

*****ATTACHMENTS*****

II

R. O. No. _____ - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting the tax levy report that supports the 2020-21 budget for the Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2020 fully certified values furnished by the Wisconsin Department of Revenue.

CITY CLERK



Lakeshore Technical College
Tax Levy Certification
2020-2021 Fiscal Year

Municipal Clerk: Meredith Debruin

Municipality: City of Sheboygan

County: Sheboygan

	Entire Technical College District	Portion of Technical College District within Municipality
1. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	\$16,542,679,632	\$3,074,483,600
2. Percentage of Entire Technical College District	100%	18.5852%
3. Total Levy	\$12,837,854	\$2,385,935.81

CERTIFICATION

I HEREBY CERTIFY the amount shown on **Line 3, column 2**, above, to be assessed against the taxable property of that portion of the Technical College District lying within the municipality, as required by s.38.16(1). Annually, by October 31, or within 10 days after receipt of the equalized valuations from the department of revenue, whichever is later, the district board may levy a tax on the full value of the taxable property of the district for the purposes of making capital improvements, acquiring equipment, operating and maintaining the schools of the district, and paying principal and interest on valid bonds or notes now or hereafter outstanding as provided in s.67.035. The district board secretary shall file with the clerk of each city, village, or town, any part of which is located in the district, a certified statement showing the amount of the levy and the proportionate amount of the tax to be spread upon the tax rolls for collection in each city, village, or town. Such proportion shall be ascertained on the basis of the ratio of full value of the taxable property of that part of the city, village, or town location in the district, as certified to the district board secretary by the department of revenue. Upon receipt of the certified statement from the district board secretary, the clerk of each city, village, or town shall spread the amounts thereof upon the tax rolls for collection. When the taxes are collected, such amounts shall be paid by the treasurer of each city, village, or town to the district board treasurer.

As the Board Secretary of the Technical College District of the State of Wisconsin listed here, I do hereby certify the amount shown on Line 3, column 1, above, was voted on and authorized at the District Board meeting held on the 21st day of October, 2020.

Technical College District Name:

Lakeshore Technical College

Technical College District Board Secretary:


Don Pohlman

Lakeshore Technical College
2020-21

		(TID Out) Equalized Valuations	Percent of Total	General	Special Revenue	Operating Total	Debt Service	Total
Calumet County								
08 012	T NEW HOLSTEIN	33,439,015	0.002021	12,544.38	2,522.68	15,067.06	10,883.10	25,950.16
Calumet County Total		33,439,015	0.002021	12,544.38	2,522.68	15,067.06	10,883.10	25,950.16
Manitowoc County								
36 002	T CATO	165,347,600	0.009995	62,028.83	12,474.03	74,502.86	53,814.22	128,317.08
36 004	T CENTERVILLE	79,765,100	0.004822	29,923.24	6,017.58	35,940.82	25,960.44	61,901.26
36 006	T COOPERSTOWN	8,861,718	0.000536	3,324.40	668.54	3,992.94	2,884.15	6,877.09
36 008	T EATON	87,261,270	0.005275	32,735.37	6,583.10	39,318.47	28,400.15	67,718.62
36 010	T FRANKLIN	126,168,300	0.007627	47,331.03	9,518.29	56,849.32	41,062.88	97,912.20
36 012	T GIBSON	118,583,463	0.007168	44,485.64	8,946.08	53,431.72	38,594.31	92,026.03
36 014	T KOSSUTH	190,921,200	0.011541	71,622.56	14,403.33	86,025.89	62,137.44	148,163.33
36 016	T LIBERTY	158,267,300	0.009567	59,372.71	11,939.88	71,312.59	51,509.86	122,822.45
36 018	T MANITOWOC	101,735,700	0.006150	38,165.33	7,675.07	45,840.40	33,111.02	78,951.42
36 020	T MANITOWOC RAPIDS	233,489,800	0.014114	87,591.83	17,614.76	105,206.59	75,991.86	181,198.45
36 022	T MAPLE GROVE	57,832,931	0.003496	21,695.56	4,362.99	26,058.55	18,822.37	44,880.92
36 024	T MEEME	104,969,700	0.008522	52,883.66	10,634.93	63,518.59	45,880.16	109,398.75
36 026	T MISHICOT	140,359,000	0.006308	39,149.44	7,872.97	47,022.41	33,987.81	80,987.22
36 028	T NEWTON	265,003,000	0.016019	99,413.76	19,992.15	119,405.91	86,248.19	205,654.10
36 030	T ROCKLAND	70,274,717	0.004248	26,363.00	5,301.61	31,664.61	22,871.69	54,536.30
36 032	T SCHLESWIG	252,286,800	0.015251	94,643.38	19,032.82	113,676.20	82,109.56	195,785.76
36 034	T TWO CREEKS	45,804,500	0.002769	17,183.19	3,455.55	20,638.74	14,907.59	35,546.33
36 036	T TWO RIVERS	166,536,000	0.010067	62,474.65	12,563.68	75,038.33	54,201.00	129,239.33
36 112	V CLEVELAND	106,443,500	0.006434	39,931.43	8,030.23	47,961.66	34,643.22	82,604.88
36 126	V FRANCIS CREEK	43,724,100	0.002643	16,402.75	3,298.60	19,701.35	14,230.49	33,931.84
36 132	V KELLNERSVILLE	14,612,200	0.000883	5,481.65	1,102.36	6,584.01	4,755.71	11,339.72
36 151	V MISHICOT	87,853,300	0.005311	32,957.46	6,627.76	39,585.22	28,592.84	68,178.06
36 176	V REEDSVILLE	51,913,000	0.003138	19,474.75	3,916.38	23,391.13	16,895.66	40,286.79
36 181	V SAINT NAZIANZ	40,526,500	0.002450	15,203.19	3,057.37	18,260.56	13,189.80	31,450.36
36 186	V VALDERS	58,679,500	0.003547	22,013.15	4,426.85	26,440.00	19,097.90	45,537.90
36 191	V WHITELAW	40,378,000	0.002441	15,147.48	3,046.17	18,193.65	13,141.47	31,335.12
36 241	C KIEL	296,256,400	0.017909	111,138.22	22,349.95	133,488.17	96,419.95	229,908.12
36 251	C MANITOWOC	2,055,064,100	0.124228	770,940.87	155,036.55	925,977.42	668,843.58	1,594,821.00
36 286	C TWO RIVERS	517,780,400	0.031300	194,241.18	39,061.99	233,303.17	168,517.41	401,820.58
Manitowoc County Total		5,686,699,099	0.343759	2,133,319.71	429,011.57	2,562,331.28	1,850,799.73	4,413,131.01
Ozaukee County								
45 002	T BELGIUM	169,928,367	0.010272	63,747.27	12,819.60	76,566.87	55,305.09	131,871.96
45 006	T FREDONIA	136,319,199	0.008240	51,139.06	10,284.09	61,423.15	44,366.60	105,789.75
45 106	V BELGIUM	174,805,300	0.010567	65,576.81	13,187.53	78,764.34	56,892.34	135,656.68
Ozaukee County Total		481,052,866	0.029080	180,463.14	36,291.22	216,754.36	156,564.03	373,318.39
Sheboygan County								
59 002	T GREENBUSH	162,453,357	0.009820	60,943.08	12,255.68	73,198.76	52,872.26	126,071.02
59 004	T HERMAN	156,687,200	0.009472	58,779.95	11,820.67	70,600.62	50,995.61	121,596.23
59 006	T HOLLAND	360,575,100	0.021797	135,266.87	27,202.23	162,469.10	117,353.19	279,822.29
59 008	T LIMA	259,086,300	0.015662	97,194.15	19,545.79	116,739.94	84,322.53	201,062.47
59 010	T LYNDON	190,069,800	0.011490	71,303.17	14,339.10	85,642.27	61,860.34	147,502.61
59 012	T MITCHELL	130,708,600	0.007901	49,034.29	9,860.82	58,895.11	42,540.57	101,435.68
59 014	T MOSEL	144,816,100	0.008754	54,326.60	10,925.10	65,251.70	47,132.02	112,383.72
59 016	T PLYMOUTH	386,141,900	0.023342	144,858.05	29,131.02	173,989.07	125,674.19	299,663.26
59 018	T RHINE	403,353,400	0.024383	151,314.80	30,429.47	181,744.27	131,275.88	313,020.15
59 020	T RUSSELL	31,629,895	0.001912	11,865.70	2,386.20	14,251.90	10,294.30	24,546.20
59 022	T SCOTT	171,537,200	0.010369	64,350.81	12,940.98	77,291.79	55,828.70	133,120.49
59 024	T SHEBOYGAN	860,652,700	0.052026	322,866.98	64,928.69	387,795.67	280,109.04	667,904.71
59 026	T SHEBOYGAN FALLS	248,660,900	0.015031	93,283.15	18,759.28	112,042.43	80,929.47	192,971.90
59 028	T SHERMAN	159,713,900	0.009655	59,915.39	12,049.01	71,964.40	51,980.68	123,945.08
59 030	T WILSON	472,897,500	0.028587	177,403.72	35,675.97	213,079.69	153,909.77	366,989.46
59 101	V ADELL	39,391,100	0.002381	14,777.26	2,971.71	17,748.97	12,820.27	30,569.24
59 111	V CASCADE	42,793,000	0.002587	16,053.45	3,228.36	19,281.81	13,927.46	33,209.27
59 112	V CEDAR GROVE	159,637,700	0.009650	59,886.81	12,043.26	71,930.07	51,955.87	123,885.94
59 121	V ELKHART LAKE	329,301,700	0.019906	123,534.90	24,842.92	148,377.82	107,174.92	255,552.74
59 131	V GLENBEULAH	33,588,000	0.002030	12,600.27	2,533.92	15,134.19	10,931.59	26,065.78
59 135	V HOWARDS GROVE	271,083,300	0.016387	101,694.73	20,450.86	122,145.59	88,227.09	210,372.68
59 141	V KOHLER	483,363,600	0.029219	181,329.99	36,465.54	217,795.53	157,316.09	375,111.62
59 165	V OOSTBURG	215,002,100	0.012997	80,656.32	16,220.02	96,876.34	69,974.84	166,851.18
59 176	V RANDOM LAKE	161,147,000	0.009741	60,453.01	12,157.13	72,610.14	52,447.09	125,057.23
59 191	V WALDO	35,425,100	0.002141	13,289.44	2,672.51	15,961.95	11,529.50	27,491.45
59 271	C PLYMOUTH	700,971,700	0.042374	262,963.93	52,882.16	315,846.09	228,139.08	543,985.17
59 281	C SHEBOYGAN	3,074,483,600	0.185852	1,153,367.94	231,942.81	1,385,310.75	1,000,625.06	2,385,935.81
59 282	C SHEBOYGAN FALLS	656,316,900	0.039674	246,212.04	49,513.35	295,725.39	213,605.67	509,331.06
Sheboygan County Total		10,341,488,652	0.625140	3,879,526.80	780,174.56	4,659,701.36	3,365,753.08	8,025,454.44
Total		16,542,679,632	1.000000	6,205,854.03	1,248,000.03	7,453,854.06	5,383,999.94	12,837,854.00

II

R. O. No. _____ - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting the Tax Levy Certification for the 2020-2021 School Year from the Kohler School District.

Consent

CITY CLERK



Wisconsin Department of Public Instruction

PI-1508 TAX LEVY CERTIFICATION

ss. 24.71, 120.17 (8)

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

2020-2021 School Year

1. Municipal Clerk: MEREDITH DEBRUIN
828 CENTER AVE
SHEBOYGAN, WI 53081-4442
2. Municipality: City of Sheboygan
3. County: Sheboygan County

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

Table with 3 columns: Description, Entire School District, Portion of School District Lying Within Municipality. Rows include Equalized Valuation (TID Out) Tax Apportionment, Percent of Entire School District, and Total Levy.

CERTIFICATION

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

Notary Public section containing a seal, signature of School District Clerk (Zachary Pethan), signature of Notary Public, and dates (10/26/2020 and 29 May 2021).

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

Mail tax settlement to: District Administrator
Kohler School District
333 Upper Rd
Kohler, WI 53044-1545

II

R. O. No. _____ - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting various license applications.

City Clerk

Temporary Class B Wine License

<u>No.</u>	<u>Name</u>	<u>Address</u>
3466	HSHS St. Nicholas Foundation	3100 Superior Avenue - Three day event to be held 12/02/20-12/04/20 in the administration wing, first floor office, conference room, outdoor parking lot.



R. O. No. - 20 - 21. By BOARD OF WATER COMMISSIONERS. November 2, 2020.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the third quarter of 2020.

The water pumpage increased 0.22% from the same period in 2019. 1,243,023,000 gallons were pumped in the third quarter 2020, compared to 1,240,316,000 in 2019.

Year to date Operating Revenue at the end of the third quarter 2020 decreased by \$433,717 compared to year to date 2019. The net income for the Utility, as of the end of September, 2020 is \$881,032. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the third quarter of 2020:

Number of feet of 4 inch water main installed	8.3
Number of feet of 6 inch hydrant lead installed	178.31
Number of feet of 6 inch water main installed	165.0
Number of feet of 8 inch water main installed	975.5
Number of feet of 10 inch water main installed	0.0
Number of feet of 12 inch water main installed	4522.9
Number of feet of 16 inch water main installed	44.0
Number of feet of 20 inch water main installed	0.0
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	4847.0
Number of water main breaks repaired	5
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	28
Number of water main valves installed, repaired, removed, or replaced	104
Number of water service connections installed	6

Details are shown on the attached spreadsheets.

Other Utility Business:

The Georgia Avenue standpipe was drained for the first time in about 25 years. A painting contractor then began stripping and painting both the exterior and interior of the tank.

Work continued on the raw water improvements project and preliminary design was completed. The Utility continues to explore funding options

including FEMA BRIC.

A customer service software upgrade was made that allows service technicians to receive work orders electronically in the field.

The Utility construction maintenance crew made significant repairs to the armor rock shoreline protection, nearly doubling the volume of armor rock which had been impacted by recent high water and wave action.

The Public Service Commission of Wisconsin approved the Sheboygan Water Utility's Lead Service Line Replacement Program, providing for a combination of grants and 0% interest loans to help property owners replace their lead and galvanized service lines in the City of Sheboygan.

BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Mark J. Smith, Secretary



Thomas E. Howe, Member

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



Sheboygan Water Utility
Sheboygan, Wisconsin
Income Statement - September 30, 2020

<u>Account #</u>	<u>Utility Operating Income</u>	1-Jan-20 to 30-Sep-20	1-Jan-19 to 30-Sep-19	Increase or (Decrease)
400	Sales Revenue	5,872,525	6,345,125	(472,601)
474	Other Water Revenue	77,644	38,760	38,884
	Total Operating Revenue	5,950,168	6,383,885	(433,717)
401	Operating Expenses	2,391,149	2,450,300	(59,151)
402	Maintenance Expenses	433,832	456,809	(22,976)
403	Depreciation Expenses	1,155,848	1,059,996	95,851
402	Taxes	893,039	897,059	(4,019)
	Total Operating Expenses	4,873,869	4,864,163	9,706
	Utility Operating Income	1,076,300	1,519,723	(443,423)
	<u>Other Income & Expense</u>			
415	Non-operating Grant Revenue	35,450	82,627	(47,177)
416	Non-operating Grant Expense	(35,450)	(82,627)	47,177
419	Interest Earned on Investments	39,230	56,765	(17,534)
421	Contributions	-	-	0
425	Misc Amortization	18,850	18,850	0
427	Bond Interest Expense	(244,527)	(237,949)	(6,578)
428	Other Expense	(34,475)	-	(34,475)
429	Bond Premium	25,653	24,654	999
	Net Income	881,032	1,382,043	(501,011)



Sheboygan Water Utility
Quarterly Financial Statement September 30, 2020
Balance Sheet Including Net Income

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	72,587,994	
107 Construction Work in Progress	2,478,560	
111 Accumulated Provision for Depreciation of Utility Plant		24,293,544
125 Bond Redemption Fund	706,627	
129 Appropriated Funds Invested for Plant Expansion & Payables	496,260	
126 Depreciation Fund		
128 Other Special Funds - Net Pension Asset		
128 Other Special Funds - Health Ins		
130 Other Special Funds - Deferred Outflow Pension	1,262,190	
135 Working Funds	750	
136 Temporary Cash Investments	9,082,760	
142 Customer Accounts Recievable	1,066,875	
143 Grant Receivable & Other Accounts Receivable	73,739	
145 Receivables from Municipality	278,110	
154 Materials and Supplies	339,525	
163 Stores Expense		
165 Prepayments	31,441	
171 Interest and Dividends Receivable		
181 Misc Deferred Debits		
184 Transportation Expense		
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		44,668,496
221 Long Term Debt Bonds		13,524,996
223 Advances from Municipality		152,173
232 Accounts Payable		
235 Customer Deposits		100
236 Taxes Accrued		870,364
237 Interest Payable on Bonds		136,651
242 Misc. Current & Accrued Liab		9,212
251 Bond Premium		229,930
253 Misc Deferred Credits		81,638
263 Other Special Funds Employee Pensions		
265 Accrued Employee Benefits		536,872
425 Amoritization of Pre 2003 Depreciation		
280 Net Pension Liability		727,715
285 Deferred Inflow - Pension		651,408
Utility Net Income		881,032
	<u>88,404,831</u>	<u>88,404,831</u>

Distribution System -- Distribution System -- 3rd Quarter --July, August, & September, 2020

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

Location	Installed	Size	By	Type
Geele Ave and N. 22nd St (SW)	7/1/2020	12" MJ	Dorner Inc.	G (vert)
Geele Ave. at Calumet Dr. (W)	7/6/2020	12" MJxFL	Dorner Inc.	G (vert)
Garden Ct. at Calumet Dr. (W)	7/7/2020	8" MJ	ute.	G (vert)
S. 11th St and Maryland Ave (S)	7/7/2020	12" MJ	Vinton	G (vert)
S. 11th St --100' S of Maryland Ave (W)	7/8/2020	6" MJ	Vinton	G (vert)
S. 11th St at Illinois Ave (S)	7/10/2020	8" MJ	Vinton	G (vert)
S. 11th at Illinois Ave (SW)	7/10/2020	6" MJ	Vinton	G (vert)
Geele Ave and N. 22nd St (N)	7/16/2020	8" MJ	Dorner Inc.	G (vert)
Illinois Ave at S. 11th St (E)	7/16/2020	12" MJ	Vinton	G (vert)
Illinois Ave at S. 11th St (E)	7/16/2020	12" MJ	Vinton	G (vert)
N. 22nd St and Geele Ave (N)	7/16/2020	8" MJ	Dorner Inc.	G (vert)
S. 11th St --300' S of Illinois Ave	7/17/2020	6" MJ	Vinton	G (vert)
Geele Ave and N. 21st St (E)	7/21/2020	12" MJ	Dorner Inc.	G (vert)
Geele Ave and N. 21st St (SE)	7/22/2020	8" MJ	Dorner Inc.	G (vert)
N. 20th St and Geele Ave (N)	7/23/2020	8" MJ	Dorner Inc.	G (vert)
Geele Ave and N. 20th St (E)	7/27/2020	6" MJ	Dorner Inc.	G (vert)
Geele Ave and N. 20th St (E)	7/27/2020	12" MJ	Dorner Inc.	G (vert)
Geele Ave and N. 19th St (E)	7/28/2020	12" MJ	Dorner Inc.	G (vert)
Geele Ave and Kohls Ct (E)	7/30/2020	12" MJ	Dorner Inc.	G (vert)
Geele Ave and Kohls Ct (E)	7/30/2020	6" MJ	Dorner Inc.	G (vert)
N. 31st St and Superior Ave	7/30/2020	6" MJ	ute.	G (vert)
Illinois Ave and S. 12th St (E)	7/31/2020	12" MJ	Vinton	G (vert)
Illinois Ave and S. 12th St (SE)	7/31/2020	6" MJ	Dorner Inc.	G (vert)
Illinois Ave and S. Commerce St (SW)	7/31/2020	6" MJ	Vinton	G (vert)
Geele Ave and N. 18th St (E) (South leg of N. 18th St)	8/3/2020	12" MJ	Dorner Inc.	G (vert)
Illinois Ave and S. 10th St (E)	8/3/2020	12" MJ	Vinton	G (vert)
Superior Ave at N. 31st St (E)	8/4/2020	12" MJ	ute.	G (vert)
Illinois Ave and S. 10th St (SW)	8/4/2020	6" MJ	Vinton	G (vert)
Illinois Ave and S. 10th St (W)	8/4/2020	12" MJ	Vinton	G (vert)
Illinois Ave and S. 10th St (N)	8/5/2020	12" MJ	Vinton	G (vert)
Geele Ave and N. 18th St (E) (North leg of N. 18th St)	8/6/2020	12" MJ	Dorner Inc.	G (vert)
Geele Ave and N. 18th St (N) (North leg of N. 18th St)	8/6/2020	8" MJ	Dorner Inc.	G (vert)
Geele Ave and N. 18th St (E) (North leg of N. 18th St)	8/10/2020	6" MJ	Dorner Inc.	G (vert)
N. 22nd St and Geele Ave (S)	8/20/2020	8" MJ	Dorner Inc.	G (vert)
N. 22nd St and Geele Ave (S)	8/20/2020	6" MJ	Dorner Inc.	G (vert)
Saemann Ave. at N. 21st St. (W)	8/24/2020	8" MJ	ute.	G (vert)
Saemann Ave and N. 21st St (SW)	8/26/2020	6" MJ	ute.	G (vert)
Saemann Ave. at N. 22th St. (E)	8/31/2020	8" MJ	ute.	G (vert)
N. 18th St and Geele Ave (S)	8/31/2020	8" MJ	Dorner Inc.	G (vert)
N. 19th St and Geele Ave	9/2/2020	6" MJ	Dorner Inc.	G (vert)
Saemann Ave at N. 23rd St (S)	9/10/2020	6" MJ	ute.	G (vert)
N. 22nd St and Cooper Ave (S)	9/25/2020	6" MJ	ute.	G (vert)
N. 20th St and Mead Ave	9/29/2020	6" MJ	ute.	G (vert)
S. Taylor Drive and Union Ave (SW)	9/30/2020	12" Inserta	DF Tomasini	G (vert)

Total Valves Installed = 44

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
Geele Ave. at Calumet Dr. (W)	12/31/1929	7/6/2020	TS & V
Garden Ct. at Calumet Dr. (W)	1909-1916?	7/7/2020	
Geele Ave. at N. 21st St. (W)	12/31/1929	7/16/2020	G
N. 20th St. at Geele Ave. (N)	9/8/1919	7/23/2020	G

Geelo Ave. at N. 20th St. (W)	12/31/1926	7/27/2020	G
Geelo Ave. at N. 20th St. (E)	9/30/1919	7/27/2020	G
Geelo Ave. at N. 18th St. (W)	12/31/1929	7/30/2020	G
Illinois Ave. at S. 12th St. (SE)	2/15/1985	7/31/2020	G (r/w)-Hyd-672
Illinois Ave. at S. Commerce St. (SW)	9/9/2002	7/31/2020	G (r/w)-Hyd-#
Illinois Ave. ~25' W. of c.l. S. 10th St. (W)	6/28/2006	8/4/2020	B/F-S
Illinois Ave. ~60' W. of c.l. S. 10th St. (SW)	6/29/2006	8/4/2020	G (r/w)-Hyd#
Superior Ave. at N. 31st St. (W)	9/15/1976	8/4/2020	B/F-N
N. 22nd St. at Geelo Ave. (S)	12/31/1927	8/20/2020	G
Saemann Ave. at N. 21st St. (W)	3/31/1947	8/24/2020	G
N. 18th St. at Geelo Ave. (S)	12/31/1929	8/31/2020	G
Cooper Ave. 300' E. of N. 20th St. (S)	12/31/1924	9/1/2020	
N. 23rd St. at Saemann Ave. (S)	8/1/1973	9/10/2020	G
N. 22nd St. at Cooper Ave. (S)	12/31/1928	9/25/2020	G
S. 20th St. at Mead Ave. (S)	8/19/1965	9/29/2020	

Total Valves Removed = 19

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned
S. 11th St. at Illinois Ave. (N)	1917-1935?	7/7/2020
S. 11th St. at Maryland Ave. (S)	4/0/1920	7/7/2020
S. 11th St. at Maryland Ave. (N)	4/0/1920	7/10/2020
Illinois Ave. at S. 11th St. (E)	11/19/1946	7/16/2020
Illinois Ave. at S. 11th St. (W)	12/9/1993	7/16/2020
Saemann Ave. at N. 22nd St. (E)	11/30/1952	8/31/2020
N. 19th St. ~31' S. of c.l. Geelo Ave.		9/2/2020

Total Valves Abandoned = 7

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size	Valve	Hyd Valve?

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Hyd Valve?	By
S. Commerce St and Maryland Ave (NW)	7/6/2020	7"	y	Vinton
S. 11th St ~100' S of Maryland Ave	7/8/2020	7"	y	Vinton
S. 11th St at Illinois Ave	7/10/2020		y	Vinton
S. 11th St ~300' S of Illinois Ave	7/17/2020		y	Vinton
Geelo Ave and N.21st St (SE)	7/22/2020		y	Dorner, Inc.
Geelo Ave and N.20th St (NE)	7/27/2020		y	Dorner, Inc.
Geelo Ave and Kohls Ct (NE)	7/30/2020		y	Dorner, Inc.
Superior Ave. at N. 31st St. (SW)	7/30/2020	66"	y	ute.
Illinois Ave at S. Commerce (SW)	7/31/2020		y	Vinton
Illinois Ave and S. 12th St (SE)	7/31/2020		y	Vinton
Illinois Ave and S. 10th St (SWN)	8/4/2020		y	Vinton
Geelo and N. 18th St (NW)	8/10/2020		y	Dorner, Inc.
N. 22nd St and Geelo Ave (SE)	8/20/2020		y	Dorner, Inc.
Saemann Ave and N. 21st St (SW)	8/26/2020		y	ute.
Geelo and N.19th St. (SE)	9/2/2020		y	Dorner, Inc.

Total Hydrants Installed = 15

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
Maryland Ave. at S. Commerce St. (NW)	6/23/2006	7/6/2020	y
Maryland Ave. at S. 11th St. (NW)	3/6/2002	7/8/2020	n
N. 21st St. at Geelo Ave. (SE)		7/22/2020	n

Geele Ave. at N. 20th St. (NE)		7/27/2020	n
Geele Ave. at Kobi's Ct. (NE)		7/30/2020	n
Superior Ave. at N. 31st St. (SW)	9/23/1976	7/30/2020	n
Illinois Ave. at S. 12th St. (S)	2/15/1985	7/31/2020	y
Illinois Ave. at S. Commerce Ave. (SW)	9/9/2002	7/31/2020	y
Illinois Ave. -60' W. of e.l. S. 10th St. (SW)	6/29/2006	8/4/2020	y
Geele Ave. at N. 18th St. (NE)	10/21/1999	8/10/2020	y
N. 22nd St. at Geele Ave. (SE)		8/20/2020	n
N. 19th St. at Geele Ave. (SE)	11/16/1973	9/2/2020	n
Total Hydrants Removed = 12			

Hydrants Abandoned (including water main projects and others)

Location	Installed	Tr Size	Abandoned
S. 11th St. 200' S. of Illinois Ave. (W)	11/21/1946	6" + 12" ext	n

Total Hydrants Abandoned = 1

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

Location	Installed	Maintained

Total Hydrants Maintained/Moved = 0

Water Main Breaks

Location	Date	Main Size (")
Taylor Drive -300' South of Union Ave	7/17/2020	16"
16" transmission main from GAPS. North of Blolife	9/16/2020	16"
S. 19th St and Humboldt	9/25/2020	6"
S. 20th St and Mead Ave	9/25/2020	6"
S. 20th St and Mead Ave	9/25/2020	6"

Total Water Main Breaks = 5

SUMMARY

Number of feet of 4 inch water main installed	8.3	water main
Number of feet of 6 inch hydrant lead installed	178.31	
Number of feet of 6 inch water main installed	165.0	
Number of feet of 8 inch water main installed	975.5	
Number of feet of 10 inch water main installed	0.0	
Number of feet of 12 inch water main installed	4522.9	
Number of feet of 16 inch water main installed	44.0	
Number of feet of 20 inch water main installed	0.0	
Number of feet of water main abandoned or removed	4847	
Number of water main breaks repaired	5	
Number of hydrants installed	15	hydrants
Number of hydrants removed or abandoned	13	
Number of hydrants maintained or moved	0	
Number of street valves installed	29	valves
Number of hydrant valves installed	15	
Number of street valves removed or abandoned	21	
Number of hydrant valves removed or abandoned	5	
Number of valves maintained	34	
Number of water connections installed	6	

HIGH LIFT DELIVERY QUARTERLY REPORT 2020				
I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2019	1,111,503,000	\$217,156.22	\$195.37
	2020	1,061,714,000	\$197,921.94	\$186.42
	Percent Difference	-4.48%	-8.86%	-4.58%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2019	1,132,902,000	\$192,754.83	\$170.14
	2020	893,284,000	\$159,034.60	\$178.03
	Percent Difference	-21.15%	-17.49%	4.64%
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2019	1,240,316,000	\$202,724.19	\$163.45
	2020	1,243,023,000	\$192,566.59	\$154.92
	Percent Difference	0.22%	-5.01%	-5.22%
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2019	1,040,997,000	\$204,391.07	\$196.34
	2020	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE : 2020				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2019	4,525,718,000	\$817,026.31	\$180.53
	2020	3,198,021,000	\$549,523.13	\$171.83
	Percent Difference	-29.34%	-32.74%	-4.82%
YEAR TO DATE : 2020				
		GALLONS	COST \$	
SLUDGE DISPOSAL to WWTP	2019	5,430,249	\$38,471.09	
	2020	2,754,460	\$21,068.78	
	Percent Difference	-49.28%	-45.23%	
STORM WATER CHARGES	2020	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	16,469,000	August 27, 2020	
	Minimum Pumpage Day	8,396,000	January 1, 2020	

	MG	\$	\$/MG
2019	4,525,718,000	\$817,026.31	\$180.53
2020	3,198,021,000	\$549,523.13	\$171.83

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date. Filtrate discharges from Spring/Fall sludge disposal operations are included in treatment plant sludge disposal costs. Spring/Fall basin sludge/residual solids volumes and disposal costs are contract work. Sludge disposal costs are not included in \$/MG.

IV

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. November 2, 2020.

Your Committee to whom was referred R. O. No. 47-20-21 by City Clerk submitting various license applications; recommends granting "CLASS B" Liquor License application No. 3458 (Sol & Nova LLC) contingent upon Vernon Kittler adding his list of felony convictions to the auxiliary questionnaire.

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

7.1

UPDATED

R. O. No. 47 - 20 - 21. By CITY CLERK. August 3, 2020.

Submitting various license applications for the period ending April 14, 2021, June 30, 2021, and June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3297	Blandin, Kevin L.	541 S. Pier Drive
3298	Hall, David II	606 St. Clair Avenue #309
3288	Hammes, Paul E.	N3234 Blueberry Lane, Waldo
2478	Higgins, Destin M.	1134 Logan Avenue
3299	Kelling, Elizabeth C.	2623 Enterprise Drive
1000	Kraus, Terrance J.	1636 Superior Avenue
1038	Landwehr, Amanda L.	3427 Lakeshore Road Apt. 1H
3301	Lindemann, Hope R.	528 Ontario Avenue
3303	Mason, Kathryn	414 Center Avenue
8963	Nitsch, Ralph J.	3833 S. 18 th Street
3292	Ramos, Savannah C.	16226 Lax Chapel Road, Kiel
2063	Rupple, David M.	N4442 Van Treeck Tr., Sheb. Falls
3302	Schmitt, Amanda	1507 S. 8 th Street
3290	Tipping, Clarissa J.	3430 S. 12 th Street
8969	Unhold, Franz V.	4433 S. 8 th Street
0518	Van De Loo, Cory J.	1529 N. 10 th Street
0816	Wakefield, Jeffrey M.	336 Superior Avenue
1902	Woelffer, Margo M.	85 Lincoln Avenue

CHANGE OF AGENT

Joshua Levanduski will be replacing Emily Martin effective immediately for Rewind located at 1002 Michigan Avenue.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3404	Sheboygan Scenic Bar	1635 Indiana Ave - current premises description to include north and west side of building for sidewalk café.

AKS

8.12.20
Hold # 3461
3458

Grant # 3404 (Ch. Premises +
Schwall) cont grant on
amending plan for
5 foot aisle throughout
same premises description

Grant # 2943
upon clarification
of consistency of
premises

8.26.20
Grant # 3461
Hold # 3458

9.16.20
Hold # 3458
9.30

Hold # 3458
10-15
Hold # 3458

2943 Superior Bar and Grill

2607 Superior Ave - six day
event held 8/18/20-08/23/20 to
include current premises and
outside area north parking lot
(Harley Davidson Parking).

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3461	HCM Hospitality (Bar 43 at Harbor Centre Marina)	821 Broughton Drive
3458	Sol & Nova LLC (Sol & Nova)	1133 Michigan Avenue

SIDEWALK CAFÉ LICENSE (NEW) (April 14, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3404	Sheboygan Scenic Bar	1635 Indiana Avenue

IV

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
November 2, 2020.

Your Committee to whom was referred R. O. No. 78-20-21 by City Clerk submitting a claim from Gordon Zastrow for alleged injuries from a trip on uneven pavement at 3622 S. 15th Street, Sheboygan; recommends filing the claim.

_____ 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

R. O. No. 78 - 20 - 21. By CITY CLERK. October 5, 2020.

Submitting a claim from Gordon Zastrow for alleged injuries from a trip on uneven pavement at 3622 S. 15th Street, Sheboygan.

FAP
file

CITY CLERK

DATE RECEIVED 9-21-20

RECEIVED BY MKC

CLAIM NO. 13-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

SEP 21 2020

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Gordon Zastrow
2. Home address of Claimant: 509 Wild Oak Dr. Manitowoc, WI 54220
3. Home phone number: 920-242-3254
4. Business address and phone number of Claimant: n/a

5. When did damage or injury occur? (date, time of day) 5/17/2020

6. Where did damage or injury occur? (give full description) 3022 S. 15th St
Sheboygan

7. How did damage or injury occur? (give full description) tripped over
uneven pavement on terrace section of
driveway between sidewalk + street

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

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

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

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

(a) Public property alleged to be dangerous: apron pavement between
sidewalk + street

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

insurance states City of Sheboygan is responsible
for that portion of property. Home owner's insurance
did cover \$5000 of medical expenses, but not under personal liability.

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

injury occurred requiring ER visit including stitches
+ dental repair. This included replacement of a
shattered bridge of upper front teeth.

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ 8672.35

Other: (Specify below) \$ -5000.00 payment from American Family

TOTAL \$ 3672.35

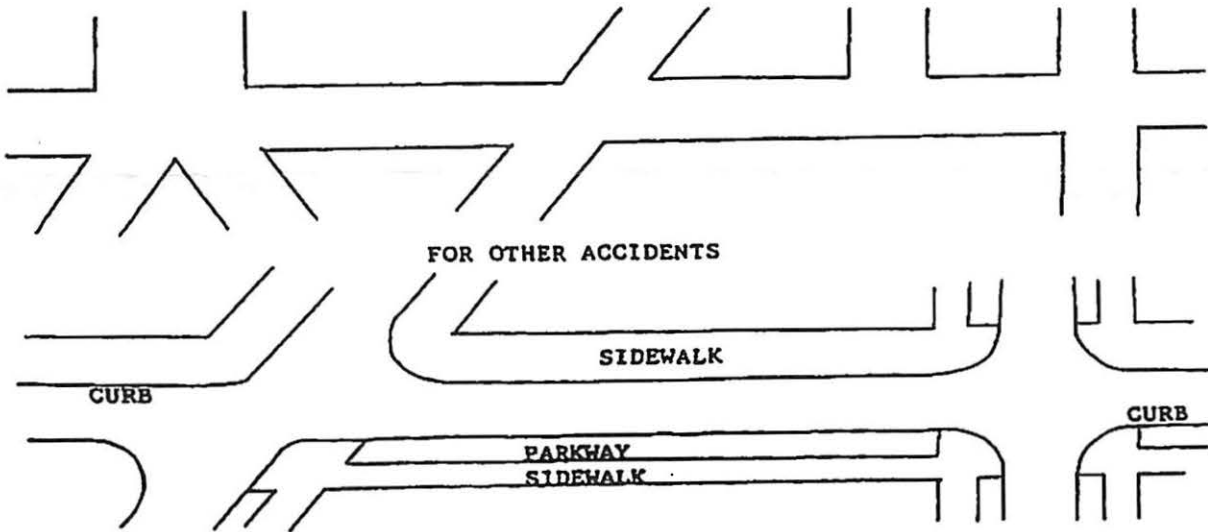
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT _____ DATE _____

DATE RECEIVED 9-21-20

RECEIVED BY MKC

CLAIM NO. 13-20

CLAIM

Claimant's Name: Gordon Zastrow III
Claimant's Address: 309 Wild Oak Dr
Manitowoc, WI 54220
Claimant's Phone No. 920-242-3254

Auto \$ _____
Property \$ _____
Personal Injury \$ 8672.35
Other (Specify below) \$ -5000.00
TOTAL \$ 3672.35

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 3672.35.

SIGNED *Gordon Zastrow III* DATE: 8/24/20
ADDRESS: _____

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



American Family Insurance Company
 6000 American Parkway
 Madison WI 53783



000290MPCL0003L002410535 CLMSCN 001
 GORDON ZASTROW
 509 WILD OAK DR
 MANITOWOC WI 54220-9047

AMERICAN FAMILY INSURANCE GROUP
 EXPLANATION OF REMITTANCE

CLAIM 01-002-395990 **NUMBER** 0002978980
TYPE Loss Cost **INVOICE** **PRODUCER** Phillip Graebner
SERVICE DATES(S) **From:** 06/05/2019 **To:** 08/05/2019

IN PAYMENT OF PAYMENT OF THE FULL MEDICAL EXPENSE COVERAGE LIMITS

PAYMENT INFORMATION DETAIL

Gordon Zastrow
 Coverage F - Medical Expense \$5,000.00

COMMENTS

C000 00010001 000290 0000



DETACH AND REFER TO THIS STUB IF CORRESPONDING ON THIS CLAIM
 IF QUESTIONS CALL 1-800-MYAMFAM

SMILE CLINIC-MANITOWOC, LLC
 1602 NORTH 18TH STREET
 Manitowoc, WI 54220
 (920)682-9131

**STATEMENT OF
 SERVICES
 RENDERED**

Friday
 May 22, 2020

ACCOUNT NAME AND ADDRESS

Gordy Zastrow
 509 Wild Oak Dr
 Manitowoc, WI 54220

ACCOUNT NUMBER

663800

PATIENT	CODE	DESCRIPTION	TH.	SURF.	AMOUNT	EST. INS
Gordy	9230	Nitrous Oxide-Analgesia			70.00	
Gordy	9215	Local Anesthesia			54.00	
Gordy	9215	Local Anesthesia			54.00	
Gordy	6752	retainer crown - porcelain fused to noble metal	06		1,245.00	585.00
Gordy	6752	retainer crown - porcelain fused to noble metal	07		1,245.00	622.50
Gordy	6242	Pontic - Porcelain/Noble Metal	08		1,245.00	424.50
Gordy	6242	Pontic - Porcelain/Noble Metal	09		1,245.00	
Gordy	6752	retainer crown - porcelain fused to noble metal	10		1,245.00	
Gordy	6752	retainer crown - porcelain fused to noble metal	11		1,245.00	
Gordy	12	Visa Card Payment			6,016.00 ^{CR}	

PREVIOUS ACCOUNT BALANCE	TODAY'S CHARGES	TODAY'S PAYMENTS	NEW ACCOUNT BALANCE	EXPECTED INSURANCE	PLEASE PAY THIS AMOUNT
153.00	7,648.00	6,016.00	1,785.00	1,785.00	0.00

Next Appt.	Day	Date	Time	Reason
Gordy	Tue	June 9, 2020	07:30a	Insert Bridge
Gordy	Mon	October 5, 2020	11:00a	Nitrous Oxide-Analgesia
Jamie	Mon	September 14, 2020	02:00p	Adult Ex, Pro

Additional Comments

Like us on FACEBOOK!

Detail of Previous Services

Thank you for choosing Aurora Health Care. Your balance is past due. Please pay the Amount Due at this time. Visit Myadvocateaurora.org to make an online payment or contact us at (800)326-2250.

Gracias por elegir Aurora Health Care. Su cuenta está vencida. Sírvase pagar el monto adeudado hasta este momento. Visite Myadvocateaurora.org para realizar un pago en línea o contáctenos al (800)326-2250.

Date of Service	Description	Charges	Payments/ Adjustments	Balance Due
Patient Name: ZASTROW,GORDON J		Provider: BAHR, JEFFREY K		
04/30/20	187767071	Location: AURORA MEDICAL GROUP TWO RIVERS		
	Balance Forward	458.00	-439.58	\$18.42
07/02/20	PATIENT PAYMENT		-18.42	
	Your Responsibility			\$0.00
Patient Name: ZASTROW,GORDON J		Location: AMCMC Emergency Services		
05/17/20	188364814			
	PHARMACY - GENERAL CLASSIFICATION	45.22		
	EMERGENCY ROOM - GENERAL CLASSIFICATION	1,155.00		
06/02/20	Blue Cross Blue Shield or Anthem Payments		-285.24	
06/02/20	Blue Cross Blue Shield or Anthem Adjustments		-180.02	
	Your Responsibility			\$734.96
Patient Name: ZASTROW,GORDON J		Provider: BORNICK, GEMMA C		
05/17/20	188364815	Location: AURORA MEDICAL CENTER MANITOWOC COUNTY - ED		
05/17/20	REPR SUPERF WND FACE 2.5CM OR LESS	748.00		
05/17/20	EMERGENCY DEPT VISIT,LEVEL IV	640.00		
06/09/20	Blue Cross Blue Shield or Anthem Payments		-675.27	
06/09/20	Blue Cross Blue Shield or Anthem Adjustments		-423.34	
	Your Responsibility			\$289.39
	Previous Services Balance Due			\$1,024.35

Detail of New Activity

Thank you for choosing Aurora Health Care. We appreciate your prompt payment for full Amount Due on this statement.

Gracias por elegir Aurora Health Care. Agradecemos su pronto pago del monto total adeudado en este estado.

Date of Service	Description	Charges	Payments/ Adjustments	Balance Due
Patient Name: ZASTROW,GORDON J		Provider: JOHNSON, REBECCA J		
06/10/20	188390620	Location: AURORA MEDICAL GROUP MANITOWOC COUNTY		
06/10/20	OFFICE/OUTPT VISIT	200.00		
06/30/20	Blue Cross Blue Shield or Anthem Payments		-97.30	
06/30/20	Blue Cross Blue Shield or Anthem Adjustments		-61.00	
	Your Responsibility			\$41.70
	New Activity Balance Due			\$41.70

Total Amount Owed to Aurora (As of this Statement)**\$1,066.05**

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
November 2, 2020.

Your Committee to whom was referred R. O. No. 83-20-21 by City Clerk submitting a Notice of Circumstances and Claim for Damages for alleged injuries Aja Buss sustained as a result of an invasion of her privacy; recommends filing the claim.

_____ 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

32

R. O. No. 83 - 20 - 21. By CITY CLERK. October 19, 2020.

Submitting a Notice of Circumstances and Claim for Damages for alleged injuries Aja Buss sustained as a result of an invasion of her privacy.

*Exp
file*

CITY CLERK

NOTICE OF CIRCUMSTANCES AND CLAIM FOR DAMAGES
Pursuant to Wis. Stats. § 893.80

TO:

Meredith DeBruin
City of Sheboygan City Clerk
Sheboygan City Hall
828 Center Ave., Suite 103
Sheboygan, WI 53081

Police Chief Christopher Domalgaski
City of Sheboygan Police Department
1315 N. 23rd Street, #101
Sheboygan, WI 53081

Detective Paul Olsen
City of Sheboygan Police Department
1315 N. 23rd Street, #101
Sheboygan, WI 53081

Jon Dolson
Sheboygan County Clerk
508 New York Ave.
Sheboygan, WI 53081-4126

Claimant: Aja Buss
c/o Hart Powell, S.C.
735 N. Water St. Suite 1212
Milwaukee, WI 53202

This document serves as a combined Notice of Injury/Circumstances and Notice of Claim for Damages pursuant to Wis. Stats. §893.80(1d)(a)&(b). Generally speaking, Claimant is putting the City of Sheboygan on notice that she has been injured and sustained substantial damages as a result of an invasion of her privacy under Wisconsin law and the United States Constitution, and as a result of the deprivation of her constitutional rights to be free from unreasonable searches and seizures. City of Sheboygan Police Department employees, including Detective Paul Olsen and other as-of-yet unidentified employees, participated in illegally seizing and searching Ms. Buss's property, including her cell phone, and the unlawful dissemination of dozens of intimate, private representations of Ms. Buss to over two dozen people. On information and belief, members of the Sheboygan County District Attorney's office, including Assistant District Attorney Adam Stuart (State employee) and currently-unidentified support staff (County employees), participated in the unlawful dissemination of the private representations. More specifically, Ms. Buss provides the following:

HART POWELL, SC
ATTORNEYS AT LAW
735 NORTH WATER STREET
SUITE 1212
MILWAUKEE, WI 53202
(414) 271-9595

CIRCUMSTANCES OF THE CLAIM

1. On September 3, 2019, City of Sheboygan Police officer Paul Olsen and Wisconsin DCI agent Dennis Carroll appeared at the home of Aja Buss's parents in Sheboygan County, asking to speak with Ms. Buss. They said that Ms. Buss was under federal investigation and wanted to give her an opportunity to cooperate and speak with them to avoid being arrested and prosecuted. Ms. Buss was not present at the time, but did speak with Carroll and Olsen by phone about meeting with them after they approached her parents. Ms. Buss asked Olson and Carroll if she could bring a lawyer. Agent Carroll did not directly answer Ms. Buss's question. Instead, Carroll implied she would be arrested and charged if she involved a lawyer, telling Buss something substantially similar to "if you want to get charged that is your choice."

2. Based on the "choice" presented to Buss by Agent Carroll, Ms. Buss went to the Sheboygan Police Department on September 3, 2019 without a lawyer to "cooperate" with the officers and answer their questions. Ms. Buss's father, who is not a lawyer, accompanied her to the department. Ms. Buss was taken to a small interview room. Her father was allowed to be present during the subsequent interview, which was recorded by audio and visual means.

3. Carroll and Olsen took turns leading the questioning of Ms. Buss. The focus of their questions was a former boyfriend of Ms. Buss, who law enforcement was investigating for a shooting in Sheboygan. Multiple times during the interview, when the officers believed that she was not being cooperative enough, Ms. Buss was told that the officers had sufficient basis to arrest her.

4. At one point during the interview, Agent Carroll left the interview room and came back carrying Ms. Buss's purse. Carroll had seized it from Ms. Buss's father's truck outside. Ms. Buss never consented to Agent Carroll entering the truck or seizing her purse.

5. Once back in the interview room, Agent Carroll unzipped and opened Ms. Buss's purse and rifled through its contents. He did not ask for consent to open or search Ms. Buss's purse, and she never gave him consent to do so.

6. Later, Agent Carroll left the room again and seized Ms. Buss's cellular phone from her father's truck. Ms. Buss did not give Agent Carroll consent to again enter the truck or to seize her cell phone.

7. Agent Carroll told Ms. Buss that he wanted to look at the phone "to see deleted numbers, pictures, text messages, things that are on the phone that I believe are evidence of aiding a felon and maybe drugs."

8. Agent Carroll asserted to Ms. Buss that he was going to search her phone either way, whether she consented or not. Agent Carroll told Ms. Buss that it would take at least a week if he had to apply for a search warrant, but that if she consented to the search she could have the phone back the following day.

9. Eventually, Agent Carroll presented a consent to search form for Ms. Buss to sign to give them consent to search her phone. Carroll read the form to Ms. Buss as she followed along. In his reading, Carroll conspicuously left out a single word from the form. Where the form said its signatory was consenting to a “complete search,” Carroll did not read the word “complete.”

10. Buss paused before signing the form and questioned her understanding that even if she refused to sign the consent form they were going to search the phone anyway. Agent Carroll confirmed that he would. Buss then signed the consent form. Agent Carroll did not have probable cause to search Ms. Buss’s phone when he asserted he would be getting a search warrant if she didn’t consent.

11. During the interview leading up to the request for consent to search the phone, Carroll and Olsen repeatedly communicated to Ms. Buss that she would not be charged if she cooperated with them. Nevertheless, having dissuaded Ms. Buss from bringing a lawyer to the interview and successfully eliciting her cooperation by threatening her imminent arrest if she did not cooperate, they referred Ms. Buss to the Sheboygan County District Attorney’s office for charges. The Sheboygan County District Attorney’s office, by Assistant District Attorney Adam Stuart, charged Ms. Buss in case 20-CF-41 with multiple felonies based on the statements she had made to Carroll and Olsen.

12. At the preliminary hearing in Ms. Buss’ criminal case on February 5, 2020, both Olsen and Carroll testified under oath. Olsen testified that Ms. Buss’ phone was forensically downloaded and that he had looked at “everything on that phone.” At the conclusion of the hearing, while still on the record, counsel for Ms. Buss revoked her consent to search the phone. The Court then stated: “there is no consent for any further searches of the phone at this stage.”

13. On May 1, 2020, counsel for Ms. Buss moved to dismiss the criminal case. On May 20, 2020, the case was ordered dismissed.

14. On June 5, 2020, after the case against Ms. Buss had been dismissed, counsel for Ms. Buss received an email from “SheboyganDA@da.wi.gov.” The email advised counsel that an external hard drive “containing additional paper and media discovery prepared for the case of State v. Aja Buss, Sheboygan County Case 20CF41, is now erady [sic].” The email did not specify what “media discovery” was contained on the drive. The email was signed “Sheboygan County District Attorney’s Office.”

15. After counsel did not respond, on June 10, 2020 a follow-up email was sent by the “Sheboygan County District Attorney’s Office” as a “friendly reminder” about the discovery and requesting information on how counsel would like to receive it. Counsel responded and asked that the discovery be mailed, and the same email account replied that the discovery would be sent via certified mail on June 17, 2020.

16. Counsel then received in the mail an external hard drive labeled "Sosa DTO 19" along with a cover letter dated June 17, 2020 and signed by "sah" for Assistant District Attorney Adam Stuart. At the bottom of the letter, below the signature block, the following text appeared in bold type: **"If reports indicate cell phone examination and you wish for the entire download, please contact Cassandra Wohlgemuth at (920) 451-2370 for Sheboygan Police Department Cases or Lt. Matthew Spence at (920) 459-3859 for all other Law Enforcement Agency cases."**

17. Counsel for Ms. Buss did not contact either Wohlgemuth or Spence. Nevertheless, upon reviewing the external hard drive, it became clear that the drive contained a copy of the entire download of Ms. Buss's cell phone, along with the entire downloads of cell phones belonging to other individuals.

18. A subsequent review of the provided download of Ms. Buss's phone revealed that the download included over 20,000 pictures and 500 videos. Dozens of these images and videos constituted "private representations" of Ms. Buss under Wis. Stats. §942.09(1)(bn)¹ that had no relevance to Ms. Buss's prosecution or to related prosecutions.

19. After discovering this grievous breach of Ms. Buss's privacy, on July 10, 2020 counsel for Ms. Buss telephoned ADA Stuart to determine how widely these private images had been disseminated. ADA Stuart advised counsel that the "co-defendants" in cases 20CF40, 20CF42, and 20CF43 had received the same hard drive, as had "about 23" other defendants in a methamphetamine conspiracy. Buss had no connection to any methamphetamine conspiracy.

20. Counsel advised Stuart that the drive contained private images of Ms. Buss, unrelated to any prosecution, and requested that Mr. Stuart seek a protective order from the Court and the return of the hard drives that had been disseminated so they could be redacted. Mr. Stuart advised that he thought he "could do that," and that he would talk to Sheboygan County District Attorney Joel Urmanski and call counsel back. Counsel summarized the conversation in an email to Stuart and Urmanski on July 13, 2020. Neither Stuart nor Urmanski ever responded, nor does it appear that either took any action to try and recover or redact the private images of Ms. Buss sent out to approximately 26 individuals and their lawyers.

21. Based on statements made during the officers' interview with Ms. Buss on September 3, 2020, it appears that someone within the Sheboygan Police Department, unknown to Ms. Buss at this time, conducted the complete forensic download of Buss's phone.

HART POWELL, SC
ATTORNEYS AT LAW
735 NORTH WATER STREET
SUITE 1212
MILWAUKEE, WI 53202
(414) 271-9595

¹ 942.09(1)(bn) "Private representation" means a representation depicting a nude or partially nude person or depicting a person engaging in sexually explicit conduct that is intended by the person depicted in the representation to be captured, viewed, or possessed only by the person who, with the consent of the person depicted, captured the representation or to whom the person depicted directly and intentionally gave possession of the representation.

22. Based on Detective Olsen's sworn testimony in open court, he reviewed the entire contents of the download, which would include her private representations, prior to February 5, 2020. Nevertheless, the entire download of the phone, including the intimate, private representations therein, was distributed to the District Attorney's office.

23. Then, despite what appears to be a policy of not providing an entire download of a cell phone examination absent an express request for one, a member or members of the Sheboygan Police Department and the Sheboygan County District Attorney's office sent out an entire download of Ms. Buss's phone without such a request.

24. At the time of the dissemination of the entire download, Det. Olsen knew that the download contained intimate images and videos constituting private representations, that such images had no legal relevance to any case, and that there would be no legal obligation to provide such images as part of the discovery process.

25. On information and belief, members of the Sheboygan Police Department, Wisconsin DCI, and the Sheboygan County District Attorneys Office worked together to select materials to load onto the hard drive for distribution to over two-dozen individuals. The entire download of Ms. Buss's phone was included on the hard drive, even though law enforcement officials knew that it contained irrelevant, private representations of Ms. Buss.

26. Buss did not consent to the distribution or the viewing of her private images and representations by Det. Olsen, Agent Carroll, or anyone else. Buss did not consent to the distribution by law enforcement or the District Attorney's office of her intimate and private representations to anyone.

27. Detective Olsen and any other City of Sheboygan Police Department employee involved in the download, review, and dissemination of the contents of Ms. Buss's phone owed a duty to Ms. Buss to protect her intimate, private representations from publication or dissemination without her consent. Agent Carroll, Assistant District Attorney Adam Stuart, and any other State of Wisconsin employees involved in the download, review, and dissemination of the contents of Ms. Buss's phone owed her the same duty. There was and is no legal justification for the dissemination of Ms. Buss's intimate, private representations.

28. By disseminating dozens of extraordinarily intimate and private images of Ms. Buss without her consent or any other legal justification, Det. Olsen, Agent Carroll, ADA Stuart, and as-of-yet unidentified employees of the Sheboygan Police Department and Sheboygan County District Attorney's office invaded Buss's right to privacy as recognized by Wis. Stats. § 995.50. She is entitled to equitable relief to cure and restrain the invasion, compensatory damages, and attorney fees. See, Wis. Stats. §995.50(1).

29. Additionally, in seizing and searching Ms. Buss's purse and phone without probable cause and without valid consent, and searching the phone beyond the scope of any arguably valid consent, the employees and agents of the City of Sheboygan Police Department and State of Wisconsin, acting under color of law, violated Ms. Buss's rights against

unreasonable searches and seizures as guaranteed by the 4th and 14th Amendments to the United States Constitution.


30. Further, by disseminating Ms. Buss's intimate, private representations without her consent and under color of law, the employees and agents of the City of Sheboygan Police Department, the State of Wisconsin, and the Sheboygan County District Attorney's office violated her constitutional right to privacy guaranteed by the 14th Amendment to the United States Constitution.

ITEMIZATION OF DAMAGES/RELIEF SOUGHT

- Damages arising from violation of, invasion of privacy and Constitutional rights, including attorneys fees: \$1,000,000.00
- Identification of all individuals to whom Ms. Buss's phone download was provided
- Identification of all individuals who viewed Ms. Buss's phone download or any private representations contained therein
- Identification of all computers used in the process of downloading Ms. Buss's phone
- Identification of all individuals involved in the copying of the download for further dissemination
- Implementation of a policy to protect private information that has come within the custody and control of police and prosecutors from being disseminated to the public when there is no legal requirement that it be so publicized

Dated at Milwaukee, Wisconsin this ^{12th} day of October, 2020

HART POWELL, S.C.
Attorneys for Aja Buss



Craig S. Powell
State Bar No. 1046248
Hart Powell, S.C.
735 N. Water St., Suite 1212
Milwaukee, WI 53202

HART POWELL, S.C.
ATTORNEYS AT LAW
735 NORTH WATER STREET
SUITE 1212
MILWAUKEE, WI 53202
(414) 271-9595

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
November 2, 2020.

Your Committee to whom was referred R. O. No. 84-20-21 by City Clerk submitting a claim from Barbara Selke for alleged injuries sustained when she tripped on the sidewalk; recommends filing the claim.

_____ 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

R. O. No. 84 - 20 - 21. By CITY CLERK. October 19, 2020.

Submitting a claim from Barbara Selke for alleged injuries sustained when she tripped on the sidewalk.

File

CITY CLERK

DATE RECEIVED _____

RECEIVED BY JW

CLAIM NO. 15-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

OCT 15 '20 PM 2:03

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Barbara J. Selke
2. Home address of Claimant: 3712 N. 12th Place
3. Home phone number: 920-452-1720
4. Business address and phone number of Claimant: Retired

5. When did damage or injury occur? (date, time of day) 9/25/20 9 A.M.
6. Where did damage or injury occur? (give full description) walking on the sidewalk in front of a duplex at 3213/3217 N. 10th St. Sheboygan
7. How did damage or injury occur? (give full description) I stumbled and lost my balance. I fell forward on my knees, chest and mouth.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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

my front bridge broke and was pushed back. my ribs were cracked or bruised also both knees were bruised.

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ 7,697.00

Other: (Specify below) \$ _____

TOTAL \$ 7,697.00

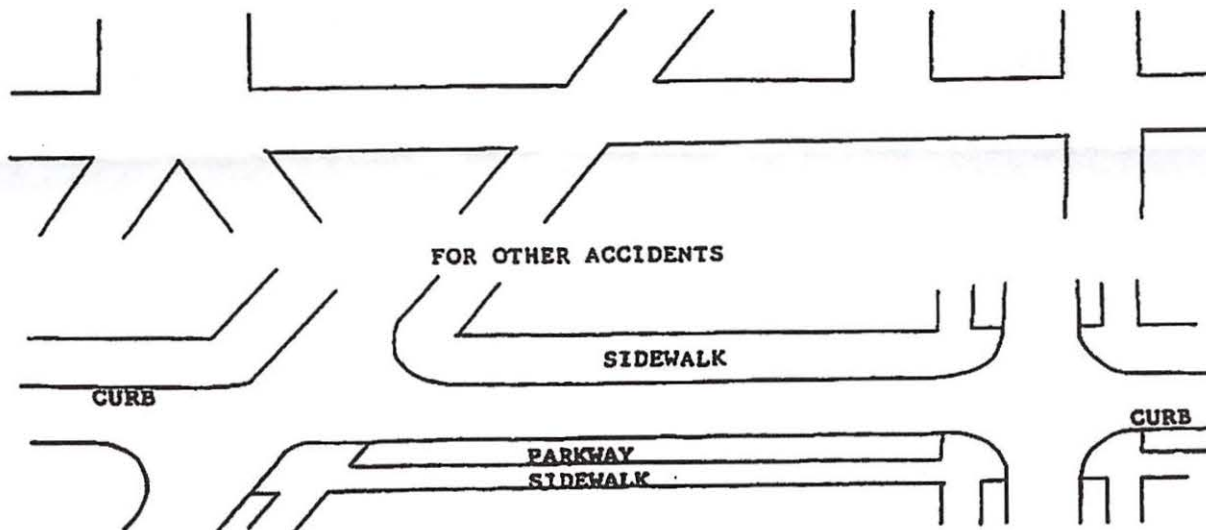
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Barbara J. Locke DATE 10/15/20

DATE RECEIVED _____

RECEIVED BY DN

CLAIM NO. 15-20

OCT 15 '20 PM 2:03

CLAIM

Claimant's Name:	<u>Barb Selke</u>	Auto	\$ _____
Claimant's Address:	<u>3712 N. 12th Place</u>	Property	\$ _____
	<u>Sheboygan, WI 53083</u>	Personal Injury	\$ <u>7,697.00</u>
Claimant's Phone No.	<u>920-452-1720</u>	Other (Specify below)	\$ _____
		TOTAL	\$ <u>7,697.00</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 7,697.00.

SIGNED Barbara J. Selke DATE: 10/15/20

ADDRESS: 3712 N. 12th Place

Sheboygan, WI 53083

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

October 15, 2020

Dear City Clerk,

I would like to file an injury claim for myself (Barbara J. Selke). I fell during a walk on Friday 9/25/20 at 9:00 a.m. in front of a duplex at 3213/3217 N.10th St. Sheboygan, Wisconsin.

My husband Jim and I talked with the people at that duplex. I found my tooth that broke off on their sidewalk. We tried to exchange information with them. They were very rude to us, making fun of me for falling and would not give us their information, name of the owner of the duplex or what home owners insurance they have. They then threatened us to leave their property.

My injuries include the breaking of my bridge implants, possible cracked or bruised ribs, multiple skin adhesions on face, upper arm, knees and bruising on my breast.

I called my dentist (Dr. Robert Schoenenberger) on his emergency number since his office is closed on Fridays. Dr. Schoenenberger had to remove my bridge and luckily he still had my temporary bridge at his office. My bridge was not only broken but was pushed back in my mouth. The top and bottom teeth were so out of position that I would not have been able to chew food with my molars.

The following Monday 9/28/20 I saw my primary Dr. Reenaben Patel. She checked my bruises and pressed on my ribs. She told me that if my ribs were cracked or bruised there is nothing I can do except take ibuprofen and apply ice packs. She said to continue to take deep breaths so that my lungs won't collapse.

From Dr. Patel's office I went to see the Surgeon Dr. Michael Hoge who put in my implants. He took an x-ray of the implants and jaw. He told me to wait 2 to 3 months before having the permanent bridge put on in case the screws of the implant are loose in my jaw.

I have an appointment set up with my dentist, Dr. Robert Schoenberg on 12/01/20 for an evaluation for the permanent bridge.

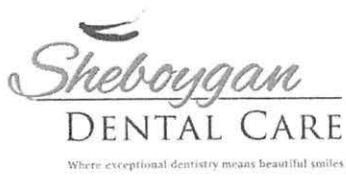
I am asking for the dental cost regarding my bridge implants to be paid for. My husband and I are retired and do not have dental insurance.

Your attention to this matter is greatly appreciated.

Please see attached: pictures of my broken bridge, bill for the emergency dental visit, estimate for replacement bridge and a copy of the owner of the duplex on 10th St.

Sincerely,

Barbara J. Selke



OCT 15 '20 PM 2:03

2202 Indiana Avenue
Sheboygan, WI 53081
920-452-8042

10-12-2020

Barb Selke
3712 North 12th Place
Sheboygan, WI 53083

Dear Barb,

Here is the estimate for replacement of the front Implant Bridge #8 - #10.

#8 – Custom Abutment – includes placement	\$ 865.00
#8 – Anterior Implant Crown Abutment Supported	\$2202.00
#9 – Pontic – porcelain fused to high noble metal	\$1329.00
#10 – Custom Abutment – includes placement	\$ 865.00
#10 – Intraoral – periapical first radiographic image	\$2202.00
#10 – Anterior Implant Crown Abutment Supported	<u>\$ 44.00</u>
	\$7507.00

I hope this helps this is to replace the broken teeth from your fall on September 25th.

Thank you,

Jerilynn Schroeder
Office Manager / OFC
Sheboygan Dental Care
920-452-8042

OCT 15 '20 PM 2:03

Sheboygan Dental, SC
2202 Indiana Avenue
Sheboygan, WI 53081
(920)452-8042

STATEMENT

10/12/2020
Account Number 2357

Amount Due	Date Due	Amount Enclosed
0.00	10/22/2020	

Jim Selke
3712 North 12th Place
Sheboygan, WI 53083

CREDIT CARD TYPE _____

3 DIGIT CSV _____

EXPIRES _____

AMOUNT APPROVED _____

NAME _____

SIGNATURE _____

PLEASE DETACH AND RETURN THE UPPER PORTION WITH YOUR PAYMENT

Total: \$0.00
 -Ins Estimate: \$0.00
=Balance: \$0.00

0-30	31-60	61-90	over 90
0.00	0.00	0.00	0.00

Date	Patient	Code	Tooth	Description	Charges	Credits	Balance
				Balance Forward			0.00
09/25/2020	Barb	D9110		palliative (emergency) treatment of dental pain - minor procedure	146.00		146.00
09/25/2020	Barb	D0220	9	intraoral - periapical first radiographic image	44.00		190.00

Scheduled Appointments:

Barb J Selke: Tuesday, 12/01/2020, 11:00 AM, #8-PA, #8-CUSTANTABUT, #8-AbPorAntCerCn, #9-PONTPOR, #10-CUSTANTABUT, #10-AbPorAntCerCn

Selke, Barb

Printed 2020/10/05 08:41AM

Printed from 'FRONTDESK1' by 'staff'

Patient Name Selke, Barb
Patient ID 2358
Patient SS ***-**-9169
Patient Gender F
Patient DOB/Age 1947/08/30 (73)

Acquisition Date 09/25/2020 10:59AM
Teeth <No Associations>



Image printed to fit

Page 1 of 1

Selke, Barb

Printed 2020/10/05 08:41AM

Printed from 'FRONTDESK1' by 'st

OCT 15 '20 PM 2:04

Patient Name Selke, Barb
Patient ID 2358
Patient SS ***-**-9169
Patient Gender F
Patient DOB/Age 1947/08/30 (73)

Acquisition Date 09/25/2020 10:59AM
Teeth <No Associations>



Image printed to fit

Page 1 of 1

VI

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 2, 2020.

Your Committee to whom was referred R. O. No. 85-20-21 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing July 1, 2020 and ending September 30, 2020; recommends filing the report.

_____ 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

34

R. O. No. 85 - 20 - 21. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
October 19, 2020.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing July 1, 2020 and ending September 30, 2020.

	2018 <u>Actual</u>	Y-T-D <u>9/30/19</u>	2019 <u>Actual</u>	Y-T-D <u>9/30/20</u>	2020 <u>Goals</u>
<u>Patrol and Investgations</u>					
Homicide	0	1	1	1	0
Rape	14	27	31	18	20
Robbery	10	9	10	10	15
Aggravated Assault	146	99	114	81	100
Violent Crime Total	170	136	156	110	125
Burglary	90	66	89	77	100
Theft	719	502	678	546	900
Motor Vehicle Theft	25	14	19	29	30
Arson	8	2	3	10	5
Property Crime Total	842	584	789	662	1050
Percent of Offenses Cleared	52%	63%	64%	57%	70%
Value of Property Stolen	\$485,282	\$1,087,944	\$1,170,450	\$371,663	\$500,000
Value of Property Recovered	\$179,946	\$607,931	\$678,222	\$297,424	\$200,000
Percent of Stolen Recovered	37%	56%	57%	80%	40%
Accident Investigations	1,677	1,209	1,592	984	1,500
Traffic Stops	5,270	3,914	4,937	2,489	No Goal
Traffic Arrests	4,509	3,014	3,924	1,890	No Goal
Other Arrests	3,406	2,400	3,204	2,117	No Goal
Speed Trailer Deployments	17	14	17	7	20
HVEE Deployments	14	17	31	0	12
Parking Tickets Issued	9,032	6,311	7,840	4,437	10,000
Bicycles Recovered	158	119	168	81	150
Involuntary Commitments	121	86	110	80	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	1,321	910	1,326	947	2,750
Open Records Requests	4,804	4,569	6,546	5,683	4,000
Nixle Messages Sent	283	182	239	83	250
Press Releases	41	22	28	15	50
Tweets	236	170	224	73	350
Facebook likes	10,042	11,756	12,164	14,416	13,000
Reported Crime Maps	89	63	85	79	104
Crime Comparison Reports	36	20	25	19	26

Chief of Police

AHPS

VII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 2, 2020.

Your Committee to whom was referred pursuant to R. O. No. 86-20-21 by City Clerk submitting various license applications; recommends granting the licenses with caveat (*):

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3374	Allison, Destiny S.	3509 Eisner Ct. Apt D
2422	Bitter, Georgia S.	1011 S. 17 th Street
3379	Burns, Tricia M.	3023 N. 25 th Street
8558	Butler, Stefanni L.	1717 N. 2 nd Street
3384	Crosson, Amber L.	828 Whitcomb Avenue
3389	Damrow, Kelly M.	26 Ashwood Drive
3378	Evans, Dylan T.	1118 S. 13 th Street
2484	Hattleli, Lonnie A.	1501 S. 8 th Street
3390	Mallmann, Brianna A.	2316 S. 11 th Street
3381	Parke, Michael J.	1536 N. 35 th Street Apt. C
3388	Peterson, Christine	1903 S. 14 th Street
3385	Rolon, Janeliz	510 N. 15 th Street
2331	Wollin, Kristopher A.	3201 S. 12 th Street

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

No. Name

Address

*0799 Johnson, Mollijayne M.

W1833 Smies Road, Oostburg

*Grant with a warning to avoid further unlawful activity related to the licensed activity

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 2, 2020.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 87-20-21 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department for the period commencing July 1, 2020 and ending September 30, 2020; recommends filing the report.

_____ 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



DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE


R. O. No. 87 - 20 - 21. By FIRE CHIEF. October 28, 2020.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing July 1, 2020 and ending September 30, 2020.

<u>Incident Types</u>	2018	2019	2019	2019	2020	2020	2020
	Actual	3rd Quarter	YTD	Actual	3rd Quarter	YTD	Goals
Fires	94	23	71	89	28	68	< 90
Rescue & Emergency Medical Service	4,220	1,207	3,362	4,516	1,170	3,148	4,300
Non Fires	1,055	298	856	1,130	353	950	1,000
TOTAL	5,369	1,528	4,289	5,735	1,551	4,166	5,300
<u>Station Incident Count Per Station</u>							
Station 1	1,560	432	1,168	1,556	471	1,210	1,550
Station 2	1,063	268	803	1,130	240	730	1,100
Station 3	1,417	391	1,115	1,422	366	1,018	1,400
Station 4	818	279	770	1,043	309	762	1,000
Station 5	474	148	408	543	142	396	500
Out of City	37	10	27	43	23	50	10
<u>Fire Loss</u>							
Number of Incidents	56	17	45	55	26	57	
Pre Incident Value	N/A	N/A	N/A	N/A	\$5,948,900	\$12,023,320	
Total Property Loss	\$630,000	\$ 169,300	\$ 340,050	\$373,100	\$ 187,050	\$ 437,210	
Total Content Loss	\$348,895	\$ 87,715	\$ 149,115	\$152,565	\$ 47,975	\$ 142,450	
Total Loss	\$978,985	\$ 257,015	\$ 489,165	\$525,665	\$ 235,025	\$ 579,660	
Average Loss	\$ 17,481	\$ 15,118	\$ 10,870	\$ 9,557	\$ 9,039	\$ 10,169	
<u>Workload</u>							
Inspections	1,926	855	1,860	1,987	1,058	1,827	1,926
School Safety Programs/Students	173/3,246	119/2013	119/2013	149/3,330	0/0	0/0	
Public Events	51	10	31	46	2	49	45
Station Tours	N/A	N/A	N/A	N/A	1	6	
Non-Compliance/Installed Smoke Alarms	N/A	29/35	99/134	128/161	28/32	71/74	
Fire Training Hours	8,514	1,514	5,266	8,437	1,242	4,638	8,000
EMS Training Hours	1,969	339	1,656	2,314	268	2,309	2,100
Investigations/Formal	100	23	70	91	27	69	
<u>Efficiency</u>							
EMS Average Response Time (360 Seconds)	N/A	N/A	N/A	N/A	N/A	N/A	90%
Fire Average Response Time (380 Seconds)*	89%	81%	93%	88%	78%	88%	90%
<u>Effectiveness</u>							
Resident Satisfaction Rating	99%	99%	99%	99%	99%	99%	80%
ISO Rating	2	2	2	2	2	2	1

* Fire response 380 seconds or less per NFPA standards

AHPS


FIRE CHIEF

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
November 2, 2020.

Your Committee to whom was referred Res. No. 105-20-21 by Alderpersons Donohue and Bohren authorizing an application to the U.S. Department of Housing and Urban Development through Section 108 of the Housing and Community Development Act; recommends adopting the Resolution.

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

Res. No. 105 - 20 - 21. By Alderpersons Donohue and Bohren.
October 19, 2020.

A RESOLUTION authorizing an application to the U.S. Department of Housing and Urban Development through Section 108 of the Housing and Community Development Act.

WHEREAS, the City of Sheboygan desires to develop the former Save A Lot building located at 1817 N. 8th Street into a community center to serve the seniors and other community groups; and

WHEREAS, the City has determined that an application to the Section 108 Loan Program will provide an effective financing tool to support this important project, and;

WHEREAS, the Common Council has reviewed and considered the proposed project.

NOW, THEREFORE, BE IT RESOLVED: That

1. The City of Sheboygan possesses the legal authority to submit an application through Section 108 of the Housing and Community Development Act of 1974 (42 U.S.C. 5308), as amended.
2. The City desires to borrow approximately \$3,200,000 for the community center construction at 1817 N. 8th Street.
3. The City certifies the use of the Section 108 proceeds in accordance with regulatory requirements and pledges future Community Development Block Grant entitlement funds and additional CDBG program income to service debt payments on the Section 108 loan.
4. The Mayor, on behalf of the City of Sheboygan, is authorized to sign the Section 108 application, any amendments thereto, and any understandings and assurances therein, for community center development. The Mayor is authorized to execute such documents as may be required in order to implement the application and issue debt obligations pursuant thereto.

Exp
adopt

5. The Director of Planning and Development is authorized to act as the official representative of the City of Sheboygan in connection with the application and provide additional information as may be required.

Mylynn Nowlin

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



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

The Honorable Mike Vandersteen
Mayor of Sheboygan
828 Center Avenue, Suite 301
Sheboygan, WI 53081

Dear Mayor Vandersteen:

Congratulations! I am pleased to inform you that the City of Sheboygan's (hereafter, the "City") request for loan guarantee assistance under Section 108 of the Housing and Community Development Act of 1974, as amended, has been approved. Such assistance is to consist of the guarantee of notes or other obligations in the principal amount of \$3,200,000, plus interest thereon, which shall be issued to finance activities described in the City's application (B-20-MC-55-0016) for the Senior Community Center project.

This offer of commitment ("Commitment") is subject, however, to the conditions specified in Item 8 of the Funding Approval (Form HUD-7082).

The first condition provides that in the event the City fails to submit notes or other obligations for inspection and guarantee by the Secretary of Housing and Urban Development (HUD) before March 31, 2022, the Commitment will expire as of such date.

The second condition provides that the repayment schedule for the indebtedness evidenced by the notes or other obligations (the "Guaranteed Loan") must be acceptable to HUD.

The third condition provides that the City shall provide additional security for the Guaranteed Loan and such additional security must be acceptable to HUD. The additional security shall be identified in the Contract for Loan Guarantee Assistance ("Contract"), specified by 24 CFR 570.705(b)(1), which will be executed at the time the guaranteed obligations are issued. The City's application and other supporting material identify the City's pledge of a lien on real property as additional security for the Guaranteed Loan.

In addition, the Contract shall provide that HUD may use existing pledged grants to prepay (or defease) the Guaranteed Loan if HUD determines that the standard pledge of future Community Development Block Grant ("CDBG") funds is insufficient to assure payment of amounts due thereunder. HUD reserves the right to require further security upon evaluation of the foregoing security arrangements and the City may substitute other collateral security for such arrangements, subject to HUD's approval of such substitution.

The fourth condition provides that prior to submitting notes or other obligations for inspection and guarantee by HUD, the City shall submit information required under Section 102(b) of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545). This information shall be submitted on Form HUD-2880 to HUD's Milwaukee Field Office. A copy of Form HUD-2880 is enclosed for this purpose.

The fifth condition provides that the City is required to pay a fee of 2.15% of the principal amount of the loan guaranteed under this Commitment to cover the credit subsidy costs as announced in the *Federal Register* on August 26, 2020 (85 FR 52479). This fee applies to all Section 108 guaranteed loan commitments issued in Fiscal Year 2021. The fee is applied only at the time of loan disbursements. The amount to be paid at that time is equal to 2.15% of the principal amount of the requested Guaranteed Loan advance. The fee may be paid directly by the City or, alternatively, it may be deducted from the Guaranteed Loan advance(s). If the fee is paid directly by the City, it may be paid from CDBG grant funds drawn down under the CDBG line of credit or from another source.

The sixth condition provides that neither the City nor any City-assisted public entity shall undertake any additional activities in the community center project not involving seniors prior to the receipt of a written determination from the HUD Milwaukee Field Office that either (i) each individual activity to be undertaken or supported with loan guarantee funds meets the eligibility requirements of 24 CFR 570.703 and the national objective requirements of 24 CFR 570.208 or (ii) the City's procedures for assuring compliance with the program requirements are acceptable.

In addition to the special conditions cited above, the release of funds for the project to be carried out with loan guarantee assistance is conditioned upon compliance by the City with all applicable provisions of the HUD Environmental Review Procedures (24 CFR Part 58). The City is reminded that these Procedures include limitations on the commitment of HUD and non-HUD funds on an activity or project prior to HUD's approval of the request for release of funds and related certification of compliance with environmental requirements. Please refer to 24 CFR 58.22 for a description of the limitations and the entities to whom they apply.

Please furnish us, at the address specified below, your timetable for execution of the activities described in your application. These activities will be financed through a public offering of Section 108 obligations. If you need funds prior to the next public offering, please notify HUD at the address below and instructions for obtaining interim financing will be provided.

Please execute the three enclosed copies of the Funding Approval (Form HUD-7082) and return two copies to the Department of Housing and Urban Development, Financial Management Division, Room 7282, 451 Seventh Street, S.W., Washington, D.C. 20410. One copy should be retained for your files. The Funding Approval amends the Grant Agreement authorized by HUD on July 1, 2020, under the Funding Approval for grant number B-20-MC-55-0016 to include loan guarantee assistance. The Grant Agreement thereby incorporates this Funding Approval,

the loan guarantee application, and Subpart M of the block grant regulations governing loan guarantees, as well as such agreements, schedules, and other documentation required for submission or execution in connection therewith.

Please do not hesitate to reach out if we can support you in the use of your Section 108 funds. Please contact Paul Webster, Director, Financial Management Division at (202) 402-4563 or Paul.Webster@HUD.GOV if you need assistance.

Sincerely,

KEVIN BUSH

Digitally signed by KEVIN
BUSH
Date: 2021.02.23 14:00:13
-05'00'

Kevin J. Bush
Deputy Assistant Secretary
for Grant Programs

Enclosures (4)

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)

U.S. Department of Housing and Urban Development

Office of Community Planning and Development
Community Development Block Grant Program

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Sheboygan, Wisconsin	3. Grantee's 9-digit Tax ID Number	4. Date use of funds may begin (mm/dd/yyyy)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 828 Center Avenue, Suite 301 Sheboygan, WI 53081	5a. Project/Grant No. 1 B-20-MC-55-0016	6a. Amount Approved
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Kevin J. Bush	Grantee Name City of Sheboygan, Wisconsin
Title Deputy Assistant Secretary for Grant Programs	Title Mayor
Signature KEVIN BUSH Digitally signed by KEVIN BUSH Date: 2021.02.23 14:04:20 -05'00'	Signature <i>Michael J. Deusterer</i> Date (mm/dd/yyyy) 3/8/2021

7. Category of Title I Assistance for this Funding Action (check only one) <input type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input checked="" type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy)	
		9c. Date of Start of Program Year (mm/dd/yyyy)	

11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee	FY ()	FY ()	FY ()
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved \$3,200,000	12b. Name and complete Address of Public Agency N/A
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
		Y					Project Number		Amount		
		Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
-------------------------------	---------------------------------	--------------	------------------	------------	-------------

8. Special Conditions.

- (a) In the event the City of Sheboygan (the "City") fails to submit notes or other obligations for inspection and guarantee by the Secretary of Housing and Urban Development (the "Secretary") before March 31, 2022, the commitment will terminate and expire as of such date.
- (b) The repayment schedule for the City's debt obligation, as defined in 24 CFR 570.701, must be acceptable to the Secretary.
- (c) Pursuant to 24 CFR 570.705(b)(3), the City shall provide additional security for the Guaranteed Loan and such additional security must be acceptable to the Secretary. The additional security shall be identified in the Contract for Loan Guarantee Assistance specified by 24 CFR 570.705(b)(1), which will be executed at the time the guaranteed obligations are issued.
- (d) Prior to submitting notes or other obligations for inspection and guarantee by the Secretary, the City shall submit information required under Section 102(b) of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545). This information shall be submitted on Form HUD-2880 to HUD's Milwaukee Field Office.
- (e) The City is required to pay a fee of 2.15% of the principal amount of loan guaranteed and advanced under this Commitment to cover the credit subsidy costs as announced in the *Federal Register* on August 26, 2020 (85 FR 52479).
- (f) Neither the City nor any City-assisted public entity shall undertake any additional activities in the community center project not involving seniors prior to the receipt of a written determination from the HUD Milwaukee Field Office that either (i) each individual activity to be undertaken or supported with loan guarantee funds meets the eligibility requirements of 24 CFR 570.703 and the national objective requirements of 24 CFR 570.208 or (ii) the City's procedures for assuring compliance with the program requirements are acceptable.

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
November 2, 2020.

Your Committee to whom was referred Res. No. 106-20-21 by Alderpersons Donohue and Bohren authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2020 program year; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.3

Res. No. 106 - 20 - 21. By Alderpersons Donohue and Bohren.
October 19, 2020.

A RESOLUTION authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2020 program year.

WHEREAS, the City has excessive funds in a federal line of credit revolving loan funds and HUD has advised the City to reprogram a portion of the funds; and

WHEREAS, the City intends to reprogram \$200,000 from the Housing Revolving Loan Fund (Fund 223) and \$300,000 from the Business Development Revolving Loan Fund (Fund 224) to 03A Senior Centers to be applied towards the purchase of the former Save A Lot to be converted into the City's new senior center; and

WHEREAS, the City of Sheboygan Citizen Participation Plan requires a 30-day public comment period as it relates to the Substantial Amendment process, however, prior to starting the 30-day public comment period, Common Council support is necessary.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the submittal of the Substantial Amendment to HUD to amend the 2020 program year to include \$500,000 for funding 03A Senior Centers under the federal program activity eligibility, and authorizes the appropriate City officials to take such actions as necessary (including providing for a public comment period) to effectuate the Amendment.

*Exp
adopt*

By Lynne Bohren

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VIII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 2, 2020.

Your Committee to whom was referred Res. No. 107-20-21 by Alderpersons Sorenson and Dekker authorizing the Purchasing Agent to issue a purchase order for the purchase of four vehicles for the Sheboygan Police Department; recommends adopting the Resolution.

_____ 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

Res. No. 107 - 20 - 21. By Alderpersons Sorenson and Dekker.
October 19, 2020.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of four vehicles for the Sheboygan Police Department.

WHEREAS, with the re-design of squad car vehicles for the 2020 model year and the detrimental impact of COVID-19 on automobile production, Ford Motor Co. is experiencing a backlog of production orders, and as such it would be prudent for the City to place its order for new police squad cars prior to the new year; and

WHEREAS, funding for the purchase of four vehicles has been included in the 2021 budget and a pre-order of the vehicles now will not result in the City taking receipt of the vehicles or making payment for them until 2021; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the State of Wisconsin has a number of cooperative purchasing agreements, which municipalities may use to take advantage of competitive, pre-negotiated prices; and

WHEREAS, having reviewed the State of Wisconsin's cooperative purchasing agreements for the purchase of vehicles, City staff believes, and the Council agrees that this is the best procurement method for this purchase; and


WHEREAS, once the four vehicles purchased pursuant to this Resolution have been received, the vehicles that are being replaced will be put to public auction.


NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Ewald Automotive Group of Oconomowoc, Wisconsin for the purchase of 1 Police marked squad vehicle and 3 vehicles configured for CID and Supervisory usage.

BE IT FURTHER RESOLVED: That the Council understands that these Purchase Orders will be subject to the terms and conditions set forth in the State of Wisconsin's cooperative purchase agreement (Contract Number 505ENT-M19-2019VEHICS-00), a copy of which is available at vendornet.wi.gov.

ALPS

BE IT FURTHER RESOLVED: That in the 2021 calendar year, if sufficient funds are appropriated in the City's budget approved by the Council, the appropriate City Officials are hereby authorized to draw funds in the amount of \$146,535.00, which includes license and title fees, from the 2021 Capital Project Fund - Police-Fleet Vehicles Account No. 40021140-641100 for the purchase of the Vehicles and their associated license and title fees.





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

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. November 2, 2020.

Your Committee to whom was referred Res. No. 108-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to execute a 5' wide Underground Electric Easement for Wisconsin Power and Light Company at Kiwanis Park (Parcel No. 59281500170); recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.5

Res. No. 108- 20 - 21. By Alderpersons Dekker and Sorenson.
October 19, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a 5' wide Underground Electric Easement for Wisconsin Power and Light Company at Kiwanis Park (Parcel No. 59281500170).

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a 5' wide Underground Electric Easement at Kiwanis Park (Parcel No. 59281500170), a copy of which is attached hereto, to Wisconsin Power and Light Company.

Pub
adopt

Don Pulk
[Signature]

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

Document No.

**EASEMENT UNDERGROUND
ELECTRIC AND COMMUNICATION**

The undersigned **City of Sheboygan, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor in the **City of Sheboygan, County of Sheboygan, State of Wisconsin**, said "Easement Area" to be described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

This easement is subject to the following conditions:

- Designated Facilities:** Grantor does hereby warrant and represent that Grantor and his predecessors in title to the above described premises subject to this easement, have been openly, notoriously and adversely occupied by Grantor and his predecessors in title for a period in excess of 40 years; that during said time no person or entity has ever made claim to said premises; and that during said time, Grantor has improved said premises continuously during said period. This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
- Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
- Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
- Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
- Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
- Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
- Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
- Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
- Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
- Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
P.O. Box 77007
Madison, WI 53707-1007

Parcel Identification Number(s)

59281500170

WITNESS the signature(s) of the Grantor this _____ day of _____, 2020.

City of Sheboygan

_____(SEAL)
Signature

_____(SEAL)
Signature

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF _____) SS

Personally came before me this _____ day of _____, 2020, the above named
_____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by

Jamie Friis – Mi-Tech Services, Inc.

Checked by
Steve A. Ksobiech
October 14, 2020

Project Title:	Sheboygan WI, N 17 th St Conv OH to UG
ERP Activity ID:	4173829
Tract No.:	1
REROW No.:	

Exhibit A

GRANTOR'S PARCEL:

The Original Plat of All Blocks 113, 117, 118, 138, 139, 142, 143, 164, 167 and the Vacated East-West alleys in said blocks. Also, part of Block 163, and the East 210' of Blocks 141, 165 and 166, and the Vacated East-West Alleys lying within said blocks. Also, Lots 7 through 12 in Block 114, and the Vacated West 265' of the East-West Alley of said block; Also the East 30' of Lot 9 and all of Lots 10 through 12 of Block 140 and the South half of the Vacated East-West alley adjacent to said lots; Also vacated North River Street between Block 163 and Blocks 164, 166, 167; Also vacated North 16th St lying between the easterly extended south line of the East-West Alley of Block 114 and the South line of Center Ave, and Part Vacated Niagara Ave, Wisconsin Ave, New York Ave, Center Ave, Pennsylvania Ave adjacent; Also, Lot 4 and part of lots 2 & 3 of Block 114, all in Kiwanis Park, Sheboygan County, Wisconsin.

EASEMENT AREA:

A Utility Easement located in part of Lots 1 and 6 of Block 164, Lots 1-6 of Block 143, Lots 1-6 of 138, Lots 5-7 of Block 118, Lot 1 of Block 117, Lots 1-11 of Block 113, vacated streets Center Avenue, New York Avenue, Wisconsin Avenue, Kinzie Street, and North 16th Street all of the Original Plat of the City of Sheboygan, and part of Government Lots 2 and 3 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 22;

Thence South 89 degrees 32 minutes 40 seconds East along the North Line of the Southeast Quarter of said Section 22, a distance of 415.15 feet;

Thence South 00 degrees 01 minutes 09 seconds West along the West Right-of-Way (ROW) Line of North 17th Street, a distance of 1104.18 feet;

Thence North 90 degrees 00 minutes 00 seconds East, a distance of 80.00 feet to the East ROW Line of North 17th Street and the Point of Beginning;

Thence North 87 degrees 20 minutes 20 seconds East, a distance of 185.28 feet;

Thence South 67 degrees 31 minutes 06 seconds East, a distance of 12.18 feet;

Thence North 87 degrees 11 minutes 32 seconds East, a distance of 109.49 feet;

Thence 95.36 feet along an arc of a curve concave to the Northeast, having a radius of 253.78 feet, and measured along a chord bearing North 74 degrees 30 minutes 07 seconds East, a distance of 94.80 feet to the ending point of said curve;

Thence North 41 degrees 24 minutes 38 seconds East, a distance of 17.49 feet;

Thence 189.73 feet along an arc of a curve concave to the Northeast, having a radius of 311.23 feet, and measured along a chord bearing North 36 degrees 24 minutes 45 seconds East, a distance of 186.81 feet to the ending point of said curve;

Thence 180.75 feet along an arc of a curve concave to the Northeast, having a radius of 414.26 feet, and measured along a chord bearing North 12 degrees 19 minutes 20 seconds East, a distance of 179.32 feet to the ending point of said curve;

Thence 194.54 feet along an arc of a curve concave to the Northwest, having a radius of 853.39 feet, and measured along a chord bearing North 03 degrees 01 minutes 29 seconds West, a distance of 194.12 feet to the ending point of said curve;

Thence 228.58 feet along an arc of a curve concave to the Northwest, having a radius of 1779.23 feet, and measured along a chord bearing North 08 degrees 54 minutes 31 seconds West, a distance of 228.43 feet to the ending point of said curve;

Thence South 86 degrees 08 minutes 03 seconds West, a distance of 91.71 feet;

Thence North 03 degrees 51 minutes 57 seconds West, a distance of 3.24 feet;

Thence North 31 degrees 42 minutes 33 seconds East, a distance of 36.86 feet;

Thence North 06 degrees 16 minutes 15 seconds West, a distance of 22.24 feet;

Thence North 00 degrees 55 minutes 54 seconds West, a distance of 206.03 feet;

Thence North 88 degrees 16 minutes 23 seconds West, a distance of 84.98 feet;

Thence North 01 degrees 43 minutes 37 seconds East, a distance of 5.00 feet;

Thence South 88 degrees 16 minutes 23 seconds East, a distance of 84.85 feet;
Thence 209.27 feet along an arc of a curve concave to the Northwest, having a radius of 2635.69 feet, and measured along a chord bearing North 01 degrees 28 minutes 16 seconds West, a distance of 209.22 feet to the ending point of said curve;
Thence 215.18 feet along an arc of a curve convex to the Northeast, having a radius of 396.55 feet, and measured along a chord bearing North 16 degrees 49 minutes 05 seconds East, a distance of 212.55 feet to the ending point of said curve;
Thence North 37 degrees 12 minutes 59 seconds East, a distance of 96.67 feet;
Thence North 38 degrees 38 minutes 32 seconds East, a distance of 98.72 feet;
Thence 210.93 feet along an arc of a curve convex to the Northeast, having a radius of 1615.38 feet, and measured along a chord bearing North 47 degrees 42 minutes 56 seconds East, a distance of 210.78 feet to the ending point of said curve and the South ROW Line of Ontario Avenue;
Thence North 59 degrees 22 minutes 04 seconds East along said South ROW Line, a distance of 42.57 feet to the West ROW Line of North 15th Street;
Thence South 00 degrees 29 minutes 50 seconds East along said West ROW Line, a distance of 5.85 feet;
Thence 247.72 feet along an arc of a curve convex to the Southwest, having a radius of 1605.38 feet, and measured along a chord bearing South 48 degrees 24 minutes 43 seconds West, a distance of 247.48 feet to the ending point of said curve;
Thence South 38 degrees 38 minutes 32 seconds West, a distance of 102.13 feet;
Thence South 40 degrees 16 minutes 22 seconds West, a distance of 92.25 feet;
Thence 212.25 feet along an arc of a curve convex to the Southwest, having a radius of 391.55 feet, and measured along a chord bearing South 16 degrees 50 minutes 02 seconds West, a distance of 209.66 feet to the ending point of said curve;
Thence 212.49 feet along an arc of a curve concave to the Southeast, having a radius of 2640.69 feet, and measured along a chord bearing South 01 degrees 26 minutes 09 seconds East, a distance of 212.43 feet to the ending point of said curve;
Thence South 00 degrees 55 minutes 54 seconds East, a distance of 207.60 feet;
Thence South 06 degrees 16 minutes 15 seconds East, a distance of 23.73 feet;
Thence South 31 degrees 42 minutes 33 seconds West, a distance of 32.84 feet;
Thence North 86 degrees 08 minutes 03 seconds East, a distance of 88.59 feet;
Thence 233.33 feet along an arc of a curve convex to the Southeast, having a radius of 1784.23 feet, and measured along a chord bearing South 08 degrees 58 minutes 50 seconds East, a distance of 233.16 feet to the ending point of said curve;
Thence 195.33 feet along an arc of a curve convex to the Southeast, having a radius of 858.39 feet, and measured along a chord bearing South 03 degrees 01 minutes 26 seconds East, a distance of 194.91 feet to the ending point of said curve;
Thence 182.52 feet along an arc of a curve convex to the Southwest, having a radius of 419.26 feet, and measured along a chord bearing South 12 degrees 18 minutes 56 seconds West, a distance of 181.08 feet to the ending point of said curve;
Thence 191.97 feet along an arc of a curve convex to the Southwest, having a radius of 316.23 feet, and measured along a chord bearing South 36 degrees 23 minutes 09 seconds West, a distance of 189.04 feet to the ending point of said curve;
Thence South 41 degrees 24 minutes 38 seconds West, a distance of 17.92 feet;
Thence 96.40 feet along an arc of a curve convex to the Southwest, having a radius of 258.78 feet, and measured along a chord bearing South 74 degrees 11 minutes 22 seconds West, a distance of 95.84 feet to the ending point of said curve;
Thence South 04 degrees 58 minutes 48 seconds West, a distance of 15.04 feet;
Thence North 85 degrees 01 minutes 12 seconds West, a distance of 5.00 feet;
Thence North 04 degrees 58 minutes 48 seconds East, a distance of 14.28 feet;
Thence South 87 degrees 11 minutes 32 seconds West, a distance of 106.72 feet;
Thence North 66 degrees 56 minutes 30 seconds West, a distance of 11.92 feet;
Thence South 87 degrees 20 minutes 20 seconds West, a distance of 185.52 feet;

Thence North 00 degrees 01 minutes 09 seconds East, a distance of 5.01 feet to the Point of Beginning.

PROPERTY LOCATED IN:

Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being identified as Tax Parcel 5928150170

EXHIBIT "B"

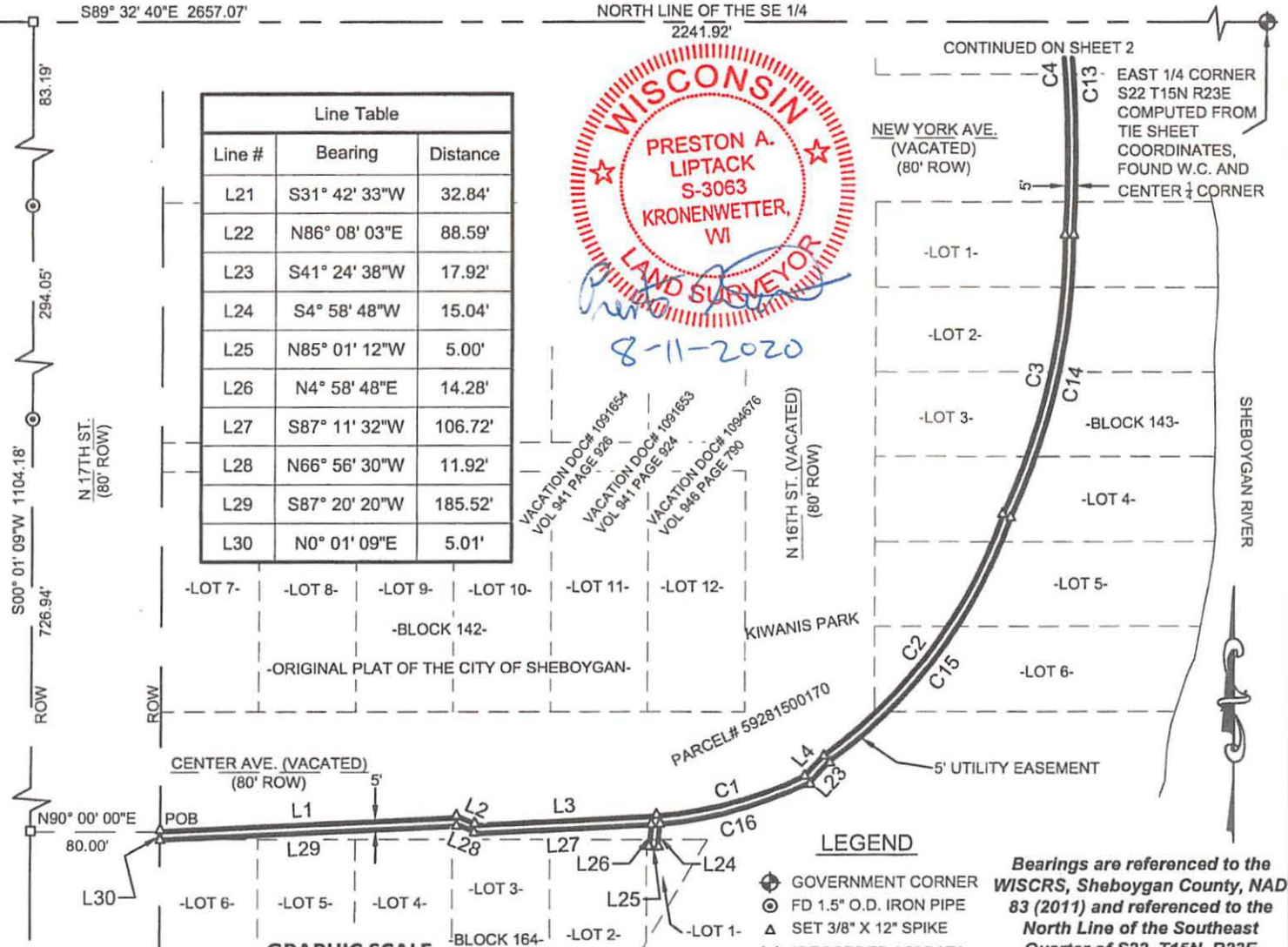
LOCATED IN PART OF LOTS 1 AND 6 OF BLOCK 164, LOTS 1-6 OF BLOCK 143, LOTS 1-6 OF BLOCK 138, LOTS 5-7 OF BLOCK 118, LOT 1 OF BLOCK 117, LOTS 1-11 OF BLOCK 113, VACATED STREETS CENTER AVE, NEW YORK AVE, WISCONSIN AVE, KINZIE ST, AND N 16TH ST ALL OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND PART OF GOVERNMENT LOTS 2 AND 3 OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

415.15' ——— S89° 32' 40"E 2657.07' ——— NORTH LINE OF THE SE 1/4 2241.92'

CENTER 1/4 CORNER
S22 T15N R23E
FOUND CHISELED X

Line Table		
Line #	Bearing	Distance
L1	N87° 20' 20"E	185.28'
L2	S67° 31' 06"E	12.18'
L3	N87° 11' 32"E	109.49'
L4	N41° 24' 38"E	17.49'
L5	S86° 08' 03"W	91.71'
L6	N3° 51' 57"W	3.24'
L7	N31° 42' 33"E	36.86'
L8	N6° 16' 15"W	22.24'
L9	N0° 55' 54"W	206.03'
L10	N88° 16' 23"W	84.98'
L11	N1° 43' 37"E	5.00'
L12	S88° 16' 23"E	84.85'
L13	N37° 12' 59"E	96.67'
L14	N38° 38' 32"E	98.72'
L15	N59° 22' 04"E	42.57'
L16	S0° 29' 50"E	5.85'
L17	S38° 38' 32"W	102.13'
L18	S40° 16' 22"W	92.25'
L19	S0° 55' 54"E	207.60'
L20	S6° 16' 15"E	23.73'

Line Table		
Line #	Bearing	Distance
L21	S31° 42' 33"W	32.84'
L22	N86° 08' 03"E	88.59'
L23	S41° 24' 38"W	17.92'
L24	S4° 58' 48"W	15.04'
L25	N85° 01' 12"W	5.00'
L26	N4° 58' 48"E	14.28'
L27	S87° 11' 32"W	106.72'
L28	N66° 56' 30"W	11.92'
L29	S87° 20' 20"W	185.52'
L30	N0° 01' 09"E	5.01'



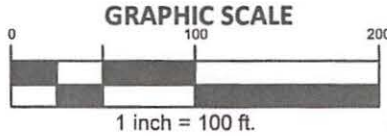
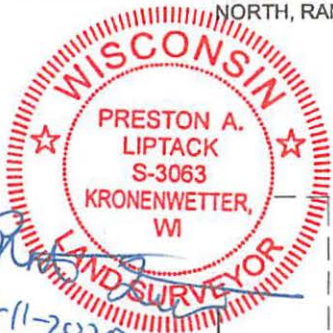
LEGEND

- ⊕ GOVERNMENT CORNER
- ⊙ FD 1.5" O.D. IRON PIPE
- △ SET 3/8" X 12" SPIKE
- () "RECORDED AS" DATA
- COMPUTED POINT
- POB POINT OF BEGINNING

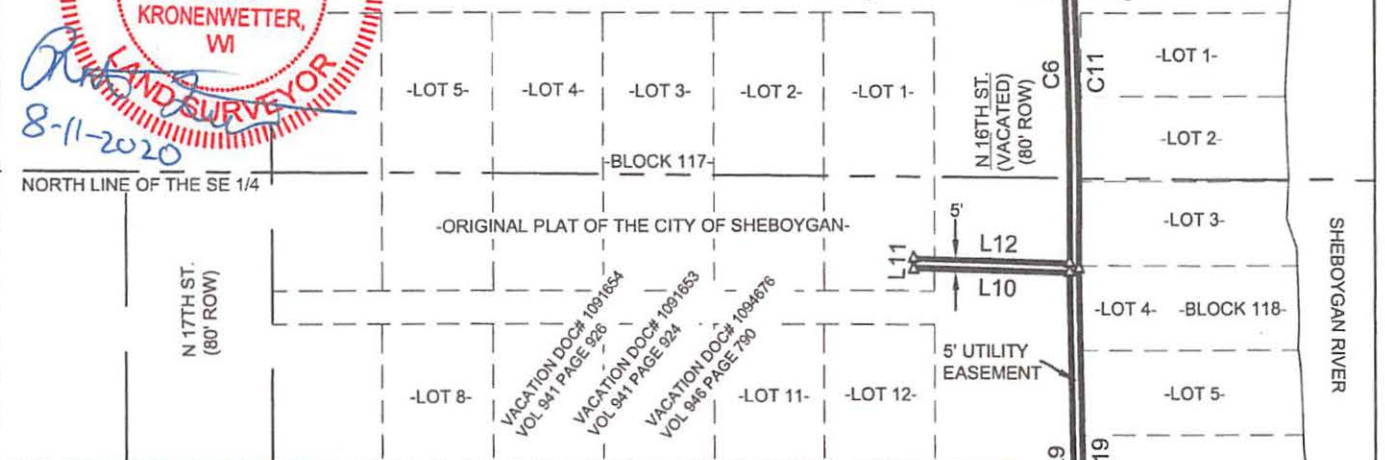
Bearings are referenced to the WISCRS, Sheboygan County, NAD 83 (2011) and referenced to the North Line of the Southeast Quarter of S22, T15N, R23E measured as S89° 32' 40"E

EXHIBIT "B"

LOCATED IN PART OF LOTS 1 AND 6 OF BLOCK 164, LOTS 1-6 OF BLOCK 143, LOTS 1-6 OF BLOCK 118, LOTS 5-7 OF BLOCK 118, LOT 1 OF BLOCK 117, LOTS 1-11 OF BLOCK 113, VACATED STREETS CENTER AVE, NEW YORK AVE, WISCONSIN AVE, KINZIE ST, AND N 16TH ST ALL OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND PART OF GOVERNMENT LOTS 2 AND 3 OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



CONTINUED ON SHEET 3



Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length	Tangent In	Tangent Out
C1	253.78	21°31'44"	95.36	N74°30'07"E	94.80	N85°16'00"E	N63°44'15"E
C2	311.23	34°55'40"	189.73	N36°24'45"E	186.81	N53°52'35"E	N18°56'54"E
C3	414.26	24°59'59"	180.75	N12°19'20"E	179.32	N24°49'19"E	N0°10'40"W
C4	853.39	13°03'41"	194.54	N3°01'29"W	194.12	N3°30'21"E	N9°33'20"W
C5	1779.23	7°21'40"	228.58	N8°54'31"W	228.43	N5°13'41"W	N12°35'20"W
C6	2635.69	4°32'57"	209.27	N1°28'16"W	209.22	N0°48'13"E	N3°44'45"W
C7	396.55	31°05'25"	215.18	N16°49'05"E	212.55	N32°21'47"E	N1°16'23"E
C8	1615.38	7°28'53"	210.93	N47°42'56"E	210.78	N51°27'22"E	N43°58'29"E
C9	1605.38	8°50'28"	247.72	S48°24'43"W	247.48	S52°49'58"W	S43°59'29"W
C10	391.55	31°03'30"	212.25	S16°50'02"W	209.66	S32°21'47"W	S1°18'18"W
C11	2640.69	4°36'37"	212.49	S1°26'09"E	212.43	S0°52'10"W	S3°44'27"E
C12	1784.23	7°29'34"	233.33	S8°58'50"E	233.16	S5°14'03"E	S12°43'37"E
C13	858.39	13°02'17"	195.33	S3°01'26"E	194.91	S3°29'43"W	S9°32'34"E
C14	419.26	24°56'33"	182.52	S12°18'56"W	181.08	S24°47'13"W	S0°09'20"E
C15	316.23	34°46'55"	191.97	S36°23'09"W	189.04	S53°46'37"W	S18°59'42"W
C16	258.78	21°20'35"	96.40	S74°11'22"W	95.84	S84°51'40"W	S63°31'05"W

JULY 15, 2020

Fond Du Lac - Green Bay - Madison - New Berlin
800.465.8050

LEGEND
 ▲ SET 3/8" X 12" SPIKE

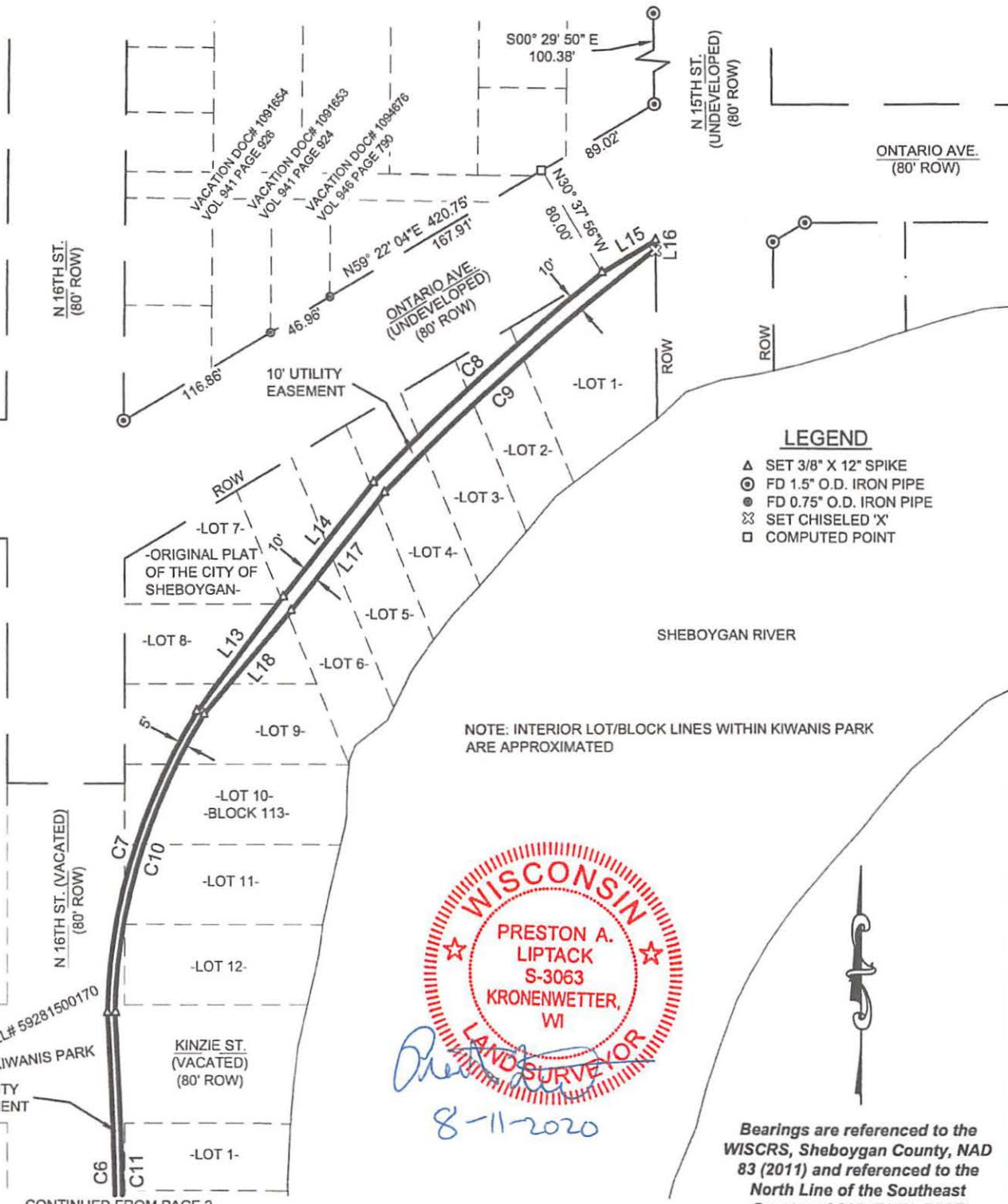
Bearings are referenced to the WISCRS, Sheboygan County, NAD 83 (2011) and referenced to the North Line of the Southeast Quarter of S22, T15N, R23E measured as S89° 32' 40"E



CONTINUED FROM SHEET 1

EXHIBIT "B"

LOCATED IN PART OF LOTS 1 AND 6 OF BLOCK 164, LOTS 1-6 OF BLOCK 143, LOTS 1-6 OF BLOCK 138, LOTS 5-7 OF BLOCK 118, LOT 1 OF BLOCK 117, LOTS 1-11 OF BLOCK 113, VACATED STREETS CENTER AVE, NEW YORK AVE, WISCONSIN AVE, KINZIE ST, AND N 16TH ST ALL OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND PART OF GOVERNMENT LOTS 2 AND 3 OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



LEGEND

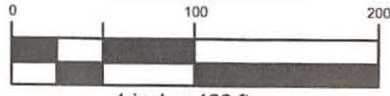
- ▲ SET 3/8" X 12" SPIKE
- ⊙ FD 1.5" O.D. IRON PIPE
- FD 0.75" O.D. IRON PIPE
- ⊗ SET CHISELED 'X'
- COMPUTED POINT

NOTE: INTERIOR LOT/BLOCK LINES WITHIN KIWANIS PARK ARE APPROXIMATED



Bearings are referenced to the WISCRS, Sheboygan County, NAD 83 (2011) and referenced to the North Line of the Southeast Quarter of S22, T15N, R23E measured as S89° 32' 40"E

GRAPHIC SCALE



JULY 15, 2020



VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. November 2, 2020.

Your Committee to whom was referred Res. No. 109-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to execute a 10' X 10' Underground Electric Easement for Wisconsin Power and Light Company at Kiwanis Park (No. 59281500170); recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.6

Res. No. 109 - 20 - 21. By Alderpersons Dekker and Sorenson.
October 19, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a 10' x 10' Underground Electric Easement for Wisconsin Power and Light Company at Kiwanis Park (No. 59281500170).

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a 10' x 10' Underground Electric Easement at Kiwanis Park (Parcel No. Parcel 59281500170), a copy of which is attached hereto, to Wisconsin Power and Light Company.

Adopt

Dan Dekker
Jim Sorenson

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

Document No.

**EASEMENT UNDERGROUND
ELECTRIC AND COMMUNICATION**

The undersigned **City of Sheboygan, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor in the **City of Sheboygan, County of Sheboygan, State of Wisconsin**, said "Easement Area" to be described as follows:

See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.

This easement is subject to the following conditions:

- Designated Facilities:** Grantor does hereby warrant and represent that Grantor and his predecessors in title to the above described premises subject to this easement, have been openly, notoriously and adversely occupied by Grantor and his predecessors in title for a period in excess of 40 years; that during said time no person or entity has ever made claim to said premises; and that during said time, Grantor has improved said premises continuously during said period. This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
- Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
- Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
- Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
- Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
- Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
- Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
- Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
- Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
- Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
P.O. Box 77007
Madison, WI 53707-1007

Parcel Identification Number(s)

59281500170

WITNESS the signature(s) of the Grantor this _____ day of _____, 2020.

City of Sheboygan

_____(SEAL)
Signature

_____(SEAL)
Signature

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
COUNTY OF _____) SS

Personally came before me this _____ day of _____, 2020, the above named _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by
Jamie Friis – Mi-Tech Services, Inc.

Checked by
Steve A. Ksobiech
October 14, 2020

Project Title:	Sheboygan WI, N 17 th St Conv OH to UG
ERP Activity ID:	4173829
Tract No.:	1
REROW No.:	

Exhibit A

GRANTOR'S PARCEL:

The Original Plat of All Blocks 113, 117, 118, 138, 139, 142, 143, 164, 167 and the Vacated East-West alleys in said blocks. Also, part of Block 163, and the East 210' of Blocks 141, 165 and 166, and the Vacated East-West Alleys lying within said blocks. Also, Lots 7 through 12 in Block 114, and the Vacated West 265' of the East-West Alley of said block; Also the East 30' of Lot 9 and all of Lots 10 through 12 of Block 140 and the South half of the Vacated East-West alley adjacent to said lots; Also vacated North River Street between Block 163 and Blocks 164, 166, 167; Also vacated North 16th St lying between the easterly extended south line of the East-West Alley of Block 114 and the South line of Center Ave, and Part Vacated Niagara Ave, Wisconsin Ave, New York Ave, Center Ave, Pennsylvania Ave adjacent; Also, Lot 4 and part of lots 2 & 3 of Block 114, all in Kiwanis Park, Sheboygan County, Wisconsin.

EASEMENT AREA:

A 10' x 10' Utility Easement located in part of Lot 6 of Block 142 of the Original Plat of the City of Sheboygan, and in part of Government Lot 3 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 22;

Thence South 89 degrees 32 minutes 40 seconds East along the North Line of the Southeast Quarter of said Section 22, a distance of 415.15 feet;

Thence South 00 degrees 01 minutes 09 seconds West along the West Right-of-Way (ROW) Line of North 17th Street, a distance of 821.09 feet;

Thence North 90 degrees 00 minutes 00 seconds East, a distance of 80.00 feet to the East ROW of North 17th Street and the Point of Beginning;

Thence South 89 degrees 58 minutes 51 seconds East perpendicular to said East ROW Line, a distance of 10.00 feet;

Thence South 00 degrees 01 minutes 09 seconds West parallel to said East ROW Line, a distance of 10.00 feet;

Thence North 89 degrees 58 minutes 51 seconds West perpendicular to said East ROW Line, a distance of 10.00 feet;

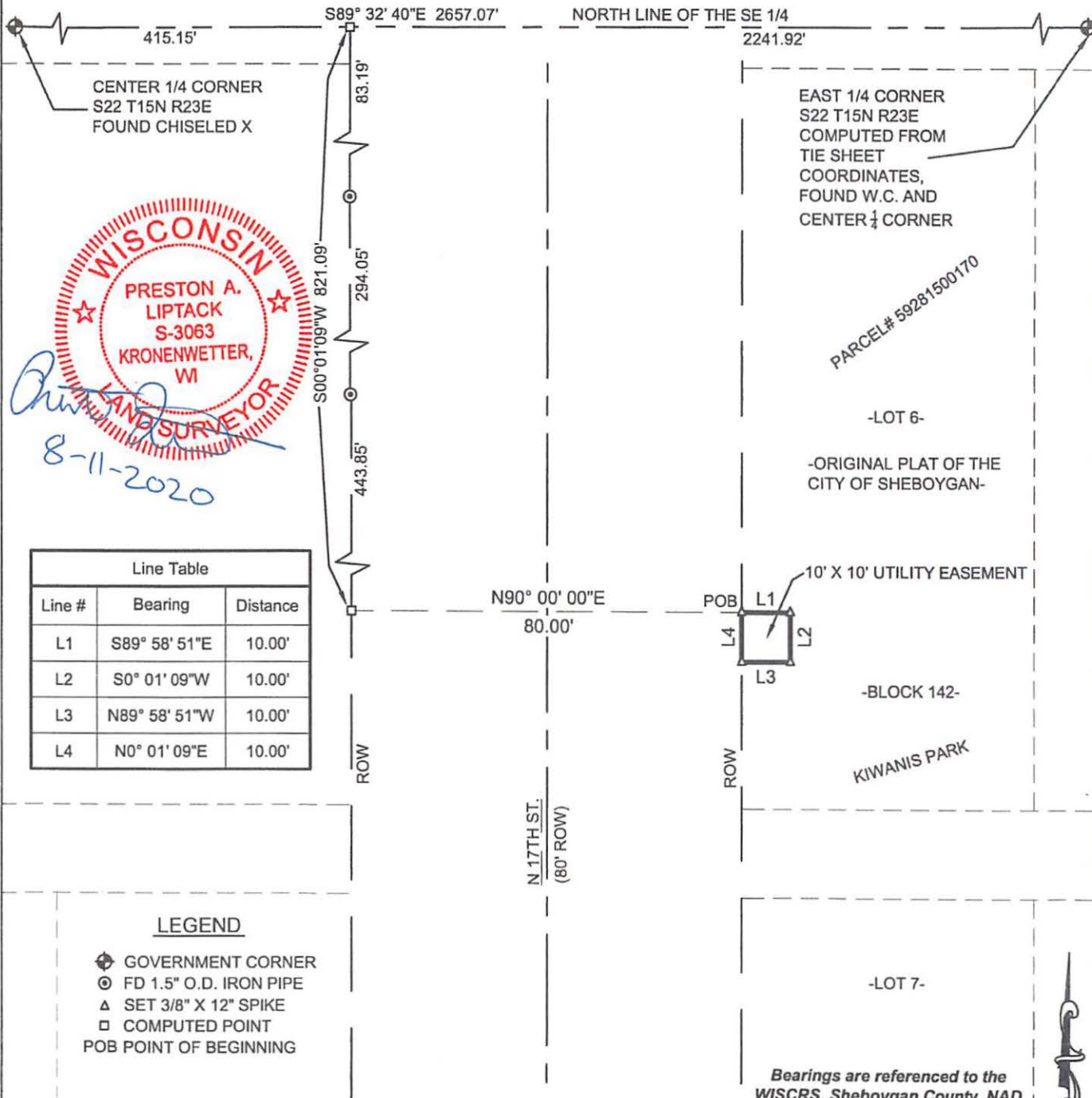
Thence North 00 degrees 01 minutes 09 seconds East along said East ROW Line, a distance of 10.00 feet to the Point of Beginning.

PROPERTY LOCATED IN:

Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being identified as Tax Parcel 5928150170

EXHIBIT "B"

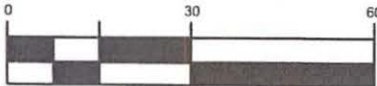
LOCATED IN PART OF LOT 6 OF BLOCK 142 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND PART OF GOVERNMENT LOT 3 OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



JULY 15, 2020

mi-TECH
Fond Du Lac • Green Bay • Madison • New Berlin
800.465.8050

GRAPHIC SCALE



1 inch = 30 ft.

Bearings are referenced to the WISCRS, Sheboygan County, NAD 83 (2011) and referenced to the North Line of the Southeast Quarter of S22, T15N, R23E measured as S89° 32' 40"E

ALLIANT - 4173829

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. November 2, 2020.

Your Committee to whom was referred Res. No. 110-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to execute a Supplemental Amendment No. 2 to Department of the Army Lease No. DACW35-1-03-3001, which authorized public park and recreational improvements on certain federal property along Lake Michigan near the Sheboygan River; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.7

Res. No. 110 - 20 - 21. By Alderpersons Dekker and Sorenson.
October 19, 2020.

A RESOLUTION authorizing the appropriate City officials to execute Supplemental Amendment No. 2 to Department of the Army Lease No. DACW35-1-03-3001, which authorized public park and recreational improvements on certain federal property along Lake Michigan near the Sheboygan River.

WHEREAS, in March 2003, the Secretary of the Army and the City of Sheboygan entered into Department of the Army Lease No. DACW35-1-03-3001 (the "Original Lease"); and

WHEREAS, the Original Lease allowed the City to use certain federal property along Lake Michigan near the Sheboygan River - referred to in the Original Lease as the Sheboygan Harbor and River Federal Navigation Project - for park and recreational activities; and

WHEREAS, due to a reorganization of the U.S. Army Corps of Engineers, certain technical amendments to the Original Lease, which are shown in the attached Supplemental Agreement No. 2 to Department of the Army Lease No. DACW35-1-03-3001, are appropriate.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is hereby authorized to execute Supplemental Amendment No. 2 to Department of the Army Lease No. DACW35-1-03-3001, with City Clerk Meredith DeBruin executing the Certificate of Authority.

PA
adopt

Dean Dekker
Ben Sorenson

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

NOTE: The CERTIFICATE OF AUTHORITY must be executed by an individual other than by the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the
(someone other than the person signing the agreement)

_____ for the City of
(my position of responsibility within the organization)

Sheboygan, Wisconsin (Lessee) and that

_____, who signed the agreement

on behalf of the Lessee was at the time of

signature its _____, and that person
(position held)

who executed the agreement on behalf of the Lessee acted within his/her
statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification

this _____ day of _____, _____.

(Signature)

**DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
SUPPLEMENTAL AGREEMENT NO. 2
TO DEPARTMENT OF THE ARMY
LEASE NO. DACW35-1-03-3001**

THIS SUPPLEMENTAL AGREEMENT entered into this _____ day of _____, by and between the **CITY OF SHEBOYGAN, WISCONSIN** hereinafter called the Lessee, and the **SECRETARY OF THE ARMY**, hereinafter called the Government.

WITNESSETH:

WHEREAS, the parties hereto entered into Department of the Army Lease No. DACW35-1-03-3001, executed on 20 March 2003, which authorized public park and recreational improvements at the Sheboygan Harbor Federal Navigation Project, Wisconsin, as more accurately described in the original lease; and,

WHEREAS, Supplemental Agreement No. 1, executed on 13 May 2003, modified certain terms and conditions of the lease; and,

WHEREAS, this Federal Navigation Project has been transferred from the U.S. Army Corps of Engineers' Detroit District to the Chicago District; and,

WHEREAS, administrative changes were necessary to update the lease document.

NOW, THEREFORE, effective immediately, the lease is modified in the following particulars, but in no others:

All references to the "Detroit District" in the original lease be revised to read "Chicago District."

Condition No. 3 (“Notices”) is **REPLACED** in its entirety, hereto and made part of the lease:

“3. All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to the:

City of Sheboygan
Department of Public Works
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

and if to the United States, to the:

U.S. Army Engineer District, Detroit
Attn: Chief, Real Estate Office
477 Michigan Avenue
Detroit, Michigan 48226

or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.”

Conditions No. 36c4, 36d, and 36i (“Special Provisions”) are modified by **REPLACING** all references to the point of contact for coordination and data submittal to the following: U.S. Army Corps of Engineers, Operations Manager, Wisconsin Project Office. The current Operations Manager is Mr. Robert Stanick, and he can be reached by e-mail at Robert.L.Stanick@usace.army.mil or by phone at (920) 380-7102.

EXCEPT AS MODIFIED ABOVE, all other terms and conditions of the lease, remain in full force and effect.

WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 on the date first above written.

CITY OF SHEBOYGAN, WISCONSIN

_____ (signature)

_____ (printed name)

_____ (title)

_____ (date)

**BY AUTHORITY OF THE
SECRETARY OF THE ARMY**

Michael B. Rohde
Acting Chief, Real Estate Office
Real Estate Contracting Officer

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. November 2, 2020.

Your Committee to whom was referred Res. No. 111-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for services related to the South Side Sanitary Sewer Study; recommends adopting the Resolution.

_____ 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

48

Res. No. III - 20 - 21. By Alderpersons Dekker and Sorenson.
October 19, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for services related to the South Side Sanitary Sewer Study.

RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Foth Infrastructure and Environment, LLC in substantially similar form to that attached, for services related to the South Side Sanitary Sewer Study.

BE IT FURTHER RESOLVED: That consistent with the spending authority previously delegated to Staff, the appropriate City officials may - subject to the availability of funds - draw funds not to exceed \$50,000 in total from Account # 60138300-521150 in payment of this Agreement with Foth Infrastructure and Environment, LLC and any other agreement with Foth Infrastructure and Environment related to the South Side Sanitary Sewer Study.

BE IT FURTHER RESOLVED: That the director of public works or the director's designee is appointed as the City's Authorized Representative pursuant to Section 2.2 of the contract with Foth Infrastructure and Environment, LLC.

Pls adopt

Dean Dekker
Ben Sorenson

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



AGREEMENT FOR SERVICES

Project Title
(the "Project"): Southside Sanitary Sewer Study Review Phase 2-Alliant Alt.

FOTH Project Number: _____

CLIENT Project Number: _____
(If applicable)

This Agreement for Services (hereinafter "Agreement") is made and entered into this ____ day of ____, 20____, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and City of Sheboygan, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan

Address: Department of Public Works, 2026 New Jersey Avenue, Sheboygan WI 53081-4714

Phone No: 920-459-3440 Email Address: Ryan.Sazama@sheboyganwi.gov

Scope of Services:

Client hereby agrees to retain Consultant to perform the following Services for the review of the Alliant route to verify that it is a viable alternative to the Weeden Creek Parkway route as previously studied in the March 2019 Draft of the South Side Sanitary Sewer Study performed by a separate consultant. The following is a summary of scope items for this refined Phase 2 analysis:

- Project Management
- Floodplain Identification
- Wetland Mapping Review
- Soils Mapping Review
- Field Review
- Route Plan and Profiles Using LIDAR
- GIS Exhibit
- Construction Cost Estimate
- Final Tech Memo Preparation

Phase	Estimated Fee
1 Existing Report Review & Field Review of Existing Pump Station & Confirm Existing Report Capacity Calculations and Recommendations & On-site Meeting & Technical Summary Memo	Completed
2 Prepare Alliant Alternated Feasibility and Cost Estimate	\$11,000 - \$12,800
3 Final Facility Plan for Regional Planning	T.B.D. *
4 Commission & WDNR Submittal (Future Option) Prepare Project Bidding Document for Final Design Needs	T.B.D. *
Total Estimated Engineering Fee Range (Other phases (*) would be added as requested, as approved.)	\$11,000 - \$12,800

Schedule: Services shall be performed according to the following anticipated schedule:

Phase	Duration	Time Frame
Draft Study Review Phase	2 Months	Completed
Alliant Alternative Feasibility	2 Months	September – October 2020
Facility Plan Phase (Future Option)	6 Months	January 2021 – June 2021
Survey and Final Design Phase (Future Option)	8-10 Months	July – December 2021
Bidding (Future Option)	1 Month	January 2022
Construction (Future Option)	22 Months	February 2022-October 2023

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

Lump-Sum in the amount of \$.00

Unit Cost/Time Charges (Standard Rates)

Other as stated here: Per standard 2020 hourly rates summarized above in the scope phase estimated fee ranges and described in the above.

Special Conditions (if any):


The attached Agreement for Services Standard Terms and Conditions is made a part hereof and incorporated into this Agreement.

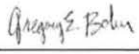
IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed: _____
Name (printed): _____
Title: _____
Date: _____

CONSULTANT

Signed:  _____
Name (printed): Thomas J. Ludwig
Title: State Operations Director
Date: August 14, 2020

Signed:  _____
Name (printed): Gregory E. Bolin
Title: Senior Project Manager
Date: August 14, 2020

**AGREEMENT FOR SERVICES
STANDARD TERMS AND CONDITIONS**

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

1.2 Compliance with Laws - In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

4.2 Waiver of Subrogation - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and defend Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, and liabilities, including legal fees and expenses, for third party claims of bodily injury, sickness, or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 *et seq.*, as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be

connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the invoiced Services and payment in full of all monies due to Consultant on such invoice. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission.

Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

13.1 Insufficient Funding Termination - If funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding. Client will provide at least thirty (30) days written notice of such termination. Client will ensure reasonable efforts to ensure appropriated funds are available.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project .

14.1 Notices - Any notice required by this Agreement shall be made in writing to the individuals and addresses specified below:

- i. City of Sheboygan: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, WI 53083
- ii. Foth Infrastructure & Environment, LLC : 2121 Innovation Ct., Suite 300, De Pere, WI 54115 Attn: Chief Risk Officer
- iii. Nothing in this Section shall be construed as limiting or prohibiting communication between the parties in the ordinary course of the Agreement.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

15.1 Open Records - Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law resulting from Consultant's action or inaction with respect to public records in its sole control. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Consultant's schedule and compensation under this Agreement will be equitably adjusted in the event of any such delay.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. November 2, 2020.

Your Committee to whom was referred Res. No. 112-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into a contract with Wondra Construction, Inc. for grading and related work at the Butzen Farm property for the Butzen Sports Complex; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.9

Res. No. 112 - 20 - 21. By Alderpersons Dekker and Sorenson.
October 19, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Wondra Construction, Inc. for grading and related work at the Butzen Farm property for the Butzen Sports Complex.

WHEREAS, the City of Sheboygan has advertised for bids to perform grading and related work at the Butzen Farm property for the Butzen Sports Complex; and

WHEREAS, nine bids were received; and

WHEREAS, the low bid was from Wondra Construction, Inc. in the amount of \$331,926.00; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached agreement with Wondra Construction, Inc. for grading and related work at the Butzen Farm property for the Butzen Sports Complex.

BE IT FURTHER RESOLVED: That for the avoidance of doubt, the Director of Public Works may exercise the powers delegated to the Owner under the agreement.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$331,926.00, from Account # 40053000-631100 (Improvements Other Than Buildings) to pay for the services performed pursuant to this agreement.

PA adopt.

Dem Dekker

Jim Sorenson

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

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Wondra Construction Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Butzen Sports Complex Grading – Butzen Farm.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- Grading and Excavation Common
- Erosion Control (Silt Fence, Erosion Bales, Culvert Pipe Checks and Tracking Pads)
- Restoration (Topsoil, Seed, Fertilizer and Mulch)

2.02 City of Sheboygan Resolution: _____

2.03 City of Sheboygan Account Number: _____

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan Engineering Division is designated as Designer.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The work will be substantially complete no later than June 11, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 00 52 00-1 to -7, inclusive).
 2. Performance bond (pages 00 61 13-1 to 00 61 13 - ____, inclusive).
 3. Payment bond (pages 00 61 14-1 to 00 61 14- ____, inclusive).
 4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and the Drawings.
 5. Addenda (not attached but incorporated by reference) (number 1).
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages 1).
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Sheboygan

By: _____
(signature)

By: _____
(signature)

Name,
Title: Todd Wolf, City Administrator

Name,
Title: _____
(printed)

Date: _____

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

Address for giving notices:

City of Sheboygan - Engineering
2026 New Jersey Avenue
Sheboygan, WI 53081

License No.: _____
(where applicable)

Signed by:

Approved as to form and Execution:

By: _____
(signature)

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

**Butzen Sports Complex Grading
 Butzen Farm**

SECTION	TITLE	PAGES
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
00 01 01	Cover	00 01 01-1
00 01 10	Table of Contents	00 01 10-1
00 11 13	Advertisements for Bids	00 11 13-1
00 21 13	Instructions to Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	1 Page
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-7
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1 to 00 63 63-2
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
00 73 00	Supplementary Conditions	00 73 00-1 to 00 73 00-13
01 00 00	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	01 11 00-1
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-6
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
31 00 00	EARTHWORK	
31 25 00	Erosion Control	31 25 00-1 to 31 25 00-3
99 00 00	SPECIAL PROVISIONS	
99 00 01	Project Special Provisions	6 Pages

2450-20 Butzen Sports Complex Grading (#7321173)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

10/08/2020 10:00 AM CDT

Wondra Construction, Inc.						
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price ²	Extension ³
1	205.0100	Excavation Common	CY	63560	\$3.10	\$197,036.00
2	520.1018	Apron Endwalls for Culvert Pipe 18-Inch	Each	2	\$500.00	\$1,000.00
3	520.3318	Culvert Pipe Class III-A 18-Inch	LF	26	\$70.00	\$1,820.00
4	619.1000	Mobilization	Each	1	\$15,000.00	\$15,000.00
5	628.1104	Erosion Bales	Each	20	\$20.00	\$400.00
6	628.1504	Silt Fence	LF	5500	\$1.70	\$9,350.00
7	628.1520	Silt Fence Maintenance	LF	5500	\$0.01	\$55.00
8	628.7555	Culvert Pipe Checks	Each	3	\$155.00	\$465.00
9	628.7560	Tracking Pads	Each	2	\$2,150.00	\$4,300.00
10	B-1	Landscape Restoration	LS	1	\$100,000.00	\$100,000.00
11	B-2	Construction Staking	LS	1	\$2,500.00	\$2,500.00
Base Bid Total:						\$331,926.00

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. November 2, 2020.

Your Committee to whom was referred Res. No. 113-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into a contract with Specht Electric Co., Inc. to upgrade the access control and intercom system at the Sheboygan Police Department; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.10

Res. No. 113 - 20 - 21. By Alderpersons Dekker and Sorenson.
October 19, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Specht Electric Co., Inc. to upgrade the access control and intercom system at the Sheboygan Police Department.

WHEREAS, funding to upgrade the access control and intercom system at the Sheboygan Police Department (the "System Upgrade") was included in the 2020 Capital Improvements Budget; and

WHEREAS, City Staff has obtained and reviewed competitive bids for the System Upgrade and determined that the low bid, from Specht Electric Co., Inc. meets all of the requirements from the bid documents; and

WHEREAS, the Common Council of the City of Sheboygan believes that it is in the best interest in the City to award a contract to Specht Electric Co., Inc. for the System Upgrade.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with Specht Electric Co., Inc., a copy of which is attached hereto and incorporated herein, for the System Upgrade.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the work in the amount of \$61,883.00 from Account #47922100-621200 (Capital Improvements) for the System Upgrade.

pp
adopt.

Dean Dekker
Ben Sorenson

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

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
SPECHT ELECTRIC CO., INC.**

**TO UPGRADE THE ACCESS CONTROL AND INTERCOM SYSTEMS AT THE
SHEBOYGAN POLICE DEPARTMENT**

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2020 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Specht Electric Co., Inc. (“Contractor”).

WITNESSETH:

WHEREAS, the City is the owner of the Sheboygan Police Station at 1315 N. 23rd Street (the “Police Station”); and

WHEREAS, the City wishes to upgrade the existing access control and intercom system; and

WHEREAS, the City issued Request for Bids # 1990-20 to obtain bids from qualified providers of the materials and services needed to complete the upgrade (the “Services”); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor (“Bid”) is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement as Exhibit 1; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide all labor, equipment, and materials (including, to the extent necessary, software) necessary to furnish and install an upgraded key card access and call box style intercom system at the Police Station (the “System”) which will upgrade the existing System and provide good security at the Police Station (the “Services”). The upgraded call box style intercom system will completely divorce operation of the intercom system from the current Schneider iNet 7 system. The upgraded call box style intercom system will operate in concert with both the existing camera system and the new access control system.

The Services include commissioning and training, and any mechanical, electrical, structural, or plumbing modifications required to complete the Services.

Contractor is responsible for the provision of all licenses and permits¹ and for paying all legitimate costs required by private utility and communication companies as part of the Services.

Contractor's Services under this Agreement include the following:

- Specify, design and propose a System which has the capability to upgrade all of the equipment referenced in this Contract. The System must be able to be completely compatible and able to be seamlessly inter-operable with existing City of Sheboygan and County of Sheboygan Access Control systems. Final design of the System and exact quantities of access control and call box style intercom systems, and necessary related equipment and devices shall be the responsibility of Contractor. (The Bid Documents, which are incorporated into this Agreement, identify doors and intercom boxes and details about those doors and intercom boxes. Under no circumstances will the City assume liability for equipment that was overlooked and thus not included in Contractor's bid.)
- Inspect all equipment to be re-used to assure proper functionality.
- Refit all existing keyless access points with suitable new equipment on a one-for-one basis reusing existing electronic door strikes.
- Add one additional door strike and access point to the door between the Emergency Dispatch Center and the Dispatch Equipment Room (Door #114C). This will include a door strike, interface panel, all installation and wiring, and a receiver.
- The access control system to be used must be compatible with a Honeywell WinPak version 4.8 system and existing keycards and fobs and allow for interoperability with other systems in use at both the City of Sheboygan and the County of Sheboygan.
- Provide and install necessary door control software to allow authorized employees to remotely unlock exterior doors from their workstation when contacted via the call box intercom.
- Provide and install the necessary system management software and hardware to administer the system including the programming of keys and fobs.
- Upgrade the current call stations to new, unused equipment.
- Provide and install all necessary 4-door style access panels (such as Honeywell NX4L1 or equal).
- The Contractor is responsible for and will be expected to clean, calibrate, and inspect the condition, verify the operation, and document results for any and all components re-used.
- The Contractor shall provide all labor to procure, deliver, inspect, test, calibrate, and install all of the components, both new and existing that will be re-used to assure and result in a complete turnkey System that is able to be seamlessly integrated with other existing City and County systems.
- The Contractor will be wholly responsible to program, test, and commission the new System, including any filing of warranty documentation with the manufacturer.
- Contractor shall provide at least four hours of end user training in operation of the system.

¹ Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

The System shall:

- Have the ability to address and handle alarms both locally and remotely.
- Be able to demonstrate trend logging and charting.
- Use HID Iso Prox II Cards or equal
- Use HID Part # 1346LGSMV or equal pocket fobs
- Use 26 Bit Wiegand or equal compatible media

Contractor shall comply with the following best practices when installing new cabling or wiring associated with the installation of the System, including the replacement of existing cabling found to be unsuitable for re-use:

- Any low voltage cable installed above ceilings shall be plenum rated.
- Any cable that passes through walls shall be sleeved and fire-caulked.
- Any conduit that passes through walls shall be fire-caulked.
- Any low voltage cable installed above suspended ceilings shall be installed using j-hooks.
- Any exposed low voltage wiring (any voltage less than 120 V) shall be enclosed in conduit.
- Any 120 V wiring shall be enclosed in EMT conduit.

The Police Department currently uses a facility code of 18. The System shall be compatible with this.

For the avoidance of doubt, all administrative control of the System will remain at the Sheboygan Police Department.

For the avoidance of doubt, the System shall not include retrofitting or upgrading the following systems, some of which are integrated into the current Schneider Electric I-Net Seven DDC System:

- BAS / HVAC System
- Security System
- CCTV System

Contractor's Services shall be performed in accordance with the General Conditions, a copy of which is attached to this Agreement as Exhibit 2.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates Bernie Rammer and Mike Willmas as its Representatives for purposes of this Agreement. If the City's Representatives deem it appropriate, the City's Representatives may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representatives observe any work performed by the Contractor to not be in conformity with the Agreement, the City's Representatives will report that to the Contractor. The City's Representative will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$61,883.00 ("Contract Amount").

Within 10 days of receipt of the City's Notice to Proceed, the Contractor shall submit a complete breakdown of the Contract Amount, showing the value assigned to each part of the work, including an allowance for profit and overhead (the "Schedule of Values"). Upon approval of the breakdown of the Contract Amount by the City's Representative, it shall be used as the basis for all Requests for Payment.

Contractor may submit periodically, but not more than once each month, a Request for Payment of work done on the site. The Contractor shall furnish the City's Representative with information reasonably requested regarding the progress and execution of the work in order for the City's Representative to review the Request for Payment. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until Final Acceptance. No payment will be made for material merely stored at the job site.

Payment will be made to Contractor within 45 days of receipt of the Request for Payment. The Request for Payment shall be sent to:

**Michael Willmas
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081**

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts

as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may – in addition to the retained percentage – withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following (“Withheld Amounts”):

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City’s Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Performance and Payment Bond

Contractor shall, within 10 days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in a format acceptable to the City's Representative, in the amount of 100% of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within 30 calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services within 120 days of receiving the Notice to Proceed, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

No work aside from that performed during the regular work week will be allowed unless prior notice is given to the City's Representative and the City's Representative consents to the work being performed during that time. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

Article 8. Workmanship and Quality of Materials

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of the 4 hours of end user training:

- All equipment purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty.
- Contractor shall provide a two year warranty against defects for parts and labor.

All material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 9. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Access to Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, in which case Contractor must defend and hold the City harmless from liability under that law.

Contractor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of

claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Article 11. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, 10 days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety, for failure to complete the work or for defects in the work.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.

- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of 10 days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City². The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, claims, actions, causes of action, liens, losses, damages, costs, legal fees, expenses, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

² In the event that the City allows part of the Services to be subcontracted, Contractor shall still be fully responsible to the City for the acts or omissions of any subcontractor and anyone employed directly or indirectly by the subcontractor. This is in addition to any liability imposed by law upon the Contractor.

For the avoidance of doubt, this obligation to defend and hold the City harmless applies—among other instances—if the claimed liability arises out of:

- A violation of any law, ordinance, regulation, order, or decree by the Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor.
- The failure on the part of Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor, to complete any of the covenants, acts, matters, or things assigned to them under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and legal fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements.
- b. Commercial General Liability and Property Damage Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate. The Commercial General Liability Insurance shall include operations, contractor's

protective insurance, products coverage, completed operations, contractual coverage, underground coverage, and blasting, explosion, and collapse.

- c. Comprehensive Automobile Liability and Property Damage – Contractor shall acquire and maintain, for the duration of this Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles with a policy limit – for liability, bodily injury, and property damage – of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City’s Representative shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor’s provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not

prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 22. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Non-Discrimination and Equal Opportunity

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 25. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 26. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 27. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 29. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 30. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power,

authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

5. Authorized Representative of Equipment Manufacturer. Contractor represents and warrants that it is an authorized representative of the control Equipment Manufacturer, and has the ability to provide engineering, installation, programming, commissioning, and ongoing maintenance of the System.
6. Intellectual Property. Contractor shall pay for any royalties and license fees associated with intellectual property used in the completion of the Services. Contractor shall defend any suits or claims for infringement of any intellectual property rights related to the completion of the Services, and shall hold the City harmless from any liability associated with any such suit or claim.
7. Intent of Contract Documents.
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
 - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.
8. Definitions.
 - a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
 - b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
 - c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.
9. Background Checks. As the Services will be performed in a secure area, the City reserves the right to perform a criminal background check on any employee of the Contractor (or any approved subcontractor) performing work at the Police Station, and to prohibit any employee of Contractor from working at the Police Station.

10. Post-Commissioning. Under no circumstances shall Contractor withhold or retain the right to access or otherwise control the completed System following the installation and commissioning of the System without the express, written consent of the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Michael J. Vandersteen, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

EXHIBIT 2

GENERAL CONDITIONS

1. Adjacent Property

Personnel in the employ of the Contractor or any subcontractor shall not use any existing facilities on adjacent property, or trespass in or about adjacent facilities.

2. Changes in the Work

The City, without invalidating the Agreement, may order changes in the work consisting of additions, deletions, or modifications. In such instance, the Contract Sum and the Contract Time shall be adjusted accordingly. Any such changes in the work shall be authorized by written Change Order. The only individual authorized by the City to sign a written Change Order is the City's Representative.

The Contract Sum and the Contract Time may be changed only by Change Order or an Amendment to this Agreement.

The cost or credit to the City from a change in the work shall be determined by mutual agreement before executing the work involved.

If the City's Representative considers the cost or time in a proposal submitted by Contractor to be excessive or unreasonable, the City may request a proposal for the same change from other contractors. The City reserves the right to make an award of such work to another contractor, unless Contractor agrees to do the added or changed work for the price named by the other contractor.

3. Cleaning Up and Final Inspection

At all times, the Contractor shall keep the work site free from the accumulation of waste material or rubbish caused by its employees. At the completion of the work, Contractor shall remove all rubbish from and about the work, as well as all tools, equipment, scaffolding, and surplus materials. The completed work shall be left clean and ready for use.

4. Codes and Standards

All materials and workmanship shall comply with all applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations.

In case of difference between codes, specifications, state laws, local ordinances, industry standards, and utility company regulations and the Agreement, the most stringent shall govern.

Should Contractor perform any work that does not comply with the requirements of the applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations, Contractor shall bear all costs arising in correcting the deficiency.

Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:

1. Building Codes
 - a. ICC Codes
 - b. National Electric Code
 - c. Wisconsin Administrative Code
 - d. National Fire Code
2. Industry Standards, Codes, and Specifications
 - a. AIEE – American Institute of Electrical Engineers
 - b. ANSI – American National Standards Institute
 - c. ASHRAE – American Society of Heating, Refrigeration, and Air Conditioning Engineers
 - d. ASME – American Society of Mechanical Engineers
 - e. ASTM – American Society of Testing Materials
 - f. IPCEA – Insulated Power Cable Engineers Association
 - g. NBS – National Bureau of Standards
 - h. NEMA – National Electrical Manufacturers Association
 - i. NFPA – National Fire Protection Association
 - j. OSHA – Occupational Safety and Health Act
 - k. UL – Underwriters Laboratories
 - l. MSS – Manufacturers Standardization Society
 - m. AISC – American Institute of Steel Construction
 - n. AWS – American Welding Society
 - o. SMACNA – Sheet Metal and Air Conditioning Contractors National Association

5. Completion of Work

The Contractor is fully responsible for seeing that no work necessary to complete the project is inadvertently left out.

6. Correction of Work

Contractor shall correct any work that fails to conform to the requirements of the Agreement where such failure to conform appears during the progress of the work. Contractor shall also remedy any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of Final Payment to the Contractor or within such longer period of time as may be prescribed by law or by the terms of the Agreement with the City.

This requirement applies to work done by subcontractors and direct employees of the Contractor.

7. Correction of Work After Final Payment

Neither the Final Payment on this Agreement by the City nor any other provision in this Agreement shall relieve the Contractor or its Surety of the responsibility for the furnishing and installation of faulty materials or for faulty workmanship which shows up within the period provided by this Agreement, or of the responsibility of remedying such faulty workmanship and materials.

8. Cutting and Patching

The Contractor shall be responsible for all required cutting, and shall make all required repairs thereafter to the satisfaction of the City's Representative. In no case shall the Contractor cut into any major structural element, beam, or column without the written approval of the City's Representative.

9. Deduction for Uncorrected Work

If the City deems it expedient to accept work damaged or not done in accordance with the Agreement, an appropriate deduction from the contract price will be made to reflect the unsatisfactory work.

10. Delays

If the work of Contractor is delayed for any reason, Contractor shall have no claim against the City on that account other than an extension of time.

11. Fire Protection

The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

12. Labor

Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Agreement. The City's Representative shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions relating to the carrying out of the provisions and intent of the provisions of the Agreement, or who is incompetent, unfaithful, abusive, threatening, or disorderly in his conduct, and any such person shall not again be employed on this project.

13. Other Contracts

The City may award other contracts for additional work at the site of the project. Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under

other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

14. Public Safety and Convenience

The Contractor shall conduct its work as to ensure the least possible inconvenience to the general public and to the employees of the City.

15. Sanitary Convenience

Contractor shall have access to the use of sanitary facilities available to the general public.

16. Superintendence

The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative satisfactory to the City having the authority to act for the Contractor.

Insofar as is practicable, and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been accepted by the City's Representative to represent the Contractor shall so act, and shall follow without delay the instructions of the City's Representative in the prosecution of the work in conformity with the Agreement.

17. Use of Job Site

The Contractor shall confine its equipment, apparatus, the storage of materials, and operations of his workman to the limits indicated by the law, ordinances, permit, or directions of the City's Representative, and shall not encumber the premises with its equipment, apparatus, or materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall observe and enforce the City Representative's instructions regarding signs, advertisements, fires, and smoke.

EXHIBIT 1

BID
FORM

Sheboygan Police Department
Access Control and Intercom
System Upgrade

Bids Due: 1:00 PM, Thursday October 1, 2020

To: City of Sheboygan Finance Department
Attn: Bernard Rammer
828 Center Ave., Suite 110
Sheboygan, WI 53081
Bernard.rammer@sheboyganwi.us

Company Specht Electric Co., Inc.

Address 3212 Wilgus Avenue City Sheboygan Zip 53081

hereby agrees to provide all labor and materials as required for a complete, turn-key door access control and call-box style intercom system that has compatibility with other municipal buildings at various other locations at the pricing herein set forth.

ACCESS CONTROL and INTERCOM BASE BID

For the sum of Sixty-one thousand eight hundred eighty-three dollars and
00/100 cents

\$ 61,883.00

RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda numbers -0-

COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if awarded the contract, to commence the contract work on or before a date to be specified in a written notice to proceed, and to complete the work within the time stated in the Instructions to Bidders.


(Firm Name) Specht Electric Co., Inc.

(Telephone) 920-457-7321

(Email) john@spechtelectric.com

(Name of person signing) John Zimmerman

(Title) Estimator

Signature  John Zimmerman

Date 10/1/2020

(Seal, if bid is by a Corporation)

Date: 10/1/2020

End

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
SPECHT ELECTRIC CO., INC.**

**TO UPGRADE THE ACCESS CONTROL AND INTERCOM SYSTEMS AT THE
SHEBOYGAN POLICE DEPARTMENT**

This Agreement ("Agreement") is made and entered into effective this *18* day of *NOVEMBER*, 2020 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Specht Electric Co., Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City is the owner of the Sheboygan Police Station at 1315 N. 23rd Street (the "Police Station"); and

WHEREAS, the City wishes to upgrade the existing access control and intercom system; and

WHEREAS, the City issued Request for Bids # 1990-20 to obtain bids from qualified providers of the materials and services needed to complete the upgrade (the "Services"); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement as Exhibit 1; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Article I. Scope of Services

Contractor shall provide all labor, equipment, and materials (including, to the extent necessary, software) necessary to furnish and install an upgraded key card access and call box style intercom system at the Police Station (the "System") which will upgrade the existing System and provide good security at the Police Station (the "Services"). The upgraded call box style intercom system will completely divorce operation of the intercom system from the current Schneider iNet 7 system. The upgraded call box style intercom system will operate in concert with both the existing camera system and the new access control system.

The Services include commissioning and training, and any mechanical, electrical, structural, or plumbing modifications required to complete the Services.

Contractor is responsible for the provision of all licenses and permits¹ and for paying all legitimate costs required by private utility and communication companies as part of the Services.

Contractor's Services under this Agreement include the following:

- Specify, design and propose a System which has the capability to upgrade all of the equipment referenced in this Contract. The System must be able to be completely compatible and able to be seamlessly inter-operable with existing City of Sheboygan and County of Sheboygan Access Control systems. Final design of the System and exact quantities of access control and call box style intercom systems, and necessary related equipment and devices shall be the responsibility of Contractor. (The Bid Documents, which are incorporated into this Agreement, identify doors and intercom boxes and details about those doors and intercom boxes. Under no circumstances will the City assume liability for equipment that was overlooked and thus not included in Contractor's bid.)
- Inspect all equipment to be re-used to assure proper functionality.
- Refit all existing keyless access points with suitable new equipment on a one-for-one basis reusing existing electronic door strikes.
- Add one additional door strike and access point to the door between the Emergency Dispatch Center and the Dispatch Equipment Room (Door #114C). This will include a door strike, interface panel, all installation and wiring, and a receiver.
- The access control system to be used must be compatible with a Honeywell WinPak version 4.8 system and existing keycards and fobs and allow for interoperability with other systems in use at both the City of Sheboygan and the County of Sheboygan.
- Provide and install necessary door control software to allow authorized employees to remotely unlock exterior doors from their workstation when contacted via the call box intercom.
- Provide and install the necessary system management software and hardware to administer the system including the programming of keys and fobs.
- Upgrade the current call stations to new, unused equipment.
- Provide and install all necessary 4-door style access panels (such as Honeywell NX41.1 or equal).
- The Contractor is responsible for and will be expected to clean, calibrate, and inspect the condition, verify the operation, and document results for any and all components re-used.
- The Contractor shall provide all labor to procure, deliver, inspect, test, calibrate, and install all of the components, both new and existing that will be re-used to assure and result in a complete turnkey System that is able to be seamlessly integrated with other existing City and County systems.
- The Contractor will be wholly responsible to program, test, and commission the new System, including any filing of warranty documentation with the manufacturer.
- Contractor shall provide at least four hours of end user training in operation of the system.

¹ Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

The System shall:

- Have the ability to address and handle alarms both locally and remotely.
- Be able to demonstrate trend logging and charting.
- Use IHD Iso Prox II Cards or equal
- Use IHD Part # 1346L.GSMV or equal pocket fobs
- Use 26 Bit Wiegand or equal compatible media

Contractor shall comply with the following best practices when installing new cabling or wiring associated with the installation of the System, including the replacement of existing cabling found to be unsuitable for re-use:

- Any low voltage cable installed above ceilings shall be plenum rated.
- Any cable that passes through walls shall be sleeved and fire-caulked.
- Any conduit that passes through walls shall be fire-caulked.
- Any low voltage cable installed above suspended ceilings shall be installed using j-hooks.
- Any exposed low voltage wiring (any voltage less than 120 V) shall be enclosed in conduit.
- Any 120 V wiring shall be enclosed in EMT conduit.

The Police Department currently uses a facility code of 18. The System shall be compatible with this.

For the avoidance of doubt, all administrative control of the System will remain at the Sheboygan Police Department.

For the avoidance of doubt, the System shall not include retrofitting or upgrading the following systems, some of which are integrated into the current Schneider Electric I-Net Seven DDC System:

- BAS / HVAC System
- Security System
- CCTV System

Contractor's Services shall be performed in accordance with the General Conditions, a copy of which is attached to this Agreement as Exhibit 2.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates Bernie Rammer and Mike Willmas as its Representatives for purposes of this Agreement. If the City's Representatives deem it appropriate, the City's Representatives may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representatives observe any work performed by the Contractor to not be in conformity with the Agreement, the City's Representatives will report that to the Contractor. The City's Representative will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$61,883.00 ("Contract Amount").

Within 10 days of receipt of the City's Notice to Proceed, the Contractor shall submit a complete breakdown of the Contract Amount, showing the value assigned to each part of the work, including an allowance for profit and overhead (the "Schedule of Values"). Upon approval of the breakdown of the Contract Amount by the City's Representative, it shall be used as the basis for all Requests for Payment.

Contractor may submit periodically, but not more than once each month, a Request for Payment of work done on the site. The Contractor shall furnish the City's Representative with information reasonably requested regarding the progress and execution of the work in order for the City's Representative to review the Request for Payment. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until Final Acceptance. No payment will be made for material merely stored at the job site.

Payment will be made to Contractor within 45 days of receipt of the Request for Payment. The Request for Payment shall be sent to:

**Michael Willmas
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081**

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts

as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may in addition to the retained percentage withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following ("Withheld Amounts"):

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Performance and Payment Bond

Contractor shall, within 10 days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in a format acceptable to the City's Representative, in the amount of 100% of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within 30 calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services by January 29, 2021 or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

No work aside from that performed during the regular work week will be allowed unless prior notice is given to the City's Representative and the City's Representative consents to the work being performed during that time. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

Article 8. Workmanship and Quality of Materials

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of the 4 hours of end user training:

- All equipment purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty.
- Contractor shall provide a two year warranty against defects for parts and labor.

All material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 9. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Access to Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, in which case Contractor must defend and hold the City harmless from liability under that law.

Contractor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Article 11. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, 10 days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety, for failure to complete the work or for defects in the work.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of 10 days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City². The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City – including its Officials, Agents, and Employees – harmless from all liability, including, but not limited to, claims, actions, causes of action, liens, losses, damages, costs, legal fees, expenses, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

² In the event that the City allows part of the Services to be subcontracted, Contractor shall still be fully responsible to the City for the acts or omissions of any subcontractor and anyone employed directly or indirectly by the subcontractor. This is in addition to any liability imposed by law upon the Contractor.

For the avoidance of doubt, this obligation to defend and hold the City harmless applies among other instances if the claimed liability arises out of:

- A violation of any law, ordinance, regulation, order, or decree by the Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor.
- The failure on the part of Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor, to complete any of the covenants, acts, matters, or things assigned to them under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and legal fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. **Workers' Compensation Insurance** Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements.
- b. **Commercial General Liability and Property Damage Insurance** Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate. The Commercial General Liability Insurance shall include operations, contractor's protective insurance, products coverage, completed operations, contractual coverage, underground coverage, and blasting, explosion, and collapse.

- c. Comprehensive Automobile Liability and Property Damage Contractor shall acquire and maintain, for the duration of this Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles with a policy limit for liability, bodily injury, and property damage of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City's Representative shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement which may only occur in writing shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 22. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Non-Discrimination and Equal Opportunity

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 25. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk	Mr. Scott Specht
City of Sheboygan	Specht Electric & Communications
828 Center Ave.	3212 Wilgus Avenue
Sheboygan, Wisconsin 53083	Sheboygan, WI 53083

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 26. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 27. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 29. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed directly or indirectly by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 30. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power.

authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

5. Authorized Representative of Equipment Manufacturer. Contractor represents and warrants that it is an authorized representative of the control Equipment Manufacturer, and has the ability to provide engineering, installation, programming, commissioning, and ongoing maintenance of the System.
6. Intellectual Property. Contractor shall pay for any royalties and license fees associated with intellectual property used in the completion of the Services. Contractor shall defend any suits or claims for infringement of any intellectual property rights related to the completion of the Services, and shall hold the City harmless from any liability associated with any such suit or claim.
7. Intent of Contract Documents.
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
 - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.
8. Definitions.
 - a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
 - b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
 - c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.
9. Background Checks. As the Services will be performed in a secure area, the City reserves the right to perform a criminal background check on any employee of the Contractor (or any approved subcontractor) performing work at the Police Station, and to prohibit any employee of Contractor from working at the Police Station.

10. Post-Commissioning. Under no circumstances shall Contractor withhold or retain the right to access or otherwise control the completed System following the installation and commissioning of the System without the express, written consent of the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

BY: Michael J. Vandersteen
Michael J. Vandersteen, Mayor

ATTEST: Meredith DeBruin
Meredith DeBruin, City Clerk

DATE: 11-18-2020

CONTRACTOR

BY: Mr. Scott Specht
Mr. Scott Specht, President

ATTEST: _____

DATE: 11-5-2020

EXHIBIT 2

GENERAL CONDITIONS

1. Adjacent Property

Personnel in the employ of the Contractor or any subcontractor shall not use any existing facilities on adjacent property, or trespass in or about adjacent facilities.

2. Changes in the Work

The City, without invalidating the Agreement, may order changes in the work consisting of additions, deletions, or modifications. In such instance, the Contract Sum and the Contract Time shall be adjusted accordingly. Any such changes in the work shall be authorized by written Change Order. The only individual authorized by the City to sign a written Change Order is the City's Representative.

The Contract Sum and the Contract Time may be changed only by Change Order or an Amendment to this Agreement.

The cost or credit to the City from a change in the work shall be determined by mutual agreement before executing the work involved.

If the City's Representative considers the cost or time in a proposal submitted by Contractor to be excessive or unreasonable, the City may request a proposal for the same change from other contractors. The City reserves the right to make an award of such work to another contractor, unless Contractor agrees to do the added or changed work for the price named by the other contractor.

3. Cleaning Up and Final Inspection

At all times, the Contractor shall keep the work site free from the accumulation of waste material or rubbish caused by its employees. At the completion of the work, Contractor shall remove all rubbish from and about the work, as well as all tools, equipment, scaffolding, and surplus materials. The completed work shall be left clean and ready for use.

4. Codes and Standards

All materials and workmanship shall comply with all applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations.

In case of difference between codes, specifications, state laws, local ordinances, industry standards, and utility company regulations and the Agreement, the most stringent shall govern.

Should Contractor perform any work that does not comply with the requirements of the applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations, Contractor shall bear all costs arising in correcting the deficiency.

Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:

1. Building Codes
 - a. ICC Codes
 - b. National Electric Code
 - c. Wisconsin Administrative Code
 - d. National Fire Code
2. Industry Standards, Codes, and Specifications
 - a. IEEE - American Institute of Electrical Engineers
 - b. ANSI - American National Standards Institute
 - c. ASHRAE - American Society of Heating, Refrigeration, and Air Conditioning Engineers
 - d. ASME - American Society of Mechanical Engineers
 - e. ASTM - American Society of Testing Materials
 - f. IPCEA - Insulated Power Cable Engineers Association
 - g. NBS - National Bureau of Standards
 - h. NEMA - National Electrical Manufacturers Association
 - i. NFPA - National Fire Protection Association
 - j. OSHA - Occupational Safety and Health Act
 - k. UL - Underwriters Laboratories
 - l. MSS - Manufacturers Standardization Society
 - m. AISC - American Institute of Steel Construction
 - n. AWS - American Welding Society
 - o. SMACNA - Sheet Metal and Air Conditioning Contractors National Association

5. Completion of Work

The Contractor is fully responsible for seeing that no work necessary to complete the project is inadvertently left out.

6. Correction of Work

Contractor shall correct any work that fails to conform to the requirements of the Agreement where such failure to conform appears during the progress of the work. Contractor shall also remedy any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of Final Payment to the Contractor or within such longer period of time as may be prescribed by law or by the terms of the Agreement with the City.

This requirement applies to work done by subcontractors and direct employees of the Contractor.

7. Correction of Work After Final Payment

Neither the Final Payment on this Agreement by the City nor any other provision in this Agreement shall relieve the Contractor or its Surety of the responsibility for the furnishing and installation of faulty materials or for faulty workmanship which shows up within the period provided by this Agreement, or of the responsibility of remedying such faulty workmanship and materials.

8. Cutting and Patching

The Contractor shall be responsible for all required cutting, and shall make all required repairs thereafter to the satisfaction of the City's Representative. In no case shall the Contractor cut into any major structural element, beam, or column without the written approval of the City's Representative.

9. Deduction for Uncorrected Work

If the City deems it expedient to accept work damaged or not done in accordance with the Agreement, an appropriate deduction from the contract price will be made to reflect the unsatisfactory work.

10. Delays

If the work of Contractor is delayed for any reason, Contractor shall have no claim against the City on that account other than an extension of time.

11. Fire Protection

The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

12. Labor

Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Agreement. The City's Representative shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions relating to the carrying out of the provisions and intent of the provisions of the Agreement, or who is incompetent, unfaithful, abusive, threatening, or disorderly in his conduct, and any such person shall not again be employed on this project.

13. Other Contracts

The City may award other contracts for additional work at the site of the project. Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under

other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

14. Public Safety and Convenience

The Contractor shall conduct its work as to ensure the least possible inconvenience to the general public and to the employees of the City.

15. Sanitary Convenience

Contractor shall have access to the use of sanitary facilities available to the general public.

16. Superintendence

The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative satisfactory to the City having the authority to act for the Contractor.

Insofar as is practicable, and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been accepted by the City's Representative to represent the Contractor shall so act, and shall follow without delay the instructions of the City's Representative in the prosecution of the work in conformity with the Agreement.

17. Use of Job Site

The Contractor shall confine its equipment, apparatus, the storage of materials, and operations of his workman to the limits indicated by the law, ordinances, permit, or directions of the City's Representative, and shall not encumber the premises with its equipment, apparatus, or materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall observe and enforce the City Representative's instructions regarding signs, advertisements, fires, and smoke.

II

R. O. No. _____ - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting a communication from Gary Tauferner regarding the upgrade to the fiber optic cable.

CITY CLERK

DeBruin, Meredith

From: Alderperson Jim Bohren
Sent: Friday, October 23, 2020 9:06 AM
To: DeBruin, Meredith
Subject: Fwd: Thank You

Meredith -

Gary revised his document and wants to use this version. Thank you. Ald. Jim Bohren

Sent from my iPhone

Begin forwarded message:

From: glt56 <glt56@yahoo.com>
Date: October 23, 2020 at 9:01:03 AM CDT
To: Alderperson Jim Bohren <Jim.Bohren@sheboyganwi.gov>
Subject: Thank You

Jim,

Send this revised email to Meredith. I included how fortunate we were that this project was basically completed during this virus outbreak, so that we all could watch the meetings in good quality broadcasts.

Thanks.

Gary

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Wednesday, October 21, 2020, 3:11 PM, Gary Tauferner <glt56@msn.com> wrote:

Mayor Vandersteen and Council Members,

As I mentioned, my name is Gary Tauferner. I spoke to you all several times at your council meetings last year to request funds from the City of Sheboygan to upgrade the optical cable from WSCS to City Hall and Spectrum. This much needed upgrade was necessary so you could watch our local government and community channel on Spectrum 990. This channel includes all of local city government meetings, parades and of course, the Knights of Columbus cable television rosary and several local church services. The rosary is aired on channel 990 seven days a week at 8:30 am as well as other local church services during the week. Getting this new optical cable was very special to me. Not only did I fight for this project in memory of my Mother who watched this channel every morning for the rosary, I did it for all of our local Catholics in the city of Sheboygan. As I mentioned last year, I watch it daily myself and a lot of parishioners in our churches have thanked me for standing up to get this project completed.

I also want to mention that even though this project got completed now, they were working on this several months ago and the picture quality improved immediately. With people staying at home during this Coronavirus, this improvement couldn't of taken place at a better time, so that the government

meetings were in good quality broadcasts as well as the many other programs this channel offers. This was money wisely spent and it ended up costing a third of the original projected cost.

I will now read the email that I received from Scott Mealiff, the Program Director from WSCS.

Mr. Tauferner,

It has been a long time coming, but I am pleased to be able to report to you that the fiber optic delivery to Spectrum is officially complete. I received confirmation from Spectrum's project manager this morning, October 20th. October 20th is recognized each year as Community Media Day, so it is somewhat fitting that this project was successfully completed today.

I want to again express my sincere appreciation for your dedicated efforts and perseverance in making this project happen. I can confidently say that it would not have happened without you.

Thanks for the many ways you support community media.

With deep gratitude,

Scott

In concluding, once again Mayor Vandersteen and council members, thank you from the bottom of my heart for passing this much needed improvement for our local community channel and for making our city great once again.

II

R. O. No. _____ - 20 - 21. By DIRECTOR OF PLANNING & DEVELOPMENT.
November 2, 2020.

Submitting the 2021 Business Improvement District (BID) Statement of Purpose, dated October 1, 2020, and the BID's 2021 Operating Budget.

Rec'd

Director of Planning & Development

BID STATEMENT OF PURPOSE (10/1/2020)

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

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

The Harbor Centre concept formed in 1990 was developed to utilize the historic strengths of the City — the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting, and landscaping.

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

The BID funds will be used to recruit new businesses, promote the area, increase tourism, provide streetscape beautification and enhancement, and organize special events.

BID BENEFICIARIES

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

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

RETAILERS:

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

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

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

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

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

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

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

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

BID BOARD OF DIRECTORS

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

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

Board members should be representative of different areas within the district, as well as large and small businesses. In addition, the Board may choose to have non-voting members representing co-beneficial partner organizations such as the Visit Sheboygan and Sheboygan County Economic Development Corporation.

BID GOALS AND OBJECTIVES

To continue promotion and development of the Business Improvement District, in 2020 the Board of Directors has decided to proceed without any paid professional staff and focus its activities as follows:

- 1- OPERATIONS. Rather than maintain its own website, the Board will work with the City of Sheboygan and other partners such as Visit Sheboygan, Sheboygan County Chamber of Commerce and/or Sheboygan County Economic Development Corporation to incorporate a website/social media presence through these organizations existing and more robust websites. The Board will continue such other necessary administrative activities (e.g. year-end review, insurance, etc.) as are advisable and/or required for the operation of the BID.
- 2- EVENTS/MARKETING. The Board of Directors will look to contract with the City of Sheboygan for administrative services regarding the coordination of existing events in the Bid (e.g. Riverfest, Night Market, Restaurant Week, Pop-Up Shops) so that they continue to be valuable events held in the BID. The Board will also be responsible for other marketing of the businesses in the BID as deemed appropriate and work to support continued business development in the BID.
- 3- MAJOR INVESTMENTS/ENHANCEMENTS. The Board of Directors intends to focus the significant majority of the annual income into major investments/improvements/enhancements in the District. The Board will work with the City of Sheboygan to identify suggested projects for this major investment/enhancement focus and will then solicit feedback from the BID members to determine the projects to receive the majority of the annual income for implementation.

BID SPECIAL ASSESSMENT AND EXEMPTIONS

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

The proposed BID assessment is \$2.78 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property.

In addition, the following minimums and maximums will apply

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

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

2021 BID OPERATING BUDGET

Jan - Dec 2021

Income	\$148,000.00
Expenses:	
Operations:	\$25,000.00
• Website Maintenance, Year End Review, Accounting, Insurance, Board Expenses	
Event/ Marketing Support:	\$25,000.00
• Events Coordinating, General Marketing and Business Promotions	
Miscellaneous	\$10,000.00
Major District Investments/ Enhancement	\$88,000.00
Total Expenses	<u>\$148,000.00</u>

II

R. O. No. _____ - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting an application Elmendorf Properties, LLC for a change in the zoning classification of property located at 1125 N. 13th Street from Class UI Urban Industrial to Class UC Urban Commercial Classification.

City Plan

City Clerk

APPLICATION NO.: _____

RECEIPT NO.: _____

FILING FEE: \$200.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP**

(Requirements Per Section 15.903)

Revised May, 2012

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

1. APPLICANT INFORMATION

APPLICANT: Elmendorf Properties, LLC

PHONE NO: 920-917-7104

ADDRESS: 215 Forest Road, Kohler, WI 53044 E-MAIL: JOHNOT@PROGBEG.COM

OWNER OF SITE: The Salvation Army

PHONE NO.: 920-458-3723

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1125 N 13th Street, Sheboygan, WI

LEGAL DESCRIPTION: ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD

PARCEL NO. 59281204540 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: URBAN INDUSTRIAL

PROPOSED ZONING DISTRICT CLASSIFICATION: URBAN COMMERCIAL

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Currently Vacant but previously used as a children's daycare and an outpatient OT, PT, ST Clinic Prior

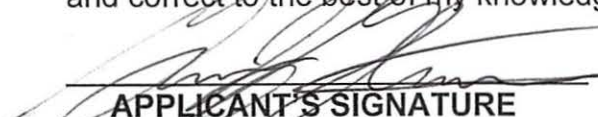
BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Outpatient OT, PT and ST Clinic

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

The development of this outpatient therapy program will increase the number of professional employers/employees in the area and allow us to redevelop a 30 year old facility into a property that can be professional and represent Sheboygan for an additional 30 years. The revitalization of this property will increase our ability to recruit additional professionals from outside the Sheboygan area and bring them to Sheboygan. The move is in-line with new community resources and increasing awareness of Professional Services closer to the Downtown Sheboygan area.

4. CERTIFICATE

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


APPLICANT'S SIGNATURE
GARY L. GARTMAN, REPRESENTING
JOHN ELMENDORF
PRINT ABOVE NAME

10/12/2020

DATE

APPLICATION SUBMITTAL REQUIREMENTS

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

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

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? Increasing the professional services in the areas of this facility will go a long way in helping to protect public safety, comfort, convenience, and general welfare. As a certified rehabilitation agency Progressive Beginnings participates in city and county wide emergency preparedness and will be an active partner in the community.

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

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: The property for the last 30 years has been utilized more in a fashion representing Urban Commercial vs Urban Industrial. This change in zoning would bring the property into alignment with its intended utilization as a service facility. The proximity to a main road (Erie Ave and 14th St) are in alignment with a service facility location. The changing of the neighborhood with the addition of a school, playground and nearby park also adjoin with this rezoning need.

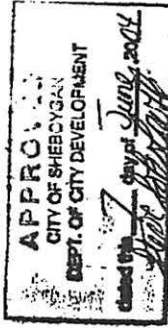
How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? The proposed amendment would bring the zoning regulation in line with the way the property has been utilized for the last 30 years. Built in an original industrial area with RCS, this professional building was utilized for the delivery of professional services including Occupational, Physical and Speech Therapy Services. These are the same services we are looking to bring back to this same location.

1741485
SHEBOYGAN COUNTY, WI
RECORDED ON

08/05/2004 02:44PM
DARLENE J. NAVIS
REGISTER OF DEEDS

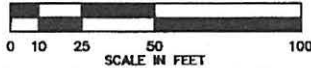
RECORDING FEE: 13.00
TRANSFER FEE:

STAFF ID 11
TRANS # 47663
OF PAGES: 2



NORTH IS REFERRED TO THE NORTH LINE OF BLOCK 80, ORIGINAL PLAT, CITY OF SHEBOYGAN, HAVING AN ASSUMED BEARING OF S 89°56'01" E.

SCALE: 1" = 50'



THIS INSTRUMENT DRAFTED BY DAVID C. HINZE, JR. OF HINZE & ASSOCIATES, INC.

VOL 21 PAGE 4

CERTIFIED SURVEY MAP
OF

THE WEST 55' OF LOT 4 AND LOTS 5 & 6, BLOCK 80, ORIGINAL PLAT

SHEBOYGAN COUNTY, WISCONSIN

CITY OF SHEBOYGAN
OWNER: REHABILITATION CENTER OF SHEBOYGAN
ADDRESS: 1305 ST. CLAIR AVENUE & 1125 NORTH 13TH STREET
SHEBOYGAN, WI 53081
TAX PARCEL NOS. 204320 & 204540

TOTAL AREA

26,679 sq. ft.
0.612 acres

LEGEND

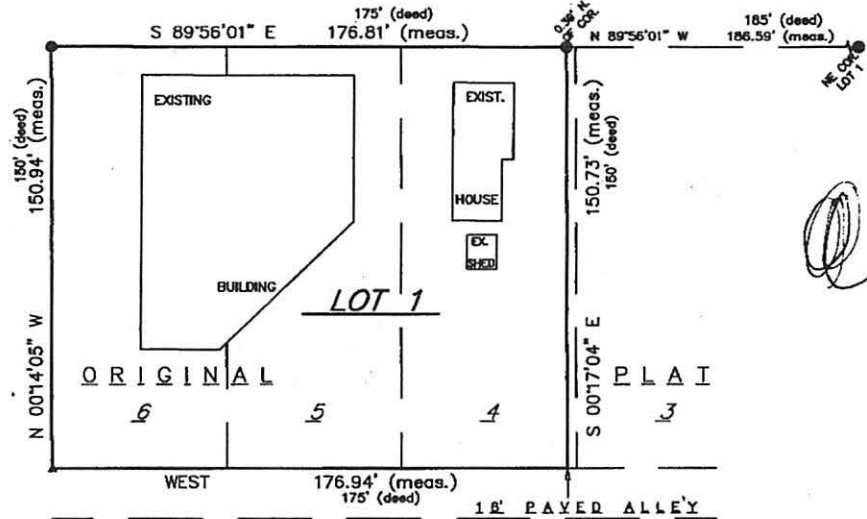
- = 1" x 24" I.P. SET (1.68 LBS./LIN. FT.)
- = 3/4" I.P. FOUND
- = CHISELED ARROW FOUND
- ▲ = P-K NAIL SET

ROAD BY DEED

S T. CLAIR AVE.

ROAD BY DEED

NORTH 13th ST



SHEET 1 OF 2

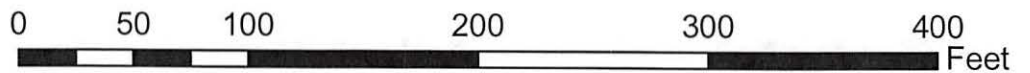
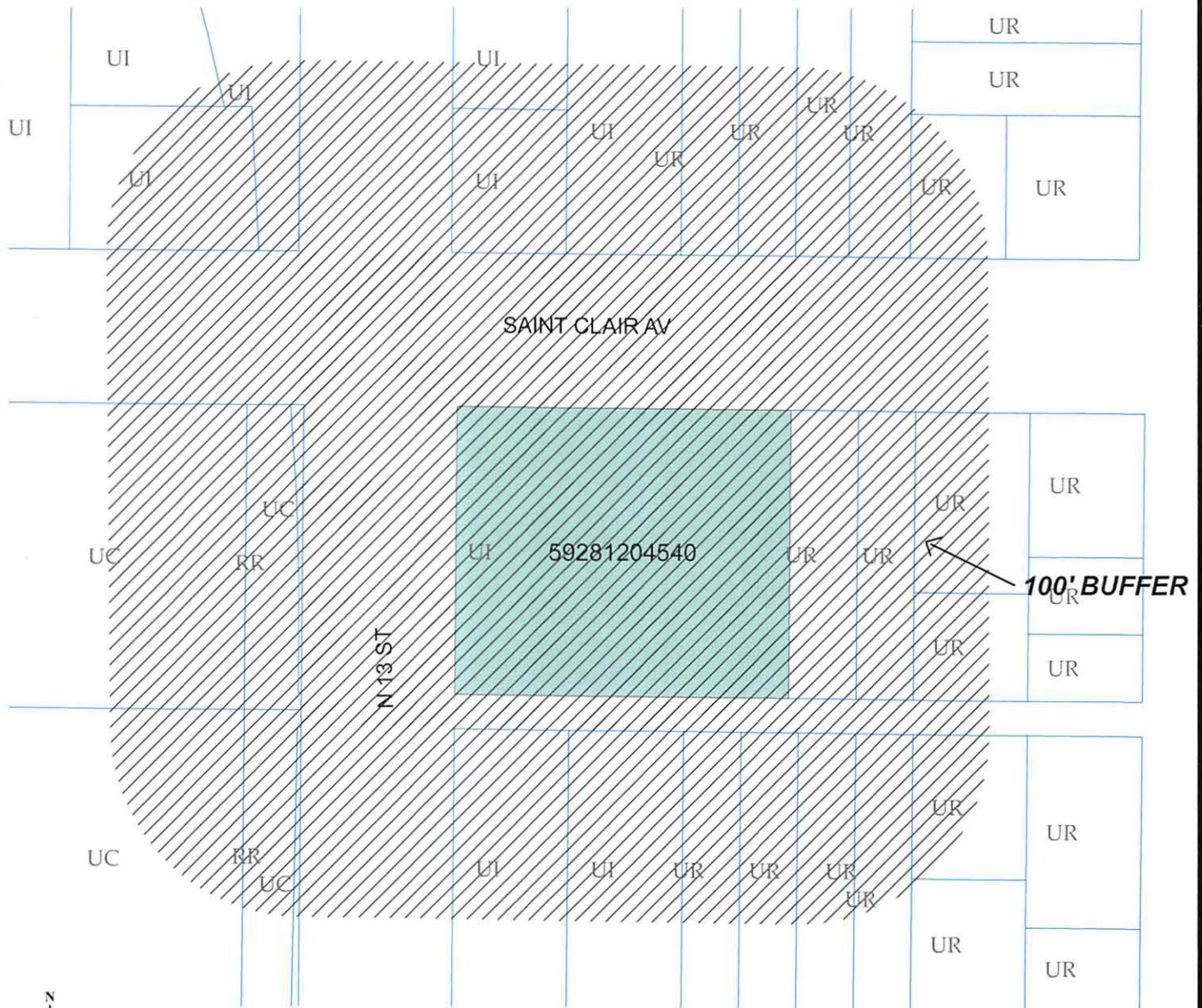
BOOK NO. 158, PAGE NOS. 158-159

JOB NO. F-0727

ADD 1/4 22-15-23

PROPOSED ZONING CHANGE
FROM URBAN INDUSTRIAL (UI) to URBAN COMMERCIAL (UC)
SECTION 22, T. 15 N, R. 23 E

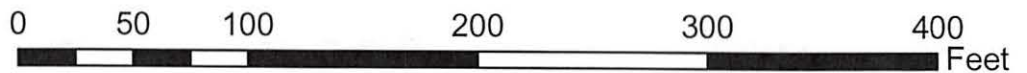
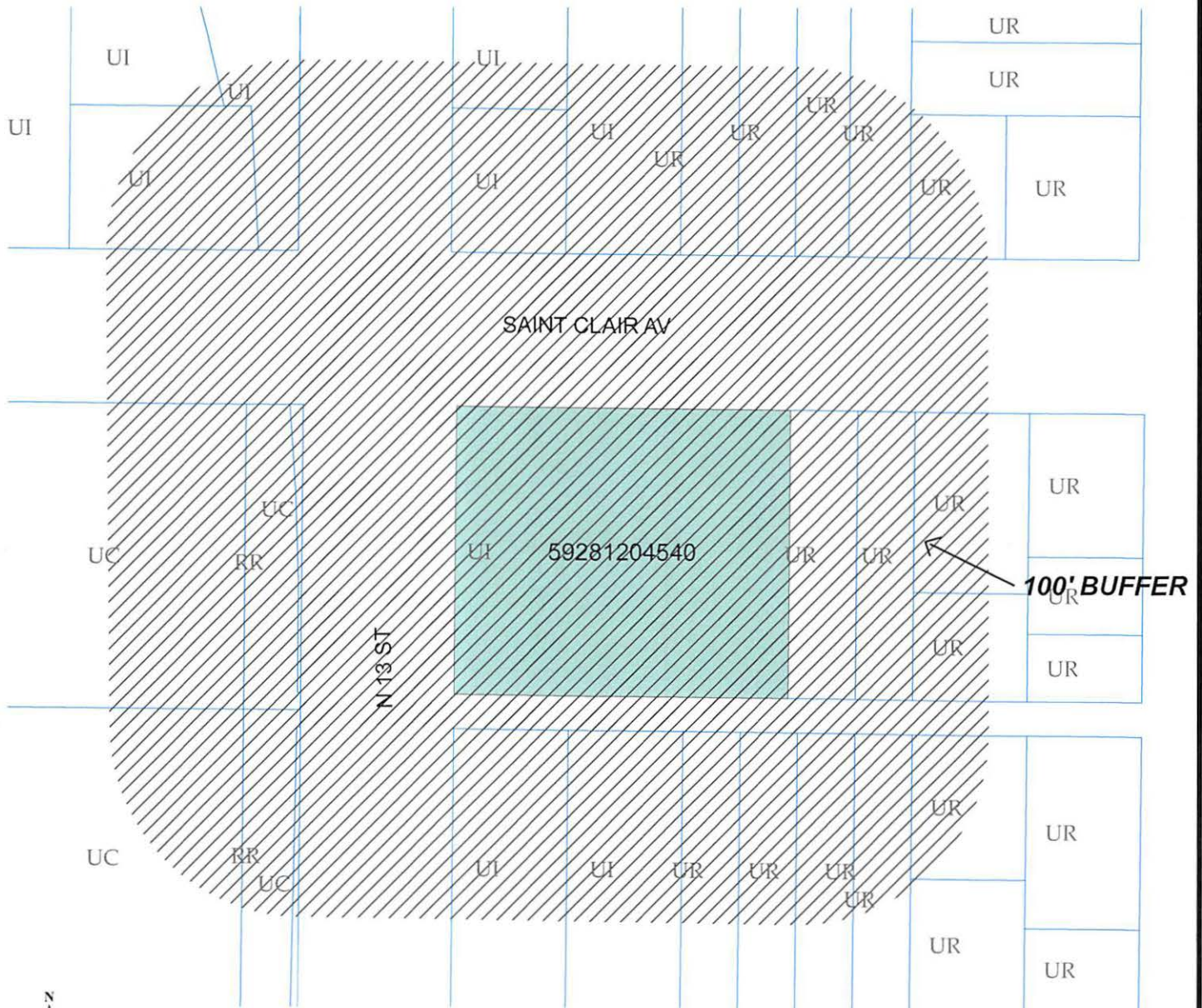
ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD



PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM EMPLOYMENT to COMMUNITY MIXED-USE

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

ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD



Authorization for Rezone Application

I, The Salvation Army (seller), authorize

Elmendorf Properties, LLC (buyer) to submit a rezone application for my property located on

1125 N 13th St, Sheboygan, WI 53081

(address of property buyer will operate from).

Jeanne G. LaMull 10/7/20
Name for The Salvation Army Date

Elmendorf Properties, LLC pending purchase and updating of current structure

Explanation / Justification for the Proposed Rezoning and Potential New Use of Property

Address:

**1125 N 13th Street
Sheboygan, WI 53081**

Prior Use of Facility:

- Outpatient Occupational, Physical and Speech Therapy Clinic through RCS and Rehab Resources
- Outpatient Services were provided as part of the Birth to Three Program as well as additional Pediatric Outpatient Therapy Programming.
- Daycare and Early Childhood Care through RCS
- Daycare and Childcare through Salvation Army

Proposed New Use of Property:

- Remodel/Update of current floor plan for potential lease to an Outpatient Occupational, Physical and Speech Therapy Clinic

We are looking to purchase the above listed property with the intent of updating and remodeling for continued use as a facility for pediatric services. The above listed facility was utilized for outpatient therapy services between 1989 and 2009/2010/ At that time the current therapy provider moved out of the location and RCS sold the location to the Salvation Army. The property was then slightly converted into a daycare by removing some of the interior walls and changing staff offices into larger daycare areas.

We are not looking to create a new use of the property but rather to return it to a property where Pediatric Therapy services may be provided. We are planning to clean up the location and the surrounding green space to allow the facility to be a better part of the changing community.

We have been made aware through our relationship with Quasius Construction that the property must be rezoned from Urban Industrial to Urban Commercial. We are hopeful that the city will assist us in growing our business by granting the rezoning request. In these exceedingly difficult times of COVID-19 and multiple business closures and shutdowns we are hoping to push forward to create new opportunities for Sheboygan and Sheboygan County.

The rezoning and future remodeling of this property would allow a company such as Progressive Beginnings the opportunity to continue and grow in Sheboygan. Progressive Beginnings founded in 1999 by John and Nichole Elmendorf started with 2 employees and has

grown to 10 employees in the Sheboygan location as well as the creation of 2 satellite locations in Delavan and Merrill, WI.

The next step is growth within Sheboygan. We were unable to realize our dreams of building a location in the Industrial park some 10 years ago but feel this location would offer us the opportunity to grow our practice within Sheboygan in 2020 and beyond. The first step is the granting and approval of the rezoning request to allow Elmendorf Properties the ability to purchase the location.

This purchase will help the city and its continued development in many ways. First, it brings a property onto the Tax Ledger after being Tax Exempt for 30 years. Second, it will allow for the property to be cleaned up and streamlined so that it does not become an eye sore with overgrowth and crumbling asphalt. Lastly, it assists a business that was founded in Sheboygan to continue and grow within Sheboygan.

We look forward to working with you all to have this project approved and completed within Sheboygan.

Respectfully,

John Elmendorf
Elmendorf Properties, LLC
Progressive Beginnings, LLC
(920)917-7104

Elmendorf Properties, LLC
215 Forest Road
Kohler, WI 53044

Progressive Beginnings, LLC
2131 S Business Drive
Sheboygan, WI 53081

COVID-19

ABOUT US

OUTPATIENT SERVICES

ASSISTED/INDEPENDENT LIVING

More

OUR PRACTICE



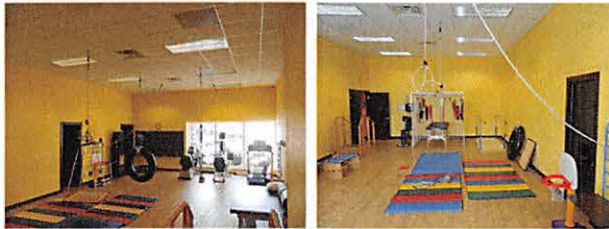
Our Practice

Our team at Progressive Beginnings is an energetic, dedicated, and passionate team comprised of people who are ready to support you and/or your child along the therapeutic journey. Our team is comprised of Occupational and Physical Therapists.

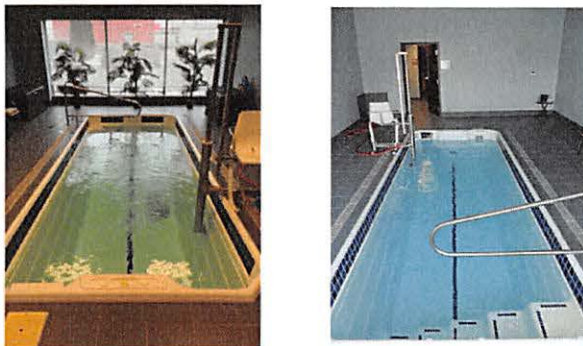
In Sheboygan, *we specialize in treating patients with chronic pain and pediatric patients. We offer the only warm water aquatic therapy pool in Sheboygan County.* We will start with the approach of understanding the unique situation and goals of each adult or child and will work with you to achieve optimal well being. We have the knowledge, skill, service, equipment, and unique modalities to offer you a one of a kind therapeutic experience in Sheboygan County.

In Delavan and Merrill, *we provide in house therapy for patients living in an Assisted Living and/or onsite therapy in community based living.* Our therapists' goals are to improve pain, increase range of motion and strength, improve balance and mobility, as well as restore a resident's ability to complete activities of daily living.

Our Gym- Sheboygan



Our Pool- Sheboygan



Latest Clinic News:

We're hiring! We are searching for a PT and an OT to join our team! Contact us for details!
 Feb 5, 2020

Join our young although experienced and knowledgeable team that offers unlimited opportunity for growth, we could be your perfect fit!

Are you an independent worker that can make decisions and adjust to the many changes that happen in the health care market place? Do you want to dabble in private practice with the support of a group of experienced therapists?

With Progressive Beginnings, LLC you will set your own schedule giving you the flexibility you would like. You will manage your schedule and your day. Your earning potential is based upon your work ethic and drive! Be a part of our great team of growing therapy professionals!

Please contact: Jessica Oakland, PT, DPT at jessica1@progbeg.com to inquire about details!

Exercise in water can help reduce chronic pain.
 Dec 13, 2019

Exercise in water utilizes several principles and has a number of benefits that will speed recovery, boost your muscle performance, and help to reduce pain. By using equipment such as water paddles or noodles, the therapist can create gentle currents aimed at specific areas of the body, helping to improve problem areas.

Autism in children.
 May 7, 2019

Autism is a spectrum of related disorders having a shared core of signs and symptoms. All kids on the spectrum have difficulties with (1) communicating non-verbally and verbally, (2) relating to the world around and to others, (3) behaving and thinking flexibly. Looking for resources? We can help support your family.



COVID-19

ABOUT US

OUTPATIENT SERVICES

ASSISTED/INDEPENDENT LIVING

More

OUR SERVICES



Services We Offer:

Offering a wide range of patient services:

- Occupational Therapy
- Physical Therapy
- Speech Therapy (coming soon)
- Aquatic Therapy
- Wheelchair Assessments
- **Habilitation:** To help a person learn, keep, or improve skills and functional abilities that they may not be developing normally. This could be referring to children or young adults with varying levels of developmental disabilities. We are here to help!
- **Rehabilitation:** To restore, improve, or maintain physical strength, cognition, and mobility with maximized results. Rehabilitation helps people gain greater independence after illness, injury or surgery.

New Patient?

Download our intake forms



ADULT



PEDIATRIC



Useful Links:

General Information

- Waisman Center
- Chronic Pain, Explained
- Sheboygan Early Learning Center
- Get PT 1st



Progressive Beginnings, LLC
 2131 S Business Drive
 Sheboygan, WI 53081



We are searching for a PT, OT and SLP for our new Merrill location! PRN SLP needed for Delavan! Contact us for details!



Make an Appointment

Assisted/ Independent Living

Partnering with Progressive Beginnings gives your ALF:

- Onsite physical, occupational and speech therapy
- Residents that stay healthy and independent longer
- The best care to allow greater independence
- Better Length of Stay and a boost to your bottom line
- Collaboration between resident, staff and therapist
- Cyclical care to your patients to be able to improve pain, range of motion and strength, improve balance and mobility.
- Control over the people within your facility



AS PARTNERS, WE ARE STRONGER TOGETHER

Physical therapy with Progressive Beginnings isn't only for injuries, but can be an intervention that improves strength and mobility for an overall improved quality of life.

Progressive Beginnings' *Occupational Therapy* promotes increasing ADLs/IADLs and advanced participation within the community. Recommendations can also be made to have home adaptations and modifications to maximize independence and safety



It's easy to get started. Call John at 920-917-7104 or drop and email to johnot@progbeg.com. He will answer all your questions and together we will determine the best way to move forward.

NEED MORE INFORMATION?

COLLABORATIONS



A 70-bed assisted living facility
 Delavan, WI



Independent Living with 123 ranches & 82 apartments
 Delavan, WI



12 Acres with over 68,000 square feet of living spaces in
 Merrill, WI

Progressive Beginnings, LLC
 2131 S Business Drive
 Sheboygan, WI 53081



We are searching for a PT, OT and SLP for our new Merrill location! PRN SLP needed for Delavan! Contact us for details!



Make an Appointment

CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 201342

License No: 0000

Date: 10/16/2020

Received By: MKC

Received From: QUASIUS

Memo:

Method of Payment: \$200.00 Check No. 114009

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

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

II

R. O. No. _____ - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting a Summons and Complaint in the matter of QaShontae Hosomla Short vs. Sheboygan Police Department.

FHP

CITY CLERK

OCT 26 '20 PM 1:56

CLERK CIRCUIT COURT

'20 OCT 23 P3:24

SHEBOYGAN COUNTY WISCONSIN

Hon. Angela W. Sutkiewicz

Enter the name of the county in which you are filing this case.

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

The plaintiff is the person bringing the law suit.

Plaintiff: Qashontze Hosomla Short

Enter the Plaintiff's name and address. If two plaintiffs are living at the same address, then the names and addresses may be listed together.

P.O. BOX 3814 Address

For more plaintiffs, check the "additional plaintiffs" box and attach another sheet with their names and addresses.

Print MI 48503 City State Zip

See attached for additional plaintiffs.

-VS-

If this is an Amended Complaint, check the box. Enter the case number given you by the Clerk.

To: Defendant(s): Sheboygan Police Department

Amended

Summons and Complaint (Small Claims)

The defendant is the person or business you are suing. Enter the name(s) and address(es) of the defendant(s).

315 N. 23rd St. Address

Case No. 20SC1383

For more than two defendants, check the "additional defendants" box and attach another sheet with their names and addresses.

Sheboygan WI 53001 City State Zip

See attached for additional defendants.

- Claim for money (\$10,000 or less) 31001
Tort/Personal Injury (\$5,000 or less) 31010
Return of property (replevin) 31003
Eviction 31004
Eviction due to foreclosure 31002
Arbitration award 31006
Return of earnest money 31008

On the far right: Check one of the boxes to show what type of small claims case you are filing. Note: The clerk will provide the phone number for the disability box.

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3070 prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

Do not check either of these boxes.

To the Defendant(s): You are being sued as described on the attached complaint. If you wish to dispute this matter:

When to Appear/File an Answer

The clerk will check one or both and circle "AND" or "OR" according to local court procedure.

- You must appear at the time and place stated.
You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

Date NOV 16 2020 Time 08:30 AM

The clerk will circle what you need to do and will provide the date, time, and place to appear and/or answer.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

Place to Appear/File an Answer

SHEBOYGAN COUNTY COURTHOUSE B-10 Lower Level 615 North 6 Street Sheboygan, WI 53081

Note: Leave dates blank; the clerk or plaintiff's attorney will enter them.

Clerk/Attorney Signature Melody Forge

Date Summons Issued OCT 23 2020 Date Summons Mailed

COMPLAINT 20SC1383

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

Check the box for the type of small claims case you have filed.

See Basic Guide to Wisconsin Small Claims Actions (SC-6000V).

Briefly explain the facts and why the court should award you what you are asking for.

For Eviction Actions: If you are seeking money damages, you must also state that claim on this form. If you do not know the exact amount of money damages yet, state that the amount of money damages cannot yet be determined.

If you need more room, check this box and attach additional sheets.

Check if you are the plaintiff or the attorney.

1. Plaintiff demands judgment for: (Check as appropriate)

Claim for Money \$ ~~15~~ 10,000.00 *error of* \$5,000.00

Tort/Personal injury \$ 40,000.00

Return of property (replevin) (Describe property in 2 below.) (Not to include Wis. Stats. 425.205 actions to recover collateral.)

Eviction

Eviction due to foreclosure

Return of Earnest Money

Confirmation, vacation, modification or correction of arbitration award.

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts:

(If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

Invasion of privacy

See attached for additional information. Provide copy of attachments for court and defendant(s).

I am the plaintiff.
 attorney for the plaintiff.

SHERBOGAN COUNTY WISCONSIN
20 OCT 23 P 3:35
CLERK CIRCUIT COURT

Enter your or your attorney's name and date.

Qashontae H Short
Plaintiff

Prose
Attorney's Signature

Print or type your name.

P.O. Box 3814, Flint MI 48503
Name Printed or Typed

Attorney's Name Printed or Typed

Enter your or your attorney's phone number.

Qashontae5@yahoo.com
Address

Attorney's Address

An attorney must enter his or her State Bar Number, law firm and address.

(810)610-2691
Telephone Number

10/22/2020
Date

Attorney's Email Address

Telephone Number

Telephone Number

Date

Date

State Bar No (if any)

COPIES: For each person you are suing, make two copies of this signed original and any attachments, and bring them to the clerk of court.



SHEBOYGAN COUNTY

Susan M. Schaubel

Sheboygan County Assistant Court Commissioner

To all litigants,

By order of the Circuit Court Judges, effective March 18, 2020, no personal appearances on small claims cases filed or pending in Sheboygan County will be allowed. This order is in effect indefinitely.

DO NOT COME TO THE COURTHOUSE FOR ANY SMALL CLAIMS PROCEEDING!

If you have a scheduled **INITIAL APPEARANCE** scheduled for March 23, 2020 or after and:

- You are a **PLAINTIFF**, you do not need to file a letter of appearance, but Proofs of Service and non-military service must still be in the clerk of courts office prior to the date scheduled. We would prefer those to be mailed in, if possible.
- You are a **DEFENDANT**, you may answer one of two ways:
 - You may mail in your answer form. Defendants should have received a copy of the form with the complaint. If you do not have a form, it can be downloaded at wicourts.gov, under "Forms," "Small Claims". Form SC5200V. Answers must be received by the Clerk of Courts Office before the date scheduled for the initial appearance and a copy should be mailed to the plaintiff.
 - You may call the Clerk of Courts office Small Claims answer line before your scheduled initial appearance date. **This phone number is ONLY to be used for filing a temporary answer to a Small Claims case.** This is a recorded answer line. No staff member will pick up. Messages left at that number regarding anything other than an answer to an upcoming initial appearance will not be returned. You must leave your name, address, telephone number and case number. Please state **ONLY** that you are entering a denial. **DO NOT** give the reasons for your denial. If this is an **EVICTION** action, you must file a written, detailed answer with the Clerk of Courts within 3 days after your scheduled initial appearance and mail a copy to the plaintiff. If this is a **MONETARY ACTION ONLY**, you should file a written detailed answer with the Clerk of Courts within 10 days of your scheduled initial appearance date.

The Small Claims Initial Appearance answer line phone number is (920) 459-3073.

You must keep your address and telephone number updated with the Clerk of Courts at all times. If you have cases other than a small claims matter, you must tell the clerk about all of them so that changes can be made to each file.

All small claims pretrials will be held by telephone conference only. A date will be mailed to you. The phone number to call will be listed on the order sent.

Eviction hearings will continue to be scheduled before the circuit court. Notice will be sent to the parties informing them of the date and time of their appearance.

All fact finding hearings other than eviction hearings have been **CANCELLED**. Hearings will be rescheduled after May 15, 2020 or by further order of the court.

Any questions should be directed to the Clerk of Courts office at (920) 459-3070.

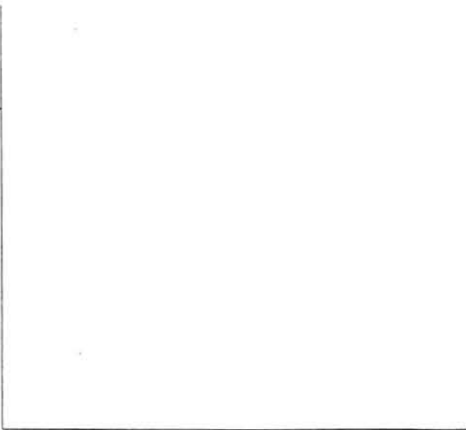
We know that these are anxious and frustrating times for everyone and we deeply appreciate your cooperation in these matters.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan M. Schaubel". The signature is fluid and cursive, with the first name "Susan" being the most prominent part.

Susan M Schaubel
Assistant Court Commissioner

Enter the name of the county in which you are filing this case.	STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY
Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.	Plaintiff(s): _____ First name Middle name Last name
Enter the Plaintiff's address.	Address _____ Address _____ City State Zip
If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.	<input type="checkbox"/> See attached for additional plaintiffs.
Enter the case number from the summons and complaint.	-VS-
Enter your name. You are the Defendant.	Defendant(s): _____ First name Middle name Last name
Enter your address.	Address _____ Address _____ City State Zip
If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.	<input type="checkbox"/> See attached for additional defendants.



**Answer and Counterclaim
(Small Claims)**

Case No. _____

ANSWER

I am the defendant (or an authorized representative of the defendant):

Check 1 or 2. Check 1 if you do not dispute the plaintiff's claim.
Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.
Check the box if you need more room and attach any additional pages.
See <i>Pre-Judgment: Basic Steps to Small Claims Service</i> (SC-6050V).

1. This matter **IS NOT** contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law.
- OR-**
2. This matter **IS** contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows: See attached for additional information.
- _____
- _____

Counterclaim/Demand

Check the box if there is no counterclaim/demand and go to the signature section.

I/We do not have a counterclaim/demand against the plaintiff(s).

Check this box if there is a counterclaim/demand. Complete this section only if you are making a counterclaim/demand.

I/We have a counterclaim/demand against the plaintiff(s) and demand judgment against the plaintiff(s) for \$ _____, plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

Briefly explain why the court should award you what you are asking for.

If you are seeking to recover damages of more than \$5,000 for your tort or personal injury counterclaim, or more than \$10,000 for other types of counterclaims, the case may not continue in small claims court. In addition, you must pay a filing fee to the Clerk of Court, and you must send the *Notice of Counterclaim* (SC-5250V) to the plaintiff(s) on the same day the counterclaim is filed.

NOTE: Eviction actions are heard in small claims court, regardless of the amount of the counterclaim.

If you need more room, check the box and attach any additional pages to this Counterclaim.

Follow local rules for filing and serving.

Defendant(s) certify that a copy of this answer and counterclaim has been or will be mailed to the plaintiff(s) or plaintiff's attorney, if any.

Signatures

Sign and print your name. Enter the date on which you signed your name. **Note:** This signature does not need to be notarized.

▶ _____
Defendant's Signature

▶ _____
Attorney's Signature

Name Printed or Typed

Name Printed or Typed

Address

Law Firm and Address

Email Address

Email Address Telephone Number

Telephone Number Date

Date State Bar No. (if any)

If an attorney is completing this form, enter your information.

R. O. No. _____ - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting a Notice of Claim from Kinstler Law Office, LLC for their client Charlene Ruffin-Brand, on behalf of the estate of Kevan O. Ruffin, Jr.

CITY CLERK

16-20

OCT 28 2020

MKC



October 27, 2020

City Attorney Charles C. Adams
Sheboygan City Hall
828 Center Avenue, Suite 210
Sheboygan, WI 53081

NOTICE OF CLAIM

City Clerk Meredith DeBruin
Sheboygan City Hall
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Re: My Client: Charlene Ruffin-Brand, on behalf of the estate of Kevan O. Ruffin, Jr.
Date of Incident: July 2, 2020

Dear Ms. DeBruin:

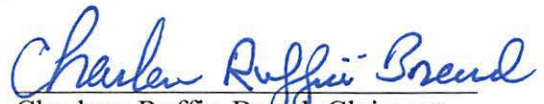
The Kinstler Law Office, LLC, attorney for Charlene Ruffin-Brand, DOB: 12/02/1966, who resides at 1105 S. 16th, Sheboygan, WI 53081, acting as personal representative on behalf of the estate of decedent, her son Kevan O. Ruffin, Jr., (DOB 11/27/1987), who last resided at 1531 Indiana Avenue, Sheboygan, WI 53081, hereby makes a claim for injuries and damages sustained by Ruffin and Ruffin-Brand in an incident which occurred on July 2, 2020 on S. 15th Street in Sheboygan, involving the Sheboygan Police Department, and more specifically, its agents, servants, and/or employees, including but not limited to Sheboygan Police Department Officer Bryan Pray.

Upon information and belief, at approximately 6:00 a.m. on July 2, 2020, Officer Pray drove northward on S. 15th Street in his marked squad vehicle, and pulled over to the east side of the street. Kevan Ruffin had been sitting on the curb on the west side of the street, approximately 100 feet north of where Officer Pray stopped his vehicle. When Officer Pray stopped his vehicle, Kevan Ruffin stood up and began walking southward on the west side of S. 15th Street. Officer Pray stepped out of the driver's side of his squad vehicle and into the street, walking toward Ruffin, stating "How you doin', Ruffin? Are you fine this morning? Can you just have a seat for me?" Ruffin then began walking toward Officer Pray. Officer Pray then drew his Electronic Control Device, also known as a "taser," and deployed it, striking Ruffin in the chest. Ruffin then began to run toward Officer Pray. Over the next eight to ten seconds, Officer Pray fired six rounds from his service

firearm, striking Ruffin at least four times. As a result of the unreasonable and unlawful conduct of Officer Pray, Kevan Ruffin collapsed in the street and died of his gunfire injuries almost immediately. At no time during this incident did Ruffin come into physical contact with Officer Pray.

Charlene Ruffin-Brand, on behalf of herself and the estate of Kevan Ruffin, is making a claim for damages in the total amount of One Million Dollars (\$1,000,000.00) inclusive of all related costs, as a result of the excessive use of force by Officer Bryan Pray which caused the death of Kevan O. Ruffin, Jr. and the violation of his Wisconsin and Federal civil rights.

Dated this 27 day of OCTOBER, 2020



Charlene Ruffin-Brand, Claimant,
and on behalf of Claimant, the
Estate of Kevan O. Ruffin, Jr.

KINSTLER LAW OFFICE, LLC
Attorney Brian Kinstler
Wisconsin State Bar No. 1037566
for Claimants Ruffin-Brand and the
Estate of Kevan O. Ruffin, Jr.

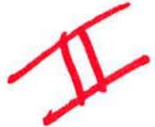


Subscribed and sworn to before me this 27th day of OCTOBER 2020.



Notary Public, State of Wisconsin
My commission is permanent

BK/bk



R. O. No. _____ - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting a communication from Michael Thomas, President of Black-American Community Outreach, regarding Juneteenth Day celebration.

CITY CLERK

DeBruin, Meredith

From: Mayor Vandersteen
Sent: Wednesday, October 28, 2020 1:08 PM
To: DeBruin, Meredith
Subject: FW: Juneteenth Day

Meredith,

Please place this communication on the agenda at the November 2, 2020 meeting of the City Council for referral to the Public Works Committee.

Thank you,

Mike

Mike Vandersteen, Mayor
City of Sheboygan
Office: 920-459-3317
Cell: 920-207-2410

Read the latest issue of the City of Sheboygan Newsletter, the Sheboygan Insider:
<http://www.sheboyganwi.gov/residents/sheboygan-insider/>

From: Michael Thomas [<mailto:ministerandcoach@yahoo.com>]
Sent: Wednesday, October 28, 2020 12:32 PM
To: Mayor Vandersteen
Subject: Juneteenth Day

Hello Mayor and City Common Council. I'm writing this letter on behalf of the Black-American Community Outreach. On June 19, 2021 the BACO would like to host and be the main organizers of the Juneteenth Day celebration. Our intentions are to secure Kiwanis Park for these festivities. In the short time our organization has been established, we've partnered with the City of Sheboygan, Sheboygan Police Department, and many others to lead positive events throughout the community. We ask that the City of Sheboygan would place their trust in us again, as we look to put on another positive event in our community. With the Juneteenth Proclamation given to myself last year, I thought it would be only right to have the city show its support for this holiday again. I'm asking that the city would cover the cost or waive the fee required for securing the Kiwanis Park. BACO is an official 501c3 non-profit but as of yet, we haven't received much monetary donations. The funds we do have must be used to help put the event on. We look to make this event exciting and more grand than the celebration put on this year. We need support from our community to do so. I hope that the City of Sheboygan would be the first to show their support for this event and heart for the black community. I thank you for considering us and this opportunity.

Sincerely,

Michael Thomas
President of Black-American Community Outreach

III

Res. No. _____ - 20 - 21. By Alderperson Phillips. November 2, 2020.

A RESOLUTION officially recognizing the Franklin Park Neighborhood Association.

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

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

WHEREAS, the Franklin Park Neighborhood Association has been organized by residents of the City of Sheboygan with a mission statement as follows:

To enhance the quality of our neighborhood, encourage communication, cooperation and friendliness among the residents, maintain and increase the spirit of awareness and security and be responsible for expressing the opinions and concerns of the entire neighborhood to our local government;

and

WHEREAS, the primary goals of the Franklin Park Neighborhood Association are to:

- Promote the peace, safety, comfort and welfare of our residents;
- Promote neighborliness, cooperation and good will among the members of our neighborhood;
- Facilitate neighborhood conversation and consensus on important topics and to provide a neighborhood voice;
- Promote neighbors helping neighbors; and
- Develop strong working relationships with officials, citizens and organizations to maintain the safety and cleanliness of our neighborhood and to ensure the availability of public and private community services;

and

WHEREAS, the Franklin Park Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the centerline of Georgia Avenue on the south, the centerline of South 9th Street on the east, the centerline of South 14th Street on the west, and the centerline of Indiana Avenue on the north, but also including all lots fronting onto the north side of Indiana Avenue west of South 9th Street on the East as far west as (and including) 1218 Indiana Avenue (Parcel #59281506200); and

Paul
Orler

WHEREAS, the Franklin Park Neighborhood Association shall become a member of the Mayor's Neighborhood Leadership Cabinet (MNLC) and be eligible to apply for grant funds through grant programs offered by the MNLC.

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

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 20 - 21. By Alderpersons Sorenson and Dekker.
November 2, 2020.

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

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

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

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement - Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2021, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to file a fully executed copy of this Joint Powers Agreement with the State of Wisconsin Department of Justice, as required by Sec. 256.35(9)(c), Wis. Stats.

JHPS _____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

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

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

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

1. That effective January 1, 2021, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2021.
2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional (or as defined by contract) boundaries.

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

Dated this ___ day of _____, 2020.

SHEBOYGAN COUNTY

BY: _____
Cory L. Roeseler
Sheriff

Dated this ___ day of _____, 2020.

CITY OF SHEBOYGAN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

This Agreement is authorized by and in accordance with Res.
No. ___ - 20 - 21.

III

Res. No. _____ - 20 - 21. By Alderpersons Dekker and Sorenson.
November 2, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a Master Agreement for Professional Services with Short Elliott Hendrickson Inc. (S-E-H) to provide on call engineering services for the Wastewater Treatment Plant.

WHEREAS, from time to time, it is necessary for projects at the Wastewater Treatment Plant to obtain outside engineering services in order to ensure proper project execution; and

WHEREAS, it is in the best interest of the City to enter into an agreement with S-E-H allowing the Wastewater Treatment Plant to obtain those necessary outside engineering services as they are required.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached Master Agreement for Professional Services with S-E-H.

BE IT FURTHER RESOLVED: That the Director of Public Works may enter into written Scope of Work Documents under the Agreement with S-E-H as necessary to ensure the proper execution of projects at the Wastewater Treatment Plant.

BE IT FURTHER RESOLVED: That the appropriate City Officials are authorized to draw funds from Account No. 60138300-52150 in payment of Task Orders under the Agreement with S-E-H.

PW

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

Master Agreement for Professional Services

This Master Agreement for Professional Services ("Master Agreement") is effective as of _____ between City of Sheboygan ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

Prior to providing any professional services to Client, Consultant will provide Client with a written document (which may be called a "Supplemental Letter Agreement", an "Exhibit", an "Attachment", or any other appropriate descriptive name) specifying the scope of work to be provided, the cost for that work, and the timeline for completion of that work ("Scope of Work Document"). Any Scope of Work Document requires written approval from the Client.

Nothing in this Agreement requires Client to retain Consultant to provide services or requires Consultant to provide services beyond those specifically offered to Client that have been accepted by Client in writing. The total cost of services under this Agreement will not exceed \$50,000 without approval by the Common Council of the City of Sheboygan.

The Agreement between Client and Consultant consists of the following parts: (1) this Master Agreement, (2) the General Conditions of the Agreement for Professional Services (Rev. 07.14.16) (as modified by this Master Agreement), and (3) any fully executed Scope of Work Document, which collectively set forth the terms and conditions under which the Consultant will provide professional services to the Client. The Agreement represents the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents that make up the Agreement, this document and the attached General Conditions shall take precedence over any Scope of Work Document, unless alternate terms have been specifically agreed to in the Scope of Work Document. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

The General Conditions of the Agreement for Professional Services (Rev. 07.14.16) are modified as follows:

The first sentence of Section I(A)(1) is modified to read "Consultant agrees to perform professional services as set forth in a fully executed Scope of Work Document."

The last sentence of Section I(A)(1) is modified to read "The Consultant's services under this Agreement are being performed solely for the Client's benefit, and to the extent permitted by law no other party or entity shall have any claim against the Consultant or Client because of this Agreement or the performance or nonperformance of services hereunder."

The last sentence of Section I(B)(2) is modified to read "If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule."

Section I(C)(1) is modified to read "If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Scope of Work Document or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for services in the Scope of Work Document, then Consultant shall promptly notify the Client regarding the need for additional services. Any request for additional services must be approved in writing by Client."

Section I(C)(2) is modified to read "Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates in effect at the time the services are being performed, a current copy of which is attached."

Section I(D)(3) is modified to read "Either party may terminate this Agreement or any Scope of Work Document upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement."

Section I(D)(4) is modified to read "In the event of termination, Consultant shall be compensated for services performed prior to termination date."

Section II(A)(1) is modified to read "The Client shall, in proper time and sequence and where appropriate to the project defined in each Scope of Work Document ("Project"), at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands identified by Consultant as required for Consultant to perform its services."

The second sentence of Section II(A)(2) is modified to read "Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services which are requested by Consultant, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples;

environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps."

Section III(A)(2) is modified to read "Should taxes, fees or costs be imposed by any governmental body or regulatory agency that are specifically related to completion of the Project, they shall be in addition to Consultant's agreed upon compensation."

Section III(A)(3) is modified to read "Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings."

In addition to the existing terms, Section IV(A)(1) is modified to add the following sentence "Consultant will, without additional compensation, correct or replace any and all services not meeting the Standard of Care."

The first sentence of Section IV(A)(2) is modified to read "Consultant neither guarantees the performance of any entity providing construction services on the Project or any entity providing professional services on the Project not hired by Consultant ("Contractor") nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant.

The first sentence of Section IV(A)(3) is modified to read "If requested in the scope of a Scope of Work Document, then Consultant may provide an Opinion of Probable Construction Cost."

Section IV(C)(1) is modified to read "[Not used.]"

In addition to existing terms, Section IV(C)(3) is modified to include the following sentence "Consultant shall maintain reasonable insurance coverage throughout this agreement including commercial general liability, automobile, and professional liability."

Section IV(D)(2) is added and reads "Consultant shall not subcontract any work Consultant is to provide under this Agreement without prior written consent of the Client."

Section V(B)(1) is modified to read "Any dispute not settled through mediation shall be settled through litigation in the courts of Sheboygan County, Wisconsin. Both parties waive their right to a trial by jury."

Section VI(B)(1) is modified to read "Provided that Consultant has been paid in full for its services, Client shall own all deliverables provided to Client as a result of Consultant's efforts on the Project. Consultant shall retain full rights to all other electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such deliverables, Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service."

In addition to existing terms, Section VII is added to include the following terms

- 1) **Non-Appropriation.** If funds for the continued fulfillment of this Agreement by the Client are at any time not forthcoming or are insufficient, through failure of any entity – including the Client itself – to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty.
- 2) **Public Records Compliance.** Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law. Consultant agrees to provide any records subject to the Wisconsin Public Records Law to Client subject to Consultant's fee schedule in effect at that time. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.
- 3) **Indemnification by Consultant.**

To the extent permitted by law, Consultant hereby agrees to indemnify and hold harmless the Client, its elected and appointed officials, officers, and employees, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses (collectively "Loss") caused by reason of any negligent act, negligent omission, or fault of Consultant or of anyone acting under its direction or control or on its behalf. Upon notice of any Loss that may invoke Consultant's obligation to indemnify and hold harmless, the notified party shall provide notice to the other party. Consultant's duty to indemnify and hold harmless under this section is expressly limited to Consultant's proportional negligence.

Consultant shall reimburse the Client, its elected and appointed officials, officers, and employees, for any and all legal expenses and costs incurred by each of them in connection with this indemnification provision.

- 4) **No Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any part of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
- 5) **Independent Contractor Status.** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Client. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.
- 6) **Conflict of Interest.** For each Scope of Work Document covered by this Agreement, Consultant shall disclose to Client all potential conflicts of interest as known and determined by Consultant. Such notice shall be accomplished by promptly informing Client of any business association, interest, or other circumstances. Consultant agrees that no person creating any such interest shall be employed in the performance of this Agreement without the written consent of the Client.
- 7) **Nondiscrimination.** In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant further agrees to take affirmative action to ensure equal employment opportunities.
- 8) **Notice.** Any notice required by this Agreement shall be made in writing as set forth below:

Client: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, Wisconsin 53083

Consultant: Dan Schaefer, 809 N 8th St. Suite 204, Sheboygan, Wisconsin 53801

Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of the Client and Consultant.
- 9) **Compliance with Laws.** In performing the Services under this Agreement, Consultant shall provide Client with timely notice of known conflicts between any statutes, ordinances, plans, or regulations of any public authority having any jurisdiction over any Services under this Agreement. Upon providing such notice, Consultant shall proceed only after obtaining approval for the resolution and course of action from Client. Consultant shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.
- 10) **Advertising and News Releases.** Reference to or use of the Client, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the Client. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the Client.
- 11) **Non-Collusion.** For each Scope of Work Document covered by this Agreement, Consultant certifies, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in its quote were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor; and (2) no attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote to the Client for these services for the purpose of restricting competition.

Short Elliott Hendrickson Inc.

City of Sheboygan

By: _____

By: _____

Title: _____

Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
November 2, 2020.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 114-20-21
by Alderpersons Donohue and Bohren authorizing the sale of 1402 Union Avenue
in the City of Sheboygan; recommends adopting the Resolution.

_____ 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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 114 - 20 - 21. By Alderpersons Donohue and Bohren.
October 26, 2020.

A RESOLUTION authorizing the sale of 1402 Union Avenue in the City of Sheboygan.

RESOLVED: That the appropriate City officials are authorized to accept the Commercial Offer to Purchase of Jim Schultz Apartments, LLC, a copy of which is attached, for 1402 Union Avenue in the City of Sheboygan.

*For
adopt*

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

WB-15 COMMERCIAL OFFER TO PURCHASE

Buyer

1 ~~PLEASE~~ DRAFTING THIS OFFER ON OCT 2020 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Jim Schultz Apartments, LLC

4 _____, offers to purchase the Property known as [Street Address] 1402 Union Ave

5 _____ in the City

6 of SHEB, County of SHEB, Wisconsin

7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 **PURCHASE PRICE:** _____ Dollars (\$ 12,900.-).

9 **EARNEST MONEY** of \$ N/A accompanies this Offer and earnest money of \$ _____ will be

10 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or

11 _____

12 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

13 **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer

14 not excluded at lines 20-22, and the following additional items: N/A

15 _____

16 _____

17 All personal property included in purchase price will be transferred by bill of sale or _____

18 **NOT INCLUDED IN PURCHASE PRICE:** N/A

19 _____

20 _____

21 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded**

22 **by Seller or which are rented and will continue to be owned by the lessor.**

23 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**

24 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

25 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**

26 **acceptance provide adequate time for both binding acceptance and performance.**

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before

28 Nov 30 2020. Seller may keep the Property on the market and accept

29 secondary offers after binding acceptance of this Offer.

30 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF

32 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

33 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a

34 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

35 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

36 Seller's recipient for delivery (optional): _____

37 Buyer's recipient for delivery (optional): _____

38 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

39 Seller: (_____) Buyer: (_____)

40 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery

41 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at

42 line 47 or 48.

43 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's

44 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

45 Delivery address for Seller: 828 Center Ave, Suite 208, Sheboygan, WI 53081

46 Delivery address for Buyer: 15327 XX Kiel WI 53042

47 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a

48 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,

49 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and

50 electronic signatures in the transaction, as required by federal law.

51 E-Mail address for Seller (optional): _____

52 E-Mail address for Buyer (optional): _____

53 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery

54 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, if applicable, dated NOV, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and
61 _____

62 SOLD AS IS
INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than NOV 6, 2020
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and N/A
71 _____

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

77 Current assessment times current mill rate (current means as of the date of closing)

78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)

80
81 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
82 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
83 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any,
95 are N/A

96 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than N/A days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL-WEATHERIZATION** This transaction (is) (is not) STRIKE ONE exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: N/A

106 _____ . If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** N/A

110 _____ Sold "As IS"

111 _____

112 _____

113 _____

114 _____

115 _____

116 PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: N/A

117
118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

130 _____
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

137 _____ CHECK ALL THAT APPLY, for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ STRIKE AND COMPLETE AS APPLICABLE Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

- 159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.
- 162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.
- 164 Rent roll.
- 165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.
- 216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.
- 223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.
- 226 (Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

228 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

- 238 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
- 239 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be
240 fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
241 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.

245 **NOTE:** If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.

247 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

253 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,
254 BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S
255 AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

256 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
276 adequate time for performance.

277 **ADDITIONAL PROVISIONS/CONTINGENCIES:** - CASH OFFER -

278 _____

279 _____

280 _____

281 _____

282 _____

283 _____

284 _____

285 _____

286 _____

DEFINITIONS CONTINUED FROM PAGE 4

- 287 **DEFINITIONS CONTINUED FROM PAGE 4**
- 288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
- 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
- 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
- 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
- 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
- 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
- 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
- 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
- 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
- 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
- 298 and state and federal guidelines, as applicable.
- 299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
- 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
- 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
- 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**
- 303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
- 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
- 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
- 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
- 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
- 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
- 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
- 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.
- 311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**
- 312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
- 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
- 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
- 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
- 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.
- 318 **EARNEST MONEY**
- 319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
- 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.
- 321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
- 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**
- 323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
- 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
- 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
- 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
- 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
- 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
- 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
- 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
- 331 disbursement.
- 332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
- 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
- 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
- 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
- 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
- 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
- 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
- 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346 _____

PLA

347 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
348 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

349 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
350 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
351 other than the current use.

352 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
353 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
354 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

355 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if
356 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
357 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
358 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
359 closing (see lines 365-371).

360 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
361 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
362 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
363 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

364 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
365 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
366 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
367 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
368 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
369 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
370 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

371 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
372 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

373 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current
374 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
375 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
376 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
377 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

378 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
379 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~
380 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
381 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
382 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
383 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
384 had actual knowledge or written notice before signing the Offer.

385 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
386 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
387 Assessment report to which Buyer objects (Notice of Defects).

388 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

389 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
390 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
391 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
392 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
393 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
394 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
398 remedies.

399 If Buyer defaults, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

- 403 (1) sue for specific performance; or
404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the
433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**
458 **inspection(s).**
459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
465 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be**
478 **null and void.**

479 **ADDENDA:** The attached N/A _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] _____
481 _____ on _____

482 Buyer Entity Name (if any): _____

483 (X) [Signature] _____ on X 10-16-2020
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

487 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): _____

493 (X) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

497 This Offer was presented to Seller by [Licensee and Firm] _____
498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Property Address:

1402 Union Ave, SH8B, WI

450 INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of

453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

465 RIGHT TO CURE: Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____

475 _____
476 [INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR
477 PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 ADDENDA: The attached _____ N/A _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] _____

481 _____ on _____

482 Buyer Entity Name (if any): _____

483 (X) [Signature] _____ X 10-16-2020
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲

485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲

487 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING
490 AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS
491 SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

492 Seller Entity Name (if any): _____

493 (X) [Signature] _____ 11-3-2020
494 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ MICHAEL J. VANDERSTEEN Date ▲

495 (X) [Signature] _____ 11/3/2020
496 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Meredith C Brown City Clerk Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] _____

498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

IX

Gen. Ord. No. _____ - 20 - 21. By Alderperson Phillips. November 2, 2020.

AN ORDINANCE amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1125 N. 13th Street from Class Employment to Class Community Mixed Use Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Class Employment to Class Community Mixed Use Classification:

Property located at 1125 N. 13th Street:

ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD

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

City Plan

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

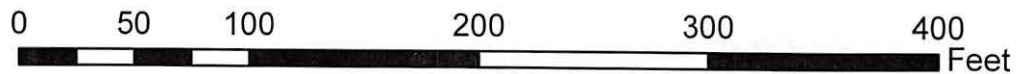
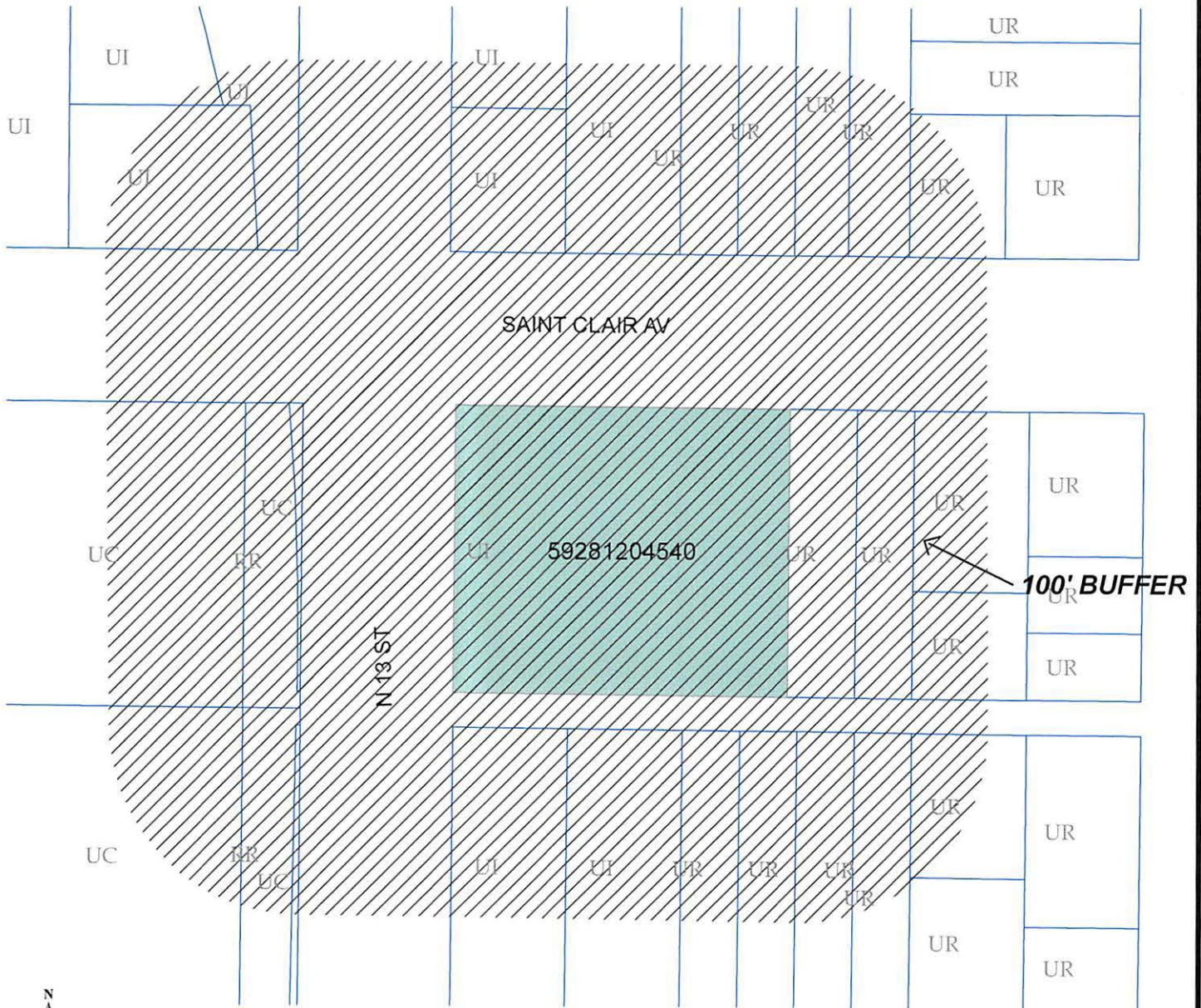
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

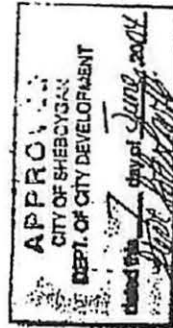
PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM EMPLOYMENT to COMMUNITY MIXED-USE

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

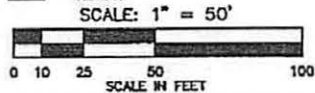
ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD



1741485
 SHEBOYGAN COUNTY, WI
 RECORDED ON
 08/05/2004 02:44PM
 DARLENE J. NAVIS
 REGISTER OF DEEDS
 RECORDING FEE: 13.00
 TRANSFER FEE:
 STAFF ID 11
 TRANS # 47663
 # OF PAGES: 2



NORTH IS REFERENCED TO THE NORTH LINE OF BLOCK 80, ORIGINAL PLAT, CITY OF SHEBOYGAN, HAVING AN ASSUMED BEARING OF S 89°56'01" E.



VOL 21 PAGE 4

CERTIFIED SURVEY MAP
 OF

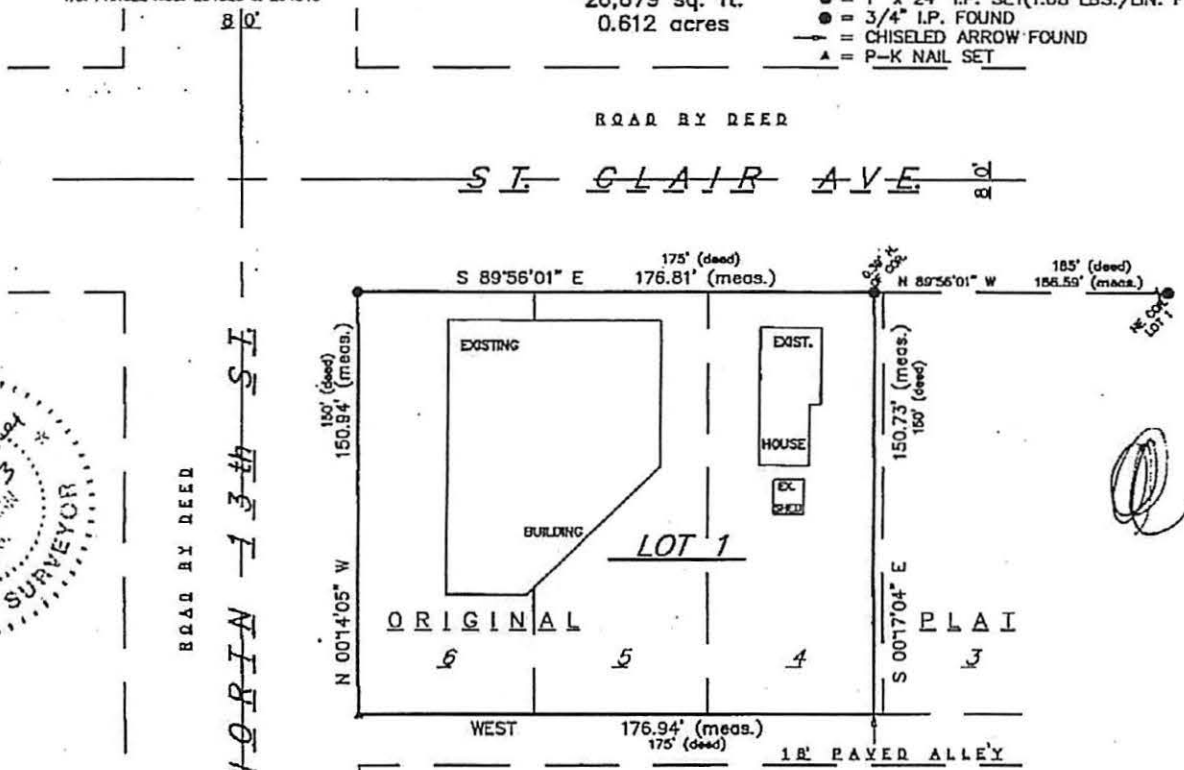
THE WEST 55' OF LOT 4 AND LOTS 5 & 6, BLOCK 80, ORIGINAL PLAT

CITY OF SHEBOYGAN
 OWNER: REHABILITATION CENTER OF SHEBOYGAN
 ADDRESS: 1305 ST. CLAIR AVENUE & 1125 NORTH 13TH STREET
 SHEBOYGAN, WI 53081
 TAX PARCEL NOS. 204520 & 204540

TOTAL AREA
 26,679 sq. ft.
 0.612 acres

LEGEND

- = 1" x 24" I.P. SET (1.68 LBS./LIN. FT.)
- = 3/4" I.P. FOUND
- = CHISELED ARROW FOUND
- ▲ = P-K NAIL SET



ROAD BY DEED
 NORTH 13th ST

ST. CLAIR AVE

ROAD BY DEED

18' PAVED ALLEY

THIS INSTRUMENT DRAFTED BY DAVID C. HINZE, JR. OF HINZE & ASSOCIATES, INC.

JOB NO. F-0727

SHEET 1 OF 2
 BOOK NO. 158, PAGE NOS. 158-159

AND E 1/4 22-15-23

~~X~~

Gen. Ord. No. _____ - 20 - 21. By Alderperson Phillips. November 2, 2020.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1125 N. 13th Street from Class Urban Industrial (UI) to Class Urban Commercial (UC) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Urban Commercial (UC) Classification:

Property located at 1125 N. 13th Street:

ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD

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.

Copy Plan

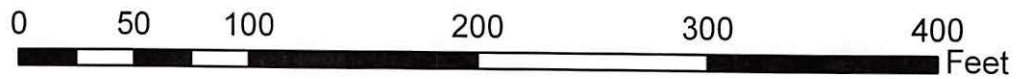
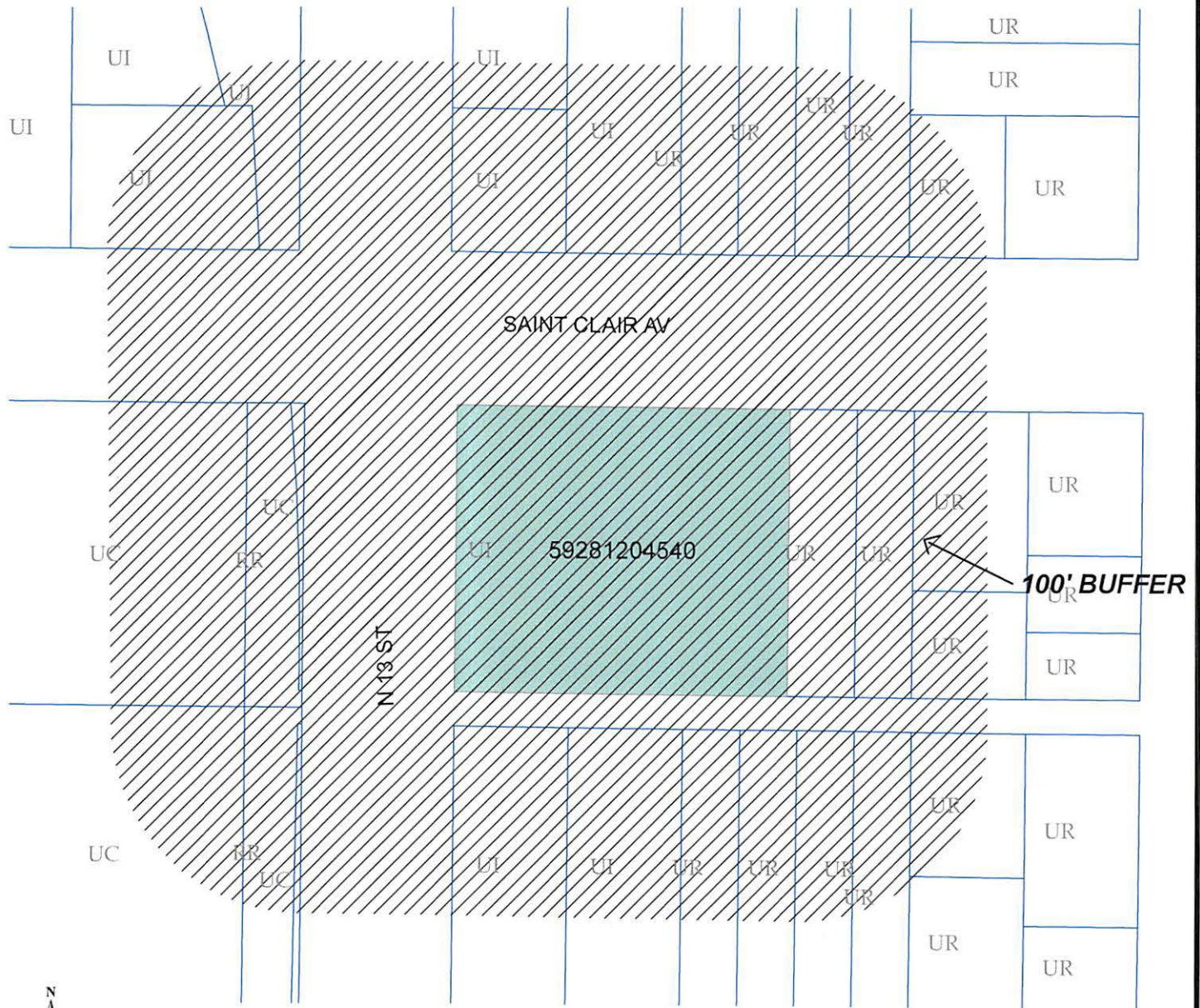
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE FROM URBAN INDUSTRIAL (UI) to URBAN COMMERCIAL (UC) SECTION 22, T. 15 N, R. 23 E

ORIGINAL PLAT PRT OF BLK 80 LOT 1 CSM REC IN VOL 21 P 4 AS DOC #1741485 ROD



1741485

SHEBOYGAN COUNTY, WI
RECORDED ON

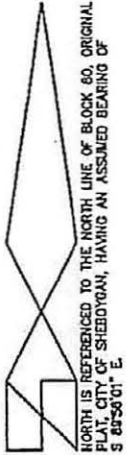
08/05/2004 02:44PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 13.00
TRANSFER FEE:

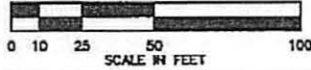
STAFF ID 11
TRANS # 47663

OF PAGES: 2



NORTH IS REFERRED TO THE NORTH LINE OF BLOCK 80, ORIGINAL PLAT, CITY OF SHEBOYGAN, HAVING AN ASSUMED BEARING OF S 89°56'01\"/>

SCALE: 1" = 50'



APPROVED
CITY OF SHEBOYGAN
DEPT. OF CITY DEVELOPMENT
David C. Hinze, Jr.

CERTIFIED SURVEY MAP
OF
THE WEST 55' OF LOT 4 AND LOTS 5 & 6, BLOCK 80, ORIGINAL PLAT

CITY OF SHEBOYGAN
OWNER: REHABILITATION CENTER OF SHEBOYGAN
ADDRESS: 1305 ST. CLAIR AVENUE & 1125 NORTH 13TH STREET
SHEBOYGAN, WI 53081
TAX PARCEL NOS. 204520 & 204540

TOTAL AREA
26,679 sq. ft.
0.612 acres

LEGEND

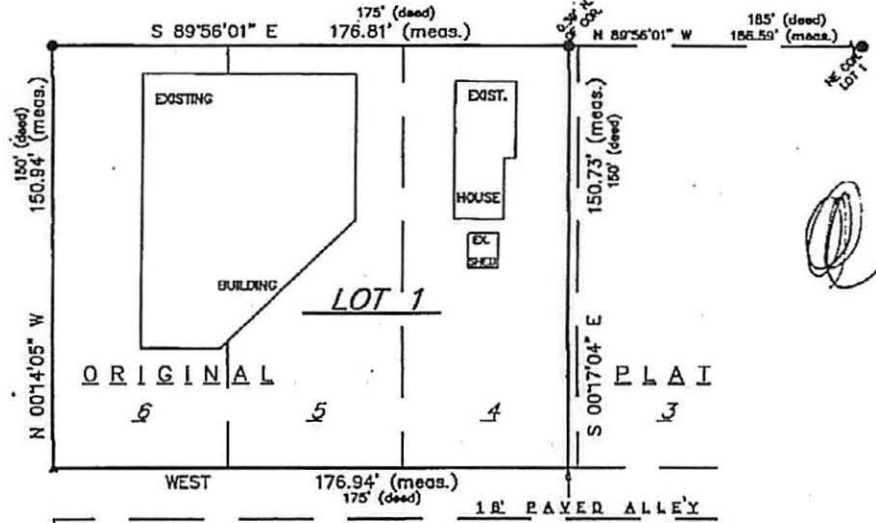
- = 1" x 24" I.P. SET (1.68 LBS./LIN. FT.)
- = 3/4" I.P. FOUND
- = CHISELED ARROW FOUND
- ▲ = P-K NAIL SET

ROAD BY DEED

ST. CLAIR AVE

ROAD BY DEED

NORTH 13th ST



SHEET 1 OF 2

BOOK NO. 158, PAGE NOS. 158-159

THIS INSTRUMENT DRAFTED BY DAVID C. HINZE, JR. OF HINZE & ASSOCIATES, INC.

JOB NO. F-0727

4ND E 1/4 22-15-23

R. C. No. _____ - 20 - 21. By COMMITTEE OF THE WHOLE. October 26, 2020.

Your Committee to whom was referred R. O. No. 82-20-21 by Finance Director submitting 2021 Budget adjustments related to Res. No. 103-20-21 by Alderpersons Donohue and Sorenson establishing the 2021 Budget appropriations and the 2020 Tax Levy for use during the calendar year; recommends filing the document.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.1

R. O. No. 82 - 20 - 21. By FINANCE DIRECTOR. October 19, 2020.

Submitting 2021 Budget adjustments related to Res. No. 103-20-21 by Alderpersons Donohue and Sorenson establishing the 2021 Budget appropriations and the 2020 Tax Levy for use during the calendar year.

Cops
file

Finance Director

2021 Budget -Changes per 10/12/2020 Finance and Personnel Committee

Financial Changes

Change	Budget Area
Reduce \$157,190	GENERAL FUND: Public Safety
Increase \$157,190	SPECIAL REVENUE: Public Safety
Decrease \$157,190	GENERAL FUND: Other Financing Sources
Decrease \$157,190	SPECIAL REVENUE: Transfers and other expenses
Increase \$54,692	GENERAL FUND: Intergovernmental Revenue
Decrease \$53,909	SPECIAL REVENUE: Licenses and Permits
Increase \$25,333	SPECIAL REVENUE: Taxes
Decrease \$53,182	DEBT SERVICE: Transfers and other expenses
Increase \$600,000	GENERAL FUND: Transfers and other expenses
Decrease \$90,333	SPECIAL REVENUE: Culture and Recreation

Personnel Changes

Change	Position Category
Reduce 1.0 FTE	GENERAL FUND: Public Safety: Fire Department: Assistant Fire Chief
Add 1.0 FTE	SPECIAL REVENUE FUND: Ambulance: Assistant Fire Chief
Reduce 1.0 FTE	SPECIAL REVENUE FUND: Mead Public Library: Page Supervisor

2021 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds
Revenue						
Taxes	\$18,791,155	\$3,831,813	\$9,387,912	\$1,557,000	\$0	\$450,613
Licenses and Permits	\$976,240	\$557,091	\$0	\$0	\$0	\$30,700
Intergovernmental Revenue	\$14,565,157	\$2,303,031	\$88,487	\$2,150,296	\$0	\$5,021,374
Intergovernmental Charges for Services	\$263,160	\$0	\$0	\$0	\$0	\$9,022,496
Charges for Services	\$1,554,757	\$2,167,340	\$0	\$0	\$9,400	\$21,196,988
Fines and Forfeitures	\$261,000	\$700,000	\$0	\$0	\$0	\$2,500
Miscellaneous Revenue	\$451,856	\$375,674	\$808,087	\$216,648	\$44,700	\$1,025,950
Other Financing Sources	\$1,551,734	\$230,000	\$1,038,054	\$10,700,438	\$0	\$282,787
Total Revenue	\$38,415,058	\$10,164,949	\$11,322,540	\$14,624,382	\$54,100	\$37,033,408
Expenditures						
General Government	\$4,022,232	\$1,316,336	\$638,546	\$0	\$0	\$9,726,927
Public Safety	\$22,328,573	\$1,053,705	\$0	\$1,188,000	\$0	\$0
Public Works	\$9,342,010	\$1,036,746	\$0	\$8,649,300	\$0	\$18,045,206
Health and Human Services	\$207,298	\$0	\$0	\$0	\$1,000	\$0
Culture and Recreation	\$3,008,271	\$4,012,866	\$0	\$1,581,278	\$0	\$3,021
Conservation and Development	\$377,430	\$1,229,025	\$0	\$1,512,402	\$0	\$8,266
Transfers and other expenses	\$1,138,030	\$1,828,737	\$18,676,851	\$278,000	\$15,000	\$7,434,274
Total Expenditures	\$40,423,845	\$10,477,415	\$19,315,397	\$13,208,980	\$16,000	\$35,217,694
Excess of revenues over (under) expenditures	-\$2,008,787	-\$312,466	-\$7,992,857	\$1,415,402	\$38,100	\$1,815,714
Fund Balance, January 1	\$20,175,775	\$2,725,364	\$24,216,592	\$4,232,837	\$991,534	\$0
Fund Balance, December 31	\$18,166,988	\$2,412,898	\$16,223,735	\$5,648,238	\$1,029,634	\$0
Net Position, January 1	\$0	\$0	\$0	\$0	\$0	\$97,994,847
Net Position, December 31	\$0	\$0	\$0	\$0	\$0	\$99,810,561
Net Property Tax Required	\$17,309,115	\$2,583,980	\$3,840,801	\$812,000	\$0	\$475,946

Assessed Valuation

ASSESSED TAX RATE

Equalized Valuation*

EQUALIZED TAX RATE

*Valuation does not include Tax Incremental District Valuation

BUDGET SUMMARY

2021 Executive	2020 Estimated	2019 Actual	2018 Actual	
\$34,018,493	\$31,886,221	\$31,522,120	\$30,561,851	Revenue
\$1,564,031	\$1,651,143	\$2,222,315	\$1,806,082	Taxes
\$24,128,345	\$23,127,655	\$23,158,063	\$20,793,432	Licenses and Permits
\$9,285,656	\$8,447,059	\$9,063,307	\$9,659,001	Intergovernmental Revenue
\$24,928,485	\$23,847,275	\$23,265,895	\$22,603,020	Intergovernmental Charges for Services
\$963,500	\$898,705	\$1,109,175	\$1,197,563	Charges for Services
\$2,922,915	\$4,201,293	\$9,706,196	\$5,612,812	Fines and Forfeitures
\$13,803,013	\$20,763,088	\$20,654,263	\$43,581,151	Miscellaneous Revenue
\$111,614,437	\$114,822,439	\$120,701,334	\$135,814,911	Other Financing Sources
				Total Revenue
\$15,704,041	\$14,169,653	\$17,469,878	\$20,803,862	Expenditures
\$24,570,279	\$24,050,804	\$22,518,084	\$24,471,918	General Government
\$37,073,263	\$33,809,326	\$30,610,396	\$30,465,718	Public Safety
\$208,298	\$205,331	\$197,733	\$205,785	Public Works
\$8,605,436	\$9,299,802	\$7,475,790	\$7,102,525	Health and Human Services
\$3,127,123	\$7,313,817	\$3,755,668	\$16,223,927	Culture and Recreation
\$29,370,892	\$19,647,725	\$36,626,007	\$23,842,251	Conservation and Development
\$118,659,332	\$108,496,458	\$118,653,556	\$123,115,987	Transfers and other expenses
				Total Expenditures
<u>-7,044,894</u>	<u>\$6,325,981</u>	<u>\$2,047,778</u>	<u>\$12,698,924</u>	Excess of revenues over (under) expenditures
\$52,342,102	\$47,263,596	\$53,414,089	\$42,751,108	Fund Balance, January 1
\$43,481,493	\$52,342,102	\$47,263,596	\$53,328,001	Fund Balance, December 31
\$97,994,847	\$96,747,371	\$88,549,101	\$85,924,256	Net Position, January 1
\$99,810,561	\$97,994,847	\$96,747,371	\$88,046,288	Net Position, December 31
\$25,021,842	\$24,092,874	\$23,770,487	\$23,324,477	Net Property Tax Required
\$2,455,282,603	\$2,399,221,082	\$2,398,553,954	\$2,394,400,591	Assessed Valuation
10.1920	10.0420	9.9100	9.7413	ASSESSED TAX RATE
\$3,074,483,600	\$2,724,220,600	\$2,650,921,700	\$2,488,723,200	Equalized Valuation*
8.139	8.844	8.967	9.372	EQUALIZED TAX RATE

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant / Communications Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the Mayor	2.00	2.00	2.00	2.00	2.00
No changes in 2021.					
Office of the City Clerk					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Council/Licensing Clerk	1.00	1.00	1.00	1.00	1.00
Elections Specialist	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>
Total Office of the City Clerk	3.75	3.75	3.75	3.75	3.75
No changes in 2021.					
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Budget Analyst	1.00	1.00	0.00	0.00	0.00
Assistant to the City Administrator	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the City Administrator	2.00	2.00	2.00	2.00	2.00
No changes in 2021.					
Finance Department					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.00	1.00	0.00	0.00	0.00
Deputy Finance Director	0.00	0.00	1.00	1.00	1.00
Auditor/Analyst*	1.00	1.00	1.00	0.00	0.00
Accountant*	1.00	1.00	1.00	0.00	0.00
Accountant I	0.40	0.40	0.40	2.00	2.00
Accountant II	0.00	0.00	0.00	1.00	1.00
Accountant III*	0.00	0.00	0.00	1.00	1.00
Clerk I*	1.00	1.00	1.00	0.00	0.00
Accounts Payable Clerk	1.00	1.00	1.00	0.00	0.00
Purchasing Agent	0.50	0.50	0.50	0.50	0.50
Administrative Services Clerk I*	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Finance Department	5.90	6.90	6.90	7.50	7.50

*Accountant III position added 1.00 FTE.

*Accountant I position transferred from Finance Department 0.60 FTE.

*Clerk I title changed to Administrative Services Clerk I.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Human Resources Department					
Director of H.R. and Labor Relations	1.00	1.00	1.00	1.00	1.00
Payroll Administrator	1.00	1.00	1.00	1.00	1.00
Benefit Administrator / Analyst	1.00	1.00	1.00	1.00	1.00
Human Resources Generalist	1.00	1.00	1.00	1.00	1.00
Accountant I*	0.60	0.60	0.60	0.00	0.00
Administrative Services Clerk II*	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Human Resources Department	4.60	4.60	4.60	5.00	5.00

*Accountant I position transferred to Finance Department 0.60 FTE.

*Administrative Services Clerk II position added 1.00 FTE.

Office of the City Attorney

City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney I	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney II	0.00	0.40	0.40	0.40	0.40
Legal Assistant	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total City Attorney's Office	4.00	4.40	4.40	4.40	4.40

No changes in 2021.

PUBLIC SAFETY

Police Department

Chief	1.00	1.00	1.00	1.00	1.00
Captain	3.00	3.00	3.00	3.00	3.00
Lieutenant	4.00	4.00	4.00	4.00	4.00
Sergeant	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer	60.00	60.00	60.00	60.00	60.00
Office Supervisor	1.00	1.00	1.00	1.00	1.00
Communication Technician	1.00	1.00	1.00	1.00	1.00
Court Services Secretary	2.00	2.00	2.00	2.00	2.00
Community Service Officer	1.00	1.00	1.00	1.00	1.00
Community Service Officer Trainee (FTE)	1.00	1.00	1.00	1.00	1.00
Record Specialist Clerk	8.00	8.00	8.00	8.00	8.00
Time System Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary	2.00	2.00	2.00	2.00	2.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00
Fleet Operation Mechanic	1.00	1.00	1.00	1.00	1.00
Property Officer	1.00	1.00	1.00	1.00	1.00
Digital Evidence Manager	1.00	1.00	1.00	1.00	1.00
MEG Unit Secretary	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>
Total Police Department	105.40	105.40	105.40	105.40	105.40

No changes in 2021.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
Fire Department					
Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief*	1.00	1.00	2.00	2.00	1.00
Deputy Fire Chief	1.00	1.00	0.00	0.00	0.00
Battalion Chief	4.00	4.00	4.00	4.00	4.00
Captain	5.00	5.00	3.00	3.00	3.00
Lieutenant	10.00	10.00	11.00	12.00	12.00
Fire Equipment Operator	15.00	15.00	15.00	15.00	15.00
Firefighter	18.00	18.00	18.00	18.00	18.00
Firefighter/Paramedic	14.00	14.00	14.00	14.00	14.00
Administrative Coordinator/Supervisor	0.00	0.00	1.00	1.00	1.00
Confidential Secretary	1.00	1.00	0.00	0.00	0.00
Office Assistant	0.50	0.50	0.00	0.00	0.00
Administrative Assistant	<u>0.00</u>	<u>0.00</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Total Fire Department	70.50	70.50	69.50	70.50	69.50

*Assistant Fire Chief transferred to Ambulance Fund 1.00 FTE.

Building Inspection					
Building Inspector I	0.00	0.00	0.00	1.00	1.00
Building/Housing Inspector II	2.00	2.00	2.00	1.00	1.00
Electrical/Heating Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing/Environmental Inspector	1.00	1.00	1.00	1.00	1.00
Housing/Environmental Inspector	1.00	0.00	0.00	0.00	0.00
Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00
Building Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Permit Clerk	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Building Inspection	8.00	8.00	8.00	8.00	8.00

No changes in 2021.

PUBLIC WORKS

Department of Public Works

Administration

Director of Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	0.00	0.00	1.00	1.00	1.00
Management Analyst	1.00	1.00	0.00	0.00	0.00
Clerk II	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Public Works Administration	4.00	4.00	4.00	4.00	4.00

No changes in 2021.

Engineering

City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer / Project Manager	1.00	1.00	2.00	2.00	2.00
Assistant Engineer / Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineering Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	2.00	2.00	2.00	1.00	1.00
GIS Project Specialist	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Engineering	7.00	7.00	8.00	8.00	8.00

Environmental Engineer transferred from Wastewater Department 1.00 FTE.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Facilities and Traffic					
Superintendent - Facilities/Traffic	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Leadman Signs	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Lighting	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Signals	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Craftsman	3.00	3.00	3.00	3.00	3.00
Maintenance Worker II-Signs	1.00	1.00	1.00	3.00	3.00
Maintenance Worker II-City Hall	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I-MSB	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Facilities and Traffic	10.00	10.00	10.00	12.00	12.00
Streets and Sanitation					
Superintendent - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Supervisor - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Engineering Tech	0.00	0.00	1.00	1.00	1.00
Maintenance Worker IV-Lead Sanitation	1.00	1.00	1.00	0.00	0.00
Maintenance Worker IV-Streets	1.00	1.00	1.00	4.00	4.00
Maintenance Worker III-Streets	7.00	7.00	7.00	2.00	2.00
Maintenance Worker II-Streets	14.00	14.00	14.00	10.00	10.00
Maintenance Worker I-Streets	5.00	5.00	5.00	6.00	6.00
Maintenance Worker IV-Sanitation	1.00	1.00	1.00	0.00	0.00
Maintenance Worker III-Sanitation	8.00	8.00	8.00	4.00	4.00
Maintenance Worker IV-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Sewer Maintenance	2.00	2.00	2.00	3.00	3.00
Maintenance Worker I-Sewer Maintenance	1.00	1.00	1.00	2.00	2.00
Maintenance Worker II-Street Sweeping	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Streets and Sanitation	46.00	46.00	47.00	38.00	38.00
Maintenance Worker IV-Leadman Sanitation moved to Recycling and					
title changed to MW IV-Leadman Recycling					
Parks and Cemetery					
Superintendent - Parks - Forestry	1.00	1.00	1.00	1.00	1.00
Forester	0.00	1.00	1.00	1.00	1.00
Maintenance Worker IV - Parks - Lead Tree	0.00	0.00	2.00	2.00	2.00
Maintenance Worker IV - Parks - Construction	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III - Parks - Forestry	6.00	6.00	5.00	5.00	5.00
Maintenance Worker II - Parks	6.00	6.00	6.00	6.00	6.00
Maintenance Worker I - Parks	3.00	3.00	3.00	0.00	0.00
Maintenance Worker III - Cemetery	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parks and Cemetery	17.00	19.00	20.00	17.00	17.00
Total Department of Public Works	84.00	86.00	89.00	79.00	79.00

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
CULTURE AND RECREATION					
Senior Services					
Director of Senior Services	0.00	1.00	1.00	1.00	1.00
Senior Center Supervisor	1.00	0.00	0.00	0.00	0.00
Assistant Supervisor	1.00	0.00	0.00	0.00	0.00
Coordinator	0.00	1.00	1.00	1.00	1.00
Program Coordinator	0.00	0.00	0.00	0.00	1.00
Custodian	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.00</u>
Total Senior Services	2.28	2.28	2.28	2.28	3.00

*Wellness Coordinator position added 1.00 via Friends Contribution and Custodian position eliminated 0.28 FTE.

CONSERVATION AND DEVELOPMENT

Planning and Development

Director of Planning and Development	1.00	1.00	1.00	1.00	1.00
Planning/Zoning Manager	1.00	1.00	1.00	1.00	1.00
Community Development Planner	1.00	1.00	1.00	1.00	1.00
Neighborhood Development Planner	1.00	0.00	1.00	1.00	1.00
Community/Economic Development Planner	0.00	1.00	0.00	0.00	0.00
Grant Coordinator	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Planning and Development	4.00	4.00	5.00	5.00	5.00

No changes in 2021.

TOTAL GENERAL FUND	296.43	299.83	302.83	294.83	294.55
---------------------------	---------------	---------------	---------------	---------------	---------------

SPECIAL REVENUE FUND

Mead Public Library

Director	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	1.00
Manager	2.00	2.00	2.00	2.00	2.00
Librarian II	2.00	2.00	0.00	0.00	0.00
Librarian I	5.75	5.75	0.00	0.00	0.00
Librarian	0.00	0.00	8.00	7.75	9.00
Maintenance Supervisor	1.00	1.00	0.00	0.00	1.00
Public Information Specialist II	1.00	1.00	0.00	0.00	0.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	0.00	0.00	1.00	1.00	1.00
Maintenance Technician	0.00	0.00	2.00	2.00	1.00
Administrative Assistant/Volunteer Coordinator	0.00	0.00	1.00	1.00	1.00
Administrative Assistant I	1.00	1.00	0.00	0.00	0.00
Maintenance Technician I	1.00	1.00	0.00	0.00	0.00
Library Assistant III	5.00	5.00	0.00	0.00	0.00
Library Assistant II	1.00	1.00	0.00	0.00	0.00
Library Assistant I	5.75	5.75	0.00	0.00	0.00
Cataloger	0.00	0.00	3.00	3.00	3.00
Public Safety Specialist	0.00	0.00	1.00	1.00	1.00
Library Assistant	0.00	0.00	9.25	8.50	9.25
Cleaner	1.50	1.50	2.00	2.00	2.00
Library Page	<u>9.50</u>	<u>9.50</u>	<u>6.50</u>	<u>6.50</u>	<u>6.00</u>
Total Mead Public Library	39.50	39.50	38.75	37.75	39.25

No changes in 2021.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Municipal Court					
Municipal Court Judge	0.50	0.50	0.50	0.50	0.50
Municipal Court Clerk	1.00	1.00	1.00	1.00	1.00
Office Clerk	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Municipal Court	2.50	2.50	2.50	2.50	2.50
No changes in 2021.					
Ambulance					
Assistant Fire Chief*	0.00	0.00	0.00	0.00	1.00
Firefighter/Paramedic	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
Total Ambulance	4.00	4.00	4.00	4.00	5.00
*Assistant Fire Chief transferred from Fire Department 1.00 FTE.					
Cable Television					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	<u>0.50</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total Cable Television	1.50	1.25	1.25	1.25	1.25
No changes in 2021.					
TOTAL SPECIAL REVENUE FUND	47.50	47.25	46.50	45.50	48.00
PROPRIETARY FUNDS					
Recycling Utility					
Maintenance Worker IV-Leadman Recycling	0.00	0.00	0.00	1.00	1.00
Maintenance Worker III-Recycling	<u>0.00</u>	<u>0.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Recycling Utility	0.00	0.00	2.00	3.00	3.00
Maintenance Worker IV-Leadman Recycling transferred from Streets and Sanitation 1.00 FTE.					
Transit Utility					
Director	0.70	0.70	0.70	0.70	0.70
Operator Supervisor	2.00	2.00	2.00	2.00	2.00
SET Supervisor	0.00	1.00	1.00	1.00	1.00
Lead Support - ADA Coordinator	2.00	1.00	0.00	0.00	0.00
Lead Dispatcher	1.00	1.00	0.00	0.00	0.00
Fill-In Dispatcher	1.00	1.00	0.00	0.00	0.00
Lead Mechanic	1.00	1.00	1.00	1.00	1.00
Mechanic	3.00	3.00	3.00	3.00	3.00
Administrative Coordinator	1.00	1.00	1.00	1.00	1.00
Transit Coordinator I	0.00	0.00	1.00	1.00	1.00
Transit Coordinator II	0.00	0.00	1.00	1.00	1.00
Transit Coordinator III	0.00	0.00	1.00	1.00	1.00
Fixed Route Operator	28.00	28.00	28.00	28.00	28.00
Paratransit Operator	12.00	12.00	12.00	12.00	12.00
Hostler	1.25	1.50	1.50	1.50	0.00
Maintenance Assistant	0.00	0.00	1.00	1.00	2.25
Cleaner	<u>1.25</u>	<u>1.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Transit Utility	54.20	54.45	54.20	54.20	53.95

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Lead Worker I	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parking Utility	2.30	2.30	2.30	2.30	2.30
No changes in 2021.					
Water Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Utility Accountant	1.00	1.00	1.00	1.00	1.00
Distribution Supervisor	1.00	1.00	1.00	1.00	1.00
Operations Supervisor	1.00	1.00	1.00	1.00	1.00
Customer Relations/Fiscal Supervisor	1.00	1.00	1.00	1.00	1.00
Utility Engineer	1.00	1.00	1.00	1.00	1.00
Engineer Technician	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	0.00	1.00	1.00	1.00	1.00
Distribution Technician	6.00	5.00	6.00	6.00	6.00
Lead Operations Technician	1.00	1.00	1.00	1.00	1.00
Operator	5.00	5.00	5.00	5.00	5.00
Operations Technician	2.00	2.00	2.00	2.00	2.00
Utility Support Specialist	4.00	4.00	4.00	4.00	4.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Lead Service Technician	1.00	1.00	1.00	1.00	1.00
Service Technician	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Water Utility	30.00	30.00	31.00	31.00	31.00
No changes in 2021.					
Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Industrial Wastewater Supervisor	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	1.00	1.00	1.00	0.00	0.00
Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electromechanical Technician	1.00	1.00	1.00	1.00	1.00
Laboratory Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Operator III	1.00	2.00	2.00	2.00	2.00
Operator I	1.00	2.00	2.00	2.00	2.00
Administrative Assistant	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Wastewater Utility	13.00	15.00	15.00	14.00	14.00
Environmental Engineer transferred to Engineering Department 1.00 FTE.					
TOTAL PROPRIETARY FUND	99.50	101.75	104.50	104.50	104.25
INTERNAL SERVICE FUNDS					
Information Technology					
IT Director	1.00	1.00	1.00	1.00	1.00
Systems Analyst	2.00	2.00	2.00	2.00	2.00
Network Administrator	1.00	1.00	2.00	1.00	1.00
PC Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Information Technology	5.00	5.00	6.00	5.00	5.00

**PERSONNEL SCHEDULE
 AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
MOTOR VEHICLE FUND					
Motor Vehicle					
Equipment Service Supervisor	1.00	1.00	1.00	1.00	1.00
Master Certified Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Certified Truck Mechanic	3.00	2.00	2.00	2.00	2.00
Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Service Mechanic II	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Motor Vehicle	6.00	6.00	6.00	6.00	6.00
No changes in 2021.					
TOTAL INTERNAL SERVICE FUNDS	11.00	11.00	12.00	11.00	11.00
TOTAL PROPRIETARY FUNDS	110.50	112.75	116.50	115.50	115.25
TOTAL CITY FUNDS	454.43	459.83	465.83	455.83	457.80

R. C. No. _____ - 20 - 21. By COMMITTEE OF THE WHOLE. October 26, 2020.

Your Committee to whom was referred R. C. No. 164-20-21 by Finance and Personnel Committee to whom was referred Res. No. 103-20-21 by Alderpersons Donohue and Sorenson establishing the 2021 Budget appropriations and the 2020 Tax Levy for use during the calendar year; recommends amending the document to incorporate changes outlined in R. O. No. 82-20-21.

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

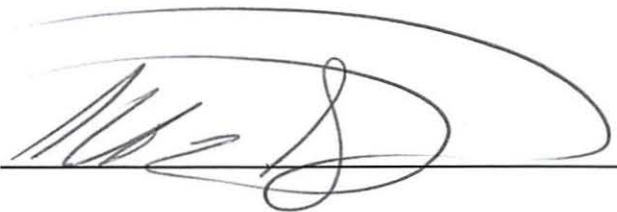
VIII

5.3

R. C. No. 164 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
October 19, 2020.

Your Committee to whom was referred Res. No. 103-20-21 by Alderpersons Donohue and Sorenson establishing the 2021 Budget appropriations and the 2020 Tax Levy for use during the calendar year; recommends adopting the Resolution.

*C/W:
Amend to incorporate each change
in R.O. 82-20-21*



_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.7

Res. No. 103 - 20 - 21. By Alderpersons Donohue and Sorenson.
October 5, 2020.

A RESOLUTION establishing the 2021 Budget appropriations and the 2020 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council committees have duly considered and discussed a budget for 2021 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 26, 2020 as required, and

WHEREAS, The 2021 budget requires a tax levy to partially finance the appropriations.


NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2021 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Neighborhood Revitalization Fund, Mead Public Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service - G.O. Debt Service, Convention Center Debt Service, TID 6 Debt, TID 10 Debt, TID 12 Debt, TID 13 Debt, TID 14 Debt, TID 15 Debt, TID 16 Debt, TID 17 Debt, TID 18 Debt, TID 19 Debt, Environmental TID Debt; Capital Improvements Funds - Capital Projects, Capital Improvement, Industrial Park Fund, TID 12 Capital, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital, TID 20 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds-Wastewater Utility, Recycling Utility Fund, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care be and are hereby adopted as set forth in the attachment and established in the budget document.

FJP
PW
LHPS

BE IT FURTHER RESOLVED that the Personnel Schedule as presented in the 2021 Budget be approved, and

BE IT FURTHER RESOLVED that the property tax levy required to finance the 2021 Budget is \$25,021,842.



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

2021 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds
Revenue						
Taxes	\$18,791,155	\$3,831,813	\$9,387,912	\$1,557,000	\$0	\$450,613
Licenses and Permits	\$976,240	\$557,091	\$0	\$0	\$0	\$30,700
Intergovernmental Revenue	\$14,565,157	\$2,303,031	\$88,487	\$2,150,296	\$0	\$5,021,374
Intergovernmental Charges for Services	\$263,160	\$0	\$0	\$0	\$0	\$9,022,496
Charges for Services	\$1,554,757	\$2,167,340	\$0	\$0	\$9,400	\$21,196,988
Fines and Forfeitures	\$261,000	\$700,000	\$0	\$0	\$0	\$2,500
Miscellaneous Revenue	\$451,856	\$375,674	\$808,087	\$216,648	\$44,700	\$1,025,950
Other Financing Sources	\$1,551,734	\$230,000	\$1,038,054	\$10,700,438	\$0	\$282,787
Total Revenue	\$38,415,058	\$10,164,949	\$11,322,540	\$14,624,382	\$54,100	\$37,033,408
Expenditures						
General Government	\$4,022,232	\$1,316,336	\$638,546	\$0	\$0	\$9,726,927
Public Safety	\$22,328,573	\$1,053,705	\$0	\$1,188,000	\$0	\$0
Public Works	\$9,342,010	\$1,036,746	\$0	\$8,649,300	\$0	\$18,045,206
Health and Human Services	\$207,298	\$0	\$0	\$0	\$1,000	\$0
Culture and Recreation	\$3,008,271	\$4,012,866	\$0	\$1,581,278	\$0	\$3,021
Conservation and Development	\$377,430	\$1,229,025	\$0	\$1,512,402	\$0	\$8,266
Transfers and other expenses	\$1,138,030	\$1,828,737	\$18,676,851	\$278,000	\$15,000	\$7,434,274
Total Expenditures	\$40,423,845	\$10,477,415	\$19,315,397	\$13,208,980	\$16,000	\$35,217,694
Excess of revenues over (under) expenditures	-\$2,008,787	-\$312,466	-\$7,992,857	\$1,415,402	\$38,100	\$1,815,714
Fund Balance, January 1	\$20,175,775	\$2,725,364	\$24,216,592	\$4,232,837	\$991,534	\$0
Fund Balance, December 31	\$18,166,988	\$2,412,898	\$16,223,735	\$5,648,238	\$1,029,634	\$0
Net Position, January 1	\$0	\$0	\$0	\$0	\$0	\$97,994,847
Net Position, December 31	\$0	\$0	\$0	\$0	\$0	\$99,810,561
Net Property Tax Required	\$17,309,115	\$2,583,980	\$3,840,801	\$812,000	\$0	\$475,946

Assessed Valuation

ASSESSED TAX RATE

Equalized Valuation*

EQUALIZED TAX RATE

*Valuation does not include Tax Incremental District Valuation

BUDGET SUMMARY

2021 Executive	2020 Estimated	2019 Actual	2018 Actual	
\$34,018,493	\$31,886,221	\$31,522,120	\$30,561,851	Revenue
\$1,564,031	\$1,651,143	\$2,222,315	\$1,806,082	Taxes
\$24,128,345	\$23,127,655	\$23,158,063	\$20,793,432	Licenses and Permits
\$9,285,656	\$8,447,059	\$9,063,307	\$9,659,001	Intergovernmental Revenue
\$24,928,485	\$23,847,275	\$23,265,895	\$22,603,020	Intergovernmental Charges for Services
\$963,500	\$898,705	\$1,109,175	\$1,197,563	Charges for Services
\$2,922,915	\$4,201,293	\$9,706,196	\$5,612,812	Fines and Forfeitures
\$13,803,013	\$20,763,088	\$20,654,263	\$43,581,151	Miscellaneous Revenue
\$111,614,437	\$114,822,439	\$120,701,334	\$135,814,911	Other Financing Sources
				Total Revenue
\$15,704,041	\$14,169,653	\$17,469,878	\$20,803,862	Expenditures
\$24,570,279	\$24,050,804	\$22,518,084	\$24,471,918	General Government
\$37,073,263	\$33,809,326	\$30,610,396	\$30,465,718	Public Safety
\$208,298	\$205,331	\$197,733	\$205,785	Public Works
\$8,605,436	\$9,299,802	\$7,475,790	\$7,102,525	Health and Human Services
\$3,127,123	\$7,313,817	\$3,755,668	\$16,223,927	Culture and Recreation
\$29,370,892	\$19,647,725	\$36,626,007	\$23,842,251	Conservation and Development
\$118,659,332	\$108,496,458	\$118,653,556	\$123,115,987	Transfers and other expenses
				Total Expenditures
<u>-7,044,894</u>	<u>\$6,325,981</u>	<u>\$2,047,778</u>	<u>\$12,698,924</u>	Excess of revenues over (under) expenditures
\$52,342,102	\$47,263,596	\$53,414,089	\$42,751,108	Fund Balance, January 1
\$43,481,493	\$52,342,102	\$47,263,596	\$53,328,001	Fund Balance, December 31
\$97,994,847	\$96,747,371	\$88,549,101	\$85,924,256	Net Position, January 1
\$99,810,561	\$97,994,847	\$96,747,371	\$88,046,288	Net Position, December 31
<u>\$25,021,842</u>	<u>\$24,092,874</u>	<u>\$23,770,487</u>	<u>\$23,324,477</u>	Net Property Tax Required
\$2,455,282,603	\$2,399,221,082	\$2,398,553,954	\$2,394,400,591	Assessed Valuation
10.1920	10.0420	9.9100	9.7413	ASSESSED TAX RATE
\$3,074,483,600	\$2,724,220,600	\$2,650,921,700	\$2,488,723,200	Equalized Valuation*
8.139	8.844	8.967	9.372	EQUALIZED TAX RATE

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant / Communications Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the Mayor	2.00	2.00	2.00	2.00	2.00
No changes in 2021.					
Office of the City Clerk					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Council/Licensing Clerk	1.00	1.00	1.00	1.00	1.00
Elections Specialist	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>
Total Office of the City Clerk	3.75	3.75	3.75	3.75	3.75
No changes in 2021.					
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Budget Analyst	1.00	1.00	0.00	0.00	0.00
Assistant to the City Administrator	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the City Administrator	2.00	2.00	2.00	2.00	2.00
No changes in 2021.					
Finance Department					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.00	1.00	0.00	0.00	0.00
Deputy Finance Director	0.00	0.00	1.00	1.00	1.00
Auditor/Analyst*	1.00	1.00	1.00	0.00	0.00
Accountant*	1.00	1.00	1.00	0.00	0.00
Accountant I	0.40	0.40	0.40	2.00	2.00
Accountant II	0.00	0.00	0.00	1.00	1.00
Accountant III*	0.00	0.00	0.00	1.00	1.00
Clerk I*	1.00	1.00	1.00	0.00	0.00
Accounts Payable Clerk	1.00	1.00	1.00	0.00	0.00
Purchasing Agent	0.50	0.50	0.50	0.50	0.50
Administrative Services Clerk I*	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Finance Department	5.90	6.90	6.90	7.50	7.50

*Accountant III position added 1.00 FTE.

*Accountant I position transferred from Finance Department 0.60 FTE.

*Clerk I title changed to Administrative Services Clerk I.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Human Resources Department					
Director of H.R. and Labor Relations	1.00	1.00	1.00	1.00	1.00
Payroll Administrator	1.00	1.00	1.00	1.00	1.00
Benefit Administrator / Analyst	1.00	1.00	1.00	1.00	1.00
Human Resources Generalist	1.00	1.00	1.00	1.00	1.00
Accountant I*	0.60	0.60	0.60	0.00	0.00
Administrative Services Clerk II*	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Human Resources Department	4.60	4.60	4.60	5.00	5.00

*Accountant I position transferred to Finance Department 0.60 FTE.

*Administrative Services Clerk II position added 1.00 FTE.

Office of the City Attorney

City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney I	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney II	0.00	0.40	0.40	0.40	0.40
Legal Assistant	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total City Attorney's Office	4.00	4.40	4.40	4.40	4.40

No changes in 2021.

PUBLIC SAFETY

Police Department

Chief	1.00	1.00	1.00	1.00	1.00
Captain	3.00	3.00	3.00	3.00	3.00
Lieutenant	4.00	4.00	4.00	4.00	4.00
Sergeant	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer	60.00	60.00	60.00	60.00	60.00
Office Supervisor	1.00	1.00	1.00	1.00	1.00
Communication Technician	1.00	1.00	1.00	1.00	1.00
Court Services Secretary	2.00	2.00	2.00	2.00	2.00
Community Service Officer	1.00	1.00	1.00	1.00	1.00
Community Service Officer Trainee (FTE)	1.00	1.00	1.00	1.00	1.00
Record Specialist Clerk	8.00	8.00	8.00	8.00	8.00
Time System Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary	2.00	2.00	2.00	2.00	2.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00
Fleet Operation Mechanic	1.00	1.00	1.00	1.00	1.00
Property Officer	1.00	1.00	1.00	1.00	1.00
Digital Evidence Manager	1.00	1.00	1.00	1.00	1.00
MEG Unit Secretary	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>
Total Police Department	105.40	105.40	105.40	105.40	105.40

No changes in 2021.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Fire Department					
Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief*	1.00	1.00	2.00	2.00	1.00
Deputy Fire Chief	1.00	1.00	0.00	0.00	0.00
Battalion Chief	4.00	4.00	4.00	4.00	4.00
Captain	5.00	5.00	3.00	3.00	3.00
Lieutenant	10.00	10.00	11.00	12.00	12.00
Fire Equipment Operator	15.00	15.00	15.00	15.00	15.00
Firefighter	18.00	18.00	18.00	18.00	18.00
Firefighter/Paramedic	14.00	14.00	14.00	14.00	14.00
Administrative Coordinator/Supervisor	0.00	0.00	1.00	1.00	1.00
Confidential Secretary	1.00	1.00	0.00	0.00	0.00
Office Assistant	0.50	0.50	0.00	0.00	0.00
Administrative Assistant	<u>0.00</u>	<u>0.00</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Total Fire Department	70.50	70.50	69.50	70.50	69.50

*Assistant Fire Chief transferred to Ambulance Fund 1.00 FTE.

Building Inspection					
Building Inspector I	0.00	0.00	0.00	1.00	1.00
Building/Housing Inspector II	2.00	2.00	2.00	1.00	1.00
Electrical/Heating Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing/Environmental Inspector	1.00	1.00	1.00	1.00	1.00
Housing/Environmental Inspector	1.00	0.00	0.00	0.00	0.00
Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00
Building Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Permit Clerk	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Building Inspection	8.00	8.00	8.00	8.00	8.00

No changes in 2021.

PUBLIC WORKS

Department of Public Works

Administration

Director of Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	0.00	0.00	1.00	1.00	1.00
Management Analyst	1.00	1.00	0.00	0.00	0.00
Clerk II	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Public Works Administration	4.00	4.00	4.00	4.00	4.00

No changes in 2021.

Engineering

City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer / Project Manager	1.00	1.00	2.00	2.00	2.00
Assistant Engineer / Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineering Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	2.00	2.00	2.00	1.00	1.00
GIS Project Specialist	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Engineering	7.00	7.00	8.00	8.00	8.00

Environmental Engineer transferred from Wastewater Department 1.00 FTE.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Facilities and Traffic					
Superintendent - Facilities/Traffic	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Leadman Signs	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Lighting	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Signals	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Craftsman	3.00	3.00	3.00	3.00	3.00
Maintenance Worker II-Signs	1.00	1.00	1.00	3.00	3.00
Maintenance Worker II-City Hall	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I-MSB	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Facilities and Traffic	10.00	10.00	10.00	12.00	12.00
Streets and Sanitation					
Superintendent - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Supervisor - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Engineering Tech	0.00	0.00	1.00	1.00	1.00
Maintenance Worker IV-Lead Sanitation	1.00	1.00	1.00	0.00	0.00
Maintenance Worker IV-Streets	1.00	1.00	1.00	4.00	4.00
Maintenance Worker III-Streets	7.00	7.00	7.00	2.00	2.00
Maintenance Worker II-Streets	14.00	14.00	14.00	10.00	10.00
Maintenance Worker I-Streets	5.00	5.00	5.00	6.00	6.00
Maintenance Worker IV-Sanitation	1.00	1.00	1.00	0.00	0.00
Maintenance Worker III-Sanitation	8.00	8.00	8.00	4.00	4.00
Maintenance Worker IV-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Sewer Maintenance	2.00	2.00	2.00	3.00	3.00
Maintenance Worker I-Sewer Maintenance	1.00	1.00	1.00	2.00	2.00
Maintenance Worker II-Street Sweeping	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Streets and Sanitation	46.00	46.00	47.00	38.00	38.00
Maintenance Worker IV-Leadman Sanitation moved to Recycling and					
title changed to MW IV-Leadman Recycling					
Parks and Cemetery					
Superintendent - Parks - Forestry	1.00	1.00	1.00	1.00	1.00
Forester	0.00	1.00	1.00	1.00	1.00
Maintenance Worker IV - Parks - Lead Tree	0.00	0.00	2.00	2.00	2.00
Maintenance Worker IV - Parks - Construction	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III - Parks - Forestry	6.00	6.00	5.00	5.00	5.00
Maintenance Worker II - Parks	6.00	6.00	6.00	6.00	6.00
Maintenance Worker I - Parks	3.00	3.00	3.00	0.00	0.00
Maintenance Worker III - Cemetery	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parks and Cemetery	17.00	19.00	20.00	17.00	17.00
Total Department of Public Works	84.00	86.00	89.00	79.00	79.00

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
CULTURE AND RECREATION					
Senior Services					
Director of Senior Services	0.00	1.00	1.00	1.00	1.00
Senior Center Supervisor	1.00	0.00	0.00	0.00	0.00
Assistant Supervisor	1.00	0.00	0.00	0.00	0.00
Coordinator	0.00	1.00	1.00	1.00	1.00
Program Coordinator	0.00	0.00	0.00	0.00	1.00
Custodian	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.00</u>
Total Senior Services	2.28	2.28	2.28	2.28	3.00

*Wellness Coordinator position added 1.00 via Friends Contribution and Custodian position eliminated 0.28 FTE.

CONSERVATION AND DEVELOPMENT

Planning and Development					
Director of Planning and Development	1.00	1.00	1.00	1.00	1.00
Planning/Zoning Manager	1.00	1.00	1.00	1.00	1.00
Community Development Planner	1.00	1.00	1.00	1.00	1.00
Neighborhood Development Planner	1.00	0.00	1.00	1.00	1.00
Community/Economic Development Planner	0.00	1.00	0.00	0.00	0.00
Grant Coordinator	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Planning and Development	4.00	4.00	5.00	5.00	5.00

No changes in 2021.

TOTAL GENERAL FUND	296.43	299.83	302.83	294.83	294.55
---------------------------	---------------	---------------	---------------	---------------	---------------

SPECIAL REVENUE FUND

Mead Public Library

Director	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	1.00
Manager	2.00	2.00	2.00	2.00	2.00
Librarian II	2.00	2.00	0.00	0.00	0.00
Librarian I	5.75	5.75	0.00	0.00	0.00
Librarian	0.00	0.00	8.00	7.75	9.00
Maintenance Supervisor	1.00	1.00	0.00	0.00	1.00
Public Information Specialist II	1.00	1.00	0.00	0.00	0.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	0.00	0.00	1.00	1.00	1.00
Maintenance Technician	0.00	0.00	2.00	2.00	1.00
Administrative Assistant/Volunteer Coordinator	0.00	0.00	1.00	1.00	1.00
Administrative Assistant I	1.00	1.00	0.00	0.00	0.00
Maintenance Technician I	1.00	1.00	0.00	0.00	0.00
Library Assistant III	5.00	5.00	0.00	0.00	0.00
Library Assistant II	1.00	1.00	0.00	0.00	0.00
Library Assistant I	5.75	5.75	0.00	0.00	0.00
Cataloger	0.00	0.00	3.00	3.00	3.00
Public Safety Specialist	0.00	0.00	1.00	1.00	1.00
Library Assistant	0.00	0.00	9.25	8.50	9.25
Cleaner	1.50	1.50	2.00	2.00	2.00
Library Page	<u>9.50</u>	<u>9.50</u>	<u>6.50</u>	<u>6.50</u>	<u>6.00</u>
Total Mead Public Library	39.50	39.50	38.75	37.75	39.25

No changes in 2021.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Municipal Court					
Municipal Court Judge	0.50	0.50	0.50	0.50	0.50
Municipal Court Clerk	1.00	1.00	1.00	1.00	1.00
Office Clerk	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Municipal Court	2.50	2.50	2.50	2.50	2.50
No changes in 2021.					
Ambulance					
Assistant Fire Chief*	0.00	0.00	0.00	0.00	1.00
Firefighter/Paramedic	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
Total Ambulance	4.00	4.00	4.00	4.00	5.00
*Assistant Fire Chief transferred from Fire Department 1.00 FTE.					
Cable Television					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	<u>0.50</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total Cable Television	1.50	1.25	1.25	1.25	1.25
No changes in 2021.					
TOTAL SPECIAL REVENUE FUND	47.50	47.25	46.50	45.50	48.00
PROPRIETARY FUNDS					
Recycling Utility					
Maintenance Worker IV-Leadman Recycling	0.00	0.00	0.00	1.00	1.00
Maintenance Worker III-Recycling	<u>0.00</u>	<u>0.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Recycling Utility	0.00	0.00	2.00	3.00	3.00
Maintenance Worker IV-Leadman Recycling transferred from Streets and Sanitation 1.00 FTE.					
Transit Utility					
Director	0.70	0.70	0.70	0.70	0.70
Operator Supervisor	2.00	2.00	2.00	2.00	2.00
SET Supervisor	0.00	1.00	1.00	1.00	1.00
Lead Support - ADA Coordinator	2.00	1.00	0.00	0.00	0.00
Lead Dispatcher	1.00	1.00	0.00	0.00	0.00
Fill-In Dispatcher	1.00	1.00	0.00	0.00	0.00
Lead Mechanic	1.00	1.00	1.00	1.00	1.00
Mechanic	3.00	3.00	3.00	3.00	3.00
Administrative Coordinator	1.00	1.00	1.00	1.00	1.00
Transit Coordinator I	0.00	0.00	1.00	1.00	1.00
Transit Coordinator II	0.00	0.00	1.00	1.00	1.00
Transit Coordinator III	0.00	0.00	1.00	1.00	1.00
Fixed Route Operator	28.00	28.00	28.00	28.00	28.00
Paratransit Operator	12.00	12.00	12.00	12.00	12.00
Hostler	1.25	1.50	1.50	1.50	0.00
Maintenance Assistant	0.00	0.00	1.00	1.00	2.25
Cleaner	<u>1.25</u>	<u>1.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Transit Utility	54.20	54.45	54.20	54.20	53.95

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Lead Worker I	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parking Utility	2.30	2.30	2.30	2.30	2.30
No changes in 2021.					
Water Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Utility Accountant	1.00	1.00	1.00	1.00	1.00
Distribution Supervisor	1.00	1.00	1.00	1.00	1.00
Operations Supervisor	1.00	1.00	1.00	1.00	1.00
Customer Relations/Fiscal Supervisor	1.00	1.00	1.00	1.00	1.00
Utility Engineer	1.00	1.00	1.00	1.00	1.00
Engineer Technician	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	0.00	1.00	1.00	1.00	1.00
Distribution Technician	6.00	5.00	6.00	6.00	6.00
Lead Operations Technician	1.00	1.00	1.00	1.00	1.00
Operator	5.00	5.00	5.00	5.00	5.00
Operations Technician	2.00	2.00	2.00	2.00	2.00
Utility Support Specialist	4.00	4.00	4.00	4.00	4.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Lead Service Technician	1.00	1.00	1.00	1.00	1.00
Service Technician	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Water Utility	30.00	30.00	31.00	31.00	31.00
No changes in 2021.					
Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Industrial Wastewater Supervisor	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	1.00	1.00	1.00	0.00	0.00
Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electromechanical Technician	1.00	1.00	1.00	1.00	1.00
Laboratory Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Operator III	1.00	2.00	2.00	2.00	2.00
Operator I	1.00	2.00	2.00	2.00	2.00
Administrative Assistant	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Wastewater Utility	13.00	15.00	15.00	14.00	14.00
Environmental Engineer transferred to Engineering Department 1.00 FTE.					
TOTAL PROPRIETARY FUND	99.50	101.75	104.50	104.50	104.25
INTERNAL SERVICE FUNDS					
Information Technology					
IT Director	1.00	1.00	1.00	1.00	1.00
Systems Analyst	2.00	2.00	2.00	2.00	2.00
Network Administrator	1.00	1.00	2.00	1.00	1.00
PC Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Information Technology	5.00	5.00	6.00	5.00	5.00

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
MOTOR VEHICLE FUND					
Motor Vehicle					
Equipment Service Supervisor	1.00	1.00	1.00	1.00	1.00
Master Certified Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Certified Truck Mechanic	3.00	2.00	2.00	2.00	2.00
Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Service Mechanic II	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Motor Vehicle	6.00	6.00	6.00	6.00	6.00
No changes in 2021.					
TOTAL INTERNAL SERVICE FUNDS	11.00	11.00	12.00	11.00	11.00
TOTAL PROPRIETARY FUNDS	110.50	112.75	116.50	115.50	115.25
TOTAL CITY FUNDS	454.43	459.83	465.83	455.83	457.80

2021 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds
Revenue						
Taxes	\$18,791,155	\$3,806,480	\$9,387,912	\$1,557,000	\$0	\$475,946
Licenses and Permits	\$976,240	\$611,000	\$0	\$0	\$0	\$30,700
Intergovernmental Revenue	\$14,510,465	\$2,303,031	\$88,487	\$2,150,296	\$0	\$4,996,041
Intergovernmental Charges for Services	\$263,160	\$0	\$0	\$0	\$0	\$9,022,496
Charges for Services	\$1,554,757	\$2,167,340	\$0	\$0	\$9,400	\$21,196,988
Fines and Forfeitures	\$261,000	\$700,000	\$0	\$0	\$0	\$2,500
Miscellaneous Revenue	\$451,856	\$375,674	\$808,087	\$216,648	\$44,700	\$1,025,950
Other Financing Sources	\$1,708,924	\$230,000	\$1,038,054	\$10,700,438	\$0	\$282,787
Total Revenue	\$38,517,557	\$10,193,525	\$11,322,540	\$14,624,382	\$54,100	\$37,033,408
Expenditures						
General Government	\$4,022,232	\$1,316,336	\$638,546	\$0	\$0	\$9,726,927
Public Safety	\$22,485,763	\$896,515	\$0	\$1,188,000	\$0	\$0
Public Works	\$9,342,010	\$1,036,746	\$0	\$8,649,300	\$0	\$18,045,206
Health and Human Services	\$207,298	\$0	\$0	\$0	\$1,000	\$0
Culture and Recreation	\$3,008,271	\$4,012,866	\$0	\$1,581,278	\$0	\$3,021
Conservation and Development	\$377,430	\$1,229,025	\$0	\$1,512,402	\$0	\$8,266
Transfers and other expenses	\$538,030	\$1,985,927	\$18,730,033	\$278,000	\$15,000	\$7,434,274
Total Expenditures	\$39,981,035	\$10,477,415	\$19,368,579	\$13,208,980	\$16,000	\$35,217,694
Excess of revenues over (under) expenditures	-\$1,463,478	-\$283,890	-\$8,046,039	\$1,415,402	\$38,100	\$1,815,714
Fund Balance, January 1	\$20,175,775	\$2,725,364	\$24,216,592	\$4,232,837	\$991,534	\$0
Fund Balance, December 31	\$18,712,297	\$2,441,474	\$16,170,552	\$5,648,238	\$1,029,634	\$0
Net Position, January 1	\$0	\$0	\$0	\$0	\$0	\$97,994,847
Net Position, December 31	\$0	\$0	\$0	\$0	\$0	\$99,810,561
Net Property Tax Required	\$17,309,115	\$2,583,980	\$3,840,801	\$812,000	\$0	\$475,946

Assessed Valuation

ASSESSED TAX RATE

Equalized Valuation*

EQUALIZED TAX RATE

*Valuation does not include Tax Incremental District Valuation

BUDGET SUMMARY

2021 Executive	2020 Estimated	2019 Actual	2018 Actual	
\$34,018,493	\$31,886,221	\$31,522,120	\$30,561,851	Revenue
\$1,617,940	\$1,651,143	\$2,222,315	\$1,806,082	Taxes
\$24,048,320	\$23,127,655	\$23,158,063	\$20,793,432	Licenses and Permits
\$9,285,656	\$8,447,059	\$9,063,307	\$9,659,001	Intergovernmental Revenue
\$24,928,485	\$23,847,275	\$23,265,895	\$22,603,020	Intergovernmental Charges for Services
\$963,500	\$898,705	\$1,109,175	\$1,197,563	Charges for Services
\$2,922,915	\$4,201,293	\$9,706,196	\$5,612,812	Fines and Forfeitures
\$13,960,203	\$20,763,088	\$20,654,263	\$43,581,151	Miscellaneous Revenue
\$111,745,512	\$114,822,439	\$120,701,334	\$135,814,911	Other Financing Sources
				Total Revenue
\$15,704,041	\$14,169,653	\$17,469,878	\$20,803,862	Expenditures
\$24,570,279	\$24,050,804	\$22,518,084	\$24,471,918	General Government
\$37,073,263	\$33,809,326	\$30,610,396	\$30,465,718	Public Safety
\$208,298	\$205,331	\$197,733	\$205,785	Public Works
\$8,605,436	\$9,299,802	\$7,475,790	\$7,102,525	Health and Human Services
\$3,127,123	\$7,313,817	\$3,755,668	\$16,223,927	Culture and Recreation
\$28,981,265	\$19,647,725	\$36,626,007	\$23,842,251	Conservation and Development
\$118,269,704	\$108,496,458	\$118,653,556	\$123,115,987	Transfers and other expenses
				Total Expenditures
<u>-6,524,192</u>	<u>\$6,325,981</u>	<u>\$2,047,778</u>	<u>\$12,698,924</u>	Excess of revenues over (under) expenditures
\$52,342,102	\$53,308,769	\$53,414,089	\$42,751,108	Fund Balance, January 1
\$45,817,910	\$52,342,102	\$47,263,596	\$53,328,001	Fund Balance, December 31
\$97,994,847	\$96,747,371	\$88,549,101	\$85,924,256	Net Position, January 1
\$99,810,561	\$97,994,847	\$96,747,371	\$88,046,288	Net Position, December 31
\$25,021,842	\$24,092,874	\$23,770,487	\$23,324,477	Net Property Tax Required
\$2,479,124,160	\$2,574,367,710	\$2,398,553,954	\$2,523,820,400	Assessed Valuation
10.1920	10.0420	9.9100	9.7413	ASSESSED TAX RATE
\$3,074,483,600	\$2,724,220,600	\$2,650,921,700	\$2,488,723,200	Equalized Valuation*
8.139	8.844	8.967	9.372	EQUALIZED TAX RATE

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant / Communications Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the Mayor	2.00	2.00	2.00	2.00	2.00
No changes in 2021.					
Office of the City Clerk					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Council/Licensing Clerk	1.00	1.00	1.00	1.00	1.00
Elections Specialist	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>
Total Office of the City Clerk	3.75	3.75	3.75	3.75	3.75
No changes in 2021.					
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Budget Analyst	1.00	1.00	0.00	0.00	0.00
Assistant to the City Administrator	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the City Administrator	2.00	2.00	2.00	2.00	2.00
No changes in 2021.					
Finance Department					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.00	1.00	0.00	0.00	0.00
Deputy Finance Director	0.00	0.00	1.00	1.00	1.00
Auditor/Analyst*	1.00	1.00	1.00	0.00	0.00
Accountant*	1.00	1.00	1.00	0.00	0.00
Accountant I	0.40	0.40	0.40	2.00	2.00
Accountant II	0.00	0.00	0.00	1.00	1.00
Accountant III*	0.00	0.00	0.00	1.00	1.00
Clerk I*	1.00	1.00	1.00	0.00	0.00
Accounts Payable Clerk	1.00	1.00	1.00	0.00	0.00
Purchasing Agent	0.50	0.50	0.50	0.50	0.50
Administrative Services Clerk I*	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Finance Department	5.90	6.90	6.90	7.50	7.50

*Accountant III position added 1.00 FTE.

*Accountant I position transferred from Finance Department 0.60 FTE.

*Clerk I title changed to Administrative Services Clerk I.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
Human Resources Department					
Director of H.R. and Labor Relations	1.00	1.00	1.00	1.00	1.00
Payroll Administrator	1.00	1.00	1.00	1.00	1.00
Benefit Administrator / Analyst	1.00	1.00	1.00	1.00	1.00
Human Resources Generalist	1.00	1.00	1.00	1.00	1.00
Accountant I*	0.60	0.60	0.60	0.00	0.00
Administrative Services Clerk II*	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Human Resources Department	4.60	4.60	4.60	5.00	5.00

*Accountant I position transferred to Finance Department 0.60 FTE.

*Administrative Services Clerk II position added 1.00 FTE.

Office of the City Attorney

City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney I	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney II	0.00	0.40	0.40	0.40	0.40
Legal Assistant	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total City Attorney's Office	4.00	4.40	4.40	4.40	4.40

No changes in 2021.

PUBLIC SAFETY

Police Department

Chief	1.00	1.00	1.00	1.00	1.00
Captain	3.00	3.00	3.00	3.00	3.00
Lieutenant	4.00	4.00	4.00	4.00	4.00
Sergeant	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer	60.00	60.00	60.00	60.00	60.00
Office Supervisor	1.00	1.00	1.00	1.00	1.00
Communication Technician	1.00	1.00	1.00	1.00	1.00
Court Services Secretary	2.00	2.00	2.00	2.00	2.00
Community Service Officer	1.00	1.00	1.00	1.00	1.00
Community Service Officer Trainee (FTE)	1.00	1.00	1.00	1.00	1.00
Record Specialist Clerk	8.00	8.00	8.00	8.00	8.00
Time System Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary	2.00	2.00	2.00	2.00	2.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00
Fleet Operation Mechanic	1.00	1.00	1.00	1.00	1.00
Property Officer	1.00	1.00	1.00	1.00	1.00
Digital Evidence Manager	1.00	1.00	1.00	1.00	1.00
MEG Unit Secretary	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>
Total Police Department	105.40	105.40	105.40	105.40	105.40

No changes in 2021.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Fire Department					
Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	1.00	1.00	2.00	2.00	2.00
Deputy Fire Chief	1.00	1.00	0.00	0.00	0.00
Battalion Chief	4.00	4.00	4.00	4.00	4.00
Captain	5.00	5.00	3.00	3.00	3.00
Lieutenant	10.00	10.00	11.00	12.00	12.00
Fire Equipment Operator	15.00	15.00	15.00	15.00	15.00
Firefighter	18.00	18.00	18.00	18.00	18.00
Firefighter/Paramedic	14.00	14.00	14.00	14.00	14.00
Administrative Coordinator/Supervisor	0.00	0.00	1.00	1.00	1.00
Confidential Secretary	1.00	1.00	0.00	0.00	0.00
Office Assistant	0.50	0.50	0.00	0.00	0.00
Administrative Assistant	<u>0.00</u>	<u>0.00</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Total Fire Department	70.50	70.50	69.50	70.50	70.50

No changes in 2021.

Building Inspection					
Building Inspector I	0.00	0.00	0.00	1.00	1.00
Building/Housing Inspector II	2.00	2.00	2.00	1.00	1.00
Electrical/Heating Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing/Environmental Inspector	1.00	1.00	1.00	1.00	1.00
Housing/Environmental Inspector	1.00	0.00	0.00	0.00	0.00
Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00
Building Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Permit Clerk	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Building Inspection	8.00	8.00	8.00	8.00	8.00

No changes in 2021.

PUBLIC WORKS

Department of Public Works

Administration

Director of Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	0.00	0.00	1.00	1.00	1.00
Management Analyst	1.00	1.00	0.00	0.00	0.00
Clerk II	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Public Works Administration	4.00	4.00	4.00	4.00	4.00

No changes in 2021.

Engineering

City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer / Project Manager	1.00	1.00	1.00	1.00	1.00
Assistant Engineer / Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineering Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	2.00	2.00	2.00	1.00	1.00
GIS Project Specialist	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Engineering	7.00	7.00	7.00	7.00	7.00

Environmental Engineer transferred from Wastewater Department 1.00 FTE.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Facilities and Traffic					
Superintendent - Facilities/Traffic	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Leadman Signs	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Lighting	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Signals	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Craftsman	3.00	3.00	3.00	3.00	3.00
Maintenance Worker II-Signs	1.00	1.00	1.00	3.00	3.00
Maintenance Worker II-City Hall	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I-MSB	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Facilities and Traffic	10.00	10.00	10.00	12.00	12.00
Streets and Sanitation					
Superintendent - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Supervisor - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Lead Sanitation	1.00	1.00	1.00	0.00	0.00
Maintenance Worker IV-Streets	1.00	1.00	1.00	4.00	4.00
Maintenance Worker III-Streets	7.00	7.00	7.00	2.00	2.00
Maintenance Worker II-Streets	14.00	14.00	14.00	10.00	10.00
Maintenance Worker I-Streets	5.00	5.00	5.00	6.00	6.00
Maintenance Worker IV-Sanitation	1.00	1.00	1.00	0.00	0.00
Maintenance Worker III-Sanitation	8.00	8.00	8.00	4.00	4.00
Maintenance Worker IV-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Sewer Maintenance	2.00	2.00	2.00	3.00	3.00
Maintenance Worker I-Sewer Maintenance	1.00	1.00	1.00	2.00	2.00
Maintenance Worker II-Street Sweeping	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Streets and Sanitation	46.00	46.00	46.00	37.00	37.00
Maintenance Worker IV-Leadman Sanitation moved to Recycling and					
title changed to MW IV-Leadman Recycling					
Parks and Cemetery					
Superintendent - Parks - Forestry	1.00	1.00	1.00	1.00	1.00
Forester	0.00	1.00	1.00	1.00	1.00
Maintenance Worker IV - Parks - Lead Tree	0.00	0.00	2.00	2.00	2.00
Maintenance Worker IV - Parks - Construction	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III - Parks - Forestry	6.00	6.00	5.00	5.00	5.00
Maintenance Worker II - Parks	6.00	6.00	6.00	6.00	6.00
Maintenance Worker I - Parks	3.00	3.00	3.00	0.00	0.00
Maintenance Worker III - Cemetery	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parks and Cemetery	17.00	19.00	20.00	17.00	17.00
Total Department of Public Works	84.00	86.00	87.00	77.00	77.00

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
CULTURE AND RECREATION					
Senior Services					
Director of Senior Services	0.00	1.00	1.00	1.00	1.00
Senior Center Supervisor	1.00	0.00	0.00	0.00	0.00
Assistant Supervisor	1.00	0.00	0.00	0.00	0.00
Coordinator	0.00	1.00	1.00	1.00	1.00
Program Coordinator	0.00	0.00	0.00	0.00	1.00
Custodian	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.00</u>
Total Senior Services	2.28	2.28	2.28	2.28	3.00

*Wellness Coordinator position added 1.00 via Friends Contribution and Custodian position eliminated 0.28 FTE.

CONSERVATION AND DEVELOPMENT

Planning and Development

Director of Planning and Development	1.00	1.00	1.00	1.00	1.00
Planning/Zoning Manager	1.00	1.00	1.00	1.00	1.00
Community Development Planner	1.00	1.00	1.00	1.00	1.00
Neighborhood Development Planner	1.00	0.00	1.00	1.00	1.00
Community/Economic Development Planner	0.00	1.00	0.00	0.00	0.00
Grant Coordinator	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Planning and Development	4.00	4.00	5.00	5.00	5.00

No changes in 2021.

TOTAL GENERAL FUND	296.43	299.83	300.83	292.83	293.55
---------------------------	---------------	---------------	---------------	---------------	---------------

SPECIAL REVENUE FUND

Mead Public Library

Director	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	1.00
Manager	2.00	2.00	2.00	2.00	2.00
Librarian II	2.00	2.00	0.00	0.00	0.00
Librarian I	5.75	5.75	0.00	0.00	0.00
Librarian	0.00	0.00	8.00	7.75	9.00
Page Supervisor	1.00	1.00	1.00	1.00	1.00
Maintenance Supervisor	1.00	1.00	0.00	0.00	1.00
Public Information Specialist II	1.00	1.00	0.00	0.00	0.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	0.00	0.00	1.00	1.00	1.00
Maintenance Technician	0.00	0.00	2.00	2.00	1.00
Administrative Assistant/Volunteer Coordinator	0.00	0.00	1.00	1.00	1.00
Administrative Assistant I	1.00	1.00	0.00	0.00	0.00
Maintenance Technician I	1.00	1.00	0.00	0.00	0.00
Library Assistant III	5.00	5.00	0.00	0.00	0.00
Library Assistant II	1.00	1.00	0.00	0.00	0.00
Library Assistant I	5.75	5.75	0.00	0.00	0.00
Cataloger	0.00	0.00	3.00	3.00	3.00
Public Safety Specialist	0.00	0.00	1.00	1.00	1.00
Library Assistant	0.00	0.00	9.25	8.50	9.25
Cleaner	1.50	1.50	2.00	2.00	2.00
Library Page	<u>9.50</u>	<u>9.50</u>	<u>6.50</u>	<u>6.50</u>	<u>6.00</u>
Total Mead Public Library	40.50	40.50	39.75	38.75	40.25

Page Supervisor added 1.00 FTE.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
Municipal Court					
Municipal Court Judge	0.50	0.50	0.50	0.50	0.50
Municipal Court Clerk	1.00	1.00	1.00	1.00	1.00
Office Clerk	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Municipal Court	2.50	2.50	2.50	2.50	2.50
No changes in 2021.					
Ambulance					
Firefighter/Paramedic	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
Total Ambulance	4.00	4.00	4.00	4.00	4.00
No changes in 2021.					
Cable Television					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	<u>0.50</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total Cable Television	1.50	1.25	1.25	1.25	1.25
No changes in 2021.					
TOTAL SPECIAL REVENUE FUND	48.50	48.25	47.50	46.50	48.00
PROPRIETARY FUNDS					
Recycling Utility					
Maintenance Worker IV-Leadman Recycling	0.00	0.00	0.00	1.00	1.00
Maintenance Worker III-Recycling	<u>0.00</u>	<u>0.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Recycling Utility	0.00	0.00	2.00	3.00	3.00
Maintenance Worker IV-Leadman Recycling transferred from Streets and Sanitation 1.00 FTE.					
Transit Utility					
Director	0.70	0.70	0.70	0.70	0.70
Operator Supervisor	2.00	2.00	2.00	2.00	2.00
SET Supervisor	0.00	1.00	1.00	1.00	1.00
Lead Support - ADA Coordinator	2.00	1.00	0.00	0.00	0.00
Lead Dispatcher	1.00	1.00	0.00	0.00	0.00
Fill-In Dispatcher	1.00	1.00	0.00	0.00	0.00
Lead Mechanic	1.00	1.00	1.00	1.00	1.00
Mechanic	3.00	3.00	3.00	3.00	3.00
Administrative Coordinator	1.00	1.00	1.00	1.00	1.00
Transit Coordinator I	0.00	0.00	1.00	1.00	1.00
Transit Coordinator II	0.00	0.00	1.00	1.00	1.00
Transit Coordinator III	0.00	0.00	1.00	1.00	1.00
Fixed Route Operator	28.00	28.00	28.00	28.00	28.00
Paratransit Operator	12.00	12.00	12.00	12.00	12.00
Hostler	1.25	1.50	1.50	1.50	0.00
Maintenance Assistant	0.00	0.00	1.00	1.00	2.25
Cleaner	<u>1.25</u>	<u>1.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Transit Utility	54.20	54.45	54.20	54.20	53.95

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Lead Worker I	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parking Utility	2.30	2.30	2.30	2.30	2.30
No changes in 2021.					
Water Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Utility Accountant	1.00	1.00	1.00	1.00	1.00
Distribution Supervisor	1.00	1.00	1.00	1.00	1.00
Operations Supervisor	1.00	1.00	1.00	1.00	1.00
Customer Relations/Fiscal Supervisor	1.00	1.00	1.00	1.00	1.00
Utility Engineer	1.00	1.00	1.00	1.00	1.00
Engineer Technician	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	0.00	1.00	1.00	1.00	1.00
Distribution Technician	6.00	5.00	6.00	6.00	6.00
Lead Operations Technician	1.00	1.00	1.00	1.00	1.00
Operator	5.00	5.00	5.00	5.00	5.00
Operations Technician	2.00	2.00	2.00	2.00	2.00
Utility Support Specialist	4.00	4.00	4.00	4.00	4.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Lead Service Technician	1.00	1.00	1.00	1.00	1.00
Service Technician	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Water Utility	30.00	30.00	31.00	31.00	31.00
No changes in 2021.					
Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Industrial Wastewater Supervisor	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	1.00	1.00	1.00	0.00	0.00
Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electromechanical Technician	1.00	1.00	1.00	1.00	1.00
Laboratory Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Operator III	1.00	2.00	2.00	2.00	2.00
Operator I	1.00	2.00	2.00	2.00	2.00
Administrative Assistant	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Wastewater Utility	13.00	15.00	15.00	14.00	14.00
Environmental Engineer transferred to Wastewater Department 1.00 FTE.					
TOTAL PROPRIETARY FUND	99.50	101.75	104.50	104.50	104.25
INTERNAL SERVICE FUNDS					
Information Technology					
IT Director	1.00	1.00	1.00	1.00	1.00
Systems Analyst	2.00	2.00	2.00	2.00	2.00
Network Administrator	1.00	1.00	2.00	1.00	1.00
PC Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Information Technology	5.00	5.00	6.00	5.00	5.00

PERSONNEL SCHEDULE
 AUTHORIZED PERMANENT POSITIONS 2018 - 2021

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
MOTOR VEHICLE FUND					
Motor Vehicle					
Equipment Service Supervisor	1.00	1.00	1.00	1.00	1.00
Master Certified Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Certified Truck Mechanic	3.00	2.00	2.00	2.00	2.00
Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Service Mechanic II	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Motor Vehicle	6.00	6.00	6.00	6.00	6.00
No changes in 2021.					
TOTAL INTERNAL SERVICE FUNDS	11.00	11.00	12.00	11.00	11.00
TOTAL PROPRIETARY FUNDS	110.50	112.75	116.50	115.50	115.25
TOTAL CITY FUNDS	455.43	460.83	464.83	454.83	456.80

R. C. No. _____ - 20 - 21. By COMMITTEE OF THE WHOLE. October 26, 2020.

Your Committee to whom was referred R. C. No. 165-20-21 by Licensing, Hearings, and Public Safety Committee to whom was referred a copy of Res. No. 103-20-21 by Alderpersons Donohue and Sorenson establishing the 2021 Budget appropriations and the 2020 Tax Levy for use during the calendar year; recommends filing the document.

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

5.4

R. C. No. 165 - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. October 19, 2020.

Your Committee to whom was referred a copy of Res. No. 103-20-21 by Alderpersons Donohue and Sorenson establishing the 2021 Budget appropriations and the 2020 Tax Levy for use during the calendar year; recommends adopting the Resolution.

copy file

Dean Delle

[Signature]

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5:7

Res. No. 103 - 20 - 21. By Alderpersons Donohue and Sorenson.
October 5, 2020.

A RESOLUTION establishing the 2021 Budget appropriations and the 2020 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council committees have duly considered and discussed a budget for 2021 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 26, 2020 as required, and

WHEREAS, The 2021 budget requires a tax levy to partially finance the appropriations.


NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2021 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Neighborhood Revitalization Fund, Mead Public Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service - G.O. Debt Service, Convention Center Debt Service, TID 6 Debt, TID 10 Debt, TID 12 Debt, TID 13 Debt, TID 14 Debt, TID 15 Debt, TID 16 Debt, TID 17 Debt, TID 18 Debt, TID 19 Debt, Environmental TID Debt; Capital Improvements Funds - Capital Projects, Capital Improvement, Industrial Park Fund, TID 12 Capital, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital, TID 20 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds-Wastewater Utility, Recycling Utility Fund, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care be and are hereby adopted as set forth in the attachment and established in the budget document.

FJP
AJ
LHPS

BE IT FURTHER RESOLVED that the Personnel Schedule as presented in the 2021 Budget be approved, and

BE IT FURTHER RESOLVED that the property tax levy required to finance the 2021 Budget is \$25,021,842.



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

2021 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds
Revenue						
Taxes	\$18,791,155	\$3,806,480	\$9,387,912	\$1,557,000	\$0	\$475,946
Licenses and Permits	\$976,240	\$611,000	\$0	\$0	\$0	\$30,700
Intergovernmental Revenue	\$14,510,465	\$2,303,031	\$88,487	\$2,150,296	\$0	\$4,996,041
Intergovernmental Charges for Services	\$263,160	\$0	\$0	\$0	\$0	\$9,022,496
Charges for Services	\$1,554,757	\$2,167,340	\$0	\$0	\$9,400	\$21,196,988
Fines and Forfeitures	\$261,000	\$700,000	\$0	\$0	\$0	\$2,500
Miscellaneous Revenue	\$451,856	\$375,674	\$808,087	\$216,648	\$44,700	\$1,025,950
Other Financing Sources	\$1,708,924	\$230,000	\$1,038,054	\$10,700,438	\$0	\$282,787
Total Revenue	\$38,517,557	\$10,193,525	\$11,322,540	\$14,624,382	\$54,100	\$37,033,408
Expenditures						
General Government	\$4,022,232	\$1,316,336	\$638,546	\$0	\$0	\$9,726,927
Public Safety	\$22,485,763	\$896,515	\$0	\$1,188,000	\$0	\$0
Public Works	\$9,342,010	\$1,036,746	\$0	\$8,649,300	\$0	\$18,045,206
Health and Human Services	\$207,298	\$0	\$0	\$0	\$1,000	\$0
Culture and Recreation	\$3,008,271	\$4,012,866	\$0	\$1,581,278	\$0	\$3,021
Conservation and Development	\$377,430	\$1,229,025	\$0	\$1,512,402	\$0	\$8,266
Transfers and other expenses	\$538,030	\$1,985,927	\$18,730,033	\$278,000	\$15,000	\$7,434,274
Total Expenditures	\$39,981,035	\$10,477,415	\$19,368,579	\$13,208,980	\$16,000	\$35,217,694
Excess of revenues over (under) expenditures	-\$1,463,478	-\$283,890	-\$8,046,039	\$1,415,402	\$38,100	\$1,815,714
Fund Balance, January 1	\$20,175,775	\$2,725,364	\$24,216,592	\$4,232,837	\$991,534	\$0
Fund Balance, December 31	\$18,712,297	\$2,441,474	\$16,170,552	\$5,648,238	\$1,029,634	\$0
Net Position, January 1	\$0	\$0	\$0	\$0	\$0	\$97,994,847
Net Position, December 31	\$0	\$0	\$0	\$0	\$0	\$99,810,561
Net Property Tax Required	\$17,309,115	\$2,583,980	\$3,840,801	\$812,000	\$0	\$475,946

Assessed Valuation

ASSESSED TAX RATE

Equalized Valuation*

EQUALIZED TAX RATE

*Valuation does not include Tax Incremental District Valuation

BUDGET SUMMARY

2021 Executive	2020 Estimated	2019 Actual	2018 Actual	
				Revenue
\$34,018,493	\$31,886,221	\$31,522,120	\$30,561,851	Taxes
\$1,617,940	\$1,651,143	\$2,222,315	\$1,806,082	Licenses and Permits
\$24,048,320	\$23,127,655	\$23,158,063	\$20,793,432	Intergovernmental Revenue
\$9,285,656	\$8,447,059	\$9,063,307	\$9,659,001	Intergovernmental Charges for Services
\$24,928,485	\$23,847,275	\$23,265,895	\$22,603,020	Charges for Services
\$963,500	\$898,705	\$1,109,175	\$1,197,563	Fines and Forfeitures
\$2,922,915	\$4,201,293	\$9,706,196	\$5,612,812	Miscellaneous Revenue
\$13,960,203	\$20,763,088	\$20,654,263	\$43,581,151	Other Financing Sources
<u>\$111,745,512</u>	<u>\$114,822,439</u>	<u>\$120,701,334</u>	<u>\$135,814,911</u>	Total Revenue
				Expenditures
\$15,704,041	\$14,169,653	\$17,469,878	\$20,803,862	General Government
\$24,570,279	\$24,050,804	\$22,518,084	\$24,471,918	Public Safety
\$37,073,263	\$33,809,326	\$30,610,396	\$30,465,718	Public Works
\$208,298	\$205,331	\$197,733	\$205,785	Health and Human Services
\$8,605,436	\$9,299,802	\$7,475,790	\$7,102,525	Culture and Recreation
\$3,127,123	\$7,313,817	\$3,755,668	\$16,223,927	Conservation and Development
\$28,981,265	\$19,647,725	\$36,626,007	\$23,842,251	Transfers and other expenses
<u>\$118,269,704</u>	<u>\$108,496,458</u>	<u>\$118,653,556</u>	<u>\$123,115,987</u>	Total Expenditures
<u>-6,524,192</u>	<u>\$6,325,981</u>	<u>\$2,047,778</u>	<u>\$12,698,924</u>	Excess of revenues over (under) expenditures
\$52,342,102	\$53,308,769	\$53,414,089	\$42,751,108	Fund Balance, January 1
\$45,817,910	\$52,342,102	\$47,263,596	\$53,328,001	Fund Balance, December 31
\$97,994,847	\$96,747,371	\$88,549,101	\$85,924,256	Net Position, January 1
\$99,810,561	\$97,994,847	\$96,747,371	\$88,046,288	Net Position, December 31
<u>\$25,021,842</u>	<u>\$24,092,874</u>	<u>\$23,770,487</u>	<u>\$23,324,477</u>	Net Property Tax Required
\$2,479,124,160	\$2,574,367,710	\$2,398,553,954	\$2,523,820,400	Assessed Valuation
10.1920	10.0420	9.9100	9.7413	ASSESSED TAX RATE
\$3,074,483,600	\$2,724,220,600	\$2,650,921,700	\$2,488,723,200	Equalized Valuation*
8.139	8.844	8.967	9.372	EQUALIZED TAX RATE

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant / Communications Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the Mayor	2.00	2.00	2.00	2.00	2.00
No changes in 2021.					
Office of the City Clerk					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Council/Licensing Clerk	1.00	1.00	1.00	1.00	1.00
Elections Specialist	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>
Total Office of the City Clerk	3.75	3.75	3.75	3.75	3.75
No changes in 2021.					
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Budget Analyst	1.00	1.00	0.00	0.00	0.00
Assistant to the City Administrator	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the City Administrator	2.00	2.00	2.00	2.00	2.00
No changes in 2021.					
Finance Department					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.00	1.00	0.00	0.00	0.00
Deputy Finance Director	0.00	0.00	1.00	1.00	1.00
Auditor/Analyst*	1.00	1.00	1.00	0.00	0.00
Accountant*	1.00	1.00	1.00	0.00	0.00
Accountant I	0.40	0.40	0.40	2.00	2.00
Accountant II	0.00	0.00	0.00	1.00	1.00
Accountant III*	0.00	0.00	0.00	1.00	1.00
Clerk I*	1.00	1.00	1.00	0.00	0.00
Accounts Payable Clerk	1.00	1.00	1.00	0.00	0.00
Purchasing Agent	0.50	0.50	0.50	0.50	0.50
Administrative Services Clerk I*	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Finance Department	5.90	6.90	6.90	7.50	7.50

*Accountant III position added 1.00 FTE.

*Accountant I position transferred from Finance Department 0.60 FTE.

*Clerk I title changed to Administrative Services Clerk I.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
Human Resources Department					
Director of H.R. and Labor Relations	1.00	1.00	1.00	1.00	1.00
Payroll Administrator	1.00	1.00	1.00	1.00	1.00
Benefit Administrator / Analyst	1.00	1.00	1.00	1.00	1.00
Human Resources Generalist	1.00	1.00	1.00	1.00	1.00
Accountant I*	0.60	0.60	0.60	0.00	0.00
Administrative Services Clerk II*	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Human Resources Department	4.60	4.60	4.60	5.00	5.00

*Accountant I position transferred to Finance Department 0.60 FTE.

*Administrative Services Clerk II position added 1.00 FTE.

Office of the City Attorney					
City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney I	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney II	0.00	0.40	0.40	0.40	0.40
Legal Assistant	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total City Attorney's Office	4.00	4.40	4.40	4.40	4.40

No changes in 2021.

PUBLIC SAFETY

Police Department					
Chief	1.00	1.00	1.00	1.00	1.00
Captain	3.00	3.00	3.00	3.00	3.00
Lieutenant	4.00	4.00	4.00	4.00	4.00
Sergeant	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer	60.00	60.00	60.00	60.00	60.00
Office Supervisor	1.00	1.00	1.00	1.00	1.00
Communication Technician	1.00	1.00	1.00	1.00	1.00
Court Services Secretary	2.00	2.00	2.00	2.00	2.00
Community Service Officer	1.00	1.00	1.00	1.00	1.00
Community Service Officer Trainee (FTE)	1.00	1.00	1.00	1.00	1.00
Record Specialist Clerk	8.00	8.00	8.00	8.00	8.00
Time System Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary	2.00	2.00	2.00	2.00	2.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00
Fleet Operation Mechanic	1.00	1.00	1.00	1.00	1.00
Property Officer	1.00	1.00	1.00	1.00	1.00
Digital Evidence Manager	1.00	1.00	1.00	1.00	1.00
MEG Unit Secretary	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>
Total Police Department	105.40	105.40	105.40	105.40	105.40

No changes in 2021.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
Fire Department					
Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	1.00	1.00	2.00	2.00	2.00
Deputy Fire Chief	1.00	1.00	0.00	0.00	0.00
Battalion Chief	4.00	4.00	4.00	4.00	4.00
Captain	5.00	5.00	3.00	3.00	3.00
Lieutenant	10.00	10.00	11.00	12.00	12.00
Fire Equipment Operator	15.00	15.00	15.00	15.00	15.00
Firefighter	18.00	18.00	18.00	18.00	18.00
Firefighter/Paramedic	14.00	14.00	14.00	14.00	14.00
Administrative Coordinator/Supervisor	0.00	0.00	1.00	1.00	1.00
Confidential Secretary	1.00	1.00	0.00	0.00	0.00
Office Assistant	0.50	0.50	0.00	0.00	0.00
Administrative Assistant	<u>0.00</u>	<u>0.00</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Total Fire Department	70.50	70.50	69.50	70.50	70.50

No changes in 2021.

Building Inspection					
Building Inspector I	0.00	0.00	0.00	1.00	1.00
Building/Housing Inspector II	2.00	2.00	2.00	1.00	1.00
Electrical/Heating Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing/Environmental Inspector	1.00	1.00	1.00	1.00	1.00
Housing/Environmental Inspector	1.00	0.00	0.00	0.00	0.00
Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00
Building Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Permit Clerk	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Building Inspection	8.00	8.00	8.00	8.00	8.00

No changes in 2021.

PUBLIC WORKS

Department of Public Works

Administration

Director of Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	0.00	0.00	1.00	1.00	1.00
Management Analyst	1.00	1.00	0.00	0.00	0.00
Clerk II	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Public Works Administration	4.00	4.00	4.00	4.00	4.00

No changes in 2021.

Engineering

City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer / Project Manager	1.00	1.00	1.00	1.00	1.00
Assistant Engineer / Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineering Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	2.00	2.00	2.00	1.00	1.00
GIS Project Specialist	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Engineering	7.00	7.00	7.00	7.00	7.00

Environmental Engineer transferred from Wastewater Department 1.00 FTE.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Facilities and Traffic					
Superintendent - Facilities/Traffic	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Leadman Signs	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Lighting	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Signals	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Craftsman	3.00	3.00	3.00	3.00	3.00
Maintenance Worker II-Signs	1.00	1.00	1.00	3.00	3.00
Maintenance Worker II-City Hall	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I-MSB	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Facilities and Traffic	10.00	10.00	10.00	12.00	12.00
Streets and Sanitation					
Superintendent - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Supervisor - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Lead Sanitation	1.00	1.00	1.00	0.00	0.00
Maintenance Worker IV-Streets	1.00	1.00	1.00	4.00	4.00
Maintenance Worker III-Streets	7.00	7.00	7.00	2.00	2.00
Maintenance Worker II-Streets	14.00	14.00	14.00	10.00	10.00
Maintenance Worker I-Streets	5.00	5.00	5.00	6.00	6.00
Maintenance Worker IV-Sanitation	1.00	1.00	1.00	0.00	0.00
Maintenance Worker III-Sanitation	8.00	8.00	8.00	4.00	4.00
Maintenance Worker IV-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Sewer Maintenance	2.00	2.00	2.00	3.00	3.00
Maintenance Worker I-Sewer Maintenance	1.00	1.00	1.00	2.00	2.00
Maintenance Worker II-Street Sweeping	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Streets and Sanitation	46.00	46.00	46.00	37.00	37.00
Maintenance Worker IV-Leadman Sanitation moved to Recycling and					
title changed to MW IV-Leadman Recycling					
Parks and Cemetery					
Superintendent - Parks - Forestry	1.00	1.00	1.00	1.00	1.00
Forester	0.00	1.00	1.00	1.00	1.00
Maintenance Worker IV - Parks - Lead Tree	0.00	0.00	2.00	2.00	2.00
Maintenance Worker IV - Parks - Construction	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III - Parks - Forestry	6.00	6.00	5.00	5.00	5.00
Maintenance Worker II - Parks	6.00	6.00	6.00	6.00	6.00
Maintenance Worker I - Parks	3.00	3.00	3.00	0.00	0.00
Maintenance Worker III - Cemetery	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parks and Cemetery	17.00	19.00	20.00	17.00	17.00
Total Department of Public Works	84.00	86.00	87.00	77.00	77.00

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
CULTURE AND RECREATION					
Senior Services					
Director of Senior Services	0.00	1.00	1.00	1.00	1.00
Senior Center Supervisor	1.00	0.00	0.00	0.00	0.00
Assistant Supervisor	1.00	0.00	0.00	0.00	0.00
Coordinator	0.00	1.00	1.00	1.00	1.00
Program Coordinator	0.00	0.00	0.00	0.00	1.00
Custodian	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.00</u>
Total Senior Services	2.28	2.28	2.28	2.28	3.00

*Wellness Coordinator position added 1.00 via Friends Contribution and Custodian position eliminated 0.28 FTE.

CONSERVATION AND DEVELOPMENT

Planning and Development					
Director of Planning and Development	1.00	1.00	1.00	1.00	1.00
Planning/Zoning Manager	1.00	1.00	1.00	1.00	1.00
Community Development Planner	1.00	1.00	1.00	1.00	1.00
Neighborhood Development Planner	1.00	0.00	1.00	1.00	1.00
Community/Economic Development Planner	0.00	1.00	0.00	0.00	0.00
Grant Coordinator	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Planning and Development	4.00	4.00	5.00	5.00	5.00

No changes in 2021.

TOTAL GENERAL FUND	296.43	299.83	300.83	292.83	293.55
---------------------------	---------------	---------------	---------------	---------------	---------------

SPECIAL REVENUE FUND

Mead Public Library					
Director	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	1.00
Manager	2.00	2.00	2.00	2.00	2.00
Librarian II	2.00	2.00	0.00	0.00	0.00
Librarian I	5.75	5.75	0.00	0.00	0.00
Librarian	0.00	0.00	8.00	7.75	9.00
Page Supervisor	1.00	1.00	1.00	1.00	1.00
Maintenance Supervisor	1.00	1.00	0.00	0.00	1.00
Public Information Specialist II	1.00	1.00	0.00	0.00	0.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	0.00	0.00	1.00	1.00	1.00
Maintenance Technician	0.00	0.00	2.00	2.00	1.00
Administrative Assistant/Volunteer Coordinator	0.00	0.00	1.00	1.00	1.00
Administrative Assistant I	1.00	1.00	0.00	0.00	0.00
Maintenance Technician I	1.00	1.00	0.00	0.00	0.00
Library Assistant III	5.00	5.00	0.00	0.00	0.00
Library Assistant II	1.00	1.00	0.00	0.00	0.00
Library Assistant I	5.75	5.75	0.00	0.00	0.00
Cataloger	0.00	0.00	3.00	3.00	3.00
Public Safety Specialist	0.00	0.00	1.00	1.00	1.00
Library Assistant	0.00	0.00	9.25	8.50	9.25
Cleaner	1.50	1.50	2.00	2.00	2.00
Library Page	<u>9.50</u>	<u>9.50</u>	<u>6.50</u>	<u>6.50</u>	<u>6.00</u>
Total Mead Public Library	40.50	40.50	39.75	38.75	40.25

Page Supervisor added 1.00 FTE.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
Municipal Court					
Municipal Court Judge	0.50	0.50	0.50	0.50	0.50
Municipal Court Clerk	1.00	1.00	1.00	1.00	1.00
Office Clerk	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Municipal Court	2.50	2.50	2.50	2.50	2.50
No changes in 2021.					
Ambulance					
Firefighter/Paramedic	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
Total Ambulance	4.00	4.00	4.00	4.00	4.00
No changes in 2021.					
Cable Television					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	<u>0.50</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total Cable Television	1.50	1.25	1.25	1.25	1.25
No changes in 2021.					
TOTAL SPECIAL REVENUE FUND	48.50	48.25	47.50	46.50	48.00
PROPRIETARY FUNDS					
Recycling Utility					
Maintenance Worker IV-Leadman Recycling	0.00	0.00	0.00	1.00	1.00
Maintenance Worker III-Recycling	<u>0.00</u>	<u>0.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Recycling Utility	0.00	0.00	2.00	3.00	3.00
Maintenance Worker IV-Leadman Recycling transferred from Streets and Sanitation 1.00 FTE.					
Transit Utility					
Director	0.70	0.70	0.70	0.70	0.70
Operator Supervisor	2.00	2.00	2.00	2.00	2.00
SET Supervisor	0.00	1.00	1.00	1.00	1.00
Lead Support - ADA Coordinator	2.00	1.00	0.00	0.00	0.00
Lead Dispatcher	1.00	1.00	0.00	0.00	0.00
Fill-In Dispatcher	1.00	1.00	0.00	0.00	0.00
Lead Mechanic	1.00	1.00	1.00	1.00	1.00
Mechanic	3.00	3.00	3.00	3.00	3.00
Administrative Coordinator	1.00	1.00	1.00	1.00	1.00
Transit Coordinator I	0.00	0.00	1.00	1.00	1.00
Transit Coordinator II	0.00	0.00	1.00	1.00	1.00
Transit Coordinator III	0.00	0.00	1.00	1.00	1.00
Fixed Route Operator	28.00	28.00	28.00	28.00	28.00
Paratransit Operator	12.00	12.00	12.00	12.00	12.00
Hostler	1.25	1.50	1.50	1.50	0.00
Maintenance Assistant	0.00	0.00	1.00	1.00	2.25
Cleaner	<u>1.25</u>	<u>1.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Transit Utility	54.20	54.45	54.20	54.20	53.95

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Lead Worker I	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parking Utility	2.30	2.30	2.30	2.30	2.30

No changes in 2021.

Water Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Utility Accountant	1.00	1.00	1.00	1.00	1.00
Distribution Supervisor	1.00	1.00	1.00	1.00	1.00
Operations Supervisor	1.00	1.00	1.00	1.00	1.00
Customer Relations/Fiscal Supervisor	1.00	1.00	1.00	1.00	1.00
Utility Engineer	1.00	1.00	1.00	1.00	1.00
Engineer Technician	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	0.00	1.00	1.00	1.00	1.00
Distribution Technician	6.00	5.00	6.00	6.00	6.00
Lead Operations Technician	1.00	1.00	1.00	1.00	1.00
Operator	5.00	5.00	5.00	5.00	5.00
Operations Technician	2.00	2.00	2.00	2.00	2.00
Utility Support Specialist	4.00	4.00	4.00	4.00	4.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Lead Service Technician	1.00	1.00	1.00	1.00	1.00
Service Technician	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Water Utility	30.00	30.00	31.00	31.00	31.00

No changes in 2021.

Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Industrial Wastewater Supervisor	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	1.00	1.00	1.00	0.00	0.00
Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electromechanical Technician	1.00	1.00	1.00	1.00	1.00
Laboratory Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Operator III	1.00	2.00	2.00	2.00	2.00
Operator I	1.00	2.00	2.00	2.00	2.00
Administrative Assistant	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Wastewater Utility	13.00	15.00	15.00	14.00	14.00

Environmental Engineer transferred to Wastewater Department 1.00 FTE.

TOTAL PROPRIETARY FUND	99.50	101.75	104.50	104.50	104.25
-------------------------------	--------------	---------------	---------------	---------------	---------------

INTERNAL SERVICE FUNDS

Information Technology					
IT Director	1.00	1.00	1.00	1.00	1.00
Systems Analyst	2.00	2.00	2.00	2.00	2.00
Network Administrator	1.00	1.00	2.00	1.00	1.00
PC Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Information Technology	5.00	5.00	6.00	5.00	5.00

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
MOTOR VEHICLE FUND					
Motor Vehicle					
Equipment Service Supervisor	1.00	1.00	1.00	1.00	1.00
Master Certified Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Certified Truck Mechanic	3.00	2.00	2.00	2.00	2.00
Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Service Mechanic II	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Motor Vehicle	6.00	6.00	6.00	6.00	6.00
No changes in 2021.					
TOTAL INTERNAL SERVICE FUNDS	11.00	11.00	12.00	11.00	11.00
TOTAL PROPRIETARY FUNDS	110.50	112.75	116.50	115.50	115.25
TOTAL CITY FUNDS	455.43	460.83	464.83	454.83	456.80

R. C. No. _____ - 20 - 21. By COMMITTEE OF THE WHOLE. October 26, 2020.

Your Committee to whom was referred R. C. No. 166-20-21 by Public Works Committee to whom was referred a copy of Res. No. 103-20-21 by Alderpersons Donohue and Sorenson establishing the 2021 Budget appropriations and the 2020 Tax Levy for use during the calendar year; recommends filing the document.

_____ 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

5.5

R. C. No. 166 - 20 - 21. By PUBLIC WORKS COMMITTEE. October 19, 2020.

Your Committee to whom was referred a copy of Res. No. 103-20-21 by Alderpersons Donohue and Sorenson establishing the 2021 Budget appropriations and the 2020 Tax Levy for use during the calendar year; recommends adopting the Resolution.

*Cross
file*

Dean Dukke

Ben Sorenson

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.7

Res. No. 103 - 20 - 21. By Alderpersons Donohue and Sorenson.
October 5, 2020.

A RESOLUTION establishing the 2021 Budget appropriations and the 2020 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council committees have duly considered and discussed a budget for 2021 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 26, 2020 as required, and

WHEREAS, The 2021 budget requires a tax levy to partially finance the appropriations.


NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2021 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Neighborhood Revitalization Fund, Mead Public Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service - G.O. Debt Service, Convention Center Debt Service, TID 6 Debt, TID 10 Debt, TID 12 Debt, TID 13 Debt, TID 14 Debt, TID 15 Debt, TID 16 Debt, TID 17 Debt, TID 18 Debt, TID 19 Debt, Environmental TID Debt; Capital Improvements Funds - Capital Projects, Capital Improvement, Industrial Park Fund, TID 12 Capital, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital, TID 20 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds-Wastewater Utility, Recycling Utility Fund, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care be and are hereby adopted as set forth in the attachment and established in the budget document.

FJP
CJD
LHPS

BE IT FURTHER RESOLVED that the Personnel Schedule as presented in the 2021 Budget be approved, and

BE IT FURTHER RESOLVED that the property tax levy required to finance the 2021 Budget is \$25,021,842.



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

2021 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds
Revenue						
Taxes	\$18,791,155	\$3,806,480	\$9,387,912	\$1,557,000	\$0	\$475,946
Licenses and Permits	\$976,240	\$611,000	\$0	\$0	\$0	\$30,700
Intergovernmental Revenue	\$14,510,465	\$2,303,031	\$88,487	\$2,150,296	\$0	\$4,996,041
Intergovernmental Charges for Services	\$263,160	\$0	\$0	\$0	\$0	\$9,022,496
Charges for Services	\$1,554,757	\$2,167,340	\$0	\$0	\$9,400	\$21,196,988
Fines and Forfeitures	\$261,000	\$700,000	\$0	\$0	\$0	\$2,500
Miscellaneous Revenue	\$451,856	\$375,674	\$808,087	\$216,648	\$44,700	\$1,025,950
Other Financing Sources	\$1,708,924	\$230,000	\$1,038,054	\$10,700,438	\$0	\$282,787
Total Revenue	\$38,517,557	\$10,193,525	\$11,322,540	\$14,624,382	\$54,100	\$37,033,408
Expenditures						
General Government	\$4,022,232	\$1,316,336	\$638,546	\$0	\$0	\$9,726,927
Public Safety	\$22,485,763	\$896,515	\$0	\$1,188,000	\$0	\$0
Public Works	\$9,342,010	\$1,036,746	\$0	\$8,649,300	\$0	\$18,045,206
Health and Human Services	\$207,298	\$0	\$0	\$0	\$1,000	\$0
Culture and Recreation	\$3,008,271	\$4,012,866	\$0	\$1,581,278	\$0	\$3,021
Conservation and Development	\$377,430	\$1,229,025	\$0	\$1,512,402	\$0	\$8,266
Transfers and other expenses	\$538,030	\$1,985,927	\$18,730,033	\$278,000	\$15,000	\$7,434,274
Total Expenditures	\$39,981,035	\$10,477,415	\$19,368,579	\$13,208,980	\$16,000	\$35,217,694
Excess of revenues over (under) expenditures	-\$1,463,478	-\$283,890	-\$8,046,039	\$1,415,402	\$38,100	\$1,815,714
Fund Balance, January 1	\$20,175,775	\$2,725,364	\$24,216,592	\$4,232,837	\$991,534	\$0
Fund Balance, December 31	\$18,712,297	\$2,441,474	\$16,170,552	\$5,648,238	\$1,029,634	\$0
Net Position, January 1	\$0	\$0	\$0	\$0	\$0	\$97,994,847
Net Position, December 31	\$0	\$0	\$0	\$0	\$0	\$99,810,561
Net Property Tax Required	\$17,309,115	\$2,583,980	\$3,840,801	\$812,000	\$0	\$475,946

Assessed Valuation

ASSESSED TAX RATE

Equalized Valuation*

EQUALIZED TAX RATE

*Valuation does not include Tax Incremental District Valuation

BUDGET SUMMARY

2021 Executive	2020 Estimated	2019 Actual	2018 Actual	
				Revenue
\$34,018,493	\$31,886,221	\$31,522,120	\$30,561,851	Taxes
\$1,617,940	\$1,651,143	\$2,222,315	\$1,806,082	Licenses and Permits
\$24,048,320	\$23,127,655	\$23,158,063	\$20,793,432	Intergovernmental Revenue
\$9,285,656	\$8,447,059	\$9,063,307	\$9,659,001	Intergovernmental Charges for Services
\$24,928,485	\$23,847,275	\$23,265,895	\$22,603,020	Charges for Services
\$963,500	\$898,705	\$1,109,175	\$1,197,563	Fines and Forfeitures
\$2,922,915	\$4,201,293	\$9,706,196	\$5,612,812	Miscellaneous Revenue
\$13,960,203	\$20,763,088	\$20,654,263	\$43,581,151	Other Financing Sources
<u>\$111,745,512</u>	<u>\$114,822,439</u>	<u>\$120,701,334</u>	<u>\$135,814,911</u>	Total Revenue
				Expenditures
\$15,704,041	\$14,169,653	\$17,469,878	\$20,803,862	General Government
\$24,570,279	\$24,050,804	\$22,518,084	\$24,471,918	Public Safety
\$37,073,263	\$33,809,326	\$30,610,396	\$30,465,718	Public Works
\$208,298	\$205,331	\$197,733	\$205,785	Health and Human Services
\$8,605,436	\$9,299,802	\$7,475,790	\$7,102,525	Culture and Recreation
\$3,127,123	\$7,313,817	\$3,755,668	\$16,223,927	Conservation and Development
\$28,981,265	\$19,647,725	\$36,626,007	\$23,842,251	Transfers and other expenses
<u>\$118,269,704</u>	<u>\$108,496,458</u>	<u>\$118,653,556</u>	<u>\$123,115,987</u>	Total Expenditures
<u>-6,524,192</u>	<u>\$6,325,981</u>	<u>\$2,047,778</u>	<u>\$12,698,924</u>	Excess of revenues over (under) expenditures
\$52,342,102	\$53,308,769	\$53,414,089	\$42,751,108	Fund Balance, January 1
\$45,817,910	\$52,342,102	\$47,263,596	\$53,328,001	Fund Balance, December 31
\$97,994,847	\$96,747,371	\$88,549,101	\$85,924,256	Net Position, January 1
\$99,810,561	\$97,994,847	\$96,747,371	\$88,046,288	Net Position, December 31
<u>\$25,021,842</u>	<u>\$24,092,874</u>	<u>\$23,770,487</u>	<u>\$23,324,477</u>	Net Property Tax Required
\$2,479,124,160	\$2,574,367,710	\$2,398,553,954	\$2,523,820,400	Assessed Valuation
10.1920	10.0420	9.9100	9.7413	ASSESSED TAX RATE
\$3,074,483,600	\$2,724,220,600	\$2,650,921,700	\$2,488,723,200	Equalized Valuation*
8.139	8.844	8.967	9.372	EQUALIZED TAX RATE

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
GENERAL FUND					
GENERAL GOVERNMENT					
Office of the Mayor					
Mayor	1.00	1.00	1.00	1.00	1.00
Administrative Assistant / Communications Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the Mayor	2.00	2.00	2.00	2.00	2.00
No changes in 2021.					
Office of the City Clerk					
City Clerk	1.00	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00
Council/Licensing Clerk	1.00	1.00	1.00	1.00	1.00
Elections Specialist	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>	<u>0.75</u>
Total Office of the City Clerk	3.75	3.75	3.75	3.75	3.75
No changes in 2021.					
Office of the City Administrator					
City Administrator	1.00	1.00	1.00	1.00	1.00
Budget Analyst	1.00	1.00	0.00	0.00	0.00
Assistant to the City Administrator	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Office of the City Administrator	2.00	2.00	2.00	2.00	2.00
No changes in 2021.					
Finance Department					
Finance Director/Treasurer	1.00	1.00	1.00	1.00	1.00
Senior Accountant	0.00	1.00	0.00	0.00	0.00
Deputy Finance Director	0.00	0.00	1.00	1.00	1.00
Auditor/Analyst*	1.00	1.00	1.00	0.00	0.00
Accountant*	1.00	1.00	1.00	0.00	0.00
Accountant I	0.40	0.40	0.40	2.00	2.00
Accountant II	0.00	0.00	0.00	1.00	1.00
Accountant III*	0.00	0.00	0.00	1.00	1.00
Clerk I*	1.00	1.00	1.00	0.00	0.00
Accounts Payable Clerk	1.00	1.00	1.00	0.00	0.00
Purchasing Agent	0.50	0.50	0.50	0.50	0.50
Administrative Services Clerk I*	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Finance Department	5.90	6.90	6.90	7.50	7.50

*Accountant III position added 1.00 FTE.

*Accountant I position transferred from Finance Department 0.60 FTE.

*Clerk I title changed to Administrative Services Clerk I.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
Human Resources Department					
Director of H.R. and Labor Relations	1.00	1.00	1.00	1.00	1.00
Payroll Administrator	1.00	1.00	1.00	1.00	1.00
Benefit Administrator / Analyst	1.00	1.00	1.00	1.00	1.00
Human Resources Generalist	1.00	1.00	1.00	1.00	1.00
Accountant I*	0.60	0.60	0.60	0.00	0.00
Administrative Services Clerk II*	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Human Resources Department	4.60	4.60	4.60	5.00	5.00

*Accountant I position transferred to Finance Department 0.60 FTE.

*Administrative Services Clerk II position added 1.00 FTE.

Office of the City Attorney					
City Attorney	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney I	1.00	1.00	1.00	1.00	1.00
Assistant City Attorney II	0.00	0.40	0.40	0.40	0.40
Legal Assistant	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total City Attorney's Office	4.00	4.40	4.40	4.40	4.40

No changes in 2021.

PUBLIC SAFETY

Police Department					
Chief	1.00	1.00	1.00	1.00	1.00
Captain	3.00	3.00	3.00	3.00	3.00
Lieutenant	4.00	4.00	4.00	4.00	4.00
Sergeant	9.00	9.00	9.00	9.00	9.00
Detective	7.00	7.00	7.00	7.00	7.00
Police Officer	60.00	60.00	60.00	60.00	60.00
Office Supervisor	1.00	1.00	1.00	1.00	1.00
Communication Technician	1.00	1.00	1.00	1.00	1.00
Court Services Secretary	2.00	2.00	2.00	2.00	2.00
Community Service Officer	1.00	1.00	1.00	1.00	1.00
Community Service Officer Trainee (FTE)	1.00	1.00	1.00	1.00	1.00
Record Specialist Clerk	8.00	8.00	8.00	8.00	8.00
Time System Coordinator	1.00	1.00	1.00	1.00	1.00
Department Secretary	2.00	2.00	2.00	2.00	2.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00
Fleet Operation Mechanic	1.00	1.00	1.00	1.00	1.00
Property Officer	1.00	1.00	1.00	1.00	1.00
Digital Evidence Manager	1.00	1.00	1.00	1.00	1.00
MEG Unit Secretary	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>	<u>0.40</u>
Total Police Department	105.40	105.40	105.40	105.40	105.40

No changes in 2021.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
Fire Department					
Chief	1.00	1.00	1.00	1.00	1.00
Assistant Fire Chief	1.00	1.00	2.00	2.00	2.00
Deputy Fire Chief	1.00	1.00	0.00	0.00	0.00
Battalion Chief	4.00	4.00	4.00	4.00	4.00
Captain	5.00	5.00	3.00	3.00	3.00
Lieutenant	10.00	10.00	11.00	12.00	12.00
Fire Equipment Operator	15.00	15.00	15.00	15.00	15.00
Firefighter	18.00	18.00	18.00	18.00	18.00
Firefighter/Paramedic	14.00	14.00	14.00	14.00	14.00
Administrative Coordinator/Supervisor	0.00	0.00	1.00	1.00	1.00
Confidential Secretary	1.00	1.00	0.00	0.00	0.00
Office Assistant	0.50	0.50	0.00	0.00	0.00
Administrative Assistant	<u>0.00</u>	<u>0.00</u>	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
Total Fire Department	70.50	70.50	69.50	70.50	70.50

No changes in 2021.

Building Inspection					
Building Inspector I	0.00	0.00	0.00	1.00	1.00
Building/Housing Inspector II	2.00	2.00	2.00	1.00	1.00
Electrical/Heating Inspector	1.00	1.00	1.00	1.00	1.00
Plumbing/Environmental Inspector	1.00	1.00	1.00	1.00	1.00
Housing/Environmental Inspector	1.00	0.00	0.00	0.00	0.00
Code Enforcement Officer	1.00	1.00	1.00	1.00	1.00
Building Inspection Specialist	1.00	1.00	1.00	1.00	1.00
Permit Clerk	1.00	1.00	1.00	1.00	1.00
Building Inspection Licensing Clerk	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Building Inspection	8.00	8.00	8.00	8.00	8.00

No changes in 2021.

PUBLIC WORKS

Department of Public Works

Administration

Director of Public Works	1.00	1.00	1.00	1.00	1.00
Business Manager	0.00	0.00	1.00	1.00	1.00
Management Analyst	1.00	1.00	0.00	0.00	0.00
Clerk II	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Public Works Administration	4.00	4.00	4.00	4.00	4.00

No changes in 2021.

Engineering

City Engineer	1.00	1.00	1.00	1.00	1.00
Civil Engineer / Project Manager	1.00	1.00	1.00	1.00	1.00
Assistant Engineer / Surveyor	1.00	1.00	1.00	1.00	1.00
Senior Engineering Technician	1.00	1.00	1.00	1.00	1.00
Engineering Technician	2.00	2.00	2.00	1.00	1.00
GIS Project Specialist	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Total Engineering	7.00	7.00	7.00	7.00	7.00

Environmental Engineer transferred from Wastewater Department 1.00 FTE.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Facilities and Traffic					
Superintendent - Facilities/Traffic	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Leadman Signs	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Lighting	1.00	1.00	1.00	1.00	1.00
Maintenance Worker V-Electric Signals	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Craftsman	3.00	3.00	3.00	3.00	3.00
Maintenance Worker II-Signs	1.00	1.00	1.00	3.00	3.00
Maintenance Worker II-City Hall	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I-MSB	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Facilities and Traffic	10.00	10.00	10.00	12.00	12.00
Streets and Sanitation					
Superintendent - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Supervisor - Streets/Sanitation	1.00	1.00	1.00	1.00	1.00
Maintenance Worker IV-Lead Sanitation	1.00	1.00	1.00	0.00	0.00
Maintenance Worker IV-Streets	1.00	1.00	1.00	4.00	4.00
Maintenance Worker III-Streets	7.00	7.00	7.00	2.00	2.00
Maintenance Worker II-Streets	14.00	14.00	14.00	10.00	10.00
Maintenance Worker I-Streets	5.00	5.00	5.00	6.00	6.00
Maintenance Worker IV-Sanitation	1.00	1.00	1.00	0.00	0.00
Maintenance Worker III-Sanitation	8.00	8.00	8.00	4.00	4.00
Maintenance Worker IV-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III-Sewer Maintenance	1.00	1.00	1.00	1.00	1.00
Maintenance Worker II-Sewer Maintenance	2.00	2.00	2.00	3.00	3.00
Maintenance Worker I-Sewer Maintenance	1.00	1.00	1.00	2.00	2.00
Maintenance Worker II-Street Sweeping	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Streets and Sanitation	46.00	46.00	46.00	37.00	37.00
Maintenance Worker IV-Leadman Sanitation moved to Recycling and					
title changed to MW IV-Leadman Recycling					
Parks and Cemetery					
Superintendent - Parks - Forestry	1.00	1.00	1.00	1.00	1.00
Forester	0.00	1.00	1.00	1.00	1.00
Maintenance Worker IV - Parks - Lead Tree	0.00	0.00	2.00	2.00	2.00
Maintenance Worker IV - Parks - Construction	1.00	1.00	1.00	1.00	1.00
Maintenance Worker III - Parks - Forestry	6.00	6.00	5.00	5.00	5.00
Maintenance Worker II - Parks	6.00	6.00	6.00	6.00	6.00
Maintenance Worker I - Parks	3.00	3.00	3.00	0.00	0.00
Maintenance Worker III - Cemetery	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parks and Cemetery	17.00	19.00	20.00	17.00	17.00
Total Department of Public Works	84.00	86.00	87.00	77.00	77.00

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
CULTURE AND RECREATION					
Senior Services					
Director of Senior Services	0.00	1.00	1.00	1.00	1.00
Senior Center Supervisor	1.00	0.00	0.00	0.00	0.00
Assistant Supervisor	1.00	0.00	0.00	0.00	0.00
Coordinator	0.00	1.00	1.00	1.00	1.00
Program Coordinator	0.00	0.00	0.00	0.00	1.00
Custodian	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.28</u>	<u>0.00</u>
Total Senior Services	2.28	2.28	2.28	2.28	3.00

*Wellness Coordinator position added 1.00 via Friends Contribution and Custodian position eliminated 0.28 FTE.

CONSERVATION AND DEVELOPMENT

Planning and Development

Director of Planning and Development	1.00	1.00	1.00	1.00	1.00
Planning/Zoning Manager	1.00	1.00	1.00	1.00	1.00
Community Development Planner	1.00	1.00	1.00	1.00	1.00
Neighborhood Development Planner	1.00	0.00	1.00	1.00	1.00
Community/Economic Development Planner	0.00	1.00	0.00	0.00	0.00
Grant Coordinator	<u>0.00</u>	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Planning and Development	4.00	4.00	5.00	5.00	5.00

No changes in 2021.

TOTAL GENERAL FUND	296.43	299.83	300.83	292.83	293.55
---------------------------	---------------	---------------	---------------	---------------	---------------

SPECIAL REVENUE FUND

Mead Public Library

Director	1.00	1.00	1.00	1.00	1.00
Business Manager	1.00	1.00	1.00	1.00	1.00
Manager	2.00	2.00	2.00	2.00	2.00
Librarian II	2.00	2.00	0.00	0.00	0.00
Librarian I	5.75	5.75	0.00	0.00	0.00
Librarian	0.00	0.00	8.00	7.75	9.00
Page Supervisor	1.00	1.00	1.00	1.00	1.00
Maintenance Supervisor	1.00	1.00	0.00	0.00	1.00
Public Information Specialist II	1.00	1.00	0.00	0.00	0.00
IT Specialist	1.00	1.00	1.00	1.00	1.00
Communications Specialist	0.00	0.00	1.00	1.00	1.00
Maintenance Technician	0.00	0.00	2.00	2.00	1.00
Administrative Assistant/Volunteer Coordinator	0.00	0.00	1.00	1.00	1.00
Administrative Assistant I	1.00	1.00	0.00	0.00	0.00
Maintenance Technician I	1.00	1.00	0.00	0.00	0.00
Library Assistant III	5.00	5.00	0.00	0.00	0.00
Library Assistant II	1.00	1.00	0.00	0.00	0.00
Library Assistant I	5.75	5.75	0.00	0.00	0.00
Cataloger	0.00	0.00	3.00	3.00	3.00
Public Safety Specialist	0.00	0.00	1.00	1.00	1.00
Library Assistant	0.00	0.00	9.25	8.50	9.25
Cleaner	1.50	1.50	2.00	2.00	2.00
Library Page	<u>9.50</u>	<u>9.50</u>	<u>6.50</u>	<u>6.50</u>	<u>6.00</u>
Total Mead Public Library	40.50	40.50	39.75	38.75	40.25

Page Supervisor added 1.00 FTE.

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018 Actual</u>	<u>2019 Actual</u>	<u>2020 Amended</u>	<u>2020 Estimated</u>	<u>2021 Executive</u>
Municipal Court					
Municipal Court Judge	0.50	0.50	0.50	0.50	0.50
Municipal Court Clerk	1.00	1.00	1.00	1.00	1.00
Office Clerk	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Municipal Court	2.50	2.50	2.50	2.50	2.50
No changes in 2021.					
Ambulance					
Firefighter/Paramedic	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>	<u>4.00</u>
Total Ambulance	4.00	4.00	4.00	4.00	4.00
No changes in 2021.					
Cable Television					
TV Program Director	1.00	1.00	1.00	1.00	1.00
TV Production Technician	<u>0.50</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>	<u>0.25</u>
Total Cable Television	1.50	1.25	1.25	1.25	1.25
No changes in 2021.					
TOTAL SPECIAL REVENUE FUND	48.50	48.25	47.50	46.50	48.00
PROPRIETARY FUNDS					
Recycling Utility					
Maintenance Worker IV-Leadman Recycling	0.00	0.00	0.00	1.00	1.00
Maintenance Worker III-Recycling	<u>0.00</u>	<u>0.00</u>	<u>2.00</u>	<u>2.00</u>	<u>2.00</u>
Total Recycling Utility	0.00	0.00	2.00	3.00	3.00
Maintenance Worker IV-Leadman Recycling transferred from Streets and Sanitation 1.00 FTE.					
Transit Utility					
Director	0.70	0.70	0.70	0.70	0.70
Operator Supervisor	2.00	2.00	2.00	2.00	2.00
SET Supervisor	0.00	1.00	1.00	1.00	1.00
Lead Support - ADA Coordinator	2.00	1.00	0.00	0.00	0.00
Lead Dispatcher	1.00	1.00	0.00	0.00	0.00
Fill-In Dispatcher	1.00	1.00	0.00	0.00	0.00
Lead Mechanic	1.00	1.00	1.00	1.00	1.00
Mechanic	3.00	3.00	3.00	3.00	3.00
Administrative Coordinator	1.00	1.00	1.00	1.00	1.00
Transit Coordinator I	0.00	0.00	1.00	1.00	1.00
Transit Coordinator II	0.00	0.00	1.00	1.00	1.00
Transit Coordinator III	0.00	0.00	1.00	1.00	1.00
Fixed Route Operator	28.00	28.00	28.00	28.00	28.00
Paratransit Operator	12.00	12.00	12.00	12.00	12.00
Hostler	1.25	1.50	1.50	1.50	0.00
Maintenance Assistant	0.00	0.00	1.00	1.00	2.25
Cleaner	<u>1.25</u>	<u>1.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Transit Utility	54.20	54.45	54.20	54.20	53.95

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
Parking Utility					
Director Parking and Transit	0.30	0.30	0.30	0.30	0.30
Lead Worker I	1.00	1.00	1.00	1.00	1.00
Maintenance Worker I	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Parking Utility	2.30	2.30	2.30	2.30	2.30

No changes in 2021.

Water Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Utility Accountant	1.00	1.00	1.00	1.00	1.00
Distribution Supervisor	1.00	1.00	1.00	1.00	1.00
Operations Supervisor	1.00	1.00	1.00	1.00	1.00
Customer Relations/Fiscal Supervisor	1.00	1.00	1.00	1.00	1.00
Utility Engineer	1.00	1.00	1.00	1.00	1.00
Engineer Technician	1.00	1.00	1.00	1.00	1.00
Lead Distribution Technician	0.00	1.00	1.00	1.00	1.00
Distribution Technician	6.00	5.00	6.00	6.00	6.00
Lead Operations Technician	1.00	1.00	1.00	1.00	1.00
Operator	5.00	5.00	5.00	5.00	5.00
Operations Technician	2.00	2.00	2.00	2.00	2.00
Utility Support Specialist	4.00	4.00	4.00	4.00	4.00
Lab Technician	1.00	1.00	1.00	1.00	1.00
Lead Service Technician	1.00	1.00	1.00	1.00	1.00
Service Technician	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
Total Water Utility	30.00	30.00	31.00	31.00	31.00

No changes in 2021.

Wastewater Utility					
Superintendent	1.00	1.00	1.00	1.00	1.00
Industrial Wastewater Supervisor	1.00	1.00	1.00	1.00	1.00
Environmental Engineer	1.00	1.00	1.00	0.00	0.00
Maintenance Supervisor	1.00	1.00	1.00	1.00	1.00
Process System/OPCO	1.00	1.00	1.00	1.00	1.00
Electromechanical Technician	1.00	1.00	1.00	1.00	1.00
Laboratory Technician	1.00	1.00	1.00	1.00	1.00
Plant Maintenance Mechanic	3.00	3.00	3.00	3.00	3.00
Operator III	1.00	2.00	2.00	2.00	2.00
Operator I	1.00	2.00	2.00	2.00	2.00
Administrative Assistant	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Wastewater Utility	13.00	15.00	15.00	14.00	14.00

Environmental Engineer transferred to Wastewater Department 1.00 FTE.

TOTAL PROPRIETARY FUND	99.50	101.75	104.50	104.50	104.25
-------------------------------	--------------	---------------	---------------	---------------	---------------

INTERNAL SERVICE FUNDS

Information Technology					
IT Director	1.00	1.00	1.00	1.00	1.00
Systems Analyst	2.00	2.00	2.00	2.00	2.00
Network Administrator	1.00	1.00	2.00	1.00	1.00
PC Specialist	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Information Technology	5.00	5.00	6.00	5.00	5.00

**PERSONNEL SCHEDULE
AUTHORIZED PERMANENT POSITIONS 2018 - 2021**

	<u>2018</u> <u>Actual</u>	<u>2019</u> <u>Actual</u>	<u>2020</u> <u>Amended</u>	<u>2020</u> <u>Estimated</u>	<u>2021</u> <u>Executive</u>
MOTOR VEHICLE FUND					
Motor Vehicle					
Equipment Service Supervisor	1.00	1.00	1.00	1.00	1.00
Master Certified Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Certified Truck Mechanic	3.00	2.00	2.00	2.00	2.00
Truck Mechanic	1.00	1.00	1.00	1.00	1.00
Service Mechanic II	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Total Motor Vehicle	6.00	6.00	6.00	6.00	6.00
No changes in 2021.					
TOTAL INTERNAL SERVICE FUNDS	11.00	11.00	12.00	11.00	11.00
TOTAL PROPRIETARY FUNDS	110.50	112.75	116.50	115.50	115.25
TOTAL CITY FUNDS	455.43	460.83	464.83	454.83	456.80

II

Other Matters

R. O. No. 98 - 20 - 21. By CITY CLERK. November 2, 2020.

Submitting various license applications for the period ending June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3403	Andre, Crystal	1620 S. 11 th Street
3400	Bass, Desiree	922 Broadway Avenue
3405	Bower, Kevin R.	1932 North Avenue
3394	Cain, Stephanie R.	4419 Primrose Court Apt. S207
3406	Ernisse, Amber R.	926 Saint Clair Avenue
3397	Johnson, Agnes	3622 Superior Avenue J10
3392	Martinez, Monique	1106 S. 16 th Street
3409	Murre, Dawn M.	3703 Larkspur Way
3402	Osbahr, Elizabeth L.	1211 S. 13 th Street
2479	Thompson, Malukah Y.	1018 N. 11 th Street
3407	Trudelle, Michelle L.	114 E. Elizabeth St. Apt. 1b, Plymouth
3399	Wallner, Mary	325 Poplar Street, Sheb. Falls
3401	Wolff, Faith	1912A Superior Avenue

CHANGE OF AGENT

Frank Gonzales is replacing Kent. Billingsley effectively immediately for Applebee's Neighborhood Grill - 526 S. Taylor Drive, Sheboygan, WI. License No. 3423.

CHANGE OF PREMISE - PERMANENT

<u>No.</u>	<u>Name</u>	<u>Address</u>
3381	Meijer Store #305	924 North Taylor Drive - Current premises description to include Meijer Pickup outside of store in designated section of parking lot as identified with Meijer pickup signs.

LHPS