

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 128-19-20 by Alderpersons Donohue and Bohren authorizing entering into a development agreement with Oscar Apartments, LLC.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: December 4, 2019

MEETING DATE: December 9, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Oscar Apartments LLC, a Missouri Limited Liability Company proposes to build a 248-unit multi-family development targeted at providing rental units to the City. Under the proposed plan, the City (funded by the developer) would create TID No. 20 to provide development incentives to the development. The developer proposes to invest approximately \$45,000,000 to construct the 248 units and amenity type buildings on the Vandervart Concrete Products, LLC property on South Business Drive.

The major funding source for this project are a HUD guaranteed funding program and the developer under this agreement would agree to create a minimum of \$29,000,000 in assessed value on the property. After the assessed real estate property value of \$29,000,000 has been met, the City agrees to pay the developer for a maximum of the sixteen years, a principal sum not to exceed \$7,250,000. Under the agreement, the City would pay the developer approximately \$471,250 per year in incentive payments.

In addition to the planned \$45,000,000 development, an adjacent site is proposed for a convenience store/gas station.

Off-Site Public Improvements: In the agreement the City agrees to ensure the construction of a recreational trail from Georgia Avenue to Union Avenue along the Union Pacific Railway right-of-way no later than five years after substantial completion of the project.

Good Faith Hiring and Contracting Efforts: Developer agrees to exercise good faith in striving whenever possible to hire, retain, and contract with qualified individuals and businesses residing and/or based in the City of Sheboygan, as well as veterans and minority-owned businesses.

STAFF COMMENTS:

The proposed project is the largest multi-family housing development in the City's history. The developer has already received Architectural Review Board and City Plan Commission approvals. The proposed location of the project has been blighted and underutilized for some time and this project should stabilize the neighborhood.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 128-19-20.

ATTACHMENTS:

- I. Res. No. 128-19-20

III

3.11

Res. No. 128 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION authorizing entering into a Development Agreement with Oscar Apartments LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Development Agreement Between Oscar Apartments LLC and the City of Sheboygan regarding proposed development adjacent to South 15th Street, a copy of which is attached hereto and incorporated herein.

James A. Bohren

[Signature]

Finances
Personnel

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

**DEVELOPMENT AGREEMENT
BETWEEN
OSCAR APARTMENTS LLC
AND THE CITY OF SHEBOYGAN**

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the ____ day of _____, 2019 by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"), and Oscar Apartments LLC, a Missouri limited liability company with its principal offices located at 8451 Maryland Avenue, St. Louis, MO 63105 (hereinafter "Developer").

RECITALS

The City is in process of establishing Tax Increment District ("TID #20"), in accordance with Section 66.1105, Wis. Stats. (the "Tax Increment Law"), in order to provide a viable method of financing eligible project costs within the district for appropriate private development, which will contribute to the overall development of the City.

The Developer proposes to build a 248-unit multi-family development targeted at providing rental housing units to the City.

The City is authorized by Section 66.1105(3)(e), Wis. Stats, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project for TID #20.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and will provide new housing units in the City.

The Project Plan will include "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID #20 and to facilitate the implementation of TID #20 Project Plan. The City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

Developer has acquired real property within TID #20 and intends to develop the property by constructing new multi-family buildings at an estimated cost of \$45,000,000 (the "Project").

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound redevelopment of the area of South 15th Street that has historically been used for industrial purposes in an otherwise residential area.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1.1 **Definitions.** All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” or *“Development Agreement”* means this Agreement, as the same may be from time to time modified, amended or supplemented.

“Contribution Deadline” means the year in which closure and dissolution of the District occurs as set forth in the Project Plan.

“Developer” means Oscar Apartments LLC and its permitted successors and assigns.

“Development” means the overall construction of an approximately 230,000 square multi-family apartment complex consisting of four residential buildings with 248 units and appurtenant buildings adjacent to S. 15th Street.

“Development Incentive Payments” means the property tax increment payments made to the Developer by the City pursuant to this Agreement.

“Events of Default” means any of the events described in Section 9.1 hereof.

“Plans and Specifications” means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

“Project” means the development proposed by Developer herein for construction of a new multi-family apartment complex consisting of four buildings and 248 units, located on the property described on Exhibit “A” (the “Property”).

“Tax Increment Revenue” means the tax increment (as defined in Section 66.1105(2)(i), Wis. Stats.) generated by the Property.

“TID Project Plan” means the Project Plan for Tax Incremental Financing District No. 20 (“TID #20”) of the City of Sheboygan, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

2.1 **Project Overview.** The Project consists of the construction of new multi-family buildings of approximately 230,000 square foot at a total estimated cost of \$45,000,000 with associated parking located on the property described on Exhibit "A" and pursuant to the plans in Exhibit "B." Construction is to commence in approximately May 2020 and completed for opening by November, 2021. Cost for this construction is estimated to be \$45,000,000.

ARTICLE III. CONSTRUCTION SCHEDULE

3.1 **Construction Schedule.** Unless the parties agree in writing to a change, the construction schedule for the Project will be carried out as follows:

Site Plan Approval:	completed
Creation of TID:	March 31, 2020
Issuance of the Building Permits:	April 1, 2020
Start Construction:	April 15, 2020
Substantial Completion:	October 15, 2021

3.2 **Default.** Failure to substantially complete construction of the Project by the date agreed to in this document (or as amended by the parties in writing) is an event of default pursuant to Section 10.1(A) of this Agreement.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

4.1 **Developer's Representations and Warranties.** The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability company in current status under the laws of the State of Missouri.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project. Developer shall provide evidence thereof satisfactory to the City prior to the issuance by the City of any building permits, and from time to time upon the reasonable request of the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is/will be the owner of the Property. The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Property Tax Laws.

ARTICLE V. UNDERTAKINGS OF THE DEVELOPER

5.1 Compliance with Codes, Plans and Specifications, Etc. The building(s) and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Development Plan and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

5.2 Real Estate and Personal Property Taxes. Developer, as an inducement to the City to proceed with establishment of TID #20 and to provide development incentive payments as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that in addition to its obligations pursuant to Section 4.1(D) of this Agreement, it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project or eliminate real estate or personal property taxation in the State of Wisconsin.

5.3 Payments in Lieu of Taxes. Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law, or in the event that a particular tax is eliminated or repealed, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

5.4 Assessed Valuation Challenges. The Parties agree that in no event shall the Developer have any limitations on its rights to contest, challenge, or protest real estate taxes or other taxes assessed or imposed against the Project; provided, however, Developer shall not take any action at Open Book, Board of Review or in Circuit Court to reduce the assessed valuation of the Project subject to this Development Agreement to an assessed real estate property value lower than that necessary to produce a minimum amount of Property Tax Increment of \$606,276.85 annually during the term that the District remains open. No restrictions to legal challenges shall be in place after the Contribution Deadline.

5.5 Payment of Tax Increment Deficiencies. Commencing upon the substantial completion of the Development through the Contribution Deadline in the event that the real estate property valuation is less than \$29,000,000.00 per year beginning in the real property tax year in which the Development is substantially completed, the Developer agrees to pay the difference if any, between (i) the Property Tax collected by the City pursuant to Wis. State Statute 66.1105 and (ii) the Property Tax amount that would be collected by the City were the Project property to be assessed at \$29,000,000. The difference, if any, shall be paid by Developer to the City within thirty (30) days of billing each year such increment deficiency occurs, under the Contribution Deadline, at which time no further payments of the difference to the City shall be required. Notwithstanding the foregoing, in the event the substantial completion of the Development occurs on the date that is not the first of any real property tax year, the foregoing Property Tax Increment threshold shall be allocated on a per diem basis over the real property tax year shall by amount equal to such per-diem threshold multiplied by the number of days remaining in such partial real property tax year following substantial completion of the Development. In addition to any other remedy available at law or in equity, the parties agree that the portion of this Agreement relating to payment of tax increment deficiencies represents a loan to an owner of a premises located in the City for a brownfield revitalization project, and as such the City in its discretion may also enforce collection of Developer's obligations to pay tax increment deficiencies by imposing special assessments in accordance with the procedure or special charges against the Developer pursuant to §66.0627, Wis. Stats., which procedure is hereby consented to and all objections waived, and furthermore, separately or on conjunction with any other available remedy, may offset any increment payments due to Developer by the amount of actual, and reasonably anticipated which become actual unpaid tax increment deficiencies Developer has failed to pay City as required by this Agreement.

5.6 Cooperation with City. Developer shall reasonably cooperate with the City to facilitate the City's performance under Article VI.

5.7 Good Faith Hiring and Contracting Efforts. Developer agrees to exercise good faith in striving whenever possible to hire, retain, and contract with qualified individuals and businesses residing and/or based in the City of Sheboygan, as well as veterans and minority-owned businesses. Developer agrees to undertake reasonable efforts to make opportunities known and available to local residents and businesses, such as advertising in publications and internet resources frequented by such residents and businesses.

ARTICLE VI. UNDERTAKINGS OF THE CITY

6.1 Development Incentives. Upon completion, the Property shall be assessed, assuming net operating income at a 6.75% capitalization rate. After the assessed real estate property value of the project has exceeded a minimum of \$29,000,000, the City agrees to provide to the Developer each year for a maximum period of fifteen (16) years an annual incentive payment, in a total principal sum not to exceed \$7,250,000 as an inducement to Developer for the development of the Project. The annual incentive payments shall be calculated and provided to the Developer as follows:

Each year for a maximum period of sixteen (16) years, commencing in 2021 and ending in 2036, the City will pay to the Developer a development performance incentive payment in an amount equal to 65% of the Tax Increment Revenue received by the City with respect to the Property in that year, minus \$5,000 for the City's administrative costs, provided that the Tax Incremental Value of the Project is in excess of \$29,000,000 in respect to the real property upon which the Project is situated in that year. Notwithstanding the calculation in this subsection, in no event shall the total aggregate sum of the annual development performance incentive payments to the Developer exceed \$471,250. The terminology "real Property upon which the Project is situated" is used in this Section to make it clear only real property and not personal property shall be included in determining the Tax Increment Revenue. The City shall make the payment due to the Developer, if any, under this Section 5.1 no later than September 30 of each year, commencing in 2021. Payment by the City of the annual incentive will only be made if the Developer has paid current year property taxes (real and personal) to the City in full. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes. The development incentives payable under this section are subject to adjustment as provided herein.

6.2 Condition Precedent to Payment of Development Incentives. Developer shall provide evidence reasonably satisfactory to the City at least 90 days prior to the date of the first incentive payment in 2021 that Developer has expended not less than \$45,000,000 in costs related to the project.

6.3 **Off-Site Public Improvements.** The City shall, at its sole cost and expense: (i) have prepared and paid for the cost of engineering and construction plans and specifications for an off-site recreational trail extending from Georgia Avenue to Union Avenue along the Union Pacific Railway right-of-way; and (ii) contract for and install, maintain, repair, and replace said recreational trail. The City shall ensure that construction of the trail shall commence no later than five (5) years after substantial completion of the project, and that the trail shall be installed, maintained, and repaired in a good and workmanlike manner in accordance with sound engineering practices and in compliance with the Zoning Code and all other applicable laws, ordinances, regulations and requirements.

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

7.1 **All Obligations of the City under this Agreement.** As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The new 230,000 square foot multi-family development shall be completed in phases with final completion on or before October 15, 2021.

(B) All representations and warranties of Developer set forth in Article III and elsewhere in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.

(C) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(D) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VIII. TID CONTINGENCY

8.1 **Creation of TID.** Developer's and the City's obligations hereunder are contingent upon the City creating and obtaining Joint Review Board approval of a Tax Incremental District including, at a minimum, the Property as contemplated herein, after October 31, 2019, and having the base year certified by the Wisconsin Department of Revenue as of 2020. The City shall take all commercially reasonable steps required to create and obtain Joint Review Board approval of a Tax Incremental District.

8.2 **Failure to Create TID.** If the contingency set forth in this Article is not timely satisfied, amended or waived, then this Agreement shall terminate and the parties shall be relieved of all liability to one another under this Agreement.

ARTICLE IX. INDEMNIFICATION OF THE CITY

9.1 **Indemnification.** The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE X. DEFAULT/REMEDIES

10.1 **Events of Default.** An Event of Default is any of the following:

- (A) Failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement.
- (B) Failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.
- (C) Failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(D) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

10.2 **Remedies on Default.** Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party has cured or will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

10.3 **No Remedy Exclusive.** No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

10.4 **No Implied Waiver.** In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE XI. FORCE MAJEURE

11.1 **Force Majeure.** No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause.

ARTICLE XII. ADDITIONAL PROVISIONS

12.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

12.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

12.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

12.4 No Assignment. Developer may assign its rights in this Agreement without the consent of the City to any affiliate of the Developer. Developer may not assign its rights in this Agreement without the express prior written consent of the City to any non-affiliated assignee.

12.5 No Joint Venture. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership or joint venture between or among such parties.

12.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

12.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

12.14 Fees. Upon execution of this Agreement, and thereafter upon request of the City, the Developer shall reimburse the City for all legal, consulting and other fees and expenses incurred in connection with the preparation of this Agreement, the creation of TID #20, for external review of Developer's pro forma by Ehlers & Associates, and other documents and agreements referred to herein.

List of Exhibits:

- A Legal Description**
- B Developer's Project Plans**

This document consists of _____ pages, including the following signature page, plus any Exhibits.

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SHEBOYGAN, WISCONSIN

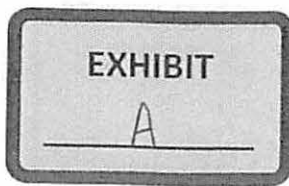
BY: _____
Michael Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

OSCAR APARTMENTS LLC

BY: _____
Philip Hulse, Manager

This document authorized by and in accordance with Res. No. ____-19-20.



LEGAL DESCRIPTION

Part of the West One-half (1/2) of the Southeast One-quarter (1/4) of Section Twenty-seven (27), in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as: Commencing at the intersection of the South line of Block 300 of the Original Plat of the City of Sheboygan (which is also identified in a Plat of Survey dated May 8, 2006 as the North line of the Southeast . of Section 27) and the Easterly line of South 15th Street; thence South 88° 25' 00" West along the South line of said Original Plat 20.00 feet to the point of beginning; thence continuing South 88° 25' 00" West, 299.56 feet along the South line of said Block 300 extended and Block 301 (described in said May 8, 2006 Survey as South 88° 48' 05" West, 59.91 feet and then South 89° 08' 09" West, 227.88 feet) to a point which is 133.98 feet East of the Easterly line of South 16th Street; thence South 60 feet (described in said May 8, 2006 Survey as South 00° 11' 31" West 60.35 feet); thence West 131.85 feet parallel to the South line of said Block 301 (described in said May 8, 2006 Survey as South 89° 16' 10" West 131.90 feet) to a point in the Easterly line of South 16th Street; thence South 70 feet (described in said May 8, 2006 Survey as South 00° 11' 31" West 69.54 feet) along the Easterly line of said South 16th Street to the Northerly line of the vacated portion of said street; thence West 326 feet, more or less, parallel with the South line of said Block 301 (described in said May 8, 2006 Survey as South 88° 59' 20" West 325.11 feet) to the point in the East line of Grams Subdivision No. 1; thence South 429 feet along the East line of said Grams Subdivision No. 1 (described in said May 8, 2006 Survey as South 01° 03' 40" West 428.50 feet); thence East 35 feet (described in said May 8, 2006 Survey as South 88° 56' 20" East 35.00 feet); thence South 115 feet (described in said May 8, 2006 Survey as South 01° 04' 11" West 115.00 feet); thence West 35 feet (described in said May 8, 2006 Survey as North 88° 56' 20" West 35.00 feet) to the point in the East line of said Grams Subdivision No. 1; thence South along said East line 240 feet, more or less (described in said May 8, 2006 Survey as South 01° 03' 40" West 240.17 feet) to a point which is 270 feet North of the North line of Broadway Avenue; thence East 200 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 200.00

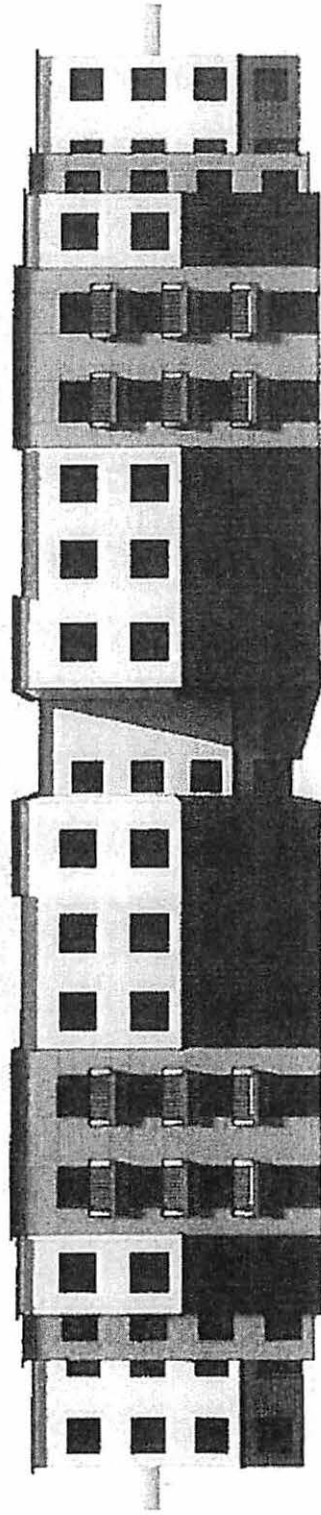
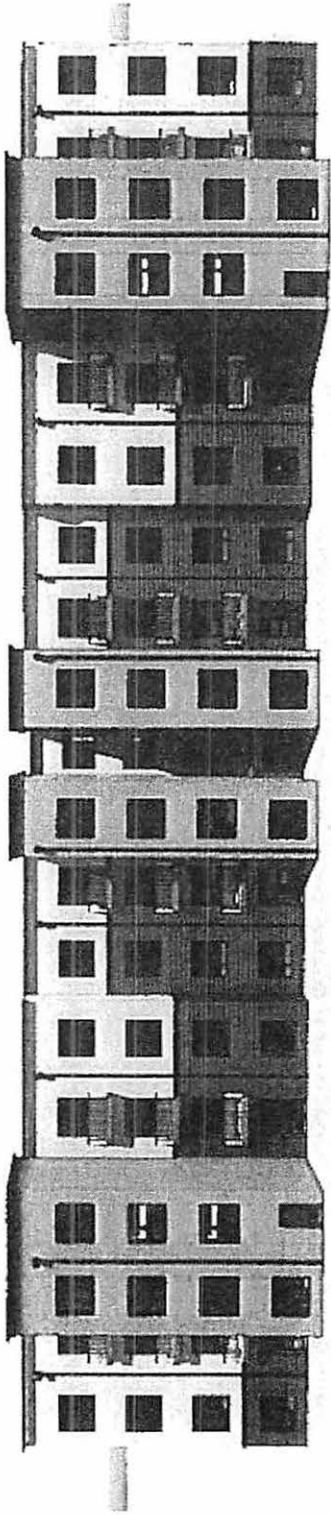
feet) parallel with the North line of Broadway Avenue; thence South 60 feet (described in said May 8, 2006 Survey as South 01° 04' 11" West 60.00 feet); thence East 80 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 80.00 feet) parallel with the North line of Broadway Avenue; thence South (described in said May 8, 2006 Survey as South 01° 04' 11" West) 189.23 feet to a point in the Northerly line of a parcel conveyed to the City of Sheboygan for the expansion of Broadway Avenue by Warranty Deed recorded as Document No. 1687705; thence North 85° 40' 26" East 63.59 feet along the Northerly line of Broadway Avenue; thence North 89° 29' 30" East 235.88 feet along said new Northerly line of Broadway Avenue to its intersection with the Westerly line of the main track right of way of the Chicago & Northwestern Railway; thence Northerly along said Westerly right of way line (described in said May 8, 2006 Survey as 779.45 feet along a curve to the left with a chord bearing North 19° 10' 30" East 776.97 feet and a radius of 2817.47 feet and thence North 11° 14' 58" East 384.98 feet) to a point 53.70 feet South of the South line of said Block 300 which point is the Southeast corner of Lot 1 of the Certified Survey Map recorded in Volume 9 of Certified Survey Maps, at Page 88, as Document No. 1199254; thence South 89° 53' 20" West 143.04 feet, of record, along the Southerly line of said Certified Survey Map (described in said May 8, 2006 Survey as North 89° 56' 41" West 143.17 feet) to the Southwest corner thereof; thence North (described in said May 8, 2006 Survey as North 00° 03' 33" West) 53.70 feet along the Westerly line of said Certified Survey Map to beginning, and including that portion of Vacated South 16th Street lying within said boundary description. Excepting therefrom those lands described in a Warranty Deed recorded on June 6, 2011, as Document No. 1925240.

Tax Key No. 59281513391

Address: 1436 South 15th Street, Sheboygan, WI 53082

Tax Key No. 59281513500

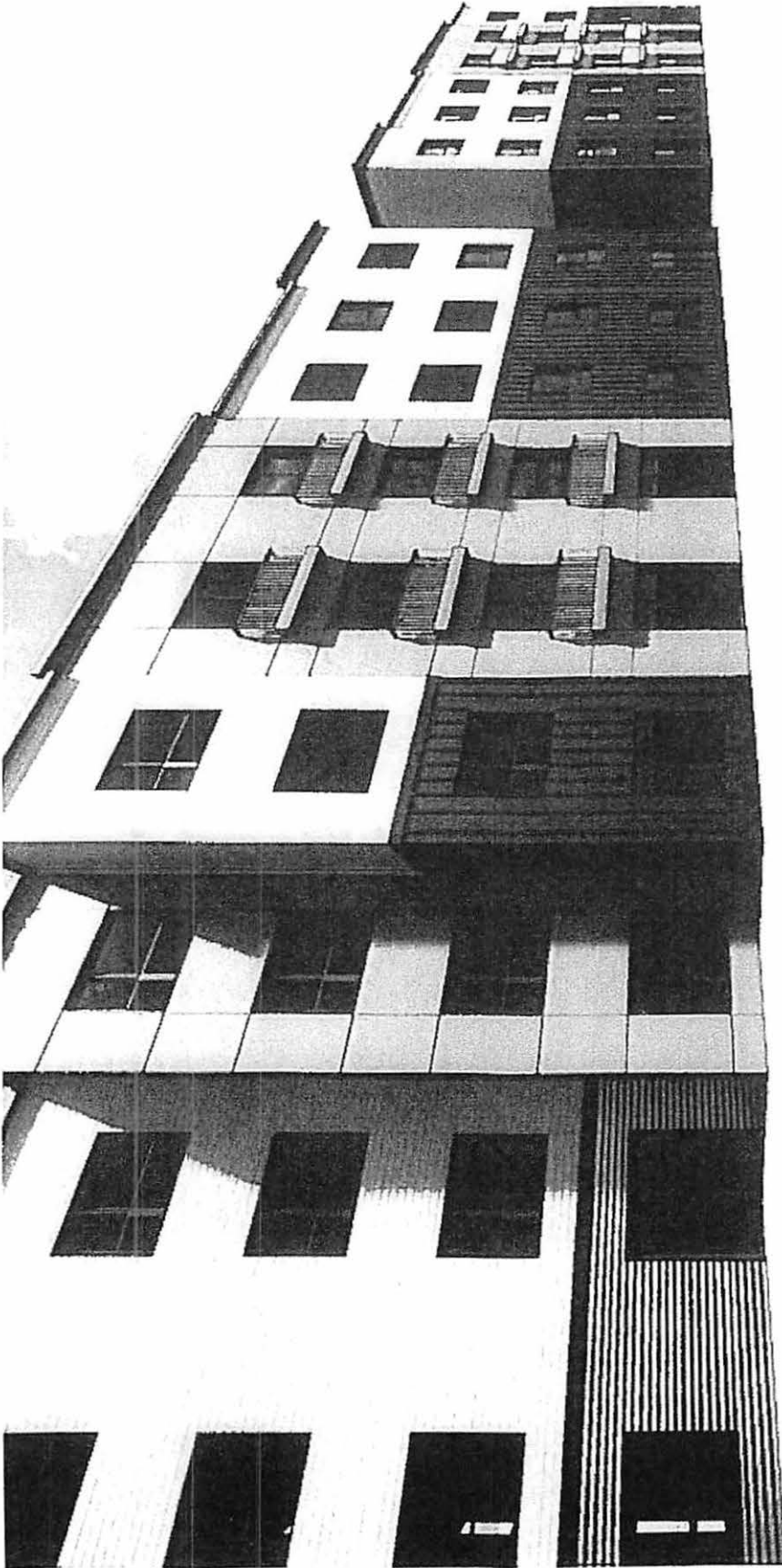
Address: 1440 South 16th Street, Sheboygan, WI 53082

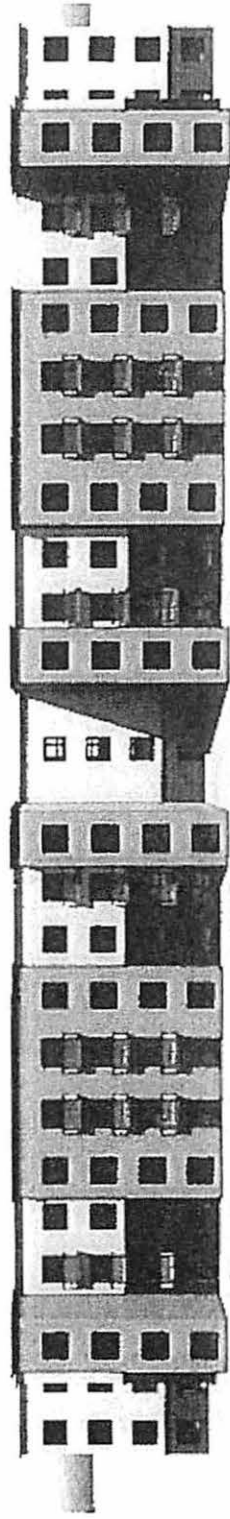
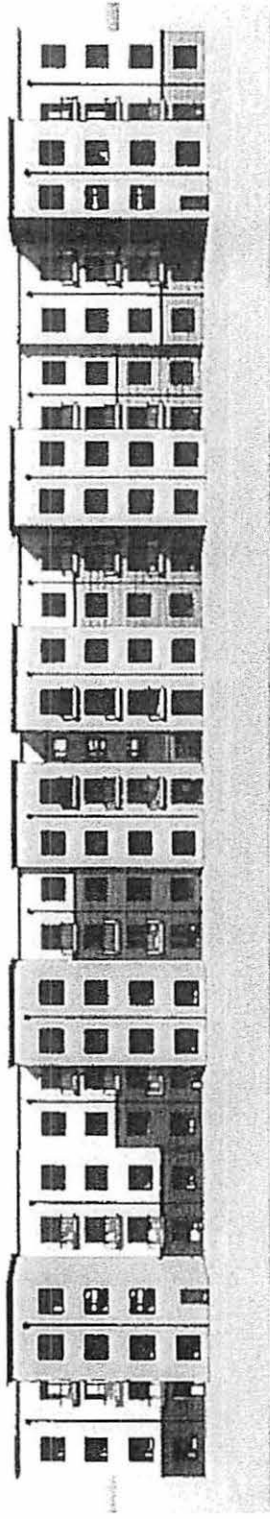


BUILDING A EXTERIOR RENDERS

THE OSCAR
BROADWAY & S BUSINESS DR.

1

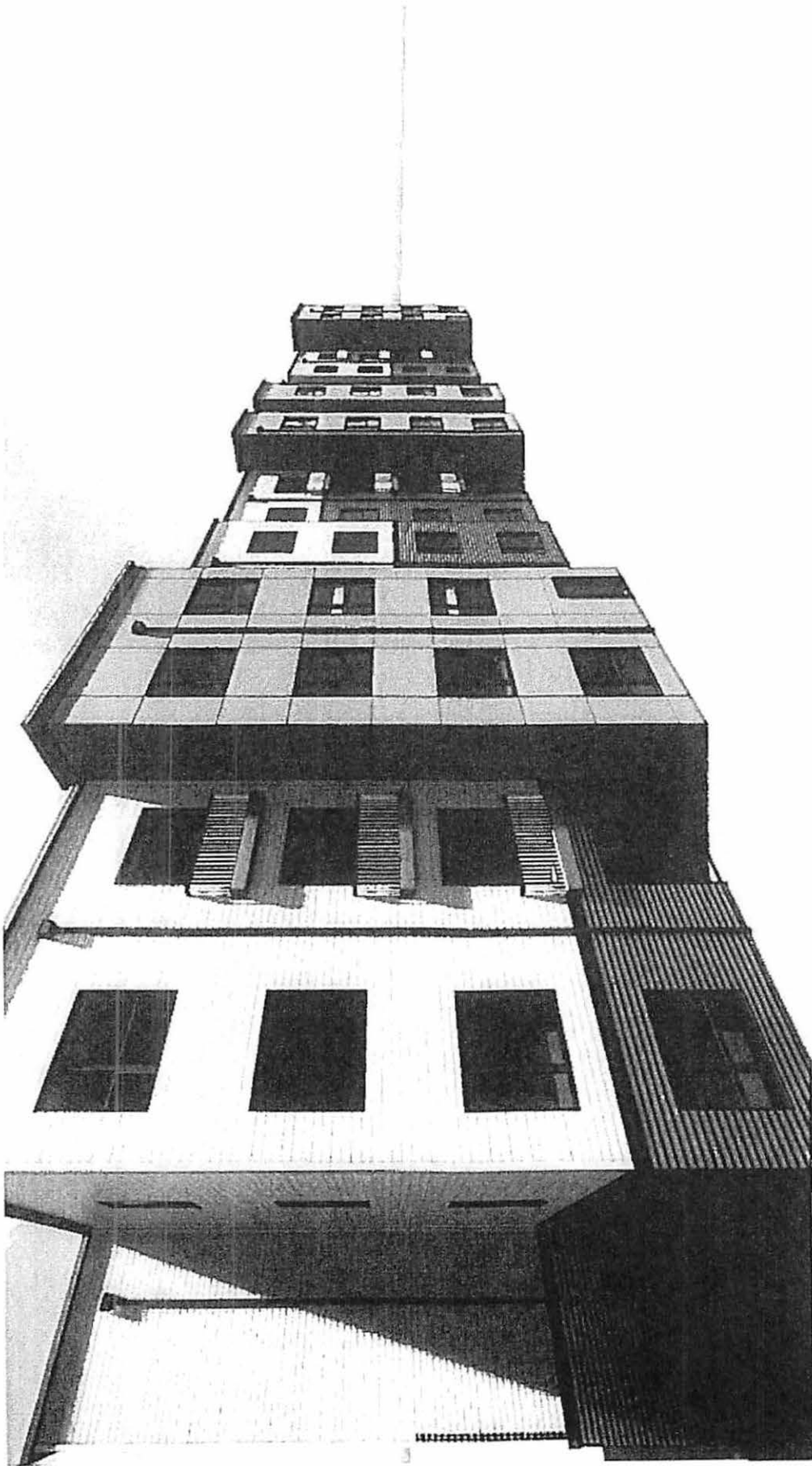




BUILDING & EXTERIOR RENDERS

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BROADWAY & S. BUSINESS DR.

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BUILDING & EXTERIOR PERSPECTIVE

THE OSCAR
BROADWAY & S. BUSINESS DR.

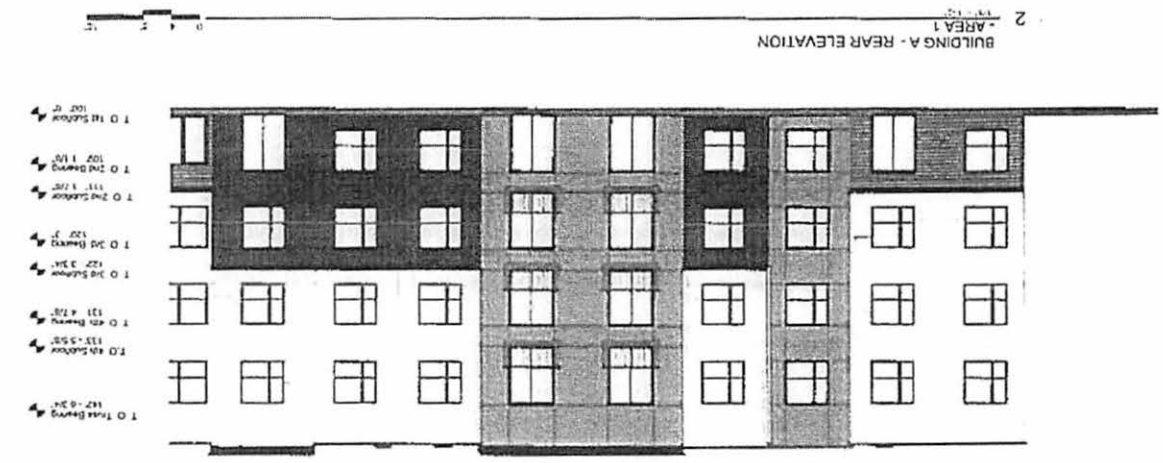
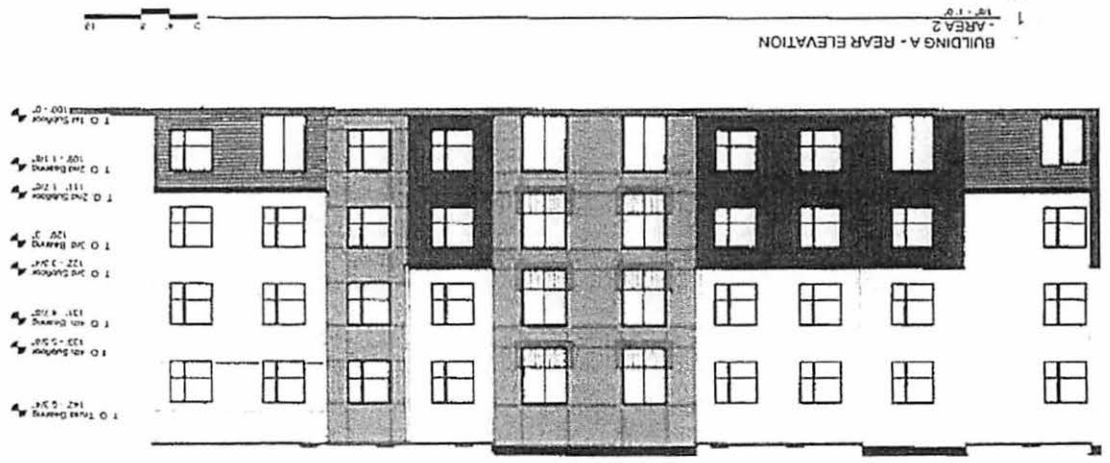
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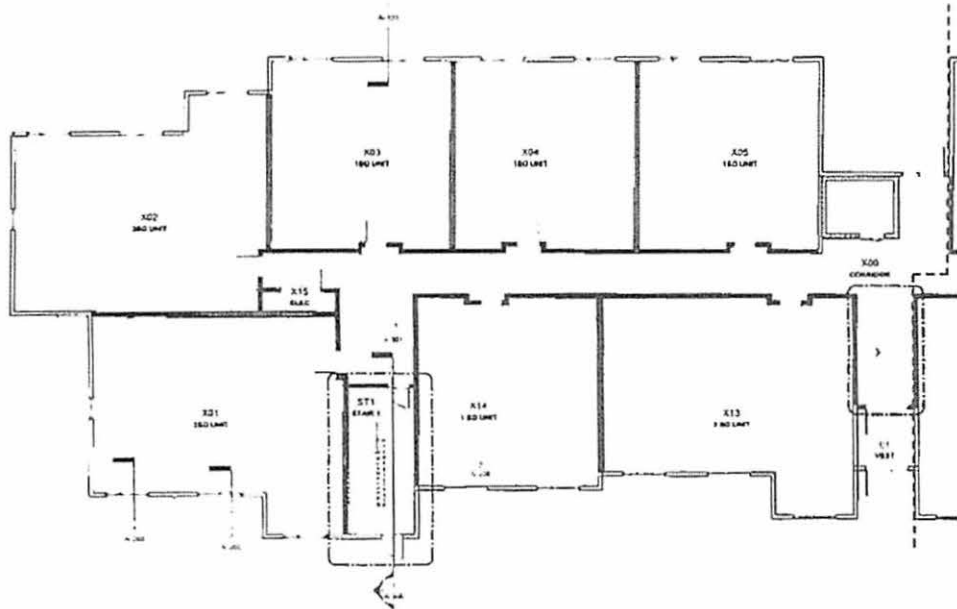
 rosemann
& ASSOCIATES



MATERIAL LEGEND

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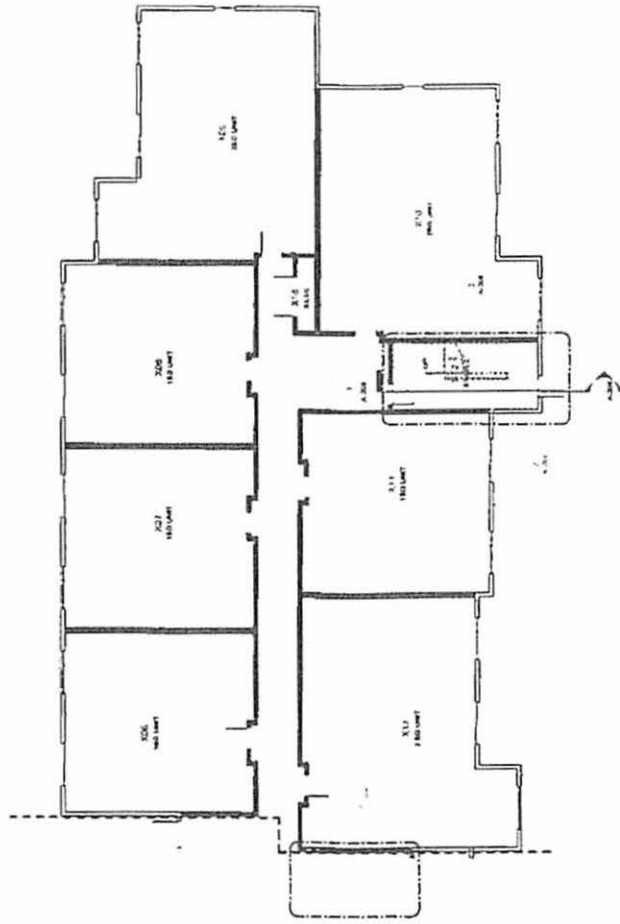




BUILDING A - FIRST FLOOR PLAN
- AREA 1



KEYPLAN



1) BUILDING A - FIRST FLOOR PLAN
- AREA 2

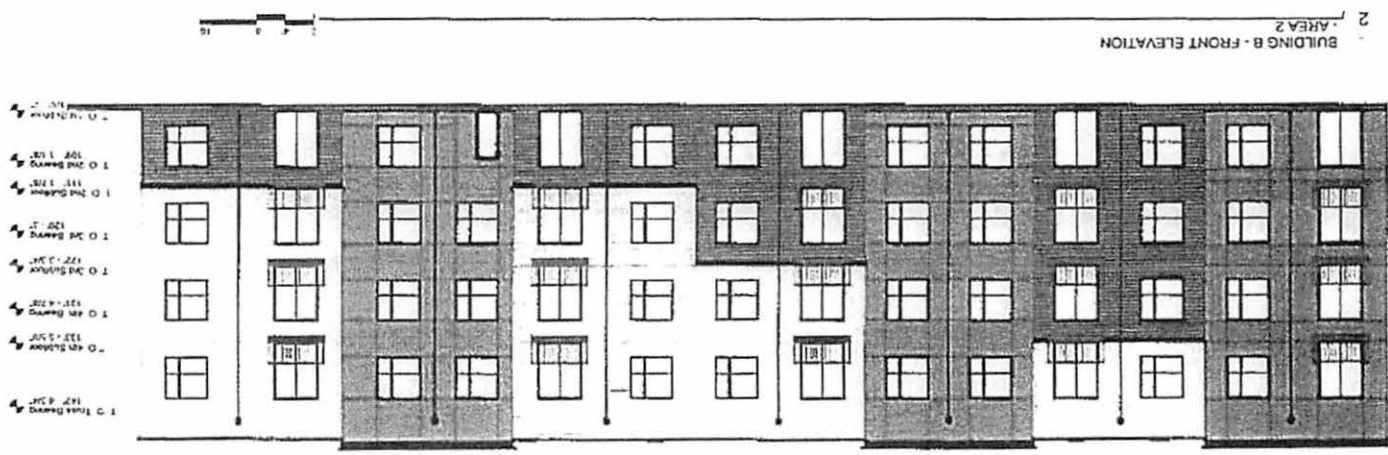
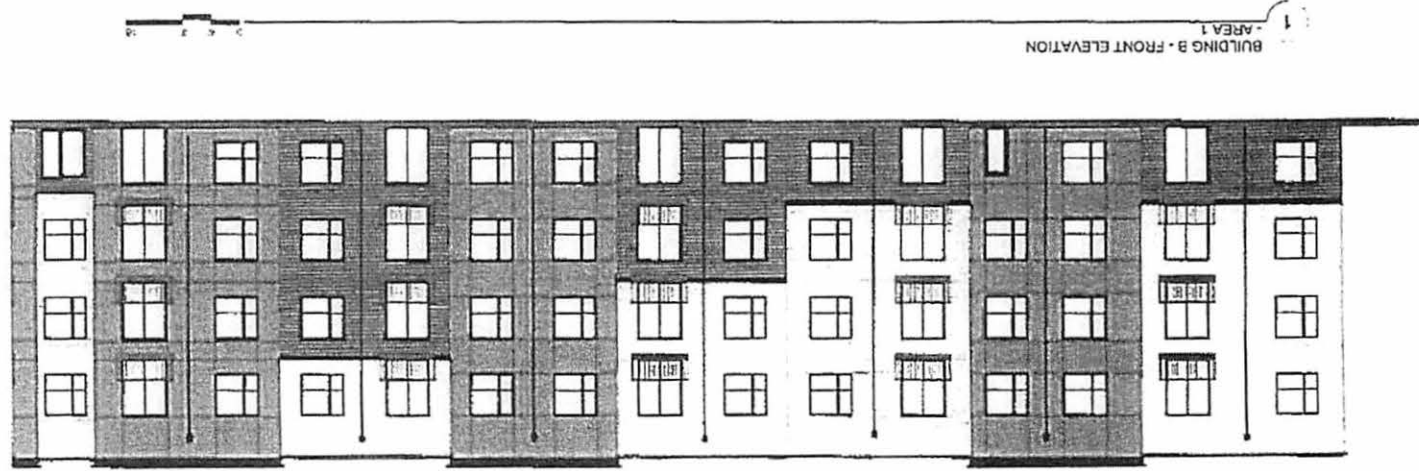


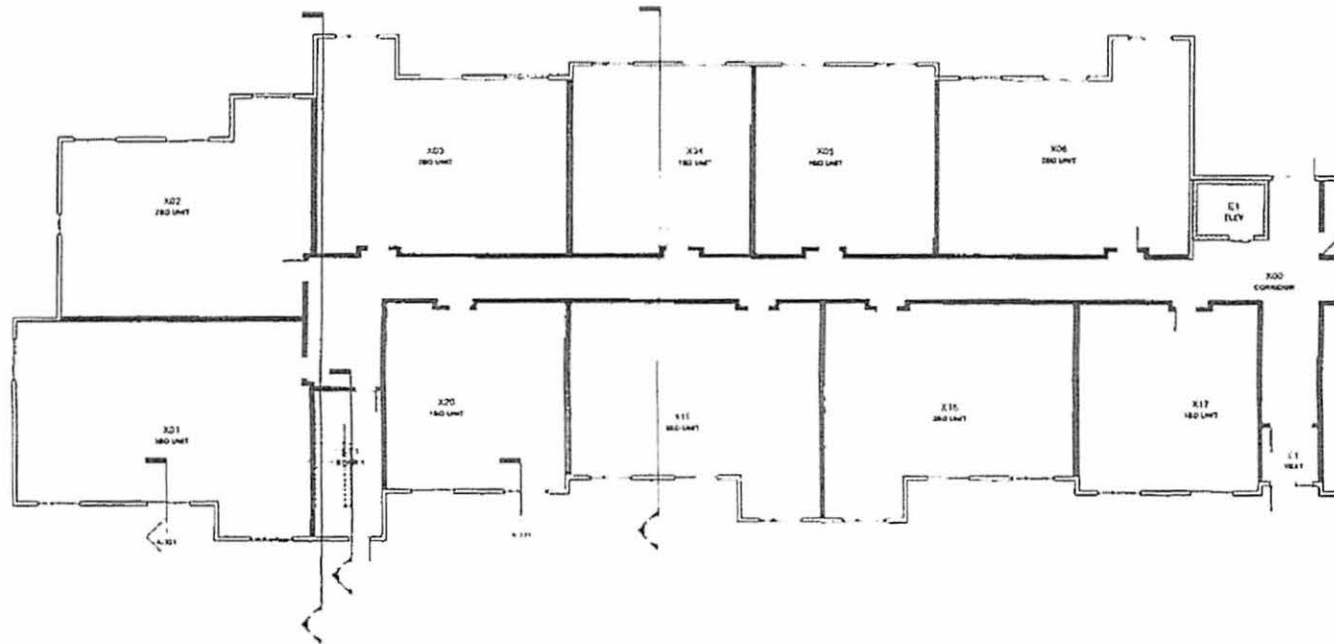
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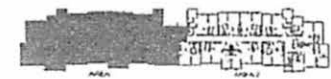


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BUILDING B - FIRST FLOOR PLAN
- AREA 1



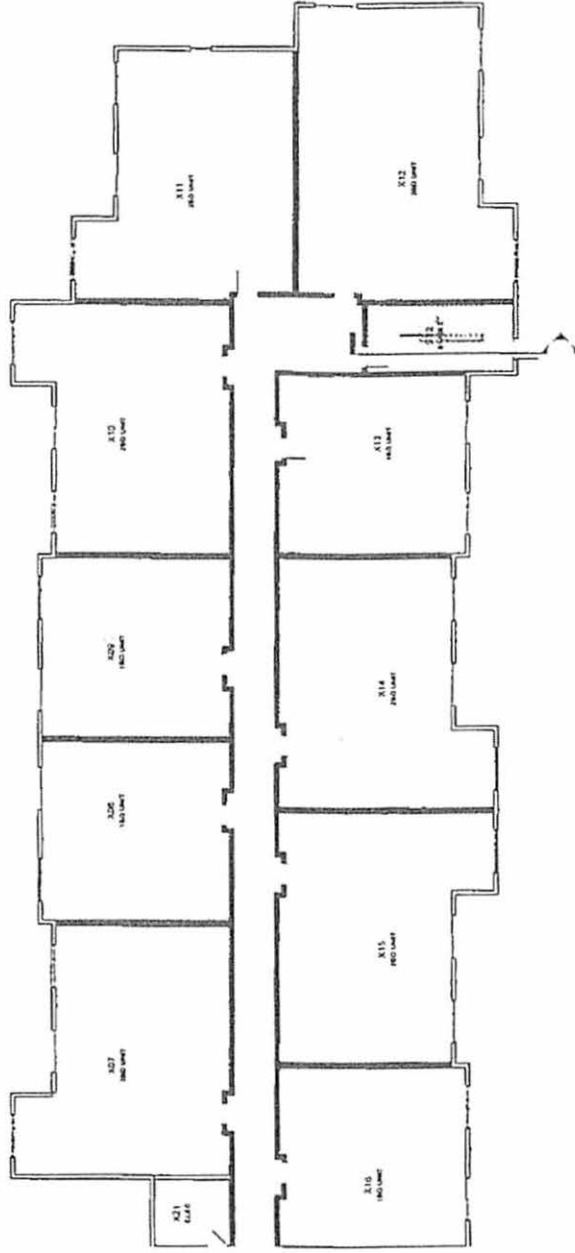
KEYPLAN

BUILDING B FLOOR PLANS

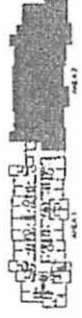
THE OSCAR
BROADWAY & S. BUSINESS DR.

13

rosemann & ASSOCIATES



BUILDING B - FIRST FLOOR PLAN
- AREA 2



KEYPLAN

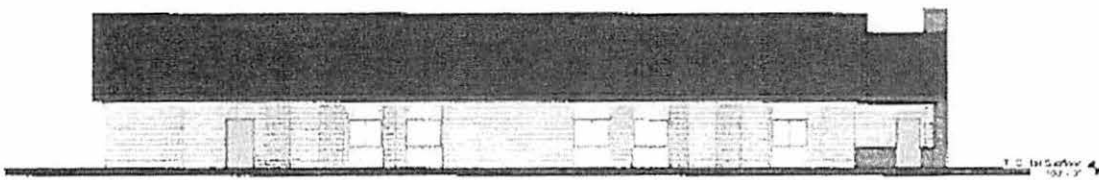


THE OSCAR
BROADWAY & S. BUSINESS DR

BUILDING B FLOOR PLANS



2 COMMUNITY BLDG - LEFT ELEVATION



1 COMMUNITY BLDG - FRONT ELEVATION

MATERIAL LEGEND

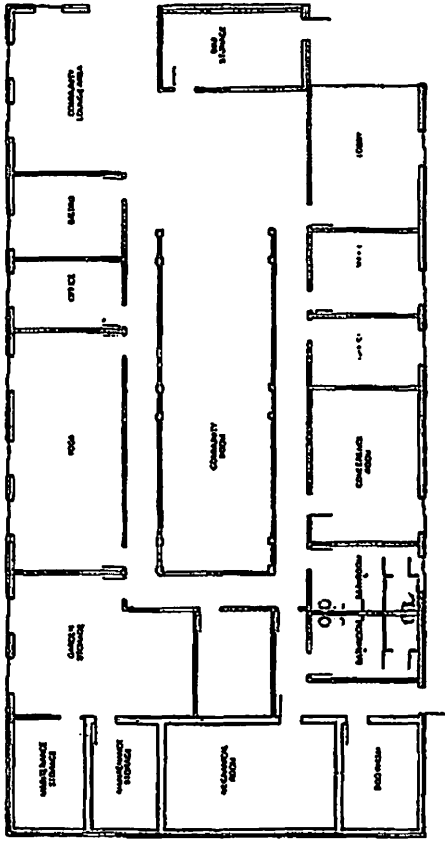
- 1" REINFORCEMENT BEAMS (OFF WHITE)
- 1" REINFORCEMENT BEAMS (CONCRETE)
- HORIZONTAL PANEL VERTICAL SYSTEM
- HORIZONTAL PANEL VERTICAL SYSTEM
- FULL FINISHED CONCRETE (SHELF)
- FACE BRICK (EAST/FACE)
- BRICK (EAST/FACE)
- SMOOTH CURB BLOCK (EAST/FACE)
- SPLIT FACE CURB BLOCK
- FULL FINISHED GYPSUM BOARD
- 5/8" x 8" x 12" WINDOW
- 12" x 12" x 12" WINDOW
- 3" x 12" VERTICAL SURFACE
- 12" x 12" x 12" WINDOW

COMMUNITY BUILDING ELEVATIONS

THE OSCAR
BROADWAY & S BUSINESS DR.

16





1 COMMUNITY BLDG - FLOOR
PLAN



COMMUNITY BUILDING ELEVATIONS

THE OSCAR
BROADWAY & S. BUSINESS DR

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 119-19-20 by Alderpersons Donohue and Bohren authorizing the purchase of three vehicles for use by the Fire Chief and Assistant Chiefs.

REPORT PREPARED BY: Eric Montellano, Fire Chief

REPORT DATE: November 13, 2019

MEETING DATE: December 9, 2019

FISCAL SUMMARY:

Budget Line Item: 10122100-528100
and 28022500-
528100

Budget Summary: Vehicle Rental

Budgeted Expenditure: \$26,806.26

Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A

Municipal Code: N/A

BACKGROUND / ANALYSIS:

As part of the 2020 budget, the Sheboygan Fire Department obtained approval to provide emergency response vehicles (similar to police intercept SUVs) for the Fire Chief and the two Assistant Chiefs. Currently, only the Fire Chief is assigned a vehicle, a 2018 Chevrolet Equinox, for use in conducting non-emergency response work duties.

For the three vehicles, the 2020 budget (General Fund - Fire Department and Ambulance Fund) includes \$26,806.26 for the annual cost of a five year lease.

STAFF COMMENTS:

In reviewing the option of leasing versus purchasing the vehicles, it appears that purchasing will result in significant long-term savings. The purchase price per vehicle is \$38,491.50 or \$115,474.50 collectively. The capital lease price per vehicle \$44,850.60 or \$134,551.80 collectively. (All prices include vehicle registration and licensing fees.) The cost savings is \$6,359.10 per vehicle, or \$19,077 collectively. At the end of the capital lease, unlike previous operational leases, the city retains the residual value of the vehicles for a nominal purchase price.

It is recommended that the purchase of the vehicles occur in the Capital Projects Fund (40022100 – 641100) in light of its adequate fund balance. The lead time for the vehicles is extensive. If approved by the Common Council, the vehicles would be ordered now but would not arrive until March, 2020.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 119-19-20.

ATTACHMENTS:

- I. Res. No. 119-19-20

III

3.2

Res. No. 119 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of three (3) Emergency Response Rated Sport Utility Vehicles for the Sheboygan Fire Department to be assigned to the Fire Chief and Two Assistant Fire Chiefs.

WHEREAS, the Fire Chief requested that three (3) Sport Utility vehicles capable of emergency response be included in the 2020 budget to be assigned to the Fire Chief and two Assistant Fire Chiefs so as to allow these individuals to respond to Fire and EMS calls in a safe and timely manner on a 24/7/365 basis; and

WHEREAS, at present, the Fire Chief is assigned a leased SUV, which will be turned in to the leasing company once the new vehicle is placed into service; and

WHEREAS, the other two new vehicles are new additions to the fleet; and

WHEREAS, the 2020 budget included funds for the annual cost of a five-year lease for the three vehicles requested by the Fire Chief; and

WHEREAS, long-term cost savings are anticipated from purchasing the vehicles rather than leasing them, and there is adequate fund balance in the Capital Projects Fund to purchase these vehicles in 2020; and

WHEREAS, with the redesign of emergency response vehicles for the 2020 model year, Ford Motor Co. is experiencing a backlog of production orders and as such it would be prudent for the City to place their order prior to the new calendar year; and

WHEREAS, a pre-order of the vehicles now will not result in the City taking receipt of the vehicles or payment for them until 2020; 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

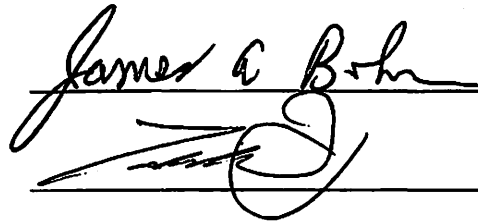
WHEREAS, having reviewed the State of Wisconsin's cooperative purchasing agreements for the purchase of vehicles, City staff believes, and the Council agrees that this is the best procurement method for this purchase; and

Finances
Personnel

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 three (3) Emergency Response Rated Sport Utility Vehicles to be assigned to the Fire Chief and two Assistant Fire Chiefs.

BE IT FURTHER RESOLVED: That the Common 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.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw funds in the amount of \$115,474.50, which includes license and title fees, from the 2020 Capital Project Fund - Fire-Fleet Vehicles Account No. 40022100-641100 and, to the extent necessary the capital project fund balance, 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

33

Res. No. 120 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of the Petition for Review of Determination by State Board of Assessors for Manufacturing Property (Notice of Determination dated March 20, 2019) by Georgia Pacific Corrugated LLC, and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Amy R. Seibel of Seibel Law Offices LLC as outside legal counsel to represent the City of Sheboygan in the defense of the Petition for Review filed by Georgia Pacific Corrugated LLC, Appeal No. 81-158-PPO-18.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on the Insurance Claims Administration Account No. 70511010-521900 in payment of same.

Finance
Personnel

James A. Bohren

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 121-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute the Agreement for Transit Service between the City of Sheboygan and the City of Sheboygan Falls.

REPORT PREPARED BY: Derek Muench, Director of Transit and Parking

REPORT DATE: December 3, 2019

MEETING DATE: December 9, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Shoreline Metro provides service annually to the City of Sheboygan Falls. However, there has never been a formal service agreement for such services. The Director of Transit and Parking has finalized agreements for municipalities that receive transit service from the City of Sheboygan. The agreement has been signed and accepted by the City of Sheboygan Falls on November 13, 2019.

STAFF COMMENTS:

The agreement has been reviewed by City Attorney Charles Adams and is supported by the Director of Transit and Parking and recommends passage of the agreement. The agreement will not be required to be approved and signed each year by the Transit Commission unless there are changes to the agreement. The annual local share may change but the contract allows for changes in the amount paid by the City of Sheboygan Falls without approving the agreement annually.

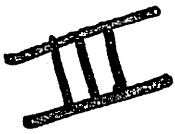
This agreement is different than the current agreement as it now includes a local match payment annually towards the replacement of a bus used to provide service to the City of Sheboygan Falls. The payment cycle is over the expected lifetime of the bus (15 years). The 2020 agreement also has an increase due to the cost of service increasing from 2019 to 2020.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 121-19-20.

ATTACHMENTS:

- I. Res. No. 121-19-20



Res. No. 121 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement for Transit Service Between the City of Sheboygan and the City of Sheboygan Falls.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Agreement for Transit Service Between the City of Sheboygan and the City of Sheboygan Falls, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement for Transit Services.

*Finance
Personnel*

James A Bohren

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT FOR TRANSIT SERVICE
BETWEEN THE CITY OF SHEBOYGAN AND THE CITY OF SHEBOYGAN FALLS**

THIS AGREEMENT, made by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin, with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, hereafter referred to as SHEBOYGAN; and the City of SHEBOYGAN FALLS, a Wisconsin city with principal offices located at 375 Buffalo Street, Sheboygan Falls, Wisconsin, hereinafter referred to as SHEBOYGAN FALLS;

WITNESSETH:

WHEREAS, SHEBOYGAN currently owns and operates a transit system, providing service in the Sheboygan metropolitan area; and

WHEREAS, SHEBOYGAN has established a transit commission (hereinafter referred to as COMMISSION) pursuant to § 66.1021, Wis. Stats., which commission is responsible for the maintenance and operation of SHEBOYGAN's comprehensive, unified local transportation system (hereinafter referred to as SHORELINE METRO); and

WHEREAS, both the Federal Transportation Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation assist in the subsidization of the operating deficit under formula grant programs; and

WHEREAS, SHEBOYGAN FALLS seeks to contract with SHEBOYGAN for the provision of public transit services from SHEBOYGAN to and within SHEBOYGAN FALLS; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is to be provided by SHEBOYGAN to SHEBOYGAN FALLS.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES & SERVICE LEVEL

During the term of this agreement, SHORELINE METRO shall operate regularly scheduled fixed route bus service to SHEBOYGAN FALLS as described in Attachment A. In addition, SHORELINE METRO will provide door-to-door accessible paratransit service to individuals unable to use the fixed route bus service in SHEBOYGAN FALLS in accordance with Adults with Disabilities Act of 1992 (ADA). Any changes to the level of bus service as described in Attachment A will require the prior approval of the COMMISSION and the appropriate legislative body of SHEBOYGAN FALLS. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for Services to SHEBOYGAN FALLS.

2. FARE STRUCTURE

During the term of this agreement, the COMMISSION shall be solely responsible for setting bus fares.

3. DESIGNATION OF RESPONSIBILITY

SHEBOYGAN designates SHORELINE METRO as the provider of the services set forth in this agreement.

4. PAYMENT SCHEDULE

SHEBOYGAN FALLS agrees to pay SHEBOYGAN an amount equal to its proportionate share of projected annual net operating deficit incurred by SHORELINE METRO. In 2020, this amount is equal to \$38,696.

SHEBOYGAN FALLS agrees to make quarterly payments in four equal installments of \$9,674.00 during the calendar year due on or before the following dates: March 30, June 30, September 30, and December 31. SHEBOYGAN shall invoice SHEBOYGAN FALLS for such payments prior to each date.

Additionally, SHEBOYGAN FALLS will be invoiced a fixed ^{2020 (SMT)} annual cost to be used towards the replacement of vehicles used to provide public transit to the community.

The amount is calculated using the following formula:

$$\frac{\$92,000 \text{ Cost of a new bus (20\% Local Share)} \times 50\% \text{ Percent bus is used in Sheboygan Falls and Kohler}}{15 \text{ Average lifetime years of bus}}$$

This amount is equal to \$3,067.00 which is then allocated out between Sheboygan Falls (75%) and Kohler (25%) based on route mileage in each community. SHEBOYGAN FALLS would be responsible for \$2,300.00 ~~annually from 2020-2034 and~~ will be paid as part of the fourth quarter payment to SHEBOYGAN.

^{V for 2020 which (SMT)}
SHEBOYGAN may assess a penalty for payments that are not made within 30-days of invoice date equivalent to 1% of the payment amount.

5. INSURANCE

SHEBOYGAN shall carry and keep in force insurance coverage insuring SHEBOYGAN against liability for personal injuries or property damage arising out of the operation of such bus service, and covering each and all of the buses used by SHEBOYGAN in service provided to SHEBOYGAN FALLS.

6. OPERATING AUTHORITY

SHEBOYGAN shall have sole and ultimate authority and responsibility for the operation, control, and direction of bus service operated within SHEBOYGAN FALLS, pursuant to this agreement, and in accordance with terms herein.

7. RECORDS/INFORMATION

SHEBOYGAN shall, at the request of SHEBOYGAN FALLS, provide any and all information pertaining to the operations of SHORELINE METRO as long as providing such information is consistent with SHEBOYGAN policy. Information may include such things as meeting notices, minutes, policies, procedures, notifications, etc. Such requests shall be presented to SHEBOYGAN via writing and such requests shall be made ten (10) days in advance.

8. MEDIATION OF DISPUTES

Any disputes over the interpretation of application of this agreement which cannot be resolved by the parties shall be submitted to a mediator before any legal action may be taken in a court of law. Said mediator may be a representative of the Wisconsin Department of Transportation.

9. FORCE MAJEURE

In no event shall SHEBOYGAN be deemed to be in default of any provision of this agreement for failure to perform, where such failure is due to strikes, walkouts, riots, civil insurrections or disorders, act of God, adverse weather conditions, or for any other cause or causes beyond the control of SHEBOYGAN.

10. TERMINATION

Either party may terminate this agreement one hundred and twenty (120) days following delivery of a written notice to the other party. If SHEBOYGAN FALLS terminates this agreement, SHEBOYGAN FALLS will agree to pay for pro-rated service costs up to and including the last day of service.

11. TERM OF AGREEMENT

This agreement shall remain in effect until modified or terminated and will be binding upon the parties mutually and upon their successors and assigns.

12. LOCAL MATCH FOR SERVICES

SHEBOYGAN shall, on an annual basis, determine the local share responsibility for SHEBOYGAN FALLS. This amount will be based on the level of service desired by SHEBOYGAN FALLS for the calendar year. The local match is comprised of total costs of providing service, total revenues from service, and federal and state funding mass transit aids. Costs of providing service are calculated annually.

The local share for the service level provided to SHEBOYGAN FALLS for 2020 is \$38,696. Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share to change. SHORELINE METRO shall notify SHEBOYGAN FALLS during the budget process of its local share contribution for the following year.

IN WITNESS WHEREOF, the parties have affixed their hands and seals

DATED THIS 13th DAY OF November, 2019.

CITY OF SHEBOYGAN FALLS

CITY OF SHEBOYGAN

BY: Shad Tenpas

BY: _____

Name: Shad Tenpas (SMT)

Name: _____

Title: City Administrator

Title: _____

ATTEST:

ATTEST:

Alyssa Walford

Name: Alyssa Walford

Name: _____

Title: City Clerk/Treasurer

Title: _____

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 122-19-20 by Alderpersons Donohue and Bohren pursuant to Sec. 82-32 and 82-33 adopting changes to the classification plan and the list of classes and class specifications in the Non-Represented Compensation plan effective January 1, 2020

REPORT PREPARED BY: Sandy Rohrick, Director of Human Resources and Labor Relations

REPORT DATE: December 4, 2019

MEETING DATE: December 9, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

On a yearly basis, the City of Sheboygan reviews the Non-Represented Employee Compensation Program. At this time, an increase of 2 percent is recommended for the Non-represented employee salary scales.

STAFF COMMENTS:

The recommended changes follow the market trend related to compensation and follow budget approval.

ACTION REQUESTED:

Motion to recommend the Common Council approves Res. No. 122-19-20 by Alderpersons Donohue and Bohren, modifying the City of Sheboygan Compensation Program for Non-Represented Employees.

ATTACHMENTS:

- I. Res. No. 122-19-20
- II. 2020 Department of Public Works Pay Plan
- III. 2020 Non-Represented Pay Scale

III

3.5

Res. No. 122 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION pursuant to Sec. 82-32 and 82-33, Sheboygan Municipal Code, adopting changes to the classification plan and the list of classes and class specifications effective January 1, 2020.

WHEREAS, Sec. 82-32 and 82-33 of the Sheboygan Municipal Code provide that the classification plan, consisting of the occupation list of classes (table of organization) and compensation grade schedules showing the class title, class grade, and compensation grades of the positions of employment in the city service are kept and numbered as section 82-33 in the supplement to this Code on file in the city clerk's office; and

WHEREAS, the sole changes being made to the classification plan are updates contained in documents entitled "2020 Non-Represented Pay Schedule" and "2020 Department of Public Works Pay Plan."

NOW, THEREFORE, BE IT RESOLVED: That the Common Council, pursuant to Sec. 82-32 and 82-33 of the Sheboygan Municipal Code, hereby adopts changes to the classification plan and compensation grade schedules reflecting the information contained within documents entitled "2020 Non-Represented Pay Schedule" and "2020 Department of Public Works Pay Plan", copies of which are attached hereto and incorporated herein.

Finances
Personnel

Jama a. Bohren

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



2020 DEPARTMENT OF PUBLIC WORKS PAY PLAN

Non-Represented Temporary / Part-time / Seasonal Pay Schedule

Grade	Min	Max	Seasonal Staff: Hire as-needed following budget (Pay: DOQ & Department Need)
Extra Help	\$8.36	\$13.46	Part-Time / Temporary & Seasonal / Bridge Tenders / Misc.
Seasonal Labor	\$9.44	\$13.52	General buildings & grounds custodial labor (event park cleaners)
Seasonal Skilled	\$10.71	\$21.42	Fully-trained, skilled labor, seasonal, non-benefited

2020 DPW Labor Workforce

Merit Increase Program for "Permanent / Full-time Employees"

	Step	Step	Step	Step	Step	Step	Step		2019	2020
Grade	1	2	3	4	5	6	7		MAX	MAX
MW I	\$18.45	\$19.24	\$20.01	\$20.79	\$21.58	Merit			\$22.28	\$22.73
MW II	\$20.61	\$21.40	\$22.19	\$22.96	\$23.75	Merit			\$24.90	\$25.40
MW III	\$22.79	\$23.56	\$24.34	\$25.13	\$25.92	\$26.70	Merit		\$27.52	\$28.07
MW IV	\$24.96	\$25.74	\$26.52	\$27.31	\$28.09	\$28.87	Merit		\$30.14	\$30.74
MW V	\$27.13	\$27.91	\$28.69	\$29.48	\$30.25	\$31.03	\$31.82	Merit	\$32.78	\$33.44

- Grade 1: Maintenance Worker I ***Control Point = Step 5**
- Grade 2: Maintenance Worker II ***Control Point = Step 5**
- Grade 3: Maintenance Worker III ***Control Point = Step 6**
- Grade 4: Maintenance Worker IV ***Control Point = Step 6**
- Grade 5: Maintenance Worker V ***Control Point = Step 7**

- 01/01/2020:
- 1) Newly hired employees and those in steps below the **Control Point** will be eligible for a yearly step-increase based on a merit review resulting in a "Pass" rating. Exemplary performance may result in a double-step increase. Merit reviews resulting in a "Marginal or Fail" will not receive an increase and may result in a PIP (Performance Improvement Plan).
 - 2) Pay increases for employees at or above the Control Point in their pay scale, but below the maximum, will be eligible for the budgeted merit increase amount applied to base wages (based on merit).
 - 3) Future modifications to the wage scale will be reviewed yearly based on CPI and market trend.
 - 4) No additional compensation, lump sum or otherwise, will be awarded once an employee reaches the maximum.
 - 5) Promoted employees will move to the step increase that represents a minimum of \$0.75 per hour increase.
 - 6) Demoted employees, voluntary or involuntary, will move to the step they previously held in a previous position, may be placed in the step appropriate for the skill the employee possesses, Step 1 if qualified, or less than rate if unqualified.

2020 Non-Represented Pay Schedule

(excluding DPW Labor Workforce)

Salary Grade	Accelerator Eligible		Budgeted Merit Pool Only (Not Eligible For A Merit Accelerator)		Maximum
	Q1 (Minimum)	Q2 92.50%	Q3 Control Point	Q4 (107.50%)	(115%)
AA	\$ 8.84 \$ 18,387.20	\$ 9.62 \$20,009.60	\$ 10.40 \$ 21,632.00	\$ 11.18 \$ 23,254.40	\$ 11.96 \$ 24,876.80
A	\$ 13.30 \$ 27,664.00	\$ 14.47 \$30,097.60	\$ 15.65 \$ 32,552.00	\$ 16.82 \$ 34,985.60	\$ 17.99 \$ 37,419.20
B	\$ 14.54 \$ 30,243.20	\$ 15.82 \$32,905.60	\$ 17.11 \$ 35,588.80	\$ 18.39 \$ 38,251.20	\$ 19.68 \$ 40,934.40
C	\$ 16.16 \$ 33,612.80	\$ 17.57 \$36,545.60	\$ 19.00 \$ 39,520.00	\$ 20.43 \$ 42,494.40	\$ 21.85 \$ 45,448.00
D	\$ 17.32 \$ 36,025.60	\$ 18.85 \$39,208.00	\$ 20.38 \$ 42,390.40	\$ 21.91 \$ 45,572.80	\$ 23.44 \$ 48,755.20
E	\$ 18.59 \$ 38,667.20	\$ 20.24 \$42,099.20	\$ 21.88 \$ 45,510.40	\$ 23.52 \$ 48,921.60	\$ 25.16 \$ 52,332.80
F	\$ 19.41 \$ 40,372.80	\$ 21.12 \$43,929.60	\$ 22.84 \$ 47,507.20	\$ 24.55 \$ 51,064.00	\$ 26.27 \$ 54,641.60
G	\$ 20.56 \$ 42,764.80	\$ 22.38 \$46,550.40	\$ 24.19 \$ 50,315.20	\$ 26.01 \$ 54,100.80	\$ 27.83 \$ 57,886.40
H	\$ 21.99 \$ 45,739.20	\$ 23.93 \$49,774.40	\$ 25.87 \$ 53,809.60	\$ 27.81 \$ 57,844.80	\$ 29.74 \$ 61,859.20
I	\$ 23.14 \$ 48,131.20	\$ 25.18 \$52,374.40	\$ 27.22 \$ 56,617.60	\$ 29.26 \$ 60,860.80	\$ 31.30 \$ 65,104.00
J	\$ 24.09 \$ 50,107.20	\$ 26.22 \$54,537.60	\$ 28.35 \$ 58,968.00	\$ 30.47 \$ 63,377.60	\$ 32.60 \$ 67,808.00
K	\$ 27.72 \$ 57,657.60	\$ 30.17 \$62,753.60	\$ 32.62 \$ 67,849.60	\$ 35.07 \$ 72,945.60	\$ 37.52 \$ 78,041.60
M	\$ 30.84 \$ 64,147.20	\$ 33.57 \$69,825.60	\$ 36.29 \$ 75,483.20	\$ 39.02 \$ 81,161.60	\$ 41.74 \$ 86,819.20
N	\$ 32.27 \$ 67,121.60	\$ 35.12 \$73,049.60	\$ 37.96 \$ 78,956.80	\$ 40.81 \$ 84,884.80	\$ 43.66 \$ 90,812.80
S	\$ 34.78 \$ 72,342.40	\$ 37.85 \$78,728.00	\$ 40.92 \$ 85,113.60	\$ 43.99 \$ 91,499.20	\$ 47.06 \$ 97,884.80
T	\$ 38.83 \$ 80,766.40	\$ 42.26 \$87,900.80	\$ 45.69 \$ 95,035.20	\$ 49.11 \$ 102,148.80	\$ 52.54 \$ 109,283.20
U	\$ 40.99 \$ 85,259.20	\$ 44.60 \$92,768.00	\$ 48.23 \$ 100,318.40	\$ 51.85 \$ 107,848.00	\$ 55.46 \$ 115,356.80
V	\$ 47.16 \$ 98,092.80	\$ 51.33 \$106,766.40	\$ 55.49 \$ 115,419.20	\$ 59.65 \$ 124,072.00	\$ 63.81 \$ 132,724.80
Y	\$ 50.78 \$ 105,622.40	\$ 55.26 \$114,940.80	\$ 59.74 \$ 124,259.20	\$ 64.22 \$ 133,577.60	\$ 68.71 \$ 142,916.80
Z	\$ 55.67 \$ 115,793.60	\$ 60.58 \$126,006.40	\$ 65.49 \$ 136,219.20	\$ 70.41 \$ 146,452.80	\$ 75.32 \$ 156,665.60

* Pay is rounded to the next even number of hourly pay. Yearly salary follows applicable hourly pay.

2019 Non-Represented Merit Award Worksheet

2019 Performance Review / Merit Increase effective January 1, 2020

- 1 **Employee Name**
- 2 Employee Number
- 3 Department
- 4 Current Job Title / Pay Grade
- 5 2019 Pay Range
- 7 **CURRENT HOURLY PAY**
- 8 Current Quartile
- 9 Merit: Merit Rating
- 10 Merit: Merit Increase Percent
- 11 Merit: Incentive Rating
- 12 Merit: Incentive Increase Percent
- 13 Total Merit And Incentive Increase:
- 14 New Hourly Rate:
- 15 Eligible Accelerator Increase
- 16 New Hourly Rate:
- 17 **NEW HOURLY RATE**
- 18 **New Quartile**

Employee Signature and Date

- 19 Increase Effective Date January 1, 2020
An increase to base compensation cannot exceed the pay range. If a portion of the increase raises the employee's pay to the top of the pay range, no additional pay will be issued.

Merit Award Percent:

- Unacceptable
 Below Minimum
 Successfully Achieved
 Exceed

Increase Percent

- 0.00%
Up to 1.50%
Up to 2.00%
Up to 2.00%

Incentive Award Percent:

- Unacceptable
 Below Minimum
 Successfully Achieved
 Exceed

Increase Percent

- 0.00%
0.00%
Up to 0.25%
Up to 0.50%

For Human Resources / Payroll Only

- HR Director Approval
Copy to Payroll
Current Sick Bank Hours (Amount)
Adjusted Sick Bank Hours (Amount)

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 123-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute the Agreement for Transit Service between the City of Sheboygan and the Village of Kohler.

REPORT PREPARED BY: Derek Muench, Director of Transit and Parking

REPORT DATE: December 3, 2019

MEETING DATE: December 9, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Shoreline Metro provides service annually to the Village of Kohler. However, there has never been a formal service agreement for such services. The Director of Transit and Parking has finalized agreements for municipalities that receive transit service from the City of Sheboygan. The agreement has been signed and accepted by the Village of Kohler on November 4, 2019.

STAFF COMMENTS:

The agreement has been reviewed by City Attorney Charles Adams and is supported by the Director of Transit and Parking and recommends passage of the agreement. The agreement will not be required to be approved and signed each year by the Transit Commission unless there are changes to the agreement. The annual local share may change but the contract allows for changes in the amount paid by the Village of Kohler without approving the agreement annually.

This agreement is different than the current agreement as it now includes a local match payment annually towards the replacement of a bus used to provide service to the Village of Kohler. The payment cycle is over the expected lifetime of the bus (15 years). The 2020 agreement also has an increase due to the cost of service increasing from 2019 to 2020.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 123-19-20.

ATTACHMENTS:

- I. Res. No. 123-19-20

III

3-6

Res. No. 123 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement for Transit Service Between the City of Sheboygan and the Village of Kohler.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Agreement for Transit Service Between the City of Sheboygan and the Village of Kohler, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement for Transit Services.

Finances
Personnel

James A Bohren

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT FOR TRANSIT SERVICE
BETWEEN THE CITY OF SHEBOYGAN AND THE VILLAGE OF KOHLER**

THIS AGREEMENT, made by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin, with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, hereafter referred to as SHEBOYGAN; and the Village of Kohler, a Wisconsin village with principal offices located at 319 Highland Drive, Kohler, Wisconsin, hereinafter referred to as KOHLER;

WITNESSETH:

WHEREAS, SHEBOYGAN currently owns and operates a transit system, providing service in the Sheboygan metropolitan area; and

WHEREAS, SHEBOYGAN has established a transit commission (hereinafter referred to as COMMISSION) pursuant to § 66.1021, Wis. Stats., which commission is responsible for the maintenance and operation of SHEBOYGAN's comprehensive, unified local transportation system (hereinafter referred to as SHORELINE METRO); and

WHEREAS, both the Federal Transportation Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation assist in the subsidization of the operating deficit under formula grant programs; and

WHEREAS, KOHLER seeks to contract with SHEBOYGAN for the provision of public transit services from SHEBOYGAN to and within KOHLER; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is to be provided by SHEBOYGAN to KOHLER.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES & SERVICE LEVEL

During the term of this agreement, SHORELINE METRO shall operate regularly scheduled fixed route bus service to KOHLER as described in Attachment A. In addition, SHORELINE METRO will provide door-to-door accessible paratransit service to individuals unable to use the fixed route bus service in KOHLER in accordance with Adults with Disabilities Act of 1992 (ADA). Any changes to the level of bus service as described in Attachment A will require the prior approval of the COMMISSION and the appropriate legislative body of KOHLER. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for Services to KOHLER.

2. FARE STRUCTURE

During the term of this agreement, the COMMISSION shall be solely responsible for setting bus fares.

3. DESIGNATION OF RESPONSIBILITY

SHEBOYGAN designates SHORELINE METRO as the provider of the services set forth in this agreement.

4. PAYMENT SCHEDULE

KOHLER agrees to pay SHEBOYGAN an amount equal to its proportionate share of projected annual net operating deficit incurred by SHORELINE METRO. In 2020, this amount is equal to \$13,366. KOHLER

agrees to make quarterly payments in four equal installments of **\$3,341.50** during the calendar year due on or before the following dates: **March 30, June 30, September 30, and December 31**. SHEBOYGAN shall invoice KOHLER for such payments prior to each date.

Additionally, KOHLER will be invoiced a fixed annual cost to be used towards the replacement of vehicles used to provide public transit to the community.

The amount is calculated using the following formula:

$$\begin{array}{rclcl} \$92,000 & \times & 50\% & / & 15 \\ \text{Cost of a new bus} & & \text{Percent bus is used in} & & \text{Average lifetime} \\ \text{(20\% Local Share)} & & \text{Sheboygan Falls and Kohler} & & \text{years of bus} \end{array}$$

This amount is equal to **\$3,067.00** which is then allocated out between Sheboygan Falls (75%) and Kohler (25%) based on route mileage in each community. KOHLER would be responsible for **\$767.00** annually from 2020-2034 and will be paid as part of the fourth quarter payment to SHEBOYGAN.

SHEBOYGAN may assess a penalty for payments that are not made within 30-days of invoice date equivalent to 1% of the payment amount.

5. INSURANCE

SHEBOYGAN shall carry and keep in force insurance coverage insuring SHEBOYGAN against liability for personal injuries or property damage arising out of the operation of such bus service, and covering each and all of the buses used by SHEBOYGAN in service provided to KOHLER.

6. OPERATING AUTHORITY

SHEBOYGAN shall have sole and ultimate authority and responsibility for the operation, control, and direction of bus service operated within KOHLER, pursuant to this agreement, and in accordance with terms herein.

7. RECORDS/INFORMATION

SHEBOYGAN shall, at the request of KOHLER, provide any and all information pertaining to the operations of SHORELINE METRO as long as providing such information is consistent with SHEBOYGAN policy. Information may include such things as meeting notices, minutes, policies, procedures, notifications, etc. Such requests shall be presented to SHEBOYGAN via writing and such requests shall be made ten (10) days in advance.

8. MEDIATION OF DISPUTES

Any disputes over the interpretation of application of this agreement which cannot be resolved by the parties shall be submitted to a mediator before any legal action may be taken in a court of law. Said mediator may be a representative of the Wisconsin Department of Transportation.

9. FORCE MAJEURE

In no event shall SHEBOYGAN be deemed to be in default of any provision of this agreement for failure to perform, where such failure is due to strikes, walkouts, riots, civil insurrections or disorders, act of God, adverse weather conditions, or for any other cause or causes beyond the control of SHEBOYGAN.

10. TERMINATION

Either party may terminate this agreement one hundred and twenty (120) days following delivery of a written notice to the other party. If KOHLER terminates this agreement, KOHLER will agree to pay for pro-rated service costs up to and including the last day of service.

11. TERM OF AGREEMENT

This agreement shall remain in effect for 2020 or until modified or terminated and will be binding upon the parties mutually and upon their successors and assigns.

12. LOCAL MATCH FOR SERVICES

Subject to KOHLER approval, SHEBOYGAN shall, on an annual basis, determine the local share responsibility for KOHLER. This amount will be based on the level of service desired by KOHLER for the calendar year. The local match is comprised of total costs of providing service, total revenues from service, and federal and state funding mass transit aids. Costs of providing service are calculated annually.

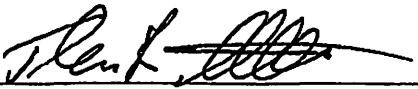
The local share for the service level provided to KOHLER for 2020 is \$13,366. Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share to change. SHORELINE METRO shall notify KOHLER during the budget process of its local share contribution for the following year.

IN WITNESS WHEREOF, the parties have affixed their hands and seals

DATED THIS 4th DAY OF November, 2019.

VILLAGE OF KOHLER

CITY OF SHEBOYGAN

BY: 

BY: _____

Name: Thomas R. Schnettler

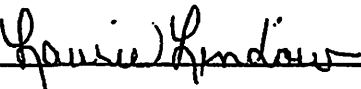
Name: _____

Title: Village President

Title: _____

ATTEST:

ATTEST:



Name: Laurie Lindow

Name: _____

Title: Clerk-Treasurer

Title: _____

ATTACHMENT A

**City of Sheboygan (Shoreline Metro) Service Agreement
Village of Kohler Level of Service**

1. FIXED ROUTE - Weekdays (Monday through Friday)

<u>Route</u>	<u>Daily Trips</u>	<u>Run Times</u>	<u>Headway</u>	<u>% Billed</u>
20 North	4	5:45 a.m.	:60 min.	25%
		6:45 a.m.	:60 min.	25%
		11:15 a.m.	:60 min.	25%
		5:45 p.m.	:60 min.	25%
20 South	4	9:15 a.m.	:60 min.	25%
		1:15 p.m.	:60 min.	25%
		3:45 p.m.	:60 min.	25%
		7:45 p.m.	:60 min.	25%
Kohler Special	1	7:15 a.m.	:30 min.	100%

2. FIXED ROUTE - Saturdays

<u>Route</u>	<u>Daily Trips</u>	<u>Run Times</u>	<u>Headway</u>	<u>% Billed</u>
20 North	3	9:15 a.m.	:60 min.	25%
		12:15 p.m.	:60 min.	25%
		3:15 p.m.	:60 min.	25%
20 South	4	11:15 a.m.	:60 min.	25%
		1:15 p.m.	:60 min.	25%

3. PARATRANSIT - Weekdays (Monday through Friday)

Service shall be provided from 5:45 a.m. to 8:45 p.m. Trips may be taken in accordance with Shoreline Metro policy.

4. PARATRANSIT - Saturdays

Service shall be provided from 7:45 a.m. to 5:45 p.m. Trips may be taken in accordance with Shoreline Metro policy.

NOTES:

- No service will be provided on major holidays including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
- Service on Christmas Eve and New Year's Eve may be altered depending on the day of the week these holiday fall on in a particular year.

ATTACHMENT B
City of Sheboygan (Shoreline Metro) Service Agreement
Current Schedule of Bus Fares and Media

Adult

Cash Fare.....\$1.75 per trip
Token.....\$13.00 (pack of 10)

Student

Cash Fare.....\$1.75 per trip
Token.....\$11.00 (pack of 10)

Senior Citizen/Disabled

Cash Fare.....\$0.85 per trip
Punch Pass\$8.50 (10 rides)

All Customers

Monthly Pass.....\$48.00
Day Pass\$3.00
Children Under 5 years of ageFREE w/ Fare Paying Adult

NOTES:

- Children under 5 years of age may ride free when accompanied by a fare paying adult passenger.
- Students must be under high school age or younger enrolled full time at a primary or secondary school.
- Senior citizens and individuals with a disability may ride at the reduced fare upon presentation of proper identification recognized by Shoreline Metro. Identification cards are available for eligible disabled customers.
- Transfers between routes at the Transfer Station are available without charge. One transfer will be allowed for each paid fare. Transfers are for immediate use and cannot be used at any other location along the route.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 124-19-20 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: December 3, 2019

MEETING DATE: December 9, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assesses each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after the year is complete and all known expenses entered as vendor invoices need to be received for all services provided.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 124-19-20.

ATTACHMENTS:

- I. Res. No. 124-19-20

III

3.7

Res. No. 124 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

RESOLVED: That the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 1, which is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north, and Center Ave. on the south, and more particularly described as Blocks 105, 106, 127, 129, 130, 152 and the north one-half of Block 151, all in the Original Plat of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2020. Any payments received after May 1, 2020, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

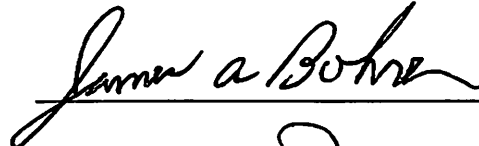
BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

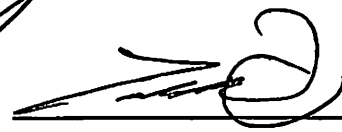
- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

Finance
Personnel

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2019, as is set forth in Section 106-54(a) of the Municipal Code.





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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 125-19-20 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: December 3, 2019

MEETING DATE: December 9, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assesses each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after the year is complete and all known expenses entered as vendor invoices need to be received for all services provided.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 125-19-20.

ATTACHMENTS:

- I. Res. No. 125-19-20

III

3.8

Res. No. 125 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

RESOLVED: That the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 2, which is that area of the City bounded by a line described as commencing at the SW corner of Virginia Ave. and Riverfront Dr., also described as the NE corner of Lot 1, Blk. 205 of the Original Plat of the City of Sheboygan, thence W. 240' along the S.L. of Virginia Ave. to the NW corner of Lot 4, Blk. 205, Original Plat (O.P.), thence S. 273' along the W. lot line of Lots 4 and 9, Blk. 205, O.P., thence E. 50' at a right angle to the W. lot line of Lot 9, Blk. 205, O.P., thence S. 125', parallel with said lot line to the S.L. of New Jersey Ave., thence W. 50' along said S.L. to the W. lot line of Lot 4, Blk. 211, O.P., thence S. 90' along said lot line, thence E. 103.12' at a right angle to said lot line to the Wly line of Riverfront Dr., thence SWly 246.89' along said Wly line to an intersection with the W. lot line of Lot 9, Blk. 211. O.P., and the N.L. of Maryland Ave., as originally platted, thence 60' S. to the S.L. of Maryland Ave., thence 60' E. along the said S.L. to the W. lot line of Lot 3, Blk. 234, O.P., thence S. 145', more or less, along said lot line to the NWly shore of the Sheboygan River, thence NEly downstream along said shore to the N.L. of Virginia Ave., thence W. 245', more or less, along said N.L. to the E.L. of Riverfront Dr., thence 80' S. along extension of said E.L. to the S.L. of Virginia Ave., thence 66' W. along said S.L. to the point of beginning, being a part of the NE 1/4 of the NW 1/4 of Sec. 26, T15N, R23E.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2020. Any payments received after May 1, 2020, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

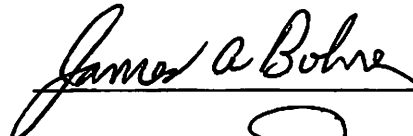
*Finance +
Personnel*

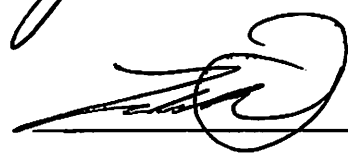
BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessment
- d. A statement that the work or improvement constitutes an exercise of the municipality's police power
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2019, as is set forth in Section 106-54(a) of the Municipal Code.





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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 126-19-20 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: December 3, 2019

MEETING DATE: December 9, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assesses each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after the year is complete and all known expenses entered as vendor invoices need to be received for all services provided.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 126-19-20.

ATTACHMENTS:

- I. Res. No. 126-19-20

III

3.9

Res. No. 126 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2019 cost of operating and maintaining, and the prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4.

RESOLVED: That the 2019 cost of operating and maintaining, and prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 4, which is that area of the City bounded by a line described as commencing at the intersection of the centerline of S. 12th St. with the S. r.o.w. of Clara Ave., thence W. to the NW corner of Lot 1, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of Lot 48, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 46, Blk. 6, Assessment Subd. No. 19, thence W. to the SW corner of said Lot 46, thence S. to the SW corner of Lot 43, Blk. 6, Assessment Subd. No. 19, thence W. to the NW corner of Lot 40, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of said lot, thence E. to the NE corner of Lot 39, Blk. 6, Assessment Subd. No. 19, thence S. to the SE corner of Lot 35, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 2, Blk. 7, Assessment Subd. No. 19, thence N. to the NE corner of said Lot 2, thence E. to the NE corner of Lot 1, Blk. 7, Assessment Subd. No. 19, thence S. along the E.L. of said Lot 1 to a point in said E.L. opposite the Wly extension of the S.L. of Lot 17, Blk. 8, Assessment Subd. No. 19, thence E. to the SE corner of said Lot 17, thence N. to the NE corner of Lot 15, Blk. 8, Assessment Subd. No. 19, thence W. along the N.L. of said Lot 15 to the centerline of S. 12th St., thence N. along said centerline to point of beginning.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2020. Any payments received after May 1, 2020, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

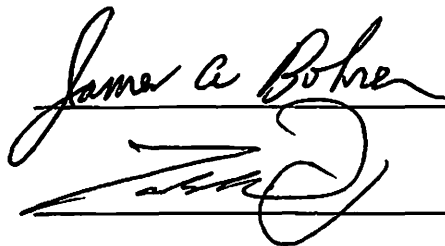
Finance +
Personnel

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2019, as is set forth in Section 106-54(a) of the Municipal Code.



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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 127-19-20 by Alderpersons Donohue and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2020 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: December 3, 2019

MEETING DATE: December 9, 2019

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

Each year the City of Sheboygan assesses each parking district for its portion of expenses related to the operating and maintenance of off-street parking. Revenues for each district offset the expenses and any residual is assessed to the businesses in that district.

STAFF COMMENTS:

The assessment is calculated after the year is complete and all known expenses entered as vendor invoices need to be received for all services provided.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 127-19-20.

ATTACHMENTS:

- I. Res. No. 127-19-20

III

310

Res. No. 127 - 19 - 20. By Alderpersons Donohue and Bohren.
December 2, 2019.

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

RESOLVED: That the 2019 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 5, which is that area of Lots 1 through 9 and Lot 11, South Pier Subdivision, of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2020. Any payments received after May 1, 2020, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the City Department of Finance shall prepare a report in accordance with §66.60(2) and §66.60(3), Wis. Stats., and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Section 106-54 of the Municipal Code, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

Finance
Personnel

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2019, as is set forth in Section 106-54(a) of the Municipal Code.

James A. Bohre
[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor