

*****ATTACHMENTS*****

II

UPDATED COPY

2.2

R. O. No. _____ - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATOR'S LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2012	M & K Lawn Services	145 Foxglove Ln., Sheb. Falls

TEMPORARY "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3059	People to People	3822 Main Ave. - one-day event to be held 3/13/16 to include the cafeteria area at RCS, 2607 Geele Ave.
1381	St. Peter Claver Ushers Club	1444 S. 11 th St. - one-day event to be held 3/6/16 to include all of the Van Treeck Hall, lower level of church.
2633	Sheboygan Blue Line Assoc.	1202 Wildwood Dr. - two-day event to be held 3/18/16 to 3/19/16 to include all of the Blue Line bldg. for Ice Bowling.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
6944	Vargas, Ramon C.	1919 Indiana Ave.

II

R. O. No. - 15 - 16. By BOARD OF CONTRACTORS EXAMINERS.
February 1, 2016.

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

2617	Bret Woodland N9416 Logan Ln Appleton, WI 54915-7285	General Contractor
2629	Charles Steffes W400 River Ln St Cloud, WI 53079-1442	Carpenter Contractor
0795	Andrew Hopp 4255 N 29 th St Sheboygan, WI 53081-6114	Carpenter Contractor

Consent

II

R. O. No. - 15 - 16. By CITY ATTORNEY. February 1, 2016.

Submitting, as a matter of record, the following Easements (mini-storm sewer), executed in accordance with Res. Nos. 90-15-16 and 91-15-16, which have been recorded in the Sheboygan County Register of Deeds Office:

1. Easement dated November 5, 2015 between the City of Sheboygan and Mary C. Reinhardt (3901 South 17th Place);
2. Easement dated November 5, 2015 between the City of Sheboygan and Dana A. Zenil and Kathleen Zenil (2723 North 31st Street); and
3. Easement dated November 5, 2015 between the City of Sheboygan and Larry F. Senkbeil (3817 South 17th Place).

Consent

City Attorney

EASEMENT

THIS INDENTURE, made this 5th day of November, 2015, by and between Larry F. Senkbeil, residing at 3817 S. 17th Place, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";



8 3 6 0 3 3 2

Tx:4103388

2012192

SHEBOYGAN COUNTY, WI

RECORDED ON

11/09/2015 3:27 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

EXEMPTION #

Cashier ID: 6

PAGES: 2

Return To:

City Attorney

828 Center Avenue, Suite 304

Sheboygan WI 53081-4442

59281-423340

Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east eight feet (8') of the west seventy-five feet (75') of Lot 7 and the north fourteen and eighty-one hundredths feet (14.81') of the east eight feet (8') of the west seventy-five feet (75') of Lot 6 of the following described property:

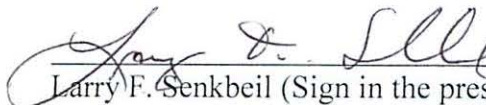
PARKWOOD ESTATES WEST, PART OF LOTS 6 AND 7, BLK 1, CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused the execution of this document on this 6 day of OCTOBER, 2015.


Larry F. Senkbeil (Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 6th day of October, 2015, Larry F. Senkbeil, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

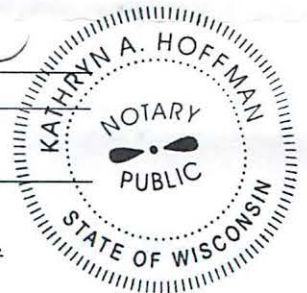
Linda McCabe
Linda McCabe
Notary Public-Sheboygan County
My commission expires 12/11/2016

ACCEPTED BY: CITY OF SHEBOYGAN
BY: Michael Vandersteen
Michael Vandersteen
Mayor
ATTEST: Susan Richards
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 5th day of November, 2015, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

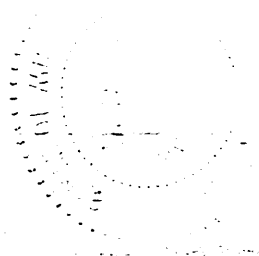
Kathryn A. Hoffman
Kathryn A. Hoffman
Notary Public-Sheboygan County
My commission expires 1-27-18



Acceptance is authorized by and in accordance with Res. No. 90-15-16.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454



Handwritten signature or name



EASEMENT

THIS INDENTURE, made this 5th day of November, 2015, by and between Dana A. and Kathleen Zenil, residing at 2723 N. 31st Street, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";



8 3 6 0 3 3 1
Tx:4103388

2012191
SHEBOYGAN COUNTY, WI
RECORDED ON
11/09/2015 3:27 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 6
PAGES: 2

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281-609210
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east eight feet (8') of the west ninety-seven feet (97') excluding the portion of the existing south property line thirty feet (30') storm sewer easement from the original plat of the following described property:

EVERGREEN PARK ESTATES, LOT 8 BLK 4, CITY OF SHEBOYGAN,
COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 16th day of October, 2015.

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Faint, illegible text in the upper left quadrant.

Faint, illegible text in the upper right quadrant.

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Faint, illegible text in the middle right area.

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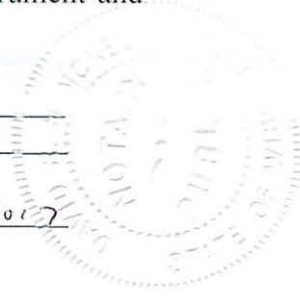
Dana A. Zenil
Dana A. Zenil
(Sign in the presence of a Notary Public)

Kathleen Zenil
Kathleen Zenil
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 16th day of OCTOBER, 2015, Dana A. and Kathleen Zenil, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

DAVID R. HENCKEL
Notary Public-Sheboygan County
My commission expires AUG. 19 2017

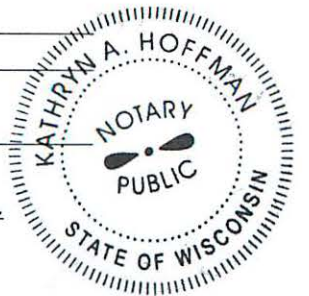


ACCEPTED BY: CITY OF SHEBOYGAN
BY: Michael Vandersteen
Michael Vandersteen
Mayor
ATTEST: Susan Richards
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 5th day of November, 2015, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Kathryn A. Hoffman
Kathryn A. Hoffman
Notary Public-Sheboygan County
My commission expires 1-27-18

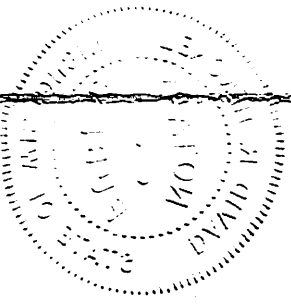


Acceptance is authorized by and in accordance with Res. No. 91-15-16.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

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Handwritten signature or name in the center of the page.



EASEMENT

THIS INDENTURE, made this 5th day of November, 2015, by and between Mary C. Reinhardt, residing at 3901 S. 17th Place, Sheboygan, Wisconsin, "GRANTOR," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "GRANTEE";



8 3 6 0 3 3 0

Tx:4103388

2012190

SHEBOYGAN COUNTY, WI

RECORDED ON

11/09/2015 3:27 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

EXEMPTION #

Cashier ID: 6

PAGES: 2

Return To:

City Attorney

828 Center Avenue, Suite 304

Sheboygan WI 53081-4442

59281-423330

Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the south eight feet (8') of the north twenty two and eighty-one hundredths feet (22.81') of Lot 6 of the following described property:

PARKWOOD ESTATES WEST, PART OF LOTS 6 AND 7, CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR** has caused the execution of this document on this 6 day of October, 2015.

Mary C. Reinhardt

Mary C. Reinhardt

(Sign in the presence of a Notary Public)

11/11/11

11/11/11

11/11/11

11/11/11

11/11/11

11/11/11

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 6th day of October, 2015, Mary C. Reinhardt, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Linda McCabe
Linda McCabe
Notary Public-Sheboygan County
My commission expires 12/11/2016

ACCEPTED BY: CITY OF SHEBOYGAN

BY:

Michael Vandersteen
Michael Vandersteen
Mayor

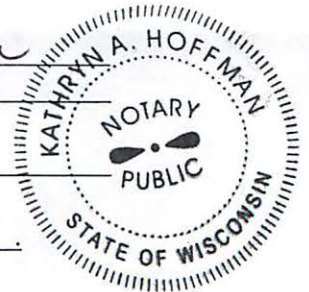
ATTEST:

Susan Richards
Susan Richards
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 5th day of November, 2015, Michael Vandersteen, Mayor, and Susan Richards, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Kathryn A. Hoffman
Kathryn A. Hoffman
Notary Public-Sheboygan County
My commission expires 1-27-18



Acceptance is authorized by and in accordance with Res. No. 90-15-16.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

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[Handwritten date: 11-12-14]

II

R. O. No. _____ - 15 - 16. By BOARD OF WATER COMMISSIONERS.
February 1, 2016.

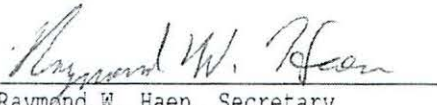
To the Honorable, the Mayor and Common Council:

The Sheboygan Board of Water Commissioners requests amending Section 122-98(c) of the Sheboygan Municipal Code relating to: Water Main Extensions (Special Assessments), to change the charge for water main assessments to \$30 per linear foot on each side of the street of whole frontage on each parcel of property.

The present assessment rate of \$25 per lineal foot on each side of the street has been in effect since 2010. The proposed change reflects current water main installation costs.

Consent


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

II

R. O. No. _____ - 15 - 16. By BOARD OF WATER COMMISSIONERS.
February 1, 2016.

To the Honorable, the Mayor and Common Council:

The Sheboygan Board of Water Commissioners requests amending Section 26-1007 of the Sheboygan Municipal Code to address the failure of galvanized water service laterals, which are problematic to repair.

The existing code reads:

Sec. 26-1007. - Defective lead services.

Whenever it appears, upon inspection, that a lead water service lateral has failed from the building control valve to the stop box, the lead lateral shall be replaced by a lateral of materials as set forth in Chapter SPS 384 of the Wis. Admin. Code.

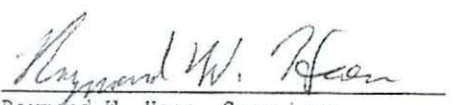
The proposed code to read:

Sec. 26-1007. - Defective lead and galvanized iron services.

Whenever it appears, upon inspection, that a lead or galvanized water service lateral has failed from the building control valve to the stop box, the lead or galvanized lateral shall be replaced by a lateral of materials as set forth in Chapter SPS 384 of the Wis. Admin. Code.

Consent


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

II

R. O. No. _____ - 15 - 16. By BOARD OF WATER COMMISSIONERS.
February 1, 2016.

To the Honorable, the Mayor and Common Council:

The Sheboygan Board of Water Commissioners requests amending Section 122-98(c)(2) of the Sheboygan Municipal Code relating to: Water Main Extensions (Special Assessments), to include "commercial zoned properties" with lots zoned as single and two family residential to be assessed only for water main in excess of 220 feet.

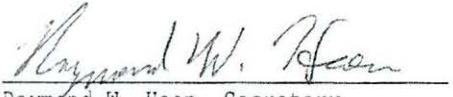
The proposed code to read (change underlined):

(c) Special assessments:

- (2) Whenever a parcel of land is platted or an unplatted district abuts two or more streets, consideration shall be made as follows:
 - a. The first water main, whether it is along the long side or short side of the lot, shall be assessed at \$25.00 per foot for the entire side.
 - b. When the second side of the corner lot receives a water main, the second side shall be charged only for the water main in excess of 120 feet; provided however, that if said lot is zoned for single, two-family residential or commercial use, the second side shall be charged only for the water main in excess of 220 feet.
 - c. Any length over 120 feet (220 feet for lots zoned for single, two-family residential or commercial use) shall be assessed at \$25.00 per foot.
 - d. The linear foot of frontage assessed to any parcel shall not be less than the minimum permitted lot width for lots in the particular zoning district, provided, however, that legal nonconforming lots shall be assessed based upon the actual linear foot frontage of the lot.

Consent


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

II

R. O. No. _____ - 15 - 16. By BOARD OF WATER COMMISSIONERS.
February 1, 2016.

To the Honorable, the Mayor and Common Council:

The Sheboygan Board of Water Commissioners requests amending Section 26-1003 of the Sheboygan Municipal Code relating to: Water services and private water mains, to include "polyethylene and polyvinyl chloride" in addition to ductile iron or soft copper as an acceptable material for installation between the water main and the curb stop.

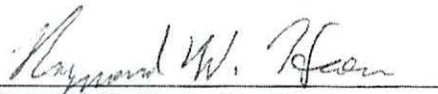
The proposed code to read (change underlined):

Sec. 26-1003. - Water services and private water mains.

Water service laterals and private water mains from the public water main in the street to the curb stop shall be ductile iron, soft copper, polyethylene (PE) or polyvinyl chloride (PVC), with no sweat joints underground. When it appears that a lead or galvanized water service has failed, it shall be replaced with ductile iron, soft copper, polyethylene (PE) or polyvinyl chloride (PVC), from the main in the street to the curb stop; provided, however, that water services damaged by the water utility during disconnection for nonpayment of a water bill may be repaired rather than replaced. Specified materials shall conform to material properties set forth in Chapter SPS 384 of the Wisconsin Administrative Code.

Consent


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

II

R. O. No. _____ - 15 - 16. By TRANSIT COMMISSION. February 1, 2016.

Your Commission who met and discussed the following:

1. R. O. No. 254-15-16 by the Purchasing Agent submitting a tabulation of bids associated with the purchase of a compact articulated loader for the Parking Utility; and
2. Res. No. 134-15-16 by Alderperson Belanger authorizing entering into contract for the purchase of (1) compact articulated loader for the Sheboygan Parking Utility;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

Consent

Transit Commission

III

4.6

Res. No. 134- 15 - 16. By Alderperson Belanger. January 18, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (1) compact articulated loader for the Sheboygan Parking Utility.

WHEREAS: The Sheboygan Parking Utility is in need of a replacement loader to replace the current 1999 Model New Holland Tractor loader. The Staff of the Parking Utility specified that the new machine be of an articulated variety for access to tight areas in and around the parking lots and;

WHEREAS: The Purchasing Agent issued a request for bids for a Wacker brand WL-32 Loader, which the staff had used on a trial basis and found to be perfect for their application and;

WHEREAS: Following a review of the bids received, the bid submitted by Eis Implement of Two Rivers WI was found to be the lowest responsive bid with the shortest lead time at a cost of \$49,869.00

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Eis Implement Inc. of Two Rivers WI for the purchase of (1) New, Wacker WL-32 compact end loader. The existing 1999 Tractor Loader will be sold at auction with the proceeds returned to the Transit Fund following receipt of the new unit.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Transit Fund in payment of same.

Transit approve.

John Belanger

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

II

3.7

R. O. No. 254- 15 -16. By PURCHASING AGENT. January 18, 2016.

Submitting a tabulation of bids associated with the Purchase of a compact articulated loader for the Parking Utility.

BIDDER	CITY	BID	LEAD TIME	EXCEPTIONS
Eis Implement	Two Rivers	49,869.00	7 days	None noted
Kelbe Brothers Inc	Butler	51,559.00	15 days	66" Bucket included
Mid State Equipment	Jackson	48,313.00	45 Days	None noted
Alternate Bids				
Kelbe Brothers	Jackson	48,229.00	10 Days	**

** 2016 Model Machine with 16 Hours of use. Unit includes \$ 2179.00 worth of additional options Including: Slow speed control Kit. Throttle Control Kit Full Factory Warranty & 66" "standard " bucket

The alternate unit proposed does not meet specifications and it is fairly certain that the extra features will never be needed by the Parking Utility.

The bid by Eis Implement Inc. meets all of the specifications and is available to the Utility in the shortest amount of time.

*Transit
approve*

Respectfully submitted,

Bernard R. Rammer

VIII

R. C. No. - 15 - 16. By FINANCE. February 1, 2016.

Your Committee to whom was referred Res. No. 135-15-16 by Alderperson Hammond approving the terms and conditions of the Contract for Sale of Land, By and Between the City of Sheboygan and Eighth-New Jersey, LLC; recommends that the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

1114

III

DIRECT REFERRAL TO FINANCE TO THEIR 1/25/16 MEETING

Res. No. 135 - 15 - 16. By Alderperson Hammond. January 25, 2016.

A RESOLUTION approving the terms and conditions of the Contract for Sale of Land, By and Between the City of Sheboygan and Eighth-New Jersey, LLC.

RESOLVED: That the City of Sheboygan hereby approves the terms and Conditions of the Contract for Sale of Land for Private Development By and Between the City of Sheboygan and Eighth-New Jersey, LLC, in form Substantially similar to the documents attached hereto and incorporated Herein by this reference.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan.

*Finance
Approve*

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

**CONTRACT FOR
SALE OF LAND FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF SHEBOYGAN, WISCONSIN
AND
EIGHTH - NEW JERSEY, LLC**

AGREEMENT, made this ____ day of January, 2016, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Eighth - New Jersey, LLC, a Wisconsin limited liability company (hereinafter called "Developer"), having an office for the transaction of business at 330 East Kilbourn Avenue, Suite 800, Milwaukee, WI 53202;

RECITALS

WHEREAS, the City has offered to sell and the Developer is willing to purchase certain real property more particularly described in **Exhibit "A"** annexed hereto and made a part hereof (which property as so described is hereinafter called "the Property") and to develop the Property by clearing the site and constructing, as determined by Developer in its sole discretion, either a mixed use building comprised of retail/commercial space and market rate residential apartments or a building comprised of solely market rate residential apartments, and all related improvements, such building to be comprised of a certain number of floors, as determined by Developer, , all at an estimated cost of Thirteen million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00) (hereinafter called "the Project"), in accordance with this Agreement; and

WHEREAS, the City believes that the development of the Property through construction of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety and welfare of its residents.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**ARTICLE I.
SALE: PURCHASE PRICE**

Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Developer for, and the Developer will purchase the Property from the City and pay therefor, the total amount of Ten and 00/100 Dollars (\$10.00) dollars, hereinafter called "Purchase Price," to be paid in cash or by certified check simultaneously with the delivery of the Deed (as defined below) conveying the Property to the Developer (the "Sale").

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	May 2016
Issuance of Building Permits	June 2016
Start Construction	July 2016
Substantial Completion	September 2017

It is anticipated that the Sale of the Property will be sold and conveyed as of June 1, 2016

**ARTICLE II.
CONVEYANCE OF PROPERTY**

SEC. 201. Form of Deed. The City shall convey to the Developer title to the Property described in Exhibit "A" by warranty deed (the "Deed"). Such conveyance and title shall be in addition to the condition subsequent provided for in Section 1104 hereof, and to all other conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement, subject to:

- (a) Rights or claims of parties in possession not shown by the public records;
- (b) Easements or claims of easements, not shown by the public records;
- (c) Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises;

- (d) Any lien or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
- (e) And such other liens, encumbrances, covenants or restrictions disclosed in the title insurance commitment to be provided by the City as set forth in Section 204(d) below; provided, however, that Developer has consented to and approved of such liens, encumbrances, covenants or restrictions as permitted encumbrances. The items referenced in Subsections (a) through (d) above and this Subsection (e) are referred to herein collectively as "Permitted Liens".

Furthermore, both the City and Developer recognize and acknowledge that there may be easements, encumbrances or reservations disclosed in the title insurance commitment with respect to the Property which will be continued, or newly created or reserved in the conveyance of the Property from the City to the Developer. The City shall use its best efforts to minimize the impact upon Developer's Project of any such easement(s) or encumbrance(s), and Developer's obligation to purchase the Property shall be conditioned upon Developer satisfying itself of the feasibility and suitability of the Property, subject to such easements or encumbrances, prior to the date of closing of the Sale.

SEC. 202. Time and Place for Delivery of Deed. The closing of the Sale and conveyance of the Deed referred to herein shall occur on June 1, 2016 (the "Closing Date"), or such other date as mutually agreed to by the parties, at the principal office of the City, and the Developer shall accept such conveyance and pay the Purchase Price to the City at such time and place.

SEC. 203. Recording of Deed. The Developer shall promptly file the Deed for recording among the land records of Sheboygan County. The Developer shall pay all costs for so recording the Deed.

SEC. 204. Conditions Precedent to Developer's Obligations. The Developer's obligation to conclude the Sale contemplated herein shall be subject to the Developer's satisfaction, or waiver thereof, of each of the following conditions on or prior to ten (10) days before the Closing Date:

- (a) **Property Acquisition.** Developer determining, after receipt of the survey and the environmental audit reports referenced below, and such other information as determined appropriate by Developer, whether it will acquire the Property under this Agreement.
- (b) **Financing Contingency.** Developer obtaining a written loan commitment from a lending institution of Developer's choice in an amount and with such terms and conditions acceptable to Developer, within Developer's sole discretion, for the construction of the Project and any and all Improvements (as defined below) related thereto.
- (1) **City Contribution.** Notwithstanding other costs and expenses paid or incurred as of the date of this Agreement and in order for this Project to occur, the City shall contribute not less than One Million Seven Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,775,000.00) in new funds from the creation of Tax Increment District No. 16 in upfront developer incentive on or before June 15, 2016. In order for the Developer to receive these funds, the Developer shall provide financial documentation to the City to substantiate the remaining funds needed to complete the Project as evidenced by agreements from lenders and equity investors.
- (2) **Evidence of Equity Capital and Bank Mortgage Financing.** As promptly as possible, but not later than sixty (60) days after approval by the City of the Construction Plans, the Developer shall submit to the City evidence reasonably satisfactory to the City that the Developer has the equity capital and commitments for mortgage financing necessary for the timely completion of construction of the Project and the Improvements.
- (c) **Environmental.** The City delivering to Developer, within fifteen (15) days after execution of this Agreement, all environmental information in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors, including, but not limited to, any and all environmental Phase I and Phase II environmental

reports, soil and groundwater test results, correspondence with and orders or directives from governmental agencies (e.g. the Environmental Protection Agency, the Wisconsin Dept. of Natural Resources and other such agencies), case closure letters, remedial action plans and similar information.

Developer's obligation to conclude the Sale is further contingent upon Developer determining, in Developer's sole discretion, not less than ten (10) days prior to the Closing Date, that (i) such information does not disclose the existence of any recognized environmental conditions or any other environmental issues, hazardous conditions, materials or substances located on, in or with respect to the Property to which Developer may object or (ii) Developer, at its expense, after reviewing for its own purposes and satisfying such requirement for Developer's lender, the environmental Phase II or soil and groundwater tests inspections, determines to move forward with the Sale.

For purposes of this Subsection (c), a hazardous material, condition, or substance, recognized environmental condition, or any other environmental condition shall include, but not be limited to, any condition, material or substance that does not comply with federal, state or local environmental laws, rules or regulations, any material or condition defined as hazardous within the meaning of such laws, rules or regulations, or any condition, material or substance defined as a recognized environmental condition as determined by the Standards of the American Society for Testing and Materials (ASTM), or the presence of asbestos, underground storage tanks, petroleum products or similar substances.

In the event such information, audits or reports disclose or confirm the presence of any hazardous material, condition or substance on, in or with respect to the Property, or the existence of any recognized environmental condition or any other environmental condition affecting or relating to the Property, Developer may, at Developer's sole discretion,

- (1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale, or
 - (2) accept the Property "as-is" despite the presence of such hazardous material, condition or substance or the existence of such recognized environmental condition or other environmental condition.
- (d) **Title.** The City delivering to Developer, within thirty (30) days after execution of this Agreement, a commitment in favor of Developer for an ALTA Form (2006 or its current equivalent form) owner's policy of title insurance (the "Title Commitment") with respect to the Property, from a title insurance company agreed upon by the parties ("Title Company") (the title insurance premium for such Title Commitment shall be paid by the City).

Within twenty (20) days after Developer's receipt of the Title Commitment, Developer shall notify the City in writing of any unacceptable exceptions which are disclosed in the Title Commitment; in the absence of such notification, such exceptions shall be deemed accepted by Developer. The Title Commitment shall contain such endorsements required by Developer, which endorsements shall be obtained at the Developer's expense. In the event Developer disapproves of any matter pertaining to title, Developer may request and the City shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that the City is attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to title shall be extended for a commensurate period. Any mortgages, liens or judgments shown on the Title Commitment will be paid or satisfied by the City or insured over by the Title Company on or prior to the Closing Date.

In the event that the City elects to cure, but is unable to satisfy any such defect or disapproved matter within such fifteen (15) day period, or in the event that the City elects not to cure any defect or

disapproved matter, Developer may, within ten (10) days after receipt of written notice from the City that the City has been unable to cure or is unwilling to cure:

(1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or

(2) Developer may take title to the Property "as-is".

- (e) **Survey.** Developer's receipt, of a current survey of the Property (the "Survey") from the City made by a surveyor licensed in the State of Wisconsin. Within thirty-five (35) days after execution of this Agreement and Developer's review of the Survey, Developer shall notify the City in writing of any unacceptable exceptions which are disclosed in the Survey; in the absence of such notification, the Survey shall be deemed accepted by Developer. In the event Developer disapproves of any matter pertaining to the Survey, Developer may request and the City shall, upon receipt of written request from Developer, use its best efforts to correct such defect or disapproved matter and to effectuate the same within fifteen (15) days after receipt of such request from Developer. During such period that the City is attempting to cure such defect or disapproved matter, the time for satisfaction or waiver of the condition pertaining to the Survey shall be extended for a commensurate period.

If such Survey continues to show the existence of any condition that would burden, interfere with or impair Developer's contemplated development of the Property, as determined by Developer, within Developer's sole discretion, Developer may

(1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or

(2) accept the Property "as-is" despite the existence of such condition on the Survey.

- (f) **Governmental Permits, Licenses and Approvals.** Developer obtaining prior to Closing Date, all necessary permits, licenses and approvals from the City, and/or any other applicable governmental entity or agency, for the Project and related Improvements, as determined by Developer, within Developer's sole discretion. The City agrees to use its best efforts and cooperate with Developer in the application for any such permits, licenses and approvals.
- (g) **Utility Connections.** Developer obtaining written evidence, at the City's expense, that sanitary sewer, storm sewer and potable water mains are located adjacent to the Property boundary line. In the event that sewer and water laterals are not stubbed off at the mains and located at the Property boundary line, the Developer shall be solely responsible for any and all costs and expenses related to bringing such sewer and water laterals to the Property boundary line.
- (h) **Soil and Topographic Conditions.** The City delivering to Developer, within ten (10) days after execution of this Agreement, all information, reports, documentation or otherwise in the possession of the City and/or the City's agents, attorneys, consultants or independent contractors relating to the soil and topographic conditions of the Property. Developer's obligation to conclude this Sale is further contingent upon Developer determining, in Developer's sole discretion, on or prior to the Closing Date, that such information does not disclose any soil or topographic conditions that would impair, interfere with or negatively impact, as solely determined by Developer, the Project or the Improvements related thereto. Developer's obligation to conclude this Sale is further contingent upon Developer obtaining, at Developer's sole expense, on or prior to the Closing Date,
- (1) written confirmation from a recognized and qualified soil and engineering firm (selected by Developer), that the soil and subsoil conditions of the Property are sufficient and suitable, as determined by Developer, in its sole discretion, for the Project and the Improvements related thereto, and

- (2) soil borings and soil reports which verify a minimum poundage per square foot (psf) of soil bearing capacity, as determined by Developer.

If the above written confirmation or soil reports show the existence of any condition that would burden, interfere with or impair Developer's contemplated development of the Property, as determined by Developer in its sole discretion within sixty (60) days after receipt and review of the information relating to the soil and topographic conditions of the Property, Developer may

- (1) terminate this Agreement by providing written notice thereof to the City thereby cancelling the Sale; or
- (2) accept the Property "as-is" despite the existence of such condition.

**ARTICLE III.
TIME FOR COMMENCEMENT AND COMPLETION OF
IMPROVEMENTS**

The construction of the Project shall be commenced in any event within three (3) months after the Closing Date of the Sale and, except as otherwise provided in this Agreement, shall be substantially completed within fifteen (15) months after commencement of construction.

**ARTICLE IV.
SPECIAL PROVISIONS**

SEC. 401. Minimum Investment. Developer shall utilize the Property by clearing the site and constructing the Project and all related improvements, at a minimum investment of Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00) dollars ("Minimum Investment")

Minimum Investment includes hard costs for construction of all buildings and other improvements on the Property and leasehold improvements. Minimum Investment includes all hard costs and expenditures as defined in Exhibit B (Developer's Construction Pro-forma) made or incurred by Developer, its

successors or assigns, in connection with the Project, on or before the completion date of construction of the Project on the Property as required by this Agreement, or such later date as the parties may hereafter agree, including, without limitation, any and all costs (remediation costs or otherwise) Developer may incur with respect to any environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property.

Any provision of this Agreement to the contrary notwithstanding, the City and Developer hereby acknowledge and agree that the failure of Developer, its successors or assigns, to satisfy the Minimum Investment requirements by the dates set forth herein shall not constitute a default or breach by Developer under this Agreement nor subject Developer, its successors or assigns, to any penalty, liability or remedy available to the City hereunder or otherwise available to it at law or in equity, provided that the cause of such failure by Developer, its successors or assigns, is unavoidable delay due to (a) acts of God or other matters beyond the control of Developer as referenced in Section 1107 below, or (b) environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property not arising from the act or omission of Developer, its successors or assigns; it being the purpose and intent of this provision that in the event of the occurrence or existence of such causes of delay, the time or times for satisfying the Minimum Investment requirements set forth herein shall be extended by the minimum period required for the completion of all necessary remediation of the Property, or a time period commensurate with the period of delay, as the case may be.

SEC 402. Guaranteed Property Tax Payment.

- (a) Guarantee. The Developer shall guarantee payment of an amount of real estate tax based upon the assessed value set forth in this section. The amount of real estate tax that the Developer and/or its affiliates, as the case may be, guarantee would be generated by the Project. The assessed value of the Project and related tax liability will be zero, through December 31, 2017. The initial assessed value of the Project shall be set as of January 1, 2018 and will be based

on a minimum value of Eleven Million Five Hundred Thousand Dollars (\$11,500,000) per the financial analysis submitted to the City. The assessed value shall be frozen until such time as not less than One Million Seven Hundred Seventy-Five Thousand Dollars (\$1,775,000) Tax Increment District No. 16 up-front developer incentive set forth in Section 204 (b)(1) plus interest is repaid in full.

- (b) Interest Rate Calculation. The interest calculation on the not less than One Million Seven Hundred Seventy-Five Thousand Dollars (\$1,775,000) Tax Increment District No. 16 up-front developer incentive will be calculated based on 1.5% above the City's General Obligation bond interest rate at the time of City's borrowing for this Project.

ARTICLE V.

PREPARATION OF PROPERTY FOR DEVELOPMENT

SEC. 501. City Responsibilities. The City shall, without expense to the Developer cooperate with the Developer, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the Developer in connection with the fulfillment of the Developer's obligations under this Agreement.

SEC. 502. Developer's Responsibilities. The Developer shall, without expense to the City:

- (a) **Assist City.** Cooperate with the City, other authorities, and other agencies, their departments, officers and employees, and provide such assistance as may be reasonably requested by the City in connection with the fulfillment of the City's obligations under this Agreement.
- (c) **Conduct Studies.** Prior to the Closing Date of the Sale of the Property from the City, conduct sufficient market, architectural and engineering studies, soils analyses, environmental assessments and any other investigations deemed necessary by the Developer to satisfy Developer of the feasibility and suitability of the Property to the Project.

**ARTICLE VI.
RIGHTS OF ACCESS TO PROPERTY**

SEC. 601. Right of Entry for Utility Service. The City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to in Section 201 hereof.

SEC. 602. Developer Not to Construct Over Utility Easements. The Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Section 201 hereof, unless such construction is provided for in such easement or has been approved by the City, and unless Developer indemnifies and agrees to hold harmless the City and any public utility company as may be appropriate from all loss or damage to property or injury to persons arising from such construction.

SEC. 603. Access to Property. Prior to the Sale of the Property by the City to the Developer, the City shall permit representatives of the Developer to have access to the Property, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out this Agreement. After the Sale of the Property by the City to the Developer, upon advance written request, the Developer shall permit the representatives of the City access to the Property at all reasonable times which the City deems necessary for the purposes of this Agreement including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this section.

**ARTICLE VII.
CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS;
CERTIFICATE OF COMPLETION**

SEC. 701. Plans for Construction of Improvements. Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, but no

sooner than sixty (60) days of execution of this Agreement, the Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

The City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the City.

If the City, in its reasonable discretion, so rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.

All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in material conformity with the Construction Plans as approved by

the City. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the Improvements as provided and specified in the Construction Plans as approved.

SEC. 702. Changes in Construction Plans. If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 701 hereof with respect to such previously approved Constructions Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

SEC. 703. Approvals of Construction Plans and Evidence of Financing as Conditions Precedent to Conveyance. The submission of Construction Plans and their approval by the City as provided in Section 701 hereof, and the submission of satisfactory evidence of equity capital and commitments for mortgage financing as provided in Section 204(b)(2) hereof, are conditions precedent to the obligations of the Developer to purchase the Property and the City to convey the Property to the Developer pursuant to the Sale.

SEC. 704. Progress Reports. Subsequent to the Sale of the Property, or any part thereof, to the Developer, and until construction of the Improvements has been completed, the Developer shall make monthly reports, in such detail as may reasonably be requested by the City, as to the actual progress of the Developer with respect to such construction.

**ARTICLE VIII.
RESTRICTIONS UPON USE OF PROPERTY**

SEC. 801. Restrictions on Use. The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Developer for itself, and such successors and assigns, that the Developer, and such successors and assigns, shall:

- (a) devote the Property to, and only to and in accordance with, the uses specified in this Agreement for a period of not less than twenty-seven (27) years from date of completion of the Project; and
- (b) not discriminate upon the basis of race, color, creed, sex, religion, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, age or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 802. Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 801 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City and any successor in interest to the Property, or any part thereof, against the Developer, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

SEC. 803. City Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the City and its governmental successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 801 hereof, for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided in Section 801. Such agreements and covenants shall (and the Deed shall so state) run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other

proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE IX.
PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 901. Representations as to Development. The Developer represents and agrees that its purchase of the Property, and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of development of the Property and not for speculation in land holding. The Developer further recognizes that, in view of:

- (a) the importance of the development of the Property to the general welfare of the community; and
- (b) the below market purchase price that has been made available by the City for the purpose of making such development possible;

the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in this Agreement.

SEC. 902. Prohibition Against Transfer of Ownership Interests. For the foregoing reasons, the Developer represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to completion of the Improvements as certified by the City in the form of a final Occupancy Certificate for the Project ("Occupancy Certificate"), and without the prior written approval of the City:

- (a) there shall be no transfer of ownership interests in the Developer by any party owning ten percent (10%) or more of the ownership interests in the Developer (which term shall be deemed for the purposes of this and related provisions to include successors in interest);

- (b) nor shall any such owner suffer any such transfer to be made;
- (c) nor shall there be or be suffered to be by the Developer, or by any owner of ten percent (10%) or more of the ownership interests therein, any other similarly significant change in the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, by any other method or means.

With respect to this provision, the Developer and the parties signing this Agreement on behalf of the Developer represent that they have the authority of all of its existing members to agree to this provision on their behalf and to bind them with respect thereto.

SEC. 903. Prohibition Against Transfer of Property and Assignment of Agreement. For the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that:

(a) Except only by way of security for, and only for,
(1) the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to constructing the Project under this Agreement, and

(2) any other purpose or as otherwise authorized by this Agreement, the Developer, its successors or assigns, (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Project as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

(b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval, that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as

reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).

- (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City

would have had, had there been no such transfer or change.

- (3) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, which approval shall not be unreasonably withheld or delayed, its approval shall be indicated to the Developer in writing.

In the event, the transferee satisfies the conditions set forth in Subsections (b)(1)-(3) above, and City approves the sale, assignment, conveyance, lease or transfer to the transferee, then any and all obligations under this Agreement shall be transferred to the transferee and the Developer shall be released from any and all obligations under this Agreement. Notwithstanding anything contained in this Section 903 or this Agreement to the contrary, Developer, prior to completion of the Project, shall have the right to enter into agreements with third parties for the pre-leasing or leasing of any apartments which are part of the Project and such third parties (and the agreements entered into by Developer with them) shall not be subject to any approval by the City.

SEC. 904. Information as to Members. In order to assist in the effectuation of the purposes of this Article IX, the Developer agrees that during the period between execution of this Agreement and completion of the Project as certified by the City:

- (a) the Developer will promptly notify the City of any and all changes of greater than ten percent (10%) in the ownership of the company, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such company, or with respect to the identity of the parties in control of the Developer or the degree thereof, of which it or any of its members have been notified or otherwise have knowledge or information; and
- (b) the Developer, its successors or assigns, shall, at such time or times as the City may request, furnish the City with a complete statement, subscribed and sworn to by the authorized or managing member(s) of the Developer, setting forth all of the members of the Developer and the extent of their respective holdings, and in the event any other parties have a beneficial

interest in the company their names and the extent of such interest, all as determined or indicated by the records of the Developer, by specific inquiry made by any such member, of all parties who on the basis of such records own ten percent (10%) or more interest in the Developer, and by such other knowledge or information as such authorized representative shall have. Such lists, data and information shall in any event be furnished to the City immediately prior to the delivery of the Deed to the Developer and as a condition precedent thereto and annually thereafter on the anniversary of the Closing Date.

**ARTICLE X.
MORTGAGE FINANCING; RIGHTS OF MORTGAGEES**

SEC. 1001. Limitation Upon Encumbrance of Property. Prior to the completion of the Project, as certified by the City in the form of an Occupancy Certificate, neither the Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining:

- (a) funds only to the extent necessary for construction of the Project; and,
- (b) such additional funds, if any, unless requested by Developer and approved by the City in its reasonable discretion.

Except for the financing, mortgage, encumbrances or liens permitted above, the Developer (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Developer or otherwise.

SEC. 1002. Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who

obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including:

- (a) any other party who thereafter obtains title to the Property or such part from or through such holder; or,
- (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself;)

shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Provided, that nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or Improvements provided or permitted in this Agreement.

SEC. 1003. Copy of Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City.

SEC. 1004. Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 1003 hereof, which has not been cured by Developer within seventy-five(75) days (of receiving notice of such breach or default from the City as set forth in Section 1101 below, each such holder of a mortgage authorized by this Agreement shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Provided, that if the breach or default is with respect to construction of the Project, nothing contained in this section or any other section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner

provided in this Agreement, the Project on the Property or the part thereof to which the lien or title of such holder relates.

SEC. 1005. City's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to the continued default or breach by the Developer (or successor in interest) under this Agreement after the cure period set forth in Section 1101 below has expired, the holder of any mortgage on the Property:

- (a) has, but does not exercise, the option to construct or complete the Project relating to the Property, and such failure continues for a period of sixty (60) days after the holder has been notified or informed that Developer did not successfully perform the cure of the default or breach within the time allowed under this Agreement or as agreed otherwise by the parties; or
- (b) undertakes construction or completion of the Project but does not complete such construction within the period as agreed upon by the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such default shall not have been cured within sixty (60) days after written demand by the City so to do,

the City shall (and, provided mortgage holder is in agreement therewith, every mortgage instrument made prior to completion of the Project with respect to the Property by the Developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of:

- (a) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (b) all expenses with respect to the foreclosure;

- (c) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property;
- (d) the costs of any improvements made by such holder; and,
- (e) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 1006. City's Option to Cure Mortgage Default. In the event of Developer failing to cure a default or breach within the applicable cure period as set forth in Section 1101 below prior to the completion of the Improvements by the Developer, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the encumbrance or lien relates) for such reimbursement. Provided, that any such lien shall be subordinate and subject always to the lien or liens of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement, including but not limited to, the lien of the Developer's mortgage holder.

SEC. 1007. Mortgage and Holder. For the purposes of this Agreement: The term "mortgage" shall include mortgages, deeds of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deeds of trust.

**ARTICLE XI.
REMEDIES**

SEC. 1101. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this

Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within seventy-five (75) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after the initial seventy-five (75) days, the aggrieved party may take such action as set forth under this Agreement or allowed by law as may be necessary or desirable in its opinion to cure and remedy such default or breach including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 1102. Termination by Developer Prior to Conveyance.

In the event that:

- (a) the City does not tender conveyance of the Property, or possession thereof, by Deed as part of the Sale in the manner and condition provided in this Agreement; or
- (b) the Developer shall, after preparation of Construction Plans satisfactory to the City, furnish evidence reasonably satisfactory to the City that Developer has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Project on a basis and on terms that are satisfactory to Developer; or
- (c) the Developer is unable to satisfy (and otherwise has not waived), any of the conditions precedent contained in this Agreement;

then this Agreement shall, at the option of the Developer, be terminated by written notice thereof to the City and neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement.

SEC. 1103. Termination by City Prior to Conveyance. In

the event that:

- (a) prior to conveyance of the Property by Deed as part of the Sale to the Developer and except as otherwise permitted under this Agreement,
 - (i) the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property; or
 - (ii) there is any change of more than ten percent (10%) in the ownership of the Developer or with respect to the identity of the parties in control of the Developer or the degree thereof; or
- (b) the Developer does not submit Construction Plans within the permitted time period, as required by this Agreement, or (except as excused under subdivision (b) of Section 1102 hereof) evidence that it has the necessary equity capital and mortgage financing, in reasonably satisfactory forms and in the manner and by the dates respectively provided in this Agreement therefor; or
- (c) the Developer does not pay the Purchase Price and take title to the Property upon tender of Deed by the City pursuant to the Sale, and if any default or failure referred to in subdivisions (a) and (b) of this Section 1103 shall not be cured within thirty (30) days after the date of written demand by the City;

then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property shall, at the option of the City, be terminated by the City by written notice thereof to the Developer, in which event, neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement.

SEC. 1104. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Property pursuant to the Sale as of the Closing Date and prior to completion of the Project as certified by the City in the form of the Occupancy Certificate:

- (a) the Developer (or successor in interest) shall materially default in or materially violate its obligations with respect to the construction of the Project (including the nature and the dates for the

beginning and completion thereof as set forth in this Agreement) and the required Minimum Investment, or shall abandon or substantially suspend construction work (except for any abandonment or suspension that is the result of any events which are beyond the control of Developer), and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within three (3) months (six (6) months if the default is with respect to the date for completion of the Project) after written demand by the City so to do; or

- (b) the Developer (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement or approved by the City, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision reasonably satisfactory to the City made for such payment, removal or discharge, within
 - (i) ninety (90) days after written demand by the City so to do, or
 - (ii) the applicable time period provided under any applicable State or local law, rule or regulation, whichever is longer, or;
 - (iii) or if, the Developer is protesting such payment of taxes and/or assessment on the Property in Year 2018 and has posted adequate reserves with the title company; or
- (c) there is, in material violation of this Agreement, any transfer of the Property or any part thereof, and such material violation shall not be cured within ninety (90) days after written demand by the City to the Developer;

then the City shall have the right to re-enter and take possession of the Property and to terminate (and revert in the City) the estate conveyed by the Deed to the Developer, it being the intent of this provision, together with other provisions of

this Agreement, that the conveyance of the Property to the Developer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the Developer specified in subdivisions (a), (b) and (c) of this Section 1104, failure on the part of the Developer to remedy, end or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Property, shall revert to the City. Provided, that such condition subsequent and any reversioning of title as a result thereof in the City shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way, the lien of any mortgage authorized by this Agreement and any rights or interests provided in this Agreement for the protection of the holders of such mortgages.

SEC. 1105. Resale of Reacquired Property; Disposition of Proceeds. Upon the reversioning in the City of title to the Property or any part thereof as provided in Section 1104, the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests recorded against the Property) as soon as possible and in a reasonably commercial manner as to a qualified and responsible party or parties (as reasonably determined by the City) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be reasonably satisfactory to the City. Upon such resale of the Property, the proceeds thereof shall be applied:

- (a) First, to reimburse the City for all reasonable costs and expenses incurred by the City, including, but not limited to, reasonable salaries of personnel, in connection with the recapture, management and resale of the Property or any part thereof (but less any income derived by the City from the Property or any part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Property or any part thereof (unless the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City); any payments made or necessary to be made

to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversion of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees; any reasonable expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Developer and its successors or transferee; and

- (b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the sum of the purchase price paid by it for the Property and the cash actually invested by it in making any of the Improvements on the Property, including, without limitation, any reasonable financing costs and other costs, expenses incurred and paid by Developer with respect to the Property and the Project, as well as any payments made by Developer to its lenders who provided financing for the Project. Any balance remaining after such reimbursements shall be retained by the City.

SEC. 1106. Other Rights and Remedies of City; No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article XI, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Developer and its successors in interest and assigns in the Property, and the reversion of title thereto in the City. Provided, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article XI shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this

section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this section or with respect to the particular default except to the extent specifically waived in writing.

SEC. 1107. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for development, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unavailability of materials, unusually severe weather, or delays of subcontractors due to any of the foregoing causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for development or of the Developer with respect to construction of the Project, or progress in respect thereto, as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this section shall, within ten (10) business days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 1108. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation

beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 1009. Indemnification. (a) Developer releases from and covenants and agrees that the City, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of the City or their agents as set forth under this Agreement.

(b) Except for any negligent acts or any willful misrepresentation of the City Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

(c) The City agrees to protect and defend Developer, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Developer Indemnified Parties"), and further agrees to hold Developer Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the negligence, willful misrepresentation of the City (or other persons acting on their behalf or under their direction or control) under this Agreement, or the transactions contemplated hereby. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants,

stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

**ARTICLE XII.
MISCELLANEOUS**

SEC. 1201. Conflict of Interests; City Representatives Not Individually Liable. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement

SEC. 1202. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement:

- (a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. The Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- (b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.
- (c) The Developer will furnish all information and reports required by law and any and all applicable federal, state and local rules, regulations and orders, and will permit access to the Developer's books, records and accounts by the City, or appropriate governmental entity, for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.
- (d) In the event of the Developer's noncompliance with the nondiscrimination clauses of this section, or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided by such law, rule, regulation or order, or as otherwise provided by law.
- (e) The Developer will include the provisions of Paragraphs (a) through (d) of this section in every contract or purchase order, and will use its best efforts to require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by such rules, regulations or orders, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. The Developer will take such action with respect to any construction contract, subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of

including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:" and the term "Developer" shall be changed to "Contractor."

SEC. 1203. Provisions Not Merged with Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of the Deed transferring title to the Property from the City to the Developer or any successor in interest, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SEC. 1204. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SEC. 1205. Successors and Assigns. This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer; provided, however, that the members or owners of any such related entity or affiliate include one or more of the principals of Smet Investments, LLC or Smet Construction Services Corp. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

SEC. 1206. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer, is addressed to or delivered personally to the Developer at 330 E. Kilbourn Avenue, Suite 800, Milwaukee, WI 53202, Attn: Scott J. Revolinski; and

(b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

SEC. 1207. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

SEC. 1208. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

(Signature Page Follows)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

**CITY OF SHEBOYGAN,
WISCONSIN**

EIGHTH - NEW JERSEY, LLC

BY: _____
Michael J. Vandersteen,
Mayor

BY: _____
Scott Revolinski,
Manager

ATTEST:

Susan Richards
City Clerk

This instrument drafted by:

City Attorney Charles Adams
828 Center Ave., Suite 304
Sheboygan, WI 53081-4442
WI State Bar No.

EXHIBIT "A"
Description of Property

[NEED LEGAL DESCRIPTION]

EXHIBIT "B"
Hard Costs for Project

[NEED DESCRIPTION OF HARD COSTS]

4827-9459-3578, v. 9-9459-3578, v. 6

VIII

2.11

R. C. No. - 15 - 16. By SALARIES AND GRIEVANCES. February 1, 2016.

Your Committee to whom was referred Res. No. 132-15-16 by Alderperson Donohue adopting the revised City of Sheboygan Compensation Program for Non-Represented Employees; recommends that the Resolution be passed.

*Consent
Hammond / Belanger
acc Adl
Res pass.*

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.4

Res. No. 132 15 - 16. By Alderperson Donohue. January 18, 2016.

A RESOLUTION adopting the revised City of Sheboygan Compensation Program for Non-Represented Employees.

RESOLVED: That the Common Council hereby adopts the revised City of Sheboygan Compensation Program for Non-Represented Employees, a copy of which is attached hereto and incorporated herein.

*Sac & Grier
approve*

By Eugene Donohue

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



CITY OF SHEBOYGAN

COMPENSATION

PROGRAM

FOR

NON-REPRESENTED

EMPLOYEES

Resolution to Amend to Council: January 18, 2016

Agenda Item Salaries & Grievance Committee: January 25, 2016

Approval by City Council: February 1, 2016

(Replaces 2015 Non-Rep Comp Plan adopted by way of Res. 140-14-15)

TABLE OF CONTENTS

	PAGE
I. Executive Summary.....	3
II. City of Sheboygan General Compensation Philosophy.....	3
III. General Program Definitions	3
Department Head.....	3
Department Head Advisory Committee	3
Employee(s)	3
Employer.....	4
Market Survey	4
Pay Grade.....	4
Performance Appraisal Review.....	4
Program.....	4
Salary Range	4
IV. Role of the Human Resources Department in Compensation Administration	4
V. Role of the Individual Departments in Compensation Administration	5
VI. Role of the Department Head Advisory Committee in Compensation Administration.....	5
VII. Role of the Salaries and Grievances Committee in Compensation Administration.....	6
VIII. Role of the Common Council in Compensation Administration	6
IX. Salary Structure.....	7
Minimum Rate	7
Midpoint Rate.....	7
Maximum Rate.....	7
X. External Relationships Pay Policy	8
A. Policy.....	8
B. Salary Surveys.....	8
C. Composition of the Market	8
D. Market Analysis Process.....	9
XI. Assignment of Positions to Salary Grades	9
A. Policy.....	9
B. Process.....	9
XII. Wage and Salary Guidelines	10
A. Policy	10
B. Guidelines	10
1. Salary Offers to New Employees.....	10

2. Salary Upon Promotion	11
3. Salary Upon Demotion.....	11
4. Salary Upon Transfer	11
5. Salary Upon Change in Pay Grade Due to Market Survey Analysis.....	12
6. Equity Adjustments.....	12
7. Part-Time Employment	12
XIII. Compensation Administration	12
A. Policy on Salary Increases	12
B. Performance Evaluations	13
C. Merit Adjustments Based on Performance Evaluations	13
1. Establishment of the Merit Increase Budget.....	13
2. Merit Increases Amount	14
3. Merit Adjustment Applied to Current Salary	14
4. Frequency of Merit Reviews	14
A. Employees Returning from a Leave of Absence or Rehired	14
5. Performance Appraisal Review Procedures	15
6. Delayed or Denied Merit Adjustments.....	15
7. Merit Increases Effective Date	15
8. Performance Appraisal Appeal Process	15
9. Retroactivity	16
10. Employee and Management Training	16
XIV. Compensation Program Reporting	16
A. Policy	16
B. Process	16
XV. Plan Communication and Management Training.....	16
Exhibits	
1) Performance Evaluation Process	18
2) Employee Questionnaire Form.....	19
3) Performance Evaluation Form	20
4) Goals Template Sample Form.....	21
5) Merit Incentive Award Guideline	22
6) Notice of Evaluation/Appeal.....	23
7) 2016 Non-Rep & DPW Wage Scale	24
8) Revisions Log	25

I. EXECUTIVE SUMMARY

In November 2011, the City of Sheboygan's Human Resources Department introduced a new performance management system for Non-Represented employees which incorporated a pay for performance, or merit based, review system, as well as an introduction to goal setting for all non-represented city employees. Based on merit, employees at the lower half of their pay scale may be eligible to receive a compensation increase to their base. Some employees were on a tiered system, where years of service automatically qualified the employee for a pay increase. Employees at or over the top of their pay scale may be eligible for additional compensation (whether merit award or incentive award) in the form of a lump-sum only. Increases were issued to the pay schedule and many employees received an automatic increase. The changes that occurred in the State of Wisconsin with Act 10 caused the City of Sheboygan to evaluate their program and develop a new program.

A complete salary review took place in 2013 by the Human Resources Director, which incorporated salary comparisons by job expectations for a variety of comparable employers, both in the City of Sheboygan public and private sector positions, as well as comparable to other municipalities within Wisconsin of like size and geographic comparison. Based on merit, employees at the lower half of their pay scale may receive a compensation increase to their base. Employees above the midpoint of their pay scale are eligible for a combination of increase to base for merit performance, and one-time lump sum for incentive performance (accomplishing goals and/or projects above and beyond their day-to-day requirements). Employees at or over the top of their pay scale are eligible for additional compensation in the form of a lump-sum only.

The 2016 pay scale has changed from 2015 only in the DPW. In an effort to stay competitive in The areas requiring greater skills and qualifications, such as a Journeyman Electrician, an additional category of Maintenance Worker has been added: MWV.

II. GENERAL COMPENSATION PHILOSOPHY

The salary and benefits provided by the City of Sheboygan to its employees are to attract and retain the most qualified and competent individuals to perform and provide quality public services to the citizens of Sheboygan. For this reason, the City will provide salaries based on internal equity and external competitiveness.

III. GENERAL PROGRAM DEFINITIONS

Department Head: For all purposes defined under this program, department head includes the following officers: City Administrator, Chief of Police, Fire Chief, Director of Public Works, Human Resources Director, Planning Director, and Finance Director.

Department Head Advisory Committee: Depending on the issue needing guidance, this committee will be appointed as needed by the City Administrator and/or the Mayor and may include Department Heads, elected officials or other non-represented departmental leaders.

Employee(s): Any active, permanent full-time or permanent part-time, non-elected, non-represented employee, not including seasonal, temporary, extra help, or permanent employees whose regular work schedules are under 600 hours per year.

Employer: The City of Sheboygan.

Market Survey: The gathering, compilation, and analysis of market pay information by the Human Resources Department, or any agency or service contracted by the Human Resources Department, in order to determine the salary ranges for each pay grade.

Pay Grade: A group of one or more classifications which have been assigned the same pay range for compensation purposes. All jobs in a pay grade have the same range minimum, midpoint, and maximum rates.

Performance Appraisal Review: The procedure used by the employee's supervisor and/or department head to evaluate the employee's performance for the period following the employee's last performance appraisal.

Program: Except where another program is specifically referred to, the compensation program for non-represented employees.

Salary Range: The pay range assigned to a specific pay grade, and which includes a defined minimum, midpoint, and maximum rate of pay. The range is based upon a market survey.

IV. ROLE OF THE HUMAN RESOURCES DEPARTMENT IN COMPENSATION ADMINISTRATION

The Human Resources Department shall be responsible for the following compensation administration activities:

1. Developing, implementing, and monitoring organization-wide compensation policies, procedures and programs, and ensuring adherence to them.
2. Developing and maintaining current job analysis and job description information throughout the organization, continually monitoring changes to the jobs, and revising analyses and job descriptions as appropriate.
3. Providing analysis and recommendations to support the annual compensation policies to be made by the Common Council as described in Section VII.
4. Providing compensation administration reports and data needed for effective program review and control.
5. Developing recommendations for and implementation of approved pay rates, pay structures and pay practices; reviewing market data to determine changes necessary to ensure that the organization is competitive within the relevant municipal and private sector labor markets.
6. Ensuring compliance with wage and hour laws and regulations.
7. Consulting with managers, supervisors, and employees on compensation and performance management problems and issues.

8. Developing, implementing and monitoring performance management policies, procedures and programs. This includes developing and reviewing the effectiveness of performance appraisal activities, and ensuring that employees receive timely and accurate appraisals.
9. Preparing updates to the compensation program document contained herein for council review and approval, and providing this information to all employees covered by the program.
10. Educating employees on the current compensation program.

V. ROLE OF THE INDIVIDUAL DEPARTMENT IN COMPENSATION ADMINISTRATION

The individual departments shall be responsible for the following compensation administration activities:

1. Ensuring that approved compensation administration policies, programs, and procedures are followed in all divisions within the department.
2. Reviewing and approving all job descriptions and ensuring that the Human Resources Department is informed of all new and changed jobs so that jobs can be re-analyzed and new job descriptions can be developed.
3. Reviewing each employee's performance at least once a year and recommending any salary increase deemed appropriate. This task requires discussing the performance review and rating with the individual employee and submitting the required appraisal forms to the Human Resources Department for review and discussion of pay adjustments.
4. Recommending revisions in compensation administration policies, procedures, and practices to the Human Resources Director when deficiencies and problems are identified.

VI. ROLE OF THE DEPARTMENT HEAD ADVISORY COMMITTEE IN COMPENSATION ADMINISTRATION

The role of the Department Head Advisory Committee in compensation is one of providing a broad-based review of, and input into, overall compensation activities. The Department Head Advisory Committee on this issue includes the Chief Administrative Officer, all Department Heads, the City Attorney, the Mayor, and the City Clerk. The Human Resources Director acts as chairperson.

The Department Head Advisory Committee will perform two (2) specific roles:

1. At the request of the Human Resources Director, provide counsel and assistance with regard to the integrity and effectiveness of the compensation program for non-represented employees;
2. Review and provide input into the annual major pay policy recommendations made by the Human Resources Director, before presentation to the Salaries and Grievances Committee (see Section VII).

All recommendations of the Department Head Advisory Committee shall be non-binding to the Human Resources Director, and for matters which come before them, the Salaries and Grievances Committee.

VII. ROLE OF THE SALARIES AND GRIEVANCES COMMITTEE IN COMPENSATION ADMINISTRATION

The Salaries and Grievances Committee shall be responsible for the overall administration of the compensation plan in coordination with the Human Resources Director, the Department Head Advisory Committee, the Common Council and other appropriate resources.

The Salaries and Grievances Committee performs the following functions:

1. Approves, subject to Common Council approval, annual recommendations made by the Human Resources Director, after input from the Department Head Advisory Committee, regarding major pay policy decisions including:
 - a. range adjustments
 - b. across-the-board increases, (if applicable)
 - c. merit increase annual budget
2. Approval of all inequity and promotional increases provided they are within the salary grade range.
3. Approves all modifications to the compensation program described herein, for final approval by the Common Council.

VIII. ROLE OF THE COMMON COUNCIL IN COMPENSATION ADMINISTRATION

Each year, the Common Council shall make three (3) major pay policy decisions:

1. How much if any, pay ranges should be adjusted to be externally and internally competitive;
2. How much, if any, should be budgeted for across-the-board adjustments (if necessary to maintain internal equity);
3. How much should be budgeted for merit increases;

These decisions shall be made based on information and recommendations provided by the Human Resources Director, after input from the Department Head Advisory Committee, and approval of the Salaries and Grievances Committee.

In addition, upon recommendation of the Human Resources Director and the Salaries and Grievances Committee, the Common Council shall approve all changes to the overall compensation program described herein.

IX. SALARY STRUCTURE

The City salary structure consists of a specified number of salary ranges for which range minimum, midpoint, and maximum rates of pay are established.

MINIMUM RATE

The salary for any employee shall not be less than the minimum established for their pay grade.

MIDPOINT RATE

The midpoint of a range is typically the comparable market average pay for a position.

MAXIMUM RATE

The maximum rate, the top rate for a pay grade, is the maximum base salary the City will pay a position. The base salary for any incumbent shall not exceed the maximum rate established for his/her pay grade. Upon implementation of this pay plan, an employee receiving a salary at or in excess of the maximum rate will not be eligible for any pay adjustments until their base rate of pay falls below the maximum for the pay range. Such employees, however, may be eligible to receive a lump sum merit bonus, if warranted, which will not change their rate of pay.

In salary grades 1-16, the range is 20% below and above the midpoint. In the DPW job classes 1-5, the maximum pay is 10% above the midpoint/market rate. See attached Exhibit #7, 2015 Non-Rep Pay Scale.

Assignment of classifications to the proper salary range is based on the market analysis results described in Section XI.

The salary structure shall be reviewed once each year, and may be adjusted by the Salaries and Grievances Committee based on recommendation of the Human Resources Director. This recommendation will be based on the following factors:

1. Known or reasonably anticipated range adjustments for the next year reported by comparable employers used in the market analysis;
2. Analysis of economic conditions faced by the City Government (e.g. loss of shared revenues); and
3. Range adjustments occurring in the City's union contracts or reasonably anticipated by the Human Resources Director.
4. The Consumer Price Index (CPI) as determined by WDOR (Wisconsin Department of Revenue)

Achieving consistency with the City's stated pay policy (see Section X. A.) and consideration of the above four (4) factors will be the basis of the recommendation.

X. EXTERNAL RELATIONSHIP

A. POLICY

The City's policy is to place its total salary practice at or near the prevailing market practice for jobs of similar content within the City's chosen market as defined herein. The City's policy includes a desire to provide salary advancement opportunities which recognize changes in the economy, differences in performance, and salary levels which are fair compared to the City's internal market (pay levels in the union groups) and local private sector like positions.

B. SALARY SURVEYS

The City's objective is to maintain a level of pay that is competitive with the level of pay for similar skills in other similar public jurisdictions and private sector for which it competes for employees in the marketplace. The City achieves this competitiveness through a systematic method of determining what other jurisdictions in its market pay.

Specific external relationships shall be determined in general every three (3) years, or for a specific job whenever:

1. A salary range midpoint of a classification is insufficient to attract qualified candidates for employment;
2. A continuing turnover pattern in a classification can be directly linked to established compensation levels; or
3. Management deems that specific external relationships must be examined.

C. COMPOSITION OF THE MARKET

The City of Sheboygan recognizes the importance of correctly surveying the market, in order to:

1. Set pay levels which attract a sufficient quantity of qualified applicants to fill open positions.
2. Retain its high-performing, valuable employees over time, in order to recoup training investments, optimize organizational effectiveness, and minimize unwanted turnover.

Market data shall be gathered directly from other cities through public information requests or as part of a participant or direct consultation of other qualified surveys which include, but are limited to, the following jurisdictions:

Appleton	Beloit	Eau Claire	Fond du Lac	LaCrosse
Janesville	Manitowoc	Oshkosh	Sheboygan County	Washington County
Calumet County		Central Wisconsin		

These jurisdictions were selected based on one or more of the following criteria: similar populations; similar per capita income; and close proximity to Sheboygan. The City shall periodically re-examine the appropriateness of the market base should circumstances arise which the City believes merit the need for such a re-examination.

D. MARKET ANALYSIS PROCESS

As required, the Human Resources Department will work with the department heads to update position descriptions. At a minimum, the position descriptions will contain the following information:

1. Purpose of position.
2. Description of essential functions of the job.
3. Description of marginal functions of the job.
4. Statement of required education and experience.
5. Description of knowledge, skills, and abilities required for the job.

A survey instrument will be created which includes short descriptions of each job and asks for relevant market data including, but not limited to, range minimums, midpoints, maximums, and actual rates.

The survey will be sent to the market jurisdictions, with follow-up contacts as necessary. Every reasonable attempt will be made to obtain this information.

1. The Human Resources Director will gather pay data from relevant positions within the City's current workforce as a comparable – that is the "internal market".
2. Relevant market data will also be reviewed with both municipal and private industry employers in the area. Wherever possible, the City of Sheboygan will participate in qualified surveys being performed either through other municipalities or will hire an outside agent to perform a survey if necessary. In addition, the Human Resources Department will perform a direct information search, gathering applicable data directly from other municipalities through a public information data request.
3. An adjustment shall be made, if necessary, to the compiled data so that survey information is relevant for the applicable year.

XI. ASSIGNMENT OF POSITIONS TO SALARY GRADES

A. POLICY

It is the intent of the City to provide a compensation program which relates the pay ranges for its classifications to the pay practices in the defined market. Therefore, the assignment of classifications to pay grades within the pay structure shall be based on market data whenever possible.

B. PROCESS

The Human Resources Director shall place positions into the appropriate salary grade where the midpoint of the grade is closest to the "market estimate" pay rate identified through the survey process. The market estimate rate, which could also be referred to as the prevailing rate in the market, is the calculated rate of pay which most closely approximates the worth of that position in the market at the time of the survey.

In an effort to maintain internal equity within the pay structure, the Human Resources Director shall identify the appropriate pay grade for positions for which there are insufficient market data using reasonable comparison of such jobs with other City jobs.

The assignment of classifications to pay grades shall be recommended by the Human Resources Director and approved by the Salaries and Grievances Committee. No employee's salary will exceed the maximum rate in his/her assigned salary range. If assignment to a grade leads to this occurrence, the situation will be resolved as described in Section XII, letter B,7.

At any time, when the applicable criteria indicate the need for a focused market analysis of a specific classification, the relevant market data from the City's market base shall be examined. Should the market data establish the need for a different pay grade assignment, the Human Resources Director make such recommendation to the Salaries and Grievances Committee for their approval.

In some cases, the City may determine that a different market base is warranted, given the specific circumstances of the position and the current market conditions.

XII. WAGE AND SALARY GUIDELINES

A. POLICY

The City recognizes the importance of consistency in determining wages and salaries for its employees. The intent of this policy is to provide guidelines for department heads to follow in the case of a new employee or change in employee status.

B. GUIDELINES

1. Salary Offers to New Employees

Once the best-qualified candidate for the position is identified, the department head and Human Resources Director will determine the starting salary that will be offered to the individual. The Department Head or Human Resources Department shall make a conditional offer of employment to the candidate (conditional offers inasmuch as they are contingent on the City of Sheboygan's verification of reference information, completion of any background check, successful completion of any post-offer medical examination/drug screen, and submission of satisfactory employment eligibility documentation required by law and approval by the Salaries and Grievances Committee).

The Human Resources Director shall have the authority to approve a salary offer up to the midpoint of the salary range. Any recommendation which exceeds this amount must be approved by the Salaries and Grievances Committee. Such recommendations should be based on employment market realities and/or individual qualifications. Because the salary range minimum rate for each grade is linked to the midpoint but does not automatically represent the amount for which individuals can be attracted to public service, some flexibility in setting hiring levels may be necessary to remain competitive.

The following guidelines shall apply to these situations:

- a.) Given the law of supply and demand, once a candidate is chosen, the employee's current rate of pay or most recent rate will be taken into consideration at the time an offer is made.
- b.) Generally speaking, applicants who barely meet or barely exceed the minimum education and experience requirements shall be hired at the range minimum rate for the pay grade in which their position has been placed.
- c.) Applicants who exceed the minimum requirements of the position as specified in the job description by at least two (2) years of experience may be hired at a salary no higher than the upper half of the range between minimum and midpoint (2nd quartile).
- d.) Applicants with five (5) or more years of experience over the minimum requirements may be hired at a salary which is no higher than the lower half of the range between midpoint and maximum (3rd quartile).
- e.) Before an offer is made to an applicant, it must be approved, in consultation with the respective department head, by the Human Resources Director. Any department head desiring to hire an applicant under items a) or b), above, must request special approval from the Human Resources Director who shall, when necessary, forward such request to the Salaries and Grievances Committee. The maximum of the salary range shall not be exceeded.

Note: Additional years of education that exceed the minimum requirements and are directly related to the position may be used to equate with additional years of experience for determining placement in the range.

2. Salary upon Promotion

A promotion is defined as a change by an employee from one position to another which has a higher salary range. At a minimum, promoted employees shall be placed at either the minimum rate in the new salary range, or their current salary, whichever is greater. The promoted employee will be eligible for up to a 10% base salary increase upon promotion, at the hiring department head's discretion. All promotional salary offers must be approved by the Human Resources Director.

3. Salary upon Demotion

When an employee is unable to perform the position they hold, they will either be laid off or demoted. Each situation is unique as it depends on availability of additional positions and/or the employees qualifications. Generally, if an employee is demoted, they will experience a pay reduction. The demoted employee will need to demonstrate the ability to perform the essential functions in a new position and will be paid an appropriate level of pay considering their abilities and the payscale of the new position.

4. Salary upon Transfer

An employee who transfers or is transferred from one classification to another classification in the same pay grade shall receive no salary adjustment, provided the transferred employee can perform the essential functions of the new position.

5. Salary upon Change in Pay Grade Due to Market Survey Analysis

When, as a result of the market survey analysis periodically undertaken by the City, an employee's classification is placed into a different pay grade, there will be no salary adjustment. If the employee's present salary is at the top pay for the grade or more than the new range maximum, the employee will not be eligible for an increase to his/her base pay while his/her salary equals or exceeds the range maximum. Such employees, however, will be eligible for a lump sum merit bonus (actual amounts are identified on the Merit Adjustment Schedule).

6. Equity Adjustments (This section replaces Compression Adjustments)

The concept of compression will be reviewed based on market data for a position rather than a reporting structure. This allows for increase reporting flexibility while acknowledging that pay is market driven rather than a factor of reporting structure. Equity adjustments are usually a one-time adjustment to realign the employee's salary to market value for the position and takes into consideration the number of direct reports an employee may have, as well as the duties assigned to that position.

7. Part-Time Employment

Part-time employees are those in which the employee is normally scheduled to work less than forty (40) hours in a work week. This includes intermittent positions working up to eight (8) hours per day on an irregular and uncertain schedule which alternately begins, ceases, and begins again as the needs of the City require. Part-time employees shall be hired at a pay grade which is equivalent to or compatible with the hiring rates established for similar full-time classifications. Permanent part-time employees shall be eligible for salary increases under the same manner as full-time employees (see Section XII, B. 5).

XIII. COMPENSATION ADMINISTRATION

A. POLICY ON SALARY INCREASES

The purpose of the City's pay increase policy is to establish and maintain an appropriate relationship between an employee's performance and pay. The system provides management with a mechanism to recognize individual accomplishments and to relate them to pay increases. The Merit Adjustment Program is intended to reward employee growth in a job as well as to differentiate in levels of performance and contribution.

Generally speaking, temporary and/or seasonal part-time employees may be paid at market rate due to the temporary nature of the position, even with returning employees. The position may or may not qualify for an increase from one year to the next.

The City's pay increase policy is designed to attract and retain high-quality employees, to reward employees in accordance with performance on the job, and to motivate employees to their highest level of performance. Above all else, the City treats its employees as individuals and as members of the team by allowing employees to influence their pay opportunities through performance on the job.

Employees are encouraged at all times to work to the best of their abilities, to find ways to eliminate unnecessary work, and to discuss with their supervisor how tasks can be better

performed. The result of employee contribution is a more productive City government -- a City more able to meet its obligations to the citizenry, respond to changes in technology and in the workplace, and a City that understands and satisfies the needs of its customers. The City's success and its ability to support its compensation practices depend on employee efforts and contributions.

B. PERFORMANCE EVALUATION

The City of Sheboygan recognizes the importance of recognizing an employee's efforts and follows a merit increase program where an employee's pay is affected by their performance. The City Council approved a 2.0% increase to budget for payroll (see 2015 Council approved budget). Depending on where an employee falls within their pay scale, an employee has the ability to earn up to a total of 2.0% through exceptional performance in both the completion of their day-to-day activities and in the performance and accomplishments of the goals or special projects they have throughout the year.

Each employee will receive a performance review every 12 months, either based on their employment anniversary or their most recent promotional move. The review form has 4 categories of performance: Unacceptable, Below, Successfully Achieved and Exceeds. The 2016 paper form is attached (see Exhibit #3), Yearly Performance Evaluation. A move to an electronic form is anticipated during the calendar year. The content will remain the same as the paper form. Either electronic or paper evaluation is acceptable. In addition, the City Administrator will have an evaluation form that is unique to the position, as governed by the Salaries & Grievance committee and the direction and approval of City Council.

Goals are also established during the evaluation process, primarily by the supervisor with input from the employee. Wherever possible, goals are SMART (Specific, Measurable, Attainable, Relevant, and Time-bound). Supervisors and/or Department Heads and the employee need to document the employee's goals for the upcoming evaluation year, and may use one of two goals template listed in Exhibit #4.

C. MERIT ADJUSTMENTS BASED ON PERFORMANCE EVALUATIONS

Merit adjustments are granted to employees to encourage efficiency and to reward performance when the City's economic conditions permit. Merit increases are not automatic; nor does an employee acquire any right to an increase because of length of service or time in a job. Merit adjustments are based upon his/her supervisor's appraisal of the employee's performance in relation to established performance standards and goals. A merit adjustment should reflect a performance level that has been consistently demonstrated over a meaningful period of time, typically 12 months. If merit adjustments are awarded to the employee based on their performance, any pay increase will be issued on the first payroll following their employment anniversary.

1. Establishment of the Merit Increase Budget

The overall funding for the Merit Increase program budget shall be determined by the Common Council on an annual basis, following recommendation by the Human Resources Director with approval of the Salaries and Grievances Committee. The size of the budget will be based primarily on the economic conditions currently experienced by the City and any other factors deemed relevant by the Common Council.

2. Merit Increase Amount

Once the budget has been approved, it is up to each supervisor and/or department head to approve the amount granted to the employee. The City establishes the percentage guidelines in the merit adjustment on an annual basis and the amounts, therefore, are subject to change. The amount identified in 2016 is 2.0%.

All merit increase adjustments shall be based on documented performance with higher increase percentages being reserved for performance that has overwhelmingly exceeded performance expectations. The actual size of the merit increase shall follow the percentage guidelines in the Merit Adjustment Schedule found in Exhibit #5. All merit adjustment requests made by department heads for individual employees are subject to appropriate documentation which is reviewed by the Human Resources Director.

The City shall review the merit adjustment amount every year. This review will be conducted by the Human Resources Director with approval with the Salaries and Grievances Committee. All changes to the schedule shall be subject to the approval of the Common Council.

3. Merit Adjustments Applied to Current Salary

The merit adjustment percentage will be applied directly to the employee's current salary. Salary ranges will be reviewed periodically to insure the City's pay ranges remain competitive while the merit adjustment schedule is reviewed annually. Base wage adjustments provides newer employees and those in the lower part of the wage scale the opportunity to reach the midpoint, or fair market value, at a rate which reflects their job performance. (i.e. the better the performance the faster they reach the midpoint). It also allows above average and outstanding performances to exceed the midpoint which would be expected for employees who constantly perform at those levels, as well as those who either have greater experience levels when starting the position or those who have a greater length of time on the job.

4. Frequency of Merit Reviews

Consideration for merit adjustments shall be once every twelve (12) months.

A. Employees Returning from a Leave of Absence or Rehired

If an employee is off work on a qualified Leave Of Absence at the time the performance evaluation and applicable merit or incentive increase is due, upon return from leave to "active duty", the employee will receive any identified increase effective from the first date returned to active duty. Employees not returning to work, that is, employees who do not return to active duty, are not eligible for retroactive pay.

5. Performance Appraisal Review Procedures

All employees shall be evaluated by their department head a minimum of once per year. The employee's supervisor shall evaluate each employee's performance for the period following the employee's last performance appraisal review and recommend a merit adjustment for the employee that is consistent with the established merit adjustment amount, using either a manual performance appraisal process (Exhibit #1) and appropriate form (Exhibit #3), or utilizing the on-line review process in MUNIS. In addition, the employee will be provided a

feedback opportunity by completing an Employee Questionnaire Form (Exhibit #2) or completing the on-line questionnaire.

6. Delayed or Denied Merit Adjustments

Department heads may deny or delay merit adjustments if employees are not performing in a fully capable manner. When merit adjustments are delayed or denied, a plan of action for improvement and a target date shall be set by the supervisor. Special performance appraisals are conducted when improvements have been noted or when the target date has been reached. Under no circumstance shall the period of time be shorter than three (3) months or longer than the employee's next scheduled review date. If the employee is then performing in a fully capable manner, the merit adjustment deemed appropriate by the department head may be granted. No adjustment shall be given on a retroactive basis, however. The decision to grant or deny a delayed merit adjustment must be made within thirty (30) days of the employee's review date. Employees normal review dates are not advanced by this denial/delay.

7. Merit Increases Effective Date

Except in the case of delayed or denied increases, the effective date for application of the merit adjustment increase shall be the beginning of the next applicable payroll following the employee's anniversary date (all salaries and wages shall be paid biweekly for salaries and wages earned during the biweekly period preceding the most current biweekly period (i.e. two-week holdback).

8. Performance Appraisal Appeal Process

Following a completed Performance Evaluation, the supervisor will notify the employees of the appropriate merit adjustment. If the employee is not in agreement with the merit adjustment identified, the employee may request a meeting with the Department Head. If the employee continues to be dissatisfied, the employee may request a meeting with the Human Resources Director. A final appeal will be allowed in front of the Salaries and Grievances Committee. The employee will need to complete a *Notice of Evaluation Appeal Form* (Exhibit#6) which is then submitted to the Human Resources Director. The Human Resources Director will promptly submit the Notice of Evaluation Appeal Form to the Salaries and Grievances Committee. The Salaries and Grievances Committee will schedule a meeting with the employee and the employee's department head to hear the employee's appeal, after which the Salaries and Grievances Committee will either confirm the recommended merit adjustment or approve a new merit adjustment for the employee based upon additional objective facts. The decision will be confirmed in writing to the employee as indicated on the Salaries and Grievances Committee's Merit Adjustment Form, and this decision shall be final.

The fact that an employee has requested a further review by the Salaries and Grievances Committee shall not, in any way, affect the employee's position within the department or as an employee of the City of Sheboygan.

9. Retroactivity

Employees terminating employment for any reason prior to Common Council adoption of an adjustment to the compensation, employment are not entitled to any retroactive application of that adjustment.

10. Employee and Management Training

The Human Resources Department shall conduct periodic training on the performance appraisal process to all supervisors, managers, and department heads responsible for conducting appraisals. The Human Resources Department will conduct periodic employee training on the performance management program in general, particularly if changes to the program occur.

XIV. COMPENSATION PROGRAM REPORTING

A. POLICY

The interests of the Common Council are best served by management reports which accumulate all costs and related information needed in their role as policy-makers who are ultimately responsible for the compensation plan. These reports shall be facilitated by the Human Resources Department which will be responsible for compiling, summarizing and presenting the information to the Salaries and Grievances Committee and Common Council.

B. PROCESS

The report shall be done on an as-needed basis, often as part of the budget process for the next year, and will contain the following information:

1. A breakout of requested annual adjustment dollars by component:
 - a. Merit Adjustments
 - b. Equity Adjustments
2. Assurance through Human Resources Department review that all employees have been evaluated.
3. A confidential report on the distribution of performance ratings.
4. Any other information deemed pertinent by Council.

XV. PLAN COMMUNICATION AND MANAGEMENT TRAINING:

The City recognizes the importance of ensuring that all employees are fully knowledgeable about the details of the compensation plan. To that end, the Human Resources Department shall be responsible for the following actions:

1. Preparing and distributing plan information for all new employees as part of the orientation process.
2. As plan changes occur pursuant to Council action, preparing information and holding meetings with employees to review all changes, and preparing and distributing individual notification to employees regarding any changes to their compensation. If minor changes are

made, or if the change of the Non-Rep Comp Plan consist primarily to identify differences in the merit adjustment guide and/or pay scale, the Human Resources Department will distribute communication via posting a memo with the changes, either in a department or transmitted through intranet communications.

The City also recognizes the need to provide supervisors, managers, and department heads with details of the compensation plan and their important roles in its administration. To this end, the Human Resources Department shall be responsible for providing new, and updating current supervisors, managers, and department heads thorough training in the areas of:

1. City compensation policies and procedures.
2. Sound pay-for-performance practices and City compensation techniques such as the use of pay increase guidelines.
3. Use of the budgeted merit adjustment and methods for forecasting increases.
4. Use of planning worksheets which include individual employee's past performance rating history, past raises, and timing of these raises, to provide the information to allow increases to be based on long-term performance opposed to short-term changes.

Exhibit #1
Performance Evaluation Process



Performance Evaluation Process

On-going organizational success depends on the intellectual capital within the organization. This program is a critical strategic tool for attracting and retaining qualified employees to sustain our organization and ensure that our employees are achieving their own personal development goals.

- Step 1: Department leaders need to identify current and future needs within their department, as well as needs within other departments they affect. Once that's completed, goals need to filter throughout the department. Employees may utilize either a "Goals Template" or the second page of the Performance Evaluation Form. If MUNIS is utilized, employees may upload their goals in the narrative section of the evaluation process.
- Step 2: Approximately 3 weeks prior to the evaluation, manager should provide employee with an Employee Questionnaire Form. The employee needs to complete the questionnaire and return to the supervisor prior to the performance evaluation.
- Step 3: Performance Evaluation. On a yearly basis, supervisor need to evaluate the performance of the employee. There are 4 general categories to describe the employee's performance:

4. PERFORMANCE EXCEEDS EXPECTATIONS - A level of accomplishments that overwhelmingly go beyond reasonable but demanding standards of performance, particularly in the key areas of responsibility. This employee consistently demonstrates an exceptional level of achievement and an demonstrate how this was accomplished.

3. PERFORMANCE SUCCESSFULLY ACHIEVED EXPECTATIONS - A level of performance that clearly achieved all major requirements of the position. It reflects good, solid performance expected of those who possess the necessary education, training, and experience for the job. This rating applies to those employees who consistently perform in an effective and professional manner.

2. PERFORMANCE NEEDS DEVELOPMENT / IMPROVEMENT - Often a rating reflective of a new employee to the organization or the position, this rating reflects the need for development as not all performance fully meets the requirements of the position. The need for further development and improvement is clearly evident.

1. UNACCEPTABLE PERFORMANCE - A level of performance which is clearly below minimum job requirements, even when close supervision has been provided. Performance must significantly improve within a designated period of time if the employee is to remain in the position.

- Step 4: See the Merit Adjustment Schedules to determine what, if any, eligibility the employee has for a pay increase or lump sum payout based on their overall performance for both a merit increase and an incentive bonus. Complete the Merit Adjustment Form, attain appropriate signatures and forward all completed forms to Human Resources.

Throughout the year, implement the formal and informal development opportunities through a combination of mentoring, coaching, job rotation, traditional educational programs, seminars and on-line learning solutions.

Exhibit #2
Employee Questionnaire Form



**Performance Evaluation Process
Employee Self Evaluation Questionnaire**

Name _____ Date _____
Print


Position _____ Evaluation Period _____

As a part of the evaluation process, use this form to review, describe, and evaluate your job performance over the past evaluation period. Share this form with your supervisor prior to your evaluation meeting for submittal with your annual performance evaluation for your file.

1. What were your most significant work-related accomplishments? (Include projects, assignments, new skills or knowledge gained.)
2. How do these accomplishments relate to your key responsibilities and goals for you and our department?
3. What goals were identified to be accomplished but you were unable to achieve and why?
4. What are your goals for the next evaluation period?
5. How will you accomplish these goals? And when do you anticipate completing them?
6. What do you need to accomplish these goals?
7. How can your immediate supervisor and/or management do to help you to accomplish your goals or work more effectively and support your position?
8. What additional training or development would help you improve and/or enhance your work performance?
9. What feedback or suggestions do you have to improve our department or City employment?

Exhibit #3

Sample Performance Evaluation Form / Competency Ratings (Form or electronic evaluation in MUNIS)



Yearly Performance Evaluation

Name: _____ Clock: _____

Job Title/Grade: _____ Dept: _____

Change Rate from _____ P _____ ER Date _____

	UNACCEPTABLE <small>Not Competent in Position</small>	BELOW <small>Working toward Competency in Position</small>	SUCCESSFULLY ACHIEVED <small>Competent in Position</small>	EXCEEDS OVERWHELMINGLY <small>EXCEEDED EXPECTATIONS</small>	COMMENTS:
Quality of Work <small>Measures the ability of the employee to meet quality standards</small>	<input type="checkbox"/> Many mistakes Repeated occurrences of careless work and excessive errors/omissions of assignments	<input type="checkbox"/> Needs improvement Higher than normal amount of rework.	<input type="checkbox"/> Successfully Achieved Gold performance. Work seldom requires rework.	<input type="checkbox"/> High quality Consistently produces top-notch quality in all assignments. Able to master critical jobs.	
Quantity of Work <small>Measures the ability of the employee to meet production standards</small>	<input type="checkbox"/> Fails to meet standards Very slow on most job assignments. Fails to meet standards of the position	<input type="checkbox"/> Below standard Generally below standard; requires more time to complete assignments than expected	<input type="checkbox"/> Achieved standards Successfully achieved standards and requirements of the position	<input type="checkbox"/> Production high Employee consistently exceeds production standards or goals.	
Job Knowledge <small>Measures the employee's knowledge of the job and standard work practices</small>	<input type="checkbox"/> Unimprovable Has not learned and/or makes little attempt to improve.	<input type="checkbox"/> In self learning job Does not fully understand all job requirements or standard work procedures.	<input type="checkbox"/> Knows job requirements Follows standard work methods and procedures.	<input type="checkbox"/> Good job knowledge Knowledge of standard work. Keeps up with new developments.	
Work Area/Safety <small>Measures employee's commitment to safety and continuous improvement</small>	<input type="checkbox"/> Does not support Departmental objectives are ignored and/or has minimal regard for safety	<input type="checkbox"/> Shows some support or continuous improvement objectives and safety; areas for improvement needed	<input type="checkbox"/> Supports safety objectives Successfully follows safety rules and procedures	<input type="checkbox"/> Leads safety Keeps work area in excellent condition and follows safety rules. Keeps areas neat and organized	
Adaptability <small>Measures employee's ability to adapt to changing work environment and support team initiatives</small>	<input type="checkbox"/> Struggles to change Slow to adapt to new situations or support cross-functional needs of the department	<input type="checkbox"/> Slow to adjust Some resistance to change	<input type="checkbox"/> Adaptable Learns job requirements in a normal amount of time. Supports improvement	<input type="checkbox"/> Adjusts readily Very adaptable to change. Takes ownership of initiatives.	
Cooperation <small>Measures employee's ability to respond positively to assigned tasks and to work with others</small>	<input type="checkbox"/> Does not follow instructions. Continual friction with others and is hard to work with	<input type="checkbox"/> Reluctant to follow directions or instructions. Periodic friction with others.	<input type="checkbox"/> Follows instructions Cooperates with supervisor and co-workers.	<input type="checkbox"/> Responds readily To unusual or difficult assignments. Excellent team work.	
Attitude/Work and Co. <small>Measures employee's ability to work toward City objectives of higher productivity without discrimination</small>	<input type="checkbox"/> Constantly critical of employer, job assignment, and/or other employees. Has caused division among others	<input type="checkbox"/> Needs improvement In overall attitude toward the City and/or fellow employees.	<input type="checkbox"/> Positive Attitude Has positive attitude toward their work and the City. Sets a good example for others.	<input type="checkbox"/> Very positive attitude Promotes good will. Held in high esteem by co-workers and supervisors and members of the community.	
Dependability <small>Measures the employee's ability to follow job instructions and complete in their assignment</small>	<input type="checkbox"/> Unable or unwilling to follow job instructions and has repeated trouble completing and assignments	<input type="checkbox"/> Needs guidance to insure job instructions are followed and work assignments completed	<input type="checkbox"/> Generally dependable Can be depended upon to do the job correctly and within standards	<input type="checkbox"/> Completes jobs Under any conditions to the best of his/her ability.	
Attendance/Punctuality <small>Measures employee's overall attendance and punctuality.</small>	<input type="checkbox"/> Unreliable attendance. High absence and tardiness rate. Leaves early. Doesn't respond to emergencies	<input type="checkbox"/> Often tardy or absent Employee is working towards improvement.	<input type="checkbox"/> Acceptable attendance. Tardy very seldom. Responds to emergency calls. Willing to stay late when needed.	<input type="checkbox"/> Very good attendance. All work on time. Willing to help out for emergencies calls.	
OVERALL Performance <small>Based on ratings above, indicate the employee's overall performance rating.</small>	<input type="checkbox"/> UNACCEPTABLE Employee's performance is unacceptable to position. (Not Competent)	<input type="checkbox"/> BELOW MINIMUM Employee's performance at times fails to meet minimum job requirements. (Working toward Competent)	<input type="checkbox"/> ACHIEVED Employee's performance meets all position requirements (Employee is competent in his/her job)	<input type="checkbox"/> EXCEEDS Employee's performance exceeds position requirements. (Employee is very competent in job)	

Supervisor's Signature _____

Date _____

Department Head's Signature _____

Date _____

Human Resource Signature _____

Date _____

Revised 10/18/2013

Review	Recommendation	Evaluation	
Competency	Rating	Score	Comment
QUALITY	EXCEEDS	4.00	(High Quality) Consistently produces top-notch quality
QUANTITY	EXCEEDS	4.00	(Production high) Employee consistently exceeds product
JOB KNOW	EXCEEDS	4.00	(Good job knowledge) Knowledge of standard work. Keep
WORK AREA	EXCEEDS	4.00	(Leads safety) Keeps work area in excellent condition a
ADAPTABLE	EXCEEDS	4.00	(Adjusts readily) Very adaptable to change. Takes own
COOPERATE	EXCEEDS	4.00	(Does not follow instructions) Continual friction with
ATTITUDE	EXCEEDS	4.00	(Constantly critica) of employer, job assignment, and
DEPENDABLE	EXCEEDS	4.00	(Needs guidance) to insure job instructions are followe
ATTENDANCE	EXCEEDS	4.00	(Acceptable attendance) Tardy very seldom. Responds to

Exhibit #5



MERIT / INCENTIVE AWARD GUIDELINE FOR
NON-REPRESENTED EMPLOYEES
2016

The City of Sheboygan employees continue to provide quality services for the needs of this community. In an attempt to reward the employees for their service, the City offers employees a merit-based performance program, rewarding employees for successfully achieving or exceeding their performance requirements. Increases in pay are discretionary and based on the evaluation of one's supervisor, both for individual performance on a day-to-day basis, as well as in the accomplishment of goals or additional responsibilities. The following guide is to be utilized for the 2016 discretionary merit program:

Merit Award

Supervisors review employee's performance in the completion of day-to-day tasks throughout the year. This review is completely discretionary on the part of the supervisor, as is the amount of the award. Merit awards are generally added to an employee's base pay. However, if an employee is at or over the top of their pay scale, the award is issued in the form of a lump sum.

<u>Merit Award Rating</u>	<u>Increase Percent</u>
<u>Overall Performance</u>	<u>Range</u>
Unacceptable	0.00%
Below Minimum	0.00% - 1.00%
Successfully Achieved	1.00% - 1.25%
Exceeds	1.25% - 1.50%

* An increase to base compensation cannot exceed the pay range. If a portion of the increase brings the employee's pay to the top of the pay range, the additional merit amount would be issued in the form of a lump sum.

Incentive Award

Supervisors and employees have the ability to earn additional compensation by either competing goals identified at the beginning of the year and/or being assigned additional duties and/or projects throughout the year. Employees with a salary below mid-point will have the increase added to base wages. Employees with a salary at mid-point or above will receive the increase in a one-time lump sum.

<u>Incentive Award</u>	<u>Increase Percent Range</u>
Unacceptable	0.00%
Below Minimum	0.00%
Successfully Achieved	0.00% - 0.25%
Exceeds	0.25% - 0.50%

To reach the "exceeds" performance level, employees must "overwhelmingly exceed expectations" in the majority of their performance competencies or goal achievement. Although the city budgeted for an overall 2.0% increase to payroll, employees only qualify for the discretionary amount they earned (or didn't earn) based on individual job performance.



CONFIDENTIAL

NOTICE OF EVALUATION/APPEAL

TO: Sandy Robnick
Director of Human Resources & Labor Relations

FROM: _____
Employee

Position

I have reviewed my performance evaluation and my merit adjustment recommendation with my Department Head.

I understand that my performance rating is _____ on a three-point scale yielding an increase of _____ percent based on the midpoint of my pay range.

I understand that if I request a merit adjustment review by the Salaries and Grievances Committee, my decision will not, in any way, affect my position within the department or as an employee of the City.

I do / do not request a further merit adjustment review by the Salaries and Grievances Committee.

Signature of Employee

Date

cc: Department Head

P:\HR\RepCompPlan\2016
Notice Of Evaluation Appeal

Exhibit #7
2016 Non-Rep Pay Scale



2016 Hourly and Annual Base Salary			
Non-Represented Salary Grade Ranges			
	Minimum	Midpoint	Maximum
1	\$ 11.69	\$ 14.61	\$ 17.53
	\$ 24,305.05	\$ 30,381.31	\$ 36,457.57
2	\$ 13.38	\$ 16.73	\$ 20.07
	\$ 27,835.39	\$ 34,794.24	\$ 41,753.09
3	\$ 15.88	\$ 19.85	\$ 23.82
	\$ 33,029.07	\$ 41,286.34	\$ 49,543.60
4	\$ 17.27	\$ 21.58	\$ 25.90
	\$ 35,914.44	\$ 44,893.06	\$ 53,871.67
5	\$ 18.70	\$ 23.38	\$ 28.05
	\$ 38,901.66	\$ 48,627.07	\$ 58,352.49
6	\$ 20.13	\$ 25.16	\$ 30.20
	\$ 41,871.90	\$ 52,339.87	\$ 62,807.85
7	\$ 21.56	\$ 26.95	\$ 32.34
	\$ 44,842.14	\$ 56,052.67	\$ 67,263.21
8	\$ 22.43	\$ 28.04	\$ 33.65
	\$ 46,658.23	\$ 58,322.78	\$ 69,987.34
9	\$ 26.90	\$ 33.62	\$ 40.34
	\$ 55,942.35	\$ 69,927.94	\$ 83,913.52
10	\$ 29.02	\$ 36.27	\$ 43.53
	\$ 60,355.28	\$ 75,444.10	\$ 90,532.92
11	\$ 32.28	\$ 40.35	\$ 48.42
	\$ 67,144.40	\$ 83,930.50	\$ 100,716.60
12	\$ 35.54	\$ 44.43	\$ 53.32
	\$ 73,933.52	\$ 92,416.90	\$ 110,900.28
13	\$ 38.81	\$ 48.51	\$ 58.21
	\$ 80,722.64	\$ 100,903.30	\$ 121,083.96
14	\$ 42.13	\$ 52.66	\$ 63.20
	\$ 87,630.57	\$ 109,538.21	\$ 131,445.85
15	\$ 44.64	\$ 55.80	\$ 66.97
	\$ 92,858.19	\$ 116,072.74	\$ 139,287.28
16	\$ 47.20	\$ 59.00	\$ 70.80
	\$ 98,170.68	\$ 122,713.34	\$ 147,256.01
Department of Public Works Labor Workforce			
	Minimum	Midpoint	Maximum
MWI	\$ 17.00	\$ 19.03	\$ 20.94
	\$ 35,360.00	\$ 39,589.06	\$ 43,547.96
MWII	\$ 19.00	\$ 21.28	\$ 23.40
	\$ 39,520.00	\$ 44,256.58	\$ 48,682.23
MWIII	\$ 21.00	\$ 23.51	\$ 25.86
	\$ 43,680.00	\$ 48,902.88	\$ 53,793.17
MWIV	\$ 23.00	\$ 25.76	\$ 28.33
	\$ 47,840.00	\$ 53,570.40	\$ 58,927.44
MWV	\$ 25.00	\$ 28.00	\$ 30.80
	\$ 52,000.00	\$ 58,240.00	\$ 64,064.00

REVISIONS LOG

REVISION YEAR	DATE INTRODUCED TO SAL & GRIEV	MODIFICATION TO PRIOR NON-REP COMP PLAN	GENERAL ORDINANCE / RESOLUTION / OR OTHER REF DOCUMENT
2014	01-22-2014	<ol style="list-style-type: none"> 1) Modified the merit and incentive adjustment amounts to accommodate the 2014 budgeted increase amount to payroll of 2.5% overall 2) Updated Exec Summary, listed all department head titles (adding changes from 2013 re: appointed and at-will department heads), loosened the evaluation form statement, allowing for a switch to electronic/MUNIS based evaluation process if needed 3) Updated XIII, C, 4 to state that inactive employees out on leave will received increase upon return to active status 4) Miscellaneous date and/or title changes, replacing 2013 with 2014 5) Removed 6-month "evaluation" period as it is obsolete 6) 2014 Wage Scale ranges were NOT modified from 2013, just the date of the salary range was revised. 	<p>Resolution 132-13-14 R.C. 310-13-14</p>
2015		<ol style="list-style-type: none"> 1) Modify the merit amount to accommodate the 2015 budget increase to payroll of 2.0% overall. 2) Increase the mid-point of all salary grades by 2%. 3) Referenced the option to use the MUNIS electronic evaluation process. 	
2016		<ol style="list-style-type: none"> 1) Add one level higher Maintenance Worker (5) to the DPW Labor Workforce. 2) Change Chief Admin Officer title to City Administrator and add reference to a separate evaluation form for the position. 3) Modify percent increases for merit to ranges as a guideline to appropriately identify the discretionary element of the merit increase rather than a possible perceived increase amount. 	

VIII

R. C. No. _____ - 15 - 16. By SALARIES AND GRIEVANCES. February 1, 2016.

Your Committee to whom was referred Res. No. 133-15-16 by Alderperson Donohue adopting the City of Sheboygan 2016 Employee Handbook; recommends that the Resolution be passed along with the amended Handbook.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.5

Res. No. 133 - 15 - 16. By Alderperson Donohue. January 18, 2016.

A RESOLUTION adopting the City of Sheboygan 2016 Employee Handbook.

RESOLVED: That the Common Council hereby adopts the City of Sheboygan 2016 Employee Handbook, a copy of which is attached hereto and incorporated herein.

*Sal & Gill
approve
with amended
handbook.*

Wynne Howler

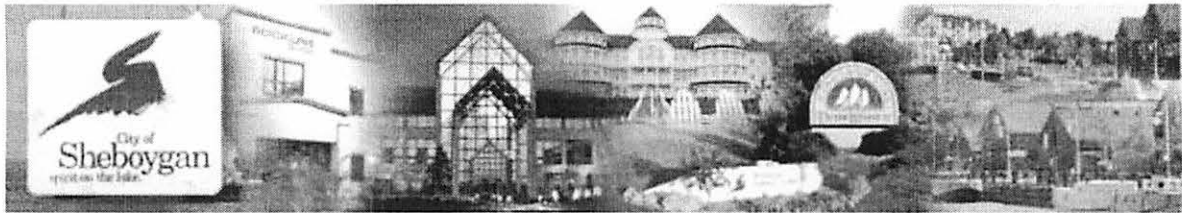
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Employee Handbook



2016

Revised: January, 2016

TABLE OF CONTENTS

	<u>Page</u>		<u>Page</u>
<u>WELCOME</u>	3		
<u>SECTION I: CONDITIONS OF EMPLOYMENT</u>		<u>SECTION III: HOLIDAYS & LEAVES</u>	
1) At Will Employer	5	1) Holidays	17
2) Public Contact	5	2) Family and Medical Leave (FML)	17
3) Work Schedule	5	3) Sick/Medical/Personal Leave	18
4) Flex Time (Comp Time)	5	4) Jury Duty	18
5) Overtime	6	5) Military Leave	18
6) Punctuality and Attendance	6		
7) Safety	6		
8) Telephone Use and Courtesy	6		
9) Bulletin Boards/Employee e-notifications	6	<u>SECTION IV: GRIEVANCE AND APPEALS</u>	
10) Complaints	6	1) Grievance and Appeals Procedure	19
11) Employee Records	6		
12) Political Activity	7		
		<u>SECTION V: MISCELLANEOUS INFORMATION</u>	
<u>SECTION II: POLICIES</u>		1) Employee Fraternization Policy	21
1) Attendance Policies	7	2) Employee Privacy	21
2) Paid Time Off (PTO)	8	3) Adverse Weather	21
3) Performance Reviews	10	4) Personnel Records	22
4) Pay Checks	10	5) Zero Tolerance Workplace Violence	22
5) Voluntary Termination	10	6) Employee Assistance Policy	24
6) Layoff	10		
7) Use of City Property	10	<u>SECTION VI: ALCOHOL & CONTROLLED SUBSTANCE</u>	
8) Shift Premium	10		24
9) Mileage Reimbursement	11		
10) Parking	11		
11) Dress Code	11		
12) Concealed Carry	11		
13) Workers Compensation	11		
14) Special Clothing/Accessory Allowance	11	<u>SECTION VII: CONTINUATION OF COVERAGE</u>	
15) Position Classification	11	1) Continuation of Insurance Coverage	27
16) Pay Days/Direct Deposit	12	2) Handbook Purpose	28
17) Use of City Telephone/Personal Cell Phone	12	3) Statement of Understanding	28
18) Use of Internet and E-mail	12		
19) Safety	12		
20) Prohibited Harassment & Sexual Harassment	13		

WELCOME

Welcome to the City of Sheboygan. Congratulations on becoming a City of Sheboygan employee. Your role as one of our employees is important because you have now become a “Public Servant”. As a public servant, your role is to serve the public while performing services necessary to our City. Whether this is picking up garbage, putting out fires, solving crimes or driving buses, each job meets a need that our citizens have. The taxes paid by the citizens of Sheboygan pay the wages we earn. Therefore, in a very real sense, these citizens are our “employers” and we must remember that it is the citizens of Sheboygan that we need to satisfy.

As an employee you are in a unique position to serve our citizens. The way you treat them, the quality and quantity of the work you do and the attitude that governs your behavior all are a reflection of Sheboygan. Sheboygan is a city filled with citizens who have a tradition of hard work, strong ethics and a love for life and others. As you begin your career as an employee of the City, allow yourself to embrace these traditions as you unselfishly serve our citizens.

This Handbook has been designed to provide you an overview of the policies, procedures and plans that affect your employment. You will find policies and practices that govern the work that you do, a grievance and appeals procedure and an explanation of the benefits you are entitled to. Should questions/concerns arise, contact your immediate supervisor or the Human Resources Department.

Once again, welcome to the City of Sheboygan. We look forward to working with you.

ABOUT YOUR JOB

Municipal employment in the City of Sheboygan is conducted under the regulations of the Sheboygan Civil Service Commission, the Board of Police & Fire Commissions, the Sheboygan Transit Commission, and the Mead Library Board. (Each group has their own, unique regulations providing for the appointment, advancement, and retention of employees.) In recent years, there has been an ever-increasing demand for public services. This is requiring the City workforce to become more efficient and productive so as to provide the increased services without objectionable tax increases. All of us are responsible to give the taxpayer a fair return for the taxes they pay.

Often when you hear the need for improved productivity, you may think “they want me to work harder;” however, we can also improve productivity by adopting a “work smarter” philosophy. Each of you will know your job well enough to improve your efficiency and suggest changes. Put another way, here is what you as an employee can do to increase productivity:

1. Do the job you’re being paid to do. Learn your job and put forth an honest effort to do it well.
2. Be receptive to new ideas and ways of doing things even though, at first, they may not coincide with your perception of what your job is supposed to be.
3. Think on the job. Perhaps there are better ways to do it. Don’t be afraid to offer suggestions. Remember, it is possible to work smarter—not harder.
4. Recognize that your individual effort counts. It is you plus every other employee putting forth your best effort that creates the reputation of our city.
5. When vacancies occur, they are normally posted and filled by promotion of eligible, qualified employees. In the event that all candidates are equal in terms of qualifications and solid work performance, the most senior applicant will be offered the position.

6. The manner in which you apply yourself to your duties, your ability to get along with others, your capacity for greater responsibility and the extent to which you have prepared yourself for a better job are all important considerations.
7. Performance evaluation reports are considered in promotions as well as in other aspects of your employment. Your supervisor will complete the performance evaluation form and discuss it with you to suggest improvement and provide feedback. You may make comments on your performance evaluation form in the section provided.

SECTION I - CONDITIONS OF EMPLOYMENT

1. At-Will Employment

a) At Will

Employment with the City of Sheboygan is “at will” which means the City of Sheboygan retains the right to terminate an employee at any time with or without cause, except as prohibited by law. Just the same, an employee has the right to resign employment at any time, subject to giving notice to the City of Sheboygan as required.

Except as otherwise provided by law or applicable collective bargaining agreement, any other understandings or agreements between the City of Sheboygan and the employee must be in writing and signed by the proper City representative (typically a department head, the mayor, or the City Administrator). The Employee Handbook does not constitute an employment contract and may be changed at the City’s discretion at any time with or without notice. If at any time there is a difference between the Handbook and source material such as City policies or plan documents, the source material that is current at that time will take precedence.

If an employee seeks more detailed information on anything in the handbook, they should contact the Human Resources Department.

b) Public Contact

There are many advantages to working for the City of Sheboygan. There are also responsibilities. Your major responsibility is to serve the public. The citizens of Sheboygan are considered your employers and are entitled to courtesy and prompt service. Always keep in mind that every time one of us has a business contact with the public, we register some kind of impression. All of these impressions, when combined, create the reputation of Sheboygan. Your interaction with the public will be a variable that is considered with your performance evaluations.

c) Work Schedule

Your work schedule will be designated by the department to which you are assigned. Each department has different hours for their employees due to the special nature of their operations. Working hours, lunch periods, and work breaks will be explained by your supervisor or the Human Resources Department. Work breaks are a privilege and not a right; if abused, breaks may be suspended.

d) Flex Time (Comp-Time)

The normal work schedule for full-time, non-exempt employees is five (5) - eight (8) hour periods, forty (40) hours per week. This schedule may be revised as necessary depending on customer and/or city requirements, as determined by each department or area supervisor. Each employee needs to work with their supervisor to define the expected hours of work. Employees may need to flex their schedule to maintain a forty (40) hour work week. The time flexed must be approved in advance by management and be contained within the week that it is earned. If an employee flexes their schedule during the 40 hour work week, time worked in excess of 8 hours a day can only be taken in an hour-for-hour basis. In other words, if an employee works 10 hours on Monday, the additional two (2) hours worked on Monday may be taken off later in the week at straight-time hours (not time-and-one-half). Employees may not save (bank) additional time off for use in another pay period.

Exempt employees are full-time employees who work a minimum of forty (40) hours per week. Due to the professional nature of these positions, however, exempt employees are paid a defined salary for their position rather than an hourly rate. Therefore, if the position requires additional hours (over 40) during the work-week, those who hold exempt positions are expected to perform the additional duties as part of their work-week. The additional time worked is considered part of the position expectations and is exempt from overtime pay.

g) Overtime

Non-exempt employees will be paid time and one-half of their hourly pay rate for hours worked in excess of 40 hours per week (a week is defined as Sunday at 12:00 a.m. – Saturday at 11:59 p.m.). Paid time off (vacation, discretionary or holiday hours) does not count towards overtime calculation. Advance notice will be provided for those expected to work overtime as soon as practicable. In emergency situations, advance notification provisions may not apply. All overtime must be authorized by your supervisor before the time is worked.

h) Punctuality and Attendance

The citizens of Sheboygan need your service. Your supervisor and co-workers depend on your work to do their own. It is necessary that you report to work regularly and on time. If you are ill, delayed, or cannot report for a specific reason, contact your supervisor before the start of your shift as soon as practicable, the more advanced time the better.

i) Safety

The City regards your safety on the job as a vital responsibility. Always be alert to unsafe conditions, faulty equipment or other on-the-job hazards. Don't neglect to use safety equipment in your work if required. You are responsible for reporting unsafe conditions or accidents to your supervisor immediately, complying with any laws or safety regulations, and maintaining concern for the safety of your co-workers and yourself. Failure to follow safety requirements is a serious offense, subject to corrective action and/or further discipline, including termination of employment, for even the first offense (depending on the degree of the violation).

j) Telephone Use and Courtesy

City phones, whether LAN lines or mobile phones, should not be used for personal calls. In addition, all employees are asked to inform their friends and family not to call during working hours except in cases of emergency.

k) Bulletin Boards / Employee e-notifications

It is the responsibility of each employee to check bulletin boards and/or intranet notifications for schedules of meetings, notices, new policies and job announcements.

l) Complaints

If you have a job-related problem or complaint, discuss the matter with your supervisor and/or department head. Complaining to a fellow employee might make you feel better for the moment, but that will not get the problem to the attention of those who can resolve it. If the complaint is about your supervisor, you may contact the Human Resources Director who will work to see if the problem can be resolved.

m) Employee Records

It is important that you keep your department and the Human Resources Department informed of any changes such as address and telephone number and keep the Human Resources Department

informed of any changes in personal data such as marital status, number of dependents, etc. This will insure that your personnel, payroll, and benefit records are up-to-date, a matter both important to you and your family. If you desire to view the contents of your personnel file, a written request should be submitted to the Human Resources Department. Arrangements will be made for you to view the file in the presence of a Human Resources Department representative. A personnel file may be viewed twice per calendar year. Additional requests need the approval of the Human Resources Department Head and/or the City Administrator.

n) **Political Activity**

For the purposes of this section, political activity shall mean activity calculated to improve or favor the chances of any political party or any person seeking or attempting to hold political office; such definition of political activities shall include but not be limited to campaigning for candidates or political parties, circulating nomination papers, registering voters, collecting contributions or selling fund-raising tickets, distributing campaign material, and organizing political rallies or meetings.

We urge you to vote regularly. Nothing in City policy shall affect the right of a City employee to hold membership in and support a political party, to vote as he or she chooses, to express privately his or her opinions on all political subjects and candidates, to maintain political neutrality and to attend political meetings. However, no employee shall engage in political activities during regular work hours, nor shall any employee wear his or her uniform, badge, or other form of employer identifier during personal participation in political activities.

No employee shall erect, construct, or post political posters on City property or buildings. Political posters shall not be displayed or posted on the private automobiles of employees when parked on City premises furnished to the employee by the City for the parking of such vehicle during regular work hours, except bumper strips on personal vehicles.

No person shall directly or indirectly solicit or receive subscriptions, assessments, contributions, or services for any partisan or nonpartisan political purpose from any employee in City service or use his or her influence to coerce the political action of any employee while such employee is on City premises during any regular working hours.

Any employee who is guilty of a violation of this policy shall be subject to disciplinary action up to and including dismissal.

SECTION II: POLICIES

1. Attendance Policy

The City expects prompt and regular attendance from all of its employees. This means that you must be at your appointed work station, on time, fully prepared and able to work at your starting time. Proper attendance and punctuality are essential to maintain a good record of performance. If for some reason, you are not able to come to work on time, it is your responsibility to notify your supervisor as early as possible before the start of your workday. If an emergency situation arises and contacting your supervisor is not possible, you must notify your supervisor as soon as practical.

Tardiness and/or absenteeism disrupt City operations and create additional work for your fellow employees. Absenteeism includes not only absence from work, but late reporting for your scheduled

start time, unauthorized extension of a lunch period, leaving work early without your supervisor's approval or improper use of other City-paid time. Your attendance record is reviewed regularly. If a problem arises, your supervisor will be discussing it with you. Tardiness or failure to come to work will result in discipline, up to and including termination of your employment with the City.

2. **Paid Time Off (PTO)**

PTO allows employees the flexibility to handle planned and unplanned absences. There are several types of PTO: vacation, discretionary and holiday. Vacation PTO is earned the previous year and is available to use during the current year. Discretionary and Holiday PTO is earned during the current year.

PTO Holiday: Holiday PTO is available to all regular, full-time and part-time employees from the day the employee starts in the regular position. (Holiday pay is not available for seasonal or part-time temporary employees, or employees on a leave of absence before and after the holiday.) Holiday pay for full-time employees must be used in 8-hour increments on the City designated holiday; part-time employees receive the applicable prorated time for their holiday.

PTO Vacation: This benefit is generally earned through productive work time. A value (in hours) of the benefit is determined as of January 1 each year, prorated for new employees. Employees with greater than one year of continuous employment as of January 1 are eligible to use their vacation beginning on the first calendar day of the year in which a milestone anniversary occurs and must be used in half or full-day increments. (For example, an employee who has 4 years of service on January 1 but will reach their 5th year of service during the year will be eligible for 120 days of vacation as of that January 1.) Those with less than one year of employment may be eligible for a prorated amount of vacation as of January 1 of the calendar year following their date of hire. See schedule below for the prorated amount of vacation.

Vacation PTO – New Employee

New full-time employees hired before January 1st of any given year are eligible for the following pro-rated vacation time as of January 1:

<u>Hired the previous</u>	<u>Eligible on the following January 1</u>
January 1 – March 31	40 Vacation Hours
April 1 – June 30	28 Vacation Hours
July 1 – Sept 30	16 Vacation Hours
October 1 – December 31	0 Vacation Hours

PTO Discretionary: This benefit is available to use in hourly increments (whole hours only) 1 to 8 hours in length. New full-time employees will be eligible for a prorated amount of Discretionary Paid Time Off (DPTO), available to take after 90 days. New employees pro-rated discretionary time schedule:

Discretionary PTO – New Employee

New full-time employees are eligible for DPTO, pro-rated as of January 1:

<u>Hired</u>	<u>Eligible after 3 months</u>	<u>Eligible the following January 1</u>
Jan 1 – March 31:	32 Discretionary Hours	40 Discretionary Hours
April 1 – June 30:	16 Discretionary Hours	40 Discretionary Hours
July 1 – Sep 30:	8 Discretionary Hours	40 Discretionary Hours
Oct 1 – Dec 31:	See note below	0* Discretionary Hours

** 40 Discretionary Hours eligible after 3 months of employment (issued on day 91 of employment, not on January 1 following date of hire)*

Thereafter following the schedule listed below. Full-time employees will be issued 80 hours of discretionary time during the month of January. Although the benefit is available to use in January, it is not “earned” as of January. The benefit is earned throughout the year, 1/10 eligible hours per month. Regardless of an employee’s tenure with the City, those who leave mid-year will not be paid out their unused discretionary PTO and may be required to repay the unearned amount.

PTO for permanent part-time employees is a pro-rated amount based upon the previous year’s total hours worked.

When requesting PTO, employees must schedule their absences in advance whenever possible to ensure the City’s smooth operation. Vacation time is always expected to be scheduled in advance and must be approved by the employee’s supervisor. Approval will depend upon the workload in the affected operational area.

Listed below is the PTO schedule effective January 1 of each given calendar year:

	Total PTO	Vacation	Holiday	Discretionary
< 1 Year	Prorated	See Schedule	80 hours	See Schedule
Years 1 – 4	240 hours	80 hours	80 hours	80 hours
Years 5 – 12	280 hours	120 hours	80 hours	80 hours
Years 13 – 20	320 hours	160 hours	80 hours	80 hours
Years 21 +	360 hours	200 hours	80 hours	80 hours

Discretionary PTO must be used during the calendar year. Hours not used will be forfeited.

Vacation must also be used during the calendar year. However, in the event that you are not able to use all of your vacation PTO, you may request a carryover of up to 40 hours of vacation to your supervisor. The head of each department and the Director of Human Resources must approve the carryover hours preferably by December 15th for the following year.

Sick Account Balance: Employees hired before January 2012 may have a Sick Account Balance. This benefit discontinued as of December 31, 2011. However, those with a balance were able to keep the balance and may be eligible for a post retirement benefit. This account is available to use for an employee's own serious health condition prior to retirement. However, generally speaking, all discretionary PTO and all but 80 hours of vacation PTO must be used prior to utilizing sick day balance. Exception to this practice exist for some qualifying Family Medical Leave conditions, in which an employee may qualify to use up to two weeks of pay from the sick bank account. Contact Human Resources for additional details.

3. Performance Reviews

Performance reviews will be completed by an employee's supervisor yearly. In most cases, the anniversary date of employment will be the review date, with any changes to pay effective the payroll following the anniversary date. In the cases of promotion or demotion that increase or decrease pay, the date the change in position becomes effective is the employee's new review date.

4. Pay Checks

Payroll checks (direct deposit only) are issued every other Friday. The recognized work week is Sunday through Saturday.

5. Voluntary Termination

An employee who plans to resign or retire should provide written notice to his/her supervisor at least two full weeks prior to leaving. The employee will be paid at his/her current rate for all unused accrued vacation time. Deductions will be made for any liabilities to the City such as tool purchases, uniforms, etc. Failure to provide two weeks notice may result in the loss of any accrued vacation. An employee is not entitled to use discretionary PTO during their two week notice.

6. Layoff

The City makes every attempt to provide regular, consistent employment. At times, city funding or budget constraints, customer demands or other factors affect work availability. If a lay-off should become necessary, factors such as overall work performance, skill and ability, productivity and attendance will be used in deciding which employees will be laid off. Length of service will be considered a factor in deciding which employees will be laid off when other factors are equal.

7. Use of City Property

Unauthorized possession or use of any City property, equipment, or materials, or removal of City property from the premises is prohibited. The employee's supervisor must approve any equipment transfer or movement.

8. Shift Premium

Shift premium for non-represented City employees (excluding Transit or Library employees) will be issued for hours worked outside of traditional office hours. Shift premiums apply as follow:

- 6:00 a.m. – 5:59 p.m. - No shift premium
- 6:00 p.m. – 11:59 p.m. - \$0.35/hour
- 12:00 a.m. – 5:59 a.m. - \$0.45/hour

9. Mileage Reimbursement

Employees may be required to use their own personal vehicle for travel while conducting city business (other than di minimis travel within the City of Sheboygan. When this occurs, the employee will be reimbursed at the current IRS rate for each mile driven.

10. Parking

In most City facilities, parking is provided for employees at no cost. Employees working in City Hall or the Library will be assigned parking in the municipal lot or given an off-street parking pass and the cost of parking will be covered by either the City or the Library.

11. Dress Code

Employees represent the City of Sheboygan when they are at work. Each person is expected to dress appropriately for their respective job. In an office setting, shorts, t-shirts or immodest apparel are not considered appropriate attire. The City reserves the right to send an employee home if he/she is inappropriately dressed. Time missed for this purpose would be unpaid (non-exempt / hourly employees).

12. Concealed Carry

Although the State of Wisconsin allows concealed carry of handguns, no employee is permitted to carry a handgun while on duty unless the employee is granted express authorization by the City of Sheboygan.

13. Workers Compensation

Employees who are involved in a work related injury resulting in full days off (“lost time injury”) will be paid following the state approved schedule (the first 3 days off are non-compensable). The pay rate issued will be in accordance with state requirement.

14. Special Clothing/Accessory Allowance

Employees who are required to wear special clothing or use special equipment for their work will receive an allowance (paid no earlier than the 2nd payroll in January) of the following:

- a) Uniform Allowance: \$100 / paid at the beginning of the calendar year
- b) Safety Boot / Shoe / Equipment: \$100 / paid at the beginning of the calendar year
- c) Glasses with safety lens w/frames: \$50 / reimbursed every two years with purchase

15. Position Classification

Every City position is covered by an official job description. This description only lists the typical duties of the position. Employees may be assigned other duties by their supervisor / department head.

A salary range exists for every position, which includes a minimum and a maximum rate of pay. New employees with limited experience are normally hired at the minimum rate of pay and advance within the pay-range based on merit. New employees hired with proven skills and experience may be offered a starting salary based on their previous experience.

At least once per year each employee will receive a performance evaluation which will review their past performance and establish goals and objectives for the next 12 months. The performance evaluation results determine whether an employee receives a salary adjustment and the amount of that adjustment. Since the evaluation is discretionary, the supervisor also has discretion in the amount, if any, of a pay increase. Although an increase schedule will guide the supervisor, the supervisor remains eligible to veer from the schedule as he/she deems appropriate.

16. Pay Days / Direct Deposit

Employees are paid on a bi-weekly basis on alternate Fridays. Timecards must accurately reflect the hours you have worked each week and all time off. Your payroll check will show both your gross pay and your net pay which is your pay after deductions. Various deductions, both mandatory by law and voluntary, will be itemized on each pay check. Payroll checks will be directly deposited into a financial institution of the employee's choice.

17. Use of City Telephone / Personal Cell Phones

The use of personal cell phones is prohibited in the workplace except during break and lunch times. In order to keep City telephone lines open for necessary business calls, employees need to discourage incoming and outgoing personal calls except for emergency. Personal long distance calls on city phones are not to be made.

18. Use of Internet and E-mail

Internet and e-mail communication systems are to be used primarily for business purposes, meaning that use of such equipment and systems must be job related. Limited, occasional or incidental use of these systems for personal use is acceptable, if done in a professional manner that does not interfere with business use.

In addition to the system hardware and software, all electronic messages are the property of the City, whether composed, received or sent by the employee. The City reserves the right to retrieve, monitor, or review any message in the City computer system, and may disclose such messages for any purpose without notice to the employee and without seeking permission of the employee. In addition, as an employee of the City, all correspondence are subject to the open records statute. Citizens have a right to request access to information contained on City property.

The City does not permit Internet use or e-mail messages that contain foul, inappropriate, or offensive language. Those containing racial or ethnic slurs, or sexual innuendo, are prohibited. Employees who violate this policy will be subject to disciplinary action up to and including termination.

19. Safety

Safety regulations exist for an employee's protection and to avoid conditions that may result in accidents, disabling injuries, and lost time and money. All employees are required to comply with safety regulations. Each department supervisor or department head will inform employees of any specific safety regulations pertinent to their department. An employee is required to know and use the safety precautions for their particular type of work, machines, and equipment.

Horseplay, failure to use designated safety devices and/or procedures, any act or threat of physical violence toward another employee and any behavior which could result in personal injury is strictly prohibited at all times while on City property and will result in disciplinary action up to and including termination of employment. This includes time before and after the scheduled work hours and applies to all City property, indoors or out.

Because of the potential for serious and permanent injury, failure to comply with any of the above stated procedures or those procedures explained to an employee by their supervisor will result in disciplinary action up to and including termination. Employees working in or supporting a work area and certain other designated areas must familiarize themselves with the general safety procedures of that area. Employees must immediately report any work related injury to their supervisor and complete a First Report of Injury Form as soon as possible.

20. PROHIBITED HARASSMENT & SEXUAL HARASSMENT

It is City of Sheboygan policy that all employees enjoy a work environment free from all forms of harassment. Employees who engage in harassment not only hurt others, but also expose themselves and the City to potential legal liability. Harassment violates both State and Federal laws. Harassment infringes upon equal respect in work relationships and causes serious harm to the productivity, efficiency and stability in the work environment. Every person is entitled to be treated with common courtesy, dignity and respect. The City of Sheboygan specifically prohibits discrimination, intimidation and harassment.

I. COVERED INDIVIDUALS

1. Individuals covered under this policy include employees, applicants for employment, volunteers, elected officials, appointed boards and commissions, (hereafter referred to as "employees") and members of the public.
2. Conduct or inappropriate behavior described in this document will not be tolerated. Any employee who violates this policy will be subject to appropriate discipline, up to and including termination of employment. Any elected official or member of the public found to have violated this policy shall be subject to appropriate disciplinary action up to and including sanctions.

II. GENERAL POLICY

1. All employees are responsible for assuring that the work place is free from any unlawful form of harassment. This includes harassment based upon sexual orientation, race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. All employees and elected officials shall be familiar with and comply with the City policy, which prohibits harassment.
2. City policy prohibits any employee, elected official, or member of the public, male or female, from harassing another employee or other person while on or off the job, or from creating a hostile work environment, even if the harassment is not targeted at a specific person.
3. Harassment by an employee, supervisor, manager, elected official or any other person shall not be tolerated. All supervisors and administrators are responsible for preventing and eliminating harassment in their respective work areas, departments, or divisions.

III. SEXUAL HARASSMENT, LEGAL DEFINITION

Sexual harassment is unwelcome sexual advances, unwelcome requests for sexual favors, unwelcome physical contact of a sexual nature or unwelcome verbal or physical conduct of a sexual nature. "Sexual harassment" includes conduct directed by a person at another person of the same or opposite gender. "Unwelcome verbal or physical conduct of a sexual nature" includes but is not limited to the deliberate, repeated making of unsolicited gestures or comments of a sexual nature; the deliberate, repeated display of offensive sexually graphic materials which is not necessary for business purposes; or deliberate verbal or physical conduct of a sexual nature, whether or not repeated, that is sufficiently severe to interfere substantially with an employee's work performance or to create an intimidating, hostile or offensive work environment.

Prohibited Conduct:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct is used as a basis for an employment decision affecting the employee; or
3. Such conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating a work environment, which is intimidating, hostile, or offensive to the employee; or
4. All forms of unwanted physical sexual contact whether they are unwelcome sexual advances; unwanted hugs, touches, pinching, brushing against another's private body areas or kisses are assault. If assault is determined, the police or law enforcement will be involved and formal charges may be filed; or
5. Suggestive or lewd remarks; sexually oriented teasing or joking; displays of sexually explicit pictures, cartoons or other materials, requests for sexual favors; or any other unwelcome sexual behavior or attention.

IV. OTHER UNLAWFUL FORMS OF HARASSMENT

In accordance with the Equal Employment Opportunity Commission guidelines, this policy prohibits harassment on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Prohibited harassment includes, but is not limited to, behavior which:

1. Has the purpose or effect of creating an intimidating, hostile or offensive work environment; or
2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. Otherwise adversely affects an individual's employment opportunity.
4. Any act of harassment involving messages of hatred, physical threat, or violence requires immediate corrective action. Report any incident of this nature immediately to a supervisor. The police or law enforcement may become involved.

V. HARASSMENT COMPLAINT PROCEDURES

Employees are encouraged but not required to inform the person that his or her actions are unwelcomes and offensive. Politely but firmly confront the harasser and tell the individual to stop harassing you immediately. Do not respond in an inappropriate, rude or vulgar manner.

1. **If you are unable to confront the harasser** or if the harassment continues, talk to a supervisor you trust, a Department Head, Human Resources Director or City Attorney and report the harassment. The employee may go to any other person in authority with a complaint. It is not necessary for the victim to put the complaint in writing. It is recommended that the employee document all incidents of harassment in order to provide the fullest basis for investigation.
2. Any employee who believes he or she has been the subject of, or witness to harassment shall promptly report the matter.

VI. IF AN EMPLOYEE IS BEING HARASSED BY THE PUBLIC

Laws protect employees from harassment by outsiders. Employees may be harassed by customers, contractors, loiterers, service providers or the public who come into the workplace or into fieldwork areas. If you are harassed in this manner:

1. Politely but firmly confront the harasser and tell the individual to stop harassing you immediately. Tell the harasser that their language or behavior is inappropriate and in violation of the law. Do not respond in an inappropriate, rude or vulgar manner.
2. If you are unable to confront the harasser or if after speaking to the harasser, the harassment continues, contact a supervisor.
3. If the harassment continues after the supervisor arrives, call the police.

VII. INVESTIGATION OF HARASSMENT COMPLAINTS

- I. If an uninvolved third party provides management with information of harassment, then there is sufficient knowledge for management to investigate. Employees who become aware of possible harassment, even if they themselves are not victims, shall bring the matter to the attention of the appropriate supervisor.
- II. Supervisors are responsible for preventing harassment and other prohibited activities. Each supervisor shall:
 1. Monitor the work environment for signs that harassment may be occurring.
 2. Train and counsel employees on what constitutes harassment and sexual harassment, the City Policy and procedures for reporting and resolving complaints of harassment.
 3. Stop any action that may be considered harassment and take appropriate steps to intervene, whether or not the involved parties are within his or her line of supervision.
 4. Take immediate action to prevent retaliation towards a complaining party or witnesses.
 5. Eliminate the hostile work environment where there has been a complaint of harassment.
 6. Transfer or re-assignment of any party involved should be voluntary if possible. If compulsory, the transfer should be temporary, pending the outcome of the investigation.
- III. Supervisors shall not discourage employees from making complaints. Once made aware of an alleged harassment issue, the supervisor has a legal obligation to ensure that the complaint

is investigated. Any complaint of harassment shall receive the immediate attention of the supervisor to whom it is made. The supervisor shall contact and consult with their Department Head and Human Resources Director as soon as practical.

- IV. Under the direction of the Human Resources Director, an investigation shall ensure that all facts reviewed and documented, and that appropriate disciplinary action is taken, if warranted.
1. After appropriate investigation, any employee found to have violated this policy will be subject to appropriate disciplinary action, up to and including termination of employment.
 2. After appropriate investigation, any elected official or member of the public found to have violated this policy will be subject to appropriate disciplinary action up to, and including sanctions.
 3. Corrective action must be taken if and/or when:
 - a) Upon completion, the investigation (if warranted) shall notify the Police Chief, City Attorney and the City Administrator if the complaint contains evidence of criminal activity, such as battery, assault or rape.
 - b) The investigation shall include a determination as to whether other City employees are affected by the harassment and whether City employees participated in or encouraged the harassment.
 - c) Files of harassment and discrimination complaints shall be maintained in a secure, central location.
- E. The City also recognizes that false accusations of harassment can have serious adverse effects. All employees shall act honestly and responsibly in complying with and enforcing this policy. Anyone who knowingly makes false accusations of harassment will be subject to appropriate disciplinary action up to an including discharge.
- F. The confidentiality and privacy of employees involved in an investigation will be respected, but cannot be guaranteed. Information shall be released on a need to know basis, by legal process, open records or subpoena.

V. **AFTER AN INVESTIGATION**

- A. The City of Sheboygan forbids retaliation against anyone who in good faith, reports or assists in the investigation of an alleged harassment complaint. Anyone who retaliates against a person who reports harassment or who assists in the investigation of a harassment complaint will be subject to appropriate disciplinary action up to and including discharge.

An employee must use the City's internal reporting procedures first. However, if after utilizing this procedure the complainant does not feel the complaint has been adequately addressed, the employee may file a complaint as described below.

- B. Discrimination may also be reported to the Equal Employment Opportunities Commission (1-800-669-4000), or State of Wisconsin Equal Rights Division, Milwaukee office, or
1. State of Wisconsin Equal Rights Agency
819 N 6th Street, Room 723
Milwaukee, WI 53203
Phone: (414) 227-4384
 2. Equal Employment Opportunity Commission
310 West Wisconsin Avenue
Suite 500
Milwaukee, WI 53203-2292
Phone: (800) 669-4000

If an employee makes a report to any of the above agencies, that employee shall provide a copy of that report to the Sheboygan City Attorney's Office within forty-eight (48) hours of making the complaint.

SECTION III: HOLIDAYS, AND LEAVE OF ABSENCE

1. Holidays

The City recognizes the following paid holidays for its employees:

New Year's Day	Thanksgiving Day
Good Friday (Friday before Easter)	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years Eve Day

For those on a Monday – Friday work schedule, when a scheduled holiday that falls on Saturday it will generally be observed on the previous Friday, if the department is closed on the holiday. A holiday that falls on Sunday will generally be observed the following Monday. The City retains the right to schedule holiday observance which best suits its operations schedule.

2. Family and Medical Leave Act (FMLA)

FML is a state and federally supported program created to allow employees time off for eligible reasons dealing with either the employee's own personal medical condition, or the employee's family member. If an employee feels he or she may qualify for FML, the employee should contact their supervisor or Human Resources. For more details, employees should refer to the official FML policy and/or the required posting throughout all locations.

- 1) If the leave is a qualified Wisconsin Family Medical Leave, the employee has the option to use any available PTO, including a sick bank, during the first two weeks of leave. After that, the City will issue all remaining PTO (Discretionary or Vacation) up to a balance of two weeks of vacation, at which time the employee may elect to use the remaining vacation, take the remaining leave unpaid, or request PTO from other employees. (Employees with a sick bank balance can only use that bank after the first two week for the employee's qualified medical condition.)

- 2) Employees who elect Voluntary Short Term Disability may apply for benefits in accordance with the plan document. FML will run concurrent with applicable STD. STD applies only after the employee exhausts any available sick bank balance.
- 3) An employee's health and dental benefits will be continued through a qualified FMLA, with the employee continuing to pay the employee portion of the monthly premium payment. Arrangements for premium payment should be made at the time leave is requested. Other insurance will be reinstated upon timely return from leave.
- 4) Leave may be utilized on an intermittent basis (such as reduced work hours due to physical restrictions).
- 5) Upon return from FMLA leave, the employee will be reinstated to his/her original position or a similar position of equivalent pay, benefits, and terms.

3. Sick / Medical / Personal Leave Of Absence

- a) If you are unable to come to work because you are sick, you must let your supervisor know before the beginning of the workday if possible so that proper arrangements can be made. If you are absent for more than three (3) consecutive days because of illness, you may be required to present a fitness for duty form, completed by a medical provider / doctor. With the exception of extreme situations, personal leave of absences require prior approval from the employee's supervisor.
- b) Failure to return from leave, or revocation of a leave by the City, shall be cause for separation from employment (employment termination) unless a justifiable reason is submitted within five (5) days after said expiration, disapproval, or revocation, which is acceptable by the City.

4. Jury Duty

Employees who are subpoenaed and serve on jury duty on any days which are considered their normal scheduled workdays shall receive pay continuation for the hours served, up to a maximum of 8 hours pay, or in the case of a part-time employee, up to the maximum hours they are normally scheduled to work, provided the following:

- a) The employee must present proof of jury duty service, stating the dates and hours per day served.
- b) The employee must turn in all compensation from the County for their jury service (excluding mileage).
- c) When the employee is excused from jury service, either temporarily or permanently, the employee shall report back to work within one hour to complete his/her shift.

5. Military and Other Leaves

- a) The City of Sheboygan follows USERRA rules regarding reinstatement of military members. For long-term military leave, any full-time, non-exempt employee who obtained a written leave of absence as a result of being inducted into the Armed Forces of the United States shall be reinstated according to the applicable laws governing such reinstatement insofar as they affect persons or positions included in the City Service. To be eligible for such reinstatement, the employee must be honorably discharged from required active service of not more than four years, plus one year extension of active duty if this is at the request of the government. All leaves of absence for military service shall be without pay and benefits. Upon return from the leave, the employee will retain his/her hire date for prospective calculations of paid

time off. However, only the actual hours worked on-the-job the previous year will be used in the calculation of a vacation benefits. For example, the employee who worked 6 months of the year and was called to duty the other six months will be credited with 50% of his/her vacation allotment for the following year.

- b) Exempt employees will receive pay continuation for short-term absences occasioned by jury duty, attendance as a witness or temporary military leave. However, the City will offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of exemption.

SECTION IV:

1. Grievance and Appeals Procedure

A grievance is defined as a difference or misunderstanding which may arise between the City and one of its employees regarding discipline, discharge or workplace safety. (Library employees need to refer to the Mead Library Progressive Discipline and Grievance Procedure.) Workplace Safety is defined as “conditions of employment affecting an employees’ physical health or safety, the safe operation of workplace tools and/or equipment, safety of the physical work environment, personal protective equipment, workplace violence and training related to same”.

In the event that an employee does not agree with disciplinary action taken against him/her; disagrees with his/her termination; or has an issue with workplace safety which affects him/her, the following grievance procedure shall be used:

Step 1 – Written Grievance Filed with the Department

The employee must prepare and file a written grievance with his/her Department Head within five (5) days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, if possible within ten (10) days of receipt of the grievance. In the event the grievance involves the Department Head, the employee may initially file the grievance with the Human Resources Director, who shall conduct the Step 1 investigation.

Step 2 – Review by Human Resources Director [or City Administrator]

If the grievance is not settled at Step 1, the employee may appeal the grievance to the Human Resources Director [or City Administrator] within five (5) days of the receipt of the decision of the Department Head at Step 1. The Human Resources Director [or City Administrator] or his/her designee will review the matter and inform the employee of his/her decision, if possible within ten (10) days of receipt of the grievance.

Step 3 – Impartial Hearing Officer

If the grievance is not settled at Step 2, the employee may file, within five (5) days following receipt of the decision of the Human Resources Director [or City Administrator], a written appeal for review by an impartial hearing officer. The City shall select the impartial hearing officer, who shall not be a City employee. In all cases, the grievant shall have the burden of proof. The jurisdiction of the impartial hearing officer is limited to answering the following question: Based upon the preponderance of the evidence, has the Grievant proven that the action of the City was arbitrary and capricious?

This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. If a hearing is conducted, the impartial hearing officer may admit all evidence that he/she deems relevant to the issues raised, and may exclude immaterial, irrelevant or repetitious testimony or evidence. After the Grievant and the City have presented all relevant witnesses and evidence, the impartial hearing officer shall close the hearing. The impartial hearing officer may ask for oral or written closing statements.

The impartial hearing officer shall prepare a written decision within ten (10) days of the close of the hearing. The impartial hearing officer shall have no authority to issue a remedy, but the impartial hearing officer may recommend a remedy. Remedial action and authority shall be subject to the determination and approval of the City Council, and shall be addressed in the event a grievance is sustained.

Step 4 – Review by the Governing Body

If the grievance is not resolved after Step 3, the Grievant or the City may request, within five (5) days of receipt of the written decision from the hearing officer, a written review by the Governing Body. In most instances, the appeal shall be heard by the City Council. For Library, Transit and Water Utility employees, the appeal shall be filed with the Library Board, Transit Commission, or Water Utility Board.

The Governing Body shall not take testimony or evidence; it may only determine whether the impartial hearing officer reached an arbitrary or incorrect result based on a review of the record before the impartial hearing officer. The matter will be scheduled for the Governing Body's next regular meeting. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. The Governing Body shall not substitute its judgment for that of the impartial hearing officer. Findings of fact shall be upheld unless they are clearly erroneous. The Governing Body will inform the employee of its findings and decision in writing within ten (10) days of its meeting. The Governing Body shall decide the matter by simple majority vote and this decision shall be final and binding.

Employee Representation

An employee shall have the right to be represented by an attorney or other representative at Step 3 of the grievance procedure at the employee's expense. The representative may not be a material witness to the dispute. Employee discussion with his/her representative shall not take place during working hours.

Time Limits

The timelines provided in this policy must be strictly followed. If the Grievant fails to meet the timelines set forth above, the grievance shall be considered resolved. If the City fails to meet the timelines set forth above, the grievance shall advance to the next step of the process. The only exception to this policy is if the Grievant and the City mutually agree in writing to waive a timeline, but such waiver must occur in advance of the expiration of the timeline.

SECTION V: MISCELLANEOUS INFORMATION

1. Employee Fraternalization Policy

The City of Sheboygan expects employees to work together as team members to efficiently provide for the needs of the City and its citizens. It is in the best interests of City employees to keep work relationships separate from personal relationships. All employees shall exercise good judgment and discretion in engaging in consensual social personal relationships.

Under no circumstances shall an employee in a management or supervisory position enter into a romantic relationship with a subordinate.

Provisions/Requirements

1. If employees choose to enter into a consensual social relationship, the relationship will not be allowed to disrupt City business.
2. If employees marry each other, they will not be allowed to report to the same immediate supervisor after they are married. One spouse will not be allowed to supervise the other.
3. If a manager/supervisor enters into a consensual social relationship with any City of Sheboygan employee, that changes into romantic involvement, the management level employee shall promptly and confidentially provide a written notice to his/her immediate supervisor and the Human Resources Manager. The supervisor and the Human Resources Manager will immediately review the duties and responsibilities between the employees to determine if their relationship may disrupt City business. Although the relationship is not prohibited (except as provided below), it will not be allowed to disrupt business.

The City expressly prohibits any consensual social relationship, including marriage, between a manager/supervisor and an employee in his/her line of authority.

4. If a consensual social relationship is either prohibited or disrupts City business, the City will take appropriate action to transfer one or both of these employees if possible and in the City's best interests. If transfer is not possible, termination of the employment of one or both employees may be necessary. Failure to promptly and voluntarily report a consensual social relationship as required above may result in immediate transfer or termination of one or both employees.

2. Employee Privacy

The City of Sheboygan is subject to the Wisconsin Public Open Records Law. Though an employee's personnel file is confidential, information relating to employment, such as an employee's pay and benefits, is considered an open record to the public and may be shared upon request. This includes electronic records such as e-mail messages and other electronic content on personal computers or cell phones (if used for work purposes).

3. Adverse Weather

In the event of severe weather, the City Administrator or Department Head or his/her designee may decide that the offices will not open. Managers will try to notify employees by telephone if they are not to report to work. A message will also be relayed to WHBL channel 1330 AM. Non-exempt (hourly) employees will not be paid for time missed unless they chose available discretionary or vacation PTO time.

4. Personnel Records

In order to maintain accurate personnel records, it is important that an employee notify the Human Resources Department of any changes such as name, address, phone number, dependent information, beneficiary changes, etc. While the City makes every effort to have correct records, the responsibility for making sure we have the most current information is the employees.

The City is periodically requested to verify dates of employment and salary information. Basic information (hire date, hourly salary, and full-time employment status) will be confirmed provided the requester verify the employee's social security number. Additional information will only be provided with a signed release from the employee.

5. Zero Tolerance Workplace Violence Policy

The City of Sheboygan maintains a zero tolerance policy towards violence in the workplace. Violence committed by employees or the public will not be tolerated. All violent behavior is inappropriate. The possession, use or threat of use of a weapon by employees is prohibited in the workplace. All employees shall notify their supervisor of any workplace violence they witness, experience, have knowledge of or have been notified about. Violations shall lead to disciplinary action, up to and including discharge. Violent acts or threats of violence may also result in arrest and criminal prosecution.

I. GENERAL

All employees have a responsibility to encourage and maintain a safe and secure workplace. When notified that an employee has been assaulted, threatened with bodily harm or has threatened to harm themselves or others, supervisors have the responsibility to respond in a timely manner. All employees are expected to adhere to specific security and safety procedures as prescribed by their department or division.

II. INCIDENT REPORTING AND INVESTIGATIONS

A. Employee Responsibilities:

1. Remove yourself from the threat as soon as possible.
2. Obtain emergency police intervention and/or medical response as required.
3. Immediately notify a supervisor and/or Department Head.
4. Assist management in the completion of all required incident reports.
5. Cooperate with all investigation efforts by management and/or the police.
6. If injured, complete all required medical reports as soon as practical.

B. Supervisor Responsibilities:

1. The Supervisor taking the complaint must ensure that the behavior is stopped.
2. Obtain police intervention and medical response as required.
 - a. If the workplace violence is a result of the actions of a non-employee, the supervisor or other available employee shall call 9-911 and request immediate police assistance.
 - b. Crime Scene Preservation:
Take no action to disturb the incident scene, which could jeopardize the outcome of an investigation. Do not move objects or allow clean up until police have given permission. Take steps to secure the incident area.
3. Notify/brief the Department Head & Human Resources as soon as possible.

4. Advise the Department Head of any corrective or preventive actions that can be implemented.
5. Expeditiously complete the Assault/Threat Report form.
6. Obtain copies of Police reports and/or written statements from witnesses and those persons involved within 24 hours, or as soon as possible.
 - a. Assist employees to complete medical, workers compensation, OSHA and other reports as required as soon as possible.
7. Forward copies of all reports to the Human Resources as soon as completed.
8. Conduct or assist in, and cooperate with all investigations.
9. Assist in the identification of risk factors and remedies to prevent reoccurrence.
10. Involve City Attorney to determine or initiate appropriate administrative or legal action.
11. Advise employees about the availability of assistance or counseling. Refer employees to the EAP services.
12. Obtain guidance from Department Head and/or Human Resources on disciplinary actions and procedures.
13. Ensure that proper corrective action is implemented.

III. INVESTIGATION

1. Human Resources, department/division management and police will receive, evaluate intervene and respond to reports of workplace violence, on a case-by-case basis.
2. Anonymity of employees reporting violence or threats of violence will be maintained during the investigation to the greatest extent possible.
3. Retaliation against any individual who reports an incident or threat of violence, or participates in an investigation will not be tolerated.

IV. FALSE REPORTS

Allegations or reports of workplace threats or violent acts will be taken seriously. Employees intentionally making false reports will be subject to discipline, up to and including discharge from employment.

V. ORDERS OF PROTECTION OR RESTRAINT

Employees shall notify their supervisor if they obtain a court/restraining order to protect themselves from an individual, if the order extends to the workplace. The employee shall provide a copy of any such order to their supervisor.

VI. COMMUNICATIONS

Copies of this policy shall be distributed to all current and future employees.

VII. CONFIDENTIALITY

Public information regarding any incident or alleged incident of workplace violence that involves an employee or occurs on City property shall be released only under recommendation by the City Attorney and consistent with open records laws.

VIII. DEFINITIONS

- A. Employee:** All regular full time, part time, seasonal employees, temporary employees, volunteers, elected and appointed officials.

- B. Weapon:** Any type of firearm, switchblade, knife, (excluding eating utensils), jack knife with a blade longer than 3”, metal knuckles, whips, clubs, explosives or any other object commonly known as a weapon. Only law enforcement employees who are required to carry a weapon as part of their official job duties are exempt.
- C. Workplace:** All City owned or leased property, parking lot or building, including vehicles and equipment, and any other property where work is being performed by City employees in any official capacity.
- D. Workplace Violence:** Any act of written, verbal or physical aggression that occurs in the workplace, intended to physically harm an individual or that could cause a reasonable person to be in fear of imminent physical harm. Violence also includes the intentional unauthorized destruction, sabotage or abuse of property or systems. Examples of workplace violence may include: harassment, unwanted physical contact, obscene phone calls, threats (direct or implied), hitting, pushing, throwing objects, stalking, unauthorized possession or inappropriate use of weapons, assault, battery, robbery, kidnapping, murder, bomb threats or arson. Workplace violence does not include the use of reasonable force in the defense of oneself or others.

6. Employee Assistance Program (EAP)

The City of Sheboygan recognizes that a wide range of medical-behavioral problems not directly associated with one’s job functions can affect an employee’s job performance. Illnesses and emotional problems rank as some of the most serious health problems in the country affecting job performance. In addition, family relationship issues such as elder or child care, or financial problems also affect one’s ability to perform their job. The City, therefore, has established an assistance program whereby employees and their families can obtain confidential medical and professional treatment. The City of Sheboygan believes it is in the interest of the City, the employee, and the employee’s family to provide an employee service, whether the services are requested by the employee him/herself or required by the City. For a complete description of the City’s policy, please see Human Resources.

SECTION VI: ALCOHOL AND CONTROLLED SUBSTANCE POLICY

The City of Sheboygan recognizes that the use and/or abuse of alcohol or controlled substances by City employees may present a serious threat to their safety, health and that of the general public.

As required by the Drug Free Workplace Act, Public Law 100-690, Title V, Subtitle D, the City of Sheboygan has implemented a Zero Tolerance On Duty Policy for alcohol and controlled substances for all City employees and volunteers.

The City of Sheboygan Alcohol and Controlled Substance Policy incorporates by reference, the “City of Sheboygan Civil Service Rules”, “City of Sheboygan Police Department Drug Free Workplace Policy”, and the “City of Sheboygan Department of Public Works Alcohol and Controlled Substance Testing Policy & Corrective Action Guidelines”. Employees are expected to report to work free from any illegal substances and legal substances that affect their ability to perform their job duties. Failure to comply with this policy will lead to disciplinary action up to and including discharge, consistent with related rules and policies incorporated by reference herein.

a) Purpose

The purpose of this policy is to help prevent accidents and injuries resulting from the misuse of alcohol or controlled substances by City employees. This policy is in compliance with testing rules and regulations contained in Federal Regulations Title 49 CFR and the Drug Free Workplace Act.

b) Reporting of Conviction

As required by the Drug Free Workplace Act, Public Law 100-690, Title V, Subtitle D, all City of Sheboygan employees are hereby notified that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, drug paraphernalia or alcohol is strictly prohibited in the workplace. This law makes it a condition of employment that all City of Sheboygan employees adhere to this policy. Furthermore, employees must notify the City (Department Head/Supervisor or Human Resources Director), of any criminal drug statute conviction no later than 5 days after such conviction.

c) Prevention and Rehabilitation

The City of Sheboygan encourages employees who have alcohol or controlled substance problems to seek help from a qualified alcohol and/or substance abuse professional. The goals of this policy are prevention and rehabilitation whenever possible. Help is available through the City's Employee Assistance Program (EAP). For more details on the EAP program, contact the Human Resources Department, a supervisor, or call the EAP directly at (800) 236-3231. All calls are held in strictest confidence.

An employee shall be permitted to use Family Medical Leave time for the purpose of undergoing treatment in an approved program for alcohol or drug use. The leave must be requested prior to the commission of any act subject to disciplinary action, and will be provided only in accordance with the FML policy.

d) Prohibited Conduct for All City Employees

- 1.) Reporting for duty or remaining on duty while under the influence of alcohol and/or controlled substances or with any measurable amount of alcohol, intoxicants, illegal drugs or other controlled substances in their system.
- 2.) Providing false information in connection with a test or falsifying test results through tampering, contamination, adulteration or substitution.
- 3.) Reporting to work under the influence of a prescription drug, unless the employee's physician determines that the use of the prescription drug will not adversely affect the employee's ability to perform essential functions of their job.
- 4.) Obstruction of a test or refusal to submit to testing will be considered a positive test

e) Prescription Drugs

- 1.) Before performing work related duties, employees must notify their supervisor if they are taking any legally prescribed medication or any non prescription drug which contains any measurable amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills or judgment may be adversely affected by this medication.
- 2.) It is the employee's responsibility to inform their physician of the type of essential functions they must perform in order for the physician to determine if the prescription could interfere with the

employee's duties. Employees should provide their physician with a copy of their job description.

- 3.) If there is no alternate medication available, prior to starting their shift the employee is responsible to notify their supervisor of any prescription which may affect ability to perform essential job functions.

f) Required Drug and Alcohol Testing

- 1) **Pre-Employment:** Any individual applying for a position with the City of Sheboygan shall be required to undergo controlled substance testing after a conditional offer of employment has been made.
- 2) **Reasonable Suspicion:** Where a trained supervisor has reasonable suspicion to believe the employee is using or is under the influence of alcohol and/or controlled substances, said supervisor may require the employee to undergo a controlled substance and/or alcohol test.
 - a) Supervisor should confer with another supervisor, both supervisors shall observe the behavior/condition of the employee to confirm or deny the reasonable suspicion.
 - b) A supervisor or his/her designee shall transport the employee to the collection site for testing immediately, but no later than within 8 hours of having observed the behavior.
 - c) The supervisor is to wait at the testing site with the employee until the alcohol test has been completed and/or the urine sample has been taken. If the controlled substance or alcohol test is conducted more than 2 hours, but less than 8 hours after the supervisor determined there was a reasonable suspicion to believe the employee is under the influence of alcohol and/or controlled substances, the supervisor shall file a written report ("Delay/Failure to Administer Test Form") explaining the reason for the delay in conducting the alcohol and/or controlled substance test.
 1. During the hours of 7:30 a.m. - 3:30 p.m. the supervisor may call St. Nicholas Hospital, Occupational Health at (920) 459-5176 to request Reasonable Suspicion Testing for controlled substances and alcohol.
 2. Outside of these hours, the employee shall be driven to the emergency room at St. Nicholas for Reasonable Suspicion Testing.
 3. The supervisor shall bring proper identification and document that he/she is authorized to ensure the employee is tested ("Supervisor Authorization Form").
 4. In all cases of reasonable suspicion testing for controlled substances or if a positive, confirmed alcohol test result has been received (0.02 percent or greater), the employee shall be advised not to drive his/her vehicle home at that time. The employee shall make alternative transportation arrangements to leave the collection or employment site.
 - a.) In the case of reasonable suspicion for controlled substances, the employee shall be advised not to report to work until otherwise advised. If a urine test has been administered, the City of Sheboygan will contact the employee once the test

results are known (this normally takes 24-48 hours) and a decision has been made as to their employment status.

- b.) The results of drug and alcohol tests will be sent directly to Human Resources. When results are obtained, the employee's supervisor and department head will meet with the Human Resources Director to determine the appropriate course of action to be taken.
- c.) Once the test has been completed, the supervisor must submit a written report to their department head outlining the event and/or behavior observed that led the supervisor to believe the employee was under the influence of alcohol or controlled substance ("Supervisor's Report of Reasonable Suspicion"). The report must be completed within 24 hours of the test.

g. Confidentiality

The City of Sheboygan respects the confidentiality and privacy of its employees. The City will reveal the identity of the employee, test results, and/or participation in a treatment program, only as required by law. The City will not reveal individual test results to anyone, unless presented with a written authorization from the tested employee. The City will ensure that any laboratory or testing agency used to conduct testing under this policy will maintain the confidentiality of employee test records. The laboratory or testing agency will disclose information related to a positive controlled substance or alcohol test of an individual to: the individual being tested, the City, the decision maker in a lawsuit, grievance or other proceeding by or on the behalf of the individual arising from any action taken in response to test results; or as required by law, including court orders or subpoenas.

The Medical Review Officer (MRO) will not reveal individual test results to anyone except the City, unless the MRO has been presented with a written authorization from the tested employee. The MRO may reveal to the City, without an authorization, relevant information as to whether MRO opined the employee's fit for duty in the performance of the employees essential job functions and/or whether the employee has tested positive for controlled substances or alcohol.

SECTION VII: CONTINUATION OF COVERAGE

35. Continuation of Dental & Health Insurance Coverage (COBRA)

Exiting employees and their qualified beneficiaries have the opportunity to continue health, dental and life insurance under the City's health plan in the event that a "qualified event" results in the loss of eligibility.

Qualifying events are as follows:

- | | |
|---|---|
| Reduction of work hours / layoff | An employee's divorce or legal separation |
| Resignation of an employee | Birth of a child |
| Death of an employee | Marriage |
| Personal leave of absence | Enrollment in Medicare |
| Termination of an employee for reasons
(other than gross misconduct) | |
| A dependent child no longer meets eligibility requirements | |

Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rate plus an administration fee (2%). When the employee or spouse becomes eligible for coverage under the City's health and dental insurance plans, the City will provide each eligible employee with a written notice

describing their rights granted under the Cobra. The notice contains important information about the employee's rights and obligations. If you have any questions about COBRA, or if you have changed marital status, or you or your spouse have changed addresses, please notify the Human Resources Department.

36. Handbook Purpose

We hope this Employee Handbook will enable you to understand the general rules under which we operate. While the City of Sheboygan believes wholeheartedly in the policies and procedures outlined in this handbook, circumstances may arise whereby it becomes necessary to change these policies and procedures. We reserve the right to modify, revoke, suspend, terminate or change any or all such plans, policies, or procedures, in whole or in part, at any time, with or without notice. The language used in this handbook is not intended to create, nor is it to be construed to constitute, a contract between The City of Sheboygan and any one or all of its employees. An employee's initial or continued employment is solely at will and either you or the City may terminate the relationship at any time.

37. Statement of Understanding

After reading the handbook thoroughly, as a condition of employment, each employee must read and sign the statement of understanding which will be placed in the employee's personnel file.



2016 Employee Handbook

Acknowledgement of Receipt

For

2016 Employee Handbook

I acknowledge having received a copy of the City of Sheboygan, Wisconsin's *Employee Handbook*, and I understand the content. I understand that neither this handbook, nor any other City policy, practice or procedure, is intended to provide any contractual obligations relating to continued employment, compensation or employment in a particular position and should not be construed as creating any sort of employment contract.

I further understand and accept that my employment with the City of Sheboygan is at-will. I have the right to resign at any time with or without cause, just as the City may terminate my employment at any time with or without cause or notice, subject to applicable laws.

I also understand that all of the policies, rules and regulations in this handbook may be changed at any time at the sole discretion of the City with or without prior notice to employees. In addition, the policies listed may be governed by specific procedures which may take precedence over this handbook. Employees are encouraged to direct any questions regarding the City's policies, practices and/or procedures to their immediate supervisor and/or the Human Resources Department.

Employee's Signature

Date

Employee's Name (Printed)

VII

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. February 1, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 237-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the following license be granted contingent upon the application being corrected, and with a warning to include all violations on future applications.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0994	Baratta, Michael E.	1410 New Jersey Ave.

Consent

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VII

R. C. No. - 15 - 16. By LAW AND LICENSING. February 1, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 248-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends amending R. O. No. 248-15-16 to include Taxicab Driver's License application #0650 (Ronald R. Hansen) and granting licenses on the amended RO with various caveats:

MASSAGE ESTABLISHMENT LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3048	Bella Vida	5233 Superior Ave.
2523	Nouvelle Salon & Day Spa	1905 N. 2 nd St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0352	Alexander, Christian V.	1622 S. 12 th St.
6330	Brunner, Candice R.	1522 N. 15 th St.
5433	Cordle, Alexia J.	1520 S. 13 th St.
0238	Derosa, Michael R.	932 Wood Ct.
0203	Fale, Travis W.	3634 Lannon Rd.
2913	Freitag, Lawrence H. (Club)	1610 S. 11 th St.
0998	Grainger, Andrew J.	2060 Rainowlake Ln., West Bend
0271	Haupt, Brandon J.	1813 Pleasant St., Manitowoc
*0367	Herth, Nicole M.	1615A Georgia Ave.

***grant contingent upon the application being corrected, and with a warning to include all violations on future applications**

4939	Lubach, Nancy K.	3026 S. 21 st St.
0247	Manyvanh, Rafael	2619 Main Ave.
*0425	Martinez, Brittany L.	2116 Henry St.

***grant contingent upon the application being corrected, and with a warning to include all violations on future applications**

0999	Schreiner, Brenton J.	462 N. Milwaukee St., Fredonia
0353	Teasdale, Ashley L.	1009 Los Angeles Ave.

Consent

IV

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8429	Escobar, Panfilo	3025B N. 9 th St., #4
0650	Hansen, Ronald R.	3627 N. 20 th St.
*0696	Williams, Antjuan C.	1405 N. 15 th St.

***grant contingent upon the application being corrected, and with a warning to include all violations on future applications**

_____ Committee

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

Dated _____ 20____, _____, City Clerk
Approved _____ 20____, _____, Mayor

VI

R. C. No. _____ - 15 - 16. By FINANCE. February 1, 2016.

Your Committee to whom was referred R. O. No. 193-15-16 by the City Clerk submitting a Notice of Claim and Claim - Itemized Statement of Belief in the matter of Ricky J. Van Der Vaart against the City of Sheboygan and to request that the City Attorney send a Notice of Disallowance.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.1

R. O. No. 193- 15 - 16. By CITY CLERK. November 2, 2015.

Submitting a Notice of Claim and Claim - Itemized Statement of Belief in the matter of Ricky J. Van Der Vaart against the City of Sheboygan.

Finance
deny & send
notice of Disallowance

City Clerk

III

1992

1.8 1.4

007 22 15 - 1051

NOTICE OF CLAIM AND CLAIM – ITEMIZED STATEMENT OF RELIEF

To: Susan Richards
City of Sheboygan Clerk
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081

Pursuant to Wis. Stat. §893.80, Ricky J. Van Der Vaart (Van Der Vaart), residing at 6666 South 12th Street, Sheboygan, Wisconsin 53081, by his attorneys, Rohde Dales LLP, hereby provides this Itemized Statement of Relief sought against the City of Sheboygan (the City) as follows:

Liability

See the Notice of Claim attached hereto as Exhibit A, which was personally served upon the City on March 30, 2015, for a written notice of circumstances giving rise to the claim. See also the Discrimination Complaint attached hereto as Exhibit B.

Damages

Van Der Vaart has suffered damages as a result of the actions described in Exhibit A and Exhibit B. The following are Van Der Vaart's itemized damages:

1. Unpaid health/dental benefits in the amount of \$1911.12 (see attached May 26, 2015 letter)
2. After being terminated, the City refused to pay Mr. Van Der Vaart his holiday pay for Christmas Eve 2014, Christmas Day 2014, and 2014 New Year's Eve Day. The total amount owed is 24 hours x \$23.36 per hour which totals \$560.64.
3. Attorneys fees and costs from December 31, 2014 forward.

Dated this 21st day of October, 2015.

ROHDE DALES, LLP

By Anthony J. Resimius
Anthony J. Resimius
A Member of the Firm
State Bar No. 1037195

P.O. Address:
607 North 8th Street, Suite 700
Sheboygan, WI 53081
Telephone (920) 458-5501
Facsimile (920) 458-5874

RAM

Process Server
 Date 10/22/15 Time 11:45 A.M. P.M.
 Served Upon Susan Richards
828 Center Avenue Sheboygan
 Personal Substitute
 Posted Corporate

() Personal
() Posted
() Substitute
() Corporate

Served Upon _____
Date _____ Time _____ A.M. - P.M.
Process Server _____

NOTICE OF CLAIM

Process Server RMJL
Date 3/30/15 Time 9:15 A.M. - P.M.
Served Upon Susan Richards
828 Center Avenue Sheboygan
 Personal Substitute
 Posted Corporate

To: Susan Richards
City of Sheboygan Clerk
828 Center Ave., Suite 100
Sheboygan, Wisconsin 53081

Pursuant to Wis. Stat. §893.80, Ricky Van Der Vaart, residing at 6666 South 12th Street, Sheboygan, Wisconsin 53081, by his attorneys, Rohde Dales LLP, hereby provides this Notice of Claim against the City of Sheboygan as follows:

Liability

On or about December 30, 2014, the City of Sheboygan (the City) informed Ricky Van Der Vaart that he would not be allowed to return to work and terminated his employment. The City confirmed its decision to terminate Mr. Van Der Vaart on or about January 2, 2015. The termination of Mr. Van Der Vaart and the failure to accommodate Mr. Van Der Vaart is in violation of both the Americans with Disabilities Act and the Wisconsin Fair Employment Act.

Damages

Mr. Van Der Vaart intends to seek damages including, but not limited to, reinstatement, back pay, back benefits, costs, and attorney's fees.

Dated this 27th day of March, 2015.

ROHDE DALES, LLP

By Anthony J. Resimius
Anthony J. Resimius
A Member of the Firm
State Bar No. 1037195
Jacob R. Sundelius
An Associate of the Firm
State Bar No. 1096476

P.O. Address:
607 North 8th Street, Suite 700
Sheboygan, WI 53081
Telephone (920) 458-5501
Facsimile (920) 458-5874



Discrimination Complaint Wisconsin Fair Employment Law

ERD Case #
 CR

For office use only

Authorization for this form is provided under Section 111.39(1), Wisconsin Statutes.
 Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m),
 Wisconsin Statutes].

READ instructions on page two FIRST then type or print in black ink.

1. Complainant Information

First Name RICKY		
Middle Initial J		
Last Name VAN DER VAART		
Street Address/PO Box 6666 S. 12th Street		
City Sheboygan	State WI	Zip Code 53081
Telephone Number ()		
E-Mail Address n/a		
May we call the Complainant at work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Work Telephone Number () Ext. n/a		

2. Respondent Information

The company , agency, or union you believe discriminated against you. Name only ONE Respondent per form. Do not name an individual person as Respondent.		
Name CITY OF SHEBOYGAN		
Street Address/PO Box 828 Center Avenue, Suite 204		
City Sheboygan	State WI	Zip Code 53081
Telephone Number (920) 459-4076 Ext.		
In what Wisconsin county did the violation take place? Sheboygan		

3. CHECK ONLY THE BOXES THAT WERE THE REASON FOR DISCRIMINATION

If you checked a box with an *, the statement in that box **must** be completed.

I believe the Respondent(s) discriminated or took action against me **because**

<input type="checkbox"/> of my race * which is	<input type="checkbox"/> of my conviction record	<input type="checkbox"/> of polygraph testing
<input type="checkbox"/> of my creed (religion) * which is	<input type="checkbox"/> of my age (40 or older) * my date of birth is	<input type="checkbox"/> of my military service
<input type="checkbox"/> of my sex * which is	<input type="checkbox"/> of my marital status * which is	<input type="checkbox"/> of my use or nonuse of lawful products
<input type="checkbox"/> of my pregnancy or maternity	<input type="checkbox"/> of my sexual orientation * which is	<input type="checkbox"/> of genetic testing
<input type="checkbox"/> of my national origin/ancestry * which is	<input type="checkbox"/> of my color * which is	<input type="checkbox"/> of my arrest record
<input checked="" type="checkbox"/> of my disability * which is Back Condition (See Below)	<input type="checkbox"/> I filed a previous discrimination complaint with Equal Rights Enter Case Number: CR	<input type="checkbox"/> I opposed discrimination in the workplace (refer to directions (c))
<input type="checkbox"/> I declined to attend a meeting or to participate in a Communication about Religious matters or political matters		
<input type="checkbox"/> I previously filed a family/medical leave complaint with the Equal Rights Division Enter Case Number: CR	<input type="checkbox"/> I testified or assisted with a discrimination complaint filed with the Equal Rights Division Enter Case Number: CR	
<input type="checkbox"/> I previously filed a wage and hour complaint with the Equal Rights Division Enter Case Number: LS	<input type="checkbox"/> The employer believed that I was going to file a wage and hour complaint with the Equal Rights Division	

4. Dates of discrimination (Required; estimate if unsure)

Date the discrimination began? Mm/dd/yyyy December 31, 2014	Date of the most recent discrimination? Mm/dd/yyyy continuing
---	---



EQUAL RIGHTS COMPLAINT PROCESS INFORMATION SHEET

Please complete and return this sheet with your completed complaint. This information is necessary to process your complaint effectively.

Complainant First Name RICKY	Complainant Middle Initial J	Complainant Last Name VAN DER VAART
Current Date 10/22/2015	Complainant Date of Birth (requested for identification purposes) mm/dd/yyyy 3/27/1961	

Contact Information (Important! The Complainant must notify the Equal Rights Division, if there is a change of address or telephone number. If we are unable to locate the Complainant, the complaint may be dismissed.)

Is there a telephone number where the Complainant can be reached between 7:45 a.m. & 4:30 p.m.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, provide the area code and telephone number
--	--

Please provide the name, address, and telephone number of someone who does not reside with the Complainant but who will know where to reach the Complainant.

Contact Person Name Attorney Anthony Resimius	Relationship to the Complainant Attorney			
Street Address 607 N. 8th St., 700	City Sheboygan	State WI	Zip Code 53081	Telephone Number 920-458-5501

Employer Information

Approximate number of employees at all of the employer's work locations <input type="checkbox"/> Less than 15 <input type="checkbox"/> 15-100 <input type="checkbox"/> 101-200 <input checked="" type="checkbox"/> 201-500 <input type="checkbox"/> More	Type of Business City
Does another company own the employer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure	If yes, please provide the name of that company n/a

Filing with other Agencies

Have you filed a complaint in this matter with any other agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, name of agency n/a	Date filed with the other agency
---	--------------------------------------	----------------------------------

Settlement Information

Complete this section if the Complainant was or still is employed by the employer.			
When was the Complainant hired? 7/1/1993	What was/is the job title? Laborer I	Is the Complainant still employed by the Respondent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Complete this section if the Complainant is no longer employed by the employer.			
How did the Complainant's employment end? <input type="checkbox"/> Discharged <input type="checkbox"/> Quit <input type="checkbox"/> Laid off <input type="checkbox"/> Retired <input type="checkbox"/> Other	Date Employment Ended	Pay Rate at End	Hours per Week
If the Complainant was not promoted, what was the title of the position applied for?	Rate of Pay	Hours per Week	
At this time, what is the Complainant seeking to settle the complaint? See statement of discrimination above			

Statistical Information

Complainant Sex: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female		
Complainant Race (check appropriate box or boxes):		
<input type="checkbox"/> American Indian or Alaska Native	<input type="checkbox"/> Native Hawaiian or Pacific Islander	<input type="checkbox"/> Black or African American
<input type="checkbox"/> Asian	<input type="checkbox"/> White	<input checked="" type="checkbox"/> Unknown
National Origin		

5. Statement of discrimination:

Write a brief, concise statement explaining how you were discriminated against. Give the date each action occurred and the name of the person who took the action. Explain how each action(s) was related to the box (es) you checked in section #3 on page one.

Ricky Van Der Vaart has permanent work restrictions related to his back. These permanent work restrictions are as follows: "Pt should limit lifting to a maximum of occasional 35 lbs and frequent lifting of no more than 20 lbs....Based on patients report he feels he would be able to tolerate any jobs at work except for garbage pickup." (hereinafter the "Permanent Restrictions"). The City of Sheboygan claimed that it was unable to accommodate Mr. Van Der Vaart's Permanent Restrictions and terminated his employment effective December 31, 2014. This termination was discrimination based on Mr. Van Der Vaart's disability and discrimination based on the City of Sheboygan's failure and refusal to accommodate Mr. Van Der Vaart's disability.

Following Mr. Van Der Vaart's termination, a hearing was held before the City of Sheboygan Salaries and Grievances Committee before an Independent Hearing Officer. The Recommendation of the Independent Hearing Officer is attached hereto and incorporated herein by this reference. The Salaries and Grievances Committee adopted the Recommendation of the Independent Hearing Officer and reinstated Mr. Van Der Vaart to work.

Mr. Van Der Vaart seeks the following damages:

1. Unpaid health/dental benefits in the amount of \$1911.12 (see attached May 26, 2015 letter)
2. After being terminated, the City refused to pay Mr. Van Der Vaart his holiday pay for Christmas Eve 2014, Christmas Day 2014, and 2014 New Year's Eve Day. The total amount owed is 24 hours x \$23.36 per hour which totals \$560.64.
3. Attorneys fees and costs from December 31, 2014 forward.

6. Certification and Signature

By my signature below, I certify that I have read the above complaint, and, under penalties of law, I declare that this complaint is true and correct to the best of my knowledge and belief.

Signature of Complainant or authorized representative <i>Anthony J. Williams - Attorney for the Complainant</i>	Date signed <i>10/22/15</i>
--	--------------------------------

**IN THE CITY OF SHEBOYGAN,
SHEBOYGAN COUNTY, STATE OF WISCONSIN,
BEFORE THE SALARIES AND GRIEVANCES COMMITTEE
AND THE INDEPENDENT HEARING OFFICER APPOINTED PURSUANT TO
SHEBOYGAN EMPLOYEE HANDBOOK GRIEVANCE PROCEDURE**

In the matter of the Grievance Filed
Challenging the Termination of:

RICKY VAN DER VAART,
Grievant

**RECOMMENDATION OF
IMPARTIAL HEARING OFFICER**

TO: Ald. Mary Lynne Donohue
Chair, Salaries & Grievances Committee
City of Sheboygan
418 St. Claire Avenue
Sheboygan, WI 53081

Attorney Nancy Pirkey
Buelow, Vetter, Buikema, Olson & Vliet
20855 Watertown Road, Suite 200
Waukesha, WI 53186
Attorney for the City of Sheboygan

Attorney Anthony Resimius
Rohde/Dales, LLP
607 North 8th Street, 7th Floor
Sheboygan, WI 53081
Attorney for Ricky Van Der Vaart

Introduction and Jurisdiction

This matter came before the Salaries and Grievances Committee of the Sheboygan Common Council (the "Committee") through which James G. Godlewski was appointed Impartial Hearing Officer ("IHO"), in hearing on March 12, 2015 under the City of Sheboygan's Grievances Procedure (Jt. Exh. 1) (the "Procedure"). Employees grieving a termination from City employment proceed under step three of the Procedure which involves a hearing before the Committee. The Committee may enlist the assistance of an IHO "for the sole purpose of serving as a member of an official hearing set forth under" the Procedure. *Id.* The Procedure does not limit the Committee's jurisdiction and permits the Committee broad discretion in how to conduct the hearing. In this case, the Committee requested that the IHO conduct the hearing on behalf of the Committee. Both the City and grievant were permitted by the Procedure to call witnesses,

produce documents and cross examine the other party's witnesses. Likewise, the Procedure authorizes the Committee to question witnesses and compel attendance by city "officers and other persons in city service." *Id.* The subject of this grievance is the termination of Ricky Van der Vaart, effective December 31, 2014. (Ex. C-3)

Under the terms of the Procedure as well as the Committee's direction, the IHO's role is to recommend to the Committee how it should respond to the City's decision to terminate the Grievant's employment. The Procedure is silent on which party bears the burden of proof and what standard should be applied.

Facts

Based on the hearing and exhibits, the following facts were established.

1. The Grievant was hired by the City in July, 1993 as a Laborer I. (Ex. 3). During the course of his City employment, he was promoted three times, with the last promotion to Drop Off / Recycling Center Operator in August, 2010. (Exs. 4-6).

2. After the most recent promotion, the Grievant alleges¹ that he sustained a back injury while working alone at the Drop Off Center on a Saturday. (Tr. p. 166) Grievant filed a Notice of Injury in November, 2010 stating he injured his back lifting a television out of the dumpster. (Ex. C-7) During the period between the report of injury and February 2011, the Grievant underwent physical therapy for his back. He did not miss a full day of work, but did take approximately 15 hours off during that period to attend physical therapy. (*Id.*) The injury ultimately culminated in back surgery to correct a bulging disk on August 31, 2011. (Exs. 7 & 8).

3. As a result of the surgery the Grievant was off work for approximately three months. When he returned to work, in late fall, 2011, his doctor conditioned the return on

¹ For purposes of this recommendation, it is noted that the Grievant alleges his back injury is work-related solely for providing a chronology of events. The record shows that the parties are in dispute over this issue under Worker's Compensation. Nothing in this recommendation should be construed as a finding in either party's favor regarding the nature of the back injury and whether it is or is not work-related.

restrictions that, among other items, limited regular lifting to 20 pounds and occasional lifting to 40 pounds (later reduced to 35 pounds and then 30 pounds). (Exs. 9-12; *see also*, Ex. C-6) Nonetheless, when he returned to work, the City assigned Grievant the same duties as he had before the back surgery. (Tr. p. 171) The Grievant worked under these restrictions for approximately two years until he injured his ankle in a non-work-related incident in December 2013. (Tr. pp. 173-175, Ex. C-6)

4. Shortly before the Grievant's back surgery, public employers throughout Wisconsin, including the City, began dealing with the impact of Act 10. Of the 120 employees in the City's Department of Public Works ("DPW") at the time Act 10 became effective in the summer of 2011, 57 retired by the end of 2011. (Ex. C-6) Ultimately, the DPW experienced a one-third reduction in force leaving only 80 employees to do the job previously accomplished by 120. (Tr. p. 21)

5. The union representing DPW workers decertified on December 31, 2011 (Ex. C-6), leaving the employees in DPW previously represented by the decertified union no longer employed by union contract.

6. Under the City's employee handbook, City employees not covered by a collective bargaining agreement are at-will employees. (Ex. C-1, p. 5) The employee handbook was revised as of May 1, 2012 clearly identifying nonunion City employees as "at-will" employees.² (*Id.*) The Grievant is subject to, and acknowledged receipt of the handbook on April 27, 2012. (Ex. C-2)

7. As a result of the reduction in force experienced in DPW, and the decertification of the union representing DPW employees, during 2012 the City created position descriptions for the department's former union employees. This effort resulted in the creation of 4 new positions that allows the City to move employees to different jobs within

² Specifically, the Handbook provides that "[e]mployment with the City of Sheboygan is "at-will" which means The City of Sheboygan retains the right to terminate an employee at any time with or without cause, except as prohibited by law."

the department as the need arises. The four positions are named Maintenance Worker I through IV. (Ex. C-5).

8. The Grievant was assigned to the Maintenance Worker II classification. These revised position descriptions were dated January 25, 2013 and approved by the City's Common Council on March 4, 2013. (Ex. C-5)

9. All four Maintenance Worker position descriptions indicated, under physical demands, that among other items, the positions would require regular lifting of 50 to 75 pounds. Additionally, the position summary for all four descriptions state that the "position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions...." *Id.*

10. After Grievant returned to work following his back surgery, he was able to work in the DPW under weight restrictions significantly below the restriction outlined in the 2013 position descriptions, apparently without incident. This included at least 10 months under the new position descriptions which required that employees assigned to one of the Maintenance Worker positions be able to lift 50 to 75 pounds regularly. (Tr. p. 22-24, 171; Ex. C-5)

11. When Grievant returned to work, he was primarily assigned to the recycling center along with another worker. Grievant also operated the street sweeper and snowplow, as needed. (Ex. C-6) The recycling center was staffed by two DPW employees at this time. (*Id.*)

12. After grievant injured his ankle in December 2013, he was off work for all of 2014 transitioning to inactive employment status and long term disability. (Ex. C-6) Sometime during the summer of 2014, Grievant was preparing to work under light duty, subject to restrictions related to his foot and back injuries. Although he was initially told by the Streets Superintendent that he could come back to work on light duty, Grievant was later told by the City's human resources staff that he could not return until the restrictions were lifted and he was at 100 percent. (Tr. pp. 175-76., Ex. C-6)

13. In November 2014, Grievant provided a doctor's note that he will be able to return to work with no limitations by mid-December. (Ex. C-6) Shortly thereafter, due to a dispute over whether the Grievant's back injury was work-related, the City's worker's compensation insurer arranged for an independent medical examination by a physician ("IME") which determined that Grievant's back injury would result in permanent lifting restrictions of no more than 20 pounds. The IME also determined that the Grievant is subject to a 35 percent permanent partial disability as a result of the back injury. (Ex. C-4)

14. Based on the permanent restrictions, the City's Human Resources Director undertook an evaluation of Grievant's abilities in light of the permanent restrictions and whether the Grievant could qualify for a position in DPW. The Human Resources Director along with the Public Works Director met with the Grievant on December 15, 2014 to discuss work opportunities at DPW in light of the Grievant's permanent restrictions. Grievant expressed a strong desire to return to work, even if that meant violating the lifting restrictions. (Tr. p. 18)

15. Subsequent to the December 15 meeting, the Human Resources Director, Public Works Director and street superintendent evaluated work available at DPW to determine if a suitable position was available that could accommodate the Grievant's work restrictions under all four maintenance worker positions. (Tr. pp. 19-23) In addition, the Human Resources Director reviewed City personnel files and determined that the City had never allowed an employee to return to work with permanent work restrictions. (Tr. p. 38) The Human Resources Director also expressed concern that the Grievant's willingness to violate the lifting limitations could expose him to injury and place other employees at risk. (Tr. pp. 18-19)

16. Based on the review of Grievant's restrictions and evaluation of available positions, City staff determined that reasonable accommodations could not be made for Grievant. The City's Human Resources Director met with Grievant and Attorney Resimius to inform them that Grievant's employment with the City would be terminated effective December 31, 2014. (Tr. p. 33, Exs. C-3 and C-7)

17. On December 31, 2014, the Grievant met with his personal doctor who reiterated lifting restrictions of 20 pounds regularly and occasionally up to 35 pounds. The City felt that the information confirmed their termination decision (tr. p. 34-35) while the Grievant contends the restrictions should allow him to return to work with reasonable accommodations. (Tr. p. 55-58 & Ex. 18)

18. Grievant did submit significant anecdotal evidence that many coworkers in DPW were informally accommodated as they aged and experienced various ailments. Likewise, the testimony also indicated that none of the coworkers had permanent work restrictions. (Tr. pp. 117, 124, 131, 137, 138, 140, 147, 154-155.) The City also never permitted an employee to return to work with permanent work restrictions. (Tr. p. 38.)

19. In addition to the direct evaluation of the Grievant's restrictions on his ability to qualify for the job, the significant reduction in workforce at the DPW due to Act 10 meant that Grievant's limitations could potentially have a negative impact on other employees at DPW. (Tr. pp. 19, 29, 107-108)

20. Grievant timely filed an appeal of this determination, based on the apparent stipulation of the parties.³

³ The parties spent considerable time presenting evidence regarding an appeal Grievant filed with the City's Civil Service Commission on December 12, 2014. (Ex. C-9) Ultimately, the IHO ruled that this proceeding does not have jurisdiction over whether this matter should have been heard by the Civil Service Commission. (Tr. pp. 5-6) Also, neither party provided a copy of a written grievance from his termination, but neither contested the timeliness or sufficiency of the Grievant's appeal. As a result, there is no issue regarding whether the Grievant timely filed an appeal of his termination.

City's Position

The City argues that due to Grievant's permanent restrictions, the Grievant no longer qualifies for his position with the City. As an at-will employee, the City has the inherent authority to dismiss an employee that can no longer meet the requirements of the position. In addition, there is no reasonable accommodation the City could make to allow the Grievant to return to his position. Any accommodation would either require creating a position for Grievant by eliminating duties from the established position descriptions, impose an unnecessary hardship on other public works employees by requiring them to cover for the Grievant when he is unable to perform, or impose significant costs on the City. This is especially true in light of the tight municipal budget and significant decrease in DPW staffing that resulted after Act 10. Furthermore, Grievant has not sustained his burden to show that a requested accommodation is reasonable under *Crystal Lake Cheese Factory v. LIRC*, 2003 WI 106, 264 Wis. 2d 200 and its progeny.

Grievant's Position

The Grievant showed that he was able to do the job assigned for almost two years after he returned to work following his back surgery, even with the lifting restrictions. The City's contention that the Grievant cannot be reasonably accommodated should be rejected given his actual work history. In addition, while no employee has had permanent restrictions while employed by the DPW, several employees testified that the City informally accommodated their reduced abilities. The City should recognize the policy adopted by the Civil Service Commission and accommodate employees as they grow older. Furthermore, under *Crystal Lake*, the Grievant demonstrated that reasonable accommodations were possible because he returned to work after his back surgery and worked full time under those restrictions for two years. Unlike *Crystal Lake*, where the employer had to make wholesale changes to the employee's position, accommodating Grievant would only require returning him to the status quo that existed prior to Grievant's ankle injury in December 2013.

Recommendation to the Salaries and Grievances Committee

This case presents the real employment dilemma for municipalities in the post Act 10,

levy limited budgets era. While the times demand city management make tough decisions, those decisions are always made in a context of rules that sometimes limit available choices. In this case, the City established that the Grievant was an at-will employee, subject to termination without cause. However, even the City's policy recognizes limits to exercise of that authority, "except as prohibited by law." (Ex. C-1, p. 5). One of those limitations is found in the Wisconsin Fair Employment Act, Wis. Stat. §111.31⁴ and following (the "WFEA"). Specifically, employers in Wisconsin are prohibited from discriminating in employment on the basis of, among other things, disability. Wis. Stat. §111.321.

While the Salaries and Grievances Committee is not charged with enforcing the WFEA, one of its responsibilities is to insure, as much as possible, that the City honors its obligations as an employer to comply with that Act. In this case, the City terminated Grievant's employment after determining that his lifting restrictions, which only an independent medical examiner found to be permanent, could not be reasonably accommodated without creating an unnecessary hardship. The evidence provided by the parties demonstrates, however, that the City did not reasonably accommodate Grievant's back condition, failed to show that such accommodation would impose a hardship, and therefore improperly terminated him on December 31, 2014.

Grievant's Showing Under the WFEA

In order to sustain a case of disability discrimination, the Grievant must first show that he has a physical impairment which, among other things, "limits the capacity to work." Wis. Stat. §111.32(8)(a). Based on the evidence presented in this matter, there seems to be little dispute that Grievant's back condition constitutes a disability as defined by the WFEA. In fact, the IME opined that the Grievant suffers a "permanent partial disability" of "35 percent body as a whole." Next, the Grievant must show that his back impairment impacts his ability to work. While the restrictions vary, all doctors that have submitted reports agree that lifting weight restrictions are needed for Grievant's condition. See, Exs. 9 through 12, C-4 and C-8. Back conditions, such as experienced by Grievant, have long been recognized by the courts as constituting a disability

⁴ All statutory references are to the 2013-14 Wisconsin Statutes.

under the WFEA. *See, Hutchinson Technology Inc. v. LIRC and Roytek*, 2004 WI 90, 273 Wis.2d 394, 682 N.W.2d 343 at ¶16.

As part of his request for accommodation, Grievant must show that a reasonable accommodation exists that could allow him to work within his restrictions. *Id.* At ¶35. In this case, he suggested that he could continue to work within his restrictions at the recycling center, street sweeping, street maintenance, fall leaf pick up, snow plowing and driving heavy equipment. The only job he claimed he couldn't do was garbage pick-up. (Tr. p. 178, Ex. C-7) In effect, Grievant's requested accommodation was to return him to the position and duties he did for two years after his back surgery under essentially identical lifting restrictions. The evidence provides that the Grievant did present a prima facie case that he has a disability under the WFEA and that the City failed to accommodate his disability as required by the WFEA. *See, Crystal Lake, supra*, ¶67.

City's Hardship Defense

While the City has an obligation to accommodate Grievant's disability, it may "proffer a defense that the accommodations named by the [Grievant] would impose an unnecessary hardship." *Id.* The City attempts to show that the requested accommodation creates an unnecessary hardship by first claiming that it would impose additional burdens on other employees, especially on garbage pickup. The City identified garbage collection as one of the general job duties of a Maintenance Worker II. (Tr. p. 29) However, this is a straw man argument in that the City's practice has been to avoid assigning older workers to that task, ostensibly as employees' physical abilities wear down. Other employees called by Grievant and Grievant himself all testified that they had done garbage collection early in their career with the City. (Tr. pp. 117, 131, 137) In fact, the City's DPW director testified that "garbage collectors can be on the job 10 to 15 years before they voluntarily transfer off to a different job within the department." (Tr. p. 91) Furthermore, when asked to identify who currently does garbage collection for the City, the DPW director stated that they are "typically Maintenance Worker III's" and identified employees classified as Maintenance Worker III, backed up by several Maintenance Worker I employees. *No current garbage collector identified by the DPW director*

is classified as a Maintenance Worker II. (Tr. pp. 99-100) It would appear, then, that garbage collection is not an essential duty of employees classified as a Maintenance Worker II.

Next, the City claims the Grievant's accommodation would impose a hardship on other DPW employees by potentially requiring them to cover for Grievant's lifting restrictions or to be reassigned to other duties to allow Grievant to avoid jobs requiring heavy lifting. (Tr. p. 93) Particularly, the City claims it is not required to reassign existing staff to allow Grievant to resume staffing the recycling center. (City Brief, p. 4, Tr. p. 93) And yet, the City created the Maintenance Worker position descriptions to give City management the flexibility to reassign employees as the department's needs dictated. (Tr. pp 20-23) Last, it claims that accommodating Grievant's condition on street repairs would require the purchase of additional equipment costing \$50,000 to \$100,000 to accomplish road repairs and tarring. However, there is no explanation of what that machine would do and why it's needed. The perceived need to purchase this equipment is speculative at best and is insufficient to support a finding of unnecessary hardship.

Most telling of all is the fact that Grievant returned to work after his back surgery, resumed his duties and continued working for two years, the last 10 months under the revised position descriptions that include the lifting requirement that Grievant is unable to meet because of his medical restrictions. The record is devoid of any evidence showing that Grievant's presence created any disruption or hardship on the City's operation in DPW. In fact, the DPW director admitted that the City had enough work in DPW to provide 40 hours of work on a weekly basis for Grievant even subject to his work restrictions. (Tr. pp. 111-112) Based on the evidence gathered in this matter, the City did not show that Grievant's requested accommodations would impose a hardship on the City.

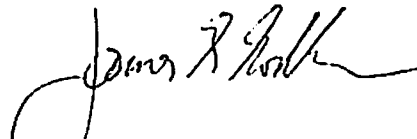
Conclusion

This case presents a difficult conundrum for a municipal employer in the employment atmosphere that exists today. Nonetheless, given the Grievant's limitations due to his back condition, his work history following his back surgery and the evidence that the City has historically provided for informal reassignments in light of employees' physical limitations, the

CITY OF Sheboygan
Impartial Hearing Officer
Van Der Vaart Grievance Decision
City of Sheboygan IHO Hearing
April 27, 2015 – Page 11

IHO finds that the Grievant has met his burden of demonstrating that he is a person with a disability, as defined in Wis. Stat. §111.32(8), has demonstrated that a reasonable accommodation exists through the long work history that Grievant had after his back surgery until his ankle injury and that the City failed to show that such an accommodation would create an unnecessary hardship. As a result, the IHO recommends that the Salaries and Grievances Committee restore the Grievant to his position as a Maintenance Worker II in the Streets Division of the Department of Public Works, or equivalent position within the department, subject to the lifting restrictions provided by his doctor.

Very truly yours,



James G. Godlewski
Impartial Hearing Officer



May 26, 2015

Ricky Van Der Vaart
6666 S. 12th Street
Sheboygan, WI 53081

Dear Ricky:

In accordance with the recommendation from the Salaries & Grievance committee, you returned to work in a full-time capacity as a Maintenance Worker II on Tuesday, May 26, 2015.

Back Wages: The City will pay you back wages as follows: \$17,192.96.

These wages will be applied through the applicable payroll date January 1, 2015 – May 09, 2015, including 2 paid holidays. The normal pay for May 10, 2015 – May 23, 2015 will be issued on the June 5, 2015 payroll. Your back wages will be subject to all applicable tax withholdings and WRS contributions. Should you wish to contribute funds into a previously established savings account through payroll deduction, please contact Sandy Halvorsen directly. Sandy Halvorsen's direct phone number is (920) 459-4076.

In 2014, you were issued 40 hours vacation pay. This amount was a designated payout and, based on the decision, should be given credit for WRS contributions of 6.8%. This amount will also be applied to your payout.

Health & Dental Insurance: You have the option of returning to the City plan effective June 1, 2015. The family contribution is \$128.74 per month. However, it is my understanding that you would like to remain on your current plan for the remainder of the calendar year if the City would reimburse you the difference in what you would have paid for premiums from January vs. what you are actually paying with your wife's plan. The City is willing to reimburse you the difference in premium contribution. This reimbursement disqualifies you from the "opt-out" provision of \$1,200 per year, as you would need to choose either the opt out OR the reimbursement.

Please review the following calculations:

Your yearly family costs for medical insurance would have been 12 months x \$128.74 = \$1,544.88

Your costs through your wife's employer: \$144 x 24 payments or \$3,456 for the year. The difference is: \$1,911.12 The City needs supporting documents regarding your payment experience and future responsibility. Once received, we will issue you \$159.26 per month for medical insurance. For January – May, you would be issued \$796.30. Each month thereafter that you continue on that insurance, you would be issued \$159.26 with supporting documents.

The City will also follow the same reimbursement arrangement with dental insurance. Please provide the supporting documents and costs and the City will put together a payment schedule.

Open enrollment for City insurance occurs in November. If you wish to return to the City insurance programs with a January 1, 2016 date, you may enroll in November 2015.

Paid Time Off (PTO): You will be credited with the same amount of PTO you would have otherwise qualified for in January 2015.

Discretionary PTO: You will be credited with 80 hours of Discretionary PTO. This benefit is credited into an employee's accrual (PTO bank) in January but it is actually earned by working during the current year. As of this writing, you will be considered to have earned 4 full days or 32 hours for January – April, 2015. At the end of May, you will have earned 40 hours.

Vacation PTO: Vacation is an earned benefit, earned by working the previous year. Partial year worked results in partial vacation. You are not eligible for 2015 vacation. However, in accordance with the decision for the Salaries & Grievance committee, the timeframe of January – May, 2015 will be counted as earned hours towards 2016 vacation. In addition, you have no loss in seniority and the vacation will be issued vacation in 2016 according to the schedule of benefits and your seniority date.

Holiday PTO: As listed above, you will be issued 8 hours of holiday pay for New Year's Day 2015 and Good Friday 2015. Memorial Day will also be a paid holiday and should be included in your time card entry starting the week of Sunday, May 24, 2015. This will be included on the June 19, 2015 payroll (remember there is a two-week hold-back period for payroll).

Sincerely,

Sandy Rohrick
Human Resources Director

Cc: Employee File

VI

R. C. No. _____ - 15 - 16. By FINANCE. February 1, 2016.

Your Committee to whom was referred R. O. No. 194-15-16 by the City Clerk submitting a claim from Melissa Kaule for alleged damages to her vehicle when a City tree split in half and fell on her parked car; recommends that the claim be denied and to request that the City Attorney send a Notice of Disallowance.

Consent

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

4.2

R. O. No. 194 - 15 - 16. By CITY CLERK. November 2, 2015.

Submitting a claim from Melissa Kaule for alleged damages to her vehicle when a City tree split in half and fell on her parked car.

*Finance
denys send
Notice of Disallowance*

City Clerk

10. 10. 10.

III

10.

DATE RECEIVED 10-19-15

RECEIVED BY MD

CLAIM NO. 11-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: MELISSA R. KAULK
- 2. Home address of Claimant: 399 LAKEWOOD CT., KOHLER, WI 53044
- 3. Home phone number: 315-657-6883 (MOBILE)
- 4. Business address and phone number of Claimant: WORK FROM HOME. (MOBILE PHONE)
- 5. When did damage or injury occur? (date, time of day) SEPTEMBER 12 2015 / AFTERNOON
- 6. Where did damage or injury occur? (give full description) OUR CAR WAS PARKED ON LINCOLN AVENUE IN SHEBOYGAN DURING THE AFTERNOON OF SEPT 12 2015. THE ROOF WAS CRUSHED BY A CITY ^{PARKWAY} TREE AND A HOLE WAS CREATED MAKING THE CAR UNDRIVABLE.
- 7. How did damage or injury occur? (give full description) THE DAMAGE TO OUR CAR WAS CAUSED BY A CITY ^{PARKWAY} TREE SPLITTING IN HALF AND FALLING ONTO OUR CAR PARKED ON THE ROAD. POLICE ARRIVED ON SCENE, CALLED SHEBOYGAN DPW. DPW LIFTED BRANCH OFF CAR AND REMOVED DEBRIS W/ CHAINSAW TO ALLOW FOR CAR TO BE TOWED.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: N/A
 - (b) Claimant's statement of the basis of such liability: N/A

- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: CITY PARKWAY TREE THAT WAS ROTTED @ THE JUNCTION OF TWO MAIN ARTERY BRANCHES
 - (b) Claimant's statement of basis for such liability: CITY PARKWAY TREE THAT WASN'T WINDY OR STORMING, IT WAS A PERFECTLY CALM SATURDAY AFTERNOON. TREE SPLIT IN HALF ON A DAY

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

IF THERE WAS NOT ANY PHYSICAL INJURY TO A PERSON.

IF THE CAR/MINIVAN WAS ROOF WAS CRIBBED, A HOLE WAS CREATED, AND THE INTERIOR OF THE CAR WAS DAMAGED.

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

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

Auto:	\$ <u>4977.47</u>
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
TOTAL	\$ <u>4977.47</u>

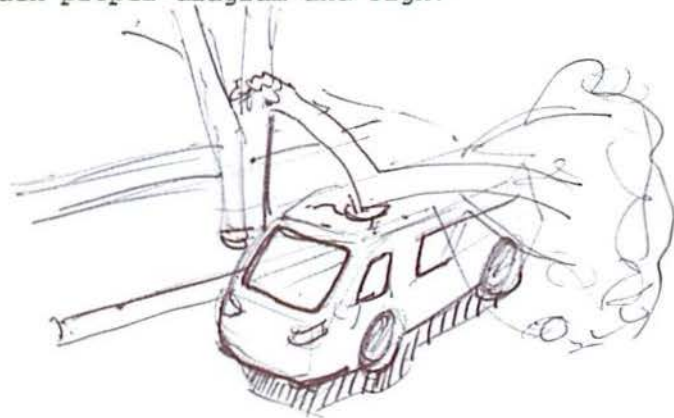
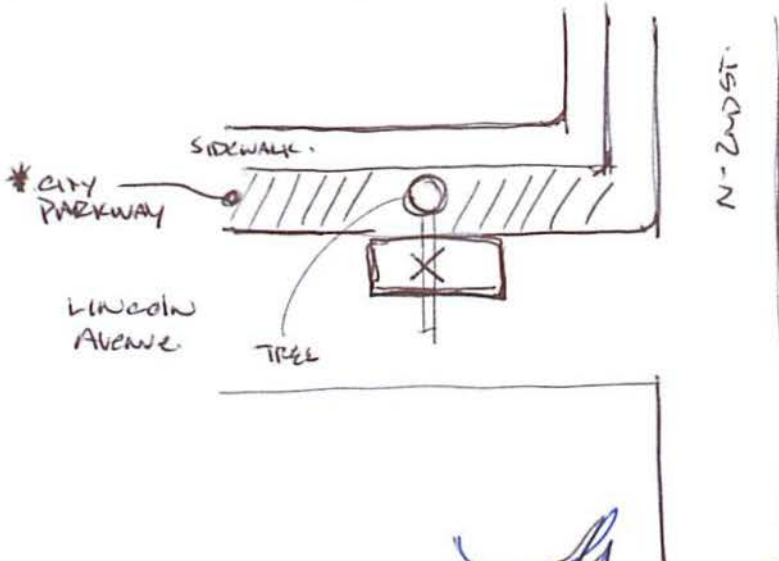
Damaged vehicle (if applicable)

Make: HONDA Model: ODYSSEY Year: 2012 Mileage: 63,090

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

[Handwritten signature]

DATE

10/19/2015

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 10-19-15

RECEIVED BY MD

CLAIM NO. 11-15

CLAIM

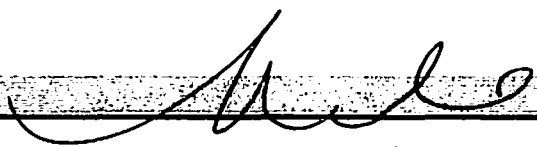
Claimant's Name: MELISSA R KAUF
Claimant's Address: 399 LAKEWOOD CT
KOHLER, WI 53044
Claimant's Phone No. 315-657-6883

Auto \$ 4977.47
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 4977.47

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 4977.47.

SIGNED  DATE: 10/19/2015

ADDRESS: 399 Lakewood Ct.
Kohler, WI 53044

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

GEICO

METRO MILWAUKEE

partners.geico.com/gvbps/Logon.aspx

VISIT US ONLINE AT GEICO.COM

MDELAPASQUA@GEICO.COM

ESTIMATE #1

Phone: (262) 416-8932

Fax: (844) 276-4213

Claim #: 0348960470101045-01
Workfile ID: 91eb3dac

Estimate of Record

Written By: MATTHEW DE LA PASQUA, 9/18/2015 4:39:04 PM

Adjuster: DE LA PASQUA, MATTHEW

Insured:	Melissa Kaule	Owner Policy #:	4132198377	Claim #:	0348960470101045-01
Type of Loss:	Comprehensive	Date of Loss:	09/12/2015 07:00 PM	Days to Repair:	7
Point of Impact:	13 Rollover	Deductible:	500.00		

Owner (Insured):	Inspection Location:	Appraiser Information:	Repair Facility:
Melissa Kaule 399 Lakewood Ct Kohler, WI 53044 (315) 657-6883 Evening	residence 399 Lakewood Ct Kohler, WI 53044 Other (315) 657-6883 Day	MDELAPASQUA@GEICO.COM	Owner's Choice

VEHICLE

Year:	2012	Color:	GRAY Int:	License:	453-XBF	Production Date:	
Make:	HOND	Body Style:	4D VAN	State:	WI	Odometer:	63009
Model:	ODYSSEY EX	Engine:	6-3.5L-FI	VIN:	5FNRL5H41CB143418	Condition:	

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

DECOR

Dual Mirrors

Privacy Glass

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Dual Power Sliding Doors

Home Link

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

3rd Row Seat

Retractable Seats

Captain Chairs (2)

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

Estimate of Record

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

Line	Oper	Description	Qty	Extended Price \$	Labor	Paint
1		ROOF				
2	Repl	Roof bow	1	56.72	1.2	
3	*	Repl LKQ roof assy; w/o sunroof +25%	1	631.25	23.0	3.6
4		Add for Clear Coat				1.4
5	*	Repl Headliner w/o sunroof, EX gray	1	973.25	<u>Inc.</u>	
6		MISCELLANEOUS OPERATIONS				
7	#	Rpr Cover Car Complete			0.2	
8	#	Repl Restore Corrosion Protection	1	10.00	0.2	
9		OTHER CHARGES				
10	#	E.P.C.	1	3.00		
SUBTOTALS				1,674.22	24.6	5.0

NOTES

Prior Damage Notes:
 Prior Unrelated Damage Notes:

Front Bumper: None
 LT Fender: DEEP SCRATCH
 Hood: None
 Lt Front Door: SCRATCH
 Lt Rear Door: SCRATCH
 Roof: None
 Lt Quarter Panel: SCRATCHES/SCRAPE
 Decklid/Tailgate: None
 Rear Bumper: SCRATCHES
 Interior: None
 . None
 Rt Fender: None
 Glass: None
 Rt Front Door: SCRATCHES
 Rt Rear Door: SCRATCHES
 Sunroof: None
 Rt Quarter Panel: SCRATCHES
 Rear Lamps: None
 Back Glass: None
 Tires: None

Estimate of Record

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,671.22
Body Labor	24.6 hrs @	\$ 56.00 /hr	1,377.60
Paint Labor	5.0 hrs @	\$ 56.00 /hr	280.00
Paint Supplies	5.0 hrs @	\$ 36.00 /hr	180.00
Other Charges			3.00
Subtotal			3,511.82
Sales Tax	\$ 3,511.82 @	5.6000 %	196.66
Total Cost of Repairs			3,708.48
Total Adjustments			500.00
Net Cost of Repairs			3,208.48

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Estimate of Record

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

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D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

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Estimate of Record

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
3	LKQ Smart Parts N4079 Highway E Hustisford WI 53034 (920) 349-3236	#~102051421 LKQ roof assy; w/o sunroof +25% Roof Assembly BLK,4DR,W/OSUN,EX EX,S#\$WZ697 Quote: 37727963 Expires: 11/01/15	\$ 505.00

GEICO

WISCONSIN

For supplement requests copy the link below

partners.geico.com/gvbps/Logon.aspx

PO BOX 1231

MANITOWOC, WI 54221

Phone: (920) 412-8102

ESTIMATE #2

Claim #: 0348960470101045-01
Workfile ID: 91eb3dac

Supplement of Record 1 with Summary

Written By: JEFFREY SCHMITZ, 9/25/2015 2:05:28 PM
Adjuster: DE LA PASQUA, MATTHEW

Insured: Melissa Kaule Owner Policy #: 4132198377 Claim #: 0348960470101045-01
Type of Loss: Comprehensive Date of Loss: 09/12/2015 07:00 PM Days to Repair: 7
Point of Impact: 13 Rollover Deductible: 500.00

Owner (Insured): Melissa Kaule
399 Lakewood Ct
Kohler, WI 53044
(315) 657-6883 Evening

Inspection Location: residence
399 Lakewood Ct
Kohler, WI 53044
Other
(315) 657-6883 Day

Appraiser Information:
(920) 412-8102

Repair Facility:
DICK BRANTMEIER FORD
3624 KOHLER MEMORIAL DR
SHEBOYGAN, WI 53081
(920) 458-6111 Evening
391332753 Federal ID

VEHICLE

Year: 2012 Color: GRAY Int: License: 453-XBF Production Date:
Make: HOND Body Style: 4D VAN State: WI Odometer: 63009
Model: ODYSSEY EX Engine: 6-3.5L-FI VIN: 5FNRL5H41CB143418 Condition:

TRANSMISSION Air Conditioning **RADIO** Head/Curtain Air Bags
Automatic Transmission Intermittent Wipers AM Radio Hands Free Device
POWER Tilt Wheel FM Radio **SEATS**
Power Steering Cruise Control Stereo Cloth Seats
Power Brakes Rear Defogger Search/Seek 3rd Row Seat
Power Windows Keyless Entry CD Player Retractable Seats
Power Locks Alarm Auxiliary Audio Connection Captain Chairs (2)
Power Mirrors Message Center **SAFETY** **WHEELS**
Heated Mirrors Steering Wheel Touch Controls Drivers Side Air Bag Aluminum/Alloy Wheels
Power Driver Seat Rear Window Wiper Passenger Air Bag **PAINT**
DECOR Telescopic Wheel Anti-Lock Brakes (4) Clear Coat Paint
Dual Mirrors Climate Control 4 Wheel Disc Brakes **OTHER**
Privacy Glass Dual Air Condition Traction Control Rear Spoiler
Console/Storage Dual Power Sliding Doors Stability Control
CONVENIENCE Home Link Front Side Impact Air Bags

Supplement of Record 1 with Summary

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		ROOF					
2		Repl Roof bow	62148TK8A00ZZ	1	56.72	1.2	
3	S01	Repl Roof panel w/o sunroof	62100TK8A00ZZ	1	1,464.90	23.0	3.6
		NOTE: time required to use lqg roof is would be more than oe.					
4	S01	Add for Clear Coat					1.4
5	* S01	Repl Headliner w/o sunroof, EX gray	83201TK8A32ZA	1	973.25	Incl.	
		NOTE: NO BETTERMENT TAKEN DUE TO HEADLINER IN EXCELLENT SHAPE.					
6		MISCELLANEOUS OPERATIONS					
7	#	Rpr Cover Car Complete				0.2	
8	#	Repl Restore Corrosion Protection		1	10.00	0.2	
9	# S01	Repl Glass Installation Kit		1	25.00		
		NOTE: required to reinstall windshield					
10		OTHER CHARGES					
11	#	E.P.C.		1	3.00		
SUBTOTALS					2,532.87	24.6	5.0

NOTES

Prior Damage Notes:
 Prior Unrelated Damage Notes:

Front Bumper: None
 LT Fender: DEEP SCRATCH
 Hood: None
 Lt Front Door: SCRATCH
 Lt Rear Door: SCRATCH
 Roof: None
 Lt Quarter Panel: SCRATCHES/SCRAPE
 Decklid/Tailgate: None
 Rear Bumper: SCRATCHES
 Interior: None
 . None
 Rt Fender: None
 Glass: None
 Rt Front Door: SCRATCHES
 Rt Rear Door: SCRATCHES
 Sunroof: None
 Rt Quarter Panel: SCRATCHES
 Rear Lamps: None
 Back Glass: None
 Tires: None

Supplement of Record 1 with Summary

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,529.87
Body Labor	24.6 hrs @	\$ 56.00 /hr	1,377.60
Paint Labor	5.0 hrs @	\$ 56.00 /hr	280.00
Paint Supplies	5.0 hrs @	\$ 36.00 /hr	180.00
Other Charges			3.00
Subtotal			4,370.47
Sales Tax	\$ 4,370.47 @	5.6000 %	244.75
Total Cost of Repairs			4,615.22
Total Adjustments			500.00
Net Cost of Repairs			4,115.22

Supplement of Record 1 with Summary

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Deleted Items							
3	*	Repl LKQ roof assy; w/o sunroof +25%	~102051421	1	-631.25	-23.0	-3.6
4		Add for Clear Coat					-1.4
Added Items							
3	S01	Repl Roof panel w/o sunroof NOTE: time required to use lkq roof is would be more than oe.	62100TK8A00ZZ	1	1,464.90	23.0	3.6
4	S01	Add for Clear Coat					1.4
9	#	S01 Repl Glass Installation Kit NOTE: required to reinstall windshield		1	25.00		
SUBTOTALS					858.65	0.0	0.0

NOTES

Prior Damage Notes:
 Prior Unrelated Damage Notes:

Front Bumper: None
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 Hood: None
 Lt Front Door: SCRATCH
 Lt Rear Door: SCRATCH
 Roof: None
 Lt Quarter Panel: SCRATCHES/SCRAPE
 Decklid/Tailgate: None
 Rear Bumper: SCRATCHES
 Interior: None
 . None
 Rt Fender: None
 Glass: None
 Rt Front Door: SCRATCHES
 Rt Rear Door: SCRATCHES
 Sunroof: None
 Rt Quarter Panel: SCRATCHES
 Rear Lamps: None
 Back Glass: None
 Tires: None

Supplement of Record 1 with Summary

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			858.65
Body Labor			0.00
Paint Labor	5.0 hrs @	\$ 56.00 /hr	280.00
Additional Supplement Labor			-280.00
Paint Supplies	5.0 hrs @	\$ 36.00 /hr	180.00
Additional Supplement Materials/Supplies			-180.00
Subtotal			858.65
Sales Tax	\$ 858.65 @	5.6000 %	48.08
Additional Supplement Taxes			0.01
Total Supplement Amount			906.74
NET COST OF SUPPLEMENT			906.74

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	3,708.48	MATTHEW DE LA PASQUA
Supplement S01	906.74	JEFFREY SCHMITZ
Workfile Total:	\$ 4,615.22	
TOTAL ADJUSTMENTS:	\$ 500.00	
NET COST OF REPAIRS:	\$ 4,115.22	

Supplement of Record 1 with Summary

2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

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2012 HOND ODYSSEY EX 4D VAN 6-3.5L-FI GRAY

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BRANTMEIER FORD BODY SHOP

3624 KOHLER MEMORIAL DRIVE
SHEBOYGAN WI. 53081
PHONE: 920-458-6111
WWW.DICKBRANTMEIER.COM

ACTUAL COST

11072KAU

RYAN KAULE 399 LAKEWOOD CT KOHLER WI 53044				VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.
				5FNRL5H41CB143418		63090	10/13/15	11072
				YEAR	MAKE	MODEL	COLOR	TAG NO.
	12	HONDA	ODYSSEY EX	GRAY	00000			
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS	
038483	453XBF	920-698-7262	- -		00/00/00	641	CASH	
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE			
	00/00/00		63090	09/22/15	00/00/00			

LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
A						
Com Customer states		replace roof				
			B12		C	1497.30
	IH-62100TK8A00ZZ		ROOF PANEL	1	C	1464.90
	IH-83201TK8A32ZA		HEADLINER	1	C	973.25
	PO# PO# 41175		MARTIN AUTOMOTIVE	1	C	345.00
Line Total.....						4280.45
B						
Com Customer states		REFINISH				
Cor REFINISH						
	PAINT		B12		C	280.00
Code	Misc Charge		Inv#/Info	Days	Hours	
OTH	PAINT AND MATERIALS				1.0 C	180.00
Line Total.....						460.00
Labor						1777.30
Parts						2438.15
Sublets						345.00
Sales Tax						237.02
Misc Charge						180.00
TOTAL-CUST-CASH						4977.47

CUSTOMER COPY - PAGE 01

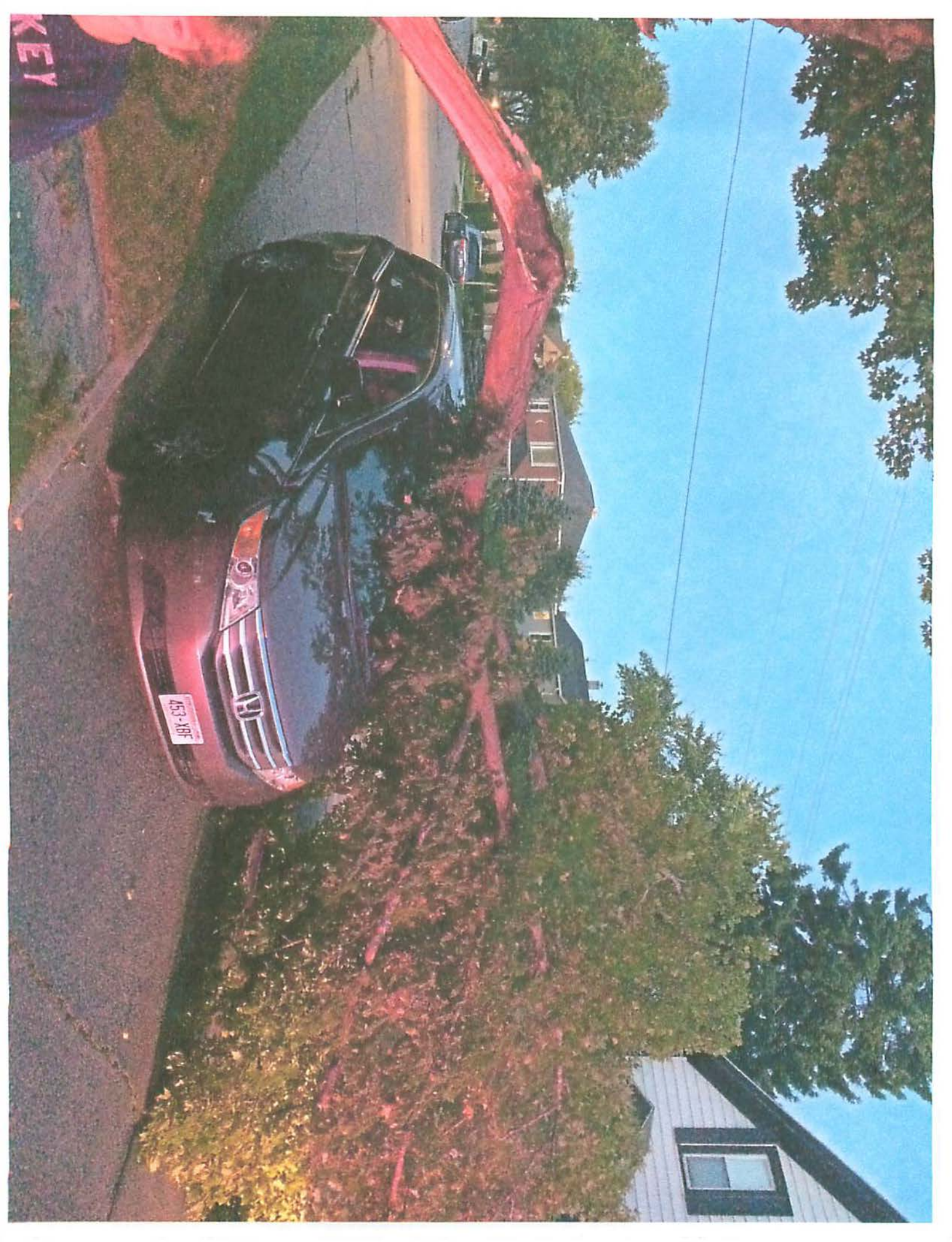
Printed: 10/13/2015 @ 15:33

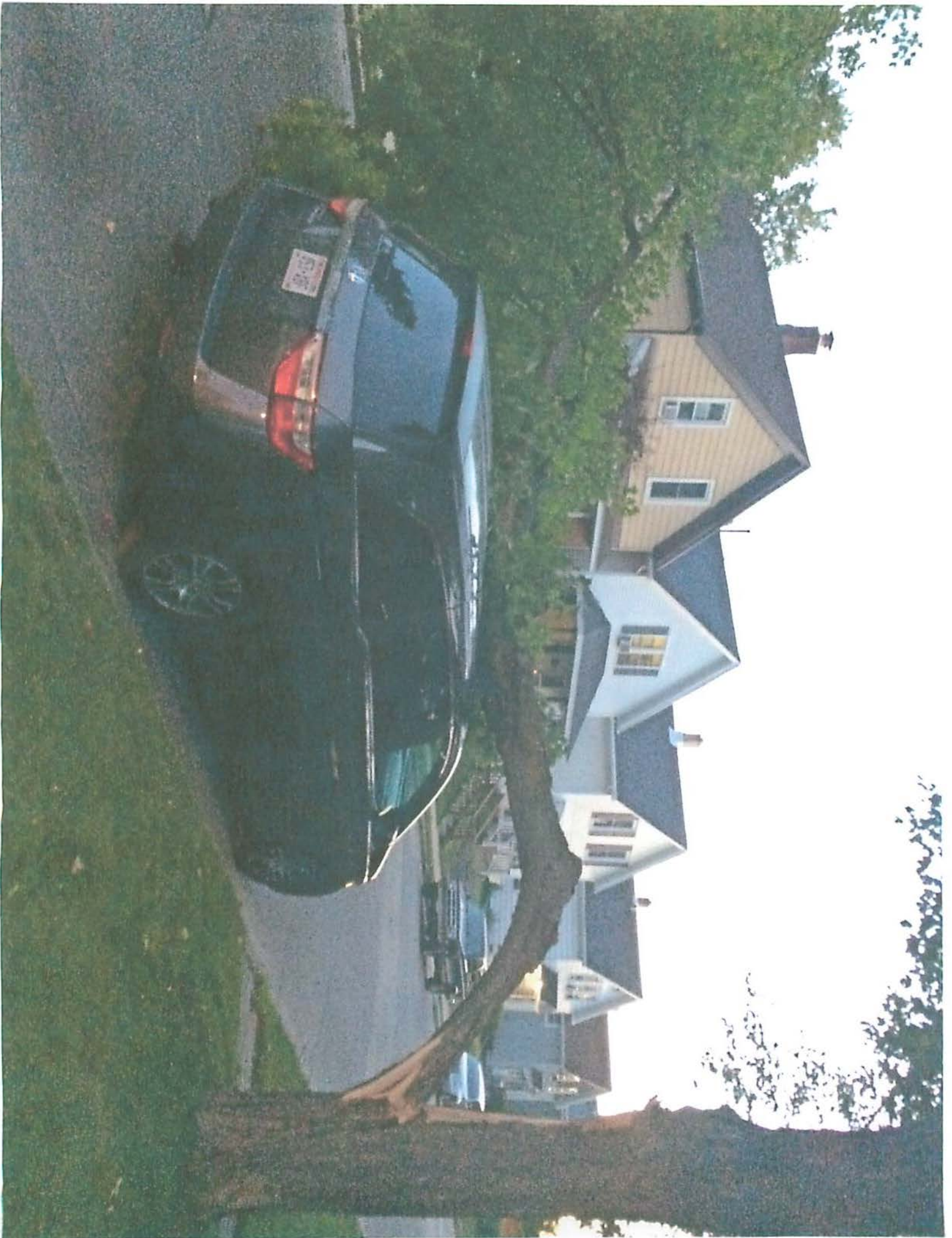
STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

CUSTOMER SIGNATURE

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)





VI

R. C. No. _____ - 15 - 16. By FINANCE. February 1, 2016.

Your Committee to whom was referred R. O. No. 208-15-16 by the City Clerk submitting a claim from Rosemary Mallmann for alleged injuries when she fell and sprained her ankle at the intersection on Carmen Ave. where there was construction; recommends that the claim be denied and to request that the City Attorney send a Notice of Disallowance.

Consent

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

4.2

R. O. No. 208 - 15 - 16. By CITY CLERK. November 16, 2015.

Submitting a claim from Rosemary Mallmann for alleged injuries when she fell and sprained her ankle at the intersection on Carmen Ave. where there was construction.

*Finance
deny & send
"notice of Disallowance"*

City Clerk

DATE RECEIVED _____

RECEIVED BY _____

MMD
13-15

CLAIM NO. _____

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Rosemary Mallmann
2. Home address of Claimant: 1216 Carmen Ave
3. Home phone number: 920-452-1960
4. Business address and phone number of Claimant: 5300 State Hwy 42 Sheboygan
920-565-5518
5. When did damage or injury occur? (date, time of day) 7/7/15 11:00 pm
6. Where did damage or injury occur? (give full description) Northwest corner
of 15th & Carmen Ave.
7. How did damage or injury occur? (give full description) I knew there was recent
construction there because intersection on Carmen Ave. had been
barricaded but they were no longer there so I thought it was safe.
After passing barricade in street of corner I thought it was safe.
Next thing I know I fell in a hole.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: City worker
 - (b) Claimant's statement of the basis of such liability: Negligent in placing
barricades. It is city worker's duty to place barricades,
to prevent injury.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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

Severe sprained ankle

11. Name and address of any other person injured: None

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ 1,500.

Other: (Specify below Medical) \$ 1,267. Attached

Bills
TOTAL

\$ 2,767.

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

Tom Mallmann 1216 Carmen Ave Sheboygan

Columbia St. Mary's Mercy Clinic - Dr. Laura Field 1703 N. Taylor St. Sheboygan

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

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

SIGNATURE OF CLAIMANT Rosemary Mallmann

DATE 11/5/15

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 11-5-15

RECEIVED BY MMJ

CLAIM NO. 1315

CLAIM

Claimant's Name:	<u>Rosemary Mallmann</u>	Auto	\$	
Claimant's Address:	<u>1216 Carmen Ave</u>	Property	\$	
	<u>Sheboygan, WI 53081</u>	Personal Injury	\$	<u>4500</u>
Claimant's Phone No.	<u>920-452-1960</u>	Other (Specify below)	\$	<u>1,267. Attached</u>
		<u>Medical bills</u>		
		TOTAL	\$	<u>2,767</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2,767.

SIGNED Rosemary Mallmann DATE: 11/5/15

ADDRESS: 1216 Carmen Ave
Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

1911

1912

1913

1914

1915



This was next site
7/8/15



VI

R. C. No. _____ - 15 - 16. By FINANCE. February 1, 2016.

Your Committee to whom was referred R. O. No. 210-15-16 by the City Clerk submitting a claim from Douglas Leppanen for alleged injuries when he was cycling westbound on the bike path under the 14th St. Bridge and got caught up in construction netting; recommends that the claim be denied and to request that the City Attorney send a Notice of Disallowance.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.4

R. O. No. 210 - 15 - 16. By CITY CLERK. November 16, 2015.

Submitting a claim from Douglas Leppanen for alleged injuries when he was cycling westbound on bike path under the 14th St. Bridge and got caught up in construction netting.

*Invoice
denies & send
"notice of Disallowance"*

City Clerk

Handwritten marks or scribbles in the top left corner.

Handwritten Roman numeral III in red ink in the top right corner.

DATE RECEIVED 11-10-15

RECEIVED BY Meridan DeBruin

CLAIM NO. 15-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

NOV 10 5 54 2015

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

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

- 1. Name of Claimant: Douglas Leppanen
- 2. Home address of Claimant: 2638 N. 20th Street, Sheboygan
- 3. Home phone number: (920) 917-8190
- 4. Business address and phone number of Claimant: 601 N. 5th St,
Sheboygan, WI 53081 (920) 458-2111
- 5. When did damage or injury occur? (date, time of day) July 17, 2015 approx 8 p.m.
- 6. Where did damage or injury occur? (give full description) City bike
path under the 14th Street Bridge in
Sheboygan.
- 7. How did damage or injury occur? (give full description) Cycling westbound
on path, became tangled in construction netting
hanging from 14th St. bridge. As a result, fell to
the left onto chain link fence and received cut to left arm.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: Director of Dept. of Public Works
 - (b) Claimant's statement of the basis of such liability: Negligent failure to
provide warning to dangerous condition; failure to provide
barrier to path or to monitor the area.
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: Bike path under the 14th
Street Bridge in the City of Sheboygan
 - (b) Claimant's statement of basis for such liability: see 8(b) above.

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

6.00 cm laceration to left forearm; 10 sutures;
permanent scar

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ 7,500

Other: (Specify below) \$ _____

TOTAL \$ 7,500

Damaged vehicle (if applicable)

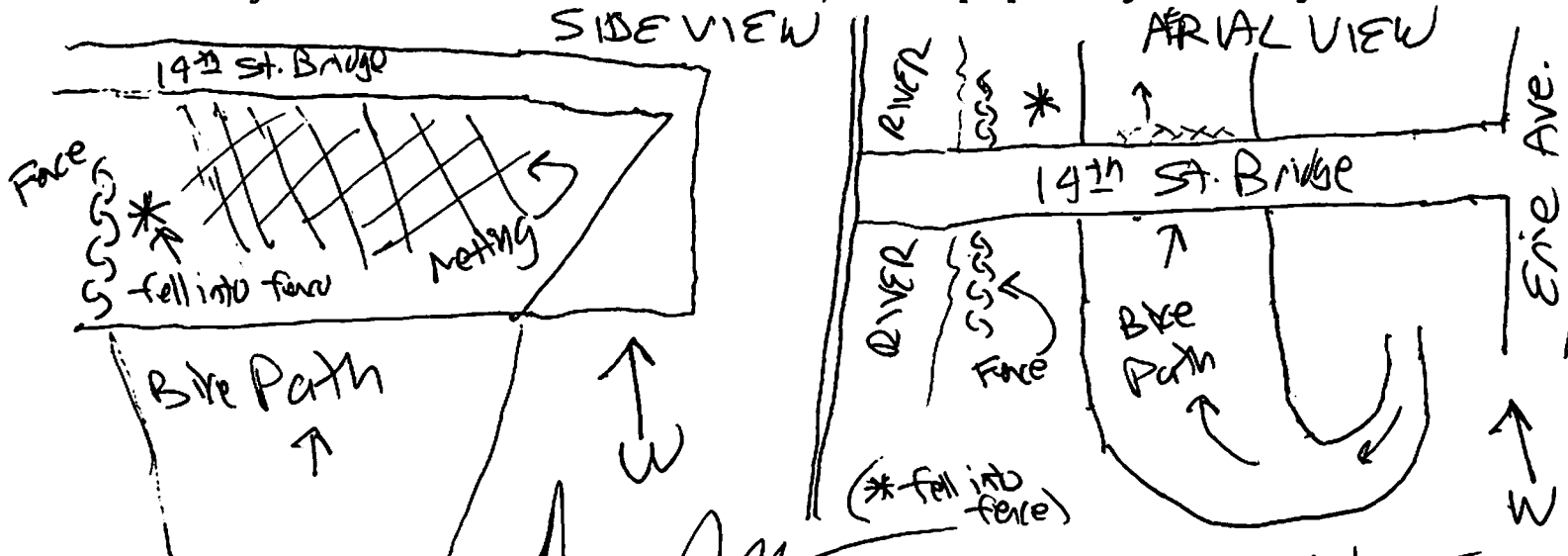
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: for cycling accident -

Officer M. Lynvean, Shelbygan Police; Dr. Kolar, St. Nicholas hospital;
Dr. Martins, St. Nicholas; Martha Leppner, 2638 N. 20th St, Shelbygan

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

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



SIGNATURE OF CLAIMANT Dan [Signature] DATE 11/10/15

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 11-10-15

RECEIVED BY Mercedith DeBruin

CLAIM NO. 15-15

CLAIM

Claimant's Name: Douglas Leppanen
Claimant's Address: 2638 N. 20th Street
Sheboygan, WI 53083
Claimant's Phone No. (920) 917-8190

Auto \$ _____
Property \$ _____
Personal Injury \$ 7500
Other (Specify below) \$ _____
TOTAL \$ 7500

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 7,500.

Hospital Charges - 2110.40
Doctor Charges - 1057.00
Suture Removal - 153.00
Care Supplies - 13.46
Estimate/cosmetic - 2552.00
consultation fee - 60.00
General damages - 1554.14
TOTAL \$7500.00

SIGNED:  DATE: 11/10/15

ADDRESS: 2363 N. 20th Street, Sheboygan, WI 53083

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081



SHEBOYGAN POLICE DEPARTMENT

Incident C15-13155

Nature: ASSIST
Location: N29

Address: N 14TH ST & ERIE AVE
SHEBOYGAN WI 53081

Offense Codes: 9831

Received By: KLINZING, J
Responding Officers: WYNVEEN, M
Responsible Officer: WYNVEEN, M
When Reported: 01:29:25 07/18/15

How Received: T

Agency: SPD

Disposition: SIT 07/18/15
Occurred Between: 01:29:25 07/18/15 and 01:29:25 07/18/15

Assigned To:
Status:

Detail:
Status Date: **/**/**

Date Assigned: **/**/**
Due Date: **/**/**

Complainant:

Last: First: Mid:
DOB: **/**/** Dr Lic: Address:
Race: Sex: Phone: City: ,

Offense Codes

Reported: Observed: 9831 ASSIST PERSON
Additional Offense: 9831 ASSIST PERSON

Circumstances

LT06 CONSTRUCTION SITE

Responding Officers: Unit :
WYNVEEN, M 406

Responsible Officer: WYNVEEN, M Agency: SPD
Received By: KLINZING, J Last Radio Log: 02:17:42 07/18/15 CMPLT
How Received: T TELEPHONE Clearance: CLR CLEARED
When Reported: 01:29:25 07/18/15 Disposition: SIT Date: 07/18/15
Judicial Status: Occurred between: 01:29:25 07/18/15
Misc Entry: and: 01:29:25 07/18/15

Modus Operandi: Description : Method :

Involvements

Date Type Description

Sheboygan Police
Department Record
DO NOT DISCLOSE

Narrative

Sheboygan City Police Department
Investigation Narrative

Squad 13, no video, photographs yes, no evidence, no proxy, no custody form.

On 7-18-15, I, Ofc Wynveen, was sent to speak with Douglas L Leppanen, 3-3-56, 2638 N 20th, 920-917-8190, about his injury when he was riding his bicycle on the bike path under the 14th St bridge. Douglas said he was riding west bound on the bike path that goes under the old rail road bridge and the 14th St bridge, when he got caught in some type of netting. He fell off his bike and sustained an injury to his left forearm, requiring stitches. He explained the general area and wanted us to be aware of the safety hazard. I explained that I remembered signs posted before the construction stating the path was closed. I went to the path and noticed there were no signs on the east side of the path stating the path was closed or construction ahead. When I reached the 14th St bridge, I noticed there was netting attached to the bottom of the bridge because of the construction on the roadway of the bridge. When I walked on the path, my head hit the netting. A section had been ripped off, assuming this was what Douglas got caught in. I noticed there was a sign at the west end where the path starts on Ontario Ave. I put police tape on the east side. I attached it to two different light poles in different locations. I was not able to attach it to the brick wall to totally block off west bound traffic. I asked Sgt Kuszynski to notify DPW of the need for barricades. He advised he was going to e-mail DPW the request.

End of report. 406MJW

VI

R. C. No. _____ - 15 - 16. By FINANCE. February 1, 2016.

Your Committee to whom was referred R. O. No. 255-15-16 (Direct Referral) by the City Clerk submitting a claim from Michael and Terri Barber for alleged damages to their mailbox when a snow plow driver hit it while plowing; recommends that the claim be denied and to request that the City Attorney send a Notice of Disallowance.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

DIRECT REFERRAL TO FINANCE FOR THEIR 1-25-16 MEETING

R. O. No. 255- 15 - 16. By CITY CLERK. January 25, 2016.

Submitting a claim from Michael and Terri Barber for alleged damages to their mailbox when a snow plow driver hit it while plowing.

Finance
deny & send
notice of Disallowance

City Clerk

DATE RECEIVED 01-19-16

RECEIVED BY YD

CLAIM NO. 19-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JAN 19 '16 @ 9:15

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

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

1. Name of Claimant: Michael & Terri Barber
2. Home address of Claimant: 2636 W. Riverdale Avenue
3. Home phone number: (920) 457-2956
4. Business address and phone number of Claimant: 320F Washington Ave. Sheboygan
(920) 207-1585 cell#
5. When did damage or injury occur? (date, time of day) Dec. 28TH 11:55 pm
6. Where did damage or injury occur? (give full description) In front of our house,
our mailbox was struck by the city plow driver at 11:55 the night of the snowstorm.
This was witnessed by our son who was still up and awake at the time.
7. How did damage or injury occur? (give full description) When the plow struck the mailbox
it snapped at the top and was hanging from the 4x4 wood post that supports
the entire mailbox. The rubbermaid mailbox slides over a 4x4 post and the top
portion of the mailbox was almost completely snapped off.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: unknown - city plow driver
 - (b) Claimant's statement of the basis of such liability: This person was observed striking
and destroying all three mailbox's in a row on Riverdale Ave. the night of Dec. 28TH
around midnight.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: n/a
 - (b) Claimant's statement of basis for such liability: n/a

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

(NO INJURIES) ON Dec. 28th near midnight a city plow was observed hitting and destroying not only our mailbox, but the plow also struck and destroyed our neighbors on each side of us their mailbox's as well, all three in a row where struck and damaged beyond repair.

11. Name and address of any other person injured: n/a

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

Auto: \$ —

Property: \$ 62.97

Personal injury: \$ —

Other: (Specify below) \$ —

TOTAL \$ 62.97

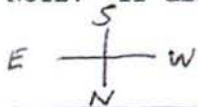
Damaged vehicle (if applicable)

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

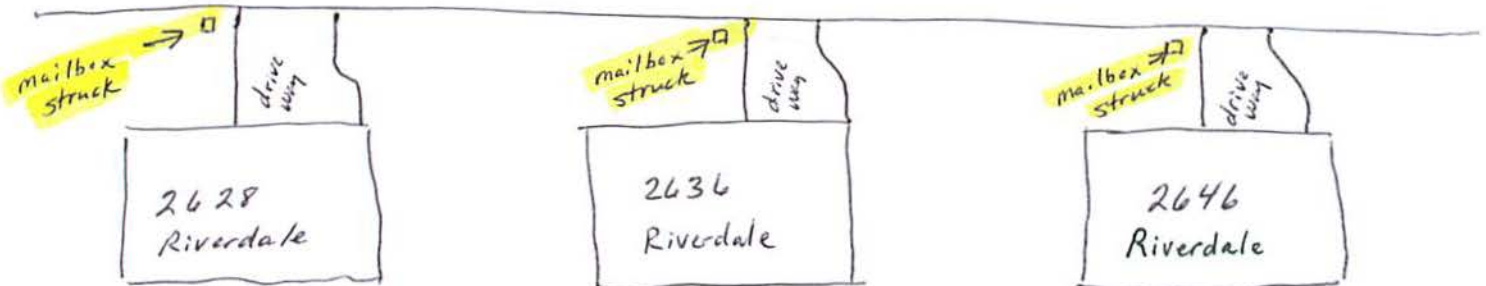
Names and addresses of witnesses, doctors and hospitals: _____

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

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



Riverdale Avenue



SIGNATURE OF CLAIMANT Michael D. Bafer DATE 1/18/2014

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

RECEIVED

01-19-16

RECEIVED BY

MD

CLAIM NO.

19-15

CLAIM

Claimant's Name: Michael & Terri Barber
 Claimant's Address: 2636 W. Riverdale Ave.
Sheboygan, WI 53081
 Claimant's Phone No. (920) 457-2956

Auto \$ —
 Property \$ 62.97
 Personal Injury \$ —
 Other (Specify below) \$ —
TOTAL \$ 62.97

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 62.97.

SIGNED Michael D. Barber

DATE: 1/4/2016

ADDRESS: 2634 W. Riverdale Avenue
Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

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

2636

W. Riverdale Ave.



12/29/2015



12/29/2015



12/29/2015

Use Your  2%
BIG CARD REBATE

MENARDS®

MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 03/28/16

If you have questions regarding the
charges on your receipt, please
email us at:
SHEBfrontend@menards.com

** Receipt for Damaged
mailbox.*

** Exact replacement.*



Sale Transaction

GENTRY POST MOUNT COMBO 2151226	59.97
TOTAL	59.97
TAX STATE OF WI 5%	3.00
TOTAL SALE	62.97
MASTERCARD 8175 09534B Swiped	62.97

TOTAL NUMBER OF ITEMS = 1

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
3905

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, CAROL

91230 07 4968 12/29/15 10:12AM 3247

VI

R. C. No. _____ - 15 - 16. By FINANCE. February 1, 2016.

Your Committee to whom was referred R. O. No. 247-15-16 by the City Clerk submitting a claim from Richard Woodard for alleged damages to his mailbox when a snow plow driver hit it while plowing; recommends that the claim be denied and to request that the City Attorney send a Notice of Disallowance.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

7.3

R. O. No. 247 - 15 - 16. By CITY CLERK. January 18, 2016.

Submitting a claim from Richard Woodard for alleged damages to his mailbox when a snow plow driver hit it while plowing.

~~Finance~~
deny & send
notice of Disallowance

City Clerk



DATE RECEIVED

1-18-16

RECEIVED BY

ORL

CLAIM NO.

18-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: RICHARD WOODARD
2. Home address of Claimant: 2628 W. RIVERDALE AVE.
3. Home phone number: 920-459-8965
- Business address and phone number of Claimant: SAME AS ABOVE

5. When did damage or injury occur? (date, time of day) 12/28/15 11:55 P.M.

6. Where did damage or injury occur? (give full description) IN FRONT OF HOUSE - MAILBOX DAMAGED BY CITY PLOW @ 11:55 PM NIGHT OF SNOWSTORM - 12/28 - WITNESSED BY NEIGHBOR WHO SAW IT HAPPEN

7. How did damage or injury occur? (give full description) HORIZONTAL PIECE OF POST REPPED OFF OF VERTICAL POST - HORIZONTAL & VERTICAL PIECE ARE PLASTIC W/NET WHICH SLEPPED OVER VERTICAL WOOD POST - COMPLETE ASSEMBLY MUST BE REPLACED. MAILBOX WAS REPPED OF HORIZONTAL POST & MUST ALSO BE REPLACED.

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

(a) Name of such officer or employee, if known: PLOW DRIVER - NAME UNKNOWN

(b) Claimant's statement of the basis of such liability: PLOW DRIVER WAS OBSERVED DAMAGING MAILBOXES ON 3 ADJACENT PROPERTIES.

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

(a) Public property alleged to be dangerous: N/A

(b) Claimant's statement of basis for such liability: N/A

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

NO INJURIES - ON 12/28 - JUST B/Y MIDNIGHT -

A CITY PLOW WAS OBSERVED HEATING AND DAMAGING BEYOND REPAIR OUR MAILBOX AND THE 3 ADJACENT MAIL BOXES

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

N/A

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

Auto:	\$ <u>ϕ</u>
Property:	\$ <u>60.04</u>
Personal injury:	\$ <u>ϕ</u>
Other: (Specify below)	\$ _____
TOTAL	\$ <u>60.04</u>

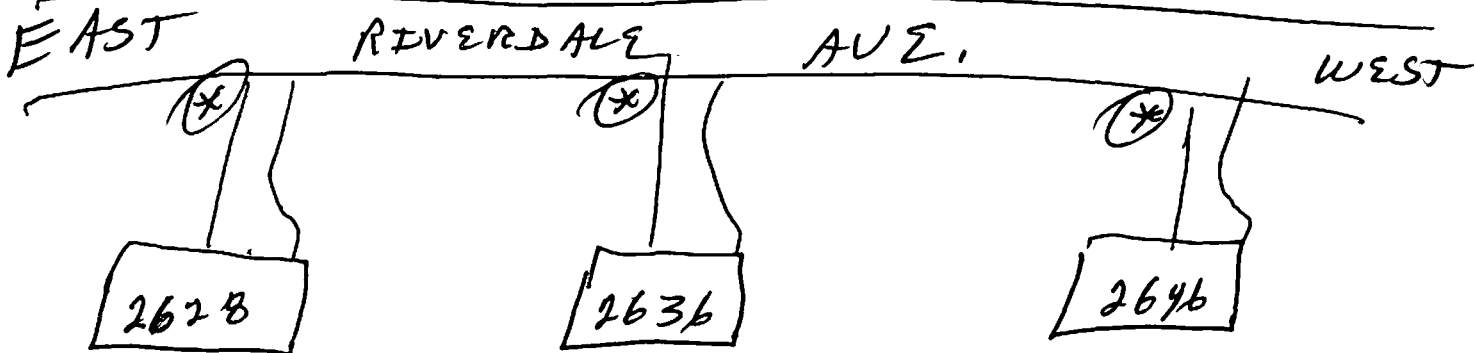
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



RIVERDALE AVE
⊗ = MAIL BOX LOCATION

SIGNATURE OF CLAIMANT Richard Woodard DATE 1/17/16

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. 18-15

CLAIM

Claimant's Name:	<u>RICHARD WOODARD</u>	Auto	\$ <u> </u>
Claimant's Address:	<u>2628 W. RIVERDALE AVE</u>	Property	\$ <u>60.04</u>
	<u>SHEBOYGAN, WI 53081</u>	Personal Injury	\$ <u> </u>
Claimant's Phone No.	<u>920-459-8965</u>	Other (Specify below)	\$ <u> </u>
TOTAL			\$ <u>60.04</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 60.04.

I UNDERSTAND 7 MAILBOX MIGHT BE A "DOOR", - BUT 3 IN A ROW? MIGHT DRIVER HAVE BEEN INEXPERIENCED OR DOZED OFF?

SIGNED Richard Woodard DATE: 1/17/16

ADDRESS: 2628 W. RIVERDALE AVE
SHEBOYGAN, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

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

TRANSACTION INQUIRY

Store No. : 3247
 Tran. date : 01/03/16 12:52:13 PM
 Register ID : 6
 Transaction # : 9323

Operating mode : Normal

Type of sale : Sale Transaction
 Operator : 91220
 Commission : 0
 Customer :
 PO number :

Invoice # : 0
 Ref. # 1 :
 Ref. # 2 :
 Ref. # 3 :
 Employee : 1391220
 Geocode : SEE TAX INFO BELOW
 Order number : 0

Tax exempt :
 Exempt code : 0
 Org invoice :
 Demographic :

Tran Authorization : 0
 TOS Signature : no
 Tax exempt signature: no
 Tender signature : no

Ship to name :
 Ship to address :

MERCHANDISE:
 Taxable : 59.97
 Non-tax : 0.00
 NON-MERCHANDISE:
 NON-MERCHANDISE TAXABLE.....: 0.00
 Non-merchandise non-tax:
 Non-food : - 58.54
 Food : 0.00
 Tax.....: 0.07
 Additional tax.....: 0.00
 Sold lines total.....: 1.50
 Deposit.....: 0.00
 Transaction total.....: 1.50
 Allowance.....: 0.00
 Spread discount.....: 0.00
 Coupon discount.....: 0.00
 Line discount.....: 0.00
 Total discounts.....: 0.00

MAILBOX + POST
 59.97
 58.54 - GIFT CARD
 0.07 + TAX
 1.50 - CASH
 TOTAL = 960.04

DICK WOODARD
 P/V AM 1/4

Transaction Taxes				
Tax Jurisdiction	Tax Type	Description	Tax Rate	Tax Amount
NON-TAXABLE	0		0.000%	0.00
WI5308301	STATE	STATE WI	5.000%	0.07

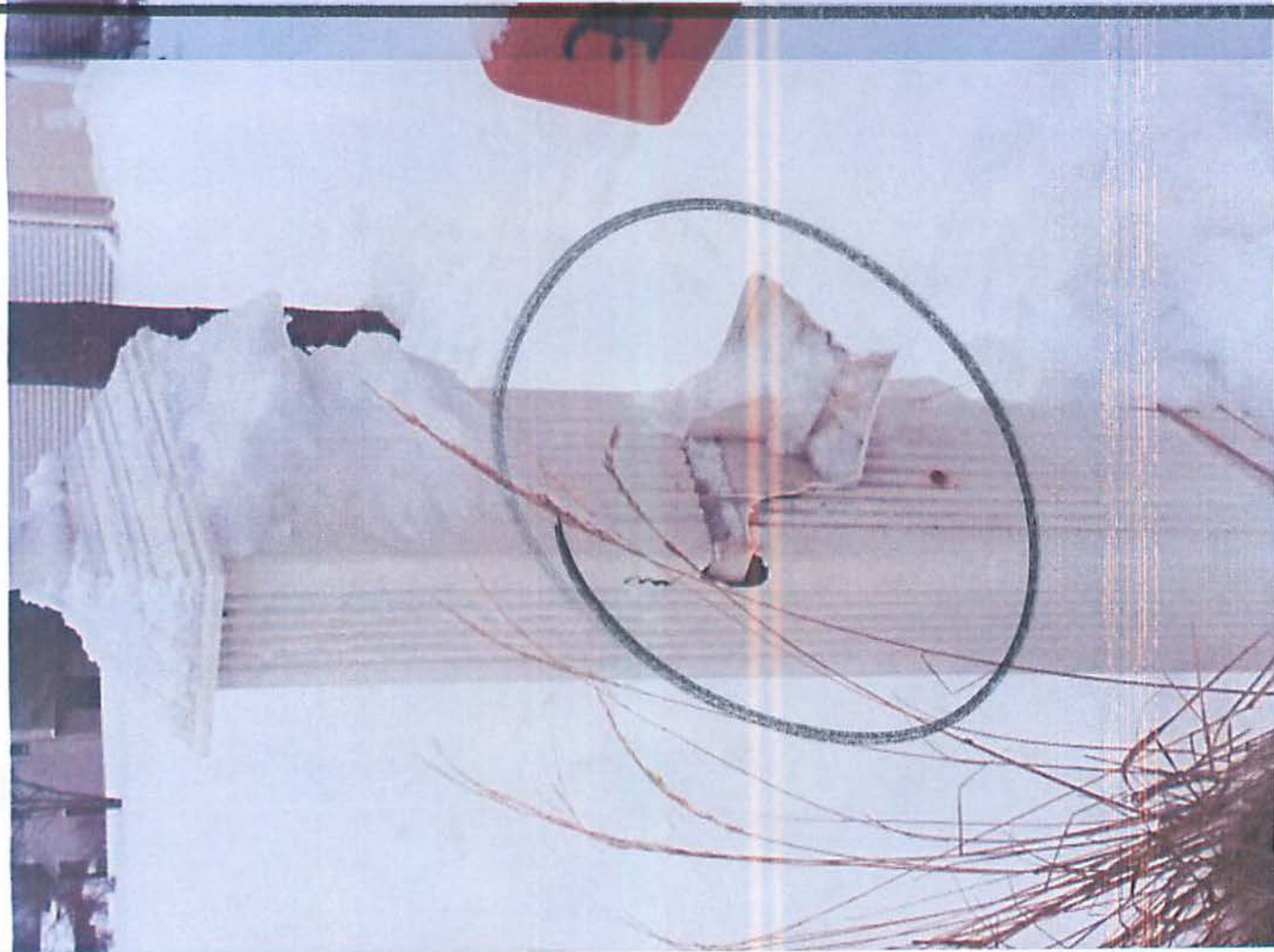
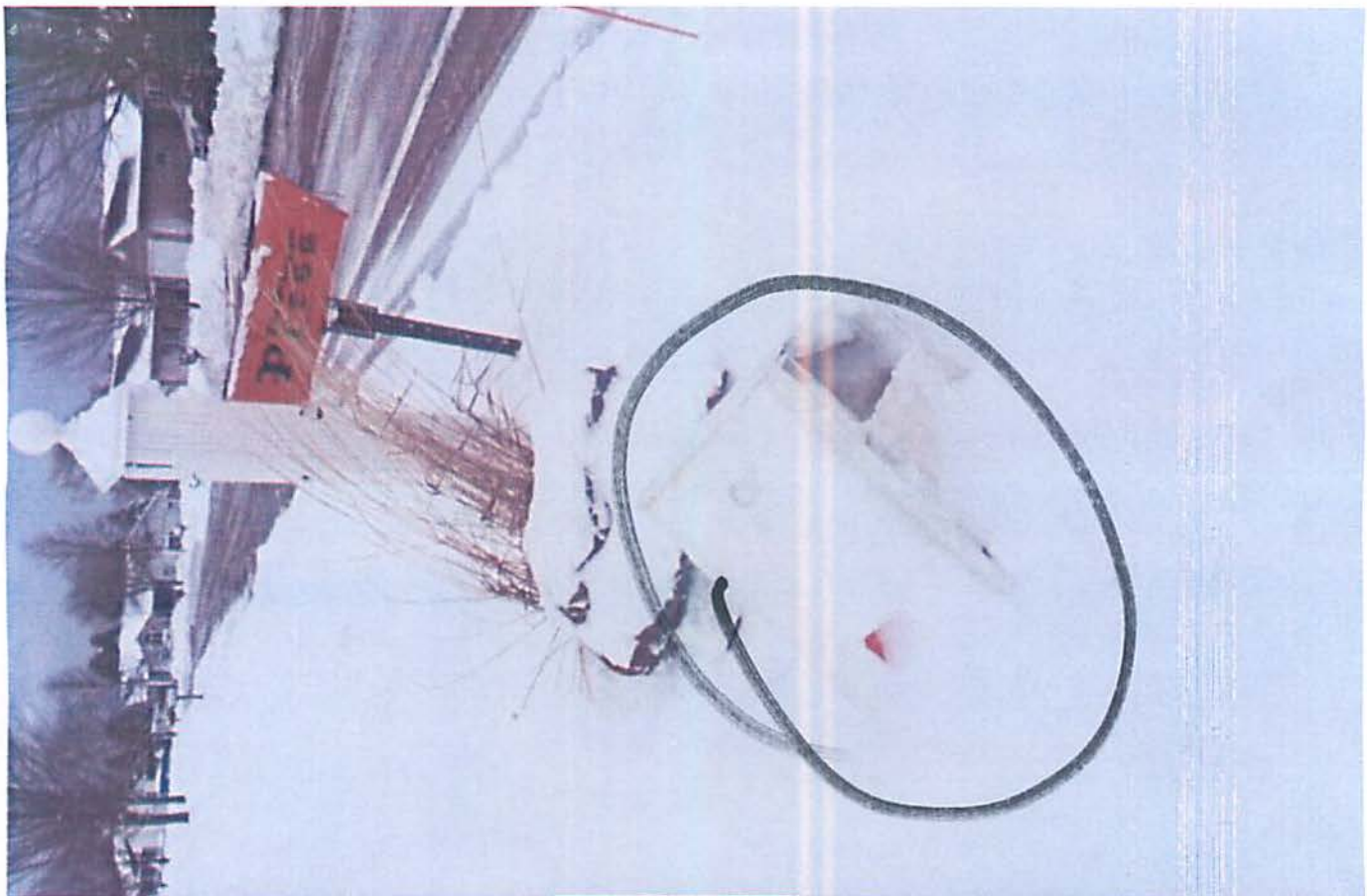
TAX

Item number	Seq#	Description	Quantity	Unit	Tax Status	Amount	Misc Number	Tax Jurisdiction	Tax Type	Description	Tax Rate	Tax Amount
2151226		GENTRY POST MOUNT CO	1.00	EACH	P TAKE	59.97		WI5308301	STATE	STATE WI	5.000%	0.07
MISC:31		MENARD REBATE	-		N TAKE	58.54	6118043912	NON-TAXABLE	0		0.000%	0.00

Transaction Tenders

Code	Description	Miscellaneous number	Amount	Auth.	Signature
1	CASH		5.50	No	
1	CASH	-	4.00	No	

END OF TRANSACTION DATABASE REVIEW



VI

R. C. No. _____ - 15 - 16. By FINANCE. February 1, 2016.

Your Committee to whom was referred R. O. No. 246-15-16 by the City Clerk submitting a claim from Angela Ramey for alleged damages to her basement when the sewer backed up; recommends that the claim be denied and to request that the City Attorney send a Notice of Disallowance.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.2

R. O. No. 246 - 15 - 16. By CITY CLERK. January 18, 2016.

Submitting a claim from Angela Ramey for alleged damages to her basement when the sewer backed up.

Finance
deny & send
notice of Disallowance

City Clerk

DATE RECEIVED 1-4-16

RECEIVED BY MD

CLAIM NO. 17-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Angela Ramey
- 2. Home address of Claimant: 514 N 26th St Sheboygan, WI 53081
- 3. Home phone number: 920-470-1071
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 12/8/15 approx 5:50 - 6:30 PM

6. Where did damage or injury occur? (give full description) Basement

7. How did damage or injury occur? (give full description) Sewage water back-up. standing sewage in 1/2 of basement. city was called.

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

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

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

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

(a) Public property alleged to be dangerous: _____

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

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

NO Injuries - Damage to personal affects. Photo Albums, records, Keepsakes, Books

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

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

Auto: \$ _____

Property: \$ 100.00

Personal injury: \$ _____

Other: (Specify below) \$ 135.50

TOTAL

\$ 235.50

* we have a 12mo. baby & felt that the fumes were dangerous. The smell was unbearable so we stayed at a hotel for one night.

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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

FYI

(Clark Kleinhans (-leadman, Sewer: Recycling) was the one who came out & worked on the main line)

SIGNATURE OF CLAIMANT

DATE

12-18-15

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY MD

CLAIM NO. 1745

CLAIM

Claimant's Name: Angela Ramey

Auto \$ _____

Claimant's Address: 514 N. 26th St

Property \$ 100.00

Sheboygan, WI 53081

Personal Injury \$ _____

Claimant's Phone No. 920-470-1071

Other (Specify below) \$ 135.50

TOTAL \$ 235.50

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 235.50.

SIGNED Angela Ramey

DATE: 12-18-15

ADDRESS: 514 N. 26th St Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

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

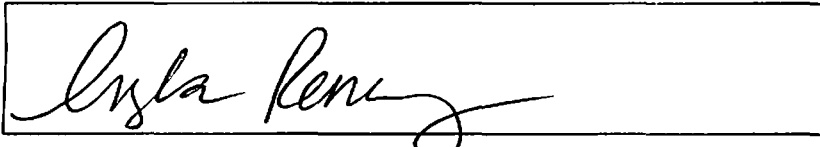
**Grandstay Residential Suites
708 Niagara Ave.
Sheboygan, WI 53081
920-208-8000
Property ID: 6303**

Folio#: 89434	CRS # A6SKCSKBHKKH_1
Ramey, Angela	
620 S 8th St #202	
SHEBOYGAN, WI 53081	
Company: Nightly	

Room: 418
Arrival: 12/8/2015
Departure: 12/9/2015

Trans #	Date	Posting Description	Charges	Payments	Balance
414526	12/8/2015	Rm: 418 Nightly	\$119.90	\$0.00	\$119.90
414527	12/8/2015	Sales Tax	\$6.00	\$0.00	\$125.90
414528	12/8/2015	Lodging Tax	\$9.60	\$0.00	\$135.50
414647	12/9/2015	Visa	\$0.00	\$135.50	\$0.00
				Balance:	\$0.00

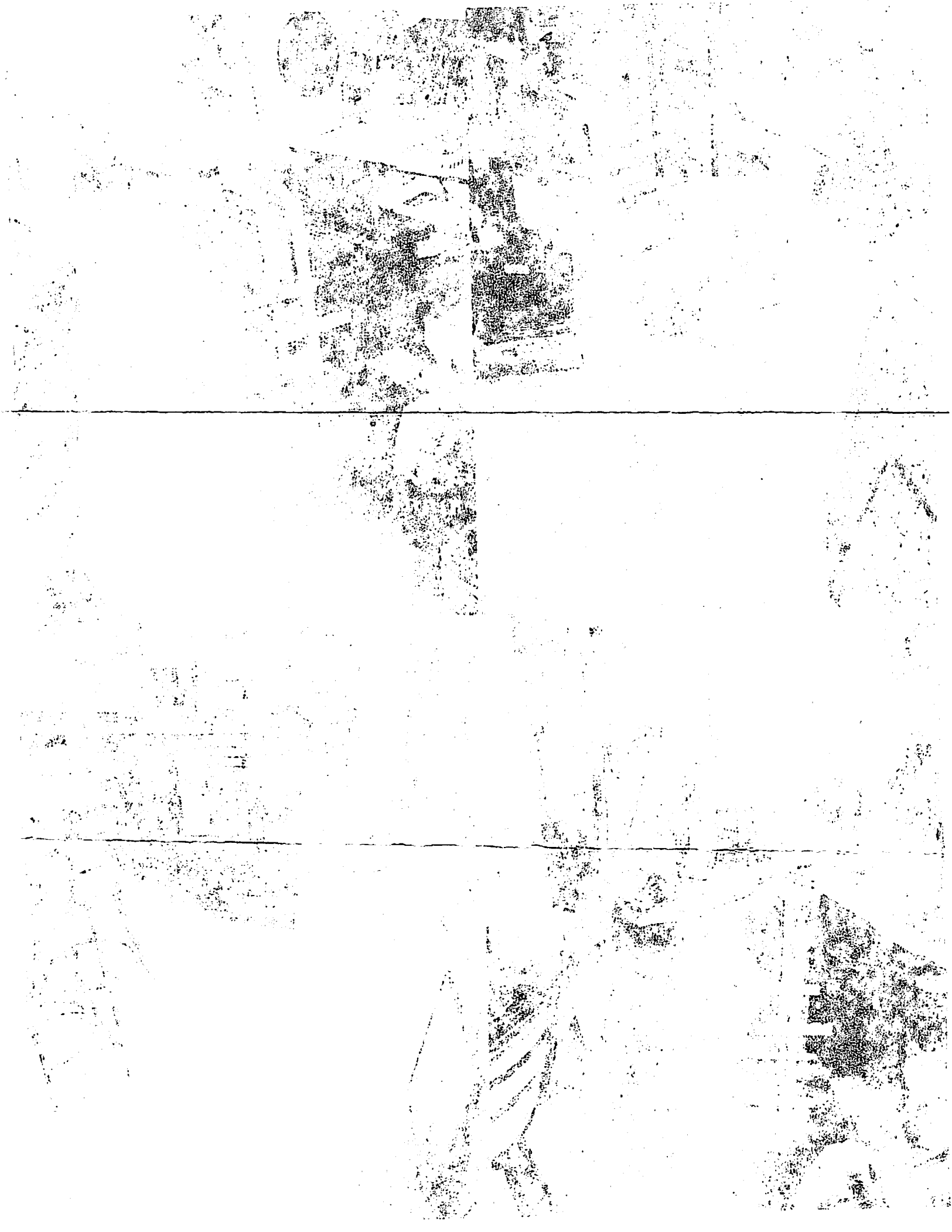
Membership#:
Method of Pay: Credit Card

Signature: 

Folio Summary	
Previous Balance:	\$0.00
Room Charges:	\$119.90
Other Charges/Credits:	\$0.00
Phone Charges:	\$0.00
Tax:	\$15.60
Less Payments:	\$135.50
Total Amount Due:	\$0.00

Please visit our website at www.grandstay.net and let us know how your stay was.





VI

R. C. No. _____ - 15 - 16. By FINANCE. February 1, 2016.

Your Committee to whom was referred the following:

1. R. C. No. 340-14-15 by Finance and R. O. No. 257-13-14 by the City Clerk submitting a communication from Attorney Sonenburg advising the City that he has been retained by James Kuester for alleged injuries he sustained on a City bus; and
2. R. C. 341-14-15 by Finance and R. O. No. 302-13-14 by the City Clerk submitting a Notice of Injury and Claim for Damages regarding James Kuester, Sr. for alleged injuries while being a passenger on a City bus;

recommends that the documents be placed on file.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

6.2

R. C. No. 340- 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 257-13-14 by the City Clerk submitting a communication from Atty. Sonnenburg advising the City that he has been retained by James Juester for alleged injuries he sustained on a City bus and notifying the City that he will be presenting a claim at a future date; recommends that the document be referred to the new Common Council.

*refer to
new Council
(Finance)
File*

John B...

Julie Kath

[Signature]

[Signature]

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

3.12

R. O. No. 257 - 13 - 14. By CITY CLERK. February 3, 2014.

Submitting a communication from Atty. Wm. Sonnenburg advising the City that he has been retained by James Kuester for alleged injuries he sustained on a City bus and notifying the City that he will be presenting a claim at a future date.

Finance

*4/8/15
refer to New Council*

Susan Richards

City Clerk

3.12

1998



1996

John F. Kennedy

SONNENBURG & ZELPE
ATTORNEYS AT LAW
601 CENTER AVENUE
SHEBOYGAN, WISCONSIN 53081

Claim # 16-13
LS Schaefer

WM. K. SONNENBURG
SAMUEL ZELPE

DAVID RABINOVITZ (1930-1986)

TELEPHONE: (920) 458-6222
FACSIMILE: (920) 458-3840
SONNENBURGANDZELPE@JUNO.COM

January 21, 2014

Transit Mutual Insurance
c/o City Clerk
Sheboygan City Hall
828 Center Avenue
Sheboygan, WI 53081

Re; Our Client: James Kuester
DOA: 12/23/13
Claim No. SHE 201054

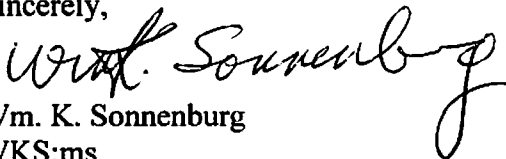
Please be advised that we have been retained by and represent James Kuester, 2224 N. 24th Street, Sheboygan, WI 53081, for injuries that he sustained as the result of the negligence of driver of a City Transit Bus which occurred on December 23, 2013.

We will be presenting a claim at a future date.

Kindly forward this communication to your insurance carrier, Transit Mutual Insurance Company so that they may communicate with us.

Thank you.

Sincerely,



Wm. K. Sonnenburg
WKS:ms
CC: James Kuester

VI

6.3

R. C. No. 341 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 302-13-14 by the City Clerk submitting a Notice of Injury and Claim for Damages from Atty. Sonnenburg on behalf of James Kuester, Sr. for alleged injuries while being a passenger on a City Bus (reference R. O. No. 257-13-14); recommends that the document be referred to the new Common Council.

*refer to
new Council
(Finance)
file*

John R. [Signature]
Julie Kath

[Signature]
[Signature]

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

4.2

R. O. No. 302- 13 - 14. By CITY CLERK. March 17, 2014.

Submitting a Notice of Injury and Claim for Damages from Atty. Sonnenburg on behalf of James Kuester, Sr. for alleged injuries while being a passenger on a City Bus. (Reference R. O. No. 257-13-14).

Lusaw Richards
City Clerk

Finance & Transit

*refer to
new Council 4/8/15*

*LS Schneider
16-13*

SONNENBURG & ZELPE
ATTORNEYS AT LAW
601 CENTER AVENUE
SHEBOYGAN, WISCONSIN 53081

WM. K. SONNENBURG
SAMUEL ZELPE

DAVID RABINOVITZ (1930-1986)

TELEPHONE: (920) 458-6222
FACSIMILE: (920) 458-3840
SONNENBURGANDZELPE@JUNO.COM

March 7, 2014

City Clerk
City of Sheboygan
City Hall 828 Center Avenue
Sheboygan, WI 53081

Re: Injury to James J. Kuester, Sr 12/23/2013

Dear Clerk:

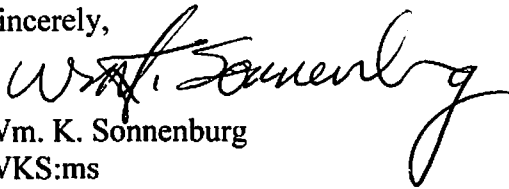
Enclosed please find a Notice of Injury and Claim being made on behalf of our client.

James S. Kuester, Sr.

Kindly file this Notice of Injury and Claim for Damages.

Thank you.

Sincerely,



Wm. K. Sonnenburg
WKS:ms
Encl.

NOTICE OF INURY
AND
CLAIM FOR DAMAGES

TO:

THE CITY OF SHEBOYGAN

CARE OF THE CITY CLERK

FOR THE CITY OF SHEBOYGAN, WISCONSIN

PLEASE TAKE NOTICE:

That we represent James J. Kuester, Sr. 2322 N. 24th Street, Sheboygan, Wisconsin who sustained injuries as the result of a City Bus driving through a red light at the intersection of N. 15th Street and Geele Avenue, on December 23, 2013, of which the City of Sheboygan had actual notice through the City of Sheboygan Police Department on the above – captioned date.

CLAIM FOR DAMAGES

Please be advised that said James J. Kuester, Sr, sustained several injuries to his body involving his legs, a cut to his upper lip, ribs, and loss of hearing as the result of the injuries, some of which are permanent, both to his left leg and his loss of normal hearing.

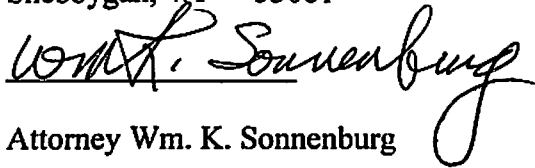
That he sustained medical expenses including the Sheboygan Fire Department, St. Nicholas Hospital, Dr. Charles Schleevoigt, Dr. Howard J Kroft, and various medication for pain to his legs and ribs. Due to a previous blood condition, he had discoloration to his legs with pain for a period of two months and continues to have continual monitoring of his blood condition. He has a permanent swelling and a hardened portion of his left

knee. In addition, he has permanent loss of hearing in both ears.

The claim for the above is One Hundred Thousand Dollars (\$100,000.00)

Hereby submitted:

Sonnenburg & Zelpe
Attorneys at Law
601 Center Avenue
Sheboygan, WI 53081

A handwritten signature in cursive script that reads "Wm. K. Sonnenburg". The signature is written in black ink and is positioned over the printed name below it.

Attorney Wm. K. Sonnenburg

VI

R. C. No. _____ - 15 - 16. By PUBLIC WORKS. February 1, 2016.

Your Committee to whom was referred R. O. No. 239-15-16 by the City Clerk submitting a communication from Jeff Radtke stating he is upset with the clearing of the streets after the December 28th snow storm; recommends that the document be placed on file.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

8.1

R. O. No. 339 - 15 - 16. By CITY CLERK. January 4, 2016.

Submitting a communication from Jeff Radtke stating his upset with the clearing of the streets after the December 28th snow storm.

~~Pub Wks.~~
File

City Clerk

III

PER

January 4, 2016

To The Mayor and Common Council

The snow storm of December 28th, 2015 was a total disaster left on the streets of Sheboygan that exists to this day. Lack of planning on the part of the City has left many of us with ice packed roads that could have been cleaned up very easily had a "Snow Emergency" been used.

While I understand the overnight parking rules and the ease of keeping the roads clean overnight, sometimes you need to make better plans to make sure the job gets done. While the north and west sides of the street were plowed in the morning, the south and east sides of the streets were left a total mess. When 6:00 am rolled around and parking was allowed on both sides of the street there was no way to efficiently clear the streets until 2:00 the following morning, in the mean time many streets were left with ice covered roads. In my neighborhood I have not seen one salt truck come by to help melt down the bed of ice we were left to endure until warm enough weather sets in.

After 8.5 inches of wet and heavy snow and a plan to clear the east and south sides of the roads the next morning we have a recipe for disaster on the roads. I would like to see the Public Works Committee come up with a plan to address this issue so in the future we are not left with the mess we now have. The comments I read stated it snowed longer and we received more than was predicted. This to me is no excuse for poor planning by our streets department.

We need to deal in reality and react in a timely manner, after reading the comments of David Beibel the way I have it figured is it should take 2 or maybe 3 nights to clean up after a snow storm using the overnight plowing. Usually we see after a snow storm temperatures dropping to near sub zero which in this case thankfully did not happen, however this leads to more icing and makes it harder on the equipment to clean up.

It is time that the city puts a plan together to move into the proper operations for snow removal rather than count on a plan that was meant for a few inches of lighter snow. I shudder to think of what would have happened if we would have received the 12 inches others around us received. Would the city have been comfortable with the overnight plowing operation in that scenario as well?

Sincerely

A handwritten signature in black ink, appearing to read 'Jeff Radtke', with a long horizontal flourish extending to the right.

Jeff Radtke
1443 South 19th Street
Sheboygan, WI

VI

R. C. No. - 15 - 16. By PUBLIC PROTECTION AND SAFETY. February 1, 2016.

Your Committee to whom was referred R. O. No. 249-15-16 by the Chief of Police submitting his quarterly report showing the activities of the department for the period commencing October 1, 2015 and ending December 31, 2015; recommends that the Report of Office be accepted and placed on file.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II 249

Other Matters

7.2

R.O. No. - 15 - 16. By CHIEF OF POLICE. January 18, 2016.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing October 1, 2015 and ending December 31, 2015.

Part I Crimes	OCT		NOV		DEC		2015 TOTAL 4th QTR Actual Offenses	2014 TOTAL 4th QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	2	1	1	1	2	0	5	4
Robbery	1	0	2	2	3	1	6	10
Aggravated Assault	5	4	11	9	11	8	27	31
Burglary	9	6	13	0	9	5	31	32
Theft	77	38	85	30	74	35	236	275
Vehicle Theft	3	1	1	1	4	3	8	8
Arson	1	0	0	0	0	0	1	7
Total Part I Crimes	98	50	113	43	103	52	314	367
Total Current Actual Offenses	314		Total Current Cleared		145			
Same Quarter Last Year	367		Same Quarter Last Year		168			

*Pub. Prot
& Safety
Ac + File*

Traffic Arrests	
OCT	143
NOV	218
DEC	221
Current Quarter	582
Same Quarter Last Year	546

Other Arrests	
OCT	314
NOV	326
DEC	276
Current Quarter	916
Same Quarter Last Year	1063

Accidents Investigations	
Current Quarter	435
Same Quarter Last Year	434

Total Arrests	
Current Quarter	1498
Same Quarter Last Year	1609

Property	OCT	NOV	DEC	Current Quarter	Same Quarter Last Year
Value Property Stolen	54,089	36,323	20,252	110,664	126,723
Value Property Recovered	31,215	9,601	9,413	50,229	29,458
Percent Recovered	58	26	46	45	23

Chief of Police Christopher D. Domagalski

VI

R. C. No. - 15 - 16. By PUBLIC PROTECTION AND SAFETY. February 1, 2016.

Your Committee to whom was referred R. O. No. 252-15-16 by the Police Chief informing the Common Council that the Police Department will be temporarily remove the winter parking restrictions on the east side of S. 24th St. between Union Ave. and Elm Ave. from 5:00 a.m. to 6:00 a.m. through the end of the winter parking season on April 1, 2016; recommends that the Report of Officer be accepted and placed on file.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

3.5

R. O. No. 252- 15 - 16. By POLICE CHIEF. January 18, 2016.

Informing the Common Council that the Sheboygan Police Department will be exercising police powers so as to temporarily remove the winter parking restrictions on the east side of South 24th Street between Union Avenue and Elm Avenue from 5:00 a.m. to 6:00 a.m. through the end of the winter parking season on April 1, 2016. The purpose for exercising the police powers is to permit first shift workers at Old Wisconsin Sausage Company to park on the east side of South 24th Street when they arrive for their first shift jobs. Allowing this one hour waiver of the winter parking restrictions will avoid having those employees parking up the residential portion of the nearby neighborhood causing problems for the neighbors. It should be noted that this is a temporary solution, but that since many of the employees will be moving to the new Old Wisconsin factory there should be no need to permanently change the parking rules in this neighborhood.

*PPS.
approve.*

Police Chief

VIII

R. C. No. _____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. February 1, 2016.

Your Committee to whom was referred the following:

1. R. O. No. 253-15-16 by the Purchasing Agent submitting a request for purchase of a compact 4WD Extended cab pickup for the Sheboygan Police Department Parking Monitoring Patrol; and
2. Res. No. 131-15-16 by Alderperson Thiel authorizing entering into contract for the purchase of one (1) Police Department Compact Pickup Truck for Parking Compliance Patrol and Monitoring;

recommends that the Report of Officer be accepted and placed on file and the Resolution be passed.

Consent

 _____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.7

Res. No. 131 - 15 - 16. By Alderperson Thiel. January 18, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of One (1) Police Department Compact Pickup Truck for Parking Compliance Patrol & Monitoring.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Sheboygan Chevrolet Cadillac, Buick, GMC for the purchase of (1) 2016 Chevrolet Colorado 4WD Extended cab pickup at a total cost of \$ 25,861.50 including license and Title.

BE IT FURTHER RESOLVED: That the vehicle to be replaced will be sold at auction by the City of Sheboygan and the proceeds from which will be returned to the appropriate fund.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Police Department Account Number 10121140-994000 in the amount of \$25,861.50 in payment of same.

*PP&S
approve.*



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

II

3.6

R. O. No. 253- 15 - 16. By PURCHASING AGENT. January 18, 2016.

Submitting a Request for purchase of a compact 4WD Extended cab pickup for the Sheboygan Police Dept. Parking Monitoring and Patrol.

Upon conferring with the Chief of Police and Vehicle Maintenance Manager a specification was developed for the replacement of the current 2008 Chevrolet Colorado compact pickup truck.

Sheboygan Chevrolet Cadillac, Buick GMC expressed an interest in bidding against the State of WI contract for this vehicle.

Upon review of the bid received from Sheboygan Chevrolet Cadillac Buick GMC it was found that the price from the local dealer was marginally less than the State Contract.

The final price of the Bid from Sheboygan Chevrolet Cadillac Buick GMC including all requested accessories and license and Title is \$ 25,861.50

The current vehicle will be sold at auction with the proceeds to be returned to the Sheboygan Police Dept. Motor Vehicle Fund.

It is the recommendation that the purchase of the vehicle from the local dealer be approved in this instance.

*PP&S.
approve.*

Respectfully Submitted

Bernard R. Rammer
Purchasing Agent

IX

R. C. No. _____ - 15 - 16. By PUBLIC PROTECTION AND SAFETY. February 1, 2016.

Your Committee to whom was referred Gen. Ord. No. 44-15-16 by Alderperson Thiel creating a no parking zone on the north side of Broadway Avenue west of N. 12th St.; recommends that the Ordinance be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

XI

IX

6.2

Gen. Ord. No. 44 - 15 - 16. By Alderperson Thiel. January 18, 2016.

AN ORDINANCE creating a no parking zone on the north side of Broadway Avenue west of N. 12th Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized," the north side of Broadway Avenue from 120 feet west of the west curb line of N. 12th Street to 178 feet west of the west curb line of N. 12th Street is hereby added to the list of locations where no parking is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*PPS
approve.*

[Handwritten Signature]

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

X

44

THE BOARD OF DIRECTORS

OF THE COMPANY

RESOLVED THAT

THE AMOUNT OF

THE DIVIDEND BE

PAID TO THE SHAREHOLDERS

AS FOLLOWS

TO WIT

THE

SECRETARY

BY

THE

CHAIRMAN

OF THE BOARD

OF DIRECTORS

OF THE COMPANY

THIS

DAY OF

19

AT

IN

VII

R. C. No. _____ - 15 - 16. By SUSTAINABLE TASK FORCE. February 1, 2015.

Your Committee met and discussed the Green Tier Annual Report for 2015 and recommends the Common Council adopt the report and submits the report to the Green Tier Legacy Communities Charter to meet the requirements of being a member of the Green Tier Charter.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Green Tier Legacy Communities Annual Report, 2015



City of Sheboygan, Wisconsin
February, 2016

City of Sheboygan Sustainability Goals-----

Sheboygan's sustainability goals, policies, and action steps are outlined in the 2014 City of Sheboygan Sustainability Plan. The plan can be found here: <http://www.sheboyganwi.gov/wp-content/uploads/2015/03/Sustainability-Plan.pdf>

Green Tier Strategy Options-----

A copy of the Wisconsin Legacy Communities Strategy Options is included in this document. Last year, 2014, was Sheboygan's first year as a Green Tier Legacy Community and serves as a baseline from which to improve. The baseline set in 2014 by the City is only 130 points out of 325, or 40%. Sheboygan set a goal to reach 170 points, or 53% for 2015.

Summary of 2015 Actions-----

The following is an overview of sustainability measures the City of Sheboygan has undertaken in the year 2015.

Sheboygan Police Department "Bike Rodeos"- The Sheboygan Police Department holds multiple "rodeos" per year where children can come and learn bicycle safety, skills, and maintenance. The events are free and prepare children to safely ride their bicycles around their homes, in the community, and wherever they go.



City Employee Sustainability Week – City Planning organized Sustainability Week for all city employees to participate in. The week included distribution of a BINGO game focused on sustainability, as well as a pamphlet of information regarding easy sustainable actions at work and at home. Winners of the Sustainability BINGO game had to send pictures of themselves completing everyday sustainable tasks, and were then rewarded with a prize pack filled with sustainable goodies including reusable bags, water bottles, recycling bags, a bike light and strap, free passes to outdoor activities, and more. Sustainability week not only raised morale, but also helped city employees realize simple changes can be made to make everyone's lives more sustainable.

Recycling Bins for City Offices – The City of Sheboygan hasn't previously provided desk-side recycling bins to all employees, but this year an inventory was taken and those that wanted a desk-side bin received one. Communal office bins have existed in office areas for years, but during the inventory it was discovered that many employees were confused about what goes in the bins, and were unclear about how Sheboygan's single-sort recycling works. 87 desk-side Bins were distributed to those that requested them, and additional 8 communal bins were added in common areas and conference rooms.

Educational materials explaining what can be recycled in the bins were distributed at the same time, to clarify recycling procedure.

Advancement toward Marine Sanctuary Designation – President Obama announced in October of 2015 that the regional nomination for a National Marine Sanctuary in Wisconsin was officially selected by NOAA to begin the sanctuary designation process. In December 2014, Sheboygan, in cooperation with neighboring cities and the State of Wisconsin, submitted a nomination to be added to NOAA's inventory of places to consider as national marine sanctuaries. The nomination is focused on protecting and interpreting the nationally significant collection of shipwrecks, fostering partnerships with education and research partners, and increasing opportunities for tourism and economic development. It was endorsed by a diverse coalition of organizations and individuals at local, state, regional and national levels. This included elected officials, historical societies, businesses, museums, and environmental, recreational, conservation, fishing, tourism and educational groups.



Alliance for Great Lakes Beach Clean-up and Water Testing – In the Fall of 2015 the Alliance for Great Lakes teamed up with a Sheboygan area school, a local engineering firm, the City of Sheboygan, and the Sheboygan YMCA to organize an event where scientists, students, engineers and city staff gathered together to spend the day cleaning Deland Beach, testing the water quality, and planting Dune Grass. This day was devoted to helping the students gain a greater understanding of what a “healthy beach” is, and to restoring Deland Beach through clearing trash and debris as well as planting to mitigate erosion.

Great Lakes Shoreline Cities Green Infrastructure Grant – In April 2015, the City received a \$239,459 grant from the Great Lakes Restoration Initiative to install storm water treatment infiltration swales, beach restoration, and planting of native dune grasses at two City beaches: King Park and Deland Park. The purpose of the project is to reduce discharging of sediment, nutrients, chemicals, bacteria, and other contaminants into the Great Lakes. The project will also reduce threats to public health at beaches and nearshore areas in and around swimming beaches.

Extension and Connection of New York Avenue – The acquisition and demolition of a vacant department store which occupied an entire city-block in the heart of Sheboygan’s downtown allowed the City to reconnect New York Avenue between 7th and 8th Streets. Re-establishing the city street grid in this area allows for better efficiency through downtown, and additional street parking opportunities.

Development plans for increased Downtown Density – The City of Sheboygan is working with developers to bring two downtown developments to fruition. These two developments will bring 172 new market rate units into Sheboygan’s downtown core. This increased downtown density will spur Sheboygan’s downtown commercial businesses and continued development while improving Sheboygan’s accessibility and walkability. These developments will provide much needed housing options for young professionals who are finding work in the Sheboygan area, but are currently forced to live elsewhere and commute. With the addition of this market rate housing, Sheboygan will see a reduction in the amount of time workers spend commuting, often from places outside of Sheboygan County.



Street Sweeping – Sheboygan lies on the coast of Lake Michigan and one way we protect our waterfront is to sweep the streets to prevent dirt and debris from being carried into the waterway by stormwater. Sheboygan sweeps the streets for 32 weeks (128 Days) per year, and in 2015 Sheboygan collected 850.53 tons of sweeping debris.

Goals Established for Sustainable Sheboygan Task Force – The Sustainable Sheboygan Task Force reevaluated progress it has made in sustainable initiatives, and decided to reorganize and create goals, and workgroups tasked with completing each goal. The four focuses are: increasing recycling, creating a rain barrel program, continuing work on the recycling program, and creating outreach/educational opportunities including a sustainability website.

State Energy Grant for LED Light Fixtures – The City of Sheboygan was awarded a matching \$75,000 Planning and Implementing Clean Energy Investment in Wisconsin Communities Grant from the State of Wisconsin Energy Office which will allow the conversion of 168 street-light fixtures in a high-traffic area from High Pressure Sodium (HPS) fixtures to high-efficiency LED fixtures. Once this project is complete, 10% of city-owned street-light fixtures in Sheboygan will be high-efficiency LED fixtures.

City Sustainability Internship – The City of Sheboygan welcomed the first Sustainability Intern over the summer of 2015. This internship opportunity was created for a full time student who is on summer break to assist City Staff and the Sustainable Sheboygan Task Force complete some of the short-term action steps outlined in the City’s Sustainability Plan. The Sustainability Intern completed research on sustainable initiatives, and helped create materials related to sustainability. The Sustainability Intern works in the Planning Department, and is exposed to city processes and procedures to learn about how municipal government works. The City plans on continuing this internship program with another intern in the summer of 2016.

Blue Bag Recycling Campaign – Sheboygan has entered into a contract where no charge will be applied

to the transfer of recycling materials which led the city to increase the effort to reduce the amount of Landfill created in the City. In the Spring of 2015, the Sheboygan Water Utility mailed approximately 15,000 recycling brochures to property owners in the quarterly water bills. Sheboygan’s Blue Bag Campaign is targeted at increasing residential recycling within the city. This program will in turn reduce the amount being transferred to the landfill, which will not only save precious resources through recycling but will also save Sheboygan money. The Sustainable Sheboygan Task Force is spearheading the campaign and has created handouts and educational pieces on recycling that are distributed throughout the City. Along with the handouts, the City of Sheboygan purchased a supply of blue bags to be distributed along with the educational materials. Sheboygan has seen an increase in recycling rates recently, and plans to escalate the Blue Bag Recycling Campaign to see even greater results in the future. In 2015 an additional 435 tons of recycling was collected, and Sheboygan achieved 20% of the goal to recycle 40% of curbside waste.



Hot in Place Asphalt Recycling – In 2015 Sheboygan employed Hot in Place Asphalt Recycling to resurface city streets. This method of resurfacing re-uses the street’s own existing asphalt by heating the surface, regrinding and combining the asphalt with new materials until the desired texture is achieved and the surface can be laid. The hot in place asphalt method saves resources by re-using the existing asphalt, saves the City money, and lessens inconvenience as it takes a fraction of the amount of time as more traditional methods of street resurfacing. Sheboygan hired a firm specializing in this technique to resurface four highly-trafficked streets including: 8th Street, 15th Street, North Avenue, Taylor Heights Frontage Road, and Union Avenue. Based on the success of this project, Sheboygan plans to include Hot in Place Asphalt Recycling as an option for future street resurfacing projects where the technique might be viable.



Planning for Implementation of a Bikeshare System – Sheboygan is committed to providing residents and visitors with multiple transportation options within the urban core. In 2015 Sheboygan vetted bikeshare companies and narrowed the decision while securing funds and planning locations for bikeshare stations. Sheboygan’s bikeshare system is being planned to launch in 2016.

Tree Planting – The city planted 24 trees along South Talyer Drive as part of the road construction project. The city hired Bluestem Forestry to conduct a planting inventory in 2015. This inventory will show all public boulevard sites that need a tree and what type of tree. This is scheduled to be completed in March of 2016 and we will use this plan to start planting 200 plus trees a year. The City

held its annual Arbor Day celebration in April, planting three trees in Fountain Park with fourteen, fourth grade students, from Leadership Academy.

Pennsylvania Avenue Improvements – In Spring 2015, the City received a grant from the Wisconsin Department of Administration Community Development Block Grant- Disaster Recovery program to reconstruct Pennsylvania Avenue and upgrade the storm sewer and to install new LED street lights.

Recycling at Transit Station – The City installed two outdoor recycling receptacles at the Shoreline Metro Bus Transit Station located in downtown Sheboygan, directly across from City Hall. The receptacles are located near existing trash receptacles and are being monitored for proper use. These are the first municipal recycling receptacles placed in a public space in the city.

Dedicated Bus Route, “The Square” – Sheboygan’s public transit, Shoreline Metro, in cooperation with the Business Improvement District Sheboygan Squared, and the City of Sheboygan, created a dedicated bus route called The Square that runs between Memorial Day and Labor Day on a route through Sheboygan’s core districts: Downtown, South Pier, and Riverfront.

Residents and visitors alike can enjoy visiting between these districts with ease, and without driving and finding parking for their own vehicles. The Square reduces the need for private automobile transportation between these areas, and operates at a reduced service rate. A special bus wrap was designed and implemented to signify The Square. Outreach and route advertising was distributed throughout these districts when the route was launched. This initiative was well received and Shoreline Metro will continue to run The Square seasonally in years to come.



Grocery Co-op Expansion – Sheboygan has been home to a co-op grocery store, Goodside Grocery, for years. Previously, Goodside Grocery was located in a space within a local coffee shop. In 2015 Goodside Grocery was granted an Economic Development Loan through the City of Sheboygan in order to expand into a vacant storefront on 8th Street, the main street running through Sheboygan’s downtown.

Control non-native invasive species in right-of-ways, parks and other public areas – Over the past three years, EPA, DNR and City partnered on a project to remove invasive species adjacent to the Sheboygan River as part of grant received from the Great Lakes Restoration Initiative. Treatment was had on private and public properties to try to control the spread of invasive species into other areas of the City. The city completed a four year Lake Shore phragmites project in 2015. The city received a DNR grant to aid in the removal of phragmites along the lake shore. The city hired Stantec to perform the removal.

Maple Forestry Program - The City partnered with the Maywood Trust to hire a Forester and Logger to remove ash trees and dead and or maple trees that are not producing sap, to release smaller Maple tree, so they can grow bigger. This is done in an effort to preserve our Maple Forestry education program at Maywood Park.

Designation of City Sustainability Coordinator – Chad Pelishek, the Director of Planning and Development, was designated as the Sustainability Coordinator for the City of Sheboygan

Sheboygan Wastewater Treatment Plant Upgrades - The Sheboygan Regional Wastewater Treatment Facility (WWTF) has served the City of Sheboygan, City of Sheboygan Falls, Village of Kohler, Town of Lima, Town of Sheboygan, Town of Sheboygan Falls, and Town of Wilson since 1980. Wastewater discharged through the sanitary sewers of these communities is treated, recovering the nutrients, and producing a natural, exceptional quality soil fertilizer. Sheboygan produces this product via a Huber Medium Temperature Belt Dryer that was installed in 2014 at a cost of \$7,916,417. The bio-solids dryer was selected as a remedy to the bio-solids storage shortage. The Sheboygan Regional WWTF did not meet 180 day bio-solids storage requirement and was under a 4-year Compliance Schedule. The sludge that is produced as a byproduct of the wastewater treatment processes is anaerobically digested, dewatered, and then dried to a moisture content of less than 10%. The dryer will utilize biogas produced in the anaerobic digestion process and the waste heat from the plant's micro-turbines to heat the dryer to approximately 204 degrees Fahrenheit. The final product is a pellet sized dry product that is a high quality fertilizer that is safe to use on lawns, shrubs, trees, flowers, vegetables, and as a general soil treatment.

Sheboygan's dryer is designed to dry approximately half of the bio-solids produced by the facility's treatment process. By drying half of the liquid bio-solids produced, the Sheboygan Regional WWTF was able to diversify the bio-solids disposal and reuse options, while minimizing capital and construction cost. The liquid bio-solids are land applied via injection into agricultural fields as a natural and beneficial fertilizer. Land application of the liquid bio-solids is limited by season,

weather conditions, and field availability. The dried bio-solids are an Exceptional Quality, Class A product that can be used in residential and agricultural applications, as well as, landfilled if necessary. There are only two Huber Medium Temperature Belt dryers installed in the United States; the first installation is in North Carolina, the second installation is at the Sheboygan Regional WWTF. There are only two bio-solids dryers installed and operating in Wisconsin: one at the Milwaukee Metropolitan Sanitary District (MMSD) and one at the Sheboygan Regional WWTF.



II

R. O. No. _____ - 15 - 16. By PURCHASING AGENT. February 1, 2016.

Submitting report documenting the tabulation of bids of Bid #1903-16 for the purchase of (168) Philips Gardco Direct replacement LED upgrade kits for the Philips Gardco fixtures located on Kohler Memorial Drive between North 14th Street and Taylor Drive.

The City of Sheboygan will utilize funding from a fifty percent matching grant from the State of WI Energy office to offset the purchase assuming that the project is completed prior to June 1, 2016

Please note that City currently has many of these manufacturer supplied kits in use and has found them to be of excellent quality and very easy to install by City Electrical Dept. Staff. This is an important consideration because of time constraints and high traffic flow on this roadway,

BASE BIDS

(168) Philips # RKL C/M22 3 110LA NW UNIV SPR Fixture manufacturer supplied retrofit kits-Delivered

VENDOR	CITY	COST PER KIT	TOTAL COST	Lead time
Standard Electric Supply	Sheboygan	\$ 1,035.00	\$ 173,880.00	45 days
Werner Electric Supply	Sheboygan	\$ 942.00	\$ 158,256.00	Not given
Viking Electric Supply	Sheboygan	\$ 947.92	\$ 159,250.56	42 days
Spectrum Lighting Ltd	Waukesha	\$ 885.00	\$ 148,680.00	90 days
EcoManity	Elkhart Lake	\$ 964.90	\$ 162,103.20	75 to 90 days

ALTERNATE BIDS

(168) Neu-Tech Energy Solutions # NT-RT-75-5-STD with custom made mounting brackets to fit the Philips Gardco Fixtures-Delivered

VENDOR	CITY	COST PER KIT	TOTAL COST	Lead Time
Eco-Manity	Elkhart Lake	\$ 378.45	\$ 63,579.60	45-60 days

The recommendation is to accept the Base Bid using Manufacturer supplied kits as supplied by Spectrum Lighting of Waukesha WI

Respectfully submitted,
Bernard R. Rammer
Purchasing Agent

*Suspend
Acq File*

II

R. O. No. _____ - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a communication from Kris and Andy Angermeier requesting that they be refunded the overpayment of Personal Property Taxes on equipment at their business (K&A Enterprises, Inc./Hawaiian Tan).

Inance

City Clerk

III

JAN 20 '16 PM 12:25

Jake

To whom it concerns,

This is an explanation on what has happened and I am asking that you please consider the appeal not only to do what is right, but to also help local small businesses thrive in the Sheboygan county area as we need this to keep our community alive. Over taxation pinches off our lifeline of the income we need to thrive and grow.

Personal property tax for 2829 N. 15th St. Sheboygan, WI 53083, K+A Enterprises, Inc. DBA Hawaiian Tan; we leased an automated and heated spray tan unit valued at \$25,000-30,000 in December 2013 through Direct Capital. Our accountant mistakenly put it as owned instead of leased on our 2014 Prepared Statement of Personal Property form due March 1st 2014. January of 2015 we paid our personal property tax which would have included this spray tan unit. At the end of March 2015, March 25th to be exact, we were billed by the leasing company, Direct Capital, for the same thing. Being new business owners, we didn't really know what had taken place until a few months later. Our accountant's office called the assessor's office and we were told there was no recourse. However, the fact remains that we paid personal property tax twice for the same unit. Fast forward to 2015 personal property tax due January 31st, 2016 for the 2015 year, we are again looking at the possibility of paying this tax on this spray tan unit twice, unless you can help us with this.

By the time we figured out what had happened, it was well past the March 1st due date for the 2015 Prepared Statement of Personal Property form to be altered. Things have crossed paths but at different times not allowing us to correct the Prepared Statement of Personal Property form for 2015. We have it changed for the 2016 of course but still need the situation remedied.

We are asking that you please grant our appeal and refund the overpayment, as no matter how you look at it, the tax was paid twice and not refunding it is morally and ethically wrong. Call it undo enrichment or even fraud if you will.

As a local business owner, the times are tough; the community is struggling a bit with keeping local businesses in the area. Please help do the right thing so that we can thrive and grow and help Sheboygan be a great community that will thrive and grow as well.

Sincerely,

Kris & Andy Angermeier

K+A Enterprises, Inc.

DBA Hawaiian Tan

2829 N. 15th, Sheboygan, WI 53083

K Angermeier 1-2016 920-207-0807

ANDY ANGERMEIER 920-287-6094

II

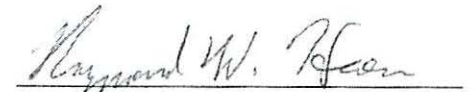
R. O. No. - 15 - 16 . By BOARD OF WATER COMMISSIONERS. February 1, 2016.

To the Honorable Mayor and Common Council:

The Sheboygan Board of Water Commissioners requests that the Common Council authorize and set a sale date for Water Utility revenue refunding bonds in the amount of approximately \$2,200,000 that will be used to pay off and refund the 2005 Water Revenue Bonds. The latter bonds are callable on May 1, 2016. The interest rate on the 2005 Bonds is approximately 4.1%. With anticipated market conditions (1.85% bond yield), the Utility anticipates savings of approximately \$211,853 during the remaining bond payment schedule from 2016 through 2025.

Finance


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

Attachments

II

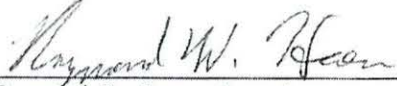
R. O. No. - 15 - 16 . By BOARD OF WATER COMMISSIONERS. January 18, 2016.

To the Honorable, the Mayor and Common Council:

The Board of Water Commissioners requests permission to use one of the City's free Blue Harbor conference center days, on or close to October 13, 2016, in order to host a quarterly meeting of the West Shore Water Producers group. The meetings normally attract 80 individuals from outside of the local area.

Finance


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

Attachments

Eger Lahm

ART+DESIGN

1-18-16

~~4 SHEBOYGAN'S~~
~~TRAFFIC HAZARD~~

Dear Mr. David Biebel,

As a resident of North 2ND St. & driving East on Superior Ave every day, I can not believe how the, public works dept. leaves the, "6th + Superior," circle, so — Poorly Marked. I have seen circles all over the country & this is the most poorly marked circle I have ever saw.

- Enclosed are a couple of suggestions I am offering & do hope the 4th accident with a pole can be prevented.

C.C. Mike Vandursteen ✓
C.C. Sheb. Police Traffic Dept. ✓

Sincerely,
Eger

— TRAFFIC ISLAND
— SEATTLE WA —



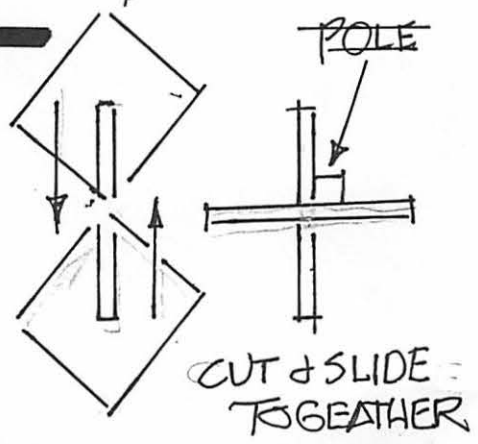
REAL
REFLECTORS
ON POLES
& CIRCLE



REAL
REFLECTORS

SHERBOYGAN'S
— TRAFFIC HAZARD —

TRAFFIC ISLAND
- SHEBOYGAN WI.
6TH + SUPERIOR



REFLECTORS
\$1.50 @ RETAIL AT "TRILLINGS"



ROGER LAHM
458-9033

YELLOW TAPE?
- EVER HEAR OF REFLECTORS? -

II

R. O. No. _____ - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a claim from Kristen and Andrew Angermeier for overpayment of personal property tax bill for 2014 (Hawaiian Tan).

Inance

City Clerk

DATE RECEIVED _____

RECEIVED BY

MD
JAN 27 '16 PM 12:24

CLAIM NO.

21-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: KRISTEN & ANDREW ANGERMEIER
2. Home address of Claimant: 2606 N. 8TH ST. SHEBOYGAN, WI 53083
3. Home phone number: 920.207.0807
4. Business address and phone number of Claimant: 2829 N. 15TH ST. SHEBOYGAN, WI
920.452.0011
5. When did damage or injury occur? (date, time of day) 2014
6. Where did damage or injury occur? (give full description) OVERPAYMENT OF PERSONAL PROPERTY TAX BILL. WAS TOWD BY CITY PERSONNEL THAT A REFUND OF THE OVERPAYMENT WAS NOT POSSIBLE
7. How did damage or injury occur? (give full description) SEE ATTACHMENT "A"
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: CITY ASSESSOR, CITY ATTORNEY
 - (b) Claimant's statement of the basis of such liability: BOTH CITY ENTITIES TOWD ME THEY WERE UNABLE TO ACT UPON THE OVERPAYMENT OF THE TAX BILL.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: N/A
 - (b) Claimant's statement of basis for such liability: N/A

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

NO INJURY. LOSS OF MONEY DUE TO OVERPAYMENT

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below PERSONAL PROPERTY TAX) \$ 648 86 SEE ATTACHMENT "B"

TOTAL \$ 648 86

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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

SIGNATURE OF CLAIMANT

Andrew J. [Signature]
[Signature]

DATE 01/26/2016

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

1-26-16

DATE RECEIVED _____

RECEIVED BY MD

CLAIM NO. 2115

CLAIM

Claimant's Name: <u>ANDREW & KRISTEN AUGENMEIER</u>	Auto	\$ _____
Claimant's Address: <u>2606 N. 8TH ST.</u>	Property	\$ _____
<u>SHEBOYGAN, WI 53083</u>	Personal Injury	\$ _____
Claimant's Phone No. <u>920.207.0807</u>	Other (Specify below)	\$ <u>648.86</u>
<u>920.287.6094</u>	<u>PERSONAL PROPERTY TAX</u>	
	TOTAL	\$ <u>648.86</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$648.86. SEE ATTACHMENT "B"

SIGNED [Signature] X [Signature] DATE: 01/26/2016

ADDRESS: 2606 N. 8TH ST. SHEBOYGAN, WI 53083

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

A

City of Sheboygan Notice of Damage or Injury Form – Item #7

This is an explanation on what has happened and I am asking that you please consider the appeal not only to do what is right, but to also help local small businesses thrive in the Sheboygan county area as we need this to keep our community alive. Over taxation pinches off our lifeline of the income we need to thrive and grow.

Personal property tax for 2829 N. 15th St. Sheboygan, WI 53083, K+A Enterprises, Inc. DBA Hawaiian Tan; we leased an automated and heated spray tan unit valued at \$25,000-30,000 in December 2013 through Direct Capital. Our accountant mistakenly put it as owned instead of leased on our 2014 Prepared Statement of Personal Property form due March 1st 2014. January of 2015 we paid our personal property tax which would have included this spray tan unit. At the end of March 2015, March 25th to be exact, we were billed by the leasing company, Direct Capital, for the same thing. Being new business owners, we didn't really know what had taken place until a few months later. Our accountant's office called the assessor's office and we were told there was no recourse. However, the fact remains that we paid personal property tax twice for the same unit. Fast forward to 2015 personal property tax due January 31st, 2016 for the 2015 year, we are again looking at the possibility of paying this tax on this spray tan unit twice, unless you can help us with this.

By the time we figured out what had happened, it was well past the March 1st due date for the 2015 Prepared Statement of Personal Property form to be altered. Things have crossed paths but at different times not allowing us to correct the Prepared Statement of Personal Property form for 2015. We have it changed for the 2016 of course but still need the situation remedied.

We are asking that you please grant our appeal and refund the overpayment, as no matter how you look at it, the tax was paid twice and not refunding it is morally and ethically wrong. Call it undo enrichment or even fraud if you will.

As a local business owner, the times are tough; the community is struggling a bit with keeping local businesses in the area. Please help do the right thing so that we can thrive and grow and help Sheboygan be a great community that will thrive and grow as well.

Sincerely,

Kris & Andy Angermeier

K+A Enterprises, Inc.

DBA Hawaiian Tan

2829 N. 15th, Sheboygan, WI 53083

DIRECTCAPITAL

a **CIT** company

155 Commerce Way Portsmouth, New Hampshire 03801

Address Service Requested

(B)

Remittance Section

Contract Number:	022-0033404-000
Invoice Number:	1526692
Invoice Date:	03/02/2015
Due Date:	03/25/2015
Total Due:	\$1,496.18

4526004310 PRESORT 4310 1 MB 0.432 P1C17 <>



K. A. ENTERPRISES, INC.
2829 N 15TH ST
SHEBOYGAN WI 53083-3944

The Total Amount Due will be withdrawn from your bank account on the due date.

DIRECTCAPITAL
a **CIT** company

Contract Number: 022-0033404-000
Invoice Number: 1526692

Invoice Date: 03/02/2015
Due Date: 03/25/2015
Total Due: \$1,496.18

Important Messages

Need a cash infusion? Ask about Working Capital. Funds for Any Opportunity.

Access up to \$150,000 for unexpected business opportunities that you just can't pass up!

- Fast 24 hour approval and funds available within 3-5 days
- Use it for virtually anything
- Low fixed payments

Call your finance manager today at 800-253-0157 and ask about Working Capital.

CONTRACT NUMBER	DESCRIPTION	DUE DATE	CONTRACT PAYMENT	SALES / USE TAX	TOTAL
022-0033404-000	TanningBed-TanningB eds				
	PAYMENT	03/25/2015	731.73	36.59	768.32
	ADMIN FEE PPT 2014	03/25/2015	79.00	0.00	79.00
	PROPERTY TAX 2014	03/25/2015	648.86	0.00	648.86

Call us today to add or upgrade equipment on your account.

PLEASE PAY THIS AMOUNT:

\$1,496.18

03/10 CARA: DC WAS BILLED BY STATE OF WISCONSIN FOR PROPERTY TAX ON OUR PIECE OF EQUIP. I REQUESTED A COPY OF THAT INVOICE

03/23 Joyce: PASSING ONTO CARA

Interim Rent: Prorated amount that covers the time frame between the funding date and first full billing cycle.

If you have questions regarding your bill, please give us a call and we will be happy to assist you • 1-800-253-0157

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2014

DIRECT CAPITAL CORP.
155 COMMERCE WAY

PROPERTY NUMBER: 59281815340

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

1165

SSOR

Correspondence should refer to Property Number.

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	<input type="checkbox"/> A star in this box means unpaid prior year taxes.
		24,050	96.906			24,820	

taxing JURISDICTION	2013		2014		% Tax Change
	Est. State Aids Allocated Tax Dist	Est. State Aids Allocated Tax Dist	2013 Net Tax	2014 Net Tax	
FATE				4.21	
JUNTY		1607575		136.22	
- SHEBOYGAN		13295672		229.37	
CHL - 5271		51856061		259.72	
CDB 11		719585		19.34	
TOTAL		67478893		648.86	
		Lottery & Gaming Credit		648.86	100.0
		Net Property Tax			

NET PROPERTY TAX **648.86**

TOTAL DUE FOR FULL PAYMENT
PAY BY JANUARY 31, 2015
\$648.86

School taxes reduced by school levy tax credit **44.48**

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

Net Assessed Value Rate (Does NOT reflect Lottery Credit)
26.9804214

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse

2829 N 15TH ST

DIRECT CAPITAL CORP
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243

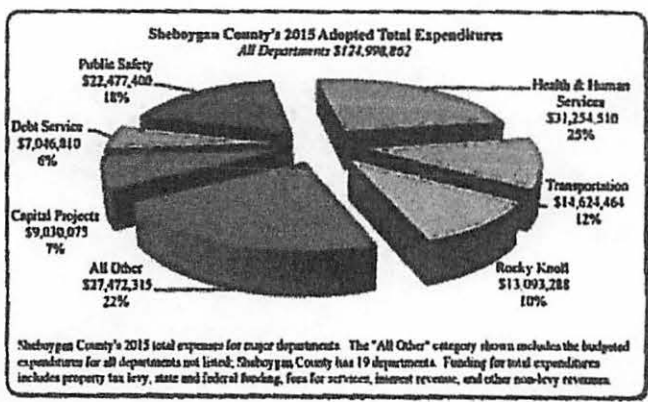
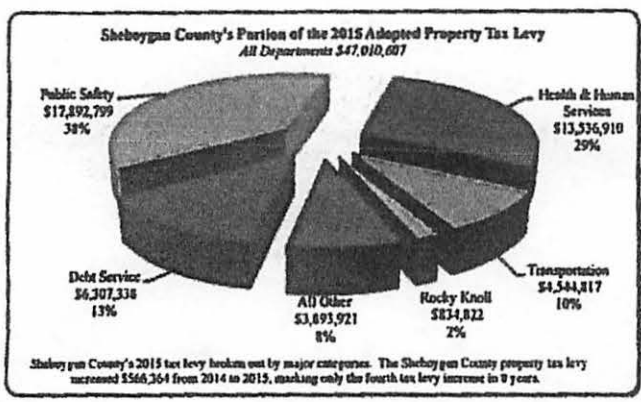
1st Installment by JANUARY 31, 2015 **648.86**
2nd Installment by JULY 31, 2015

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
RETAIN THIS PORTION AS YOUR COPY

TEAR HERE

TEAR HERE

Sheboygan County Budget Summary
2015 Adopted Budget



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concerning your assessment... You must prove that you... ity is inequitably assessed whe... compared to the general level of assessment within your tax district.

The Department of Revenue has completed "A Guide for Property Owners" which explains the general property tax system. If you would like a copy, please contact the Department of Revenue, Assessment Practices, Box 8971, Madison, WI 53708-8971. Property tax publications can be found at the following web address: <http://www.revenue.wi.gov> under publications

NOTE: A "doomage" assessment is an estimated assessment, based on the best information obtainable when a person fails to file or files an incomplete Statement of Personal Property as required by law.



K. + A. ENTERPRISES, INC.
2829 N. 15th
Sheboygan, WI 53083

Contract # 001-0033404-000

RE: Personal Property Taxes on your Direct Capital Lease

Thank you for choosing Direct Capital Corporation for your financing needs. Direct Capital would like to inform you that the annual personal property tax amount for your equipment will be included on your **March** invoice.

Direct Capital, throughout the duration of your lease, is considered the owner of the leased equipment, and is invoiced directly from your State or County Assessor's office. Direct Capital pays the tax on your behalf, and in turn passes the tax expense through to you, per section 17 of your Lease Agreement.

Please feel free to contact Customer Service at 800-253-0157 if you should have any questions.

Sincerely,

Direct Capital

II

R. O. No. _____ - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a claim from Kristen and Andrew Angermeier for overpayment of personal property tax bill for 2015 (Hawaiian Tan).

Finance

City Clerk

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: KRISTEN & ANDREW ANGERMEIER
2. Home address of Claimant: 2606 N. 8TH ST. SHEBOYGAN, WI 53083
3. Home phone number: 920.207.0807
4. Business address and phone number of Claimant: 2829 N. 15TH ST. SHEBOYGAN WI
920.452.0011
5. When did damage or injury occur? (date, time of day) 2015
6. Where did damage or injury occur? (give full description) OVERPAYMENT OF PERSONAL PROPERTY TAX BILL. WAS TOLD BY CITY PERSONNEL THAT A REFUND OF THE OVERPAYMENT WAS NOT POSSIBLE.
7. How did damage or injury occur? (give full description) SEE ATTACHMENT "A"
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: CITY ASSESSOR, CITY ATTORNEY
 - (b) Claimant's statement of the basis of such liability: BOTH CITY ENTITIES TOLD ME THEY WERE UNABLE TO ACT UPON THE OVERPAYMENT OF THE TAX BILL.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: N/A
 - (b) Claimant's statement of basis for such liability: N/A

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

NO INJURY. LOSS OF MONEY DUE TO OVERPAYMENT

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) PERSONAL PROPERTY TAX \$ 648 86 SEE ATTACHMENT "B"
TOTAL \$ 648 86

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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

SIGNATURE OF CLAIMANT

[Handwritten Signature]
[Handwritten Signature]

DATE 01/26/2016

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

1-26-16

RECEIVED BY MD

CLAIM NO. 2015

CLAIM

Claimant's Name: ANDREW & KRISTEN AUGENHEIMER \$ _____

Claimant's Address: 2606 N. 8TH ST. Property \$ _____
SHEBOYGAN, WI 53083 Personal Injury \$ _____

Claimant's Phone No. 920.207.0807 Other (Specify below) \$ 648.86
920.287.6094 PERSONAL PROPERTY TAX TOTAL \$648.86

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$648.86. SEE ATTACHMENT "B"

SIGNED [Signature] DATE: 01/26/2016

ADDRESS: 2606 N. 8TH ST. SHEBOYGAN, WI 53083

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
 MAIL TO: CLERK'S OFFICE
 828 CENTER AVE #100
 SHEBOYGAN WI 53081

A

City of Sheboygan Notice of Damage or Injury Form – Item #7

This is an explanation on what has happened and I am asking that you please consider the appeal not only to do what is right, but to also help local small businesses thrive in the Sheboygan county area as we need this to keep our community alive. Over taxation pinches off our lifeline of the income we need to thrive and grow.

Personal property tax for 2829 N. 15th St. Sheboygan, WI 53083, K+A Enterprises, Inc. DBA Hawaiian Tan; we leased an automated and heated spray tan unit valued at \$25,000-30,000 in December 2013 through Direct Capital. Our accountant mistakenly put it as owned instead of leased on our 2014 Prepared Statement of Personal Property form due March 1st 2014. January of 2015 we paid our personal property tax which would have included this spray tan unit. At the end of March 2015, March 25th to be exact, we were billed by the leasing company, Direct Capital, for the same thing. Being new business owners, we didn't really know what had taken place until a few months later. Our accountant's office called the assessor's office and we were told there was no recourse. However, the fact remains that we paid personal property tax twice for the same unit. Fast forward to 2015 personal property tax due January 31st, 2016 for the 2015 year, we are again looking at the possibility of paying this tax on this spray tan unit twice, unless you can help us with this.

By the time we figured out what had happened, it was well past the March 1st due date for the 2015 Prepared Statement of Personal Property form to be altered. Things have crossed paths but at different times not allowing us to correct the Prepared Statement of Personal Property form for 2015. We have it changed for the 2016 of course but still need the situation remedied.

We are asking that you please grant our appeal and refund the overpayment, as no matter how you look at it, the tax was paid twice and not refunding it is morally and ethically wrong. Call it undo enrichment or even fraud if you will.

As a local business owner, the times are tough; the community is struggling a bit with keeping local businesses in the area. Please help do the right thing so that we can thrive and grow and help Sheboygan be a great community that will thrive and grow as well.

Sincerely,

Kris & Andy Angermeier

K+A Enterprises, Inc.

DBA Hawaiian Tan

2829 N. 15th, Sheboygan, WI 53083

DIRECTCAPITAL

a **CIT** company

155 Commerce Way Portsmouth, New Hampshire 03801

Address Service Requested

Remittance Section

Contract Number:	022-0033404-000
Invoice Number:	1526692
Invoice Date:	03/02/2015
Due Date:	03/25/2015
Total Due:	\$1,496.18

4526004310 PRESORT 4310 1 MB 0.432 P1C17 <



K. A. ENTERPRISES, INC.
2829 N 15TH ST
SHEBOYGAN WI 53083-3944

The Total Amount Due will be withdrawn from your bank account on the due date.

DIRECTCAPITAL

a **CIT** company

Contract Number: 022-0033404-000
Invoice Number: 1526692

Invoice Date: 03/02/2015
Due Date: 03/25/2015
Total Due: \$1,496.18

Important Messages

Need a cash infusion? Ask about Working Capital. Funds for Any Opportunity.
Access up to \$150,000 for unexpected business opportunities that you just can't pass up!

- Fast 24 hour approval and funds available within 3-5 days
- Use it for virtually anything
- Low fixed payments

Call your finance manager today at 800-253-0157 and ask about Working Capital.

CONTRACT NUMBER	DESCRIPTION	DUE DATE	CONTRACT PAYMENT	SALES / USE TAX	TOTAL
022-0033404-000	TanningBed-TanningB eds				
	PAYMENT	03/25/2015	731.73	36.59	768.32
	ADMIN FEE PRT 2014	03/25/2015	79.00	0.00	79.00
	<u>PROPERTY TAX 2014</u>	03/25/2015	648.86	0.00	<u>648.86</u>

Call us today to add or upgrade equipment on your account.

PLEASE PAY THIS AMOUNT:

\$1,496.18

03/10 CARA: DC WAS BILLED BY STATE OF WISCONSIN FOR PROPERTY TAX ON OUR PIECE OF EQUIP. I REQUESTED A COPY OF THAT INVOICE

03/23 Joyce: PASSING ONTO CARA

Interim Rent: Prorated amount that covers the time frame between the funding date and first full billing cycle.

If you have questions regarding your bill, please give us a call and we will be happy to assist you • 1-800-253-0157

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2014

165 COMMERCE WAY

**CITY OF SHEBOYGAN
 SHEBOYGAN COUNTY**

1165 SSOT

PROPERTY NUMBER: 59281815340

(Discrepancies should refer to Property Number.)

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	<input type="checkbox"/> A star in this box means unpaid prior year taxes.
		24,050	96.906			24,820	

ASSASSING JURISDICTION	2013		2014		% Tax Change	NET PROPERTY TAX
	Est. State Aids Allocated Tax Dist	2013 Net Tax	Est. State Aids Allocated Tax Dist	2014 Net Tax		
FATE COUNTY -SHEBOYGAN JHL - 5271 CDB 11			1607575	136.22	4.21	
			13295672	229.37		
			51856061	259.72		
			719585	19.34		
TOTAL			67478893	648.86		648.86
			Lottery & Gaming Credit			
			Net Property Tax	648.86	100.0	

School taxes reduced by school levy tax credit **44.48**

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

Net Assessed Value Rate (Does NOT reflect Lottery Credit) **26.9804214**

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See Reverse

2829 N 15TH ST

DIRECT CAPITAL CORP
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243

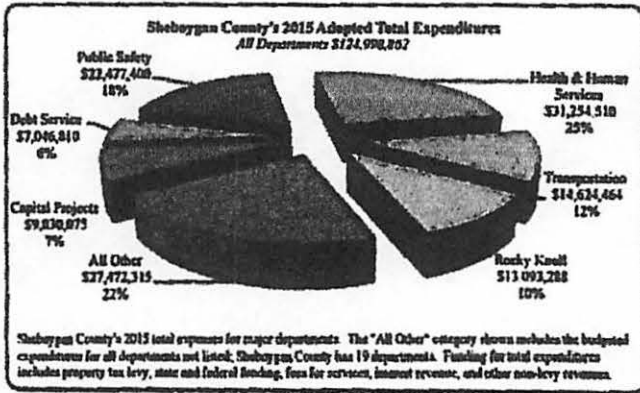
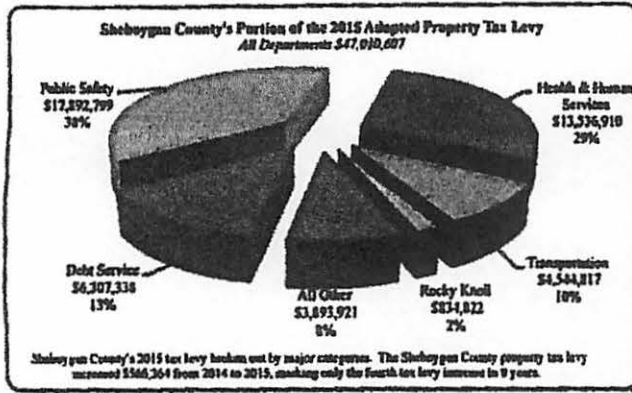
1st Installment by JANUARY 31, 2015 **648.86**
 2nd Installment by JULY 31, 2015

SEE REVERSE SIDE FOR IMPORTANT INFORMATION
 RETAIN THIS PORTION AS YOUR COPY

TEAR HERE

TEAR HERE

**Sheboygan County Budget Summary
 2015 Adopted Budget**



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concerning your assessment... The Department of Revenue has completed "A Guide for Property Owners" which explains the general property tax system. If you would like a copy, please contact the Department of Revenue, Assessment Practices, Box 8971, Madison, WI 53708-8971. Property tax publications can be found at the following web address: <http://www.revenue.wi.gov> under publications

NOTE: A "doomage" assessment is an estimated assessment, based on the best information obtainable when a person fails to file or files an incomplete Statement of Personal Property as required by law.



K.+ A. ENTERPRISES, INC.
2829 N. 15th
Sheboygan, WI 53083

Contract # 001-0033404-000

RE: Personal Property Taxes on your Direct Capital Lease

Thank you for choosing Direct Capital Corporation for your financing needs. Direct Capital would like to inform you that the annual personal property tax amount for your equipment will be included on your **March** invoice.

Direct Capital, throughout the duration of your lease, is considered the owner of the leased equipment, and is invoiced directly from your State or County Assessor's office. Direct Capital pays the tax on your behalf, and in turn passes the tax expense through to you, per section 17 of your Lease Agreement.

Please feel free to contact Customer Service at 800-253-0157 if you should have any questions.

Sincerely,

Direct Capital

II

R. O. No. - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a claim from Tanner Hawkins for alleged damages to his truck when the garbage truck hit the side and front corner of his truck.

Inance

City Clerk

RECEIVED
JAN 28 '16 PM 4:52

RECEIVED BY MD
CLAIM NO. 22-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JAN 28 '16 PM 4:52

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

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

1. Name of Claimant: Tanner Hawkins
2. Home address of Claimant: 2010 S. 25th Street
3. Home phone number: 920-457-6540
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 01/21/2016 9am

6. Where did damage or injury occur? (give full description) EAST side of Street, 2011 South 25th Street

7. How did damage or injury occur? (give full description) The garbage truck hit the side and front corner of truck

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

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

(b) Claimant's statement of the basis of such liability: it was the city garbage truck

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

(a) Public property alleged to be dangerous: _____

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

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

"NO injuries"

Truck has Damage to Side & Front of vehicle

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

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

Auto: \$ ~~3,731.01~~ ^{3,011.33}

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ ^{3,011.33} ~~3,731.01~~ _{TH}

TOTAL \$ ~~3,731.01~~

The estimate is open ended because the garage did not know if there was other damage to the front end (tie rod end, ect) until repairs are started.

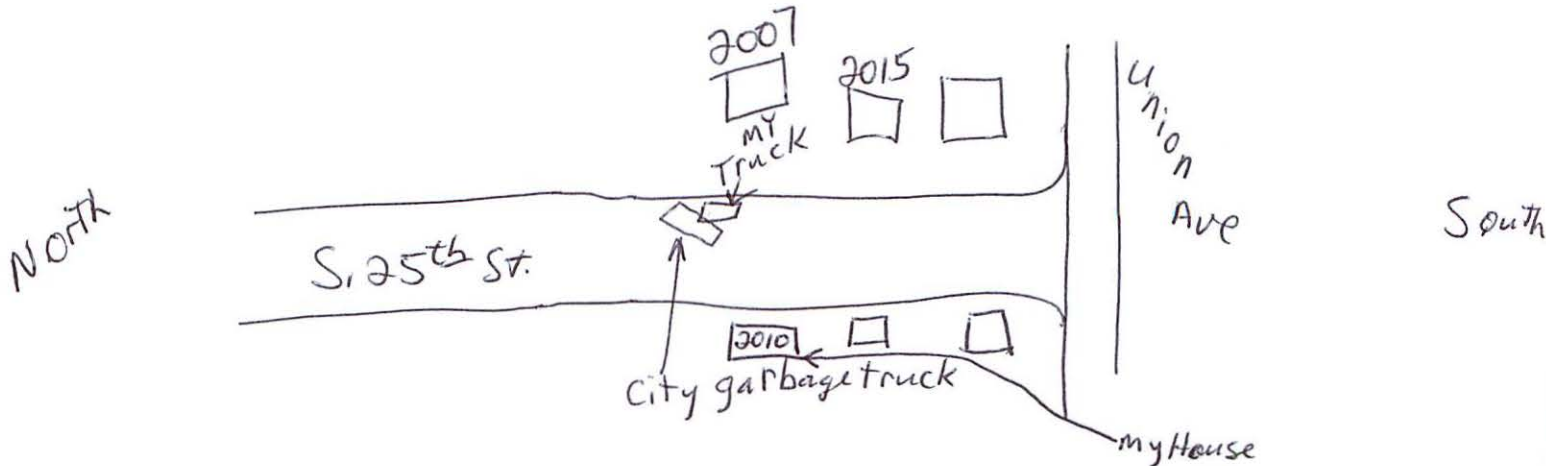
Damaged vehicle (if applicable)

Make: Ford Model: Ranger Year: 2001 Mileage: 257,000

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT [Signature]

DATE 1/28/16

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY MD

CLAIM NO. 2215

CLAIM

Claimant's Name: Tanner Hawkins
Claimant's Address: 2010 S. 25th St
Sheboygan, WI
Claimant's Phone No. 920-457-6540

Auto \$ 3,011.33
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 3,011.33

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 3,011.33.

SIGNED [Signature] DATE: 1/28/12

ADDRESS: 2010 S. 25th St. Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

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

GEORGIA AVENUE BODY SHOP, INC.
 1819 GEORGIA AVENUE
 SHEBOYGAN, WI 53081
 PHONE: (920)458-3272 FAX: (920)458-3284

CD LOG NO 3873-1 DATE 01/25/16

SHOP: INSP DATE: 01/22/16
 CONTACT: JIM MILLER
 OWNER: HAWKINS, TANNER HOME PHONE: (920)207-6187
 ADDRESS: 2010 SOUTH 25TH STREET
 CITY STATE: SHEBOYGAN, WI
 ZIP: 53081

POINT OF IMPACT: 5

LIC#: KU5401 STATE: WI VIN: 1FTZR15E61PB73909
 BODY COLOR: BLACK MILEAGE: 257,095
 CONDITION: GOOD ACCTNG CTL#:
 DRIVEABLE: YES VEH. INSP#:

*=USER-ENTERED VALUE	E=REPLACE OEM	NG=REPLACE NAGS
EC=REPLACE ECONOMY	UE=REPLACE OE SURPLUS	UC=RECONDITIONED PRT
UM=REMAN/REBUILT PRT	EU=REPLACE SALVAGE	EP=REPLACE PXN
OE=REPLACE PXN OE SRPLS	PC=PXN RECONDITIONED	PM=PXN REMAN/REBUILT
TE=PARTL REPL PRICE	ET=PARTL REPL LABOR	IT=PARTIAL REPAIR
I=REPAIR	L=REFINISH	BR=BLEND REFINISH
TT=TWO-TONE	CG=CHIPGUARD	SB=SUBLET
N=ADDITIONAL LABOR	RI=R&I ASSEMBLY	P=CHECK
AA=APPEAR ALLOWANCE	RP=RELATED PRIOR	UP=UNRELATED PRIOR

2001 FORD RANGER XLT OFF-ROAD 4DOOR EXT CAB 6CYL GASOLINE 4.0
 CODE: P8334B/D OPTNS H/24LABIMNOPQS

OPTIONS:

TWO-STAGE - EXTERIOR SURFACES	TWO-STAGE - INTERIOR SURFACES
4-WHEEL DRIVE	DEFLECTOR MOUNTED FOG LAMPS
REAR ACCESS DOOR	PRIVACY GLASS
FOUR WHEEL ANTI-LOCK	POWER STEERING
TILT STEERING WHEEL	AIR CONDITIONING
AUTOMATIC TRANS	CRUISE CONTROL

OP	GDE	MC	DESCRIPTION	MFG. PART NO.	PRICE	AJ%	B%	HOURS	R
EC0004			CVR, FRONT BUMPER UPR	ECONOMY PART	387.00*			2.2	1
EC0110			CVR, FRONT BUMPER LWR	ECONOMY PART	279.00*			INC	1
L 0110			CVR, FRONT BUMPER LWR	REFINISH				1.0	4
				1.0 SURFACE					
E 0037			BRKT, FRONT BUMPER M LT	1L5Z17752AB	10.85			INC	1
EC0028 #			GRILLE ASSEMBLY	ECONOMY PART	205.00*			1.2	1

= 01, 02

L 0028	13	GRILLE ASSEMBLY	REFINISH		2.0	4
			1.2 SURFACE			
			0.6 TWO STAGE SETUP			
			0.2 TWO STAGE			
EC0047		LAMP, SIDE MARKER	LT ECONOMY PART	42.00*		INC 1
I 0083		PANEL, HOOD	REPAIR			1.5*1
L 0083		PANEL, HOOD	REFINISH			3.2 4
			2.7 SURFACE			
			0.5 TWO STAGE			
RI0083		HOOD PANEL R & I	R&I ASSEMBLY			0.8 1
EC0103		FENDER, FRONT	LT ECONOMY PART	233.00*		1.9 1
L 0103		FENDER, FRONT	LT REFINISH			3.0 4
			2.0 SURFACE			
			0.5 EDGE			
			0.5 TWO STAGE			
E 0099	01	FLARE, WHEEL OPENING	LT 1L5Z16039APTM	200.57		0.1 1
		GRAY				
E 0929	02	WHEEL, FRONT	LT F87Z1015BB	180.35		0.3 1
E 0958		CAP, WHEEL HUB FRONT	LT F87Z1130GB	48.47		1
E 0627		MIRROR, OUTER STAND	LT 4L5Z17683BAA	137.40		0.7 1
ECM14		CORROSION PROTECTION	ECONOMY PART	15.00*		0.5*4
		FENDER				
N M60		HAZARD. WSTE. REM.	ADDNL LABOR OPERA	5.25*		1
EC		TIRE	ECONOMY PART	210.00*		0.5*2*
		LT 245X75R16 inc Mount	& Balance			
SB		Alignment	SUBLET REPAIR	69.95*		2*

20 ITEMS

MC MESSAGE(S)

- 01 CALL DEALER FOR EXACT PART NUMBER / PRICE
- 02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO
- 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

GROSS PARTS				577.64
OTHER PARTS				1,376.25
PAINT MATERIAL				388.00
PARTS & MATERIAL TOTAL				2,341.89
TAX ON PARTS & MATERIAL @			5.000%	117.09
LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	60.00	7.2	1.5	522.00
2-MECH/ELEC	75.00	0.5		37.50
3-FRAME	75.00			
4-REFINISH	60.00	9.7		582.00
5-PAINT MATERIAL	40.00			
LABOR TOTAL				1,141.50
TAX ON LABOR		@	5.000%	57.08
SUBLET REPAIRS				69.95
TAX ON SUBLET		@	5.000%	3.50

2001 FORD RANGER XLT OFF-ROAD 4DOOR EXT CAB
CD LOG NO 3873-1

TOWING
STORAGE

GROSS TOTAL	3,731.01
NET TOTAL	3,731.01

SHOPLINK UN380 ES CD LOG 3873-1 DATE 01/25/16 01:53:41PM R6.37 CD 11/15
PXN: Y/00/00/00/00/00 CUM 00/00/00/00/00 GEocode 53081
HOST LOG
(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

1.8 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

ROBERT RUSCH, INC.
 1129 INDIANA AVENUE
 SHEBOYGAN, WI. 53081
 OFFICE: (920) 452-8681 FAX: (920) 452-8733

CD LOG NO 11592-1 DATE 01/22/16

SHOP: ROBERT RUSCH INC. INSP DATE: 01/20/16
 ADDRESS: 1129 INDIANA AVE. CONTACT: DAVE
 CITY STATE: SHEBOYGAN, WI PHONE 1: (920) 452-8681
 ZIP: 53081- FAX: (920) 452-8733
 EMAIL: DOLDENBURG@ROBERTRUSCHINC.COM

OWNER: HAWKINS, TANNER HOME PHONE: (920) 207-6188
 ADDRESS: 2010 SOUTH 25TH ST
 CITY STATE: SHEBOYGAN, WI
 ZIP: 53081

POINT OF IMPACT: 0

LIC#: KU5401 STATE: WI VIN: 1FTZR15E61PB73909
 BODY COLOR: BLUE MILEAGE:
 CONDITION: GOOD ACCTNG CTL#:

*=USER-ENTERED VALUE	E=REPLACE OEM	NG=REPLACE NAGS
EC=REPLACE ECONOMY	UE=REPLACE OE SURPLUS	UC=RECONDITIONED PRT
UM=REMAN/REBUILT PRT	EU=REPLACE SALVAGE	EP=REPLACE PXN
OE=REPLACE PXN OE SRPLS	PC=PXN RECONDITIONED	PM=PXN REMAN/REBUILT
TE=PARTL REPL PRICE	ET=PARTL REPL LABOR	IT=PARTIAL REPAIR
I=REPAIR	L=REFINISH	BR=BLEND REFINISH
TT=TWO-TONE	CG=CHIPGUARD	SB=SUBLET
N=ADDITIONAL LABOR	RI=R&I ASSEMBLY	P=CHECK
AA=APPEAR ALLOWANCE	RP=RELATED PRIOR	UP=UNRELATED PRIOR

OPEN FOR SUSPENSION DAMAGE
 OPEN FOR HIDDEN DAMAGE
 OPEN FOR MOULDING REPLACEMENT

2001 FORD RANGER XLT 4DOOR EXT CAB 6CYL GASOLINE 4.0
 CODE: P8334A/D OPTNS H/24LBMNPQ

OPTIONS:
 TWO-STAGE - EXTERIOR SURFACES TWO-STAGE - INTERIOR SURFACES
 4-WHEEL DRIVE REAR ACCESS DOOR
 FOUR WHEEL ANTI-LOCK POWER STEERING
 AIR CONDITIONING AUTOMATIC TRANS

OP	GDE	MC	DESCRIPTION	MFG.PART NO.	PRICE	AJ%	B%	HOURS	R
---	---	---	-----	-----	-----	---	---	-----	---
E	0067		CVR, FRONT BUMPER UPR	1L5Z17757HA	289.97			1.8	1
L	0067	13	CVR, FRONT BUMPER UPR	REFINISH				2.2	4
				1.3 SURFACE					

			0.6 TWO STAGE SETUP		
			0.3 TWO STAGE		
E 0005	CVR, FRONT BUMPER LWR	F87Z17626BAA	65.38	INC	1
E 0028 #	GRILLE ASSEMBLY	2L5Z8200NAE	329.53	1.2	1
	# = 01, 02				
E 0047	LAMP, SIDE MARKER	LT 1L5Z15A201BA	60.20	INC	1
E 0103	FENDER, FRONT	LT 1L5Z16006BA	317.05	1.9	1
L 0103	FENDER, FRONT	LT REFINISH		3.5	4
			2.4 SURFACE		
			0.5 EDGE		
			0.6 TWO STAGE		
RI0099	FLARE, WHEEL OPENING	LT R&I ASSEMBLY		0.1	1
E 0992 02	WHEEL, FRONT	LT F67Z1007NA	325.60	0.3	1
N 0974	SUSPENSION ALIGN, FRT	ADDNL LABOR OPERA		2.5	2
E 0627	MIRROR, OUTER STAND	LT 4L5Z17683BAA	137.40	0.7	1
N M05	RUSTPROOFING	ADDNL LABOR OPERA	15.00*	0.2*	1*
SBM60	HAZARD. WSTE. REM.	SUBLET REPAIR	3.00*		*1*
EC	TIRE FRONT	ECONOMY PART	165.00*	1.0*	1*

14 ITEMS

- MC MESSAGE(S)
 01 CALL DEALER FOR EXACT PART NUMBER / PRICE
 02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

GROSS PARTS					1,525.13
OTHER PARTS					180.00
PAINT MATERIAL					216.60
PARTS & MATERIAL TOTAL					1,921.73
TAX ON PARTS & MATERIAL @			5.000%		96.09
LABOR	RATE	REPLACE HRS	REPAIR HRS		
1-SHEET METAL	58.00	7.0	0.2		417.60
2-MECH/ELEC	78.00		2.5		195.00
3-FRAME	68.00				
4-REFINISH	58.00	5.7			330.60
5-PAINT MATERIAL	38.00				
LABOR TOTAL					943.20
TAX ON LABOR		@	5.000%		47.16
SUBLET REPAIRS					3.00
TAX ON SUBLET		@	5.000%		0.15
TOWING					
STORAGE					

GROSS TOTAL 3,011.33

NET TOTAL 3,011.33

SHOPLINK U0782 ES CD LOG 11592-1 DATE 01/22/16 01:49:55PM R6.37 CD 11/15

PXN: Y/00/00/00/00/00 CUM 00/00/00/00/00 GEOCODE 53081

HOST LOG

2001 FORD RANGER XL 4DOOR EXT CAB
CD LOG NO 11592-1

(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

1.5 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA.

OPEN FOR REPLACEMENT OF ANY HARDWARE



II

R. O. No. _____ - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a communication from the State of Wisconsin Department of Natural Resources, the subject being the Distribution of Documents for the Public Comment Period of the Kohler Company, Twin Oaks Landfill Proposed Vertical Expansion Feasibility Report in the Village of Kohler, Sheboygan County, Wisconsin.

Pub Wks.

City Clerk

三



January 21, 2016

Susan Richards, Clerk
City of Sheboygan
828 Center Ave., Suite 100
Sheboygan, WI 53081

FID#: 268244130
Sheboygan County
SW/CORR

JAN 25 '16 AM 11:45

SUBJECT: Distribution of Documents for the Public Comment Period of the Kohler Company, Twin Oaks Landfill Proposed Vertical Expansion Feasibility Report in the village of Kohler, Sheboygan County, Wisconsin - (License # 1508)

Dear Ms. Richards:

Enclosed please find a copy of a "NOTICE OF FEASIBILITY REPORT AND PRELIMINARY ENVIRONMENTAL IMPACT DECISIONS" (public notice) for the proposed Kohler Company Twin Oaks Vertical Expansion, a copy of the feasibility report completeness determination letter and a copy of the project summary) from the Department of Natural Resources.

In accordance with s. 289.25 (3), Wis. Stats., the Department of Natural Resources is required to distribute copies of the public notice to each affected municipality and the libraries for each affected municipality, so the public can view them. In addition, Kohler Company is required to distribute copies of their feasibility report, addenda and all related additional submittals to each affected municipality and to the public libraries of each affected municipality where people may view the documents during the public comment period.

This municipality has been identified as an affected municipality or as a municipality that may have an interest and therefore the documents you should receive from Kohler Company will include the following:

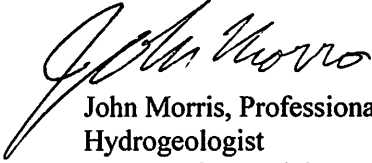
- Feasibility Report – Revised, Proposed Vertical Landfill Expansion, Kohler Co. Landfill. The report dated November 16, 2015, was prepared by GHD Services Inc., on behalf of Kohler Company and was received by the Department on November 17, 2015.

Please place this document once received and the documents enclosed with this letter at a location for the public to review. We anticipate posting the enclosed public notice on our web site and publishing it in the *Sheboygan Press* on or about January 26, 2016, for a 30-day public comment period.

The attached public notice, a copy of the feasibility report, completeness determination letter and a copy of the project summary from the Department of Natural Resources will be posted on the Department's internet web site at: <http://dnr.wi.gov/topic/Waste/Comment.html> on or around January 26, 2016, for a 30 day public comment period.

If you have any questions, please contact me at (715) 635-4046. Thank you for your cooperation and assistance in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Morris".

John Morris, Professional Soil Scientist
Hydrogeologist
Waste and Materials Management Program

enc. Notice of Feasibility Report and Preliminary Environmental Impact Decision
Feasibility Report Completeness Determination Letter
Project summary

c: SER File
Dale Hoffman, Kohler Co. (email)

BEFORE THE
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

NOTICE OF FEASIBILITY REPORT AND
PRELIMINARY ENVIRONMENTAL IMPACT DECISIONS

NOTICE IS HEREBY GIVEN, pursuant to sections 289.24 and 289.25, Wis. Stats., that the Department of Natural Resources (WDNR) has determined that the feasibility report submitted by Kohler Company's (Kohler Co.) environmental consultant (GHD), and the environmental analysis process for the proposed Feasibility Report for the Kohler Co. Twin Oaks Landfill, License #1508 are complete. The proposed solid waste disposal facility is for a vertical expansion of the existing solid waste disposal facility which is located in the NE ¼ of the SE ¼ of Section 29, T15N, R23E Village of Kohler, Sheboygan County, Wisconsin.

The proposal would reconfigure the currently approved final grades to provide a 15 acre vertical overlay on the current Twin Oaks Landfill footprint. The additional waste capacity of the expansion would be 500,000 cubic yards and add approximately 15 years of site life. The approved maximum height of the landfill expansion would be 710 feet above mean sea level, which is less than the approved height of the existing landfill.

A solid waste feasibility determination is an equivalent analysis action under s. NR 150.20 (2) (a), Wis. Adm. Code. Pursuant to sections 289.25(3) and 1.11, Wis. Stats., written comments by any person concerning the proposed solid waste disposal facility are invited. All written comments shall be submitted within 30 days after the date of publication of this notice to John Morris, Hydrogeologist, Wisconsin Department of Natural Resources, 810 West Maple Street, Spooner, WI, 54801.

A public hearing concerning the feasibility report may be requested in writing by any county, village, city or town, the applicant, or any 6 or more persons. The request shall indicate the interests of the municipality or persons who file the request and state the reasons why the hearing was requested. The hearing shall be conducted as an informational hearing utilizing the procedures in s. NR 2.135, Wis. Adm. Code unless the request filed indicates pursuant to section 289.27(1), Wis. Stats., that the hearing is to be treated as a contested case, as provided under section 227.42, Wis. Stats., and that:

1. A substantial interest of the person requesting the treatment of the hearing as a contested case is injured in fact or threatened with injury by the Department's action or inaction on the matter;
2. The injury to the person requesting the treatment of the hearing as a contested case is different in kind or degree from injury to the general public caused by the Department's action or inaction on the matter; and
3. There is a dispute of material fact.

All hearing requests shall be filed with the Department within 30 days after the Department web site posting date of this notice, either by delivery to the Office of the Secretary of the Department at 101 South Webster Street, Madison, WI 53703 or by mailing to the Secretary, Department of Natural Resources by certified mail at the following address: P.O. Box 7921, Madison, WI 53707.

Copies of the complete feasibility report and the project summary are available for public review at the following locations:

The Department of Natural Resources
Bureau of Waste Management
101 S. Webster St., P.O. Box 7921
Madison, WI 53707

The Department of Natural Resources
Plymouth Service Center
1155 Pilgrim Rd.,
Plymouth, WI 53073

City of Sheboygan
Attn: Susan Richards, Clerk
828 Center Ave., Suite 100
Sheboygan, WI 53081

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

Town of Sheboygan
Attn: Daniel Hein, Chairman
1512 N. 40th Street
Sheboygan, WI 53081

Village of Kohler
Attn: Cindi Gamb, Clerk
319 Highland Drive
Kohler, WI 53044

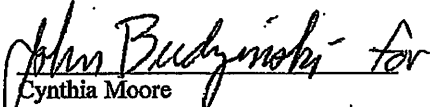
Mead Public Library
City of Sheboygan
710 N. 8th Street
Sheboygan, WI 53081

Kohler Public Library
333 Upper Road
Kohler, WI 53044

The Department will also post an electronic copy of the text of the feasibility report on its internet web site at <http://dnr.wi.gov/topic/Waste/Comment.html>

Dated at Milwaukee, Wisconsin this 15th day of January 2016.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary,


Cynthia Moore
Waste and Materials Management Program Supervisor
Southeast Region

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
810 W. Maple Street
Spooner WI 54801

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



January 15, 2016

Mr. Dale Hoffmann, EHS Specialist
Kohler Company
444 Highland Dr.
Kohler, WI 53044

FID # 460015380
Sheboygan County
SW/CORR

Subject: Feasibility Report Completeness Determination for the Proposed Kohler Company (Kohler) Twin Oaks Landfill, Vertical Expansion, License #1508, Sheboygan County, Wisconsin.

Dear Mr. Hoffmann,

We have reviewed the reports and associated plan sheets entitled "Feasibility Report, Proposed Vertical Landfill Expansion", dated August 7, 2015, and received by the DNR on August 10, 2015; and "Feasibility Report – Revised, Proposed Vertical Landfill Expansion," dated November 16, 2015, and received by the DNR on November 17, 2015.

Based on our review, we have determined that the feasibility report is complete. This is not an approval of the solid waste disposal facility you are proposing, but does confirm that the minimum information required by Chapter NR 512, Wis. Adm. Code, and s. 289.24 (3), Wis. Stats. has been provided.

You should know that additional information may be required if a more detailed review or public comments received indicate that a determination of site feasibility cannot be made without additional information.

The Department will issue a public notice in the Sheboygan Press (Sheboygan County) and on the Department's internet site at <http://dnr.wi.gov/topic/Waste/Comment.html> to invite public comments for a period of 30 days on the content and completeness of the feasibility report. The public comment period will begin when the public notice is posted on the internet site. The Department will also post this letter and the enclosed project summary as well as the text of the feasibility report, on its internet site during the public comment period.

A solid waste feasibility determination is an equivalent environmental analysis action under s. NR 150.20(2)(a)7, Wis. Adm. Code. Therefore a separate environmental impact analysis has not been completed.

Please note that upon receipt of this determination, ss. 289.24(4) and 289.32, Wis. Stats., require that the applicant immediately distribute copies of the feasibility report, addenda and any additional information submitted as part of the feasibility report to the clerk of each affected municipality and to the main public library in each affected municipality (Mead Public Library – Sheboygan WI, and Kohler Public Library – Kohler WI). Electronic portions of the feasibility report, such as the appendices submitted on CD, need to be printed and submitted in paper form to the DNR file (c.o. Jerry DeMers) and the libraries and municipalities. If all of the required documents have already been distributed, this does not need to be done again.

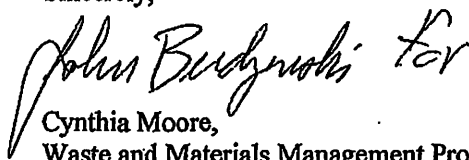
If you have any questions concerning this determination please contact John Morris at (715) 635-4046.

NOTICE OF APPEAL RIGHTS

If you believe you have a right to challenge this decision made by the Department, you should know that Wisconsin statutes and administrative codes establish time periods and requirements for reviewing Department decisions.

To seek judicial review of the Department's decision, sections 227.52 and 227.53, Stats., establish criteria for filing a petition for judicial review. You have 30 days after the decision is mailed or otherwise served by the Department to file your petition with the appropriate circuit court and serve the petition on the Department. The petition shall name the Department of Natural Resources as the respondent.

Sincerely,



Cynthia Moore,
Waste and Materials Management Program Supervisor
Southeast Region

- c: John Morris - WDNR, Spooner (email)
Jerry DeMers - WDNR, Milwaukee (email)
Brad Wolbert - WDNR Madison (email)
Bob Grefe - WDNR Madison (email)
Joe Lourigan - WDNR Madison (email)
John Budzinski - WDNR, Milwaukee (email)
Brian Hayes - WFSB, 5005 University Ave., Suite 201, Madison, WI 53705-5400
Ron Frehner - GHD, 1801 Old Highway 8 Northwest, Suite 114, St. Paul, MN 55112
Susan Richards - Clerk, City of Sheboygan, 828 Center Ave., Suite 100, Sheboygan, WI 53081
Jon Dolson - Clerk, Sheboygan County, 508 New York Ave., Sheboygan, WI 53081-4126
Daniel Hein - Chairman, Town of Sheboygan, 1512 N. 40th Street, Sheboygan, WI 53081
Cindi Gamb - Clerk, Village of Kohler, 319 Highland Drive, Kohler, WI 53044
Mead Public Library, City of Sheboygan, 710 N. 8th Street, Sheboygan, WI 53081
Kohler Public Library, 333 Upper Road, Kohler, WI 53044
Pablo Valentine - EPA Region V, Chicago (email)
Tom Wentland - WDNR, RR Program (email)

PROJECT SUMMARY

KOHLER COMPANY (KOHLER Co.), TWIN OAKS LANDFILL VERTICAL EXPANSION

Proposed Facility: This proposed project consists of a vertical expansion of the existing Kohler Company Twin Oaks Landfill, Lic#1508.

Authorized Contacts:

Dale Hoffmann, EHS Specialist
Kohler Company
444 Highland Drive, Mail Stop 009
Kohler, WI 53044

Ron Fröhner, (Environmental Consultant)
GHD
1801 Old Highway 8 Northwest, Suite 114
St. Paul, MN 55112

Licensee/Property Owner: Kohler Company

Site Location, Acreage, Capacity, Site Life and Access:

The Kohler Co. Twin Oaks Landfill is located in the NE ¼ of the SE ¼ of Section 29, T15N, R23E, Village of Kohler, Sheboygan County, Wisconsin.

The proposed vertical expansion (vertical expansion) would reconfigure the currently approved final grades to provide a lined vertical overlay on 15 acres of the existing 53 acre landfill footprint. The additional waste capacity of the expansion would be 500,000 cubic yards and provide approximately 15 years of site life. The approved maximum height of the proposed expansion final grade would be 710 feet above mean sea level, which is less than the height approved for the current landfill of 714 feet above mean sea level.

Waste to be disposed in the vertical expansion would be delivered to the site via the existing waste hauling route from the Kohler Co. manufacturing facility to the landfill. The landfill entrance is located on the north end of the property. No seasonal road weight restrictions apply to the roads on the route.

The operation hours for the vertical expansion would remain the same as the current hours for the existing landfill. Generally wastes are brought to the landfill during daylight hours; however waste may be brought 24 hours a day to serve the three work shifts per day at the manufacturing facility.

Primary Service Area:

The vertical expansion would continue to accept only select Kohler Co. wastes. Wastes from municipalities or other private parties would not be accepted.

Waste Types:

The vertical expansion would accept select industrial waste (non-hazardous), approved special waste (construction & demolition (C&D), contaminated soil (C-Soil), asbestos, etc.). A breakdown of current waste acceptance is:

- Foundry wastes - 81% of total anticipated waste (dust collector waste 67%, slag, scrap cores, refractory brick, power sweeper dust, and spent system sand - 14%)
- Pottery wastes - 5% of total anticipated waste (dust collector, clay and mold wastes)
- Central Wastewater Pretreatment Facility - 6% of total anticipated waste (filter cake)

- Other waste – 8% of anticipated waste (enamel frit, enamel powder, groundcoat, refractory brick, floor sweepings and small amounts of excavated soils containing the above wastes)

Kohler Co. placed approximately 21,000 tons (15,500 cubic yards) of waste into its landfill in 2013. The waste volumes are fairly consistent on a month to month basis and they do not have seasonal fluctuations. Daily covering of waste would not be required as the waste is not putrescible or expected to result in windblown nuisances.

Land Use, Zoning and Surrounding Area:

Present land use within one mile of the vertical expansion consist primarily of agricultural, commercial, farm & open space conservation, industrial, planned use development and residential. Landowners within 1200 feet of the proposed vertical expansion are Kohler Co., Sheboygan County (highway, park and extension), State of Wisconsin (DOT), and the Union Pacific Railroad.

The area to be used for the vertical expansion is within the Twin Oaks Landfill. The Twin Oaks Landfill is bordered on the north by County Road PP, on the west and south by County Road A, and the east by the Sheboygan River. The Kohler Co. manufacturing facility is north of County Road PP, and the Sheboygan River is west and south of County Road A, and wooded land and Interstate Highway 43 are east of the Sheboygan River (respectively). Interstate highway 43 is approximately 470 feet from the vertical expansion. Kohler Co. has requested an exemption allowing the landfill within 1,000 feet from an Interstate Highway. Trees provide full screening of the landfill from Interstate Highway 43 during summer and partial screening during winter. A berm and trees would be planted to improve visual screening of the landfill from County Road PP.

Kohler Co. property located west of the existing landfill is used for storage of industrial wastes beneficially used under the ch. NR 538 Beneficial Use of Industrial Byproducts Program.

Surface Waters and Wetlands:

Changes or alterations to aquatic resources were not proposed. Aquatic resources are not expected to be affected by the proposed expansion. No lakes, ponds, or flowages are within 1,000 feet of the vertical expansion. The Sheboygan River is approximately 210 feet from the vertical expansion at its closed point (east side). Kohler Co. has requested an exemption to allow the vertical expansion within 300 feet of a navigable river.

The site is not within a floodplain and is therefore in conformance with NR 504.04 (3)(c), Wis. Adm. Code. The approximate Federal Emergency Management Agency (FEMA) floodplain boundary is shown on Figure 4.1 of the feasibility report.

A wetland has been identified on the northeast side of the landfill between the area of the vertical expansion and the Sheboygan River. The vertical expansion would be constructed on areas of previous waste disposal and areas outside the wetland boundary, thus direct wetland impacts are not expected.

Superfund Project:

The Kohler Co. landfill has been used as a landfill since the 1950s, primarily for the disposal of foundry and manufacturing wastes produced by Kohler's manufacturing facilities. Between 1950 and the mid-1970s, at least four pits were constructed for the disposal of hydraulic oils, solvents, paint wastes, enamel powder, lint from brass polishing, and plating sludges. EPA proposed the site to the National Priorities List (NPL) in September 1983 and finalized the site on the NPL in September 1984 (EPA ID# WID006073225).

Previous disposal practices resulted in groundwater contamination with various volatile organic compounds (VOCs), heavy metals, phenols, and polycyclic aromatic hydrocarbons (PAHs). Runoff water and sediments

contain heavy metals, phenols, and PAHs. Leachate samples from previously disposed waste contain VOCs and heavy metals. Waste samples from the landfill contain VOCs, phenols, PAHs, polychlorinated biphenyls (PCBs), and heavy metals.

In 1985, the Kohler Co. signed an administrative order on consent (AOC) and began investigating contamination at the site under the supervision of EPA and WDNR. EPA selected a remedy for the Source Control Unit of the site on March 30, 1992. The source control remedy called for closing the currently operating landfill in phases, installing a multilayer soil cap over the landfill, issuing zoning and access restrictions, and collecting contaminated leachate onsite through a perimeter drain. Design of the selected remedy began in mid-1992 and was completed in November 1995. Construction of the source control remedy began concurrently with the construction of the Ground Water Management Unit remedy in May 1997. The cap construction over a portion of the fill area was completed in fall 1997, with the rest of the cap completed in 1998.

The Kohler Co. also conducted a feasibility study (FS) of potential groundwater remedies for the Groundwater Management Unit. A final remedy, including the collection of groundwater and leachate within an approximately 2,500-foot-long perimeter interception drain along the southern and eastern margins of the landfill, was approved by EPA and WDNR in June 1996. Contaminated groundwater and leachate, collected by the perimeter drain, is being pumped to the City of Sheboygan's publically-owned treatment works for treatment and eventual discharge. The perimeter drain system is intercepting over 95 percent of the horizontal flux of groundwater in the upper aquifer, resulting in the collection and treatment of 14,400 gallons of contaminated liquid per day. Construction of this system is complete. EPA has transferred the project lead to the WDNR.

In a letter dated December 10, 2015, the EPA concurred with the proposed vertical expansion provided the WDNR approves the landfill permit application. The vertical expansion is not expected to change the Superfund remedy that was selected in the 1996 record of decision.

Geology and Soils:

Onsite soils were described through previous subsurface investigations. The geology of the site consists of unconsolidated clayey soils of glacial origin and recent alluvial sediments. The five major soil units at the Site/Landfill are: Upper Unit, Middle Unit, Lower Unit, Alluvium, and Fill.

The unconsolidated soils are underlain by Silurian dolostone bedrock. The top of the dolostone was encountered at an elevation ranging from 560 to 580 ft, above mean sea level, which corresponds to depths ranging from 20 feet to 80 feet below the surface of the pre-fill native ground. There are no bedrock exposures in the area; however, bedrock in eastern Wisconsin typically dips very gently to the east. Previous site investigations have reported that the buried bedrock surface contains horizontal and vertical fractures. Weathering was evident at some well locations, but was not a prominent feature across the site.

Previous investigators divided the clayey glacial sediments into three units. The uppermost geologic unit consists of unsorted clay, sand, and silt with an occasional layer of well sorted sand. The upper unit ranges from 0 to 45 feet thick with an average thickness of 25 feet. The middle clay unit consists predominantly of clay and silt with occasional gravelly clay or sandy clay lenses. Sand lenses were not present in the middle clay unit. This unit ranged from 0 to 55 feet thick with an average thickness of 20 feet. The lower clay unit is a diamicton characterized by poorly sorted clay, silt, sand, and dolostone gravel. This unit ranged from 4 to 37 feet thick with an average thickness of 15 feet. Along the Sheboygan River channel and flood plain the upper and middle clay units may have been partially or completely eroded away.

Alluvial sediments next to the river are characterized by sand and silty sand with occasional lenses of clay. The thickness of the alluvium ranges from approximately 10 to 15 feet.

According to the Natural Resources Conservation Service's Web Soil Survey Maps the predominant soil types near and surrounding the Site are Kewaunee silt loam, Bellevue fine sandy loam, and Boyer loamy sand.

Groundwater:

The groundwater flow direction in the upper and lower till units is generally to the east towards the Sheboygan River. The groundwater flow direction in the shallow and deep bedrock is generally to the northeast. The vertical expansion is not expected to change infiltration quantities. No existing water supply wells were found within 1200 feet of the proposed expansion.

The following is an excerpt from the Superfund project Third Five-Year Review dated September 2012.

Groundwater monitoring has been conducted at the Kohler Company Landfill since the early 1980s. Available data indicated that contamination was present in significant quantities in both the shallow and deep aquifers beneath the site. The shallow (alluvial sediments) and deep (fractured Silurian-aged dolomite) aquifers are separated by a laterally discontinuous stratum of varved lacustrine clay.

Since activation of the perimeter drain system in late 1997, many contaminant concentrations have decreased dramatically while some have actually increased over time. This indicates that the groundwater system's response to the perimeter drain is complex. In spite of this, certain patterns in the results can be discerned which give clues to contaminant behavior. The easiest way to evaluate this data is by breaking up the different contaminant responses by hydrostratigraphic unit.

The uppermost alluvial unit is monitored by two downgradient wells, 22-U and 21-U. Data generated from these two wells since the installation of the perimeter drain system indicates a marked improvement in water quality within the upper alluvial unit. Concentrations of trichloroethylene (TCE) have steadily declined. Concentrations for TCE's degradation product cis-1,2-dichloroethylene (cis-1,2-DCE) have steadily declined except for a short-term spike during 2010. Records from 2011 show the decline returned to its previous rate. Chloride levels have decreased, including a significant decrease from 2005 to 2006 and again from 2009 to 2011. Specific conductivity levels have dropped significantly in both wells. The improvement in the water quality of the upper unit can be tied to the effectiveness of the perimeter drain system at intercepting and containing leachate discharging from the landfill.

The confined unit located just below the varved lacustrine clays, sometimes referred to as the "lower till unit," is being monitored by two piezometers (21-L and 22-L) nested with alluvial wells. The groundwater quality results from these wells reveal an entirely different response to the remedial action. Unlike the shallower wells, TCE has not been detected in either well. However, levels of the TCE daughter products cis-1,2-DCE and vinyl chloride have increased since the installation of the remedial system. Vinyl chloride levels in well 21-L have shown a steady upward trend from 1998 to 2008 with a decreasing trend from 2008 to 2011. Vinyl chloride levels in well 22-L have exhibited an upward trend over the entire time period since the completion of the remedial action. The results for cis-1,2-DCE in both wells 21-L and 22-L have exhibited the same pattern. Although it may seem counterintuitive, these increases in contaminant concentrations are indications that the perimeter drain system is functioning as designed. Furthermore, this is evidence that natural attenuation is occurring due to the fact that daughter product concentrations increase while parent product concentrations decrease. By lowering the groundwater table through pumping, the drain system is drawing in deeper flow pathways that normally would be discharging to the Sheboygan River.

The previous five-year review reported that wells 14-R and 14-SR, both screened in the shallow bedrock unit, had increasing concentrations of vinyl chloride and cis-1,2-DCE but their progenitor, TCE, has not been detected in either well. The most reasonable interpretation of these results is that there exists a substantial source of dense nonaqueous phase liquid (DNAPL) in the form of TCE deep within the bedrock aquifer. As the TCE undergoes reductive dechlorination, its daughter products are released into the deeper flow regimes. Prior to installation of

the perimeter drain system, these contaminants would follow the flow to discharge into the Sheboygan River. The drain system has altered the hydrologic flow regime and is now intercepting an increasing amount of deeper, more contaminated, groundwater. Sampling results since the last five-year review indicate the concentrations of vinyl chloride and cis-1,2-DCE have been steadily decreasing. This could be interpreted as meaning that the TCE source is being reduced and generating less breakdown products.

The remedial system is operating as designed and is intercepting contaminated groundwater from both the shallow and deep aquifers beneath the site. If groundwater quality trends continue, the upper, shallow unit may achieve compliance with the cleanup goals within the next 5-10 years. Due to uncertainties regarding the degree and extent of the DNAPL source in the deeper aquifer, it is difficult to determine when the deeper wells might achieve the cleanup standards. The drain system is expected to operate for at least 30 years. There is also no evidence that the contaminant plume has migrated beyond the Sheboygan River.

Kohler Co. has requested exemptions to groundwater standards for several parameters at several wells. In accordance with ch. NR 140, Wis. Adm. Code, Groundwater standard exemptions are required to site or expand a landfill in an area with known groundwater standard exceedances.

Alternate Geotechnical investigation:

The DNR accepted Kohler Company's proposed alternative geotechnical investigation (AGI) on July 30, 2015. The AGI proposed using information obtained during previous geotechnical investigations at the site, including but not limited to soil borings, monitoring wells, groundwater analyses, to supplement and meet the geotechnical investigation requirements in ch. NR 512, Wis. Adm. Code, to determine the feasibility of a landfill to expand.

Proposed Design and Operations:

The vertical expansion would reconfigure the currently approved final grades to provide a 15 acre vertical overlay on the current landfill footprint. The additional waste capacity of the expansion would be 500,000 cubic yards. The approved maximum height of the landfill would not increase. The landfill would be constructed, filled and closed in three phases of approximately 4, 5, and 6 acres respectively; and have an expected site life of 15 years.

The soil overlying the existing two foot thick clay cap would be removed; an additional three feet of landfill quality clay would be applied in lifts and compacted forming a 5 foot thick clay layer which would be a liner for the expansion and cap for the previously disposed waste. The 5 foot thick clay layer would be overlain by a 1 foot leachate drainage layer, overlain by filter fabric overlain by a 1 foot thick layer of buffer soil. Cover soils to be removed would be salvaged, stockpiled, and used for portions of the proposed expansion final cover.

The final cover system would be a 2 foot thick clay barrier soil overlain by filter fabric overlain by 1 foot of drainage layer soil, overlain by 1 ½ foot rooting zone soil, topped with ½ foot of topsoil. The topsoil would be seeded, and mulched; measures would be implemented to prevent erosion. The vertical expansion would have a final grade of 710 feet above mean sea level, which is lower than the peak of the existing landfill.

Kohler Co. proposes to build a leachate storage pond north of the landfill. The pond would have a composite liner constructed with a 1 foot thick layer of bentonite/foundry sand overlain by a geocomposite liner overlain by a 4 foot thick layer of clay/bentonite/foundry sand. The pond would have an approximate 1.68 million gallon capacity, including 2 feet of freeboard and 1 foot of sediment, and is designed to hold 4 days of leachate modeled using a worst case scenario.

Surface water management features include stormwater ponds, and waterways. Kohler Co. would build a stormwater control pond to the west of the existing landfill where topsoil is currently piled.

Operation of the landfill would continue in much the same manner as currently done for the existing landfill. Waste trucks would continue to travel from the Kohler Co. manufacturing facility south across County Road PP onto County Road A to the landfill entrance. Kohler Co. would try to reach final grades on the perimeter of the landfill and then fill inward, allowing placement of final cover over areas that have reached waste grades to reduce leachate generation.

Visual impacts are expected to be minimal, due to natural screening around the site and the addition of screening berms and vegetation. The landfill would be constructed, filled, and closed in three phases of approximately 4, 5, and 6 acres in size; minimizing the amount of landfill open at any one time.

The final use for the landfill is green space; however, access would remain limited to protect the external landfill structures such as monitoring wells.

Environmental Monitoring:

During operation of the landfill and after closure, environmental monitoring would be performed on a periodic basis. The environmental monitoring is proposed for leachate quality and quantity, leachate head elevations, stormwater control structure condition and effectiveness, and groundwater elevation and quality. The monitoring would follow the requirements specified in ch. NR 507, Wis. Adm. Code.

Fault Areas, Seismic Impact Zones and Unstable Areas:

The proposed site meets the s. NR 504.04 (3) (g), (h) & (i), Wis. Adm. Code, requirements regarding fault areas, seismic impact zones and unstable areas. There is no evidence in the area of any fault which has shown movement in Holocene time. The site is located in an area of low seismic risk. The data provided to the Department indicates that there is no evidence of karst like features in the immediate area.

Needs Analysis:

The feasibility report and appendices include a needs analysis as required under s. NR 512.17, Wis. Adm. Code. The needs analysis evaluates the existing landfill capacity compared the estimated volume of waste that will be generated by the Kohler Co. The Department will evaluate the needs analysis as part of its review and incorporate the needs determination in feasibility determination.

Kohler Co. states it has approximately one year of waste capacity left in the landfill. Waste quantities generated appear to support the need for the proposed vertical expansion and that the expansion would not exceed a 15 year site life, as required by statute.

Authorities/Approvals:

In order for Kohler Co. to begin operating the proposed landfill expansion, Kohler Co. would need the following approvals and authorizations:

- Favorable Feasibility Determination under ch. NR 512, Wis. Adm. Code
- Plan of Operation Approval under ch. NR 514, Wis. Adm. Code
- Construction Documentation Approval under ch. NR 516, Wis. Adm. Code

Emissions and Discharges:

Industrial waste to be disposed in the proposed vertical expansion would contain little to no organics thus biological breakdown of the minimal organic fraction of the waste in the landfill are not expected to generate significant landfill gas.

Kohler Co. has indicated a maximum leachate generation rate of 3.8 million gallons per year, when cells two and three are both open. Kohler Co. is in the process of negotiating with the City of Sheboygan publicly owned treatment works to accept the leachate from the proposed vertical expansion

Biological Impacts:

The area proposed for the vertical expansion was previously used for waste disposal activities. A vertical landfill expansion is considered a no/low impact activity and is included in the endangered resources broad incidental take permit/authorization as activity 1-A.15, June 5, 2015 revision. As such it allows for the incidental taking (mortality) of state threatened or endangered animals and plants during no/low impact activities.

Land Use Impacts:

The land adjacent to the landfill is primarily agricultural, commercial, industrial, residential, and farm and open space conservation, and planned use development. The vertical expansion is not expected to have an effect on surrounding land use in the immediate area. Development of the expansion would not require displacement of residents, public land withdrawal, or condemnations. The levels of noise, odor, dust, and windblown debris are also not expected to increase above current levels from existing operations.

Socioeconomic Impacts:

The expansion is not expected to result in any significant adverse social and economic impacts. The expansion would not result in significant changes in the waste filling operations. Impacts on adjacent neighbors would be similar to those of the existing landfill. The landfill provides employment opportunities for a limited number of local residents and contractors, and increased local business associated with the purchase of required goods and services.

Increases in traffic, noise levels, and congestion are not expected. Road conditions are not expected to change with the expansion and noise impacts from the expansion would be minimal and similar to those that occur from the existing landfill.

If the landfill expansion did not occur, the Kohler Co. would need to haul its waste to another landfill. The closest alternative disposal locations are approximately 40 miles away which would increase disposal costs for Kohler Co., increase traffic along the haul waste route, and use unplanned space in the alternative landfill increasing the need for it to expand.

There may be equipment and truck noise, dust and some odors during construction and operation of the facility. However, the area is not densely populated. In addition, operational activity would occur as presently conducted which generally occurs during daylight hours with evening hours on an as needed basis. As such, the relative noise level owing to the expansion is expected to be similar to that from the existing operations. Waste odors should not be associated with the landfill. Dust can be minimized by frequent watering during dry times.

Archeological/Historical Impacts:

Waste disposal is not expected to impact archeological or historical areas. As this would be a vertical landfill expansion the waste disposal area has already undergone construction activities and been used for waste disposal. Adjacent areas used for activities such as stormwater management and leachate storage have the potential to be in an area of an uncatalogued historic campsite/village (SB-0165); however, before Kohler Co. would be approved to expand the landfill a field archeological survey would be conducted to locate, assess, and determine any requirements necessary to limit impacts to identified archeological or historical special resources.

Alternatives to Landfilling:

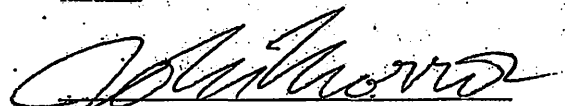
Waste reduction, reuse and recycling are alternatives to land disposal, and these activities have already reduced the volume of Kohler Co. waste that requires disposal at the landfill.

If the proposed expansion is not developed, the waste that is currently disposed of at the existing landfill would have to be disposed of at another existing or new facility. The increased hauling distance and diminished competition and capacity could result in rising costs for waste disposal in the service area. Given the need for landfill capacity for Kohler Co., the impacts of the proposed facility would be moved to a different location, not eliminated entirely, and the impacts might be greater to the environment at another location.


Summary of Issue Identification Activities:

Copies of the complete Feasibility Report and the Addenda have been sent to the affected municipalities (City of Sheboygan, Sheboygan County, Town of Sheboygan, and Village of Kohler) and to the following public libraries: Mead Public Library, 710 N 8th Street, Sheboygan, WI 53081 and the Kohler Public Library, 333 Upper Road Kohler, WI 53044. The text of the feasibility report is available on the DNR internet site: <http://dnr.wi.gov/topic/Waste/Comment.html> a copy is also available at the Wisconsin Department of Natural Resources Plymouth Service Center at 1155 Pilgrim Rd., Plymouth, WI 53073 (920) 892-8756.

A 30-day public comment period will begin once the DNR posts the public notice on its internet site. This comment period will afford the public the opportunity to request an informational or contested case hearing in the matter of this proposal. Upon the completion of any hearing or within 90 days of the issuance of this completeness determination, the Department will then issue a feasibility determination and a Wisconsin Environmental Policy Act (WEPA) compliance determination under s. NR 150.35, Wis. Adm. Code. Should a favorable feasibility determination be made, Kohler Co. may submit a plan of operation report containing the proposed engineering details, specifications and operational procedures for the project. Upon the Department's approval of a plan of operation report, construction of the facility may commence. Site construction documentation and Department inspections would occur throughout various phases of construction. A license to operate the facility as an industrial solid waste landfill would be issued following the Department's approval of the site construction documentation report and proof of financial assurance. Kohler Co. will also be required to obtain all other applicable federal, state and local permits or approvals for construction and operation of the landfill.


Evaluator:
John Morris, Professional Soil Scientist
Hydrogeologist

1-15-2016
Date


Cynthia Moore
Waste & Materials Management Program Supervisor
Southeast Region

1-15-2016
Date

III

R. O. No. _____ - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a communication from Brian Johnston requesting a waiver from the Sex Offender Residency restrictions in order to live at 1230 N. 14th St.

ppvs.

City Clerk

JAN 28 '16 PM 12:06

Date: 1-27-16

My name is: Brian Johnston

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
1230 North 14th Street

Signature: Brian Johnston

Phone Number: 424-232-5324

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a communication from Ernest Ramirez requesting a waiver from the Sex Offender Residency restrictions in order to live at 1711 Superior Ave.

City Clerk

JAN 28 '16 PM 4:00

Date: 1-26-16

My name is: Ernest Ramirez

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1711 Superior Ave.

Signature: Ernest Ramirez

Phone Number: (920) 377-6737

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

Res. No. _____ - 15 - 16. By Alderperson Belanger. February 1, 2016.

A RESOLUTION authorizing advertising for bids for the King Park and Deland Park Beach Restoration Project.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the King Park and Deland Park Beach Restoration Project according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

*1 suspend
1 Res pass.*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 15 - 16. By Alderperson Hammond. February 1, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract Spectrum Lighting Ltd. Of Waukesha for the purchase of (168) Phillips Gardco LED upgrade kits for street lighting on Kohler Memorial Drive between North 14th Street and Taylor Drive to improve energy efficiency.

WHEREAS; The City of Sheboygan received a grant of up to \$75,000.00 on a fifty percent match basis from the State of WI Energy Office for the energy efficient upgrade of all street lights on Kohler Memorial Drive and;

WHEREAS; The purchase of the 168 Original Equipment Manufacturer (OEM) LED upgrade kits was put to public bids under bid # 1903-16 with the low bid submitted by Spectrum lighting Ltd of Waukesha and;

WHEREAS; due to the long lead time (90 days) on the equipment and a need to have these kits installed by the City Electrical Dept. prior to June 1, 2016 in order to qualify for grant reimbursement we are requesting that the rules be suspended and the matter approved by the Common Council immediately.

RESOLVED: That the Purchasing Agent is hereby authorized to execute a Purchase order in the amount of \$ 148,680.00 to Spectrum Lighting Ltd and that the request for suspension of the rules be granted.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds in the amount of \$146,680.00 from Account#40033140-631200 of which \$73,340.00 will be reimbursed by the State of WI Energy Office.

suspend
Res pass.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 15 - 16. By Alderpersons Heidemann, Kath and Bohren.
February 1, 2016.

A RESOLUTION approving the amended Grievance Procedure HR130 for City employees.


RESOLVED: That the Common Council hereby adopts the Human Resources Grievance Procedure HR103 for the City employees a copy of which is attached.

reg.

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

	Title: Grievance Procedure		Policy Number: HR 130	
	Author: Sandy Rohrick		Created: 02/02/2016	Revision: B
	Scope: Non-Rep City Employees	Revision Date: New 1:28 PM		Page 1 of 3

1.0 Purpose


This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination.

2.0 Scope

This policy applies to all non-represented employees covered under Section 66.0509, Wis. Stats., other than police and fire employees subject to Section 62.13(5), Wis. Stats., or to employees covered by a collective bargaining agreement containing a grievance procedure. An employee may appeal any level of discipline under this grievance procedure.

3.0 Definitions

- a) "Days" as used in this policy means business days.
- b) "Employee discipline" includes all levels of progressive discipline, but shall not include the following:
 - Placing an employee on administrative leave pending an internal investigation;
 - Counseling(s), meetings or other pre-disciplinary action;
 - Wage, salary or benefit or salary adjustments for reasons other than disciplinary action;
 - Performance evaluations or reviews;
 - Actions taken to address work performance, including a performance improvement plan or plan of correction;
 - Demotion, transfer or change in job assignment for reasons other than disciplinary action; or
 - Other personnel actions taken by the employer that are not a form of progressive discipline.
- c) "Employee termination" shall include action taken by the employer to terminate an individual's employment for misconduct or performance reasons, but shall not include the following personnel actions:
 - Voluntary quit or resignation;
 - Retirement;
 - Position elimination;
 - Layoff, furlough, reduction in force or failure to be recalled from layoff;
 - Job abandonment, "no-call, no-show", or other failure to report to work; or
 - End or completion of assignment in temporary, contract or seasonal employment; or
 - Any other cessation of employment not involving involuntary termination.
- d) "Workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace tools and equipment, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.
- e) "Grievant" is the individual filing the grievance or appeal who is personally affected by the discipline, termination or workplace safety issue. A grievant is the only person who may file a grievance. The issue raised in the grievance must relate to issues personal to the grievant filing the grievance and may not relate to matters affecting other parties.

	Title: Grievance Procedure		Policy Number: HR 130	
	Author: Sandy Rohrick		Created: 02/02/2016	Revision: B
	Scope: Non-Rep City Employees	Revision Date: New 1:28 PM		Page 2 of 3

4.0 Procedure

a) Grievance Processing

An employee must process his/her grievance outside of normal work hours, unless the employee elects to use accrued paid time off (vacation or discretionary time) in order to be paid for time spent processing his/her grievance through the various steps of the grievance procedure.

A written grievance filed under this policy must contain the following information:

- The name and position of the employee filing it;
- A statement of the issue involved;
- A detailed explanation of the facts supporting the grievance;
- The date the event giving rise to the grievance took place;
- The identity of the policy, procedure or rule that is being challenged; and
- A statement of the remedy sought.

b) Steps of the Grievance Procedure

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

Step 1 – Written Grievance Filed with the Department

The employee must prepare and file a written grievance with his/her Department Head within five (5) days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, if possible within ten (10) days of receipt of the grievance. In the event the grievance involves the Department Head, the employee may initially file the grievance with the Human Resources Director, who shall conduct the Step 1 investigation.

Step 2 – Review by Human Resources Director [or City Administrator]


If the grievance is not settled at Step 1, the employee may appeal the grievance to the Human Resources Director [or City Administrator] within five (5) days of the receipt of the decision of the Department Head at Step 1. The Human Resources Director [or City Administrator] or his/her designee will review the matter and inform the employee of his/her decision, if possible within ten (10) days of receipt of the grievance.

Step 3 – Impartial Hearing Officer

If the grievance is not settled at Step 2, the employee may file, within five (5) days following receipt of the decision of the Human Resources Director [or City Administrator], a written appeal for review by an impartial hearing officer. The City shall select the impartial hearing officer, who shall not be a City employee. In all cases, the grievant shall have the burden of proof. The jurisdiction of the impartial hearing officer is limited to answering the following question: Based upon the preponderance of the evidence, has the Grievant proven that the action of the City was arbitrary and capricious?

This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer may admit all evidence that he/she deems relevant to the issues raised, and may exclude immaterial, irrelevant or repetitious testimony or evidence. After the Grievant and the City have presented all relevant witnesses and evidence, the impartial hearing officer shall close the hearing. The impartial hearing officer may ask for oral or written closing statements.

The impartial hearing officer shall prepare a written decision within ten (10) days of the close of the hearing. The impartial hearing officer shall have no authority to issue a remedy, but the impartial hearing officer may

	Title: Grievance Procedure		Policy Number: HR 130	
	Author: Sandy Rohrick		Created: 02/02/2016	Revision: B
	Scope: Non-Rep City Employees	Revision Date: New 1:28 PM		Page 3 of 3

recommend remedy. Remedial action and authority shall be subject to the determination and approval of the City Council, and shall be addressed in the event a grievance is sustained.

Step 4 – Review by the Governing Body

If the grievance is not resolved after Step 3, the Grievant or the City may request, within five (5) days of receipt of the written decision from the hearing officer, a written review by the Governing Body. In most instances, the appeal shall be heard by the City Council. For Library, Transit and Water Utility employees, the appeal shall be filed with the Library Board, Transit Commission, or Water Utility Board.

The Governing Body shall not take testimony or evidence; it may only determine whether the impartial hearing officer reached an arbitrary or incorrect result based on a review of the record before the impartial hearing officer. The matter will be scheduled for the Governing Body's next regular meeting. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. The Governing Body shall not substitute its judgment for that of the impartial hearing officer. Findings of fact shall be upheld unless they are clearly erroneous. The Governing Body will inform the employee of its findings and decision in writing within ten (10) days of its meeting. The Governing Body shall decide the matter by simple majority vote and this decision shall be final and binding.

Employee Representation

An employee shall have the right to be represented by an attorney or other representative at Step 3 of the grievance procedure at the employee's expense. The representative may not be a material witness to the dispute. Employee discussion with his/her representative shall not take place during working hours.

Time Limits

The timelines provided in this policy must be strictly followed. If the Grievant fails to meet the timelines set forth above, the grievant shall be considered resolved. If the City fails to meet the timelines set forth above, the grievance shall advance to the next step of the process. The only exception to this policy is if the Grievant and the City mutually agree in writing to waive a timeline, but such waiver must occur in advance of the expiration of the timeline.

III

Res. No. _____ - 15 - 16. By Alderperson Hammond. February 1, 2016.

A RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$2,125,000 WATER UTILITY REVENUE REFUNDING BONDS, SERIES 2016.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of the sum of approximately \$2,125,000 for the public purpose of paying the cost of refunding certain outstanding obligations of the City, specifically, the callable portion of the \$4,900,000 Water Utility Revenue Bonds, Series 2005, dated September 1, 2005 (the "Refunding");

WHEREAS, cities are authorized by the provisions of Section 66.0621, Wisconsin Statutes, to borrow money and to issue water utility revenue bonds to provide funds for extending, adding to and improving a public utility or refunding obligations issued to finance such extensions, additions and improvements; and

WHEREAS, the Common Council of the City hereby finds and determines that water utility revenue refunding bonds in an amount of approximately \$2,125,000 should be issued, pursuant to Section 66.0621, Wisconsin Statutes, for the purpose of paying the cost of the Refunding.

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

Section 1. Issuance of the Bonds. The City shall issue Water Utility Revenue Refunding Bonds, Series 2016 (the "Bonds") in an amount of approximately \$2,125,000 for the purpose above specified.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Finance

Section 3. Official Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WFPF")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete, Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with WFPF) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the Common Council shall consider taking further action to provide the details of the Bonds and to award the Bonds to the lowest responsible bidder therefor.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2016.

Dated February _____, 2016. _____, City Clerk

Approved February _____, 2016. _____, Mayor

III

Res. No. _____ - 15 - 16. By Alderperson Hammond. February 1, 2016.

A RESOLUTION authorizing a refund of the 2015 personal property assessment for Tax Parcel 59281865365.

RESOLVED: That the appropriate City officials are hereby authorized and directed to cancel the 2015 personal property taxes of \$ 54.99 for Tax Parcel No. 59281865365, in accordance with State Statute 74.35.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized and directed to refund 2015 personal property taxes in the amount of \$ 54.99 for Assessment No. 59281865365 in accordance with State Statute 74.35.

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 15 - 16. By Alderperson Hammond. February 1, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

Establish estimated revenue and appropriation for a State Energy Program - Planning and Implementing Clean Energy Investments in Wisconsin Communities grant from the Public Service Commission of Wisconsin, Office of Energy Innovation:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Projects Fund Streets Department State Grant 40031100-434211	Capital Projects Fund Streets Department Street Lighting 40033140-631200	\$75,000

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. - 15 - 16. By Alderperson Thiel. February 1, 2016.

A RESOLUTION authorizing application for 2016 COPS Office Anti-Heroin Task Force Program Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department, as lead agency for the Sheboygan County MEG Unit, has the opportunity to obtain an Anti-Heroin Task Force grant in the amount of \$12,300 annually for two years from the State of Wisconsin, Department of Justice.

WHEREAS, the Anti-Heroin Task Force Grant program provides funds to support additional overtime hours for MEG Unit member agencies' investigative personnel to conduct heroin and opioid drug investigations for the period January 1, 2016 through December 31, 2017.

WHEREAS, in order to obtain the grant in the amount of \$24,600 it is necessary for the Chief of Police to submit a Memorandum of Understanding through the Wisconsin Department of Justice before January 31, 2016; and

WHEREAS, the funding received would be \$24,600 from the State of Wisconsin with no local matching funds required.

RESOLVED: that the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the grant application and the administration thereof.

pp 5.

BE IT FURTHER RESOLVED: that the City of Sheboygan will meet the obligations of the grant including reimbursement for member agencies and such processing shall continue as long as the state grant program is renewed, or until this resolution is modified by the Council.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 15 - 16. By Alderperson Belanger. February 1, 2016.

A RESOLUTION authorizing advertising for bids for the resurfacing of N. 6th Street (Niagara Avenue to Superior Avenue), S. 17th Street (Maryland Avenue to Union Avenue), and Saemann Avenue (N. 21st Street to Calumet Drive).

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the resurfacing of N. 6th Street (Niagara Avenue to Superior Avenue), S. 17th Street (Maryland Avenue to Union Avenue), and Saemann Avenue (N. 21st Street to Calumet Drive) according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

Pub. Wks.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. - 15 - 16. By Alderperson Belanger. February 1, 2016.

A RESOLUTION authorizing executing a Naming Rights Agreement regarding the three softball fields located at Wildwood Softball Complex.

RESOLVED: That the Mayor is hereby authorized and directed to execute the attached Naming Rights Agreement with Wisconsin Bank and Trust.

Pub. Wks.

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

NAMING RIGHTS AGREEMENT

THIS NAMING RIGHTS AGREEMENT, hereinafter referred to as the "Agreement," is made by and between the City of Sheboygan and Wisconsin Bank and Trust.

RECITALS

1. The Sheboygan Softball Association ("SSA"), with the permission of the City of Sheboygan, entered into a five (5) year agreement on May 20, 2011 with Community Bank and Trust for the naming rights of the three softball fields located at Wildwood Softball Complex, 2213 New Jersey Avenue, Sheboygan, Wisconsin 53081.

2. Pursuant to said agreement, the fields were named "Community Bank and Trust Softball Fields," from 2011 through the 2015 season.

3. The City of Sheboygan found it necessary to terminate the contract with the SSA to operate the Wildwood Softball Complex on February 21, 2014, but entered into an agreement with Community Bank and Trust to uphold the original terms of the naming rights agreement with Community Bank and Trust.

4. The prior agreement provided Community Bank and Trust with an option to renew this agreement for an additional five (5) years.

5. During 2015, Wisconsin Bank and Trust merged with Community Bank and Trust, and the combined entity, known as Wisconsin Bank and Trust, desires to renew this agreement under its new name.

AGREEMENT

Wisconsin Bank and Trust hereby agrees to make annual naming rights payments of \$5,000 per year directly to the City of Sheboygan for five (5) years, beginning with 2016. The terms of the payments shall remain the same as provided in the 2011 agreement. These payments will be used by the City of Sheboygan to maintain and upgrade the softball fields and other park amenities.

The City of Sheboygan understands that the agreement will include appropriate signage at the Wildwood Softball Complex, banners on the fields, and ads in the online schedule each year, similar to what was provided in the previous years of the agreement.

CITY OF SHEBOYGAN

WISCONSIN BANK AND TRUST

By: _____
Michael J. Vandersteen
Mayor

By: _____

Date: _____

Date: _____

VI

R. C. No. _____ - 15 - 16. By FINANCE. February 1, 2016.

Your Committee to whom was referred R. O. No. 179-15-16 by the City Clerk submitting a claim from Sam Walker, 709 N. 8th St., for alleged damages to his property (Sonlight Books) caused by water from the green space north of the building; recommends denying the claim and to request that the City Attorney send a Notice of Disallowance.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

II

4.3

R. O. No. 179 - 15 - 16. By CITY CLERK. October 19, 2015.

Submitting a claim from Sam Walker, 709 N. 8th St., for alleged damages to his property (Sonlight Books) caused by water from Green Space north of the building.

~~Invoice~~
deny &
send notice of
Disallowance

City Clerk

II

131

A. C.

DATE RECEIVED 10-12-15

RECEIVED BY MD

CLAIM NO. 10-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 12 '15 4:18

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

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

1. Name of Claimant: Sonlight Books (Sam Walker)
2. Home address of Claimant: 709 North 8th Street, Sheboygan, WI 53081
3. Home phone number: 920-458-7888
4. Business address and phone number of Claimant: (same)

5. When did damage or injury occur? (date, time of day) July 13, 2015 8:30 AM

6. Where did damage or injury occur? (give full description) In the basement of Sonlight Books

7. How did damage or injury occur? (give full description) The GREEN SPACE on the northside of Sonlight Books caused aprox. 10,000 gal. of water to come into the basement.

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

(a) Name of such officer or employee, if known: Chad Pelishek, City Planner

(b) Claimant's statement of the basis of such liability: Did not put in any storm sewers and the ground was graded toward the store (with a 20" pitch) rather than away from it.

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

(a) Public property alleged to be dangerous: The Green Space next to Sonlight Books Caused Flooding

(b) Claimant's statement of basis for such liability: Flooding of Sonlight Books basement.

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

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

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

Auto: \$ _____

Property: \$ 70,794

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 70,794

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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

SIGNATURE OF CLAIMANT

Swalsh

DATE

10-12-15

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 10-12-15

RECEIVED BY MD

CLAIM NO. 10-15

Claimant's Name: Sonlight Books CLAIM (Sam Walker)
 Claimant's Address: 709 N. 8th Street
Sheboygan, WI 53081
 Claimant's Phone No. 920-458-7888
Sam's cell 920-946-4546

Auto \$ _____
 Property \$ 70,794
 Personal Injury \$ _____
 Other (Specify below) \$ _____
TOTAL \$ 70,794

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 70,794.

SIGNED [Signature] DATE: 10-12-15

ADDRESS: Sonlight Books
709 N. 8th St. Sheboygan, WI 53081

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

Sonlight Books

Flood Repair Expenses

from July 13, 2015

Hours worked:

July 13 Monday	Worked with Fire Dept. and Carpet Cleaner to remove water and phone calls.	8.0 hrs.
	Worked on salvaging books, displays and stuff found in wet cardboard boxes on the floor and took the rest to the dumpster	4.0
July 14 Tuesday	Met with mitigation company rep - Estimate \$25M	1.0
July 15 Wed	Met with 2 nd mitigation company rep from Plymouth - Estimate \$6M Moved furniture, equipment, and boxes of miscellaneous stuff into a dry part of the basement in preparation of the mitigation company coming in the morning (2 people x 4.5 hrs.)	1.5 9.0
July 16 Thurs.	Mitigation company came at 6:30am and I worked with them Cleaned out desk drawers that were affected by the water	4.0 4.5
July 21 Tuesday	Discovered more drawers that were wet Worked with Kevin (our tech guy) on setting up the computer	2.5 3.0
July 28 Tuesday	Met with Jennifer on a review of the North wall and water project	1.5
July 29 Wed	Setup bookkeepers office back in unfinished basement	2.0
Aug 13 Thursday	Met with Superior Waterproofing for estimate	2.5
Aug 24 Monday	Met with Sure Dry Waterproofing for estimate Met with Scott Thiel to look at doing repairs	2.0 1.0
Aug 27 Thursday	Took down drywall from north wall in basement (2 people x 4.0 hrs.)	8.0
Aug 28 Friday	Removed drywall from basement to dump (3 people x 2.5 hrs.)	7.5
Aug 31 Monday	Met again with Vince from Sure Dry for estimate on waterproofing	0.5
Sept 1 Tuesday	Mayor visited store, viewed soggy Green Space and basement north wall	0.5
Sept 8 Tuesday	Met with Scott Thiel, General Contractor and Steve Tenpas, Drywaller and painter to give estimates on the work needed	0.5
Sept 10 Thursday	Met with Mocco's Carpets for estimate	0.5
Ongoing	Daily emptying dehumidifier in basement and mopping as needed Ordering replace parts and equipment that was lost and setup Putting reports together	6.0 4.5 8.0

\$20 per hour X 82.5 hrs. =
\$1650.00

Sonlight Books	Loss of books that were water damaged (at cost)	\$436
Alliant Energy	Extra electricity used for mitigation company's equipment and dehumidifiers	\$250
Macco's Carpet	Replacement of basement carpet	\$6334
Judy's office equip	Microsoft Office 2007 License for computer	\$130
	Printer replacement	\$120
	Computer replacement	\$100
	Power adapter for 3 in 1 copier	\$ 28
	Tech support for computer	\$303
Elsa's office equip	Computer replacement	\$538
	Tech support for computer	\$240
	Schenck Acc't phone calls and recreating master worksheet	\$500
	Paper shredder	\$106
	Expandable file folders, 10 reams of paper and envelopes	\$170
Hoffman's Cleaners Superior	Flood water removal from basement carpet and spot clean love seat	\$342
Waterproofing Scott Thiel	Waterproofing exterior and interior of north wall below grade	\$31,300
Building Contractor	Refinishing and painting	\$21,230
Advanced Disposal Badger State	Disposal of Drywall materials	\$ 54
Restoration	Removal of carpet, baseboard, drilling holes and drying equip	\$6,900
True Value	Replace wax ring	\$3
Plumber	Toilet replacement	\$60
Hours	(from first page)	\$1650
	Total	\$70,794



LEGACY
architecture

605 Erie Avenue, Suite 101
Sheboygan, Wisconsin 53081
(920) 783-6303
info@legacy-architecture.com
www.legacy-architecture.com

August 26, 2015

Chad Pelishek, Director of Planning & Development
City of Sheboygan Planning & Development Department
828 Center Avenue
Sheboygan, WI 53081

Re: Sonlight Books

Dear Mr. Pelishek:

We submit the attached plans and elevations to you in fulfillment of our work funded through a Historic Preservation Grant. The first floor plans show the floorplate getting divided so that the northern one-third would go to a new tenant, possibly a restaurant, with a patio spilling out into the new green space left by the former Boston Store, and the southern two-thirds would remain Sonlight Books. The second floor plan shows the floor getting divided into five new apartments, leaving as many of the existing walls in place as possible to make construction more affordable. The north elevation reacts to the new uses on the interior of the building on both the first and second floors.

The north elevation also makes an attempt to clean up the north wall, an uninsulated wall that was never meant to be exposed to the elements. We believe the brick was originally laid from the outside-in. The removal of the Boston Store building has resulted in an exterior masonry wall that is not level, plumb, or flush, with a variety of mortar conditions ranging from too much mortar spilling out from the brick to too little or missing mortar. We recommend a multi-layer approach to the wall. The first step would be to knock out any areas where there is too much mortar spilling out from the brick, and filling in any areas where there is too little or missing mortar. Then the wall would be coated with a spray applied weather resistant barrier, which would prevent any water infiltration from the exterior to the interior. New insulation, furring strips, metal lath, and stucco would be applied to the wall.

Since Boston Store was removed, the owner continues to have water problems in his basement. On June 11-12, 2015, the City of Sheboygan had a significant rain event. Online records indicated an event of 1.91 inches. The north and west halves of the basement flooded with approximately 4 to 5 inches of water. The water was so deep that fire department was called to assist in removing the water, before a carpet cleaning company could come in and remove the rest. The owner had to remove approximately 1,900 square feet of carpet and approximately 400 linear feet of baseboard in the basement due to the flooding. Holes were placed in the bottom of the walls at 16 inches on center to ventilate the stud cavity spaces in an attempt to prevent mold growth. However, mold was identified on August 24, 2015. The gypsum board walls, furring, and a portion of the acoustic tile and drywall ceilings have subsequently been removed.

Several professionals have been called out to the site to take a look at the existing conditions and render their professional opinions. Their letters are attached.

Curly Broehm, a licensed plumber from Elkhart Lake, visited the site on July 20. He investigated the roof and roof drain in the light well on the north side of the building. He found the roof to be cluttered with debris from the Boston Store demolition, but the roof and the drain were dry. There was no evidence that the light well had seen water in quite some time. He ran water through the drain for 20 to 30 minutes straight with no indication of any water on the first floor ceiling, walls, floors, or in the basement. It's also

useful to point out that the light well has a roof on it, so unless there was a driving rain with a strong wind from the north, the water would not make it into the light well. In addition, the tributary area of the light well is quite small. Both of these physical attributes would not equate a lot of water seeping into the building.

I have personally visited the site on several occasions. On July 28, the weather had been very dry for the past 10 days. However, there was still water seeping into the basement. This could have only come from the irrigation system that was being used to water the sod in the grassy area to the north. It continues to seep in at that same location.

Roger Miller, from Miller Engineers and Scientists in Sheboygan, visited the site on July 30. Roger was asked to document the topography in the grassy area to the north because it appears that the new finished grade is pitched directly to the building. He took spot elevations which showed a waterflow projection pointing right to the area where the water has been entering into the basement. The grassy area to the north should be regraded so that it is pitched away from the building 6 inches for every 10 feet. Yard drains/inlets should be added in the grassy area to the north to pick up stormwater and route it to the nearest convenient storm sewer on either Seventh Street or New York Avenue.

Mike from Superior Waterproofing in Cleveland, visited the site on August 13. He also looked at the topography in the grassy area to the north and confirmed Roger Miller's findings that the grade is pitched directly to the building. He has recommended a basement waterproofing and drainage system for the north wall of the building, which will require excavation, waterproofing, backfill, and regrading.

The owner would like work to be done to correct the situation as soon as possible, before winter weather approaches, so that the water problems can be stopped before causing further damage. The owner would like the opportunity to talk to you and the city engineer so an agreeable solution can be negotiated.

Sincerely,

Legacy Architecture, Inc.

Jennifer L. Lehrke

Jennifer L. Lehrke, AIA, LEED AP, NCARB
Principal Architect & Historic Preservation Consultant

SUBJECT PRELIMINARY ANALYSIS OF

JOB NO.

PAGE

1/1

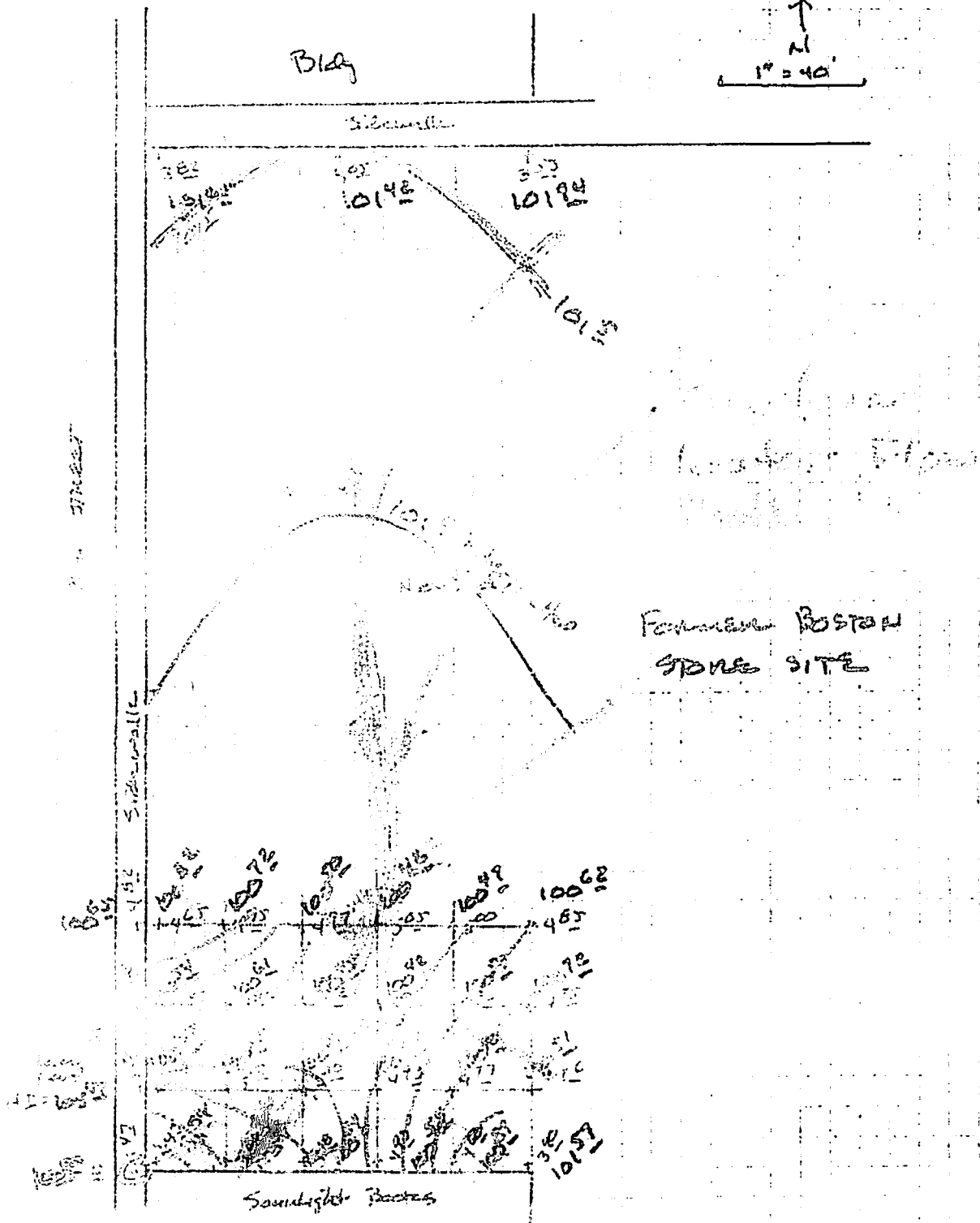
CLIENT DE GRACY ARCHITECTS

DATE 2/20/2015 BY RGM

PROJECT SOUNDLIGHT BODIES RESTAURANT FACADE

CHECKED

BY



MILLER
ENGINEERS
SCIENTISTS

Jennifer L. Lehrke, AIA, LEED AP

From: Sam Walker <sonbks@sheboygan.parable.com>
Sent: Wednesday, August 12, 2015 10:20 PM
To: Jennifer L. Lehrke, AIA, LEED AP, NCARB
Subject: Plumbers' Statement about Skylight

To Whom it may concern:

On Tuesday July 20, 2015 Sonlight Books called and asked me to check the roof drain in the skylight on the north side of the building. When I arrived I could see debris in the area of the roof drain, including stone dust, a piece of wall edging cap, and debris from Boston Store. This debris was dry, almost in powder form. I swept the area, boxed up the sweepings, and told Sam to keep it. There is no way this area ever had water in it. I then used my medium sewer machine to open the roof drain. The drain had not been able to drain water for some time. I worked for 20-30 minutes just to get the snake to go through, during which time Sam and I used a vacuum to suck out rust and dirt. Finally, we got it open and ran water for 20 to 30 minutes. I then went to check the basement, and found no water.

Sincerely,

Curly Broehm, Licensed Plumber
N8151 Willow Rd
Elkhart Lake, WI 53020
920-207-9144

Proposal # 14859

Proposal

Bid Date: 8/18/15

Superior Waterproofing

www.DryBySuperior.com

1120 Maple St. Cleveland, WI 53015
Phone: (920) 693-8290 Fax: (920) 693-8583



ACCREDITED BUSINESS

- Fully Insured!
- Financing Available!

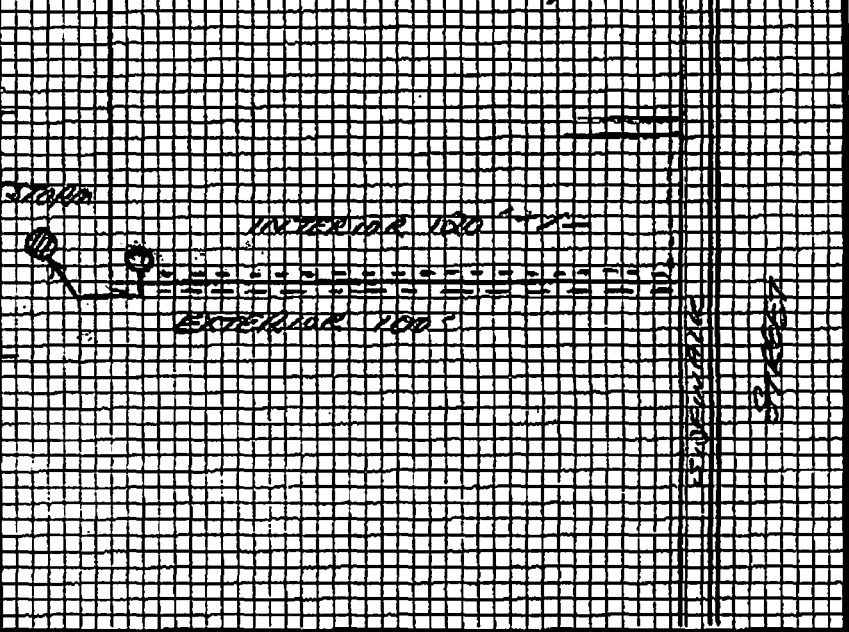
Superior Seamless Inc.

www.SuperiorSeamlessInc.com

OWNER SAM WALKER	PHONE 920-4546	ALTERNATE
STREET 709 N 8TH ST.	E-MAIL	
CITY, STATE, & ZIP SHEBOYGAN, WI	CONTRACTOR INFO	
	PHONE	FAX
BILLING ADDRESS		

DETAILS: **INCLUDES EXCAVATION, WALL SURFACING AS NEEDED, SEAL, DRAIN MAT, GRAVEL, BACKFILL, INTERIOR + EXT. DRAIN TILE, SUMP SYSTEM (2 SUMPS / 1 BASIN) + TIE TO STORM SEWER. (PERMIT REQ'D) IS SEPARATE.**

PRODUCT:	QUANTITY:	PRICE:
DRAIN TILE: INTERIOR	120'	5400-
DRAIN TILE: EXTERIOR	100'	1500-
LINER: BITUMENE	800'±	2400-
PANEL: TRENDRAIN	800'±	1200-
REPAIR: SURFACING	800'±	3200 STORM
SUMP BASIN:	1	600-
SUMP PUMP:	2	600-
BACK-UP:		
DL TYPE: STORM	20'	800-
EX/FILL/SOD	44'	15,600-
GUTTER:		
MITRES:		
SPOUT 3"		
SPOUT 4"		
EXTENSION TYPE:		
LEAF PROTECTION:		
ICE PROTECTION:		
TEAR-OFF:		
TOTAL COST OF PROJECT:		



This proposal is based on my goals, and my best explanations of the needs it addresses.
 I have been informed of and offered all amenities listed in the columns at the left of this page.
 I have copies of the warranty and preparatory paperwork, and agree to the terms therein.

WE PROPOSE to furnish materials and labor complete in accordance with the above specifications, for the sum of:
THIRTY ONE THOUSAND, THREE HUNDRED dollars. \$ **31,300 -**
 Deposit Required: \$ **15,000 -** Balance Due Upon Completion: \$ **REMAINDER**

Payment is to be made in full, to our crew at the completion of the project. Failure to do so may result in a billing fee. Past due balances may be subject to late fees and interest up to 18% per annum. Any offers of financing or extended grace periods are issued at Contractor's discretion, and in writing above.

All material/work is guaranteed to be as specified above or equivalent, in accord with standard practices. Any variations resulting in cost changes will become written change orders and may result in an additional charge. All agreements are contingent upon accidents/delays beyond our control. Our workers are covered by Worker's Compensation Insurance.

SALESMAN: **MIKE DENNEY**
 SIGN: *[Signature]*
 (BID MAY EXPIRE IN 90 DAYS)

My signature below indicates my acceptance of all the terms listed in this contract, and of the warranty on the reverse side. I have described the issues accurately and honestly, and this system has been designed according to my description. I grant the Contractor 60 days to remedy any problem arising under the warranty, and I will report all problems within 24 hours of discovering them. My work is scheduled when a deposit is made, but I understand that scheduling is subject to change without notice in case of any unforeseen circumstance. I promise to obtain all required work permits, and will absorb all liabilities if I do not do so, including compensations.

THE AFOREMENTIONED IS AGREED UPON. YOU ARE AUTHORIZED TO PERFORM THE WORK:

SIGNATURE: _____ DATE: _____

Scott Thiel Builders

**709 Birch Tree Road
Sheboygan, WI 53083
920-458-5763**

Estimate

**Sonlight Books
709 N. 8th Street
Sheboygan, WI 53081**

Description: Repair water damage in basement.

Complete work as follows:

Demo work: Cut drywall in all basement rooms, 18" up from the floor.

Carpentry work: Frame north wall area where framing was removed. Reframe soffit, remove cabinetry and reinstall in conference room. Remove existing door casings and reinstall in new drywall areas. Remove bathroom vanity and countertop and reinstall. Replace shelving that was water damaged. Adjust doors that are sticking. Reinstall suspended ceiling where necessary.

Drywall: Per quote attached from Tenpas Drywall, Inc.

Painting: Per quote attached from Tenpas Drywall, Inc.

Plumbing: Remove sink in conference room. Remove sink and toilet in bathroom, reinstall when areas are ready.

Haul away all scrap and waste materials complete.

Complete project. labor and materials: \$21,230.00

Job breakdown:

Materials:	\$ 1,250.00
Demo labor:	1,620.00
Carpentry labor:	3,780.00
Drywall work:	7,875.00
Painting:	3,955.00
Plumbing:	320.00
Dumpster:	500.00

Subtotal:	\$19,300.00
10% Profit:	1,930.00
Total:	\$21,230.00

Thank you for allowing Scott Thiel Builders the opportunity to bid this project and we look forward to working with you.

9/24/15

Scott Thiel Builders



Badger State Restoration

920-946-9477 24-HR.
11 RUSTIC STREET
PLYMOUTH, WI 53073

Invoice

Date	Invoice #
7/20/2015	864

Bill To

Sonlight Books
709 N. 8th St
Sheboygan, WI 53081

Terms
Due on receipt

Item	Description	Amount
Emergency Services	Job Site Location: 709 N. 8th Street, Sheboygan Removal of carpet Removal of wet items Dryout equipment for 3 days Antimicrobial treatment It was a pleasure working with you	6,899.83

After thirty days finance charges of 1.5% per month will be applied

Total \$6,899.83

VIII

R. C. No. _____ - 15 - 16. By FINANCE. February 1, 2016.

Your Committee to whom was referred Res. No. 130-15-16 by Alderperson Hammond authorizing a transfer of appropriations in the 2016 Budget (establish estimated revenue and appropriation for 2016 Wisconsin Justice System Improvement, Beat Patrol Grant Solicitation); recommends that the Resolution be passed.

reg

_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.3

Res. No. 130 - 15 - 16. By Alderperson Hammond. January 18, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.

Establish estimated revenue and appropriation for 2016 Wisconsin Justice System Improvement, Beat Patrol Grant Solicitation:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Police Department State Grant 10131100-434211	General Fund Police Department-Patrol Salaries/Benefits 10121150-5xxxxx	\$121,434

*Finance
approve.*

John By

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

VI

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. February 1, 2015.

Your Committee to whom was referred R. O. No. 232-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that Beverage Operator's License #0977 be denied based upon his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee.

reg

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

7.1

R. O. No. 232 - 15 - 16. By CITY CLERK. December 21, 2015.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

*Law & Lic.
11/4/16 - grant all lic. except hood Osbahr, Ries
11/18/16 - hood Osbahr, Ries
2/1/16 - deny Osbahr.*

City Clerk

CHANGE OF AGENT

Kristal Sullivan is replacing Cherie Duby as agent at the Kwik Trip #873 located at 625 S. Taylor Dr. effective immediately.

"CLASS B" LIQUOR LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3163	Starbucks #10480 (Reserve)	3550 Washington Ave. Frt. Rd.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3049	G & G Massage	2602 N. 15 th St.
1701	Salon Sase	631 Riverfront Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0016	Adhikar, Manav	2632 Georgia Ave., #22
0985	Jarvis, Judith L.	2803 Lakeshore Dr.
0990	Kautzer, Mark A.	1615 Spruce Ct.
1615	Kempfer, Terese M.	3602 N. 21 st St., #311
8240	Ludwig, Malyssa A.	1219 S. 21 st St.
0984	Meyer, Robert D. (Club)	1649 S. 25 th St.
0977	Osbahr, Eugene A.	120 Edna St., Plymouth
0988	Porzxadny, Bryan David	716 Broadway

7181 Repinski, Dawn M.	3830 Koehn Ave.
0986 Runkel, Kevin R. (Club)	225 Lilac LN., Belgium
0989 Rusch, Kristen A.	2302 Lake Aire Dr.
0983 Schwarz, Hanna C.	6632 Leona Ln.
0982 Ter, Kavita K.	2618 Georgia Ave., #5
9841 Thompson, David E.	620 S. 8 th St., #106
0991 Velier, Joseph W.	3715 S. 12 th St.

TAXICAB DRIVER LICENSE (**NEW**) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7423	Olson, Andrew J.	1209 Riverview Dr.
0987	Ries, Johnathan David	3221 N. 26 th St.

TAXICAB DRIVER LICENSE (**RENEW**) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6703	Kropuenske, Lynn M.	716 Superior Ave.
0519	Levisen, Anthony J.	1105 Eisner Ave.
9814	Maldonado, Silvestre Torres	1833 N. 20 th St.
8177	McKenzie, David J.	1216 S. 9 th St.

~~IX~~

Gen. Ord. No. - 15 - 16. By Alderperson Thiel. February 1, 2016.

AN ORDINANCE repealing and recreating portions of Section 122-98 of the City of Sheboygan Municipal Code, relating to water main extensions.

WHEREAS, the Sheboygan Water Utility has requested that the charge for water main assessments be increased from \$25.00 to \$30.00 per linear foot so as to reflect current installation costs; and

WHEREAS, the Sheboygan Water Utility has requested that commercial uses receive the same treatment as single and two-family residential uses with relation to water main assessments on corner lots.

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

Section 1. Section 122-98 of the Sheboygan Municipal Code is hereby repealed and recreated in subsection (c) (2), thereof, so as to read as follows:

"Sec. 122-98. *Water main extensions.*

. . .

(c) Special assessments:

. . .

(2) Whenever a parcel of land is platted or an unplatted district abuts two or more streets, consideration shall be made as follows:

- a. The first water main, whether it is along the long side or short side of the lot, shall be assessed at \$30.00 per foot for the entire side.
- b. When the second side of the corner lot receives a water main, the second side shall be charged only for the water main in excess of 120 feet; provided however, that if said lot is zoned for single, two-family residential or commercial use, the second side shall be charged only for the water main in excess of 220 feet.
- c. Any length over 120 feet (220 feet for lots zoned for single, two-family residential or commercial use) shall be assessed at \$30.00 per foot.

PPS.

- d. The linear foot of frontage assessed to any parcel shall not be less than the minimum permitted lot width for lots in the particular zoning district, provided, however, that legal nonconforming lots shall be assessed based upon the actual linear foot frontage of the lot.

. . ."

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

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


Gen. Ord. No. - 15 - 16 . By Alderperson Thiel. February 1, 2016.

AN ORDINANCE amending various sections of Division 4 (Sewer and Water Services) of the plumbing code of the City of Sheboygan, contained in Article VIII, Chapter 26, Sheboygan Municipal Code.

WHEREAS, the Sheboygan Water Utility has requested various changes to the City of Sheboygan plumbing code to bring the code up to date with current technology and best practices.

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

Section 1. Section 26-1003 of the Sheboygan Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 26-1003. Water service and private water mains.

Water service laterals and private water mains from the public water main in the street to the curb stop shall be ductile iron, soft copper, polyethylene (PE), or polyvinyl chloride (PVC), with no sweat joints underground. When it appears that a lead or galvanized water service has failed, it shall be replaced with ductile iron, soft copper, polyethylene (PE), or polyvinyl chloride (PVC), from the main in the street to the curb stop; provided, however, that water services damaged by the water utility during disconnection for nonpayment of a water bill may be repaired rather than replaced. Specified materials shall conform to material properties set forth in Chapter SPS 384 of the Wisconsin Administrative Code."

Section 2. Section 26-1007 of the Sheboygan Municipal Code is hereby repealed and recreated to read as follows:

"Sec. 26-1007. Defective lead and galvanized iron services.

Whenever it appears, upon inspection, that a lead or galvanized water service lateral has failed from the building control valve to the stop box, the lead or galvanized lateral shall be replaced by a lateral of materials as set forth in Chapter SPS 384 of the Wisconsin Administrative Code."

PP+S.

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

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

XI

6.1

Gen. Ord. No. 43 - 15 - 16. By Alderpersons Donohue, Heidemann, Bohren, Hammond, and Kath. January 18, 2016.

AN ORDINANCE amending the supplement to Section 82-33 of the Sheboygan Municipal Code on file with the City Clerk's Office so as to change the Job Description for the position of Chief Administrative Officer in the Administrative Department for the City of Sheboygan.

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

Section 1. The supplement to Section 82-33 of the Sheboygan Municipal Code on file with the City Clerk's Office is hereby amended in Section 7 Mayor/Common Council as follows:

7. Mayor/Common Council

DELETE:

	Class Grade	NO. Employees
b. Chief Administrative Officer	16	1.0

ADD:

b. City Administrator	16	1.0
-----------------------	----	-----

Section 2. The new job description for the City Administrator is attached, and copies of which shall be on file in the offices of the City Clerk, City Finance and Human Resources Department.

Lies over



24

Section 3. 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 job descriptions shall be in effect from and after its passage and publication.

Julie Kath

James A. Bohren

[Signature]

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

6. Recommend to the Common Council measures that the CITY ADMINISTRATOR considers necessary for the improvement of city services and performance; conducts research, prepares reports and makes recommendations to the Mayor and the Common Council.
7. Serve as an ex-officio nonvoting member of city standing committees, except as specified by the Common Council or state statute.
8. Attend meetings of the Common Council, assisting the Mayor and Council as required in the performance of their duties. Provide information as requested by the Common Council or its committees, or other committees of the city.
9. Act as public information officer for the city.
10. Collaborate with the Human Resources department to determine leadership development needs; design and sponsor leadership development programming for the city.
11. The City Administrator consults with the Mayor, President, and Vice President on an as-needed basis.

Education and Experience:

Master's degree from accredited college or university required; in the fields of business or public administration preferred. Position requires at least ten years of progressively responsible work experience in municipal or private sector settings with a minimum of five years functioning in a senior leadership position.

Required Knowledge, Skills and Abilities:

1. Ability to develop and sustain positive working relationships with staff and alderpersons.
2. Ability and experience in using excellent communication skills.
3. Ability to provide leadership in collaborative efforts, direction and focus with the ability to delegate authority as required.
4. Ability and skills to take strong leadership initiatives, implement innovative practices and implement city initiatives effectively
5. Experience in human resources management, budgeting and financial administration.
6. Knowledge and experience in establishing and using performance measurement.
7. Knowledge of public sector collective bargaining.
8. Knowledge, skill and experience in principles and best practices of municipal financial management, municipal organizations, leadership development.
9. Skill and knowledge regarding principles and techniques of public relations.
10. Skill in implementing excellent customer service principles and practices.
11. Knowledge of federal, state and other laws and regulations affecting municipal government.
12. Significant knowledge and experience in team building, planning, organizing and directing the work of others.
13. Ability to conduct sound research and to develop effective recommendations for policies and implementation procedures.

Evaluation:

The CITY ADMINISTRATOR shall be evaluated on an annual basis by the Strategic Fiscal Planning Committee to include, at a minimum, the Mayor, President and Vice President of the Common Council. All would evaluate separately. The results will be compiled into one. The Mayor and President of the Council will meet with the City Administrator and go over the evaluation.

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 and 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.

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.

III

Other Matters

8.2

R. O. No. _____ - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting a claim from Nsighttel Wireless, LLC, for personal property taxes that were paid in error.

Finance

City Clerk

DATE RECEIVED _____

RECEIVED BY MD

CLAIM NO. 2315

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JAN 29 '16 AM 9:45

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

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

1. Name of Claimant: Nsighttel Wireless, LLC
2. Home address of Claimant: 450 Security Blvd, Green Bay, WI
3. Home phone number: 920-617-7110 54313
4. Business address and phone number of Claimant: Katie OConnell

5. When did damage or injury occur? (date, time of day) 1/28/16

6. Where did damage or injury occur? (give full description) NTW was charged for personal property tax in error - tax at 3703 S. Taylor Drive is paid thru Telco.

7. How did damage or injury occur? (give full description) billed in error (54.99) see copy of attached check.

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

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

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

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

(a) Public property alleged to be dangerous: —

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

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

NsightHel Wireless, LLC paid \$54.99 to
City of Sheboygan on 1/20/16 CK # 750016851

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ 54.99

TOTAL \$ 54.99

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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

SIGNATURE OF CLAIMANT

Katie O'Connell

DATE

1/20/16

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

(Nighthel Wireless, LLC)
CLAIM NO. _____
CLAIM

JAN 29 '16 AM 9:45

Claimant's Name: Katie O'Connell Auto \$ _____

Claimant's Address: 450 Security Blvd Property \$ _____
Green Bay, WI Personal Injury \$ _____

Claimant's Phone No. 920-617-7110 54313 Other (Specify below) \$ _____

TOTAL \$ 54.99

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 54.99.

for personal property taxes billed in error.

SIGNED Katie O'Connell DATE: 1/29/16

ADDRESS: 450 Security Blvd, Green Bay, WI
54313

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

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

7500016851

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE
CITYOFSHEBOYG	CITY OF SHEBOYGAN	00000000000076466	1/28/2016

OUR VOUCHER NUMBER	YOUR VOUCHER NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	WRITE-OFF	NET
00000000000140979	59281865365 2015	1/1/2016	\$54.99	\$54.99	\$0.00	\$0.00	\$54.99
COMMENT			\$54.99	\$54.99	\$0.00	\$0.00	\$54.99

THIS DOCUMENT HAS A COLORED SECURITY BACKGROUND. DO NOT CASH IF THE WORD "VOID" IS VISIBLE. THIS PAPER HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE AND IS ALTERATION PROTECTED.

NSIGHTTEL WIRELESS LLC
DBA CELLCOM
P.O. BOX 19079
GREEN BAY, WI 54307
920-617-7038

COBANK
COBANK, ACB

7500016851
82-750/1070

1/28/2016

\$ \$54.99

PAY
TO THE
ORDER
OF
Fifty Four Dollars and 99 Cents
CITY OF SHEBOYGAN
828 CENTER AVE
SUITE 205
SHEBOYGAN WI 53081

Patricia D. Reiche

⑈ 75000 1685 1⑈ ⑆ 107007508⑆

⑆ 31977738 2⑈

**TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT
PERSONAL PROPERTY TAX BILL FOR 2015**



AC200172

Please make all payments to the City of Sheboygan.

Property Number: 59281865365

Name: NSIGHTTEL WIRELESS LLC
DBA CELLCOM
PO BOX 19079
GREEN BAY WI 54307-9079

Property Address: 3703 S TAYLOR DR

Pay 1st Installment - \$54.99

Or

Pay Full Payment - \$54.99

By January 31, 2016

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Wisconsin Bank & Trust lobby locations.		Wisconsin Bank & Trust Lobby 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Bring tax bill and payment. Mon-Fri 9:00 AM - 5:00 PM Closed at Noon 12/24, all day 11/26, 12/25, 1/01, & 1/18.

Online Payments: Visit www.sheboyganwi.gov - Click on property tax payment options banner on homepage. Service Fees will apply.

Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.

Dates Municipality Closed: NA

Other Drop Off Site: None

Telephone: 920-459-0292

Tax payment information online at www.sheboyganwi.gov.

Click on property tax payment options.

Make check payable and mail to:

City of Sheboygan
828 Center Ave, Suite 205
Sheboygan WI 53081

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

III

Other Matters

8.2

Res. No. - 15 - 16. By Alderperson Hammond. February 1, 2016.

A RESOLUTION REGARDING MIDWESTERN DISASTER AREA REVENUE REFUNDING BOND FINANCING FOR JUST KIDS DENTAL, S.C. PROJECT.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Wisconsin (the "Issuer"), as follows:

Section 1 Recitals.

1.01 Under Wisconsin Statutes, Section 66.1103, as amended (the "Act"), the Issuer is authorized and empowered to issue revenue bonds to finance eligible costs of qualified "projects" (as defined in the Act), and to enter into "revenue agreements" (as defined in the Act) with "eligible participants" (as defined in the Act).

1.02 Pursuant to a Bond Agreement dated as of February 1, 2011, the Issuer issued its \$1,423,925 City of Sheboygan, Wisconsin Midwestern Disaster Area Revenue Bonds, Series 2011 (Just Kids Dental, S.C. Project) (the "Series 2011 Bonds") to finance a project on behalf of MarBisky Enterprises, LLC, a Wisconsin limited liability company (the "Borrower"), consisting of the (i) construction of an approximately 6,500 square foot pediatric dental facility to be located at 1337 North Taylor Drive in the City of Sheboygan, Wisconsin to be owned by the Borrower and leased to Just Kids Dental, S.C., a Wisconsin corporation, (ii) acquisition and installation of equipment and (iii) professional fees and costs (collectively, the "Project").

1.03 Pursuant to Wisconsin Statutes, Section 66.1103, as amended, the Issuer may finance a project which is located entirely within the geographic limits of the Issuer.

1.04 The Borrower desires to refund the Series 2011 Bonds and has requested the Issuer to issue its City of Sheboygan, Wisconsin Midwestern Disaster Area Revenue Refunding Bonds, Series 2016 (Just Kids Dental, S.C. Project) in an aggregate principal amount not to exceed \$1,423,925 (the "Bonds").

1.05 Pursuant to Wisconsin Statutes, Section 66.1103(2)(k)22, the Issuer may finance projects eligible to be financed with qualified Midwestern disaster area bonds under 26 USC 1400N (a), as modified by P.L. 110-343, title VII, subtitle A, section 702 (d) (intro.) and (1), and it is intended that the Bonds are a current refunding issue of Midwestern disaster area bonds.

1.06 Drafts of the following documents have been submitted to this Common Council and are ordered filed in the office of the City Clerk:

Finance

(a) a Bond Agreement (the "Bond Agreement"), proposed to be entered into among the Issuer, the Borrower, Bank First National, as trustee (the "Trustee") and Bank First Investments, Inc., as original purchaser (the "Original Purchaser");

(b) a Promissory Note from the Borrower to the Issuer, and assigned to the Trustee; and

(c) a No Arbitrage Certificate.

Section 2 Findings and Determinations.

It is hereby found and determined that:

(a) based on representations of the Borrower, the Project constitutes a "project" authorized by the Act;

(b) the purpose of the Issuer's refinancing the costs of the Project is and the effect thereof will be to promote the public purposes set forth in the Act;

(c) it is desirable that a series of Midwestern Disaster Area Revenue Refunding Bonds in an aggregate principal amount not to exceed \$1,423,925 be issued by the Issuer upon the terms set forth in the Bond Agreement, under the provisions of which the Issuer's interest in the Bond Agreement (except for certain rights as provided therein) and the loan repayments will be assigned to the Trustee as security for the payment of principal of and interest on and premium, if any, on all the Bonds outstanding under the Bond Agreement;

(d) the loan payments provided for in the Bond Agreement, and the formulas set out for revising those payments under the Bond Agreement as required under the Act, are sufficient to produce income and revenue to provide for prompt payment of principal of and interest on and premium, if any, on Bonds issued under the Bond Agreement when due; the amount necessary in each year to pay the principal of and interest on the Bonds is the sum of the principal and interest on the Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; the Bond Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair, keeping it properly insured; and

(e) under the provisions of the Act, the Bonds shall be limited obligations of the Issuer and the Bonds do not constitute an indebtedness of the Issuer, within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against the Issuer's general credit or taxing powers or a pecuniary liability of the Issuer.

Section 3 Approvals and Authorizations.

3.01 There is hereby approved the issuance by the Issuer of its Midwestern Disaster Area Revenue Refunding Bonds (specifically, the Bonds) in an aggregate principal amount not to exceed \$1,423,925 for the purpose of refunding the Series 2011 Bonds which were issued to finance the Project.

3.02 The documents listed in Section 1.06 hereof, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, are approved. The Issuer shall proceed to issue its Midwestern Disaster Area Revenue Refunding Bonds, Series 2016 (Just Kids Dental, S.C. Project), in an aggregate principal amount not to exceed \$1,423,925, in the forms and upon the terms set forth in the Bond Agreement, which terms, including without limitation, interest rates, redemption provisions and maturity, are for this purpose incorporated in this resolution and made a part hereof. The Mayor and the City Clerk of the Issuer are authorized and directed to execute, attest and deliver the documents listed in Section 1.06 herein which are hereby approved, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, and such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's attorney and bond counsel, including an Internal Revenue Service Form 8038.

The Mayor and the City Clerk are authorized and directed to execute and seal the Bonds as prescribed in the Bond Agreement and to deliver them to the Trustee (together with a certified copy of this resolution and any other documents required by the Bond Agreement) for authentication and delivery to the Original Purchaser.

3.03 The Mayor and the City Clerk and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

3.04 The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's attorney and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

3.05 Bank First National shall initially assume and perform the duties of Trustee.

3.06 Notice of sale of the Bonds, in the form attached hereto as Exhibit A, shall be published in the official newspaper of the Issuer as a class 1 notice under Chapter 985 of the Wisconsin Statutes.

3.07 The Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Issuer shall pledge and assign to the Trustee all of its right, title and interest in and to the trust estate described in the Bond Agreement.

3.08 All out-of-pocket costs of the Issuer, including attorneys' fees, in connection with the issuance and sale of the Bonds shall be paid by the Borrower.

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 _____, 2016 _____, City Clerk

Approved _____, 2016 _____, Mayor

CERTIFICATION BY CITY CLERK

I, Susan Richards, being first duly sworn, hereby certify that I am the duly qualified and acting City Clerk of the City of Sheboygan, Wisconsin (the "Issuer"), and as such I have in my possession, or have access to, the complete corporate records of the Issuer and of its Common Council; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. _____ entitled: RESOLUTION REGARDING MIDWESTERN DISASTER AREA REVENUE REFUNDING BOND FINANCING FOR JUST KIDS DENTAL, S.C. PROJECT

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Common Council of the Issuer at a meeting held at City Hall, 828 Center Avenue, Sheboygan, Wisconsin at _____ p.m. on February 15, 2016 at a regular meeting of the Common Council and was held in open session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the Issuer.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following alderpersons were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following alderpersons were absent:

_____	_____
-------	-------

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion and after all alderpersons who desired to do so had expressed their views for or against said Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

NAY:

ABSTAINED:

Whereupon the meeting chair declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Issuer hereto on this 15th day of February, 2016.

CITY OF SHEBOYGAN, WISCONSIN

[SEAL]

By: _____
Susan Richards, City Clerk

EXHIBIT A

NOTICE TO THE ELECTORS

On February 15, 2016, a resolution was offered, read, approved and adopted whereby the City of Sheboygan, Wisconsin authorized the issuance and sale of its Midwestern Disaster Area Revenue Refunding Bonds, Series 2016 (Just Kids Dental, S.C. Project) in an amount not to exceed \$1,423,925 (the "Bonds"). The closing of this bond sale was held on _____, 2016. A copy of all proceedings had to date with respect to the authorization and sale of said Bonds is on file and may be examined in the office of the City Clerk, 828 Center Avenue, Sheboygan, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Susan Richards, City Clerk
City of Sheboygan, Wisconsin

II

Other Matters

8.3

R. O. No. _____ - 15 - 16. By CITY CLERK. February 1, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

City Clerk

CLASS "A" BEER LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3170	Minit Mart #1	1508 S. 8 th St.
3171	Minit Mart #2	2235 North Ave.
3172	Minit Mart #3	2420 Calumet Dr.
3173	Minit Mart #4	3715 Washington Ave.
3174	Minit Mart #5	3626 S. Taylor Dr.
3175	Minit Mart #6	1230 N. Taylor Dr.
3176	Minit Mart #7	1211 Weeden Creek Rd.
3169	Minit Mart #8	1006 Geele Ave.

CLASS "B" BEER (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3168	Tasty Sheboygan	1423 Union Ave.

CLASS "C" WINE (June 30, 2016)

3168	Tasty Sheboygan	1423 Union Ave.
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BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0992	Boehlke, Allyson P.	1606 S. 20 th St.
1047	Brown, Rachel A.	3630 N. 17 th St.
6646	Gatlin, Lindsey M.	2115 N. 8 th St.
0702	Genke, Jessica Ann	4423 Primrose Ct.
1254	Gorski, Ashley N.	331 Washington Ct.
1261	Guy, Joshua T.	W3718 South Dr., Plymouth
0201	Laws, Vincent A.	910 Lincoln Ave.

0784 Mehn, Jeffrey L.	3610 Bonnie Ct.
0659 Meyer, Kayleigh M.	1606 Martin Ave.
1022 Przybl, Samson L.	2640 Miley Rd., Sheb. Falls
1258 Samsal, Alexia P.	134 Bluff Ave., Sheb. Falls
7354 Semsch, Saowanee	512A S. 13 th St.
0601 Wirt, Shannon M.	512 N. 8 th St., #303

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9044	Ringel, Tammy L.	1511 N. 8 th St.
0741	Sarabia, Jason J.	1202 Alabama Ave.