided notice of project authorization. Any such work would be ineligible for federal/state funding. Authorization will coincide with the currently scheduled year that is stated in the agreement.

If you have any specific program related questions, please feel free to contact me at 920-492-5681 or e-mail sandra.carpenter@dot.wi.gov.

Sincerely,

Sandra Carpenter

Sandra Carpenter, P.E.
Local Program Manager
NE Region – Green Bay Office

STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP-URBAN PROJECT **Program Name: STP URBAN** STP URBAN 50,000 - 200,000 **Sub-program #: 206**	Date: JUNE 6, 2014 I.D.: 4996-01-72/73 Road Name: C SHEBOYGAN, SUPERIOR AVE Limits: N TAYLOR DR TO N 29TH ST County: SHEBOYGAN Roadway Length: 0.3 miles Functional Classification: MINOR ARTERIAL Project Sponsor: CITY OF SHEBOYGAN

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

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

NEEDS AND ESTIMATE SUMMARY:

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

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

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

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **N/A**

The Municipality agrees to the following 2013-2018 STP-Urban project funding conditions:

Project design costs are funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%, in accordance with the STP-Urban program guidelines. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

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

The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

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

	SUMMARY OF COSTS				
PHASE	**Total Est. Cost**	**Federal Funds**	**%**	**Municipal Funds**	**%**
ID 4996-01-72					
Design	$106,605	$65,562	62%	$41,043	39%
State Review	$35,533	$21,853	62%	$13,680	39%
ID 4996-01-73					
Participating Construction	$888,370	$546,348	62%	$342,022	39%
Non-Participating Construction	$0		0%	$0	100%
State Review	$106,598	$65,558	62%	$41,040	39%
Total Est. Cost Distribution	**$1,137,106**	**$699,320**	N/A	$437,786	N/A

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

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

Name Title Date

Signed for and in behalf of the State:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

   a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

   b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the

fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.

d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.

f. All DBE requirements that the State specifies.

g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.

h. General requirements for administrating federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

   a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

   b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

   c. Storm sewer mains necessary for the surface water drainage.

   d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

   e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

   f. Signing and pavement marking.

   g. New installations or alteration of street lighting and traffic signals or devices.

   h. Landscaping.

   i. Preliminary Engineering and design.

   j. Management Consultant and State Review Services.

5. The work will be administered by the State and may include items not eligible for Federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of

costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below. While federal funding is only currently available for design, the items listed below are illustrative of items that will be 100% locally funded should the project receive federal funding for construction.

    a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

    b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

    c. Detour routes and haul roads. The municipality is responsible for determining the detour route.

    d. Conditioning, if required and maintenance of detour routes.

    e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

    f. All work related to underground storage tanks and contaminated soils.

    g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

    h. Other 100% Municipally funded items: N/A

8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

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State Fiscal Year 2014, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

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

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

    e. Provide complete plans, specifications, and estimates.

    f. Provide relocation orders and real estate plats.

    g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

    h. Provide maintenance and energy for lighting.

    i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

    a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

    b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

    c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

    d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be

adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

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

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.

21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 STP-Urban project funding conditions:

    a. ID 4996-01-72: Design is funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 61.5% with federal funding and 38.5% by the Municipality.

b. ID X: Costs for utility items are funded 100% by the Municipality

c. **ID 4996-01-73: Construction:**

i. Costs for reconstruction: are funded with 61.5% federal funding when the municipality agrees to provide the remaining 38.5%.

ii. Costs for this phase include an estimated amount for state review activities, to be funded 61.5% with federal funding and 38.5% by the municipality.

[End of Document]

II

R. O. No. ____ - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a communication from Steve Scharrer, Chairman of the Sheboygan Jaycees Trails, requesting that the Common Council approve them making a donation of cross country ski trail grooming equipment to the City of Sheboygan Parks Department to be used beginning this winter at the Sheboygan Jaycee Trails located at Evergreen Park and Maywood.

Susan Richards
City Clerk

II

Sheboygan Jaycees
PO Box 561 • Sheboygan, WI 53082
920-803-8980 • shebjcs@gmail.com
SheboyganJaycees.com

October 23, 2014

Mayor Michael Vandersteen
City of Sheboygan
City Hall
828 Center Ave.
Sheboygan, WI 53081

Dear Mayor Vandersteen,

The Friends of the Sheboygan Jaycees and the Sheboygan Jaycees Foundation are requesting to make a donation of cross country ski trail grooming equipment to the City of Sheboygan Park Department, to be used beginning this winter at the Sheboygan Jaycee Trails located at Evergreen Park and Maywood. The total value of the new equipment is $18,534. The purchase is being made by the Sheboygan Jaycees Foundation and the Friends of the Sheboygan Jaycees (both are sales tax exempt organizations). Formal City approval of the grooming equipment donation is needed at this time.

The new snowmobile being donated is the Ski doo Skandic SWT 900 Ace (4-stroke engine, 24-inch wide track). City Park Department/DPW staff provided their recommendation regarding the make and model of machine being donated. The new grooming implement being donated is the Tidd Tech G-2-6, with a track setter and wiring kit. Both the snowmobile and the groomer are an improved version of the equipment currently being used.

As of October 22nd, local cross country skiers and trail supporters donated approximately $3,000 towards the new equipment (grooming equipment donations have been collected by the Sheboygan Jaycees Foundation). The Friends of the Sheboygan Jaycees have agreed to donate the balance needed to purchase the equipment (currently, up to $15,534). Equipment donations are still being accepted by the Foundation.

Please let me know if any additional information is needed. Thank you.

Sincerely,

Steve Scharrer, Chairman
Sheboygan Jaycee Trails

THE NEED FOR A SECOND GROOMER/SNOWMOBILE FOR THE JAYCEE TRAILS

10-23-14

In partnership with the City of Sheboygan Parks Department and the Sheboygan Jaycees/Jaycees Foundation, the Sheboygan Jaycee Trails were developed in 1984. Approximately 10 miles of groomed cross country ski trails and 7 miles of hiking and snowshoeing trails meander through Evergreen, Maywood and Jaycee Parks. The trail system is used by both local outdoor recreation enthusiasts and by tourists as it provides a great opportunity to be physically active and enjoy nature all year round – in Sheboygan's back yard!

Since this past summer, funds have been raised for a second trail groomer and snowmobile. The total cost is approximately $18,500. The following are four reasons for the additional equipment.

1.) Provide a back-up in case of breakdowns. The current snowmobile is 10 years old and is down for repairs at least one week during a typical 8-12 week ski season.

2.) Allow for two groomers to get the job done simultaneously. It currently takes approximately five hours for one person to groom the entire trail system after a light to moderate snow fall.

3.) Enable grooming to occur on both sides of the Pigeon River all season long, as the existing bridges at Evergreen Park and Maywood are too narrow for the grooming equipment.

Since Evergreen Park (South/East of the river) cannot be groomed for skiing in December due to Making Spirits Bright, alternate trails have been developed on the North and West side of the Maywood Bridge. Also, there are two new loops that are being developed in Maywood on the South side of the bridge (that do not need Evergreen Park to complete a loop). With two sets of grooming equipment, grooming can occur all season long on both sides of the river.

4.) Delay the replacement of the narrow bridges at Maywood and Evergreen Park which will cost hundreds of thousands of dollars.

The Sheboygan Jaycee Foundation, the original sponsor of the Jaycee Trails has been receiving donations on behalf of the groomer fundraising project. As of October 22, 2014, donations of approximately $3,000 have been received from individual skiers and supporting organizations. Donations for the equipment are still welcome and can be mailed to the Sheboygan Jaycee Foundation, P.O. Box 561, Sheboygan, WI 53082.

II

R. O. No. _____ - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a communication from Stephan Brickson for alleged damages to her vehicle when she was stopped for stop sign and was rear-ended by a City vehicle.

Finance

Susan Richards
City Clerk

II

DATE RECEIVED 10-23-14

RECEIVED BY LS Schneider

CLAIM NO. 19-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 23 '14 PM 2:09

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: Stephan J. Brickson
2. Home address of Claimant: 3232 S. 11th St, Sheboygan WI 53081
3. Home phone number: 920-627-6036
4. Business address and phone number of Claimant: Insurer: American Family Insurance, 6000 Amerian Pkwy, Madison WI 53783-0001
5. When did damage or injury occur? (date, time of day) 9/29/2014 9 PM
6. Where did damage or injury occur? (give full description) N. 10th St & North Ave, Sheboygan WI
7. How did damage or injury occur? (give full description) Our Insured was stopped for stop sign & rear end by the city vehicle.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: Holly M. Kehoe

   (b) Claimant's statement of the basis of such liability: rear end factored for inattentive driving.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous:

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

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

Property damage to insured vehicle rear

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

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

Auto:	$ 839.69
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 839.69

Damaged vehicle (if applicable)

Make: Nissan Model: Rogue Year: 2009 Mileage: 46,086

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.

Police report attached

Claim # 00-445-078988-6959

SIGNATURE OF CLAIMANT Cheryl A Christianson DATE 10-23-2014

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

American Family Ins. on behalf of Stephen Brickson

DATE RECEIVED 10-23-14 RECEIVED BY LS Schroeder

CLAIM NO. 19-14

OCT 23 '14 PM 2:09

CLAIM

Claimant's Name: American Family Ins.

Claimant's Address: 6000 American Pkwy
Madison, WI 53783-0001

Claimant's Phone No. 800-692-6326-X 45165

Cheryl Christianson

Claim # 00-445-078988-6959

Auto	$	839.69
Property	$	
Personal Injury	$	
Other (Specify below)	$	
TOTAL	$	839.69

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 $ 839.69.

American Family Ins. on behalf of Stephan Erickson

SIGNED Cheryl A. Christianson DATE: 10-23-2014

ADDRESS: 6000 American Pkwy
Madison, WI 53783-0001

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

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

ICS: **Financial Summary & Transactions** Prepared By: Cheryl A Christianson Date Prepared: 10/23/2014 10:17 AM CDT

Clm: 00-445-078988 / BRICKSON, STEPHAN J **DOL:** 09/29/2014 **Policy:** 10149990-01 **CAT:**

Financial Summary & Transactions

Filtered by: Party Name: BRICKSON, STEPHAN J Peril: Collision - Auto (025)

Total Amount after applying Filter: **Loss:** $580.69 **Deductible(s) Applied:** $250.00 **Expense:** $1.50

Loss Payments:	$580.69	**Loss Credits:**	$0.00	**Expense Payments:**	$1.50	**Expense Credits:**	$0.00
Claim:	$580.69	**Claim:**	$0.00	**Legal:**	$0.00	**Legal:**	$0.00
Salvage:	$0.00	**Salvage:**	$0.00	**Medical:**	$0.00	**Medical:**	$0.00
Subrogation:	$0.00	**Subrogation:**	$0.00	**Other:**	$1.50	**Other:**	$0.00

Display By: Chronological Order

Displaying 2 item(s). **Sorted By:** Descending Trans Date

Trans Date	Trans #	Transaction	Pay To / Payor	Party - Peril	Amount	Status
10/20/2014	0001998015	Payment - Loss - Claim	VAN HORN HYUNDAI	BRICKSON, STEPHAN J Collision - Auto (025): $580.69 D	$580.69	Issued
		Trans Message: A LOSS OCCURRING ON 09/29/2014 $250 DEDUCTIBLE APPLIED				
09/30/2014	0001937811	Payment - Expense - Other	SHEBOYGAN POLICE DEPT	BRICKSON, STEPHAN J Collision - Auto (025): $1.50	$1.50	Reconciled
		Service Date (From): 09/29/2014 **Trans Message:** POLICE / FIRE REPORT				

VAN HORN HYUNDAI INC
PLEASE SEND ALL PAYMENTS TO P.O. BOX 1144, SHEBOYGAN, WI 53082
3512 WILGUS ROAD
SHEBOYGAN, WI 53082

***** SUPPLEMENT 1 *****

10/01/2014 02:06 PM
S1 10/16/2014 12:39 PM

Owner

Owner: STEPHAN J BRICKSON
Address: 3232 S 11TH ST (920)627-6035
City State Zip: SHEBOYGAN, WI 53081-6926 **FAX:**

Control Information

Claim # : 00445078988-0C **Insured Policy # :** 1014999001
Loss Date/Time: 09/29/2014 07:00 AM **Loss Type:** Collision
Deductible: $250.00

Ins. Company: American Family Insurance

Insured: STEPHAN J BRICKSON
Address: (920)627-6035

Inspection

Inspection Date: 10/01/2014 02:05 PM **Inspection Type:** Direct Repair Program
Inspection Location: residence **Contact:**
Address: 3232 S 11TH ST
City State Zip: SHEBOYGAN, WI 53081-6926
Primary Impact: Rear **Secondary Impact:**
Driveable: Yes **Rental Assisted:**

Assigned Date/Time: **Received Date/Time:** 09/30/2014 11:00 AM
First Contact Date/Time: **Appointment Date/Time:** 10/01/2014 07:00 AM

Appraiser Name: kohls **Appraiser License # :**

Orig Appraiser Name: Jay Kohls **Appraiser License # :**

Repairer

Repairer: VAN HORN HYUNDAI **Contact:**
Address: 3512 WILGUS AVENUE **Work/Day:** (920)457-3608
P.O. BOX 1144 **FAX:** (920)459-4126
City State Zip: Sheboygan, WI 53081 **Work/Day:**
Email: BODYSHOP@VHCARS.COM

Repair Start Date/Time: 10/13/2014 **Vehicle Drop Off Date/Time:** 10/13/2014
Repair Complete Date/Time: 10/15/2014 **Vehicle Pick Up Date/Time:** 10/16/2014
Target Complete Date/Time: 10/15/2014 **Days To Repair:** 3

Vehicle

2009 Nissan Rogue S 4 DR Wagon
4cyl Gasoline 2.5
Continuously Variable Tr

Lic.Plate:	513AKL	**Lic State:**	WI
Lic Expire:		**VIN:**	JN8AS58T09W052284
Prod Date:		**Mileage:**	46,086
Veh Insp# :		**Mileage Type:**	Actual
Condition:	Good	**Code:**	Z7274C
Ext. Color:	CRIMSON ROULETTE MET	**Int. Color:**	
Ext. Refinish:	Two-Stage	**Int. Refinish:**	
Ext. Paint Code:	A33	**Int. Trim Code:**	

Options

AM/FM CD Player	Air Conditioning	Alarm System
Anti-Lock Brakes	Bucket Seats	Center Console
Cruise Control	Dual Airbags	Halogen Headlights
Head Airbags	Intermittent Wipers	Keyless Entry System
Lighted Entry System	Overhead Console	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Rear Window Defroster	Rear Window Wiper/Washer
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Steel Wheels	Tachometer	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	Tire Pressure Monitor
Traction Control System	Velour/Cloth Seats	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	PC	566		Cover,Rear Bumper	Replace PXN Reconditioned	$258.00			1.4	SM
				>> Keystone - Appleton 800-422-1995						
				>> 5085 Wren Drive						
				>> Appleton WI 54913						
				>> Quote# 231411699218207, Stock# NI1100288R, Sales Staff						
2	L	566	13	Cover,Rear Bumper	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
3	E	1528		Clip,Rear Bumper	MULTI-PART	$3.72			INC	SM
4	E	1540		Clip,Rear Bumper LT	26398CD000	$5.48				SM
5	E	1541		Clip,Rear Bumper RT	26398CD000	$5.48				SM
6	E	587		Shield,Bmpr Cvr Splash	74798JM00A	$124.45			INC	SM
7	L	M60		Hazardous Waste Removal	Refinish	$3.00*				SM
8	P			final bill	Check			S1		SM*
				>> final bill						

8 Items

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

Estimate Total & Entries

Gross Parts		$139.13	
Other Parts		$261.00	
Paint Materials		$125.80	
Parts & Material Total			$525.93
Tax on Parts & Material	@ 5.000%		$26.30

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**

Sheet Metal (SM)	$52.00	1.4	1.4	$72.80
Mech/Elec (ME)	$52.00			
Frame (FR)	$52.00			
Refinish (RF)	$52.00	3.7	3.7	$192.40
Paint Materials	$34.00			

Labor Total		5.1 Hours	$265.20
Tax on Labor	@ 5.000%		$13.26
Gross Total			**$830.69**
Less: Deductible			**$250.00-**
Net Total			**$580.69**
Less: Previous Net Total			**$580.69-**
Net Supplement Total (Final Bill)			**$0.00**

Alternate Parts Y/00/00/00/00/00 CUM 01/01/00/00/00 Zip Code: 53081 AM FAM CAPA
Recycled Parts Y/1/0 Zip Code: 53081 INV DATE: 09/30/2014

Audatex Estimating 7.0.334 S1 10/16/2014 12:42 PM REL 7.0.334 DT 09/01/2014 DB 10/15/2014

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

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

Op Codes

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

Audatex Alternate Parts Locate Report

Vehicle

2009 Nissan Rogue S 4 DR Wagon
4cyl Gasoline 2.5
Continuously Variable Tr

Options

AM/FM CD Player	Air Conditioning	Alarm System
Anti-Lock Brakes	Bucket Seats	Center Console
Cruise Control	Dual Airbags	Halogen Headlights
Head Airbags	Intermittent Wipers	Keyless Entry System
Lighted Entry System	Overhead Console	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Rear Window Defroster	Rear Window Wiper/Washer
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Steel Wheels	Tachometer	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	Tire Pressure Monitor
Traction Control System	Velour/Cloth Seats	

Line	Part Description	Supplier Part Number	Substituted For OEM Part Number	Supplier Code	CLS	SRC
1	Cover,Rear Bumper	NI1100288R	HEM22JM04H	1	R	1

> = ESTIMATE TOTAL IS BASED ON PRICE QUOTED BY THIS SUPPLIER

Key to Classification / Source Codes

CLS = Classification Code

C - CAPA CERTIFIED PART QUOTED BY LISTED SUPPLIER
M - REMANUFACTURED / REBUILT PART
R - RECONDITIONED PART
S - OEM SURPLUS PART

SRC = Source Code

1 - NON ORIGINAL EQUIPMENT MANUFACTURER PART
3 - ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART

Detailed Distributor List

1	APU7712811878210NI1100288R	KEYSTONE - APPLETON 800-422-1995 5085 WREN DRIVE APPLETON WI 54913	Quote# 231411699218207, Stock# NI1100288R. Sales Staff

Audatex Estimating 7.0.334 S1 10/16/2014 12:42 PM REL 7.0.334 DT 09/01/2014 DB 10/15/2014
Zip Code: 53081 Search Area: AM FAM CAPA

*** SUPPLEMENT RECONCILIATION ***

Supplement S1

Claim #: 00445078988-0C
File #:
Insured: STEPHAN J BRICKSON
Owner Name: STEPHAN J BRICKSON
Appraiser Name: kohls
Vehicle: 2009 Nissan Rogue S 4 DR Wagon

Insured Policy #: 1014999001
Claim Rep:
Inspection Date/Time: 10/01/2014 02:05 PM

Added Lines

Line	Guide	Part	Operation		Price	ADJ%	B%	Labor	Rate
1		final bill	Check	S1					SM*

Actual Supplement 1 Net Total **$0.00+**

Summary

	Net Total	Date	Time	Appraiser
Original Estimate	$580.69	09/30/2014	11:00 AM	Jay Kohls
Supplement 1	$580.69	10/16/2014	12:39 PM	kohls

AMERICAN FAMILY INSURANCE

6000 American Pkwy | Madison, WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

October 23, 2014

69-CAP007

CITY OF SHEBOYGAN
C/O CLERKS OFFICE
828 CENTER AVE STE 100
SHEBOYGAN WI 53081-4442

RE:	Our File No.:	00-445-078988-6959
	Our Insured:	Stephan J Brickson
	Date of Loss:	September 29, 2014
	Amt. Of Loss:	$839.69

This letter is being submitted to you pursuant to Sec. 893.80 of Wisconsin State Statutes as a claim due to an accident that occurred on September 29, 2014, involving a vehicle owned by American Family Insurance Company's insured, Stephan J Brickson, and a 2011 Ford Crown Victoria driven by Holly M Kehoe. The accident occurred at N 10th St and North Ave in the City of Sheboygan, WI.

As a result of the negligence of the operator of the 2011 Ford Crown Victoria driven by Holly M Kehoe, the vehicle insured by American Family Mutual Insurance Company was damaged in the sum of $839.69.

Pursuant to the policy of insurance existing between American Family and its insured, American Family made payment of $580.69 and the insured incurred a deductible loss of $250.00.

Pursuant to statute, American Family Mutual Insurance Company is presenting its claim for payment in the amount of $839.69.

Respectfully,

Cheryl A. Christianson

Cheryl Christianson
Subrogation Senior Adjuster
American Family Mutual Insurance Company
1-800-MYAMFAM (1-800-692-6326) X 45165
cchrist3@amfam.com
Fax: (866) 364-0982
www.amfam.com/claims

Enc:

Schroeder, Linda

From:	Christianson, Cheryl <CCHRIST3@amfam.com>
Sent:	Thursday, October 23, 2014 11:02 AM
To:	Schroeder, Linda
Subject:	Date of Accident: 9/29/2014 | American Family Claim: 00-445-078988-6959
Attachments:	DEMAND PACKET.pdf
Importance:	High

Our File No.: 00-445-078988-6959
Our Insured: Stephan J Brickson
Date of Loss: September 29, 2014
Your Driver: Holly M Kehoe
Your Vehicle: City of Sheboygan owned 2011 Ford Crown Victoria
Amt. Of Loss: $839.69 (includes $250 Deductible)

Dear Linda:
Attached is our subrogation claim packet for review. I am mailing the hardcopy as well. This is a minor rear end accident where your driver tapped the rear of our stopped vehicle at a stop sign. Should you have questions, please contact me. Thank you.

Cheryl A. Christianson
Subrogation Sr. Adjuster
American Family Mutual Insurance Company
6000 American Parkway, Madison WI 53783-0001
Phone: 1-800-MYAMFAM (1-800-692-6326) X-45165 Fax: 866-364-0982
cchrist3@amfam.com

Basic claim information, when you want it... www.amfam.com/claims

AMERICAN FAMILY INSURANCE

Scanning Center | 6000 American Pkwy | Madison WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

October 20, 2014

44-DWK004

OCT 22 '14 PM 12:59

CITY OF SHEBOYGAN
C/O CLERKS OFFICE
828 CENTER AVE STE 100
SHEBOYGAN WI 53081-4442

RE:	Our Insured Name:	Stephan J Brickson
	Claim Number:	00-445-078988-1325
	Date of Loss:	September 29, 2014
	Your Insured Name:	Sheboygan PD / Holley Kehoe
	Your Insured Address:	Center Ave, Sheboygan, WI
	Your Claim Number:	Police#: C14-18612
	Your Policy Number:	
	Our Policy Number:	10149990-01
	Our Company:	American Family Mutual Insurance Company

Our investigation has determined that your insured is responsible for damages sustained by our insured.

We anticipate making payments to our insured. Once payment is made, our Subrogation Department will send supporting documentation for reimbursement of our claim payment(s) and our insured's deductible, if applicable.

If you have any questions, please contact me at the number below.

Sincerely,

Drew W Kenyon
Casualty Claim Adjuster
American Family Mutual Insurance Company
1-800-MYAMFAM (1-800-692-6326) X 45790
dkenyon@amfam.com
Fax: (866) 594-2215
www.amfam.com/claims

CCD141010074600D0501D

00-445-078988-1325

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

P0TVBFD

PK2011

POLICE # C14-18612

ACCIDENT #

GENERAL INFORMATION

☒ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number P0TVBFD	Document Override Number
Agency Accident Number		Police Number C14-18612		
4 - Accident Date 09/29/2014	5 - Time of Accident (Military Time) 2100	6 - Total Units 02	7 - Total Injured 00	8 - Total Killed 00
2 - County SHEBOYGAN - 59	3 - Municipality SHEBOYGAN - 61, CITY		11 - Accident Location INTERSECTION	
14 - On Hwy No.	14 - On Street Name N 10TH ST	14 - Bus/Frnt/Rmp	15 - Est. Dist / Ft/Mi	15 - Hwy. Dir
16 - Fr/At Hwy No.	16 - From/At Street Name NORTH AVE	16 - Business/Frontage/Ramp		
17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude -	
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT		93 - Manner of Collision REAR-END		
112 - Access Control NO CONTROL	113 - Road Curvature STRAIGHT	113 - Road Terrain LEVEL/FLAT	Surface Type CONCRETE - 1	
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)				
117 - Relation To Roadway ON-ROADWAY				
114 - Light Condition DARK-LIGHTED	116 - Road Surface Condition DRY	118 - Weather CLOUDY		
9 ☐ Hit and Run	9 ☐ Government Property	9 ☐ Fire	9 ☒ Photos Taken	9 ☐ Trailer or Towed
9 ☐ Truck, Bus, or Hazardous Materials	9 ☐ Load Spillage	9 ☐ Construction Zone	9 ☐ Names Exchanged	
101 ☐ Supplemental Reports	102 ☐ Witness Statements	103 ☐ Measurements Taken	79 - E M S Number	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	61 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT	23 - Dir Of Travel SOUTH	24 - Speed Limit 25
36 - Operating as Classified D CLASS	37 - Endorsements	35 ☐ Operating Commercial Motor Vehicle	
29 - Driver's License Number K0003338586902	30 - State WI	31 - Expiration Year 2020	34 - On Duty Accident POLICE
25 - Operator/Pedestrian Last Name KEHOE	25 - First Name HOLLY	25 - Middle Initial M	25 - Suffix
32 - Date Of Birth 10/09/1985	33 - Sex FEMALE		
26 - Address Street & Number 1315 N 23 ST		26 - PO Box	
27 - City SHEBOYGAN	27 - State WI	27 - Zip Code 53081	28 - Telephone Number (920) 459-3333 EXT.
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)		40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED	
38 - Injury Severity N - NO APPARENT INJURY	41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED	44 ☐ Medical Transport
43 - Trapped/Extricated NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing GOING-STRAIGHT	120 - Traffic Control STOP-SIGN	62 - No. of Citations Issued	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No. / 64 - 5th Statute No.
122 - Driver Factors INATTENTIVE-DRIVING			
88 - Driver or Pedestrian Cond APPEARED NORMAL	89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test TEST-NOT-GIVEN	

CCD1410100746 0D0502D

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

P0TVBFD

PK2011

91 - Drugs Reported	
124 - Highway Factors NOT-APPLICABLE	

Vehicle

VEHICLE 01

21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 1
56 - License Plate Number B585	57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 2FABP7BV2BX146934	
50 - Year 2011	51 - Make FORD	52 - Model CROWN VIC	53 - Body Style 4D	54 - Color BLK	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage FRONT					
95 - Extent Of Damage MINOR	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
46 - Company Name CITY OF SHEBOYGAN				
47- Address Street & Number 1315 N 23 ST		47 - PO Box		
48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 459-3333 EXT.	

Insurance

INS 01

63 - Liability Insurance Company SELF-INSURED	60 ☒ Policy Holder Same As Owner
61 - Policy Holder Last Name	61 - Policy Holder First Name
61 - Policy Holder Company CITY OF SHEBOYGAN	

School Bus

BUS 01

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT	23 - Dir Of Travel SOUTH	24 - Speed Limit 25
36 - Operating as Classified D CLASS	37 - Endorsements		35 ☐ Operating Commercial Motor Vehicle	
29 - Driver's License Number B6257906826603	30 - State WI	31 - Expiration Year 2019	34 - On Duty Accident POLICE	
25 - Operator/Pedestrian Last Name BRICKSON	25 - First Name STEPHAN	25 - Middle Initial J	25 - Suffix	
32 - Date Of Birth 07/26/1968	33 - Sex MALE			

CCD141010074 60D0503D

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

P0TVBFD

PK2011

OPERATOR/PEDESTRIAN 02

26 - Address Street & Number 3232 S 11 ST			26 - PO Box
27 - City SHEBOYGAN	27 - State WI	27 - Zip Code 53083	28 - Telephone Number (920) 627-6035 EXT.
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)		40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED	
38 - Injury Severity N - NO APPARENT INJURY	41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED	44 ☐ Medical Transport
43 - Trapped/Extricated NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing STOPPED-IN-TRAFFIC	120 - Traffic Control STOP-SIGN		62 - No. of Citations Issued
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.
122 - Driver Factors NOT-APPLICABLE			
88 - Driver or Pedestrian Cond APPEARED NORMAL	89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test TEST-NOT-GIVEN	
91 - Drugs Reported			
124 - Highway Factors NOT-APPLICABLE			

Vehicle

VEHICLE 02

21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 1
56 - License Plate Number 513AKL	57 - Plate Type AUT	58 - State WI	59 - Exp Year 2015	55 - Vehicle Identification Number JN8AS58T09W052284	
50 - Year 2009	51 - Make NISS	52 - Model ROGUE	53 - Body Style UT	54 - Color MAR	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage REAR					
95 - Extent Of Damage MINOR	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02

45 ☒ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name BRICKSON	46 - First Name STEPHAN	46 - Middle Initial J	46 - Suffix	Date Of Birth 07/26/1968
46 - Company Name				
47- Address Street & Number 3232 S 11 ST		47 - PO Box		
48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53083	49 - Telephone Number (920) 627-6035 EXT.	

Insurance

CCD1410100746 0D0504D

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

P0TVBFD

PK2011

INS 02

63 - Liability Insurance Company		60 ☒ Policy Holder Same As Owner
61 - Policy Holder Last Name: BRICKSON	61 - Policy Holder First Name: STEPHAN	
61 - Policy Holder Company		

School Bus

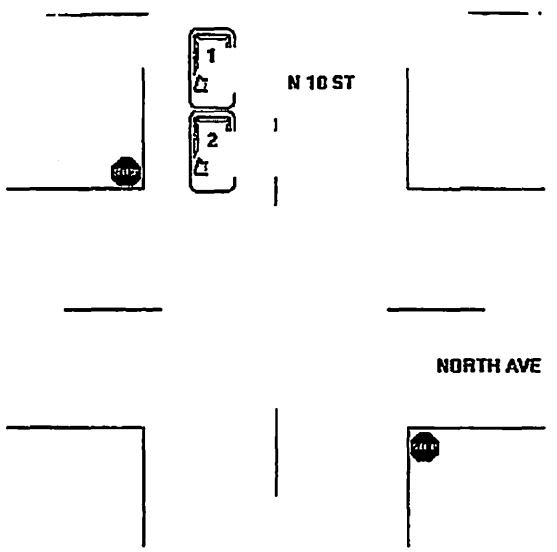
BUS 02

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY
REINEKE



UNIT #2 STOPPED FOR THE STOP SIGN ON N 10 ST AT NORTH AVE. UNIT #1 STOPPED BEHIND UNIT #2. UNIT #2 BEGAN TO PROCEED INTO THE INTERSECTION BUT STOPPED DUE TO A VEHICLE COMING THAT HAD THE RIGHT-OF-WAY. UNIT #1 REAR-ENDED UNIT #2. UNIT #1 OPERATOR STATED SHE SAW UNIT #2 BRAKE LIGHTS GO OFF SO SHE BEGAN TO DRIVE FORWARD AND LOOKED TO HER RIGHT. UPON DOING SO, SHE REAR-ENDED UNIT #2.

Officer Information

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
REINEKE	SCOTT		234

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	WI	53081	(920) 459-3333 EXT.

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
09/29/2014	2100	2105	09/29/2014

Agency Accident Number	Police Number	19 - Special Study
	C14-18612	

18 - Agency Space
CAR 4

II

R. O. No. ____ - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a communication from Ted Matkom, Wisconsin Market President, Gorman & Company, Inc., submitting an application to rezone the historic Washington School located at 1238 Geele Ave.

City Plan

Susan Richards

City Clerk

II

GORMAN & COMPANY, INC.
200 N. Main Street • Oregon, WI 53575

P: (608) 835-3900
F: (608) 835-3922
www.GormanUSA.com

REAL ESTATE DEVELOPMENT
MILWAUKEE MIAMI PHOENIX CHICAGO DENVER

October 28, 2014

Sue Richards, City Clerk
City of Sheboygan
828 Center Ave., Suite 100
Sheboygan, WI 53081

RE: Washington School (1238 Geele Street) Rezoning Application

Dear Ms. Richards:

Please except the enclosed zoning application along with this letter to rezone the historic Washington School located at 1238 Geele Street. The proposed rezoning of this parcel to Urban Residential (UR-12) will allow an adaptive reuse of this historic building that is consistent with the character of the surrounding neighborhood. The forty-two apartment homes will be contained entirely within the school building and there will be no new building square footage added to the parcel. The green space to the north of the school building will be preserved as recreational space and will continue to be owned and maintained by the school district. The financing for this adaptive reuse project will include WHEDA affordable housing tax credits, state and federal historic tax credits, and conventional debt. This development will provide quality housing for an affordable cost to residents. It proposes an appropriate density given all units will be contained within the historic school and all parking spaces will be contained on the current asphalt portion of the parcel surrounding the building. This development will meet a need within the Sheboygan community for quality affordable housing, will add to the tax base, and will save an historic building.

Please note, this application is submitted by Gorman & Company, Inc. as authorized agent of the Sheboygan School District pursuant to the enclosed letter.

Feel free to contact me with any questions at (414) 617-9997 or tmatkom@gormanusa.com.

Sincerely,

Ted Matkom
Wisconsin Market President

SHEBOYGAN
AREA SCHOOL DISTRICT
Learning Today. Leading Tomorrow.

Mark Boehlke
Assistant Superintendent
Business & Operational Services

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

October 22, 2014

Steve Sokolowski
City of Sheboygan

Dear Mr. Sokolowski,

This letter confirms that the Sheboygan Area School District authorizes Ted Matkom of Gorman & Company, Inc to act as our agent to submit a rezoning application and conditional use application to rennovate the Washington School building and surrounding property which is located at 1238 Geele Avenue to Urban Residential containing multifamily apartments.

Sincerely,

Mark Boehlke
Sheboygan Area School District
Assistant Superintendent, Business and Operational Services

MAP

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

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: Sheboygan School District PHONE NO.: (920) 459-3523

ADDRESS: 830 Virginia Ave. E-MAIL: mboehlke@sheboygan.k12.wi.us

OWNER OF SITE: Sheb. School District PHONE NO.: (920)459-3523

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1238 Geele Ave

LEGAL DESCRIPTION: SEC 15 T15N R23E PART OF THE E 1/2, SE 1/4, NE 1/4 LYING E OF N 13 ST S OF BELL AVE W OF KROOS & HEERMANN'S SUBD 2 & N OF GEELE AVE EXCEPT THE 15' STRIP OF LAND ALONG E END OF PARCEL FOR ALLEY PURPOSES WASHINGTON SCHOOL

PARCEL NO. 59281719720 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: NR-6

PROPOSED ZONING DISTRICT CLASSIFICATION: UR-12

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE:

Historic elementary school no longer in use

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE:

42 units of residential multi-family

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

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

The justification to change the zoning is to preserve this historic building and readapt the building to a new multifamily use which is consistent wit the surrounding neighborhood.

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

- ☐ **The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.**
- ☐ **A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.)** ***NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.***
- ☒ **Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.**
- ☐ **Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.**
- ☐ **Explain:** The existing school is no longer in use by the school district. A rezone is necessary to convert this historic school into a new multifamily use.

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

The conversion of the school to multifamily will preserve the historic facade and exterior of the school as it substantially exists today. The new multifamily residential use is consistent with the surrounding residential neighborhood.

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

The proposed adaptive reuse of the historic Washington School preserves the history of the City and the surrounding neighborhood and is not inconsistent with the Comprehensive Plan.

4. CERTIFICATE

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

APPLICANT'S SIGNATURE	10/28/14 **DATE**

Ted Matkom
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

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

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

ZONING CHANGE REQUEST APPLICATION PROCEDURE

1. Submit a map showing the location of the zoning request. All maps and legal descriptions must be obtained from the City of Sheboygan Engineering Dept. located at 2026 New Jersey Ave. ph.#459-3394. The Engineering Dept. requests a 2 week lead time prior to the Thursday before the following Monday's council meeting in order to have proper time to prepare the documents. **Any submittals occurring less than 2 weeks prior to a council meeting may cause the requested documents to be delayed until the following Council meeting.**

2. Your Zoning Application will go to the Common Council on Monday, November 3*, 2014.
   * Provided application is filed with the clerk no later than October, 29th and 4:30 pm

3. It will be referred to the City Plan Commission, which will discuss it on Tuesday, November 11, 2014. (attend) **(They will send you a letter advising you of this date and place.)**

4. The Plan Commission will submit their recommendation to the Common Council on Monday, November 17, 2014.

5. The documents will "Lay Over" until the next meeting of the Common Council, Monday, December 1, 2014, (attend) at which time the public hearing will be held, and your request will be granted or denied.

6. You are able to state your reasons for the rezoning at the

Plan Commission meeting, and at the public hearing. Others will be able to speak at the public hearing, also.

If you have any further questions regarding your zoning application, just call our office at 459-3361, Monday thru Friday, between the hours of 8:00 a.m. and 5:00 p.m.

II

R. O. No. ____ - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a communication from Alderperson Bohren suggesting the attached revision of the CAO (Chief Administrative Officer) job description to be considered by the Salaries and Grievances Committee.

Sal & Grie

City Clerk

CITY OF SHEBOYGAN

CHIEF ADMINISTRATIVE OFFICER

GRADE 16 **Code A01020D**

Reports to:	**Common Council President,** VICE PRESIDENT AND COW CHAIRPERSON	**Department: Administrative**
Classification:	**Exempt**	
Date:	**October 3, 2011 Common Council**	**Approved: S & G 9/26/11**
	Modified October 8, 2012	**S & G**
	October 15, 2012	**Common Council**

POSITION SUMMARY:

This is a professional and management position responsible for DEVELOPING AND PRESENTING A DETAILED BALANCED BUDGET, **the administration of day-to-day operations of the city government in accordance with state laws, city ordinances and policies determined by the City Council. This position implements the directives of the Common Council with input from the Mayor and recommends policies and procedures.**

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. **Develop** AND PRESENT A PRELIMINARY DETAILED BALANCED BUDGET **and implement** THE **annual budget under the direction of the Common Council with input from the Mayor.**

2. **Develop** AND PRESENT **short and long term** ROLLING FIVE YEAR **strategic plans, for the city under the direction of the Common Council with input from the Mayor.**

3. **Establish and maintain procedures to facilitate communications between citizens and city government to assure that complaints, grievances, and other matters receive prompt attention by the responsible official and to assure that all such matters are expeditiously resolved.**

4. **Effectuate actions of the Common Council and implement administrative matters under the direction of the Common Council with input from the Mayor.**

5. **Consults with the Mayor and Common Council President** VICE PRESIDENT AND COW CHAIRPERSON **on emergent matters requiring policy decisions.**

6. **Conduct research, prepare reports and make recommendations to the Mayor and Common Council on matters included within the scope of office.**

7. **Serve as ex-officio nonvoting member of the Standing Committees of the City, except as specified by the Common Council or Wisconsin State Statutes.**

8. **Attend meetings of the Common Council, assisting the Mayor and council as required in the performance of their duties. Provide information about the administrator's office through oral or written reports** TO THE APPROPRIATE STANDING COMMITTEE OR THE COW **at regular and special meetings of the council.**

9. **Acts as public information officer for the City.** ON A MONTHLY BASIS AND

SUPERVISORY RESPONSIBILITIES:

Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include hiring of employees, planning and directing work in consultation with input from the Mayor, appraising performance, and salary administration for all non-elected Department Heads (including Fire and Police), addressing complaints and resolving problems. All non-elected Department Heads report to the Chief Administrative Officer.

Hiring/Promotion Clarification of Process: This individual recommends to the Mayor and Common Council, the appointment, promotion and termination of all employees that fall under the specified Table of Organization in accordance with the guidelines set forth by the City Human Resources Department.

Evaluations: This individual is responsible for implementing employee evaluation of all Managers and Directors. These evaluations are to be in accordance with the guidelines set forth by the City Human Resources Department.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty and responsibility satisfactorily. The requirements listed below are representative of the knowledge required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

Bachelor's Degree from an accredited college or university required with an advanced degree such as an MBA or MPA required. Position requires at least ten years of progressively responsible work experience in a municipal or private sector settings with a minimum of five years functioning in a senior leadership position.

Required Knowledge, Skills and Abilities:

- Experience in human resources management, budgeting and financial administration
- Knowledge in establishing and using performance measurement
- Thorough knowledge of principles and practices of public administration including comprehensive knowledge of Federal and State laws and regulations affecting municipal government.
- Knowledge of and significant experience in long-range planning of programs and services, management team development and employee relations
- Considerable ability to conduct sound research and to develop effective recommendations for policies and implementation procedures.
- Considerable experience in team building, planning organizing and directing the work of others.

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.

SAlphJob Description:
ChiefAdministrativeofficer
Modified 10/8/12
S & G 10 8 12

CAO PERFORMANCE EVALUATION

THE CAO'S PERFORMANCE WILL BE EVALUATED ON AN ANNUAL BASIS BY THE COUNCIL PRESIDENT, VICE PRESIDENT, AND COW CHAIRPERSON WITH THE ASSISTANCE FROM THE DIRECTOR OF THE HUMAN RES. DEPT.

II

R. O. No. ____ - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a petition from Richard Hendricks et al. requesting a 2 hour parking restriction on the east side of N. 12th St. between North Ave. and School Ave., similar to the parking ordinance for N. 11th St. between North Ave. and School Ave.

PP&S.

Susan Richards
City Clerk

II

Richard Hendricks
Fellow Neighbors on North 12th St
2743 North 12th St
Apt 2
Sheboygan WI 53083

October 28, 2014

City of Sheboygan
828 Center Ave
Sheboygan WI 53081

RE: On Street Parking, North 12th Street, between North Avenue and School Avenue

Dear Honorable Mayor and Common Council

Enclosed is a Petition requesting a 2 hour parking restriction on the east side of North 12th Street between North Ave and School Avenue, similar to the Parking Ordinance for North Eleven Street between North Avenue and School Avenue.

Sincerely:

Richard Hendricks
2743 North 12th St
Apt 2
Sheboygan WI 53083

To the City of Sheboygan & Common Council
City of Sheboygan, Wisconsin 53081

Re: Petition for 2 hour parking restriction for North 12th from North Ave, north to School Ave, East side of the Street. Parking by permit only for residents. (Proposed ordinance would be similar to the ordinance enacted for North 11th street between North Ave, north to School Ave.) Reason for propose ordinance; unsafe conditions due to excessive student parking along with student litter.

Below is a list of residences living on North 12th ST, supporting proposed ordinance:

	Name	Address		City	Date	Signature
1	Rick Hendricks	2743	N 12th ST	Sheboygan	10/9/2014	
2	Ben Rivera	2705	N 12th ST	Sheboygan	10/10/2014	
3	Matt Robinson	2721	N 12th ST	Sheboygan	10/10/2014	
4	James Robinson	2721	N 12th ST	Sheboygan	10/10/2014	
5	Ron Stewart	2743	N 12th ST	Sheboygan	10/10/2014	
6	Latishia Boyer	2805	N 12th ST	Sheboygan	10/12/2014	Latishia Boyer
7	Ruth Stewart	2805	N 12th ST	Sheboygan	10/12/2014	Ruth Stewart
8	Rachael Doty	2805	N 12th ST	Sheboygan	10/12/2014	Rachael Doty
9	[illegible]	2805	N 12th ST	Sheboygan	10/12/2014	
10	Molly Vigue	2811	N 12th ST	Sheboygan	10/12/2014	
11	[illegible]	2739	N 12th ST	Sheboygan	10/12/2014	
12	[illegible]	2737	N 12th ST	Sheboygan	10/17/2014	Ken Bey
13	Cheryl Schatten	2731	N 12th ST	Sheboygan	10/17/2014	Cheryl Schatten
14	LiAnn Glynn	2747	N 12th ST	Sheboygan	10/26/2014	LiAnn Glynn
15	Elias Robles	2747	N 12th ST	Sheboygan	10/26/2014	Elias Robles
16			N 12th ST	Sheboygan	/ /2014	

I, Rick Hendricks, residing at 2743 N. 12th Str. Apt. #2 collected these signatures

II

R. O. No. _____ - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a claim from Robert Lettre for alleged damages to his ceiling which cracked and fell during the 8th St. construction.

Finance

Susan Richards
City Clerk

II

DATE RECEIVED 10-27-14 RECEIVED BY LSSchaefer

CLAIM NO. 20-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 27 '14 PM 2:01

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.

TO CITY OF SHEBOYGAN

1. Name of Claimant: Robert F. LETTRE SR
2. Home address of Claimant: 717 DILLINGHAM AVE.
3. Home phone number: 920 452-7658
4. Business address and phone number of Claimant: Retired
5. When did damage or injury occur? (date, time of day) 9-20-14 - 10-19-14
6. Where did damage or injury occur? (give full description) Basement Laundry Room ceiling (plaster) cracked & pieces fell
7. How did damage or injury occur? (give full description) the shaking and vibration caused by the 8th street construction. When they were breaking the cement, the house shook and caused ceiling to crack and pieces fell. the shaking felt like a low grade earthquake or a tremor.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

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

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

   (a) Public property alleged to be dangerous: _____

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

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

_____

_____

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

_____

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

Auto: $_____

Property: $ 900. to 1100.00 (Estimated cost to Repair, by Pete Stryszick Contractor)

Personal injury: $_____

Other: (Specify below $_____

TOTAL ~~$1900.00~~ Pending

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

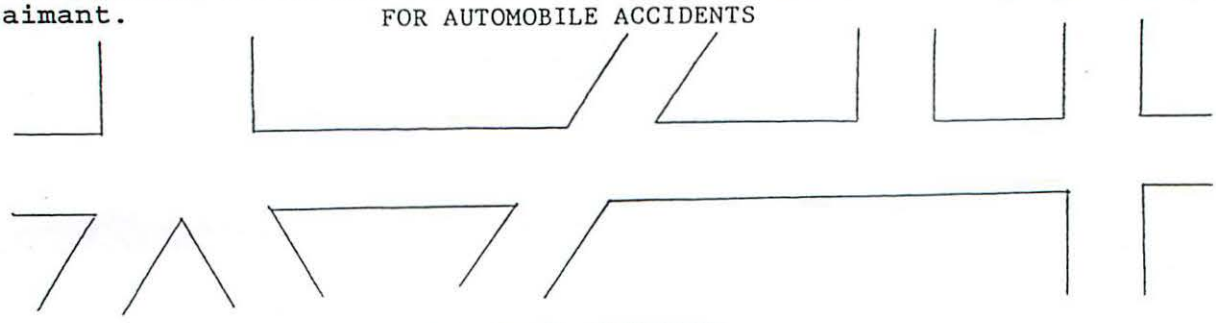
_____

_____

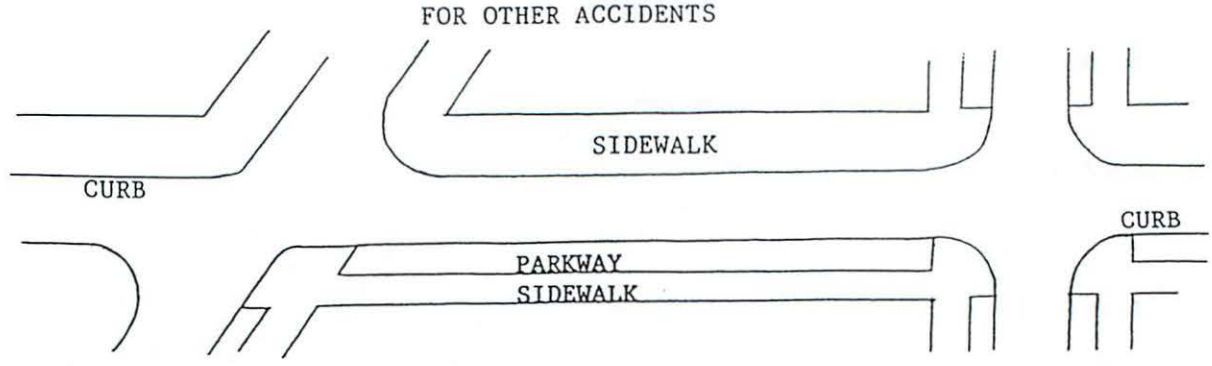
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT Robert K Lettie Sr. Date: 10-27-14

DATE RECEIVED 10-27-14

RECEIVED BY LSSchneider

CLAIM NO. 22-14

OCT 27 '14 PM 2:01

CLAIM

Claimant's Name: Robert F Lettre Sr

Claimant's Address: 717 Dillingham Ave
Sheboygan Wi 53081

Claimant's Phone No. _____

Auto $ _____

Property $ 900.00

Personal Injury $ _____

Other (Specify below) $ _____

TOTAL Pending

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 $ ~~900.00~~. Pending

SIGNED: Robert F. Lettre Sr. DATE: 10-27-14

ADDRESS: 717 Dillingham Ave
Sheboygan Wi 53081

II

R. O. No. _____ - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a claim from Rene Gallegos for alleged damages to his vehicle when a tree in Evergreen Park fell on his SUV.

Susan Richards
City Clerk

Finance

DATE RECEIVED ~~8/20/14~~ 10-27-14

RECEIVED BY LS Schneider

CLAIM NO. 18-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

OCT 27 '14 PM 3:33

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.

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

1. Name of Claimant: Rene Gallegos
2. Home address of Claimant: [redacted] 8011 W. Brentwood Ave. Milwaukee, WI 53224
3. Home phone number: (414) 553-2425
4. E-Mail Address e3omnipotent16@hotmail.com
5. Business address and phone number of Claimant: N/A
6. When did damage or injury occur? (date, time of day) 8/12/14 at 11:00 am
7. Where did damage or injury occur? (give full description) As you are driving through evergreen park, there is a location by the bridge where there is a passage way for vehicles.
7. How did damage or injury occur? (give full description) The SUV was parked near a tree before it collapsed on the left side and broke the rear left window.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

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

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

   (a) Public property alleged to be dangerous: N/A

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

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

No INJURIES Rear left window, Left side of roof rack

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

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

Auto:	$ 779.19
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ 779.19

"See attached quotes"

Damaged vehicle (if applicable)

Make: GMC Model: Yukon XL Year: 2000 Mileage: 221,003

Names and addresses of witnesses, doctors and hospitals: Angel Gallegos 8611 W Brentwood Ave 53224, WI Milwaukee, Brian Meulbruck

FOR ALL ACCIDENT NOTICES YOU MAY DRAW A DIAGRAM. 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.

SIGNATURE OF CLAIMANT _____ DATE 9/11/14

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

DATE RECEIVED 10-27-14

RECEIVED BY LS Schroeder

CLAIM NO. 18-14

OCT 27 '14 PM 3:33

CLAIM

Claimant's Name: Rene Gallegos

Claimant's Address: [redacted]
8011 W. Brentwood Ave.

Claimant's Phone No. (414) 553-1925

Auto	$	779.19
Property	$	—
Personal Injury	$	—
Other (Specify below)	$	—
TOTAL	$	779.19

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 $ 779.19 .

SIGNED [signature] DATE: 9/11/14

ADDRESS: [redacted] 8011 West Brentwood Avenue

E-Mail Address e3omnipotent16@[redacted].hotmail.com

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

MAIL TO: CLERKS OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

GOFF'S COLLISION REPAIR CENTER

"OUR REPUTATION IS NO ACCIDENT"
11330 W Lincoln ave, WEST ALLIS, WI 53227
Phone: (414) 327-7100
FAX: (414) 327-8100

Workfile ID: 2197fac3
Federal ID: 036-1027985607-05
State ID: 456-1027985607-03

Preliminary Estimate

Customer: Gallegos, Rene **Job Number:**

Written By: HILMAN COPPERNALL

Insured: Gallegos, Rene
Type of Loss:
Point of Impact: 16 Non-Collision

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Gallegos, Rene
2906 W Scott St
Milwaukee, WI 53215
(414) 553-2425 Cell

Inspection Location:
GOFF'S COLLISION REPAIR CENTER
11330 W Lincoln ave
WEST ALLIS, WI 53227
Repair Facility
(414) 327-7100 Business

Insurance Company:
CUSTOMER PAY

VEHICLE

Year:	2000	Body Style:	4D UTV	VIN:	3GKFK16T6YG200694	Mileage In:	
Make:	GMC	Engine:	8-5.3L-FI	License:		Mileage Out:	
Model:	K1500 4X4 YUKON XL SLE	Production Date:		State:		Vehicle Out:	
Color:	GOLD MET Int:	Condition:		Job #:			

TRANSMISSION
Automatic Transmission
Overdrive
4 Wheel Drive

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR
Dual Mirrors
Body Side Moldings
Privacy Glass
Overhead Console

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Dual Air Condition

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player

SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes

ROOF
Luggage/Roof Rack

SEATS
Cloth Seats

WHEELS
Aluminum/Alloy Wheels

PAINT
Clear Coat Paint

OTHER
Fog Lamps

TRUCK
Rear Step Bumper

Preliminary Estimate

Customer: Gallegos, Rene **Job Number:**

Vehicle: 2000 GMC K1500 4X4 YUKON XL SLE 4D UTV 8-5.3L-FI GOLD MET

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**QUARTER PANEL**							
2	*	Repl	LT Quarter glass GM, w/o Escalade ESV dark tint	15762683	1	677.87	Incl.	
3	#	Repl	Urethane Kit		1	25.00		
4	#	Subl	Labor To Replace Glass		1	145.00		
5	#		Glass clean-up		1		1.0	
				SUBTOTALS		**847.87**	**1.0**	**0.0**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				847.87
Body Labor	1.0 hrs	@	$ 58.00 /hr	58.00
Subtotal				905.87
Sales Tax	$ 905.87	@	5.6000 %	50.73
Grand Total				**956.60**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**956.60**

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.

Customer: Gallegos, Rene **Job Number:**

Vehicle: 2000 GMC K1500 4X4 YUKON XL SLE 4D UTV 8-5.3L-FI GOLD MET

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DE1GA00, CCC Data Date 9/9/2014, and the parts selected 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 information provided by MOTOR 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 or A/M. 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 2015 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 complete 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.

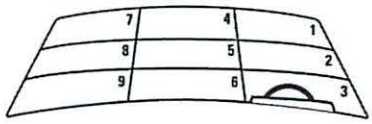
SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

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.

Safelite AutoGlass



Location Information

Safelite
10708 W ORCHARD ST
WEST ALLIS, WI 53214
414-475-1700

Service Information

WO# 198735
Service Location: InShop
Date/Time:
Available Time:
Needed By:
Address: Mr./Mrs. GALLEGOS

Account Information

CONSUMER PARENT
92273 - 085080 --

Primary: 414-553-2425
Policy #:
Alternate:
Claim #:
PO#/Ref:
Ath/Ver:
Loss Loc:
Loss Date/Cause:

Year	Make	Model	Body Style	Mileage	License	State	Stock #
2000	GMC	YUKON XL	4 DOOR UTILITY	0.00			

Vehicle ID 3 G K F K 1 6 T 6 Y G 2 0 0 6 9 4

Technician ID:
Verified By:

Qty	Part #	List	Selling	Labor	Kit	Material	Extension
1	MISCQ		$677.87	$60.00	$0.00	$0.00	$737.87

Replace with new - MISC DOM QTER GLASS PO#: 124947
INSTALLED PART DOT#_____ URETHANE LOT#_____

Work Order 01867-198735

Org Date: 10/2/2014 **CTU WO:** 198735
10/2/2014 3:26 PM 222--198735-W
RENE GALLEGOS

Initial here if replaced parts should be saved for inspection or returned: _____

Part Sub Total:	$677.87
Labor Sub Total:	$60.00
Sub Total:	$737.87
Sales Tax:	$41.32
Total	**$779.19**

Windshield Repair Yes _____ No _____
Cust. Initials: Accepted _____ Declined _____
Comment: DUPLICATE. CUSTOMER REQUESTED OEM GLASS. DRIVER REAR QUARTER GLASS; ;

Original Estimate: $779.19 I authorize Safelite AutoGlass to provide the above-referenced goods and services and to install glass and related parts that are manufactured by Safelite AutoGlass or another aftermarket manufacturer. Subject to completion of the work, I assign Safelite AutoGlass any claim that I have under my insurance policy to recover, and authorize my insurance company to pay to Safelite AutoGlass, the balance due. If said amount is not paid in full by my insurance company, I agree to pay any unpaid balance.

Customer's Signature: _____ **Date** _____

If your check is unpaid for insufficient or uncollected funds, we may electronically debit your account for the principle check amount and a service fee as allowable by law. You have the right to select the repair facility of your choice.

Revised Estimate: _____ **Reason:** _____ **Additional Cost:** _____
Authorized by: _____ **Phone:** _____ **Date** _____ **Time:** _____
Amount to collect from Customer: $779.19 **Tender:** _____
Adhesive Brand: _____ **Part #:** _____ **Lot #:** _____ **Safe to drive after:** _____ **AM PM**

II

R. O. No. ____ - 14 - 15. By Director of Planning and Development.
November 3, 2014.

Submitting a request from Chad Pelishek, Director of Planning and Development, of the 2015 BID Statement of Purpose dated October 28, 2014 and the 2015 Operating Budget from the Harbor Centre Business Improvement District.

Finance

Director of Planning & Development

II

BID STATEMENT OF PURPOSE (10/28/2014)

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 11 members in size for two year staggered terms and are composed of five business owners, representing owners of commercial businesses in the district; five 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 $2.35 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 $200.00
b.) BID fee would be a maximum of $7500.00

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.

2015 BID OPERATING BUDGET

Jan - Dec 15

Income		
· Special Assessments		125,000.00
· Interest		100.00
· Website & Misc. Income		1,900.00
Total Income		127,000.00
Expense		
· Wages		40,000.00
· Office supplies		400.00
· Postage		200.00
· Rent		3,000.00
· Taxes - Payroll		3,000.00
· Business Recruitment		1,000.00
· Telephone		500.00
· Travel & Meetings		2,000.00
· Audit and Accounting		4,000.00
· Brochure Expense		4,000.00
· Insurance		2,000.00
· Miscellaneous		50.00
· Computer and Printer		100.00
· Professional Fees		250.00
· Christmas Decorations		21,000.00
· Street Maintenance		500.00
· Beautification and Enhancement		13,000.00
· Marketing Expense		12,000.00
· Summer Concert Series		10,000.00
Committee Expense		
· Arts, Culture, Food District	2,500.00	
· Connectivity and Cross Market	2,500.00	
· Major Projects	2,500.00	
· Member Development	2,500.00	
Total · Committee Expense		10,000.00
Total Expense		127,000.00
Net Income		0.00

II

R. O. No. - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a Summons in the matter of Steven M. Behrens v Sheboygan Board of Appeals.

Susan Richards
City Clerk

Finance

II

STATE OF WISCONSIN **CIRCUIT COURT BRANCH II** **SHEBOYGAN COUNTY**

SUMMONS

STEVEN M. BEHRENS
Plaintiff,

Case number 14CV0677
Class Code: 30607

vs.

SHEBOYGAN BOARD OF APPEALS
Defendant,

Steven M. Behrens
1128 Grand Ave.
Sheboygan, WI.53083
920-912-6933

THE STATE OF WISCONSIN

To the Defendant named above:

SHEBOYGAN BOARD OF APPEALS
828 Center Ave.
Sheboygan, WI. 53081

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you, which is attached, stating the nature and basis of the legal action.

Within 20 days of receiving this Summons, you must respond with a written answer to the Complaint as that term is used in Chap. 801.09 Wis. Statute.

The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to this Court, Whose address is:

SHEBOYGAN COUNTY COURTHOUSE
508 New York Ave.
Sheboygan, WI. 53081

And to:

Steven M. Behrens
1128 Grand Ave.
Sheboygan, WI.

You may have an attorney help or represent you.

If you do not provide a proper response within 45 days, the Court may grant a judgment against you for the award of money or other legal action requested in the complaint, or you may lose your right to object to anything that is or may be incorrect in the Complaint.

A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real-estate you own now or in the future and may also be enforced by garnishment of wages or seizure of property.

Dated this 16th day of Oct, 2014

By: Steven M. Behrens
Steven M. Behrens

SUMMONS DELIVERY VERIFICATION

Summons Served By:

Terri L. Green 11:30 am 10/22/14
Terri L. Green Time Date
W2917 Miley Rd.
Sheboygan, WI. 53085
920-912-4322

Summons Received By:

Traci Hermann 11:30 a.m. 10.22.14
Traci Hermann Time Date
Secretary of the Sheboygan
Board of Appeals

STATE OF WISCONSIN **CIRCUIT COURT BRANCH** **SHEBOYGAN COUNTY**

CIRCUIT COURT BRANCH #2
TIMOTHY M VAN AKKEREN
615 N SIXTH STREET
SHEBOYGAN WI 53081

STEVEN M. BEHRENS
Plaintiff,

Case number 14CV0677
Class Code: 30607

vs.

SHEBOYGAN BOARD OF APPEALS
Defendant,

CLERK OF CIRCUIT COURT
FILED
14 OCT 16 P12:06
SHEBOYGAN COUNTY
WISCONSIN

Steven M. Behrens
1128 Grand Ave.
Sheboygan, WI.53083
920-912-6933

PETITION for WRIT of CERTIORARI

COMES NOW the Plaintiff, **Steven M. Behrens, "Property Owner"** in this Petition, Represents to this Honorable Court:

There is no other civil action between these parties arising out of the same Transaction or occurrence in this Petition in Court, nor has any such action been assigned to a Judge.

COMMON COUNTS

1. This Court has jurisdiction over the parties and the subject matter of these proceeding herein.

2. That the Sheboygan north side building inspector Jack Van Der Weele issued an Zoning Ordinance Violation notice dated April 01,2014. **(see exhibit 1)**
3. Complaint stated that all driveway/Parking areas to be paved by 9-1-2014.
4. Shortly after the April 01 notice in a conversation between property owner Steven M. Behrens and Building Inspector Jack Van Der Weele, property owner was notified that driveway would have to be paved and moved from the property line (present location of driveway) to 3 feet off the property line per city ordinance pasted in 1969.
5. During the above conversation property owner was told that the driveway could stay in the present location by applying for a variance to have the paved driveway located under the 3 foot minimum to all the way to zero off the property line.
6. Property owner on the advice of the building inspector then applied for a variance to leave the driveway where it is located with paving to be four inches of the property line with wood 4"fence on the line.
7. Property owner paid the $250 application fee applying for said variance and waited for notice of time and place of next Board of Appeals meeting.
8. Property owner was notified that meeting would be on August 20, 2014 starting at 5:30 pm.

9. Property owner had to leave work in Milwaukee to go to the appeals board meeting. Property owner supplied the board with drawing of what the property owner envisioned the property would look like when completed and pictures of the property line and proposed wood fence on the west property line, also the present driveway, **(see exhibit 2)** only to have the meeting main focus being on how property owner was able to have built such a large garage on said property, but which was approved by the same city appeals board in 1998 (which then the city Mayor and City Planner at the time attempted to halt over the following two years till it was completed in 2000).

   The Board then tabled the issue to the next months meeting to be on Sept. 17th to give the board more time to review property owners request and then property owner had to drive back to work in Milwaukee to finish his work shift.

10. Property owner again left work in Milwaukee to go to the Sept 17th Variance meeting and review of property owners request to pave the driveway 4" off of the property line and up to proposed wood fence on the west property line.

11. Property owner during his presentation reviewed the supplied colored drawing of the proposed property improvements including a wood 4" fence along the full length of the west property line along driveway and zero off the property line which is allowed per city building code for fences.

12. Also during the presentation photographs of the property and driveway along with marked west property line (**yellow line**) and also showing the lower sidewalk precast steps and upper sidewalk along the house all of which will have to be removed if driveway is relocated 3 feet closer to the house. **(see exhibit 3)**
13. Again the meeting had a tone of being biased against the property owner as board members again focused on the size of the garage and why I needed such a big garage. During the conversation owner was asked by the Board chairman as to the location of the street and curb **(approach)** in relationship to the driveway and owner stated that owner believe it was located by the city (Department of Streets and Curbs) with the driveway at or very close to the west property line. **(see exhibit 4)**
14. The Board of Appeals without asking the north side Building inspector to be present at the August 20 and Sept.17 meetings or asking for his professional opinion as to what he would recommend to the board, which then made and **arbitrary decision** denied the variance request to pave the driveway 4" off the west property line up to the fence that will be built on the property line regardless of the location of the driveway.

15. In closing the board head stated that I needed a hardship to grant the variance, and I had not made my case as such, even though I stated, moving the driveway from it's property line location to 3 feet east closer to the house will require in order:

- Removing lower sidewalk to the mailbox
- Removing pre-cast steps to the upper sidewalk
- Removing the upper sidewalk from the front of the house to the back on the west side of house (causing a safety issue with using elevated driveway as sidewalk to get from front to back of outside of home)
- Require building a retaining wall between new driveway and my basement wall since there is an elevation issue.
- Will require the Sheboygan City Streets and Curbs Department to relocate curb driveway approach 3 feet to the east **(at who's Cost?)**

16. Since being denied the variance the property owner has investigated the history of the property, and finding the home and original garage were **built in 1939** according to property information sheet supplied by the Building Inspection Department **(see exhibit 5)** and by contacting the Department of Streets and curbs and looking at aerial photographs from 1946-1960- 1970 and a close up from 2005 **(see exhibit 6)** it is evident that the **driveway location has not changed** since home was built in 1939, and has always been a gravel driveway located on west property line. Also note that in the 2005 close up aerial view the next door neighbor to the east at 1124 Grand Ave. also has their driveway located on the west property line as are many others in this area, just within 2 block area of property in question around 1128 Grand Ave. property owner found 8 homes with gravel and or grass driveways. **(see exhibits 7 pictures)**

17. In addition **(see exhibit 8)** a letter from the department of Street and curbs stating that the Grand Ave. street on which property is located was first paved in 1977. It is obvious curb approaches were installed in relationship to the location of the driveway at the time of street paving in 1977, which placed the approach on or close to the west property line of 1128 and also 1124 Grand Ave. homes.

18. In removing the present gravel driveway to lower it in preparation to pave the the driveway 4" off the west property line and property owner removed the top 6" of gravel it is evident that lower gravel **(see exhibit 9 picture)** that the driveway was originally located on the west property line since built in 1939 and as shown in the 1946 aerial photograph.

19. The area between the west property line marked **(yellow line)** and the west home next door is a line of tall shrubs **leaving a 3 foot dead zone which has been mowed by the 1128 Grand Ave. owner for many years. (see exhibit 9 picture)**

20. The Sheboygan Board of Appeals has granted numerous variances to have driveways under the 3' off property line ordinance all the way to zero off the line throughout the city of Sheboygan which first became in effect in the year 1969.

21. **The Sheboygan Building Inspection Department can not require moving a driveway that was under the 3' ordinance and or paving a driveway that is gravel if such driveway was there prior to the city ordinance which was first put into effect in the year 1969, as this gravel driveway in question was located on the west property line since at least 1946 as shown in the aerial photograph.**

In Closing to this Honorable Court, the evidence shows the Zoning Ordinance Violation issued and dated April 01, 2014 was invalid since the driveway in question was there 25 years before the 1969 Zoning Ordinance in question and Building Inspection did not investigate the facts prior to issuing the Violation Complaint.
The property owner was only addressing the complaint and following the advice of such to pay the $250 and apply for a variance which was not needed since the driveway is **grandfathered in its present location and condition (gravel).**

The Appeals Board showed that it was being biased in its judgment due to the issues between the City and property owner over the construction of the garage back in 1998-2000. This was confirmed in conversation between Building Inspection the Sheboygan City Planner and property owner when building inspector and property owner brought the new uncovered facts of the aerial photos showing that driveway was grandfathered in prior to the 1969 ordinance and also building inspector voiced his concerns of moving the driveway closer to the home and having to build a retaining wall too close to the foundation and causing freezeing issues with such foundation causing potential damages to the property owners home. **(this hardship fact would have been presented to the Appeals Board if the board would have had building inspector Jack Van Der Weele present at the August and September variance meeting for his professional opinion)**

It was during this conversation that Building Inspector suggested that this variance could be brought back up before the board in 6 months with all the additional information and with the concerns of the building inspector over the foundation freeze issues, but the inspector and property owner were rebuffed, **with the City Planner stating that none of that information will change the Appeals Board denial of the variance.**

I therefore ask this Honorable Court to wave the ruling of the Board of Appeals and rule in favor of the property owner because of the reasons and hardships recapped below.

- The facts are clear gravel driveway is legally located and is grandfathered in its present location and gravel state well prior to the 1969 city ordinance.

- Was only brought before the Board of Appeals due to incorrect information and lack of facts of the driveway being installed prior to the 1969 ordinance by the Sheboygan Building Inspection.

- The Board of Appeals did not get the professional advice of the Building Inspection Department which is common practice during the appeals process.

- The Board of Appeals showed to be biased in its denial, do to the past issues with the city in the construction of the garage between 1998-2000.

- The Board of Appeals acted arbitrary and unreasonable in its denial of the variance with what the property owner will be required to remove and move in order to comply with the 1969 ordinance with does not apply to this driveway.

- Their would hardship according to the building inspector because freeze issues that could damage the foundation if driveway is moved the 3 feet closer to the house and requiring building a retaining wall because of the elevation of the driveway from lower to higher.

- Safety issues would arise is sidewalks were removed to make room to move driveway too close to the foundation and requiring a retaining wall and thus making the elevated drive the only way to get from the front of the house to the back on the west side and in the winter months would be dangerous

- There were no, none, zero, neighbor complaints to the variance request brought forth by the Property Owner that the Appeals Broad had to take into account at either the August 20 or September 17 meeting.

Dated this 16th day of Oct ,2014

BY: Steven M. Behrens

Steven M. Behrens (Property Owner)

II

R. O. No. ____ - 14 -15. By PURCHASING AGENT. November 3, 2014.

Submitting a tabulation of bids for the installation of air conditioning chiller equipment including the removal and lawful disposal of the current machinery at the Mead Public Library Building.

Bidder/City	J&H Heating Port Washington	Mannenbach Mechanical Kiel	Hurckman Mechanical Green Bay
Attendance at Pre Bid	Yes	Yes	Yes
Bid Security Included	Yes	Yes	Yes
Receipt of Addenda	None	None	None
Lump Sum Bid Amount	$ 119,890.00	$ 111,300.00	$ 151,800.00

A review of the bids received was completed by City Staff and the Engineering Firm retained by the Mead Public Library.

The review has determined that the low bid submitted by Mannenbach Mechanical Inc. of Kiel, WI meets or exceeds all stated specifications.

Pub. Wks.

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

II

III

Res. No. ____ - 14 - 15. By Alderperson Carlson. November 3, 2014.

A RESOLUTION officially recognizing the North Flats Neighborhood Association.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community,

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations.

WHEREAS, the North Flats Neighborhood Association has been organized by residents of the City of Sheboygan with a mission state as follows:

The North Flats Neighborhood Association is dedicated to planning and acting in ways to make the area a better community in which to live and raise a family. The primary goals of the North Flats Neighborhood Association are to:

- Promote neighbors helping neighbors.
- Encouraging the residential character of the neighborhood and quality of life through compatible land usage and housing preservation.
- Achieving better services to meet the needs of residents of the area.
- Maintaining a pleasing aesthetic character of the neighborhood.
- Developing local leadership and resources effectively to deal with neighborhood issues.
- Informing residents of the neighborhood of events concerning the area.

WHEREAS, the North Flats Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by Superior Avenue, North 8th Street, Geele Avenue and North 12th Street.

Lies over.

III

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the North Flats Neighborhood Association.

BE IT FURTHER RESOLVED: That the Mayor, Common Council and staff of the City of Sheboygan hereby pledge their support and cooperation in addressing the needs of the citizens of the neighborhood in particular and the community in general.

_____

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

North Flats Neighborhood Association
Board of Directors Organizational Meeting

Minutes

Wednesday, October 22, 2014 6:30 pm

St. Elizabeth Ann Seton Reinl Center

Present: Chad Pelishek, Rosemarie Trester, Chris Graeber, Heidi Hediger, Barb Kempken, Ken Van Orden, and Darryl Carlson

Mission Statement: The North Flats Neighborhood Association is dedicated to planning and acting in ways to make the area a better community in which to live and raise a family. The primary goals of the North Flats Neighborhood Association are to:

- Promote neighbors helping neighbors.
- Encouraging the residential character of the neighborhood and quality of life through compatible land usage and housing preservation.
- Achieving better services to meet the needs of residents of the area.
- Maintaining a pleasing aesthetic character of the neighborhood.
- Developing local leadership and resources effectively to deal with neighborhood issues.
- Informing residents of the neighborhood of events concerning the area.

Welcome and Introductions

- All members present introduced themselves to the group.

Nomination of Neighborhood Association Officers

- Chad was elected President of the North Flats Neighborhood Association by a motion made by Rosemarie, seconded by Darryl, which was passed unanimously.
- Rosemarie was elected Vice President of the North Flats Neighborhood Association by a motion made by Chad, seconded by Darryl, which was passed unanimously.
- Ken was elected Treasurer of the North Flats Neighborhood Association by a motion made by him, seconded by Darryl, which was passed unanimously.
- Barb was elected Secretary of the North Flats Neighborhood Association by a motion made by Rosemarie, seconded by Darryl, which was passed unanimously.

Review and approval of Organizational Guidelines

- Chad presented the Organizational Guidelines to the group with a few minor changes. Rosemarie made a motion to adopt the Organizational Guidelines with the changes; Heidi seconded the motion and the motion passed unanimously.

Review and approval of the Neighborhood Mission Statement

- Chad presented the draft mission statement and goals to the group. With a slight re-wording of one of the goals, Darryl made a motion to adopt the mission statement and goals, seconded by Chris; the motion passed unanimously.

Review and approval of the Resolution to the Common council asking to be officially recognized

- Chad presented the draft of the resolution to the group. One spelling error was corrected in the document. Darryl made a motion to approve the resolution. The motion was seconded by Ken, and passed unanimously.

Approval of primary and alternate board members appointed to the Mayor's Neighborhood Leadership Cabinet (MNLC)

- Rosemarie Trester was appointed primary representative to the MNLC by a motion made by Darryl, seconded by Chris, which passed unanimously.
- Ken was appointed alternate representative to the MNLC by a motion made by Darryl, seconded by Chris, which passed unanimously.

Other Business

- Officer Schnabel was present representing the Police Department. Mr. Schnabel is not the neighborhood officer. Rose Marie asked if our neighborhood officer could be invited and could give a crime update at each of the meetings. Chad said he would contact her and request her presence.
- The following should be the terms for the members during the first term to get on a rotation for new members:
  Darryl Carlson: 1 year term (October 2014 to October 2015)
  Barb Kempken: 1 year term (October 2014 to October 2015)
  Chad Pelishek: 1 year term (October 2014 to October 2015
  Ken Van Orden: 2 year term (October 2014 to October 2016)
  Rose Marie Trester: 2 year term (October 2014 to October 2016)
  Heidi Hediger: 2 year term (October 2014 to October 2016)
  Chris Graeber: 2 year term (October 2014 to October 2016)

Discussion on best time, frequency, and location of future board meetings

- The group discussed various options. The group agreed upon meeting every other month, beginning on January 21st. at St. Elizabeth Ann Seton Reinl Center, from 6:30-7:30pm.

The meeting was adjourned.

Next meeting: January 21st, 6:30pm, St. Elizabeth Ann Seton Reinl Center

Submitted by Chad Pelishek, President

III

Res. No. ____- 14- 15. By Alderperson Hammond October 27, 2014

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Mannenbach Mechanical Inc. of Kiel for the complete installation of three (3) Multi-stack Chiller Modules for Mead Public Library including the removal and disposal of the current machinery.

WHEREAS, The replacement air conditioning chiller equipment authorized for purchase earlier this year will be delivered to the Mead Public Library late next month and will require complete installation in addition to the removal and disposal of the existing equipment and;

WHEREAS, The City of Sheboygan issued a Request for Bids for the removal and disposal of the existing equipment and the complete installation of the new equipment including electrical work and;

WHEREAS, a review of the bids by officials of the City, Mead Library and the Engineering firm retained by the Library has determined that the low bid meets all stated specifications.

RESOLVED, that appropriate city officials are hereby authorized to enter into a contract with Mannenbach Mechanical Inc. of Kiel in the amount of $111,300.00 for the removal and disposal of the existing unit and complete installation of the new equipment.

BE IT FURTHER RESOLVED, that the appropriate City officials are draw funding in the amount of $ 111,300.00 from the Mead Public Library Reserve Account as determined by the City Treasurer in payment of same.

France

_____

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. ____ - 14 - 15. By Alderperson Heidemann. November 3, 2014.

A RESOLUTION authorizing the acceptance of a temporary limited easement for the S. 14th Street Bridge Project (State ID 4640-06-00/71).

WHEREAS: The State of Wisconsin will solicit bids for the project in March 2015 and enter into contract in May 2015 for the S. 14th Street Bridge Project.

RESOLVED: That the City hereby is authorized to accept a temporary limited easement for the S. 14th Street Bridge Project.

Pub Wks

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

TEMPORARY LIMITED EASEMENT

Exempt from fee: s. 77.25(2r) Wis. Stats.
LPA1577 08/2011 (Replaces LPA3042)

THIS EASEMENT, made by **City of Sheboygan, a municipal corporation duly organized and existing under and by virtue of laws of the State of Wisconsin, located at Sheboygan, Wisconsin** GRANTOR, conveys a temporary limited easement as described below to the **City of Sheboygan**, GRANTEE, for the sum of **One dollar ($1.00)** for the purpose of: **grading, sloping, and retaining wall adjustments.**

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

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

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART OF HEREOF BY REFERENCE.

This space is reserved for recording data

Return to
OMNNI Associates, Inc.
Attn: Deanna L. Drum
One Systems Drive
Appleton, WI 54914-1654

Parcel Identification Number/Tax Key Number
59281500010
59281205935

GRANTOR, having been fully informed of GRANTOR'S right to have the above-described temporary easement appraised, and to receive just compensation for the easement based on an appraisal, waives the right to an appraisal and agrees to accept settlement in the above-stated amount as full payment for the easement, subject to approval by the **City of Sheboygan**, as further consideration for this agreement.

This easement shall terminate upon completion of the construction project for which this instrument is given.

_____
(Signature & Date)

_____
(Print Name and Title)

_____
(Signature & Date)

_____
(Signature & Date)

_____
(Print Name)

_____
(Date)

State of Wisconsin)
) ss.
_____ County)

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

_____
(Signature, Notary Public, State of Wisconsin)

_____
(Print or Type Name, Notary Public, State of Wisconsin)

_____
(Date Commission Expires)

Project ID: 4337-11-22 This instrument was drafted by: Deanna L. Drum – OMNNI Assoc. Parcel No.: 3

Legal Description

Parcel 3 of Transportation Project Plat 4640-06-21 – 4.01, recorded in Volume 1 of Transportation Project Plats, Page 143 as Document No. 1990305, recorded in Sheboygan County, Wisconsin.

Property interests and rights of said Parcel 3 consist of:

Temporary Limited Easement

Any interests or rights not listed above for said parcel but shown as required on said Transportation Project Plat are hereby incorporated herein by reference

III

Res. No. ____ - 14 - 15. By Alderperson Heidemann. November 3, 2014.

A RESOLUTION authorizing purchasing right-of-way for the S. 14th Street Bridge Project (State ID 4640-06-00/71).

WHEREAS: The State of Wisconsin Dept. of Transportation will solicit bids for the project in March, 2015 and enter into contract in May, 2015 for the S. 14th Street Bridge Project.

RESOLVED: That the City is hereby authorized to purchase right-of-way for the S. 14th Street Bridge Project from property owners in an amount not to exceed $18,000.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Capital Improvements Funds, Sidewalks Account Number 47333140-631200.

Pub Wks.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

III

Res. No. ____ - 14 - 15. By Alderperson Carlson. November 3, 2014.

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 2015, a copy of which is attached hereto and incorporated herein.

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

PP&S.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

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

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

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

1. That effective January 1, 2015, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2015.

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 _____, 2014.

SHEBOYGAN COUNTY

BY: _____
Todd W. Priebe
Sheriff

Dated this ___ day of _____, 2014.

CITY OF SHEBOYGAN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

This Agreement is authorized by and in accordance with Res. No. ____- 14 – 15.

agmnts/jtpwrsagmnt-2015

III

Res. No. ____ - 14 - 15. By Alderperson Donohue. November 3, 2014.

A RESOLUTION approving certain Human Resource Department procedures.

RESOLVED: That the Common Council hereby approves Procedures HR101-2014 and HR105, copies of which are attached hereto.

Sal + Grew

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

1.0 **Purpose**

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

2.0 **Scope**

This policy applies to non-represented regular, permanent employees of the City of Sheboygan.

3.0 **Benefits**

3.1 Direct Deposit

All non-represented employees shall be required to have direct deposit. Employees may utilize up to 3 financial institutions for direct deposit options.

3.2 Health Insurance

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

a) Premium Contribution

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

Monthly Single Premium Amount	FT Employee Costs/month	PT Employee Costs per month
$737.00	$110.55 (15%)	$368.50 (50%)*
$737.00	$88.44 (12%) w/HRA	

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

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

b) Opt-out Credit

Full-time employees who leave the plan or opt-out of coverage will receive an opt-out credit in December of the plan year in which they opt-out. Full-year opt-out employees will receive a $1,200 credit. Partial-year opt-out will receive credit for each month off the plan. This is a taxable benefit.

c) In-Health Clinic (County Clinic)

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

a) Nurse Practitioner: There is no co-pay for employees and/or their dependents on the plan to utilize the Nurse Practitioner available at the clinic.

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

d) Spousal Surcharge

In an effort to continue to offer a respectable health insurance plan to our employees and their families, the City encourages working spouses who are eligible for health insurance under their own employer to take that insurance rather than be on the City's insurance. Accordingly, employees with working spouses who continue coverage under the City's Health Insurance Plan will be assessed an

additional $50 per month. Those who do not have a spouse on the family plan or whose spouse is not employed full-time must complete a form to waive the surcharge.

e) Voluntary Group Medicare Supplement Insurance for Retirees
Retirees and/or their spouses transitioning to Medicare are able to elect this Voluntary Group Medicare Supplement Plan. In 2014, United Health Care is the provider of benefits. See the Human Resources Department for details.

3.3 Dental Insurance
Delta Dental is the 2014 provider of benefits. Employer-sponsored dental insurance is available to qualified full and part-time employees. The plan includes a $25 per participant deductible ($75 family), $1,500 lifetime orthodontic, 100% coverage for diagnostic, preventive, sealants to age 14 (on molar teeth only); and most service 80/20%:

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

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

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

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

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

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

b) **Discretionary / Personal PTO**

Discretionary Paid Time Off (DPTO) is provided for employees to take care of personal business or tend to the unplanned issues that happen in life, including sicknesses, bereavement, etc. Existing full-time employees are eligible for up to 80 hours of discretionary time per year (pro-rated for part-time). New employees are eligible for this benefit after 3 months of employment.

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

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

Prorated PTO Schedule

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

c.) **Vacation PTO**

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

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

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

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

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

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

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

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

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

PTO for 24-Hour Battalion Chiefs of the Fire Department
Due to the nature of the position and hours worked, Battalion Chiefs have a separate schedule.

Vacation PTO

1 year – 4 years:	144 hours (6 days)
5 – 12 years:	216 hours (9 days)
13 – 20 years:	288 hours (12 days)
21 +:	336 hours (14 days)

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

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

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

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

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

3.10 Uniform Allowance
Employees who are required to wear special clothing or use special equipment for their work will receive an allowance as follows:

a) Uniform Allowance: $100 yearly
b) Safety Shoes/Boots/Equipment: $100 yearly
c) Glasses with safety lens / frame $ 50 once every two years

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

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

3.13 Jury Duty

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

(a) The employee must present proof of jury duty service, stating the dates and hours per day served on jury duty.

(b) The employee shall immediately endorse his/her check for such jury service over to the human resources/payroll department.

(c) When the employee is excused for jury service, the employee shall report back to work within one hour to complete his/her shift unless the employee choses to utilize paid time off for the absence.

3.14 Shift Premium

Employees whose normal work schedule is 2nd or 3rd shift will receive a shift premium of 35 cents per hour for 2nd shift and 45 cents per hour for 3rd shift. 1st shift employees who work up to 4 hours at the beginning or ending of their normal shift do not qualify for a shift premium if that overtime is an extension or continuation of their shift. If an employee left work and are called back to work or were called in greater than 4 hours prior to the start of their shift, that employee would qualify for a shift premium (i.e., a few extra hours either before or after a normal shift generally do not qualify for the shift premium as the primary schedule is first shift).

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

3.15 Wisconsin Retirement System (WRS)

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

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

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

a) Vacation Severance

All earned and unused vacation a person became eligible for on January 1st of the year in which their employment is terminated will be paid out.

b) Sick Bank Account

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

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

As of December 31, 2011 And Upon Retirement	Qualified Value Available For Retiree Medical or COBRA Med Insurance	Eligible Payout Value
Non-Rep Employees:	Up to 572/2 Sick Bank hours = Max Value	50% of Max Value
AFSCME (DPW) & City Hall:	Up to 672 Sick Bank hours = Max Value	50% of Max Value
Professionals:	Up to 640 Sick Bank Hours = Max Value	50% of Max Value

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

Option 1: ***Qualified Portion applied to COBRA medical insurance continuation***
The retiring employee may apply the qualified portion of his Sick Bank to apply towards the medical insurance election (COBRA). (This money is not available for dental or other COBRA benefits.) This employee's ***Qualified Max Value*** is 672/2 hours x $17.86 or $6,000.96.

Option 2: ***Qualified Portion 50% Payout***
The retiring employee may choose to receive a lump-sum payout equal to 50% of his ***qualified portion of the max value***. His *qualified* Maximum Value payout is $3,000.48.

c) Good Attendance Bonus
Tier I and II employees (non-rep employees as of December 31, 2011) may have earned a value based on their good attendance. Employees may use the value to pay for medical insurance premiums if the employee elects to remain on the City's medical insurance program. There is no cash payout of this value if the employee leaves the City's medical insurance plan. The value of the bonus will be based on the employee's base hourly rate as of December 31, 2011.

3.17 Post-Employment Health Insurance Plan / Surviving Spouse

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

Class / Tier I

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

Benefit:

Exempt Employee*:

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

Non-Exempt Employee*:

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

Class / Tier II

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

Class / Tier III

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

Surviving Spouse

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

1.0 **Purpose**

The purpose of this procedure is to describe the conditions under which an employee will be granted paid time off (PTO) for discretionary, vacation and sick day bank and conditions under which PTO time/pay may be forfeited.

2.0 **Scope**

This policy applies to all non-represented City of Sheboygan employees.

3.0 **Procedure**

The amount of paid time off an employee is eligible for is based on length of continuous service as of January 1 of each year and is granted as of January 1 of each year. Newly hired employees or those switching from part-time to full-time will be eligible for a prorated amount of PTO. Vacation PTO is earned in one year and available to be used the next year, which makes this benefit vested. Discretionary PTO is not a vested benefit. When calculating eligibility for Discretionary PTO, an employee's hire-date the previous year is used to calculate the eligibility as of January 1. Depending on an employee's start-date during the year, permanent, full-time employees may be eligible for a prorated amount of Discretionary PTO after they have completed 3 calendar months of employment. For employees with greater than one year of employment, PTO is available starting on the first available workday of the calendar year. The PTO Schedule on January 1 is as follows:

	Total PTO	Vacation	Holiday	Discretionary
< 1 Year	Prorated	See Schedule	80 hours	See Schedule
Years 1 – 4	240 hours	80 hours	80 hours	80 hours
Years 5 – 12	280 hours	120 hours	80 hours	80 hours
Years 13 – 20	320 hours	160 hours	80 hours	80 hours
Years 21 +	360 hours	200 hours	80 hours	80 hours

When an employment anniversary "milestone" falls during the year (an employee's 5th, 13th, and 21st year of employment), the employee is credited for the anniversary on January 1 prior to the anniversary actually occurring (with the exception of new employees or returning employees with less than one year of service on January 1).

4.0 **Paid Time Off Categories**

There are 4 different types of PTO: Holiday, Vacation, Discretionary, and for some, Sick Bank

4.1 Holiday

This is not a vested benefit. Employees earn holiday pay when the holiday occurs, providing the employee is actively working (not on a leave of absence) when the holiday occurs. Full-time employees with a traditional weekly schedule (5 – 8 hour days) must use holiday pay in 8-hour (or the amount of time the part-time employee normally works) increments on the City designated holiday. This benefit is available to all full-time employees starting on the first day of employment. Non-represented employees with non-traditional schedules and part-time employees should see their supervisor regarding the application of this PTO relating to their schedule.

4.2 Vacation

This is a vested benefit. Time worked in one year earns vacation time the following year. The schedule of allowable vacation is prorated for new employees and those transferring from part-time to full-time status.

a) A full-time employee who has no leave of absence or missed work time the previous year will receive the full amount of vacation applicable with their years-of-service.
b) A full-time employee who missed work the previous year with a leave of absence may receive a reduced amount of vested paid time off, depending on the length of the leave. The amount of productive hours worked the previous year is used to calculate the eligible amount of VPTO.

c) Family Medical Leave: Time off for qualified FML hours may affect reduce the amount of eligible vacation the following year, but will not affect the employees start-date or years of credited service. This means the employee will be eligible for the schedule of benefits (number of hours based on their start-date), regardless of their time off while on FML. However, the vesting might be affected, depending on the length of time that employee is out on FML.

d) An employee transitioning from part-time in one calendar year to fulltime the next calendar year will have their vacation pro-rated using the actual hours worked (not including vacation, holiday or sick day pay) the previous year divided by 2080, the average hours worked by a full-time employee). Employees are eligible to use their vacation beginning on the first calendar day of the year. Those with less than one year of employment may be eligible for a prorated amount of vacation (see schedule below).

e) New full-time employees are eligible for the following pro-rated vacation time as of January 1:

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

f) Vacation must be used in either 4 or 8 hour increments. In the event the vacation balance is less than 4 hours, the remaining amount should be taken in one lump sum to deplete the account balance to zero.

4.3 Discretionary (DPTO)

Discretionary PTO is not a vested benefit. Regardless of an employee's tenure with the City, unused DPTO will not be paid out. In addition, although DPTO may be issued on January 1, it is earned by an employee through that employee's active employment at work ("productive hours"). Vacation taken during the month is counted as credit towards the month of work. Unpaid leave, unearned DPTO, or sick leave does not count towards credit. Each full month of active employment, the employee earns 10% of their eligible amount of DPTO, up to the maximum qualifying amount for that employee.

For example: If an employee is issued 80 hours of DPTO on January 1 but subsequently quits employment January 20, that employee would not be eligible for DPTO. If DPTO was taken prior to January 20, the amount paid would be removed from the employee's final pay check. If that employee terminates July 1, the employee would have completed 6 full months of active employment and would be eligible for 60% of their 80 hours of DPTO or 48 hours. If that employee only used 40 hours, the additional 8 hours is forfeited. If that employee used 80 hours, 32 hours would need to be held from that employee's final pay check.

a) Full-time employees with greater than one year of full-time service as of January 1 are eligible for 80 hours of DPTO. Part-time employees will be eligible for a prorated amount of discretionary time as of January 1, whether they continue their part-time position or transition to full-time. Those who transition to full-time will receive the greater amount of either their pro-rated discretionary time or the prorated schedule below. New full-time employees may be eligible for a prorated amount of DPTO during their first year of employment upon completion of 90 days of continuous employment (see schedule below).

Hired	Eligible after 3 months	Eligible the following January 1
Jan 1 – March 31:	32 Discretionary Hours	40 Discretionary Hours
April 1 – June 30:	16 Discretionary Hours	40 Discretionary Hours
July 1 – Sep 30:	8 Discretionary Hours	40 Discretionary Hours
Oct 1 – Dec 31:	* See note below	0 Discretionary Hours

** 40 discretionary hours (eligible after 3 months of employment) will be issued on day 91 of employment, not on January 1 following date of hire*

b) Discretionary PTO may be used in hourly or daily increments (whole hours only).

4.4 Sick Bank

Prior to 2012, some employees earned sick time to use in the future. This benefit was discontinued as of December 31, 2011. However, employees with a remaining benefit were given a "Sick Day Bank" account; hours earned in previous years were converted to a dollar amount which may be used as follows:

a) Employee with qualified "Disability" (doctor certified)

1. If employee elected STD (Short Term Disability), Vacation or Discretionary PTO use is not required. Employee may use Sick Bank immediately and throughout the continued time off on disability. Sick Bank must be exhausted prior to STD insurance payments beginning.*

2. If an employee did not elect STD, all DPTO and all but 80 hours VPTO must be used before taking Sick Bank. If the employee's disability also qualifies for Family Medical Leave (FML), since the first 2 weeks are considered Wisconsin FML, the employee has the right to choose their sick day banked time for the first 2 two weeks. After 2 weeks, Federal FML starts and the City then reverts to the rule listed above in that all DPTO and all but 80 hours of VPTO should be used before the employee returns to the use of their Sick Bank.

   * When employee has the choice to take Sick Bank or their current year vacation and DPTO, it is recommended that the employee use all available PTO time first, as neither VAC or DISC can be carried into the next calendar year if the employee has a "chance" to use their PTO. Therefore, employees are encouraged to use PTO or risk forfeiting it.

b) Employees who have minor (non-qualified) sicknesses

1. If an employee calls in for a single day absence (employee has the flu, for example), that employee must use any available VPTO or DPTO. Once a person utilized all their PTO, if there is remaining time in the Sick Bank, the employee may begin to use that time for single day absences for minor sicknesses such as the flu. Absences of 3 days or greater may require a physician's excuse, documenting the reason for the absence, and may also require a completed Return To Work slip from the treating physician.

2. Time taken towards Sick Bank must be in 4 or 8 hour increments and requires supervisor notification at least 15 minutes or greater in advance or the absence is subject to not be approved. On rare occasion, prescheduled absences in 1 hour increments may be approved for appointments that are scheduled at the start or end of an employee's shift, again requiring supervisor approval.

3. Sick Bank upon retirement

   If the employee retires, he/she may use their qualified dollar amount in their sick bank account to apply to their eligible post-employment retirement medical insurance or COBRA medical insurance costs. To determine the qualified value upon retirement, see policy HR-101. The employee may also chose not to continue on the medical insurance and be eligible to receive a one-time payment equal to 50% of their qualifying calculation. This payment is not eligible for WRS contributions; applicable payroll taxes will apply.

4.5 Scheduling PTO

When requesting PTO, employees must schedule their absences in advance whenever possible to ensure the City's smooth operation. Vacation time is always expected to be scheduled in advance and must be approved by the employee's supervisor. Approval will depend upon the workload in the affected area.

5.0 Management Discretion

There are times that management may need to recruit candidates with greater experience and/or skills. If necessary, modifications to this PTO schedule may be offered for recruitment purposes. Any deviations to the schedule listed above require approval of the respective Department Head and the Director of Human Resources & Labor Relations.

6.0 Forfeiture of PTO will occur in the following situations

6.1 Voluntary Resignation - an employee who resigns in good faith (provides 80 hours/two-week notice) shall receive payment only for the unused portion of the vacation they became eligible for on January 1st of the year of the resignation.

6.2 Retirement or Death – employees (or survivors in the case of death) shall receive payment only for the unused portion of the vacation they became eligible for on January 1st.

6.3 Termination for Cause – employees who are terminated for cause are entitled to payment only for the unused portion of the vacation they became eligible for on January 1st in the year in which the termination occurred.

6.4 Reduction in Workforce - employees who are terminated due to a reduction in workforce are entitled to payment for the unused portion of the vacation they became eligible for on January 1st in the year in which the reduction in workforce occurred.

6.5 Year-End Forfeitures – all vacation and discretionary days are a use-it or lose-it benefit. However, in the rare chance an employee is not able to use all of his/her vacation, the employee's supervisor may request a carryover of a maximum of forty (40) hours. The head of each department and the Director of Human Resources & Labor Relations must approve the carryover hours no later than December 15th. Payment in lieu of vacation is not permissible.

6.6 Discretionary PTO not used at time of employment termination is forfeited. In addition, it cannot be used during the two-week required notice time.

VI

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. November 3, 2014.

Your Committee to whom was referred R. O. No. 126-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that Beverage Operator's License application #6733 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, her record as a repeat law violator, and her failure to cooperate with the Committee.

reg

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Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

Other Matters

7.1

R. O. No. 126 - 14 - 15. By CITY CLERK. September 15, 2014.

Submitting various license applications for the period ending December 31, 2014 and June 30, 2016.

Law & Lic.
10/6/14 - grant all lic except hold Grobman & Ramminger
10/20/14 - hold Ramminger grant Grobman
11/3/14 - deny Ramminger

Susan Richards
City Clerk

CHANGE OF PREMISE

No.	Name	Address
2805	Blue Harbor Resort	725 Blue Harbor Dr. - one-day event to be held 10/18/14 to include current premise and east side of Latitude Restaurant bordering South Pier Roundabout at the end of South Pier Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0552	Anderson, Latoria N.	1206 N. 17th St.
0556	Beckner, Amanda D.	N7308 Hickory Tree Rd., Plymouth
0553	Celso, Gina V.	N6176 Shady Brook Ln.
0537	Drews, Amanda M.	1719A Alabama Ave.
8384	Fischer, Cindy L.	826 N. Evans St.
0551	Fondrliak, Lori A.	830 N. Water St., #317
8330	Grobman, Tania M.	N7224 Rangeline Rd.
0554	Harrison, Mark A.	729 N. 8th St., Oostburg
8027	Lamb, Holly A.	2403 W. Mark Dr.
0557	Miller, Laura M.	713A N. 25th St.
8942	Peterson, Joyann	1510A S. 12th St.
6733	Ramminger, Diana V.	2201 Erie Ave., #D203
2091	Schleinz, John T.	2236 Plymouth Ln.
0380	Schoen, Henry	1714 Hilltop Dr.
0559	Schultz, Todd	51 N. Hiawatha Cir.
9370	Van Antwerpen, Wendy J.	1718 N. 3rd St.
4658	Wolowski, Carla L.	1813 N. 2nd St.

TAXICAB DRIVER LICENSE (December 31, 2014)

No.	Name	Address
0558	McDaniel, Frederick A.	N8069 Cty Rd. E, Elkhart Lake
3968	Ramey, Paulette J.	3214 N. 26th St.

VI

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. November 3, 2014.

Your Committee to whom was referred R. O. No. 163-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that Beverage Operator's License application #0537 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, and her failure to cooperate with the Committee.

mg

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Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

VII

R. C. No. 163 - 13 - 14. By LAW AND LICENSING. September 15, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 119-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that the Beverage Operator's license #0537 be re-referred to the Committee on Law and Licensing.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

No.	Name	Address
0537	Drews, Amanda M.	1719A Alabama Ave.

Lt. Det. Jerry Drews.

_____ _____

_____ _____

_____ _____

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. ____ - 14 - 15. By LAW AND LICENSING. November 3, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 138-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that Beverage Operator's License #8464 be denied based on her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity and her record as a repeat law violator.

reg

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Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. ____- 14 - 15. By Alderpersons Donohue, Dassler, Hammond and VanderWeele. November 3, 2014.

AN ORDINANCE amending Section 2-341 of the Municipal Code so as to extend the expiration date of the initial Chief Administrative Officer appointee's term to August 23, 2016.

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

Section 1. Section 2-341 of the Sheboygan Municipal Code is hereby amended in the second sentence thereof so as to change the expiration date of the initial appointee's term from August 22, 2015 to August 23, 2016, so that, as amended, Section 2-341 shall read as follows:

"Section 2-341. *Appointment and term.*

> The chief administrative officer shall be appointed by the common council with input from the mayor. The initial appointee's term shall expire August 23, 2016, and said appointee may be removed only for cause by a three-fourths vote of the common council. The term "cause" as used in this subsection is defined as inefficiency, neglect of duty, official misconduct or malfeasance in office."

Lies over

X

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.

_____

_____

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_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 14 - 15. By Alderpersons Carlson and Damrow.
November 3, 2014.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1238 Geele Ave. from Class NR-6 Neighborhood 6 to Class UR-12 Urban Residential Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class NR-6 to Class UR-12 Classification:

BEING PART OF THE E. 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NE CORNER OF N. 13TH STREET AND GEELE AVENUE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE NORTH ALONG THE EAST R/W LINE OF N. 13TH STREET 650.75' TO THE SE CORNER OF N. 13TH STREET AND BELL AVENUE, THENCE EAST ALONG THE SOUTH R/W LINE OF SAID BELL AVENUE 308.88' TO THE WEST LINE OF A 15' WIDE NORTH/SOUTH ALLEY, THENCE SOUTH ALONG SAID WEST LINE OF THE ALLEY 648.39' TO ITS INTERSECTION WITH THE NORTH R/W LINE OF GEELE AVENUE, THENCE WEST ALONG SAID NORTH R/W LINE 310.72' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 201,231.4 SQ. FT. OR 4.62 ACRES.

City Plan

X

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____.

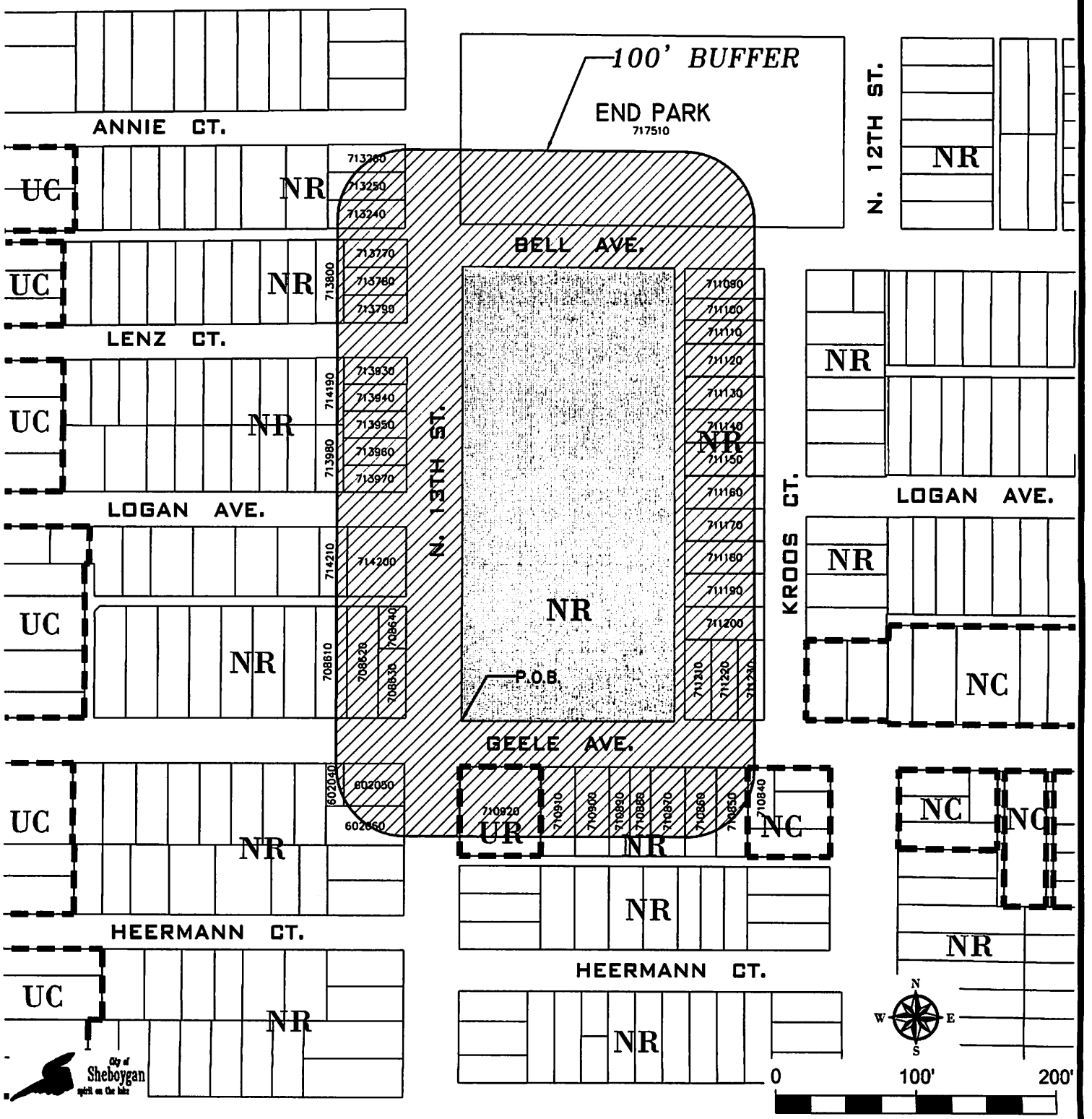
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE
FOR 1238 GEELE AVENUE
FROM NR TO UR
SECTION 15, T. 15 N., R. 23 E.

BEING PART OF THE E. 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NE CORNER OF N. 13TH STREET AND GEELE AVENUE, SAID CORNER ALSO BEING THE POINT OF BEGINNING, THENCE NORTH ALONG THE EAST R/W LINE OF N. 13TH STREET 650.75' TO THE SE CORNER OF N. 13TH STREET AND BELL AVENUE, THENCE EAST ALONG THE SOUTH R/W LINE OF SAID BELL AVENUE 308.88' TO THE WEST LINE OF A 15' WIDE NORTH/SOUTH ALLEY, THENCE SOUTH ALONG SAID WEST LINE OF THE ALLEY 648.39' TO ITS INTERSECTION WITH THE NORTH R/W LINE OF GEELE AVENUE, THENCE WEST ALONG SAID NORTH R/W LINE 310.72' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 201,231.4 SQ. FT. OR 4.62 ACRES.



X

Gen. Ord. No. ____ - 14 - 15. By Alderperson Kath. November 3, 2014.

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, contingent on the council size having been reduced from 16 to 8 alderpersons:

$9,336 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.

Ld+6

_____

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

A

Gen. Ord. No. ____ - 14 - 15. By Alderperson Lessard. November 3, 2014.

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

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

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

ADD:

	JOB CODE	CLASS GRADE	NO. OF EMPLOYEES
A.3. CITY DEVELOPMENT DEPARTMENT			
Code Enforcement Officer	D07910	01	0.5

Section 2. The new job description for the part-time code enforcement officer in the City Development Department is attached, and copies of which shall be on file in the City Clerk's Office, Finance Department and the Human Resources Department.

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 description shall be in effect from and after its passage and publication.

Sal. a Grew

_____

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

A

Code Enforcement Officer CODE_____

Nature of Work

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

Typical Duties: (These examples do not list all duties which may be assigned).

1.* Performs housing inspections and surveys as they pertain to the minimum housing code.

2.* Investigates citizens' complaints relating to the above.

3.* Initiates appropriate legal action through the City Attorney on the basis of findings, assists the City Attorney in prosecution, and acts as an expert witness.

4.* Performs nuisance control duties.

5.* Explains and enforces applicable laws and regulations.

6.* Keeps accurate records and completes the necessary reports, forms, and summaries.

7. Performs related work and duties as assigned.

Minimum Qualifications:

1. Public contact experience and demonstrated ability to maintain effective public relationships.

2. Working knowledge of the basic principles and practices of environmental health and construction.

3. Ability to apply departmental laws, rules, regulations, and policies.

4. Ability to secure facts through investigations and inspections.

5. Ability to plan and show independent judgment and discretion.

6. Ability to establish and maintain effective working and public relationships and enforce regulations with tact and impartiality.

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

8. Ability to prepare and keep accurate records and present effective oral and written reports.

9. Ability to lift "live weight" in excess of 60 pounds safely.

10. Ability to work a varied schedule, if necessary.

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

DATE
Gen. Ord._____

X

Charter Ord. No. ___ - 14 - 15. By Alderpersons Bohren and Kath.
November 3, 2014.

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 8 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 eight (8) 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 eight (8)(one from each district), with the four (4) alderpersons in the four (4) odd-numbered aldermanic districts being elected for terms of two (2) years and the four (4) alderpersons in the four (4) even-numbered aldermanic districts being elected for terms of one (1) year.

C. Thereafter, the four (4) alderpersons from the even-numbered aldermanic districts shall be elected in the even-numbered years for terms of two (2) years and the four (4) alderpersons from the odd-numbered aldermanic districts shall be elected in the odd-numbered years for terms of two (2) years.

Section 2. Section 2-224(c) of the Sheboygan Municipal Code, relating to terms of office for alderpersons, shall be repealed and recreated to read as follows:

"Sec. 2-224. *Terms.*

. . .

(c) *Alderpersons.*

(1) The term of alderperson shall be two years, with the following exceptions:

a. The eight alderpersons elected in 2016 shall serve terms of one year; and

Whole

X

b. The four 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, four of their number, representing one alderperson from each of the four even-numbered districts in even-numbered years, and one alderperson from each of the four 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

XI

6.1

Gen. Ord. No. 32 - 14 - 15. By Alderpersons Donohue, Dassler, Bohren, Hammond, and VanderWeele. October 20, 2014.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add a Part-Time Permit Clerk in the Building Inspection Division/City Planning 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

b. City Planning and Inspection Division

	Class Grade	NO. of Employees
ADD:		
Part-Time Permit Clerk	1	1.0

Section 2. The job description for the Part-Time Permit Clerk 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

IX

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

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Job Description

Job Title:	**Part-Time Permit Clerk**	**Department:**	Department City Development/ Building Inspection Division
Reports To:	Director of City Development	**Classification:**	Non Exempt
Wage:	Salary Grade 1	**Date to S & G:**	October 13, 2014

Position Summary

Under the general direction of the Building Inspection Specialist, performs a wide range of diverse and responsible duties pertaining to a variety of building inspection services requiring individual judgment, initiative, and specialized knowledge in carrying out procedures and applying laws and regulations.

Essential Duties & Responsibilities

1. Issues permits, collects fees. Issues receipts, and provides assistance to the general public, contractors, developers, realtors, architects, and designers who visit, call, or write about building and construction services.
2. Confers with planners, building inspectors, engineers and staff on developmental plans, policies, specifications or construction documents for compliance with City Ordinances, State Building Codes and other regulations.
3. Determines compliance with rules and regulations affecting accessory residential buildings.
4. Ascertains whether or not proposed alterations and repairs conform to zoning requirements.
5. Ascertains the need for State approval of commercial plans.
6. Reviews applications for fence permits, retaining walls, decks, etc.
7. Performs various receptionist/clerical activities including: greeting customers, telephone receptionist duties, processing mail, composing and typing letters and memoranda from general instructions, preparation of agendas, and assistance with the preparation of contractor license applications, etc.
8. Maintains computerized cash receipts and other records as required.
9. Prepares invoices, collects fees, and issues licenses for Weights & Measures Program.
10. Schedules appointments, issues certificates, and maintains customer contact log for Clearwater Program.
11. Schedules appointments and processes paperwork/certificates for the Inspectors.
12. Performs other related work as assigned.

Qualification Requirements

Considerable knowledge of materials, methods, practices, and equipment used in the Building Inspection Division. Proficiency in Microsoft Office Products (MS Word, Excel, etc.) a plus. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

1. Ability to communicate effectively both orally and in writing.
2. General knowledge of the laws, codes, principles, practices, methods, and techniques as applied to and pertaining to the various aspects of building inspection, building code, code enforcement, zoning, planning, etc.
3. Knowledge of computers and programs (Microsoft Office Products)
4. Ability to be exercise good judgment, courtesy, and tact in dealing with the general public, property owners, contractors, architects, engineers, and designers.
5. Ability to answer a variety of questions and make appropriate referrals to inspectors and/or the division manager.
6. Ability to establish and maintain efficient working relationships with City officials, boards and committees, and City staff.

Education / Experience / Certifications

Requires high school diploma or GED certificate recognized by the Wisconsin Department of Public Instruction, plus Associated degree or higher equivalent in administrative/business related degree.

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.

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

VII

R. C. No. ____ - 14 - 15. By SALARIES AND GRIEVANCES. November 3, 2014.

Your Committee met and discussed the Chief Administrative Officer's term and recommends amending Sec. 2-341 of the Municipal Code, that James Amodeo is hereby appointed as Chief Administrative Officer for the City of Sheboygan, until August 23, 2016. This extension of employment may require a Memo of Understanding that will include all the necessary time frames.

Lies over

_____ _____

_____ _____

_____ _____

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

II

R. O. No. _____ - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting various license applications for the period ending December 31, 2014, December 31, 2015 and June 30, 2016.

Law & Lic.

Susan Richards
City Clerk

CHANGE OF AGENT

Jill Arrowood is replacing Thomas DeMarsh as agent for Highland House located at 820 Indiana Ave. effective immediately.

CHANGE OF PREMISE

No.	Name	Address
2985	Club Nautilus	434 Pennsylvania Ave. - one-day event to be held in current premise and the SW corner of building and present fenced in area. (beer garden)

"CLASS B" LIQUOR LICENSE (June 30, 2015)

No.	Name	Address
3098	Pier 17	539 Riverfront Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
8223	Aguilar, Michelle	1434 St. Clair Ave.
0595	Bradstreet-Hall, Victoria	403 S. River Blvd., Plymouth
0592	Dean, Kassondra L.	323 W. Evergreen Dr.
7754	DesJardins, Nicole L.	1826A N. 18th St.
9488	Diener, Craig J.	2438 W. Mark Dr.
0599	Estrada, Dana K.	2704 Meadowland, Manitowoc
0596	Farr, Ashley L.	1406 Superior Ave.
4019	Humphrey, Jennie L.	1608 Michigan Ave.
0597	Justus, Jordan A.	1131 Humboldt Ave.
0603	Kohr, Tina J.	1408 Prairie Ln., Sheb. Falls
0602	Magray, Leviathan C.	1517 N. 4th St.
0594	Mueller, Benjamin J.	814 Indian Mound Rd.

II

0604	Onley, Kelsey A.	934 New York Ave.
0370	Pinnow, Jeremy D.	508 N. 8th St.
0600	Teesch, Tyler D.	1402 S. 19th St., Manitowoc
0593	Wolfe, James L.	1708 S. 9th St.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
1701	Salon Sase	631 Riverfront Dr.

II

9.2

R. O. No. ____ - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a communication from Alexis Torres requesting a waiver from the Sex Offender Residency restrictions in order to live at 1127 N. 8th St.

PP&S

Susan Richards
City Clerk

Date 10/29/14

My name is Alexis Torres.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1127 N. 8th St. Sheboygan WI 53081.

Signature [illegible]

Phone No Please contact Agent Josh Butzen @ 459-0580

II

Other Matters

9.3

R. O. No. ____ - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a communication from Alexis Torres requesting a waiver from the Sex Offender Residency restrictions in order to live at 930A Michigan Ave. or 1123/1125 N. 14th St. depending upon availability.

PP&S

Susan Richards
City Clerk

Scott Walker
Governor

Edward F. Wall
Secretary

State of Wisconsin
Department of Corrections

Mailing Address
DCC
3422 Wilgus Ave.
Sheboygan, WI 53081
(920) 459-0580
(920) 459-4386 (FAX)

October 31, 2014

OCT 31 '14 PM 3:41

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 Alexis Torres in order for Mr. Torres 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,

Josh Butzen
Probation/Parole Agent 70802
(920) 459-0580

II

Other Matters 9.4

R. O. No. - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a claim from Luciano Gallego for alleged damages to his vehicle when he was parked at his home address and a City truck struck his car.

Susan Richards
City Clerk

Finance

II

DATE RECEIVED 10-31-14

RECEIVED BY RSSchroeder

CLAIM NO. 2014

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.

TO CITY OF SHEBOYGAN

1. Name of Claimant: Luciano Gallego
2. Home address of Claimant: 605 S 15 TH ST
3. Home phone number: 920-287-6242
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 10-30-14, morning
6. Where did damage or injury occur? (give full description) At home address. Parked car was struck by city truck damaging Driver side door, quarter panel, rim, tire, nose, and headlight.

7. How did damage or injury occur? (give full description) No one was home at time of incident. Police was dispatched to scene to get report on the incident caused by city truck. Still awaiting police report.

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: unknown at this time awaiting police report

   (b) Claimant's statement of the basis of such liability: unknown at this time still waiting for police report.

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: unknown at this time awaiting police report.

   (b) Claimant's statement of basis for such liability: unknown at this time awaiting police report.

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

NO injuries.

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

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

Auto: $ pending

Property: $ N/A

Personal injury: $ N/A

Other: (Specify below $ N/A

TOTAL pending

Damaged vehicle (if applicable)

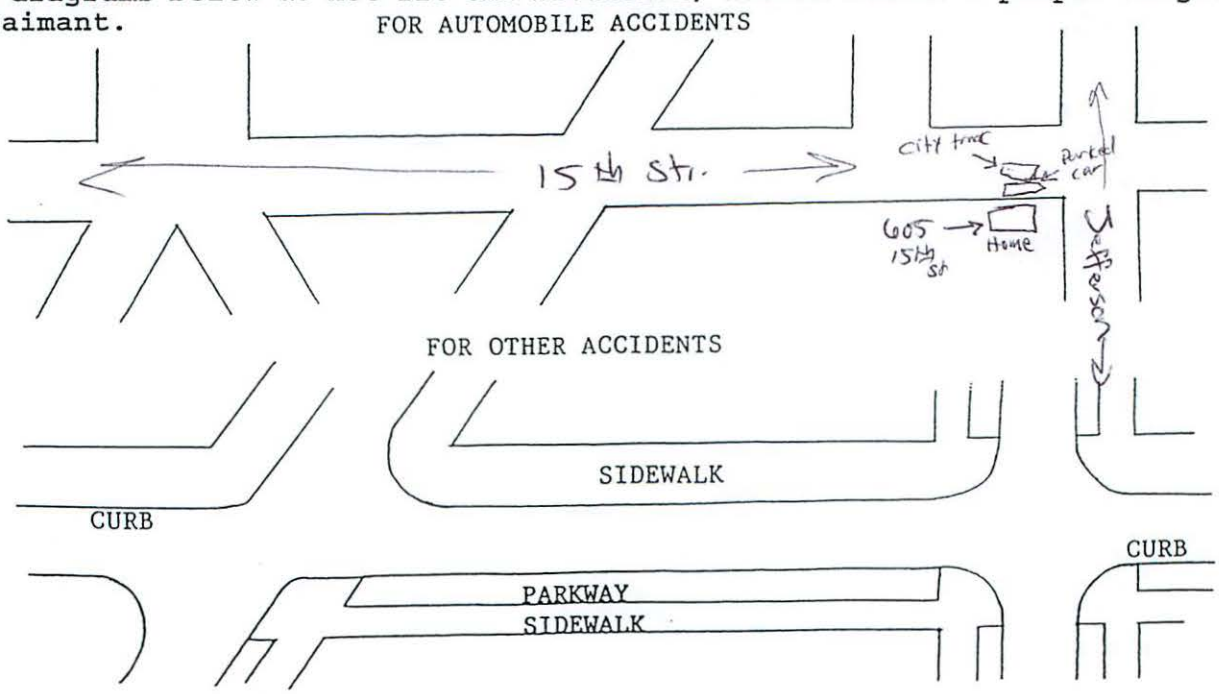
Make: Pontiac Model: Firebird Year: 1995 Mileage: 140,000 +

Names and addresses of witnesses, doctors and hospitals: Unaware of witnesses at this time awaiting police report.

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'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



SIGNATURE OF CLAIMANT: [signature] Date: 10-31-14

DATE RECEIVED 10-31-14

RECEIVED BY L. Schroeder

CLAIM NO. 2049

CLAIM

Claimant's Name: Luciano Gallego

Claimant's Address: 605 S 15 TH ST

Claimant's Phone No. 920-287-6242

Auto	$ Pending
Property	$ N/A
Personal Injury	$ N/A
Other (Specify below)	$ N/A
TOTAL	Pending

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 $ Pending.

SIGNED: [illegible]

DATE: 10-31-14

ADDRESS: 605 S 15 TH ST
Sheboygan WI