

*****ATTACHMENTS*****

II

R. O. No. _____ - 20 - 21. By BOARD OF LICENSE EXAMINERS.
October 19, 2020.

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

| | | |
|-------|--|---------------------|
| 40095 | David M Smith 1213 Whittier Avenue Howards Grove, WI 53083-1347 | Carpenter |
| 44271 | Paul D Meeusen 46 W Van Altena Ave Cedar Grove, WI 53013-0356 | Carpenter-Accessory |
| 47645 | Gregory L Davison 811 Amberly Trail Green Bay, WI 54311 | Carpenter |
| 47705 | David M Nennig 1559 N 15 th Street Sheboygan, WI 53081-2403 | Carpenter-Accessory |

Board of License Examiners

IV

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. October 19, 2020.

Your Committee to whom was referred R. O. No. 66-20-21 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> |
|------------|----------------------|---------------------------------|
| 2530 | Becker, Julie A. | W3498 Cty Rd FF, Plymouth |
| *5572 | Steindl, Jennifer L. | 1818 N. 12 th Street |

*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

II

Other Matters

R. O. No. 660 - 20 - 21. By CITY CLERK. September 8, 2020.

Submitting various license applications for the period ending December 31, 2020 and June 30, 2022.

City Clerk

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------------------|--|
| 3327 | Annis, Jordan T. | 512 Wisconsin Avenue Apt. 4 |
| 2530 | Becker, Julie A. | W3498 Cty Rd FF, Plymouth |
| 3324 | Bruha-Brusse, Rebecca A. | 2143 E Shady Lane, Neenah |
| 0442 | Cassady, Cara | 2110 N. 10 th Street |
| 3319 | Cherry, Joshua W. | 1025 Fairview Dr. Apt. 5, Plymouth |
| 3337 | Galvez, Molly | 1015 Bell Avenue |
| 2814 | Harris, Mariah H. | 729 N. 7 th Street, Manitowoc |
| 2441 | Hattleli, Alexandra N. | 1507 S. 8 th Street |
| 3344 | Jupp, Daniel M. | 2201 Erie Avenue Apt. C211 |
| 3333 | Lane, Crystal C. | 624A Georgia Avenue |
| 9507 | Lohse, April O A | 3009 N. 25 th Street |
| 4193 | Lorenz, Brenda K. | 117 Kay Avenue, Sheboygan Falls |
| 3339 | Marchi, Celeste | 1721 Stahl Road |
| 3330 | Moilanen, Brett W. | 3809 Heather Valley Rd #106 |
| 3328 | Newton, Marcus A. | 1013 Saint Clair |
| 2546 | Puchalla, Alexis | 15007 County Road XX, Kiel |
| 3334 | Rowan, Tucker J. | 624A Georgia Avenue |
| 5572 | Steindl, Jennifer L. | 1818 N. 12 th Street |
| 3342 | Williams, Madhury L. | 1227 S. 21 st Street Apt. A |
| 3325 | Yurk, Audreyanna K. | 10323 Steinthal Road, Kiel |

CHANGE OF PREMISE

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------|---|
| 3136 | Franks Place | 3023 N. 15 th Street - One day event to be held October 4, 2020 to include the grassy area between the bar and garage to the property line on the south and the grass to the east line by the back of the garage, in addition to the current premises description. |

Handwritten notes:
9-16 Hold # 2530 (Becker)
5572 (Steindl)
9-30 Construct hold
10-14 # 2530 Grant
5572 grant warning

3056 House Divided

840 Wilson Avenue - Twelve day event to be held September 23rd-October 4th, 2020 to include south and east side of building in front south lot and east sidewalk next to building in addition to current premises description.

1252 Petek's Tavern

2702 S. 8th Street - One day event October 3, 2020 to include south and west area of bar in addition to current premises description.

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

No. Name

Address

3326 Ruehr, William R.

1007 School Avenue #11

3329 Xiong, Megao

1718 N. 27th Place

VII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
October 19, 2020.

Your Committee to whom was referred a R. O. No. 72-20-21 by City Clerk submitting a communication from Dolcye Johnson regarding the Ambulance Fund Budget for 2019; 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

R. O. No. 72 - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting a communication from Dolcye Johnson regarding the Ambulance Fund Budget for 2019.

FFP
9/28/20 Hold.

CITY CLERK

August 20, 2020

Mayor Vandersteen

Sheboygan City Council

Attached is the 280 Ambulance Fund Budget for 2019. It again fails to include the salaries and benefits for ALL the firefighters required to operate the ambulance service. The consulting firm that conducted the comprehensive study of the Fire Department made four recommendations, one of which was to include 75% of the firefighters necessary to run the ambulance service in the budget. Last year then City Administrator Hofland alluded to gradually making that change, but the 2019 budget only includes the costs of four firefighters.

Sincerely,



Dolcye Johnson

1306 North 3rd Street

Sheboygan

920-458-5819

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 suhrke

CITY OF SHEBOYGAN
 YEAR-TO-DATE BUDGET REPORT

P 1
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FOR 2019 12

| ACCOUNTS FOR: | ORIGINAL | TRANFRS/ | REVISED | YTD EXPENDED | ENCUMBRANCES | AVAILABLE | PCT |
|---|----------|-----------|---------|--------------|--------------|------------|----------|
| 280 AMBULANCE FUND | APPROP | ADJUSTMTS | BUDGET | | | BUDGET | USED |
| 28022500 FIRE - AMBULANCE SERVICE | | | | | | | |
| 28022500 510110 FULL TIME SALAR | 292,728 | 0 | 292,728 | 294,679.57 | .00 | -1,951.57 | 100.7%* |
| 28022500 510111 FULL TIME SALAR | 5,500 | 0 | 5,500 | 5,694.27 | .00 | -194.27 | 103.5%* |
| 28022500 510310 FICA | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 28022500 510311 MEDICARE | 4,349 | 0 | 4,349 | 4,050.19 | .00 | 298.81 | 93.1% |
| 28022500 510320 WI RETIREMENT F | 44,856 | 0 | 44,856 | 45,758.24 | .00 | -902.24 | 102.0%* |
| 28022500 510340 HEALTH INSURANC | 80,100 | 0 | 80,100 | 72,110.12 | .00 | 7,989.88 | 90.0% |
| 28022500 510350 DENTAL INSURANC | 5,076 | 0 | 5,076 | 4,579.37 | .00 | 496.63 | 90.2% |
| 28022500 510360 LIFE INSURANCE | 180 | 0 | 180 | 155.28 | .00 | 24.72 | 86.3% |
| 28022500 510400 WORKERS COMPENS | 2,856 | 0 | 2,856 | 2,856.00 | .00 | .00 | 100.0% |
| 28022500 510410 UNEMPLOYMENT CO | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 28022500 510490 CLOTHING ALLOWA | 0 | 0 | 0 | 1,700.00 | .00 | -1,700.00 | 100.0%* |
| 28022500 521900 CONTRACTED SERV | 95,000 | 0 | 95,000 | 86,027.58 | .00 | 8,972.42 | 90.6% |
| 28022500 522110 VEHICLE MAINTEN | 10,000 | 0 | 10,000 | 9,632.50 | .00 | 367.50 | 96.3% |
| 28022500 525125 MOBILE TELEPHON | 500 | 0 | 500 | 539.17 | .00 | -39.17 | 107.8%* |
| 28022500 526125 TRAINING & CONF | 2,500 | 0 | 2,500 | 2,052.11 | .00 | 447.89 | 82.1% |
| 28022500 526130 TRAINING & EDUC | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 28022500 526130 29612 TRAINING & | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 28022500 528150 VEHICLE RENTAL | 106,456 | 0 | 106,456 | .00 | .00 | 106,456.00 | .0% |
| 28022500 530215 MEDICAL SUPPLIE | 68,000 | 0 | 68,000 | 70,299.01 | .00 | -2,299.01 | 103.4%* |
| 28022500 530230 GASOLINE | 15,000 | 0 | 15,000 | 20,025.35 | .00 | -5,025.35 | 133.5%* |
| 28022500 530255 TOOLS & SMALL E | 1,500 | 0 | 1,500 | 19,022.16 | .00 | -17,522.16 | 1268.1%* |
| 28022500 530256 SAFETY EQUIPMEN | 1,500 | 0 | 1,500 | 1,554.50 | .00 | -54.50 | 103.6%* |
| 28022500 530500 FIRE FIGHTING S | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 28022500 530500 29612 FIRE FIGHT | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 28022500 540210 INSURANCE DEDUC | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 28022500 540215 GEN. PUB. OFFIC | 2,000 | 0 | 2,000 | 2,368.21 | .00 | -368.21 | 118.4%* |
| 28022500 590100 CONTRIBUTIONS | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 28022500 641100 VEHICLES | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 28022500 642200 IT EQUIPMENT | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| TOTAL FIRE - AMBULANCE SERVICE | 738,101 | 0 | 738,101 | 643,103.63 | .00 | 94,997.37 | 87.1% |
| 28071100 AMBULANCE DEBT SERVICE-PRINCIP | | | | | | | |
| 28071100 713912 AMBULANCE PRINC | 0 | 0 | 0 | 94,694.83 | .00 | -94,694.83 | 100.0%* |
| TOTAL AMBULANCE DEBT SERVICE-PRINCIP | 0 | 0 | 0 | 94,694.83 | .00 | -94,694.83 | 100.0% |
| 28071120 AMBULANCE DEBT SERVICE-INTERES | | | | | | | |
| 28071120 723912 AMBULANCE INTER | 0 | 0 | 0 | 11,760.92 | .00 | -11,760.92 | 100.0%* |

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CITY OF SHEBOYGAN
YEAR-TO-DATE BUDGET REPORT

P 2
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FOR 2019 12

| ACCOUNTS FOR: 280 | AMBULANCE FUND | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|----------------------|--------------------------------------|--------------------|----------------------|-------------------|--------------|--------------|---------------------|-------------|
| | TOTAL AMBULANCE DEBT SERVICE-INTERES | 0 | 0 | 0 | 11,760.92 | .00 | -11,760.92 | 100.0% |
| 28081100 | INTERFUND TO -GENERAL FUND | | | | | | | |
| 28081100 811101 | INTERFUND TO GE | 413,699 | 0 | 413,699 | 919,670.00 | .00 | -505,971.00 | 222.3%* |
| | TOTAL INTERFUND TO -GENERAL FUND | 413,699 | 0 | 413,699 | 919,670.00 | .00 | -505,971.00 | 222.3% |
| 28081400 | INTERFUND TO -CAPITAL PROJ | | | | | | | |
| 28081400 811400 | INTERFUND TO CA | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| | TOTAL INTERFUND TO -CAPITAL PROJ | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| 28099990 | FUND BALANCE APPLIED | | | | | | | |
| 28099990 949999 | FUND EQUITY INC | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| | TOTAL FUND BALANCE APPLIED | 0 | 0 | 0 | .00 | .00 | .00 | .0% |
| | TOTAL AMBULANCE FUND | 1,151,800 | 0 | 1,151,800 | 1,669,229.38 | .00 | -517,429.38 | 144.9% |
| | TOTAL EXPENSES | 1,151,800 | 0 | 1,151,800 | 1,669,229.38 | .00 | -517,429.38 | |

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 suhrke

|CITY OF SHEBOYGAN
 |YEAR-TO-DATE BUDGET REPORT

|P 3
 |glytdbud

FOR 2019 12

| | ORIGINAL APPROP | TRANFRS/ ADJSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-------------|--------------------|----------------------|-------------------|--------------|--------------|---------------------|-------------|
| GRAND TOTAL | 1,151,800 | 0 | 1,151,800 | 1,669,229.38 | .00 | -517,429.38 | 144.9% |

** END OF REPORT - Generated by LAURIE SUHRKE **

VI

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. October 19, 2020.

Your Committee to whom was referred R. O. No. 80-20-21 by City Clerk
submitting various license applications; recommends granting the licenses:

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-----------------------|---------------------------------|
| 3362 | Bergemann, Amanda T. | 1146A Union Avenue |
| 3372 | Brown, Kasandra R. | 1236 Parkwood Blvd Apt. C |
| 1564 | Derrick, Ricci L. | 1932 N. 10 th Street |
| 3361 | Gregoire, Lori L. | W2201 Pigeon Lane, Sheb. Falls |
| 3369 | Houseye, Barbara E. | 1134 Ontario Avenue |
| 3360 | Martinez, Jessica J. | N8385 County Road M, Plymouth |
| 3358 | Mcgoldrick, Harper B. | 313 Michigan Avenue |
| 3373 | Mechenich, Mollie M. | W2174 County Road FF |
| 1507 | Regner, Justin J. | 2736 N. 27 th Street |
| 3368 | Torres, Annette | 1610 Maryland Avenue |
| 3370 | Treppish, Benjamin | 1738 N. 27 th Place |

| | |
|-------|-----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| | 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

8.1

R. O. No. 80 - 20 - 21. By CITY CLERK. October 5, 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> |
|------------|-----------------------|---------------------------------|
| 3362 | Bergemann, Amanda T. | 1146A Union Avenue |
| 3372 | Brown, Kasandra R. | 1236 Parkwood Blvd Apt. C |
| 1564 | Derrick, Ricci L. | 1932 N. 10 th Street |
| 3361 | Gregoire, Lori L. | W2201 Pigeon Lane, Sheb. Falls |
| 3369 | Houseye, Barbara E. | 1134 Ontario Avenue |
| 3360 | Martinez, Jessica J. | N8385 County Road M, Plymouth |
| 3358 | Mcgoldrick, Harper B. | 313 Michigan Avenue |
| 3373 | Mechenich, Mollie M. | W2174 County Road FF |
| 1507 | Regner, Justin J. | 2736 N. 27 th Street |
| 3368 | Torres, Annette | 1610 Maryland Avenue |
| 3370 | Treppish, Benjamin | 1738 N. 27 th Place |

LHS
Grantall

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
October 19, 2020.

Your Committee to whom was referred a Res. No. 99-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City Official to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance; 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. 99 - 20 - 21. By Alderpersons Donohue and Bohren.
October 5, 2020.

A RESOLUTION authorizing the appropriate City official to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction; and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructure under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and

WHEREAS, the Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County; and

WHEREAS, in 2021, the County will distribute the minimum amount of \$1.5 Million to local units of government, which includes \$445,526 to the City of Sheboygan during calendar year 2021, which is a reduction of \$5,145 from 2020; and

WHEREAS, in 2021 the County will distribute the funds in two equal installments, one in July and one in September; and

WHEREAS, the City of Sheboygan supports the County Sales Tax Revenue-Sharing Cooperative Agreement; and

WHEREAS, it is in its best interests of the City of Sheboygan to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement.

NOW, THEREFORE BE IT RESOLVED: That the Common Council of the City of Sheboygan approves the Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is attached hereto, and agrees to be bound by its terms.

FXP

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized and directed to sign the Intergovernmental Cooperative Agreement on behalf of the City of Sheboygan and to take the action necessary to comply with the terms of the Agreement, including filling out "Form A," a copy of which is attached hereto as part of the Intergovernmental Cooperative Agreement.

By Lynne 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



SHEBOYGAN COUNTY

Vernon Koch
Chairman of the Board

Adam N. Payne
County Administrator



September 24, 2020

Mayor Michael Vandersteen
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081Name

Re: Sheboygan County Transportation Shared Revenue Program

Dear Mr. Vandersteen,

As you know, effective January 1, 2017, the Sheboygan County Board enacted the one-half percent county sales tax to help maintain Sheboygan County's transportation system. The County Ordinance includes a provision to share \$1.5 million of the county sales tax revenue with local units of government to assist you in addressing your own transportation needs. With all the uncertainty due to the COVID pandemic, and reductions in our overall sales tax revenue, we will be allocating \$1.5 million for 2021. We will once again allocate based on your municipality's equalized value. The respective amounts are shown in the enclosed equalized value worksheet. Payments will again be disbursed in two equal installments in July 2021 and September 2021.

Please find enclosed the Sheboygan County Sales Tax Revenue-Sharing Intergovernmental Cooperative Agreement which sets forth the terms and conditions upon which Sheboygan County will share sales tax revenue to assist you in maintaining your roads and bridges. A signed Intergovernmental Cooperative Agreement and signed Form A should be returned to the Sheboygan County Finance Department by December 1st. Once all signatures are attained, a copy of the Intergovernmental Agreement will be returned to you for your records.

We respect and appreciate your role in helping maintain a safe and reliable transportation system, and we are striving to keep the process of sharing this revenue efficient, transparent and straight forward. Thank you for your leadership and support. If you have questions, please don't hesitate to contact us, County Finance Director Wendy Charnon, or County Transportation Director Greg Schnell.

Respectfully yours,

Vernon Koch, County Board Chairperson

Respectfully yours,

Adam Payne, County Administrator

Cc: Finance Director Wendy Charnon
Transportation Director Greg Schnell
Corporation Counsel Crystal Fieber

Enclosed: Intergovernmental Cooperative Agreement
Form A
Equalized Value Worksheet

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2021 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

1. **PARTIES.** The parties to the Agreement are the **City of Sheboygan** (Municipality), a municipal corporation with offices at 828 Center Avenue Sheboygan, WI 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. **EFFECTIVE DATE; TERM; TERMINATION.**

A. **Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. **Term.** The term of this Agreement is for calendar year 2021.

C. **Termination – By County.** During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. **Termination – By Municipality.** During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2021, pay to Municipality as a distribution of sales tax revenue, the sum of \$445,526.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly

notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

[Municipality]

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

SHEBOYGAN COUNTY

By: _____
Adam N. Payne
Sheboygan County Administrator

Date Signed

By: _____
Vernon Koch
County Board Chair

Date Signed

S:\Finance\Administrative\Revenue Sharing Program\FY_2021\IntergovernmentalAgreement.docx



Sheboygan County Shared Revenue Program

Budget Year 2021

(Form A)

Section One

Municipality: City of Sheboygan

Transportation Budget 2020: \$ 5,829,000

Transportation Estimated Actual Expenditures for 2020: \$ 5,829,000

Transportation Budget Proposed 2021: \$ 8,797,800

County Shared Revenue: \$ 445,524

Is the County Shared Revenue increasing what would have otherwise been accomplished in 2021? (Yes) No (circle one)

Section Two - Transportation Project the revenue will be applied to (If multiple projects, please complete Form A, Section Two for each project):

Project Description: Greele Avenue - North Third St. + Calumet Dr.

Project ID: _____

Total cost of Project: \$ 700,000

Anticipated start of Project: June 2020

Anticipated completion of Project: November 2020

General Ledger Accounting Unit (if identifiable): _____

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

[Signature]
Signature

9.30.2020
Date

Director of Public Works
Title

Sheboygan County Sales Tax Revenue Sharing with Municipalities
For Budget Year 2021

| <u>MUNI NAME</u> | <u>2020 EQ VAL LESS TID</u> <u>INCREMENT</u> | <u>PERCENT</u> | <u>2021 BUDGET</u> <u>ALLOCATION</u> | 50% | 50% |
|-------------------------|---|----------------|---|-----------------------------------|--|
| | | | | <u>July</u> <u>Installment</u> | <u>September</u> <u>Installment</u> |
| GREENBUSH | 164,238,600 | 0.02 | \$23,800 | 11,900 | \$11,900 |
| HERMAN | 156,687,200 | 0.02 | \$22,706 | 11,353 | \$11,353 |
| HOLLAND | 360,575,100 | 0.03 | \$52,251 | 26,126 | \$26,126 |
| LIMA | 259,086,300 | 0.03 | \$37,544 | 18,772 | \$18,772 |
| LYNDON | 190,069,800 | 0.02 | \$27,543 | 13,772 | \$13,772 |
| MITCHELL | 130,708,600 | 0.01 | \$18,941 | 9,471 | \$9,471 |
| MOSEL | 144,816,100 | 0.01 | \$20,985 | 10,493 | \$10,493 |
| TOWN OF PLYMOUTH | 386,141,900 | 0.04 | \$55,956 | 27,978 | \$27,978 |
| RHINE | 403,353,400 | 0.04 | \$58,450 | 29,225 | \$29,225 |
| RUSSELL | 39,554,300 | 0.00 | \$5,732 | 2,866 | \$2,866 |
| SCOTT | 171,537,200 | 0.02 | \$24,858 | 12,429 | \$12,429 |
| TOWN OF SHEBOYGAN | 860,652,700 | 0.08 | \$124,718 | 62,359 | \$62,359 |
| TOWN OF SHEBOYGAN FALLS | 248,660,900 | 0.02 | \$36,034 | 18,017 | \$18,017 |
| SHERMAN | 159,713,900 | 0.02 | \$23,144 | 11,572 | \$11,572 |
| WILSON | 472,897,500 | 0.05 | \$68,528 | 34,264 | \$34,264 |
| ADELL | 39,391,100 | 0.00 | \$5,708 | 2,854 | \$2,854 |
| CASCADE | 42,793,000 | 0.00 | \$6,201 | 3,101 | \$3,101 |
| CEDAR GROVE | 159,637,700 | 0.02 | \$23,133 | 11,567 | \$11,567 |
| ELKHART LAKE | 329,301,700 | 0.03 | \$47,719 | 23,860 | \$23,860 |
| GLENBEULAH | 33,588,000 | 0.00 | \$4,867 | 2,434 | \$2,434 |
| HOWARDS GROVE | 271,083,300 | 0.03 | \$39,283 | 19,641 | \$19,641 |
| KOHLER | 483,363,600 | 0.05 | \$70,045 | 35,022 | \$35,022 |
| OOSTBURG | 215,002,100 | 0.02 | \$31,156 | 15,578 | \$15,578 |
| RANDOM LAKE | 161,147,000 | 0.02 | \$23,352 | 11,676 | \$11,676 |
| WALDO | 35,425,100 | 0.00 | \$5,133 | 2,567 | \$2,567 |
| PLYMOUTH | 700,971,700 | 0.07 | \$101,578 | 50,789 | \$50,789 |
| SHEBOYGAN | 3,074,483,600 | 0.30 | \$445,526 | 222,763 | \$222,763 |
| SHEBOYGAN FALLS | 656,316,900 | 0.06 | \$95,107 | 47,554 | \$47,554 |
| COUNTY TOTAL | 10,351,198,300 | 1.00 | \$1,500,000 | \$750,000 | \$750,000 |

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
October 19, 2020.

Your Committee to whom was referred a Res. No. 100-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable General Obligation Refunding Bonds; 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

5.4

Res. No. 100 - 20 - 21. By Alderpersons Donohue and Bohren.
October 5, 2020.

A RESOLUTION authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Taxable General Obligation Refunding Bonds.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan regarding the issuance of \$11,435,000 in Taxable General Obligation Refunding Bonds, Series 2020D.

F+P

By Lynne Donohue

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



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

October 1, 2020

VIA EMAIL

Ms. Meredith DeBruin
City Clerk
City of Sheboygan
City Hall
828 Center Avenue
Sheboygan, WI 53081-4442

Scope of Engagement Re: Proposed Issuance of \$11,435,000 City of Sheboygan (the "City") Taxable General Obligation Refunding Bonds, Series 2020D (the "Securities")

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond

counsel opinion described below. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest in the Securities is included for federal income tax purposes in the gross income of the owners of the Securities.

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party, or participating in a Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which

are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$15,750. Such fee and expenses may vary: (i) if the principal amount of Securities actually

issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The

Ms. Meredith DeBruin
October 1, 2020
Page 5

City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

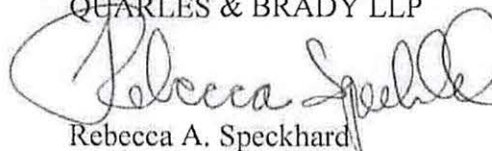
If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

Ms. Meredith DeBruin
October 1, 2020
Page 6

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:SMW:bes
#850357.00067

cc: Mr. Todd Wolf (via email)
Mr. Martin W. Halverson (via email)
Ms. Melissa Clevenger (via email)
Charles C. Adams, Esq. (via email)
Thomas Cameron, Esq. (via email)
Ms. Carol Ann Wirth (via email)
Ms. Gloria Herron (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____
Title

Date: _____

II

R. O. No. _____ - 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.

Cow

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 |
| -\$7,044,894 | \$6,325,981 | \$2,047,778 | \$12,698,924 | 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 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**

| | 2018 | 2019 | 2020 | 2020 | 2021 |
|---------------------------------------|----------------------|----------------------|-----------------------|-------------------------|-------------------------|
| | <u>Actual</u> | <u>Actual</u> | <u>Amended</u> | <u>Estimated</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**

| | 2018 | 2019 | 2020 | 2020 | 2021 |
|--|----------------------|----------------------|-----------------------|-------------------------|-------------------------|
| | <u>Actual</u> | <u>Actual</u> | <u>Amended</u> | <u>Estimated</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 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 | | | | | |
| 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 Actual</u> | <u>2019 Actual</u> | <u>2020 Amended</u> | <u>2020 Estimated</u> | <u>2021 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

| | 2018 <u>Actual</u> | 2019 <u>Actual</u> | 2020 <u>Amended</u> | 2020 <u>Estimated</u> | 2021 <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 |

II

R. O. No. _____ - 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.

frp

CITY CLERK

OCT 14 '20 PM 3:32

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:

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.

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, SC
ATTORNEYS AT LAW
735 NORTH WATER STREET
SUITE 1212
MILWAUKEE, WI 53202
(414) 271-9995

II

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

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

CITY CLERK

FAP

DATE RECEIVED _____

RECEIVED BY SW

CLAIM NO. 15-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 15 '20 PM 2:03

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

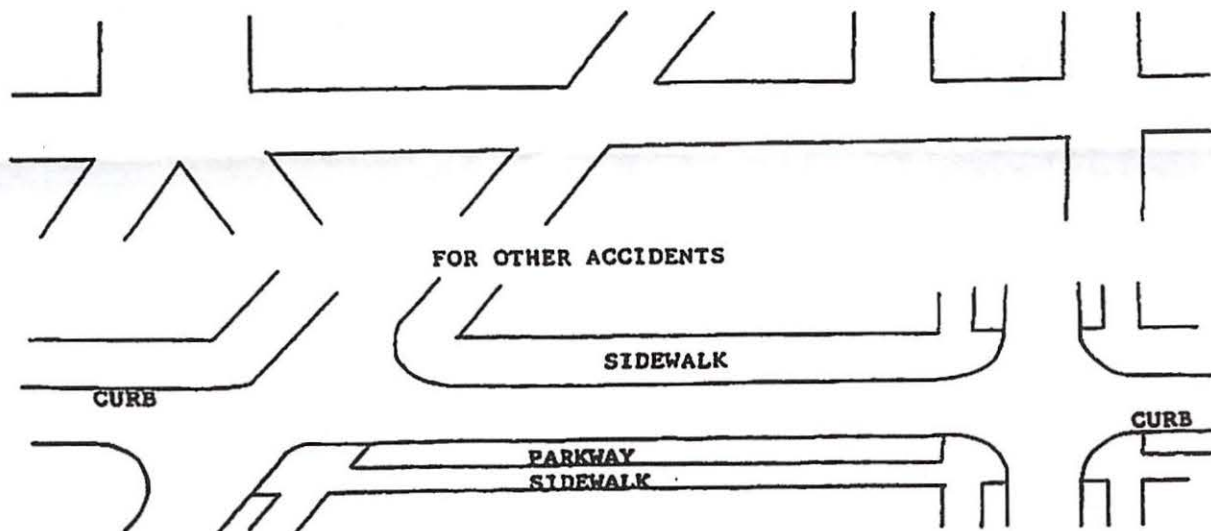
Damaged vehicle (if applicable)

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. Secke

DATE

10/15/20

DATE RECEIVED _____

RECEIVED BY DNCLAIM NO. 15-20

OCT 15 '20 PM 2:03

CLAIM

Claimant's Name: Barb Selke

Auto \$ _____

Claimant's Address: 3712 N. 12th Place

Property \$ _____

Sheboygan, WI 53083Personal Injury \$ 7,697.00Claimant's Phone No. 920-452-1720

Other (Specify below) \$ _____

TOTAL \$ 7,697.00

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 PlaceSheboygan, 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 Schoenenberg 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 LOWER 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 'staff'

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

II

R. O. No. _____ - 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 Investigations</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

CHPS

II

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

Submitting various license applications for the period ending December 31, 2020 and June 30, 2022.

City Clerk

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)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|------------------------|----------------------------|
| 0799 | Johnson, Mollijayne M. | W1833 Smies Road, Oostburg |
| 3387 | Lipp, Shyan M. | 1133 Broadway Avenue #A |

AHPs

III

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

A RESOLUTION authorizing submitting a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2019-2020 Program Year for CDBG-CV3.

WHEREAS, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act passed by the United States Congress and signed into law by the President on March 27, 2020, the City has received a third allocation of Community Development Block Grant funds ("CDBG-CV3 funds") in the amount of \$231,211; and

WHEREAS, in compliance with 24 CFR § 91.105, the City of Sheboygan Citizen Participation Plan requires a 30-day public comment period as it relates to the Substantial Amendment process; and

WHEREAS, The CARES Act permits HUD to waive, or specify alternative requirements for, any provision of any statute or regulation that the Secretary administers in connection with the CDBG-CV3 funds, with certain exceptions, upon a finding by the Secretary that any such waivers or alternative requirements are necessary to expedite or facilitate the use of such amounts to prevent, prepare for, and respond to coronavirus; and

WHEREAS, pursuant to its April 9, 2020 guidance related to CDBG-CV funds, HUD has authorized certain grantees, including local municipalities, to limit the public comment period for the Substantial Amendment process related to CDBG-CV funds to five days; and

WHEREAS, the Common Council believes it is in the best interest of the City to provide funding to Lakeshore CAP to administer a mortgage assistance program to prevent homelessness in eligible census tracts to minimize foreclosures as a result of the COVID. If warranted, funds may be used to fund small business needs for small businesses with more than 5 full time employees.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the submittal of a Substantial Amendment for final approval to HUD to amend the 2019 program year to include the \$231,211 of CDBG-CV3 funding.

BE IT FURTHER RESOLVED: That authorization is contingent upon staff holding a 5-day public comment hearing on the proposed use of the funds.

*Suspend
Adopt*

BE IT FURTHER RESOLVED: That the appropriate staff are authorized to create, sign, and execute such documents necessary for final submittal.

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 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.
- FAP

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.

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 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.

FHP

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. 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

III

Res. No. _____ - 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.

fw

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 17th 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

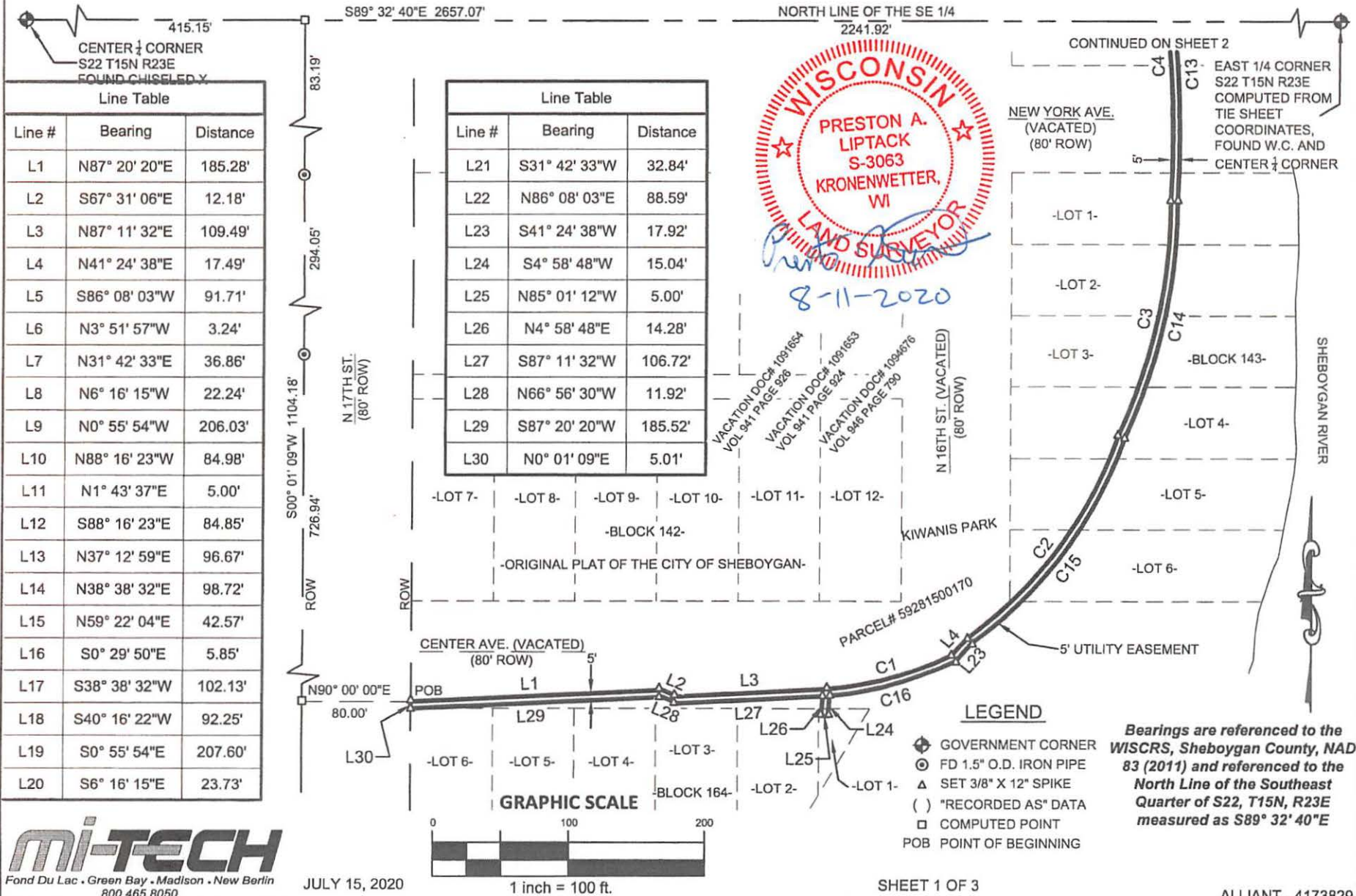
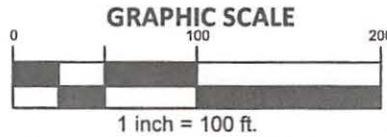
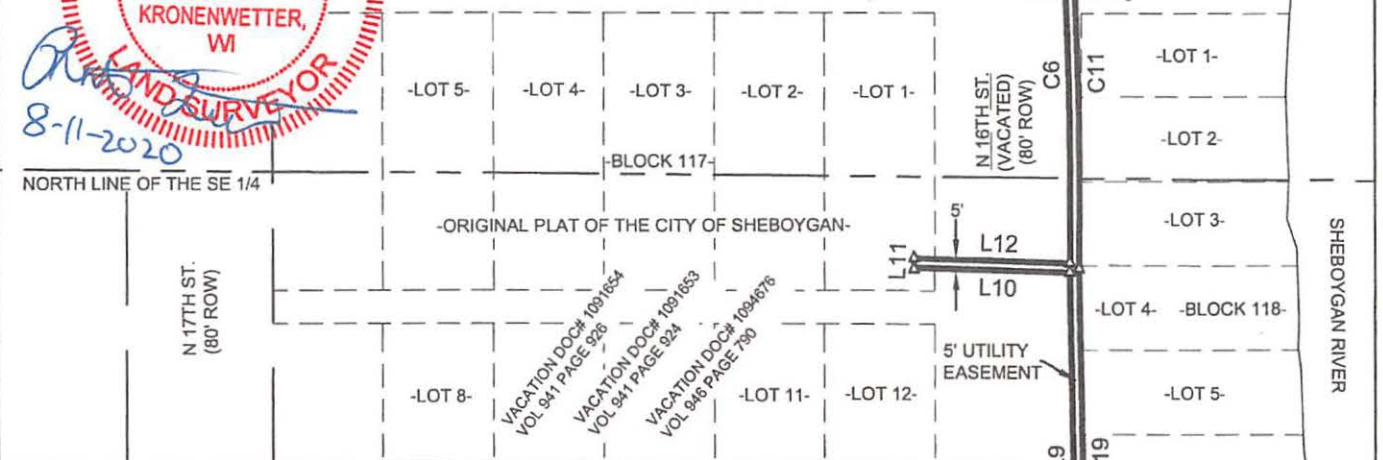


EXHIBIT "B"

LOCATED IN PART OF LOTS 1 AND 6 OF BLOCK 164, LOTS 1-6 OF BLOCK 143, LOTS 1-6 OF BLOCK 118, 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
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 800.465.8050

LEGEND
 ▲ SET 3/8" X 12" SPIKE

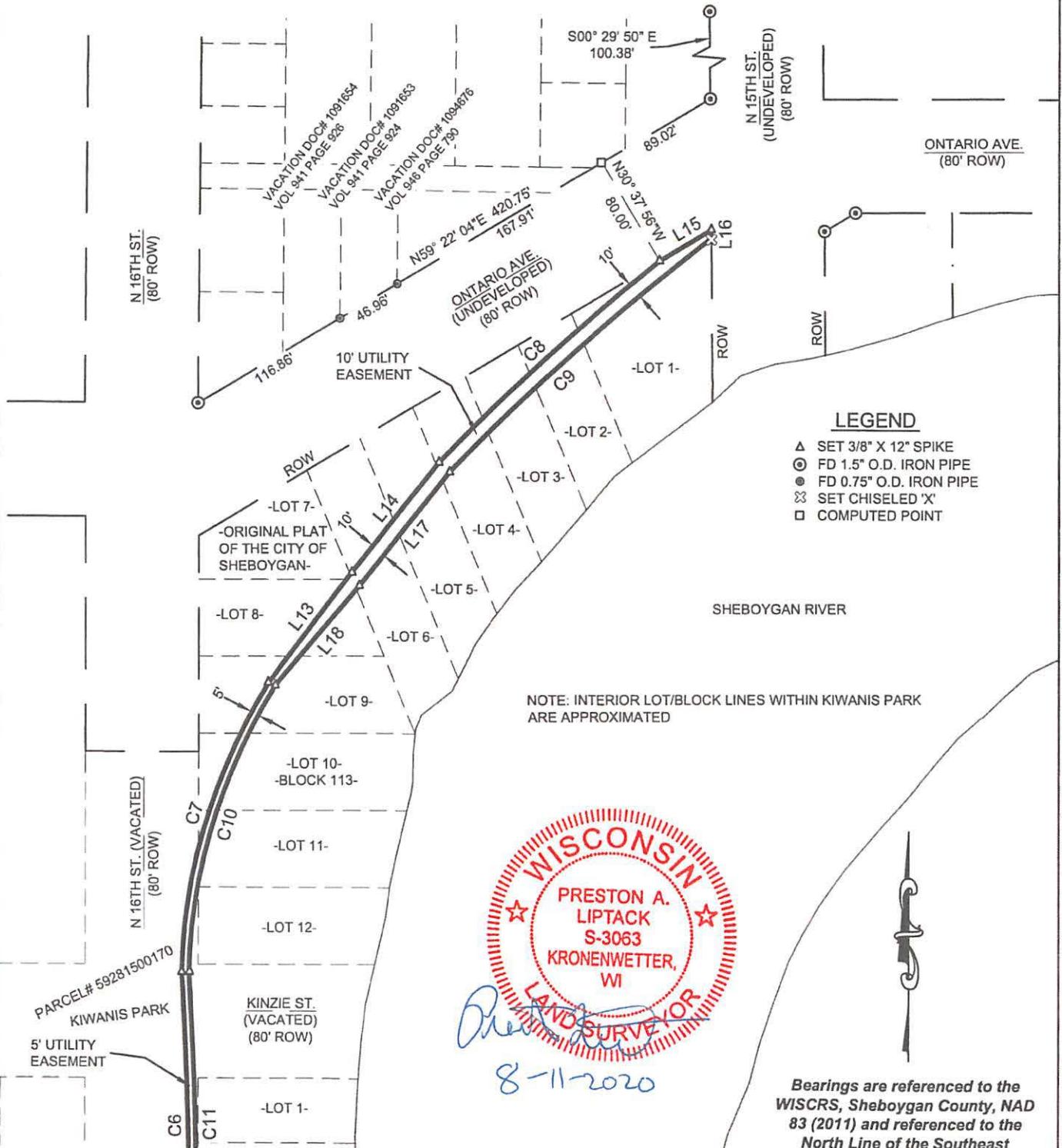
Bearings are referenced to the
 WISCRS, Sheboygan County, NAD
 83 (2011) and referenced to the
 North Line of the Southeast
 Quarter of S22, T15N, R23E
 measured as S89° 32' 40"E

SHEET 2 OF 3

ALLIANT - 4173829

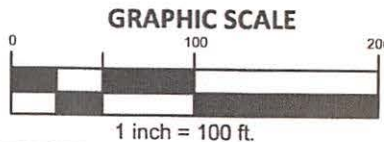
EXHIBIT "B"

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



JULY 15, 2020

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SHEET 3 OF 3

ALLIANT - 4173829

III

Res. No. _____ - 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.

PD

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.

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

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.

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;

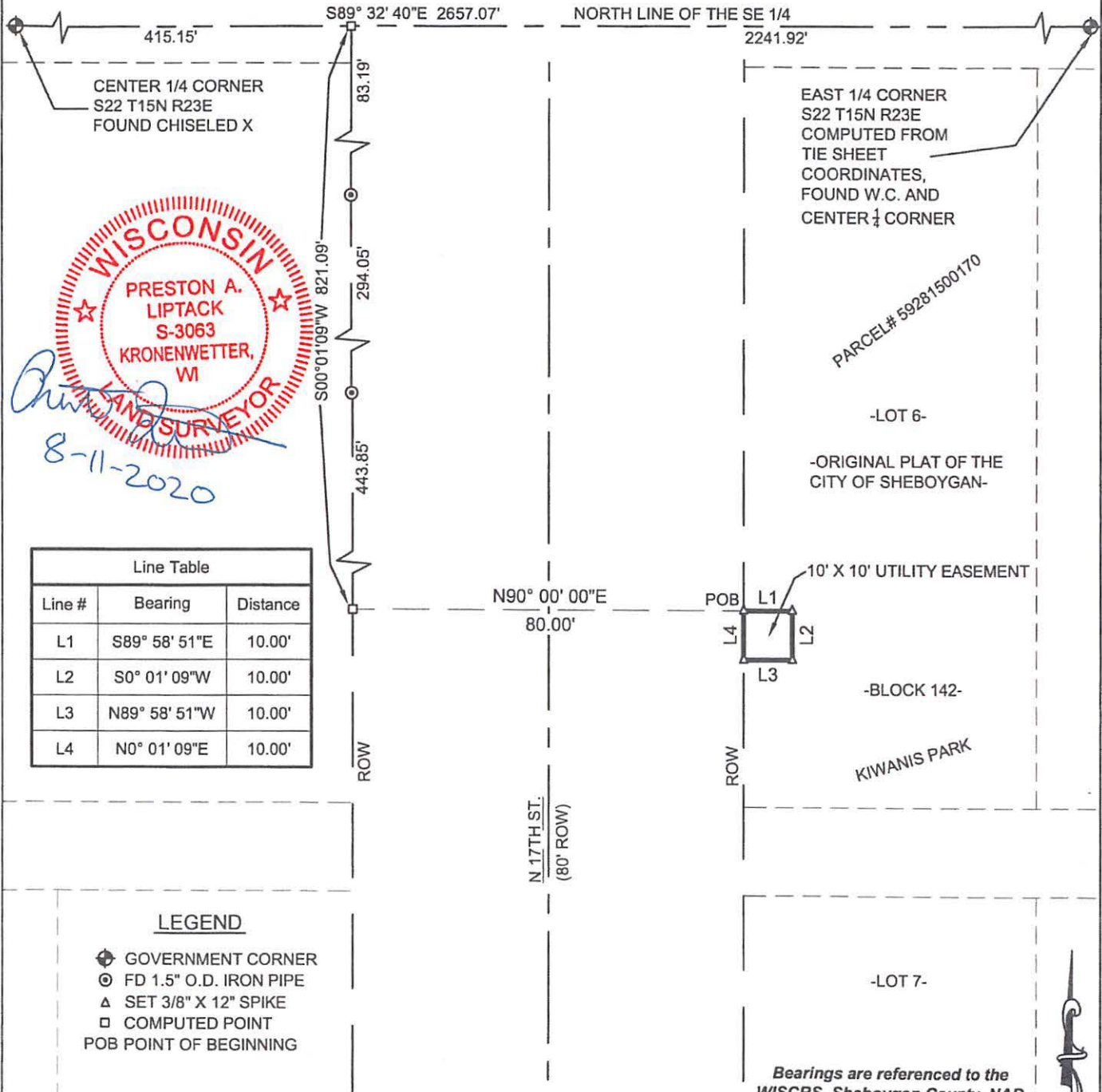
Thence North 00 degrees 01 minutes 09 seconds East along said East ROW Line, a distance of 10.00 feet to the Point of Beginning.

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

ALLIANT - 4173829

III

Res. No. _____ - 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.

PD

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

III

Res. No. _____ - 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.

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



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.

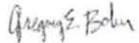
IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

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.

III

Res. No. _____ - 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.

AW

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:

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

Address for giving notices:

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 |
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| | | |
| 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 |

PLOTTED BY: T.M.

LAYOUT NAME: 000CV



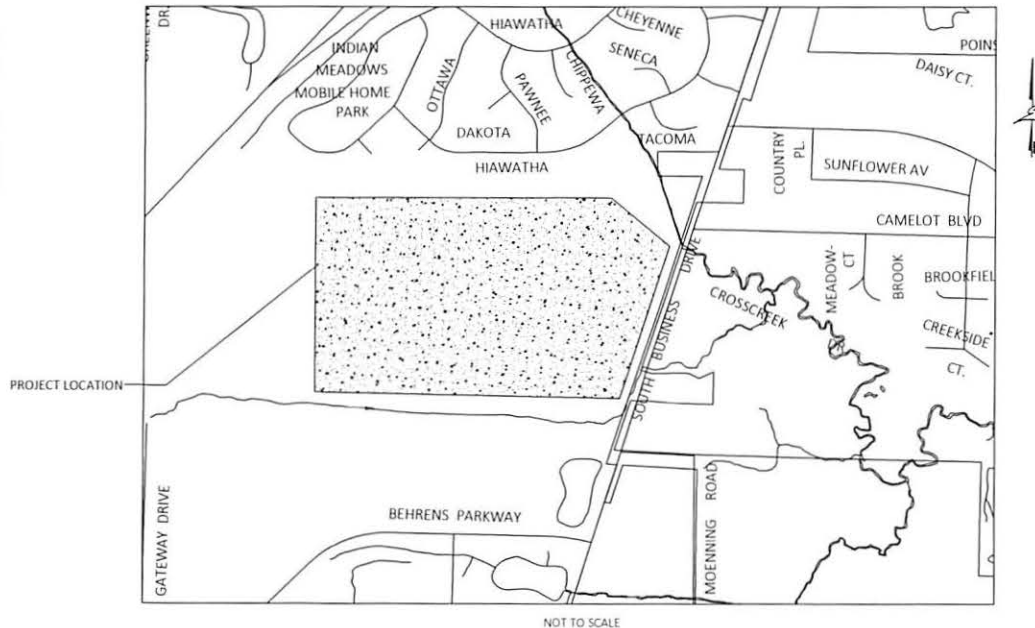
CITY OF SHEBOYGAN

DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2450-20

BUTZEN SPORTS COMPLEX GRADING BUTZEN FARM

SEPTEMBER 2020



INDEX OF SHEETS

| SHEET NO. | DRAWING NO. | DESCRIPTION |
|-----------|-------------|------------------------------------|
| 1 | 000CV | TITLE SHEET |
| 2 | 001GN | GENERAL NOTES |
| 3-6 | 040D | CONSTRUCTION DETAILS |
| 7 | 110EC-1 | EROSION CONTROL/ DRAINAGE |
| 8 | 110EC-2 | EROSION CONTROL - NOTES |
| 9 | 200GP-1 | GRADING PLAN - CONTOURS |
| 10 | 200GP-2 | GRADING PLAN - NORTH CUT/FILL GRID |
| 11 | 200GP-3 | GRADING PLAN - SOUTH CUT/FILL GRID |

BUTZEN SPORTS COMPLEX GRADING

TITLE SHEET

CITY OF SHEBOYGAN PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2020 New Jersey Avenue
Sheboygan, WI 53081

Ryan Szalma, PE - City Engineer

| | |
|--------------|----------------|
| Designed By | T.M. |
| Drawn By | T.M. |
| Checked By | KEJ |
| Plot Date | 9/11/2020 |
| Bid No | 2450-20 |
| Project Date | SEPTEMBER 2020 |
| Sheet No | 1 |
| Drawing No | 000CV |

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 Price2 | Extension3 |
| 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 |

III

Res. No. _____ - 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.

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

**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.

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.

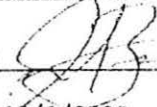
(Telephone) 920-457-7321

(Email) john@spechtelelectric.com

(Name of person signing) John Zimmerman

(Title) Estimator

Signature



Date 10/1/2020

(Seal, if bid is by a Corporation)

Date: 10/1/2020

End

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
October 19, 2020.

Your Committee to whom was referred a Res. No. 102-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute an Amendment to Offer Purchase with Martens-Trilling True Value Hardware Inc.; 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. 102 - 20 - 21. By Alderpersons Donohue and Bohren.
October 5, 2020.

A RESOLUTION authorizing the appropriate City officials to execute an Amendment to Offer Purchase with Martens-Trilling True Value Hardware Inc.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Amendment to Offer to Purchase between the City of Sheboygan and Martens-Trilling True Value, Hardware Inc., a copy of which is attached hereto and incorporated herein.

F+P

By Lynne Donohue

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-40 AMENDMENT TO OFFER TO PURCHASE

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

1 Buyer and Seller agree to amend the Offer dated July 8, 2020, and accepted July 21, 2020, for
2 the purchase and sale of real estate at Parcel #59281102670, Sheboygan WI 53081
3 _____, Wisconsin as follows:
4 Closing date is changed from October 16, 2020, to December 31, 2020.
5 Purchase price is changed from \$ _____ to \$ _____.
6 Other: Sheboygan County conducted a Phase I Environmental Site Assessment Report and due
7 to the results, Buyer requires a Phase II Environmental Site Assessment Report will be
8 conducted to evaluate the presence, or absence of, petroleum products or hazardous
9 substances in the subsurface of the site including sampling and laboratory analysis. The
10 Phase II Report will be prepared by a qualified independent environmental engineering
11 firm, conducted in accordance with current ASTM Standards. Sheboygan County is
12 responsible for ordering and paying for the Phase II Report. If the Phase II Report is
13 not acceptable to Buyer, in Buyer's sole discretion, then Buyer, at its option, may give
14 Seller written notice of the termination of this offer prior to closing.
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached _____ is/are made part of this Amendment.
29 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.
30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party
31 offering the Amendment on or before October 23, 2020 (Time is of the Essence). Delivery
32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided
33 in this Amendment.
34 **NOTE:** The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and
35 delivery as provided at lines 30-33.

36 This Amendment was drafted by Attorney Ryan J. Zinkel, Rohde Dales LLP on 09/30/2020
37 _____
38 Licensee and Firm ▲ Date ▲

38 This Amendment was presented by Attorney Ryan J. Zinkel, Rohde Dales LLP on 09/30/2020
39 _____
40 Licensee and Firm ▲ Date ▲

40 (x) By: [Signature] 9-30-20
41 Buyer's Signature ▲ Greg Lee Farmley, Vice President
42 Print name ▶ Martens-Trilling True Value
Hardware Inc.

(x) _____
Seller's Signature ▲ Date ▲
Print name ▶ _____

43 (x) _____
44 Buyer's Signature ▲ Date ▲
45 Print name ▶ _____

(x) _____
Seller's Signature ▲ Date ▲
Print name ▶ _____

46 This Amendment was rejected _____
47 _____
Party Initials ▲ Date ▲ Party Initials ▲ Date ▲

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer. Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

Wisconsin as follows:

Closing date is changed from October 16, 2020, to December 31, 2020.

Purchase price is changed from \$ _____ to \$ _____.

Other: Sheboygan County conducted a Phase I Environmental Site Assessment Report and due to the results, Buyer requires a Phase II Environmental Site Assessment Report will be conducted to evaluate the presence, or absence of, petroleum products or hazardous substances in the subsurface of the site including sampling and laboratory analysis. The Phase II Report will be prepared by a qualified independent environmental engineering firm, conducted in accordance with current ASTM Standards. Sheboygan County is responsible for ordering and paying for the Phase II Report. If the Phase II Report is not acceptable to Buyer, in Buyer's sole discretion, then Buyer, at its option, may give Seller written notice of the termination of this offer prior to closing.

The attached _____ is/are made part of this Amendment.

ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party offering the Amendment on or before October 2, 2020 (Time is of the Essence). Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Amendment.

NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and delivery as provided at lines 30-33.

This Amendment was drafted by Attorney Ryan J. Zinkel, Rohde Dales LLP on 09/30/2020
 Licensee and Firm ▲ Date ▲

This Amendment was presented by Attorney Ryan J. Zinkel, Rohde Dales LLP on 09/30/2020
Licensee and Firm Date

(X) By: Greg Lee 9-30-00
Buyer's Signature **Greg Lee, Pamley, Vice President**
Print name **Martens-Trilling True Value**
Hardware Inc.

(x) Michael Vandersteen 10-20-20
 Seller's Signature Date
 Print name MICHAEL J. VANDERSTEEN

(x) _____
 Buyer's Signature ▲ Date ▲
 Print name ▶

(x) Meredith DeBruin 10-20-2020
 Seller's Signature ▲ Date ▲
 Print name ▶ Meredith DeBruin

This Amendment was rejected

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
October 19, 2020.

Your Committee to whom was referred a Res. No. 101-20-21 by Alderpersons
Donohue and Bohren awarding the sale of \$11,435,000 Taxable General
Obligation Refunding Bonds, Series 2020D; 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

5.5

Res. No. 01 - 20 - 21. By Alderpersons Donohue and Bohren. October 5, 2020.

RESOLUTION AWARDING THE SALE OF \$11,435,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020D

WHEREAS, on September 21, 2020, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of Taxable General Obligation Refunding Bonds, Series 2020D (the "Bonds") for the public purpose of refunding outstanding obligations of the City, specifically, its Note Anticipation Notes, dated July 2, 2018 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such Bonds on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Bonds to pay the cost of the Refunding;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on October 19, 2020;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on October 19, 2020;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WPFP has recommended that the City accept the Proposal. A copy of

FAP

said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WPPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WPPF in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of ELEVEN MILLION FOUR HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$11,435,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds, Series 2020D"; shall be issued in the aggregate principal amount of \$11,435,000; shall be dated November 16, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on November 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt

Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on November 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the City, on November 1, 2030 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2039 for the payments due in the years 2021 through 2040 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds, Series 2020D, dated November 16, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money

remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. In order to accomplish the purpose for which the Bonds are issued, proceeds of the Bonds shall be transferred to the Escrow Account, as provided below. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of

SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 15. Escrow Agent; Escrow Agreement; Escrow Account. Associated Trust Company, National Association, Green Bay, Wisconsin, is hereby appointed escrow agent for the City, for the purpose of ensuring the payment of the principal of and interest on the Refunded Obligations (the "Escrow Agent").

The Mayor and City Clerk, or other appropriate officers of the City, are hereby authorized and directed to execute an escrow agreement (the "Escrow Agreement") with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond Proceeds allocable to refunding the Refunded Obligations, other than any premium not used for the Refunding and accrued interest which shall be deposited in the Debt Service Fund Account created above, shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

The refunding escrow account created by the Escrow Agreement shall hereinafter serve as the debt service (or sinking) fund account for the Refunded Obligations. The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

Section 16. SLGS Subscriptions. The Escrow Agent and appropriate officers and agents of the City are authorized to submit subscriptions for United States Treasury Securities - State and Local Government Series and to purchase other U.S. government securities on behalf of the City in such amount as is necessary in order to carry out the Refunding.

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on June 1, 2021 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form to be attached to the Escrow Agreement (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

By Lynne Nowlin

DRAFT

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2020.

Dated _____, 2020. _____, City Clerk

Approved _____, 2020. _____, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and
incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and
incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and
incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and
incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and
incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

UNITED STATES OF AMERICA
REGISTERED STATE OF WISCONSIN DOLLARS
SHEBOYGAN COUNTY
NO. R- CITY OF SHEBOYGAN \$
TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2020D

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:
ISSUE:

November 1, November 16, 2020 %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS
(\$)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$11,435,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the City, as authorized by a resolution adopted on October 19, 2020. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on November 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the City, on November 1, 2030 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____,
Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

VIII

R. C. No. _____ - 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.

| | |
|-------|-----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| | 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
AW
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 | |
|-------------------|-------------------|-----------------|-----------------|--|
| \$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 |
| -\$6,524,192 | \$6,325,981 | \$2,047,778 | \$12,698,924 | 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**

| | 2018 <u>Actual</u> | 2019 <u>Actual</u> | 2020 <u>Amended</u> | 2020 <u>Estimated</u> | 2021 <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**

| | 2018 | 2019 | 2020 | 2020 | 2021 |
|---------------------------------------|---------------|---------------|----------------|------------------|------------------|
| | <u>Actual</u> | <u>Actual</u> | <u>Amended</u> | <u>Estimated</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**

| | 2018 | 2019 | 2020 | 2020 | 2021 |
|--|----------------------|----------------------|-----------------------|-------------------------|-------------------------|
| | <u>Actual</u> | <u>Actual</u> | <u>Amended</u> | <u>Estimated</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 Actual</u> | <u>2019 Actual</u> | <u>2020 Amended</u> | <u>2020 Estimated</u> | <u>2021 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 |

VIII

R. C. No. _____ - 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
Alderspersons Donohue and Sorenson establishing the 2021 Budget appropriations
and the 2020 Tax Levy for use during the calendar 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

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
AS
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 |
| \$111,745,512 | \$114,822,439 | \$120,701,334 | \$135,814,911 | 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 |
| \$118,269,704 | \$108,496,458 | \$118,653,556 | \$123,115,987 | 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 Actual</u> | <u>2019 Actual</u> | <u>2020 Amended</u> | <u>2020 Estimated</u> | <u>2021 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 Actual</u> | <u>2019 Actual</u> | <u>2020 Amended</u> | <u>2020 Estimated</u> | <u>2021 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 Actual</u> | <u>2019 Actual</u> | <u>2020 Amended</u> | <u>2020 Estimated</u> | <u>2021 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 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.

| | |
|-------|-----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| | 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
RW
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 | |
|-------------------|-------------------|-----------------|-----------------|--|
| \$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 |
| -\$6,524,192 | \$6,325,981 | \$2,047,778 | \$12,698,924 | 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 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 Actual</u> | <u>2019 Actual</u> | <u>2020 Amended</u> | <u>2020 Estimated</u> | <u>2021 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 Actual</u> | <u>2019 Actual</u> | <u>2020 Amended</u> | <u>2020 Estimated</u> | <u>2021 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 Actual</u> | <u>2019 Actual</u> | <u>2020 Amended</u> | <u>2020 Estimated</u> | <u>2021 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 |

52

~~XII~~

Res. No. 98 - 20 - 21. By Alderperson Ackley. October 5, 2020.

A RESOLUTION officially recognizing the Kuehne 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 Kuehne Park Neighborhood Association has been organized by residents of the City of Sheboygan with a mission statement as follows:

To build a sense of community by providing a place for sharing information, connecting neighbors, promoting neighborhood activities, and encouraging involvement in a diverse community.

The primary goals of the Kuehne Park Neighborhood Association are to:

- Promote neighborliness, cooperation, and good will among the members of our neighborhood;
- Increase the interest of residents in the welfare of the neighborhood and to create an awareness of issues that affect all residents;
- Promote neighbors helping neighbors; and
- Develop strong working relationships with officials, citizens, and organizations to maintain the safety and cleanliness of our neighborhood.

WHEREAS, the Kuehne Park Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the north side of Superior Avenue to the south side of Geele Avenue between the west side of North 12th Street and the east side of the Shoreline 400 Rail Trail; and

WHEREAS, the Kuehne 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 Kuehne Park Neighborhood Association.

*Ray
over*

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