

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

**II**

2.2

**UPDATED COPY**

R. O. No.     - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting various license applications.

*Susan Richards*  
City Clerk

COMMERCIAL OPERATOR'S LICENSE (December 31, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1945	A & M Trees LLC	7230 Sauk Trail Rd.
2979	EA Services	991 Huron Trl.
1154	Harolds Landscaping LLC	W4740 Cty MM, Elkhart Lake
2609	Hillcrest Trees & Lands.	N7497 State Rd. 32, Sheb. Falls
3052	JT Lawn Care	W3222 Wilson Lima Rd., Oostburg
1202	Landmark Landscape Inc.	W3923 Cty O, Sheb. Falls
1721	Larry Sommersberger	3904 High Cliff Ct.
2012	M & K Lawn Services	145 Foxglove Ln., Sheb. Falls
1814	Morse Landscaping LLC	2737 N. 21 <sup>st</sup> St.
1315	Schmidts Landscaping	W3127N Cty A
1951	Scotty Landscape Supply, LLC	3823 Enterprise Dr.
1322	Serenity Farm Landscaping	2803 Old Park Rd.
3068	Stuebs Lawn and Landscape	N3328 Tipperary Rd., Cascade
2473	Stump Eliminators, LLC	726 N. 25 <sup>th</sup> St.
2610	Superior Law & Garden, LLC	6510 Superior Ave., Kohler
1770	TDN Utility Services	1075 Fond Du Lac Ave., Sheb. Falls
1967	The Handyman LLC	1432 N. 17 <sup>th</sup> St.
2132	Top Notch Tree & Stump Remov.	931 Beech St., Cleveland
2280	Trepanier's Lawn & Snow Ser.	W5975 Pheasant Lane, Plymouth

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2547	Friends of the Senior Center	428 Wisconsin Ave. - one-day event to Be held 11/19/14 to include all of the Senior Center.



R. O. No. \_\_\_\_\_ - 14 - 15. By CHIEF OF POLICE. October 15, 2014.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing July 1, 2014 and ending September 30, 2014.

Part I Crimes	JUL		AUG		SEP		2014 TOTAL 3rd QTR Actual Offenses	2013 TOTAL 3rd QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	3	4	0	1	2	1	5	3
Robbery	1	0	2	1	0	0	3	6
Aggravated Assault	11	10	4	4	5	2	20	25
Burglary	17	7	15	5	14	3	46	48
Theft	116	34	112	37	113	36	341	299
Vehicle Theft	2	1	4	2	2	1	8	10
Arson	2	0	0	0	0	0	2	2
<b>Total Part I Crimes</b>	<b>152</b>	<b>56</b>	<b>137</b>	<b>50</b>	<b>136</b>	<b>43</b>	<b>425</b>	<b>393</b>
<b>Total Current Actual Offenses</b>	<b>425</b>		<b>Total Current Cleared</b>		<b>149</b>			
<b>Same Quarter Last Year</b>	<b>393</b>		<b>Same Quarter Last Year</b>		<b>183</b>			

*Concise*

Part	Chinese	Latin	Number	Latin	Number	Latin	Number
1	...	...	1	...	...	...	...
2	...	...	2	...	...	...	...
3	...	...	3	...	...	...	...
4	...	...	4	...	...	...	...
5	...	...	5	...	...	...	...
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14	...	...	14	...	...	...	...
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48	...	...	48	...	...	...	...
49	...	...	49	...	...	...	...
50	...	...	50	...	...	...	...

<b>Traffic Arrests</b>	
<b>JUL</b>	<b>168</b>
<b>AUG</b>	<b>147</b>
<b>SEP</b>	<b>206</b>
<b>Current Quarter</b>	<b>521</b>
<b>Same Quarter Last Year</b>	<b>625</b>

<b>Other Arrests</b>	
<b>JUL</b>	<b>436</b>
<b>AUG</b>	<b>429</b>
<b>SEP</b>	<b>363</b>
<b>Current Quarter</b>	<b>1,228</b>
<b>Same Quarter Last Year</b>	<b>1,249</b>

<b>Accidents Investigations</b>	
<b>Current Quarter</b>	<b>404</b>
<b>Same Quarter Last Year</b>	<b>413</b>

<b>Total Arrests</b>	
<b>Current Quarter</b>	<b>1,749</b>
<b>Same Quarter Last Year</b>	<b>1,874</b>

<b>Property</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>Current Quarter</b>	<b>Same Quarter Last Year</b>
<b>Value Property Stolen</b>	<b>36309</b>	<b>47938</b>	<b>45501</b>	<b>129,748</b>	<b>167,618</b>
<b>Value Property Recovered</b>	<b>10823</b>	<b>6629</b>	<b>6097</b>	<b>23,549</b>	<b>58,789</b>
<b>Percent Recovered</b>	<b>30</b>	<b>14</b>	<b>13</b>	<b>18</b>	<b>35</b>

Chief of Police Christopher D. Domagalski

II

R. O. No.       - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a communication from Michael Steward, Risk Manager for AT&T, requesting that claim #16-14 (25201409-50-0071) be withdrawn as the property in question is not in the City but in the Town of Sheboygan.

Consent

*Susan Richards*

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City Clerk

II

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contact guide

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**Schroeder, Linda**

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**To:** Attorney Dept; Amodeo, James; Biebel, David; Richards, Susan; Suhrke, Laurie  
**Subject:** FW: Withdraw claim

OCT 10 '14 AM 8:53

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**From:** STEWARD, MICHAEL C [<mailto:ms6231@att.com>]  
**Sent:** Friday, October 10, 2014 8:37 AM  
**To:** Schroeder, Linda  
**Subject:** Withdraw claim

Please be advised that AT&T is withdrawing the claim referenced below.

Thanks,

**Michael Steward**  
Sr Risk Manager  
AT&T  
815-654-5121  
[ms6231@att.com](mailto:ms6231@att.com)

Good Afternoon Mr. Steward:

It has come to my attention that on 10/1/14 you spoke with Joe Kerlin, the City of Sheboygan's Parks Director, regarding your file number 25201409-50-0071, and that he explained to you the property in question is not in the City of Sheboygan, but instead in the Town of Sheboygan. He informed me that you were going to change the claim from the City of Sheboygan to the Town of Sheboygan. If you would like to withdraw your claim with the City of Sheboygan, please file a note with the City Clerk's office stating your desire to withdraw the claim. You can email them at [Linda.Schroeder@sheboyganwi.gov](mailto:Linda.Schroeder@sheboyganwi.gov) and please insert note the City's claim number of 16-14.

If you have any other questions feel free to contact me.

Have a great day!

*Laurie Suhrke*  
Auditor/Analyst

II

R. O. No.       - 14 - 15. By CITY PLAN COMMISSION. October 20, 2014.

Your Commission to whom was referred Res. No. 74-14-15 by Alderperson Bohren and Thiel approving the Capital Improvements Program recommended by the Capital Improvements Commission, for the program period of 2015 and adopting the program for implementation; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, October 14, 2014, and after due consideration, recommends approval of the Resolution.

*Consent*

\_\_\_\_\_  
Director of Planning and Development

II

III

5.2

Res. No. 74 - 14 - 15. By Alderpersons Bohren and Thiel. October 6, 2014.


A RESOLUTION approving the Capital Improvements Program recommended by the Capital Improvements Commission, for the program period of 2015 and adopting the program for implementation.

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

WHEREAS, the Commission considered many requests and proposals for the various departments in the City of Sheboygan.

RESOLVED: That the Common Council approve the Capital Improvements Program recommended by the Capital Improvements Commission, for the program period of 2015 and adopting the program for implementation.

*City Plan*

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

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

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

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

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III

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<u>MANDATORY PROJECTS</u>	<u>FUND</u>	<u>TOTAL PROJECT</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>DEBT/LEVY</u>	<u>COMMENTS</u>
Mobile Radio Replacement	General	182,000	182,000					182,000	County - 70% Funded
Mobile Radio Replacement	General	90,000	90,000					90,000	County - 70% Funded
Mobile Radio Replacement	General	100,000	100,000					100,000	
STH 42 - Calumet Dr/North Ave-DOT	General	290,000	120,000	-	170,000			290,000	DOT Project
Superior Ave - N Taylor to N 29th St-DOT	General	290,301	54,717			235,584		290,301	DOT Project
North Ave - Calumet to N 15th St-DOT	General	953,225	171,700				781,525	953,225	DOT Project
STH 28 - 14th St Bridge Deck-DOT	General	50,000	50,000					50,000	Federal/State Project
S 8th St Bridge-DOT	General	54,480	25,000	29,480				54,480	DOT Project
S Business Dr Bridge Deck-DOT	General	476,325	56,705			419,620		476,325	Federal/State Project
Rolling Stock Purchase	General	386,000	56,000	10,000	-	320,000	-	386,000	80% Grant
Sub-Total Mandatory Projects		2,872,331	906,122	39,480	170,000	975,204	781,525	2,872,331	
Projects Approved									
Fiber Ring	General	101,746	-	-	-	-	-	-	Information Technology Funds
Squad Computers	General	68,000	68,000					68,000	
Storm Sewer Beach Outfalls	General	250,000	250,000					250,000	Matching EPA Grant \$250,000
Sirens & Controls	General	112,600	21,000	24,600	22,000	22,000	23,000	112,600	
Technology/Training Upgrade	General	24,900	24,900					24,900	
S 32nd St - Industrial Park	General	450,000	450,000	-	-	-	-	450,000	LRIG \$100,000 Sanitary Sewer \$50,000
Contingency		279,978	279,978	-	-	-	-	-	
2015 Capital Improvement Projects		4,159,555	2,000,000	64,080	192,000	997,204	804,525	3,777,831	

Year	1900	1901	1902	1903	1904	1905	1906	1907	1908	1909	1910	1911	1912	1913	1914	1915	1916	1917	1918	1919	1920	1921	1922	1923	1924	1925	1926	1927	1928	1929	1930	1931	1932	1933	1934	1935	1936	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025																																																							
Population	100	105	110	115	120	125	130	135	140	145	150	155	160	165	170	175	180	185	190	195	200	205	210	215	220	225	230	235	240	245	250	255	260	265	270	275	280	285	290	295	300	305	310	315	320	325	330	335	340	345	350	355	360	365	370	375	380	385	390	395	400	405	410	415	420	425	430	435	440	445	450	455	460	465	470	475	480	485	490	495	500	505	510	515	520	525	530	535	540	545	550	555	560	565	570	575	580	585	590	595	600	605	610	615	620	625	630	635	640	645	650	655	660	665	670	675	680	685	690	695	700	705	710	715	720	725	730	735	740	745	750	755	760	765	770	775	780	785	790	795	800	805	810	815	820	825	830	835	840	845	850	855	860	865	870	875	880	885	890	895	900	905	910	915	920	925	930	935	940	945	950	955	960	965	970	975	980	985	990	995	1000
Area	100	105	110	115	120	125	130	135	140	145	150	155	160	165	170	175	180	185	190	195	200	205	210	215	220	225	230	235	240	245	250	255	260	265	270	275	280	285	290	295	300	305	310	315	320	325	330	335	340	345	350	355	360	365	370	375	380	385	390	395	400	405	410	415	420	425	430	435	440	445	450	455	460	465	470	475	480	485	490	495	500	505	510	515	520	525	530	535	540	545	550	555	560	565	570	575	580	585	590	595	600	605	610	615	620	625	630	635	640	645	650	655	660	665	670	675	680	685	690	695	700	705	710	715	720	725	730	735	740	745	750	755	760	765	770	775	780	785	790	795	800	805	810	815	820	825	830	835	840	845	850	855	860	865	870	875	880	885	890	895	900	905	910	915	920	925	930	935	940	945	950	955	960	965	970	975	980	985	990	995	1000

II

R. O. No.       - 14 - 15. By CITY PLAN COMMISSION. October 20, 2014.

Your Commission to whom was referred Gen. Ord. No. 30-14-15 by Alderperson Belanger relative to creating a shoreland zoning ordinance for the City of Sheboygan in conformance with Sections 62.23 and 62.233, Wis. Stats; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, October 14, 2014, and after due consideration, recommends approval of the General Ordinance.

*Consent*

\_\_\_\_\_  
Director of Planning and Development

II



Gen. Ord. No. 30 - 14 - 15. By Alderperson Belanger. October 6, 2014.

AN ORDINANCE creating a shoreland zoning ordinance for the City of Sheboygan in conformance with Sections 62.23 and 62.233, Wis. Stats.

WHEREAS, 2013 Wis. Act 80 repealed the requirement that a county shoreland zoning ordinance continues to apply to a shoreland area that was annexed to a city or village after May 7, 1982, and any shoreland area that was part of a town that incorporated as a city or village after April 30, 1994; and

WHEREAS, said Act requires municipalities to enact shoreland zoning ordinances that apply to any shoreland area annexed by a city or village after May 7, 1982, and to any shoreland area that was subject to a county shoreland zoning ordinance prior to being incorporated after April 30, 1994.

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

Section 1. The City of Sheboygan hereby creates the following shoreland zoning ordinance:

**"SHORELAND ZONING ORDINANCE FOR THE CITY OF SHEBOYGAN**

**SECTION 1.0. STATUTORY AUTHORIZATION, FINDINGS OF FACT, STATEMENT OF PURPOSE AND TITLE**

**1.1. Statutory authorization.**

This ordinance is adopted pursuant to the authorization in Wis. Stat. sec. 62.23 and 62.233.

**1.2. Findings of fact and purpose.**

Uncontrolled use of shorelands and pollution of the navigable waters of the municipality would adversely affect the public health, safety, convenience, and general welfare and impair the tax base. The Legislature of Wisconsin has delegated responsibility to all municipalities to:

- (1) Promote the public health, safety, convenience and general welfare;
- (2) Limit certain land use activities detrimental to shorelands; and

*City Plan*



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- (3) Preserve shore cover and natural beauty by controlling the location of structures in shoreland areas and restricting the removal of natural shoreland vegetation.

### **1.3. Title.**

This ordinance shall be known as the Shoreland Zoning Ordinance for the City of Sheboygan.

## **SECTION 2.0. GENERAL PROVISIONS**

### **2.1. Compliance.**

The use of shorelands within the shoreland area of the municipality shall be in full compliance with the terms of this ordinance and other applicable local, state or federal regulations. All permitted development shall require the issuance of a zoning permit unless otherwise expressly excluded by a provision of this ordinance.

### **2.2. Municipalities and state agencies regulated.**

Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if Wis. Stat. sec. 13.48(13) applies.

### **2.3. Abrogation and greater restrictions.**

2.31. This ordinance supersedes all the provisions of any other applicable municipal ordinance except that where another municipal ordinance is more restrictive than this ordinance, that ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.

2.32. This ordinance is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

### **2.4. Interpretation.**

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the municipality and shall not be deemed a limitation or repeal of any other powers granted by the Wisconsin Statutes or Wisconsin Constitution.

## **2.5. Severability.**

Should any portion of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

## **2.6. Applicability of shoreland district regulations.**

The Shoreland Zoning District regulations apply only to the following shorelands:

- (1) A shoreland that was annexed by the City of Sheboygan after May 7, 1982, and that prior to annexation was subject to a county shoreland zoning ordinance under Wis. Stat. sec. 59.692; and
- (2) A shoreland that before incorporation by the City of Sheboygan was part of a town that was subject to a county shoreland zoning ordinance under Wis. Stat. sec. 59.692 if the date of incorporation was after April 30, 1994.

### **2.6.1. District boundaries.**

The Shoreland District areas regulated by this ordinance shall include all the lands (referred to herein as shorelands) in the City of Sheboygan that are:

- (1) Within 1,000 feet of the ordinary high-water mark of navigable lakes, ponds or flowages. Lakes, ponds or flowages shall be presumed to be navigable if they are listed in the Wisconsin Department of Natural Resources Surface Water Data viewer available on the DNR website, or are shown on United States Geological Survey quadrangle maps or other zoning base maps.
- (2) Within 300 feet of the ordinary high-water mark of navigable rivers or streams, or to the landward side of the floodplain, whichever distance is greater. Rivers and streams shall be presumed to be navigable if they are designated as continuous waterways or intermittent waterways on United States Geological Survey quadrangle maps. Flood hazard boundary maps, flood insurance rate maps, flood boundary-floodway maps, county soil survey maps or other existing county floodplain zoning maps shall be used to delineate floodplain areas.
- (3) Determinations of navigability and ordinary high-water mark location shall initially be made by the Zoning Administrator. When questions arise, the Zoning Administrator shall contact the

appropriate district office of the Wisconsin Department of Natural Resources for a final determination of navigability or ordinary highwater mark.

- (4) Pursuant to Wis. Stat. sec. 61.353(7) or 62.233, the Shoreland Zoning District does not include lands adjacent to an artificially constructed drainage ditch, pond, or retention basin if the drainage ditch, pond or retention basin is not hydrologically connected to a natural navigable water body.

#### **2.6.2. Effect of existing land division, sanitary, zoning and other regulations.**

The lands within the Shoreland Zoning District are subject to all applicable provisions of the City of Sheboygan Municipal Code, Appendices to the Municipal Code and the City's Zoning Code (the "City Codes"). Where the provisions of this ordinance are more restrictive than other regulations in the City Codes, the provisions of this ordinance shall apply.

#### **SECTION 3.0. SETBACKS FROM THE WATER**

- (1) Principal Building Setbacks.
  - (a) All principal buildings shall be set back at least 50 feet from the ordinary high-water mark.
  - (b) Adjustment of Shore Yards. A setback less than that required by subsection (1)(a) may be allowed if all of the following apply:
    - (i) The principal building is constructed or placed on a lot or parcel of land that is immediately adjacent on each side to a lot or parcel of land containing a principal building; and
    - (ii) The principal building is constructed or placed within a distance equal to the average setback of the principal building on the adjacent lots or 35 feet from the ordinary high-water mark, whichever distance is greater.
- (2) Accessory structures meeting all applicable requirements of the underlying zoning district and the City Municipal Code may be placed in side and street yards.

#### **SECTION 4.0. VEGATATIVE BUFFER ZONE**

Pursuant to Wis. Stat. sec. 61.353(3) or 62.233, a landowner must maintain a vegetative buffer zone, as follows:

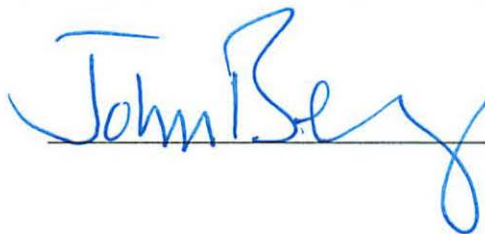
- (1) A person who owns shoreland property that contains vegetation must maintain that vegetation in a vegetative buffer zone along the entire shoreline of the property and extending 35 feet inland from the ordinary high-water mark of the navigable water, except as provided in sub. (2).
- (2) If the vegetation in a vegetative buffer zone contains invasive species or dead or diseased vegetation, the owner of the shoreland property may remove the vegetation, except that if the owner removes all of the vegetation in the vegetative buffer zone, the owner shall establish a vegetative buffer zone with new vegetation.
- (3) A person who is required to maintain or establish a vegetative buffer zone under sub (1) may remove all of the vegetation in a part of that zone in order to establish a viewing or access corridor that is no greater than 30 feet wide for every 100 feet of shoreline frontage and extends no more than 35 feet inland from the ordinary high-water mark.

#### **SECTION 5.0. DEFINITIONS**

In this ordinance:

- 5.1. *Principal building* means the main building or structure on a single lot or parcel of land and includes any attached garage or attached porch.
- 5.2. *Shorelands* has the meaning given in Wis. Stat. sec. 59.692(1)(b).
- 5.3. *Shoreland setback area* has the meaning given in Wis. Stat. sec. 59.692(1)(bn)."

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

VII

R. C. No. \_\_\_\_\_ - 14 - 15. By LAW AND LICENSING. October 20, 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 Beverage Operator's License #7647 - Aimee N. Orr-Sanchez be granted.

*Consent*

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

Committee

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

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

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

IV

**VII**

R. C. No. \_\_\_\_\_ - 14 - 15. By LAW AND LICENSING. October 20, 2014.

Your Committee to whom was referred, pursuant to 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 #8330 - Tania Grobman be granted contingent upon the application being corrected, and with a warning to include all violations on future applications.

*Consent*

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

Committee

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

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

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

IV

VII

R. C. No. \_\_\_\_\_ - 14 - 15. By LAW AND LICENSING. October 20, 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 granting the following licenses with contingencies that the applications be corrected and with a warning to include all violations on future applications:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0568	Bustamante, Brandon T.	920 N. 16 <sup>th</sup> St.
0569	Franzen, Kristen M.	996 3 <sup>rd</sup> Street, C7, Menasha
7214	Semsch, Daniel L.	2005 S. 14 <sup>th</sup> St.

*Consent*

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

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

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

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

IV

**VI**

R. C. No. \_\_\_\_\_ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. October 20, 2014.

Your Committee to whom was referred R. O. No. 139-14-15 by Building Inspection submitting their department's reports for the months of July and August, 2014; recommends that the document be accepted and placed on file.

*Consent*

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

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

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

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

IV

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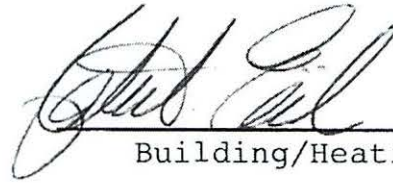
II

4.1

R. O. No. 139-14-15. By BUILDING INSPECTION. October 6, 2014.

We hereby submit the report of the Building Inspection Department for the month of July and August 2014.

*PPS  
Ac & Jice*



\_\_\_\_\_  
Building/Heating Inspector

7.1

II

134

*[Faint, illegible handwriting]*

*[Faint, illegible handwriting]*

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	\$1,405.00	\$1,840.00
Building Permits	\$22,564.50	\$43,836.60
Projecting Sign Fees	\$1,275.00	\$625.00
Electrical Permit Fees	\$4,665.00	\$8,820.00
Heating Permit Fees	\$8,765.00	\$3,715.00
Sales Tax	\$18.27	\$4.73
Plumbing Permit Fees	\$1,608.00	\$6,350.00
Sewer Permit Fees	\$2,500.00	\$2,500.00
Occupancy Permit Fees	\$850.00	
Board of Appeals	\$750.00	\$1,250.00
Misc. General Revenue	\$369.03	\$92.59
Plan Examining Fees	\$1,875.00	\$200.00
Code Books		
State Stamps	\$40.00	
Rooming House Permits		
Erosion Control Fees	\$100.00	
Penalty Fees	\$240.00	\$1,200.00
Cash Over, Short or Refund	(\$600.00)	
Contractors Escrow	(\$1,774.00)	\$3,375.06
Weights & Measure License	\$80.00	\$40.00
Clearwater Inspection Fees	\$2,400.00	\$2,720.00
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>\$47,130.80</b>	<b>\$76,568.98</b>

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence						
Two-Family Residence	1		\$ 145,000.00		\$ 800.00	
Condominium						
Garages, Carports	5	1	\$ 88,900.00	\$ 14,100.00	\$ 666.00	\$ 144.00
New Commercial		1		\$ 600,000.00		\$ 1,705.20
New Misc - Non Residential						
Storage Bldgs - Residential	4	2	\$ 24,647.00	\$ 8,250.00	\$ 209.76	\$ 100.00
Storage Bldgs - Commerical		1		\$ 2,750,000.00		\$ 6,622.60
Alterations & Add'ns - Residential	182	180	\$ 1,037,386.00	\$ 1,005,205.00	\$ 12,430.00	\$ 12,267.80
Alterations & Add'ns - Commercial	17	18	\$ 491,877.00	\$ 2,020,237.00	\$ 5,100.00	\$ 19,427.80
Wrecking	2	7	\$ 11,500.00	\$ 24,050.00	\$ 333.74	\$ 949.20
Moving						
Signs	7	3	\$ 19,800.00	\$ 13,390.00	\$ 1,050.00	\$ 600.00
Fences/Pool/Decks/Driveways	45	40	\$ 88,351.00	\$ 110,817.00	\$ 1,875.00	\$ 1,920.00
Tanks						
Miscellaneous	2	2			\$ 100.00	\$ 100.00
<b>TOTALS</b>	<b>265</b>	<b>255</b>	<b>\$ 1,907,461.00</b>	<b>\$ 6,546,049.00</b>	<b>\$ 22,564.50</b>	<b>\$ 43,836.60</b>
<b>PERMIT TYPES</b>						
Electrical	28	48	\$ 139,226.00	\$ 295,149.00	\$ 4,665.00	\$ 8,820.00
Heating	66	37	\$ 478,380.04	\$ 223,373.80	\$ 8,765.00	\$ 3,715.00
Plumbing	29	46			\$ 1,608.00	\$ 6,350.00
Sewer	5	2			\$ 2,500.00	\$ 2,500.00
<b>TOTALS</b>	<b>128</b>	<b>133</b>	<b>\$ 617,606.04</b>	<b>\$ 518,522.80</b>	<b>\$ 17,538.00</b>	<b>\$ 21,385.00</b>
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>393</b>	<b>388</b>	<b>\$2,525,067.04</b>	<b>\$7,064,571.80</b>	<b>\$40,102.50</b>	<b>\$65,221.60</b>

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	\$1,595.00	\$1,995.00
Building Permits	\$28,109.72	\$30,396.40
Projecting Sign Fees	\$100.00	\$100.00
Electrical Permit Fees	\$4,520.00	\$7,595.00
Heating Permit Fees	\$4,340.00	\$4,690.00
Sales Tax	\$18.07	\$6.74
Plumbing Permit Fees	\$1,856.00	\$2,860.00
Sewer Permit Fees	\$2,500.00	\$3,500.00
Occupancy Permit Fees	\$600.00	\$1,550.00
Board of Appeals	\$1,000.00	\$750.00
Misc. General Revenue	\$483.58	\$135.57
Plan Examining Fees	\$2,100.00	\$775.00
Code Books	\$20.00	
State Stamps		\$40.00
Rooming House Permits		
Erosion Control Fees		\$100.00
Penalty Fees		\$830.00
Cash Over, Short or Refund	\$500.00	(\$1,803.00)
Contractors Escrow	\$2,576.32	(\$2,844.00)
Weights & Measure License	\$80.00	
Clearwater Inspection Fees	\$2,680.00	\$2,680.00
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>\$53,078.69</b>	<b>\$53,356.71</b>

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence		1		\$ 80,000.00		\$ 400.00
Two-Family Residence						
Condominium						
Garages, Carports	3	2	\$ 35,015.00	\$ 23,000.00	\$ 375.60	\$ 348.00
New Commercial		1		\$ 500,000.00		\$ 1,064.40
New Misc - Non Residential	1		\$ 5,000.00		\$ 50.00	
Storage Bldgs - Residential	3	2	\$ 2,900.00	\$ 1,040.00	\$ 150.00	\$ 100.00
Storage Bldgs - Commerical		1		\$ 240,000.00		\$ 1,728.00
Alterations & Add'ns - Residential	152	129	\$ 1,055,549.80	\$ 861,232.00	\$ 12,070.00	\$ 9,980.00
Alterations & Add'ns - Commercial	19	20	\$ 1,297,400.00	\$ 1,292,139.00	\$ 12,190.00	\$ 13,060.00
Wrecking	4	2	\$ 22,100.00	\$ 5,600.00	\$ 509.12	\$ 216.00
Moving						
Signs	6	7	\$ 55,175.00	\$ 24,371.25	\$ 900.00	\$ 650.00
Fences/Pools/Decks/Driveways	40	58	\$ 106,470.00	\$ 136,042.00	\$ 1,835.00	\$ 2,750.00
Tanks						
Miscellaneous	1	2		\$ 1,600.00	\$ 30.00	\$ 100.00
<b>TOTALS</b>	<b>229</b>	<b>225</b>	<b>\$ 2,579,609.80</b>	<b>\$ 3,165,024.25</b>	<b>\$ 28,109.72</b>	<b>\$ 30,396.40</b>
<b>PERMIT TYPES</b>						
Electrical	29	34	\$ 143,300.00	\$ 275,929.00	\$ 4,520.00	\$ 7,595.00
Heating	29	34	\$ 237,152.55	\$ 287,900.51	\$ 4,340.00	\$ 4,690.00
Plumbing	29	22			\$ 1,856.00	\$ 2,860.00
Sewer	5	4			\$ 2,500.00	\$ 3,500.00
<b>TOTALS</b>	<b>92</b>	<b>94</b>	<b>\$ 380,452.55</b>	<b>\$ 563,829.51</b>	<b>\$ 13,216.00</b>	<b>\$ 18,645.00</b>
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>321</b>	<b>319</b>	<b>\$2,960,062.35</b>	<b>\$3,728,853.76</b>	<b>\$41,325.72</b>	<b>\$49,041.40</b>

**VI**

R. C. No. \_\_\_\_\_ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. October 20, 2014.

Your Committee to whom was referred R. O. No. 140-14-15 by the City Clerk submitting a communication from Mary Beth Martin putting the City on notice of a dangerous condition at the intersection of N. 6<sup>th</sup> St. and Superior Ave.; recommends that the document be placed on file.

*Consent*

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

Committee

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

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

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

IV

II

4.2

R. O. No. 140 - 14 - 15. By CITY CLERK. October 6, 2014.

Submitting a communication from Mary Beth Martin putting the City of Sheboygan on notice of a dangerous condition at the intersection of N. 6<sup>th</sup> St. and Superior Ave.

~~PPS~~  
file

*Susan Richards*  
\_\_\_\_\_  
City Clerk

5.4

III

140

Handwritten signature or text

2309 North 23rd St.  
Sheboygan, WI 53081  
September 24, 2014

TO: Stephen McLean, City Attorney, et. al.

RE: Notice of Dangerous Condition

This letter is to put the City of Sheboygan on notice of a dangerous condition at the intersection of 6th and Superior Avenue in the City of Sheboygan.

A mini roundabout has been constructed at that intersection, presumably for safety reasons due to the elementary school nearby. I drive east on Superior Avenue in the morning around 8:00 a.m. almost every day and pass through that intersection. I have almost been hit twice by vehicles going north on 6th street and passing through without stopping, even though there is a stop sign posted on the north and south sides. I have also never seen a child crossing at that intersection.

When you created the mini roundabout, you forgot to think about the mindset of those drivers going north or south through the intersection. When individuals know there is a roundabout (mini or otherwise) they have been conditioned to look to the left and yield to cars entering or continuing around. People are NOT conditioned to look to the right, where the stop signs are positioned. Therefore, although there may be a vehicle coming from the east or west, many drivers do not see the stop sign and believe they can make it around and through before the oncoming vehicle reaches the area.

You need to rethink the reasonableness of this roundabout. Possibly the positioning of stop signs on all 4 corners would have been the most safe, practical and cost-saving way of adequately protecting the children who use that intersection to get to school.

I would be happy to speak with you, any city official or committee about this issue. Thank you for your prompt attention to this matter.

  
Mary Beth Martin

cc: Mike Vandersteen, Mayor  
Daryll Carlson, Chairman, Public Protection & Safety Committee  
David Vanakkeran, Alderperson  
Jodi Vander Weele, Alderperson

ppw/s

**received**  
9-25-14

VIII

R. C. No.       - 14 - 15      . By PUBLIC WORKS. October 20, 2014.

Your Committee to whom was referred Res. No. 76-14-15 by Alderperson Hammond authorizing the appropriate City Officials to file the Urban Forestry grant application for the purpose of receiving financial assistance for the management the City of Sheboygan's Urban Forest; 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

III

5.3

Res. No. 76 - 14 - 15. By Alderperson Hammond October 6, 2014.

A RESOLUTION authorizing the appropriate City Officials to file the Urban Forestry grant application for the purpose of receiving financial assistance for the management the City of Sheboygan's Urban Forest.

WHEREAS, the City of Sheboygan hereby requests financial assistance under s. 20.370, Wis. Stats., Chapter NR 47, Wis. Admin. Code, for the purpose of funding urban and community forestry projects specified in s. 20.370(5)(bw) and (1)(mv), Wis. States.,

WHEREAS, this is a 50/50 matching grant program.

WHEREAS, the City is applying for \$50,000.00 in forestry management projects and will be responsible to match \$25,000 of the projects in cash, labor, services equipment or supplies or donations by a third party.

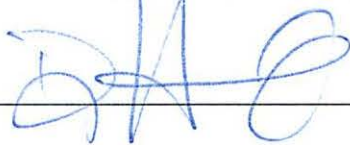
WHEREAS, the applicant must complete and pay for the entire project and then request reimbursement.

RESOLVED: That the City of Sheboygan HEREBY AUTHORIZES the Superintendent of Parks and Forestry, an official or employee, to act on its behalf to:

Submit an application to the Department of Natural Resources for financial Under s. 20.370, Wis. Stat., Chapter NR 47, Wis. Admin, Code; Sign necessary documents; and Submit a final report.

BE IT FURTHER RESOLVED: that the appropriate City officials are hereby authorized to draw orders on the Account No. 47353000-521900.

*Pub. Works approve.*

  
\_\_\_\_\_

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

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

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

**IV**

R. C. No. \_\_\_\_\_ - 14 - 15. By SALARIES AND GRIEVANCES. October 20, 2014.

Your Committee to whom was referred Gen. Ord. No. 31-14-15 by Alderperson Donohue creating Division 6, Section 2-420 of Article IV of Chapter 2 of the Municipal Code relating to the director of human resources and labor relations; recommends that the Ordinance be passed.

*Consent*

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

Committee

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

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

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

XI

~~IX~~

Gen. Ord. No. 31 - 14 - 15. By Alderperson Donohue. October 6, 2014.

AN ORDINANCE creating Division 6, Section 2-420 of Article IV of Chapter 2 of the Municipal Code relating to the director of human resources and labor relations.

WHEREAS, by way of Subs. of Gen. Ord. No. 27-14-15 adopted September 15, 2014, Chapter 82 of the Municipal Code was repealed and recreated; and

WHEREAS, this had the unintended consequence of deleting former Sec. 82-2 related to the director of human resources and labor relations without recreating the section; and

WHEREAS, the intent was to relocate said provision to the Departments Article in Chapter 2 of the Municipal Code.

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

Section 1. Division 6, Section 2-420 of Article IV of Chapter 2 of the Municipal Code is hereby created to read as follows:

"DIVISION 6. HUMAN RESOURCES

Sec. 2-420. *Director of human resources and labor relations.*

- (a) The position of director of human resources and labor relations is hereby established for the city service.
- (b) *Appointment.* The director of human resources and labor relations shall be appointed by the common council based on the recommendation of the chief administrative officer and the mayor. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure. Effective for appointments made on and after August 1, 2013, the common council shall appoint based on the recommendation of the chief administrative officer and the mayor from a list of qualified candidates provided by the civil service commission.
- (c) *Duties and powers.*
  - (1) The director shall be responsible for labor contract negotiations, administration of the employee benefit and salary plans, and related work. The director shall make

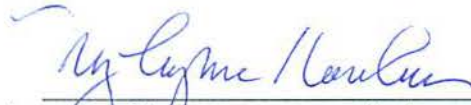
*Salvatore G. ... approve.*



recommendations regarding reorganization and personnel policies to the salaries and grievances committee.

- (2) The director shall be the official upon or with whom all personnel-related notices, requests for hearings, complaints, or other official documents shall be served or filed, except those complaints, notices or other official documents which are prescribed by law to be served upon other city officials.
- (3) The director shall have access to all necessary records and papers, the examination of which will aid in the disposition of said complaints and notices and in the discharge of the director's duties.
- (4) The director shall be responsible for such other policies, rules and regulations not inconsistent with this chapter and other personnel-related ordinances as the director deems necessary for its enforcement and administration.
- (5) The director shall be the administrative officer of the civil service system. The director shall render such additional services in connection with the civil service system or may be requested by the chief administrative officer and common council.
- (6) The director shall have charge of recruitment, applications for employment, and the examination of applicants for positions, and shall be the custodian of the personnel records."

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

II

R. O. No. \_\_\_\_\_ - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a claim from Elvera Monson for alleged injuries at the Sheboygan Quarry's building entrance when she tripped and fell.

*Susan Richards*  
\_\_\_\_\_  
City Clerk

*Finance*

III

John F. Kennedy

DATE RECEIVED OCT 15 2014

RECEIVED BY LSSchneider

CLAIM NO. 17-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 15 '14 AM 11:53

- 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: ELVIRA MONSON
- 2. Home address of Claimant: 3516 A S 12<sup>th</sup> ST #11
- 3. Home phone number: 920-452-0061
- 4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) Sept 27, 2014

6. Where did damage or injury occur? (give full description) Shebo Quarry  
Front Entrance

7. How did damage or injury occur? (give full description) Got off Bus,  
tripped and fell

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").

Facial Lacerations from Glasses - when I hit the concrete, Profuse Bleeding, and Bruised Face

11. Name and address of any other person injured: N/A

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

Auto: \$

Property: \$

Personal injury: \$ NO Bills Recieved Yet

Other: (Specify below) \$

Pending TOTAL = Glasses Repair, Ambulance, Hosp Charges. Damaged vehicle (if applicable) ~ N/A

Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals: Fire Dept, EMTs - Aurora Emergency Dept, Dr. Margaret M. Barron MD. - ON call that day - Carol Koning (Friend)

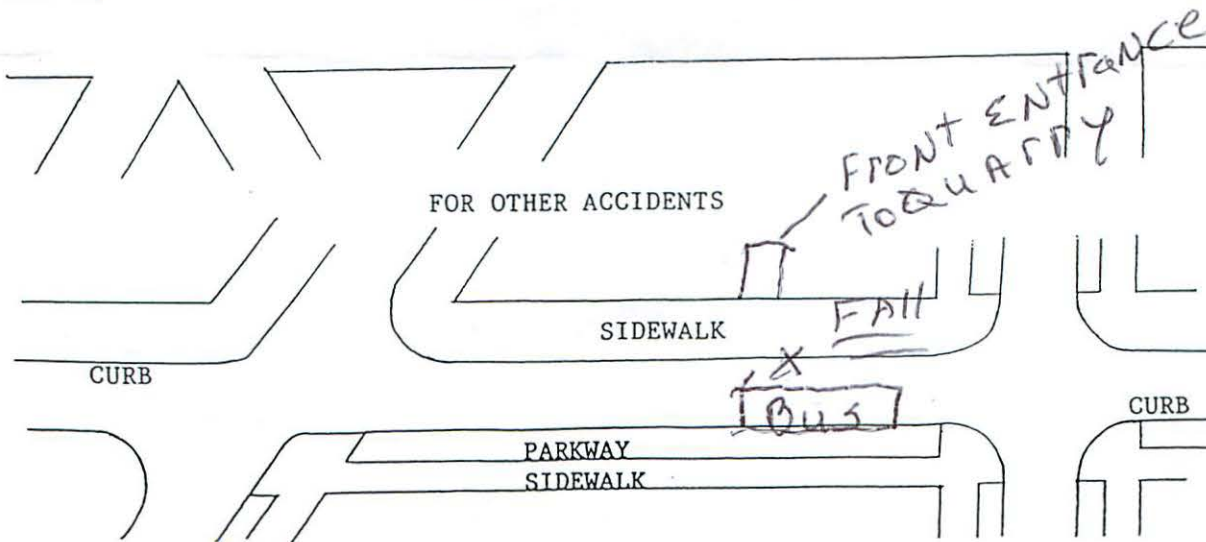
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: Elvera Monson

Date: 10-15-14

DATE RECEIVED 10-15-14

RECEIVED BY LS Schrodley

CLAIM NO. 17-14

CLAIM

OCT 15 '14 AM 11:53

Claimant's Name: Elvera MONSON Auto \$ \_\_\_\_\_

Claimant's Address: 3516A S. 12th St #11 Property \$ \_\_\_\_\_

Sheboygan WI 53081 Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 920-452-0061 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 \$ \_\_\_\_\_

SIGNED: Elvera Monson DATE: 10-15-14

ADDRESS: 3516A S. 12th St

II

R. O. No. \_\_\_\_\_ - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting Summons and Complaint in the matter of Matrix Financial Services Corporation v Bonnie Baumgardt et al.

*Finance*

*Susan Richards*

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City Clerk

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STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Matrix Financial Services Corporation  
c/o Flagstar Bank, FSB  
5151 Corporate Drive  
Troy, MI 48098

CIRCUIT COURT BRANCH #8  
JAMES BOLGERT  
615 N SIXTH STREET  
SHEBOYGAN WI 53081

SUMMONS

Plaintiff,

Case No. **14CV0644**

vs.

Case Code 30404

(Foreclosure of Mortgage)

The amount claimed exceeds \$10,000.00

Bonnie Baumgardt  
a/k/a Bonnie L. Baumgardt  
2101 N 13th St  
Sheboygan, WI 53081-2535

Ronald C. Baumgardt  
a/k/a Ronald C. Baumgardt Sr.  
2101 N 13th St  
Sheboygan, WI 53081-2535

Credit Acceptance Corporation  
c/o Corporation Service Company,  
Registered Agent  
8040 Excelsior Dr Ste 400  
Madison, WI 53717-2915

UnitedOne Credit Union  
1117 S 10th St  
Manitowoc, WI 54220-5211

City of Sheboygan  
Department of City Development  
807 Center Ave  
Sheboygan, WI 53081-4462

Defendants.

SHEBOYGAN COUNTY  
WISCONSIN  
14 SEP 30 AM 10:07  
CLERK CIRCUIT COURT  
FILED

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written

*Paul W. Seldin*  
10.6.14 3:45pm

answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), the court may grant judgment against you for the award of money or other legal action requested in the complaint, and 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 or seizure of property.

Dated this 25<sup>th</sup> day of September, 2014.

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

By: 

Patricia C. Lonzo  
State Bar No. 1045312  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
059863F01

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

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

Matrix Financial Services Corporation  
c/o Flagstar Bank, FSB  
5151 Corporate Drive  
Troy, MI 48098

Plaintiff,

vs.

Bonnie Baumgardt  
a/k/a Bonnie L. Baumgardt  
2101 N 13th St  
Sheboygan, WI 53081-2535

Ronald C. Baumgardt  
a/k/a Ronald C. Baumgardt Sr.  
2101 N 13th St  
Sheboygan, WI 53081-2535

Credit Acceptance Corporation  
c/o Corporation Service Company,  
Registered Agent  
8040 Excelsior Dr Ste 400  
Madison, WI 53717-2915

UnitedOne Credit Union  
1117 S 10th St  
Manitowoc, WI 54220-5211

City of Sheboygan  
Department of City Development  
807 Center Ave  
Sheboygan, WI 53081-4462

Defendants.

COMPLAINT

Case No. **14CV0644**

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

SHEBOYGAN COUNTY  
WISCONSIN  
14 SEP 30 AM 10:07  
CLERK CIRCUIT COURT  
FILED

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

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.
2. The mortgaged real estate is owned of record by Bonnie Baumgardt a/k/a Bonnie L. Baumgardt and Ronald C. Baumgardt a/k/a Ronald C. Baumgardt Sr.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$71,006.44 together with interest from the 1st day of March, 2014.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

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

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under section 846.101 with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

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

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That City of Sheboygan Department of City Development has or may claim to have an interest in the mortgaged premises by virtue of a mortgage to, Ronald C. and Bonnie L. Baumgardt and Irene A. Dean in the amount of \$9,060.00, dated December 16, 1998 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on February 22, 1999 as Document No. 1535403, but said interest, if any, is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101 of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.
  2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.
  3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.
  4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.
  5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and
- That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 25<sup>th</sup> day of September, 2014.

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

By: 

Patricia C. Lonzo  
State Bar No. 1045312  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987

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

**NOTE**

Wisconsin

**JULY 29, 2008**  
[Date]

**SHEBOYGAN,**  
[City]

**WISCONSIN**  
[State]

**2101 N 13TH ST, SHEBOYGAN, WI 53081-2535**  
[Property Address]

**1. PARTIES**

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means **FLAGSTAR BANK, PSB, A FEDERALLY CHARTERED SAVINGS BANK**

and its successors and assigns.

**2. BORROWER'S PROMISE TO PAY; INTEREST**

In return for a loan received from Lender, Borrower promises to pay the principal sum of \*\*\*\*\***SEVENTY SIX THOUSAND ONE HUNDRED TWENTY FIVE AND NO/100**\*\*\*\*\* Dollars (U.S. **\$76,125.00** ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **SEVEN** percent ( **7.000%** ) per year until the full amount of principal has been paid.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

**3. PROMISE TO PAY SECURED**

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

**4. MANNER OF PAYMENT**

**(A) Time**

Borrower shall make a payment of principal and interest to Lender on the **1ST** day of each month beginning on **SEPTEMBER 1, 2008**. Any principal and interest remaining on the **1ST** day of **AUGUST, 2038** will be due on that date, which is called the "Maturity Date."

**(B) Place**

Payment shall be made at  
**5151 CORPORATE DR**  
**TROY, MI 48098-2639**

or at such place as Lender may designate in writing by notice to Borrower.

**(C) Amount**

Each monthly payment of principal and interest will be in the amount of U.S. **\$506.46**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

**(D) Allonge to this Note for payment adjustments**

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note.

[Check applicable box]  Graduated Payment Allonge  Growing Equity Allonge  
 Other [specify]

**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**6. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent ( **4.000%** ) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment

in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Bonnie L. Baumgardt (Seal)  
BONNIE L. BAUMGARDT

Ronald C. Baumgardt Jr (Seal)  
RONALD C BAUMGARDT JR

PAY TO THE ORDER OF  
WITHOUT RECOURSE  
FLAGSTAR BANK, FSB

BY: [Signature]  
JEAN H. [REDACTED], SENIOR VICE PRESIDENT

BY: [Signature]  
JOHN S. [REDACTED], SENIOR VICE PRESIDENT

MORTGAGE

Document Number

Document Title

1858477

SHEBOYGAN COUNTY, WI  
RECORDED ON  
08/07/2008 11:23AM

ELLEN R. SCHLEICHER  
REGISTER OF DEEDS

RECORDING FEE: 23.09  
TRANSFER FEE:  
EXEMPTION #

STAFF ID 4  
TRANS # 118964  
# OF PAGES: 7

Recording Area

Name and Return Address

OLD REPUBLIC TITLE CO  
POST-CLOSING EAV  
320 SPRINGSIDE DR., STE 320  
AKRON, OH 44333

59281710680

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). WRDA HB Rev. 1/8/2004

State of Wisconsin

MORTGAGE

DOCUMENT NUMBER: [REDACTED]  
FLAGSTAR BANK  
5151 CORPORATE DRIVE  
TROY, MI 48098  
FINAL DOCUMENTS, MAIL STOP [REDACTED]

PARCEL IDENTIFIER NUMBER: 59281710680 AND

This instrument was prepared by:  
VERA BEBAWI

V1 WBCD LOAN [REDACTED]

[Space Above This Line For Recording Data]

FHA Case No. [REDACTED]  
MIN [REDACTED]

THIS MORTGAGE ("Security Instrument") is given on JULY 29, 2008. The Mortgagor is RONALD C. BAUMGARDT AND BONNIE L. BAUMGARDT, HUSBAND AND WIFE, AN UNDIVIDED ONE-HALF INTEREST AS SURVIVORSHIP MARITAL PROPERTY AND IRENE A. DEAN, AN UNDIVIDED ONE-HALF INTEREST AS JOINT TENANTS

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS. FLAGSTAR BANK, FSB, A FEDERALLY CHARTERED SAVINGS BANK

existing under the laws of UNITED STATES OF AMERICA, ("Lender") is organized and and has an address of 5151 CORPORATE DR, TROY, MI 48098-2639.

Borrower owes Lender the principal sum of \*\*\*\*\*SEVENTY SIX THOUSAND ONE HUNDRED TWENTY FIVE AND NO/100\*\*\*\*\* Dollars (U.S. \$76,125.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2038. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:  
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF  
APN #: 59281710680

which has the address of 2101 N 13TH ST, SHEBOYGAN [Street, City],  
Wisconsin 53081-2535 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to

Initials: RCB JR  
[REDACTED]  
[REDACTED]  
I.H.A.

exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited

to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. **Accelerated Redemption Periods.** If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

21. **Attorneys' Fees.** If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Condominium Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Bonnie L. Baumgardt (Seal)  
BOENNIE L. BAUMGARDT

Ronald C Baumgardt Sr. (Seal)  
RONALD C BAUMGARDT SR

Irene A. Deah (Seal)  
IRENE A. DEAH

State of WISCONSIN  
County of: SHEBOYGAN

This instrument was acknowledged before me on July 29, 2008 (date) by  
BOENNIE L. BAUMGARDT AND RONALD C BAUMGARDT SR AND IRENE A. DEAH (name(s) of person(s)).

[Signature]  
(Signature of Notarial Officer)

Title (and Rank): Notary Public

My Commission Expires: Commission Expires 07/08/2012

Mark S. Erdmann  
Notary Public  
State of Wisconsin

**EXHIBIT "A"**

SITUATE IN THE COUNTY OF SHEBOYGAN, STATE OF WISCONSIN:

LOT ONE (1), KROOS AND HEERMANN'S SUBDIVISION IN THE CITY OF SHEBOYGAN  
ACCORDING TO THE RECORDED PLAT THEREOF.

TAX ID NUMBER: 59281710680

BEING THE SAME PROPERTY CONVEYED TO RONALD C. BAUMGARDT AND BONNIE L.  
BAUMGARDT, HUSBAND AND WIFE, AN UNDIVIDED ONE-HALF INTEREST AS  
SURVIVORSHIP MARITAL PROPERTY AND IRENE A. DEAN, AN UNDIVIDED ONE-HALF  
INTEREST AS JOINT TENANTS BY DEED FROM LINDA LEE GRAVES, RICHARD LEE  
CLAERBOUT, BONNIE LEE RAUWERDINK, PATTI LEE CLAERBOUT, MICHELLE DEMLER,  
MITCHELL LAMMERS AND BERNICE D. CLAERBOUT, PERSONAL REPRESENTATIVE OF  
THE ESTATE OF ROGER L. CLAERBOUT, DECEASED RECORDED 08/17/1998 IN DEED  
BOOK 1598 PAGE 695, IN THE REGISTER'S OFFICE OF SHEBOYGAN COUNTY,  
WISCONSIN.

NOTE: FOR STREET NUMBERING PURPOSES KNOWN AS: 2101 NORTH 13TH STREET,  
SHEBOYGAN, WISCONSIN

**EXHIBIT B**

- m. A Mortgage from Ronald C. Baumgardt and Bonnie L. Baumgardt, husband and wife, an undivided one-half interest as survivorship marital property and Irene A. Dean, an undivided one-half interest as joint tenants to Mortgage Electronic Registration Systems, Inc., "MERS" acting solely as a nominee for Flagstar Bank, FSB in the original amount of \$76,125.00.  
Dated: July 29, 2008                      Recorded: August 7, 2008  
Document No: 1858477
- n. Termination of Decedent's Interest  
Irene A. Dean, Deceased  
Date of Death: June 15, 2013  
Remainderman: Bonnie L. Baumgardt  
Dated: July 10, 2013                      Recorded: July 10, 2013  
Document No: 1972029                      (Copy attached)
- o. Judgment Case: 12SC3212  
Docketed: January 22, 2013  
Debtor: Ronald Baumgardt AND Irene Dean  
Creditor: Credit Acceptance Corporation, 25505 West 12 Mile Road, Southfield, MI48034  
Amount: \$7,916.49  
Attorney: John Diercks Schroeder
- p. Judgment Case: 13SC2913  
Docketed: November 7, 2013  
Debtor: Ronald Baumgardt Jr.  
Creditor: UnitedOne Credit Union, 1117 S. 10<sup>th</sup> Street, Manitowoc, WI 54220  
Amount: \$479.86

**LIEN REPORT**

**II**

R. O. No.           - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a Claim for Injuries in the matter of the Kathleen Nickel for alleged injuries when she fell on an uneven sidewalk (Claim #9-13).

*Inance*

*Susan Richards*  
\_\_\_\_\_  
City Clerk

III

christmas

*Claim #9-13*  
*LS Schneider*  
SEP 17 '14 PM 3:42

**CLAIM FOR INJURIES**

**TO: CITY OF SHEBOYGAN**  
**c/o Sharon Richards, City Clerk**  
**828 Center Avenue**  
**Sheboygan, WI 53081**

**CITY OF SHEBOYGAN**  
**DEPARTMENT OF ENGINEERING**  
**c/o Ryan Sazama, P.E., AIA, City Engineer**  
**2026 New Jersey Avenue**  
**Sheboygan, WI 53081**

**PLEASE TAKE NOTICE** that Kathleen Nickel, who resides at 808 South 16th Street, Sheboygan, Wisconsin, 53081, by her attorneys, HABUSH HABUSH & ROTTIER S.C.<sup>®</sup>, does hereby make claim against you for damages arising out of the personal injuries sustained by Kathleen Nickel on June 8, 2013, as the result of falling on a poorly maintained, cracked, uneven and broken sidewalk located at or near the corner of South 15th Street and Illinois Street, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

These injuries and damages were sustained by reason of the negligence of the City of Sheboygan and the City of Sheboygan Department of Engineering, by their employees, agents and representatives.

As a result of the negligence on the part of the City of Sheboygan and City of Sheboygan Department of Engineering, by their employees, agents and representatives, Kathleen Nickel sustained permanent injuries and damages, including pain, suffering, and loss of enjoyment of life, medical expenses, and other compensable injuries.

By reason of the negligence on the part of the City of Sheboygan and the City of Sheboygan Department of Engineering, by their employees, agents and representatives, Kathleen Nickel, demands damages from you in the amount of \$8,000.00.





# Habush Habush & Rottier s.c.<sup>®</sup>

ATTORNEYS AT LAW

1011 South 8th Street  
Sheboygan, Wisconsin 53081  
920/459-8000 • Fax 920/452-3080  
www.habush.com

**SHEBOYGAN**

- Laurence J. Fehring
- Christine D. Esser

**APPLETON**

- 920/738-0900
- Craig A. Christensen

Joseph M. Troy

Jacob R. Reis

**GREEN BAY**

- 920/437-0900
- Ralph J. Tease, Jr.

• Edward J. Vopal

Byron B. Conway

**MILWAUKEE**

- 414/271-0900

Jesse J. Habush (1930-1983)

• Robert L. Habush

• Mark S. Young

• Laurence J. Fehring

Colleen B. Beaman

• Timothy S. Trecek

Jodi L. Habush (*of Counsel*)

• Robert L. Jaskulski

• Benjamin S. Wagner

Catherine T. Tully

**WAUKESHA**

- 262/523-4700

• Laurence J. Fehring

• James M. Fergal

Molly C. Lavin

• Douglas E. Swanson

Jesse B. Blocher

**MADISON**

- 608/255-6663

• Daniel A. Rottier

• James R. Jansen

Rhonda L. Lanford

Christopher E. Rogers

Jason Knutson

Eric J. Ryberg

**RACINE**

**KENOSHA**

**LAKE GENEVA**

- Racine: 262/554-6200

Kenosha: 262/652-4900

Lake Geneva: 262/248-5200

• Steven T. Botzau

• Kristin M. Cafferty

• Christopher A. Duesing

**RHINELANDER**

**STEVENS POINT**

**WAUSAU**

- Rhineland: 715/365-1900

Stevens Point: 715/345-0004

Wausau: 715/842-4444

• D. James Weis

• Brenda K. Sunby

• Theresa B. Laughlin

Peter M. Young

**WEST BEND**

- 262/338-3540

• Timothy S. Trecek

• Robert L. Jaskulski

September 3, 2014

Charles Adams, Esq.  
City of Sheboygan  
828 Center Avenue, Suite 304  
Sheboygan, WI 53081-4497

**RE: Our Client: Kathleen A. Nickel**  
**Date of Accident: 6/8/2013**

Dear Mr. Adams:

Enclosed please find the following records and bills pertaining to the claim of our client, Kathleen A. Nickel:

<u>DESCRIPTION</u>	<u>CHARGES</u>
1. Photographs of Sidewalk	
2. Photographs of Injury	
3. Sidewalk Program Printout	
4. Google Earth Street View Photo	
5. St. Nicholas Hospital Records and bills dated 6/8-9/13	\$2,710.65
IHC Emergency Physicians bill	\$1,223.00
Green Bay Radiology bill	\$106.00
6. Marsho Family Medical Group Bill dated 6/17/13	<u>\$149.00</u>
<b>TOTAL:</b>	<b>\$4,188.65</b>

On June 8, 2013, Kathleen was walking her dog on Illinois Avenue when she tripped and fell due to the uneven sidewalk. She had not walked that route with her dog prior to that day. As you can see from the photographs in Tab 1, the sidewalk is cracked, raised and sunken. Kathleen went to the emergency room, where a laceration to her face was closed with five stitches. Her pain worsened overnight and she went to the emergency room the following day, where x-rays confirmed she had a broken nose. She also sustained abrasions to her knee and hand. Photographs of her injury are attached at Tab 2.

Our Client: Kathleen Nickel  
September 3, 2014

According to the information provided on the City of Sheboygan's website [Tab 4], the City Sidewalk Replacement Program maintains the city's sidewalks in a safe condition. It is clear from the photographs at Tab 1 that the sidewalk is in desperate need of repair and is not safe.

On September 5, 2013, the Notice of Circumstances of Claim was served upon the city giving notice that Ms. Nickel sustained personal injuries due to "falling on a poorly maintained, cracked, uneven and broken sidewalk located at or near the corner of South 15th and Illinois Streets, in the City of Sheboygan, County of Sheboygan, State of Wisconsin." We believe that City of Sheboygan employees inspected this area prior to June 8, 2013 and issued numerous citations to residents of this neighborhood but failed to mark the sidewalk with bright paint to indicate dangerous conditions and the need for repairs.

The information on the City's website further explains that "often times a certain hazardous area has been reported to our office, due to a trip or fall resulting in an injury". An attached photo from Google Earth street view [Tab 4] was taken in October of 2013. Missing from the photo are pink paint lines marking the hazardous area of sidewalk. As of the date of this letter, the sidewalk has still not been repaired despite notice that it is a hazardous area.

Kathleen Nickel would like to resolve her claim at this time. Please contact me after you have had a chance to review the enclosed materials so that we can move towards a prompt resolution of this claim.

Thank you for your attention to this matter. I look forward to hearing from you.

Very truly yours,

**HABUSH HABUSH & ROTTIER S.C.®**



Christine D. Esser

CDE/mld  
Enclosures

II

R. O. No. \_\_\_\_\_ - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a communication from Travis Mojeck requesting a waiver from the Sex Offender Residency restrictions in order to live at 918B Michigan Ave.

pp+5

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

II

1000000000

OCT 6 '14 PM 4:07

Date 10-6-14

My name is Travis Mojeck

I am requesting a waiver to the Sexual Residency Requirements so I may live at 918 B

Michigan Ave  
Landlord Robert 920-331-0831

Signature Travis J Mojeck

Phone No 920-287-6103

Info:

Received on Oct 6th  
Sending to Council on Oct 20th  
Refer to law + licensing on Oct 28th  
Back to Council on Nov 3rd.

*J. Richards*

II

R. O. No. \_\_\_\_\_ - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a communication from Daniel Wagner requesting a waiver from the Sex Offender Residency restrictions in order to live at 1614A Division Ave.

PP+B

*Susan Richards*

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

III

James H. ...

Date 10-15-14

OCT 16 '14 PM 4:29

My name is Daniel Wagner

I am requesting a waiver to the Sexual Residency Requirements so I may live at 1614 A

Division Ave Sheboygan WI

Signature Daniel J Wagner

Phone No 920-912-3837

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

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

Thanks for all your cooperation in this matter.....

II

R. O. No. \_\_\_\_\_ - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a communication from Benjamin F. Heyman requesting a waiver from the Sex Offender Residency restrictions in order to live at 2521 S. 8<sup>th</sup> St.

pp. 5.

*Susan Richards*

---

City Clerk

III

From the book

OCT 16 '14 PM 12:02

Date 10-16-14

My name is Benjamin F. Heyman

I am requesting a waiver to the Sexual Residency Requirements so I may live at 2521 S. 8th  
Sheboygan, WI

Signature 

Phone No 920-917-4530

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

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

Thanks for all your cooperation in this matter.....

III

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

A RESOLUTION authorizing the emergency repair and reconstruction of the sanitary sewer main on S. 10<sup>th</sup> St. between Ashland Ave. and Mead Ave.

WHEREAS, the sanitary sewer main is found to be cracked and damaged in multiple locations being in a condition that is allowing infiltration of ground water along the length of the main.

WHEREAS, this condition has caused the street pavements to be undermined, sinking, and pipe collapsing with the potential of causing sewer backups into residential properties.

WHEREAS, the extensive nature of the conditions, limited time for repair, and limited availability of qualified sewer and road contractors call for immediate action.

WHEREAS, the provision of Sec. 62.15 Wisconsin Statutes authorizing repair and reconstruction of public facilities when damage or threatened damages therefore creates an emergency without letting the contract to the responsible bidder.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council finds that the extensive nature of the damaged sanitary sewer main creates an emergency endangering the public welfare of the City.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Vinton Construction Company of Manitowoc for the repair and reconstruction of the sanitary sewer main as a result of the damaged pipe in the amount of \$64,788.10.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized to draw on the Sanitary Sewer Fund Account # 60143110 - 521900.

*req suspend*

\_\_\_\_\_   
 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



VINTON CONSTRUCTION COMPANY...Road Contractors  
 An Equal Opportunity Employer  
 P.O. Box 1987  
 2705 N. Rapids Road  
 Manitowoc, Wisconsin 54221-1987  
 Office 920-682-0375  
 Fax 920-682-2838

TO: City of Sheboygan DPW  
 Attn: Joel Kolste-- Superintendent of Streets  
 Ph 920-459-3447  
 Cell 920-207-6111

10/9/2014

Attn: Ryan Sazama-- City Engineer  
 Ph 920-459-3485  
 Cell 920-946-1882

City of Sheboygan DPW  
 S 10 th Street South of Ashland Ave

Per request we provide the following quote to Relay the existing Sanitary Sewer as follows:

526.00	LF	Remove Concrete Pavement as Required, Remove and Relay the existing 10" Sanitary Sewer with granular backfill, with the top 17" to be be Crushed aggregate base course, flush to top of existing pavement	\$89.35	\$46,998.10
18.00	VF	Remove and Replace existing Sanitary sewer Manholes	\$375.00	\$6,750.00
23.00	EA	Reconnect existing sanitary laterals	\$480.00	\$11,040.00
			<b>Total</b>	<b>\$64,788.10</b>

OR

526.00	LF	Remove Concrete Pavement as Required, Remove 10" and Relay with new 8" Sanitary Sewer with granular backfill, with the top 17" to be be Crushed aggregate base course, flush to top of existing pavement	\$87.95	\$46,261.70
18.00	VF	Remove and Replace existing Sanitary sewer Manholes	\$375.00	\$6,750.00
23.00	EA	Reconnect existing sanitary laterals	\$444.00	\$10,212.00
			<b>Total</b>	<b>\$63,223.70</b>

**Conditions**

- City to Provide Traffic Control
- City to sawcut all pavements
- City to do all Pavement Repairs
- City to Provide New Manhole Castings if required

Vinton Construction Co.

Ron Raboine

Cell Phone (920) -374-0243

III

Res. No.        - 14 - 15. By Alderpersons Donohue, Dassler, Bohren, Hammond and VanderWeele. October 20, 2014.

A RESOLUTION authorizing represented employees of IAFF Local 483 and ATU Local 998 the opportunity to participate in the City's Qualified High Deductible Health Plan in 2015.

WHEREAS, language in the current collective bargaining agreements between the City and International Association of Firefighters ("IAFF") Local 483 and Amalgamated Transit ("ATU") Local 998 allows employees of the bargaining units to remain on the City's 2014 medical benefit plan design, with an identified premium contribution of 12% of the monthly premium with participation in a health risk assessment ("HRA") or 15% without participation in the HRA, in calendar year 2015; and

WHEREAS, the City will be offering the option of a Qualified High Deductible Health Plan to non-represented employees for calendar year 2015.

NOW, THEREFORE, BE IT RESOLVED: That the City agrees to offer the same Qualified High Deductible Health Plan option available to non-represented City employees for calendar year 2015 to represented employees of IAFF Local 483 and ATU Local 998 contingent upon entering into a memorandum of understanding ("MOU") by November 7, 2014 with the respective bargaining units agreeing to offer bargaining unit members whose collective bargaining agreement expires at the end of calendar year 2015 the opportunity to elect

reg  
suspend

III

the same \$1,500/\$3,000 Qualified High Deductible Health Plan with the same premium equivalent rates that the non-represented employees are offered, as well as the opportunity to participate in a Health Savings Account ("HSA") for 2015 with the City funding, for 2015, 50% of the high deductible costs (i.e. \$750 for single coverage or \$1,500 for family coverage).

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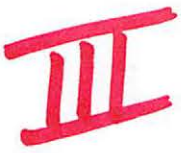
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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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



Res. No.            - 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. Wisc.*

\_\_\_\_\_

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](http://www.dot.wisconsin.gov)

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

E-mail: [greenbay.dtsd@dot.wi.gov](mailto:greenbay.dtsd@dot.wi.gov)

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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](mailto:sandra.carpenter@dot.wi.gov).

Sincerely,

A handwritten signature in cursive script that reads "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.

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

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 financed entirely by the Municipality or other utility or facility owner includes the items listed below.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

- f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards.
  - 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 be 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.

**III**

Res. No. \_\_\_\_\_ - 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. 15<sup>th</sup> 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. 15<sup>th</sup> 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.*

\_\_\_\_\_

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



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](http://www.dot.wisconsin.gov)

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

E-mail: [greenbay.dtsd@dot.wi.gov](mailto:greenbay.dtsd@dot.wi.gov)

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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](mailto:sandra.carpenter@dot.wi.gov).

Sincerely,

A handwritten signature in cursive script that reads "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	%
<b>ID 4996-01-78</b>							
Design	\$356,839	\$219,456	62%			\$137,383	39%
State Review	\$89,203	\$54,860	62%			\$34,343	39%
<b>ID 4996-01-80 Railroad</b>							
Crossing Surface	\$101,000	\$8,080	8%	\$90,900	90%	\$2,020	2%
<b>ID 4996-01-81 Railroad</b>							
Signals	\$252,500	\$202,000	80%			\$50,500	20%
<b>ID 4996-01-79</b>							
Participating Construction	\$2,632,035	\$1,618,702	62%			\$1,013,333	39%
Non-Participating Construction	\$0		0%			\$0	100%
State Review	\$327,079	\$201,154	62%			\$125,925	39%
<b>Total Est. Cost Distribution</b>	<b>\$3,758,656</b>	<b>\$2,304,251</b>	<b>N/A</b>			<b>\$1,363,505</b>	<b>N/A</b>

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: <b>City of Sheboygan</b> (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 financed entirely by the Municipality or other utility or facility owner includes the items listed below.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. 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 be 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]

**III**

Res. No. \_\_\_\_\_ - 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. 29<sup>th</sup> 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. 29<sup>th</sup> 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.*

\_\_\_\_\_

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



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](http://www.dot.wisconsin.gov)

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

E-mail: [greenbay.dtsd@dot.wi.gov](mailto:greenbay.dtsd@dot.wi.gov)

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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](mailto:sandra.carpenter@dot.wi.gov).

Sincerely,

A handwritten signature in cursive script that reads "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.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
<b>ID 4996-01-72</b>					
Design	\$106,605	\$65,562	62%	\$41,043	39%
State Review	\$35,533	\$21,853	62%	\$13,680	39%
<b>ID 4996-01-73</b>					
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%
<b>Total Est. Cost Distribution</b>	<b>\$1,137,106</b>	<b>\$699,320</b>	<b>N/A</b>	<b>\$437,786</b>	<b>N/A</b>

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 administering 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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- 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.
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- 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.
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- 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.

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- 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.
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- 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]

**VI**

R. C. No. \_\_\_\_\_ - 14 - 15. By LAW AND LICENSING. October 20, 2014.

Your Committee to whom was referred 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 Beverage Operator's License #0546 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator and his failure to cooperate with the Committee.

*reg.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee.

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

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

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

IV

II

Other Matters

9.2

R. O. No. 119 - 14 - 15. By CITY CLERK. Sept. 2, 2014.

Submitting various license applications for the period ending June 30, 2015 and June 30, 2016.

*Law & Lic.*  
 9/15/14 - grant all lic. except hold Goetsch, Kailing, Orr-Sanchez, Romanoski, Vogel  
 10/6/14 - grant Kailing, deny Romanoski & Orr-Sanchez, hold Goetsch, Vogel  
 10/20/14 - deny Goetsch, Vogel, Orr-Sanchez, grant Kailing

Susan Richards  
 City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2376	Swovy's	1645 S. 12 <sup>th</sup> St. - two-day event to be Held 10/3/14 to 10/4/14 to include current premise, parking lot at 1151 Broadway and the street from 12 <sup>th</sup> street to Spruce Ave. (Applied for Street Festival Permit).

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3087	Santanas Place	1019 Erie Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0533	Bawadi, Ghada M.	1012 Falls Park Dr., Sheb. Falls
0544	Derse, James A.	5353 Meggers Rd.
0548	Detrick, April M.	1432 Erie Ave.
0534	Fang, Sheng	1501 S. 7 <sup>th</sup> St.
0543	Gehrke, Emily A.	1109A Aspen Ct., Kohler
0546	Goetsch, Kenneth J.	2201 N. 15 <sup>th</sup> St.
5826	Kailing, Lyndsey J.	1808 S. 17 <sup>th</sup> St.
9586	Krause, Aleah F.	2931 N. 26 <sup>th</sup> St.
5443	Leichtnam, Tammy A.	24 Ashwood Dr.
0550	Moe, Kevin A.	2611 S. 10 <sup>th</sup> St.
7647	Orr-Sanchez, Aimee N.	1105 S. 10 <sup>th</sup> St.
5878	Paepke, Williard W.	1823 N. 9 <sup>th</sup> St.
0545	Romanoski, Jared P.	1414 N. 17 <sup>th</sup> St.
0147	Rosenberg, Melissa A.	1410 MacAruthur Ave., #7

0.9

III

Handwritten text, possibly a signature or name, located in the upper middle section of the page.

0542 Samsin, Harminio P.	919 Wilson Ave.
0540 Sangthumchai, Godchamon	2537 N. 11 <sup>th</sup> St.
8896 Segovia, Andrew A.	914 St. James Ct.
6693 Sprecher, Kara D.	3715 Larkspur Ln.
0549 Sutrick, Daniel R.	428 Pennsylvania Ave.
7044 Thompson, Henry V.	1619 S. 12 <sup>th</sup> St.
0541 Vogel, Casey A.	3602 Granite Rd.
0539 Williams, Miranda L.	1325 S. 11 <sup>th</sup> St.
0535 Wojta, Christopher M.	932 Ontario Ave.

TAXICAB DRIVER LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0536	Hendrikse, Randall D.	3746 N. 14 <sup>th</sup> St.
0538	Radtko, Michael Fritz-Rae	1010 Pershing Ave.

VII

R. C. No. \_\_\_\_\_ - 14 - 15. By LAW AND LICENSING. October 20, 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 Beverage Operator's License #0541 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator.

reg.

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

Committee

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

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

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

IV

VIII

R. C. No. \_\_\_\_\_ - 14 - 15. By PUBLIC WORKS. October 20, 2014.

Your Committee to whom was referred the following:

1. R. O. No. 144-14-15 by the Purchasing Agent submitting a report relating to a five year contract for the transfer and tipping of Municipal Solid Waste and Recyclable materials for the City; and
2. Res. No. 75-14-15 by Alderperson Hammond authorizing entering into a five year contract for the Transfer of Residential Solid Waste and Recyclable materials;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

reg.

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

Committee

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

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

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

IIIIV

III

5.1

Res. No. 75 - 14 - 15. By Alderperson Hammond October 6, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into a five year contract for the Transfer of Residential Solid Waste and Recyclable materials .

WHEREAS: The Department of Public Works is responsible for curbside collection of municipal solid waste and recyclable materials and has traditionally disposed of same in a lawful manner under contract with a private hauler and;

WHEREAS: The Public Works Committee authorized issuance of a request for bids for these services as the current contract will expire at the end of December 2014 and;

WHEREAS: The City has received two bids from haulers having a local presence and has determined that the low bid provided by Waste Management Inc. meets or exceeds all of the specifications and will result in a considerable estimated annual savings to the City of Sheboygan over the five year contract period beginning January 1, 2015 and;

WHEREAS: the funding for this service is included in the Annual Budget of the Dept. of Public Works;

RESOLVED: That the Purchasing Agent is hereby authorized to enter into a five year contract with Waste Management Inc. for the transfer, tipping and disposal of Municipal Solid Waste and Recyclable materials including all Federal and State fees at an estimated annual cost for 2015 of \$ 598,281.60 based upon current volumes.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the DPW Sanitation Department-Garbage Account Number 10134001-531115 in payment of same.

*Pub Works Approve*



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

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

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

10

4/5



II

4.6

R. O. No. 144- 14 - 15. By PURCHASING AGENT. October 6, 2014.

Submitting a report relative to a five year contract for the transfer and tipping of Municipal Solid Waste and Recyclable materials for the City of Sheboygan.

	<b>Estimated Annual Quantity</b>	<b>Waste Management WI</b>	<b>Advanced Disposal Inc.</b>
<b>Solid Waste/Ton</b>	12,242	\$ 33.05	\$ 31.11
<b>Single Stream Recycling-Tons</b>	3,350	\$ 0.00	\$ 20.00
<b>Street Sweepings-Tons</b>	750	\$ 33.05	\$ 31.11
<b>Fed and State Fees-Tons</b>	12,992	\$ 13.00	\$ 13.00
<b>Annual Totals</b>	<i>Estimated</i>	\$ 598,281.60	\$ 640,077.12

In addition, Advanced Disposal Inc. proposed to add an indexed fuel surcharge over the term of the contract tied to the average price of fuel to each invoice. The Waste Management WI proposal does not include a fuel surcharge, resulting in additional savings to the City of Sheboygan in addition to those above.

As per the Request For Proposals, both contracts will be adjusted annually indexed to the Consumer Price Index.

*Pub. Wks.  
As File  
not content.*

Respectfully submitted,

Bernard Rammer

2.4

III

44

## Richards, Susan

---

**From:** Biebel, David  
**Sent:** Monday, October 20, 2014 11:04 AM  
**To:** Richards, Susan  
**Subject:** FW: Solid Waste and Recycling Disposal

Sue Please put this on board docs as well with the solid waste contract resolution. Thanks David Biebel

**From:** Jim H. Smith [<mailto:Jim.Smith@advanceddisposal.com>]  
**Sent:** Friday, October 10, 2014 9:51 AM  
**To:** Alderperson Joseph Heidemann; Alderperson Jim Bohren; Alderperson John Belanger; Alderperson Bill Thiel; Alderperson David Van Akkeren  
**Cc:** Rammer, Bernard; Biebel, David  
**Subject:** Solid Waste and Recycling Disposal

Thank you for the opportunity to participate in the bidding process for the RFP for Residential Refuse & Recyclable Material Transfer and Tipping Services. I believe that our proposal is comprehensive and is the better alternative for the City of Sheboygan. The following will outline the reasons that I believe our proposal is the best choice for the City:

- Advanced Disposal maintains a local presence
  - Local management resides in the City of Sheboygan
    - You have the ability to contact local management with any additional needs or requests and your concerns will be addressed immediately
    - Advanced Disposal is managed in a decentralized organization and local decisions are made locally.
  - Advanced Disposal employs 45 local residents
    - The employees live and shop in Sheboygan everyday
    - Our employees support the local economy
    - Our employees support local organizations and charities
  - Local dispatch
    - Provided locally in Sheboygan, not from 100+ miles away
  - Community sponsorship
    - Proud supporter of many local organizations and events
- Proven track record
  - Exemplary service provided to the City over the past 5 years
- The Sheboygan Area Transfer Station is much closer to your operating area
  - Additional operating expenses will be incurred by the City to deliver the refuse and recyclables outside the City of Sheboygan to Sheboygan Falls
    - Approximately 15 miles further for delivery and return, as opposed to our Transfer Station on Paine Avenue
    - Estimated additional delivery time of 20 minutes per load
    - Please see the calculation below illustrating the estimated additional annual expense to the City to deliver refuse and recyclables to the Transfer Station in Sheboygan Falls ( not including the street sweeper disposal volume)

### **Additional Operating Expense Estimate**

Est Time/Load	20	Minutes
Loads/Day	<u>2</u>	

Minutes/Day 40  
 Days/Year 260  
 Routes/Day 5  
 Minutes/Year 52,000

Add'l Hrs/Year 866.7  
 Operating \$/Hour \$ 100  
 Total Add'l Exp \$ 86,667

Based on \$3.90/gallon Diesel Fuel

	<u>Estimated</u>				<u>Total</u>		
	<u>Annual</u>	<u>WM of WI</u>	<u>Fuel</u>	<u>Tipping Fee</u>	<u>Advanced</u>	<u>Fuel</u>	<u>Advanced</u>
	<u>Quantity</u>		<u>Surcharge</u>	<u>WM of WI</u>	<u>Disposal</u>	<u>Surcharge</u>	<u>Disposal</u>
Solid Waste/Ton	12,242	\$ 33.05	0%	\$ 404,598	\$ 31.11	0%	\$ 380,849
Single Stream Recycling/Ton	3,350	\$ -	0%	\$ -	\$ 20.00	0%	\$ 67,000
Street Sweepings/Ton	750	\$ 33.05	0%	\$ 24,788	\$ 31.11	0%	\$ 23,333
Fed and State Fees/Ton	12,992	\$ 13.00	0%	\$ 168,896	\$ 13.00	0%	\$ 168,896
<b>Estimated</b>				<b>\$ 598,282</b>			<b>\$ 640,077</b>
<b>Additional Operating Expense/Year</b>				<b>\$ 86,667</b>			<b>\$ 640,077</b>
				<b>\$ 684,948</b>			<b>\$ 640,077</b>

Estimated Cost Savings Awarding the Contract to Advanced Disposal

\$ 44,871

**Savings to the City will increase as fuel prices continue to decline**

I would truly appreciate the opportunity to discuss my approach to this calculation and answer any questions you may have. Please let me know your availability and I will most definitely clear my schedule to discuss this with you. I can be available anytime between now and the DPW meeting that I plan to attend on Tuesday October 14<sup>th</sup>.

Thank you for your consideration and continued support. Below is my contact information. Mobile phone or email is the best methods to contact me.

*Jim Smith* | General Manager



2905 Paine Avenue | Sheboygan | WI 53081  
 O: 920.694.3523 | M: 303.419.0461 | E: [Jim.Smith@advanceddisposal.com](mailto:Jim.Smith@advanceddisposal.com)  
 Connect with us: [AdvancedDisposal.com](http://AdvancedDisposal.com) [Facebook](#) [Youtube](#)

**Service First. Safety Always!**



October 13, 2014

Members of the Public Works Committee:

Recently you were sent some information from Mr. Jim H. Smith, General Manager of Advance Disposal. Currently Advance Disposal is our contractor for handling the transfer, tipping and recycling recovery for our residential solid waste program. This five-year contract is scheduled to end December 31, 2014. Prior to this contract we had a five year contract with Waste Management as our contractor. As a result we solicited proposals to enter into an agreement for another five year contract.

Two proposals were received. Advance Disposal and Waste Management were the two companies that submitted proposals. Reviewing solely on the basis of price, Waste Management is the preferred contract. Factoring in the costs of fuel and time, Waste Management continues to be preferred over Advance Disposal. Mr. Smith's claims of additional costs of contracting with Waste Management are over stated and do not favor Advance Disposal.

The following information will demonstrate that Waste Management's proposal is still the preferred contract for the next five years:

- The Department acknowledges that there is additional cost of fuel to transport garbage and recyclables to Waste Management's facility located in Sheboygan Falls, Wisconsin. However, this additional distance and fuel cost is negligible and does not rise to the level as purported by Advance Disposal. In some cases time is actually less by transporting to Waste Management. Nevertheless, the total additional miles to dump and return to the Municipal Service Building (MSB) are estimated at 6,244 miles annually. (see appendix)
- Using the quoted price per gallon of diesel fuel in the proposal of \$3.90, the total additional cost for fuel is \$8,091 per year. This results in reduced overall savings with Waste Management to \$33,704 per year, or \$168,520 for the five year contract. (see appendix) This is the equivalent to one full-time entry level DPW Maintenance Worker.
- Time is insignificant given that on Thursday and Friday's routes are not as heavy and don't take as long to complete as Monday, Tuesday and Wednesday's routes. Fifteen extra minutes on Friday will not result in overtime expenses. The time to dump is the same regardless of the location. The only difference is travel to and from the dump sites. As a result we are anticipating no additional overtime with dumping at Waste Management versus Advance Disposal.

DEPARTMENT OF  
PUBLIC WORKS  
MUNICIPAL SERVICE BUILDING  
WILDWOOD CEMETERY

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081-4790

920/459-3442  
FAX 920/459-3443

- Advance Disposal is charging a fuel surcharge to the tipping fee quoted in their proposal. This does have some advantages (fuel costs decreasing), as Advance Disposal is only claiming, but it does also have disadvantages (fuel costs increasing). Example: over the past five years of the existing contract with Advance Disposal, fuels costs were at \$2.65/gallon in October 2009 and are currently at \$3.90 with this proposal. Although fuel costs have receded recently, overall trends indicate fuel costs will continue to rise over the length of this contract.
- Waste Management is not proposing a fuel index charge to their tipping fee. If fuel costs go up or down, their tipping fee remains at the same cost.
- Both companies will receive a CPI increase annually to their tipping fee charge. Therefore Advance Disposal would receive a double benefit of increasing both fuel charges and CPI, whereas Waste Management only receives the allowed CPI increase.
- The biggest advantage of Waste Management's proposal is the \$0 cost per ton for recyclables; whereas, Advance Disposal is proposing a \$20 per ton for recyclables. This is significant. For example: if we are able to increase the citizens recycling rate by 100 tons this would result in saving \$2,000. Furthermore, we would save 100 tons of solid waste tipping at \$33.05 per ton or \$3,305 for a total of \$5,305. Whereas the same 100 tons shifted to recyclables only nets the difference in tipping costs at Advance Disposal \$31.11 and \$20 per ton for recyclables or 100 times the \$11.11 for a total savings \$1,111.

The department completely understands Advance Disposal's position considering the amount of lost revenue over the five-year contract (\$3.2 million). Nevertheless, the City of Sheboygan has five year contracts to protect the taxpayers and solicits proposals to keep the program competitive. Many bids and proposals have been decided for even less disparity. This decision is not a reflection on Advance Disposal's service, the department has been very satisfied; however, the decision is based on cost to the taxpayers. Failure to uphold and support the process would jeopardize future requests for proposals and limit competition, resulting in higher overall costs to the citizens of Sheboygan.

The department recommends entering into contract with Waste Management for a five-year period beginning January 1, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read "David H. Biebel". The signature is fluid and cursive, with a large loop at the end.

David H. Biebel  
Director of Public Works

City of Sheboygan -Department of Public Works

Sanitation Division: Residential Refuse & Recyclable Material Transfer & Tipping Services

Waste Management	Cost/Ton	Estimated Tons	Total Annual Cost	
Solid Waste	\$ 33.05	12,242	\$ 404,598.10	
Single Stream Recycling	\$ -	3,350	\$ -	
Street Sweeping Disposal	\$ 33.05	750	\$ 24,787.50	
Federal & State Fees	\$ 13.00	12,992	\$ 168,896.00	
			\$ 598,281.60	\$ 41,795.52 Annual Savings
				<u>\$ 208,977.60 Five Year Savings</u>
Advance Disposal	Cost/Ton*	Estimated Tons	Total Annual Cost	
Solid Waste	\$ 31.11	12,242	\$ 380,848.62	
Single Stream Recycling	\$ 20.00	3,350	\$ 67,000.00	
Street Sweeping Disposal	\$ 31.11	750	\$ 23,332.50	
Federal & State Fees	\$ 13.00	12,992	\$ 168,896.00	
			\$ 640,077.12	

\* Advance Disposal is proposing to index a fuel surcharge over the length of the propose Five Year Contract. If diesel fuel costs go up so with the per ton rates. If diesel fuel goes down the cost per ton will go down.

Both contracts allow annual increases with CPI as stated in the RFP Contract documents.

Waste Management's Transfer Station is further away

City of Sheboygan - Department of Public Works

Route	Location	Miles	Time - Minutes	Miles	Time - Minutes	Miles	Time - Minutes
		Advance Disposal	Advance Disposal	Waste Management	Waste Management	Difference	Difference
Monday	4199 N. Field Dr.	6.6	16	8.2	13	1.6	-3
Monday	3226 N. 10th St.	6.5	16	7.8	15	1.3	-1
						<u>2.9</u>	<u>-4</u>
Tuesday	1605 N. 25th St.	4	9	5.5	8	1.5	-1
Tuesday	2324 Silver Leaf Ln.	5.3	13	6.7	13	1.4	0
						<u>2.9</u>	<u>-1</u>
Wednesday	801 N. 4th St.	4.6	12	7	14	2.4	2
Wednesday	2026 New Jersey Ave.	2.9	6	5.9	9	3	3
						<u>5.4</u>	<u>5</u>
Thursday	1510 S. 10th St.	3.3	9	7.5	14	4.2	5
Thursday	1616 S. 24th St.	2.3	6	6.6	12	4.3	6
						<u>8.5</u>	<u>11</u>
Friday	1409 Carmen Ave.	2.5	7	6.6	16	4.1	9
Friday	5015 White Fox Dr.	3.5	8	6.3	14	2.8	6
						<u>6.9</u>	<u>15</u>
<b>Total Difference</b>						<b>26.6</b>	

Total Additional Distance to dump per Week per Truck: 27 x 4 = 108 additional miles to dump  
108 x 52 weeks = 5,600 miles

Total Additional Distance to MSB per Week per Truck: 3 x 4 = 12 additional miles back to MSB  
12 x 52 weeks = 624 miles

Total Extra Miles to Waste Management per year: 6,224

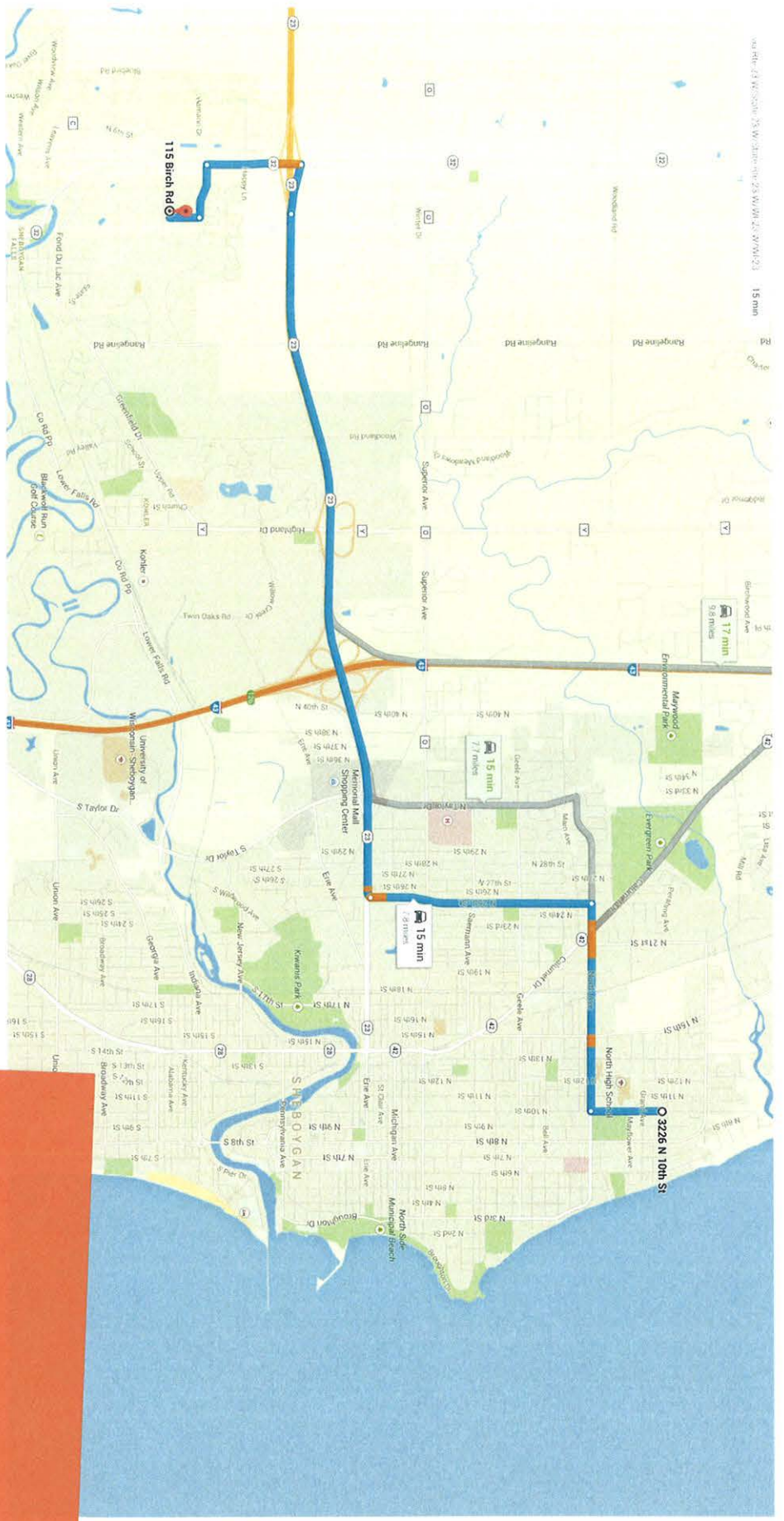
Average Miles per gallon on Refuse Trucks: 3

Average Fuel Costs: \$ 3.90 Note as fuel prices rise - so does the cost per ton at Advanced Disposal

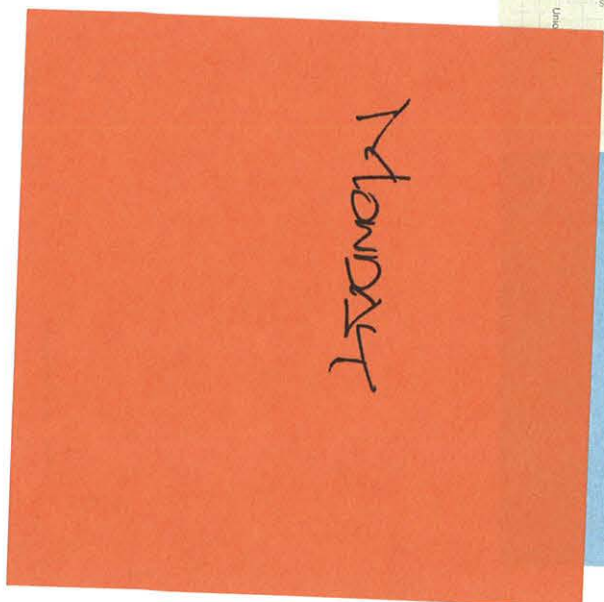
Total Addition Annual Fuel Cost: \$ 8,091.20

Difference in Proposal Annual Costs: \$41,795.52

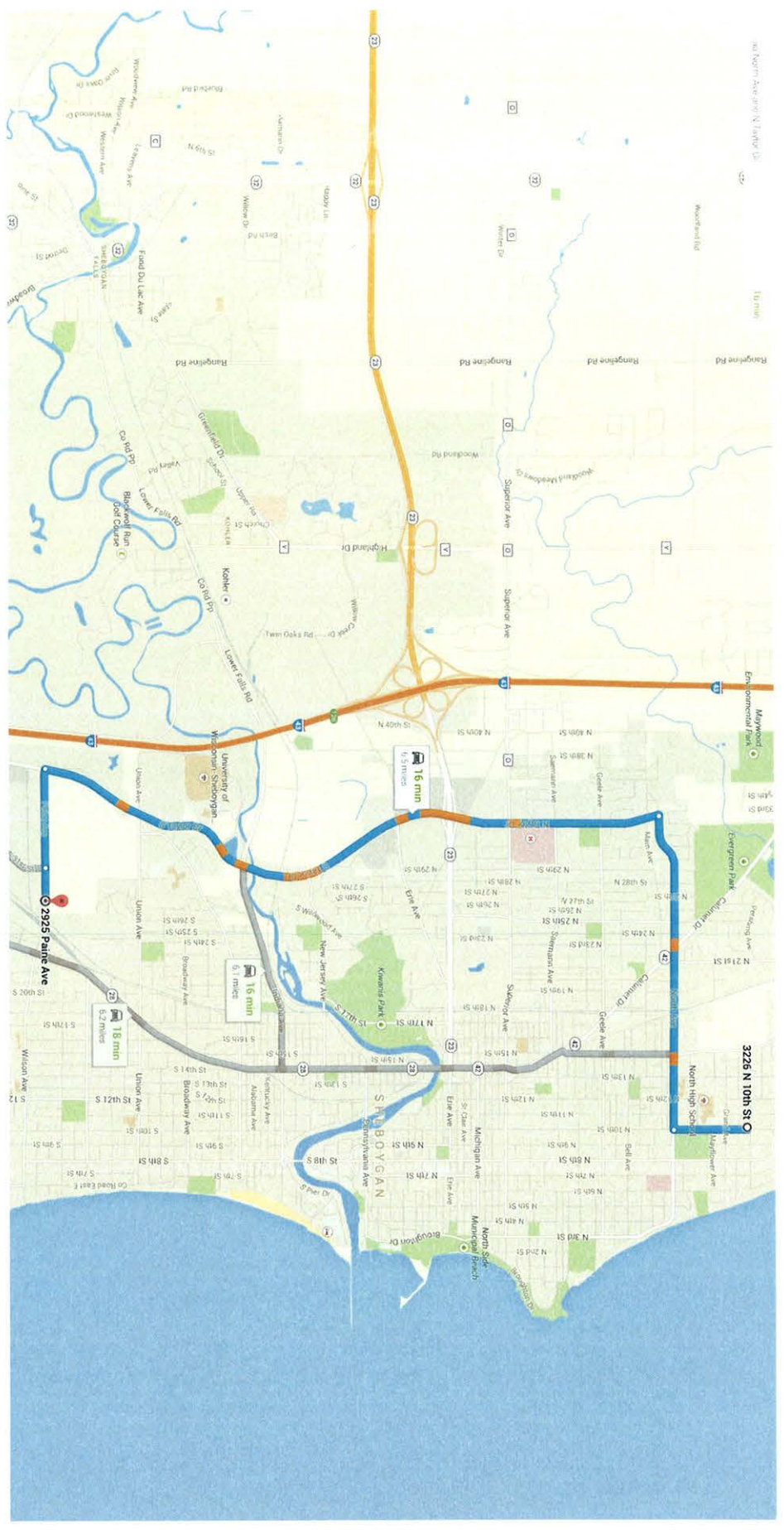
Total Annual Savings to the City of Sheboygan: \$33,704.32



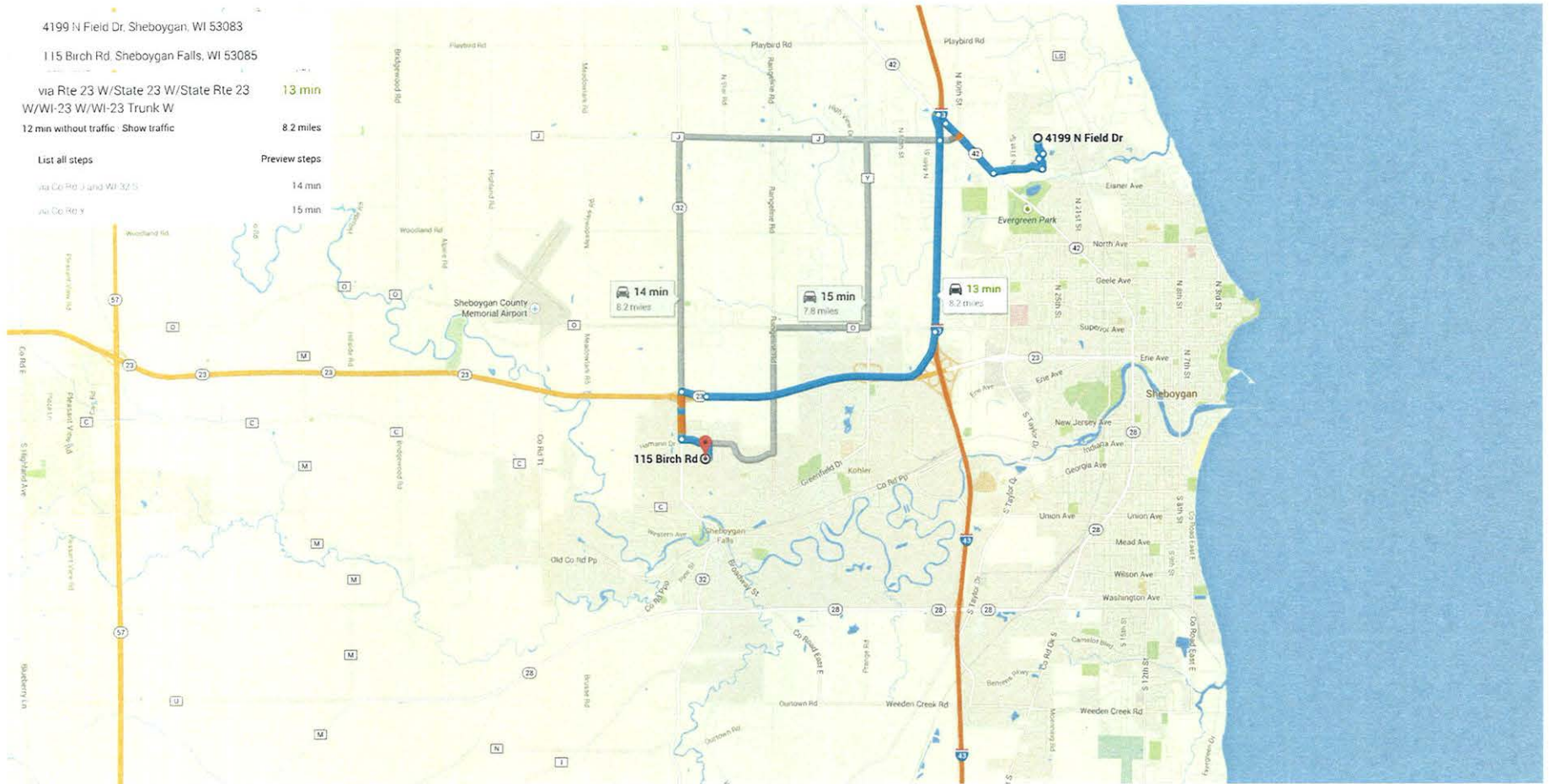
7.8 miles . 15min.  
 WASTES MANAGEMENT



Monday

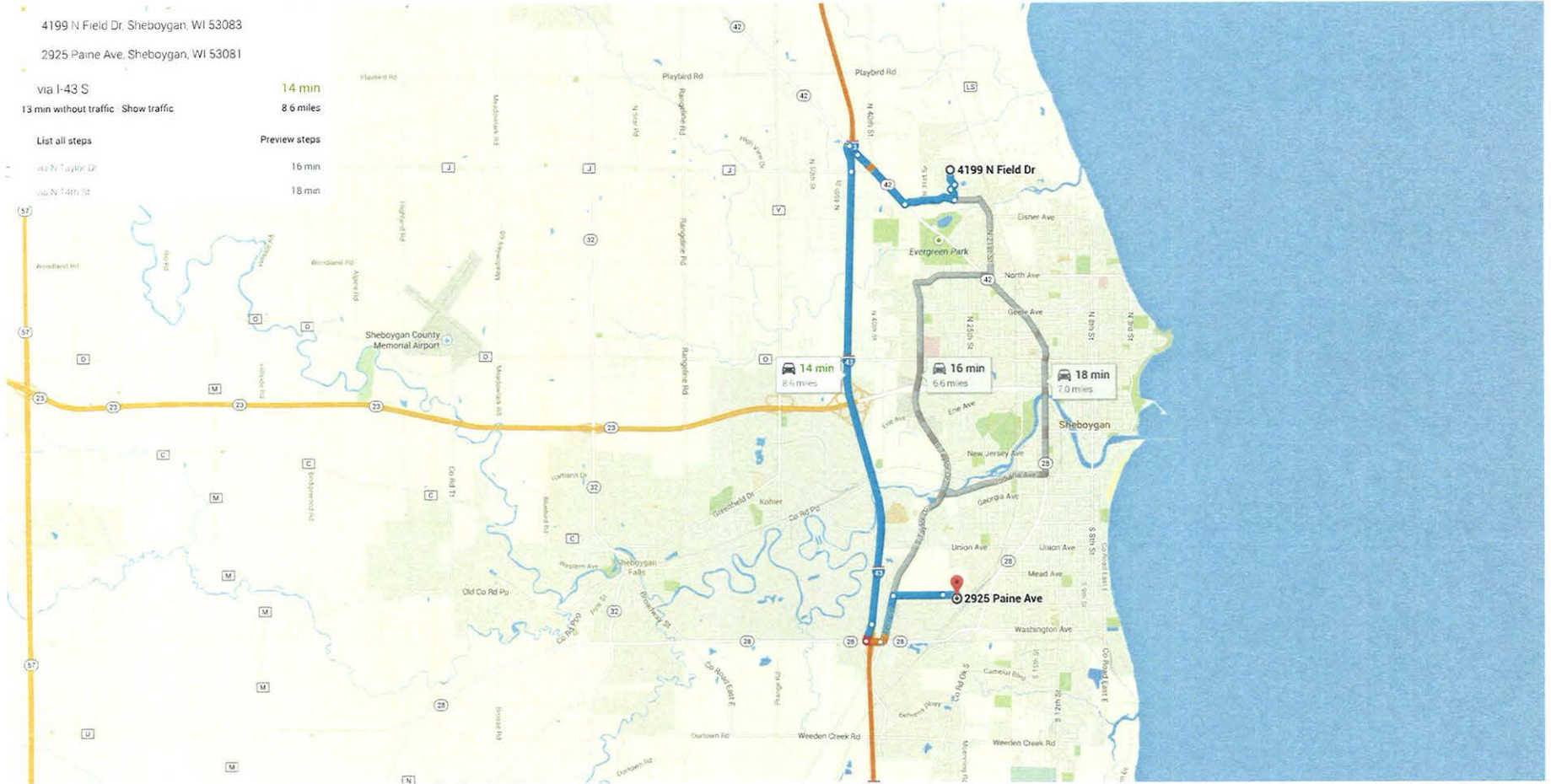


6.5 miles - 16 min.  
 ADVANCES DISPOSAL

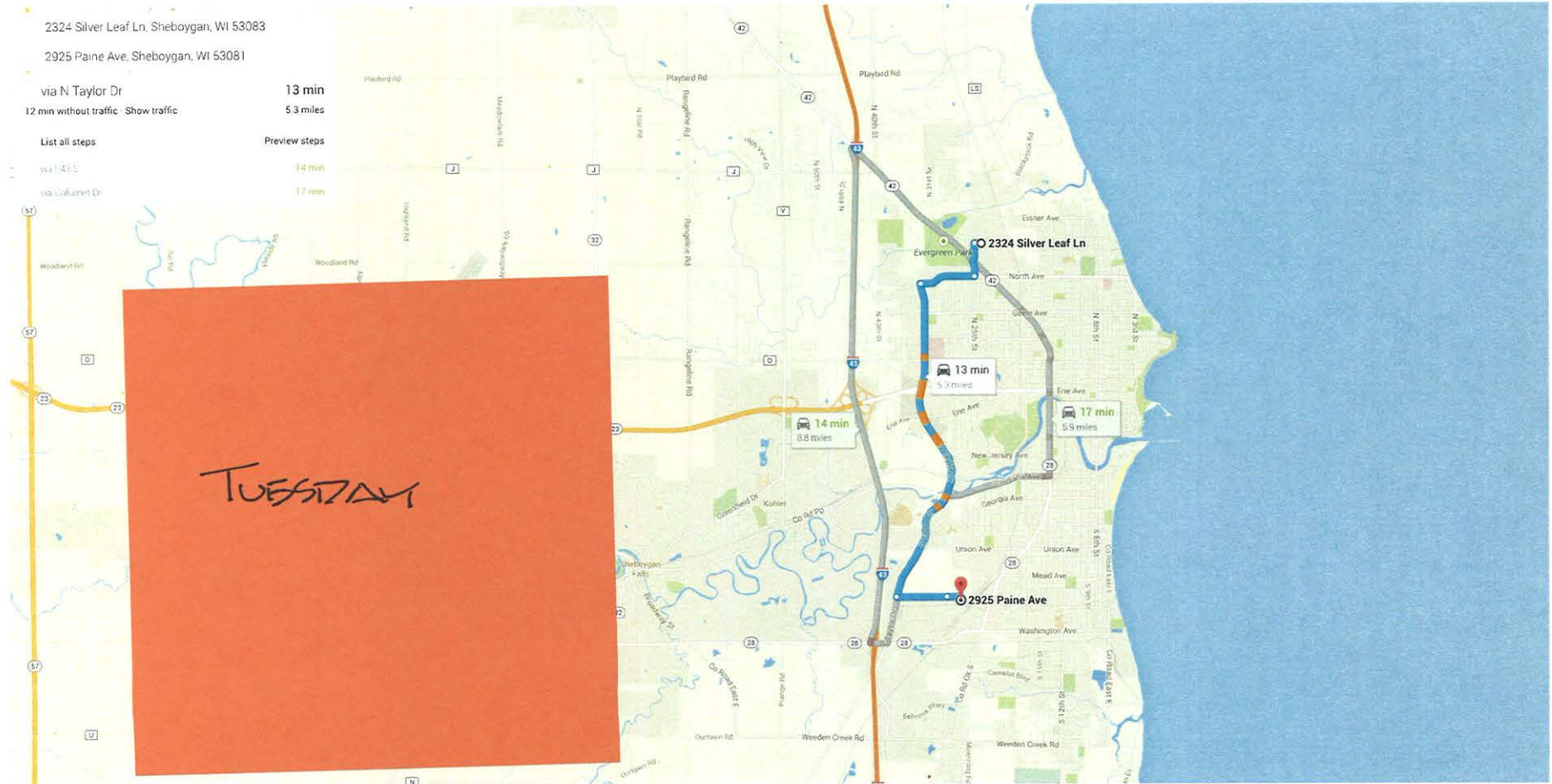


8.2 miles - 13 min.

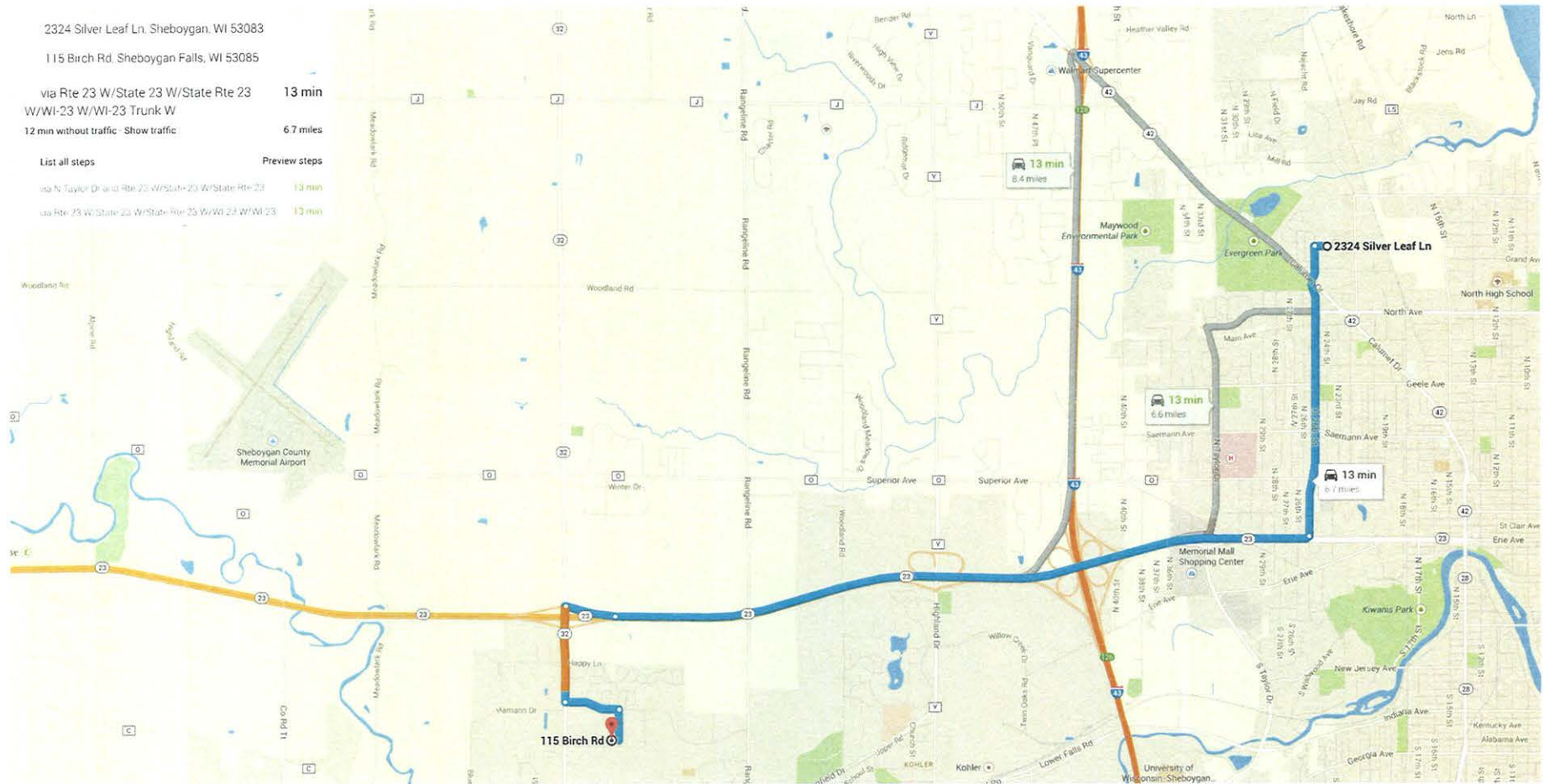
WASTE MANAGEMENT



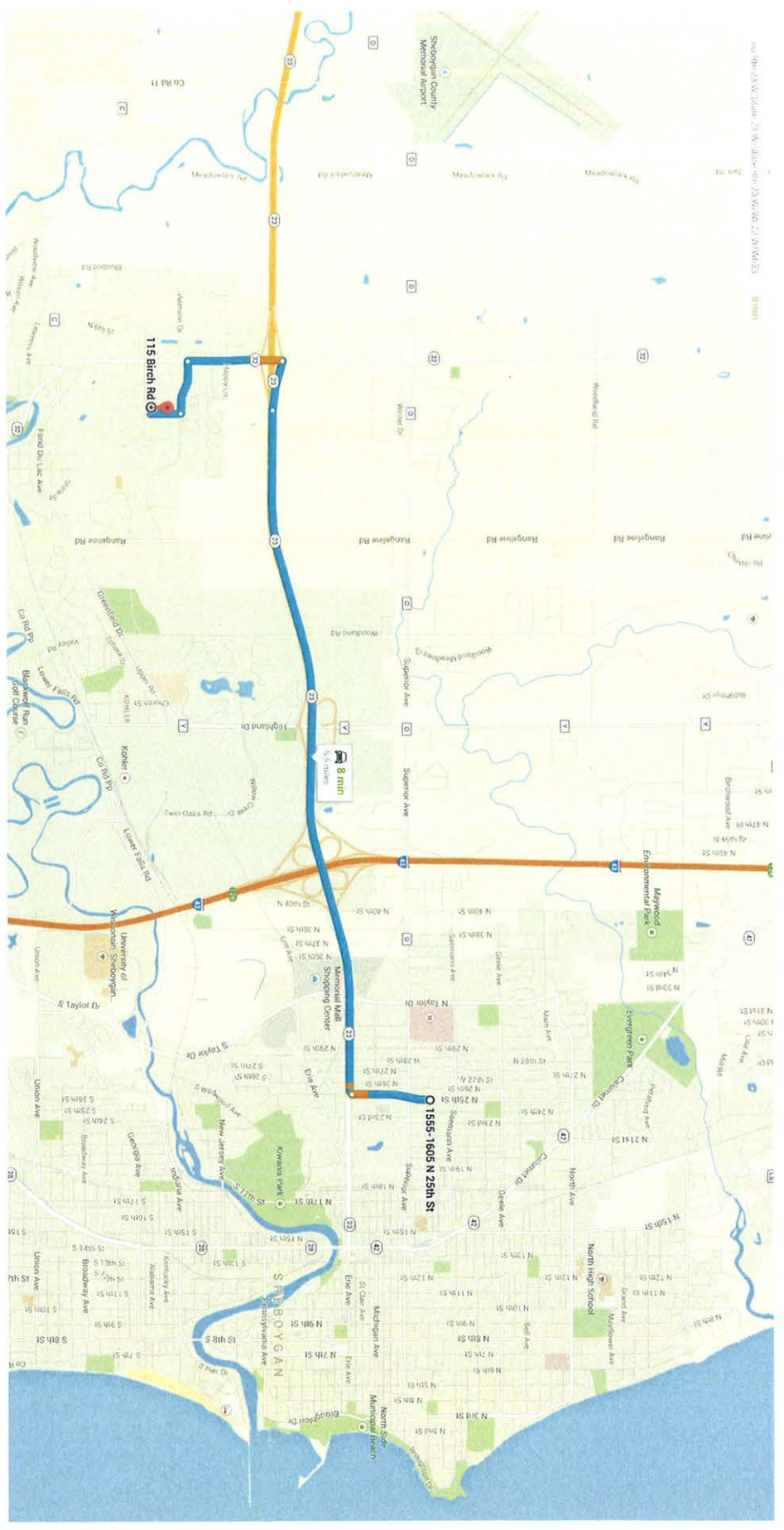
8.6 miles - 14 min  
 6.6 miles - 16 min.  
 ADVANCE DISPOSAL



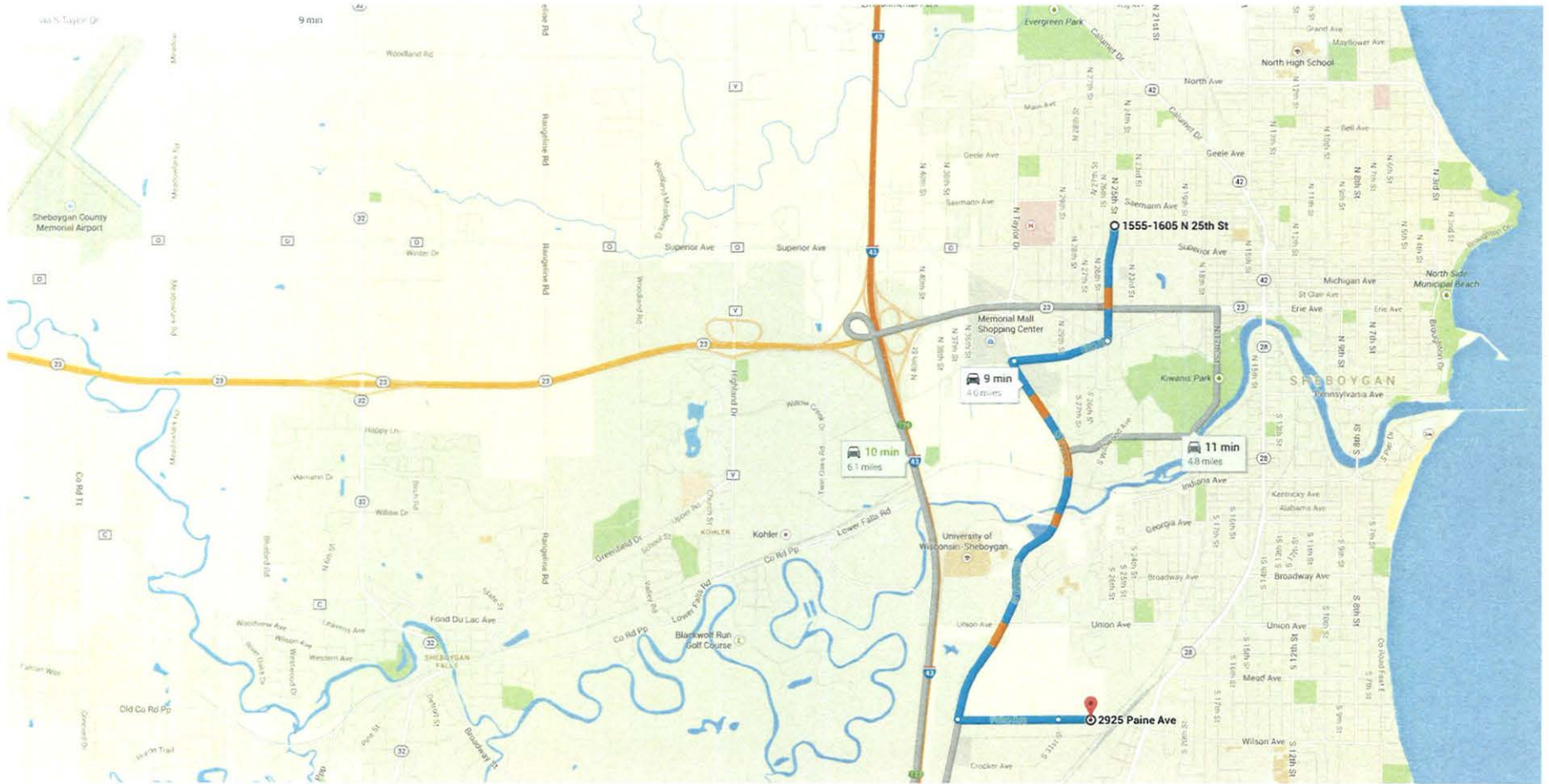
5.3 miles - BMW  
 ADVANCE DISPOSAL



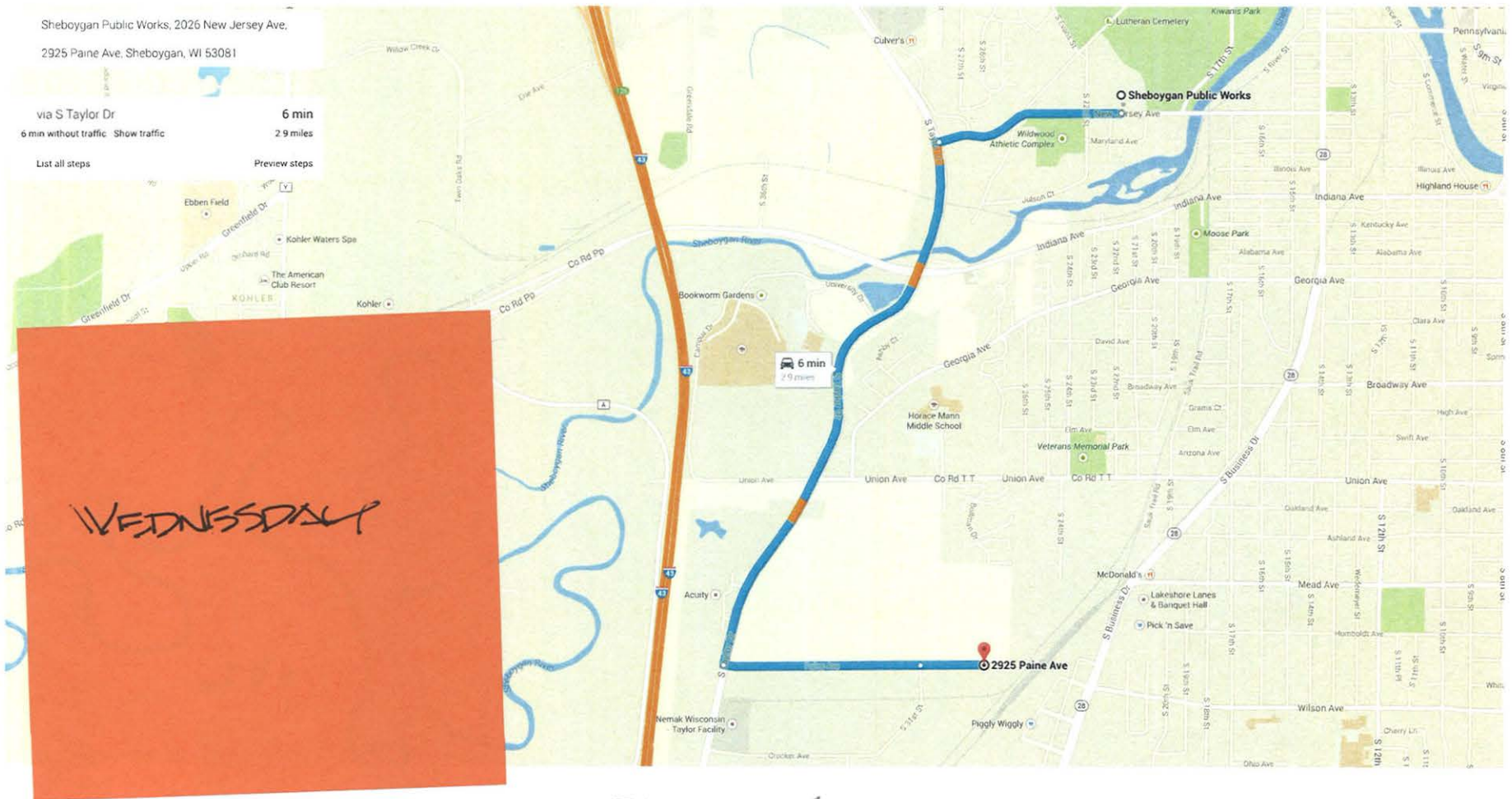
6.7 miles - 13 min  
 WASTE MANAGEMENT



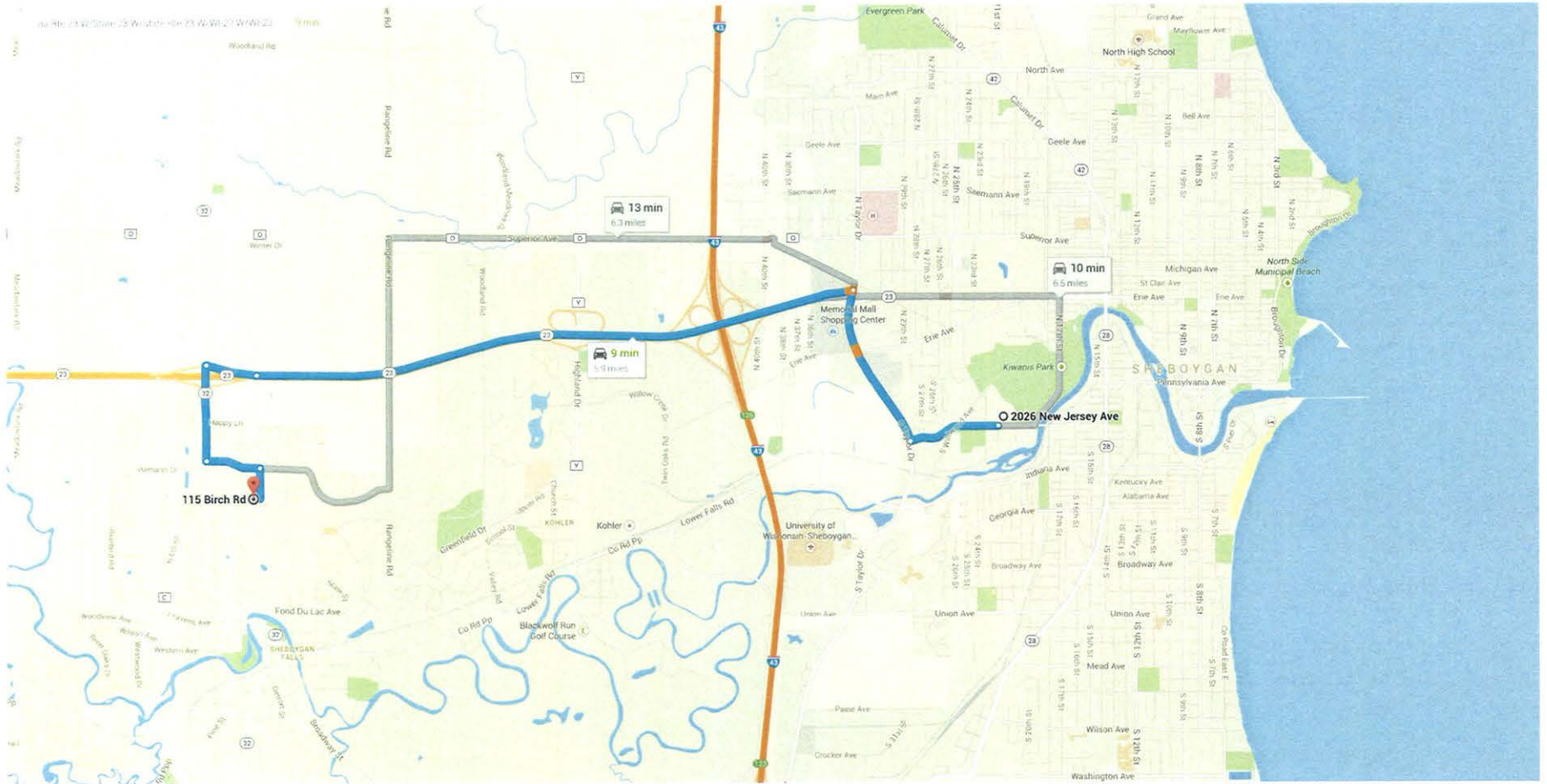
5.5 miles - 8 min  
 WASTE TRANSFER ST



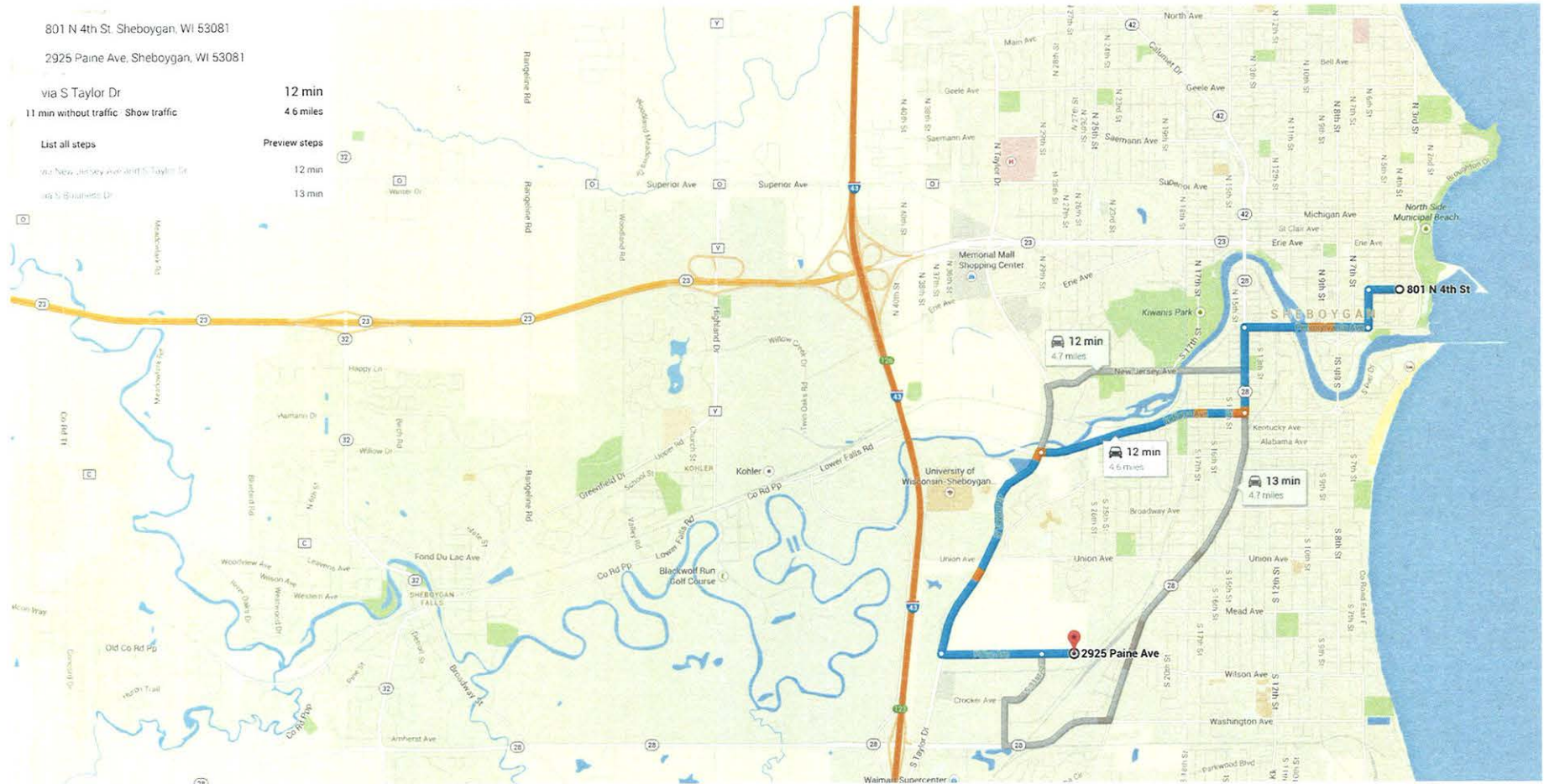
4.0 miles - 9 min.  
 ADVANCES DISPOSAL



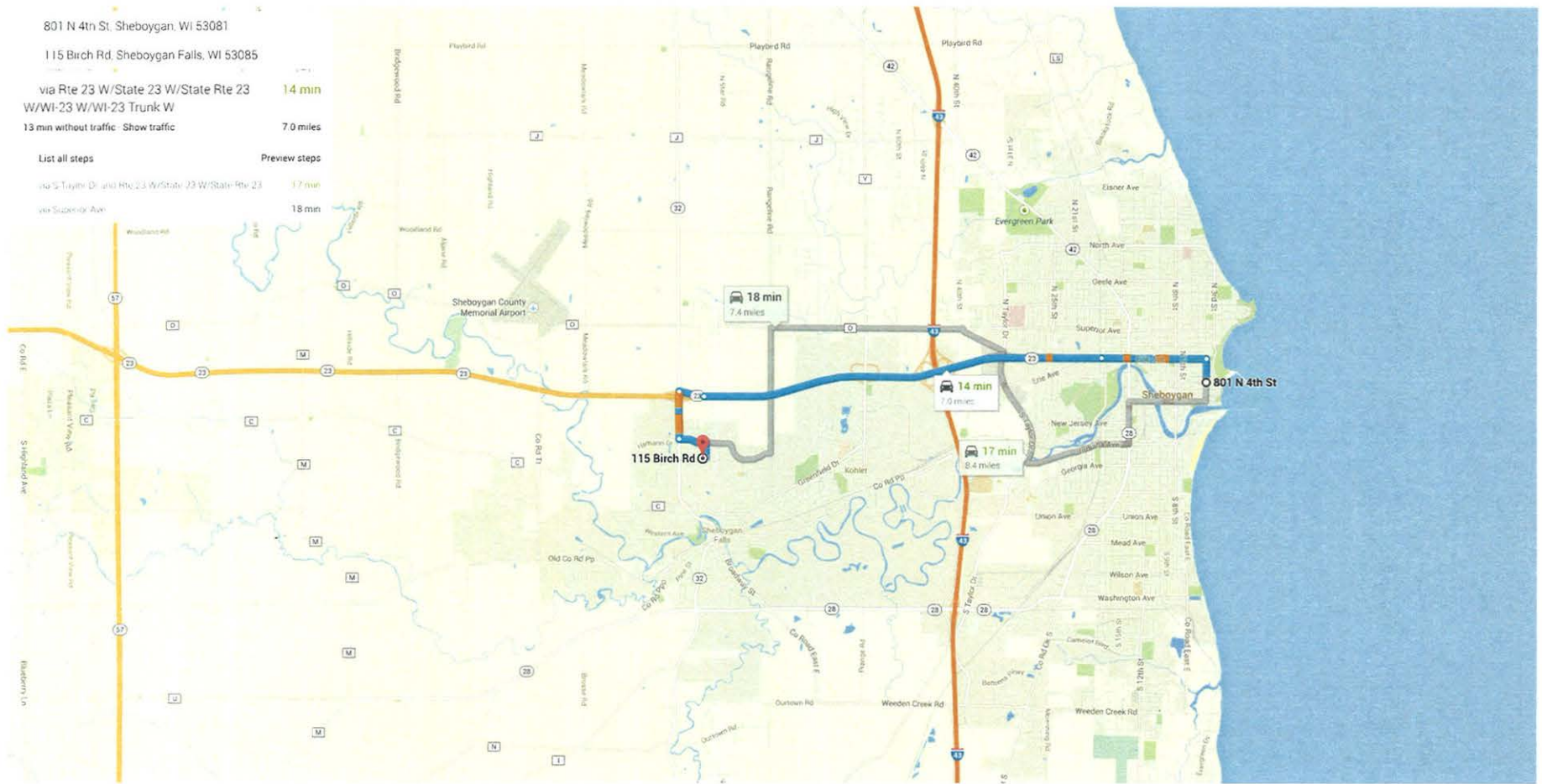
2.9 miles - 6 min.  
ADVANCED DISPOSAL



5.9 miles - 9 min  
WASTE MANAGEMENT



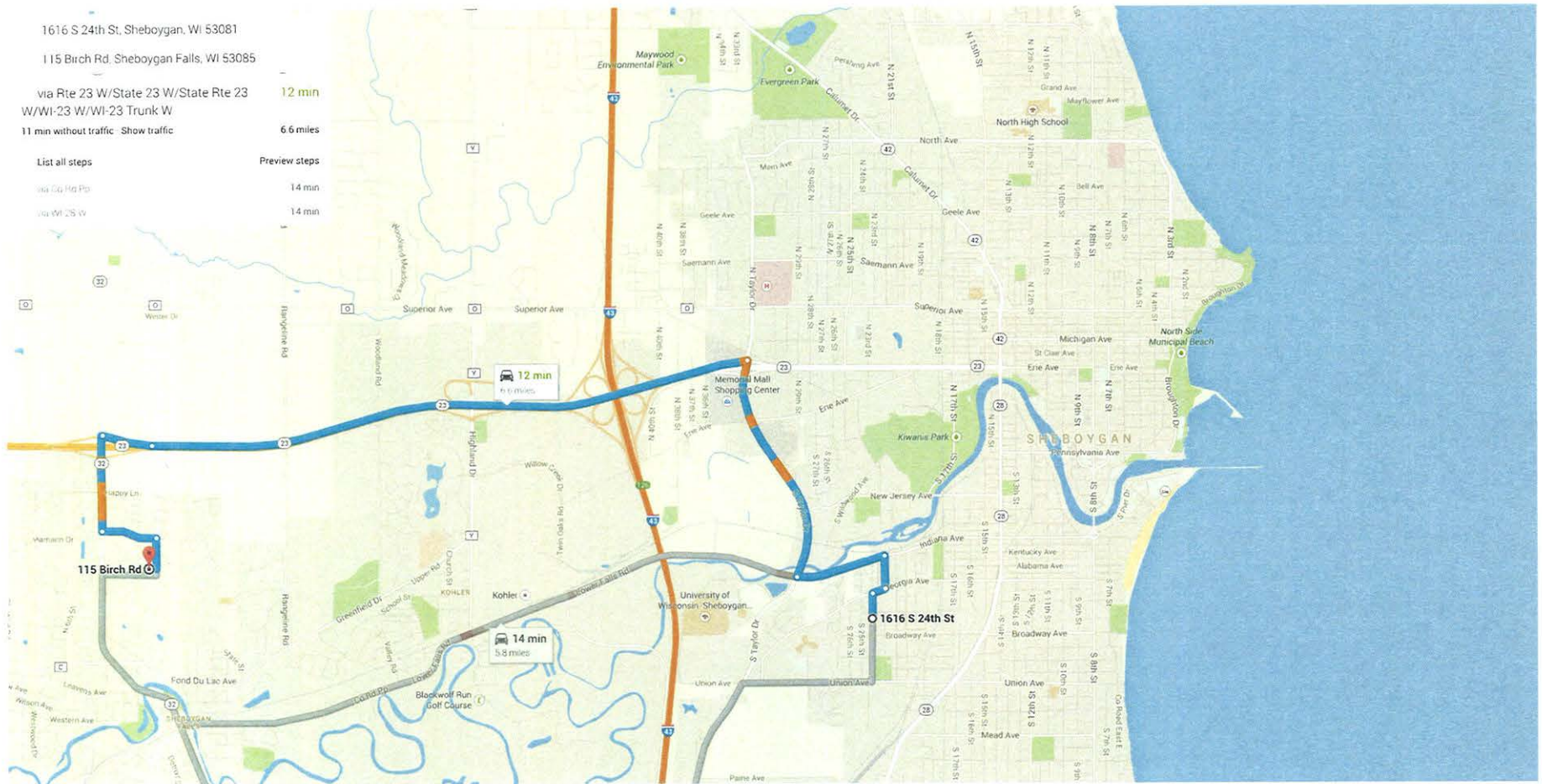
4.6 miles - 12 min.  
ADVANCE DISPOSAL



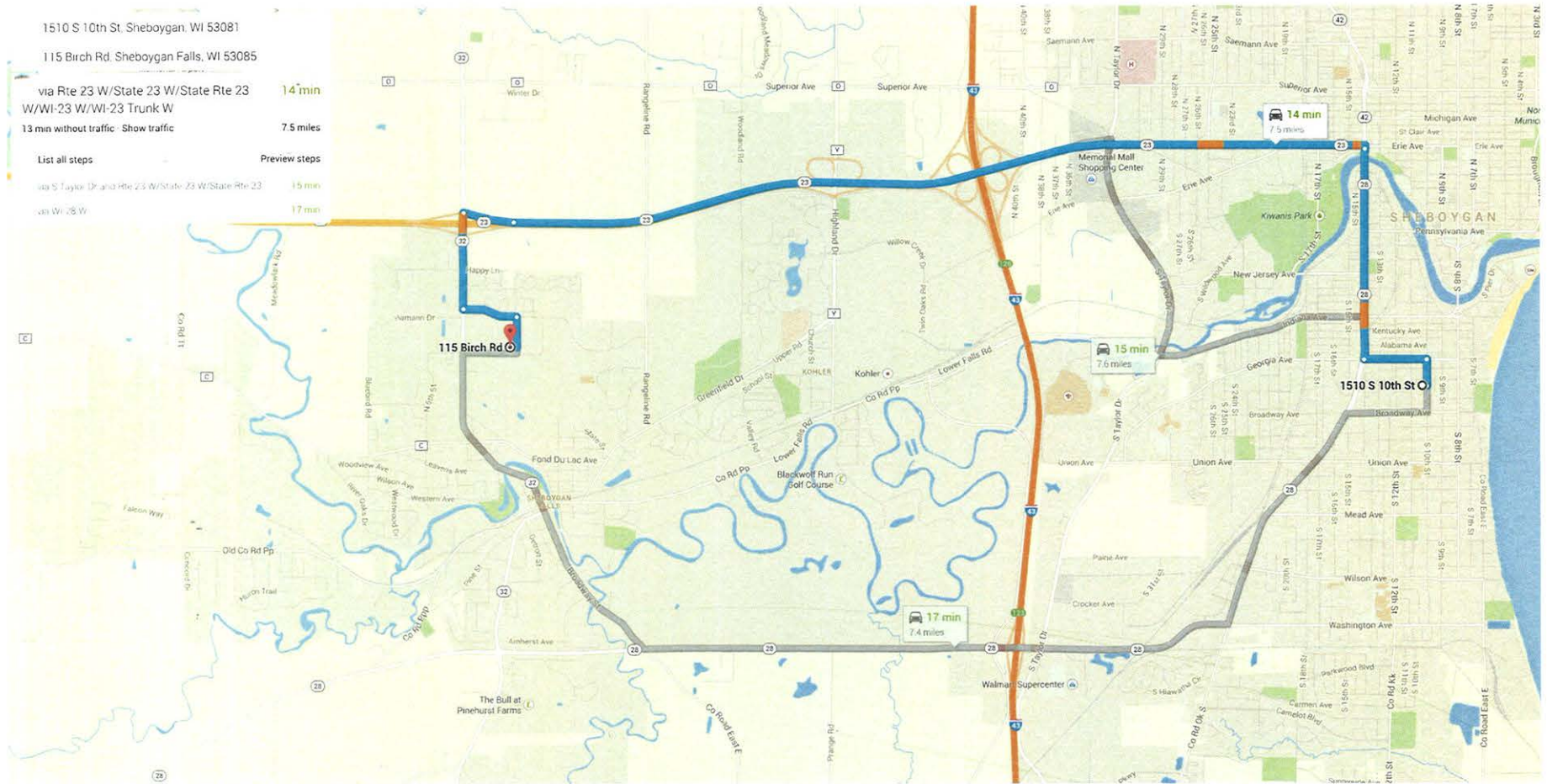
7.0 MILES - 14 min.  
 WASTE MANAGEMENT



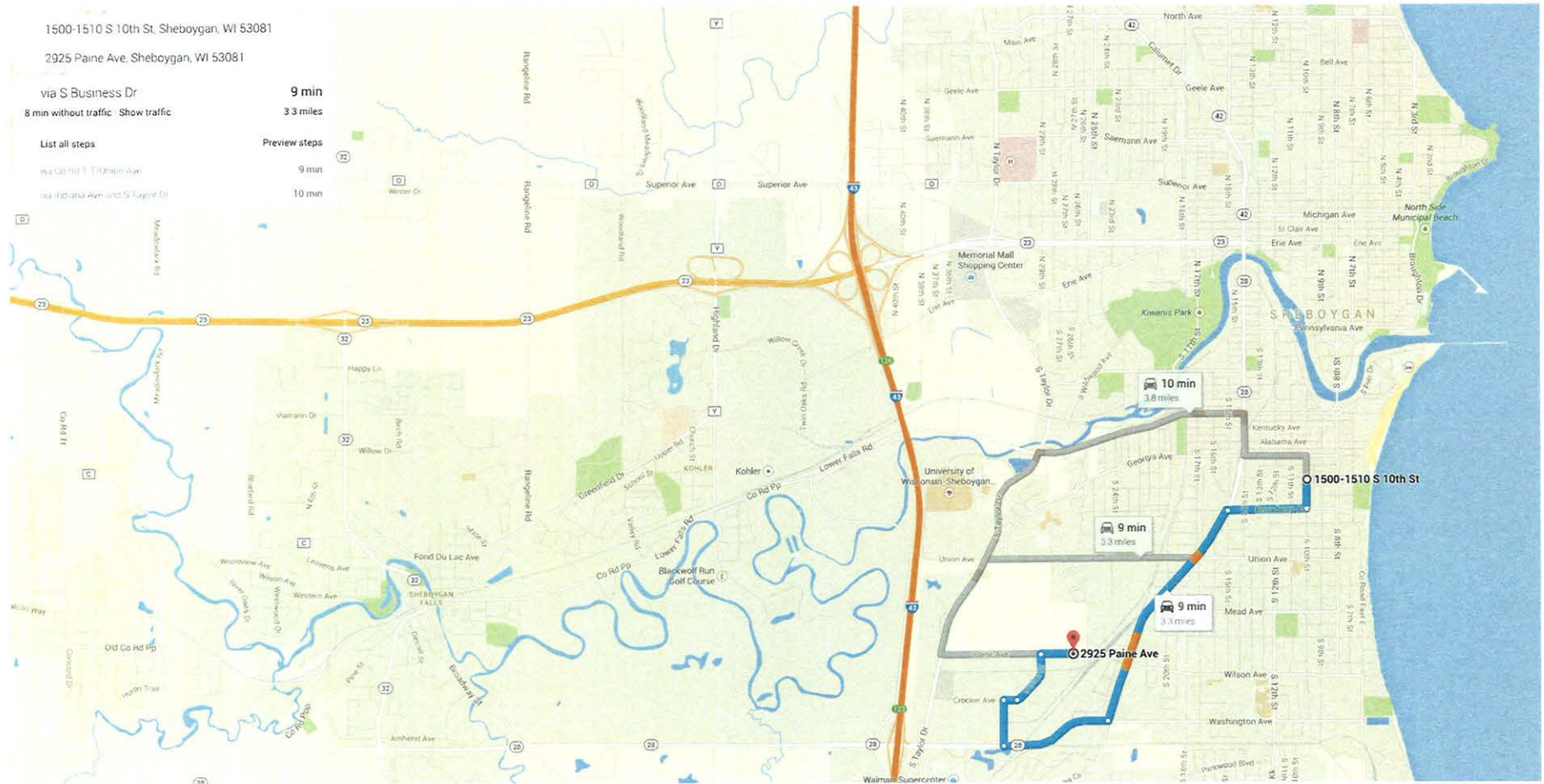
2.3 miles - 6min  
 ADVANCE DISPOSAL



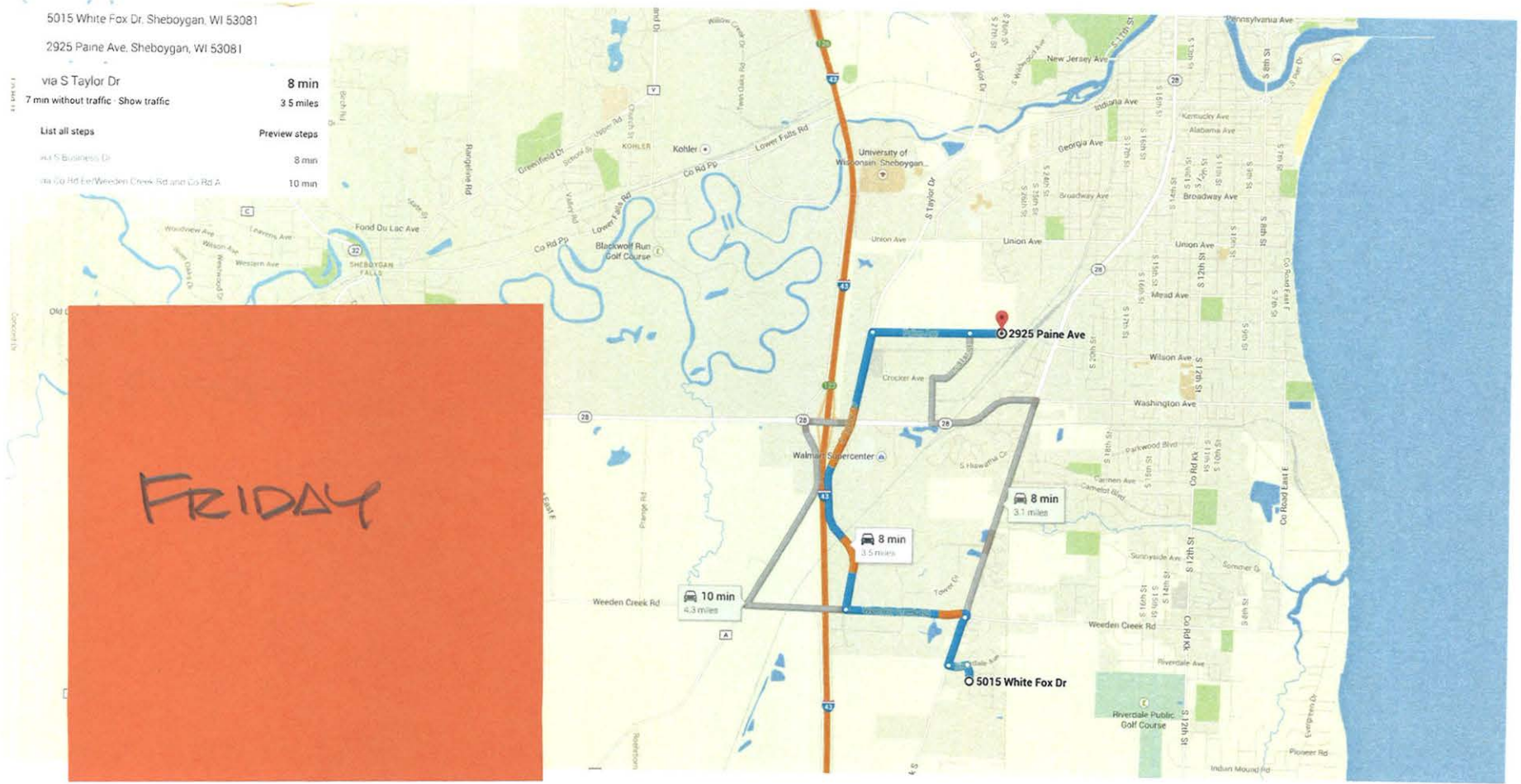
6.6 miles - 12 min  
 WASTE MANAGEMENT



7.5 miles - 14 min.  
WASTE MANAGEMENT

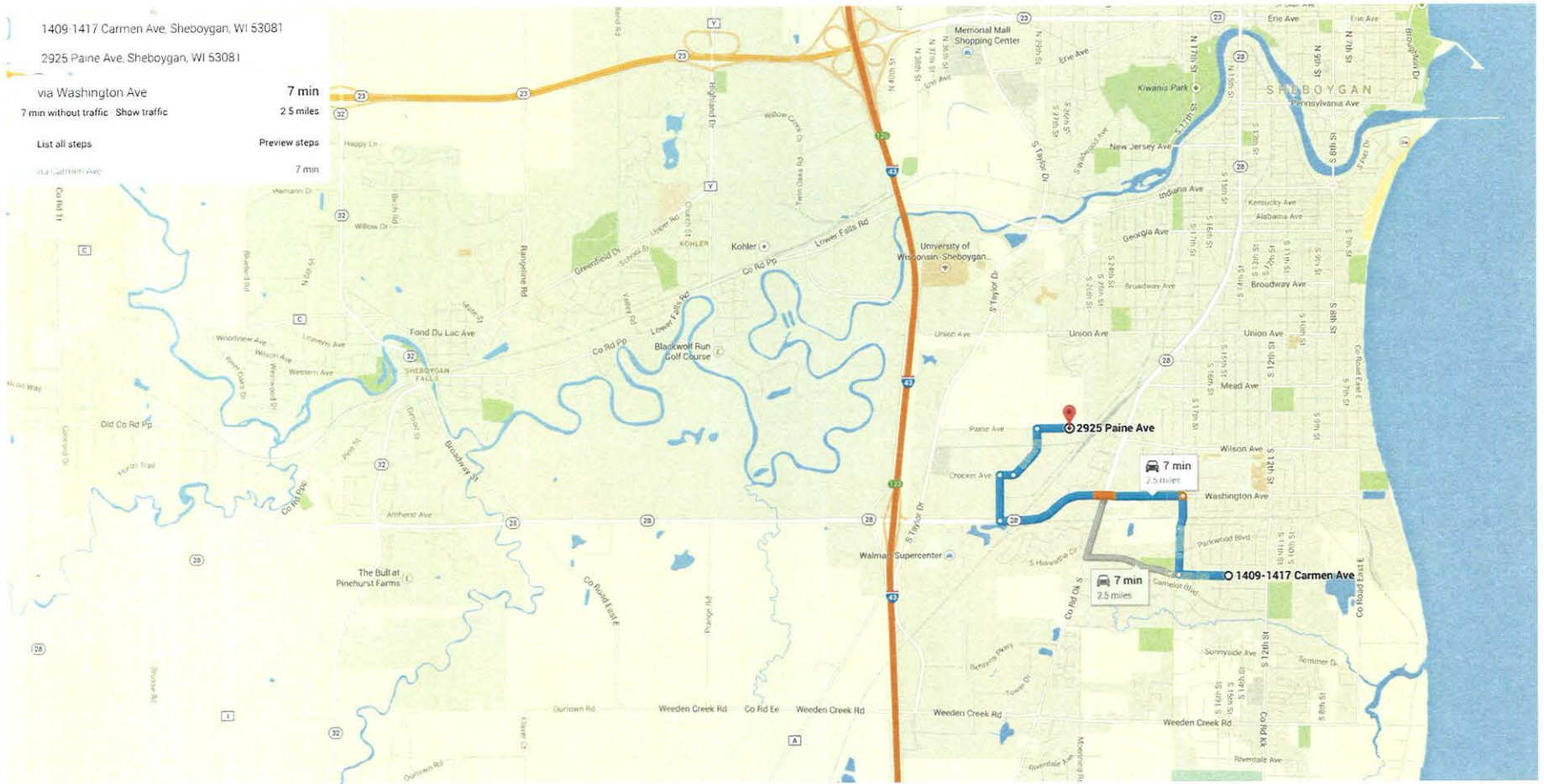


3.3 miles ~~8~~ min  
 9 min  
 ADVANCE DISPOSAL

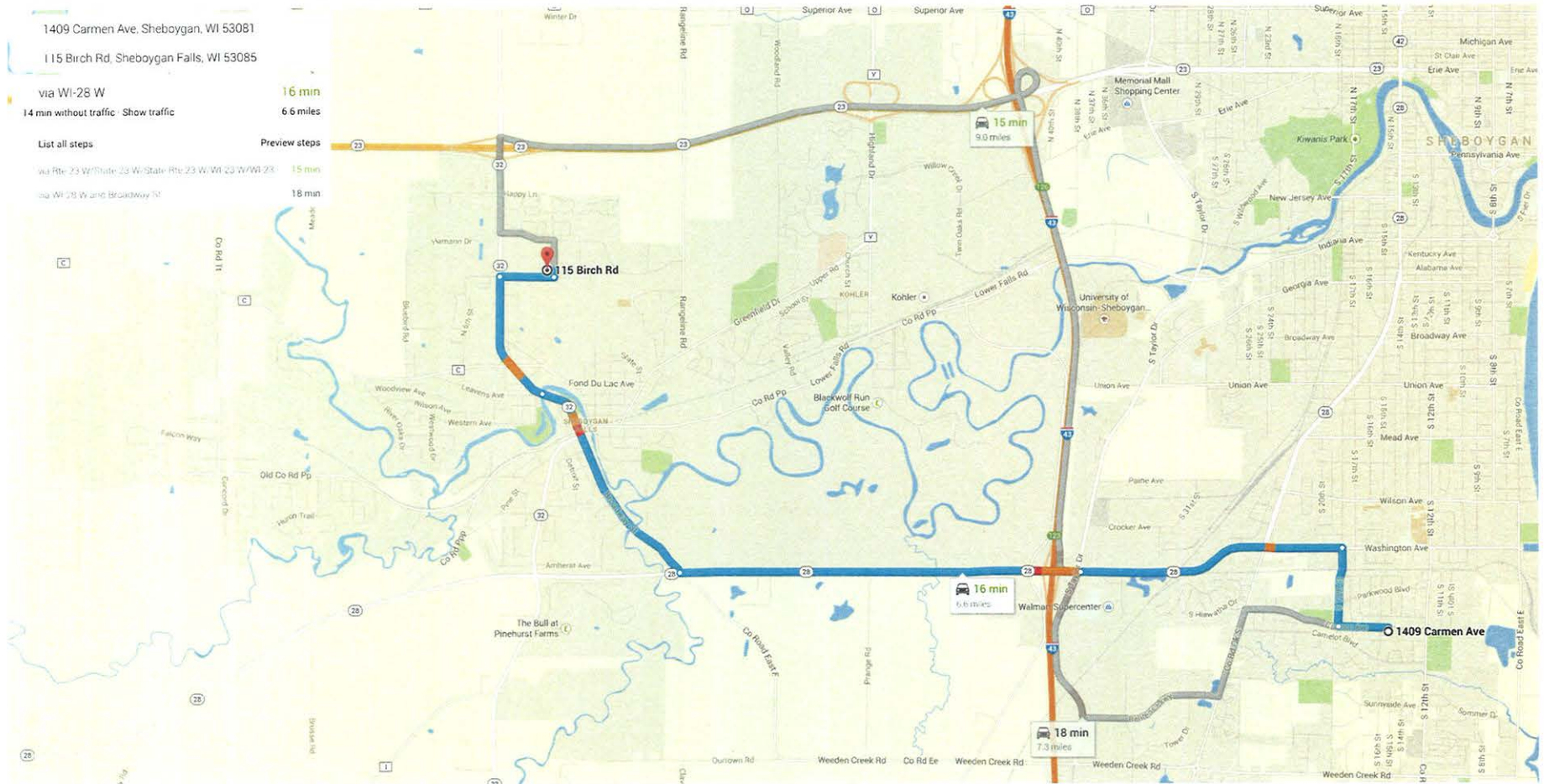




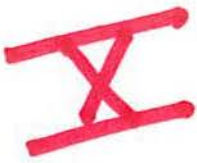
6.3 miles . 14 min  
 WASTE MANAGEMENT



2.5 miles - 7 min.  
ADVANCED DISPOSAL



6.6 miles - 16 min.  
 WASTE MANAGEMENT



Gen. Ord. No. \_\_\_\_\_ - 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

<u>ADD:</u>	Class Grade	NO. of Employees
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*



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

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

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.

S HR  
Job des alpha PT Permit Clerk

II

4.1

R. O. No. 122 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.  
September 15, 2014.

As part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2014 and outstanding debt as of December 31, 2014 is submitted for your review.

Lies over  
to  
Oct 20th

\_\_\_\_\_  
Chief Administrative Officer



2014 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS

	Fund Balance Jan. 1, 2014	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2014
General Fund	\$ 14,852,144	\$ 19,546,539	\$ 15,972,916	\$ 35,519,455	\$ 14,852,144
Special Revenue	2,320,957	5,944,915	2,305,741	8,250,656	2,320,957
Debt Service	7,728,872	5,287,182	2,886,889	8,174,071	7,728,872
Capital Projects	3,793,893	2,011,599	-	2,011,599	3,793,893
Enterprise	9,617,646	12,784,422	511,547	13,295,969	9,617,646
Internal Service	13,378,333	12,001,222	-	12,001,222	13,378,333
Trust/Agency	<u>1,892,113</u>	<u>58,500</u>	<u>-</u>	<u>58,500</u>	<u>1,892,113</u>
<b>Total</b>	<b><u>\$ 53,583,958</u></b>	<b><u>\$ 57,634,379</u></b>	<b><u>\$ 21,677,093</u></b>	<b><u>\$ 79,311,472</u></b>	<b><u>\$ 53,583,958</u></b>

CITY OF SHEBOYGAN

	Date of Issue	Date of Maturity	Outstanding Jan. 1, 2014	Issued 2014	Payments 2014	Outstanding Dec. 31, 2014
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GENERAL OBLIGATION BONDED DEBT

G.O. Refunding Bonds - 2006C	7/1/2006	10/1/2022	3,400,000		425,000	2,975,000
G.O. Refunding Bonds - 2006D	7/1/2006	10/1/2022	6,250,000		650,000	5,600,000
G.O. Refunding Bonds - 2006E	7/1/2006	11/1/2018	3,700,000		660,000	3,040,000
G.O. Corporate Bonds - 2007B	9/1/2007	10/1/2026	7,500,000		100,000	7,400,000
G.O. Refunding Bonds - 2010B	6/7/2010	4/1/2027	6,680,000		595,000	6,085,000
G.O. Refunding Bonds - 2010C	10/18/2010	10/1/2010	815,000		135,000	680,000
<b>Total General Obligation Bonded Debt</b>			<b>\$ 28,345,000</b>		<b>\$ 2,565,000</b>	<b>\$ 25,780,000</b>

GENERAL OBLIGATION LONG TERM NOTES

DNR Seawall Loan	12/23/2002	12/15/2023	721,161		80,129	641,032
DNR Land Recycling Loan	4/14/2004	5/1/2023	398,224		39,822	358,402
State Trust Fund Loan	11/21/2005	3/15/2015	128,375		62,928	65,447
State Trust Fund Loan	7/5/2006	3/15/2016	74,392		23,832	50,560
G.O. Promissory Notes - 2006A	4/5/2006	10/1/2015	1,000,000		500,000	500,000
G.O. Promissory Notes - 2006B	4/5/2006	10/1/2015	450,000		225,000	225,000
G.O. Promissory Notes - 2007A	4/15/2007	10/1/2016	900,000		300,000	600,000
G.O. Promissory Notes - 2008	5/15/2008	10/1/2017	1,725,000		350,000	1,375,000
State Trust Fund Loan	11/1/2009	3/15/2014	211,912		211,912	-
G.O. Promissory Notes - 2010A	6/7/2010	4/1/2020	1,485,000		195,000	1,290,000
G.O. Promissory Notes - 2011A	9/29/2011	10/1/2016	405,000		135,000	270,000
G O Promissory Notes - 2012A	5/10/2012	4/1/2022	4,250,000	-	440,000	3,810,000
<b>Total General Obligation Notes</b>			<b>\$ 11,749,064</b>	<b>\$ -</b>	<b>\$ 2,563,623</b>	<b>\$ 9,185,441</b>

MORTGAGE NOTES

SDC Mortgage Notes	1/16/1995	Unknown	225,000		-	225,000
<b>TOTAL DEBT OUTSTANDING</b>			<b>\$ 40,319,064</b>	<b>\$ -</b>	<b>\$ 5,128,623</b>	<b>\$ 35,190,441</b>

~~VI~~

6.6

R. C. No. 153- 14 - 15. By FINANCE. September 2, 2014.

Your Committee to whom was referred R. C. No. 137-14-15 by Public Protection and Safety and R. O. No. 86-14-15 and R. O. 87-14-15 by the Chief Administrative Officer submitting the summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Project Funds and submitting the summary of the 2015 Budget requests for the Enterprise Funds, the Internal Service Funds and the Trust Funds and to amend the budget to include salary for (1) code enforcement officer and (1) part-time clerk in Building Inspection; and salary for (1) police officer; recommends that the budgets be approved and amend to include only the (1) part-time clerk in Building Inspection.

Lies over

	_____
Julie Kath	_____
	_____
Roy J. Clark	_____
	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

22

IV

123

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**VI**

6.4

R. C. No. 137 - 14 - 15. By PUBLIC PROTECTION AND SAFETY. August 14, 2014.

Your Committee to whom was referred the following:

1. A copy of R. O. No. 86-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Project Funds; and
2. A copy of R. O. No. 87-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds;

recommends that the Council approve the following budgets, as amended as follows:

- Building Inspection - Salary for one (1) code enforcement officer and one (1) part time clerk
- Police Department - Salary for 1 police officer

*Finance*

*[Signature]*  
 \_\_\_\_\_  
*Susan J. Gossard*  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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IV

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II

3.1

R. O. No. 86 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.  
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2014 original budget.

Finance,  
Law & Soc,  
Pub. Prot & Safety,

Chief Administrative Officer

Pub Wks.  
Sal & Griev.

Heidermann / Bohren  
to hold -  
failed on call of the  
roll:  
Ages: Bohren, Heidermann, Heidermann,  
Matschek, Van Appen - 5

Mag: 10

→ amended -  
refer to Finance

	<u>2014 Approved</u> <u>Budget</u>	<u>2015 Executive</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>% Increase/</u> <u>(Decrease)</u>
<b>Revenue - General Fund</b>				
Taxes (Other than Property)	1,253,559	1,243,956	(9,603)	-0.77%
Licenses & Permits	676,895	706,344	29,449	4.35%
Intergovernmental Revenue	14,136,448	14,174,399	37,951	0.27%
Charges for Services	1,173,500	333,130	(840,370)	-71.61%
Fines & Forfeits	313,100	337,100	24,000	7.67%
Interest on Investments	255,150	192,350	(62,800)	-24.61%
Miscellaneous Revenue	129,500	121,668	(7,832)	-6.05%
Other Financing Sources	1,608,388	1,730,977	122,589	7.62%
<b>Total Revenue</b>	<b>19,546,540</b>	<b>18,839,924</b>	<b>(706,616)</b>	<b>-3.62%</b>
<b>Revenue - Mead Library</b>				
Intergovernmental Revenue	628,130	641,462	13,332	2.12%
Charges for Services	93,450	74,550	(18,900)	-20.22%
Miscellaneous Revenue	34,555	44,002	9,447	27.34%
<b>Total Revenue</b>	<b>756,135</b>	<b>760,014</b>	<b>3,879</b>	<b>0.51%</b>
<b>Revenue - Debt Service Fund</b>				
Interest on Investments	-	15,000	15,000	N/A
Pension Transfer	492,101	490,405	(1,696)	-0.34%
Transfer from Other Funds	1,039,203	1,088,359	49,156	4.73%
<b>Total Revenue</b>	<b>1,531,304</b>	<b>1,593,764</b>	<b>62,460</b>	<b>4.08%</b>
<b>City Tax Levy</b>				
General Fund	15,972,916	15,972,916	-	N/A
Mead Library Fund	2,305,741	2,305,741	-	N/A
Debt Service Fund	2,886,889	2,886,889	-	N/A
Transit Utility Fund	511,547	511,547	-	N/A
<b>Total City Tax Levy</b>	<b>21,677,093</b>	<b>21,677,093</b>	<b>-</b>	<b>N/A</b>

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
<b>General Fund</b>				
<b>Department</b>				
Council	117,974	127,818	9,844	8.34%
Mayor	406,862	504,637	97,775	24.03%
City Clerk	376,104	346,438	(29,666)	-7.89%
Elections	121,247	57,698	(63,549)	-52.41%
Finance	895,145	912,121	16,976	1.90%
Assessor	437,368	434,956	(2,412)	-0.55%
Human Resources	251,777	254,254	2,477	0.98%
City Attorney	442,828	452,339	9,511	2.15%
City Insurance	276,940	398,601	121,661	43.93%
City Buildings	852,962	805,266	(47,696)	-5.59%
Board of Review	2,150	1,450	(700)	-32.56%
Employee Benefits	345,911	345,111	(800)	-0.23%
<b>Total General Government</b>	<b>4,527,268</b>	<b>4,640,689</b>	<b>113,421</b>	<b>2.51%</b>
<b>Police</b>	<b>12,419,356</b>	<b>12,421,876</b>	<b>2,520</b>	<b>0.02%</b>
<b>Fire</b>	<b>7,715,356</b>	<b>7,818,428</b>	<b>103,072</b>	<b>1.34%</b>
<b>Building Inspection</b>	<b>619,609</b>	<b>671,240</b>	<b>51,631</b>	<b>8.33%</b>
<b>Emergency Operations</b>	<b>1,400</b>	<b>1,200</b>	<b>(200)</b>	<b>-14.29%</b>
<b>Civil Defense</b>	<b>12,460</b>	<b>17,705</b>	<b>5,245</b>	<b>42.09%</b>
<b>Total Public Protection</b>	<b>20,768,181</b>	<b>20,930,449</b>	<b>162,268</b>	<b>0.78%</b>
<b>Public Works</b>	<b>258,907</b>	<b>255,776</b>	<b>(3,131)</b>	<b>-1.21%</b>
<b>Engineering</b>	<b>515,681</b>	<b>525,266</b>	<b>9,585</b>	<b>1.86%</b>
<b>Streets</b>	<b>4,050,898</b>	<b>3,968,978</b>	<b>(81,920)</b>	<b>-2.02%</b>
<b>Sanitation</b>	<b>2,356,027</b>	<b>2,426,421</b>	<b>70,394</b>	<b>2.99%</b>
<b>Boat Facilities</b>	<b>30,000</b>	<b>-</b>	<b>(30,000)</b>	<b>-100.00%</b>
<b>Landfill</b>	<b>19,000</b>	<b>19,000</b>	<b>-</b>	<b>0.00%</b>
<b>Total Public Works</b>	<b>7,230,513</b>	<b>7,195,441</b>	<b>(35,072)</b>	<b>-0.49%</b>
<b>Cemetery</b>	<b>326,348</b>	<b>252,578</b>	<b>(73,770)</b>	<b>-22.60%</b>
<b>Total Human Services</b>	<b>326,348</b>	<b>252,578</b>	<b>(73,770)</b>	<b>-22.60%</b>
<b>Park Department</b>	<b>2,216,135</b>	<b>2,382,697</b>	<b>166,562</b>	<b>7.52%</b>
<b>Senior Center</b>	<b>181,880</b>	<b>181,341</b>	<b>(539)</b>	<b>-0.30%</b>
<b>Total Culture/Recreation</b>	<b>2,398,015</b>	<b>2,564,038</b>	<b>166,023</b>	<b>6.92%</b>
<b>City Development</b>	<b>247,070</b>	<b>269,962</b>	<b>22,892</b>	<b>9.27%</b>
<b>Interfund Transfers</b>	<b>7,060</b>	<b>4,000</b>	<b>(3,060)</b>	<b>-43.34%</b>
<b>Uncollectible Receivables</b>	<b>15,000</b>	<b>15,000</b>	<b>-</b>	<b>0.00%</b>
<b>Total General Fund</b>	<b>35,519,455</b>	<b>35,872,157</b>	<b>352,702</b>	<b>0.99%</b>

	<u>2014 Approved</u> <u>Budget</u>	<u>2015 Executive</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>% Increase/</u> <u>(Decrease)</u>
Meg Unit Fund	57,246	56,887	(359)	-0.63%
Mead Library Fund	3,061,876	3,065,754	3,878	0.13%
Tourism Fund	1,035,370	1,188,384	153,014	14.78%
Cable TV Franchise Fund	476,466	558,100	81,634	17.13%
Municipal Court Fund	1,092,000	1,113,500	21,500	1.97%
Ambulance Fund	1,058,000	1,208,000	150,000	14.18%
Special Assessment Fund	439,203	448,368	9,165	2.09%
Harbor Centre Marina Fund	1,019,995	1,024,995	5,000	0.49%
Redevelopment Authority Fund	10,500	11,300	800	7.62%
<b>Total Special Revenue Funds</b>	<b>8,250,656</b>	<b>8,675,288</b>	<b>424,632</b>	<b>5.15%</b>
G O Debt Service Fund	4,418,193	4,480,653	62,460	1.41%
TID VI Debt Service Fund	1,863,051	1,803,048	(60,003)	-3.22%
TID V Debt Service Fund	4,401	5,039	638	14.50%
TID VII Debt Service Fund	147,870	149,664	1,794	1.21%
TID X Debt Service Fund	251,051	252,762	1,711	0.68%
TID XI Debt Service Fund	450,543	457,250	6,707	1.49%
TID XII Debt Service Fund	169,248	160,603	(8,645)	-5.11%
TID XIII Debt Service Fund	246,624	251,299	4,675	1.90%
TID KV Debt Service Fund	374,707	424,684	49,977	13.34%
TID XV Debt Service Fund	86,888	205,304	118,416	136.29%
TID E1 Debt Service Fund	161,495	162,963	1,468	0.91%
<b>Total Debt Service Funds</b>	<b>8,174,071</b>	<b>8,353,269</b>	<b>179,198</b>	<b>2.19%</b>
Industrial Park Fund	11,599	4,500	(7,099)	-61.20%
Capital Improvements Fund	2,000,000	3,000,000	1,000,000	50.00%
Transit Fund	511,547	511,547	-	0.00%
<b>Total Budget</b>	<b>54,467,328</b>	<b>56,416,761</b>	<b>1,949,433</b>	<b>3.58%</b>

**II**

3.2

R. O. No. 87-14-15. By CHIEF ADMINISTRATIVE OFFICER.  
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2014 original budget.

*Finance,  
Law & Soc,  
Pub Prot & Safety,*

*Pub. Wks.  
Sal & Grnd*

*Hendemann/Bolton  
to hold 1 failed on call  
of the roll.  
ays: Bolton, Hendemann, Hermann,  
matched, Van Akkern - 5  
naps: 10*

\_\_\_\_\_  
Chief Administrative Officer

*Amended  
refer to Finance*

	<b>2014 Approved Budget</b>	<b>2015 Executive Budget</b>	<b>Increase/ (Decrease)</b>	<b>% Increase/ (Decrease)</b>
<b>Enterprise Funds</b>				
Wastewater Fund	9,053,070	9,219,519	166,449	1.84%
Boat Facilities Fund	124,263	124,261	(2)	0.00%
Parking Utility Fund	501,856	431,778	(70,078)	-13.96%
Transit Utility Fund	3,616,780	3,643,590	26,810	0.74%
<b>Total Enterprise Funds</b>	<b>13,295,969</b>	<b>13,419,148</b>	<b>123,179</b>	<b>0.93%</b>
<b>Internal Service Funds</b>				
Motor Vehicle Fund	1,915,548	2,002,951	87,403	4.56%
Health Insurance Fund	8,145,822	8,235,786	89,964	1.10%
Liability Insurance Fund	577,200	577,000	(200)	-0.03%
Worker's Compensation Fund	467,004	609,405	142,401	30.49%
Information Systems Fund	895,648	849,520	(46,128)	-5.15%
<b>Total Internal Service Funds</b>	<b>12,001,222</b>	<b>12,274,662</b>	<b>273,440</b>	<b>2.28%</b>
<b>Trust Funds</b>				
Cemetery Perpetual Care Fund	10,500	13,796	3,296	31.39%
E H May Environmental Park Fund	34,000	23,375	(10,625)	-31.25%
Everhard/Forrer Trust Fund	14,000	62,500	48,500	346.43%
<b>Total Trust Funds</b>	<b>58,500</b>	<b>99,671</b>	<b>41,171</b>	<b>70.38%</b>



6.7

R. C. No. 154 - 14 - 15. By FINANCE. September 2, 2014.

Your Committee to whom was referred R. C. No. 138-14-15 by Public Works and R. O. No. 86-14-15 and R. O. 87-14-15 by the Chief Administrative Officer submitting the summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Project Funds and submitting the summary of the 2015 Budget requests for the Enterprise Funds, the Internal Service Funds and the Trust Funds; recommends that the budgets be approved.

*Lies over*

*Julie Kath*

*Rayl D. Ah*

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

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IV

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**VI**

6.5


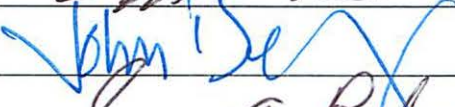
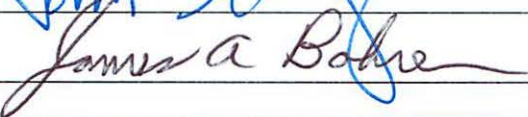
R. C. No. 138- 14 - 15. By PUBLIC WORKS. August 18, 2014.

Your Committee to whom was referred the following:

1. A copy of R. O. No. 86-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds; and
2. A copy of R. O. No. 87-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds;

recommends that the documents be accepted and adopted.

*Finance*

---

Committee

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

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

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

II

3.1

R. O. No. 86 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.  
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2014 original budget.

Finance,  
Law & Soc.,  
Pub. Prot & Safety,  
Pub. Works.  
H&L & Gravel

\_\_\_\_\_  
Chief Administrative Officer

Heckmann / Bohren  
to hold -  
failed on call of the  
roll:  
ages: Bohren, Heckmann, Hermann  
matched, Van Alphen - 5  
naps: 10

OK

	<u>2014 Approved</u> <u>Budget</u>	<u>2015 Executive</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>% Increase/</u> <u>(Decrease)</u>
<b>Revenue - General Fund</b>				
Taxes (Other than Property)	1,253,559	1,243,956	(9,603)	-0.77%
Licenses & Permits	676,895	706,344	29,449	4.35%
Intergovernmental Revenue	14,136,448	14,174,399	37,951	0.27%
Charges for Services	1,173,500	333,130	(840,370)	-71.61%
Fines & Forfeits	313,100	337,100	24,000	7.67%
Interest on Investments	255,150	192,350	(62,800)	-24.61%
Miscellaneous Revenue	129,500	121,668	(7,832)	-6.05%
Other Financing Sources	1,608,388	1,730,977	122,589	7.62%
<b>Total Revenue</b>	<b>19,546,540</b>	<b>18,839,924</b>	<b>(706,616)</b>	<b>-3.62%</b>
<b>Revenue - Mead Library</b>				
Intergovernmental Revenue	628,130	641,462	13,332	2.12%
Charges for Services	93,450	74,550	(18,900)	-20.22%
Miscellaneous Revenue	34,555	44,002	9,447	27.34%
<b>Total Revenue</b>	<b>756,135</b>	<b>760,014</b>	<b>3,879</b>	<b>0.51%</b>
<b>Revenue - Debt Service Fund</b>				
Interest on Investments	-	15,000	15,000	N/A
Pension Transfer	492,101	490,405	(1,696)	-0.34%
Transfer from Other Funds	1,039,203	1,088,359	49,156	4.73%
<b>Total Revenue</b>	<b>1,531,304</b>	<b>1,593,764</b>	<b>62,460</b>	<b>4.08%</b>
<b>City Tax Levy</b>				
General Fund	15,972,916	15,972,916	-	N/A
Mead Library Fund	2,305,741	2,305,741	-	N/A
Debt Service Fund	2,886,889	2,886,889	-	N/A
Transit Utility Fund	511,547	511,547	-	N/A
<b>Total City Tax Levy</b>	<b>21,677,093</b>	<b>21,677,093</b>	<b>-</b>	<b>N/A</b>

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
<b>General Fund</b>				
<b>Department</b>				
Council	117,974	127,818	9,844	8.34%
Mayor	406,862	504,637	97,775	24.03%
City Clerk	376,104	346,438	(29,666)	-7.89%
Elections	121,247	57,698	(63,549)	-52.41%
Finance	895,145	912,121	16,976	1.90%
Assessor	437,368	434,956	(2,412)	-0.55%
Human Resources	251,777	254,254	2,477	0.98%
City Attorney	442,828	452,339	9,511	2.15%
City Insurance	276,940	398,601	121,661	43.93%
City Buildings	852,962	805,266	(47,696)	-5.59%
Board of Review	2,150	1,450	(700)	-32.56%
Employee Benefits	345,911	345,111	(800)	-0.23%
<b>Total General Government</b>	<b>4,527,268</b>	<b>4,640,689</b>	<b>113,421</b>	<b>2.51%</b>
<b>Police</b>	<b>12,419,356</b>	<b>12,421,876</b>	<b>2,520</b>	<b>0.02%</b>
<b>Fire</b>	<b>7,715,356</b>	<b>7,818,428</b>	<b>103,072</b>	<b>1.34%</b>
<b>Building Inspection</b>	<b>619,609</b>	<b>671,240</b>	<b>51,631</b>	<b>8.33%</b>
<b>Emergency Operations</b>	<b>1,400</b>	<b>1,200</b>	<b>(200)</b>	<b>-14.29%</b>
<b>Civil Defense</b>	<b>12,460</b>	<b>17,705</b>	<b>5,245</b>	<b>42.09%</b>
<b>Total Public Protection</b>	<b>20,768,181</b>	<b>20,930,449</b>	<b>162,268</b>	<b>0.78%</b>
<b>Public Works</b>	<b>258,907</b>	<b>255,776</b>	<b>(3,131)</b>	<b>-1.21%</b>
<b>Engineering</b>	<b>515,681</b>	<b>525,266</b>	<b>9,585</b>	<b>1.86%</b>
<b>Streets</b>	<b>4,050,898</b>	<b>3,968,978</b>	<b>(81,920)</b>	<b>-2.02%</b>
<b>Sanitation</b>	<b>2,356,027</b>	<b>2,426,421</b>	<b>70,394</b>	<b>2.99%</b>
<b>Boat Facilities</b>	<b>30,000</b>	<b>-</b>	<b>(30,000)</b>	<b>-100.00%</b>
<b>Landfill</b>	<b>19,000</b>	<b>19,000</b>	<b>-</b>	<b>0.00%</b>
<b>Total Public Works</b>	<b>7,230,513</b>	<b>7,195,441</b>	<b>(35,072)</b>	<b>-0.49%</b>
<b>Cemetery</b>	<b>326,348</b>	<b>252,578</b>	<b>(73,770)</b>	<b>-22.60%</b>
<b>Total Human Services</b>	<b>326,348</b>	<b>252,578</b>	<b>(73,770)</b>	<b>-22.60%</b>
<b>Park Department</b>	<b>2,216,135</b>	<b>2,382,697</b>	<b>166,562</b>	<b>7.52%</b>
<b>Senior Center</b>	<b>181,880</b>	<b>181,341</b>	<b>(539)</b>	<b>-0.30%</b>
<b>Total Culture/Recreation</b>	<b>2,398,015</b>	<b>2,564,038</b>	<b>166,023</b>	<b>6.92%</b>
<b>City Development</b>	<b>247,070</b>	<b>269,962</b>	<b>22,892</b>	<b>9.27%</b>
<b>Interfund Transfers</b>	<b>7,060</b>	<b>4,000</b>	<b>(3,060)</b>	<b>-43.34%</b>
<b>Uncollectible Receivables</b>	<b>15,000</b>	<b>15,000</b>	<b>-</b>	<b>0.00%</b>
<b>Total General Fund</b>	<b>35,519,455</b>	<b>35,872,157</b>	<b>352,702</b>	<b>0.99%</b>

	<u>2014 Approved</u> <u>Budget</u>	<u>2015 Executive</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>% Increase/</u> <u>(Decrease)</u>
Meg Unit Fund	57,246	56,887	(359)	-0.63%
Mead Library Fund	3,061,876	3,065,754	3,878	0.13%
Tourism Fund	1,035,370	1,188,384	153,014	14.78%
Cable TV Franchise Fund	476,466	558,100	81,634	17.13%
Municipal Court Fund	1,092,000	1,113,500	21,500	1.97%
Ambulance Fund	1,058,000	1,208,000	150,000	14.18%
Special Assessment Fund	439,203	448,368	9,165	2.09%
Harbor Centre Marina Fund	1,019,995	1,024,995	5,000	0.49%
Redevelopment Authority Fund	10,500	11,300	800	7.62%
<b>Total Special Revenue Funds</b>	<b>8,250,656</b>	<b>8,675,288</b>	<b>424,632</b>	<b>5.15%</b>
G O Debt Service Fund	4,418,193	4,480,653	62,460	1.41%
TID VI Debt Service Fund	1,863,051	1,803,048	(60,003)	-3.22%
TID V Debt Service Fund	4,401	5,039	638	14.50%
TID VII Debt Service Fund	147,870	149,664	1,794	1.21%
TID X Debt Service Fund	251,051	252,762	1,711	0.68%
TID XI Debt Service Fund	450,543	457,250	6,707	1.49%
TID XII Debt Service Fund	169,248	160,603	(8,645)	-5.11%
TID XIII Debt Service Fund	246,624	251,299	4,675	1.90%
TID DXV Debt Service Fund	374,707	424,684	49,977	13.34%
TID XV Debt Service Fund	86,888	205,304	118,416	136.29%
TID E1 Debt Service Fund	161,495	162,963	1,468	0.91%
<b>Total Debt Service Funds</b>	<b>8,174,071</b>	<b>8,353,269</b>	<b>179,198</b>	<b>2.19%</b>
Industrial Park Fund	11,599	4,500	(7,099)	-61.20%
Capital Improvements Fund	2,000,000	3,000,000	1,000,000	50.00%
Transit Fund	511,547	511,547	-	0.00%
<b>Total Budget</b>	<b>54,467,328</b>	<b>56,416,761</b>	<b>1,949,433</b>	<b>3.58%</b>

**II**

3.2

R. O. No. 87-14-15. By CHIEF ADMINISTRATIVE OFFICER.  
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2014 original budget.

*Finance,  
Law & Lic,  
Pub Prot & Safety,  
Pub. Wks.,  
Sal & Grues*

\_\_\_\_\_  
Chief Administrative Officer

*Heidemann / Bohren  
to last, failed on call  
of the roll.  
ays: Bohren, Heidemann, Heidemann,  
matched, Van Aken - 5*

*map: 10*

*Ac*

	<b>2014 Approved Budget</b>	<b>2015 Executive Budget</b>	<b>Increase/ (Decrease)</b>	<b>% Increase/ (Decrease)</b>
<b>Enterprise Funds</b>				
Wastewater Fund	9,053,070	9,219,519	166,449	1.84%
Boat Facilities Fund	124,263	124,261	(2)	0.00%
Parking Utility Fund	501,856	431,778	(70,078)	-13.96%
Transit Utility Fund	3,616,780	3,643,590	26,810	0.74%
<b>Total Enterprise Funds</b>	<b>13,295,969</b>	<b>13,419,148</b>	<b>123,179</b>	<b>0.93%</b>
<b>Internal Service Funds</b>				
Motor Vehicle Fund	1,915,548	2,002,951	87,403	4.56%
Health Insurance Fund	8,145,822	8,235,786	89,964	1.10%
Liability Insurance Fund	577,200	577,000	(200)	-0.03%
Worker's Compensation Fund	467,004	609,405	142,401	30.49%
Information Systems Fund	895,648	849,520	(46,128)	-5.15%
<b>Total Internal Service Funds</b>	<b>12,001,222</b>	<b>12,274,662</b>	<b>273,440</b>	<b>2.28%</b>
<b>Trust Funds</b>				
Cemetery Perpetual Care Fund	10,500	13,796	3,296	31.39%
E H May Environmental Park Fund	34,000	23,375	(10,625)	-31.25%
Everhard/Forrer Trust Fund	14,000	62,500	48,500	346.43%
<b>Total Trust Funds</b>	<b>58,500</b>	<b>99,671</b>	<b>41,171</b>	<b>70.38%</b>

~~VI~~

6.8

R. C. No. 155- 14 - 15. By FINANCE. September 2, 2014.

Your Committee to whom was referred R. C. No. 139-14-15 by Finance and R. O. No. 86-14-15 and R. O. 87-14-15 by the Chief Administrative Officer submitting the summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Project Funds and submitting the summary of the 2015 Budget requests for the Enterprise Funds, the Internal Service Funds and the Trust Funds; recommends that the budgets be approved.

Lies over

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

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

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**VI**

6.6

R. C. No. 139- 14 - 15. By FINANCE. August 18, 2014.

Your Committee to whom was referred the following:

1. A copy of R. O. No. 86-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds; and
2. A copy of R. O. No. 87-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds;

recommends that the documents be accepted and adopted.

*Finance*

*DA*

*Roy D. G.*

*Julia Katch*

*John Gery*

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

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Handwritten notes or signatures in the lower right quadrant.

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II

3.1

R. O. No. 86 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.  
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2014 original budget.

Finance  
Law & Lic.  
Pub. Prot & Safety  
Pub Wks.  
Sal & Griev.

Chief Administrative Officer

~~Heidemann / Bokun  
to hold -  
failed on call of the  
roll:  
ages: Bokun, Heidemann, Hermon,  
mattered, Van Akken - 5  
naps: 10~~

OK

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	<u>2014 Approved</u> <u>Budget</u>	<u>2015 Executive</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>% Increase/</u> <u>(Decrease)</u>
<b>Revenue - General Fund</b>				
Taxes (Other than Property)	1,253,559	1,243,956	(9,603)	-0.77%
Licenses & Permits	676,895	706,344	29,449	4.35%
Intergovernmental Revenue	14,136,448	14,174,399	37,951	0.27%
Charges for Services	1,173,500	333,130	(840,370)	-71.61%
Fines & Forfeits	313,100	337,100	24,000	7.67%
Interest on Investments	255,150	192,350	(62,800)	-24.61%
Miscellaneous Revenue	129,500	121,668	(7,832)	-6.05%
Other Financing Sources	1,608,388	1,730,977	122,589	7.62%
<b>Total Revenue</b>	<b>19,546,540</b>	<b>18,839,924</b>	<b>(706,616)</b>	<b>-3.62%</b>
<b>Revenue - Mead Library</b>				
Intergovernmental Revenue	628,130	641,462	13,332	2.12%
Charges for Services	93,450	74,550	(18,900)	-20.22%
Miscellaneous Revenue	34,555	44,002	9,447	27.34%
<b>Total Revenue</b>	<b>756,135</b>	<b>760,014</b>	<b>3,879</b>	<b>0.51%</b>
<b>Revenue - Debt Service Fund</b>				
Interest on Investments	-	15,000	15,000	N/A
Pension Transfer	492,101	490,405	(1,696)	-0.34%
Transfer from Other Funds	1,039,203	1,088,359	49,156	4.73%
<b>Total Revenue</b>	<b>1,531,304</b>	<b>1,593,764</b>	<b>62,460</b>	<b>4.08%</b>
<b>City Tax Levy</b>				
General Fund	15,972,916	15,972,916	-	N/A
Mead Library Fund	2,305,741	2,305,741	-	N/A
Debt Service Fund	2,886,889	2,886,889	-	N/A
Transit Utility Fund	511,547	511,547	-	N/A
<b>Total City Tax Levy</b>	<b>21,677,093</b>	<b>21,677,093</b>	<b>-</b>	<b>N/A</b>

	<u>2014 Approved</u> <u>Budget</u>	<u>2015 Executive</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>% Increase/</u> <u>(Decrease)</u>
<b>General Fund</b>				
<b>Department</b>				
Council	117,974	127,818	9,844	8.34%
Mayor	406,862	504,637	97,775	24.03%
City Clerk	376,104	346,438	(29,666)	-7.89%
Elections	121,247	57,698	(63,549)	-52.41%
Finance	895,145	912,121	16,976	1.90%
Assessor	437,368	434,956	(2,412)	-0.55%
Human Resources	251,777	254,254	2,477	0.98%
City Attorney	442,828	452,339	9,511	2.15%
City Insurance	276,940	398,601	121,661	43.93%
City Buildings	852,962	805,266	(47,696)	-5.59%
Board of Review	2,150	1,450	(700)	-32.56%
Employee Benefits	345,911	345,111	(800)	-0.23%
<b>Total General Government</b>	<b>4,527,268</b>	<b>4,640,689</b>	<b>113,421</b>	<b>2.51%</b>
<b>Police</b>	<b>12,419,356</b>	<b>12,421,876</b>	<b>2,520</b>	<b>0.02%</b>
<b>Fire</b>	<b>7,715,356</b>	<b>7,818,428</b>	<b>103,072</b>	<b>1.34%</b>
<b>Building Inspection</b>	<b>619,609</b>	<b>671,240</b>	<b>51,631</b>	<b>8.33%</b>
<b>Emergency Operations</b>	<b>1,400</b>	<b>1,200</b>	<b>(200)</b>	<b>-14.29%</b>
<b>Civil Defense</b>	<b>12,460</b>	<b>17,705</b>	<b>5,245</b>	<b>42.09%</b>
<b>Total Public Protection</b>	<b>20,768,181</b>	<b>20,930,449</b>	<b>162,268</b>	<b>0.78%</b>
<b>Public Works</b>	<b>258,907</b>	<b>255,776</b>	<b>(3,131)</b>	<b>-1.21%</b>
<b>Engineering</b>	<b>515,681</b>	<b>525,266</b>	<b>9,585</b>	<b>1.86%</b>
<b>Streets</b>	<b>4,050,898</b>	<b>3,968,978</b>	<b>(81,920)</b>	<b>-2.02%</b>
<b>Sanitation</b>	<b>2,356,027</b>	<b>2,426,421</b>	<b>70,394</b>	<b>2.99%</b>
<b>Boat Facilities</b>	<b>30,000</b>	<b>-</b>	<b>(30,000)</b>	<b>-100.00%</b>
<b>Landfill</b>	<b>19,000</b>	<b>19,000</b>	<b>-</b>	<b>0.00%</b>
<b>Total Public Works</b>	<b>7,230,513</b>	<b>7,195,441</b>	<b>(35,072)</b>	<b>-0.49%</b>
<b>Cemetery</b>	<b>326,348</b>	<b>252,578</b>	<b>(73,770)</b>	<b>-22.60%</b>
<b>Total Human Services</b>	<b>326,348</b>	<b>252,578</b>	<b>(73,770)</b>	<b>-22.60%</b>
<b>Park Department</b>	<b>2,216,135</b>	<b>2,382,697</b>	<b>166,562</b>	<b>7.52%</b>
<b>Senior Center</b>	<b>181,880</b>	<b>181,341</b>	<b>(539)</b>	<b>-0.30%</b>
<b>Total Culture/Recreation</b>	<b>2,398,015</b>	<b>2,564,038</b>	<b>166,023</b>	<b>6.92%</b>
<b>City Development</b>	<b>247,070</b>	<b>269,962</b>	<b>22,892</b>	<b>9.27%</b>
<b>Interfund Transfers</b>	<b>7,060</b>	<b>4,000</b>	<b>(3,060)</b>	<b>-43.34%</b>
<b>Uncollectible Receivables</b>	<b>15,000</b>	<b>15,000</b>	<b>-</b>	<b>0.00%</b>
<b>Total General Fund</b>	<b>35,519,455</b>	<b>35,872,157</b>	<b>352,702</b>	<b>0.99%</b>

	<u>2014 Approved</u> <u>Budget</u>	<u>2015 Executive</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>% Increase/</u> <u>(Decrease)</u>
Meg Unit Fund	57,246	56,887	(359)	-0.63%
Mead Library Fund	3,061,876	3,065,754	3,878	0.13%
Tourism Fund	1,035,370	1,188,384	153,014	14.78%
Cable TV Franchise Fund	476,466	558,100	81,634	17.13%
Municipal Court Fund	1,092,000	1,113,500	21,500	1.97%
Ambulance Fund	1,058,000	1,208,000	150,000	14.18%
Special Assessment Fund	439,203	448,368	9,165	2.09%
Harbor Centre Marina Fund	1,019,995	1,024,995	5,000	0.49%
Redevelopment Authority Fund	10,500	11,300	800	7.62%
<b>Total Special Revenue Funds</b>	<b>8,250,656</b>	<b>8,675,288</b>	<b>424,632</b>	<b>5.15%</b>
G O Debt Service Fund	4,418,193	4,480,653	62,460	1.41%
TID VI Debt Service Fund	1,863,051	1,803,048	(60,003)	-3.22%
TID V Debt Service Fund	4,401	5,039	638	14.50%
TID VII Debt Service Fund	147,870	149,664	1,794	1.21%
TID X Debt Service Fund	251,051	252,762	1,711	0.68%
TID XI Debt Service Fund	450,543	457,250	6,707	1.49%
TID XII Debt Service Fund	169,248	160,603	(8,645)	-5.11%
TID XIII Debt Service Fund	246,624	251,299	4,675	1.90%
TID DXV Debt Service Fund	374,707	424,684	49,977	13.34%
TID XV Debt Service Fund	86,888	205,304	118,416	136.29%
TID E1 Debt Service Fund	161,495	162,963	1,468	0.91%
<b>Total Debt Service Funds</b>	<b>8,174,071</b>	<b>8,353,269</b>	<b>179,198</b>	<b>2.19%</b>
Industrial Park Fund	11,599	4,500	(7,099)	-61.20%
Capital Improvements Fund	2,000,000	3,000,000	1,000,000	50.00%
Transit Fund	511,547	511,547	-	0.00%
<b>Total Budget</b>	<b>54,467,328</b>	<b>56,416,761</b>	<b>1,949,433</b>	<b>3.58%</b>

II

3.2

R. O. No. 87 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.  
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2014 original budget.

Finance,

Law & Lic,

Pub Prot & Safety,

Pub. Wks,

Sal & Griev.

Heidemann/Bobren  
to hold! failed on call  
of the roll.  
ays: Bobren, Heidemann, Heidemann,  
matched, Von Akken - 5

nays 10

Chief Administrative Officer

25

III

	2014 Approved	2015 Executive	Increase/	% Increase/
	Budget	Budget	(Decrease)	(Decrease)
<b>Enterprise Funds</b>				
Wastewater Fund	9,053,070	9,219,519	166,449	1.84%
Boat Facilities Fund	124,263	124,261	(2)	0.00%
Parking Utility Fund	501,856	431,778	(70,078)	-13.96%
Transit Utility Fund	3,616,780	3,643,590	26,810	0.74%
<b>Total Enterprise Funds</b>	<b>13,295,969</b>	<b>13,419,148</b>	<b>123,179</b>	<b>0.93%</b>
<b>Internal Service Funds</b>				
Motor Vehicle Fund	1,915,548	2,002,951	87,403	4.56%
Health Insurance Fund	8,145,822	8,235,786	89,964	1.10%
Liability Insurance Fund	577,200	577,000	(200)	-0.03%
Worker's Compensation Fund	467,004	609,405	142,401	30.49%
Information Systems Fund	895,648	849,520	(46,128)	-5.15%
<b>Total Internal Service Funds</b>	<b>12,001,222</b>	<b>12,274,662</b>	<b>273,440</b>	<b>2.28%</b>
<b>Trust Funds</b>				
Cemetery Perpetual Care Fund	10,500	13,796	3,296	31.39%
E H May Environmental Park Fund	34,000	23,375	(10,625)	-31.25%
Everhard/Forrer Trust Fund	14,000	62,500	48,500	346.43%
<b>Total Trust Funds</b>	<b>58,500</b>	<b>99,671</b>	<b>41,171</b>	<b>70.38%</b>



~~XI~~

6.9

R. C. No. 156- 14 - 15. By FINANCE. September 2, 2014.

Your Committee to whom was referred R. C. No. 140-14-15 by Law and Licensing and R. O. No. 86-14-15 and R. O. 87-14-15 by the Chief Administrative Officer submitting the summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Project Funds and submitting the summary of the 2015 Budget requests for the Enterprise Funds, the Internal Service Funds and the Trust Funds; recommends that the budgets be approved.

*See over*

	_____
Julie Kath	_____
	_____
	_____

Committee

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

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

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

IV

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**VI**

6.7

R. C. No. 140- 14 - 15. By LAW AND LICENSING. August 18, 2014.

Your Committee to whom was referred the following:

1. A copy of R. O. No. 86-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds; and
2. A copy of R. O. No. 87-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds;

recommends that the documents be accepted and adopted.

*Inance*

*Jodi Vander Weide*  
~~\_\_\_\_\_~~  
*Susan J. Zussard*  
 \_\_\_\_\_

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

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*[Faint, illegible handwriting]*

**II**

3.1

R. O. No. 86 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.  
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2014 original budget.

*Finance,*  
*Law & Public Safety,*  
*Pub. Prot & Safety,*  
*Pub. Wks.*  
*Sal & Griev.*

\_\_\_\_\_  
Chief Administrative Officer

*Heidermann / Bohm*  
*to hold -*  
*failed on call of the*  
*roll:*  
*Eyes: Bohm, Heidermann, Hermann,*  
*matched, Van Appen - 5*  
*map: 10*

	<u>2014 Approved</u> <u>Budget</u>	<u>2015 Executive</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>% Increase/</u> <u>(Decrease)</u>
<b>Revenue - General Fund</b>				
Taxes (Other than Property)	1,253,559	1,243,956	(9,603)	-0.77%
Licenses & Permits	676,895	706,344	29,449	4.35%
Intergovernmental Revenue	14,136,448	14,174,399	37,951	0.27%
Charges for Services	1,173,500	333,130	(840,370)	-71.61%
Fines & Forfeits	313,100	337,100	24,000	7.67%
Interest on Investments	255,150	192,350	(62,800)	-24.61%
Miscellaneous Revenue	129,500	121,668	(7,832)	-6.05%
Other Financing Sources	1,608,388	1,730,977	122,589	7.62%
<b>Total Revenue</b>	<b>19,546,540</b>	<b>18,839,924</b>	<b>(706,616)</b>	<b>-3.62%</b>
<b>Revenue - Mead Library</b>				
Intergovernmental Revenue	628,130	641,462	13,332	2.12%
Charges for Services	93,450	74,550	(18,900)	-20.22%
Miscellaneous Revenue	34,555	44,002	9,447	27.34%
<b>Total Revenue</b>	<b>756,135</b>	<b>760,014</b>	<b>3,879</b>	<b>0.51%</b>
<b>Revenue - Debt Service Fund</b>				
Interest on Investments	-	15,000	15,000	N/A
Pension Transfer	492,101	490,405	(1,696)	-0.34%
Transfer from Other Funds	1,039,203	1,088,359	49,156	4.73%
<b>Total Revenue</b>	<b>1,531,304</b>	<b>1,593,764</b>	<b>62,460</b>	<b>4.08%</b>
<b>City Tax Levy</b>				
General Fund	15,972,916	15,972,916	-	N/A
Mead Library Fund	2,305,741	2,305,741	-	N/A
Debt Service Fund	2,886,889	2,886,889	-	N/A
Transit Utility Fund	511,547	511,547	-	N/A
<b>Total City Tax Levy</b>	<b>21,677,093</b>	<b>21,677,093</b>	<b>-</b>	<b>N/A</b>

	<u>2014 Approved Budget</u>	<u>2015 Executive Budget</u>	<u>Increase/ (Decrease)</u>	<u>% Increase/ (Decrease)</u>
<b>General Fund</b>				
<b>Department</b>				
Council	117,974	127,818	9,844	8.34%
Mayor	406,862	504,637	97,775	24.03%
City Clerk	376,104	346,438	(29,666)	-7.89%
Elections	121,247	57,698	(63,549)	-52.41%
Finance	895,145	912,121	16,976	1.90%
Assessor	437,368	434,956	(2,412)	-0.55%
Human Resources	251,777	254,254	2,477	0.98%
City Attorney	442,828	452,339	9,511	2.15%
City Insurance	276,940	398,601	121,661	43.93%
City Buildings	852,952	805,266	(47,686)	-5.59%
Board of Review	2,150	1,450	(700)	-32.56%
Employee Benefits	345,911	345,111	(800)	-0.23%
<b>Total General Government</b>	<b>4,527,268</b>	<b>4,640,689</b>	<b>113,421</b>	<b>2.51%</b>
<b>Police</b>	<b>12,419,356</b>	<b>12,421,876</b>	<b>2,520</b>	<b>0.02%</b>
<b>Fire</b>	<b>7,715,356</b>	<b>7,818,428</b>	<b>103,072</b>	<b>1.34%</b>
<b>Building Inspection</b>	<b>619,609</b>	<b>671,240</b>	<b>51,631</b>	<b>8.33%</b>
<b>Emergency Operations</b>	<b>1,400</b>	<b>1,200</b>	<b>(200)</b>	<b>-14.29%</b>
<b>Civil Defense</b>	<b>12,460</b>	<b>17,705</b>	<b>5,245</b>	<b>42.09%</b>
<b>Total Public Protection</b>	<b>20,768,181</b>	<b>20,930,449</b>	<b>162,268</b>	<b>0.78%</b>
<b>Public Works</b>	<b>258,907</b>	<b>255,776</b>	<b>(3,131)</b>	<b>-1.21%</b>
<b>Engineering</b>	<b>515,681</b>	<b>525,266</b>	<b>9,585</b>	<b>1.86%</b>
<b>Streets</b>	<b>4,050,898</b>	<b>3,968,978</b>	<b>(81,920)</b>	<b>-2.02%</b>
<b>Sanitation</b>	<b>2,356,027</b>	<b>2,426,421</b>	<b>70,394</b>	<b>2.99%</b>
<b>Boat Facilities</b>	<b>30,000</b>	<b>-</b>	<b>(30,000)</b>	<b>-100.00%</b>
<b>Landfill</b>	<b>19,000</b>	<b>19,000</b>	<b>-</b>	<b>0.00%</b>
<b>Total Public Works</b>	<b>7,230,513</b>	<b>7,195,441</b>	<b>(35,072)</b>	<b>-0.49%</b>
<b>Cemetery</b>	<b>326,348</b>	<b>252,578</b>	<b>(73,770)</b>	<b>-22.60%</b>
<b>Total Human Services</b>	<b>326,348</b>	<b>252,578</b>	<b>(73,770)</b>	<b>-22.60%</b>
<b>Park Department</b>	<b>2,216,135</b>	<b>2,382,697</b>	<b>166,562</b>	<b>7.52%</b>
<b>Senior Center</b>	<b>181,880</b>	<b>181,341</b>	<b>(539)</b>	<b>-0.30%</b>
<b>Total Culture/Recreation</b>	<b>2,398,015</b>	<b>2,564,038</b>	<b>166,023</b>	<b>6.92%</b>
<b>City Development</b>	<b>247,070</b>	<b>269,962</b>	<b>22,892</b>	<b>9.27%</b>
<b>Interfund Transfers</b>	<b>7,060</b>	<b>4,000</b>	<b>(3,060)</b>	<b>-43.34%</b>
<b>Uncollectible Receivables</b>	<b>15,000</b>	<b>15,000</b>	<b>-</b>	<b>0.00%</b>
<b>Total General Fund</b>	<b>35,519,455</b>	<b>35,872,157</b>	<b>352,702</b>	<b>0.99%</b>

	<u>2014 Approved</u> <u>Budget</u>	<u>2015 Executive</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>% Increase/</u> <u>(Decrease)</u>
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Cable TV Franchise Fund	476,466	558,100	81,634	17.13%
Municipal Court Fund	1,092,000	1,113,500	21,500	1.97%
Ambulance Fund	1,058,000	1,208,000	150,000	14.18%
Special Assessment Fund	439,203	448,368	9,165	2.09%
Harbor Centre Marina Fund	1,019,995	1,024,995	5,000	0.49%
Redevelopment Authority Fund	10,500	11,300	800	7.62%
<b>Total Special Revenue Funds</b>	<b>8,250,656</b>	<b>8,675,288</b>	<b>424,632</b>	<b>5.15%</b>
G O Debt Service Fund	4,418,193	4,480,653	62,460	1.41%
TID VI Debt Service Fund	1,863,051	1,803,048	(60,003)	-3.22%
TID V Debt Service Fund	4,401	5,039	638	14.50%
TID VII Debt Service Fund	147,870	149,664	1,794	1.21%
TID X Debt Service Fund	251,051	252,762	1,711	0.68%
TID XI Debt Service Fund	450,543	457,250	6,707	1.49%
TID XII Debt Service Fund	169,248	160,603	(8,645)	-5.11%
TID XIII Debt Service Fund	246,624	251,299	4,675	1.90%
TID XV Debt Service Fund	374,707	424,684	49,977	13.34%
TID XV Debt Service Fund	86,888	205,304	118,416	136.29%
TID E1 Debt Service Fund	161,495	162,963	1,468	0.91%
<b>Total Debt Service Funds</b>	<b>8,174,071</b>	<b>8,353,269</b>	<b>179,198</b>	<b>2.19%</b>
Industrial Park Fund	11,599	4,500	(7,099)	-61.20%
Capital Improvements Fund	2,000,000	3,000,000	1,000,000	50.00%
Transit Fund	511,547	511,547	-	0.00%
<b>Total Budget</b>	<b>54,467,328</b>	<b>56,416,761</b>	<b>1,949,433</b>	<b>3.58%</b>

**II**

3.2

R. O. No. 87-14-15. By CHIEF ADMINISTRATIVE OFFICER.  
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2014 original budget.

*Finance,*  
*Law & Lic.*  
*Pub Prot. & Safety,*  
*Pub. Wks.*  
*Sal. & Grues*

\_\_\_\_\_  
Chief Administrative Officer

*Heidemann / Bohren*  
*to last, failed on call*  
*of the roll.*  
*eyes: Bohren, Heidemann, Heidemann,*  
*matched, Van Aken - 5*  
*map: 10*

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
<b>Enterprise Funds</b>				
Wastewater Fund	9,053,070	9,219,519	166,449	1.84%
Boat Facilities Fund	124,263	124,261	(2)	0.00%
Parking Utility Fund	501,856	431,778	(70,078)	-13.96%
Transit Utility Fund	3,616,780	3,643,590	26,810	0.74%
<b>Total Enterprise Funds</b>	<b>13,295,969</b>	<b>13,419,148</b>	<b>123,179</b>	<b>0.93%</b>
<b>Internal Service Funds</b>				
Motor Vehicle Fund	1,915,548	2,002,951	87,403	4.56%
Health Insurance Fund	8,145,822	8,235,786	89,964	1.10%
Liability Insurance Fund	577,200	577,000	(200)	-0.03%
Worker's Compensation Fund	467,004	609,405	142,401	30.49%
Information Systems Fund	895,648	849,520	(46,128)	-5.15%
<b>Total Internal Service Funds</b>	<b>12,001,222</b>	<b>12,274,662</b>	<b>273,440</b>	<b>2.28%</b>
<b>Trust Funds</b>				
Cemetery Perpetual Care Fund	10,500	13,796	3,296	31.39%
E H May Environmental Park Fund	34,000	23,375	(10,625)	-31.25%
Everhard/Forrer Trust Fund	14,000	62,500	48,500	346.43%
<b>Total Trust Funds</b>	<b>58,500</b>	<b>99,671</b>	<b>41,171</b>	<b>70.38%</b>

~~XII~~

6.10

R. C. No. 157 - 14 - 15. By FINANCE. September 2, 2014.

Your Committee to whom was referred R. C. No. 141-14-15 by Salaries and Grievances and R. O. No. 86-14-15 and R. O. 87-14-15 by the Chief Administrative Officer submitting the summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds and the Capital Project Funds and submitting the summary of the 2015 Budget requests for the Enterprise Funds, the Internal Service Funds and the Trust Funds; recommends that the budgets be approved.

*Lies over*

*[Handwritten Signature]*

*Julie Kath*

*[Handwritten Signature]*

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

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IV

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10/2/5

**VI**

6.8

R. C. No. 141 - 14 - 15. By SALARIES AND GRIEVANCES. August 18, 2014.

Your Committee to whom was referred the following:

1. A copy of R. O. No. 86-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds; and
2. A copy of R. O. No. 87-14-15 by the Chief Administrative Officer submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds;

recommends that the documents be accepted and adopted.

*Finance*

*James A. Brh*  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

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

8.1

IV

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**II**

3.1

R. O. No. 86 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.  
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the General Fund, the Special Revenue Funds, the Debt Service Funds, and the Capital Project Funds. The comparison is to the 2014 original budget.

Finance,  
Law & Pub,  
Pub. Prot & Safety,  
Pub. Wks.  
Sal & Griev.

\_\_\_\_\_  
Chief Administrative Officer

Heidermann / Bohren  
to hold  
failed on call of the  
roll:  
Ages: Bohren, Heidermann, Hermann,  
matched, Van Alphen - 5  
Hays: 10  
As & File

	<u>2014 Approved</u> <u>Budget</u>	<u>2015 Executive</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>% Increase/</u> <u>(Decrease)</u>
<b>Revenue - General Fund</b>				
Taxes (Other than Property)	1,253,559	1,243,956	(9,603)	-0.77%
Licenses & Permits	676,895	706,344	29,449	4.35%
Intergovernmental Revenue	14,136,448	14,174,399	37,951	0.27%
Charges for Services	1,173,500	333,130	(840,370)	-71.61%
Fines & Forfeits	313,100	337,100	24,000	7.67%
Interest on Investments	255,150	192,350	(62,800)	-24.61%
Miscellaneous Revenue	129,500	121,668	(7,832)	-6.05%
Other Financing Sources	1,608,388	1,730,977	122,589	7.62%
<b>Total Revenue</b>	<b>19,546,540</b>	<b>18,839,924</b>	<b>(706,616)</b>	<b>-3.62%</b>
<b>Revenue - Mead Library</b>				
Intergovernmental Revenue	628,130	641,462	13,332	2.12%
Charges for Services	93,450	74,550	(18,900)	-20.22%
Miscellaneous Revenue	34,555	44,002	9,447	27.34%
<b>Total Revenue</b>	<b>756,135</b>	<b>760,014</b>	<b>3,879</b>	<b>0.51%</b>
<b>Revenue - Debt Service Fund</b>				
Interest on Investments	-	15,000	15,000	N/A
Pension Transfer	492,101	490,405	(1,696)	-0.34%
Transfer from Other Funds	1,039,203	1,088,359	49,156	4.73%
<b>Total Revenue</b>	<b>1,531,304</b>	<b>1,593,764</b>	<b>62,460</b>	<b>4.08%</b>
<b>City Tax Levy</b>				
General Fund	15,972,916	15,972,916	-	N/A
Mead Library Fund	2,305,741	2,305,741	-	N/A
Debt Service Fund	2,886,889	2,886,889	-	N/A
Transit Utility Fund	511,547	511,547	-	N/A
<b>Total City Tax Levy</b>	<b>21,677,093</b>	<b>21,677,093</b>	<b>-</b>	<b>N/A</b>

	2014 Approved Budget	2015 Executive Budget	Increase/ (Decrease)	% Increase/ (Decrease)
<b>General Fund</b>				
<b>Department</b>				
Council	117,974	127,818	9,844	8.34%
Mayor	406,862	504,637	97,775	24.03%
City Clerk	376,104	346,438	(29,666)	-7.89%
Elections	121,247	57,698	(63,549)	-52.41%
Finance	895,145	912,121	16,976	1.90%
Assessor	437,368	434,956	(2,412)	-0.55%
Human Resources	251,777	254,254	2,477	0.98%
City Attorney	442,828	452,339	9,511	2.15%
City Insurance	276,940	398,601	121,661	43.93%
City Buildings	852,962	805,266	(47,696)	-5.59%
Board of Review	2,150	1,450	(700)	-32.56%
Employee Benefits	345,911	345,111	(800)	-0.23%
<b>Total General Government</b>	<b>4,527,268</b>	<b>4,640,689</b>	<b>113,421</b>	<b>2.51%</b>
<b>Police</b>	<b>12,419,356</b>	<b>12,421,876</b>	<b>2,520</b>	<b>0.02%</b>
<b>Fire</b>	<b>7,715,356</b>	<b>7,818,428</b>	<b>103,072</b>	<b>1.34%</b>
<b>Building Inspection</b>	<b>619,609</b>	<b>671,240</b>	<b>51,631</b>	<b>8.33%</b>
<b>Emergency Operations</b>	<b>1,400</b>	<b>1,200</b>	<b>(200)</b>	<b>-14.29%</b>
<b>Civil Defense</b>	<b>12,460</b>	<b>17,705</b>	<b>5,245</b>	<b>42.09%</b>
<b>Total Public Protection</b>	<b>20,768,181</b>	<b>20,930,449</b>	<b>162,268</b>	<b>0.78%</b>
<b>Public Works</b>	<b>258,907</b>	<b>255,776</b>	<b>(3,131)</b>	<b>-1.21%</b>
<b>Engineering</b>	<b>515,681</b>	<b>525,266</b>	<b>9,585</b>	<b>1.86%</b>
<b>Streets</b>	<b>4,050,898</b>	<b>3,968,978</b>	<b>(81,920)</b>	<b>-2.02%</b>
<b>Sanitation</b>	<b>2,356,027</b>	<b>2,426,421</b>	<b>70,394</b>	<b>2.99%</b>
<b>Boat Facilities</b>	<b>30,000</b>	<b>-</b>	<b>(30,000)</b>	<b>-100.00%</b>
<b>Landfill</b>	<b>19,000</b>	<b>19,000</b>	<b>-</b>	<b>0.00%</b>
<b>Total Public Works</b>	<b>7,230,513</b>	<b>7,195,441</b>	<b>(35,072)</b>	<b>-0.49%</b>
<b>Cemetery</b>	<b>326,348</b>	<b>252,578</b>	<b>(73,770)</b>	<b>-22.60%</b>
<b>Total Human Services</b>	<b>326,348</b>	<b>252,578</b>	<b>(73,770)</b>	<b>-22.60%</b>
<b>Park Department</b>	<b>2,216,135</b>	<b>2,382,697</b>	<b>166,562</b>	<b>7.52%</b>
<b>Senior Center</b>	<b>181,880</b>	<b>181,341</b>	<b>(539)</b>	<b>-0.30%</b>
<b>Total Culture/Recreation</b>	<b>2,398,015</b>	<b>2,564,038</b>	<b>166,023</b>	<b>6.92%</b>
<b>City Development</b>	<b>247,070</b>	<b>269,962</b>	<b>22,892</b>	<b>9.27%</b>
<b>Interfund Transfers</b>	<b>7,060</b>	<b>4,000</b>	<b>(3,060)</b>	<b>-43.34%</b>
<b>Uncollectible Receivables</b>	<b>15,000</b>	<b>15,000</b>	<b>-</b>	<b>0.00%</b>
<b>Total General Fund</b>	<b>35,519,455</b>	<b>35,872,157</b>	<b>352,702</b>	<b>0.99%</b>

	<u>2014 Approved</u> <u>Budget</u>	<u>2015 Executive</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>% Increase/</u> <u>(Decrease)</u>
Meg Unit Fund	57,246	56,887	(359)	-0.63%
Mead Library Fund	3,051,876	3,065,754	3,878	0.13%
Tourism Fund	1,035,370	1,188,384	153,014	14.78%
Cable TV Franchise Fund	476,466	558,100	81,634	17.13%
Municipal Court Fund	1,092,000	1,113,500	21,500	1.97%
Ambulance Fund	1,058,000	1,208,000	150,000	14.18%
Special Assessment Fund	439,203	448,368	9,165	2.09%
Harbor Centre Marina Fund	1,019,995	1,024,995	5,000	0.49%
Redevelopment Authority Fund	10,500	11,300	800	7.62%
<b>Total Special Revenue Funds</b>	<b>8,250,656</b>	<b>8,675,288</b>	<b>424,632</b>	<b>5.15%</b>
G O Debt Service Fund	4,418,193	4,480,653	62,460	1.41%
TID VI Debt Service Fund	1,863,051	1,803,048	(60,003)	-3.22%
TID V Debt Service Fund	4,401	5,039	638	14.50%
TID VII Debt Service Fund	147,870	149,664	1,794	1.21%
TID X Debt Service Fund	251,051	252,762	1,711	0.68%
TID XI Debt Service Fund	450,543	457,250	6,707	1.49%
TID XII Debt Service Fund	169,248	160,603	(8,645)	-5.11%
TID XIII Debt Service Fund	246,624	251,299	4,675	1.90%
TID XV Debt Service Fund	374,707	424,684	49,977	13.34%
TID XV Debt Service Fund	86,888	205,304	118,416	136.29%
TID E1 Debt Service Fund	161,495	162,963	1,468	0.91%
<b>Total Debt Service Funds</b>	<b>8,174,071</b>	<b>8,353,269</b>	<b>179,198</b>	<b>2.19%</b>
Industrial Park Fund	11,599	4,500	(7,099)	-61.20%
Capital Improvements Fund	2,000,000	3,000,000	1,000,000	50.00%
Transit Fund	511,547	511,547	-	0.00%
<b>Total Budget</b>	<b>54,467,328</b>	<b>56,416,761</b>	<b>1,949,433</b>	<b>3.58%</b>

**II**

3.2

R. O. No. 87 - 14 - 15. By CHIEF ADMINISTRATIVE OFFICER.  
July 21, 2014.

Submitting the attached summary of the 2015 Budget Requests for the Enterprise Funds, the Internal Service Funds, and the Trust Funds. The comparison is to the 2014 original budget.

Finance,  
Law & Lic,  
Pub Prot & Safety,

\_\_\_\_\_  
Chief Administrative Officer

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	<b>2014 Approved Budget</b>	<b>2015 Executive Budget</b>	<b>Increase/ (Decrease)</b>	<b>% Increase/ (Decrease)</b>
<b>Enterprise Funds</b>				
Wastewater Fund	9,053,070	9,219,519	166,449	1.84%
Boat Facilities Fund	124,263	124,261	(2)	0.00%
Parking Utility Fund	501,856	431,778	(70,078)	-13.96%
Transit Utility Fund	3,616,780	3,643,590	26,810	0.74%
<b>Total Enterprise Funds</b>	<b>13,295,969</b>	<b>13,419,148</b>	<b>123,179</b>	<b>0.93%</b>
<b>Internal Service Funds</b>				
Motor Vehicle Fund	1,915,548	2,002,951	87,403	4.56%
Health Insurance Fund	8,145,822	8,235,786	89,964	1.10%
Liability Insurance Fund	577,200	577,000	(200)	-0.03%
Worker's Compensation Fund	467,004	609,405	142,401	30.49%
Information Systems Fund	895,648	849,520	(46,128)	-5.15%
<b>Total Internal Service Funds</b>	<b>12,001,222</b>	<b>12,274,662</b>	<b>273,440</b>	<b>2.28%</b>
<b>Trust Funds</b>				
Cemetery Perpetual Care Fund	10,500	13,796	3,296	31.39%
E H May Environmental Park Fund	34,000	23,375	(10,625)	-31.25%
Everhard/Forrer Trust Fund	14,000	62,500	48,500	346.43%
<b>Total Trust Funds</b>	<b>58,500</b>	<b>99,671</b>	<b>41,171</b>	<b>70.38%</b>



5.5

Res. No. 65 14-15. By Alderpersons Hammond, Belanger,  
Carlson and Donohue. September 2, 2015

A RESOLUTION ordering the 2015 Budget appropriations for the City of Sheboygan funds.

RESOLVED: That the total appropriations be established as the 2015 Budget as follows:

REVENUE	Enterprise Funds	Internal Service Funds	Trust & Agency Funds
Public Charges for Services	\$ 15,879,624	\$ 10,962,109	\$ 31,271
Interest on Investments	68,077	17,455	896
Interfund Transfers	8,500		
Intergovernmental Revenue	25,000	1,186,405	
Miscellaneous Revenue	276,702	38	67,504
Operating Subsidy	2,720,120		
Licenses & Permits	52,000		
Special Assessments	150,028		
Fund Equity Applied	2,825,945	108,655	
<b>TOTAL REVENUE</b>	<b>\$ 22,005,996</b>	<b>\$ 12,274,662</b>	<b>\$ 99,671</b>
<b>EXPENDITURES</b>			
General Government		\$ 10,182,732	
Public Works	\$ 6,900,469	1,877,951	
Culture/Recreation	3,447		\$ 85,875
Conservation/Development	4,000		
Parking/Transit Utility	4,045,921		
Water Utility	8,695,099		
Interfund Transfer	225,000	125,000	4,000
Debt Retirement	1,043,135		
Depreciation	1,088,925	64,673	
Equity Increase		24,306	9,796
<b>TOTAL EXPENDITURES</b>	<b>\$ 22,005,996</b>	<b>\$ 12,274,662</b>	<b>\$ 99,671</b>

*Lisover*

BE IT FURTHER RESOLVED: That the appropriations shall be outlined in the following individual funds:

**ENTERPRISE FUNDS**

601	Wastewater System Fund	\$	9,111,268
611	Boat Facilities Fund	\$	124,261
650	Parking Utility Fund	\$	431,778
651	Transit Utility Fund	\$	3,643,590
	Water Utility Fund	\$	8,695,099

**INTERNAL SERVICE FUNDS**

701	Motor Vehicle Fund	\$	2,002,951
704	Insurance-Health Fund	\$	8,235,786
705	Insurance-Liability Fund	\$	577,000
706	Insurance-Worker's Compensation Fund	\$	609,405
707	Information Systems Fund	\$	849,520

**TRUST & AGENCY FUNDS**



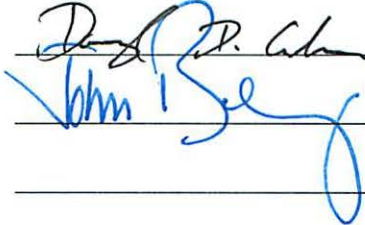
805	Cemetery Perpetual Care Fund	\$	13,796
806	E H May Environmental Park Fund	\$	23,375
850	Library - Everhard/Forrer Trust Fund	\$	62,500

(Continued)

Res. No.       - 14 - 15      . By Alderpersons Hammond, Belanger, Carlson and Donohue. September 2, 2014.

**SIGNATURE PAGE**

(A Resolution ordering the 2015 Budget appropriations for the City of Sheboygan Funds)

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

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

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

5.4

XI

64

Res. No. 64 14-15. By Alderpersons Hammond, Belanger, Carlson, Donohue. September 2, 2015

A RESOLUTION ordering the 2015 Budget appropriations and the 2014 Tax Levy for use during the calendar year 2015.

RESOLVED: That there shall be levied on all taxable property, both real and personal, within the corporation limits of the City of Sheboygan, Wisconsin as listed in the 2014 assessment roll, the amount of \$15,972,916 for the General Fund, the amount of \$2,305,741 for the Library Fund, the amount of \$2,886,889 for the Debt Service Funds, and the amount of \$511,547 for the Transit Utility Fund. The total tax levy shall be \$21,677,093.

REVENUE	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Transit Utility Fund	Total
City Tax Levy	\$ 15,972,916	\$ 2,305,741	\$ 2,886,889	\$ -	\$ 511,547	\$ 21,677,093
Taxes (Other than Property)	1,243,956	1,199,684	3,209,802	-	-	5,653,442
Licenses & Permits	706,344	550,000	-	-	-	1,256,344
Intergovernmental Revenue	14,174,399	707,349	43,696	-	-	14,925,444
Charges for Services	1,202,130	2,117,150	-	-	-	3,319,280
Special Assessments	-	276,326	-	-	-	276,326
Fines & Forfeits	337,100	1,109,000	-	-	-	1,446,100
Interest on Investments	190,000	3,000	31,221	-	-	224,221
Miscellaneous Revenue	124,018	53,389	490,406	-	-	667,813
Other Financing Sources	1,730,977	-	1,402,259	3,000,000	-	6,133,236
Sub-Total	35,681,840	8,321,639	8,064,273	3,000,000	511,547	55,579,299
Fund Equity Applied	-	353,649	288,996	4,500	-	647,145
<b>TOTAL REVENUE</b>	<b>\$ 35,681,840</b>	<b>\$ 8,675,288</b>	<b>\$ 8,353,269</b>	<b>\$ 3,004,500</b>	<b>\$ 511,547</b>	<b>\$ 56,226,444</b>

EXPENDITURES

General Government	\$ 4,608,088	\$ 662,134	\$ 1,500	\$ -	\$ -	\$ 5,271,722
Public Protection/Safety	20,841,236	719,713	-	-	-	21,560,949
Public Works	7,153,407	1,024,995	-	-	-	8,178,402
Health and Human Services	249,012	-	-	-	-	249,012
Culture/Recreation	2,544,523	3,705,536	-	-	-	6,250,059

Plus over

Conservation/Development	266,574	11,300	798,818	-	-	1,076,692
Capital Outlay	-		-	3,000,000	-	3,000,000
Debt Expense	15,000		6,589,460	-	-	6,604,460
Interfund Transfers	4,000	2,451,775	914,071	4,500	-	3,374,346
Transit Utility	-		-	-	511,547	511,547
Fund Balances Applied	-	<u>99,835</u>	<u>49,420</u>	-	-	<u>149,255</u>
<b>TOTAL EXPENDITURES</b>	<b>\$ 35,681,840</b>	<b>\$ 8,675,288</b>	<b>\$ 8,353,269</b>	<b>\$ 3,004,500</b>	<b>\$ 511,547</b>	<b>\$ 56,226,444</b>

BE IT FURTHER RESOLVED: That the tax so levied shall be outlined in the following appropriations:

Org Code	Department Name	Appropriation
10110100	Council	\$ 127,818
10110200	Mayor	503,471
10110300	City Clerk	345,394
10110400	Elections	57,698
10110500	Finance	906,485
10110600	Assessor	430,486
10110800	Human Resources	252,782
10110900	City Attorney	447,869
10111010	City Insurance	398,601
10111210	City Buildings	796,031
10111310	Board of Review	1,450
10119990	Employee Benefits	<u>340,003</u>
	Total General Government	4,608,088
10121100	Police	12,337,886
10122100	Fire	7,801,175
10123100	Building Inspection	682,520
10124100	Emergency Operations	1,200
10125100	Civil Defense	<u>18,455</u>
	Total Public Protection/Safety	20,841,236

10131100	Public Works Administration	253,144
10132100	Engineering	521,209
10133000	Streets Department	3,947,654
10134000	Sanitation	2,412,400
10135100	Incinerator	<u>19,000</u>
	Total Public Works	7,153,407
10143100	Cemetery	<u>249,012</u>
	Total Human Services	249,012
10153100	Park Department	2,363,999
10156100	Senior Citizens Center	<u>180,524</u>
	Total Culture/Recreation	2,544,523
10161100	City Development	<u>266,574</u>
	Total Conservation/Development	266,574
10181600	Intergovernmental Transfer	<u>4,000</u>
	Total Intergovernmental Transfers	4,000
10199200	Uncollectible Receivables Accounts	<u>15,000</u>
	Total Miscellaneous	15,000
	General Fund Total	<u>\$ 35,681,840</u>
	Special Revenue Funds	
	Police MEG Unit Fund	\$ 56,887
	Mead Library Fund	3,065,754
	Tourism Promotion Fund	1,188,384
	Cable TV Franchise Fund	558,100
	Municipal Court Fund	1,113,500
	Ambulance Fund	1,208,000
	Special Assessment Fund	448,368

Harbor Centre Marina Fund	1,024,995
Redevelopment Authority Fund	11,300
Debt Service Funds	
General Obligation Bonds Fund	4,480,653
TID VI Debt Service Fund	1,803,048
TID V Debt Service Fund	5,039
TID VII Debt Service Fund	149,664
TID X Debt Service Fund	252,762
TID XI Debt Service Fund	457,250
TID XII Debt Service Fund	160,603
TID XIII Debt Service Fund	251,299
TID XIV Debt Service Fund	424,684
TID XV Debt Service Fund	205,304
Environmental TID Debt Service Fund	162,963
Capital Project Funds	
Industrial Park Fund	4,500
Capital Improvements Fund	3,000,000
Transit Utility Fund	<u>511,547</u>
	<u>\$ 56,226,444</u>



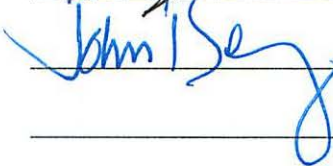
BE IT FURTHER RESOLVED: That the City Tax Levy of \$21,677,093 plus the TID No. V, VI, VII, X, XI, XII, XIII, and Environmental TID increment of \$ be based on the assessed valuation of \$ established the tax rate for City purposes of \$ for each thousand dollars of assessed valuation.

(Continued)

Res. No.       - 14 - 15      . By Alderpersons Hammond, Belanger, Carlson and Donohue. September 2, 2014.

**SIGNATURE PAGE**

(A Resolution ordering the 2015 Budget appropriations and the 2014 Tax Levy for use during the calendar year 2015.)

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

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

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

II

Other Matters

8.1

R. O. No. \_\_\_\_\_ - 14 - 15. By CITY CLERK. October 20, 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

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. 8<sup>th</sup> St. from Dean Dayton to David Black.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3096	Down Under Music Bar	723 Center Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0584	Barta, Abbigail L.	100 Pony Lane, Plymouth
0589	Bartels, Jensen N.	505 Trowbridge Ct., Sheb. Falls
0585	Bullock, Alicia K.	1331 Lenz Ct.
0590	Cobb, Mary C.	3201 N. 27 <sup>th</sup> St.
0574	Dejong, Kimberly M.	704 Broughton Dr., #3
8679	DelaCruz, Juan C.	629 Dillingham Ave.
0582	Goetsch, Jeff D.	2304 Martin Ave.
6916	Gruenke, Rebecca M.	1412 Union Ave.
0587	Marre, Kendra J.	723 Center Ave.
0575	Temby, Ian D.	3017 S. 12 <sup>th</sup> St.
0586	Wagner, Jessica A.	4910 Benley Ct., Manitowoc
0588	Widder, Kasey M.	1618 N. Sunny Slope Dr., Mt. Pleasant
0591	Wilkinson, Brenna R.	2217 Terrace View Dr., 3D
0583	Zasada, Tayna L.	W2471 Cty. Rd. K, Random Lake

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0581	Gonzalez Arreola, Leyda	909 Kentucky Ave.
0573	Geldenhuis, Ezelle	2003 Cooper Ave.
9522	Metzner, Tyler M.	1013 Pershing Ave.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
6090	Allmann, Michele R.	2016 N. 8 <sup>th</sup> 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. 15 <sup>th</sup> St.
9554	Champeau, Joseph P.	1821 S. 15 <sup>th</sup> St.
1204	Cotter Jr., Donald G.	1422A N. 10 <sup>th</sup> St.
7788	DeGroat, Shawn	1614 S. 9 <sup>th</sup> St.
9313	Demeuse, Robert J.	1718-2 Mallard Ave., Sheb. Falls
5224	Gaumer, Michael B.	2127 N. 10 <sup>th</sup> St.
9714	Gering, Kevin W.	2406 Main Ave.
5170	Gilbertson, Stephen J.	1216 N. 29 <sup>th</sup> St.
8112	Gohr, Trevor M.	4213 Autumn Ct.
6725	Harrison, Renee H.	219 E 1 <sup>st</sup> St., Waldo
9948	Hernickle, Pamela A.	3145 Calumet Dr.
0211	Herren, Richard E.	1328 McArthur Ave.
0266	Isherwood, Seleena M.	704 N. 14 <sup>th</sup> St.
0321	James, Asher DR	1436 Erie Ave.
0256	Krueger, Mark A.	1444A S. 19 <sup>th</sup> 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.
7666	Parisek Jr., James K.	1326 Geele Ave.
7805	Reiner, Michael G.	2419 N. 29 <sup>th</sup> St.
9044	Ringel, Tammy L.	1511 N. 8 <sup>th</sup> St.
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.
6948	Schneider, Gordon J.	2223 S. 7 <sup>th</sup> St.
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. 22 <sup>nd</sup> St.
9351	Yera, Javier F.	1127 N. 8 <sup>th</sup> St.

II

Other Matters

8.2

R. O. No. \_\_\_\_\_ - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a communication from Nemaq requesting encroachments for directional signage on the property located at 4243 Gateway Dr.

City Plan

Susan Richards  
City Clerk

8.5



James P. ...



US/Canada HQ  
3101 S. Taylor Drive  
P.O. Box 1024  
Sheboygan, WI 53082-1024  
Phone: 920-458-7724  
Fax: 920-458-0140

October 20, 2014

To Whom It May Concern:

Nemak has contracted with RLO Sign Inc. for a new monument and directional signage, and as part of this Nemak is requesting an encroachment request through the submission of RLO Sign.

Please feel free to call or e-mail myself if you have any questions or concerns.

Best Regards,

A handwritten signature in black ink, appearing to read 'Kyle Rehm'.

Kyle Rehm  
Manufacturing Engineering  
[Kyle.rehm@nemak.com](mailto:Kyle.rehm@nemak.com)  
920-254-7200



1030 Ontario Ave. Sheboygan, WI 53081  
920-457-6602 · 800-479-6602 · Fax: 920-457-2399  
www.rloesign.com

9-22-14

Dear Mayor Vandersteen and fellow City Common Council,

We are writing to you on behalf of the Nemark Facilities located at 4243 Gateway Drive. We are asking your permission for an encroachment request for the facilities at that location for some directional signage.

Currently they have no directional signage and are having multiple errors in wrong deliveries from truck drivers and confused visitors and would like to keep traffic moving in an orderly way to improve safety and improve the way visitors feel about their business. Currently their property line lies roughly 30' back from the road, and to comply with city code, the signs need to meet a 12' setback from the property line equaling a total of 42' back from the road and thus very difficult for motorists to see. The signs, if granted, will be located on each entrance way, towards the parking lot of the facilities and at the cross intersection of Behrens Pkwy. and Gateway Dr. The signs will be made of aluminum, painted white with reflective vinyl applied for copy.

We please ask that the city grants the request upon review to help direct motorists and maintain a safe traffic flow around the facilities.

Thank you,

Bobbi Blacklock      Katie Scholz  
Bobbi Blacklock                      Katie Scholz  
Project Coordinator      Graphic Designer  
[bobbi@rloesign.com](mailto:bobbi@rloesign.com)      [katie@rloesign.com](mailto:katie@rloesign.com)



Gen. Ord. No. \_\_\_\_\_ - 14 - 15. By Alderpersons Hammond and Lessard.  
October 20, 2014.

AN ORDINANCE granting Nematik, its successors and assigns, the privilege of encroaching upon described portions of Gateway Dr. located at 4243 Gateway Dr. in the City of Sheboygan for the purpose of installing and maintaining directional signage.

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

Section 1. Subject to the terms and conditions contained herein, Nematik, its successors and assigns, is hereby granted the privilege of encroaching upon described portions of Gateway Dr. located at 4243 Gateway Dr. for the purpose of installing and maintaining directional signage, in accordance with the sketches attached hereto and made a part hereof:

**ENCROACHMENT DESCRIPTION SIGN # 1**

FOR SIGN AT 4243 GATEWAY DRIVE

THAT PART OF THE RIGHT OF WAY FOR GATEWAY DRIVE ADJACENT TO LOT 5 OF THE SHEBOYGAN BUSINESS CENTER LOCATED IN SECTION 4 TOWNSHIP 14 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5 BEING THE INTERSECTION OF THE NORTH LINE OF BEHRENS PARKWAY AND THE EAST LINE OF GATEWAY DRIVE, THENCE N00°28'04"W ALONG THE EAST LINE OF GATEWAY DRIVE 992.46 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION, THENCE N00°28'04"W. ALONG THE EAST RIGHT OF WAY FOR GATEWAY DRIVE 10.00 FEET, THENCE S89°31'56"W 10.00 FEET, THENCE S00°28'04"E 10.00 FEET, THENCE N89°31'56"E 10.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 100.00 SQUARE FEET.

**ENCROACHMENT DESCRIPTION SIGN #2**

FOR SIGN AT 4243 GATEWAY DRIVE

THAT PART OF THE RIGHT OF WAY FOR GATEWAY DRIVE ADJACENT TO LOT 5 OF THE SHEBOYGAN BUSINESS CENTER LOCATED IN SECTION 4 TOWNSHIP 14 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5 BEING THE INTERSECTION OF THE NORTH LINE OF BEHRENS PARKWAY AND THE EAST LINE OF GATEWAY DRIVE, THENCE N00°28'04"W ALONG THE EAST LINE OF GATEWAY DRIVE 435.42 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION, THENCE N00°28'04"W. ALONG THE EAST RIGHT OF WAY FOR GATEWAY DRIVE 10.00 FEET, THENCE S89°31'56"W 10.00 FEET, THENCE S00°28'04"E 10.00 FEET, THENCE N89°31'56"E 10.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 100.00 SQUARE FEET.

*City Plan*

12



**ENCROACHMENT DESCRIPTION SIGN # 3**

FOR SIGN AT 4243 GATEWAY DRIVE

THAT PART OF THE RIGHT OF WAY FOR GATEWAY DRIVE ADJACENT TO LOT 5 OF THE SHEBOYGAN BUSINESS CENTER LOCATED IN SECTION 4 TOWNSHIP 14 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS:

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**ENCROACHMENT DESCRIPTION SIGN # 4**

FOR SIGN AT 4243 GATEWAY DRIVE

THAT PART OF THE RIGHT OF WAY FOR BEHRENS PARKWAY ADJACENT TO LOT 5 OF THE SHEBOYGAN BUSINESS CENTER LOCATED IN SECTION 4 TOWNSHIP 14 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5 BEING THE INTERSECTION OF THE NORTH LINE OF BEHRENS PARKWAY AND THE EAST LINE OF GATEWAY DRIVE, THENCE N89°31'56"E ALONG THE NORTH LINE OF BEHRENS PARKWAY 174.01 FEET, THENCE NORTHEASTERLY 447.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 604.00 FEET AND A CHORD BEARING N68°18'29"E 437.30 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION, THENCE, S42°57'32"E 10.00 FEET, THENCE N47°02'28"E 10.00 FEET, THENCE N42°57'32"W 10.07 FEET TO THE NORTH LINE OF BEHRENS PARKWAY, THENCE SOUTHWESTERLY 10.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 604.00 FEET AND A CHORD BEARING S46°36'40"W 10.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 100.00 SQUARE FEET.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Nemak its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Nemak, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages

resulting from such removal, whether the removal is done by the said Nemač, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

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

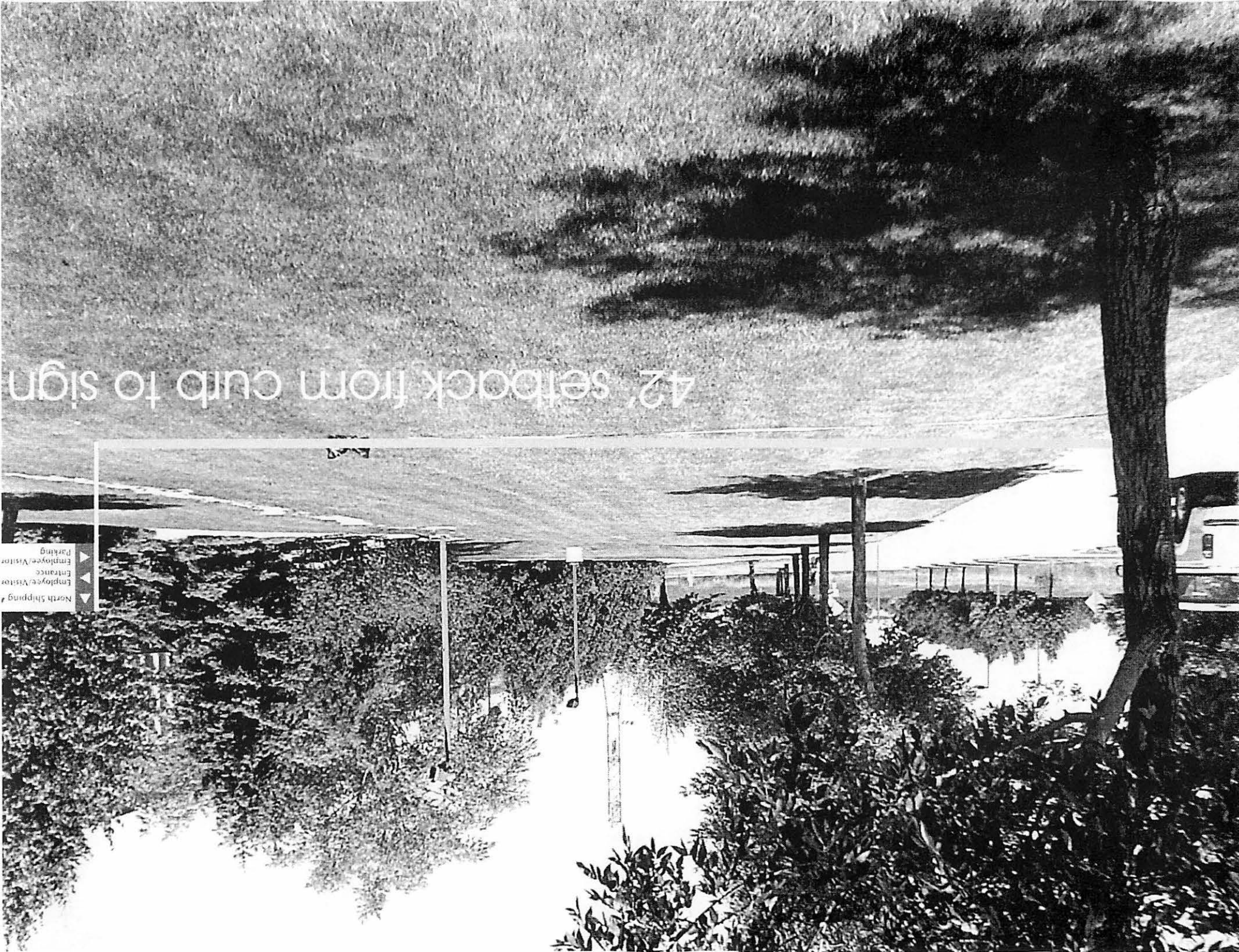
**I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

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

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

42' setback from curb to sign

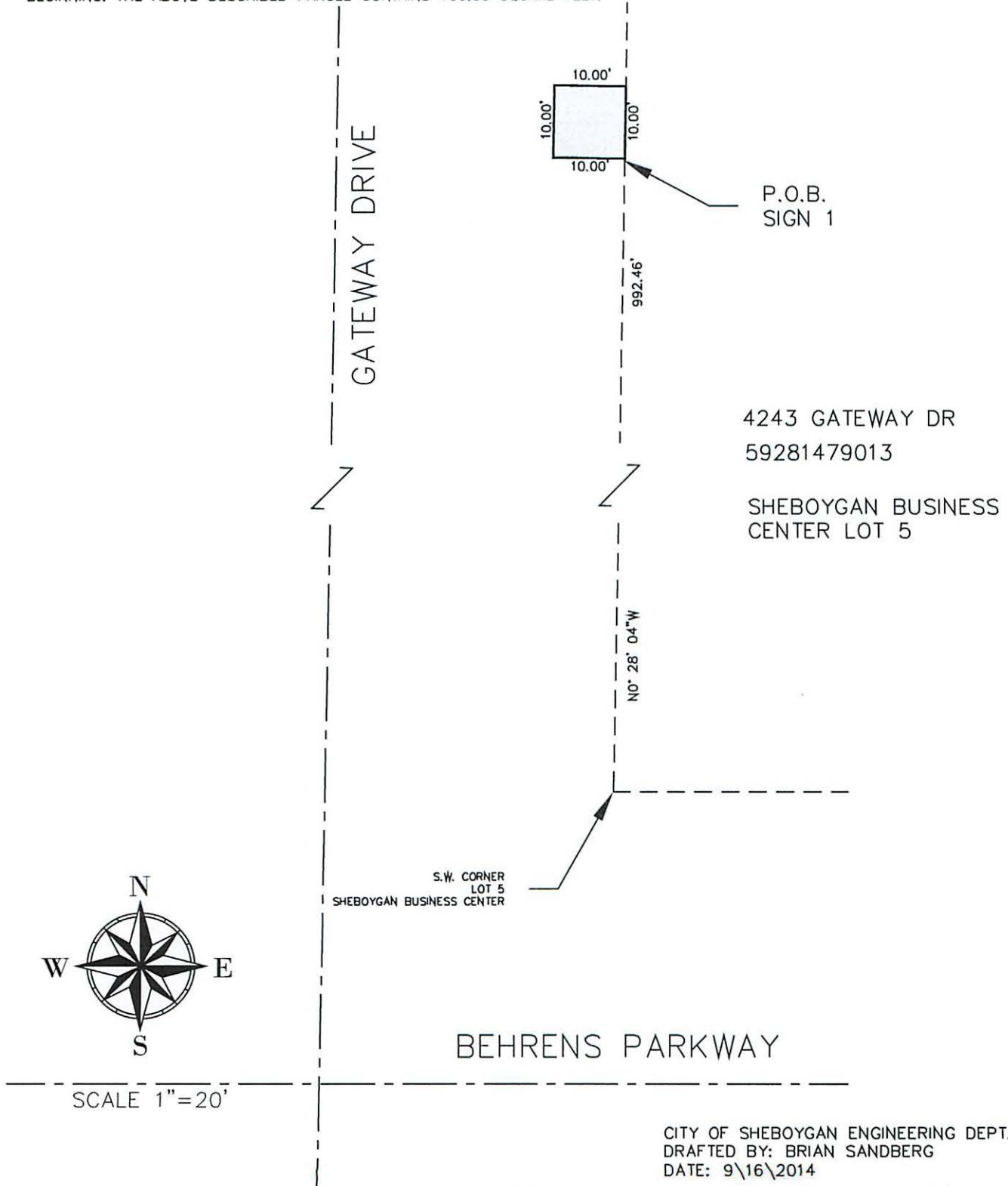
North Shipping  
Employee/Visitor  
Entrance  
Employee/Visitor  
Parking



ENCROACHMENT DESCRIPTION  
FOR SIGN AT 4243 GATEWAY DRIVE

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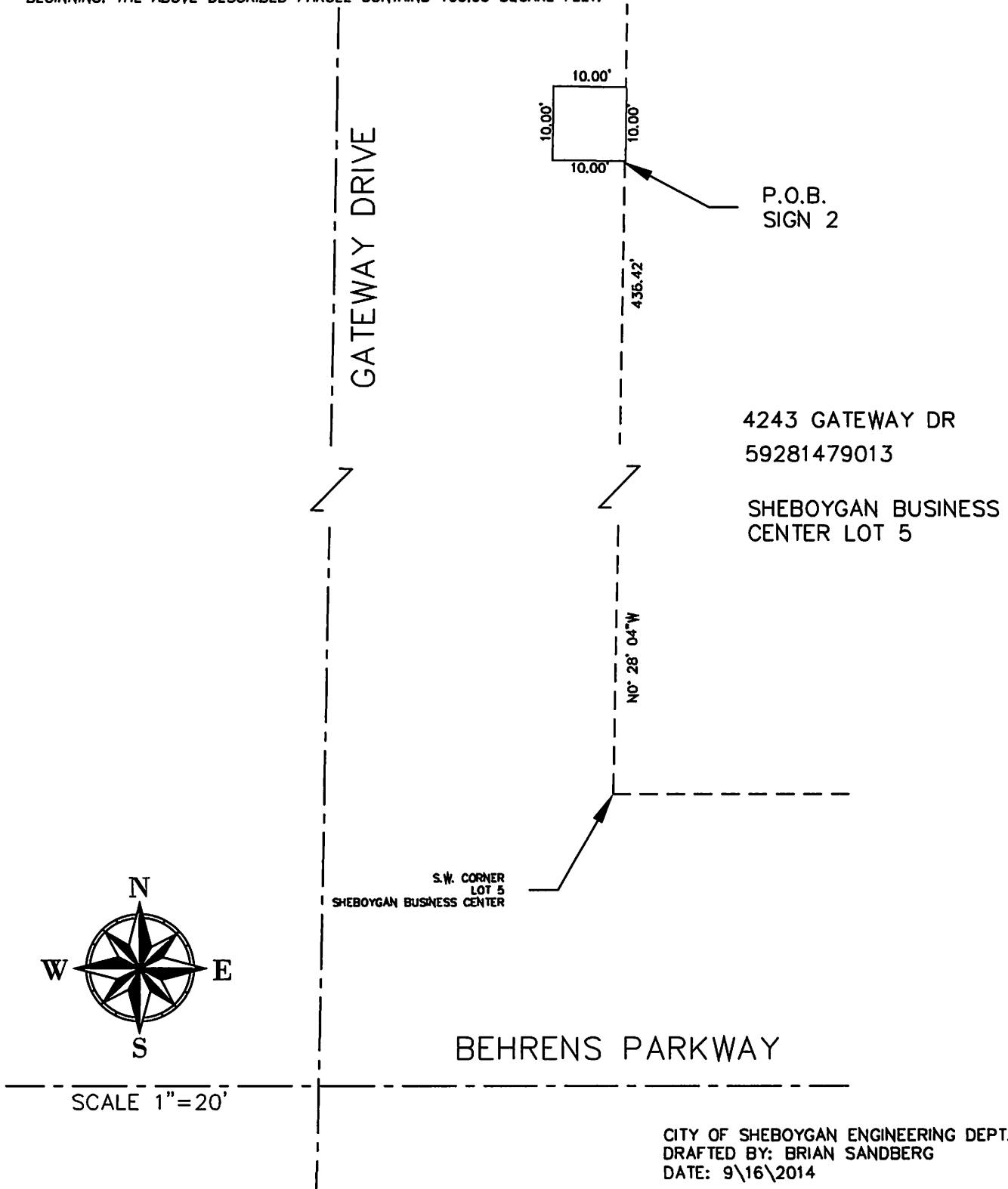


CITY OF SHEBOYGAN ENGINEERING DEPT.  
DRAFTED BY: BRIAN SANDBERG  
DATE: 9\16\2014

**ENCROACHMENT DESCRIPTION  
FOR SIGN AT 4243 GATEWAY DRIVE**

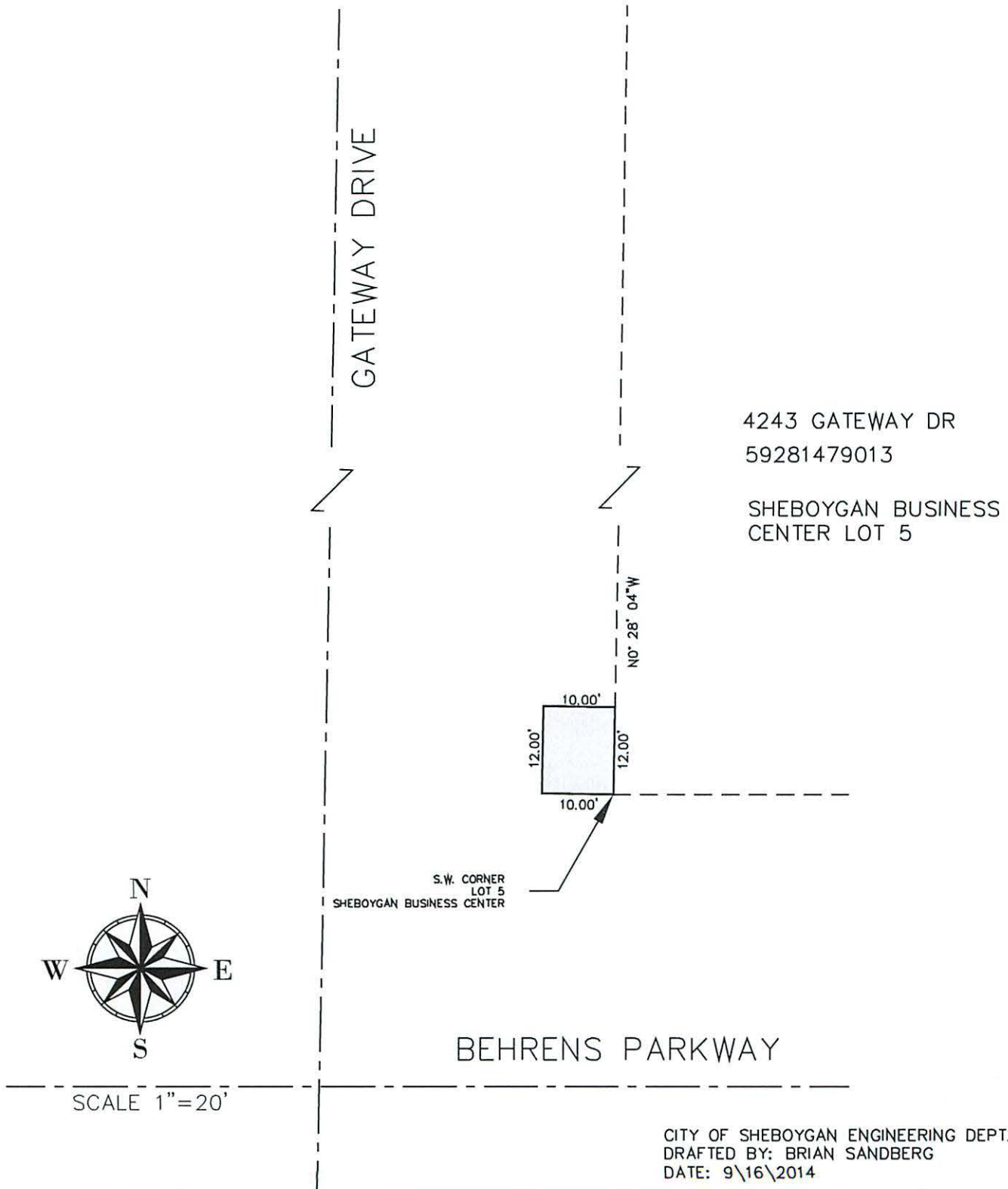
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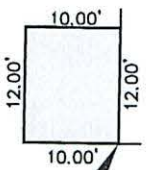


GATEWAY DRIVE

4243 GATEWAY DR  
59281479013

SHEBOYGAN BUSINESS  
CENTER LOT 5

N0° 28' 04" W



S.W. CORNER  
LOT 5  
SHEBOYGAN BUSINESS CENTER



BEHRENS PARKWAY

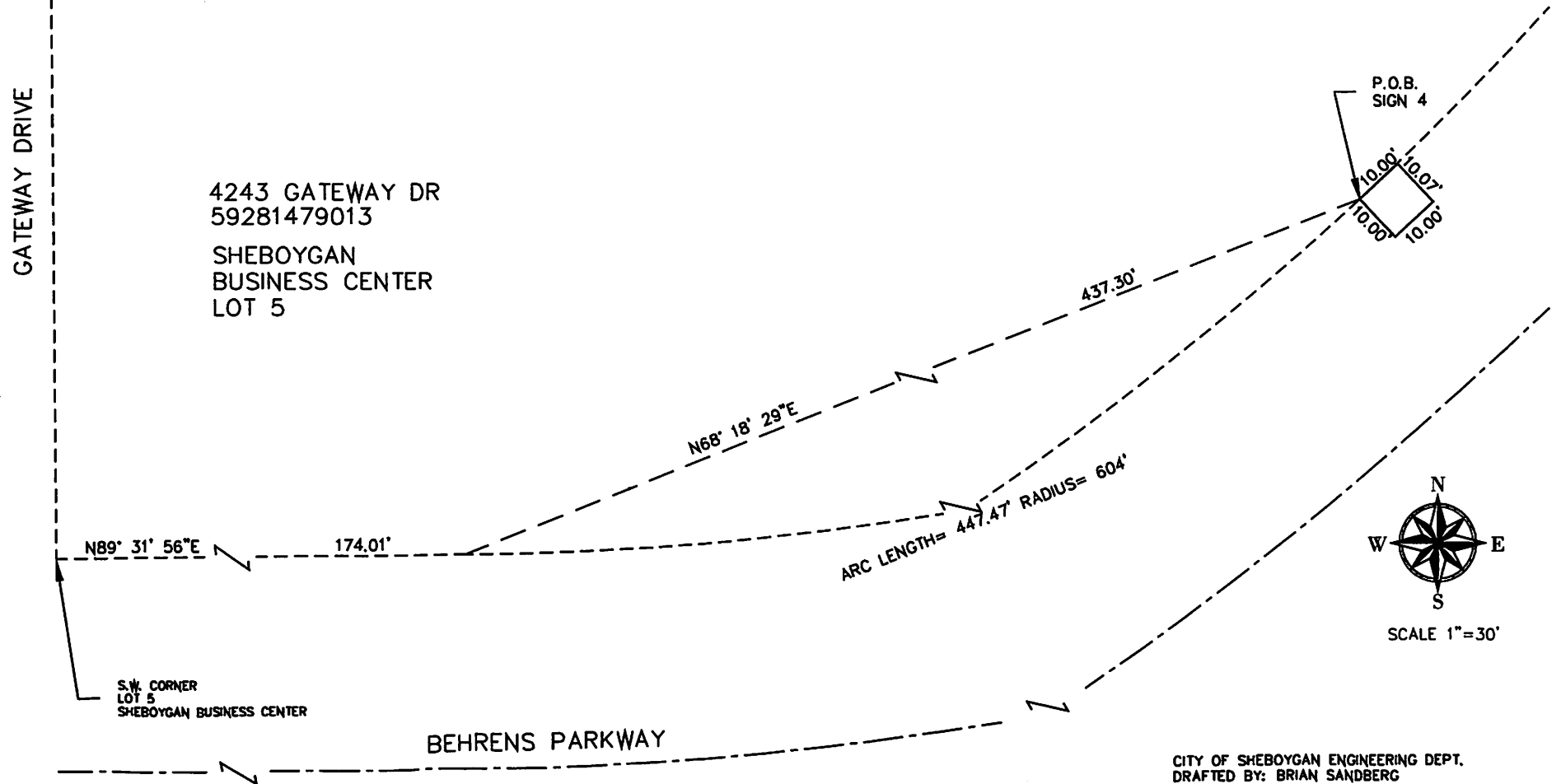
SCALE 1" = 20'

CITY OF SHEBOYGAN ENGINEERING DEPT.  
DRAFTED BY: BRIAN SANDBERG  
DATE: 9\16\2014

## ENCROACHMENT DESCRIPTION FOR SIGN AT 4243 GATEWAY DRIVE

THAT PART OF THE RIGHT OF WAY FOR BEHRENS PARKWAY ADJACENT TO LOT 5 OF THE SHEBOYGAN BUSINESS CENTER LOCATED IN SECTION 4 TOWNSHIP 14 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS:

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4243 GATEWAY DR  
59281479013  
SHEBOYGAN  
BUSINESS CENTER  
LOT 5

S.W. CORNER  
LOT 5  
SHEBOYGAN BUSINESS CENTER

BEHRENS PARKWAY

CITY OF SHEBOYGAN ENGINEERING DEPT.  
DRAFTED BY: BRIAN SANDBERG  
DATE: 4/10/2014