

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

May 2, 2013

Dear Mike Vandersteen

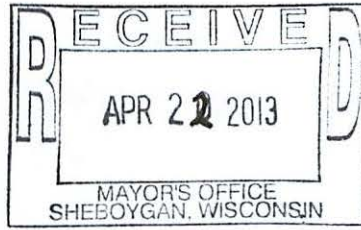
I am resigning my position as District One Alderperson for the City of Sheboygan. I am grateful and appreciative for the support and assistance I have received in the time in this position and as a committee commissioner. I am resigning due to a job change that will cause me and my family to be moving out of our great state of Wisconsin. I wish you and the council success in the future.

Kindest Regards

A handwritten signature in black ink, appearing to read 'Todd Wolf', with a large, stylized flourish at the end.

Todd Wolf

1.5



Lee Montemayor Jr.  
1015 Logan Ave.  
Sheboygan, WI. 53083

April 16, 2013

Mayor Mike Vandersteen,

Due to conflicting schedules, it is with great sadness that I must resign my position as a Transit Commissioner effective 4/30/13.

It has been my pleasure to serve as a commissioner since 2005 and to work with commissioners, directors, and employees of our Transit system. I wish good luck, best wishes and continued success to all concerned in our city's transit system.

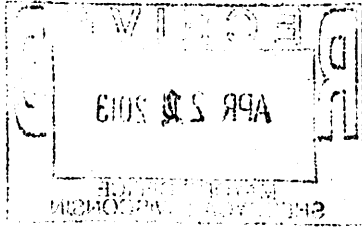
Sincerely,

Lee Montemayor Jr.

12

Lee Montemayor Jr.  
1015 Logan Ave.  
Sheboygan, WI 53083

April 16, 2013



Mayor Mike Vanderstegen

Due to conflicting schedules, it is with great sadness that I must resign my position as a Transit Commissioner effective 4/30/13.

It has been my pleasure to serve as a commissioner since 2005 and to work with commissioners, directors, and employees of our Transit system. I wish good luck, best wishes, and continued success to all concerned in our city's transit system.

Sincerely,

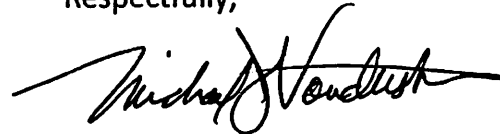
Lee Montemayor Jr.

1.4

To the members of the Harbor Center BID Board,

I hereby resign my position as board member effective 4/17/2013 as I am no longer the manager of DuBois Formalware. It was my pleasure to serve and I look forward to working with you in the future.

Respectfully,

A handwritten signature in black ink, appearing to read "Mike Vandersteen", written in a cursive style.

Mike Vandersteen

**Proposed Harbor Centre BID Board 2013**

<b>Name</b>	<b>Term Expires</b>	<b>Type</b>
Pamela Butler Channel	12/31/14	Business Owner
Ryan Moeller	12/31/14	Business Owner
David Gass	12/31/13	Business Owner
Tom Brickley	12/31/13	Business Owner
Whitney Viglietti	12/31/13	Business Owner
Eileen Simenz	12/31/14	Property Owner
William Holbrook	12/31/14	Property Owner
Larry Schaefer	12/31/14	Property Owner
David Haneman	12/31/13	Property Owner
David Sanderson	12/31/13	Property Owner
Mayor's Appointee	12/31/14	City Government

## Proposed Committee Structure Amended April 2013

### Harbor Centre Business Improvement District Standing Sub-Committee Structure and Basic Responsibilities

The standing structure will be:

- Executive Committee
- Budget and Finance Committee
- Promotions and Events Committee
- Economic Development Committee

**Executive Committee:** This committee shall be constituted by four individuals, the Harbor Centre Business Improvement District President, Vice President, Secretary and Treasurer. They will be members in good standing and elected/appointed by the District Board. They will have the fiduciary powers of signing checks (two signatures required per check). Standard and traditional duties will be inherent. The President will call this committee on an as needed basis. Providing items for the regular Board meeting agendas, and overseeing staff/director, and overall general operations oversight are primary responsibilities. The committee is also charged with overseeing the basic structure of the organization, The President will lead this committee.

**Budget and Finance Committee:** Responsibilities will include consultation and participation in annual budget preparation, periodic review of budget expenditures, relationship with financial appropriate institutions and other entities including City of Sheboygan, auditor(s), and similar. The Treasurer or designee will lead this committee and establish meetings as s/he deems necessary.

**Promotions and Events Committee:** Members of the board and District, as well as other community stakeholders will participate on this committee. Charged with overseeing and developing all of the promotional, visible, brand-creating/reinforcing efforts of the District, this committee will meet on a regular basis to set, review, create and delete events and programs, literature, etc. Harbor Centre's web and electronic presence falls within their jurisdiction. In short, they will evaluate the return of the investment that is made by the District in promotions. The Secretary or designee will chair this committee.

**Economic Development Committee:** This committee is charged with the execution of economic development activities. This committee will meet on an as-needed basis and chaired by the Secretary or designee.

Resignation

**Richards, Sue**

---

**From:** Alderperson Jeremy Dekker  
**Sent:** Monday, May 06, 2013 1:34 PM  
**To:** Richards, Sue

**Importance:** Low

During the last several months my family and I have experienced a great deal of life changes from career changes too adding another addition to our family. These changes have left me with very little extra time to take care of my obligations to the city. As of today Monday May 6th, I see no other option but to resign as alderman of the 6th district. I want to thank my constituents of the 6th district for their support over the last 5 years. I look forward to spending more time with my family and my career.

Thank you

Alderman Jeremy Dekker

1.6

May 6, 2013

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL: APR 26 '13 PM 12:29

I hereby submit the following appointments for your confirmation:

**JOINT REVIEW BOARD**

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
MAYOR MIKE VANDERSTEEN	05/06/13	04/30/14
GRETCHEN THOMAS (School Board Rep)	05/06/13	04/30/14
LUCIO FUENTEZ (LTC Rep)	05/06/13	04/30/14
TOM WEGNER (County Board Rep)	05/06/13	04/30/14

  
MICHAEL J. VANDERSTEEN, MAYOR

1.7

May 6, 2013

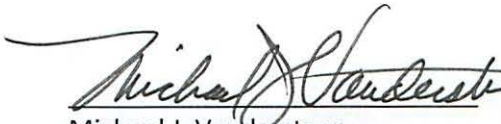
APR 26 '13 PM 12:28

HONORABLE MEMBERS OF THE COMMON COUNCIL:

Pursuant to Gen. Ord. 59-12-13 repealing Article III of Chapter 29 of the 1975 Municipal Code and creating Section 82-2 of the Municipal Code relating to the position of the director of human resources and labor relations, we hereby recommend that Sandy Rohrick be appointed as the Director of Human Resources and Labor Relations for the City of Sheboygan effective immediately.

Signed:

Signed:



Michael J. Vandersteen  
Mayor



James Amodeo  
Chief Administrative Officer

1.8

May 6, 2013

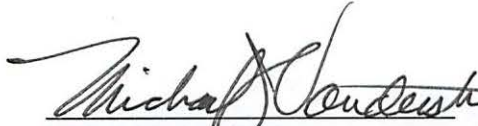
HONORABLE MEMBERS OF THE COMMON COUNCIL:

APR 26 '13 PM 12:28

Pursuant to Section 86-92 of the Municipal Code relating to the appointment of the director of planning and development, we hereby recommend that Chad Pelishek be appointed as the Director of Planning and Development for the City of Sheboygan effective immediately.

Signed:

Signed:



Michael J. Vandersteen  
Mayor



James Amodeo  
Chief Administrative Officer

# II

R. O. No. \_\_\_\_\_ - 13 - 14. By BOARD OF WATER COMMISSIONERS. May 6, 2013.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the fourth quarter of 2012.

The water pumpage was up 1.43% from the same period in 2011. 1,059,883,000 gallons were pumped in the third quarter, compared to 1,044,958,000 in 2011.

Year to date Operating Revenue at the end of the 4th quarter increased by \$654,854 compared to year to date 2011. The net income for the Utility, as of the end of December 31, 2012 is \$2,109,759. Details are shown on the attached Income Statement and Balance Sheet.

## Construction-Maintenance:

Construction-maintenance work by the Water Utility during the fourth quarter of 2012:

Number of feet of 4 inch water main installed .....	0.0
Number of feet of 6 inch hydrant lead installed .....	1.6
Number of feet of 6 inch water main installed .....	0.0
Number of feet of 8 inch water main installed .....	0.0
Number of feet of 10 inch water main installed .....	0.0
Number of feet of 12 inch water main installed .....	20.8
Number of feet of 16 inch water main installed .....	3.8
Number of feet of 20 inch water main installed .....	0.0
Number of feet of 24 inch water main installed .....	1,570.4
Number of feet of water main abandoned or removed.....	0
Number of water main breaks repaired .....	5
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made.....	9
Number of water main valves installed, repaired, removed, or replaced .....	10
Number of water service connections installed .....	3

Details are shown on the attached spreadsheets.

## Other Utility Business:


The Water Utility hosted the fall meeting of the West Shore Water Producers group. Approximately 80 attendees participated.


The City Planning Commission approved the removal of the existing 1929 wash tank and construction of a replacement tank.

The Board of Water Commissioners met jointly with the City Finance Committee to discuss the financing plan and water revenue bonds for the wash tank project.

BOARD OF WATER COMMISSIONERS

  
\_\_\_\_\_  
Gerald R. Van De Kreeke, President

  
\_\_\_\_\_  
Raymond W. Haen, Secretary

  
\_\_\_\_\_  
Art Stewart, Member

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

**Sheboygan Water Utility  
Sheboygan, Wisconsin  
Income Statement - December 31, 2012**

<u>Account #</u>	Utility Operating Income	1-Jan-2012 to 31-Dec-2012	1-Jan-2011 to 31-Dec-2011	Increase or (Decrease)
400	Operating Revenue	7,656,495	7,001,641	654,854
401	Operating Expenses	2,662,029	2,652,084	9,945
402	Maintenance Expenses	435,435	520,057	(84,622)
403	Depreciation Expenses	1,044,227	1,025,712	18,515
403	Taxes	1,070,227	1,042,640	27,587
	Total Operating Expenses	5,211,918	5,240,490	(26,168)
	Utility Operating Income	2,444,577	1,761,151	681,021
	Other Income	197	197	0
419	Interest Earned on Investments	11,238	12,461	(1,224)
421	Contributions	0	7,125	(7,125)
	Other Expense			
407	Bond Interest Expense	346,253	358,745	(12,492)
	<b>Net Income as of December 31, 2012</b>	<b>2,109,759</b>	<b>1,422,190</b>	<b>685,165</b>

**Sheboygan Water Utility**  
**Financial Statement of December 31, 2012**  
**Balance Sheet Including Net Income**

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	47,128,128	
107 Construction Work in Progress	3,148,131	
111 Accumulated Provision for Depreciation of Utility Plant		14,419,375
125 Bond Redemption Fund	584,405	
125 Appropriated Funds Invested for Plant Expansion & Payables	0	
126 Depreciation Fund	0	
128 Other Special Funds Employee Pensions (ICMA & WI Def Comp)	1,362,632	
128 Other Special Funds Health Ins	0	
135 Working Funds	550	
136 Temporary Cash Investments	4,521,461	
142 Customer Accounts Receivable	1,080,673	
145 Receivables from Municipality	474,458	
154 Materials and Supplies	269,812	
163 Stores Expense	0	
165 Prepayments	49,877	
171 Interest and Dividends Receivable	0	
181 Misc Deferred Debits	0	
184 Transportation Expense	0	
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		28,190,013
221 Long Term Debt Bonds		8,570,854
223 Advances from Municipality		264,718
232 Accounts Payable		112,946
235 Customer Deposits		1,272
236 Taxes Accrued		990,301
237 Interest Payable on Bonds		59,800
242 Misc. Current & Accrued Liab		59,570
251 Bond Premium		2,657
253 Misc Deferred Credits		276,423
263 Other Special Funds Employee Pensions		1,362,632
265 Accrued Employee Benefits		559,106
425 Amoritization of Pre 2003 Depreciation		0
Utility Net Income		2,109,759
	<u>58,620,127</u>	<u>58,620,127</u>

HIGH LIFT DELIVERY QUARTERLY REPORT 2012				
<b>I. FIRST QUARTER</b>		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2011	1,013,952,000	\$208,281.37	\$205.42
	2012	953,936,000	\$184,335.55	\$193.24
	Percent Difference	-5.92%	-11.50%	-5.93%
<b>II. SECOND QUARTER</b>		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2011	1,108,909,000	\$203,210.98	\$183.88
	2012	1,088,895,000	\$185,493.33	\$170.38
	Percent Difference	-1.85%	-8.72%	-7.19%
<b>III. THIRD QUARTER</b>		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2011	1,333,408,000	\$220,359.05	\$185.28
	2012	1,318,775,000	\$222,144.90	\$168.45
	Percent Difference	-1.10%	0.81%	1.93%
<b>IV. FOURTH QUARTER</b>		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2011	1,044,958,000	\$191,047.99	\$182.83
	2012	1,059,883,000	\$190,691.01	\$179.92
	Percent Difference	1.43%	-0.19%	-1.59%
<b>YEAR TO DATE : 2012</b>				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2011	4,499,225,000	\$822,899.37	\$182.90
	2012	4,421,289,000	\$782,664.79	\$177.02
	Percent Difference	-1.73%	-4.89%	-3.21%
<b>YEAR TO DATE : 2012</b>				
		GALLONS	COST \$	
SLUDGE DISPOSAL	2011	6,988,050	\$48,625.57	
	2012	5,608,919	\$69,850.50	
	Percent Difference	-19.74%	28.38%	
STORM WATER CHARGES	2012	NA	\$0.00	
<b>HIGH LIFT SYSTEM DELIVERY :</b>				
	Maximum Pumpage Day	10,237,000	July 13, 2012	
	Minimum Pumpage Day	6,894,000	January 8, 2012	

	MG	\$	\$/MG
2011	4,499,225,000	\$822,899.37	\$182.90
2012	4,421,289,000	\$782,664.79	\$177.02

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

**WATER MAIN AND APPURTENANCES INSTALLATION – 4th Quarter October, November, December, 2012**

Location: 6" Water Main	Installed	WO	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
<b>Totals:</b>			0	0	0	0	0	0		0.00	0		0	0	

Location: 8" Water Main	Installed	WO	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
<b>Totals:</b>			0	0	0	0	0	0		0.00	0		0	0	

Location: 12" Water Main	Installed	WO	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Broadway Project-Georgia Ave 12" interconn. From 24" to 18" at res (Rept. 40)	10/4/2012	11058-1	1	0	0	0	0	0	12	20.78	0				Utc
<b>Totals:</b>			1	0	0	0	0	0		20.78	0		0	0	

Location: 16" Water Main	Installed	WO	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Broadway Project-Georgia Ave at 24"x16" tee 133' NE of 12" interconn (Rept. 43)	10/10/2012	11058-1	1	1	0	0	0	0	16	3.81	1.6				Utc
<b>Totals:</b>			1	1	0	0	0	0		3.81	1.6		0	0	

Location: 20" Water Main	Installed	WO	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Broadway Project-Georgia Ave terminus of 24" wm at 20" interconn A pump station (Rept. 37)	10/1/2012	11058-1	0	0	0	0	0	0	20	2.5	0				Utc
Broadway Project-Georgia Ave 20" interconn From valve at pump station to 24" wm (Rept. 37)	10/1/2012	11058-1	0	0	0	0	0	0	20	17.27	0				Utc
<b>Totals:</b>			0	0	0	0	0	0		19.77	0		0	0	

Location: 24" Water Main	Installed	WO	New Valves	New Hyd.	New Hyd Valves	Aband. Valves	Aband. Hyd.	Remove Hyd.	Size " Installed	Feet Installed	New Hyd Lead	Size Aband.	Feet. Aband.	Feet. Rem.	By
Broadway Project-Georgia Ave. from terminus of 24" wm going 44' to NE (Rept. 38)	10/2/2012	11058-1	0	0	0	0	0	0	24	42.17	0				Utc
Broadway Project-Georgia Ave 44' NE of terminus of 24" wm going 17' to valve (Rept. 39)	10/3/2012	11058-1	1	0	0	0	0	0	24	17.62	0				Utc
Broadway Project-Georgia Ave from 24" valve at res going 11' to tee on interconn. (Rept. 40)	10/4/2012	11058-1	0	0	0	0	0	0	24	11.74	0				Utc
Broadway Project-Georgia Ave from 24" tee at interconn to 51' NE (Rept. 41)	10/8/2012	11058-1	0	0	0	0	0	0	24	49.67	0				Utc
Broadway Project-Georgia Ave from 51' NE of 24" tee at interconn. to 113' NE (Rept. 42)	10/9/2012	11058-1	0	0	0	0	0	0	24	59.83	0				Utc
Broadway Project-Georgia Ave from 142' NE of hyd to 284' NE of hyd (Rept. 44)	10/11/2012	11058-1	0	0	0	0	0	0	24	139.25	0				Utc
Broadway cut'd going W from -818' W to -1039' W of c1 Settlement Tr. To Georgia Ave (Rept. 6)	10/24/2012	11058-1	0	0	0	0	0	0	24	205.6	0				De Groot Inc
Broadway Project-Georgia Ave from 284' NE of hyd to 364' NE of hyd (Rept. 45)	10/12/2012	11058-1	0	0	0	0	0	0	24	99.58	0				Utc
Broadway Project-Georgia Ave from 364' NE of hyd to 445' NE of hyd (Rept. 46)	10/15/2012	11058-1	0	0	0	0	0	0	24	79.67	0				Utc
Broadway cut'd going W from -114' W of c1 to -192' W of c1 Settlement Tr. (Rept. 1)	10/15/2012	11058-1	0	0	0	0	0	0	24	78	0				De Groot Inc
Broadway cut'd going W from -192' W of c1 to -312' W of c1 Settlement Tr. (Rept. 2)	10/16/2012	11058-1	0	0	0	0	0	0	24	120	0				De Groot Inc
Broadway cut'd going W from -312' W of c1 to -418' W of c1 Settlement Tr. (Rept. 3)	10/17/2012	11058-1	0	0	0	0	0	0	24	106.25	0				De Groot Inc
Broadway cut'd going W from -418' W of c1 to -618' W of c1 Settlement Tr. (Rept. 4)	10/22/2012	11058-1	1	0	0	0	0	0	24	199.58	0				De Groot Inc
Broadway cut'd going W from -618' W of c1 to -818' W of c1 Settlement Tr. (Rept. 5)	10/23/2012	11058-1	0	0	0	0	0	0	24	200.5	0				De Groot Inc
Broadway Project-Georgia Ave from 113' NE of 24" tee at interconn to 142' NE of hyd (Rept. 43)	10/10/2012	11058-1	0	0	0	0	0	0	24	160.92	0				Utc
<b>Totals:</b>			2	0	0	0	0	0		1570.38	0		0	0	

II

R. O. No.       - 13 - 14      . By BOARD OF WATER COMMISSIONERS. May 6, 2013.

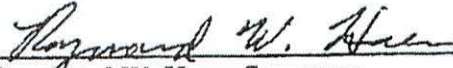
**To the Honorable Mayor and Common Council:**

The Sheboygan Board of Water Commissioners transmits (electronically) the Water Utility's financial statements and independent Auditor's Report prepared by Baker Tilly for years ended December 31, 2012 and 2011.

BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Raymond W. Haen, Secretary



Art Stewart, Member

**SHEBOYGAN WATER UTILITY**

An Enterprise Fund of the  
City of Sheboygan, Wisconsin

**FINANCIAL STATEMENTS**

Including Independent Auditors' Report

As of and for the Years Ended December 31, 2012 and 2011

**SHEBOYGAN WATER UTILITY**  
An Enterprise Fund of the City of Sheboygan, Wisconsin

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As of and for the Years Ended December 31, 2012 and 2011

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Statements of Cash Flows	10 - 11
Notes to Financial Statements	12 - 26

**INDEPENDENT AUDITORS' REPORT**

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Baker Tilly Virchow Krause, LLP  
777 E Wisconsin Ave, 32nd Floor  
Milwaukee, WI 53202-5313  
tel 414 777 5500  
fax 414 777 5555  
bakertilly.com

## INDEPENDENT AUDITORS' REPORT

To the Utility Commission  
Sheboygan Water Utility  
Sheboygan, Wisconsin

### ***Report on the Financial Statements***

We have audited the accompanying financial statements of Sheboygan Water Utility, an enterprise fund of the City of Sheboygan, Wisconsin, as of and for the years ended December 31, 2012 and 2011, and the related notes to the financial statements, as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Sheboygan Water Utility's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Sheboygan Water Utility's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sheboygan Water Utility as of December 31, 2012 and 2011, and the changes in its financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

To the Utility Commission  
Sheboygan Water Utility

***Emphasis of Matter***

As discussed in Note 1, the financial statements present only the Sheboygan Water Utility enterprise fund and do not purport to, and do not present fairly the financial position of the City of Sheboygan, Wisconsin, as of December 31, 2012 and 2011 and the changes in its financial position and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

As discussed in the Note 1, Sheboygan Water Utility has adopted the provisions of GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, effective January 1, 2012. Our opinion is not modified with respect to this matter.

***Other Matter***

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis information as listed in the table of contents be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Bahn Tilly Victor Krause, LLP*

Milwaukee, Wisconsin  
April 1, 2013

**MANAGEMENT'S DISCUSSION  
AND ANALYSIS**

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# **SHEBOYGAN WATER UTILITY**

## **UNAUDITED MANAGEMENT'S DISCUSSION AND ANALYSIS As of and for the Years Ended December 31, 2012 and 2011**

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The purpose of this section is to provide users with an objective, easy to read overview of the financial activities of the Sheboygan Water Utility for the years ended December 31, 2012 and 2011. This section should be read in conjunction with the financial statements and the accompanying notes that follow.

### **FINANCIAL HIGHLIGHTS**

- The utility's operating income increased from \$2,655,069 in 2011 to \$3,382,149 in 2012.
- The utility's total cash position increased from \$4,356,199 in 2011 to \$5,106,416 in 2012.
- The utility's unrestricted cash and investment position increased from \$3,376,908 in 2011 to \$4,198,998 in 2012.
- The utility's total net position increased by \$2,084,625 in 2012 from \$30,132,273 in 2011 to \$32,216,898 in 2012.
- The utility's total liabilities decreased by \$597,856 in 2012 from \$11,219,081 in 2011 to \$10,621,225 in 2012.

### **FINANCIAL STATEMENTS**

The financial statements report information of the utility using accounting methods similar to those used by private sector companies. The statements offer both short and long term information regarding the activities of the utility. The Statements of Net Position include the utility's assets (investments) and liabilities (obligations to creditors). These statements provide information to assess the liquidity and financial flexibility of the utility.

The Statements of Revenues, Expenses and Changes in Net Position will measure the success of the utility's operations for the past year. All of the current year's revenues and expenses are included in this statement and will show if the utility has recovered all of its costs through user fees.

Cash receipts, cash payments, net changes in cash resulting from investing and financing activities are shown in the Statements of Cash Flows. This will also answer questions regarding where did the cash come from, what was the cash used for and what was the change in cash balance.

### **FINANCIAL ANALYSIS OF THE UTILITY**

The Statements of Net Position and Statements of Revenues, Expenses and Changes in Net Position will assist in answering the question of how the past year's activities have affected the financial position of the utility. The Statements of Net Position will show the difference between assets and liabilities. Over a period of time this can assist in determining if the financial position is improving or deteriorating.

The following Statement of Net Position shows that net position increased \$2,084,625 during 2012, an increase of 6.9%. Total assets increased \$1,486,769 in 2012 or 3.6%. The utility saw a 2.0% increase in capital assets or \$714,480 in 2012. Capital additions were financed with operating income. Restricted net position increased \$12,340 in 2012 due to the principal and interest due on the revenue bonds.

Net Position increased \$1,386,852 during 2011, an increase of 4.8%. Total assets increased \$923,870 in 2011 or 2.3%. The Utility saw a 1.6% increase in capital assets or \$553,533 in 2011. Capital additions were financed with operating income. Restricted net position increased \$26,459 in 2011 due to the principal and interest due on the revenue bonds.

# SHEBOYGAN WATER UTILITY

## UNAUDITED MANAGEMENT'S DISCUSSION AND ANALYSIS As of and for the Years Ended December 31, 2012 and 2011

### FINANCIAL ANALYSIS OF THE UTILITY (cont.)

#### STATEMENTS OF NET POSITION December 31, 2012, 2011 and 2010

	<u>2012</u>	<u>2011</u>	<u>2010</u>
Unrestricted current and other assets	\$ 6,036,554	\$ 5,229,658	\$ 4,873,175
Restricted assets	944,684	979,291	965,437
Capital assets	<u>35,856,885</u>	<u>35,142,405</u>	<u>34,588,872</u>
Total Assets	<u>42,838,123</u>	<u>41,351,354</u>	<u>40,427,484</u>
Current liabilities payable from unrestricted assets	1,265,255	1,283,636	1,189,336
Liabilities payable from restricted assets	634,622	619,143	602,585
Non-current liabilities	<u>8,721,348</u>	<u>9,316,302</u>	<u>9,890,142</u>
Total Liabilities	<u>10,621,225</u>	<u>11,219,081</u>	<u>11,682,063</u>
Net investment in capital assets	27,948,193	26,677,972	25,597,862
Restricted net position	261,664	250,873	224,414
Unrestricted net position	<u>4,007,041</u>	<u>3,203,428</u>	<u>2,923,145</u>
Total Net Assets	<u>\$ 32,216,898</u>	<u>\$ 30,132,273</u>	<u>\$ 28,745,421</u>

The following Statements of Revenues, Expenditures and Changes in Net Position helps to further explain the nature of the increase in net position during 2012 and 2011.

# SHEBOYGAN WATER UTILITY

## UNAUDITED MANAGEMENT'S DISCUSSION AND ANALYSIS As of and for the Years Ended December 31, 2012 and 2011

### FINANCIAL ANALYSIS OF THE UTILITY (cont.)

#### STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION December 31, 2012, 2011 and 2010

	2012	2011	2010
Operating revenues	\$ 7,649,532	\$ 6,997,904	\$ 6,774,103
Non-operating revenues	18,202	16,695	46,305
<b>Total Revenues</b>	<b>7,667,734</b>	<b>7,014,599</b>	<b>6,820,408</b>
Operating expenses	4,267,383	4,342,835	4,689,339
Non-operating expenses	346,056	358,548	399,480
<b>Total Expenses</b>	<b>4,613,439</b>	<b>4,701,383</b>	<b>5,088,819</b>
 Income before capital contributions and transfers	 3,054,295	 2,313,216	 1,731,589
Capital contributions	-	7,125	67,161
Interfund transfers (tax equivalent)	(969,670)	(933,489)	(904,144)
 Change in Net Position	 2,084,625	 1,386,852	 894,606
Beginning Net Position	30,132,273	28,745,421	27,850,815
 Ending Total Net Position	 <b>\$ 32,216,898</b>	 <b>\$ 30,132,273</b>	 <b>\$ 28,745,421</b>

#### 2012

The Statement of Revenues, Expenses and Changes in Net Position reflects an increase in operating revenues of \$651,628. This increase is due to a 1.9% increase in water consumption in 2012, as well as a rate increase of approximately 8% in 2012. The increase in non-operating revenues of \$1,507 is due to the gain on sale of fixed assets. The \$75,452 reduction in 2012 in operating expenses is due to a reduction of \$46,571 in chemical costs and retirement costs due to state law changes.

#### 2011

The Statement of Revenues, Expenses and Changes in Net Assets reflects an increase in operating revenues of \$223,801. This increase is due to a 1.2% increase in water consumption in 2011. The decrease in non-operating revenues of \$29,610 is due to the very low interest rates offered in 2011. The \$346,504 reduction in 2011 in operating expenses is due to lower costs for Workmen's Compensation and health insurance and fewer chemicals needed for water purification.

Due to less development in the City in 2011, the Capital Contributions dropped almost \$60,000 from 2010 to 2011.

# SHEBOYGAN WATER UTILITY

## UNAUDITED MANAGEMENT'S DISCUSSION AND ANALYSIS As of and for the Years Ended December 31, 2011 and 2010

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### **CAPITAL ASSETS AND DEBT ADMINISTRATION**

#### *CAPITAL ASSETS (See Note 4)*

At the end of 2012 the water utility had \$47.1 million in invested property, plant and equipment in service. This \$231,817 increase came from new turbidimeters, filter valve actuators, anthracite, spectrophotometer, skidster, and excavator. The utility also installed 64' of 6" water main at various locations, 27' of 8" water main at various locations, 11' of 10" water main, 2,683' of 12" water main on South Broadway Avenue at various interconnections and Crocker Avenue and N. 13th Street at Superior Ave, 284' of 16" water main at Broadway Ave and Crocker Ave, 22' of 20" water main at Broadway Ave and 4,286' of 16" water main on Broadway Ave from Georgia Ave to S. 22nd Street.

At the end of 2011 the water utility had \$46.9 million in invested property, plant and equipment in service. This \$324,718 increase came from Taylor Hill Reservoir upgrades, security upgrades to the plant and utility grounds, valve replacements in the plant, three new utility vehicles, and new billing software and server upgrade. The utility also installed 112 feet of 8" and 560 feet of 12" water main on Huron Avenue between 10<sup>th</sup> and 11<sup>th</sup> Street. On North 6<sup>th</sup> Street between Center and Penn Avenue, the utility installed 300 feet of 16" water main; and another 1,170 feet of 8" water main on North 5<sup>th</sup> and 6<sup>th</sup> Street between Wisconsin and Washington.

#### *DEBT (See Note 5)*

On December 31, 2012, the Sheboygan Water Utility had outstanding revenue bond debt of \$8,570,854. This includes 2004 revenue bonds issued for Safe Drinking Water Loan balance of \$2,020,854, to be retired in 2023. This also included the revenue bond of \$4,900,000 with a 3.75% interest rate that was issued on September 1, 2005, balance of \$3,025,000. On April 15, 2007, a \$4 million revenue bond was also issued with a 5.00% interest rate, balance of \$3,525,000. These bond proceeds funded the construction of the two new reservoirs at Erie Avenue and I-43, and the new booster pump station completed in 2008. The remaining balance on the \$302,000 debt for the Unfunded Retirement obligation has a remaining balance of \$264,719. There was no new debt in 2012.

On December 31, 2011, the Sheboygan Water Utility had outstanding revenue bond debt of \$9,126,398. This includes 2004 revenue bonds issued for Safe Drinking Water Loan balance of \$2,176,398, to be retired in 2023. This also included the revenue bond of \$4,900,000 with a 3.75% interest rate that was issued on September 1, 2005, balance of \$3,225,000. On April 15, 2007, a \$4 million revenue bond was also issued with a 5.00% interest rate, balance of \$3,725,000. These bond proceeds funded the construction of the two new reservoirs at Erie Avenue and I-43, and the new booster pump station completed in 2008. The remaining balance on the \$302,000 debt for the Unfunded Retirement obligation has a remaining balance of \$275,410. There was no new debt in 2011.

### **ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES**

A rate increase went into effect on February 1, 2012 designed to return a 9% increase in revenues at a 6.0% rate of return. This increase was part of a phased plan to pay for water main projects to alleviate areas of low pressure, a replacement wash water tank, and a UV disinfection system. No rate increase is anticipated during 2013.

### **CONTACTING THE UTILITY FINANCIAL MANAGEMENT**

This financial report is designed to provide a general easy to read overview of the finances of the Sheboygan Water Utility and to provide an overview of plans for the future. If you have any questions about this report or would like to obtain additional information, please feel free to contact the Board of Water Commissioners at 72 Park Avenue Sheboygan, WI 53081-2958 or telephone (920) 459-3800.

**FINANCIAL STATEMENTS**

# SHEBOYGAN WATER UTILITY

## STATEMENTS OF NET POSITION As of December 31, 2012 and 2011

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	<b>ASSETS</b>	<u>2012</u>	<u>2011</u>
<b>CURRENT ASSETS</b>			
Cash and investments		\$ 4,198,998	\$ 3,376,908
Restricted Assets			
Principal and interest redemption account		323,013	314,472
Customer accounts receivable		1,028,363	973,044
Due from municipality		166,490	174,975
Materials and supplies		269,812	246,316
Prepayments		<u>49,878</u>	<u>26,720</u>
Total Current Assets		<u>6,036,554</u>	<u>5,112,435</u>
<b>NON-CURRENT ASSETS</b>			
Restricted Assets			
Reserve account		584,405	664,819
Other Assets			
Special assessments receivable		360,279	431,695
Capital Assets			
Plant in service		47,128,128	46,896,311
Accumulated depreciation		(14,419,373)	(13,431,978)
Construction work in progress		<u>3,148,130</u>	<u>1,678,072</u>
Total Non-Current Assets		<u>36,801,569</u>	<u>36,238,919</u>
Total Assets		<u>42,838,123</u>	<u>41,351,354</u>

		<u>2012</u>	<u>2011</u>
<b>LIABILITIES</b>			
<b>CURRENT LIABILITIES</b>			
Accounts payable	\$	112,946	\$ 180,528
Accrued wages		60,843	47,994
Accrued taxes		990,301	954,120
Accrued vacation leave		89,786	90,302
Current portion of general obligation debt		11,379	10,692
Current Liabilities Payable from Restricted Assets			
Current portion of revenue bonds		574,822	555,544
Accrued interest		<u>59,800</u>	<u>63,599</u>
Total Current Liabilities		<u>1,899,877</u>	<u>1,902,779</u>
<b>NON-CURRENT LIABILITIES</b>			
General obligation debt		253,339	264,719
Revenue bonds		7,996,032	8,570,854
Unamortized debt premium		2,657	2,854
Accrued sick leave		<u>469,320</u>	<u>477,875</u>
Total Non-Current Liabilities		<u>8,721,348</u>	<u>9,316,302</u>
Total Liabilities		<u>10,621,225</u>	<u>11,219,081</u>
<b>NET POSITION</b>			
Net investment in capital assets		27,948,193	26,677,972
Restricted		263,213	250,873
Unrestricted		<u>4,005,492</u>	<u>3,203,428</u>
<b>TOTAL NET POSITION</b>		<u>\$ 32,216,898</u>	<u>\$ 30,132,273</u>

See accompanying notes to the financial statements.

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## SHEBOYGAN WATER UTILITY

### STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION For the Years Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<b>OPERATING REVENUES</b>		
Sales of water	\$ 7,533,945	\$ 6,877,911
Other	115,587	119,993
Total Operating Revenues	<u>7,649,532</u>	<u>6,997,904</u>
<b>OPERATING EXPENSES</b>		
Operation and maintenance	3,223,156	3,317,123
Depreciation	1,044,227	1,025,712
Total Operating Expenses	<u>4,267,383</u>	<u>4,342,835</u>
<b>OPERATING INCOME</b>	<u>3,382,149</u>	<u>2,655,069</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>		
Investment income	11,238	12,459
Gain on sale of capital assets	6,964	4,236
Interest expense	(346,253)	(358,745)
Amortization of debt premium	197	197
Total Non-Operating Revenues (Expenses)	<u>(327,854)</u>	<u>(341,853)</u>
Income Before Contributions and Transfers	3,054,295	2,313,216
<b>CAPITAL CONTRIBUTIONS</b>	-	7,125
<b>TRANSFERS - TAX EQUIVALENT</b>	<u>(969,670)</u>	<u>(933,489)</u>
<b>CHANGE IN NET POSITION</b>	2,084,625	1,386,852
NET POSITION - Beginning of Year	<u>30,132,273</u>	<u>28,745,421</u>
<b>NET POSITION - END OF YEAR</b>	<u><u>\$ 32,216,898</u></u>	<u><u>\$ 30,132,273</u></u>

See accompanying notes to the financial statements.

# SHEBOYGAN WATER UTILITY

## STATEMENTS OF CASH FLOWS For the Years Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Received from customers	\$ 7,670,033	\$ 6,975,164
Paid to suppliers for goods and services	(1,917,239)	(1,925,352)
Paid to employees for operating payroll	(1,300,628)	(1,328,559)
Net Cash Flows From Operating Activities	<u>4,452,166</u>	<u>3,721,253</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>		
Paid to municipality for tax equivalent	(933,489)	(901,281)
Debt retired on pension liability	(10,693)	(10,129)
Interest paid on pension liability	(5,509)	3,492
Net Cash Flows From Noncapital Financing Activities	<u>(949,691)</u>	<u>(907,918)</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Acquisition and construction of capital assets	(1,962,844)	(1,990,301)
Received from the sale of capital assets	6,964	4,236
Capital contributions received	-	7,125
Special assessments received	92,211	71,248
Salvage of retirement of plant	260	36,722
Debt retired	(555,544)	(526,381)
Interest paid	(344,543)	(374,844)
Net Cash Flows From Capital and Related Financing Activities	<u>(2,763,496)</u>	<u>(2,772,195)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Investment income	<u>11,238</u>	<u>12,459</u>
<b>Net Change in Cash and Cash Equivalents</b>	750,217	53,599
CASH AND CASH EQUIVALENTS - Beginning of Year	<u>4,356,199</u>	<u>4,302,600</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 5,106,416</u>	<u>\$ 4,356,199</u>
<b>NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Special assessments levied	<u>\$ 20,795</u>	<u>\$ 127,513</u>

	<u>2012</u>	<u>2011</u>
<b>RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Operating income	\$ 3,382,149	\$ 2,655,069
Noncash items in operating income		
Depreciation	1,044,227	1,025,712
Depreciation charged to clearing and other utilities	144,542	141,243
Changes in assets and liabilities		
Customer accounts receivable	(55,319)	(30,564)
Due from municipality	8,485	(55,206)
Materials and supplies	(23,496)	15,490
Prepayments	(23,158)	853
Accounts payable	(29,042)	(30,809)
Accrued vacation and sick leave	(9,071)	2,696
Other current liabilities	<u>12,849</u>	<u>(3,231)</u>
<b>NET CASH FLOWS FROM OPERATING ACTIVITIES</b>	<b><u>\$ 4,452,166</u></b>	<b><u>\$ 3,721,253</u></b>
<b>RECONCILIATION OF CASH AND CASH EQUIVALENTS TO STATEMENT OF NET POSITION ACCOUNTS</b>		
Cash and investments	\$ 4,198,998	\$ 3,376,908
Reserve account	584,405	664,819
Principal and interest account	<u>323,013</u>	<u>314,472</u>
<b>CASH AND CASH EQUIVALENTS</b>	<b><u>\$ 5,106,416</u></b>	<b><u>\$ 4,356,199</u></b>

See accompanying notes to the financial statements.

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2012 and 2011

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### **NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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The financial statements of Sheboygan Water Utility (utility) have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to enterprise funds of governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The significant accounting principles and policies utilized by the utility are described below.

#### ***REPORTING ENTITY***

The utility is a separate enterprise fund of the City of Sheboygan (municipality). The utility is managed by a utility commission. The utility provides water service to properties within the municipality. The utility provides water service to properties within the municipality and wholesale service to the City of Sheboygan Falls and Village of Kohler.

The water utility operates under service rules and rates established by the Public Service Commission of Wisconsin (PSCW). The accounting records of the utility are maintained in accordance with Uniform System of Accounts prescribed by the PSCW.

#### ***MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION***

The utility is presented as an enterprise fund of the municipality. Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business or where the governing body has decided that the determination of revenues earned, costs incurred, and net income is necessary for management accountability.

The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In June 2011, the Governmental Accounting Standards Board (GASB) issued Statement No. 63 - *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. This statement provides financial reporting guidance for deferred outflows of resources and deferred inflows of resources. Previous financial reporting standards did not include guidance for these elements, which are distinct from assets and liabilities.

The utility made the decision to implement this standard effective January 1, 2012.

Preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS As of and for the Years Ended December 31, 2012 and 2011

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### **NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)**

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#### ***ASSETS, LIABILITIES AND NET POSITION***

##### ***Deposits and Investments***

For purposes of the statement of cash flows, cash, and cash equivalents have original maturities of three months or less from the date of acquisition.

Investment of utility funds is restricted by state statutes. Investments are limited to:

- > Time deposits in any credit union, bank, savings bank or trust company maturing in three years or less.
- > Bonds or securities of any county, city, drainage district, technical college district, village, town, or school district of the state. Also, bonds issued by a local exposition district, local professional baseball park district, local professional football stadium district, local cultural arts district the University of Wisconsin Hospitals and Clinics Authority, or the Wisconsin Aerospace Authority.
- > Bonds or securities issued or guaranteed by the federal government.
- > The local government investment pool.
- > Any security maturing in seven years or less and having the highest or second highest rating category of a nationally recognized rating agency.
- > Securities of an open end management investment company or investment trust, subject to various conditions and investment options.
- > Repurchase agreements with public depositories, with certain conditions.

The utility has adopted an investment policy. The utility as part of the municipality, is covered under an investment policy adopted by the City of Sheboygan. Please refer to the City of Sheboygan's financial statements for information regarding the adopted investment policy. This policy does not address custodial credit risk associated with the City of Sheboygan's or the utility's deposits or investments.

Investments are stated at fair value, which is the amount at which an investment could be exchanged in a current transaction between willing parties. Fair values are based on quoted market prices. No investments are reported at amortized cost. Adjustments necessary to record investments at fair value are recorded in the operating statement as increases or decreases in investment income. Market values may have changed significantly after year end.

##### ***Receivables/Payables***

Transactions between the utility and other funds of the municipality that are representative of lending/borrowing arrangements outstanding at year end are referred to as advances to/from other funds. All other outstanding balances between the utility and other funds of the municipality are reported as due to/from other funds.

The utility has the right under Wisconsin statutes to place delinquent water bills on the tax roll for collection. As such, no allowance for uncollectible customer accounts is considered necessary.

##### ***Materials and Supplies***

Materials and supplies are generally used for construction, operation, and maintenance work, not for resale. They are valued at the lower of cost or market utilizing the average cost method and charged to construction or expense when used.

# SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2012 and 2011

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## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

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### *ASSETS, LIABILITIES AND NET POSITION (cont.)*

#### ***Restricted Assets***

Mandatory segregations of assets are presented as restricted assets. Such segregations are required by bond agreements and other external parties. Current liabilities payable from these restricted assets are so classified.

#### ***Capital Assets***

Capital assets are generally defined by the utility as assets with an initial, individual cost of more than \$1,000 and an estimated useful life in excess of one year.

Capital assets of the utility are recorded at cost or the fair market value at the time of contribution to the utility. Major outlays for utility plant are capitalized as projects are constructed. Interest incurred during the construction phase is reflected in the capitalized value of the capital assets constructed, net of interest earned on the invested proceeds over the same period. Capital assets in service are depreciated or amortized using the straight-line method over the following useful lives:

	<u>Years</u>
Water Plant	
Source of supply	50
Pumping	28-42
Water treatment	30-40
Transmission and distribution	45-100
General	4-45

#### ***Accrued Vacation Leave***

Under terms of employment, employees are granted sick leave and vacations in varying amounts. Only benefits considered to be vested are disclosed in these statements. Vested vacation and sick leave pay is accrued when earned in the financial statements. The liability is liquidated from general operating revenues of the utility.

#### ***Long-Term Obligations***

Long-term debt and other obligations are reported as utility liabilities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight-line method. Gains or losses on prior refundings are amortized over the remaining life of the old debt or the life of the new debt, whichever is shorter.

#### ***REVENUES AND EXPENSES***

The utility distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the utility's principal ongoing operations. The principal operating revenues of the utility are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2012 and 2011

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### **NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)**

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#### ***REVENUES AND EXPENSES (cont.)***

##### ***Charges for Services***

Billings are rendered and recorded monthly based on metered usage. The utility does accrue revenues beyond billing dates.

Current water rates were approved by the PSCW effective February 1, 2012. The rates are designed to provide 4.50% return on rate base.

##### ***Capital Contributions***

Cash and capital assets are contributed to the utility from customers, the municipality, or external parties. The value of property contributed to the utility is reported as revenue on the statements of revenues, expenses, and changes in net position.

##### ***Interfund Transfers***

Transfers include the payment in lieu of taxes to the municipality.

#### ***EFFECT OF NEW ACCOUNTING STANDARDS ON CURRENT PERIOD FINANCIAL STATEMENTS***

The Governmental Accounting Standards Board (GASB) has approved GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*; Statement No. 66, *Technical Corrections - 2012 an amendment of GASB Statements No. 10 and No. 62*; Statement No. 67, *Financial Reporting for Pension Plans - an amendment of GASB Statement No. 25*; and Statement No. 68, *Accounting and Financial reporting for Pensions - an amendment of GASB Statement No. 27*. Application of these standards may restate portions of these financial statements.

## SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2012 and 2011

### **NOTE 2 - DEPOSITS AND INVESTMENTS**

	Carrying Value as of December 31,		Risks
	2012	2011	
Deposits	\$ 4,100,753	\$ 2,853,285	Custodial Credit Risk
Certificates of deposits	1,005,113	1,502,364	Custodial Credit Risk
Petty Cash	550	550	
Totals	<b>\$ 5,106,416</b>	<b>\$ 4,356,199</b>	

Deposits in each local and area bank are insured by the FDIC in the amount of \$250,000 for time and savings accounts (including NOW accounts), \$250,000 for interest-bearing demand deposit accounts, and unlimited amounts for noninterest bearing transaction accounts through December 31, 2012. On January 1, 2013 the temporary unlimited coverage for noninterest bearing transaction accounts expired. Therefore, demand deposit accounts (interest bearing and noninterest bearing) are insured for a total of \$250,000 beginning January 1, 2013. In addition, if deposits are held in an institution outside of the state in which the government is located, insured amounts are further limited to a total of \$250,000 for the combined amount of all deposit accounts.

Bank accounts are also insured by the State Deposit Guarantee Fund (SDGF) in the amount of \$400,000. However, due to the relatively small size of the Guarantee Fund in relationship to the total deposits covered and other legal implications, recovery of material principal losses may not be significant to individual municipalities.

The utility may also maintain separate cash and investment accounts at the same financial institutions utilized by the municipality. Federal depository insurance and the SDGF apply to all municipal accounts, and accordingly, the amount of insured funds is not determinable for the utility alone. Therefore, coverage for the utility may be reduced. Investment income on commingled investments of the entire municipality is allocated based on average investment balances.

#### ***Custodial Credit Risk***

##### **Deposits**

Custodial credit risk is the risk that in the event of a financial institution failure, the utility's deposits may not be returned to the utility.

##### **Investments**

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the utility will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

## SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2012 and 2011

### NOTE 3 - RESTRICTED ASSETS

#### *Restricted Accounts*

Certain proceeds of the utility's debt, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because their use is limited. The following accounts are reported as restricted assets:

- Redemption - Used to segregate resources accumulated for debt service payments over the next twelve months.
- Reserve - Used to report resources set aside to make up potential future deficiencies in the redemption account.

#### *Restricted Net Position*

The following calculation supports the amount of water restricted net position:

	2012	2011
Restricted Assets		
Reserve account	\$ 584,405	\$ 664,819
Principal and interest redemption account	323,013	314,472
Principal and interest redemption account	323,013	314,472
Total Restricted Assets	1,230,431	1,293,763
Less: Restricted Assets Not Funded by Revenues		
Reserve from borrowing	(584,405)	(664,819)
Current Liabilities Payable From Restricted Assets	(59,800)	(63,599)
Total Restricted Net Position as Calculated	\$ 586,226	\$ 565,345

The purpose of the restricted net position is as follows:

	2012	2011
Debt Service	\$ 263,213	\$ 250,873
Restricted Net Position	\$ 263,213	\$ 250,873

## SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2012 and 2011

### NOTE 4 - CHANGES IN CAPITAL ASSETS

#### *Water Utility*

A summary of changes in water capital assets for 2012 follows:

	Balance 1/1/12	Increases	Decreases	Balance 12/31/12
Capital assets, not being depreciated				
Land and land rights	\$ 98,671	\$ 35,000	\$ -	\$ 133,671
Capital assets being depreciated				
Source of supply	695,688	-	-	695,688
Pumping	4,915,906	23,892	800	4,938,998
Water treatment	7,411,817	65,724	10,704	7,466,837
Transmission and distribution	31,805,947	57,956	-	31,863,903
General	1,968,282	250,879	190,130	2,029,031
Total Capital Assets Being Depreciated	46,797,640	398,451	201,634	46,994,457
Total Capital Assets	46,896,311	433,451	201,634	47,128,128
Less: Accumulated depreciation				
Source of supply	(432,565)	(11,827)	-	(444,392)
Pumping	(1,971,648)	(191,015)	800	(2,161,863)
Water treatment	(2,886,162)	(240,667)	10,705	(3,116,124)
Transmission and distribution	(6,921,500)	(562,979)	-	(7,484,479)
General	(1,220,103)	(182,281)	189,869	(1,212,515)
Total Accumulated Depreciation	(13,431,978)	(1,188,769)	201,374	(14,419,373)
Construction in progress	1,678,072	1,582,264	112,206	3,148,130
Net Capital Assets	\$ 35,142,405			\$ 35,856,885

## SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2012 and 2011

### NOTE 4 - CHANGES IN CAPITAL ASSETS (cont.)

#### *Water Utility* (cont.)

A summary of changes in water capital assets for 2011 follows:

	Balance 1/1/11	Increases	Decreases	Balance 12/31/11
Capital assets, not being depreciated				
Land and land rights	\$ 98,671	\$ -	\$ -	\$ 98,671
Capital assets being depreciated				
Source of supply	677,455	18,233	-	695,688
Pumping	4,875,689	76,271	36,054	4,915,906
Water treatment	7,407,184	44,749	40,116	7,411,817
Transmission and distribution	31,524,222	388,213	106,488	31,805,947
General	<u>1,988,372</u>	<u>161,696</u>	<u>181,786</u>	<u>1,968,282</u>
Total Capital Assets Being Depreciated	<u>46,472,922</u>	<u>689,162</u>	<u>364,444</u>	<u>46,797,640</u>
Total Capital Assets	<u>46,571,593</u>	<u>689,162</u>	<u>364,444</u>	<u>46,896,311</u>
Less: Accumulated depreciation				
Source of supply	(420,893)	(11,672)	-	(432,565)
Pumping	(1,815,316)	(189,861)	33,529	(1,971,648)
Water treatment	(2,686,591)	(239,687)	40,116	(2,886,162)
Transmission and distribution	(6,439,373)	(558,699)	76,572	(6,921,500)
General	<u>(1,230,574)</u>	<u>(167,033)</u>	<u>177,504</u>	<u>(1,220,103)</u>
Total Accumulated Depreciation	<u>(12,592,747)</u>	<u>(1,166,952)</u>	<u>327,721</u>	<u>(13,431,978)</u>
Construction in progress	<u>610,026</u>	<u>1,557,038</u>	<u>488,992</u>	<u>1,678,072</u>
Net Capital Assets	<u>\$ 34,588,872</u>			<u>\$ 35,142,405</u>

## SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2012 and 2011

### NOTE 5 - LONG-TERM OBLIGATIONS

#### *Revenue Bonds - Water*

The following bonds have been issued:

Date	Purpose	Final Maturity	Interest Rate	Original Amount	Outstanding Amount 12/31/12
3/10/04	Plant expansion	5/1/23	2.75%	\$ 3,152,000	\$ 2,020,854
9/1/05	Refunding	6/1/25	3.75-4.25	4,900,000	3,025,000
4/1/07	Plant expansion	5/1/27	4.00-5.00	4,000,000	<u>3,525,000</u>
	Total Revenue Bonds - Water				<u>\$ 8,570,854</u>

Revenue bonds debt service requirements to maturity follows:

Year Ending December 31	Principal	Interest	Total
2013	\$ 574,822	\$ 322,157	\$ 896,979
2014	589,217	298,902	888,119
2015	593,733	275,324	869,057
2016	598,373	252,370	850,743
2017	603,141	230,286	833,427
2018-2022	3,226,938	804,710	4,031,648
2023-2027	<u>2,384,630</u>	<u>213,907</u>	<u>2,598,537</u>
Totals	<u>\$ 8,570,854</u>	<u>\$ 2,397,656</u>	<u>\$ 10,968,510</u>

All utility revenues net of specified operating expenses are pledged as security of the above revenue bonds until the bonds are defeased. Principal and interest paid for 2012 and 2011 were \$900,087 and \$892,020, respectively. Total customer net revenues as defined for the same periods were \$4,444,578 and \$3,697,476. Annual principal and interest payments are expected to require 17% of net revenues on average.

#### *General Obligation Debt - Water*

The following general obligation bonds have been issued:

Date	Purpose	Final Maturity	Interest Rate	Original Amount	Outstanding Amount 12/31/12
1/30/08	Unfunded retirement obligation	3/15/27	2.00%	\$ 302,304	\$ 264,718

## SHEBOYGAN WATER UTILITY

### NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2012 and 2011

#### **NOTE 5 - LONG-TERM OBLIGATIONS (cont.)**

##### ***General Obligation Debt - Water (cont.)***

General obligation bonds debt service requirements to maturity follows:

<u>Year Ending December 31</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2013	\$ 11,379	\$ 5,294	\$ 16,673
2014	12,061	5,700	17,761
2015	12,785	6,515	19,300
2016	13,515	6,855	20,370
2017	14,363	7,524	21,887
2018-2022	85,793	36,159	121,952
2023-2027	<u>114,822</u>	<u>19,244</u>	<u>134,066</u>
Totals	<u>\$ 264,718</u>	<u>\$ 87,291</u>	<u>\$ 352,009</u>

##### ***Long-Term Obligations Summary***

Long-term obligation activity for the year ended December 31, 2012 is as follows:

	<u>1/1/12 Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>12/31/12 Balance</u>	<u>Due Within One Year</u>
Revenue bonds	\$ 9,126,398	\$ -	\$ 555,544	\$ 8,570,854	\$ 574,822
General obligation debt	275,411	-	10,693	264,718	11,379
Accrued sick leave	477,875	27,781	36,336	469,320	-
Unamortized premium	<u>2,854</u>	<u>-</u>	<u>197</u>	<u>2,657</u>	<u>-</u>
Totals	<u>\$ 9,882,538</u>	<u>\$ 27,781</u>	<u>\$ 602,770</u>	<u>\$ 9,307,549</u>	<u>\$ 586,201</u>

Long-term obligation activity for the year ended December 31, 2011 is as follows:

	<u>1/1/11 Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>12/31/11 Balance</u>	<u>Due Within One Year</u>
Revenue bonds	\$ 9,652,779	\$ -	\$ 526,381	\$ 9,126,398	\$ 555,544
General obligation debt	285,540	-	10,129	275,411	10,692
Accrued sick leave	485,283	-	7,408	477,875	-
Unamortized premium	<u>3,051</u>	<u>-</u>	<u>197</u>	<u>2,854</u>	<u>-</u>
Totals	<u>\$ 10,426,653</u>	<u>\$ -</u>	<u>\$ 544,115</u>	<u>\$ 9,882,538</u>	<u>\$ 566,236</u>

# SHEBOYGAN WATER UTILITY

NOTES TO FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2012 and 2011

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## NOTE 5 - LONG-TERM OBLIGATIONS (cont.)

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### *Bond Covenant Disclosures*

The following information is provided in compliance with the resolution creating the water revenue bonds:

#### *Insurance*

The utility is exposed to various risks of loss related to torts, theft of, damage to, or destruction of assets, errors and omissions, workers compensation, and health care of its employees. These risks are covered through the purchase of commercial insurance, with minimal deductibles. Settled claims have not exceeded coverage in any of the last three years. There were no significant reductions in coverage compared to the prior year.

The utility is covered under the following insurance policies at December 31, 2012:

<u>Type</u>	<u>Coverage</u>	<u>Expiration</u>
<i>Automotive Liability</i>		
Property - Contents	\$ 5,869,970	7/1/2013
General Liability	2,000,000	7/1/2013
Automobile Liability	1,000,000	7/1/2013
Contractors Equipment	565,245	7/1/2013
Auto - Physical Damage	385,281	7/1/2013
Umbrella Liability	2,000,000	7/1/2013
<i>Crime - Theft/Forgery</i>		
Position Bond* (Employee Dishonesty)	\$ 100,000	7/1/2013
Forgery/Alteration	100,000	7/1/2013
Extra Expense	250,000	7/1/2013
EDP	268,830	7/1/2013
Employee Benefits	2,000,000	7/1/2013
Public Officials Liability	1,000,000	7/1/2013
<i>Property</i>		
Buildings	\$ 31,024,636	7/1/2013
Flood	10,000,000	7/1/2013
Earthquake	10,000,000	7/1/2013

## SHEBOYGAN WATER UTILITY

### NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2012 and 2011

#### **NOTE 5 - LONG-TERM OBLIGATIONS (cont.)**

##### ***Bond Covenant Disclosures (cont.)***

##### ***Debt Coverage***

Under terms of the resolutions providing for the issue of revenue bonds, revenues less operating expenses excluding depreciation (defined net earnings) must exceed 1.2 times the annual debt service. The coverage only includes revenue debt and does not include general obligation or other debt. The coverage requirement was met in 2012 and 2011 as follows:

	2012	2011
Operating revenues	\$ 7,649,532	\$ 6,997,904
Investment income	11,238	12,459
Miscellaneous non-operating income	6,964	4,236
Less: Operation and maintenance expenses	(3,223,156)	(3,317,123)
<b>Net Defined Earnings</b>	<b>\$ 4,444,578</b>	<b>\$ 3,697,476</b>
 Minimum Required Earnings per Resolution:		
Annual debt service - principal	\$ 555,544	\$ 526,381
Annual debt service - interest	344,543	365,639
Subtotal	900,087	892,020
Coverage factor	1.20	1.20
 Minimum Required Earnings	 <b>\$ 1,080,104</b>	 <b>\$ 1,070,424</b>
 Actual Debt Coverage	 <b>4.94</b>	 <b>4.15</b>

##### ***Number of Customers and Billed Volumes - Water***

The utility has the following number of customers and billed volumes for 2012 and 2011:

	Customers		Sales (000 gals)	
	2012	2011	2012	2011
Residential	17,024	17,065	866,323	843,616
Commercial	1,525	1,509	393,631	399,605
Industrial	207	207	2,225,816	2,180,694
Public authority	136	131	58,643	54,520
Wholesale	2	2	791,404	773,892
Interdepartmental	4	4	4,500	4,500
<b>Totals</b>	<b>18,898</b>	<b>18,918</b>	<b>4,340,317</b>	<b>4,256,827</b>

##### ***Utility Budget***

The 2012 and 2011 utility budgets were prepared and approved as required by the bond resolutions.

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS

As of and for the Years Ended December 31, 2012 and 2011

### **NOTE 6 - NET POSITION**

GASB No. 34 requires the classification of net position into three components - net investment in capital assets, restricted, and unrestricted. These classifications are defined as follows:

**Net investment in capital assets** - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

**Restricted** - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

**Unrestricted net position** - This component of net position consists of net positions that do not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the utility's policy to use restricted resources first, then unrestricted resources as they are needed.

The following calculation supports the:

	2012	2011
Plant in service	\$ 47,128,128	\$ 46,896,311
Accumulated depreciation	(14,419,373)	(13,431,978)
Construction in progress	<u>3,148,130</u>	<u>1,678,072</u>
Sub-Totals	<u>35,856,885</u>	<u>35,142,405</u>
<b>Less: Capital related debt</b>		
Current portion of capital related long-term debt	574,822	555,544
Long-term portion of capital related long-term debt	7,996,032	8,570,854
Unamortized debt discount	<u>2,657</u>	<u>2,854</u>
Sub-Totals	<u>8,573,511</u>	<u>9,129,252</u>
<b>Add: Unspent debt proceeds</b>		
Reserve from borrowing	<u>664,819</u>	<u>664,819</u>
<b>Total Net Investment in Capital Assets</b>	<u><u>\$ 27,948,193</u></u>	<u><u>\$ 26,677,972</u></u>

# SHEBOYGAN WATER UTILITY

## NOTES TO FINANCIAL STATEMENTS As of and for the Years Ended December 31, 2012 and 2011

### **NOTE 7 - EMPLOYEES RETIREMENT SYSTEM**

All eligible employees participate in the Wisconsin Retirement System (WRS), a cost-sharing, multiple-employer, defined benefit, public employee retirement system. All employees, initially employed by a participating WRS employer prior to July 1, 2011, expected to work at least 600 hours a year and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS. All employees, initially employed by a participating WRS employer on or after July 1, 2011, and expected to work at least 1,200 hours a year and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

Prior to June 29, 2011, covered employees in the General category were required by statute to contribute 6.5% of their salary (3.9% for Executives and Elected Officials, 5.8% for Protective Occupations with Social Security, and 4.8% for Protective Occupations without Social Security) to the plan. Employers could make these contributions to the plan on behalf of employees. Employers were required to contribute an actuarially determined amount necessary to fund the remaining projected cost of future benefits.

Effective the first day of the first pay period on or after June 29, 2011 the employee required contribution was changed to one-half of the actuarially determined contribution rate for General category employees, and Executives and Elected Officials. Required contributions for protective contributions are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement. Contribution rates for 2012 and 2011 are:

<u>2012</u>	<u>Employees</u>	<u>Employer</u>
General	5.9%	5.9%
Executives & Elected Officials	7.05%	7.05%
<u>2011</u>	<u>Employees</u>	<u>Employer</u>
General	5.8%	5.8%
Executives & Elected Officials	6.65%	6.65%

Covered payroll listed below is substantially the same as total payroll.

	<u>Year Ended December 31</u>		
	<u>2012</u>	<u>2011</u>	<u>2010</u>
Total Covered Employee Payroll	<u>\$ 1,735,997</u>	<u>\$ 1,751,324</u>	<u>\$ 1,713,267</u>
Total Required Contributions	<u>\$ 204,848</u>	<u>\$ 203,154</u>	<u>\$ 188,459</u>
Total Required Contributions	<u>11.8%</u>	<u>11.6%</u>	<u>11.0%</u>

Details of the plan are disclosed in the basic financial statements of the City of Sheboygan.

## **SHEBOYGAN WATER UTILITY**

**NOTES TO FINANCIAL STATEMENTS**  
As of and for the Years Ended December 31, 2012 and 2011

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### **NOTE 8 - COMMITMENTS AND CONTINGENCIES**

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#### ***Claims and Judgments***

From time to time, the utility is party to various pending claims and legal proceedings. Although the outcome of such matters cannot be forecasted with certainty, it is the opinion of management and the utility's legal counsel that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the utility's financial position or results of operations.

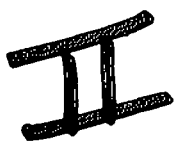
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### **NOTE 9 - SIGNIFICANT CUSTOMERS**

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#### ***Water Utility***

The utility has one significant customer who was responsible for 19% and 17% of operating revenues in 2012 and 2011, respectively.



R.O. No. \_\_\_\_\_ - 13 - 14. By CHIEF OF POLICE. May 6, 2013.

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 January 1, 2013 and ending March 31, 2013.

Part I Crimes	January		February		March		2013 TOTAL 1st QTR Actual Offenses	2012 TOTAL 1st QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	1	1	0	0	0	0	1	2
Rape	4	1	0	1	0	0	4	6
Robbery	2	1	0	1	0	0	2	10
Aggravated Assault	11	13	7	8	3	4	21	24
Burglary	22	10	13	4	14	4	49	57
Theft	77	33	65	45	61	28	203	300
Vehicle Theft	1	1	1	1	3	2	5	7
Arson	2	1	0	0	1	0	3	1
<b>Total Part I Crimes</b>	<b>120</b>	<b>61</b>	<b>86</b>	<b>60</b>	<b>82</b>	<b>38</b>	<b>288</b>	<b>407</b>
<b>Total Current Actual Offenses</b>		<b>288</b>	<b>Total Current Cleared</b>			<b>159</b>		
<b>Same Quarter Last Year</b>		<b>407</b>	<b>Same Quarter Last Year</b>			<b>151</b>		

<b>Traffic Arrests</b>	
<b>January</b>	<b>210</b>
<b>February</b>	<b>214</b>
<b>March</b>	<b>305</b>
<b>Current Quarter</b>	<b>729</b>
<b>Same Quarter Last Year</b>	<b>713</b>

<b>Other Arrests</b>	
<b>January</b>	<b>350</b>
<b>February</b>	<b>375</b>
<b>March</b>	<b>385</b>
<b>Current Quarter</b>	<b>1110</b>
<b>Same Quarter Last Year</b>	<b>827</b>

<b>Accidents Investigations</b>	
<b>Current Quarter</b>	<b>531</b>
<b>Same Quarter Last Year</b>	<b>391</b>

<b>Total Arrests</b>	
<b>Current Quarter</b>	<b>1839</b>
<b>Same Quarter Last Year</b>	<b>1540</b>

<b>Property</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Current Quarter</b>	<b>Same Quarter Last Year</b>
<b>Value Property Stolen</b>	<b>44,993</b>	<b>52,446</b>	<b>33,867</b>	<b>131,306</b>	<b>213,497</b>
<b>Value Property Recovered</b>	<b>10,470</b>	<b>10,311</b>	<b>13,651</b>	<b>34,432</b>	<b>36,351</b>
<b>Percent Recovered</b>	<b>23</b>	<b>20</b>	<b>40</b>	<b>27</b>	<b>17</b>

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Chief of Police Christopher D. Domagalski

II

R. O. No.       - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting various license applications.

  
City Clerk

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COMMERCIAL SALVAGE & RECYCLING LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2367	Sadoff & Rudoy Industries	3313 N. 21 <sup>st</sup> St.

AMUSEMENT LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1219	Marc Cinemas	3226 Kohler Memorial Dr.

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2380	Sheboygan Motorcycle Club	1212 Pennsylvania Ave. - one-day event to be held 6/8/13 to include entire bldg. and east/west parking lots.
2808	Water Street Pub Softball	931 N. 12 <sup>th</sup> St. - one-day event to be held 5/11/13 to include the parking lot south of building.

THEATER LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1219	Marc Cinemas	3226 Kohler Memorial Dr.

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting, as a matter of record, a communication of the Wisconsin Department of Administration stating that the proposed DHP, LLC annexation has been reviewed and found to be in the public interest.

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

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WISCONSIN DEPARTMENT OF  
ADMINISTRATION

SCOTT WALKER  
GOVERNOR

MIKE HUEBSCH  
SECRETARY

**Municipal Boundary Review**

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: [wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)

Web: <http://doa.wi.gov/municipalboundaryreview/>

April 9, 2013

PETITION FILE NO. 13662

SUSAN RICHARDS, CLERK  
CITY OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN, WI 53081

CATHY CONRAD, CLERK  
TOWN OF SHEBOYGAN  
1512 N 40TH ST  
SHEBOYGAN, WI 53081

Subject: DHP, LLC ANNEXATION

The proposed annexation submitted to our office on March 20, 2013, and as revised March 25, 2013, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city and any other contiguous village or city...." so as unincorporated land transitions to city or village status, the resulting boundaries are rational and easy for jurisdictions and residents to follow. The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF SHEBOYGAN**.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of state a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Secretary of State. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please also include the MBR number with your ordinance as this assists with record keeping. Your MBR number is: 13662**

The address of the Office of the Secretary of State is:

Annexations and Railroads  
Division of Government Records  
Office of the Secretary of State  
PO Box 7848  
Madison WI 53707-7848

Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

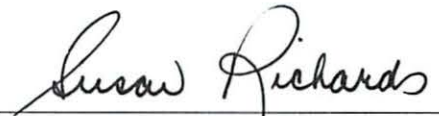
Erich Schmidtke, Municipal Boundary Review

cc: petitioner

II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting, as a matter of record, a communication from David Lensink, President of Art's Displays, Inc., notifying the City of Sheboygan of the assignment of the ground lease for 721 Riverfront Dr. The assignee is LG Riverfront, LLC and the effective date of the assignment is May 1, 2013.



---

City Clerk

III

Handwritten text, possibly a signature or name, located in the lower-left quadrant of the page.

Attn: Stephen McLean  
City Attorney  
City of Sheboygan  
828 Center Avenue Suite 304  
Sheboygan, WI 53081

May 1<sup>st</sup>, 2013

Dear Attorney McLean,

I am hereby notifying the City of Sheboygan of the assignment of the ground lease for 721 Riverfront Drive (formerly known as 721 South Franklin Street). The assignee is LG Riverfront, LLC whose address is 7116 W. Wells Street, Wauwatosa, WI 53213. The effective date of the assignment is May 1<sup>st</sup>, 2013.

If you have any questions regarding this assignment, please feel free to call me at 920-564-3884 or send correspondence to:

David Lensink  
W1277 Foster Road  
Oostburg, WI 53070

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "David Lensink". The signature is written in a cursive style with a large, stylized initial "D".

David Lensink  
President, Art's Displays, Inc.



R. O. No. 13 - 14. By CITY PLAN COMMISSION. May 6, 2013.

Your Commission to whom was referred Res No. 182-13-14 by Alderperson Hammond authorizing the execution of a lease agreement between the City of Sheboygan and Nemschoff Chairs, Inc. to include additional City-owned land; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 23, 2013, and after due consideration, recommends approval of the Resolution.

---

Director of Planning and Development

III


5.3

Res. No. 182- 13 - 14. By Alderperson Hammond. April 16, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the First Amendment to Lease Agreement between the City of Sheboygan and Nemschoff Chairs, Inc. to include additional City-owned land.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the First Amendment to Lease Agreement between the City of Sheboygan and Nemschoff Chairs, Inc. in form substantially similar to the attached.

*City Plan*  
*Finance*  
*new C.C*  
*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

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN  
THE CITY OF SHEBOYGAN AND NEMSCHOFF CHAIRS, INC.**

This First Amendment is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Sheboygan, Wisconsin, a Wisconsin municipal corporation (the "City"), and Nemschoff Chairs, Inc., a Wisconsin corporation ("Nemschoff"), (collectively, the "Parties").

**RECITALS**

- A. The Parties entered into a Lease Agreement dated as of the 1st day of January 1984 (the "Original Lease Agreement") with respect to certain lands described therein.
- B. Nemschoff has asked the City to amend the Original Lease Agreement so as to include additional City-owned land within its coverage and the City is willing to do so on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Original Lease Agreement as follows:

- 1. The leased premises is amended as described on "New Exhibit A" and shown outlined in red on the print marked "New Exhibit B" (the "Property"), both of which exhibits are attached hereto and by this reference incorporated herein for all purposes as if herein set forth at length.
- 2. This First Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to leases made and wholly performed within such state.
- 3. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.
- 4. No Other Changes. Except as otherwise specifically set forth herein, all other terms and conditions of the Original Lease Agreement remain unmodified and in full force and effect.

RETURN TO:

City Attorney Stephen G. McLean  
828 Center Ave., Suite 304  
Sheboygan, WI 53081-4442

59281-  
Parcel Ident. No.



NEW EXHIBIT A

Legal Description for Lease Agreement Between  
the City of Sheboygan and Nemschoff Chairs, Inc.

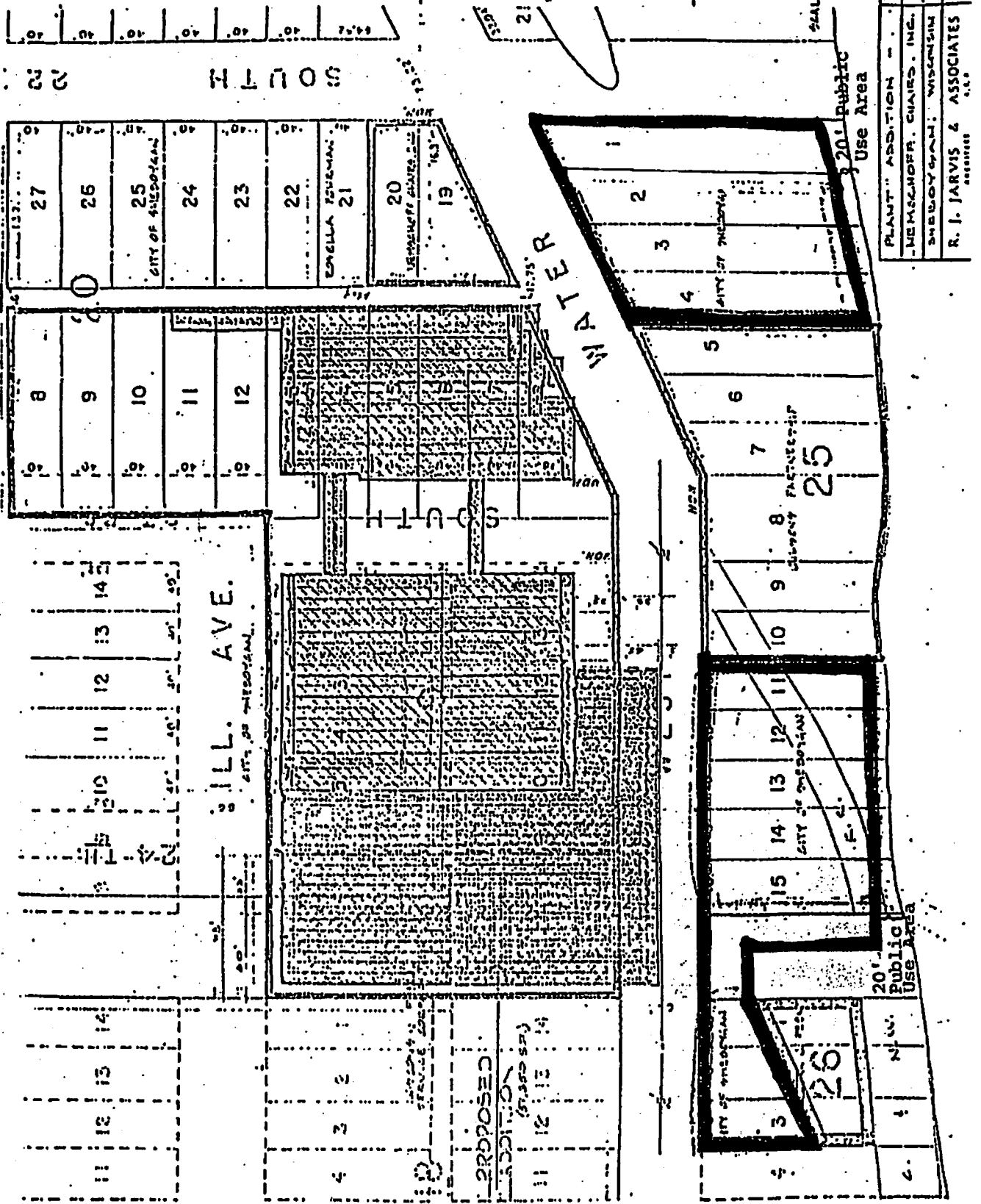
All of the City-owned parts of: Lots Two (2), Three (3), Four (4), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) in Block Twenty-five (25), and Lots One (1), Two (2), and Three (3) in Block Twenty-six (26), in Lyman's Addition to the City of Sheboygan, according to the recorded plat thereof, excepting Twenty (20') feet immediately adjacent to the water's edge of the Sheboygan River as to those lots in which the City's ownership abuts the Sheboygan River.

AND

All of Lot One (1) in Block Twenty-five (25), in Lyman's Addition to the City of Sheboygan, according to the recorded plat thereof, excepting Twenty (20') feet immediately adjacent to the water's edge of the Sheboygan River. (Tax Parcel No. 59281210490.)

NEW EXHIBIT B

Lease Agreement Between the City  
of Sheboygan and Nemschoff Chairs, Inc.



PLANT ADDITION	201
NEMSCHOFF CHAIRS, INC.	201
SHEBOYGAN, WISCONSIN	201
R. J. JARVIS & ASSOCIATES	201
ARCHITECT	201

# Nemschoff

April 16, 2013

City of Sheboygan Common Council

Council;

Nemschoff Chairs Manufacturing Facility, located at 2218 Julson Court, has in the past four years added several new employees as the result of consolidation of two smaller Health care furniture companies, the first from Auburn, WA, added 45 new employees. The second, from Sioux Center, IA, added another 55 new employees. Consolidation has Strengthened the company in Sheboygan, however, placing a strain on the parking areas for our employees.

Nemschoff Chairs Inc. is in the process of Requesting a lease agreement on a parcel of City owned land, amending a current lease agreement between the City of Sheboygan, and Nemschoff Chairs Inc to expand an employee parking lot.

To enable this plan to work, Nemschoff is requesting an Encroachment on the dead end road right of way, of South 22<sup>nd</sup> Street. If approved, Nemschoff intends to improve and maintain the property, as spelled out in both the Conditional use permit with the City of Sheboygan, and permit IP-SE-2012-60-03442, with Wisconsin department of Natural Resources.

Nemschoff, has completed, as requested by the City of Sheboygan, Storm water plans, Wisconsin DNR approvals, and accepted plans with the City of Sheboygan water utility. We have attached a drawing and legal description of the proposed encroachment adjacent to lot 1 in block 25 in Lyman's addition to the City of Sheboygan, Sheboygan County, Wisconsin.

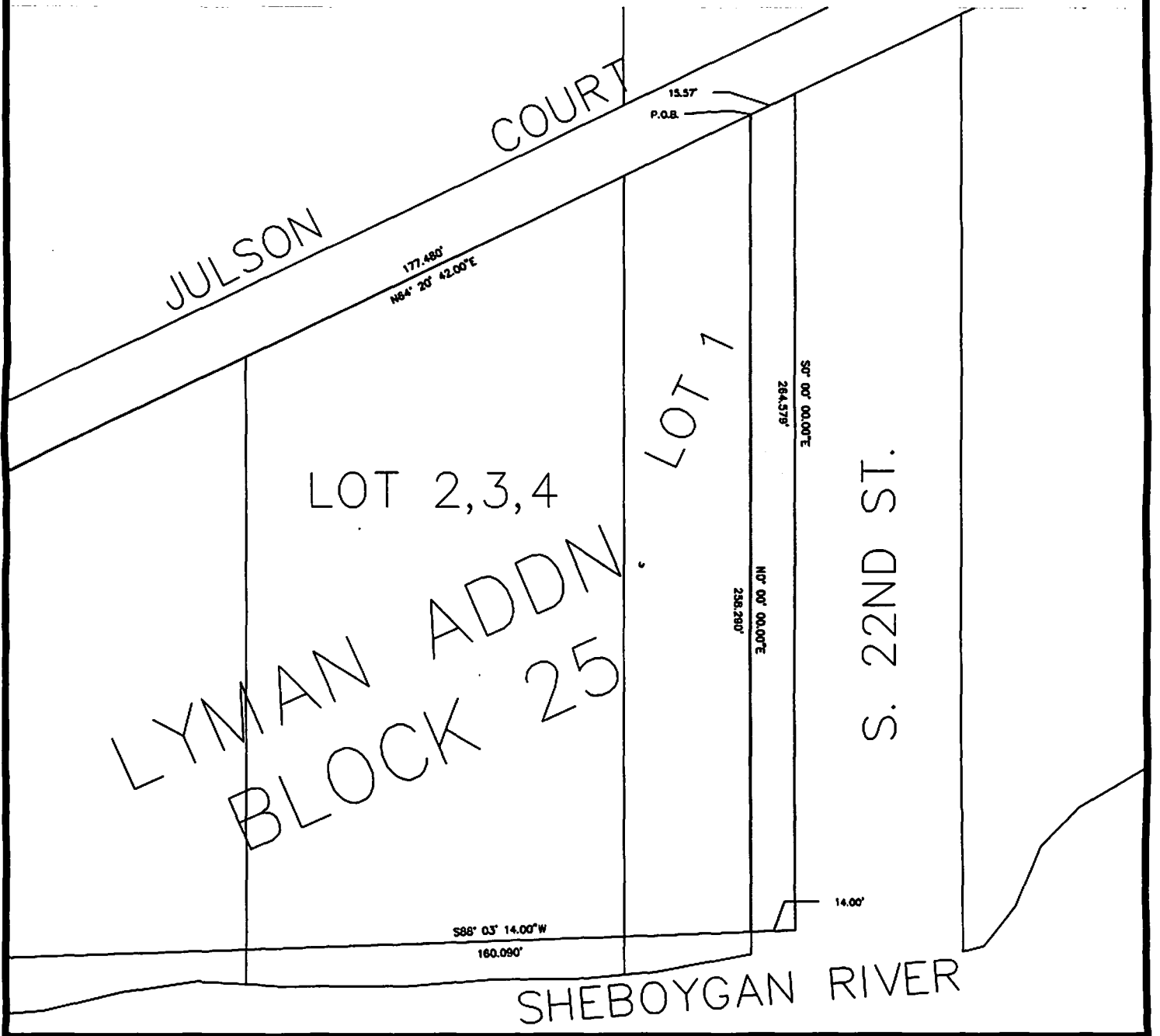
Sincerely,



Brian Schroeder  
Vice President Operations

ENCROACHMENT DESCRIPTION

THAT PART OF THE ROAD RIGHT OF WAY FOR SOUTH 22ND STREET ADJACENT TO LOT 1 IN BLOCK 25 IN LYMAN'S ADDITION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, DESCRIBED AS:  
 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING THE POINT OF BEGINNING, THENCE N.64°20'42"W. ALONG THE EXTENSION OF THE NORTH LINE OF SAID LOT 1 15.57 FEET, THENCE S. 00°00'00"W. 264.58 FEET, THENCE S.88°03'14"W 14.00 FEET TO THE EAST LINE OF SAID LOT 1, THENCE N.00°00'00"E. 258.29 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINS 3,646 SQUARE FEET OR 0.08 ACRES.



## Rick Neerhof

---

**From:** McLean, Steve <smclean@ci.sheboygan.wi.us>  
**Sent:** Wednesday, April 10, 2013 1:54 PM  
**To:** Rick Neerhof  
**Cc:** Hoffman, Kathryn  
**Subject:** FW: Expanded Parking Area-city owned land  
**Attachments:** Nemschoff Chairs Lease Agreement-1-1-84.pdf; Nemschoff Chairs-draft 1st amdt to lease.pdf; nemench (1).pdf; nemlease (1).pdf

459-3361

Rick: Per your request. Steve

**From:** McLean, Steve  
**Sent:** Tuesday, April 02, 2013 1:43 PM  
**To:** 'Kent Gawart'  
**Cc:** Biebel, David; Sazama, Ryan; Amodeo, James; Grosenick, Lee  
**Subject:** Expanded Parking Area-city owned land

Kent: Attached please find a draft of the proposed amendment to the existing lease between Nemschoff and the City, and related documents. I've attached a copy of the original lease from 1984 that would be amended, as well as a separate legal description for the added lease area. Finally, I've attached a legal description for the proposed encroachment area which is part of S. 22<sup>nd</sup> St. Paragraph 2 of the 1984 lease sets forth the annual rent calculation which is "...a sum equivalent to the annual real estate taxes which would be levied upon similar property by the City. The bare land tax of Nemschoff's adjacent riverfront property shall be used on a square foot basis to determine the tax equivalent rent." I believe the City Assessor's Office calculates this figure each year. Assuming the amendment is entered into to expand the leased premises, the additional leased area would be factored in to the rent as well.

As to the portion of S. 22<sup>nd</sup> Street that would be encroached upon, Nemschoff would need to submit an encroachment request to the City Clerk, with a copy of the drawing of the encroachment area with legal description and an explanation that the encroachment area would be used for parking lot purposes. There is a one-time fee for encroachments, currently set at \$1.50 per square foot, with a minimum of \$100. The proposed encroachment area is 3,646 square feet, resulting in a fee of \$5469.00.

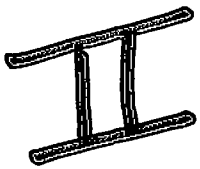
Please let me know if the proposed lease amendment is acceptable as is, or if you wish any changes. Once we're in agreement as to form, we can send a resolution to the Common Council authorizing entering into the lease amendment. This resolution, together with the amendment document, would be referred to the Plan Commission for review and recommendation back to the Common Council. You could also submit the encroachment request at the same time.

Should you have any questions, please let me know.

Thanks.

Steve

**Stephen G. McLean**  
City Attorney  
City of Sheboygan  
828 Center Ave., Suite 304  
Sheboygan, WI 53081-4442  
Ph. 920-459-3917 / Fax 920-459-3919  
e-mail: [smclean@ci.sheboygan.wi.us](mailto:smclean@ci.sheboygan.wi.us)



R. O. No.     - 13 - 14. By CITY PLAN COMMISSION. May 6, 2013.

Your Commission to whom was referred Res. No. 183-12-13 by Alderperson Hammond authorizing the purchase of 1014 and 1016 Erie Avenue for the purposes of the razing the property for new private investment in the neighborhood as part of the Neighborhood Revitalization Strategy Area activities; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 23, 2103, and after due consideration, recommends approval of the Resolution.

---

Director of Planning and Development

III

Other Matters

9.4

Res. No. 183 - 12 - 13. By Alderperson Hammond. April 15, 2013.

A RESOLUTION authorizing the purchase of 1014 and 1016 Erie Avenue for the purposes of the razing the property for new private investment in the neighborhood as part of the Neighborhood Revitalization Strategy Area activities.

WHEREAS, the City of Sheboygan has funds available through the Community Development Block Grant Program for revitalization efforts;

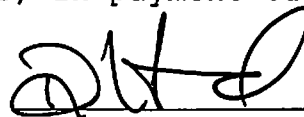
WHEREAS, with Gateway Neighborhood Revitalization efforts, one goal of the plan is to bring new private investment to the neighborhood. These properties will be razed and the land will be dedicated to Habitat for Humanity for new residential investment(s);

WHEREAS, the two properties lot size will allow for combining and a new house being constructed on it. The properties are vacant and an accepted offer of \$31,500 for 1014 Erie Avenue and \$26,500 for 1016 Erie Avenue has been received.

RESOLVED: That the Common Council authorizes the Mayor and City Clerk to sign all appropriate conveyance documents for 1014 and 1016 Erie Avenue to purchase the property.

BE IT FURTHER RESOLVED: that the Finance Director/Treasurer is hereby authorized to draw on CDBG Program funds, in payment of same.

*City Plan*



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

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

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

4/12/2013

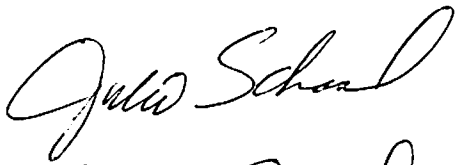
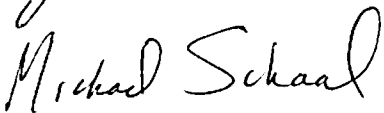
Chad Pelishek  
City of Sheboygan  
828 Center Ave  
Suite 104  
Sheboygan, WI 53081

I am agreeing to sell my properties on Erie Ave to the City of Sheboygan.  
1014 Erie Ave for \$31,500  
1016 Erie Ave for \$26,500  
With the closing costs paid by the purchaser.

I have adjusted the prices of the properties by \$1500 per property, which is still below fair market value.

The reason for the change in price is due to the original purchase agreement being violated by the purchaser. I have done *everything* that was necessary to facilitate the sale of these properties at a fair price. My price was determined by several factors, including the expectation that the original sale terms would be honored.

Julie Schaal  
Michael Schaal



Res. No. \_\_\_\_\_ - 13 - 14. By Alderperson Versey. May 6, 2013.

A RESOLUTION directing a public hearing to be held in connection with change in the text of the City's Official Zoning Ordinance to change various sections so as to provide for regulation of Donation Drop-Off boxes.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE TEXT OF THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 7:00 P.M., June 3, 2013, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the text of the City of Sheboygan's Official Zoning Ordinance. The purpose of the amendment in the text of the Zoning Ordinance is to change various sections so as to provide for regulation of Donation Drop-Off boxes.

\_\_\_\_\_

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

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

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



**VI**

R. C. No. \_\_\_\_\_ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. May 6, 2013.

Your Committee to whom was referred R. O. No. 338-12-13 by the City Clerk submitting a communication from Jason LaGow requesting that the deaf child area signs at his old home on the 1300 block of Union Ave. be moved to his new home at 2501 N. 6<sup>th</sup> St. in order to help his special needs child; recommends that the document be accepted and placed on file and to direct the proper officials to draft the appropriate ordinance.

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

Committee

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

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

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

II

4.5

R. O. No. 338- 12 - 13. By CITY CLERK. April 15, 2013.

Submitting a communication from Jason LaGow requesting that the deaf child area signs at his old home on the 1300 block of Union Ave. be moved to his new home at 2501 N. 6<sup>th</sup> St. in order to help his special needs child.

*PA 5  
new CC  
approved -  
have ordinance drafted*

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

To whom it may concern,

My name is Jason LaGow, I used to reside on the 1300 block of union avenue. I am requesting that you remove the deaf child area signs that are used on that block, to our updated residence of 2501 North 6<sup>th</sup> street. That would definitely help our special needs child. If you need to contact me for any reason my telephone number is 920-287-6760.

Thank you very much,

Jason LaGow

# VI

R. C. No.           - 13 - 14          . By PUBLIC PROTECTION AND SAFETY. May 6, 2013.

Your Committee to whom was referred R. O. No. 339-12-13 by Building Inspection Department submitting the Building Inspection Department's report for March 2013; recommends that the document be accepted and placed on file.

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

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

Committee

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

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

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

II

Other Matters

9.1

R. O. No. 339-12-13. By BUILDING INSPECTION. April 15, 2013.

Submitting the Building Inspection Department's report for March 2013.

~~PPS~~  
~~of new Council~~  
ac + file

Susan Richards  
City Clerk

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2012	2013	2012	2013	2012
One-Family Residence						
Two-Family Residence						
Condominium						
Garages, Carports	1	2	\$ 10,000.00	\$ 21,000.00	\$ 234.00	\$ 502.80
New Commercial						
New Misc - Non Residential	1		\$ 9,374.00		\$ 100.00	
Storage Bldgs - Residential						
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	59	97	\$ 367,893.00	\$ 661,552.00	\$ 4,300.00	\$ 7,502.00
Alterations & Add'ns - Commercial	11	10	\$ 1,411,032.00	\$ 266,325.00	\$ 14,170.00	\$ 2,690.00
Wrecking	1	2	\$ 10,756.00	\$ 12,850.00	\$ 100.00	\$ 249.68
Moving		1		\$ 1,500.00		\$ 109.24
Signs	14	1	\$ 146,180.00	\$ 1,200.00	\$ 1,650.00	\$ 50.00
Fences/ Pools/ Decks/ Driveways		18		\$ 96,029.00		\$ 780.00
Tanks						
Miscellaneous	1				\$ 200.00	
<b>TOTALS</b>	<b>88</b>	<b>131</b>	<b>\$ 1,955,235.00</b>	<b>\$ 1,060,456.00</b>	<b>\$ 20,754.00</b>	<b>\$ 11,883.72</b>
<b>PERMIT TYPES</b>						
Electrical	17	31	\$ 142,200.00	\$ 89,467.00	\$ 3,920.00	\$ 3,915.00
Heating	27	33	\$ 176,636.00	\$ 126,371.00	\$ 2,895.00	\$ 2,350.00
Plumbing	19	31			\$ 1,192.00	\$ 1,448.00
Sewer						
<b>TOTALS</b>	<b>63</b>	<b>95</b>	<b>\$ 318,836.00</b>	<b>\$ 215,838.00</b>	<b>\$ 8,007.00</b>	<b>\$ 7,713.00</b>
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>151</b>	<b>226</b>	<b>\$2,274,071.00</b>	<b>\$1,276,294.00</b>	<b>\$28,761.00</b>	<b>\$19,596.72</b>

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2012
Contractors Licenses	\$3,460.00	\$4,145.00
Building Permits	\$20,754.00	\$11,883.72
Projecting Sign Fees	\$25.00	
Electrical Permit Fees	\$3,920.00	\$3,915.00
Heating Permit Fees	\$2,895.00	\$2,350.00
Sales Tax	\$6.00	\$24.96
Plumbing Permit Fees	\$1,192.00	\$1,448.00
Sewer Permit Fees		
Occupancy Permit Fees	\$450.00	\$600.00
Board of Appeals		\$600.00
Misc. General Revenue	\$121.67	\$504.70
Plan Examining Fees	\$1,400.00	\$600.00
Code Books		
State Stamps		
Rooming House Permits		\$150.00
Erosion Control Fees		
Penalty Fees		\$1,135.00
Cash Over, Short or Refund	(\$1,000.00)	
Contractors Escrow	\$240.00	(\$687.00)
Weights & Measure License	\$95.00	\$2,499.00
Clearwater Inspection Fees	\$2,440.00	\$1,760.00
<b>GRAND TOTALS OF THE ABOVE:</b>	<b>\$35,998.67</b>	<b>\$30,928.38</b>

# VII

R. C. No.       - 13 - 14. By LAW AND LICENSING. May 6, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 336-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

## CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Brennan's	1101 Michigan Ave. - a two-day event to be Held 5/11/13 - 5/12/13 to include current Premise description and also parking lot west and south of the building.
1890	Suscha's Bar	1054 Pennsylvania Ave. - one-day event to be held 6/8/13 & 7/13/13 to include current premise and to add the parking lot on the north & east side of the building.
1420	VFW Post #9156	552 S. Evans St. - one-day event to be held 6/22/13 to include current premise description and also the north, east & south side of building.

## SIDEWALK CAFÉ LICENSE (April 14, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2487	Frankies Pub & Grill	2218 Indiana Ave.

## BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7446	Anderson, Peggy J.	708 S. 22 <sup>nd</sup> St.
9931	Baines, Aaron B.	404 N. Highland Ave., Plymouth
7221	Bremer, Brittany A.	721 Zimbal Ave.
9920	Brickson, Stephan J.	3232 S. 11 <sup>th</sup> St.
9923	Guild, Tyler S.	428 Pennsylvania Ave.
9873	Gutke, Madeleine E.	4323 Morning View Ct., K105
1497	Heucke, Gary	W2295 Star Ct., Sheboygan Falls
9928	Meinnert, Nathan J.	4521 Moenning Rd.
7754	Pfeifer, Nicole L.	434 Bell Ave.
9921	Rhodes, Nicole A.	2258A Calumet Dr.
2045	Roe, Wendy C.	2032 Tivoli Ln.
8714	Sneen, Jasmine S.	639 Monroe St., Sheboygan Falls

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9934	Reindl, Marlene I.	1030 S. 9 <sup>th</sup> St.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

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

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

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

VII

R. C. No.       - 13 - 14      . By LAW AND LICENSING. May 6, 2013.

Your Committee to whom was referred, pursuant to R. C. No. 478-13-14 and R. O. No. 277-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9915	Riemer, Donald G.	2741 N. 27 <sup>th</sup> St.
7934	Schroeter, Eric S.	5430 Moenning Rd.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
	<b>LICENSE APPLICATION WITHDRAWN - FILE</b>	
9910	Kairys, Brian E.	1229 Trimberger Ct.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Committee.

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

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

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

# VIII

R. C. No.       - 13 - 14      . By PUBLIC WORKS. May 6, 2013.

Your Committee to whom was referred the following:

1. R. O. No. 342-12-13 by the Purchasing Agent submitting a report relative to the City entering into agreement for the provision of root control measures in approximately 23,159 Lineal feet of sewer line in the City of Sheboygan; and
2. Res. No. 185-12-13 by Alderperson Heidemann authorizing entering into contract for the annual root control program for the control of tree roots in the City's sewer network;

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

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

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

Committee

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

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

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

III

5.4

Res. No. 185-12-13. By Alderperson Heidemann. April 15, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the annual root control program for the control of tree roots in the City's sewer network.

WHEREAS: The City of Sheboygan contracts annually for the treatment required to eliminate tree roots in the city sewer network and;

WHEREAS: The City has historically utilized the program offered exclusively by Duke's Root Control, Inc. and has found both the quality of the product and the workmanship to be excellent and;

WHEREAS: City ordinance allows for the purchasing agent to forego the need for competitive bidding when the methods or materials are offered exclusively by one vendor. Further the vendor has extensive technical knowledge of the city's sewer network gained from years of experience and;

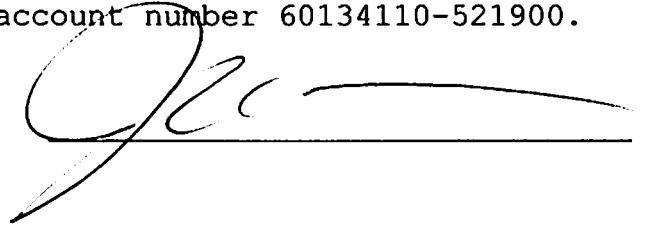
WHEREAS: The quotation provided includes a very nominal increase in the cost per lineal foot from 2012.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Duke's Root Control Inc. for the treatment of approximately 23,159 Lineal feet of sewer at an estimated cost of \$42,783.02

~~PW~~  
new CC  
approve

BE IT FURTHER RESOLVED: That the requirement for competitive bidding be waived due to proprietary technology and:

BE IT FURTHER RESOLVED: That the proper city officials are authorized to charge the expense for the work against account number 60134110-521900.

A handwritten signature in black ink, appearing to be 'J. C.', is written over a horizontal line.

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

4.8

R. O. No. 342 - 12 - 13. By PURCHASING AGENT. April 15, 2013.

Submitting a report relative to the City entering into agreement for the provision of root control measures in approximately 23,159 Lineal feet of sewer line in the City of Sheboygan.

For a number of years the City of Sheboygan has contracted with Duke's Root Control, Inc. for the provision of root control services in the city sewer network.

Duke's Root Control Inc uses a somewhat proprietary process that has proven itself very effective in controlling root infiltration in the City of Sheboygan, at a reasonable cost. In addition, this vendor has gained an in depth knowledge of our sewer network through experience. These factors are sufficient to allow the City to waive the need for competitive bidding.

Duke's Root Control Inc has quotes the treatment of sewer at a cost of approximately \$1.85 per lineal foot, or a grand total of \$42,783.02.

Respectfully submitted,

Bernard R. Rammer  
Purchasing Agent

P.W.  
New C.C.  
Ac + file

# VIII

R. C. No. \_\_\_\_\_ - 13 - 14. By PUBLIC WORKS. May 6, 2013.

Your Committee to whom was referred Res. No. 186-12-13 by Alderperson Heidemann authorizing the Department of Public Works to install a guardrail on private property contingent on getting an easement from the owner; recommends that the Resolution be passed.

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

Committee

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

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

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

**III**

5.5

Res. No. 186 - 12 - 13. By Alderperson Heidemann. April 15, 2013.

A RESOLUTION authorizing the Department of Public Works to install a guardrail on private property contingent on getting an easement from the owner.

RESOLVED: That the Department of Public Works is hereby authorized to get an easement from the owner at 4706 Taylor Dr. for the installation of a guardrail.

*PW  
new C.C.  
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

**IX**

R. C. No. \_\_\_\_\_ - 13 - 14. By SALARIES AND GRIEVANCES. May 6, 2013.

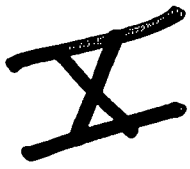
Your Committee to whom was referred Gen. Ord. No. 64-13-14 by Alderpersons Lessard, Carlson, Van Akkeren and Heidemann repealing and recreating Subsection 26-1008(i) of the Municipal Code relating to Clearwater compliance inspection so as to provide for a waiver of the fee under certain circumstances; recommends that the attached Substitute Ordinance be passed.

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



Subs of Gen. Ord. No. 64 - 12 - 13. By Alderpersons Lessard, Carlson,  
Van Akkeren and Heidemann. May 6, 2013.

AN ORDINANCE repealing and recreating Subsection 26-1008(i) of the Municipal Code relating to clearwater compliance inspection fees so as to provide for a waiver of the fee under certain circumstances.

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

Section 1. Subsection (i) of Section 26-1008 of the Sheboygan Municipal Code is hereby repealed and recreated to read as follows:

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

. . .

(i) *Clearwater Compliance Inspection Fees.* The fee for each inspection pursuant to this section shall be \$40.00, except as follows:

(1) There shall be no fee for a re-inspection after an initial inspection if the inspector conducting said re-inspection determines that the property is in full compliance with the provisions of section 26-1002.

(2) The inspection fee shall be waived if all of the following circumstances apply to the inspection:

a. The inspection is triggered by a pending conveyance of residential real estate due to death, marriage or divorce;

b. A clearwater compliance certificate has previously been issued for the property; and

c. The requester, owner, agent or authorized representative is present at the first scheduled inspection appointment such that the inspector is able to gain access and conduct the

clearwater inspection of the premises  
at the scheduled time."

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

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

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

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

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

~~X~~

7.3

Gen. Ord. No. 64-12-13. By Alderpersons Lessard, Carlson, Van Akkeren and Heidemann. April 15, 2013.

AN ORDINANCE repealing and recreating Subsection 26-1008(i) of the Municipal Code relating to clearwater compliance inspection fees so as to provide for a waiver of the fee under certain circumstances.

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

Section 1. Subsection (i) of Section 26-1008 of the Sheboygan Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 26-1008. Certification of compliance with clearwater requirements.

. . .

(i) Clearwater Compliance Inspection Fees. The fee for each inspection pursuant to this section shall be \$40.00, except as follows:

(1) There shall be no fee for a re-inspection after an initial inspection if the inspector conducting said re-inspection determines that the property is in full compliance with the provisions of section 26-1002.

(2) The inspection fee shall be waived if all of the following circumstances apply to the inspection:

a. The inspection is triggered by a pending conveyance of residential real estate due to death or divorce;

b. A clearwater compliance certificate has previously been issued for the property; and

c. The requester, owner, agent or authorized representative is present at the first scheduled inspection appointment such that the inspector is able to gain access and conduct the clearwater inspection of the premises at the scheduled time."

PP+S  
New C.C  
Amend to add  
marriage between the words  
death & or in (2)a.  
Create subs

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

Susan J. Lussard  
Paul D. Loh  
[Signature]

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

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

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

# IX

R. C. No. \_\_\_\_\_ - 13 - 14. By SALARIES AND GRIEVANCES. May 6, 2013.

Your Committee to whom was referred Gen. Ord. No. 65-12-13 by Alderperson VanderWeele amending the Municipal Code so as to delete the current Part-Time Crafts Coordinator and create the job description of Part-Time Activity Coordinator/Volunteer Manager in the Senior Activity Center; recommends that the attached Substitute Ordinance be passed.

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\_\_\_\_\_

Committee

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

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

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



7.1

Subs. of Gen. Ord. No. 65 - 12 - 13. By Alderperson VanderWeele.  
May 6, 2013.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to delete the current Part-Time Crafts Coordinator and create the job description of Part-Time Activity Coordinator/Volunteer Manager in the Senior Activity Center for the City of Sheboygan.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section 10. Senior Activity Center as follows:

A. CITY HALL DEPARTMENTS

10. SENIOR ACTIVITY CENTER

DELETE:

	Job Code	Class Grade	NO. of Employees
Part-Time Crafts Coordinator	B01180A	2	1.0

ADD:

Part-Time Activity Coordinator/ Volunteer Manager		2	1.0
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Section 2. The new job description for the Part-Time Activity Coordinator/Volunteer Manager is attached, and copies of which shall be on file in the offices of the City Clerk, City Finance Manager/Treasurer and Human Resources Department.

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

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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

## CITY OF SHEBOYGAN

**Job Title: ACTIVITY COORDINATOR/ VOLUNTEER MANAGER      Code:**

**Grade: 01**

**Reports To: Supervisor**

**Department: Senior Activity Center**

**Classification: Non-Exempt**

**Division: Non-Represented**

**Date: 03/22/13**

**Approved:**

---

**POSITION SUMMARY:** The Activity Coordinator develops and administers a comprehensive activity program to meet the needs, interests and capabilities of people 55 and older. The position works with various agencies and coordinates planning with other departments to provide services, programs and special events for older adults, performs basic record keeping and data collection and works with public relations. The position also supports and motivates volunteers and provides direction, co-ordination and consultation for all volunteer functions within the Senior Activity Center organization.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. Establish, plan, promote, coordinate and at times lead a wide range of special events, programs, tours and trips.
2. Prepare press releases, other advertisements, maintain and publish event calendars, activity sheets and newsletters as needed.
3. Ensure the availability of space for scheduled events and prepare the spaces with all necessary furniture and supplies.
4. Serve as an effective member of the Activity Center team to promote a non-discriminatory, pleasant environment for both staff and clients.
5. Maintain Activity Center décor, including festivity decorating and maintain bulletin boards as needed.
6. Communicate effectively, verbally and in writing, to other city departments, the business community and a diverse range of clients.
7. Secures the services and products of outside sources, such as vendors, in a timely manner for programs and events as needed.
8. Greet all individuals tactfully and courteously, booth in person and on the phone. Conduct scheduled tours of the center and be prepared to do a tour for drop in visitors.
9. Answer inquiries and provide information in a service-oriented manner.
10. Manage event calendars, make travel arrangements, schedule activities and accommodations for trips and maintain accurate records of all events.
11. Develop, promote and maintain a wide range of volunteer opportunities within the organization and the community of the City of Sheboygan.
12. Recruit, interview, place applicants and orientate volunteers.
13. Develop and manage volunteer policies, procedures and standards of volunteer service.
14. Organize and participate in volunteer recognition programs and special events.
15. Perform other work-related duties as assigned, respond to requests for information in a timely and accurate manner.

**SUPERVISORY RESPONSIBILITIES: N/A**

**QUALIFICATION REQUIREMENTS:**

The knowledge and ability to coordinate and manage promotional activities pertaining to senior programming and recreational programs, including special event and trip planning and coordination.

The ability to develop, coordinate a large diverse volunteer program and work well with other staff.

Ability to effectively manage a wide array of tasks, projects and responsibilities and be able to work productively in an unstructured environment with frequent interruptions.

PC literacy including working knowledge of software including: Internet Explorer, Microsoft Word and Microsoft Publisher.

Possession of a valid Wisconsin motor vehicle operator's license in good standing and an insured automobile for use on the job.

**EDUCATION and/or EXPERIENCE:**

High School diploma or a GED Certificate recognized by the WI Department of Public Instruction

**PRE-EMPLOYMENT:**

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

**LANGUAGE SKILLS:**

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

**MATHEMATICAL SKILLS:**

Ability to provide basic bookkeeping functions efficiently.

**REASONING ABILITY:**

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative.

Ability to work closely with the Supervisor and Senior Activity Center personnel in planning and implementing a variety of programs.

Ability to work independently in a fast-paced environment with frequent interruptions.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is occasionally required to stand and walk.

The employee must regularly lift and/or move up to 10 pounds.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

X

7.1

Gen. Ord. No. 65 - 12 - 13. By Alderperson VanderWeele.  
April 15, 2013.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to delete the current Part-Time Crafts Coordinator and create the job description of Part-Time Activity Coordinator/Volunteer Manager in the Senior Activity Center for the City of Sheboygan.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section 10. Senior Activity Center as follows:

A. CITY HALL DEPARTMENTS

10. SENIOR ACTIVITY CENTER

DELETE:

	Job Code	Class Grade	NO. of Employees
Part-Time Crafts Coordinator	B01180A	1	1.0

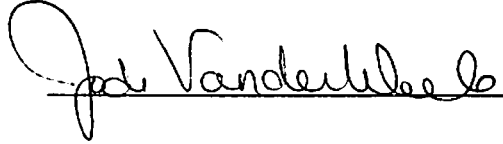
ADD:

Part-Time Activity Coordinator/ Volunteer Manager		1	1.0
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Section 2. The new job description for the Part-Time Activity Coordinator/Volunteer Manager is attached, and copies of which shall be on file in the offices of the City Clerk, City Finance Manager/Treasurer and Human Resources Department.

*5+6  
new C.C.  
Approve  
correcting Class Grade  
from 1 to 2.  
Subs.*

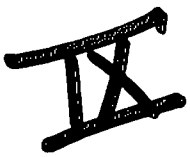
Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job description shall be in effect from and after its passage and publication.

  
\_\_\_\_\_

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



R. C. No.           - 13 - 14          . By SALARIES AND GRIEVANCES. May 6, 2013.

Your Committee to whom was referred Gen. Ord. No. 66-12-13 by Alderperson VanderWeele creating Section 2-415 of the Municipal Code relating to the position of director of information technology; recommends that the Ordinance be passed.

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

Committee

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

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

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

~~IX~~

7.2

Gen. Ord. No. 666 - 12 - 13. By Alderperson VanderWeele. April 15, 2013.

AN ORDINANCE creating Section 2-415 of the Municipal Code relating to the position of director of information technology.

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

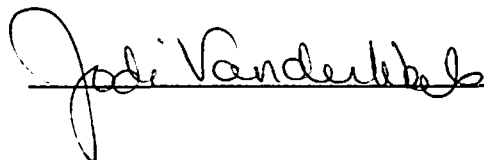
Section 1. Section 2-415 of the Sheboygan Municipal Code is hereby created to read as follows:

"Sec. 2-415. *Director.*

- (a) The position of director of information technology is hereby established for the city service.
- (b) Appointment. The director of information technology ("IT") 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. The director of information technology shall have the duties and shall have the authority and powers prescribed by the common council.
- (d) Qualifications. The director of information technology shall have the qualifications prescribed by the common council."

S&G  
new C.C.  
approve.

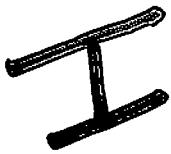
Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

  
\_\_\_\_\_

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



Com. No.       - 13 - 14      . May 6, 2013.

Submitting a communication from Michael Daniels regarding issues he has been having since 2008 with water in his yard.

Presented to the Common Council by Alderperson \_\_\_\_\_.  
Heidemann

## Richards, Sue

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**From:** Alderperson Joseph Heidemann  
**Sent:** Friday, April 26, 2013 1:31 PM  
**To:** Richards, Sue  
**Subject:** FW: Mini Storm Sewer

Sue,

I know this is late but can I have this referred to finance for our next meeting. It it has all ready be done please let me know. Thanks.

Joe Heidemann,

---

**From:** [michaeldaniels@charter.net](mailto:michaeldaniels@charter.net) [michaeldaniels@charter.net]  
**Sent:** Friday, April 26, 2013 12:10 PM  
**To:** Alderperson Don Hammond; Alderperson Darryl Carlson; Alderperson Joseph Heidemann;  
[john.belanger@ci.sheboygan.ci.sheboygan.wi.us](mailto:john.belanger@ci.sheboygan.ci.sheboygan.wi.us); Alderperson Todd Wolf  
**Subject:** Mini Storm Sewer

Members of The Sheboygan Common Council Finance Committee;

For over 15 years, I have been begging and pleading with The City of Sheboygan to do something about the water problems in my yard. Over the years, we have had damage to our home and garage, loss of the use of our yard for almost one entire summer, canceled graduation parties, have spent a lot of money re seeding and landscaping, have had to replace our patio and driveway, now have our front sidewalk, service walk and driveway apron damaged, and many other incidents caused by a lack of a proper sewer and drainage. Hundreds and hundreds of Sheboygan homes have had their water problems corrected by the city - at a cost which I am sure my taxes and sewer charges have helped to pay for.

I have a file that is one inch thick at the city engineers office which includes pictures and applications, along with a letter dated November 7, 2008 from Ryan Sazama which states that the common council had approved funding for the mini-storm sewer program in 2009. We were told to expect city personnel to be at our home to begin the planning process.

For reasons I choose not to get into at this time, the funding was canceled in Feb. 2009. I have since contacted the city to plead again but to no avail. Now I have decided to proceed again - and I am not stopping till this promise by the city is fulfilled. We returned from California in March of this year to find three inches of water in our garage. Trying to remove it did not help as the water would just come right back in. We had a river flowing through our basement which thankfully this time was going right to the sump pump. But I did have to paint walls and the floor. We had water standing in the yard till just 10 days ago and I just completed re seeding again.

I met with Mr. Sazama at his office three weeks ago and he did send another engineer over about a week later. He went over the plans that had been drawn up in 2008 and said the now it is up to the finance committee to approve funding. he also said I am high on the list and kind of hinted it could be NEXT YEAR for the work to be done. Next year is NOT GOOD ENOUGH. I fully expect this project to be done this year.

I have been put off long enough. And I get extremely frustrated when I see some of the other projects the city spends money on and some other crazy plans I have been hearing about where they will be spending a lot more.

I would like to be notified of the next committee meeting when this will be discussed. I will be there to testify if I can.

And one more point. The homes on South 18th St to the west of my home, are about 4 or 5 feet higher than my lot. Several of the homes have the drainage from their garages coming into our yards on 17th. I spoke to the city about this previously and to one of the neighbors, and nothing has been done. In heavy rains, this only adds to the amount of water coming into my yard. I understand this is against city code and I think it is up to the city to put a stop to this.

Mike Daniels  
3122 South 17th Street  
Sheboygan, WI 53081  
920 946 0034

II

R. O. No.           - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting a communication from Terri Schultz, Director of the Salvation Army Day Care Center, requesting adding school zone signs on N. 13<sup>th</sup> St. near their facility so that a safe speed limit can be enforced when children are present.

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

General Linda Bond  
International Leader

Paul R. Seiler  
Territorial Commander

Robert E. Thomson, Major  
Divisional Commander

Daryl and Cherie Mangeri, Lieutenants  
Sheboygan Corps Officers



**DOING THE  
MOST GOOD™**

Founded in 1865 by William and Catherine Booth

Sheboygan Area Corps

P.O. Box 1207

Sheboygan, WI 53082-1207

920.458.3723

Fax 920.458.5140

April 17, 2013

City of Sheboygan Common Council  
c/o City Clerk Sue Richards  
828 Center Avenue  
Sheboygan, WI 53081

Dear Sheboygan Common Council:

My name is Terri Schultz and I am the Daycare Director at The Salvation Army Daycare. Our daycare is located at 1125 N. 13<sup>th</sup>. Across the street from us is Sheboygan Leadership Academy. Daily I watch vehicles drive down 13<sup>th</sup> street at excessive speeds. I am concerned about the children and the families of both our daycare and the Leadership Academy.

I request adding school zone signs on North 13<sup>th</sup> Street near our facilities so that a safe speed limit can be enforced when children are present.

Your support would be appreciated and I am willing help in any way to keep our children safe.

Many Blessings,

Terri L. Schultz  
Director of the Salvation Army Day Care Center

*"Have you remembered The Salvation Army in your will?"*

Donations by phone 1.800.SALARMY or internet [www.sasheboygan.org](http://www.sasheboygan.org)

A United Way Member Agency

II

R. O. No.           - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting a communication from Bill Klein, Principal of Jefferson Elementary School, requesting 15<sup>th</sup> St. and 16<sup>th</sup> St. near Jefferson Elementary School allow parking effective August 1, 2013 as there is a projected increase in enrollment at that building for the 2013-2014 school year.

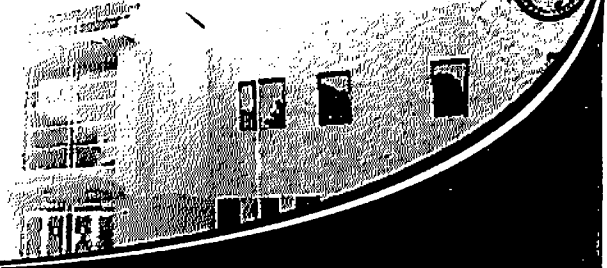
*Susan Richards*  
\_\_\_\_\_  
City Clerk




# JEFFERSON ELEMENTARY SCHOOL

1538 North 15th Street  
Sheboygan, WI 53081  
(920) 459-3620

Part of the Sheboygan Area School District



*Reading Leads to Success*

To: Public Protection Committee, Sue Richards  
From: Bill Klein, Jefferson School Principal   
Date: April 23, 2013  
Re: Parking on 15<sup>th</sup> and 16<sup>th</sup> Street

APR 24 10 41 AM '13

I am requesting 15<sup>th</sup> and 16<sup>th</sup> Street near Jefferson Elementary School allow parking effective August 1, 2013. This will allow more parking for the projected increase in enrollment at our building for the 2013-2014 school year. If you have any questions regarding this request please contact me at 459-3621 or [bklein@sheboygan.k12.wi.us](mailto:bklein@sheboygan.k12.wi.us). Thank you for your cooperation.

II

R. O. No.           - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting a communication from Alderperson Hermann proposing that the City put parking meters in the parking lot in front of the YMCA as this would generate a lot of revenue for the City.

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

APR 29 '13 AM 10:40

## Proposal for 4-29

I propose putting parking meters in the parking lot of the Y.M.C.A.

These lots are plowed at the taxpayers expense and the patrons of the Y.M.C.A. dont have to pay to use the lots.

This would generate alot of revenue for the city. ~~It would~~ It would provide the city with enough money to eliminate the garbage fee.

Ⓞ We could also use this money to improve streets and sewers.

Mark Herrmann  
District 6 Alderman

II

R. O. No.       - 13 - 14. By PURCHASING AGENT. May 6, 2013.

Submitting a tabulation of Bids #1869-09 received on April 29, 2013 for Improvements in the drying of Biosolids at the City of Sheboygan Regional Wastewater Treatment Facility.

<u>BIDDER</u>	<u>BASE BID PLUS ALTERNATE #1-#3</u>
AUGUST WINTER & SONS	\$7,916,417.00
J.F AHERN	\$8,072,900.00

The low bid BASE bid plus Alternates #1,2 & 3 submitted by August Winter & Sons, Inc. has been determined to meet all of the requirements and is recommended for contract award.

It is further important to note that the above amounts include the assumption of a previously signed contract for machinery acquisition in the amount of \$ 2,799,417.00.

The funding instrument for this contract will be a loan through the Clean Water Fund.

Respectfully submitted,

*Bernard R. Rammer*

Bernard R. Rammer

II

R. O. No.       - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting a communication from Kenneth Kinney requesting a waiver from the Sex Offender Residency restrictions in order to live at 3615 S. Business Dr.

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

APR 24 '13 PM 2:37

Date 4-16-13

My name is Kenneth Kinney

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

3615 South Business Drive Sheb. WI 53081

Signature Kenneth Kinney

Phone No (920) 254-1067

II

R. O. No.           - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting a communication from Christopher Jolitz requesting a waiver from the Sex Offender Residency restrictions in order to live at a TLP.

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

Dept. of  
Corrections

Date 04/24/13

APR 25 '13 AM 8:32

My name is Christopher Jolite

I am requesting a waiver to the Sexual Residency  
Requirements so I may live at ILP-DAC

Signature AS for CT Angela Gumieny

Phone No 920.459.6592

II

R. O. No.           - 13 - 14. By CITY CLERK. May 6, 2013.


Submitting a communication from Steven Perkins requesting a waiver from the Sex Offender Residency restrictions in order to live at 322 Superior Ave.

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

Date 4-16-13

My name is Steven Perkins

I am requesting a waiver to the Sexual Residency Requirements so I may live at 322 Superior Ave  
Sheboygan, WI 53081

Signature 

Phone No 920-889-0945

# III

Res. No. \_\_\_\_\_ 13 - 14. By Alderperson Donohue. May 6, 2013.

A RESOLUTION amending the City of Sheboygan Compensation Program for Non-Represented Employees so as to change the date for annual performance reviews in certain circumstances and to add the Merit Adjustment Form.

RESOLVED:

- 1) That the Common Council hereby amends the City of Sheboygan Compensation Program for Non-Represented Employees so as to provide that the date of the change in position, where an employee receives a mid-year promotion or demotion which increases or decreases the employee's pay, replaces their anniversary date as the effective date for their annual performance review, thus becoming their new 12-month review date.
- 2) That the Common Council hereby amends the City of Sheboygan Compensation Program for Non-Represented Employees so as to provide that the Merit Adjustment Form allows the supervisors to identify the appropriate application of the merit and/or incentive adjustment regarding an increase to base pay and/or a one-time lump sum. Copies of the affected pages of the current program document reflecting these changes are attached hereto for reference.

\_\_\_\_\_

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

increase in July 2012. Moving into 2013, the City Council approved a 2% increase to the salary budget. However, a merit increase isn't automatic. It must be earned.

Each employee will receive a performance review based on their employment anniversary. *If the employee receives a mid-year promotion or demotion which increases or decreases their pay, the date of the change in position replaces their anniversary date for their review, thus becoming their new 12-month review date.* The review form has 4 categories of performance: Unacceptable, Below, Successfully Achieved and Exceeds. See Exhibit #3, Yearly Performance Appraisal.

Goals are also established during the evaluation process, primarily by the supervisor with input from the employee. Wherever possible, goals are SMART (Specific, Measurable, Attainable, Relevant, and Time-bound). For exempt positions, the Goals Template (Exhibit #4) needs to be used. For non-exempt and hourly positions, the supervisor has the discretion to use either the goals template or the communication form located on the 2<sup>nd</sup> page of the Performance Evaluation Form.

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

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

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

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

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

Once the budget has been approved, it is up to each supervisor and/or department head to approve the amount granted to the employee. The City establishes the percentage guidelines in the merit adjustment on an annual basis and the amounts, therefore, are subject to change. The amount identified in 2013 is 2%. This amount shall remain in effect until replaced by the Common Council.

All merit increase adjustments shall be based on documented performance with higher increase percentages being reserved for higher performance. The actual size of the merit increase shall follow the percentage guidelines in the Merit Adjustment Schedule found in Exhibit #8. All merit adjustment requests made by department heads for individual employees are subject to appropriate documentation which is reviewed by the Human Resources Manager.

### **3. Delayed or Denied Merit Adjustments**

Department heads may deny or delay merit adjustments if employees are not performing in a fully capable manner. When merit adjustments are delayed or denied, a plan of action for improvement and a target date shall be set by the supervisor. Special performance appraisals are conducted when improvements have been noted or when the target date has been reached. Under no circumstance shall the period of time be shorter than three (3) months or longer than the employee's next scheduled review date. If the employee is then performing in a fully capable manner, the merit adjustment deemed appropriate by the department head may be granted. No adjustment shall be given on a retroactive basis, however. The decision to grant or deny a delayed merit adjustment must be made within thirty (30) days of the employee's review date.

Employees normal review dates are not advanced by this denial/delay.

### **4. Merit Increases Effective Date**

Except in the case of delayed or denied increases, the effective date of the merit adjustment increase shall be applied at the beginning of the next applicable payroll following the employee's anniversary date *or revised review date based on a promotion / demotion* (all salaries and wages shall be paid biweekly for salaries and wages earned during the biweekly period preceding the most current biweekly period (i.e. two-week holdback).

### **5. Performance Appraisal Appeal Process**

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

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

### **6. Retroactivity**

Employees terminating employment for any reason prior to Common Council adoption of an adjustment to the terms and conditions of their employment are not entitled to any retroactive application of that adjustment.



## MERIT ADJUSTMENT FORM

DATE: \_\_\_\_\_

TO: Human Resources / Payroll

RE: \_\_\_\_\_  
Employee Name (Please Print)      Employee Number

\_\_\_\_\_  
Current Title

\_\_\_\_\_  
Merit Increase Percent      Increase to Base      Lump Sum

\_\_\_\_\_  
Incentive Bonus (Goals)      Increase to Base      Lump Sum

APPROVAL: \_\_\_\_\_  
Supervisor      Department Head Approval

The merit adjustment for this employee is indicated above. Please include a copy of this form with the completed Performance Evaluation Form in his/her personnel file. Any questions should be directed to Human Resources.

---

### Payroll / HR Purposes Only

\_\_\_\_\_ Employee Anniversary Date

\_\_\_\_\_ Start-Date of Pay Increase      \_\_\_\_\_ Amount of lump-sum

# III

Res. No.           - 13 - 14          . By Alderperson Hammond. May 6, 2013.

A RESOLUTION authorizing entering into an agreement with the Sigma Group to conduct engineered cap and seawall inspection activities for the South Pier District and waiving the competitive bid process.

WHEREAS: under the case closure letters from the Wisconsin Department of Natural Resources, a yearly engineered barrier inspection shall be completed and every five years the seawall shall be inspected utilizing underwater inspections;

WHEREAS: the Sigma Group was the original environmental consultant that the City contracted with for the redevelopment of the former C. Reiss Coal Properties and has substantial knowledge of the area.

RESOLVED: That the appropriate City officials are hereby authorized and directed to enter into contract with the Sigma Group for \$24,000 to complete the inspections as required by the Wisconsin DNR;

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is authorized to draw from the Boat Facilities Fund, Account Number 61137110-524110 for payment thereof.

\_\_\_\_\_

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

April 12, 2013

Sigma Reference # 13931

Mr. Chad Pelishek  
City of Sheboygan  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081

**Subject: Proposal for Engineered Cap & Seawall Inspections for South Pier District  
Former C. Reiss Coal Co. Properties #1 & #2 and Former Bulge Property  
Sheboygan, WI**

Dear Mr. Pelishek:

The Sigma Group (Sigma) is pleased to provide this proposal to conduct engineered cap and seawall inspection activities for the above-referenced project. The inspection work is predicated upon the case closure letters issued by the Wisconsin Department of Natural Resources (WDNR):

- "Final Case Closure with Land Use Limitations or Conditions, Former C. Reiss Coal Co./Sheboygan Lakefront Property, Property #1, 1011 S. 8<sup>th</sup> St. and Property #2, 820 Indiana Ave., Sheboygan, WI" letter by WDNR (dated February 12, 2009), which references the following plans prepared by Sigma on behalf of the City of Sheboygan:
  - "Engineered Barrier Maintenance Plan, Former C. Reiss Coal Company Properties #1 and #2, Harbor Centre South Pier District, 1011 S. 8<sup>th</sup> Street & 820 Indiana Avenue, Sheboygan, Wisconsin 53081" (February 2009)
  - "Seawall Maintenance Plan, Former C. Reiss Coal Company Property #1, Harbor Centre South Pier District, 1011 S. 8<sup>th</sup> Street, Sheboygan, Wisconsin 53081" (October 2008)
- "Final Case Closure for Sheboygan Lakeshore - Bulge Property located at East of former Fisherman's Road, Sheboygan, WI" letter by WDNR (dated May 17, 2010), which was based upon a closure request that included the following plan prepared by Sigma on behalf of the City of Sheboygan:
  - "Cap Maintenance Plan, Harbor Centre South Pier District, Sheboygan Lakefront – Bulge Property, East of Former Fisherman's Road, Sheboygan, Wisconsin 53081" (March 2010)

**SCOPE OF WORK**

Sigma proposes to perform the following scope of work for the 2013 inspection services under the guidance and direction of one of Sigma's Professional Engineers licensed in Wisconsin:

- Cap inspections will be performed when the ground surface is free of visual impediments (e.g., snow, ice, etc.):
  - Visually inspect all surfaces paved with asphalt and concrete;
  - Visual inspect all landscaped surfaces for evidence of erosion, settlement, or other breaches;
  - Photo-document representative areas of the different engineered barriers;
  - Complete the inspection log page for each of the cap maintenance plans; and
  - Submit a letter report to the City of Sheboygan to document the findings, photographs, and inspection logs.
  
- Seawall inspections along the Sheboygan River (between the base of South Pier upriver to the 8<sup>th</sup> Street bridge) will be performed in cooperation with a marine contractor (McMullen & Pitz Construction Co.) at a time when weather/water conditions are calm:
  - Visually inspect the promenade walkway, concrete cap, and seawall above the river water line;
  - Perform an underwater inspection of the seawall on approximately 25-foot intervals (which may be adjusted to approximately 50-foot intervals if initial 25-foot interval observations are consistent), including depth to river sediment measurements (relative to the water surface), tapping the face of the sheet piles with a hammer to estimate the "soundness" of the steel, and any video documentation as allowed by water clarity;
  - Photo-document representative areas of the seawall from a barge in the river;
  - Complete the inspection log page from the seawall maintenance plan; and
  - Submit a letter report to the City of Sheboygan to document the findings, photographs, and inspection log.

**COST ESTIMATE**

Sigma's cost estimates for cap and seawall inspections are presented below:

- Day 1 - Cap & Above Water Wall Inspections
    - Sigma time & materials \$2,500
    - McMullen & Pitz mobilization of barge & equipment \$2,400
    - McMullen & Pitz barge & 1-man crew \$1,700
  
  - Days 2, 3 & 4 - Underwater Inspections
    - Sigma time & materials \$4,500
    - McMullen & Pitz barge, 3-man dive crew & dive equipment \$11,400
    - McMullen & Pitz demobilization of barge & equipment Included
  
  - Documentation & Project Management
    - Sigma time & materials \$1,500
- TOTAL TIME & MATERIALS ESTIMATE: \$24,000**

Sigma services will be invoiced on a time and materials basis and our estimates will not be exceeded without prior justification and authorization by the City of Sheboygan. The McMullen & Pitz costs are based on daily rates; it is estimated that 1 day of above water work and 3 days of dive work will be required to complete the seawall inspections. If more or less days are required, McMullen & Pitz's costs will be adjusted according to their daily rates in the attached proposal. In order to minimize project costs, it is assumed that Sigma will review McMullen & Pitz invoices but we will submit these separately to the City of Sheboygan for direct payment instead of running their invoices through our books. If this arrangement is not acceptable, Sigma will need to charge a 10% markup (\$1,550 based on the current estimates) for the subcontractor invoices.

#### **SCHEDULE & AUTHORIZATION**

Sigma will coordinate the field work at a time convenient with the City of Sheboygan, our staff, and McMullen & Pitz when weather and water conditions are calm. It is assumed that we will perform the work on successive days and multiple mobilizations/remobilizations of the barge/equipment are not needed. The letter reports will be provided within one to two weeks upon completion of the field work. As authorization to proceed, Sigma requests that the City of Sheboygan sign the enclosed Agreement and Work Authorization form.

We appreciate the opportunity to assist you with this project and to continue our relationship with the City of Sheboygan. If you have any questions regarding this proposal, please contact Sigma at (414) 643-4200.

Sincerely,

**THE SIGMA GROUP, INC.**



Adam J. Roder, P.E.  
Senior Engineer



Randy E. Boness, P.G.  
Geoscience Group Leader

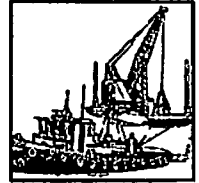
Attachment

McMullen & Pitz Construction Co. Proposal  
Agreement & Work Authorization

# McMullen & Pitz CONSTRUCTION CO.

MARINE CONTRACTORS & ENGINEERS

17 MARITIME DRIVE  
P.O. BOX 8  
MANITOWOC, WI 54221-0008  
PHONE: (920) 682-0131  
FAX: (920) 682-1099



April 11, 2013

Mr. Adam J. Roder, P.E.  
The Sigma Group  
1300 W Canal Street  
Milwaukee, WI 53233

RE: Sheboygan South Pier – Seawall Inspection

Dear Adam,

Per your request, McMullen & Pitz Construction Company is providing the following proposal for your consideration. This proposal assumes all work by McMullen & Pitz Construction will be done under the direction of a representative from your firm. As discussed previously, it is difficult to estimate the amount of time that will be required to complete the inspection(s) due to poor visibility and the amount of "growth" on the sheet piling that would need to be removed prior to inspecting the sheet piles.

The Dive Inspection Rate includes:

- A qualified "hard-hat" type diver with communication and video capabilities
- A qualified tender to support the diver
- A floating platform with propulsion to support the dive team and equipment
- A qualified operator to perform movements of the floating platform
- Daily video documentation
- Ultrasonic thickness measuring devices to be provided by "others" if required

➤ Lump Sum Mobilization/Demobilization of Equipment.....	\$ 2,400.00
➤ Dive Inspection Daily Rate (8 hour day) .....	\$ 3,800.00 ←
3-man crew, barge, dive equipment	OR
➤ Visual Inspection Support (no diver) Daily Rate (8 hour day) .....	\$ 1,700.00 ←
1-man crew, barge	

If you would like to proceed as quoted, please notify us at your earliest convenience. Thank you for allowing McMullen & Pitz Construction Company to quote on this project.

Sincerely,  
McMullen & Pitz Construction Company

  
\_\_\_\_\_  
Ted Jennejohn – Project Manger

**THE SIGMA GROUP, INC.  
SERVICES AGREEMENT**

Project Reference No. 13931

THIS AGREEMENT is entered into on this 12<sup>th</sup> day of April 2013 by and between The Sigma Group, Inc. (hereinafter called "Sigma") and City of Sheboygan (hereinafter called the "Client").

**W I T N E S S E T H:**

WHEREAS, Client desires that Sigma perform professional consulting services as described in this Agreement; and

WHEREAS, Sigma agrees to perform such services in accordance with the terms of this Agreement.

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

**1. Site.**

"Site" means the location on which the Services will be performed or to which they relate. The Site is defined in the Work Authorization, which is attached hereto as Exhibit A and is incorporated herein by this reference.

**2. Services.**

(a) Services. Services mean those services to be performed by Sigma pursuant to Agreement. The scope of the Services is set forth in the Work Authorization. Additional Work Authorizations may be issued pursuant to this Agreement if agreed to by the Parties. Under such circumstances, this Agreement shall be expressly incorporated by reference into each subsequent Work Authorization and the services pursuant to each Work Authorization shall be performed pursuant to this Agreement and the applicable Work Authorization. To the extent any term of this Agreement conflicts with a term of any Work Authorization, then the terms of this Agreement shall control.

(b) Standard of Care. Sigma shall exercise that degree of care, skill and judgment that is usually exercised by a professional person or firm in the performance of services similar to the Services at the same time, under similar circumstances and conditions and in the same or similar locality.

(c) Permits and Licenses. Except as required by the scope of Services, Client shall obtain all permits and licenses that are necessary for the performance of the Services. If the scope of Services includes Sigma obtaining on behalf of Client any such permits or licenses, then Client shall fully cooperate with Sigma in obtaining any such permits and licenses. Client shall pay all costs and fees required for such permits and licenses.

(d) Safety. Sigma is not responsible for safety precautions and programs at the Site except as it relates to the Services and then only to the extent of its own personnel.

(e) Regulatory Matters. Except as required by the scope of Services, Sigma will not meet or confer with any member of any federal, state or local regulatory agency concerning the Services without obtaining the prior consent of Client.

(f) Compliance with Law. Sigma shall substantially comply with all laws and regulations, which to its knowledge, information and belief; apply to its obligations under this Agreement. If any change in laws or regulations applicable to the Services after the execution of this Agreement results in a change in the scope of Services, then Client is responsible to Sigma for any increased cost or expense relating to the same.

(g) Warranty. Other than any express warranty contained in this Agreement, Sigma makes no warranty with respect to the Services. All other warranties, express or implied, are hereby disclaimed.

**3. Contract Time.**

Sigma shall commence and complete the Services within a reasonable time following the execution and delivery of this Agreement or at such later time as otherwise agreed to by the Parties in writing.

**4. Alterations of Instruments of Service.**

Client agrees that designs, plans, specifications, reports, and similar documents prepared by Consultant are instruments of professional service and, as such, no matter who owns or uses them, they may not under any circumstances be altered by any party except Consultant. Client warrants that Consultant's instruments of service will be used only and exactly as submitted by Consultant. Accordingly, Client shall waive any claim against Consultant, and shall, to the fullest extent permitted by law, indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from unauthorized alteration of Consultant's instruments of service by Client, its employees, agents and contractors. Client also shall compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim. Such compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

**5. Compensation and Payment.**

(a) **Compensation.** Client shall pay Sigma compensation for the Services. The compensation shall be based on a fixed fee, time and materials basis based on those rates contained in the Hourly Rate Fee Schedule, which, if applicable, is attached to the Work Authorization, or as otherwise agreed to by the Parties. The method for determining the amount of compensation is prescribed in the Work Authorization. Any proposed charges or time to complete the Services represents only an estimate of the possible charges and/or time required to perform the Services.

(b) **Payments.** Sigma shall submit progress invoices to Client on a monthly basis showing the Services performed during the invoice period and the charges therefore. Payments shall be due and owing upon Client's receipt of each invoice. Interest of 1% per month shall accrue on any invoice balance not paid within thirty (30) days when due. All payments received will first apply to accrued interest and then principal balances. Client shall be responsible to Sigma for any and all costs Sigma may incur in collecting any outstanding invoices or enforcing any term of this Agreement. Timely and full payments of invoices are of the essence of this Agreement.

**6. Change in Services.**

Any service performed by Sigma outside the scope of the Services shall constitute an additional service, which, unless otherwise agreed in writing, shall be performed on a time and materials basis. Client may request that Sigma perform services outside the scope of the Services by a written change order. The change order shall set forth the change in services, compensation for the change in services and an extension of time the Services.

**7. Site Access, Information and Conditions.**

(a) **Site Access.** Client shall provide Sigma and its consultants, contractors and agents with access to the Site, any facilities located on the Site and any adjacent lands thereto so that Sigma can properly and timely perform the Services. Client shall obtain, at its own expense, any and all permits, licenses, easements, rights-of-way, agreements and permission necessary for such access.

(b) **Site and Other Information.**

(i) Client represents and warrants that prior to the execution and delivery of this Agreement, Client has supplied to Sigma all information and documents in its possession, custody or control that are material to the Site or necessary for the proper and timely performance of the Services, including, but not limited to: surveys describing the physical characteristics and any legal limitations of the Site; a legal description of the Site; and reports, surveys, drawings or tests concerning the conditions of the Site, including the presence of Hazardous Waste, as defined herein, or the location of subterranean structures and conditions ("Site Information").

(ii) Client shall promptly supply to Sigma Site Information through the performance of the Services if such information or documents become known to Client. Client shall obtain, at its cost and expense, any Site Information as reasonably requested by Sigma if such Site Information is not required to be obtained by Sigma in the scope of Services.

(iii) Client shall give prompt notice to Sigma whenever it becomes aware of any development, event or condition that materially or adversely affects the Site or scope, timing or cost of the Services.

(iv) Client shall cooperate fully with Sigma in the performance of its Services. Client's obligations with respect to cooperation, compliance with laws and obtaining permits, licenses, access and Site Information are of the essence of this Agreement.

(c) **Diggers Hotline.** Sigma shall contact Digger's Hotline prior to any underground drilling, excavation or intrusion by Sigma. Sigma shall not be liable for damage or injury to any subterranean structures or conditions, or the consequences of such damage or injury, that were not identified by Digger's Hotline or the Client supplied information prescribed in subparagraph (b) above.

(d) Changed Conditions. The discovery of any hazardous or toxic substance, waste, material, pollutant or contaminant included under or regulated by Resource Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or any other similar federal, state or local law, regulation or ordinance or that would pose a health, safety or environmental hazard ("Hazardous Waste"), concealed physical conditions or underground obstructions, conditions or utilities at or around the Site that were not brought to the attention of Sigma prior to the date of this Agreement, or any subsequently issued Work Authorization, will constitute a materially different site condition entitling Sigma, at its option, to terminate the Agreement (and to receive payment for all Services performed up to and including the date of such termination) or to receive an extension of time to complete the Services in a duration at least equal to the delay caused by such condition(s) and an adjustment in the compensation for the Services in an amount at least equal to the costs and expenses Sigma incurs because of such condition(s).

#### **8. Hazardous Materials.**

(a) Presence and Disposal of Contaminated Materials. Sigma is not responsible for Hazardous Wastes that may exist at the Site. Sigma assumes no possession or control for Hazardous Waste that may be present at the Site. Client acknowledges that Sigma has played no part in and assumes no responsibility for generation or creation of any Hazardous Waste that may exist at the Site. Nothing in this Agreement shall be construed or interpreted as requiring Sigma to assume the status of, and Client acknowledges that Sigma does not act in the capacity nor assume responsibilities of Client or others, as an owner, handler, generator, operator, transporter or arranger in the treatment, storage, disposal or transportation of any Hazardous Waste. Sigma shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated Hazardous Waste, whether directly or indirectly generated from Sigma's performance of the Services hereunder. Client shall be responsible for the disposal of any such waste materials and shall be the named party on any such waste manifests. Notwithstanding anything to the contrary in this Agreement, Client shall defend, indemnify and hold Sigma and its officers, directors, employees, agents, consultants, contractors, successors and assigns harmless from any and all claims arising out of or relating to the presence of Hazardous Wastes at the Site or the treatment, storage, transportation or disposition of the same.

(b) Samples. If samples collected by Sigma or received by Sigma on behalf of Client contain Hazardous Waste, Sigma shall, after testing and analysis, return the samples to Client for final disposal or treatment. Client shall complete all forms necessary and pay all costs for storage, transport and disposal or treatment of samples. Client acknowledges and agrees that Sigma is acting as a bailee and at no time assumes title to such samples.

#### **9. No Third Party Reliance.**

This Agreement shall not create any rights or benefits to parties other than Client or Consultant. Client shall not under any circumstances permit such reliance except with Consultant's express written consent. Consultant may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including without limitation, any provision limiting Consultant's liability, (ii) use such information only for the purposes contemplated by Consultant in performing its services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced.

#### **10. Ownership of Instruments of Professional Service.**

Plans, specifications, reports, boring logs, calculations, field data, field notes, laboratory test data, estimates, training materials and similar documents and materials (other than samples) prepared by or for Consultant as instruments of professional service are Consultant's property. Consultant shall retain these instruments of professional service for seven (7) years following submissions of final project deliverables, during which period Consultant's instruments of professional service will be made available for Client's review at any reasonable time.

#### **11. Indemnification.**

(a) Client shall indemnify, defend and hold Sigma and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to this Agreement, the Site or the Services, but only to the extent caused by Client's breach of this Agreement or the negligence or willful acts or omissions of Client or anyone for whose acts or omissions Client may be liable.

(b) Sigma shall indemnify, defend and hold Client and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to the Services, but only to the extent caused by Sigma's breach of this Agreement or the negligence or willful acts or omissions of Sigma or anyone for whose acts or omissions Sigma may be liable.

**12. Limitation of Liability and Waiver of Consequential Damages.**

To the fullest permitted by law, Sigma's liability under this Agreement shall not exceed the limits of Sigma's insurance.

**13. Insurance.**

Sigma shall maintain in connection with the Services, until the earlier of the completion of the Services or termination of this Agreement, one or more insurance policies with the following coverage and limits:

Worker's Compensation	Statutory
Employer's Liability:	\$1,000,000 per accident \$1,000,000 per employee (disease)
Commercial General Liability:	\$2,000,000 per occurrence
Bodily Injury and Property Damage: (including Environmental Impairment Coverage or Pollution coverage endorsement)	\$2,000,000 aggregate
Professional Liability Errors & Omissions: (including Environmental Impairment Coverage or Pollution coverage endorsement)	\$2,000,000 limit
Automobile Liability:	\$1,000,000 per occurrence

**14. Suspension and Termination.**

(a) Client may terminate this Agreement for cause if Sigma breaches a material term of this Agreement and fails to commence and continue action to cure the breach within seven (7) days of Sigma's receipt of Client's written notice of termination, which termination notice shall describe with particularity the breach all other material information relating thereto.

(b) Sigma may suspend the Services, in whole or in part, under any Work Authorization if payment on any invoice is not made in full within thirty (30) days when due or in the event of a Force Majeure condition, as prescribed in Section 15 below. Sigma will return to work within a reasonable time after payment of the outstanding invoice(s) giving rise to the suspension or resolution of the event or cause giving rise to the Force Majeure.

(c) Sigma may terminate this Agreement and any outstanding Work Authorization if (i) the Services under any Work Authorization are suspended for more than thirty (30) consecutive days, (ii) Sigma reasonably believes, in Sigma's sole decision, that Client is withholding information from Sigma, is not cooperating with Sigma or is hindering Sigma's performance of its obligations under this Agreement or is in violation of laws and is not willing to take appropriate or sufficient corrective action, (iii) if a payment on an invoice is not made in full within thirty (30) days when due or (iv) Client breaches a material term of this Agreement. Sigma shall give Client seven (7) days' written notice of Sigma's intent to terminate the Agreement and any outstanding Work Authorization. Client shall have an opportunity to fully cure the alleged condition, default or breach giving rise to the termination within said seven (7) day period.

**15. Force Majeure.**

Sigma shall not be responsible for any suspension, delay or failure to perform if such suspension, delay or failure is caused by an occurrence beyond Sigma's reasonable control, including, but not limited to, Site conditions, Hazardous Wastes, acts of God, acts or omissions of Client or anyone for whose acts or omissions Client may be responsible, Client's breach of this Agreement, government or other regulatory orders, changes in the Services, changes in applicable law, war, legal disputes, rebellion, sabotage or riots, theft or floods, weather, fires, explosions, or other catastrophes. Sigma shall be entitled to an extension of time to perform the Services in a duration at least equal to the length of any suspension or delay caused by a foregoing type of condition. Client shall pay Sigma all costs and damages attributable to any suspension or delay not caused by Sigma.

**16. Sigma As Independent Contractor.**

Sigma, in performing the Services, shall be deemed to be an independent contractor and not an agent or employee of Client.

**17. Assignment of Agreement.**

Client shall not assign this Agreement in whole or in part without the prior written consent of Sigma, which consent shall not be unreasonably withheld. Any assignment not made in accordance with this Agreement shall be void.

**18. Subcontracts.**

Sigma may subcontract any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Sigma of any of its obligations to Client under this Agreement.

**19. Survival of Obligations.**

Obligations of the parties under this Agreement shall survive termination or suspension of the Services or of this Agreement.

**20. Entire Agreement.**

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and Sigma. There are no third party rights or benefits under this Agreement, except as explicitly noted in this Agreement.

**21. Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

**22. Notices.**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, commercial delivery services, in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

**23. Governing Law.**

This Agreement and any disputes arising thereunder shall be governed by the laws of the State of Wisconsin without giving effect to provisions of law that would result in the application of the substantive law of any other state.

**24. Severability.**

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

**25. Reports and Ownership of Documents.**

Upon payment in full to Sigma for all Services, Sigma shall furnish one (1) copy of each report required to be produced by Sigma to Client. Additional copies shall be furnished for the cost of copying. With the exception of such report(s) to Client, all other documents and information relating to the preparation of the report(s), including, but not limited to, notes, support data, text data, memoranda and other preparation materials are and remain the property of Sigma.

**26. Wisconsin Construction Lien Law.**

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, SIGMA HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO SIGMA, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. SIGMA AGREES TO COOPERATE WITH CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

**27. Counterparts.**

This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

**28. Further Assurances.**

Sigma and Client each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the other Party, all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either Party hereto for the purpose of or in connection with consummating the Services described herein.

**29. Dispute Resolution.**

(a) All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, shall be, at Sigma's sole discretion, subject to binding arbitration. If arbitration is elected by Sigma, then such arbitration shall be held in accordance with, at Sigma's sole discretion, Wis. Stats. Chapter 788 before an arbitrator mutually agreeable to either parties or the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(b) The forum and venue for any arbitration or litigation shall be Milwaukee County, Wisconsin. Sigma's preservation and/or perfection of its lien rights, including the commencement of a foreclosure action relating the same, shall not be deemed a waiver of Sigma's right to arbitration.

(c) In no event shall a demand for arbitration or commencement of litigation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of Services, whichever date shall occur earlier.

**30. Testimony.**

Sigma agrees that, at the request of Client, the persons performing the Services under this Agreement shall be made available as consultants or witnesses, at 2.0 times the Hourly Rate Schedule, in any litigation, hearing or proceeding to explain or defend, as appropriate, any aspect of methods used by Sigma, or results or conclusions developed in connection with Sigma's Services described in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Sigma and on behalf of Client as of the date first above written.

Firm: City of Sheboygan

Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title (please print): \_\_\_\_\_

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

THE SIGMA GROUP, INC.

Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title (please print): \_\_\_\_\_

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



# III

Res. No. \_\_\_\_\_ - 13 - 14. By Alderperson Hammond. May 6, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2013 Budget for the purposes of:

Establishing appropriation for purchase and demolition of 1014 and 1016 Erie Ave.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Home Rehab Grant Fund Unreserved Fund Balance 239-253000	Home Rehab Grant Fund Land acquisition 23961100-611100	\$70,000

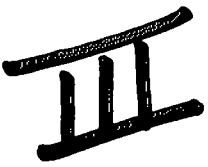
Establishing appropriation for 2013 mini-storm sewer projects:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Special Assessment Fund Interfund contribution 28581400-811401	Special Assessment Fund Mini-Storm Sewers 40033150-631500	\$51,700

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.            - 13 - 14. Alderperson Heidemann. May 6, 2013.

A RESOLUTION authorizing the appropriate City Officials to enter into contract for construction management and oversight for the Sheboygan River, Area of Concern (AOC) habitat restoration improvement projects for Esslingen Park, Wildwood Island, and the river bank adjacent to Kiwanis Park and to waive the competitive bidding requirement for the contract. All services will be conducted between April, 2013 and December, 2015.

WHEREAS: The City of Sheboygan has awarded a contract for the completion of habitat restoration projects along the Sheboygan River (Res. 32-12-13. A project of this scope and complexity will require a significant amount of management and oversight by a firm uniquely qualified to provide these services, and;

WHEREAS: The City is a sub-grantees on the funding from the Great Lakes Initiative and included in said funding is an allocation for construction oversight and management and;

WHEREAS: The City requested a quote for these services from Oneida Total Integrated Enterprises (OTIE), the sub-designer of the project and the project team has negotiated the contract cost to a level that does not exceed the funding allocated.

RESOLVED: That the appropriate City Official is hereby authorized to enter into contract with OTIE in an amount not to exceed the available funding for the provision of all labor and materials associated with the management and oversight of the 3 year maintenance restoration project(s).

\_\_\_\_\_

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

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

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

III

Res. No.     - 13 - 14. By Alderperson Hammond. May 6, 2013.

A RESOLUTION authorizing the Purchasing Agent and/or appropriate City Officials to enter into a contract for Biosolids Dewatering and Drying Improvements for the City of Sheboygan Regional Wastewater Treatment Facility.

WHEREAS; with the addition of specific equipment the Treatment Facility will significantly improve its ability to dry Biosolids and allow for their use as a natural organic fertilizer that is safe to use and;

WHEREAS; the City Of Sheboygan recently solicited competitive bids for these improvements as specified by the Engineering Firm of Donohue and Associates, who under contract with the City performed the design, engineering and specifications for said work and;

WHEREAS; the competitive sealed bids received by the City of Sheboygan were reviewed by both the Firm of Donohue and Associates and the Wastewater Treatment Plant Superintendent and Staff, with the low bid submitted by August Winter & Sons Inc. of Appleton, WI having been determined to meet or exceed all requirements of the specification and;

WHEREAS; the recommendation of the engineer is to accept the base bid plus alternate bids # 1, 2 & 3 and this recommendation is acceptable to the City.

RESOLVED: That the Purchasing Agent or appropriate City Official is hereby authorized to enter into contract with the J.F Ahern Company of Fond Du Lac WI, in the amount of \$7,916,417.00 for improvements to the bio solids drying processes at the Regional Wastewater Treatment Facility.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the proper accounts ad determined by the City Treasurer utilizing funding provided to the City under the Clean Water Fund loan program in payment of same.

---

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

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

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

# VI

R. C. No.           - 13 - 14. By LAW AND LICENSING. May 6, 2013.

Your Committee to whom was referred R. C. No. 479-13-13 and R. O. No. 303-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9900 be denied based on her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity and her failure to cooperate with the Committee.

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

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

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

**VI**

6.7

R. C. No. 479-12-13. By LAW AND LICENSING. April 15, 2013.

Your Committee to whom was referred R. O. No. 303-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be referred to Law and Licensing of the New Common Council:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5729	Passmore, Michelle	1220 N. 10 <sup>th</sup> St.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9900	Wilterdink, Amanda L.	4315 Liberty Ct.

*L & R  
new C.C.  
5/6/13 - deny  
Wilterdink  
Passmore*

Jodi VanderWeele  
Gulie Kath  
[Signature]

Susan J. Gussard  
Scott Lewandowski

Committee

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

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

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

# II

Other Matters

10.1

R. O. No. 303 - 12 - 13. By CITY CLERK. March 18, 2013.

Submitting various license applications for the period ending June 30, 2013 and June 30, 2014.

*Law Lic*  
*4/3/13 - grant all licenses except hold. Huston, Passmore, Claring, Wilbur*  
*4/15/13 - Claring deny*

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

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2584	Guadalajara	1129 S. 8 <sup>th</sup> St. - two-day event to be held 5/4/13 to 5/5/13 to include current premise and area north of building and the west parking lot.
2726	JMKAC	608 New York Ave. - one-day events to be held 5/18; 6/22; 6/29; 7/6; 7/13; 7/27; 7/28; 9/1; 10/25; 11/29 to include the current premise and all outdoor grounds and all lawn on N, E, S & W side of the building.
2943	Superior Bar & Grill	2607 Superior Ave. - one-day events to be held 4/6/13 & 4/20/13 to include the current premise & the parking lot on North side of Building.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8012	Aschenbach Jr., Mark L.	3308 Geele Ave.
9905	Bradford, Jessica D.	2103 S. 9 <sup>th</sup> St.
9902	Brandl, Stephanie A.	1617 Mehrtens Ave.
9896	Brion, Ryan M.	542 Golden Oak, Sheboygan Falls
9899	Dowell, Patrick R.	620 S. 8 <sup>th</sup> St.
6240	Fenn, Jerry F.	2310 Broadway
9901	Hartwig, Jonathan A.	W6679 Hwy 144, Random Lake
9904	Heitzmann, Mary A.	2206 Sunflower Ave.
9906	Kuester, Joshua C.	3515 N. 10 <sup>th</sup> St.
8235	Kunstman, Victoria M.	3442B Eisner Ct.
9897	Lawrence, Timothy F.	1128 Indian Mound Rd.
5729	Passmore, Michelle	1220 N. 10 <sup>th</sup> St.
9898	Seipel, Andrew W.	2412 Camelot Blvd.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9903	Charles, Steven A.	3509 Cimarron Ct., Manitowoc
9895	Clausing, Michelle D.	228A Lincoln Ave.
9900	Wilterdink, Amanda L.	4315 Liberty Ct.

# VI

R. C. No. \_\_\_\_\_ - 13 - 14. By PUBLIC WORKS. May 6, 2013.

Your Committee to whom was referred R. O. No. 341-12-13 by the City Clerk submitting a communication from Alderperson Matichek stating that he had a citizen request a street light to be installed on a wooden pole off the alley at 513 S. 14<sup>th</sup> St. for safety reasons; recommends that the document be referred to Public Protection and Safety.

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

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

Committee

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

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

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

II

4.3

R. O. No. 341-12-13. By CITY CLERK. April 15, 2013.

Submitting a communication from Alderperson Matichek stating that he had a citizen request a street light to be installed on a wooden pole off the alley at 513 S. 14<sup>th</sup> St. for safety reasons.

~~PW~~  
new C.C.  
refer to PPs 5.

Susan Richards  
City Clerk

Citizen: Daniel Franco (920) 45<sup>?</sup> - 4040  
517 S. 14th

## **Richards, Sue**

---

**From:** Richards, Sue  
**Sent:** Monday, April 08, 2013 12:30 PM  
**To:** Alderperson Kevin Matichek  
**Subject:** RE: Street lights

Kevin -

It would be very helpful to the Committee and to keep track of what happens with this request if the citizen could please drop me a note/email/or at least a name and address so that the committee can call him/her into to the next meeting to discuss their concerns.

Susan Richards  
City Clerk  
City of Sheboygan  
828 Center Ave.  
920-459-3364  
[srichards@ci.sheboygan.wi.us](mailto:srichards@ci.sheboygan.wi.us)

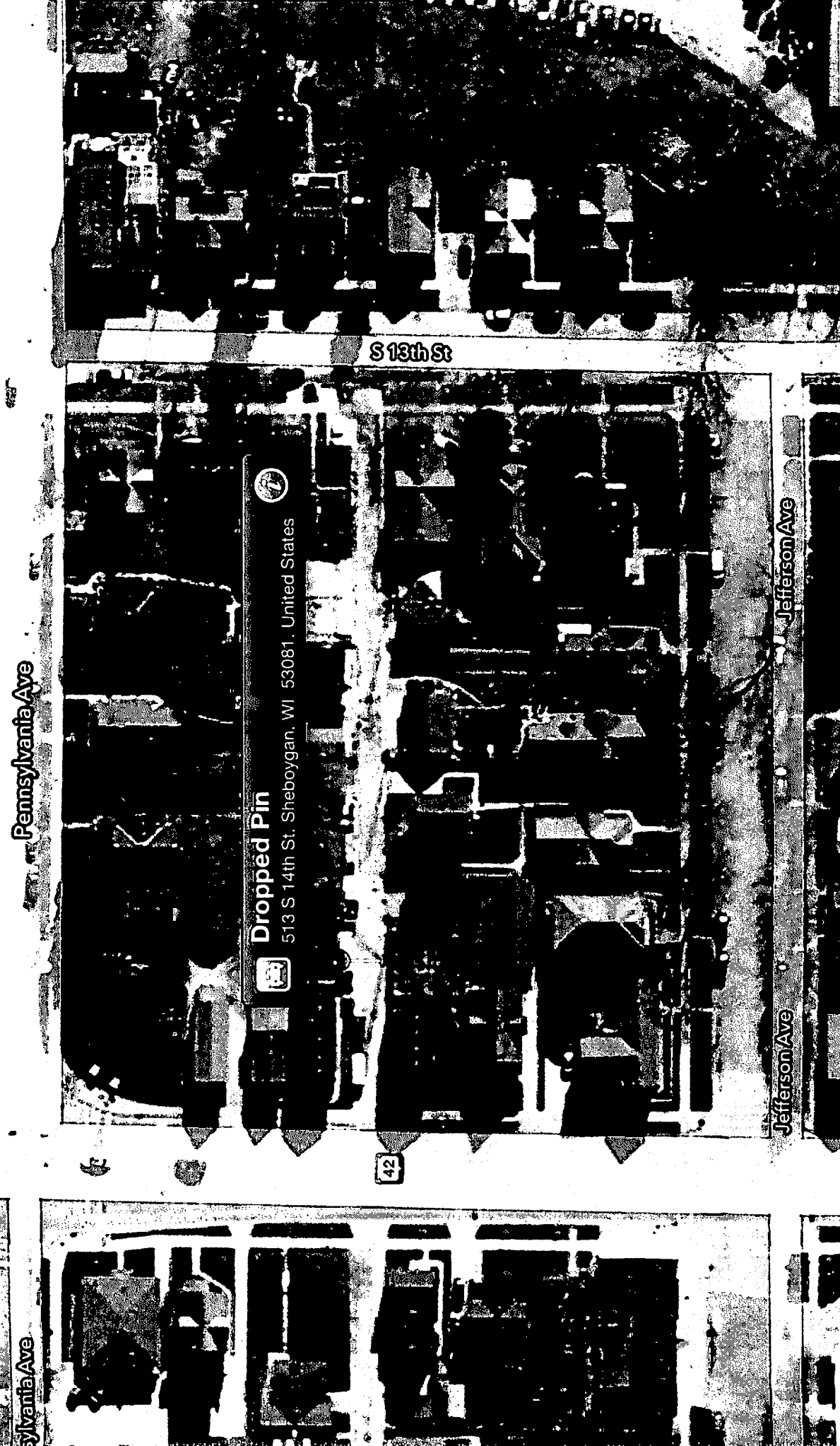
-----Original Message-----

**From:** Alderperson Kevin Matichek  
**Sent:** Saturday, April 06, 2013 3:23 PM  
**To:** Richards, Sue  
**Subject:** Street lights

Good afternoon,

I had a citizen request a street light to be installed on a wooden poll off a alley. Concerns regarding crime and public safety. I have attracted a picture of the alley and location of the polls. Could you please summit to public works?

Thank you for your time,  
Ald. MatiChek



**Dropped Pin**  
513 S 14th St, Sheboygan, WI 53081, United States

Pennsylvania Ave

S 13th St

Jefferson Ave

Jefferson Ave

42

# VII

R. C. No. \_\_\_\_\_ - 13 - 14. By LAW AND LICENSING. May 6, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 336-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted with the caveat that Al & Al's change of premise will be granted contingent upon the issuance of a Street Festival Permit and a specific vote of the Common Council granting the right to use City right-of-way for alcohol is taken:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	Al & Al's	1502 S. 12 <sup>th</sup> St. - two-day event to be held 10/4/13 to 10/5/13 to include Clara Ave. from 12 <sup>th</sup> St. intersection, West 90' and South 75' to include intersection.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Committee.

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

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

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

# VII

R. C. No.           - 13 - 14. By LAW AND LICENSING. May 6, 2013.

Your Committee to whom was referred, pursuant to R. C. No. 479-13-13 and R. O. No. 303-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #5729 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity and her failure to cooperate with the Committee.

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



Gen. Ord. No.       - 13 - 14      . By Alderperson Donohue. May 6, 2013.

AN ORDINANCE amending Subsection 3 of Subs. of Subs. of Subs. of Gen. Ord. No. 40-11-12 relating to health insurance and Wisconsin Retirement System contribution rates for the office of Mayor.

WHEREAS, Subs. of Subs. of Subs. of Gen. Ord. No. 40-11-12, adopted March 19, 2012, establishing the mayor's salary, provided in Subsection 3 thereof that the Mayor's contribution to the Wisconsin Retirement System ("WRS") would be 6.65%, which was the statutory amount at the time of adoption; and

WHEREAS, the statutory contribution level for local elected officials has changed for 2013, and may change again in the future; and

WHEREAS, it would be advantageous for the WRS contribution level to conform to the statutorily required contribution level; and

WHEREAS, Subsection 3 of Subs. of Subs. of Subs. of Gen. Ord. 40-11-12 also established the health insurance contribution rate for the office of Mayor at 18%, which is higher than the contribution rate for all other city employees and officers; and

WHEREAS, it would be more fair for the health insurance contribution rate for the office of Mayor to mirror the contribution rate for all other non-represented employees and officers.

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

Section 1. Subsection 3 of Subs. of Subs. of Subs. of Gen. Ord. No. 40-11-12 is hereby amended to read as follows:

"Subsection 3.

- (a) The contribution level to the Wisconsin Retirement System for the office of Mayor shall be as provided by state law.
- (b) The health insurance contribution rate policy for the office of Mayor shall be the same as for all other non-represented employees and officers of the city."

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



Gen. Ord. No.     - 13 - 14    . By Alderperson Van Der Weele. May 6, 2013.

AN ORDINANCE amending subsection (c) of Section 130-58 of the City of Sheboygan Municipal Code so as to update the fee for taxicab.

Section 1. Section 130-58 of the Sheboygan Municipal Code, entitled "Fees," is hereby repealed and re-created in subsection (c) thereof to read as follows:

"Sec. 130-58. Fees.

...

(c) The fee for a taxicab driver's license required by this division shall be \$17.00 per year or fractional part thereof."

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



Gen. Ord. No. \_\_\_\_\_ - 13 - 14. By Alderperson Versey. May 6, 2013.

AN ORDINANCE amending various sections of the City of Sheboygan Zoning Ordinance so as to provide for regulation of Donation Drop-off boxes.

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

Section 1. Appendix A, Chapter 15, Section 15.105 of the Sheboygan Zoning Ordinance is amended to add "Donation Drop-off Boxes" as Land Uses Permitted as Temporary Uses in all Districts, i.e., Sections 15.105(1)(a)2.e., 15.105(2)(a)2.e., 15.105(2)(b)2.e., 15.105(2)(c)2.f., 15.105(2)(d)2.e., 15.105(2)(e)2.e., 15.105(2)(f)2.e., 15.105(3)(a)2.e., 15.105(3)(b)2.e., 15.105(3)(c)2.e., 15.105(3)(d)2.e., 15.105(3)(e)2.e., 15.105(3)(f)2.e., 15.105(3)(g)2.e., 15.105(3)(h)2.e., and 15.105(3)(i)2.e.

Section 2. Appendix A, Chapter 15, Table 15.203(9) of the City of Sheboygan Zoning Ordinance, Land Uses is hereby amended to add Subsection (i) as follows:

- (i) Donation Drop-off Boxes which shall be permitted as a temporary use in all zoning districts.

Section 3. Appendix A, Chapter 15, Section 15.206 of the City of Sheboygan Zoning Ordinance is hereby amended to add Subsection 15.206(9)(i) "Donation Drop-off Boxes" as temporary land uses and shall read as follows:

- (i) Donation Drop-off Boxes {All Districts}

Description: Any enclosed receptacle or container made of metal, steel or other noncombustible material having an opening through which clothing or other articles to be donated can be deposited and stored temporarily for pickup.

1. Temporary Use Regulations:

- a. Donation Drop-off Boxes are prohibited on all public and private property in the City except under the following conditions:

- 1. The applicant shall provide written permission from the owner of the property consenting to the placement and maintenance of the donation box. The permission shall include a statement indicating that the property owner is aware of the property owner's responsibility to maintain the current operator

contact information and if necessary, to maintain and remove the donation box if the operator fails to follow the provisions of this ordinance.

2. No more than two (2) donation boxes shall be allowed at each property.
  3. A donation drop-off box shall not cover a ground surface area in excess of five feet by five feet, nor be more than six feet in height.
  4. Donation boxes shall be placed on a hard surface such as asphalt or concrete, and fastened or mounted securely.
  5. The drop-off box shall be placed no closer than twenty (20) feet to any public street right of way and shall not be located in such a manner as to impede vision clearance.
  6. All donations must be fully enclosed in a donation drop-off box. Donation drop-off boxes must be regularly emptied and shall not be permitted to overflow with donations or accumulate junk, debris, or other materials. Donations that are not fully enclosed in a drop-off box are considered a public nuisance and subject to removal by the City of Sheboygan at the property owner's expense.
  7. Signage will be allowed on three (3) sides of a donation box, but the combined area of all signage on the box shall not be greater than three (3) square feet. At least one (1) sign shall include the name and contact information for the owner of each donation box.
  8. All donation boxes shall be maintained in good condition and appearance with no structural damage, holes, visible rust, graffiti, etc. All donation boxes shall be free of debris.
- b. Donation drop-off-boxes are prohibited on all residential properties including but not limited to single-family, two-family and multi-family properties.
  - c. Shall comply with Section 15.906, standards and procedures applicable to all temporary uses.

Section 4. 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



Gen. Ord. No.     - 13 - 14. By Alderpersons Lewandoske and Thiel.  
May 6, 2013.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 22nd day of March, 2013, signed by all the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOLUME 7, PAGE 236 OF CERTIFIED SURVEY MAPS AND ALL OF N. 36TH ST. AND THE SOUTH 1/2 OF WILGUS AVE. (AKA WILGUS RD.) ADJACENT TO SAID LOT 1. ALL BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T. 15 N., R. 23 E. IN SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21, T. 15 N., R. 23 E. THENCE S 88°46'57" W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 21 1350.42', THENCE S 00°26'17" W 654.80' TO A POINT ON THE CENTER LINE OF WILGUS AVE. SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE WEST R/W LINE OF N. 36TH ST. AND SAID CENTER LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE N 63°54'43" W ALONG SAID CENTER LINE 129.30' TO THE NW CORNER OF THE C.S.M., THENCE S 00°21'17" W ALONG THE WEST LINE OF SAID C.S.M. 195.81' TO THE SW CORNER OF LOT 1 OF SAID C.S.M., THENCE N 88°38'47" E ALONG THE SOUTH LINE OF SAID LOT 1 AND ITS EXTENSION, 176.36' TO A POINT ON THE EAST R/W LINE OF N. 36TH ST., THENCE N 00°26'17" E ALONG SAID EAST R/W LINE AND ITS EXTENSION 105.51' TO A POINT ON THE CENTER LINE OF WILGUS AVE., THENCE N 63°54'43" W ALONG SAID CENTER LINE 66.56' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 26,573.07 SQ. FT. OR 0.61 ACRES.

Section 2. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax

roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. The territory described in Section 1 of this ordinance is hereby made a part of the 16th Ward and 5th Aldermanic District.

Section 6. This ordinance shall take effect upon passage and publication as provided by law.

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

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

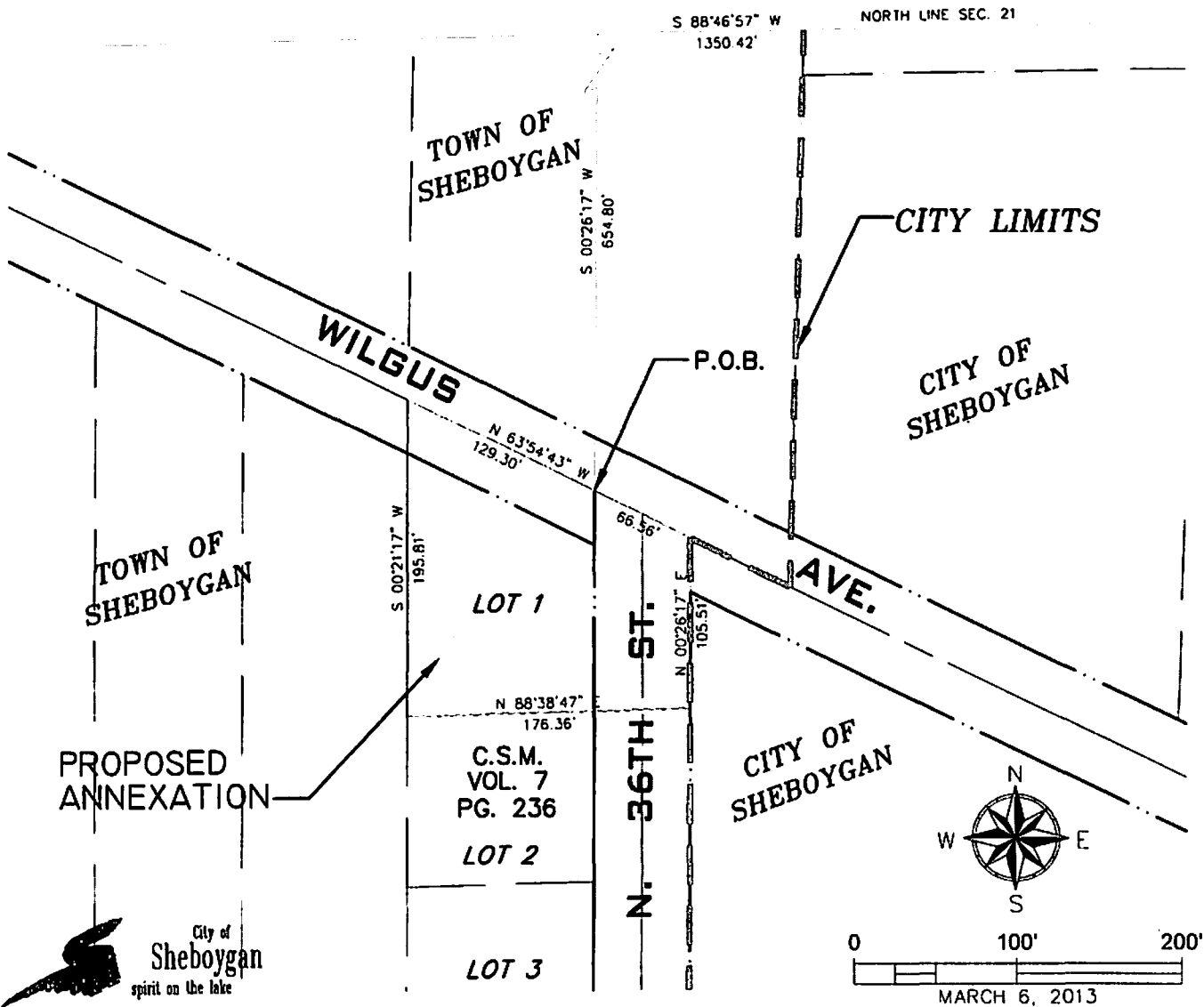
Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

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

# PROPOSED ANNEXATION FOR DHP LLC. SECTION 21, T. 15 N., R. 23 E.

BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOL. 7, PAGE 236 OF CERTIFIED SURVEY MAPS AND ALL OF N. 36TH ST. AND THE SOUTH 1/2 OF WILGUS AVE. (AKA WILGUS RD.) ADJACENT TO SAID LOT 1. ALL BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T. 15 N., R. 23 E. IN SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21, T. 15 N., R. 23 E. THENCE S 88°46'57" W ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 21 1350.42', THENCE S 00°26'17" W 654.80' TO A POINT ON THE CENTER LINE OF WILGUS AVE. SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE WEST R/W LINE OF N. 36TH ST. AND SAID CENTER LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE N 63°54'43" W ALONG SAID CENTER LINE 129.30' TO THE NW CORNER OF THE C.S.M., THENCE S 00°21'17" W ALONG THE WEST LINE OF SAID C.S.M. 195.81' TO THE SW CORNER OF LOT 1 OF SAID C.S.M., THENCE N 88°38'47" E ALONG THE SOUTH LINE OF SAID LOT 1 AND ITS EXTENSION, 176.36' TO A POINT ON THE EAST R/W LINE OF N. 36TH ST., THENCE N 00°26'17" E ALONG SAID EAST R/W LINE AND ITS EXTENSION 105.51' TO A POINT ON THE CENTER LINE OF WILGUS AVE., THENCE N 63°54'43" W ALONG SAID CENTER LINE 66.56' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 26,573.07 SQ. FT. OR 0.61 ACRES.



I

Other Matters

8.1

Com. No. \_\_\_\_\_ - 13 - 14. By CITY ATTORNEY. May 6, 2013.

Submitting a communication received by the City Attorney from Mr. Brian Bartoszek, Wisconsin Public Service Corporation ("WPSC") relating to WPSC's investigation and remediation of contaminants at WPSC's historic manufactured gas plant on the City's Campmarina property located at 732 North Water Street.

Respectfully submitted,

Pub Wks.

  
\_\_\_\_\_  
City Attorney



Wisconsin Public Service Corporation  
700 North Adams Street  
P.O. Box 19001  
Green Bay, WI 54307-9001

May 3, 2013

Mr. Stephen G. McLean  
City Attorney  
City of Sheboygan  
807 Center Avenue  
Sheboygan, WI 53081-4414

Re: CampMarina

Dear Mr. McLean:

This letter relates to Wisconsin Public Service Corporation's (WPSC) investigation and remediation of contaminants at WPSC's historic manufactured gas plant on the city's CampMarina property located at 732 North Water Street. The cleanup of the upland portion of the CampMarina property is now complete. WPSC is working with the United States Environmental Protection Agency and the State of Wisconsin to document that no further action is required on the upland property.

The actual remediation of the upland portion of the CampMarina property took place years ago and involved the removal of contaminated soil, the construction of barrier walls around the site and capping of the surface areas. Some contaminated residuals remain at the site but are appropriately contained with the engineered barriers and cap that were constructed on the property.

In order to maintain the effectiveness of these engineering structures, WPSC needs to assure that no groundwater wells are placed on the property, that the surface cap is not disturbed and that the barrier walls remain in place. WPSC intends to use the Wisconsin Geographic Information System (GIS) approach established by the Wisconsin Department of Natural Resources as opposed to relying on deed notices and restrictions. Under the GIS approach, WPSC will list on a central state database the following restrictions/notices relating to the CampMarina property:

- (1) No groundwater wells may be installed, except as approved by the Wisconsin Department of Natural Resources.
- (2) No activities may be undertaken that will disturb the engineered cap or the engineered barrier walls, except as approved by the Wisconsin Department of Natural Resources. These activities would include (i) removal of the existing barrier, (ii) replacement of the barrier, (iii) excavating or grading at a depth that would affect the cap or the barrier walls, and (iv)

Mr. Stephen G. McLean  
May 3, 2013  
Page 2

construction or placement of a building or structure in a manner that adversely affects the cap or the barrier walls, including docks or other structures attached to the Waterloo barrier wall along the Sheboygan River.

A map showing the engineered structures and the cap is enclosed. This map (with the city's approval) will be placed on the GIS system so that a record of the restrictions is maintained and is readily available via the state website.

Under Wis. Stat. § 292.12, the responsibility for meeting the above restrictions will be the city's as the current property owner. Should there be any sale or transfer of the property, these restrictions transfer by law to the subsequent property owner. As we discussed, WPSC is seeking a Certificate of Completion under the Wisconsin Voluntary Party Liability Exemption (VPLE) program. The Certificate of Completion, which runs with the land, will also benefit the city as the property owner. The practical effect of the certificate is to exempt the city (and WPSC) from liability under the Wisconsin cleanup laws for "remedy failure" risks associated with the site.

If the GIS notification is approved and filed with the Department, the groundwater use restriction and the restrictions on not disturbing the engineered cap and barrier walls will be listed on the publicly accessible Bureau of Remediation and Redevelopment Tracking System on the Wisconsin Department of Natural Resources' website. This website will provide public notice that residual contamination exists and that engineered barriers and groundwater use restrictions are in place. In addition, information will be displayed on the Remediation and Redevelopment Sites Map, a mapping application, under the GIS Registry. This GIS Registry is available to the general public on the Department's website. Department approval prior to well construction or reconstruction is required for all sites shown on the GIS Registry, in accordance with Wis. Admin. Code § NR 812.09(4)(w).

WPSC understands the City Council will be requested to approve the placement of these restrictions on the Wisconsin GIS system. If there are any questions or if additional information would be helpful prior to or at the meeting, please contact Brian Bartoszek, Manager-Remediation & Solid Waste, Integrys Business Support, LLC, 700 North Adams Street, Post Office Box 19001, Green Bay, WI 54307-9001.

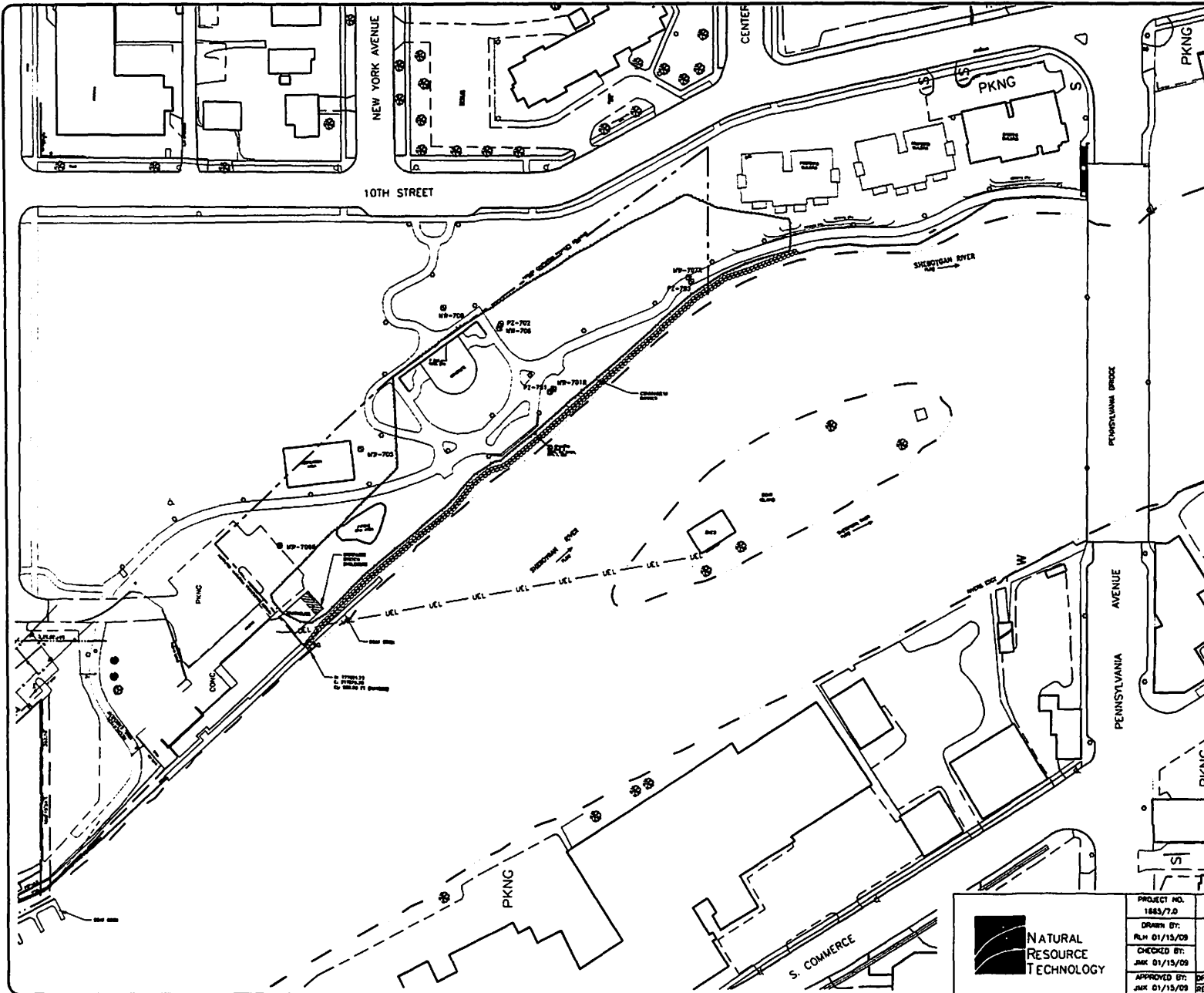
Very truly yours,



Brian F. Bartoszek

Enclosure

cc: Connie Lawniczak

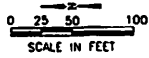


**LEGEND**

- MW-700 MONITORING WELL
- PZ-701 PIEZOMETER
- SG STAFF GAUGE
- TREES
- LAMP
- LIGHT POLE
- - - - - FORMER CAMPMARINA PROPERTY BOUNDARY
- - - - - CONFINEMENT BARRIER
- - - - - RIVERS EDGE
- - - - - UNDERGROUND UTILITY LINE

**SOURCE NOTES:**  
 1. PORTIONS OF THIS DRAWING SET WERE DEVELOPED FROM DRAWING FILE CAMPPLAND DATED 1/4/00 OBTAINED FROM THE CITY OF SHEBOYGAN.  
 2. SURVEY OF CONFINEMENT BARRIER BY RETTLER CORPORATION, MARCH 2001, DIGITAL FILE TOPD0201.DWG.  
 3. PORTIONS OF THIS DRAWING SET WERE DEVELOPED FROM DRAWING FILE 105-004-001-001 SHEBOYGAN COUNTY COORDINATE SYSTEM, US FOOT, 4=HORIZ 1/16"=HORIZ FROM THE CITY OF SHEBOYGAN.  
 4. MONITORING WELLS SURVEYED BY ROBERT C. LEE & ASSOCIATES SURVEYING, FERRISBURG ZONE, SHEBOYGAN COUNTY COORDINATE SYSTEM AND HORIZ. VERTICAL, DRIVE.

DATUM (FT)		
HOLDES	NAVIGER	CITY OF SHEBOYGAN
578.8	581	0



	<b>SITE PLAN</b>	
	<b>REMEDIATION INVESTIGATION REPORT          RIVER OU SHEBOYGAN-CAMPMARINA          WISCONSIN PUBLIC SERVICE CORPORATION          SHEBOYGAN, WISCONSIN</b>	
	PROJECT NO. 1883/7.0	DRAWING NO. 1065-7-002
	DRAWN BY: RLH 01/15/09	CHECKED BY: JAK 01/15/09
	APPROVED BY: JAK 01/15/09	REFERENCE:

FIGURE NO.  
2

**III**

*Other Matters*

*8.2*

Res. No.       - 13 - 14      . By Alderperson Heidemann. May 6, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the Campmarina Maintenance Agreement.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Campmarina Maintenance Agreement, a copy of which is attached hereto and incorporated herein.

*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

## CAMPMARINA MAINTENANCE AGREEMENT

This Campmarina Maintenance Agreement (the "Agreement") dated this \_\_\_\_ day of May, 2013, between Wisconsin Public Service Corporation ("WPSC"), a Wisconsin corporation, and the City of Sheboygan, Wisconsin ("City" and together with WPSC the "Parties" or each a "Party") \_\_\_\_\_.

### Background

A. WPSC undertook the investigation and remediation of WPSC's historic manufactured gas plant site previously located on the City's Campmarina property, 732 North Water Street, Sheboygan, Wisconsin (the "Property").

B. As part of the remediation of the Property, WPSC used engineered barriers and a cap to contain contaminated soil and groundwater on the Property.

C. The remediation work on the Property was approved by the Wisconsin Department of Natural Resources ("WDNR").

D. WPSC is now seeking a Certificate of Completion for the remedial work on the Property under the Wisconsin Voluntary Party Liability Exemption Act ("VPLE"), which, if granted, will exempt both WPSC and the City, as owner, from future liability for remedy failure, change in standards, or new contaminants found on the Property.

E. In order to obtain the Certificate of Completion, WPSC is required to prepare a maintenance plan (the "Plan") to address the cap and containment structures. This Plan is attached as Exhibit A.

F. The City, as owner of the Property, will be required to implement the Plan in order to continue to obtain the liability exemption provisions provided by the Certificate of Completion under the VPLE program.

G. WPSC, through this agreement, is willing to compensate the City for undertaking the Plan.

H. WPSC is also required to list certain use restrictions relating to groundwater and any disturbance of the cap and barrier walls on the Property on the Wisconsin Geographical Information Service ("GIS") Registry and notify the City of these restrictions. The proposed notification is attached as Exhibit B.

I. The City, after reviewing the Plan, is willing to undertake the work and activities called for in the Plan pursuant to the terms of this agreement.

J. The City is also willing to approve listing on the GIS Registry of the use restrictions set forth in Exhibit B.

## Agreement

1. The City will implement the Plan as set forth in Exhibit A, including the annual inspection of the Property and documentation of that inspection.
2. The City agrees with the use restrictions set forth in Exhibit B and with the listing of the Property and the accompanying use restrictions on the GIS Registry.
3. WPSC will compensate the City Three Thousand Dollars (\$3,000) for implementing the inspection called for in the Plan.
4. In the event the inspections called for in the Plan indicate a need for work to maintain the cap or barrier walls, the City will promptly notify WPSC. In such an event, (i) the City will provide WPSC access to the Property for the purpose of investigating and independently determining the need for any work to maintain the cap or barrier, (ii) WPSC will provide the results of its investigation to the City for its review, (iii) if the City and WPSC agree that work is required to maintain the cap or barrier, WPSC will prepare a plan for such work, an estimate of the reasonable cost of conducting the maintenance activities and will compensate the City for such reasonable cost. The City shall obtain any required approval of the maintenance work from WDNR and shall promptly implement the maintenance work in accordance with the Plan. The City shall be responsible for any damage to the cap or barrier walls or contamination that may result from a failure to properly implement the repair plan.
5. WPSC's obligation to compensate the City for any maintenance work called for in Paragraph 4 above shall not apply to the extent the repair work was caused by or was the result of the City undertaking any activities contrary to the use restrictions set forth in Exhibit B or the City's failure to properly inspect and/or promptly notify WPSC of any necessary maintenance work.
6. In the event the City desires to disturb the cap or barrier walls on the Property, it shall promptly notify WPSC before commencing any work and also obtain any and all approvals required from WDNR. WPSC may provide comments on the City plan. However, whether or not WPSC provides comments, the City shall be solely responsible for any damage to or weakening of the cap and/or the barriers, any repairs to the engineered cap or barriers walls and any contamination leaving the containment area that results from any activities or work undertaken under this Paragraph 6.
7. In the event of a dispute between the parties that remains unresolved after sixty (60) days, the parties shall refer the dispute to the Mayor of the City of Sheboygan and to WPSC's Director of Environmental Services, who shall then meet within thirty (30) days for the purpose of seeking resolution of the dispute.

8. Any notices required to be sent shall be addressed to the following:

Connie Lawniczak  
Director-Environmental Services  
Integrus Business Support, LLC  
Post Office Box 19001  
Green Bay, WI 54307-9001

Mayor  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

9. This Agreement may not be modified except in a writing signed by all the Parties.

10. This Agreement may be signed in counterparts. A facsimile or other electronic version of a signature shall be considered an original for all purposes.

11. This Agreement contains the entire agreement between the Parties as to its subject matter, and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of this Agreement as set forth herein.

12. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the extent allowed under applicable law.

13. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to all terms and conditions of this document. This Agreement shall be binding upon and inure to the benefit of WPSC, the City, and each entity's successors and assigns.

*[Signature page follows]*

WISCONSIN PUBLIC SERVICE  
CORPORATION

Dated: May 3, 2013

By Connie Lawniczak  
Connie Lawniczak  
Director-Environmental Services  
Integrus Business Support, LLC

CITY OF SHEBOYGAN, WISCONSIN

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

*[Signature Page to Campmarina Maintenance Agreement]*

**EXHIBIT A**

**Maintenance Plan**

**EXHIBIT B**

**Proposed Notice of GIS Registry Listing of Use Restrictions**

**Campmarina Former MGP  
Maintenance Plan  
May 2013**

**Property:** Campmarina Former Manufactured Gas Plant  
732 N. Water Street  
714 N. Water Street  
Sheboygan, Wisconsin 53081  
Sheboygan County

Legal Description:

732 N. Water Street:

ORIGINAL PLAT ALL OF BLK 149 & THE VACATED SOUTHERLY 20' OF NEW YORK AVENUE ADJACENT TO BLOCK 149 CAMPMARINA PARK  
TAX #59281107760

And

714 N. Water Street:

ORIGINAL PLAT ALL OF LOTS 1,2 & 3 BLK 133 AND THE NELY 40' OF LOTS 4 & 5 AND THE NELY 40' OF THE SELY 20' OF LOT 6 BLK 133, ALSO THE VAC N 20' OF NEW YORK AVE ADJ BLK 133 (CAMPMARINA PARK)  
TAX #59281107756

And

Center Avenue ROW:

ORIGINAL PLAT THAT PRT OF VAC CENTER AVE LYING W OF WATER ST BETWEEN BLKS 149 & 156, ALSO THE NLY 10' OF BLK 156 DESC AS COM AT INTERSECTION OF S LN OF CENTER AVE WITH THE W LN OF WATER ST, THE P.O.B., TH S 13° E 10.25', TH 115.79'  
TAX #59281108711

Geographic Coordinates (WTM83/91): 703,699 meters Easting, 366,900 meters Northing (NW 1/4 of the SW 1/4 of Sec 23, T15N, R23E),

Property Owner:

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

**WDNR File:** Camp Marina Manufactured Gas Plant  
732 N. Water Street  
Sheboygan, Wisconsin 53081 (Figure B.1.a)  
BRRTS# 02-60-000095; FID # 460134950

WDNR Contact

Mr. John Feeney, Hydrogeologist  
Wisconsin Department of Natural Resources  
1155 Pilgrim Parkway  
Plymouth, WI 53073  
(920) 892-8756 Ext. 3023  
[johnm.feeney@wisconsin.gov](mailto:johnm.feeney@wisconsin.gov)

## Introduction

This Maintenance Plan has been prepared in accordance with the requirements of s. NR 724.13(2), Wisconsin Administrative Code for the above-referenced property ("Property") to be implemented as part of the case closure. The maintenance activities relate to the following engineering controls occupying the area over impacted soil and groundwater at the park or on the site (Figure D1):

- Vertical barrier wall
- Engineered geosynthetic cover underlying the earthen cover
- Shoreline riprap

A copy of the engineering as-builts for the engineering controls is attached.

A copy of this Plan is to be kept on file by: (1) the Wisconsin Department of Natural Resources (WDNR), Northeast Region; (2) the Property Owner, including future Property owners; and (3) the Property Manager, if any. The Plan shall be made available by the Property Owner to prospective purchasers, contractors, utilities and maintenance personnel, and any other public or private persons or entities authorized to perform work at the Property. Summary reports are on file with the WDNR and are available upon request (WDNR file reference BRRTS# 02-60-001016).

More site-specific information about this property may be found by consulting:

- The case file in the WDNR Northeast Region office;
- BRRTS on the Web (WDNR's internet based data base of contaminated sites):  
<http://dnr.wi.gov/botw/SetUpBasicSearchForm.do>;
- GIS Registry PDF file for further information on the nature and extent of contamination:  
<http://dnrmaps.wisconsin.gov/imf/imf.jsp?site=brrts2>; and
- The WDNR project manager for Sheboygan County.

## Plan Purpose and Site Information

The purpose of this Plan is to document the responsibilities associated with the land use controls applicable to the Property and to identify how to properly manage residual impacted soil and groundwater under the earthen cover. Residual soil impacts are listed on Table 8.

The existing engineering controls contain the underlying residual soil and groundwater impacts. The earthen cover provides further protection from direct contact with underlying residual contaminants. The earthen cover and shoreline rip rap protects the existing engineering controls (geosynthetic cover and vertical barrier wall). The locations of these engineering controls and barriers are located at the park and shown on Figure D.1.a. Based on the current and future use of the property (as a recreational park), the engineering controls and barriers should function as intended at a level of effort similar to any other recreational park, unless disturbed.

## Annual Inspection

The existing engineering controls contain the underlying residual soil and groundwater impacts. The earthen cover and the shoreline riprap (Figure D.1.a) will be inspected once a year for to verify the earthen cover and shoreline riprap are present and significant soil erosion has not occurred that may allow exposure to

underlying soils and groundwater. Typically, this annual inspection will be completed in the spring after all snow has melted.

The inspections will be performed by the property owner or designated representative. The inspector will walk the perimeter and interior of the park, looking for areas where soil has rills, eroded, or significantly settled that may result in ponding water. The inspector will stand at the water's edge to visually observe the presence-absence of shoreline riprap along the bank. Any area of the park where soils have eroded or are likely to erode or greater than 10 consecutive linear feet of shoreline riprap are not present, will be documented. A log of the inspections and associated repairs will be maintained by the property owner and is included as Exhibit A, Inspection Log. The log will include recommendations for necessary repairs of areas where erosion was observed. Once repairs are completed, they will be documented in the inspection log. A copy of the inspection log will be kept at the City of Sheboygan municipal offices and available for submittal or inspection by WDNR representatives upon their request.

### **Maintenance Activities**

Repairs will be scheduled by the property owner as soon as practical if problems are noted during the annual inspection or at other times during the year if observed as part of the regular park maintenance activities (i.e., mowing). Repairs are typical of any other shoreline park and can include filling or resurfacing of erosional areas of the earthen cover or replacing shoreline riprap. If maintenance activities may expose the underlying soil or groundwater, the owner must inform maintenance workers of direct contact exposure hazards and ensure they have appropriate personal protective equipment. The owner must also sample any soil excavated from the site prior to off-site disposal to ascertain if contamination remains. The soil must be treated, stored, and disposed by the owner in accordance with applicable local, state, and federal law.

In the event the engineering controls are removed or replaced as a result of significant utility or construction activities at the park, the replacement controls must function in a manner equal to or exceeding the original controls to prevent direct contact with soil and groundwater, and groundwater migration to surface water. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this Maintenance Plan unless otherwise indicated by the WDNR or its successor.

The property owner, in order to maintain the integrity of the engineering controls, will maintain a copy of this Maintenance Plan at the City of Sheboygan Municipal Offices and make it available to all interested parties (i.e. on-site employees, contractors, future property owners, etc.) for viewing.

### **Prohibition of Activities and Notification of DNR Prior to Actions Affecting a Cover or Cap**

The following activities are prohibited on any portion of the park property where engineering controls are required as shown on the attached maps, unless prior written approval has been obtained from the Wisconsin Department of Natural Resources: 1) removal of the existing engineering control; 2) replacement with another engineering control; 3) excavating or grading of the land surface; 4) filling on capped or paved areas; 5) plowing for agricultural cultivation; or 6) construction or placement of a building or other structure. Any area of cap disturbance shall be restored in a manner consistent with the original cap condition. If disturbance cannot be avoided, activities that disturb the soil will not be conducted until approval is obtained from WDNR. Proper material management includes, but is not limited to:

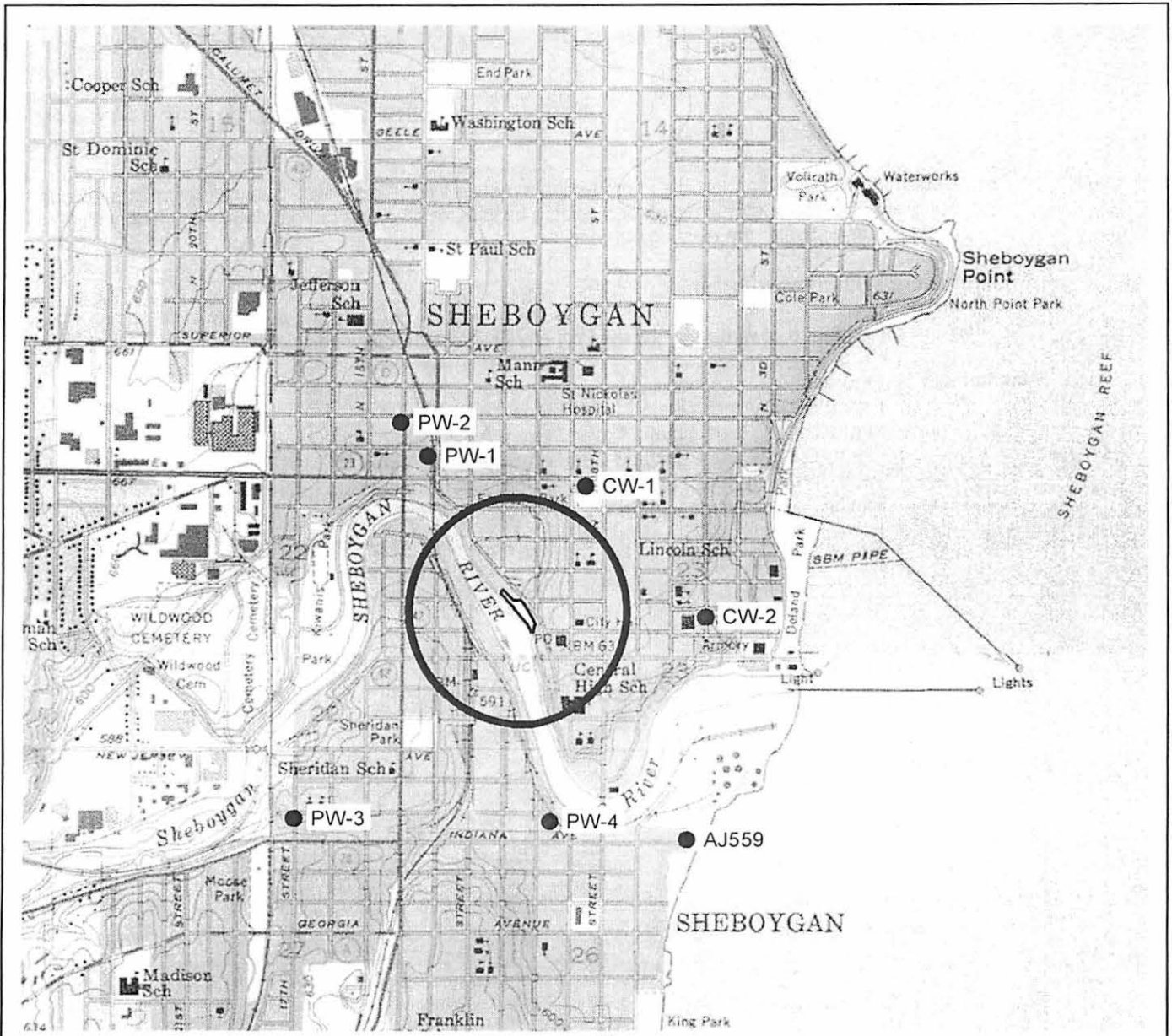
- Characterize, manage, and dispose impacted soil and groundwater in accordance with Wisconsin solid waste rules.

- Determine whether planned site improvements require WDNR approval. Site improvements include, but are not limited to, constructing or placing a building or other structure or landscaping which could be disruptive to the existing barriers.

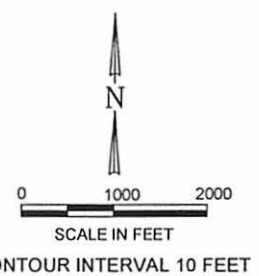
**Amendment or Withdrawal of Plan**

This Plan can be amended or withdrawn by the Property Owner with the written approval of the WDNR.

Attachments: Figure B.1.a. - Location Map  
Figure D.1.a- Areas Subject to Maintenance Plan  
Figure D.1.b- Geosynthetic Cover System As-Built  
Figure D.1.c- River Bank and Center Avenue ROW As-Built  
Table A.4. - Pre and Post Remaining Soil Contamination  
Exhibit A –Inspection Log Form



- SOURCE NOTES:
1. USA TOPO MAPS - COPYRIGHT: © 2011 NATIONAL GEOGRAPHIC SOCIETY, I-CUBED-CUBED.
  2. COORDINATE SYSTEM IS WISCONSIN COUNTY COORDINATE, SHEBOYGAN COUNTY, US FOOT.



## LOCATION MAP



BRRTS #02-60-000095  
 CAMP MARINA MANUFACTURED GAS PLANT  
 SHEBOYGAN, WISCONSIN

PROJECT NO.  
1313/8.0

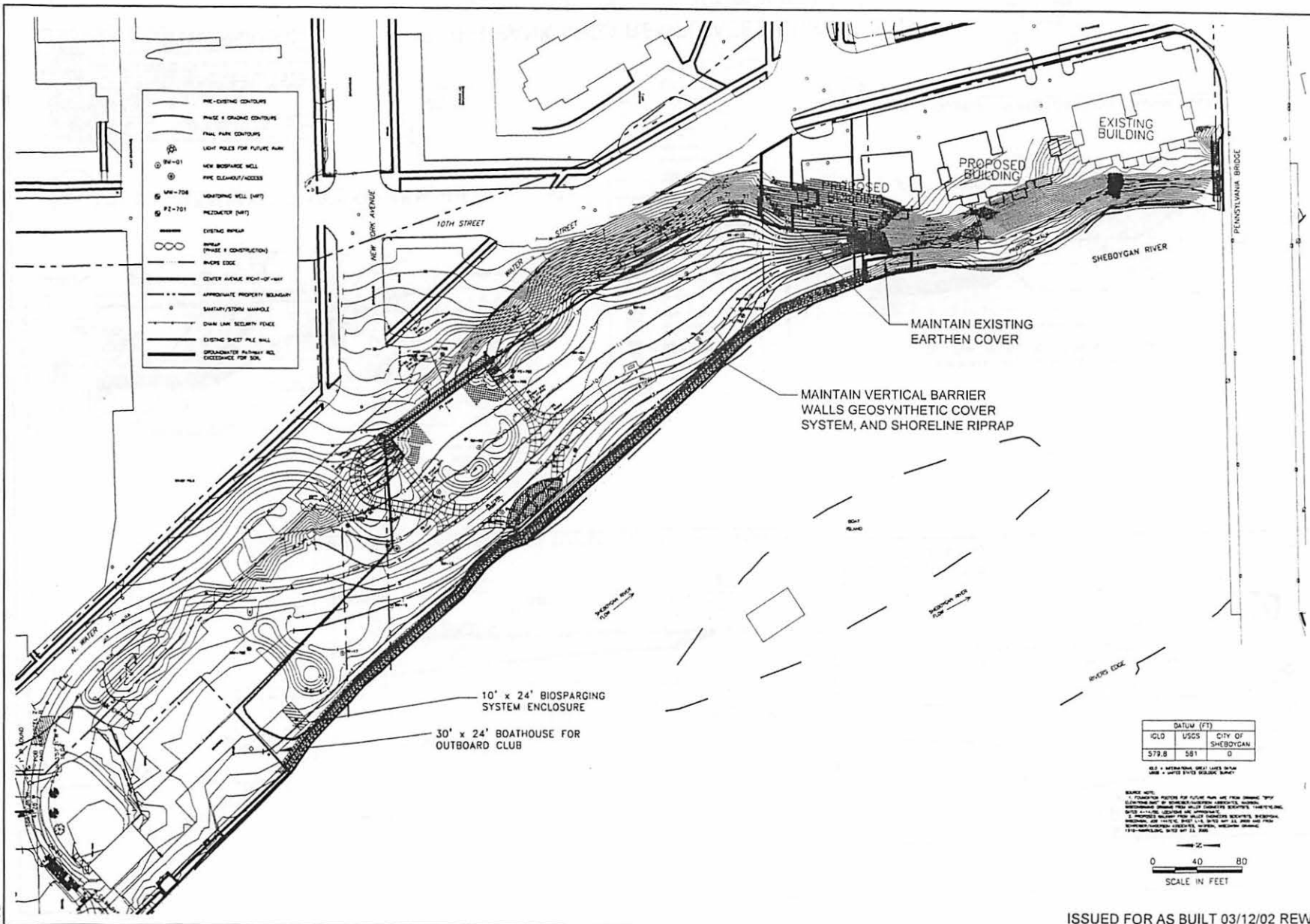
DRAWING NO.  
1313-8-B.1.a-LOCATION MAP

FIGURE NO.  
B.1.a

DRAWN: NWDDATE: 04/09/13    CHK'D: JJW DATE: 04/09/13    APP'D: JMK DATE: 05/03/13

May 03, 2013 1:04pm PLOTTED BY: ndraskovich SAVED BY: ndraskovich  
 I:\McAdata\Projects\1313\8\1313-8-B.1.a-Locations Map-Pot Wells.dwg Layout  
 XREFS: I:\McAdata\Projects\1313\8\US03\_Topo.tif

May 03, 2013 1:05pm PLOTTED BY: nrb@nrc.com SAVED BY: nrb@nrc.com  
 C:\Users\Project\1313\1313-8-B-10-Maint Plan.dwg Layout  
 SHEET



DRAWN BY:	NWD	DATE:	04/09/13
CHECKED BY:	JJW	DATE:	04/09/13
APPROVED BY:	JMK	DATE:	05/03/13
DRAWING NO: 1313-8-D.1 - Maint Plan			
REFERENCE: SEE INFO BLOCK			

**AREAS SUBJECT TO MAINTENANCE PLAN**

BRRTS #02-60-000095  
 CAMP MARINA MANUFACTURED GAS PLANT  
 SHEBOYGAN, WISCONSIN

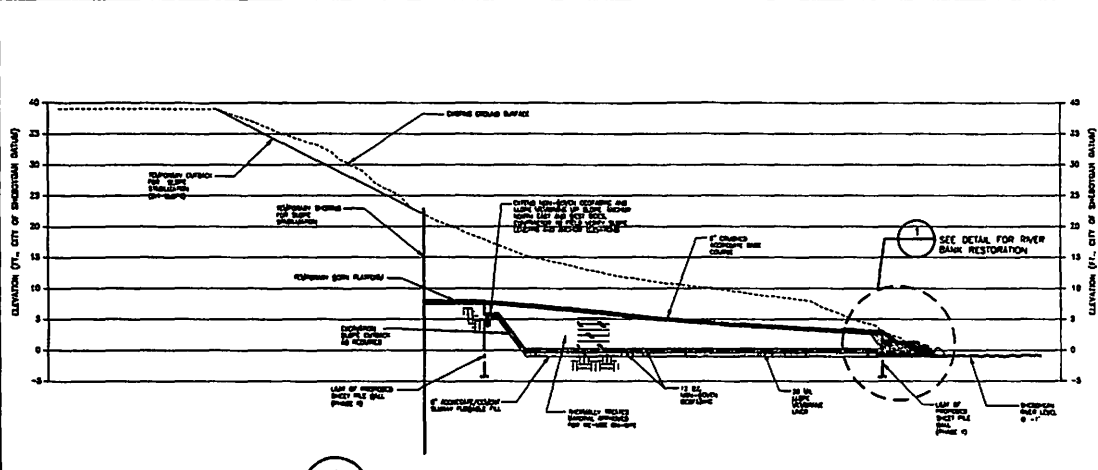


PROJECT NO.  
1313/8.0

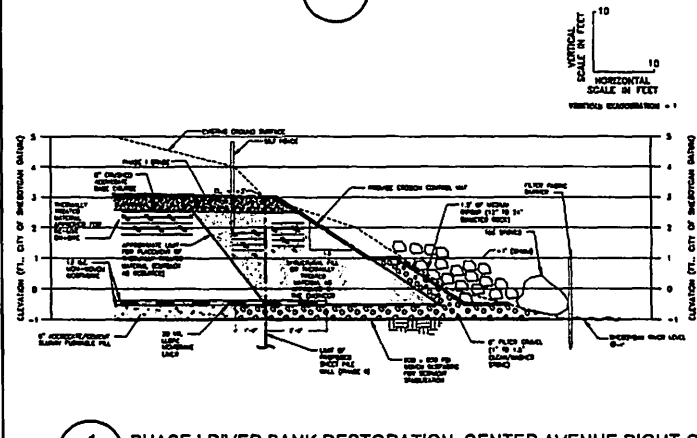
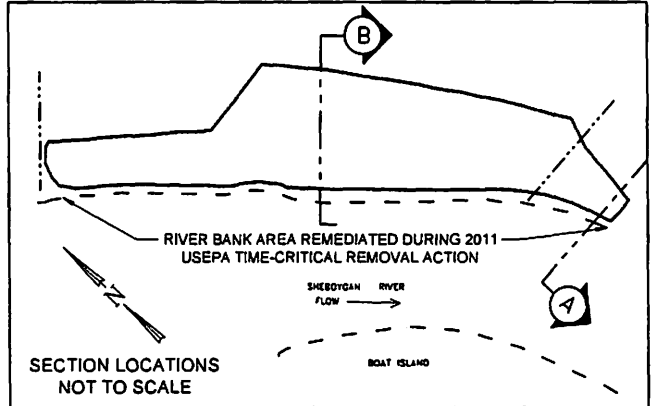
FIGURE NO.  
D.1.a

ISSUED FOR AS BUILT 03/12/02 REW

May 03, 2013 1:07pm PLOTTED BY: nmsawicki, SAUND BY: nmsawicki, 131378.0  
 C:\Users\nmsawicki\Documents\131378.0 - R.I.T. - Engineering\Drawings\AS-Built.dwg  
 2013

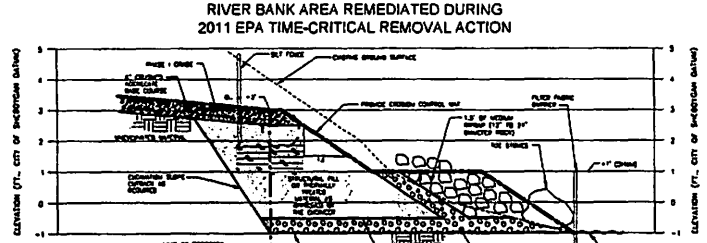


**A PHASE I EXCAVATION RESTORATION, CENTER AVENUE RIGHT-OF-WAY**



**1 PHASE I RIVER BANK RESTORATION, CENTER AVENUE RIGHT-OF-WAY**

LEGEND	
[Symbol]	LANDSCAPED/PAVEMENT MATERIAL
[Symbol]	GRAVEL/AGGREGATE BASE COURSE
[Symbol]	ADDED/REMOVED SLURRY FILLABLE FILL
[Symbol]	PERMANENTLY TREATED MATERIAL
[Symbol]	STRUCTURAL FILL
[Symbol]	FILTER GRAVEL (1" TO 1.5" CLEAN/WASHED STONE)
[Symbol]	12 OZ. NON-WOVEN GEOTEXTILE
[Symbol]	600 x 600 PS WOVEN GEOTEXTILE
[Symbol]	20 ML LOOSE MEDIUM SAND
[Symbol]	EXISTING GROUND SURFACE
[Symbol]	EXCAVATION LIMITS
[Symbol]	EXISTING GROUND SURFACE, PHASE I COMPLETION
[Symbol]	C2 DRAINAGE ZONE
[Symbol]	C1 DRAINAGE ZONE
[Symbol]	DRAIN
[Symbol]	ORDINARY HIGH WATER MARK (ESTIMATED)
[Symbol]	MGP
[Symbol]	MANUFACTURED GAS PLANT
[Symbol]	MSL
[Symbol]	MEAN SEA LEVEL
[Symbol]	LMSP
[Symbol]	LINEAR LOW DENSITY POLYETHYLENE
[Symbol]	PS
[Symbol]	POUNDS PER SQUARE YARD



**B PHASE I RIVER BANK RESTORATION, CAMPMARINA**

- CONSTRUCTION NOTES**
1. CROSS SECTION A AND B ARE TYPICAL CROSS SECTIONS OF EXCAVATION AND BACKFILL ALONG THE SHEBOYGAN RIVER BANKS. ALL DETAILS SHOWN TO BE FIELD VERIFY.
  2. EXCAVATION LIMITS TO REMOVE EXISTING MATERIALS ABOVE THE FINISH LEVEL, TO MINIMIZE SETBACK REQUIREMENTS, NO CONSTRUCTION EQUIPMENT OR PERSONNEL ALLOWED DIRECTLY IN THE DITCH.
  3. STRUCTURAL FILL AND PERMANENTLY TREATED MATERIALS APPROVED FOR RE-USE TO BE COMPACTED TO THE SPECIFIED PROCTOR DENSITY.
  4. ELEVATIONS ARE REFERENCED TO CITY OF SHEBOYGAN DATUM.
  5. EXISTING EXCAVATION SHALL BE RECONSTRUCTED AS PART OF THE PHASE I ACTIVITIES.
  6. EXISTING EXCAVATION SHALL BE RECONSTRUCTED AS PART OF THE PHASE I ACTIVITIES.
  7. EXISTING EXCAVATION SHALL BE RECONSTRUCTED AS PART OF THE PHASE I ACTIVITIES.
  8. EXISTING EXCAVATION SHALL BE RECONSTRUCTED AS PART OF THE PHASE I ACTIVITIES.
  9. EXISTING EXCAVATION SHALL BE RECONSTRUCTED AS PART OF THE PHASE I ACTIVITIES.
  10. EXISTING EXCAVATION SHALL BE RECONSTRUCTED AS PART OF THE PHASE I ACTIVITIES.
  11. FILTER FABRIC SHALL BE PLACED ALONG WITH THE SAND AND GEOTEXTILE TO PREVENT SAND FROM MIXING WITH THE EXISTING GROUND SURFACE.

**RIVER BANK AREA REMEDIATED DURING 2011 USEPA TIME-CRITICAL REMOVAL ACTION**

DRAWN BY:	NWD	DATE:	04/09/13
CHECKED BY:	JJM	DATE:	04/09/13
APPROVED BY:	JMK	DATE:	05/03/13
DRAWING NO: 1313-8-B, 1.c-Engineering Controls			
REFERENCE: SEE INFO BLOCK			

**RIVER BANK AND CENTER AVENUE R.O.W. AS-BUILT**  
 BRRTS #02-60-000095  
 CAMP MARINA MANUFACTURED GAS PLANT  
 SHEBOYGAN, WISCONSIN



PROJECT NO.	131378.0
FIGURE NO.	D.1.c

ISSUED FOR AS BUILT 03/12/02 REW

Table A.4.-1 Pre-Remedial Soil Analytical Data Exceeding RCLs Table 1 of 3.  
 Camp Marina Manufactured Gas Plant  
 BRRTS #02-06-000095

Sample Location	Sample Depth (ft)	Sample Date	Benzene mg/kg	Phenol mg/kg	Benzo(a)anthracene mg/kg	Benzo(b)fluoranthene mg/kg	Benzo(a)pyrene mg/kg	Chrysene mg/kg	Dibenzo(a,h)anthracene mg/kg	Indeno(1,2,3-cd)pyrene mg/kg	Naphthalene mg/kg
<b>Groundwater Pathway RCLs</b>			<i>0.005</i>	<b>2.30</b>	<i>NE</i>	<i>0.48</i>	<i>0.47</i>	<i>0.15</i>	<i>NE</i>	<i>NE</i>	<i>0.66</i>
<b>Direct Contact RCLs</b>			<b>1.49</b>	<b>18300</b>	<b>0.15</b>	<b>0.15</b>	<b>0.01</b>	<b>14.8</b>	<b>0.01</b>	<b>0.15</b>	<b>5.15</b>
<b>Soil Samples from the Unsaturated Zone</b>											
<b>Monitoring Well Samples</b>											
MW-701	2-4	7/18/1995			<b>2.3</b>	<b>0.95</b>	<b>1.7</b>	<b>1.6</b>	<b>0.18</b>	<b>1.3</b>	<b>77</b>
MW-702	2-4	7/19/1995			<b>1.1</b>	<b>0.66</b>	<b>1.2</b>	<b>0.74</b>	<b>0.15</b>	<b>0.75</b>	
MW-703	4-6	7/18/1995	<i>0.013</i>			<b>2.3</b>	<b>3.8</b>	<b>2.8</b>			<b>3</b>
MW-705	2-4	7/19/1995			<b>1.7</b>	<b>1</b>	<b>1.7</b>	<b>1.3</b>	<b>0.27</b>	<b>1.1</b>	
MW-707	2-4	7/19/1995		<b>83</b>	<b>0.33</b>	<b>0.18</b>	<b>0.43</b>	<b>0.23</b>	<b>0.063</b>	<b>0.33</b>	
<b>Soil Boring Samples</b>											
SB-701	2-4	7/19/1995			<b>0.91</b>	<b>0.49</b>	<b>0.74</b>	<b>0.68</b>	<b>0.093</b>	<b>0.5</b>	

Notes:

- 1) Concentrations in italics are above the Groundwater Pathway RCLs
- 2) Concentrations in bold are above the Direct Contact RCLs
- 3) NE - not established.

**Table A.4.-2 Pre-Remedial Soil Analytical Data Exceeding RCLs Table 2 of 3.  
Camp Marina Manufactured Gas Plant  
BRRTS #02-06-000095**

Sampling Location	Sampling Depth (feet below ground surface)	Sampling Date	mg/kg						
			Lead, total	Cyanide, total <sup>3</sup>	Cyanide, weak acid dissociable <sup>4</sup>	Benzene	Ethylbenzene	Toluene	Total Xylenes
<b>Groundwater Pathway RCLs</b>			27	NE	4.04	0.005	1.57	1.11	3.94
<b>Direct Contact RCLs</b>			400	26.4	NE	1.49	7.47	818	258
<b>Soil Samples Collected from the Unsaturated Zone</b>									
HA-701	2	07/29/98	350	89	46	0.13			
SS-701	0.5	07/29/98	410						
TP-701	2-8	07/29/98	540	78	17	0.23			
TP-702	2-7	07/29/98	110						
TP-703	4-6	07/29/98	260						
TP-705	5	07/29/98	980		260	0.11			
TP-706	1-8	07/29/98	530						
SB-717	11-11.5	07/29/98	110						
SB-718	13-13.5	07/29/98	280						
SB-719	11-11.5	07/29/98	190						
SB-720	10-10.5	07/29/98	400		42				
SB-726	11-12	12/09/98	61						
SB-732	12-14	12/10/98				0.3	2.521		
SB-733	10-12	12/09/98				25.7	5.49	55.4	49.9
SB-734	12-14	12/09/98				0.309			
SB-735	10-12	12/10/98				0.172	7.07	1.15	13.46
SB-736	6-8	12/08/98				0.314			
SB-739	6-8	12/09/98	634				1.81		6.02
PZ-702	14-16	12/09/98				259	168	572	599
PZ-703	16-18	12/08/98				1.49	10.6		

Notes:

- 1) Concentrations in italics are above the Groundwater Pathway RCLs
- 2) Concentrations in bold are above the Direct Contact RCLs
- 3) The groundwater pathway RCL has been established for free cyanide only.
- 4) The groundwater pathway RCL for free cyanide is used for dissociable cyanide.
- 5) NE - not established.

Table A.4.-3 Pre-Remedial Soil Analytical Data Exceeding RCLs Table 3 of 3.  
 Camp Marina Manufactured Gas Plant  
 BRRTS #02-06-000095

Sampling Location	Sampling Depth (feet)	Sampling Date	Benzo (a) anthracene	Benzo (a) pyrene	Benzo (b) fluoranthene	Benzo (k) fluoranthene	Chrysene	Dibenzo (a,h) fluoranthene	Fluoranthene	Fluorene	Indeno (1,2,3-cd) pyrene	Naphthalene	Pyrene
<b>Groundwater Pathway RCLs</b>			NE	0.47	0.48	NE	0.15	NE	88.8	14.8	NE	0.66	54.5
<b>Direct Contact RCLs</b>			0.15	0.01	0.15	1.48	14.8	0.01	2290	2290	0.15	5.15	1720
<b>Soil Samples Collected from the Unsaturated Zone</b>													
HA-701	2	07/29/98	49	17	56	32	58	13			25	10	60
SS-701	0.5	07/29/98	7.2	4.5	7.3	7.1	8.2	1.9			3.2		
TP-701	2-8	07/29/98	25	19	56	36	34	11			23	4.3	
	8-9	07/29/98		0.56	0.57		0.46						
TP-702	2-7	07/29/98	40	36	27	28	39	10	110	21	18	13	71
	7-10	07/29/98		0.71	0.71		0.59						
TP-703	4-6	07/29/98		5.1	6.8		5.6						
TP-704	3-4	07/29/98		0.13									
	7-8	07/29/98		1	0.81		0.67						
TP-705	5	07/29/98		43	190		140					19	
TP-706	1-8	07/29/98	13	11	11		13	3.6			7.6		
SB-717	11-11.5	07/29/98					0.39						
SB-718	13-13.5	07/29/98		2.2	2.3		2.2						
SB-719	11-11.5	07/29/98		3.2	3.5		3.6						
SB-720	10-10.5	07/29/98			82		93		250			170	170
<b>Soil Samples Collected from the Saturated Zone</b>													
SB-726	11-12	12/09/98		0.622	2.65		4.86						
SB-732	12-14***	12/10/98***										0.699	
	12-14***	12/10/98***										1.3	
SB-733	10-12	12/09/98		14.8	9.03		15.1					309	179
SB-734	12-14	12/09/98		14.3	10.7		13.9			20.1		5.85	66.4
SB-735	10-12	12/10/98		16.2	9.4		14.3			54.5		268	123
SB-736	6-8	12/08/98		4.64	1.77		1.54					3.56	
SB-739	6-8	12/09/98		1.22	1.14		1.54					1.68	
PZ-702	14-16	12/09/98		47.8	44.5		60.2					1,400	729
PZ-703	16-18	12/08/98										10.7	

Notes:

- 1) Concentrations in italics are above the Groundwater Pathway RCLs
- 2) Concentrations in bold are above the Direct Contact RCLs
- 3) \*\*\* - The laboratory surrogate recovery was below laboratory limits. The sample was re-extracted past hold time and analyzed. Both results are reported.
- 4) NE - not established.

**Table A.4.-4 Post-Remedial Soil Analytical Data Exceeding RCLs Table 1 of 1.  
Camp Marina Manufactured Gas Plant  
BRRTS #02-06-000095**

Sample ID	Approximate Elevation (Feet, Mean Sea Level)	Date	Volatile Organic Compounds (mg/kg)													mg/kg	
			Benzene	Toluene	Benzo(a)anthracene [c]	Benzo(a)pyrene [c]	Benzo(b)fluoranthene [c]	Benzo(k)fluoranthene [c]	Chrysene [c]	Dibenzo(a,h)anthracene [c]	Fluoranthene	Fluorene	Indeno(1,2,3-cd)pyrene [c]	Naphthalene	Pyrene	Total Lead	Total Cyanide <sup>7</sup>
<i>Groundwater Pathway RCLs</i>			<i>0.005</i>	<i>1.11</i>	<i>NE</i>	<i>0.47</i>	<i>0.48</i>	<i>NE</i>	<i>0.15</i>	<i>NE</i>	<i>88.8</i>	<i>14.8</i>	<i>NE</i>	<i>0.66</i>	<i>54.5</i>	<i>27</i>	<i>NE</i>
<b>Direct Contact RCLs</b>			<b>1.49</b>	<b>818</b>	<b>0.15</b>	<b>0.01</b>	<b>0.15</b>	<b>1.48</b>	<b>14.8</b>	<b>0.015</b>	<b>2290</b>	<b>2290</b>	<b>0.15</b>	<b>5.15</b>	<b>1720</b>	<b>400</b>	<b>26.4</b>
<b>Soil Samples Collected from the Unsaturated Zone</b>																	
EZ-102 <sup>5</sup>	580	12/15/2000	<i>0.3</i>		<b>1.5</b>	<b>3.27</b>	<b>2.92</b>	<b>1.89</b>	<b>1.76</b>	<b>0.563</b>			<b>1.42</b>			<b>29</b>	<b>33</b>
EZ-103 <sup>5</sup>	580	12/15/2000	<i>0.577</i>		<b>40.5</b>	<b>41.4</b>	<b>50.5</b>	<b>31.4</b>	<b>39.4</b>	<b>8.32</b>		<b>31.5</b>	<b>20</b>	<b>4.65</b>	<b>65.4</b>	<b>363</b>	<b>579</b>
EZ-104 <sup>5</sup>	580	12/15/2000	<i>0.045</i>		<b>2.33</b>	<b>2.32</b>	<b>3.08</b>	<b>2.19</b>	<b>2.3</b>	<b>0.556</b>			<b>1.42</b>				
EZ-201 <sup>5</sup>	Excavated	11/27/2000	<i>0.066</i>													<b>423</b>	
EZ-202 <sup>5</sup>	Excavated	11/27/2000														<b>192</b>	<b>250</b>
EZ-203 <sup>5</sup>	Excavated	11/27/2000	<i>0.068</i>													<b>510</b>	<b>411</b>
EZ-205 <sup>5</sup>	601	4/2/2001			<b>0.663</b>	<b>0.742</b>	<b>1.0</b>		<b>0.786</b>								<b>81</b>
EZ-206 <sup>5</sup>	601	4/2/2001			<b>1.73</b>	<b>1.79</b>	<b>1.99</b>	<b>2.7</b>	<b>1.96</b>								<b>31</b>
EZ-301 <sup>5</sup>	580	12/5/2000			<b>4.85</b>	<b>4.17</b>	<b>4.445</b>	<b>4.3</b>	<b>5.22</b>	<b>0.98</b>			<b>2.59</b>			<b>346</b>	<b>93</b>
EZ-302 <sup>5</sup>	580	12/5/2000			<b>6.73</b>	<b>4.37</b>	<b>7.67</b>	<b>5.61</b>	<b>7.68</b>	<b>1.19</b>			<b>3.29</b>			<b>230</b>	<b>241</b>
EZ-401 <sup>6</sup>	580	11/30/2000	<i>0.284</i>		<b>1.17</b>	<b>1.29</b>	<b>1.32</b>		<b>1.47</b>					<b>0.949</b>		<b>1,010</b>	
EZ-402 <sup>6</sup>	580	11/30/2000	<b>5.49</b>	<b>3.57</b>	<b>173</b>	<b>157</b>	<b>168</b>	<b>105</b>	<b>153</b>	<b>25.6</b>	<b>431</b>	<b>48.4</b>	<b>86</b>	<b>10.9</b>	<b>358</b>	<b>60</b>	
EZ-403 <sup>6</sup>	578	11/30/2000	<i>0.579</i>		<b>9.62</b>	<b>12.3</b>	<b>14.5</b>	<b>8.14</b>	<b>9.97</b>	<b>2.25</b>			<b>7.01</b>	<b>2.5</b>		<b>168</b>	<b>42</b>
EZ-404 <sup>6</sup>	580	11/30/2000			<b>3.9</b>	<b>3.61</b>	<b>3.4</b>	<b>2.95</b>	<b>3.97</b>				<b>1.65</b>	<b>0.886</b>		<b>62</b>	
EZ-405 <sup>6</sup>	580	11/30/2000	<i>0.371</i>		<b>18.7</b>	<b>18.2</b>	<b>25.9</b>	<b>14.6</b>	<b>19.4</b>	<b>3.4</b>			<b>8.07</b>	<b>3.23</b>		<b>229</b>	<b>113</b>

Notes:

- 1) Concentrations in italics are above the Groundwater Pathway RCLs
- 2) Concentrations in bold are above the Direct Contact RCLs
- 3) [c]= carcinogenic PAH, classified as B2 probable human carcinogen
- 4) NE = not established
- 5) Locations EZ-101 to EZ-302 were either excavated or are covered with geosynthetic and/or earthen cover.
- 6) Locations EZ-401 to EZ-405 in river bank area remediated during 2011 USEPA time-critical removal action.
- 7) The groundwater pathway RCL has been established for free cyanide only.

**EXHIBIT A**  
**INSPECTION LOG FORM**



II

R. O. No. \_\_\_\_\_ - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting various license applications for the period ending June 30, 2014 and June 30, ~~2015~~ 2015.

*Susan Richards*  
City Clerk

"CLASS A" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi #94	919 S. Taylor Dr.
2821	Festival Foods	595 S. Taylor Dr.
2532	Fischer's Food & Liquor	4554 S. 12 <sup>th</sup> St.
2518	Pick N Save #6432	1317 N. 25 <sup>th</sup> St.
2825	Pick N Save #6433	2625 S. Business Dr.
2702	Tietzs Piggly Wiggly	2905 N. 15 <sup>th</sup> St.

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1193	Kwik Trip #361	1618 Calumet Dr.
1998	Kwik Trip #780	2622 S. Business Dr.
2920	Kwik Trip #873	625 s. Taylor Dr.
2763	Kwik Trip #897	2033 North Ave.
2519	Northside Clark	2709 N. 15 <sup>th</sup> St.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> St.
1040	Brennans On Michigan	1101 Michigan Ave.
1511	Dennys Bar	2140 Calumet Dr.
1525	Fountain Park Lounge	922 N. 8 <sup>th</sup> St.
1119	Four Of A Kind	811 Indiana Ave.
2192	Harrys Diner	2504 Calumet Dr.
2949	Harrys Prohibition Bistro	668 South Pier Dr.
2193	Kaddyshack LLC, The	1502 S. 13 <sup>th</sup> St.
2962	Night Moves II	1210 Michigan Ave.
2272	PJ's Party Zone	910 N. 18 <sup>th</sup> St.

*Law & Lic*

1229 Sheboygan Moose Lodge #438	1811 Georgia Ave.
2717 Shevegas Nightclub	1133 Michigan Ave.
2899 Zodiak	2518 N. 15 <sup>th</sup> St.

CLASS "B" FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1986	Pizza Hut #13440	1107 N. 14 <sup>th</sup> St.
1987	Pizza Hut #13462	2727 S. Business Dr.
1328	Sheboygan Athletic Club	2338 New Jersey Ave.
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

CLASS "C" WINE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2604	Z Spot Espresso & Coffee	1024 Indiana Ave.

# II

Other Matters

8.4

R. O. No.           - 13 - 14. By CITY CLERK. May 6, 2013.

Submitting various license applications for the period ending June 30, 2014 and June 30, ~~2014~~. 2015.

*Law & Lic*

*Laura Richards*  
\_\_\_\_\_  
City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	JMKAC	608 New York Ave. - one-day events to be held 6/20/13 & 8/15/13 to include northwest side of building & Festival Greens.
1337	Sheboygan Elk's Lodge	1943 Erie Ave. - one-day events to be held 6/29/13, 7/26/13 & 8/18/13 to include the area south of the building & all the grassy area.

SIDEWALK CAFÉ LICENSE (April 14, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>TH</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> St. (change from last year)
2427	Urbane	1231 N. 8 <sup>th</sup> St.
2604	Z Spot	1024 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1530	Hoppert, Laurie A.	2510 S. 18 <sup>th</sup> St.
9937	Jacobs, Anne M.	4239 Pleasant View Ct.
9943	Kroening, Sheena M.	2308 Park Pl., Apt. B
9940	Lopez, Cynthia	620 S. 8 <sup>th</sup> St.
2932	Ninmer, Jennifer L.	12024 Point Creek Rd., Newton
9936	Potter, John D.	221 Buffalo St., Spt. #104
9935	Rautmann, Carley M.	2309A Kroos Ct.
9945	Schultz, Matthew A.	W7143 Cty Rd., B., Cascade
7917	Schultz, Victoria A.	2234 S. 12 <sup>th</sup> St.
9944	Tomsa, Nicolae	845 N. 6 <sup>th</sup> St.
9942	Vang, Pavoua	3118 S. 17 <sup>th</sup> St.
9939	Villa-Rivera, Jose E.	624 10 <sup>th</sup> St., Kiel

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9946	Cha, Brian	1704 Ashby Ct.
9044	Ringel, Tammy L.	1511 N. 8 <sup>th</sup> St.
9938	Starkey, Paul D.	1423 Michigan Ave.

**V**

*Other Matters*

8.5

Gen. Ord. No. \_\_\_\_\_ - 13 - 14. By Alderperson Donohue. May 6, 2013.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add a position to the Police Department Table of Organization.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section D.4. Police Department as follows:

Class Title	Job Code	Class Grade	NO. Employees
POLICE DEPARTMENT			

4. Administration Division

Telecommunicator Trainee	C10701A	4	
--------------------------	---------	---	--

Section 2. The new job description for the Telecommunicator Trainee is attached, and copies of which shall be on file in the offices of the City Clerk, Human Resources Department, and City Finance.

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

*Salaries & Incentives*

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

CITY OF SHEBOYGAN

TELECOMMUNICATOR TRAINEE  
Grade 04

CODE C10701A

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Reports to: Police Dept	Department:	Police Department
Classification: Non-Exempt	Division:	Non Represented
Date: 5/6/2013	Approved:	

---

Nature of Work:

Responsible for answering incoming emergency calls and providing accurate and efficient communications to dispatch police, fire, and emergency services within the City. The work includes taking and following-up on or referring complaints and monitoring other communication systems for emergency calls. Employees work under the day-to-day supervision of the Lead Telecommunicator and the Lieutenant in charge of Administrative Services or in his absence the Officer in Charge. Performs clerical and other related work as required.

Typical Duties: (These examples do not list all the duties which may be assigned.)

- 1.\* Answers all emergency phone calls and responds by dispatching appropriate police, fire, medical, or other emergency units.
- 2.\* Maintains radio contact with emergency units and receives, transmits, and interprets emergency and non-emergency radio messages from all emergency units of the City and County and all other jurisdictions outside of the County. Routes all teletype messages received to the proper destination.
- 3.\* Takes complaints over the phone and at the counter, reviews complaints on file for follow-up and teleservicing and adjusts complaints or supplies information explaining involved department procedures, making decisions based on precedent and regulations.
- 4.\* Composes and transmits, receives and interprets teletype messages to other law enforcement departments and government agencies and operates CRT to obtain information.
- 5.\* Operates multi-channel electronic recording and playback unit.
- 6.\* Keeps accurate records and logs of vehicle mileage, gas and oil consumption, use time of portable radios, etc., and charges same according to need.
- 7.\* Monitors alarm systems and TV screens and takes proper action as necessary.
- 8.\* Receives fines and fees, issues receipts and performs other police related clerical work at the police information counter.

7

\*Essential Functions

Minimum Qualifications:

1. High school diploma or a GED certificate recognized by the Wisconsin Department of Public Instruction plus two years of related experience or any equivalent combination of experience and training which provides the necessary knowledge and abilities.
2. Ability to promptly analyze and evaluate emergency situations and effect an accurate course of action.
3. Adequate understanding of the capabilities of the total police and fire communications system and the knowledge of what course of action to take in case of equipment failure. Must be capable of intelligently communicating the necessary information in regard to these failures to the proper parties.
4. Working knowledge of the layout of the City and surrounding areas.
5. Knowledge of Federal Communications Commission rules and regulations.
6. Ability to reduce rambling and disconnected information into concise and accurate messages.
7. Ability to operate telecommunication equipment, CRT's and keep accurate records and reports, and perform clerical work.
8. Ability to obtain a satisfactory grade on a typing test, prefix tape a test for dispatchers, voice test, report writing and psychological test(s).
9. Ability to communicate and interact effectively with the public and co-workers in a cooperative manner.
10. Must have clear and precise speech and ability to enunciate correctly and clearly.
11. Must be temperamentally, emotionally, and physically capable of meeting extremely stressful situations, and in a pleasant acceptable manner that would not be offensive to the general public.

**COMMON COUNCIL**

Official Proceedings of the 2013 - 2014 Common Council of the City of Sheboygan.

**THIRD REGULAR MEETING**

The Council met: Monday, May 6, 2013.

Mayor Terry Van Akkeren in the Chair:

On call of the roll, the following Alderpersons were present:

Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey 11 13.

Absent and Excused: Dekker, Van Akkeren, Wolf 11 3.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Second Regular Meeting held April 22, 2013, was approved as entered on the record, all Alderpersons present voting "Aye".

**RESIGNATIONS**

To the members of the Harbor Center BID Board,

I hereby resign my position as board member effective 4/17/2013 as I am no longer the manager of DuBois Formalwear. It was my pleasure to serve and I look forward to working with you in the future.

Respectfully,

Mike Vandersteen

April 16, 2103

Mayor Mike Vandersteen,

Due to conflicting schedules, it is with great sadness that I must resign my position as a Transit Commissioner effective 4/30/13.

I has been my pleasure to serve as a commissioner since 2005 and to work with commissioners, directors, and employees of our Transit system. I wish good luck, best wishes and continues success to all concerned in our city's transit system.

Sincerely,

Lee Montemayor Jr.

Alderperson Jeremy Dekker

Monday, May 06, 2013

During the last several months my family and I have experienced a great deal of life changes from career changes too adding another addition to our family. These changes have left me with very little extra time to take care of my obligations to the city. As of today Monday May 6<sup>th</sup>, I see no other option but to resign as alderman of the 6<sup>th</sup> district. I want to thank my constituents of the 6<sup>th</sup> district for their support over the last 5 years. I look forward to spending more time with my family and my career.

Thank you.

Alderman Jeremy Dekker

May 2, 2013

Dear Mike Vandersteen

I am resigning my position as District One Alderperson for the City of Sheboygan. I am grateful and appreciative for the support and assistance I have received in the time in this position and as a committee commissioner. I am resigning due to a job change that will cause me and my family to be moving out of our great state of Wisconsin. I wish you and the council success in the future.

Kindest Regards

Todd Wolf

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing 4 Resignations were accepted and placed on file, all Alderpersons present voting "Aye".

**APPOINTMENTS**

May 6, 2013

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

**JOINT REVIEW BOARD**

NAME

APPOINTED

EXPIRES

May 6, 2013

Mayor Mike Vandersteen	05/06/13	04/30/14
Gretchen Thomas(School Board Rep)	05/06/13	04/30/14
Lucio Fuentes(LTC Rep)	05/06/13	04/30/14
Tom Wegner (County Board Rep)	05/06/13	04/30/14
Michael J. Vandersteen, Mayor		

Lies over under the rules.

May 6, 2013

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

Pursuant to Gen. Ord. 59-12-13 repealing Article III of Chapter 29 of the 1975 Municipal Code and creating Section 82-2 of the Municipal Code relating to the position of the director of human resources and labor relations, we hereby recommend that Sandy Rohrick be appointed as the Director of Human Resources and Labor Relations for the City of Sheboygan effective immediately.

Michael Vandersteen	James Amodeo
Mayor	Chief Administrative Officer

Lies over under the rules.

May 6, 2013

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

Pursuant to Section 86-92 of the Municipal Code relating to the appointment of the director of planning and development, we hereby recommend that Chad Pelishek be appointed as the Director of Planning and Development for the City of Sheboygan effective immediately.

Michael Vandersteen	James Amodeo
Mayor	Chief Administrative Officer

Lies over under the rules.

On motion by Alderperson Hammond and second by Alderperson Carlson, the following documents notated with an asterick (\*) were accepted and placed on file, accepted and adopted, or passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey || 13.  
Nays: None.

**COMMUNICATIONS AND PETITIONS**

**Com. No. 1 - 13 - 14. May 6, 2013.**

Submitting a communication from Michael Daniels regarding issues he has been having since 2008 with water in his yard.  
Was referred to the Committee on Finance.

**Com. No. 2 - 13 - 14. By CITY ATTORNEY. May 6, 2013.**

Submitting a communication received by the City Attorney from Mr. Brian Bartoszek, Wisconsin Public Service Corporation ("WPSC") relating to WPSC's investigation and remediation of contaminants at WPSC's historic manufactured gas plant on the City's Campmarina property located at 732 North Water Street.  
Was referred to the Committee on Public Works.

**REPORTS OF OFFICERS**

**\*R. O. No. 1 - 13 - 14. By BOARD OF WATER COMMISSIONERS. May 6, 2013.**

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the fourth quarter of 2012. The water pumpage was up 1.43% from the same period in 2011. 1,059,883,000 gallons were pumped in the third quarter, compared to 1,044,958,000 in 2011. Year to date Operating Revenue at the end of the 4th quarter increased by \$654,854 compared to year to date 2011. The net income for the Utility, as of the end of December 31, 2012 is \$2,109,759. Details are shown on the attached Income Statement and Balance Sheet.

**Construction-Maintenance:**

Construction-maintenance work by the Water Utility during the fourth quarter of 2012:

Number of feet of 4 inch water main installed .....	0.0
Number of feet of 6 inch hydrant lead installed .....	1.6
Number of feet of 6 inch water main installed .....	0.0
Number of feet of 8 inch water main installed .....	0.0
Number of feet of 10 inch water main installed .....	0.0

Number of feet of 12 inch water main installed .....	20.8
Number of feet of 16 inch water main installed .....	3.8
Number of feet of 20 inch water main installed .....	0.0
Number of feet of 24 inch water main installed .....	1,570.4
Number of feet of water main abandoned or removed.....	0
Number of water main breaks repaired .....	5
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made.....	9
Number of water main valves installed, repaired, removed, or replaced .....	10
Number of water service connections installed .....	3

Details are shown on the attached spreadsheets.

**Other Utility Business:**

The Water Utility hosted the fall meeting of the West Shore Water Producers group. Approximately 80 attendees participated.

The City Planning Commission approved the removal of the existing 1929 wash tank and construction of a replacement tank.

The Board of Water Commissioners met jointly with the City Finance Committee to discuss the financing plan and water revenue bonds for the wash tank project.

**\*R. O. No. 2 - 13 - 14. By BOARD OF WATER COMMISSIONERS. May 6, 2013.**

The Sheboygan Board of Water Commissioners transmits (electronically) the Water Utility's financial statements and independent Auditor's Report prepared by Baker Tilly for years ended December 31, 2012 and 2011.

**\*R.O. No. 3 - 13 - 14. By CHIEF OF POLICE. May 6, 2013.**

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 January 1, 2013 and ending March 31, 2013.

Part I Crimes	January		February		March		2013 TOTAL 1st QTR Actual Offenses	2012 TOTAL 1st QTR Actual Offenses	
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared			
Homicide	1	1	0	0	0	0	1	2	
Rape	4	1	0	1	0	0	4	6	
Robbery	2	1	0	1	0	0	2	10	
Aggravated Assault	11	13	7	8	3	4	21	24	
Burglary	22	10	13	4	14	4	49	57	
Theft	77	33	65	45	61	28	203	300	
Vehicle Theft	1	1	1	1	3	2	5	7	
Arson	2	1	0	0	1	0	3	1	
<b>Total Part I Crimes</b>	<b>120</b>	<b>61</b>	<b>86</b>	<b>60</b>	<b>82</b>	<b>38</b>	<b>288</b>	<b>407</b>	
<b>Total Current Actual Offenses</b>	<b>288</b>		<b>Total Current Cleared</b>				<b>159</b>		
<b>Same Quarter Last Year</b>	<b>407</b>		<b>Same Quarter Last Year</b>				<b>151</b>		

Traffic Arrests	
January	210
February	214
March	305

Other Arrests	
January	350
February	375
March	385

May 6, 2013

Current Quarter	729
Same Quarter Last Year	713

Current Quarter	1110
Same Quarter Last Year	827

Accidents Investigations	
Current Quarter	531
Same Quarter Last Year	391

Total Arrests	
Current Quarter	1839
Same Quarter Last Year	1540

Property	Jan	Feb	Mar	Current Quarter	Same Quarter Last Year
Value Property Stolen	44,993	52,446	33,867	131,306	213,497
Value Property Recovered	10,470	10,311	13,651	34,432	36,351
Percent Recovered	23	20	40	27	17

**\*R. O. No. 4 - 13 - 14. By CITY CLERK. May 6, 2013.**

Submitting various license applications.

**COMMERCIAL SALVAGE & RECYCLING LICENSE (June 30, 2014)**

No.	Name	Address
2367	Sadoff & Rudoy Industries	3313 N. 21 <sup>st</sup> St.

**AMUSEMENT LICENSE (June 30, 2014)**

No.	Name	Address
2757	Lucky Don's Bear Claw	3347 Kohler Memorial Dr.
1219	Marc Cinemas	3226 Kohler Memorial Dr.

**TEMPORARY CLASS "B" LICENSE**

No.	Name	Address
2380	Sheboygan Motorcycle Club	1212 Pennsylvania Ave. – one-day event to be held 6/8/13 to include entire bldg. and east/west parking lots.
2808	Water Street Pub Softball	931 N. 12 <sup>th</sup> St. – one-day event to be held 5/11/13 to include the parking lot south of building.

**THEATER LICENSE (June 30, 2014)**

No.	Name	Address
1219	Marc Cinemas	3226 Kohler Memorial Dr.

**\*R. O. No. 5 - 13 - 14. By CITY CLERK. May 6, 2013.**

Submitting, as a matter of record, a communication of the Wisconsin Department of Administration stating that the proposed DHP, LLC annexation has been reviewed and found to be in the public interest.

**\*R. O. No. 6 - 13 - 14. By CITY CLERK. May 6, 2013.**

Submitting, as a matter of record, a communication from David Lensink, President of Art's Displays, Inc., notifying the City of Sheboygan of the assignment of the ground lease for 721 Riverfront Dr. The assignee is LG Riverfront, LLC and the effective date of the assignment is May 1, 2013.

**\*R. O. No. 7 - 13 - 14. By CITY PLAN COMMISSION. May 6, 2013.**

Your Commission to whom was referred Res No. 182-13-14 by Alderperson Hammond authorizing the execution

**May 6, 2013**

of a lease agreement between the City of Sheboygan and Nemschoff Chairs, Inc. to include additional City-owned land; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 23, 2013, and after due consideration, recommends approval of the Resolution.

**\*R. O. No. 8 - 13 - 14. By CITY PLAN COMMISSION. May 6, 2013.**

Your Commission to whom was referred Res. No. 183-12-13 by Alderperson Hammond authorizing the purchase of 1014 and 1016 Erie Avenue for the purposes of the razing the property for new private investment in the neighborhood as part of the Neighborhood Revitalization Strategy Area activities; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, April 23, 2103, and after due consideration, recommends approval of the Resolution.

**R. O. No. 9 - 13 - 14. By PURCHASING AGENT. May 6, 2013.**

Submitting a tabulation of Bids #1869-09 received on April 29, 2013 for Improvements in the drying of Biosolids at the City of Sheboygan Regional Wastewater Treatment Facility.

Was referred to the Committee of Finance and to the Committee on Public Works.

**R. O. No. 10 - 13 - 14. By CITY CLERK. May 6, 2013.**

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Was referred to the Committee on Law and Licensing.

**R. O. No. 11 - 13 - 14. By CITY CLERK. May 6, 2013.**

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

Was referred to the Committee on Law and Licensing.

**R. O. No. 12 - 13 - 14. By CITY CLERK. May 6, 2013.**

Submitting a communication from Terri Schultz, Director of the Salvation Army Day Care Center, requesting adding school zone signs on N. 13<sup>th</sup> St. near their facility so that a safe speed limit can be enforced when children are present.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 13 - 13 - 14. By CITY CLERK. May 6, 2013.**

Submitting a communication from Bill Klein, Principal of Jefferson Elementary School, requesting 15<sup>th</sup> St. and 16<sup>th</sup> St. near Jefferson Elementary School allow parking effective August 1, 2013 as there is a projected increase in enrollment at that building for the 2013-2014 school year.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 14 - 13 - 14. By CITY CLERK. May 6, 2013.**

Submitting a communication from Alderperson Hermann proposing that the City put parking meters in the parking lot in front of the YMCA as this would generate a lot of revenue for the City.

Was referred to the Sheboygan Transit Commission.

**R. O. No. 15 - 13 - 14. By CITY CLERK. May 6, 2013.**

Submitting a communication from Kenneth Kinney requesting a waiver from the Sex Offender Residency restrictions in order to live at 3615 S. Business Dr.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 16 - 13 - 14. By CITY CLERK. May 6, 2013.**

Submitting a communication from Christopher Jolitz requesting a waiver from the Sex Offender Residency restrictions in order to live at a TLP.

Was referred to the Committee on Public Protection and Safety.

**R. O. No. 17 - 13 - 14. By CITY CLERK. May 6, 2013.**

Submitting a communication from Steven Perkins requesting a waiver from the Sex Offender Residency restrictions in order to live at 322 Superior Ave.

Was referred to the Committee on Public Protection and Safety.

**RESOLUTIONS INTRODUCED**

**\*Res. No. 2 - 13 - 14. By Alderperson Versey. May 6, 2013.**

A RESOLUTION directing a public hearing to be held in connection with change in the text of the City's Official Zoning Ordinance to change various sections so as to provide for regulation of Donation Drop-Off boxes.

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

**NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE TEXT OF THE SHEBOYGAN ZONING ORDINANCE**

Notice is hereby given that a public hearing will be held at 7:00 P.M., June 3, 2013, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the text of the City of Sheboygan's Official Zoning Ordinance. The purpose of the amendment in the text of the Zoning Ordinance is to change various sections so as to provide for regulation of Donation Drop-Off boxes.

**Res. No. 3 - 13 - 14. By Alderperson Hammond. May 6, 2013.**

A RESOLUTION authorizing entering into an agreement with the Sigma Group to conduct engineered cap and seawall inspection activities for the South Pier District and waiving the competitive bid process.

Was referred to the Committee on Finance.

**Res. No. 4 - 13 - 14. By Alderperson Hammond. May 6, 2013.**

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

Was referred to the Committee on Finance.

**Res. No. 5 - 13 - 14. By Alderperson Hammond. May 6, 2013.**

A RESOLUTION authorizing the Purchasing Agent and/or appropriate City Officials to enter into a contract for Biosolids Dewatering and Drying Improvements for the City of Sheboygan Regional Wastewater Treatment Facility.

Was referred to the Committee on Finance and to the Committee on Public Works.

**Res. No. 6 - 13 - 14. Alderperson Heidemann. May 6, 2013.**

A RESOLUTION authorizing the appropriate City Officials to enter into contract for construction management and oversight for the Sheboygan River, Area of Concern (AOC) habitat restoration improvement projects for Esslingen Park, Wildwood Island, and the river bank adjacent to Kiwanis Park and to waive the competitive bidding requirement for the contract. All services will be conducted between April, 2013 and December, 2015.

Was referred to the Committee on Public Works.

**Res. No. 7- 13 - 14. By Alderperson Heidemann. May 6, 2013.**

A RESOLUTION authorizing the appropriate City officials to execute the Campmarina Maintenance Agreement.

Was referred to the Committee on Public Works.

**Res. No. 8 - 13 - 14. By Alderperson Donohue. May 6, 2013.**

A RESOLUTION amending the City of Sheboygan Compensation Program for Non-Represented Employees so as to change the date for annual performance reviews in certain circumstances and to add the Merit Adjustment Form.

Was referred to the Committee on Salaries and Grievances.

**REPORTS OF COMMITTEES**

**R. C. No. 01 - 13 - 14. By LAW AND LICENSING. May 6, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 336-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted with the caveat that AI & AI's change of premise will be granted contingent upon the issuance of a Street Festival Permit and a specific vote of the Common Council granting the right to use City right-of-way for alcohol is taken:

**CHANGE OF PREMISE**

<u>No.</u>	<u>Name</u>	<u>Address</u>
1005	AI & AI's	1502 S. 12 <sup>th</sup> St. – two-day event to be held 10/4/13 to 10/5/13 to include Clara Ave. from 12 <sup>th</sup> St. intersection, West 90' and South 75' to include intersection.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

On motion by Alderperson VanderWeele and Alderperson Matichek, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey 11 13.  
Nays: None.

**\*R. C. No. 2 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. May 6, 2013.**

Your Committee to whom was referred R. O. No. 338-12-13 by the City Clerk submitting a communication from Jason LaGow requesting that the deaf child area signs at his old home on the 1300 block of Union Ave. be moved to his new home at 2501 N. 6<sup>th</sup> St. in order to help his special needs child; recommends that the document be accepted and placed on file and to direct the proper officials to draft the appropriate ordinance.

**\*R. C. No. 3 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. May 6, 2013.**

Your Committee to whom was referred R. O. No. 339-12-13 by Building Inspection Department submitting the Building Inspection Department's report for March 2013; recommends that the document be accepted and placed on file.

**R. C. No. 4 - 13 - 14. By LAW AND LICENSING. May 6, 2013.**

Your Committee to whom was referred R. C. No. 479-13-13 and R. O. No. 303-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9900 be denied based on her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity and her failure to cooperate with the Committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey 11 13.  
Nays: None.

**R. C. No. 5 - 13 - 14. By LAW AND LICENSING. May 6, 2013.**

Your Committee to whom was referred, pursuant to R. C. No. 479-13-13 and R. O. No. 303-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #5729 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity and her failure to cooperate with the Committee.

Was re-referred to the Committee on Law and Licensing.

**\*R. C. No. 6 - 13 - 14. By LAW AND LICENSING. May 6, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 336-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Brennan's	1101 Michigan Ave. – a two-day event to be Held 5/11/13 – 5/12/13 to include current Premise description and also parking lot west and south of the building.
1890	Suscha's Bar	1054 Pennsylvania Ave. – one-day event to be held 6/8/13 & 7/13/13 to include current premise and to add the parking lot on the north & east side of the building.
1420	VFW Post #9156	552 S. Evans St. – one-day event to be held 6/22/13 to include current premise description and also the north, east & south side of building.

SIDEWALK CAFÉ LICENSE (April 14, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2487	Frankies Pub & Grill	2218 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
7446	Anderson, Peggy J.
9931	Baines, Aaron B.
7221	Bremer, Brittany A.

9920 Brickson, Stephan J.  
9923 Guild, Tyler S.  
9873 Gutke, Madeleine E.  
1497 Heucke, Gary  
9928 Meinnert, Nathan J.  
7754 Pfeifer, Nicole L.  
9921 Rhodes, Nicole A.  
2045 Roe, Wendy C.  
8714 Sneen, Jasmine S.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No. Name  
9934 Reindl, Marlene I.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

**\*R. C. No. 7 - 13 - 14. By LAW AND LICENSING. May 6, 2013.**

Your Committee to whom was referred, pursuant to R. C. No. 478-13-14 and R. O. No. 277-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following license be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No. Name  
9915 Riemer, Donald G.  
7934 Schroeter, Eric S.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No. Name  
**LICENSE APPLICATION WITHDRAWN - FILE**

9910 Kairys, Brian E.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

**\*R. C. No. 8 - 13 - 14. By PUBLIC WORKS. May 6, 2013.**

Your Committee to whom was referred the following:

1. R. O. No. 342-12-13 by the Purchasing Agent submitting a report relative to the City entering into agreement for the provision of root control measures in approximately 23,159 Lineal feet of sewer line in the City of Sheboygan; and
2. Res. No. 185-12-13 by Alderperson Heidemann authorizing entering into contract for the annual root control program for the control of tree roots in the City's sewer network;

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

**\*R. C. No. 9 - 13 - 14. By PUBLIC WORKS. May 6, 2013.**

Your Committee to whom was referred Res. No. 186-12-13 by Alderperson Heidemann authorizing the Department of Public Works to install a guardrail on private property contingent on getting an easement from the owner; recommends that the Resolution be passed.

**\*R. C. No. 10 - 13 - 14. By SALARIES AND GRIEVANCES. May 6, 2013.**

Your Committee to whom was referred Gen. Ord. No. 64-13-14 by Alderpersons Lessard, Carlson, Van Akkeren and Heidemann repealing and recreating Subsection 26-1008(i) of the Municipal Code relating to Clearwater compliance inspection so as to provide for a waiver of the fee under certain circumstances; recommends that the attached Substitute Ordinance be passed.

**\*R. C. No. 11 - 13 - 14. By SALARIES AND GRIEVANCES. May 6, 2013.**

Your Committee to whom was referred Gen. Ord. No. 65-12-13 by Alderperson VanderWeele amending the Municipal Code so as to delete the current Part-Time Crafts Coordinator and create the job description of Part-Time Activity Coordinator/Volunteer Manager in the Senior Activity Center; recommends that the attached Substitute Ordinance be passed.

**\*R. C. No. 12 - 13 - 14. By SALARIES AND GRIEVANCES. May 6, 2013.**

Your Committee to whom was referred Gen. Ord. No. 66-12-13 by Alderperson VanderWeele creating Section 2-415 of the Municipal Code relating to the position of director of information technology; recommends that the Ordinance be passed.

**R. C. No. 13 - 13 - 14. By PUBLIC WORKS. May 6, 2013.**

Your Committee to whom was referred R. O. No. 341-12-13 by the City Clerk submitting a communication from Alderperson Matichek stating that he had a citizen request a street light to be installed on a wooden pole off the alley at 513 S. 14<sup>th</sup> St. for safety reasons; recommends that the document be referred to Public Protection and Safety.

Was referred to the Committee on Public Protection and Safety.

**RESOLUTIONS ON SECOND READING**

**\*Res. No. 182 - 12 - 13. By Alderperson Hammond. April 16, 2013.**

**A RESOLUTION** authorizing the appropriate City officials to execute the First Amendment to Lease Agreement between the City of Sheboygan and Nemschoff Chairs, Inc. to include additional City-owned land.

**RESOLVED:** That the Mayor and City Clerk are hereby authorized to execute the First Amendment to Lease Agreement between the City of Sheboygan and Nemschoff Chairs, Inc. in form substantially similar to the attached.

**\*Res. No. 183 - 12 - 13. By Alderperson Hammond. April 15, 2013.**

**A RESOLUTION** authorizing the purchase of 1014 and 1016 Erie Avenue for the purposes of the razing the property for new private investment in the neighborhood as part of the Neighborhood Revitalization Strategy Area activities.

**WHEREAS,** the City of Sheboygan has funds available through the Community Development Block Grant Program for revitalization efforts;

**WHEREAS,** with Gateway Neighborhood Revitalization efforts, one goal of the plan is to bring new private investment to the neighborhood. These properties will be razed and the land will be dedicated to Habitat for Humanity for new residential investment(s);

**WHEREAS,** the two properties lot size will allow for combining and a new house being constructed on it. The properties are vacant and an accepted offer of \$31,500 for 1014 Erie Avenue and \$26,500 for 1016 Erie Avenue has been received.

**RESOLVED:** That the Common Council authorizes the Mayor and City Clerk to sign all appropriate conveyance documents for 1014 and 1016 Erie Avenue to purchase the property.

**BE IT FURTHER RESOLVED:** that the Finance Director/Treasurer is hereby authorized to draw on CDBG Program funds, in payment of same.

**\*Res. No. 185 - 12 - 13. By Alderperson Heidemann. April 15, 2013.**

**A RESOLUTION** authorizing the Purchasing Agent to enter into contract for the annual root control program for the control of tree roots in the City's sewer network:

**WHEREAS:** The City of Sheboygan contracts annually for the treatment required to eliminate tree roots in the city sewer network and;

**WHEREAS:** The City has historically utilized the program offered exclusively by Duke's Root Control, Inc. and has found both the quality of the product and the workmanship to be excellent and;

**WHEREAS:** City ordinance allows for the purchasing agent to forego the need for competitive bidding when the methods or materials are offered exclusively by one vendor. Further the vendor has extensive technical knowledge of the city's sewer network gained from years of experience and;

**WHEREAS:** The quotation provided includes a very nominal increase in the cost per lineal foot from 2012.

**RESOLVED:** That the Purchasing Agent is hereby authorized to enter into contract with Duke's Root Control Inc. for the treatment of approximately 23,159 Lineal feet of sewer at an estimated cost of \$42,783.02

**BE IT FURTHER RESOLVED:** That the requirement for competitive bidding be waived due to proprietary technology and;

**BE IT FURTHER RESOLVED:** That the proper city officials are authorized to charge the expense for the work against account number 60134110-521900.

**\*Res. No. 186 - 12 - 13. By Alderperson Heidemann. April 15, 2013.**

**A RESOLUTION** authorizing the Department of Public Works to install a guardrail on private property contingent on getting an easement from the owner.

**RESOLVED:** That the Department of Public Works is hereby authorized to get an easement from the owner at 4706 Taylor Dr. for the installation of a guardrail.

**ORDINANCES ON SECOND READING**

**\*Subs of Gen. Ord. No. 64 – 12 - 13. By Alderpersons Lessard, Carlson, Van Akkeren and Heidemann. May 6, 2013.**

**AN ORDINANCE** repealing and recreating Subsection 26-1008(i) of the Municipal Code relating to clearwater compliance inspection fees so as to provide for a waiver of the fee under certain circumstances.

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

Section 1. Subsection (i) of Section 26-1008 of the Sheboygan Municipal Code is hereby repealed and recreated to read as follows:

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

- (i) *Clearwater Compliance Inspection Fees.* The fee for each inspection pursuant to this section shall be \$40.00, except as follows:
  - (1) There shall be no fee for a re-inspection after an initial inspection if the inspector conducting said re-inspection determines that the property is in full compliance with the provisions of section 26-1002.
  - (2) The inspection fee shall be waived if all of the following circumstances apply to the inspection:
    - a. The inspection is triggered by a pending conveyance of residential real estate due to death, marriage or divorce;
    - b. A clearwater compliance certificate has previously been issued for the property; and
    - c. The requester, owner, agent or authorized representative is present at the first scheduled inspection appointment such that the inspector is able to gain access and conduct the clearwater inspection of the premises at the scheduled time."

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.

**\*Subs. of Gen. Ord. No. 65 – 12 – 13. By Alderperson VanderWeele. May 6, 2013.**

**AN ORDINANCE** amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to delete the current Part-Time Crafts Coordinator and create the job description of Part-Time Activity Coordinator/Volunteer Manager in the Senior Activity Center for the City of Sheboygan.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section 10. Senior Activity Center as follows:

- A. CITY HALL DEPARTMENTS
- 10. SENIOR ACTIVITY CENTER

**DELETE:**

	Job Code	Class Grade	NO. of Employees
Part-Time Crafts Coordinator	B01180A	2	1.0

**ADD:**

Part-Time Activity Coordinator/ Volunteer Manager	2	1.0	
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Section 2. The new job description for the Part-Time Activity Coordinator/Volunteer Manager is attached, and copies of which shall be on file in the offices of the City Clerk, City Finance Manager/Treasurer and Human Resources Department.

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

**\*Gen. Ord. No. 66 - 12 - 13. By Alderperson VanderWeele. April 15, 2013.**

**AN ORDINANCE** creating Section 2-415 of the Municipal Code relating to the position of director of information technology.

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

Section 1. Section 2-415 of the Sheboygan Municipal Code is hereby created to read as follows:

*"Sec. 2-415. Director.*

- (a) The position of director of information technology is hereby established for the city service.
- (b) Appointment. The director of information technology ("IT") shall be appointed by the common council based on the recommendation of the chief administrative officer and the mayor. The appointment shall

**May 6, 2013**

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. The director of information technology shall have the duties and shall have the authority and powers prescribed by the common council.
- (d) Qualifications. The director of information technology shall have the qualifications prescribed by the common council."

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.

#### **ORDINANCES INTRODUCED**

**Gen. Ord. No. 1 – 13 – 14. By Alderperson Versey. May 6, 2013.**

**AN ORDINANCE** amending various sections of the City of Sheboygan Zoning Ordinance so as to provide for regulation of Donation Drop-off boxes.

Was referred to the City Plan Commission.

**Gen. Ord. No. 2 - 13 - 14. By Alderperson Van Der Weele. May 6, 2013.**

**AN ORDINANCE** amending subsection (c) of Section 130-58 of the City of Sheboygan Municipal Code so as to update the fee for taxicab.

Was referred to the Committee on Law and Licensing.

**Gen. Ord. No. 3 – 13 - 14. By Alderperson Donohue. May 6, 2013.**

**AN ORDINANCE** amending Subsection 3 of Subs. of Subs. of Subs. of Gen. Ord. No. 40-11-12 relating to health insurance and Wisconsin Retirement System contribution rates for the office of Mayor.

Was referred to the Committee on Salaries and Grievances.

**Gen. Ord. No. 4 – 13 – 14. By Alderperson Donohue. May 6, 2013.**

**AN ORDINANCE** amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add a position to the Police Department Table of Organization.

Was referred to the Committee on Salaries and Grievances.

**Gen. Ord. No. 5 – 13 - 14. By Alderpersons Lewandoske and Thiel. May 6, 2013.**

**AN ORDINANCE** annexing territory to the City of Sheboygan, Wisconsin.

Lies over under the rules.

**A MOTION TO CONVENE IN CLOSED SESSION** was made by Alderperson Hammond and second by Alderperson Carlson under exemption in Sec. 19.85(1)(e), Wis. Stats., for the purpose of deliberating the possible lease of City-owned property where competitive and bargaining reasons require a closed session.

There being no further business, on motion by Alderperson Hammond and second by Alderperson Carlson, the meeting was then adjourned on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Thiel, VanderWeele, Versey 11 13.

Nays: None.

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Mayor

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City Clerk

1) 1.1 May 6, 2013 ROLL CALL

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weel	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
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		13	0	0

2) 1.3 APPROVAL OF MINUTES

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weel	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
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		13	0	0

3) 1.4 RESIGNATIONS

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		

Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weck	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
		<b>13</b>	<b>0</b>	<b>0</b>

**4) Consent Agenda 2.1 thru 2.18**

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weck	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
		<b>13</b>	<b>0</b>	<b>0</b>

**5) 6.1 REPORTS OF COMMITTEE Motion to accept and adopt**

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		

Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weel	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
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		13	0	0

**6) 6.3 REPORTS OF COMMITTEE Motion to accept and adopt**

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weel	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
		<hr/>		
		13	0	0

**7) 6.4 REPORTS OF COMMITTEE Motion to accept and adopt – refer back**

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		

Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weel	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
		<hr/>		
		13	0	0

**8) 9.1 MOTION TO CONVENE IN CLOSED SESSION**

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin	1		
Van Akkeren	David			
Vander Weel	Jodi	1		
Versey	Scott	1		
Hermann	Mark	1		
		<hr/>		
		13	0	0

**9) 11.1 MOTION TO ADJOURN**

<u>Last Name</u>	<u>First Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Belanger	John	1		
Bohren	Jim	1		
Carlson	Darryl	1		
Dekker	Jeremy			
Donohue	Mary Lynne	1		
Hammond	Don	1		
Heidemann	Joseph	1		
Thiel	Bill	1		
Lessard	Susan	1		
Lewandoske	Scott	1		
Matichek	Kevin			1

Van Akkeren David  
Vander Week Jodi  
Versey Scott  
Hermann Mark

1  
1  
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12      0      1