

*****ATTACHMENTS*****

II

3.2

R. O. No. 53 - 19 - 20. By CITY CLERK. August 5, 2019.

Submitting an Amended Summons and Notice of Object of Action in the matter of Wisconsin Bank & Trust v. Scott M. Matula et al.

CITY CLERK

Finance & Personnel

FILED
07-18-2019
Sheboygan County
Clerk of Circuit Court
2019CV000029

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH I

SHEBOYGAN COUNTY

WISCONSIN BANK & TRUST,
f/k/a COMMUNITY BANK & TRUST,
604 NORTH 8TH STREET,
SHEBOYGAN, WI 53081

Plaintiff,

-vs-

Case No. 19 CV 0029

FORECLOSURE - 30404
MONEY JUDGMENT - 30301
AMOUNT OVER - \$10,000

SCOTT M. MATULA
1416 NORTH 5TH STREET
SHEBOYGAN, WI 53081,

MYLINDA R. BARISAS
f/k/a MYLINDA R. BARISAS-MATULA
417 SAINT CLAIR AVENUE
SHEBOYGAN, WI 53081,

JOHN R. SCHWARZ, JR.
477 DUNLAY STREET
WOOD DALE, IL 60191,
Defendants.

-and-

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,
Added Defendant.

Process Server *Pat*
Date 7/23/19 Time: 11:5 am/pm
 Personal Substitute
 Posted Corporate

AMENDED SUMMONS

THE STATE OF WISCONSIN TO:

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081

MYLINDA R. BARISAS
f/k/a MYLINDA R. BARISAS-MATULA
417 SAINT CLAIR AVENUE
SHEBOYGAN, WI 53081

You are hereby notified that the plaintiff, Wisconsin Bank & Trust, formerly known as Community Bank & Trust, has filed a lawsuit or other legal action against you. The Notice of Object of Action, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Amended Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Notice of Object of Action. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is 615 North Sixth Street, Sheboygan, Wisconsin 53081, and to Holden & Hahn, S.C., plaintiff's attorneys, whose address is 903 North Sixth Street, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within twenty (20) days, the Court may grant Judgment against you for the award of money or other legal action requested in the Notice of Object of Action, or you may lose your right to object to anything that is or may be incorrect in the Notice of Object of Action. A Judgment may be enforced as provided by law. A Judgment awarding money may become a lien against any real estate you own now, or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Sheboygan, Wisconsin this 18th day of July, 2019.

HOLDEN & HAHN, S.C.

Electronically signed by: Richard Hahn

Attorney for Plaintiff
State Bar No.: 1019020
903 North Sixth Street
Sheboygan, WI 53081
Telephone No.: (920) 458-0707
Facsimile No.: (920) 458-4359
Email: consult@holdenandhahn.com

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Clerk of Circuit Court
2019CV000029

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH I

SHEBOYGAN COUNTY

WISCONSIN BANK & TRUST,
f/k/a COMMUNITY BANK & TRUST,
604 NORTH 8TH STREET,
SHEBOYGAN, WI 53081

Plaintiff,

-vs-

Case No. 19 CV 0029

FORECLOSURE - 30404
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SCOTT M. MATULA
1416 NORTH 5TH STREET
SHEBOYGAN, WI 53081,

MYLINDA R. BARISAS
f/k/a MYLINDA R. BARISAS-MATULA
417 SAINT CLAIR AVENUE
SHEBOYGAN, WI 53081,

JOHN R. SCHWARZ, JR.
477 DUNLAY STREET
WOOD DALE, IL 60191,
Defendants.

-and-

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081,
Added Defendant.

NOTICE OF OBJECT OF ACTION

THE STATE OF WISCONSIN TO:

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN, WI 53081

MYLINDA R. BARISAS
f/k/a MYLINDA R. BARISAS-MATULA
417 SAINT CLAIR AVENUE
SHEBOYGAN, WI 53081

YOU ARE HEREBY NOTIFIED:

1. That an action has been commenced and is now pending in the above-named Court, in favor of the above-named plaintiff, Wisconsin Bank & Trust, formerly known as Community Bank & Trust, and against the above-named defendants.

2. That one of the objects of said action is to foreclose a Commercial Real Estate Mortgage bearing date of November 4, 2008 and having been recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on November 19, 2008 at 2:57 p.m. as Document Number 1864831, and to foreclose a Mortgage bearing date of December 12, 2005 and having been recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on December 14, 2005 at 9:25 a.m. as Document Number 1785067.

3. The real estate subject to this foreclosure lawsuit is described as follows:

The East 50 feet of Lot Three (3), Block Two Hundred Eighty-eight (288), Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Tax Parcel No.: 59281302920

Property Address: 715/715A Alabama Avenue, Sheboygan, WI 53081

AND

The West 30 feet of the South One-Half (S1/2) of Lot 12 in Block 250 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Parcel No.: 59281 506760

Property Address: 1606 Indiana Avenue, Sheboygan, WI 53081

4. It has been discovered that the City of Sheboygan and Mylinda R. Barisas may have some interest in and to the subject real estate, which is referenced in the Letter Reports attached hereto and marked as Exhibits 1 and 2, but that said interest in and to the real estate, which is the subject of this foreclosure action, is subordinate to the plaintiff's Mortgages and shall be foreclosed by this lawsuit.

5. That no personal claim is being made against you.
6. That upon request, and within the time limits fixed within the Amended Summons, a copy of the Complaint will be served upon you.

Dated at Sheboygan, Wisconsin this 18th day of July, 2019.

HOLDEN & HAHN, S.C.

Electronically signed by: Richard Hahn
Attorney for Plaintiff
State Bar ID No. 1019020
903 North Sixth Street
Sheboygan, WI 53081
Telephone No.: (920) 458-0707
Facsimile No.: (920) 458-4359
Email: consult@holdenandhahn.com

CORRECTED LETTER REPORT

File Number: PR-614326

Property Address: 1606 Indiana Avenue, Sheboygan, WI 53081

Tax Key Number: 59281506760

Prepared For: Holden & Hahn, S.C., 903 North 6th Street, Sheboygan, WI 53081-Richard Hahn

Subsequent to December 14, 2005 at 9:25 AM

Property Description:

The West 30 feet of the South One-half (S1/2) of Lot 12 in Block 250 of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Current Owner:

Scott M. Matula

Open Mortgages since last conveyance of record:

A Mortgage executed by Scott M. Matula and Mylinda R. Barisas Matula, husband and wife, to Community Bank & Trust, dated December 12, 2005 and recorded on December 14, 2005 as Document No 1785067, securing a principal sum of \$64,900.00. Said Mortgage was modified by a Loan Modification Agreement dated November 7, 2008 and recorded on March 3, 2009 as Document No. 1871659. Said Mortgage was further modified by a Loan Modification Agreement dated November 27, 2009 and recorded on December 14, 2009 as Document No. 1892720.

Notice of Lis Pendens as it relates to Wisconsin Bank & Trust f/k/a Community Bank & Trust vs. Scott M. Matula, et al, Sheboygan County Circuit Court Case Number 2019CV000029, dated January 14, 2019 and filed on January 15, 2019 at 9:43 AM as Document Number 2067873.

Judgments, Tax Warrants, or Federal Tax Liens on the names or similar names of the parties receiving the property in the last conveyance of record:

Judgment executed against Scott Matula (1416 North Fifth Avenue, Sheboygan, WI 53081) in favor of Mylinda Rose Barisas, Sheboygan County Circuit Court Case Number 2013FA000656, entered May 7, 2018 and docketed May 17, 2018 at 1:03 PM in the principal sum of \$8,889.53.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000075, entered June 27, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$250.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000076, entered January 4, 2017 and docketed July 27, 2018 at 4:36 PM in the principal sum of \$250.00.



Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000077, entered October 18, 2017 and docketed July 27, 2018 at 4:36 PM in the principal sum of \$691.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000078, entered October 18, 2017 and docketed July 27, 2018 at 4:36 PM in the principal sum of \$691.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000079, entered February 7, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$691.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000080, entered February 7, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$691.00.

Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000081, entered March 7, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$250.00.

Taxes:

Real Estate Taxes for the year 2018 in the principal amount of \$1,939.74, which are due a payable.

Real Estate Taxes for the year 2017 in the principal amount of \$2,041.24, which were being paid in installments with a principal balance of \$1,850.75, plus penalties and interest, which are past due and delinquent.

Real Estate Taxes for the year 2016 in the principal amount of \$1,877.89, plus penalties and interest which are past due and delinquent.

Real Estate Taxes for the year 2015 in the principal amount of \$1,303.89, plus penalties and interest, which are past due and delinquent.

Effective Date:

January 25, 2019 at 8:00 AM

By: Harold D. Hodson

Falls Title, LLC

614 Broadway Street

Sheboygan Falls, WI 53085

NOTE: The above signed hereby certifies that the report is compiled from the public records of the county in which the Property described herein is located. This report is not to be used as evidence of title in lieu of a certified abstract or title insurance. Attention is called to the fact that this Letter Report is only a check of mortgage and liens of record. No check of the records has been made prior to the date of the last conveyance shown above. This report is limited by its terms and is not a guaranty or opinion of title.

LETTER REPORT**File Number: FR-614325****Property Address: 715-715A Alabama Avenue, Sheboygan, WI 53081****Tax Key Number: 59281302920****Prepared For: Holden & Hahn, S.C., 903 North 6th Street, Sheboygan, WI 53081-Richard Hahn****Subsequent to May 10, 2005 at 4:20 PM****Property Description:****The East 50 feet of Lot Three (3), Block Two Hundred Eight-eight (288), Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.****Current Owners:****John S. Schwarz Jr. and Scott M. Matula****Open Mortgages since last conveyance of record:****A Mortgage executed by Edward J. Ozmanski, a married person and John R. Schwarz Jr. and Scott M. Matula, to Community Bank & Trust, dated April 29, 2005 and recorded on May 10, 2005 as Document No. 2764835, securing a principal sum of \$72,000.00.****A Commercial Real Estate Mortgage executed by Scott M. Matula and John R. Schwarz Jr., to Community Bank & Trust, dated November 4, 2008 and recorded on November 19, 2008 as Document No. 1864831, securing a principal sum of \$87,504.62.****Notice of Lis Pendens as it relates to Wisconsin Bank & Trust, f/k/a Community Bank & Trust vs. John R. Schwarz Jr., et al, Sheboygan County Circuit Court Case Number 2018CV000188, dated March 25, 2018 and filed on March 28, 2018 at 4:10 PM as Document Number 2018165. .****Notice of Lis Pendens as it relates to Wisconsin Bank & Trust f/k/a Community Bank & Trust vs. Scott M. Matula, et al, Sheboygan County Circuit Court Case Number 2018CV000028, dated January 16, 2018 and filed on January 16, 2018 at 9:43 AM as Document Number 2087872.****An Assignment of Rents executed by Scott M. Matula, a single person, to Wisconsin Bank & Trust, dated March 24, 2017 and recorded on April 5, 2017 as Document No. 2037135.****Judgments, Tax Warrants, or Federal Tax Liens on the names or similar names of the parties receiving the property in the last conveyance of record:****Judgment executed against Scott Matula (1416 North Fifth Avenue, Sheboygan, WI 53081) in favor of Mylinda Rose Barbas, Sheboygan County Circuit Court Case Number 2018FA000888, entered May 7, 2018 and docketed May 17, 2018 at 1:03 PM in the principal sum of \$8,888.88.****Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2018TJ000075, entered June 27, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$250.00.****EXHIBIT****- 2 -**

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Judgment executed against Scott M. Matula (1416 North Fifth Street Avenue, Sheboygan, WI 53081) in favor of City of Sheboygan, Sheboygan County Circuit Court Case Number 2016TJ000081, entered March 7, 2018 and docketed July 27, 2018 at 4:37 PM in the principal sum of \$250.00.

Taxes:

Real Estate Taxes for the year 2018 in the principal amount of \$1,749.77, which are being paid in installments with a principal balance of \$861.61, to be paid on or before July 31, 2019.

Real Estate Taxes for the year 2017 in the principal amount of \$1,660.20, which were being paid in installments with a principal balance of \$718.48, plus penalties and interest, which are past due and delinquent.

Real Estate Taxes for the year 2016 in the principal amount of \$1,671.53, which were being paid in installments with a principal balance of \$92.89, plus penalties and interest which are past due and delinquent.

Effective Date:

January 25, 2019 at 8:00 AM

By: Karen D. Gordon

Falls Title, LLC
614 Broadway Street
Sheboygan Falls, WI 53085

NOTE: The above signed hereby certifies that the report is compiled from the public records of the county in which the Property described herein is located. This report is not to be used as evidence of title in lieu of a certified abstract or title insurance. Attention is called to the fact that this Letter Report is only a check of mortgage and liens of record. No check of the records has been made prior to the date of the last conveyance shown above. This report is limited by its terms and is not a guaranty or opinion of title.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 55-19-20 by Director of Human Resources and Labor Relations submitting a proposal from American Fidelity Assurance Company regarding their services as a third party administrator to provide Section 125 administration, Flexible Benefit Plan administration and enrollment solutions related to the health plan sponsored by the City and other supplemental benefits.

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

REPORT DATE: August 8, 2019

MEETING DATE: August 12, 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:

American Fidelity has agreed to be a Third Party Administrator ("TPA") for the City of Sheboygan. This agreement includes managing the City of Sheboygan's Section 125 – Flexible Benefit Plan 105, as well as offering a variety of voluntary group benefits to employees and partnering to facilitate annual open enrollment.

STAFF COMMENTS:

American Fidelity provides services and benefits to a variety of municipalities in Wisconsin. They are endorsed by the Wisconsin League of Municipalities and will provide upgraded products and services to the employees through their professional agreement.

ACTION REQUESTED:

Motion to recommend the Common Council receive R.O. No. 55-19-20.

ATTACHMENTS:

- I. R.O. No. 55-19-20

II

3.4

R. O. No. 55 - 19 - 20. By DIRECTOR OF HUMAN RESOURCES AND LABOR RELATIONS.
August 5, 2019.

Submitting the attached proposal from American Fidelity Assurance Company regarding their services as a Third Party Administrator ("TPA") to provide Section 125 ("cafeteria plan") administration, and Flexible Benefit Plan administration, enrollment solutions related to the health plan sponsored by the City of Sheboygan, and other supplemental benefits.

The proposal provides the City of Sheboygan employees several voluntary benefit products, as well as no-cost administration of a Section 125 Flexible Benefit Plan, and administration of the open enrollment process for insurance services. Meetings (both group presentations and one-on-one meetings) will be held with all employees to provide improved communication regarding insurance and benefit issues.

American Fidelity does not charge a fee for their service. While the organization is relatively new to Wisconsin, the League of Wisconsin Municipalities has recently endorsed the organization.

I am providing this information to you for your information. No further action is necessary.

Director of Human Resources and
Labor Relations

Finances Personnel

City of Sheboygan

Brent Rempe, Government Markets Manager

brent.rempe@americanfidelity.com

405-523-5183 / 806-543-8485

Scott Adkins, District Manager

scott.adkins@americanfidelity.com

405-212-2535 / 618-541-5534

AMERICAN FIDELITY 
a different opinion



A Proposal to City of Sheboygan

American Fidelity Assurance Company is your source for benefits and services at both the employer and the employee level. We deliver expense management services and quality voluntary benefits, while providing a first-class customer experience for you and your employees.

As one of the few insurers in America that focuses on worksite benefits, American Fidelity uniquely understands the need for employers to maintain a competitive employee benefit package and control their benefit costs. American Fidelity is focused on serving the following select market segments: healthcare facilities, the public sector, the auto retail community, and the education community. Since 1960, we have employed this focus to provide worksite solutions to millions of customers across the nation.

Through our salaried, career Account Managers, you will have year-round support and your employees will have access to a complete benefit package that can be tailored to meet their needs. In addition, we provide you the administrative support and expense management services that can help both you and your employees maximize your tax saving opportunities.

We believe our comprehensive approach to providing benefits and services, while managing cost, will be a valuable asset to your organization. Thank you for considering American Fidelity Assurance Company and we look forward to the next step in the process of helping you transition into a new benefit program.

Brent Rempe

Government Markets Manager
brent.rempe@americanfidelity.com
405-523-5183 / 806-543-8485

Scott Adkins

District Manager
scott.adkins@americanfidelity.com
405-212-2535 / 618-541-5534

Proposed Service Fees for City of Sheboygan

Value Added Services	Fee
Section 125 Services*	
Section 125 Sample Plan Document, Implementation and Annual Review	\$0.00
Annual Non-Discrimination Testing Worksheets	\$0.00
Employee Election Form/Salary Reduction Agreement Assistance	\$0.00
Flexible Spending Account Administrative Services*	
Healthcare Flexible Spending Account (HCFSA) Administration	\$0.00
Dependent Care Account Administration	\$0.00
HCFSA Benefits Debit Card and Dependent Card(s)	\$0.00
Upfront HCFSA Funding	\$0.00
Insured HCFSA Risk Premium	\$0.00
Health Savings Account Administrative Services*	
Health Savings Account Administration	\$0.00
HSA Benefits Debit Cards and Dependent Card(s)	\$0.00
Enrollment Solutions*	
Full Benefits Online Enrollment Platform	\$0.00
Employee Communication & Education	\$0.00
Salaried Account Managers	\$0.00
New Hire Enrollment & Year-Round Support	\$0.00
Optional Services*	
Major Medical Plan Waivers	\$0.00
Annual Beneficiary Designation Update	\$0.00
Dependent Verification Review	\$0.00
Total Annual Service Fees	\$0.00
Total Monthly Service Fees	\$0.00

*American Fidelity Assurance Company is providing these services at no additional charge to the City where permitted by law. Please refer to the Service Exchange Agreement for details.

Why American Fidelity

Specializing in the Public Sector
Proven History
Company Culture
Ratings and Financial Strength



Why American Fidelity

Not only is each public sector distinct, but your employees are a melting pot of different occupations, incomes, and types of labor with unique benefits needs. You deserve a partner who understands the need to adapt quickly and who leads the way, when needed. American Fidelity Assurance Company does just that by continually looking at the latest trends in employer benefit solutions for your industry and building strategic custom recommendations. Count on us for help with:

- Strategic Supplemental Benefits
- Tax-Favored Benefits Enrollment Support
- Employee Education and Year-Round Enrollment
- Affordable Care Act Compliance Support
- Simplifying Technology and Data

You Deserve a Specialist

American Fidelity is focused on helping the public sector overcome benefits administration challenges. In comparison, some other companies in the industry often provide a one-size-fits-all approach and their knowledge of your special circumstances only goes so deep. As a specialist in your industry, American Fidelity can provide you with a different perspective — a different opinion.

Proven History

Nationwide we serve nearly one million customers and 12,500 employer groups, including over 6,000 public sector employers. We take pride in delivering less worry, less work and using our 55+ years of expertise to provide you with top-notch benefits administration through our hands-on, simplifying approach.



Why choose American Fidelity?

- Providing insurance benefits and administration since 1960
- Rated A+ (Superior)¹ by A.M. Best Company since 1982
- Focused on serving the public sector
- One-stop shop for custom benefit plans and administration
- Salaried account managers, not commissioned brokers
- Focused on employee education before, during, and after enrollment
- Online enrollment platform and online account management
- Section 125 administration at no additional charge*

¹ www.ambest.com/consumers (May 16, 2017) (A+ is the 2nd out of 16 with 1 being the highest.) *where permitted by law

Company Culture

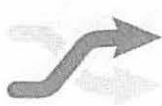
We strive for five core principals when serving each other and our customers:



Always
Fair



Always
Financially Secure



Always
Flexible



Always
Focused



Always
Future-Oriented

These five principals help us make things easy for our customers and empower us to offer a different opinion in benefits administration.

American Fidelity values a positive and rewarding company culture because we believe this directly impacts our customer experience. Of our 1700+ colleagues, 36% have been with the company for 10 or more years, and 14% of colleagues have been with the company over 20 years.¹ We believe this long tenure represents our company's commitment to excellence in all areas, especially customer service. American Fidelity is listed on Fortune Magazine's "100 Best Companies to Work For" in 2017.²

Along with our commitment to our colleagues, we are committed to our community. Aligned with communities in our niche markets, American Fidelity and the American Fidelity Foundation focus on supporting education initiatives, health and human services, arts and culture, and civic projects.

Ratings and Financial Strength

When you partner with American Fidelity, you can be assured we have the financial strength to be there when you need us most.

A+ SINCE
1982

A.M. Best Company rating

Since 1982, American Fidelity has been rated "A+" (Superior)³ by A.M. Best Company, one of the nation's leading insurance company rating services. A.M. Best bases its ratings on an analysis of the financial condition and operating performance of insurance companies in such vital areas as: Competency of Underwriting, Control of Expenses, Adequacy of Reserves, Soundness of Investments, and Capital Sufficiency.

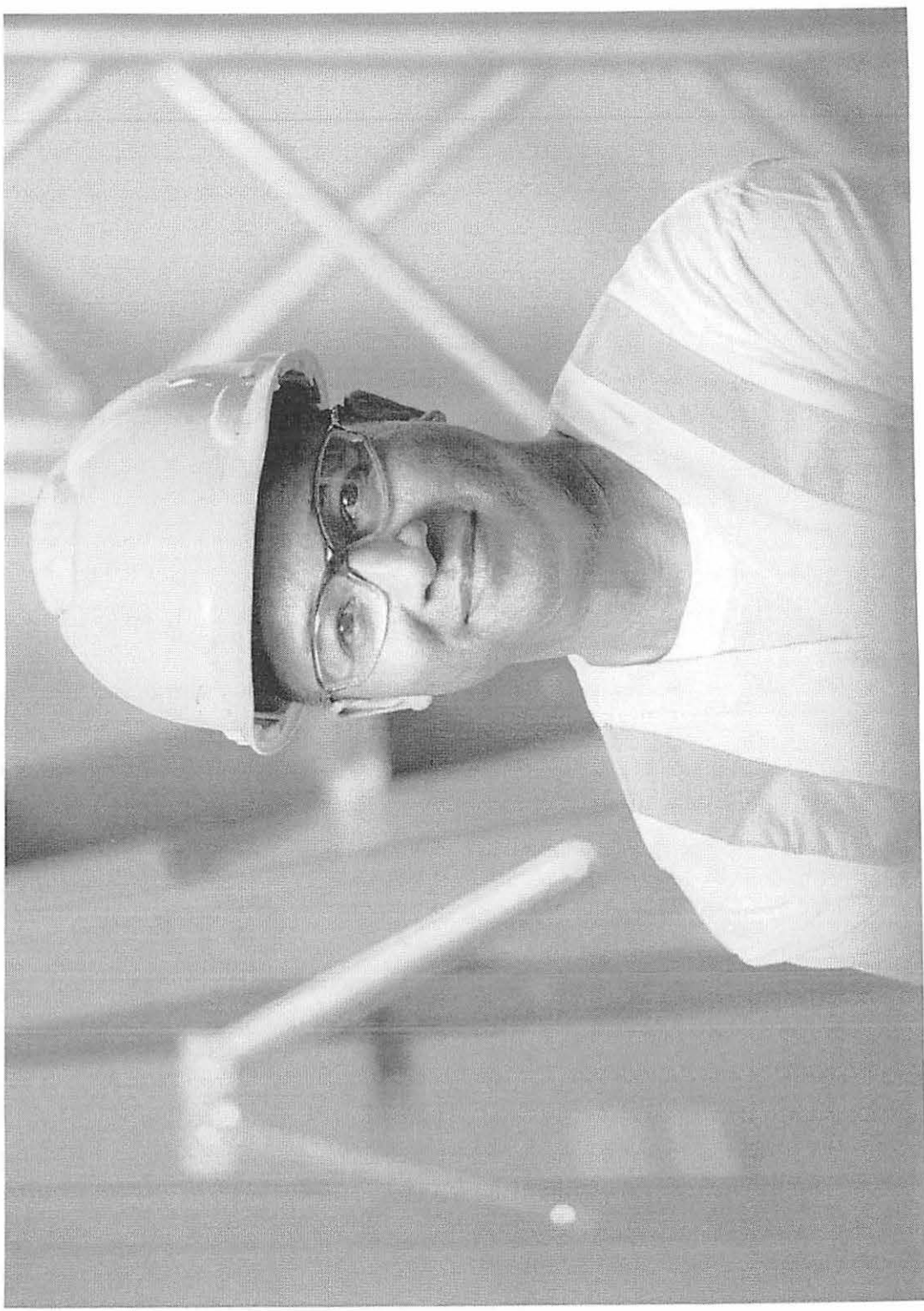
¹ American Fidelity; *Statistics American Fidelity by the Numbers*; May 2016.

² <https://www.greatplacetowork.com/best-workplaces/100-best/2017> (March 9, 2017)

³ www.ambest.com/consumers (May 16, 2017) (A+ is the 2nd out of 16 with 1 being the highest.)

Employer Administrative Services

Section 125 Plans
Flexible Spending Accounts



Section 125 Plans

Offering a Section 125 Plan (a.k.a. Cafeteria Plan) brings tax savings to both you and your employees; however the administration that comes with maintaining the Plan is time consuming and expensive. Keeping track of Plan changes, new regulations, and updating your employees along the way can be challenging. American Fidelity focuses on helping you stay compliant while educating both you and your employees.

No Charge* Administration

As a specialist for employers like you, we've been there when budgets have been tightened and staff reduced. Not only will we help take the plan complexities off your plate, but we also offer plan administration at no additional charge. This allows you to free up funds you may otherwise need for additional services.

Education

Once your Section 125 Plan is implemented, we'll educate your employees during the enrollment so they can select the best combination of benefits for their needs. Increased benefit knowledge often leads to increased participation, which results in a greater tax reduction for you. Through our experience in your industry, we've also found that teaching employees how your benefits program works often lessens the amount of support you must provide throughout the year.

Ongoing Support

Annual changes to your benefits program can result in the need to update your Section 125 Plan. Each year, we will work with you to update your Plan Document and provide annual non-discrimination testing worksheets. Your compliance needs aren't a one-time focus for us. We work with you year-round to make sure you are aware of requirements.

**where permitted by law*



Setting Up Your Plan

The first step to having a compliant Section 125 Plan is your Plan Document. American Fidelity will work with you to capture all of the details in your benefits offering. From there we will create a sample Plan Document that outlines how you will administer your Plan.

In addition to your sample Plan Document, we will also provide:

- Sample Board Resolution language to formally adopt the Section 125 Plan
- Annual 25% non-discrimination testing worksheets
- Access to employee's annual election forms which show pre-tax and post-tax elections
- Web-based resources, including a Section 125 Administration Guide
- A monthly email newsletter with compliance updates and other pertinent information

For small and large employers alike, the administration, compliance, and employee education responsibilities which come with operating a Section 125 Plan can quickly add up. We understand you are busy. We don't expect you to be a Section 125 expert. Let us help handle it for you.

Flexible Spending Account Administration

Healthcare Flexible Spending Account (HCFSAs)

As healthcare expenses continue to increase, finding cost-effective benefit solutions that help both you and your employees can be challenging. American Fidelity provides a solution by offering a Healthcare Flexible Spending Accounts (HCFSAs) for your employees to set aside money on a pre-tax basis to pay for everyday medical expenses. Additionally, this may create Federal Insurance Contributions Act (FICA) tax savings for you.

Upfront HCFSAs Funding

The Internal Revenue Code (IRC) requires HCFSAs to provide reimbursement at the beginning of the plan year, based on each employee's annual election. The responsibility of providing the full election amount upfront can be a financial challenge for most employers. To help relieve this financial obligation, American Fidelity assists with upfront funding for your employees' HCFSAs, creating a cash-flow advantage for you.

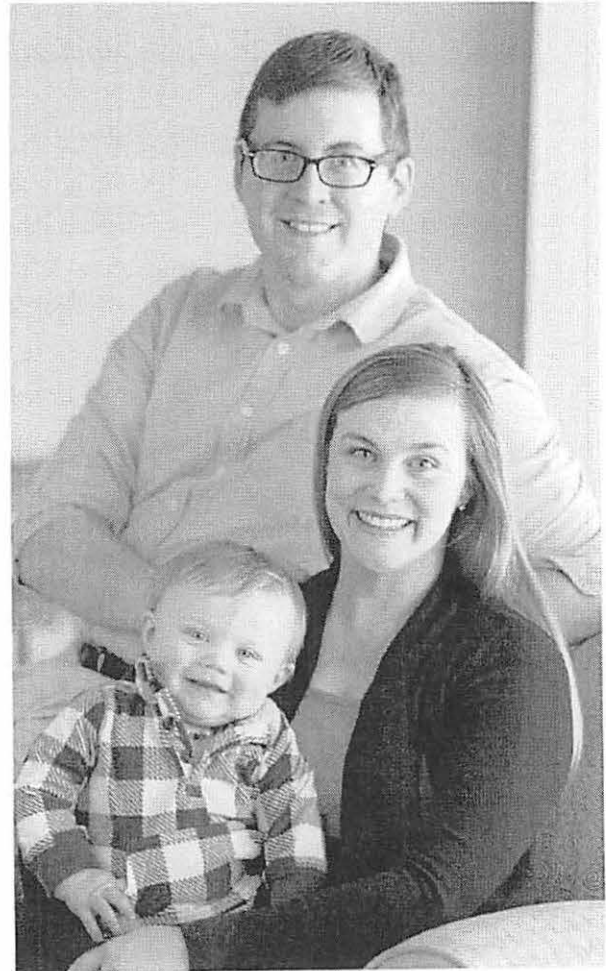
Mitigating Your Risk

Your organization could be at financial risk if employees leave before the plan year ends. To mitigate this risk, we offer optional protection to cover the risk associated with required upfront reimbursement. This insurance covers your employees' entire election amount, even though they make contributions on a paycheck-by-paycheck basis. Should they leave employment, this covers any amount they may have spent in their HCFSAs prior to those funds actually being contributed.

Net unused contributions, also called forfeitures, will be returned to the employer with instructions for compliant use. Other restrictions may apply.

Dependent Care Account (DCA)

Another option to reduce your overall employment tax while also helping your employees reduce their taxable income is to offer a Dependent Care Account (DCA). This program allows employees to set aside money on a pre-tax basis to pay for eligible dependent care expenses. The DCA reimburses expenses associated with dependent care for either a dependent child under age 13 or an adult dependent incapable of self-care.



Simple Reimbursement Options

We understand your employees want quick and easy access to their contributions. At the same time, it's important your plan stays in compliance with IRC guidelines on your required itemized documentation. We focus on making the process of reimbursing your employees simple and compliant by offering several methods to request reimbursements.

We process and fund reimbursements daily and eligible claims reimbursements are processed within an average of five to seven business days. Direct deposit is available for all participants in order to receive their reimbursement even faster.



Benefits Debit Card

Employees can pay for eligible medical expenses directly from their accounts.



Mobile App

Employees can file a claim by snapping a photo of the expense receipt and submit using a smartphone or tablet.



Online

Provides your employees with another secure way to file a claim and upload their expense receipts.



Mail or Fax

Employees can file a claim manually by mail or fax. Printable claim forms are available on our website.

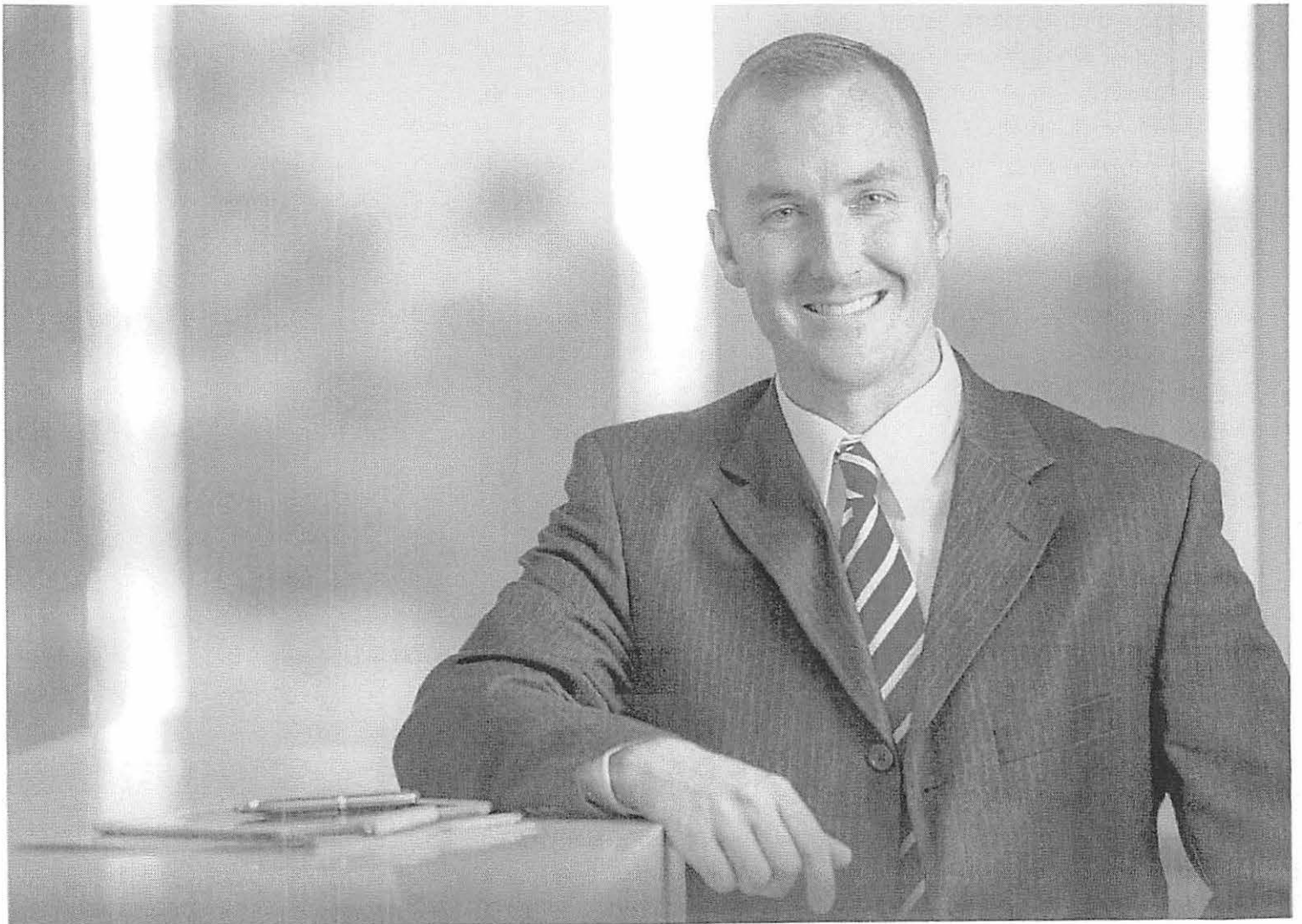
Online Account Access

Your employees need to know their balance and claims history to use their accounts effectively. American Fidelity's secure online account access provides your employees their current election and contribution amounts, total contributions made year-to-date, claim status, and current available balances. We also give you the same level of access so you are able to help answer any employee questions that may arise.



Employee Benefits

Why You Should Offer Supplemental Benefits
Supplemental Voluntary Insurance Benefits



Why You Should Offer Supplemental Benefits

Why You Should Offer Supplemental Benefits

With rising deductibles and larger gaps in coverage, supplemental benefits can provide financial relief for both you and your employees. Every year, employees are paying more in premiums, co-pays, and deductibles. All of this can lead to an additional workplace management challenge for leaders to combat — employees feeling stressed and distracted with efforts to manage out-of-pocket health-related costs.

Supplemental benefits can help give you peace of mind knowing your employees will have coverage when they need it. Additionally, comprehensive benefits packages can also be a great way to attract and retain quality employees.

Complement Your Major Medical Plan

As trends continue to lean toward High-Deductible Health Plans (HDHPs), it's more important than ever to offer supplemental benefits to help offset the additional out-of-pocket expenses your employees may experience. Even with traditional PPO or HMO plans, out-of-pocket expenses can be a burden.

American Fidelity's supplemental benefits pay directly to your employees, which can help them contribute to their deductible. They may even use the benefits to help pay expenses that their major medical plan may not cover, such as travel and lodging.

Allow Employees to Customize Coverage

Because supplemental benefits are voluntary, your employees can choose the benefits to complement their medical plan. Offering a well-rounded supplemental benefits package also lets them support their family's needs — whether they have active children who need accident coverage, or they are preparing for retirement.

Ultimately, a solid benefits program can help ease your worry and workload while also helping to provide employee job satisfaction.



88% of employees view voluntary benefits as a part of a comprehensive benefits package.¹

¹Entrepreneur: Employee Demand Makes Voluntary Benefits Mandatory for Employers; November 9, 2015.

Limited Benefit Cancer Insurance

Limited Benefit Cancer Insurance

Even with a high-quality medical insurance plan, a cancer diagnosis can be costly. That's why it is important to offer a Limited Benefit Cancer Insurance plan to help cover the rising costs of cancer treatment.

The plan has 30 benefits specifically designed to help your employees and their families with the financial aspect of being diagnosed with cancer, and allow them to focus on their treatment. These benefits extend beyond treatment, and cover other costs associated with a cancer diagnosis such as travel and lodging. All benefits are paid directly to the employee, which allows them to use the funds where they are needed most.

Examples of benefits include:

- Inpatient Confinement
- Drugs and Medicine
- Transportation and Lodging

Coverage Options

We offer coverage for employees, their spouses, and eligible children. There are three plan options—Basic, Enhanced and Enhanced Plus—so your employees can choose the plan that best fits their financial needs.



More than one-quarter of cancer patients can't afford to pay for their treatment.⁵

Highlights

Diagnostic Testing Benefit

This benefit encourages early detection of cancer by paying a benefit to the insured to help cover annual diagnostic testing, screening, or follow-up. This benefit also qualifies for our AFQuickClaims™ processing, which means policyholders may receive their benefit in as little as one day if enrolled in direct deposit.

Experimental Treatment Benefit

Traditionally, major medical insurance does not cover costs associated with experimental treatments and drugs related to cancer. This policy covers experimental treatment so your employees have the opportunity to receive the best available treatment to meet their needs.

Travel Expenses

Often, the best cancer treatments available require patients to travel far from home. Travel expenses can be costly and are generally not covered by major medical plans. This benefit may help pay for transportation and lodging expenses for the patient and family.

This product may contain limitations, exclusions, and waiting periods. This product is inappropriate for people who are eligible for Medicaid Coverage. ⁵UPI: Study: One-quarter of cancer patients can't afford treatment; June 3, 2016.

Limited Benefit Hospital Indemnity Insurance

Limited Benefit Hospital Indemnity Insurance

One of the challenges employers face is finding ways to help their employees cover the unexpected expenses that could arise from a hospital stay. With rising deductibles and as employees continue to take on more of the financial burden of medical expenses, the difficulty of paying for large, out-of-pocket costs is a challenge for most employees.

American Fidelity offers a solution with our hospital indemnity insurance.

AF™ Limited Benefit Group Hospital Indemnity Insurance is an HSA-qualified plan that pays benefits for expenses related to hospitalization, unexpected accidents, and certain high-dollar critical illnesses. It offers a way for employees to cover a portion of their healthcare costs without draining their HSA savings.

Coverage Options

We offer coverage for employees, their spouse, and children up to age 26. There are also three plan options to help your employees select the coverage that meets their family's needs.

Highlights

Health Screening Benefit

Pays a \$50 benefit to help cover annual health screens. This benefit also qualifies for our AFQuickClaims™ processing.

HSA Compatible

Provides a way to help pay for large, out-of-pocket expenses, while allowing the tax benefit and potential savings of an HSA.

Guaranteed Issue

Obtain coverage without any health screenings or medical questions..

American Fidelity's Limited Benefit Hospital Indemnity Insurance may contain limitations, exclusions and waiting periods. This product is inappropriate for people who are eligible for Medicaid coverage.

Individual Life Insurance

Life Insurance

Offering Group Life Insurance to your employees may not be enough to fully protect their loved ones in their absence. An individual life policy can increase the overall benefit amount while giving them a policy that they own. American Fidelity offers policies designed for your employees, spouses, and children – making it convenient for them to provide life insurance protection for their entire family. Only three health questions are required to issue coverage, and your employees don't have to participate in any medical exams.

Term Life Insurance

Often, your employees need life insurance coverage to help during a specific period when their expenses are usually at their highest. Making sure everyday living expenses, like home ownership and college tuition, are covered in their absence is paramount. With a Term Life insurance policy, your employees will have the ability to customize the plan that works best for their situation.

Whole Life Insurance

Whole Life insurance provides your employees a life insurance benefit to age 121 and will provide a cash benefit at time of maturity. There are also options for loans and partial surrender if needed. The cash value allows your employee the flexibility to stop paying premiums and still have some life insurance coverage in force.

Highlights

Interim Coverage*

Death Benefit coverage is issued immediately after the life insurance application has been signed and underwriting guidelines have been met.

Level Premium

American Fidelity's Term Life and Whole Life Premium rates are locked in at the time of purchase, and will not increase for the duration of the policy term.

Guaranteed Renewable

Our term life policies are guaranteed renewable, which means your employees can renew for another term period without reapplying. The renewal premium is subject to increase.

**Interim coverage for death will be in force from the date your application is signed if on such date the proposed insured is insurable per our underwriting guidelines for the requested coverage in accordance with the terms of the policy. This interim coverage for death will remain in force until the earlier of: 1) the date a policy becomes effective; 2) the date we decline the application; or 3) the date we notify the proposed insured that they are ineligible for interim coverage. The employee and/or Spouse/Civil Union Partner must remain actively at work during the interim coverage period. If the death of the proposed insured occurs during the interim coverage period, the first month's premium will be subtracted from the policy proceeds. Interim coverage is only for death benefits under the base policy, Children's Term Rider and Spouse Term Rider (Term Life Only). No interim coverage benefits are available under any Waiver of Premium Rider, Accidental Death and Dismemberment Rider, Accelerated Benefit Rider for Critical Illness (Whole Life Only) or Accelerated Benefit Rider for Long Term Illness (30YR Term Life and Whole Life Only). This product may contain limitations, exclusions, and waiting periods. Not generally qualified benefits under Section 125 Plans.*

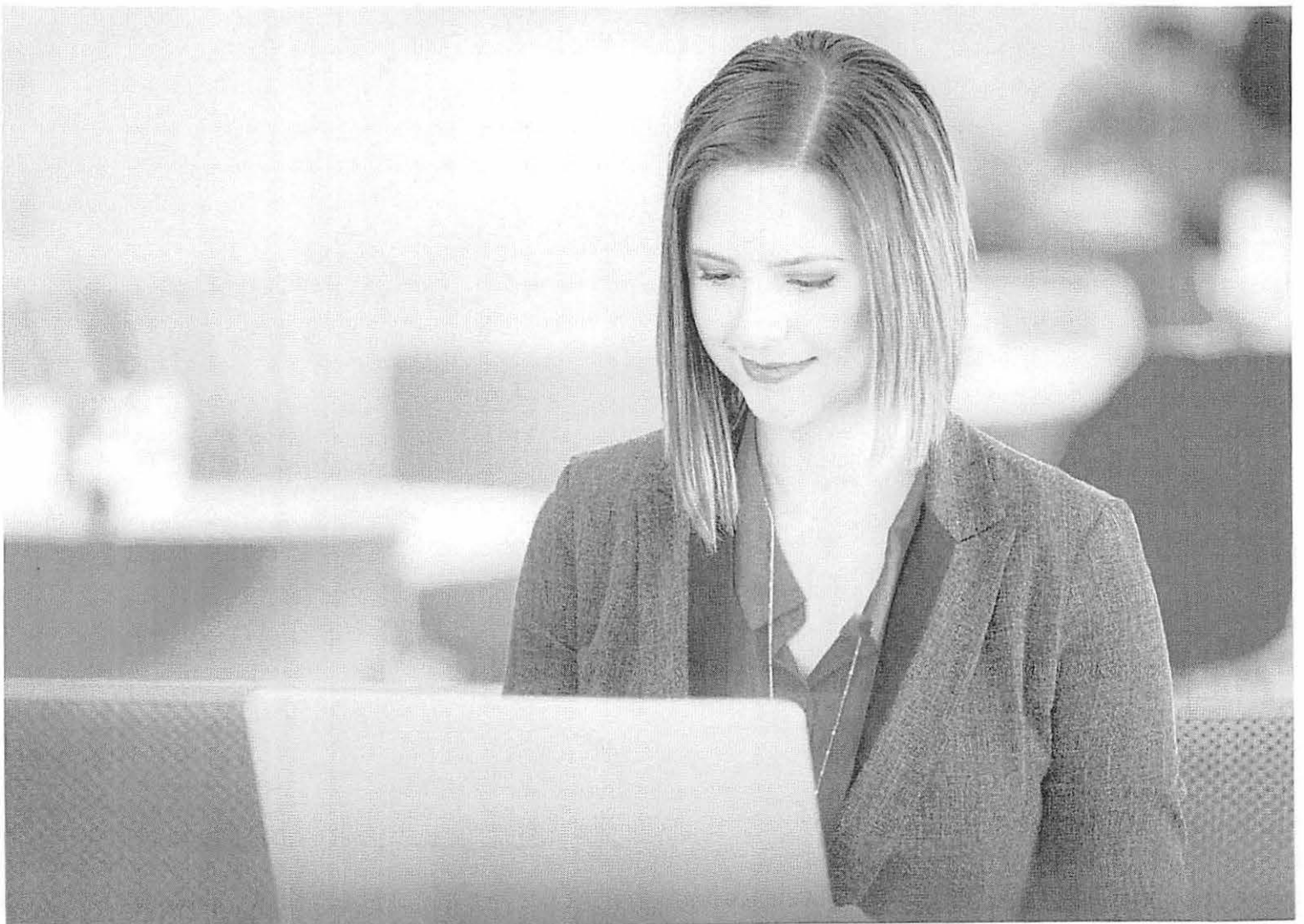
Enrollment Solutions

Ideal Enrollment Timeline

Enrollment Methods

Communication and Education Strategies

Online Enrollment Platform: AFenroll®



Enrollment Solutions

Benefits enrollments continue to evolve and change with the introduction of new technology solutions. These solutions bring challenges surrounding the education and communication of your employee's benefits. At American Fidelity, we have developed a way to take advantage of the enrollment solutions available without your employees losing the education needed to make their benefit decisions.

Ideal Enrollment Implementation Timeline

Planning is critical when conducting a successful benefits enrollment. That is why we set aside time prior to the enrollment so that we can gather information and timelines to meet your expectations. Your Account Manager will setup meetings to discuss enrollment requirements, enrollment expectations, and finish with a post enrollment review. Our goal is to make sure there are no surprises along the way.

Enrollment Methods

Finding the right balance between educating your employees on their benefits and allowing them to self-enroll can be difficult. Many employers try to provide as much education as possible but time and resources can get in the way.

At American Fidelity, we work with you to relieve the stress that often comes with your benefits enrollment period. We offer multiple ways to enroll so your employees can have opportunities for benefit education while also having a convenient enrollment experience. Enrollment methods include:

- in-person,
- by phone,
- and online self-enrollment.



In-Person Enrollment

Your benefits enrollment period is often filled with educating and answering questions from your employees. Finding the time to assist everyone can be a challenge. At American Fidelity, we focus on taking that burden off of you by providing a one-on-one, in-person enrollment experience for each employee. With our salaried account managers, we help educate and enroll your employees in all of their benefit options in a personal setting.

By Phone

We also offer another convenient one-on-one enrollment option by phone through the American Fidelity Benefit Enrollment Center. Employees can call a 1-800 number to discuss their benefits options with an experienced representative as well as complete their benefits enrollment.

Online Self-Enrollment

Often, after learning about the benefits being offered, employees will want to discuss with their families prior to beginning their enrollment. With our online enrollment system, AFenroll[®], your employees can enroll online when it is convenient for them. To preview the AFenroll[®] system, visit americanfidelity.com/howtoenroll.

Communication and Education Strategies

Communication and Education Strategies

Based on the enrollment method you select, we will customize a communications plan that may include the following strategies:

One-on-One Benefit Reviews

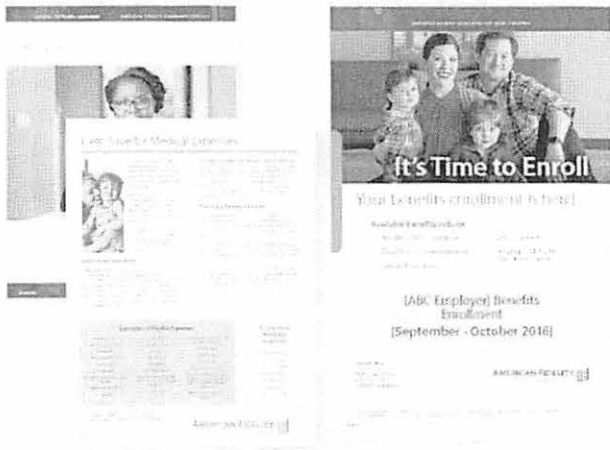
Our salaried account managers can provide one-on-one meetings with each of your employees to review your benefit options, evaluate their unique needs, and provide personalized benefit package recommendations.

Group Meetings

A more efficient enrollment means less time your employees are away from their work. We offer group meetings to educate employees and answer questions on their complete benefit offerings. When employees attend this meeting, they are more prepared going into their annual enrollment, often knowing exactly what benefits they will select.

Custom Enrollment Materials

To help educate and promote benefit offerings prior to enrollment, we also offer educational brochures, flyers, emails, and educational videos. American Fidelity will customize your educational materials to reflect your group's enrollment date, location, and benefit offerings.



Custom Benefits Site

We provide a custom benefits website to help your employees prepare for enrollment. This website gives your employees a single place to go to review all of their benefit offerings, including your medical, dental, and vision plans, and to get answers to common questions before enrolling.



Educational materials are also integrated within the custom benefits site, including:

- Educational videos about our insurance products and medical reimbursement accounts
- Section 125 Savings Calculator
- Health FSA Savings Calculator
- Customer Testimonials
- Educational Articles

View a sample at americanfidelity.com/ABCemployer.

Online Enrollment Platform: AFenroll®

AFenroll®

From your annual enrollment to year-round updates, the platform you use to manage these changes is a crucial part of the enrollment process.

AFenroll® is a complete web-based enrollment, communication, and administration platform that can assist with your entire benefit enrollment process. In addition, AFenroll® can support new hire enrollments and life status event changes year-round.



Full-Benefits Enrollment Platform

AFenroll® provides you and your employees a single platform for enrolling in all of your benefits, such as medical, dental, vision and group life. We can work with your health plan carriers to incorporate their application processes into our web-based platform.

Employer Features

- Electronic payroll deduction upload
- View employee enrollment status
- Employee benefit participation reports
- Administrative changes, including terminations, leaves of absence, retirements and more
- Electronic, historic record of employee data
- View employee beneficiary information at any time

Employee Features

- Accessible from any desktop or tablet browser
- Customized enrollment based on demographic information and hire date
- Enroll in all available benefits
- View benefit confirmation statements
- View benefit materials, brochures, videos, and summary plan descriptions
- Benefit calculators and Section 125 worksheets

Security

AFenroll® uses 256-bit encryption and Secure Socket Layer (SSL) for personal information transmitted over the Internet. In addition, each user has a unique ID and password that is used to authenticate access to the system, and any backups of the system are encrypted before they are transmitted off-site. Our enrollment technology is designed to support the customers and employer groups to whom we provide our insurance products.

When you partner with American Fidelity, you get complete enrollment support, along with our robust online platform. We do it all with our salaried, career account managers who can educate and enroll your employees in their benefits.



Customer Experience

Claims, Resources and Support
Employer Billing and Administration



Claims, Resources and Support

Claims, Resources and Support

Your employees expect quick service, knowledgeable staff, and dependable insurance coverage. At American Fidelity, we want to make it easy for your employees to file a claim, access account information, and get the support they need.

Easy Claim Filing

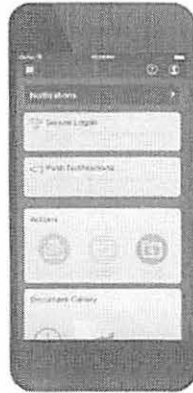
Participants can submit claims through a variety of options, including through our secure website, americanfidelity.com, utilizing our mobile app, or mailing or faxing a hard copy. Your dedicated account manager is also happy to meet with any employee needing claim support. For a complete video on claim filing instructions, visit americanfidelity.com/fileclaim.

New AFQuickClaims™ Processing

Diagnostic testing, wellness exams and health screening claims are now processed immediately. Policyholders may receive their benefit in as little as one day if enrolled in direct deposit.

Mobile Convenience

Our mobile applications, AFreimburse™ and AFmobile®, allow you to manage your reimbursement accounts and insurance benefits, all from the palm of your hand. Snap photos of claim documentation with your phone, easily view premium and benefit information, and more! Both apps are available to download free on the Apple App Store and Google Play Store.



americanfidelity.com

Our website offers secured account access and educational resources for your employees.

Features

- View and file claims through an online submission form
- Download and print insurance policies
- Utilize Section 125 & FSA calculators
- Find answers to F.A.Q.s
- Watch educational videos

Customer Support

We are available to assist from both our home office and through our local account managers. Our customer service team is available from 7:00 a.m. to 7:00 p.m. CST, Monday through Friday, and can be contacted through our toll free number or through our website's contact form. Our call center offers a call back feature. Instead of waiting on hold, participants may opt in for a call back without losing their place in the queue.

After hours, we offer the option to leave a voicemail and our customer service team will return the call the next business day. In addition, your employees have 24/7 access to our toll-free automated phone system where they may check their FSA balance.

Employer Billing and Administration

Employer Billing and Administration

We want to make managing your employees' benefits easy. That's why we created the Employer Online Service Center, where you can manage and reconcile your bill, view employee benefit information, update employee statuses, learn benefits management best practices through our employer blog, and more.

Billing and Reconciliation

The secure billing portal is a fast, easy, and secure way to reconcile your American Fidelity bill. The system allows bookkeepers to reconcile their flex and insurance bill entirely online, plus choose the payment method. This system helps eliminate paper bills and drastically cut the time it normally takes to reconcile.

Features include:

- View and print invoices
- Reconcile your bill
- Upload payroll register
- Change billing and payment preferences

Group Administration

Our employer Online Service Center is a secured employer portal that can be accessed in real-time. It offers a variety of tools and data to help with the administration of your benefit program.

Features include:

- Review or Terminate employees from your plan
- Update your organization's contact information
- Download sick pay reports
- Create and manage employer account logins
- Access employee election forms
- Upload census data
- Download Flex reports

The screenshot displays the American Fidelity Online Service Center interface. At the top, the logo for American Fidelity is shown with the tagline "a different opinion" and the text "ONLINE SERVICE CENTER". Navigation links for "Home", "Billing", and "Group Admin" are visible. The main content area is titled "Online Billing" and "Billing Main Page". It includes sections for "Default Preferences" and "Product Bills". A table of product bills is shown with columns for Invoice #, M/P Name, M/P No., Div ID, Payment Period, Premium Due, Status, Act of, Print, and Refresh.

Invoice #	M/P Name	M/P No.	Div ID	Payment Period	Premium Due	Status	Act of	Print	Refresh
4000201	CCUNATY*	00001	0001*	10/01/11 - 09/30/11	\$14,112.15	PAID	01/01/11		

EMPLOYER BENEFIT SOLUTIONS FOR THE PUBLIC SECTOR

Ready for a different opinion?

While you're busy serving your community, we'll take care of you. For more than 55 years, employers have turned to American Fidelity for employee benefits and administration they can trust. Maybe you should too? Consider American Fidelity for a different opinion.

AMERICAN FIDELITY

a different opinion



CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 59-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute an acceptance form and accept the liability insurance proposal dated June 30, 2019 from Cities and Villages Mutual Insurance Company.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: August 8, 2019

MEETING DATE: August 12, 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:

Res. No. 59-19-20 authorizes the City of Sheboygan to accept the liability insurance proposal dated June 30, 2019 from Cities and Villages Mutual Insurance Company (CVMIC) and agrees to continue its membership in CVMIC for policy years 2020, 2021 and 2022 based on the premiums for the current self-insured retention guaranteed by CVMIC for the said policy years.

STAFF COMMENTS:

The City of Sheboygan currently has Cities and Villages Mutual Insurance Company as the guarantee for the self-insurance retention.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 59-19-20 by Alderpersons Donohue and Bohren authorizing the execution of the Acceptance Form and accept liability insurance proposal dated June 30, 2019 from Cities and Villages Mutual Insurance Company.

ATTACHMENTS:

- I. Res. No. 59-19-20

Res. No. 59 - 19 - 20. By Alderpersons Donohue and Bohren. August 5, 2019.

A RESOLUTION authorizing the appropriate City officials to execute an Acceptance Form and accept the Liability Insurance Proposal dated June 30, 2019 from Cities and Villages Mutual Insurance Company ("CVMIC").

RESOLVED: That the City of Sheboygan accepts the Liability Insurance Proposal dated June 30, 2019, from CVMIC and agrees to continue its membership in CVMIC for policy years 2020, 2021, and 2022 based on the premiums for the Current Self-Insured Retention guaranteed by CVMIC for said policy years.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Acceptance Form, a copy of which is attached hereto and incorporated herein.

Thelma Nowlin

James A. Bohren

Finance & 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



City of Sheboygan
ANNUAL PREMIUMS
 Policy Years 2020, 2021, 2022

ATTACHMENT ONE

- **Coverage includes:**
 - General Liability
 - Auto Liability
 - Excess Liability
 - Public Officials Liability
 - Law Enforcement Liability

- **Self-Insured Retention ("SIR")** is available at several levels.

- **Limits of Liability:**
 - \$5,000,000 per occurrence excess of SIR.

- **Defense Costs are included in the SIR.**

ANNUAL PREMIUMS:

(SIR) Occurrence/Aggregate

	<u>Current SIR</u>	<u>Optional SIR</u>
	<u>Option 1</u>	<u>Option 2</u>
<u>Policy Year</u>		
2020	\$125,000	\$150,000
2021	\$102,671	\$98,564
2022	\$105,413	\$101,196
	\$107,521	\$103,220

NOTE: The premiums stated herein are based on an expected number of renewals and are subject to review, depending on the actual number of renewals. With that qualification, they are guaranteed for the three-year policy period 2020, 2021 and 2022.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 60-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute a Client Service Agreement between the City of Sheboygan and Grota Appraisals, LLC with regards to assessment services for the period January 1, 2020 through December 31, 2022.

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: August 2, 2019

MEETING DATE: August 12, 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:

Since 2016, Grota Appraisals, LLC has provided assessing services to the City of Sheboygan on a contract basis. The original contract was from 2016 – 2018. A one year extension to the contract was approved in October 2018.

Per the contract, Grota Appraisals, LLC utilizes a professional version of Market Drive PC assessment software to perform annual assessment functions and assign uniform and equitable assessments for all properties in the city. The city incurs no additional fees or expenses to use or maintain this version of the software and derives all benefits provided by the program. Per the contract, Grota Appraisals, LLC provides property information for display to the general public using the AssessorData.Org website.

STAFF COMMENTS:

City staff is recommending a new three year contract (2020 – 2022) for maintenance-related assessing services at an annual cost of \$290,000. The current annual contract cost is \$276,000.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 60-19-20 authorizing the appropriate City officials to execute a Client Service Agreement between the City of Sheboygan and Grota Appraisals, LLC with regards to assessment services for the period January 1, 2020 through December 31, 2022.

ATTACHMENTS:

- I. Res. No. 60-19-20

III

4.3

Res. No. 60 - 19 - 20. By Alderpersons Donohue and Bohren. August 5, 2019.

A RESOLUTION authorizing the appropriate City officials to execute a Client Service Agreement between the City of Sheboygan and Grota Appraisals, LLC with regard to assessment services for the period January 1, 2020 through December 31, 2022.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Client Service Agreement between the City of Sheboygan and Grota Appraisals, LLC, a copy of which is attached hereto and incorporated herein.

M. Lynn Newton
James A. Bohren

Finance & 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

**CLIENT SERVICE AGREEMENT
("AGREEMENT")**

THIS CLIENT SERVICE AGREEMENT made and entered into this _____ day of _____, 2019, by and between:

CITY OF SHEBOYGAN, a Wisconsin Municipal corporation in the State of Wisconsin, with its principal office located at 828 Center Ave. Sheboygan, WI 53081 and referred to in the Agreement as "CITY",

-and-

GROTA APPRAISALS, LLC, hereinafter called "GROTA", a limited liability corporation formed under the laws of the State of Wisconsin located at N88 W16573 Main Street, Menomonee Falls, WI 53051 and qualified to do business in the State of Wisconsin, herein after referred to as "GROTA,"

WITNESSETH

WHEREAS, the CITY wishes to enter into an Agreement for Assessment services from GROTA; and

WHEREAS, GROTA wishes to provide Assessment Services to the CITY.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions hereinafter contained and other good and valuable consideration the receipt and sufficiency thereof the parties hereby acknowledge, the parties agree as follows:

1.0 TERM AND TERMINATION

- 1.1 The term of this Agreement shall be from January 1, 2020 to December 31, 2022. GROTA shall have completed all work under this agreement, except for appearing at Board of Review and any subsequent appearances as per this agreement, on or before the completion date referred to in the Agreement. The date of completion may be extended, if necessary, under the terms of this Agreement and by mutual consent.
- 1.2 Either party may terminate this Agreement only with cause, cause being defined as default of the other party of terms of this Agreement upon sixty (60) days written notice to the other party. Upon termination by either party, GROTA shall deliver to CITY all records and materials in GROTA'S possession used or created during this Agreement. During the 60-day wind down period, both GROTA and CITY shall act in good faith with each other and cooperate in the orderly transfer of records.

- 2.0 INCORPORATED BY REFERENCE.** GROTA replied to a REQUEST FOR PROPOSAL for Assessment Services for the CITY dated September 25, 2015, hereinafter known as "RFP". The RFP dated September 25, 2015 and GROTA's Proposal Service Option #3 dated October 18, 2015 are by this reference incorporated herein as if set out in full. If there is a conflict between the RFP, GROTA's proposal and this Agreement, this Agreement is controlling. If this Agreement is silent on an issue that is covered by the RFP and GROTA's Proposal, the RFP is controlling. Where an issue or matter is covered only by GROTA's Proposal and does not conflict in any way with this Agreement or the RFP, then GROTA's proposal is controlling.
- 3.0 SERVICES TO BE PROVIDED** The prescribed duties of GROTA shall include, but not necessarily be limited to the following:
- 3.1 Conformance to statutes.** All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue (DOR).
- 3.2 Oath of Office.** GROTA shall be required to take and subscribe to an oath or affirmation supporting the Constitution of the United States and of the State of Wisconsin and to faithfully perform the duties of assessor. If GROTA is a corporation or partnership, the person(s) designated as responsible for the assessment shall comply with the above. The oath shall conform to sec. 19.01, Wis. Stats. and be filed with the municipal clerk prior to undertaking any of said duties.
- 3.3 Assessment manual.** GROTA shall make all assessments in accordance with the property assessment manual as specified in secs. 70.32 and 70.34, Wis. Stats.
- 3.4 Accurate parcel identification.** GROTA shall review all legal descriptions as listed in the assessment roll for imperfections to include, but not restricted to errors, incorrect acreages, omissions, overlap, or failure to close. In the event that such discrepancies exist, GROTA shall correct or cause the same to be corrected in conjunction with Sheboygan County.
- 3.5 Preparation of record cards.** GROTA shall prepare individual record cards or computer-generated data sheets for each parcel to be valued on forms currently approved by the DOR. If GROTA and/or municipality shall have reason to use forms not currently approved, such use shall be contingent upon DOR approval. Record cards shall be completed for each parcel, labels with the property owners name and address as provided in

sec. 70.17, Wis. Stats., and the following information as listed in the assessment roll: legal description of the property, parcel number and size of land parcel when available.

- 3.6 **Hours.** GROTA employee/s shall maintain regular office hours at the Sheboygan City Hall, 828 Center Ave. from 8:00 AM to 4:30 PM Monday through Friday, except on City-designated holidays. There will be additional hours for Open Book and prior to the Board of Review, as necessary.
- 3.7 **Clerical Duties.** GROTA shall be responsible all assessment related clerical duties including:
- Answering routine telephone calls and e-mails
 - Fulfill walk-in requests for assessment data
 - Assist in scheduling assessment-related appointments
 - Providing copies of all assessment-related open records requests
 - Preparing appointment mailers, stuffing envelopes and mailing all notices
 - Filing of all assessment property records cards and any other assessment-related records
 - All assessment data entry
- 3.8 **Office Space.** The CITY shall furnish adequate space at the Sheboygan City Hall at no cost to GROTA. Office space may include desks, tables, chairs, file cabinets, copier, including other office machinery and equipment, computers, IT support, sufficient remote connections for GROTA to access Market Drive and MS documents, heating, lighting, telephone and janitorial services.
- (1) In addition to City Hall office hours, GROTA will provide a local phone number for CITY officials and residents to contact GROTA during regular business hours, Monday through Friday, and shall return calls within twenty-four (24) hours.

3.9 Specific Services. GROTA shall

- (1) Field review and assess all properties that were under partial construction as of January 1st of the previous year.**
- (2) Field review and assess new construction as of January 1st of the current year.**
- (3) Perform interior inspections on all newly constructed homes, partially constructed homes from the previous year, any interior remodeling including kitchen, bath, basement remodeling and additions.**
- (4) Field visit and measure all properties with building permits for exterior remodeling and for detached buildings and decks, air conditioning and other miscellaneous permits as needed.**
- (5) Field review as deemed necessary sale properties and properties for which no building permit has been issued.**
- (6) Collect the name and address of each personal property contact person, separate from the business name. GROTA shall provide a doorage listing to the Director of Administration prior to open book review.**
- (7) Account for all buildings destroyed or demolished.**
- (8) Implement use value assessments of agricultural lands per specifications set forth by the Wisconsin Department of Revenue.**
- (9) Be responsible for determining whether an organization or individual meets the requirements for exemption in determining a property's tax exempt status.**
- (10) Process parcel subdivisions, lot line adjustments, new subdivision plats, certified survey maps and any other land divisions.**
- (11) Take digital photographs of new construction on or about January 1st annually.**
- (12) Maintain and annually update property owner lists, with current name and address changes.**

- (13) Post assessments to real estate transfer returns and record sale information to property record cards electronically.
- (14) Annually update all property owner record cards with new legal descriptions electronically.

4.0 NOTICE OF ASSESSMENT. GROTA shall mail Notice of Assessment to property owners and others as required by state statutes.

5.0 BOARD OF REVIEW. GROTA shall

- 5.1 Be responsible for preparing for the annual Board of Review hearing proceedings as required by State Statutes prior to June of each year. GROTA shall work with the City Clerk to arrange for the hearings. GROTA will attend the Board of Review hearings, serve as City staff at the hearings and defend GROTA's valuations and work products. GROTA will promptly and adequately follow up and respond to any appeals made at the Board of Review hearing, incorporating assessment modifications as approved.
- 5.2 Update the CITY'S assessment computer records within fourteen (14) days of the final adjournment of the Board of Review.
- 5.3 Be responsible for providing the Wisconsin Department of Revenue with final reports as required by the DOR.
- 5.4 Value all mobile homes and all boathouses as required by law.
- 5.5 Coordinate with the Sheboygan County Real Property Listing office to facilitate the digital and manual transfer of data and values.
- 5.6 Provide a website that will be linked to the CITY'S website to place the computer property assessment records on the web for access to the public.
- 5.7 Update market values on City owned land and public buildings upon request of the City. Said information obtained shall be used for insurance purposes, depreciation and to establish lease values.
- 5.8 Perform all other duties incidental to the normal duties of the Assessor.

6.0 MEETING REQUIREMENTS

- 6.1** Upon reasonable prior notice, the Project Manager shall upon the request of the City Administrator, Department Head, or City Council attend City Council meetings that average two (2) hours per month or other prescribed meetings upon reasonable notice.
- 6.2** GROTA agrees to meet monthly or upon request, with the City Administrator and/or the City Council to discuss areas of work such as, but not limited to progress, procedures, valuations, and problems.
- 6.3** If a DOR-ordered assessment or reassessment occurs, GROTA agrees to meet with the DOR upon request.

7.0 APPROACHES TO VALUE. GROTA shall consider the cost, market, and income approaches in the valuation of all vacant and improved parcels of property by computer assisted means.

- 7.1** GROTA shall collect and analyze all available sales data for the CITY in order to become familiar with prevailing market conditions, market activity, and specific transactions which may be utilized in determining the market value of properties throughout the CITY. Data gathered shall either be noted on the property record cards, or contained within supplements to the records (e.g. copies of real estate transfer returns, leases, computer-generated data sheets, etc.). All data so gathered shall become and remain the property of the CITY.
- 7.2** Sales analysis shall include sales identified on an appropriate map (section, subdivision, etc.), analysis and verification for time adjustments, neighborhood boundaries and descriptions and other (agricultural) improvements. It may be necessary, as part of the analysis, to field visit a sale and measure and list the improvements of the properties that have sold using computer-assisted means.
- 7.3** In valuing income producing properties, where appropriate, GROTA shall collect information from owners, tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include economic rents for each type of property, typical vacancy rates, and typical operation expense ratios. All data shall be properly documented and adequate records shall be prepared for each parcel showing the determination of value by the income approach.

- 8.0 IMPROVEMENTS - DATA COLLECTION.** GROTA shall accurately measure to the nearest foot all improvements and prepare a complete outline sketch to scale (top view) of the major buildings showing all additions, porches, and appendages with dimensions and necessary identifications on the property record cards.
- 8.1** GROTA shall photograph all residences, and all major commercial improvements and all major buildings on agricultural land classified as other while performing onsite inspections.
- 8.2** GROTA shall inspect the interior of a minimum of 90% of the major buildings of each class of improvements, noting both the interior and exterior features on the proper record card to provide an accurate and complete listing for each improvement. The actual number of improvements to be inspected for each class shall be determined by applying the above percentage to the final improvement count for each respective class. This applies to a revaluation where interior inspections are required.
- 8.3** In those instances where a minimum inspection of 90% is unattainable due to the nature of the properties to be valued and the time of the year, an alternate minimum shall be so specified in the addenda of the standard Agreement, such minimum to be established by the CITY. This applies to a revaluation where interior inspections are required.
- 8.4** In those instances where a minimum inspection of 90% of the major buildings of each class of improvements is not considered adequate, an alternate minimum shall be specified in the addenda of the standard Agreement. This applies to a revaluation where interior inspections are required.
- 8.5** The date of inspection or listing of all major buildings shall be indicated on the record cards.
- 8.6** Upon failure to gain entrance to a major building after reasonable attempt, GROTA shall attempt to contact the property owner or occupant by ordinary mail to arrange an appointment for the purpose of viewing and listing the interior.
- 8.7** If GROTA's request to list a major building is refused by the owner or occupant, GROTA shall make a request by registered mail to inspect the building; such written request shall state the purpose of the inspection, the desired time of inspection and shall advise the owner or occupant that their refusal shall constitute a loss of appeal of the assessment to the local

board of review and further appeal avenues; should the requests to inspect major buildings be denied, GROTA shall list and value the improvements according to the best information practicably obtainable.

- 9.0 IMPROVEMENT VALUATION - COST APPROACH.** GROTA shall value improvements in accordance with *Wisconsin Property Assessment Manual*, using generally acceptable appraisal practices and cost manuals and computer-generated costs.
- 9.1 In using the cost approach for residential improvements, the prescribed form or computer generated data sheet, or its equivalent as approved by the DOR, shall be used in determining replacement costs. The property record card shall be completed as recommended for use with Volume 2 or other cost manual, with proper base costs selected as appropriate for each improvement and adjusted base building costs.
- 9.2 In using the cost approach for other (agricultural) outbuildings, the current replacement costs should be determined for all buildings. Buildings in poor condition having little or no value shall be physically described and listed as having "no value" or given an appropriate sound physical value.
- 9.3 In using the cost approach for commercial improvements, or a computer-generated calculator, proper base costs shall be selected as appropriate and adjusted to adequately reflect variations from base building costs.
- 9.4 Current local modifiers and costs appearing in the approved cost calculator shall be adjusted where necessary and documented by an analysis of local construction costs and market sales data.
- 9.5 All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence, must be accurately documented by the market and deducted from current replacement costs.
- 9.6 All improvements shall be valued at market value as of January 1.
- 9.7 **Data collection – land.** GROTA shall gather and note on the property record card or computer-generated data sheet for each parcel information including, but not limited to size, area, frontage, width, depth, shape, topography, productivity, site improvements, utilities, access, zoning and location.
- (1) GROTA shall collect data concerning sales of land and sales of improved parcels which may indicate the residual value of land. From these and other sources the appraiser shall become familiar

with land values throughout the CITY.

- 10.0 VALUATION - LAND.** Unit value ranges per acre for each grade of fallow agricultural land, agricultural forest land, undeveloped forest land, and productive forest land shall be determined from an analysis of sales and other available market data. Agricultural forest land and undeveloped land values shall be adjusted to 50% of full market value, per sec. 70.32(4), Wis. Stats. Soil surveys, where available, shall be used in the classification of land. Agricultural land shall be valued according to use, per sec. 70.32, Wis. Stats. In the analysis of sales, work forms shall be prepared for recording data on each sale analyzed and for correlating price data from the sales for the various classes of land and noting if land qualifies for use value or is fallow. Such forms shall be left with the CITY.
- 10.1** Aerial photographs shall also be used in the evaluation and classification of agricultural, swamp and forest lands. GIS layers, where available, should be provided, showing ownership lines and acreage. The minimum acceptable product under this specification shall be the most recent aerial photographs available from the county, along with soil classification and grading lists and a listing of the unit values used (usevalue units for class 4 lands, market value units for fallow tillable and idle pasture, class 5, class 6 and class 7 lands). Aerial photographs shall be supplied, where necessary, by the City thru our GIS system, and shall be left with the CITY, along with classification and unit values documentation.
- 10.2** Basic unit values shall be determined for residential and commercial lands from an analysis of sales, rents, leases, and other available market data. In the analysis of market data, adequate records shall be prepared showing data collected and unit value determinations. Such records shall be left with the CITY.
- 10.3** Having determined basic unit values GROTA shall apply such to each parcel, making adjustments to account for the particular characteristics of the parcel. Land computations shall be properly shown for each parcel on the property record cards, or computer-generated data sheets.
- 10.4** For residential and commercial lands, maps and schedules shall be prepared indicating unit values used: e.g. by neighborhoods, and locations thereof to be left with the CITY.
- 10.5** A copy of all charts, schedules and tables, not previously referred to, including depth factor tables used in the valuation of land shall be left with the CITY.

- 11.0 VALUATION, ASSESSMENT OF TAXABLE PERSONAL PROPERTY.**
Taxable personal property shall be valued and assessed by the statutory assessor in compliance with Chapter 70, Wisconsin Statutes and with recommended procedures in Volume 1 of the *Wisconsin Property Assessment Manual*.
- 11.1 The assessor shall compile an updated list of all personal property accounts in the CITY.
- 11.2 To aid in determining the amount and value of personal property used in the production of income, the assessor shall require such property owners to furnish information on personal property forms as to the value of personal property owned by them or in their possession as provided in sec. 70.35, Wis. Stats. Such forms shall be mailed or delivered to property owners by the assessor. Completed forms received by the assessor shall be verified for accuracy in content and checked for arithmetic and procedural errors. In the absence of a completed form, the assessor shall field check the account, along with any other questionable accounts.
- 11.3 The assessor shall be responsible for collecting all other required information in regard to personal property, determining values on assessable personal property not used for production of income, including the value of exempt computers and completing all necessary forms in relation thereto. GROTA will be diligent in discovering and assessing all personal property. GROTA will field visit all personal property accounts annually to discover new accounts and account for business that may have closed prior to the assessment year. GROTA will cross reference personal property account with the corresponding real property and parcel number.
- 11.4 All forms used in the valuation of personal property shall be approved by DOR and shall be left with the CITY.
- 12.0 FINAL FIELD REVIEW.** Prior to Open Book, GROTA shall make a final field review. Each parcel shall be reviewed at the property location. In the final review process, the indicated value of the structure and the indicated value of the land shall be compared against sales information concerning the same parcel or comparable parcels. For income producing properties where a determination of value has been made via the income approach, this value shall also be reviewed to make the proper correlation of values between the cost, market and income approaches. The review shall cover each parcel so as to eliminate errors in computations that may have occurred, to insure uniformity in record card and form completion by various personnel, to verify building classification and depreciation estimates regarding physical, functional and

economic obsolescence, and to be sure that all lands and improvements are properly accounted for. This applies to when a revaluation is performed.

- 13.0 OPEN BOOK.** Upon completion of the assessment process outlined above, but prior to the completion of the assessment rolls, GROTA shall hold Open Book appointments for the purpose of enabling property owners or their agents to review and compare the assessed values.
- 13.1** The CITY shall designate the place for Open Book with both the Director of Administration and appraiser mutually agreeing upon the date(s) and hours. Open Book shall include evening hours in the year a revaluation is performed.
- 13.2** GROTA shall conduct Open Book in accordance with Wisconsin State Statutes. GROTA shall prepare a written statement regarding Open Book dates, times, and instructions on how to set up an appointment for an Open Book, at least fifteen (15) days prior to the first Open Book. GROTA shall notify the local press for publication prior to the Open Book.
- 13.3** GROTA shall send a notice by first class mail to each property owner at the last known mailing address. The notice form used shall be the same form prescribed by the Department of Revenue for notice required under sec. 70.365, Wis. Stats. GROTA shall also indicate on the notice, or attach to the notice, the time, date, and place the Open Book will be held. Expenses related to the notices, excluding form supply, but including preparation of the forms and postage, shall be paid by GROTA.
- 13.4** Open Book shall be held within the completion date specified in the Agreement. In the event the CITY requests that Open Book be held at a date beyond the Agreement completion date, and provided GROTA agrees to such, the Agreement shall be extended commensurate with the lapse of days between the originally Agreement completion date, and the revised date for Open Book. Such extension shall be in writing and signed by both the CITY and GROTA.
- 14.0 COMPLETION OF ASSESSMENT ROLL.** GROTA shall be responsible for the proper completion of assessment rolls according to current statutes. GROTA shall where necessary enter into said rolls all newly established assessments, both real and personal, and the names of those to whom personal property is assessable; each roll shall also be totaled to exact balance by GROTA. For computer prepared assessment rolls, it shall be sufficient for GROTA to provide a list of all assessments at market value in the format required for data entry.

14.1 Final assessment figures for each property shall be provided by GROTA to Sheboygan County on the County's forms, and the roll shall be totaled to exact balance between the County and GROTA. GROTA shall prepare and submit the Municipal Assessment Report (MAR) and the TID Assessment Reports to the Department of Revenue in a timely manner.

15.0 **BOARD OF REVIEW: SUBSEQUENT APPEARANCES.** GROTA and/or responsible member(s) of GROTA's staff shall attend all meetings of the Board of Review to explain and defend the assessed values and be prepared to testify under oath in regard to such values.

15.1 In the event of appeal to the DOR or to the courts, it is agreed that the appraiser and/or qualified representative(s) shall be available upon written request from the CITY to furnish testimony in defense of the values established by the revaluation in all cases which might arise.

GENERAL AGREEMENTS

16.0 **PERSONNEL/EMPLOYMENT.** All personnel providing services shall be currently certified in compliance with secs. 70.055 and 73.09, Wis. Stats. and the administrative rules prescribed by the DOR.

16.1 GROTA shall review any complaint relative to the conduct of his employee(s). If CITY deems the performance of any of GROTA's employees to be unsatisfactory, GROTA shall, for good cause, remove such employee(s) from work upon written request from the City Administrator, such request stating reasons for removal.

16.2 GROTA shall designate a Project Manager qualified and responsible employee to supervise the operation of GROTA's staff for the entire Agreement period. The individual shall be certified at a minimum as an Assessor II. The individual designated as such shall be available to the CITY for the entire Agreement. Should the Project Manager be reassigned, that person shall be replaced by an equally qualified individual, subject to review and approval of the CITY.

16.3 The designated **Project Manager** for the CITY will be Michael L. Grotz. The Project Manager shall report to and be accountable to the CITY'S City Administrator or his/her designee. The Project Manager shall meet with the City Administrator on a regular (monthly) basis to discuss the progress of the work and to review the data and the reports completed.

- 16.4 **Confidential.** GROTA shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this Agreement.
- 16.5 GROTA shall comply with all the applicable provision of Federal and Wisconsin laws, rules and regulations regarding employment and shall further specifically comply with those sections related to Equal Employment Opportunity.
- 16.6 GROTA is expected to present a positive, professional image in both dress and conduct while interfacing with City staff and the public.
- 16.7 All assessment personnel shall carry proper photo identification to assure the public of their identity and purpose for gaining access to private property.
- 16.8 GROTA will provide and update the CITY with a listing of all personnel assigned. All personnel shall be approved and copies of each employee's certificate shall be supplied to the City Administrator within 30 days of assignment to the CITY.
- 16.9 GROTA has verbally confirmed that the two (2) former CITY employees in the assessment office, Darcie Beernink as a full-time certified assessment Technician and Rae Ann Schmitz as a full-time certified Assessor both will remain part of the GROTA team as staff members working primarily in the Sheboygan City assessment office.
- 17.0 **INSURANCE.** GROTA shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of GROTA, his agents and employees in the execution of work. Certificates of Insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the CITY. Limits of liability shall not be less than:

Worker's Compensation - Statutory

Bodily Injury:

Per Person \$ 100,000
Per Occurrence \$ 300,000

Comprehensive Auto Liability Including: Non-Ownership Coverage:

Comprehensive general liability, including personal injury and blanket contractual liability in the amount of \$1,000,000 per occurrence, combined single limit.

Comprehensive auto liability, including property damage and non-ownership coverage in the amount of \$1,000,000 per occurrence, combined single limit.

- 18.0 INSURANCE - VALUABLE PAPER.** GROTA agrees to carry proper and sufficient insurance to cover loss of municipality's records withdrawn from municipality for appraiser's use as well as appraiser's records in process under this agreement that are in the possession of GROTA.
- 19.0 PUBLIC RELATIONS.** During the course of the revaluation GROTA shall carry on a suitable program of public information in a manner dictated by experience to be the most effective and productive and of such a nature in which to allow the CITY to actively participate. The CITY shall aid GROTA with a reasonable promotion of public information concerning the work under this agreement.
- 20.0 CITY ADMINISTRATOR TO BE INFORMED.** Appraiser shall make a reasonable explanation to the City Administrator or his/her designee throughout the revaluation in the use of procedures, standards, and records used for making property appraisals.
- 21.0 INFORMATION TO THE DEPARTMENT OF REVENUE.** GROTA shall complete and submit to the Supervisor of Equalization:
- 21.1** The Municipal Assessment Report when the revaluation is completed or upon completion of the assessment roll(s). If work is in progress on the second Monday in May, a tentative report shall be submitted on the status of the real estate and personal property existing as of January 1. The tentative report shall be submitted by the second Monday in June. The report shall provide the following information relating to real estate: increases in valuation due to annexations, new construction, property formerly exempt and now assessed, losses in value due to annexation, demolitions, and property becoming exempt and shifts in class. For personal property the report shall provide information on estimated values of all personal property by class. A completed final Municipal Assessment Report shall be filed at the end of the revaluation in addition to this tentative report. If reports were estimated, the final reports must be submitted to both the CITY and DOR within seven (7) days after

completion of the board of review.

- 21.2 A list showing the value of any buildings on leased land and whether they are assessed as real estate or personal property, as well as the use and occupancy of each. Such list shall be submitted to the CITY upon completion of the assessment roll(s).
- 22.0 **INDEMNITY.** GROTA shall indemnify, save, and hold harmless the CITY and all of its officers, agents, and employees, from any and all claims for losses, injuries, damages and liability to persons or property occasioned wholly or in part by the acts or omissions of GROTA, his agents, officers, employees, guests, patrons, or any person or persons admitted to said premises while said premises are used by or under the control of GROTA. Indemnity shall apply to situations or circumstances where current Wisconsin State Statutes may not fully make correction.
- 22.1 GROTA shall not have started work under this Agreement until GROTA has, or will have obtained all insurance required under this Agreement within 15 days after acceptance of this contract by both parties. A certificate of insurance shall accompany the signed Agreement and shall be filed with the City Clerk as proof of such insurance, which shall not be cancelled without thirty (30) days written notice to the insured and the CITY. All insurance premiums shall be the obligation of and shall be paid by GROTA.
- 22.2 GROTA shall maintain insurance coverage to protect against claims, demands, actions and causes of action arising from any act, error or omission of GROTA, their agents and employees in the execution of work. Further, GROTA shall be responsible for any and all of their agents while performing acts under the terms of this Agreement. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the CITY, listing the CITY as an additional insured.
- 23.0 **OWNERSHIP OF DATA.** All assessment files and records created and data collected by GROTA shall remain the property of the CITY. Records shall not be removed from CITY premises without the written permission of the CITY.
- 24.0 **LOSS OF RECORDS.** GROTA agrees to carry proper and sufficient insurance to cover loss of the CITY'S records, as well as GROTA's records in process under this Agreement that are in the possession of GROTA. GROTA shall not be responsible for loss of records accidentally destroyed by fire, theft, or Act of God while kept in office space supplied by the CITY.

25.0 ASSESSMENT RECORDS.

- 25.1 The CITY shall allow access by GROTA to City records including, but not limited to, prior assessment rolls, sewer and water layouts, building permits, tax records, building plans, records of special assessments, plats or any other maps and property files at no cost.
- 25.2 The CITY shall furnish the name and correct address of the owner and block and lot number size or other identifying description of each parcel to be appraised.
- 25.3 The CITY shall furnish the name and correct address, if know, to GROTA for notices to be sent for changes in assessed values.

26.0 COMPENSATION. Payments will be made based on the annual and revaluation work performed. GROTA will invoice the CITY as work is performed. Payments will be based on work performed and the annual payment schedule shown below:

\$290,000 - 2020.

\$290,000 - 2021.

\$290,000 - 2022.

- 26.1 **Compensation upon effort.** The compensation is based upon the effort required to complete the work under this agreement in an acceptable manner, and not upon the whole value or any part of the value of CITY.
- 26.2 **Method and terms of payment for this Agreement.** Payment for services rendered under the Agreement shall be on a monthly basis. The monthly statements shall reflect the percentage of work completed less ten percent (15%) retainage by the CITY. The prior year's retainage shall be paid on or before January 31 of the following year. (ie. 2020 retainage of \$43,500 would be paid by January 31, 2021)
- 26.3 All statements shall be submitted to the Director of Administration on the first day of each month for services performed the preceding month. After review and procuring any needed corrections therein, the Director of Administration shall endorse his/her approval and promptly pay such statements.
- 26.4 All compensation paid to GROTA shall be by check mailed to the address indicated in the Agreement.

27.0 CITY-WIDE REVALUATION:

Scope of Service and Price to be determined

27.1 In 2023 or future year, the CITY may choose, or be required to perform a City-wide revaluation to achieve uniform and equitable assessments and compliance with 70.05 of the Wisconsin Statutes.

27.2 Costs would be all inclusive, no additional charges for extra time, effort, additional parcels, annexation, office supplies, printing and mailing for the performance of the Agreement are included.

28.0 BOND. The awarding of this agreement is not contingent upon the proper filing of a 100% performance bond or letter of credit by GROTA.

28.1 As the CITY has not in past assessment service contracts required a performance bond, or bank letter of credit, and in consideration that progress billing, and a retainage of 15% held until the following year, and all work will have been completed in the first half of each year, Board of Review will have been adjourned sine die and subsequent appeals periods timed. **Note – for explanation purposes - essentially the BOR will have been completed by the end of July each year, at which time the current years assessment roll would be 100% finished, GROTA through progress billing would have only been compensated for 50.0% of the yearly total. The CITY would have more than adequate funds available should GROTA have not completed the required functions of the assessment office. Further protection such as a performance bond or letter of credit would never come into play as sufficient funds will have existed to correct any un-completed functions.**

29.0 TURN OVER OF RECORDS. Within 14 days of the final adjournment of the board of review, GROTA shall turn over to CITY:

- (a) all records prepared for the revaluation including, but not limited to property record cards, personal property forms, maps and any other schedules or forms; and
- (b) all records and materials obtained from the municipality and not previously returned to include maps and assessor's records; and
- (c) materials specifically obtained and/or used for the performance of assessment work for CITY under Agreement to include aerial photos, maps, depth factor tables, copies of leases and copies of real estate transfer returns; and

- (d) if the CITY'S assessment system is computerized, at a minimum, provide that the software be able to create an exportable text file of the data. This text file shall then be left with CITY, along with a field definition file to describe the various data fields in the text file.

- 30.0 **INDEPENDENT CONTRACTOR.** GROTA is not permitted to assign, subcontract or transfer the work without the written permission of the CITY.
- 31.0 **CONFLICT OF INTEREST.** GROTA covenants that it has not public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services. GROTA warrants that no part of the total Agreement amount proceed herein shall be paid directly or indirectly to any officer or employee of the CITY as wages, compensation, or gifts in exchange for acting as office, agent, employee, subcontractor, or consultant to GROTA in connection with any work contemplated or performed relative to this Agreement.
- 32.0 **GOVERNING LAWS.** This Agreement shall be interpreted under the laws of the State of Wisconsin, as it existed and was interpreted on the date of this Agreement.
- 33.0 **ENTIRE AGREEMENT.** This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this Agreement, by a duly authorized officer of GROTA and by a duly authorized office of the CITY.
- 34.0 **SEVERABILITY.** If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed as if not contained in the provision, and the rights and obligation of the parties shall be construed and enforce accordingly, provided same is not of a material nature and does not substantially affect the work performed or the cost.
- 35.0 **SOVEREIGN IMMUNITY.** The CITY is a governmental entity entitled to governmental immunity under law, including Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all of the immunities, limitations and defenses under Section 893.80, Wis. Stats., or any subsequent amendments thereof, any federal law, common law or other applicable laws.

36.0 NOTICES. Whenever in the Agreement it shall be required or permitted that notice shall be given, such notices shall be forwarded by certified mail, return receipt requested, and addressed as follows:

To City:

City Clerk
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

To GROTA APPRAISALS, LLC:

Grota Appraisals, LLC
N88 W16573 Main Street
Menomonee Falls, WI 53051

or to such other place as the parties may designate in writing. Notice given in accordance with these provisions shall be deemed given one day after deposited by the sender, postage prepaid, certified mail, return receipt requested.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____ day of _____, 2019.

GROTA APPRAISALS, LLC

BY: _____
Michael L. Grota
Member, Grota Appraisals, LLC

BY: _____
CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

III

4.4

Res. No. 61 - 19 - 20. By Alderpersons Donohue and Bohren. August 5, 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 Village 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.

Richard Novak
James A. Bohren

Finance + 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

**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. SHEBOYGAN FALLS agrees to make quarterly

payments in four equal amounts 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.

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 2019 is \$35,178. 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 20th DAY OF June, 2018.

CITY OF SHEBOYGAN FALLS

CITY OF SHEBOYGAN

BY: Shad Tenpas

BY: _____

Name: Shad Tenpas

Name: _____

Title: City Administrator

Title: _____

ATTEST:

ATTEST:

Alyssa Walford

Name: Alyssa Walford

Name: _____

Title: City Clerk

Title: _____

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 62-19-20 by Alderpersons Donohue and Bohren, authorizing modifications to the 2020 health and dental insurance premium rates.

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

REPORT DATE: July 25, 2019

MEETING DATE: August 12, 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:

This document identifies the premium rates and employee contributions for medical and dental insurance program participants for calendar year 2020, as well as contribution levels for medical insurance opt-out, and costs associated with covering a spouse on the plan who works full-time and has health insurance available.

STAFF COMMENTS:

The current trend for medical care inflation is approximately 8-10 percent. The City of Sheboygan health insurance program participants have supported wellness initiatives, limiting the increase to a recommendation of 5 percent for 2020. The costs associated with dental care have also increased resulting in a recommended 5 percent increase to premiums. With the Health Insurance Fund's reserve balance of less than \$4 million dollars at the end of calendar year 2019 (by ordinance, a minimum balance of \$3 million dollars is recommended). No contributions to employee's Health Savings Accounts (HSA) are recommended in 2020, and no plan design changes are recommended for either dental or health insurance.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 62-19-20 with changes to 2020 health and dental insurance programs.

ATTACHMENTS:

- I. Res. No. 62-19-20

III

4.5

Res. No. 62 - 19 - 20. By Alderpersons Donohue and Bohren. August 5, 2019.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2020 coverage and establishing the monthly premium equivalent rates effective for January 2020 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2020 are hereby adopted:

A) Effective January 1, 2020, all eligible employees and retirees have a qualified High Deductible Health Plan ("HDHP") which requires the deductible to be met first by one or more members on the Plan. The Plan has a deductible of \$1500 for single coverage and a \$3000 deductible for all other coverage. Once the deductible is met, co-pays and/or co-insurance may apply. Certain preventive services are covered at 100%, including certain preventive medications which automatically apply to a co-pay schedule. In 2020, in-network co-insurance will be covered at 90% after the deductible is met. In addition, the medical out-of-pocket maximum per individual is \$3,000.

1) 2020 Health Insurance Monthly Premiums Rates

Coverage

Single	\$856.78
Employee w/spouse	\$1,624.68
Employee w/children	\$1,469.94
Family	\$2,256.42

a. The monthly employee premium equivalent rates for full-time employees shall be:

Coverage

Single	\$171.36
Employee w/spouse	\$324.94
Employee w/children	\$293.99
Family	\$451.28

Finance & Personnel

- b. The monthly employee premium equivalent rates for full-time employees who participate in the Health Risk Appraisal shall be:

<u>Coverage</u>	
Single	\$128.52
Employee w/spouse	\$243.70
Employee w/children	\$220.49
Family	\$338.46

- c. The monthly employee premium equivalent rates for full-time employees who participate in the Health Risk Appraisal and achieve 1100 Wellness points during the preceding Wellness Plan Year (September 1 - August 31 of the previous year) shall be:

<u>Coverage</u>	
Single	\$ 69.66
Employee w/spouse	\$132.10
Employee w/children	\$119.52
Family	\$183.46

- d. The monthly employee premium equivalent rates for part-time, eligible employees shall be:

<u>Coverage</u>	
Single	\$444.72
Employee w/spouse	\$843.28
Employee w/children	\$762.98
Family	\$1,171.20

- e. New employees, those not previously eligible for health insurance, and those not previously participating in the City of Sheboygan Health Insurance Plan will receive the rates listed in subsection (c) above for the 2020 plan year (and the associated rates for the 2021 plan year) in order to allow the employee the necessary time to participate in the Wellness Plan Year, which runs from September 1 to August 31.

- 2) Except in the case of a collective bargaining agreement that states otherwise, the City will not provide funding to the Health Savings Accounts ("HSA") of employees. If contributions are identified in a bargaining contract, the following applies:
 - a. Funding will occur based on contract language, following federal guidelines (no funding for those on a government-issued health insurance, for example).
 - b. Employees/retirees are responsible for notifying the Human Resources Department if the employee/ retiree is or will be an active participant of a secondary government-issued health insurance, such as Medicare or Tricare, as of January 1 of the Plan year. Following IRS guidelines, neither the City nor the employee may contribute to a HSA account if the employee is also participating in the government plan.
- 3) A spousal surcharge is applied to employees who cover their spouse on the City's Medical Benefit Plan when that spouse works full-time and is eligible for insurance through their employer but chooses to remain on the City's insurance. The spousal surcharge is \$100 per month (\$50 charged during the first two payrolls of each month).
- 4) Eligible full-time employees who waive or drop coverage will be eligible for an opt-out bonus, with a maximum yearly benefit of \$1,200. This amount would be paid directly to the employee in the last quarter of the calendar year for any month the full-time eligible employee is not on the Medical Benefit Plan.

BE IT FURTHER RESOLVED: That effective January 1, 2020, all qualified employees will have a Dental Benefit Plan available. This plan has a \$25 deductible per participant and a maximum \$1,500 benefit per year per participant. Effective for January 2020 coverage and thereafter the monthly premium equivalent rates for the City of Sheboygan Dental Plan for active employees are hereby adopted:

2020 Dental Insurance Monthly Premiums Rates

<u>Coverage</u>	
Single	\$ 47.52
Employee w/children	\$107.14
Employee w/spouse	\$ 95.88
Family	\$157.42

1. The monthly employee premium equivalent rates for full-time employees shall be:

<u>Coverage</u>	
Single	\$ 7.14
Employee w/children	\$ 16.08
Employee w/spouse	\$ 14.38
Family	\$ 23.62

2. The monthly employee premium equivalent rates for part-time employees shall be:

<u>Coverage</u>	
Single	\$ 23.76
Employee w/children	\$ 47.94
Employee w/spouse	\$ 53.58
Family	\$ 78.72

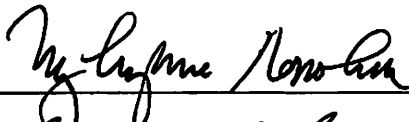
BE IT FURTHER RESOLVED: That effective for January 2020 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees not on Medicare shall be:

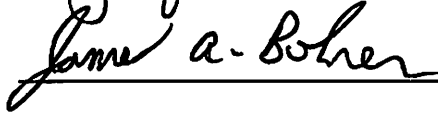
<u>Coverage</u>	
Single	\$ 856.78
Retiree w/spouse	\$1,624.68
Retiree w/children	\$1,469.94
Retiree w/family	\$2,256.42

BE IT FURTHER RESOLVED: That effective for January 2020 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees on Medicare shall be:

<u>Coverage</u>	
Medicare/Single	\$ 720.88
Medicare/1	\$1,577.66
Medicare/2	\$1,441.75

BE IT FURTHER RESOLVED: That said changes and rates shall not supercede the provisions contained within any applicable collective bargaining agreements.





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. 63-19-20 by Alderpersons Donohue and Bohren authorizing a transfer of appropriations in the 2019 Budget.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: August 7, 2019

MEETING DATE: August 12, 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:

Res. No. 63-19-20 requests a transfer of appropriations in the 2019 Budget for the purpose of establishing estimated revenue and appropriation for purchasing trees related to the City tree planting project related to ash tree replacement.

STAFF COMMENTS:

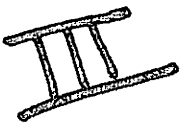
WI State Statutes require no funds may be expended and no liabilities incurred by the City or any department unless authorized. The request for transfer is from the Capital Projects Fund Contributions.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 63-19-20 by Alderpersons Donohue and Bohren authorizing a transfer of appropriations in the 2019 Budget.

ATTACHMENTS:

- I. Res. No. 63-19-20



Res. No. 63 - 19 - 20. By Alderpersons Donohue and Bohren. August 5, 2019.

A RESOLUTION to authorize a transfer of appropriations in the 2019 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2019 Budget for the purpose of:

Establishing estimated revenue and appropriation for purchasing trees related to the Sheboygan tree planting project to replace ash trees:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Projects Fund Contributions 40053000-467101	Capital Projects Fund Improvements Other Than Buildings 40053000-631100	\$20,000

Lyne Nowlin
James A. Bohren

Finance + 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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 67-19-20 by Alderpersons Donohue and Bohren authorizing a transfer of appropriations in the 2019 Budget.

REPORT PREPARED BY: Marty Halverson, Finance Director

REPORT DATE: August 7, 2019

MEETING DATE: August 12, 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:

Res. No. 67-19-20 requests a transfer of appropriations in the 2019 Budget for the purpose of establishing appropriations for unbudgeted expenditures in the Finance Department related to the transition of new director, consultant for various finance tasks and to cover an unplanned vacant position with temporary staff.

STAFF COMMENTS:

WI State Statutes require no funds may be expended and no liabilities incurred by the City or any department unless authorized. The request for transfer is from the General Fund Unclassified Reserve for Contingency.

The current balance of the unclassified Account is \$500,000.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 67-19-20 by Alderpersons Donohue and Bohren authorizing a transfer of appropriations in the 2019 Budget.

ATTACHMENTS:

- I. Res. No. 67-19-20

III

4.10

Res. No. 67 - 19 - 20. By Alderpersons Donohue and Bohren. August 5, 2019.

A RESOLUTION to authorize a transfer of appropriations in the 2019 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2019 Budget for the purpose of:

Establishing appropriations for unbudgeted expenditures in the finance department related to transition of new director, consultant for various finance tasks, and to cover unplanned vacant position with temporary staff:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Unclassified Reserve for Contingency 10199020-810103	General Fund Finance Department Contracted Services 10115100-521900	\$75,305
General Fund Unclassified Reserve for Contingency 10199020-810103	General Fund Finance Department Full Time Salaries - Regular 10115100-5105110	\$34,500
General Fund Unclassified Reserve for Contingency 10199020-810103	General Fund Finance Department Training & Conferences 10115100-526125	\$3,200

Finance & Personnel

My signature

James A. Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Gen. Ord. 14-19-20 by Alderpersons Donohue and Bohren, amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Department of Public Works Table of Organization

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

REPORT DATE: July 27, 2019

MEETING DATE: August 12, 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:

A recent evaluation of staffing and support needs took place for the remodeled city hall location. Due to the additional square footage of the building and office space, as well as the increase need for advanced skills, Mike Willmas, Superintendent of Facilities, Traffic and Signs is recommending a dedicated full-time Maintenance Worker II to be dedicated to the building, as well as adding assistance with a part-time (20 hours a week) employee to the department, a position that will assist with city hall interior and exterior duties, as well as other facilities and/or grounds, as needed.

STAFF COMMENTS:

This action supports both the current needs of the department and falls within the 2019 budget.

ACTION REQUESTED:

Motion to adopt Gen. Ord. No. 14-19-20, modifying the Table of Organization for the Department of Public Works, removing one Maintenance Worker I and adding a Maintenance Worker II and a part-time Maintenance Worker I.

ATTACHMENTS:

- I. Gen. Ord. No. 14 -19-20
- II. Job Description: Maintenance Worker II
- III. Job Description: Maintenance Worker I

~~X~~

6.2

Gen. Ord. No. 14 - 19 - 20. By Alderpersons Donohue and Bohren.
August 5, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to modify the Department of Public Works Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled "List of Classes and Class Specifications" is hereby amended so that Section B.2 of section 82-33 of the supplement to the Code on file in the city clerk's office is amended as follows:

Class Title	Class Grade	No. of Employees
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B. DEPARTMENT OF PUBLIC WORKS

DELETE:

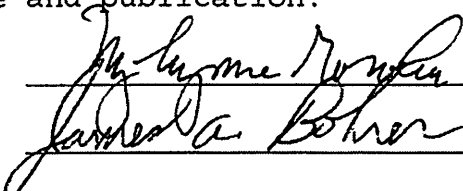
2. Maintenance Worker I	MWI	1.0
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ADD:

2. Maintenance Worker II	MWII	1.0
Maintenance Worker I	MWI	0.5

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

Finance Director



 James A. Bohren

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

MAINTENANCE WORKER I

POSITION PURPOSE



CITY OF SHEBOYGAN

Our Mission is to provide residents, the business community, and visitors with fiscally responsible municipal services in an effective and responsive manner to meet the needs of our diverse community.

Our Vision is to be a family-oriented and prosperous community with a wide variety of housing, business, cultural, and recreation opportunities in safe and attractive neighborhoods.

Our Values guide all actions and reflect what we require of our employees and expect from our elected officials. These core values set the high standard to which we expect to be measured.

Our Culture promotes an experience that is fast-paced, challenging and unpretentious while providing high-quality, meaningful services for the citizens of the City of Sheboygan.



GENERAL PURPOSE OF POSITIONS

City of Sheboygan employees uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six main principles of the Strategic Plan through these essential competencies:

- Respect
- Accountability
- Teamwork
- Innovation
- Fiscal Responsibility
- Service

Respect: Treating people with dignity and an attitude of caring and understanding. Showing genuine consideration for others. Valuing each individual as an individual.

Accountability: This value reflects our first and most important responsibility. Our competence is measured and, in fact, reinforced through active engagement of those we serve. We maintain an organizational reputation for openness, accountability, and integrity.

Teamwork: We are a team that emphasizes high levels of trust, full cooperation, and a commitment to thorough, effective communications within our city organization. We encourage employees to exercise independent judgment in meeting customer needs through professional behavior always consistent with our values.

Innovation: We acknowledge the weaknesses within government and create ethical, forward thinking solutions to overcome them. We identify, develop, and deploy leading edge technology, employee development programs, and process improvement tools.

Fiscal Responsibility: Proper use of public resources is a trust we continually guard. In management of this trust, we must avoid even the appearance of impropriety. In management of public funds, we constantly strive for the greatest possible efficiency, effectiveness, and quality outcome.

Service: Our primary duty is to the people we serve. We are accessible, consistent, responsive, and understanding. We provide assistance beyond our customers' expectations, and we find effective solutions to problems that they bring to our attention.

MAINTENANCE WORKER I

POSITION PURPOSE



DEPARTMENT OF PUBLIC WORKS

The Department of Public works is responsible for providing quality infrastructure that conveys safe, efficient delivery of essential goods and services, providing clean and beautiful public spaces that maximize the natural environment to enhance the overall quality of life and delivers professional quality public service with a friendly and welcoming atmosphere.

Statement of Purpose

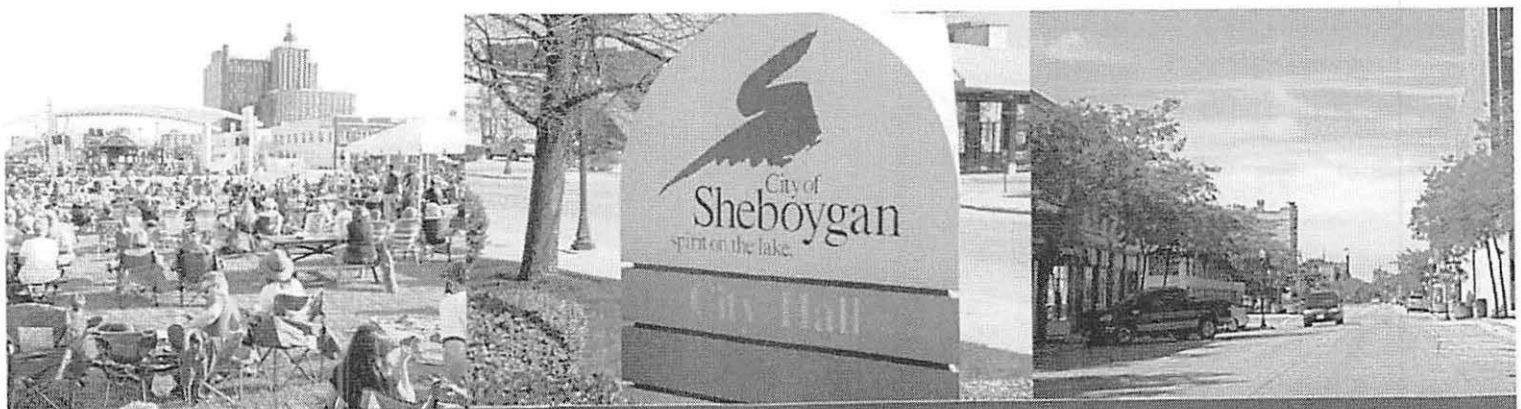
To provide products and services that meet the requirements of the City of Sheboygan, the affiliated organizations, and the public in such a manner that is easy to understand, access, and use.

Staff Expectations

The foremost item in every employee's job description is to handle problems and adversity with a positive attitude. That includes personal conflicts with others in the organization, design flaws in procedures, system breakdowns, and all the other many mess ups and frustrations that can happen in this agency. All staff needs to help smooth the rough spots instead of making them worse through negativity. Staff needs to figure out a way to be in control, composed, and genuinely friendly. Never treat customers as if they were one more problem or as if you are not pleased to have them here.

Equal Opportunity Employer

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



MAINTENANCE WORKER I

POSITION PURPOSE



POSITION DESCRIPTION



Title:	Maintenance Worker I
Direct Supervisor:	Superintendent
Department:	Department of Public Works
Version Date:	March 4, 2019
Salary Grade:	MWI Step 1
FLSA Status:	Non-Exempt

Position Summary

Under general supervision, performs semi-skilled, skilled and specialized labor including complex physical and mechanical tasks. Responsible for the operation and routine maintenance of trucks and related equipment and facilities including parks, deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

Essential Duties & Responsibilities

1. Performs semi-skilled and unskilled labor duties in the construction, repair, and maintenance of infrastructure and various activities under the authority of the Department of Public Works.
2. Operates related equipment such as tractors, street sweeper, front-end loader, sewer jet & TV truck, roller, concrete saw, chipper, pumps, boilers, heating and ventilating systems, and drives all CDL level trucks in order to perform work deemed necessary.
3. Performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. Participates in the inspection and maintenance of all storm and sanitary sewers, catch basins, manholes, culverts, other drainage related areas, and other public works projects.
5. Performs landscaping, grounds maintenance and set-up at parks, cemetery and other public places.
6. Cleans and maintains public area grounds and equipment.
7. Assists in tree planting, trimming, and removal and park activities.
8. Collects garbage, refuse and trash and operates collection equipment.
9. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

Supervisory Responsibilities

There are no supervisory responsibilities for this position.

Qualification Requirements

Knowledge of the proper uses and techniques for using materials, equipment and power and hand tools for ground maintenance, repair, construction and other departmental activities.

MAINTENANCE WORKER I

POSITION PURPOSE



Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

Education & Experience

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

Pre-Employment

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

Language Skills

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

Mathematical Skills

Ability to provide basic addition, subtraction, multiplication, division mathematical functions efficiently.

Reasoning Ability

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

Physical Demands

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

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

Work Environment

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

MAINTENANCE WORKER I

POSITION PURPOSE



Other Information

This job description includes the major duties and responsibilities of the job and is not to be construed as all-inclusive. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or is a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

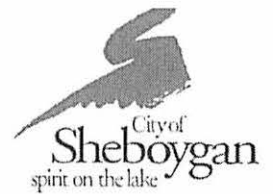
My signature below is both an acknowledgement of my understanding of the purpose of my position, as well as my commitment to uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six main principles of the Strategic Plan.

Employee Name: _____ Date: _____

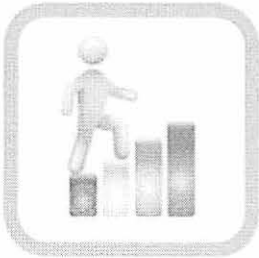
Employee Signature: _____

MAINTENANCE WORKER I

POSITION PURPOSE



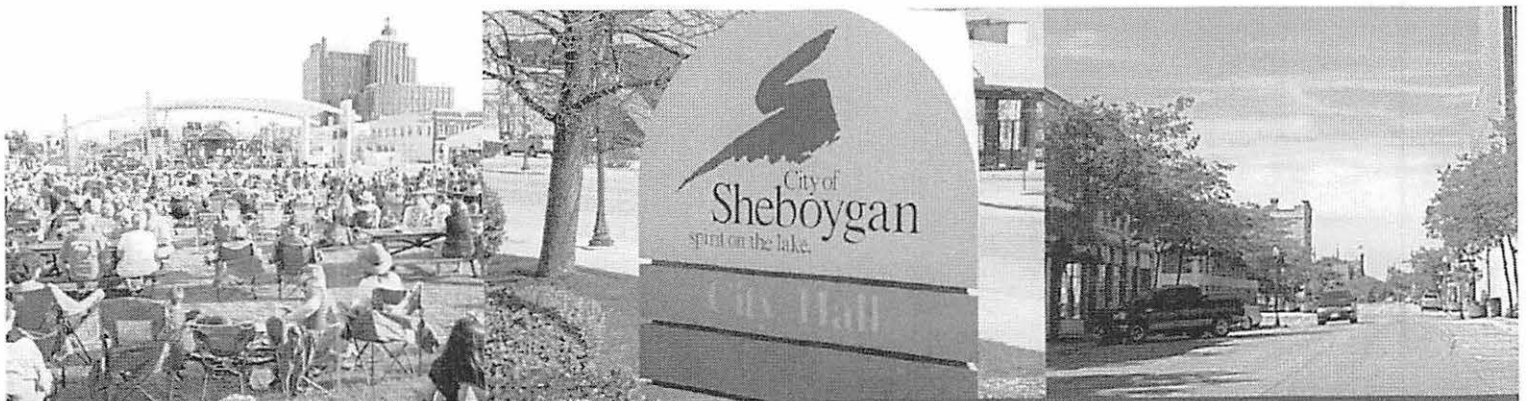
YEARLY PERFORMANCE EVALUATION



Employee Name:

Performance Period:

1. Employee to review the following by reading (aloud):
 - a. City's Mission, Vision, and Values
 - b. Six essential competencies needed to fulfill the purpose of the position
 - c. Your department's Mission, Vision, and Values
2. Do you understand the purpose of your position?
3. Does your performance meet the expectations identified in the six main principles of the city's strategic plan and these essential competencies:
 - a. Respect
 - b. Accountability
 - c. Teamwork
 - d. Innovation
 - e. Fiscal Responsibility
 - f. Service
4. If yes, what actions are you going to continue? If no, what modifications are you going to make in order to meet the expectations of your position?



MAINTENANCE WORKER II

POSITION PURPOSE



CITY OF SHEBOYGAN

Our Mission is to provide residents, the business community, and visitors with fiscally responsible municipal services in an effective and responsive manner to meet the needs of our diverse community.

Our Vision is to be a family-oriented and prosperous community with a wide variety of housing, business, cultural, and recreation opportunities in safe and attractive neighborhoods.

Our Values guide all actions and reflect what we require of our employees and expect from our elected officials. These core values set the high standard to which we expect to be measured.

Our Culture promotes an experience that is fast-paced, challenging and unpretentious while providing high-quality, meaningful services for the citizens of the City of Sheboygan.



GENERAL PURPOSE OF POSITIONS

City of Sheboygan employees uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six main principles of the Strategic Plan through these essential competencies:

- Respect
- Accountability
- Teamwork
- Innovation
- Fiscal Responsibility
- Service

Respect: Treating people with dignity and an attitude of caring and understanding. Showing genuine consideration for others. Valuing each individual as an individual.

Accountability: This value reflects our first and most important responsibility. Our competence is measured and, in fact, reinforced through active engagement of those we serve. We maintain an organizational reputation for openness, accountability, and integrity.

Teamwork: We are a team that emphasizes high levels of trust, full cooperation, and a commitment to thorough, effective communications within our city organization. We encourage employees to exercise independent judgment in meeting customer needs through professional behavior always consistent with our values.

Innovation: We acknowledge the weaknesses within government and create ethical, forward thinking solutions to overcome them. We identify, develop, and deploy leading edge technology, employee development programs, and process improvement tools.

Fiscal Responsibility: Proper use of public resources is a trust we continually guard. In management of this trust, we must avoid even the appearance of impropriety. In management of public funds, we constantly strive for the greatest possible efficiency, effectiveness, and quality outcome.

Service: Our primary duty is to the people we serve. We are accessible, consistent, responsive, and understanding. We provide assistance beyond our customers' expectations, and we find effective solutions to problems that they bring to our attention.

MAINTENANCE WORKER II

POSITION PURPOSE



DEPARTMENT OF PUBLIC WORKS

The Department of Public works is responsible for providing quality infrastructure that conveys safe, efficient delivery of essential goods and services, providing clean and beautiful public spaces that maximize the natural environment to enhance the overall quality of life and delivers professional quality public service with a friendly and welcoming atmosphere.

Statement of Purpose

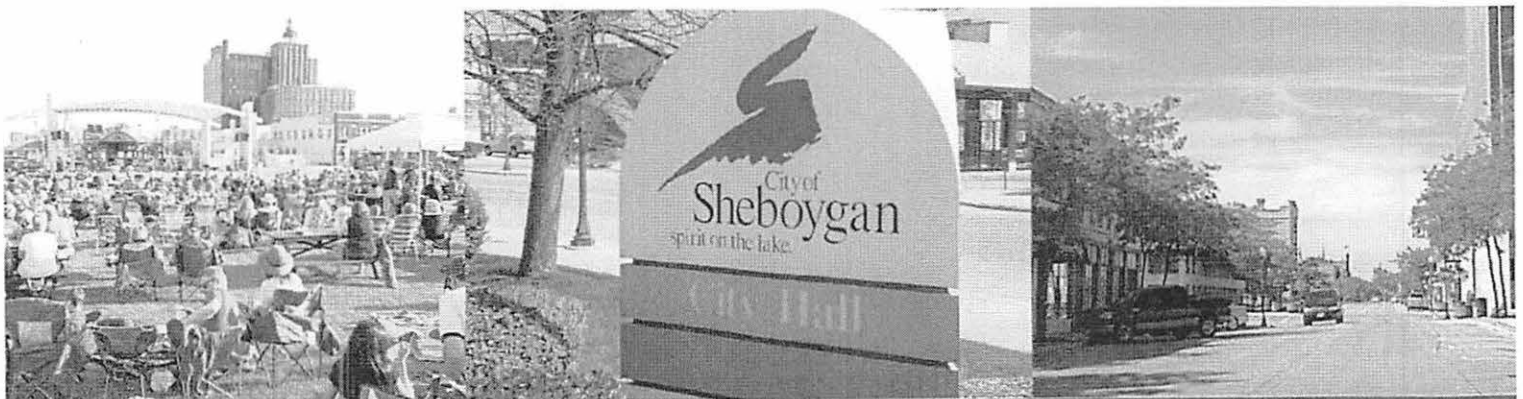
To provide products and services that meet the requirements of the City of Sheboygan, the affiliated organizations, and the public in such a manner that is easy to understand, access, and use.

Staff Expectations

The foremost item in every employee's job description is to handle problems and adversity with a positive attitude. That includes personal conflicts with others in the organization, design flaws in procedures, system breakdowns, and all the other many mess ups and frustrations that can happen in this agency. All staff needs to help smooth the rough spots instead of making them worse through negativity. Staff needs to figure out a way to be in control, composed, and genuinely friendly. Never treat customers as if they were one more problem or as if you are not pleased to have them here.

Equal Opportunity Employer

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



MAINTENANCE WORKER II

POSITION PURPOSE



POSITION DESCRIPTION



Title:	Maintenance Worker II
Direct Supervisor:	Superintendent - WWPT
Department:	Department of Public Works – Waste Water Treatment
Version Date:	March 4, 2013
Salary Grade:	MWII
FLSA Status:	Non-Exempt

Position Summary

Under general supervision, performs semi-skilled, skilled and specialized labor including complex physical and mechanical tasks. Responsible for the operation and routine maintenance of trucks and related equipment and facilities including parks, deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

Essential Duties & Responsibilities

1. Performs semi-skilled and unskilled labor duties in the construction, repair, and maintenance of infrastructure and various activities under the authority of the Department of Public Works.
2. Operates related equipment such as tractors, street sweeper, front-end loader, sewer jet & TV truck, roller, concrete saw, chipper, pumps, boilers, heating and ventilating systems, and drives all CDL level trucks in order to perform work deemed necessary.
3. Performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. Participates in the inspection and maintenance of all storm and sanitary sewers, catch basins, manholes, culverts, other drainage related areas, and other public works projects.
5. Performs landscaping, grounds maintenance and set-up at parks, cemetery and other public places.
6. Cleans and maintains public area grounds and equipment.
7. Assists in tree planting, trimming, and removal and park activities.
8. Collects garbage, refuse and trash and operates collection equipment.
9. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

Supervisory Responsibilities

There are no supervisory responsibilities for this position.

Qualification Requirements

Knowledge of the proper uses and techniques for using materials, equipment and power and hand tools for ground maintenance, repair, construction and other departmental activities.

MAINTENANCE WORKER II

POSITION PURPOSE



Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

Education & Experience

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

Pre-Employment

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

Language Skills

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

Mathematical Skills

Basic knowledge of basic mathematical principles.

Reasoning Ability

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

Physical Demands

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

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

Work Environment

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

MAINTENANCE WORKER II

POSITION PURPOSE



Other Information

This job description includes the major duties and responsibilities of the job and is not to be construed as all-inclusive. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or is a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

My signature below is both an acknowledgement of my understanding of the purpose of my position, as well as my commitment to uphold and promote the mission, vision, and core values of the City of Sheboygan, and work to fulfill the six main principles of the Strategic Plan.

Employee Name: _____ Date: _____

Employee Signature: _____

MAINTENANCE WORKER II

POSITION PURPOSE



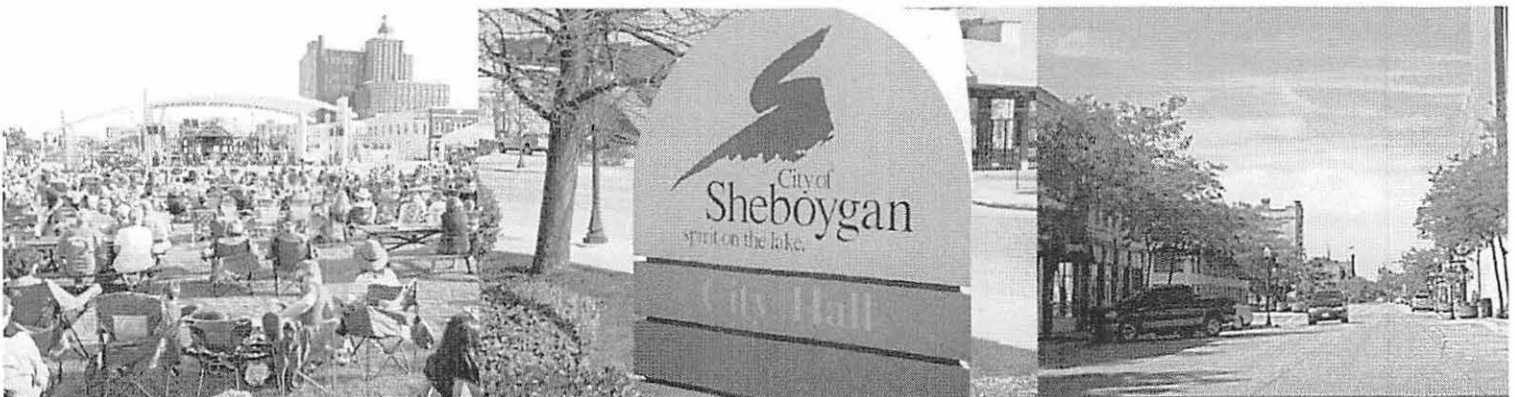
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CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Benchmark measurements for Office of the City Administrator for the period commencing January 1, 2019 and ending June 30, 2019

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: July 23, 2019

MEETING DATE: August 12, 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:

This report includes the second quarter 2019 Benchmark measurements for the Office of the City Administrator reflecting the performance for the period commencing January 1, 2019 and ending June 30, 2019.

STAFF COMMENTS:

The following information indicates the Benchmark measurements established for the Office of the City Administrator relative to the calendar year 2019. These Benchmarks were created as a result of the 2017 – 2021 Strategic Plan, specifically providing support to the appropriate Focus Areas outlined within the Strategic Plan.

Measurements	2017 Actual	2018 YTD	2018 Actual	2019 YTD	2019 Goals
Effectiveness					
Resident satisfaction rating with service efficiency	87%	91%	91%	91%	80%
Resident satisfaction rating with communication	97%	87%	87%	91%	80%
Resident satisfaction rating with city performance	94%	95%	95%	98%	80%
GFOA Budget Award	N/A	N/A	Yes	N/A	Yes
ICMA CPM Award	N/A	Yes	Yes	Yes	Yes
GFOA PAFR Award	N/A	N/A	Yes	Yes	Yes
Number of Strategic Plan quarterly updates	N/A	1	1	1	4

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

None

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Benchmark measurements for the Department of City Development – Planning Division for the period commencing January 1, 2019 and ending June 30, 2019.

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

REPORT DATE: August 8, 2019

MEETING DATE: August 12, 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:

As part of the annual budgeting process, the department has developed performance benchmarks to track progress of the department's activities.

STAFF COMMENTS:

The second quarter has let us with one less staff member due to a maternity leave within the division. Work continued with baseline surveys for four targeted neighborhoods as part of neighborhood revitalization strategy. The department continues to provide support to the nine neighborhood associations. City staff is working a number of master plans for redevelopment of key corridors, neighborhood lighting plan, Popup Shop initiative, Livability Plan among a lot of others.

This quarter City staff also completed and submitted the 2018 HUD reports of accomplishments and its Annual Action Plan to receive \$892,000 in CDBG funds in the coming month.

ACTION REQUESTED:

For discussion purposes only.

ATTACHMENTS:

1. Quarterly Performance Report for April 1, 2019 – June 30, 2019.



QUARTERLY PERFORMANCE REPORT
DEPARTMENT OF CITY DEVELOPMENT: PLANNING & DEVELOPMENT
Second Quarter of Fiscal Year 2019: April 1, 2019 – June 30, 2019

This report covers the second quarter of fiscal year 2019 and provides a progress update toward achieving the performance measures in the annual budget book.

For more information about this report, contact Chad Pelishek, Director of Planning and Development at (920) 459-3383.

Planning and Development Division

	<u>2017 Actual</u>	<u>2018 YTD</u>	<u>2018 Actual</u>	<u>2019 YTD</u>	<u>2019 Goals</u>
# Existing businesses assisted	27	20	38	27	40
# Start-up businesses assisted	12	12	24	12	20
# of commission applications approved	24	49	93	22	125
# of comprehensive plan/ordinance amendments adopted	2	3	4	0	10
# of special projects	9	22	28	21	10
# of sign permits issued	43	83	141	45	100
# of Neighborhood Development Plans completed	0	0	2	0	3
# of new neighborhood associations	0	0	3	1	3
Coordinate programming at Arts/Culture Plaza	N/A	1	1	0.80	1
Coordinate new development of city owned sites	1	0.50	0.50	0.60	1
Construction of new hotel	1	0	1	1	1
Construct new business park	1	0.50	0.90	0.90	1

Redevelopment Authority Fund

	<u>2017 Actual</u>	<u>2018 YTD</u>	<u>2018 Actual</u>	<u>2019 YTD</u>	<u>2019 Goals</u>
Redevelopment of existing properties	N/A	5	0	2	3
# of new ground leases negotiated	N/A	0	0	1	1

Business Revolving Loan Fund

	<u>2017 Actual</u>	<u>2018 YTD</u>	<u>2018 Actual</u>	<u>2019 YTD</u>	<u>2019 Goals</u>
Loan funds available (as of December 31, 2018)	N/A	\$1,760,257	Not Available	Not Available	\$300,000
Outstanding Loan Amount (as of December 31, 2018)	\$3,755,165	\$3,097,105	\$3,036,688	\$3,036,668	\$3,000,000
Number of new loans	0	1	1	1	1
Number of new jobs created	0	29	29	3	10

Housing Revolving Loan Fund

	<u>2017 Actual</u>	<u>2018 YTD</u>	<u>2018 Actual</u>	<u>2019 YTD</u>	<u>2019 Goals</u>
Loan funds available (as of December 31, 2018)	N/A	\$518,065	\$611,790	Not Available	\$200,000
Outstanding Loan Amount (as of December 31, 2018)	N/A	\$2,890,000	\$3,116,554	\$3,116,554	\$2,850,000
Number of new loans	6	1	7	0	8