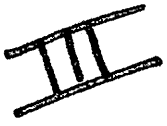


*****ATTACHMENTS*****



DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 174 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
February 11, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into contracts with the UW Badger Band and the Stefanie H. Weill Center for the Performing Arts with regard to the performance of the UW Badger Band at the Weill Center as a fundraiser for the Mayor's International Committee on April 1, 2019.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute contracts with the UW Badger Band and the Stefanie H. Weill Center for the Performing Arts in form substantially similar to the attached.

*Finance
Approved*

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

**THE UNIVERSITY OF WISCONSIN
VARSITY BAND**



WEILL CENTER – SHEBOYGAN
SPRING 2019
CONCERT PERFORMANCE
CONTRACT PACKET

UNIVERSITY OF WISCONSIN VARSITY BAND
FINANCIAL AGREEMENT

PLEASE RETURN THIS FORM AS SOON AS POSSIBLE, SIGNED AND DATED, TO:

UW Varsity Band Concert Series
c/o Wendy Roy, Administrative Associate
University of Wisconsin Bands
455 North Park Street, Room 4561
Madison WI 53706
(FAX "c/o Wendy Roy" to: 608-265-3024)

We, Sheboygan Mayor's International Committee, agree to host The UW-Madison Varsity Band:

Monday, April 1, 2019 at 7:00p at Weill Center in Sheboygan, WI

We, Sheboygan Mayor's International Committee, agree to the following sponsorship obligations:

ADMISSION PRICE: To be determined by the sponsor ("We") (Please refer to #2 of the Guidelines in the General Information packet.)

TRANSPORTATION: Cost of motor coaches to and from the performance site; usually 2-3 coaches. We agree to be billed directly by the bus company. (Please refer to #6 of the Guidelines in the General Information packet.)

FOOD: A pre-show meal. Post-show refreshments are always appreciated. (Please refer to #7 of the Guidelines in the General Information packet.)

FINANCIAL AGREEMENT: Final payment shall be made from funds held by or for the benefit of the Mayor's International Committee, and should be mailed no later than 60 calendar days following the concert, unless otherwise agreed upon by the sponsor and the UW Band Alumni Association ("UWBAA"). A Payment Information and Voucher form is included in this packet. (Please refer to #1 of the Guidelines in the General Information packet.)

OTHER AGREEMENTS: UWBAA represents and warrants to the sponsor that nothing contained in its performances, its merchandizing, or anything else connected its performance pursuant to this Agreement shall violate or infringe on any patent, copyright, trademark, right of privacy or other statutory or common law right of any person, firm, corporation or other entity. UWBAA warrants that it has obtained all licenses necessary in connection with the performances and/or sale of merchandise and will supply copies thereof to the sponsor not less than five (5) days prior to performance. UWBAA warrants that it has paid all necessary royalties due or license fees due Broadcast Music Incorporated (BMI), American Society of Composers, Authors and Publishers (ASCAP), the Society of European State Authors and Composers (SESAC), and any other similar organization. UWBAA shall, at least seventy-two (72) hours prior to the performances, secure such consents, licenses, certificates and/or permits as may be required for compliance with all laws relating to the employment of minors in the event any minor is scheduled to appear or be employed in connection with the performances. UWBAA shall, at least seventy-two (72) hours prior to any of the performances, secure such consents, licenses,

certificates and/or permits as may be required for the Performances and/or for the use of any motion picture, television, radio, broadcasting, recording and/or other equipment in connection therewith. UWBAAs agrees to hold harmless, indemnify and defend the sponsor, its officers, agents, employees, and assigns from any and all liability, including claims, demands, losses, costs, attorneys' fees, damages and expenses of every kind and description to persons or property arising out of or in connection with or occurring during the course of this Agreement, including, but not limited to, those resulting from or arising out of: the unauthorized or unlicensed use or performance of any idea, creation, literary, musical or artistic material or intellectual property or works of performing arts in connection with the performances; any negligent act done or words spoken by the performers, agents, or employees of the UWBAAs during any of the performances; any damages done to the Facility caused by words spoken by said performers, agents, or employees during any of the performances; any damage done to the facility caused by the negligent act or omissions said performers, agents, or employees. The provision of this paragraph shall survive the execution, delivery and performances of this Agreement.

GUARANTEE

**THE UNIVERSITY OF WISCONSIN BAND ALUMNI ASSOCIATION WILL RECEIVE
\$3,000.00 or 50% of the total net profit from the show, *WHICHEVER IS GREATER.*
(Net profit refers to the amount *after* expenses.)**

Contact Name: Mike Vandersteen Signature and Date: _____

Contact Address (street/city/state/zip): City Hall, 828 Center Ave, # 301, Sheboygan, WI 53081

Contact Telephone: Office: 920-459-3317 Cell: 920-946-8306

Contact Fax: 920-459-0256

Contact Email: Mayor.Vandersteen@SheboyganWI.gov

FOR OFFICE USE ONLY

UWBAA Representative Signature and Date: _____

UNIVERSITY OF WISCONSIN VARSITY BAND
SHOW INFORMATION

**PLEASE ELECTRONICALLY RETURN THIS FORM NO LATER THAN [ONE MONTH PRIOR DATE] TO:
DOLSON@MUSIC.WISC.EDU**

PLEASE TYPE AS MUCH INFORMATION AS POSSIBLE OR MAKE ANY NECESSARY CHANGES.

WEILL CENTER
Concert Date and Time:
Monday, April 14, 2014 at 7:00p

General Information

Contact Name: Mike Vandersteen
Contact Phone: 920-459-3317
Contact Fax: 920-459-0256
Contact Email: Mayor.Vandersteen@SheboyganWI.gov
Contact Address: City Hall, 828 Center Ave., Sheboygan, WI 53081

Ticket Information

Reserved Seat
Advance Ticket Price: To Be Determined
Door Ticket Price: To Be Determined
Ticket Discounts (seniors, students, etc.): To Be Determined
Maximum Seating Number: 1175
Potential Net Profit: To Be Determined
Ticket Order Contact Phone Number: 920-208-0808
Ticket Order Address: 826 N. 8th Street, Sheboygan, WI 53081

The Mayor, in consultation with the Mayor's International Committee, shall have the authority to set the price for all tickets.

Site and Bus Information

Venue Website: weillcenter.com
Room Name/Number/Location for Storage Area: Backstage
Room Name/Number/Location for Warm-Up Area: Lower level
Room Name/Number/Location for Dressing Room: Second floor
Wireless Microphone Available? YES
Type of meal to be provided: Traditional Sheboygan Brat Fry, including bratwurst and hamburgers served on a Sheboygan hard roll with condiments, baked beans, potato chips, soda and water and cookies and bars. Veggie burgers will also be available.
Approximate cost per bus: To be Determined
Number of buses: 2
Bus Company: Van Galder

FOR OFFICE USE ONLY

Time and Distance to Destination:
Approximate Arrival Time:
Approximate Departure Time:

UNIVERSITY OF WISCONSIN VARSITY BAND
PAYMENT INFORMATION AND VOUCHER

PLEASE RETURN THIS FORM, IN HARD COPY, NO LATER THAN [60 DAYS DATE] TO:

UW Varsity Band Run-Out
c/o Wendy Roy, Administrative Associate
University of Wisconsin Bands
455 North Park Street, Room 4561
Madison WI 53706

Please make the check payable to "UW Foundation"
with "UWBAA" written on the memo line.

Nothing else should appear on the check. We cannot process checks that are made out any other way or include any other information. We will require a replacement for checks that are filled out incorrectly. Your cooperation in this matter is greatly appreciated.

We kindly ask that you include a detailed list of costs and profits associated with the show, for our bookkeeping purposes.

WEILL CENTER
Concert Date and Time:
Monday, April 1, 2019 at 7:00p

Please feel free to also include any comments, suggestions, newspaper articles, publicity information, or program copies for our records.

**STEFANIE H. WEILL CENTER FOR THE PERFORMING ARTS
LICENSED USE AGREEMENT**

THIS LICENSED USE AGREEMENT ("Agreement") is made this ___ of February, 2019 by and between the WEILL CENTER FOUNDATION, INC. ("Licensor"), a Wisconsin non-profit corporation, whose mailing address is 826 N. 8th Street, Sheboygan, Wisconsin 53081, and the CITY OF SHEBOYGAN ("Licensee"), a Wisconsin municipal corporation, having its principal place of business at City Hall, 828 Center Avenue, Suite 301, Sheboygan, WI 53081

IN CONSIDERATION of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **Premises A.** Licensor hereby licenses to Licensee the use of the Weill Center ("Facility"), located at 826 North 8th Street, Sheboygan, Wisconsin together with the lobbies, public restrooms, backstage area and dressing rooms attendant thereto, for the following performance(s) ("Performance"):

UW Badger Band Concert

<u>Performance</u>	<u>Date</u>	<u>Time</u>	<u>Fee</u>
Load-in	4/1/19	4:00 pm	
Performance	4/1/19	7:00 pm	
Load-out	4/1/19	9:30 pm	
TOTAL			\$ 1,600.00

ALL PRODUCTION ASPECTS WILL BE COORDINATED THROUGH THE WEILL CENTER TECHNICAL DEPARTMENT.

2. **All Production Aspects** will be coordinated through and approved by the Weill Center Events & Operations Manager and the Technical Department no less than two weeks prior to the date of the event.

Licensee acknowledges Licensor's right to access all portions of the Facility for control, maintenance, and management thereof, and agrees not to interfere with such access at any time and waives any claim of damage for injury or inconvenience occasioned thereby unless due to the neglects, acts or omissions of Licensor, its agents, employees or contractors. Licensee may, in the sole discretion of Licensor and at the price and upon the terms and conditions imposed by Licensor, utilize the Facility for rehearsals.

Weill Center Technical Director Julian Jetzer, 920-980-6025
Technical Director @ \$35.00/hour. Will be billed in addition to the Licensed Use Agreement Fee.

Weill Center Technical Director Greg Rakun, 920-946-0682
Sound Director @ \$35.00/hour. Will be billed in addition to the Licensed Use Agreement Fee.

The Weill Center respectfully requests that all members of UW-Marching Band Members not utilize the Wi-Fi from 4:45 pm – 7:15 pm.

The Weill Center reserves the right to monitor the decibel levels at all times. The decibel level should average no more than 93 decibels throughout the concert.

3. **Fees, Deposit, Manner of Payment, Settlement, Interest, and Taxes.**

- (a) **License Fee.** Licensee shall pay to Licensor the following fees ("Fees") from funds held by or for the benefit of the Mayor's International Committee:
- (i) **A License fee of One Thousand Six Hundred Dollars (\$1,600.00) for the use of the Facilities as detailed in above schedule.**
 - (ii) **Payment to Licensor for costs incurred by Licensor on behalf of the Licensee or as a result of Licensee's use of the Facility, including, but not limited to, costs for stagehand personnel, security, catering, ticketing fees, additional labor as needed, stage settings, scenery, decorations and equipment, shall be billed at settlement of each event.**
 - (iii) **Payment to Licensor to repair any damage caused by performers or audience members. This includes but is not limited to costs incurred to clean carpets as a result of actions of any audience member. After such payment, the Licensor shall refund to the Licensee any funds, including but not limited to insurance proceeds or court-ordered restitution, received from any party other than the Licensee related to such damage, up to the full amount paid by the Licensee.**
 - (iv) **Two Dollars (\$2.00) per ticket sale for Performances, representing a service and handling fee by Licensor for reduction of Ticket Office costs, Maintenance costs, operational deficits or such other purposes as Licensor may determine in Licensor's sole discretion ("Ticketing Fees"). If Licensee prints and distributes all of its own tickets, a Restoration Donation Fee (\$1.00) fee will still apply and will be assessed at a total of \$1.00 per attendee. It is understood that the Weill Center Ticket Office will not be utilized in any way for this event. The tickets for these held seats must be turned over to the theater prior to any on sale or distribution. The Weill Center MUST approve copy on ticket before ordered.**
 - (v) **Twenty-Five percent (25%) of gross receipts, less applicable taxes, from the sale of merchandise if sold by Licensor.**
 - (vi) **Fifteen percent (15%) of gross receipts, less applicable taxes, by reason of any radio or television broadcast, motion picture, or other recording made in connection with or arising out of the Performances. The foregoing shall not be interpreted as a grant to Licensee of recording or broadcast rights and Licensor and Licensee hereby agree that such rights may only be provided for by separate agreement.**
- (b) **Deposit.**
- (i) **Licensee shall pay Licensor \$100 as a non-refundable deposit toward payment of the License fee from funds held by or for the benefit of the Mayor's International Committee.**

- (ii) Licensee shall pay Licensor \$100 as a deposit toward payment of the Estimated Technical Fees from funds held by or for the benefit of the Mayor's International Committee. ("**Labor Deposit**").
 - (iii) The Deposit shall be paid within thirty (30) days of the execution of this Agreement by both parties.
- (c) **Manner of Payment.** The fees shall be paid by Licensee to Licensor, in cash, or cashier's check, or Credit Card at the address of Licensor set forth above without set-off, deduction, abatement or withholding of any amount by Licensee whatsoever except as provided herein.
- (d) **Settlement.**
- (i) Licensor may, in its sole discretion, collect the Fees out of gross receipts from the sale of tickets and/or merchandise ("**Receipts**") and said Receipts are hereby assigned by Licensee to Licensor to the extent of the Fees to be paid by Licensee under this Agreement.
 - (ii) The Receipts may be used by Licensor for any corporate purpose, but held in separate bank account, and Licensor shall not be obligated to Licensee for gains received from the investment thereof.
 - (iii) Licensor shall not be obligated to segregate Licensee's Receipts from other users receipts in this separate bank account.
 - (iv) Within seven (7) days after the conclusion of the Performance, Licensor and Licensee shall settle the Receipts, determining the Fees due Licensor ("**Settlement**"). In the event the receipts are insufficient to pay the Fees, Licensee shall remit the balance due hereunder, from funds held by or for the benefit of the Mayor's International Committee, within forty-eight (48) hours of Settlement.
- (e) **Interest.** Past due Fees shall bear interest at the rate of eighteen percent (18%) per annum.
- (f) **Taxes.** Collection and remittance of any and all sales, admissions or other applicable taxes shall be the responsibility of Licensee.

4. **Tickets and Ticket Office.**

- (a) **Ticket Sales.** The sale of all tickets to Performances shall be managed and controlled by Licensor. All tickets will be sold on a reserved seating basis. Pursuant to subparagraph 2(d) above, Licensor shall retain the Receipts from non-consigned ticket sales pending Settlement. In the event Licensee fails to present the Performances, Licensor may retain the Receipts for the purpose of refunding same to purchasers and/or for payment of the Fees.
- (b) **Complimentary.** Licensor, at its sole discretion, will be entitled to retain twenty (20) complimentary tickets for each of the Performances for house use according to the Licensor's policies. These complimentary tickets ("**Complimentary Tickets**") shall be provided Licensor without charge or set-off by Licensee.

5. **Services Included.** Licensor agrees to furnish at its own cost and expense, lighting, cleaning, and such heat or air conditioning as, in the sole discretion of Licensor, shall be necessary for comfortable occupancy of the Facility, attendant dressing rooms and lavatory facilities during the

performances. Licensee agrees that neither it, nor its employees and/or agents shall unreasonably interfere with Licensor's furnishing these services.

6. **Concessions.** Licensor or its authorized concessionaire(s) shall have the exclusive right to sell or distribute any and all food, beverage, merchandise or services during the Performances at the Facility. Licensee agrees not to sell any merchandise, food or beverage or service at the facility with the exception of merchandise described in terms of paragraph 3(a)(vi).

7. **Sets.** Sets and scenery may be erected and assembled by Licensee only after obtaining written consent from Licensor. Licensor reserves the right to remove or dismantle such sets or scenery as it, in its sole discretion, deems necessary for protection of the Facility and/or occupants thereof. Any and all sets and/or scenery shall be removed from the Premises not later than twenty-four (24) hours after the final performance of the Licensee. Licensee hereby expressly assumes all risk of loss in connection with sets or scenery erected or assembled by Licensee while same are located within the Facility and releases Licensor from any and all liability in connection with damage thereto or resulting therefrom.

8. **Publicity.**

(a) **Commencement.** Licensee agrees that, prior to delivery of this Agreement to Licensor with the Deposit set forth in subparagraph 3(b)(i) above, Licensee shall not disseminate or release any information or publicity with respect to the Performances, except as required by state law (i.e., public notices relating to the approval of contracts, etc.).

(b) **Preapproval.** Licensor reserves the right to pre-approve any advertising, marketing or other materials utilizing and/or mentioning the name "Stefanie H. Weill Center for the Performing Arts," "Weill Center," or any graphics depicting the Facility or any part thereof. Licensee agrees that it shall not distribute or post any literature, signs, placards, notices, posters, banners, flags or other material of any kind in or about the Facility without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

(c) **Advertising.** Licensee agrees that it is licensee's sole responsibility to advertise, market, or publicize the performance. Licensor, at its sole discretion, may publicize the performance in its newsletter, calendar, brochure, or other promotional material. Licensor may allow announcement of the performance in its display windows or on its marquee on a space available basis only. Licensee may purchase an advertisement at a preferred discounted rate in the Weill Center season program book at direct cost.

(d) **Advertising Services** Licensor may provide licensor advertising and marketing services for the performance at one hundred thirty-five (135%) of direct cost. Such services may only be provided for by separate marketing addendum which must be attached to this agreement.

9. **Insurance.**

(a) **Property Insurance.** Licensee agrees that it will maintain, at its own cost and expense, insurance covering property of Licensee to the extent of its insurable value for all times when such property is located at the Facility.

(b) **Liability Insurance.** The Licensee represents and warrants that it holds, at its own cost and expense, liability insurance providing Combined Single Liability coverage in the amount of no less than \$1,000,000 in the case of a performance or public event, and in the amount of no less than \$500,000 for a non-performance event. The Stefanie H. Weill Center for the Performing Arts shall be named in the policy as additional insureds. Within a reasonable time after the execution of this agreement, but not later than ten (10) days prior to the first use of the theater, Licensee shall furnish the Stefanie H. Weill Center for the Performing Arts with a certificate showing the insurance is in force.

- (c) **Workers' Compensation Insurance.** Licensee represents and warrants that it maintains worker's compensation insurance for its employees as required by Wisconsin Statutes.
10. **Taxes.** Licensee shall be responsible for, and agrees to pay, any and all applicable sales, use, withholding, social security, admission and/or other tax arising, due or imposed as a result of the Performances and/or this agreement. Licensee agrees to indemnify Licensor in connection with any loss or damage caused by Licensee's failure to pay such taxes and/or the Ticketing Fee described in subparagraph 3(f) above.
11. **Indemnification.** Licensee agrees to hold harmless, indemnify and defend Licensor, its officers, agents, employees, members, directors and trustees from any and all liability, including claims, demands, losses, costs, attorneys' fees, damages and expenses of every kind and description to persons or property arising out of or in connection with or occurring during the course of this Agreement, including, but not limited to, those resulting from or arising out of: the unauthorized or unlicensed use or performance of any idea, creation, literary, musical or artistic material or intellectual property or works of performing arts in connection with the Performances; any negligent act done or words spoken by Licensee, its performers, agents or employees during any of the Performances; any damages done to the Facility caused by words spoken by Licensee, its performers, agents or employees during any of the Performances; any damage done to the Facility caused by the negligent act or omissions of Licensee, its agents or employees; the breach by Licensee of any term of this agreement; and/or any breach of any warranty made or obligation undertaken by Licensee pursuant to this agreement. The provision of this paragraph 10 shall survive the execution, delivery and performances of this Agreement.
12. **Performing and Merchandise Rights and Licenses.** Licensee represents and warrants to Licensor that nothing contained in the Performances, the merchandizing or anything else connected with Licensee's performance pursuant to this Agreement shall violate or infringe on any patent, copyright, trademark, right of privacy or other statutory or common law right of any person, firm, corporation or other entity. Licensee warrants that it shall require its performers to obtain all licenses necessary in connection with the Performances and/or sale of merchandise and agrees to endeavor to supply copies thereof to Licensor not less than five (5) days prior to the first date set forth in paragraph 1 above. Licensee warrants that it shall require its performers to have paid all necessary royalties due or license fees due Broadcast Music Incorporated (BMI), American Society of Composers, Authors and Publishers (ASCAP), the Society of European State Authors and Composers (SESAC), and any other similar organization.
13. **Sponsorship.** Licensee acknowledges that Licensor has and/or may obtain sponsors for the Facility and/or for other performances which occur therein during the Term of this License Agreement. Licensee agrees to cooperate fully with Licensor and its Facility sponsors in connection with promotions arranged by Licensor for such sponsors at no cost to Licensee. Licensor acknowledges that Licensee has full rights to all sponsorships solicited by Licensee for the performance in this agreement.
14. **Compliance with Law.**
- (a) **Applicable Laws.** Licensee will do all acts necessary to comply with all laws, ordinances, orders and requirements of all federal, state and municipal governments and appropriate departments, commissions boards and officers thereof applicable to Licensee's use of the Facility, the Licensee, the Performances, or any other matters connected with or arising from this agreement.
- (b) **House Rules.** Licensee agrees to comply with all house rules and backstage rules to also include the lobbies, public restrooms, backstage area and dressing rooms promulgated by Licensor for the Facility and/or Performances. This is a non-smoking, non-tobacco house. No firearms are allowed anywhere on the premises.
- (c) **Labor Laws and Agreements.** Licensee shall comply with all laws, regulations and agreements, formal or informal, regarding labor as are applicable to operations on and

related to the Premises, the Facility and the Performances. Should any labor disputes, jurisdictional or otherwise, occur as a result of or connected in any way with the Performances, Licensee hereby assumes the duty of resolving such disputes. Further, Licensee agrees that it shall take all action necessary to insure resolution of such disputes including, but not limited to, employment of counsel, maintenance of an action of injunctive relief otherwise. Licensee agrees that it will not employ persons in connection with the Performances, the employment of which would cause Licensor to breach an of its collective bargaining agreements or enable the labor organizations who are parties to such agreements to contend that an unfair labor practice was committed authorizing a strike, picketing or work stoppage at the facility.

- (d) **Employment of Minors.** Licensee has separately contracted with the performer (UW Band Alumni Association ("UWBAA")). Pursuant to that separate contract, UWBAA has represented and warranted that at least seventy-two (72) hours prior to the Performance, it will secure such consents, licenses, certificates and/or permits as may be required for compliance with all laws relating to the employment of minors in the event any minor is scheduled to appear or be employed in connection with the Performance.
- (e) **Licenses and Permits.** Pursuant to the contract between Licensee and UWBAA, UWBAA has represented and warranted that at least seventy-two (72) hours prior to the Performance, it will secure such consents, licenses, certificates and/or permits as may be required for the Performance and/or for the use of any motion picture, television, radio, broadcasting, recording and/or other equipment in connection therewith.

15. Breach and Termination.

- (a) **Breach.** The following events shall constitute a breach of this agreement by Licensee:
 - (i) Licensee's failure to hold any of the Performances;
 - (ii) Licensee's failure to pay any sum required to be paid pursuant to paragraph 1 above.
 - (iii) Damage or destruction of the Facility or any part thereof caused by the negligent acts of the Licensee, its employees, officers, agents, or other representatives;
 - (iii) Licensee's failure to comply with any and/or all of the terms and conditions of this agreement.
- (b) **Termination.** In the event of a breach by Licensee as described in subparagraph 15(a) above, Licensor shall be entitled to terminate this Agreement in its entirety or in part as to particular Performances in its sole discretion. Notwithstanding such termination, Licensee shall remain liable for all amounts which would have been due Licensor pursuant to paragraph 2 above as though all Performances had occurred. In the event of a termination of this Agreement pursuant to this subparagraph, Licensor, in addition to any and all legal or equitable remedies which Licensor may have shall be entitled to retain all funds collected pursuant to Paragraphs 1 and 3 above until such time as Licensee and Licensor agree upon division of same or such time as a court determines the parties' rights with respect thereto.

- 16. **Load-In and Load-Out.** Licensee will commence its load-ins no earlier than the following date and time: in accordance with paragraph 1 of this agreement. Licensee will complete its load-out no later than the following date and time: in accordance with paragraph 1 of this agreement. If Licensee fails to vacate and surrender the Facility before the time specified in this paragraph, Licensor reserves the right, in addition to all other rights and remedies which it may have, to remove Licensee's property from the Facility at Licensee's expense and to charge the Licensee the cost of such removal and One Thousand Dollars (\$1,000.00) per day for each day or portion thereof that Licensee or Licensee's property remains on the Premises.

17. **Miscellaneous Provisions.**

- (a) **Assignment.** This Agreement is not assignable by Licensor or Licensee without the express written consent of the other party.
- (b) **Entire Agreement.** This Agreement, together with all Addenda, if any, hereto, constitutes the entire agreement between the Licensor and Licensee with respect to the Performances contemplated herein. All previous agreements and understandings between the parties are superseded by this Agreement. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by both parties hereto.
- (c) **Notices.** All notices and other communications hereunder shall be in writing and deemed to have been given:
- (i) upon delivery by hand to the appropriate address of Licensee or Licensor, and their respective counsel, set forth below; or
 - (ii) on the third (3rd) business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, to such addresses. All notices shall to sent to the following addresses:
- If to Licensor: Kimberly Meller
Events & Operations Manager
Weill Center Foundation, Inc.
Stefanie H. Weill Center for the Performing Arts
826 North 8th Street
Sheboygan, Wisconsin 53081
- If to Licensee: Mike Vandersteen
Mayor's International Committee
Sheboygan City Hall
828 Center Avenue
Suite 301
Sheboygan, WI 53081
- (d) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin and the Ordinances of the City of Sheboygan, and all parties are bound to said laws and ordinance notwithstanding any provision in this contract to the contrary. In the event of any action, suit, or proceedings hereunder, venue for such action, suit or proceeding shall be in Sheboygan County, Wisconsin.
- (e) **Successors.** This agreement shall be binding upon Licensee and Licensor and their respective successors.
- (f) **Severability.** In the event any provision or portion of this Agreement shall be held invalid or unenforceable, the remainder of the Agreement or the application of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- (g) **Counterparts.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as duplicate originals and shall constitute and be but one and the same instrument.
- (h) **Attorney's Fees.** In the event it becomes necessary for any party to this Agreement to enforce its rights hereunder through any administrative, arbitration or other legal proceeding, then in such event, the prevailing party shall be entitled to recover reasonable

attorneys' fees and costs in such proceeding(s) through all appeals, including actual cost of in-house counsel on an hourly basis.

- (i) **Waiver.** No waiver by Licensor of any right hereunder shall affect any subsequent right of Licensor to exercise the same or other rights, nor shall such waiver be construed as a waiver of any further default or breach hereunder. The failure of Licensor to insist upon strict compliance with any of the terms, conditions and/or covenants and/or conditions hereof shall not be deemed a waiver of any rights or remedies which Licensor may have and shall not be deemed a waiver of any subsequent breach or default of any such terms, conditions and/or covenants.
 - (j) **City Administration of this Contract.** The Mayor's International Committee shall have primary responsibility for the administration of the City's responsibilities under this Agreement.
 - (k) **City Funds.** For the avoidance of doubt, only funds held by or for the benefit of the Mayor's International Committee may be used to satisfy any liability imposed on the Licensee under this Agreement. In case of any dispute, the Licensor shall be entitled to proceed against such funds, but shall have no right to demand payment or proceed against the general funds of the City of Sheboygan.
 - (l) **Paragraph Headings.** Paragraph headings herein are for convenience only and in no way affect the interpretation of this Agreement.
18. **Force Majeure.** In the event that the Performance of any of the provisions of this Agreement on the part of the Licensee or Licensor shall be prevented or interfered with by an act of God, fire or national or local calamity or death or physical or other disability of any of the personnel forming part of or used in connection with the Production, the acts or regulations of any public authority or labor union, labor difficulties, strike, war, epidemic, storm or inclement weather, or any other cause that renders such Performances impossible, such party shall be relieved of its obligations hereunder with respect to the Performance(s) so prevented because of such cause. If any Performance shall be prevented for any of the foregoing causes, neither the Licensor nor Licensee shall be under any obligation to present the Production at a different time. In the event the Licensor and Licensee jointly decide the theater should be closed because of fire, national or local calamity or similar act of God, neither party shall have any financial claim on the other resulting from losses during the period of closing.
19. **Additional Provisions.** IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed the day and year first above written. **LICENSEE by signing this agreement, acknowledges receipt and acceptance of all rules and policies governing the use of the Stefanie H. Weill Center as defined in the document titled "Weill Center Rental Information" and said document serves as an addendum to this agreement.**

<Signature block appears on next page>

LICENSOR:

STEFANIE H. WEILL CENTER

By: _____
Kimberly Meller

Date: _____

LICENSEE:

CITY OF SHEBOYGAN

By: _____
Mike Vandersteen, Mayor

Date: _____

Attest: _____
Meredith De Bruin, City Clerk

Date: _____

Signatures of city officials are authorized by the Common Council of the City of Sheboygan pursuant to Res. ____-18-19.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Modify the Table of Organization for the Office of the City Administrator

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

REPORT DATE: February 5, 2019

MEETING DATE: February 11, 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: Chapter 82

BACKGROUND / ANALYSIS:

As the city continues to provide a detailed budget document, a greater skillset is required to move the city forward, including a shift to the MUNIS budget module. This position was originally created to assist the Finance Director during the budget process. On a go-forward basis, however, the position is now responsible for working directly with individual departments throughout the year in creating and managing the department budgets.

STAFF COMMENTS:

This action supports both the current and future needs within the Office of the City Administrator and the Finance Department.

ACTION REQUESTED:

Motion to request the Office of the City Attorney to draft a General Ordinance, removing the position of Budget Analyst and replacing the position with Assistant to the City Administrator.

ATTACHMENTS:

- I. General Ordinance Draft identifying changes to the Office of the City Administrator.
- II. Job Purpose (previously known as Job Description): Assistant to the City Administrator.

ASSISTANT TO THE CITY ADMINISTRATOR

POSITION PURPOSE



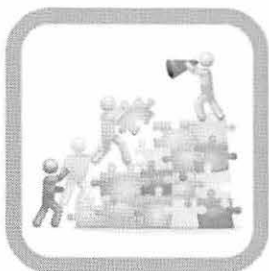
CITY OF SHEBOYGAN

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 relaxed, casual, unpretentious and fun 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.

ASSISTANT TO THE CITY ADMINISTRATOR

POSITION PURPOSE



POSITION DESCRIPTION



Title:	Assistant to the City Administrator
Direct Supervisor:	City Administrator
Version Date:	1/30/19
Salary Grade:	M
FLSA Status:	Exempt (Non-represented)

Position Summary

The Assistant to the City Administrator is a highly technical position responsible for completing various projects assigned by the City Administrator, as well as assisting and/or championing the development, design and implementation of the annual budget. Work primarily involves managing the timely flow of the budgeting process, providing leadership and assisting departments with budgetary problems and concerns; developing, designing and monitoring performance measures; long range trend analysis; compiling and leading the efforts needed to prepare the annual budget. Additional projects and/or assignments as needed, including projects unrelated to finance. The incumbent works under the general supervision of the City Administrator.

Essential Duties & Responsibilities

1. In conjunction with the Director of Finance, manages the development, review and publication of the annual budget in conformance with the Long Term Financial Plan and annual budget parameters. Coordinate, with Department Heads, the development of useful performance measures and assists in the assimilation of those measures into department operation. Submits for award consideration.
2. Performs research and development of various projects, reports, periodic surveys, grant applications, and miscellaneous projects as needed throughout City operations, both related and unrelated to finance.
3. Assists Department Heads in the identification and resolution of budgetary opportunities and concerns throughout the year.
4. Assists the City Administrator in the development and monitoring of departmental budget.
5. In conjunction with the Director of Finance, creates and distributes Popular Annual Financial Report.
6. Oversees the coordination and publication of annual performance measurement report. Develops annual scorecard and award application. Participate in comparative benchmarking effort including electronic format.
7. Provides and presents long range trend analysis and other reports to identify concern areas of spending and the basis for long-term policy decisions.
8. Analyzes revenue trends and identifies concern areas; identifies service areas which may be possibly revenue supportive, monitor existing rates and recommend rate changes to reflect current cost of services.
9. Manage the development and update of capital improvements program.
10. Participates in the implementation and/or upgrades of budget-related MUNIS software system, particularly in integrating the account code structure with the budget categories and training of users.
11. Meets with and presents budgeting and financial issues to public groups and individuals.
12. Oversee the development, analysis and presentation of the annual community survey.
13. Oversee the development, presentation and publication of strategic plan and quarterly benchmark reports.
14. Develops and updates documents for the promotion of the department and the city, including social media and city website.
15. Provide support services for various committees including new member orientation.

ASSISTANT TO THE CITY ADMINISTRATOR

POSITION PURPOSE



Supervisory Responsibilities

There are no supervisory responsibilities required of this position. Periodically, perform lead role in directing and coordinating projects for interns.

Qualification Requirements

- Friendly, positive, cooperative professional, able to work with internal and external employees, vendors, and citizens in a professional capacity.
- Knowledge of rules and regulations of the Common Council relative to financial disbursements.
- Knowledge of performance measure budgeting and analysis.
- Ability to maintain financial records and accounts.
- Ability to prepare financial reports.
- Ability to close books and make necessary adjustments.
- Ability to assist in various aspects of budget preparation.
- Ability to work effectively under tight time constraints.
- Ability to communicate effectively, both orally and in writing with individuals both inside and outside the organization.
- Ability to perform various trend analysis, identify concerns and recommend long term solutions.
- Professional-level knowledge of Microsoft Office and Adobe products and the ability to work at a personal computer terminal for extended periods of time.
- Ability to adapt to financial software products.

Education & Experience

A Bachelor's degree in Public Administration, Political Science, Accounting, Business or a related field preferred. A minimum of three to five years of professional work experience in budget development and analysis and general accounting, and/or any equivalent combination of experience and training which provides the equivalent education, knowledge, abilities and skills, preferably in the public sector. A valid driver's license is also required.

Pre-Employment

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

Language Skills

Position requires the ability to work cooperatively and communicate effectively in written and verbal form. Prepare and maintain accurate and complete reports and records. Ability to prepare and present reports and make presentations as needed or required. Ability to work with all demographics preferred.

ASSISTANT TO THE CITY ADMINISTRATOR

POSITION PURPOSE



Mathematical Skills

Knowledge of principles and practices of accounting, budgeting and finance in municipalities.

Reasoning Ability

Ability to act, make decisions and justify action based on rational thought, good judgment and logical thought.

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. Work performed is primarily in a standard office environment that includes exposure to computer screens. Primary functions include sufficient physical ability and mobility to work in an office setting, sit and answer phones, and use of computer equipment on a continuous basis.

On a frequent basis, must have the ability to stand, walk, sit, talk, and reach with hands and arms and occasionally lift, bend, stoop and retrieve files and boxes weighing up to 25-30 pounds. Position requires the operation of office equipment and required repetitive hand movement and fine coordination including use of a computer keyboard.

Work with employees and/or the public that may be angry or upset. Maintains regular punctual and predictable attendance, works overtime and extra hours as required.

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.

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: _____

ASSISTANT TO THE CITY ADMINISTRATOR POSITION PURPOSE



YEARLY PERFORMANCE EVALUATION



Employee Name:

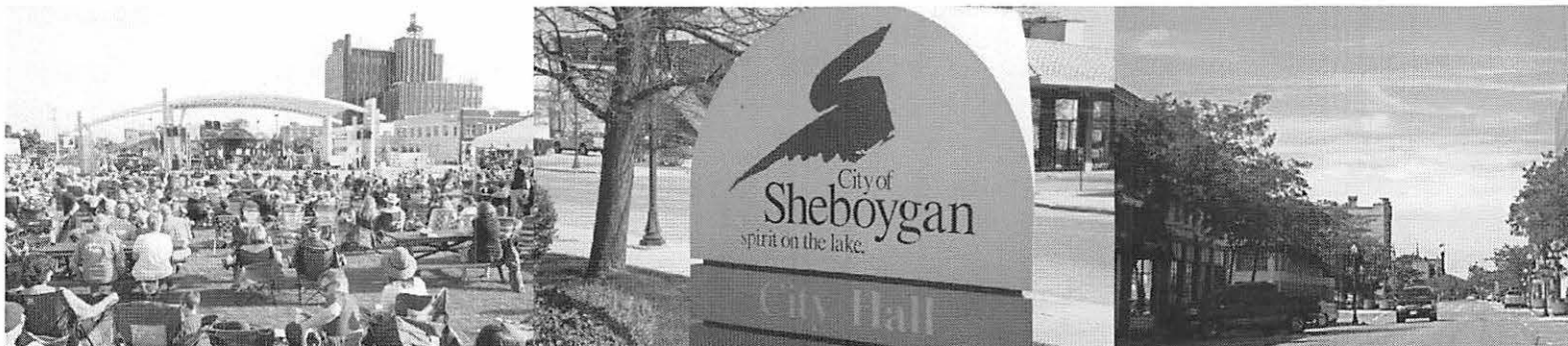
Performance Period:

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?**



For more about Sheboygan, visit www.sheboyganwi.gov

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Modify the Table of Organization for the Senior Activity Center

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

REPORT DATE: February 5, 2019

MEETING DATE: February 11, 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: Chapter 82

BACKGROUND / ANALYSIS:

Current and future needs of the department and city, as well as recent retirements have resulted in an evaluation of the needs for senior services within the City of Sheboygan. In consideration of the desire to make this community "senior friendly", a focus for this position will include services and programs outside of the Senior Activity Center.

STAFF COMMENTS:

This action supports both the current and future needs of the Senior Activities Center, but adds support to the increase in a strategic focus to improve services available for seniors throughout the community.

ACTION REQUESTED:

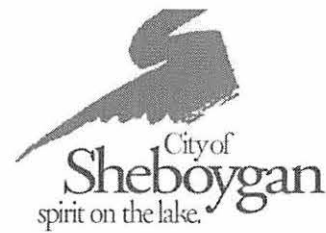
Motion to request the Office of the City Attorney to draft a General Ordinance, removing the position of Senior Activities Center Supervisor and replacing the position with Director of Senior Services at Pay Grade M.

ATTACHMENTS:

- I. General Ordinance Draft identifying changes to the Senior Activities Director.
- II. Job Purpose (previously known as Job Description): Director of Senior Services.

DIRECTOR OF SENIOR SERVICES

POSITION PURPOSE



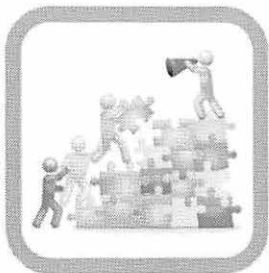
CITY OF SHEBOYGAN

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 relaxed, casual, unpretentious and fun 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.

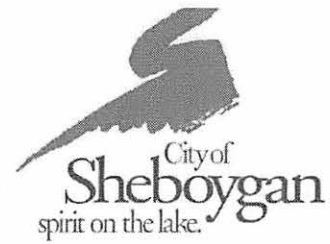
Innovation: We acknowledge the weaknesses within government and create ethical, forward thinking solutions to overcome them. We identify, develop and deploy leading edge technology, employee development programs and process improvement tools.

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.

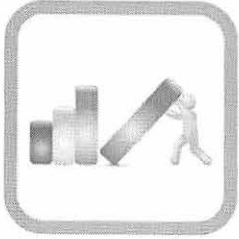
Service: Our primary duty is to the people we serve. We are accessible, consistent, responsive, and understanding. We provide assistance beyond our customers' expectations, and we find effective solutions to problems that they bring to our attention.

DIRECTOR OF SENIOR SERVICES

POSITION PURPOSE



POSITION DESCRIPTION



Title: Director of Senior Services
Version Date: 02/05/2019
Salary Grade: K

Position Summary

The Director of Senior Services actively develops or participates in city-wide activities for citizens of all ages, as well as oversees the operation and maintenance of the Activity Center and ensures all programs meet the needs of those 55 and over in the City of Sheboygan. The position works under the limited supervision of the City Administrator.

Essential Duties & Responsibilities

1. To enhance the quality of life for citizens, with emphasized focus on seniors within the community, by developing programs and/or participating in various community-sponsored events in an effort to increase engagement and participation of citizens.
2. Prepares and oversees the annual budget for the Senior Services Department.
3. Assists in the preparation and oversees the Friends of SACS annual budget.
4. Coordinate, oversee and make public presentations for the work of the Sheboygan For All Livability Task Group.
5. Manages the daily operation of building services, HVAC, gas, electricity, alarms, emergency procedures and security issues and troubleshoots problems.
6. Oversees the preparation and distribution of monthly agendas, Supervisor's reports, financial reports and quarterly benchmark reports for Senior Services Commission and the Board of the Friends of the Senior Activity Center.
7. Purchases and manages the utilization of all center equipment including computers, copy machine, telephone system, video, electronic and sound equipment, office supplies, decorations, furniture, household and janitorial supplies.
8. Increases public awareness of the center's programs and services through public speaking, presentations, community networking and development of business and community partnerships.
9. Regularly evaluates Senior Activity Center services and programs and recommends improvements.
10. Coordinates community groups' utilization of the Senior Activity Center and obtains building use agreements from outside groups and organizations.
11. Provides leadership and direction in the development of short and long term plans.
12. Prepares various legal documents, vouchers, letters, memos and other correspondence pertaining to Senior Services Department.
13. Maintains and updates contracts with outside vendors, guest presenters, sponsors and program leaders.
14. Oversees marketing and communication efforts for SACS programs and events.
15. Attends Senior Services Commission meetings and sub-committee meetings and delivers ongoing reports.
16. Attends Friends of SACS Board meetings and sub-committee meetings and makes recommendations for the enhancement of the facility and programs offered at their request.

DIRECTOR OF SENIOR SERVICES

POSITION PURPOSE



Supervisory Responsibilities

Trains, supervises and evaluates Senior Services Department staff hired by the City of Sheboygan, those hired by the Friends of the Senior Activity Center, voluntary program leaders and volunteers.

Sets up daily work schedules for adequately staffing the operations of the center and complies with the City of Sheboygan and Friends Memorandum of Understanding for supervision of the building.

Directs and enforces compliance with all City personnel and safety policies and regulations and department policies and regulations.

Qualification Requirements

Position requires knowledge of principles and practices of effective employee supervision, including selection, training, evaluation and discipline and skills in planning, organizing, assigning, directing, reviewing and evaluating the work of assigned staff and volunteers.

Ability needed to motivate staff and implement goals, objectives, policies, procedures, work standards and internal controls.

Ability needed to plan, organize and implement multi-faceted senior programs and activities.

Experience and the ability to work cooperatively and effectively with, and make presentations to, older adults, staff and other City personnel, members of the Senior Services Commission, Common Council, Friends of the Senior Activity Center and other community organizations.

PC literacy including working knowledge of software including: Internet Explorer, Microsoft Word, Microsoft Publisher, Excel, Munis and Quikbooks Accounting systems.

Position requires a high sense of responsibility and initiative to work independently and productively without direct supervision and to work effectively from written and verbal instructions. Must champion and/or oversee a monthly newsletter and professionally correspond with organizations such as the Sheboygan Press, AARP, etc.

Education & Experience

A Bachelor's degree is required in a field relating to business, non-profit or related, plus and a minimum of three years of professional work experience, including direct supervisory experience. Experience in planning/conducting activities/ programs in a senior adult recreation environment preferred.

Pre-Employment

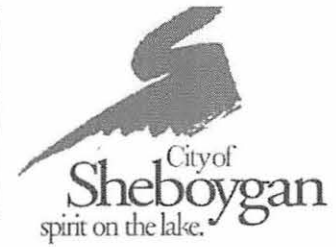
Job offers for this position are contingent on the individual passing a pre-employment drug screen, background check and psychological review.

Language Skills

Ability to communicate effectively and professionally in both written and verbal form. Prepare and maintain accurate and complete reports and records. Ability to prepare and present Annual Report to Common Council and make presentations and requests before the Common Council as needed.

DIRECTOR OF SENIOR SERVICES

POSITION PURPOSE



Mathematical Skills

Knowledge of basic budgeting principles.

Reasoning Ability

Ability to act, make decisions and justify action based on rational thought, good judgment and logical thought.

Physical Demands

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

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

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

Work Environment

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

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

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: _____

DIRECTOR OF SENIOR SERVICES

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?



For more about Sheboygan, visit www.sheboyganwi.gov

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Benchmark measurements for Office of City Clerk for the period commencing October 1, 2018 and ending December 31, 2018.

REPORT PREPARED BY: Meredith DeBruin, City Clerk

REPORT DATE: February 5, 2019

MEETING DATE: February 11, 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 2018 Benchmark measurements for the Office of the City Clerk (including Elections, Common Council and City Clerk) reflecting the performance for the period commencing October 1, 2018 and ending December 31, 2018.

ELECTIONS:

Measurements	2016 Actual	2017 Actual	2018 YTD	2018 Goals
<u>Workload</u>				
Number of elections	4	2	4	4
Total votes cast	42,675	9,856	34,740	51,000
Percent of votes cast by absentee ballot	22%	22%	19%	18%
New registrants	5,231	300	3,943	7,500
Percent of voters who were new registrants	29%	52%	39%	2%
<u>Efficiency</u>				
Cost per vote	\$2.76	\$5.64	\$3.05	\$2.45

COMMON COUNCIL:

Measurements	2016 Actual	2017 Actual	2018 YTD	2018 Goals
<u>Effectiveness</u>				
Resident Satisfaction Rating	81%	76%	73%	80%

CITY CLERK:

Measurements	2016 Actual	2017 Actual	2018 YTD	2018 Goals
<u>Effectiveness</u>				
Resident Satisfaction Rating	96%	92%	94%	80%

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

None.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Benchmark Measurements for the Human Resources Department for the period of January 1, 2018 and ending December 31, 2018.

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

REPORT DATE: January 28, 2019

MEETING DATE: February 11, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The objectives of the report is to keep the Finance and Personnel Committee updated on the status of benefit programs and costs, as well as other necessary communication.

STAFF COMMENTS:

The significant and/or notable highlights will be shared at the meeting, including medical and dental insurance loss ratios and claims paid through December 31, 2019. In addition, turnover will be discussed.

ACTION REQUESTED:

For informational propose only.

ATTACHMENTS:

- I. Human Resources Benchmark Measurements CY2018.



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.

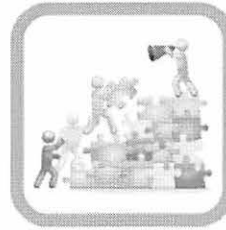
Our Vision is to be a family-oriented and prosperous community with a wide variety of housing, business, cultural and recreation opportunities in safe and attractive neighborhoods.

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 relaxed, casual, unpretentious and fun while providing high-quality, meaningful services for the citizens of the City of Sheboygan.

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**



PEOPLE MOVEMENT | HEADCOUNT

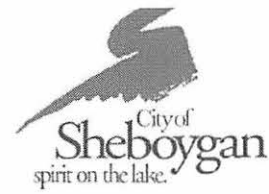
Turnover is inevitable in any organization. People remain the city's most valuable asset. The Human Resources Department tracks changes throughout the year in order to evaluate areas of concern.

2016		2017		2018 - YTD through Dec	
12 retired	2.7%	13 retired	2.9%	18 retired	5.6%
25 resigned	3.1%	19 resigned	4.2%	35 resigned	7.8%
3 discharged	0.6%	2 discharged	0.4%	1 discharged	0.2%
0 laid off	0.0%	1 laid off	0.2%	0 laid off	0.0%
2 job eliminat	0.4%				
6.8%		7.6%		13.6%	

War For Talent

Total turnover is up for the year almost double from 2017. While the number of retirements is higher than 2016 and 2017, many of the retirements were anticipated. Resignations are not predictable and this year, an alarming increase occurred. 2018 is up significantly throughout the city, almost double from 2017. This trend is very concerning. The City of Sheboygan needs to make valiant efforts are retaining talent - including a continuation of competitive salary and benefits, as well as a culture that supports the city's mission, vision and values while providing meaningful employment to team members.

HUMAN RESOURCES | BENCHMARK MEASUREMENTS CALENDAR YEAR 2018



HUMAN RESOURCES DEPARTMENT

The Human Resources Department is responsible for recruitment of qualified applicants, employee orientation, maintenance of personnel records, administration of employee benefits, retirement processing, compensation administration, job classification and labor market research, employee relations, labor negotiations, health and wellness administration, and regulatory compliance.

Statement of Purpose

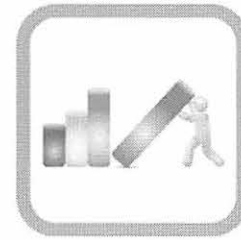
The function of the Human Resources Department is to provide applicants and employees to various departments to successfully serve the City of Sheboygan and to provide employees with appropriate compensation and benefits programs both during employment and into retirement.

Culture

The atmosphere throughout the city, as well as in the Finance and Human Resources Departments, should be like getting together with friends or family. This means staff needs to provide an experience that is relaxed, casual, unpretentious, and fun while at the same time providing services that are high-quality, meaningful, and excellent.

Staff Expectations

The foremost item in every employee's job purpose 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.



PULSE OF INSURANCE PROGRAMS

Health insurance is one of the city's highest expenditures. The City of Sheboygan has teamed up with a group of employees to review and implement programs that aim to keep employees healthy and contain costs in medical expenditures.

Medical Insurance

Health Plan Loss Ratio CY2018:	109.46%
Total Plan Costs:	\$6,694,677
Projected Plan Cost:	\$6,116,021
Difference:	(\$578,656)

Dental Insurance

Dental Plan Loss Ratio CY2018:	103.35%
Total Plan Costs:	\$ 448,522
Projected Plan Cost:	\$ 433,988
Difference:	(\$14,533)

Employee premium rates were increased by 10% for 2018 and 2019. In addition, several plan design changes were approved in 2019. However, based on current trend, the plan falls short of projected expenses. Additional changes will be reviewed with the team with recommendations anticipated by the start of the second quarter, 2019.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Benchmark measurements for the Finance Department, for the period commencing January 1, 2018 and ending December 31, 2018.

REPORT PREPARED BY: Marty Halverson, Finance Director/Treasurer

REPORT DATE: February 7, 2018

MEETING DATE: February 11, 2018

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:

The benchmark measurements for the Finance Department for the Year 2018 and period commencing October 1, 2018 and ending December 31, 2018 is presented for information and discussion.

STAFF COMMENTS:

Highlights of the report are as follows:

- Vendor checks issued in the fourth quarter 2018 totaled 1,517 which was almost 200 more than fourth quarter 2017 issued. The year finished 19% over benchmark but down 2% from 2017.
- Reports are now available for department heads to view when they run their respective reports. Finance Department will continue to work with departments should they have questions or need support.
- Wisconsin Bank & Trust began collecting taxes on December 14, 2018 for 2018 taxes. As of December 31, 2018, \$11,844,775 was collected by the bank. At the time of this report collection was completed and the bank collected 36% which was down approximately 2% from the previous year. The belief is that the weather did have some impact on this with citizens going to the County to pay when the bank was closed.
- Rate of return on investments exceeded the benchmark goal.
- The Board of Review convened on June 12, 2018 with no cases presented.
- Cost of assessing per parcel increased slightly but was consistent with 2017.

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

- i. Finance and Assessing benchmark measurements.

FINANCE

	2016	2017	2018	2018
Measurements	Actual	Actual	Actual	Goals
<u>Workload</u>				
Vendor checks issued	6,030	6,038	5,930	5,000
Accounts receivable invoices	682	1,223	1,459	1,250
Receipts processed	24,664	27,758	23,166	24,500
Journal entries posted	4,025	4,712	4,259	4,200
<u>Effectiveness</u>				
Percent of reports distributed by the 15th	0%	50%	0%	50%
Percent of reconciliations completed by the 20th	0%	25%	0%	50%
Percent of receipts processed within one business day	95%	95%	93%	95%
<u>Efficiency</u>				
% of taxes collected at financial institutions	35%	38%	36%	40%
<u>Effectiveness</u>				
Rate of Return on investment	1.53%	1.38%	1.70%	1.50%
Basis points above LPIG	1.11%	0.17%	-0.18%	0.25%

ASSESSING

	2016	2017	2018	2018
Measurements	Actual	Actual	Actual	Goals
<u>Workload</u>				
Cases presented/cases upheld by Board of Review	0	0	0	5
<u>Efficiency</u>				
Cost of assessment per parcel	\$20.29	\$19.72	\$19.81	\$19.74
<u>Effectiveness</u>				
Assessment ratio	0.9966	0.962	0.9048	0.94

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, 2018 and ending December 31, 2018

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: January 28, 2019
(Revised 2/08/2019)

MEETING DATE: February 11, 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 fourth quarter 2018 Benchmark measurements for the Office of the City Administrator reflecting the performance for the period commencing January 1, 2018 and ending December 31, 2018.

STAFF COMMENTS:

The following information indicates the Benchmark measurements established for the Office of the City Administrator relative to the calendar year 2018. 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	2016 Actual	2017 YTD	2017 Actual	2018 YTD	2018 Goals
Effectiveness					
Resident satisfaction rating with service efficiency	91%	N/A	87%	91%	80%
Resident satisfaction rating with communication	87%	N/A	97%	87%	80%
Resident satisfaction rating with city performance	93%	N/A	94%	95%	80%
GFOA Budget Award	N/A	Yes	Yes	Yes	Yes
ICMA CPM Award	N/A	Yes	Yes	Yes	Yes
GFOA PAFR Award	N/A	N/A	No	N/A	Yes
Number of Strategic Plan quarterly updates	N/A	3	4	4	4

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

None