

*****ATTACHMENTS*****

January 14, 2016

Mayor Vandersteen
City of Sheboygan

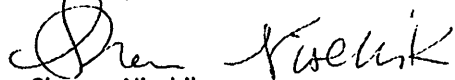
SUBJECT: SHAUNA NISCHIK RESIGNATION FROM SUSTAINABLE SHEBOYGAN TASK FORCE

Dear Mayor Vandersteen:

I am happy to share that I am expecting twins! By spring, I will be a mother of 3 boys under 3-years-old. Many of life's great blessings come with sacrifices. I will become a stay-at-home-mom and my career and many of my interests will be on hold.

Please accept my resignation from the Sustainable Sheboygan Task Force and my gratitude for the opportunity. I hope that the Task Force will positively impact environmental issues that Sheboygan faces and help ensure the City is thriving for many future generations to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Shauna Nischik". The signature is fluid and cursive, with the first name being more prominent.

Shauna Nischik
732 National Ave.

CC: Chad Pelishek, Director of Planning & Development, Sustainability Coordinator
Jeanne Kliejunas, Chair
Jenny Conrardy, Team Compost Lead



APPOINTMENTS 1.5

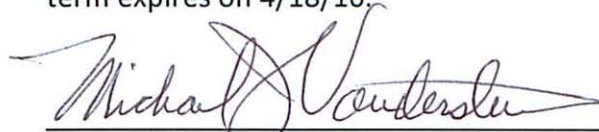
January 18, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

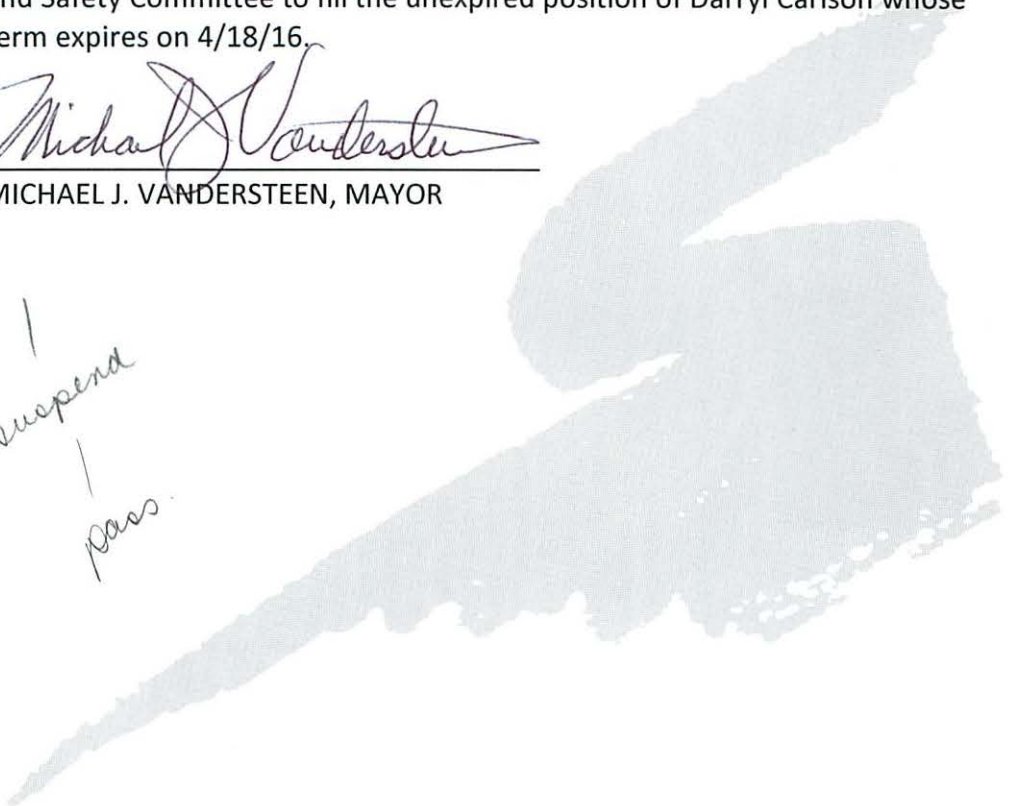
Joe Heidemann to be considered for appointment to the Finance Committee to fill the unexpired position of Darryl Carlson whose term expires on 4/18/16.

Roman Draughon to be considered for appointment to the Public Protection and Safety Committee to fill the unexpired position of Darryl Carlson whose term expires on 4/18/16.



MICHAEL J. VANDERSTEEN, MAYOR

Suspend
Pass



OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256



APPOINTMENTS

1.5

January 18, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:


I hereby submit the following appointments for your consideration:

Bill Thiel to be considered for appointment to the Sheboygan Transit Commission to fill the unexpired position of Darryl Carlson whose term expires on 4/18/16.

Bill Thiel to be considered for appointment to the City/County Shared Service Committee to fill the unexpired position of Darryl Carlson whose term expires on 4/18/16.

Bill Thiel to be considered for appointment to the Strategic Fiscal Planning Committee to fill the unexpired position of Darryl Carlson whose term expires on 4/18/16.

Susan Lessard to be considered for appointment to the Strategic Fiscal Planning Committee to fill the unexpired position of Jodi Vander Weele whose term expires on 4/18/16.



MICHAEL J. VANDERSTEEN, MAYOR

1 suspend

1 confirm

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

II

R. O. No. _____ - 15 - 16. By CITY CLERK. January 18, 2016.

Submitting, as a matter of record, a communication from the State of Wisconsin Department of Revenue certifying a base value for TID #16 as of January 1, 2015.

City Clerk

Consent

II



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • OFFICE OF TECHNICAL & ASSESSMENT SERVICES • MADISON, WI

Mailing Address
2135 Rimrock Road
PO Box 8971 • MS 6-97
Madison, WI 53708-8971
Phone: (608) 266-2149
Fax: (608) 264-6897
tif@revenue.wi.gov

January 12, 2016

59-281

Susan Richards
Clerk
828 Center Ave
Sheboygan, WI 53081-4442

RE : City of Sheboygan Tax Incremental District (TID) #016 - Certified Base Value
School District of Sheboygan Area

The Wisconsin Department of Revenue (DOR) is certifying a base value for TID #016 of \$22,459,200 as of January 1, 2015. The maximum life of this TID is September 21, 2035. Below is a table that provides the base value calculation as specified under state law (sec. 66.1105(2)(j), Wis. Stats.). We have also enclosed a list of TID Dates and Requirements.

The certification is being established as provided under state law (sec. 66.1105(5)(b), Wis. Stats). The base value establishes the starting point for the calculation of any value increment that DOR will certify during the TID's life. The value increment represents the change in value from the base value to the current year's value.

The Provided Value was determined from the forms submitted by the municipality that identified the parcels located in the TID and their assessed value. The Ratio represents the municipality's level of assessment. The Final Value represents the assessments within the TID adjusted to full value by the municipality's level of assessment.

Table with 4 columns: Description, Provided Value, Ratio, Final Value. Rows include Non-manufacturing Real Estate & Personal Property, Manufacturing Real Estate, Manufacturing Personal Property, Municipal-Owned, Annexations, and 2015 DOR CERTIFIED BASE VALUE.

Sincerely,

Handwritten signature of Mary Lou Clayton

Community Services Specialist
Office of Technical and Assessment Services

Enclosure

III

R. O. No. _____ - 15 - 16. By CITY PLAN COMMISSION. January 18, 2016.

Your Commission to whom was referred Res. No. 126-15-16 by Alderperson Belanger authorizing the sale of City-owned property at 1222 Huron Avenue; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 12, 2016, and after due consideration, recommends approval of the Resolution.

Consent

Director of City Development

三

III

Other Matters

8.3

Res. No. 126 - 15 - 16. By Alderperson Belanger .January 4, 2016.

A RESOLUTION authorizing the sale of City-owned property at 1222 Huron Avenue.

WHEREAS, the City was donated this property from Wells Fargo and renovated the property utilizing Community Development Block Grant funds;

WHEREAS, Alexander R. Mueller is interested in purchasing the property for \$73,000 minus seller contribution of \$2,000 for closing costs and closing to occur on or before February 26, 2016;

RESOLVED: That the Common Council authorizes the Mayor and City Clerk to act on behalf of the City and sign all appropriate documents related to the transfer of this residential property.

Citys Plan

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

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON January 2, 2011 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~[STRIKE THOSE NOT APPLICABLE]~~

3 **GENERAL PROVISIONS** The Buyer, Alexander E Mueller
4 _____, offers to purchase the Property known as [Street Address] 1722 Huron Ave
5 _____ in the City
6 of Sheboygan, County of Sheboygan Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 PURCHASE PRICE: Seventy three thousand
9 _____ Dollars (\$ 73,000).

10 EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 500
11 will be mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or

12
13 THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on
15 the date of this Offer not excluded at lines 17-18, and the following additional items: None

16
17 NOT INCLUDED IN PURCHASE PRICE: None

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.**

21 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
22 included/excluded.**

23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.

25 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
26 running from acceptance provide adequate time for both binding acceptance and performance.**

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before January 5 2011. Seller may keep the Property on the

29 market and accept secondary offers after binding acceptance of this Offer.
30 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33 OR ARE LEFT BLANK.

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.

38 Seller's recipient for delivery (optional): Julie Kahn / Victorian Realty
39 Buyer's recipient for delivery (optional): Cassandra Jensen / Wynveen Realty

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (920) 783-8290 Buyer: (920) 564-2602

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: 2119 South Trail Rd Sheboygan WI 53081
48 Delivery address for Buyer: 119 A Walnut St Sheboygan Falls 53085

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for

51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): mj.kahn@yahoo.com
54 E-Mail address for Buyer (optional): Cassie@DooStream.com, ArMueller182@gmail.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

116 **CLOSING** This transaction is to be closed no later than February 21st 2016
117 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association
120 assessments, fuel and none

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)

127 Current assessment times current mill rate (current means as of the date of closing)

128 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

130
131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
132 **substantially different than the amount used for proration especially in transactions involving new construction,**
133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
134 **regarding possible tax changes.**

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142 (written) (oral) **[STRIKE ONE]** lease(s), if any, are none
143 . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) ~~(is not)~~ **[STRIKE ONE]** exempt from Wisconsin Rental Weatherization
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) **[STRIKE ONE]** ("Buyer" if neither is stricken) shall
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the
153 contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated none, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **[COMPLETE DATE OR STRIKE AS APPLICABLE]** and
163

164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** (1) Property is owned by the city of
166 Sheshagan and buyer is aware there is no condition report.

167
168 (2) Seller is aware that the buyer will occupy the property.

169
170 (3) All dates and deadlines to begin After Common Council approval on 11/18/16,
171 except earnest money.

172

173 **DEFINITIONS CONTINUED FROM PAGE 2**

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
 186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
 187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
 188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
 189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
 190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
 191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
 192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
 193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
 195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
 198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
 199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building
 201 or room dimensions, if material.**

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 215 be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

216

217

FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written FHA [INSERT LOAN PROGRAM OR SOURCE] first mortgage

218

loan commitment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ 70,445 for a term of not less than 30 years, amortized over not less than 30 years. Initial monthly payments of principal and interest shall not exceed \$ 3287.50.93 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.

FIXED RATE FINANCING: The annual rate of interest shall not exceed 4.5 %.

ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 165-172 or 435-442 or in an addendum attached per line 434.

BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within 30 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
277 researching comparable sales, market conditions and listings, upon inquiry.

278 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
279 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
280 defaulting party to liability for damages or other legal remedies.

281 If **Buyer defaults**, Seller may:

- 282 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
283 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
284 damages.

285 If **Seller defaults**, Buyer may:

- 286 (1) sue for specific performance; or
287 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

288 In addition, the Parties may seek any other remedies available in law or equity.

289 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
290 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
291 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
292 law those disputes covered by the arbitration agreement.

293 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
294 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
295 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
296 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
297 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

298 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
299 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
300 and inures to the benefit of the Parties to this Offer and their successors in interest.

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

304 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____
308

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual**
311 **Receipt of said notice, this Offer shall be null and void.**

312 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **[STRIKE AS APPLICABLE]** and all other dates and Deadlines in this
320 Offer except: _____
321

322 _____ . If "Time is of the Essence" applies to a date or
323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.
325

325 **[TITLE EVIDENCE]**

326 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and _____
332

333 _____
334 _____
335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

337 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may**
338 **prohibit certain Improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**
339 **Improvements to Property or a use other than the current use.**

340 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
341 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
344 **[STRIKE ONE]** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

353 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
359 merchantable title to Buyer.

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior
 361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
 362 Buyer.

363 **CAUTION:** Consider a special agreement if area assessments, property owner's association assessments, special
 364 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
 365 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
 366 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
 367 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
 368 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

369 **EARNEST MONEY**

370 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 372 otherwise disbursed as provided in the Offer.

373 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
 374 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special
 375 disbursement agreement.

376 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 385 exceed \$250, prior to disbursement.

386 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

395 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
 396 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 397 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
 398 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
 399 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
 400 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
 401 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 402 authorization for inspections does not authorize Buyer to conduct testing of the Property.

403 **NOTE:** Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the
 404 test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other
 405 material terms of the contingency.

406 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 407 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
 408 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
 409 to the Wisconsin Department of Natural Resources.

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of any items deemed necessary for further inspection
414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well**
420 **as any follow-up inspection(s).**

421 This contingency shall be deemed satisfied unless Buyer, within 14 days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached add A.A, A.TE is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES**
436 _____
437 _____
438 _____
439 _____
440 _____
441 _____
442 _____

443 This Offer was drafted by [Licensee and Firm] Cassandra Jensen / Wynneen +
444 Associates Realty Company on 1/2/16

445 (x) [Signature] Alexander Mueller 1/2/16
446 Buyer's Signature ▶ Print Name Here ▶ Date ▲

447 (x) _____
448 Buyer's Signature ▲ Print Name Here ▲ Date ▲

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

450 _____ Broker (By) _____

451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
452 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY**
453 **ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS**
454 **OFFER.**

455 (x) _____
456 Seller's Signature ▶ Print Name Here ▶ Date ▲

457 (x) _____
458 Seller's Signature ▲ Print Name Here ▶ Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] _____
460 _____ on _____ at _____ a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____
462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO THE OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated 11/21/16, made by Alexander R. Mueller
2 (Buyer), with respect to the Property at 1222 Huron Ave Sheboygan WI 53081
3 **CAUTION:** Buyer must include contingencies in this Offer for any additional tests or inspections Buyer wishes to conduct. Specific
4 addenda are available for testing or evaluation of Wells, Well Water, Septic Systems, Lead-Based Paint, Wetlands and Lead/Arsenic
5 Pesticides. Parties should consult with legal counsel with questions regarding testing or this Addendum.
6 **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer having a qualified third party perform a radon test at the
7 Property in a manner consistent with applicable EPA and Wisconsin Department of Health Services (DHS) protocols and standards and furnish
8 a current written report indicating the radon level is less than 4 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) ("Buyer's" if
9 neither is stricken) expense. This contingency shall be deemed satisfied unless Buyer, no later than _____ days (after acceptance) (prior
10 to closing) ("prior to closing" if neither is stricken), delivers to Seller a written copy of the radon test results report indicating a
11 radon level of 4.0 pCi/L or higher. Seller (shall)(shall not) ("shall" if neither is stricken) have the right to cure. See lines 62-71
12 regarding the Right to Cure.
13 **TESTING CONTINGENCY:** This Offer is contingent upon (Buyer obtaining)(Seller providing) ("Buyer obtaining" if neither is
14 stricken) a current written report from a qualified independent expert documenting the results of the following test(s) conducted pursuant to
15 applicable government or industry protocols and standards [indicate substances or compounds to be tested, e.g., asbestos (see
16 <http://www2.epa.gov/asbestos/protect-your-family>), etc.]: _____, no later than _____ days (after
17 acceptance)(prior to closing) ("prior to closing" if neither is stricken), at (Buyer's) (Seller's) ("Buyer's" if neither is
18 stricken) expense. Specify any protocols, testing contractors, labs, standards/levels constituting a Defect, financial limits, acceptable repair
19 methodology, etc.: _____
20 Seller (shall)(shall not) ("shall" if neither is stricken) have the right to cure. See lines 62-71 regarding the Right to Cure.
21 **CLOSING:** The Parties agree that the closing shall be held at (the place selected by Buyer's lender) (~~the place selected by Buyer~~)
22 () **STRIKE AND COMPLETE AS APPLICABLE** .
23 **ASSOCIATION FEE:** Buyer acknowledges the (monthly)(quarterly)(annual) association fee of \$ _____ .
24 **HOME WARRANTY PLAN:** Buyer has been informed of the availability of a limited home warranty plan. A limited home warranty plan for
25 a term of one year shall be included, effective on the date of closing, provided the Property qualifies for the plan. The cost of the home warranty plan
26 shall not exceed \$ _____ and will be paid by (Seller)(Buyer) ("Seller" if neither is stricken) at closing. The warranty plan
27 will be provided by the (listing)(cooperating) ("listing" if neither is stricken) broker. Buyer is advised that a home inspection may
28 detect pre-existing conditions which may not be covered under the warranty.
29 **FLOOD INSURANCE PREMIUMS CONTINGENCY (also see lines 118-123):** This Offer is contingent upon Buyer obtaining, an
30 insurance binder, certificate of insurance or other insurance company documentation or correspondence showing (that Buyer's annual premium
31 for flood insurance for Buyer's initial year of ownership after closing shall not exceed \$ _____) (that Buyer's annual premium will not
32 exceed \$ _____ after _____ years) (that the actuarial annual premium cost is computed to be no more than \$ _____)
33 **STRIKE AND COMPLETE AS APPLICABLE** . This contingency shall be deemed satisfied unless Buyer, no later than _____ days (after
34 acceptance)(prior to closing) ("prior to closing" if neither is stricken), delivers to Seller written notice indicating that this contingency
35 has not been satisfied and documentation of the flood insurance premiums available to Buyer. If this contingency is not satisfied, Buyer may
36 terminate this Offer by delivering written notice of termination to Seller.
37 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ("Seller providing" if neither is
38 stricken) a (survey map)(ALTA/ACSM Land Title Survey) (_____) **STRIKE AND COMPLETE AS APPLICABLE** of the
39 Property, dated after the date of acceptance of this Offer and prepared by a Wisconsin licensed land surveyor, within _____ days of
40 acceptance, at (Buyer's) (Seller's) ("Seller's" if neither is stricken) expense. The map shall identify the legal description of the
41 Property, Property boundaries and boundary line dimensions, visible encroachments, location of any improvements, a minimum of _____
42 acres, a maximum of _____ acres and:
43 **STRIKE AND COMPLETE AS APPLICABLE** (Additional specifications/features may include, but are not limited to: staking Property corners,
44 streets, length of street or water frontage, legal access, total acreage or square footage, utility installations, easements or rights-of-way.
45 **CAUTION: Consider cost and need for map features, and time required to obtain map.)** This contingency shall be deemed satisfied unless
46 Buyer, within 5 days of the earlier of Buyer's Actual Receipt of the map or the deadline for delivery of said map, delivers to Seller a copy of the
47 map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations or (3)
48 failure to meet requirements stated in this contingency. Upon delivery of Buyer's notice, this offer shall be null and void. This Offer shall be null
49 and void if Buyer delivers written notice to Seller, within 5 days of the deadline on lines 39-40, stating Seller failed to timely deliver the map (if
50 Seller was responsible to provide the map).
51 **FEDERAL VA MORTGAGE:** (Buyer)(Seller) ("Seller" if neither is stricken) agrees to pay the entire funding fee not to
52 exceed _____ % (0% if not filled in) of the mortgage amount. Note: Funding fee may not be divided between the parties. Buyer agrees to
53 pay all other costs of securing financing.
54 **SELLER'S CONTRIBUTION:** Seller shall give Buyer a loan cost credit at closing in the amount of \$ 2000 or _____ % of the
55 purchase price to assist Buyer in paying loan closing costs such as points, prepayables and escrows. Buyer's loan costs shall include
56 _____ and exclude _____ **STRIKE AND COMPLETE AS APPLICABLE** .
57 **NUMBER OF DAYS:** The default number of days is 21 if nothing is entered on blank lines requiring entry of a number of days.
58 **READING/UNDERSTANDING:** By initialing and dating this Addendum, each Party acknowledges they have received and carefully read all
59 pages of this Addendum. Initialing does not signify acceptance or agreement with the terms of this Addendum.

60 (X) AM _____ 11/21/16 (X) _____
61 (Buyer(s)' Initials) ▲ (Date) ▲ (Seller(s)' Initials) ▲ (Date) ▲

62 ■ **CONTINGENCY SATISFACTION/RIGHT TO CURE (radon or testing contingency):** The contingency shall be deemed satisfied
63 unless Buyer, within 5 days of the earlier of: 1) Buyer's Actual Receipt of the applicable testing report(s) or 2) the deadline for delivery
64 of said report(s), delivers to Seller a copy of the written report(s) and written notice stating why the report(s) do(es) not satisfy the
65 contingency standard. If Seller has the right to cure, Seller may satisfy this contingency by (1) delivering a written notice of Seller's
66 election to cure within 10 days of receipt of Buyer's notice; and (2) by curing the defects in a good and workmanlike manner that
67 satisfies the standard set forth in the selected contingency and by giving Buyer a report of the work done prior to closing. This Offer
68 shall be null and void if Buyer timely delivers the above written notice(s) and report(s) to Seller and (1) Seller does not have the right
69 to cure; or (2) Seller has a right to cure but: a) Seller delivers written notice that Seller will not cure or b) Seller does not timely deliver
70 the notice of election to cure. This Offer shall be null and void if Buyer delivers notice to Seller, within 5 days of the delivery deadline,
71 stating Seller failed to deliver report(s) by the respective stated deadline [if Seller was responsible to provide the report(s)].

72 ■ **INSPECTIONS, TESTS AND OPINIONS:** It is recommended that Buyer have the Property and specific Property
73 components of concern inspected by a Wisconsin registered home inspector or qualified independent inspectors/experts.
74 Real estate agents in this transaction may furnish a list of qualified, independent inspectors and testers. Unless provided in writing,
75 no representation has been made as to the competency of these inspectors/testers. The Party responsible for obtaining an inspection
76 or test shall be solely responsible for determining the qualifications of the inspector and tester. If a broker orders any inspection or
77 test on behalf of a Party in this transaction, the Parties agree to hold the broker harmless for any damages or liability resulting from
78 the inspection or test, other than that caused by the broker's negligence or intentional wrongdoing.

79 ■ **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY:** Buyer acknowledges that it is Buyer's
80 responsibility to confirm that the Property is in a condition that Buyer finds acceptable and accordingly has conducted such tests,
81 inspections, evaluations and independent inquiries as Buyer deems necessary. Buyer has relied upon Buyer's independent Property
82 inspection and tests; the statements, disclosures and representations contained in this Offer: Seller's property condition report (if
83 any); and any other written statements provided to Buyer. Buyer acknowledges that neither Seller nor any real estate agents have
84 made any representations concerning the Property or the transaction other than those provided in writing. Buyer has not requested
85 verification of accuracy of any Seller or third party statements, disclosures or representations unless specifically stated in this Offer.

86 ■ **HAZARDOUS SUBSTANCES:** The parties are aware that news media and other public information sources indicate that
87 asbestos, lead-based paint, lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic substances and
88 chemicals within a structure or in soils or water supplies can cause serious health hazards. Past flooding, water intrusion, leaking or
89 excessive dampness may result in mold growth that may present health risks. Synthetic stucco and wood composite exterior house
90 siding have been associated with moisture and mold related problems. Seller represents that, to the best of Seller's knowledge, the
91 Property does not contain asbestos, lead-based paint, excessive moisture or water intrusions, abnormal or unsafe concentrations of
92 mold, radon gas, lead, radium or other toxic or harmful substances or chemicals, and that there has been no past flooding, water
93 intrusion, leaking or excessive moisture in the Property. See the caution at lines 3-5 and the testing contingencies in this Addendum.

94 ■ **UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** Seller has no knowledge of any petroleum product
95 contamination on the Property. If there is an abandoned underground storage tank (UST) or basement or aboveground storage tank
96 (AST) on the Property, Seller shall, at least 5 days prior to closing, deliver to Buyer written confirmation that the tank and related
97 components have been closed in full conformance with current federal, state and local regulations. Seller's written confirmation shall
98 include a copy of any applicable contractor's report and any required Department of Agriculture, Trade and Consumer Protection
99 (DATCP) registration. Seller shall provide Buyer at least 5 days prior to closing with documentation confirming that any in-use UST,
100 AST or basement tank meets all current state and federal operating standards. Buyer shall notify DATCP of the change of ownership
101 of an in-use UST within 15 business days of closing. Visit http://datcp.wi.gov/Consumer/Hazardous_Materials_Storage_Tanks/.

102 ■ **MUNICIPAL REPORT/CODE COMPLIANCE:** Seller agrees to provide Buyer with written verification of paid real estate taxes,
103 current or planned special assessments and any unpaid municipal charges affecting the Property, if such a statement is available
104 from the municipality. A Certificate of Code Compliance, Occupancy Permit or similar government documentation also may be
105 required. These statements shall be provided by Seller at or before closing at Seller's expense, unless otherwise provided in writing.

106 ■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES:** Municipal
107 zoning and building restrictions may affect use of the Property, and comprehensive plans may affect future use or value of the
108 Property by influencing future development in the municipality. Buyer is informed that some buildings are considered legal non-
109 conforming structures because they no longer conform to current dimensional zoning standards due to zoning standards and
110 ordinances enacted after the building was constructed. Buyer's ability to remodel, repair, replace or enlarge an existing non-
111 conforming structure may be regulated by the municipality. Buyer is encouraged to contact the appropriate municipal authorities
112 regarding zoning and building restrictions and comprehensive plans if these issues are material to Buyer's decision to purchase.

113 ■ **INSURANCE ISSUES:** Seller agrees to allow representatives of Buyer's insurance company reasonable access to the Property
114 upon advance notice for inspections relating to Buyer's homeowner's insurance application. The Parties are advised to contact their
115 insurance agents with questions regarding insurability and costs.

116 ■ **FLOOD PLAINS/WETLANDS/ShORELAND:** Buyer acknowledges that it is recommended that Buyer seek professional
117 assistance in interpreting any flood plain, wetlands and shoreland maps.

118 ■ **FLOOD INSURANCE:** Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with the purchase of
119 the Property. The National Flood Insurance Program (NFIP) (<https://www.floodsmart.gov/floodsmart/>) provides for the availability of
120 flood insurance and establishes flood insurance premiums based on the risk of flooding. Recent changes to federal law may result in
121 flood insurance premiums that are likely higher, and in the future may be substantially higher, than premiums paid by Seller. Buyer
122 should consult with one or more flood insurance carriers regarding flood insurance coverage, current and future premiums, and
123 whether Buyer may assume Seller's policy. Buyer may wish to contact NFIP for information about flood insurance for this Property.

124 ■ **FEDERAL VA AND FHA MORTGAGE:** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, it is also
125 contingent upon the Parties executing an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate
126 the Offer if the Property fails to appraise for the purchase price.

127 ■ **MUNICIPALITY DISCREPANCY:** Buyer acknowledges that while the Property mailing address may be within one municipality, the
128 Property may be physically located in an adjoining municipality that will determine the applicable property taxes and school district.

**OFFER ADDENDUM S - LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGMENTS**

1 ■ **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
4 young children may produce permanent neurological damage, including learning disabilities, reduced
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at 1722 Huron Ave Sheboygan WI
11 _____, Wisconsin.

12 ■ **SELLER DISCLOSURE AND CERTIFICATION.** Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: _____
15 _____

16 *(Explain the information known to Seller, including any additional information available about the basis for the determination
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")*

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:
20 _____

21 _____ *(Identify the LBP record(s) and report(s) (e.g. LBP abatements,
22 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")*

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their
24 knowledge, that the information provided by them is true and accurate.

25 (X) _____
26 (ALL Sellers' signatures) ▲ Print Names Here ► _____ (Date) ▲ _____

27 **Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**

28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

33 (1) **Provide LBP Pamphlet to Buyer.** The Seller shall provide the Buyer with an EPA-approved lead hazard information
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA
35 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) **Disclosure of Known LBP to Buyer.** The Seller shall disclose to the Buyer the presence of any known lead-based
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) **Disclosure of Known LBP & LBP Records to Agent.** The Seller shall disclose to each agent the presence of any
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) **Provision of Available LBP Records & Reports to Buyer.** The Seller shall provide the Buyer with any records or reports
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) **Disclosure Prior to Acceptance of Offer.** If any of the disclosure activities identified in lines 30-51 occurs after the Buyer
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

55 ■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target
56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,
57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of
68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the
69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information
70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination
71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint
72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller
74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no
75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt
77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:
79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,
81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under
82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure
83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes
84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)
86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as
90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance
91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (referred
93 to in the singular whether one or more).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision
95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated
99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces
100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,
102 abatement, etc.

103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate
104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)
105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;
106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)
107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in
109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (referred to in the singular
110 whether one or more).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless
112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 ■ **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby
115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -
116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.
117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their
118 knowledge, that the information provided by them is true and accurate.

119 (X) _____ (Date) ▲
120 (Agent's signature) ▲ Print Agent & Firm Names Here ▶

121 (X) Cassandra Koen _____ 1/2/16
122 (Agent's signature) ▲ Print Agent & Firm Names Here ▶ Wyman + Associates Realty Co. (Date) ▲

123 ■ **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is
124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties
125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of
126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity
127 to conduct the risk assessment or inspection by so indicating in writing.

128 ■ **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.**

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is
130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

131 **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead
132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses
133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency
134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within
135 _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice
136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report
137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE have a right to cure [if neither struck, Seller shall have the right to
139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's
140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days
141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that
142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and
143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will
144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the
145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,
146 in conformance with the requirements of all applicable law.

147 Buyer elects the LBP contingency Buyer has attached to this Addendum S.
148 Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's
150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received
151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment
152 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

153 (3) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their
154 knowledge, that the information provided by them is true and accurate.

155 (X) Alex Mueller _____ 1/2/16
156 (ALL Buyers' signatures)▲ Print Names Here ▶ (Date) ▲
157

ADDENDUM TR TO THE OFFER TO PURCHASE - TIMELINES AND CLOSING

Addendum TR may be used with any Offers to Purchase or other contracts for the acquisition of property where the buyer is a consumer seeking a consumer credit loan primarily for personal, family, or household purposes and the loan is secured by real property. This may include, without limitation, the WB-11 Residential Offer to Purchase, the WB-13 Vacant Land Offer to Purchase (depending upon the purpose of the purchase), the WB-14 Residential Condominium Offer to Purchase, the WB-26 Timeshare Contract (Sale by Developer) or the WB-27 Time Share Contract (Resale by Non-Developer).

1 This Addendum is made part of the Offer to Purchase/Contract dated January 2, 2016, made by _____
2 Alexander P. Mueller (Buyer), with respect to the Property at
3 1222 Huron Ave Sheboygan WI 53081

4 **OPTIONAL PROVISIONS** Terms preceded by an open box () are part of this addendum only if marked, such as
5 with an "x." They are not part of this Addendum if marked "n/a" or are left blank.

6 **CLOSING DATE EXTENSION:** If closing cannot occur by the closing date specified in the Offer/Contract due to
7 any government lender regulations or disclosure requirements, including those based on the Truth in Lending Act/Real
8 Estate Settlement Procedures Act Integrated Disclosure (TRID) rules, Buyer shall deliver written notice to Seller and the
9 date of closing shall be extended for the period necessary to satisfy those requirements, not to exceed
10 14 business days ("7" if left blank).

11 **ADDITIONAL CLOSING DATE EXTENSION:** If the funding Buyer will use to purchase the Property is coming from
12 the sale of another property owned by Buyer, and if that funding is not available to Buyer on the closing date because
13 the closing date in that transaction has been extended due to government lender regulations or disclosure
14 requirements, including those based on the TRID rules, Buyer shall deliver written notice to Seller and the date of
15 closing shall be extended for the period necessary to accommodate the closing of the other transaction, not to exceed
16 _____ business days ("7" if left blank).

17 **BUYER'S FINANCING PRE-APPROVAL:** Within seven (7) days of acceptance of this Offer/Contract, Buyer shall
18 deliver to Seller a written financing pre-approval from a financial institution or mortgage broker based on criteria such as
19 satisfactory credit history, employment verification, accepted offer terms and Buyer income and debt ratios. If Buyer
20 does not make timely delivery of said pre-approval, Seller may terminate this Offer/Contract if Seller delivers a written
21 notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written financing pre-approval, but in
22 no event later than 15 days after acceptance.

23 **NOTE: Pre-approval is not considered a loan commitment.**

24 **CONTACT INFORMATION FOR CLOSING DISCLOSURE:** To facilitate lender preparation of the Closing Disclosure,
25 please provide the following broker contact information that is required on that form:

CONTACT INFORMATION	Real Estate Broker for Buyer	Real Estate Broker for Seller
Name of Broker/Company	Dan Wynveen Wynveen & Associates Realty Co.	Victorian Realty
Company Address	931 Center Ave Oostburg WI 53070	2119 Sauk Trail Rd Sheboygan WI 53081
Broker/Company License No.	45205-90	45173-90
Contact/Name of Agent	Cassandra Jensen	Julie Kath
Agent's License No.	74474-94	45173-90
Email Address	Cassie@DanTeam.com	ms.jkath@yahoo.com
Telephone Number	920-918-1700	920-980-7445

26 **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges they have received and
27 carefully read this Addendum. (Initialing below does not signify acceptance or agreement with the terms of this
28 Addendum.)

29 **CONFLICTING PROVISIONS:** Should any provision of this Addendum be in conflict with any provision of the Offer to
30 Purchase/Contract or any other addenda to this Offer /Contract, the provisions of this Addendum shall prevail.

31 BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS THAT MAY NOT BE
32 APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE PROVISIONS OF THIS
33 ADDENDUM ARE APPROPRIATE, ADEQUATE OR LEGALLY SUFFICIENT FOR ANY SPECIFIC TRANSACTION.
34 BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE
35 PROVISIONS OF THE OFFER/CONTRACT AND THIS ADDENDUM.

36 (X) DM 1/2/16 (X) _____ (X) _____ (X) _____
Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

37 **OTHER DRAFTING CONSIDERATIONS**

- 38 1. Add an additional 15 days to the transaction timeline.
- 39 2. Avoid extending or setting deadlines for provisions or contingencies less than 10 days before closing and
40 finalize all details well in advance of closing
- 41 3. Allow ample time for any Financing Contingency or Appraisal Contingency.
- 42 4. Include other walk-throughs earlier in the process to confirm completion of repairs and resolve any
43 discrepancies. Save the final walk through to view the property for the sole purpose of ensuring it has not been
44 damaged since the day of the offer.

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

BROKER DISCLOSURE TO CUSTOMERS

1 Prior to negotiating on your behalf the Broker must provide you the following disclosure statement:

2 **BROKER DISCLOSURE TO CUSTOMERS**

3 You are a customer of the broker. The broker is either an agent of another party in the transaction or a subagent of another broker
4 who is the agent of another party in the transaction. The broker, or a salesperson acting on behalf of the broker, may provide
5 brokerage services to you. Whenever the broker is providing brokerage services to you, the broker owes you, the customer, the
6 following duties:

- 7 ■ The duty to provide brokerage services to you fairly and honestly.
- 8 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
- 9 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless
10 disclosure of the information is prohibited by law.
- 11 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is
12 prohibited by law (See Lines 55-63).
- 13 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the
14 confidential information of other parties (See Lines 22-39).
- 15 ■ The duty to safeguard trust funds and other property the broker holds.
- 16 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
17 disadvantages of the proposals.

18 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you
19 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.

20 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of
21 a broker's duties to a customer under section 452.133 (1) of the Wisconsin statutes.

22 **CONFIDENTIALITY NOTICE TO CUSTOMERS**

23 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION
24 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,
25 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR
26 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER BROKER IS NO LONGER
27 PROVIDING BROKERAGE SERVICES TO YOU.

28 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 29 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (SEE LINES 55-63).
 - 30 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
31 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.
- 32 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST
33 THAT INFORMATION BELOW (SEE LINES 35-36). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER
34 INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

35 **CONFIDENTIAL INFORMATION:** _____

36
37 **NON-CONFIDENTIAL INFORMATION** (The following information may be disclosed by Broker): _____

38
39 (INSERT INFORMATION YOU AUTHORIZE THE BROKER TO DISCLOSE SUCH AS FINANCIAL QUALIFICATION INFORMATION.)

40 **CONSENT TO TELEPHONE SOLICITATION**

41 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may
42 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we
43 withdraw this consent in writing.

44 List Home/Cell Numbers: 1910 287-5375

45 **SEX OFFENDER REGISTRY**

46 Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the
47 Wisconsin Department of Corrections on the Internet at: <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

48 BY SIGNING AND DATING BELOW I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND
49 THAT Cassandra Jensen and Wynveen & Associates Realty Co. are working

50 Sales Associate ▲ Firm Name ▲
51 as: (Owner's/Listing Broker's Agent) (Buyer's/Tenant's Agent or Buyer's Broker's Agent) **[STRIKE ONE]** .

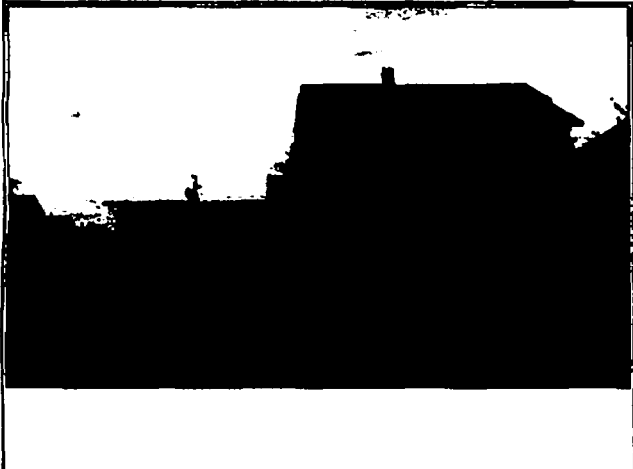
52 **SIGNING THIS FORM TO ACKNOWLEDGE RECEIPT DOES NOT CREATE ANY LEGAL OBLIGATIONS TO BROKER.**

53 Mad Mink 1/2/16
54 Signature ▲ Date ▲ Signature ▲ Date ▲

55 **DEFINITION OF MATERIAL ADVERSE FACTS**

56 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or that
57 is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect
58 the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision
59 about the terms of such a contract or agreement. An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence
60 that a competent licensee generally recognizes will significantly and adversely affect the value of the property, significantly reduce
61 the structural integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
62 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or
63 agreement made concerning the transaction.

Address: 1222 Huron Avenue Sheboygan, Wisconsin 53081-3348 Taxed by: Sheboygan MLS #: 1451429



Property Type: Single-Family
Status: Active
Tax Key: 59281700470
County: Sheboygan

List Price: \$79,900
Taxes: \$2,045.11
Tax Year: 2014
Est. Acreage: 0.1

Bedrooms: 5
Total Full/Half Baths: 2 / 0
F/H Baths Main: 1 / 0
F/H Baths Upper: 1 / 0
F/H Baths Lower: 0 / 0
Garage Spaces: 2
Garage Type: Attached

Rooms: 8
Est. Total Sq. Ft.: 2,025
Est. Year Built: 1926
Lot Description: 90 x 50
Zoning: Residential

Flood Plain: No
Conforming Use: Yes

Occ. Permit Required: N
Days On Market: 46

Directions: Between Superior and Michigan Avenue.
Coordinates: 407N 121E

School District: Sheboygan Area	Name	Dim	L	C	W	Name	Dim	L	C	W
	Master Bedroom	13 x 12	M	Yes		Kitchen	10 x 10	M		
	Bedroom 2	11 x 10	M			Living/Great Room	15 x 11	M	Yes	
	Bedroom 3	19 x 13	U	Yes		Other Room	12 x 11	U	Yes	
	Bedroom 4	13 x 10	U	Yes						
	Bedroom 5	13 x 13	U	Yes						

Type: Single Family	Financing Available:	Other:
Style: 2 Story	Documents:	LeadPaint Disclosure; Listing Contract
Architecture: Colonial	Appliances Incl.:	None
Garage/Parking: Parking Space; Electric Door Opener; Driveway Entrance; Paved Driveway	Misc. Exterior:	Sidewalk; Deck; Fenced Yard; Near Public Transit
Outbuildings: None	Misc. Interior:	220 Volts; Circuit Breakers; Smoke Detector; Cable TV Available; Elec. Appl. Hook-up
Exterior: Vinyl	Water/Waste:	Municipal Water; Municipal Sewer
Roofing: Composition	Tax Includes:	Trash Collection
Basement: Full; Brick	Municipality:	City
Heating/Cooling: Natural Gas	Other Rooms:	Living Room
H/C Type: Forced Air	Occupancy:	Immediate
Bath Description: Shower Over Tub; Vanity		

Remarks: Exceptional 5 Bedroom Dutch Colonial With A 2 Car Attached Garage. 2 Bedrooms On The Main Floor With A Full Bath, 3 Bedrooms On The Upper, With A Den And Full Bath. Move-In Ready With Newer Windows, Roof, Siding, Doors, Freshly Painted, New Floor Coverings. The Present Owner Did An Awesome Remodel. The Yard Is Fenced And Close To Everything. Don't Let This One Get Away!
Private Remarks: This Is City of Sheboygan Owned Property. No Condition Report, Seller Does Not Pay Gap Insurance. Accepted Offer Is Subject To Common Council Approval.
Showing Information: Easy To Show. Call or Text Listing Agent.

Sub Agent Comm.: 2.4	Excl. Agency Contract: N	Broker Owned: N	Electronic Consent: No
Sub Agent Comm: 2.4 %			
Buyer Agent Comm.: 2.4	Var. Comm.: N	Owner: City of Sheboygan	
Buyer Agent Comm: 2.4 %			
Limited/Unserviced: No	Named Prospects: N	Bonus to Broker:	

Listing Office: Victorian Realty: 625081	Listing Agent: Julie Kath ABR,SRES: 17630	LA Address: 2119 Sauk Trail Road Sheboygan, WI 53081
Ph: 920-980-7445	Ph: 920-980-7445 Cell: 920-980-7445	LO License #: 45173-90
Fax: 920-783-8290	Fax:	LA License #: 45173-90
URL:	Email: msjkath@yahoo.com	

The information contained herein is provided for general information purposes only. If any of the above information is material or being utilized to determine whether to purchase the property, the buyer should personally verify same or have it confirmed by a qualified expert. The information to independently verify and confirm includes but is not limited to total square footage formula, total square footage / acreage figures, land, building or room dimensions and all other measurements of any sort or type. Equal housing opportunity listing.
 Copyright 2016 by Multiple Listing Service, Inc. See copyright notice.
 Prepared by Cassandra Jensen on Saturday, January 02, 2016 1:19 PM.

AM



R. C. No. _____ - 15 - 16. By FINANCE. January 18, 2016.

Your Committee to whom was referred the following:

1. R. O. No. 234-15-16 by the Purchasing Agent submitting a summary of costs for the purchase of (5) Patrol duty vehicles; and
2. Res. No. 123-15-16 by Alderperson Carlson authorizing entering into contract for the purchase of (5) Police Department Patrol vehicles;

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

 _____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 234 - 15 - 16. By PURCHASING AGENT. December 21, 2015.

Submitting the summary of costs for the purchase of (5) 2016 Ford Patrol duty Utility Interceptor vehicles for the Sheboygan Police Department.

The State of WI contract for these vehicles was utilized in final determination of costs for these vehicles, to wit:

2016 Ford Utility Interceptor All wheel Drive Police Vehicles

(4) Vehicles at a cost of \$29,744.50 per vehicle = \$118,978.00

(1) Vehicle at a cost of \$ 29,684.50 = \$29,684.50

The vehicles to be replaced will be sold with the proceeds to offset the purchase price of the vehicles:

PP+S
Approve

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

III

4.4

Res. No. 123 - 15 - 16. By Alderperson Carlson. December 21, 2015

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of Five (5) Police Department patrol duty Police Interceptor All wheel drive vehicles.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ewald's Hartford Ford for the purchase of Five (5) 2015 Ford Utility Interceptors at a cost of \$148,662.50. as per the State of WI Contract.

BE IT FURTHER RESOLVED: That the vehicles to be replaced will be sold 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 \$148,662.50 in payment of same.

*PPG
approve*

Paul D. Allen

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 FINANCE. January 18, 2016.

Your Committee to whom was referred R. O. No. 240-15-16 by the Finance Director recommending that the Common Council authorize the appropriate city officials to refund excess property tax payments to JL French LLC and its successors and assigns based upon the attached documents providing for changes in full value assessments, including stipulated assessments for assessment years 2009 through 2014, noting that JL French LLC has withdrawn its objection to certain 2014 manufacturing personal property assessments; recommends that the document 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

DIRECT REFERRAL TO FINANCE

R. O. No. 240- 15 - 16. By FINANCE DIRECTOR. January 6, 2016.

Submitting the attached documents and recommending that the Common Council authorize the appropriate city officials to refund excess property tax payments to JL French LLC and its successors and assigns based upon the attached documents providing for changes in full value assessments, including stipulated assessments for assessment years 2009 through 2014, noting that JL French LLC has withdrawn its objection to certain 2014 manufacturing personal property assessments. Additionally, recommending that the appropriate city officials be authorized to initiate a chargeback procedure so as to recover those portions of the tax refund that are attributable to other taxing authorities.

Finance Director

*Acry Site
approve.*



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • MANUFACTURING AND UTILITY BUREAU • GREEN BAY DISTRICT - AA 81

200 N. Jefferson Street, Suite 126
Green Bay, WI 54301-5100
Phone: 920-448-5191
Fax: 920-448-5210
dormfgtel81@revenue.wi.gov
www.revenue.wi.gov

April 2, 2015

Susan Richards, Clerk
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081-4442

Ms. Richards:

Enclosed is a copy of a Wisconsin Tax Appeals Commission Decision that changes a 2010 full value assessment. The change was made pursuant to Sec. 70.511, Wis. Stats., delayed action of reviewing authority. This order may initiate the need to refund taxes that were already paid and to recover some of the refund through the procedure described in Sec. 74.41, Wis. Stats., charging back refunded or rescinded taxes.

Also enclosed is a chart illustrating the refund and chargeback process. If you intend to complete a chargeback, please remit all paperwork (PC-201) as soon as possible after issuing the refund, but no later than June 1st. If you have any questions relating to the refund or chargeback, please call the Local Government Services Bureau at 608-264-6892.

This particular order is in regards to the following property:

Municipality: City of Sheboygan
Owner: JL French LLC
Site Address: 4243 Gateway Drive
Local Parcel Number: 59281479013
State Identification Number: 81-59-281-R000001365
Tax Appeals Commission Docket Number: 11-M-063

Table with 4 columns: 2010 Full Value, Original Assessment, Final TAC Valuation, Change. Rows include Land, Improvements, Total, Aggregate Ratio, and 2010 Equated Value.

If you have any other questions, please contact me at 920-448-5197 or kurt.keller@revenue.wi.gov.

Sincerely,

Handwritten signature of Kurt Keller

Kurt Keller, Supervisor, Green Bay Manufacturing and Utility Bureau District Office

Enclosures

cc: Laura Henning-Lorenz, 508 New York Ave #109, Sheboygan, WI 53081-4126



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • MANUFACTURING AND UTILITY BUREAU • GREEN BAY DISTRICT - AA 81

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dormfgtel81@revenue.wi.gov
www.revenue.wi.gov

April 2, 2015

Susan Richards, Clerk
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081-4442

Ms. Richards:

Enclosed is a copy of a Wisconsin Tax Appeals Commission Decision that changes a 2011 full value assessment. The change was made pursuant to Sec. 70.511, Wis. Stats., delayed action of reviewing authority. This order may initiate the need to refund taxes that were already paid and to recover some of the refund through the procedure described in Sec. 74.41, Wis. Stats., charging back refunded or rescinded taxes.

Also enclosed is a chart illustrating the refund and chargeback process. If you intend to complete a chargeback, please remit all paperwork (PC-201) as soon as possible after issuing the refund, but no later than June 1st. If you have any questions relating to the refund or chargeback, please call the Local Government Services Bureau at 608-264-6892.

This particular order is in regards to the following property:

Municipality:	City of Sheboygan
Owner:	JL French LLC
Site Address:	4243 Gateway Drive
Local Parcel Number:	59281479013
State Identification Number:	81-59-281-R000001365
Tax Appeals Commission Docket Number:	11-M-319

2011 Full Value	Original Assessment	Final TAC Valuation	Change
Land	562,500	562,500	-
Improvements	11,538,900	11,446,700	(92,200)
Total	12,101,400	12,009,200	(92,200)
Aggregate Ratio:	1.036253139		
2011 Equated Value	Original Assessment	Final TAC Valuation	Change
Land	582,900	582,900	-
Improvements	11,957,200	11,861,700	(95,500)
Total	12,540,100	12,444,600	(95,500)

If you have any other questions, please contact me at 920-448-5197 or kurt.keller@revenue.wi.gov.

Sincerely,

Kurt Keller, Supervisor, Green Bay Manufacturing and Utility Bureau District Office

Enclosures

cc: Laura Henning-Lorenz, 508 New York Ave #109, Sheboygan, WI 53081-4126



State of Wisconsin • DEPARTMENT OF REVENUE

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www.revenue.wi.gov

April 2, 2015

Susan Richards, Clerk
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081-4442

Ms. Richards,

Enclosed is a copy of a Wisconsin Tax Appeals Commission Settlement Agreement that changes a 2012 full value assessment. The change was made pursuant to Sec. 70.511, Wis. Stats., delayed action of reviewing authority. This order may initiate the need to refund taxes that were already paid and to recover some of the refund through the procedure described in Sec. 74.41, Wis. Stats., charging back refunded or rescinded taxes.

Also enclosed is a chart illustrating the refund and chargeback process. If you intend to complete a chargeback, please remit all paperwork (PC-201) as soon as possible after issuing the refund, but no later than June 1st. If you have any questions relating to the refund or chargeback, please call the Local Government Services Bureau at 608-264-6892.

This particular order is in regards to the following property:

Municipality:	City of Sheboygan
Owner:	JL French LLC
Site Address:	4243 Gateway Drive
State Identification Number:	81-59-281-P000013309
Tax Appeals Commission Docket Number:	13-M-88

2012 Full Value Assessment	Original	Revised	Amount of Change
Boats & Watercraft			
Machinery & Equipment	213,300	107,300	-106,000
Furniture & Fixtures	939,700	461,300	-478,400
All Other	414,100	79,700	-334,400
Buildings on Leased Land			
Total Taxable	1,567,100	648,300	-918,800

Aggregate Ratio: 1.086689898

2012 Equated Assessment	Original	Revised	Amount of Change
Boats & Watercraft			
Machinery & Equipment	231,800	116,600	-115,200
Furniture & Fixtures	1,021,200	501,300	-519,900
All Other	450,000	86,600	-363,400
Buildings on Leased Land			
Total Taxable	1,703,000	704,500	-998,500

Page Two

If you have any other questions, please contact me at 920-448-5197 or kurt.keller@revenue.wi.gov.

Sincerely,

A handwritten signature in black ink that reads "Kurt Keller". The signature is written in a cursive style with a long horizontal line extending from the end of the name.

Kurt Keller
Supervisor
Green Bay Manufacturing and Utility Bureau District Office

Enclosures

cc: Laura Henning-Lorenz, 508 New York Ave #109, Sheboygan, WI 53081-4126



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • MANUFACTURING AND UTILITY BUREAU • GREEN BAY DISTRICT - AA 81

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April 2, 2015

Susan Richards, Clerk
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081-4442

Ms. Richards,

Enclosed is a copy of a Wisconsin Tax Appeals Commission Settlement Agreement that changes a 2012 full value assessment. The change was made pursuant to Sec. 70.511, Wis. Stats., delayed action of reviewing authority. This order may initiate the need to refund taxes that were already paid and to recover some of the refund through the procedure described in Sec. 74.41, Wis. Stats., charging back refunded or rescinded taxes.

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This particular order is in regards to the following property:

Municipality:	City of Sheboygan
Owner:	JL French LLC
Site Address:	4243 Gateway Drive
State Identification Number:	81-59-281-P000013310
Tax Appeals Commission Docket Number:	13-M-89

2012 Full Value Assessment	Original	Revised	Amount of Change
Boats & Watercraft			
Machinery & Equipment	907,400	607,400	-300,000
Furniture & Fixtures	610,500	365,800	-244,700
All Other	453,200	173,000	-280,200
Buildings on Leased Land			
Total Taxable	1,971,100	1,146,200	-824,900

Aggregate Ratio: 1.086689898

2012 Equated Assessment	Original	Revised	Amount of Change
Boats & Watercraft			
Machinery & Equipment	986,100	660,100	-326,000
Furniture & Fixtures	663,400	397,500	-265,900
All Other	492,500	188,000	-304,500
Buildings on Leased Land			
Total Taxable	2,142,000	1,245,600	-896,400

Page Two

If you have any other questions, please contact me at 920-448-5197 or kurt.keller@revenue.wi.gov.

Sincerely,

A handwritten signature in black ink that reads "Kurt Keller". The signature is written in a cursive style with a large initial "K".

Kurt Keller
Supervisor
Green Bay Manufacturing and Utility Bureau District Office

Enclosures

cc: Laura Henning-Lorenz, 508 New York Ave #109, Sheboygan, WI 53081-4126



State of Wisconsin • DEPARTMENT OF REVENUE

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April 2, 2015

Susan Richards, Clerk
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081-4442

Ms. Richards:

Enclosed is a copy of a Wisconsin Tax Appeals Commission Settlement Agreement that changes a 2012 full value assessment. The change was made pursuant to Sec. 70.511, Wis. Stats., delayed action of reviewing authority. This order may initiate the need to refund taxes that were already paid and to recover some of the refund through the procedure described in Sec. 74.41, Wis. Stats., charging back refunded or rescinded taxes.

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This particular order is in regards to the following property:

Municipality:	City of Sheboygan
Owner:	JL French LLC
Site Address:	4243 Gateway Drive
Local Parcel Number:	59281479013
State Identification Number:	81-59-281-R000001365
Tax Appeals Commission Docket Number:	13-M-72

2012 Full Value	Original Assessment	Final TAC Settlement	Change
Land	650,000	650,000	-
Improvements	11,282,000	10,750,000	(532,000)
Total	11,932,000	11,400,000	(532,000)
Aggregate Ratio:	1.086689898		
2012 Equated Value	Original Assessment	Final TAC Settlement	Change
Land	706,300	706,300	-
Improvements	12,260,000	11,681,900	(578,100)
Total	12,966,300	12,388,200	(578,100)

If you have any other questions, please contact me at 920-448-5197 or kurt.keller@revenue.wi.gov.

Sincerely,

Kurt Keller, Supervisor, Green Bay Manufacturing and Utility Bureau District Office

Enclosures

cc: Laura Henning-Lorenz, 508 New York Ave #109, Sheboygan, WI 53081-4126



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • MANUFACTURING AND UTILITY BUREAU • GREEN BAY DISTRICT - AA 81

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Phone: 920-448-5191
Fax: 920-448-5210
dormfgtel81@revenue.wi.gov
www.revenue.wi.gov

April 2, 2015

Susan Richards, Clerk
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081-4442

Ms. Richards:

Enclosed is a copy of a Wisconsin Tax Appeals Commission Settlement Agreement that changes a 2013 full value assessment. The change was made pursuant to Sec. 70.511, Wis. Stats., delayed action of reviewing authority. This order may initiate the need to refund taxes that were already paid and to recover some of the refund through the procedure described in Sec. 74.41, Wis. Stats., charging back refunded or rescinded taxes.

Also enclosed is a chart illustrating the refund and chargeback process. If you intend to complete a chargeback, please remit all paperwork (PC-201) as soon as possible after issuing the refund, but no later than June 1st. If you have any questions relating to the refund or chargeback, please call the Local Government Services Bureau at 608-264-6892.

This particular order is in regards to the following property:

Municipality:	City of Sheboygan
Owner:	JL French LLC
Site Address:	4243 Gateway Drive
Local Parcel Number:	59281479013
State Identification Number:	81-59-281-R000001365
Tax Appeals Commission Docket Number:	14-M-26

2013 Full Value	Original Assessment	Final TAC Settlement	Change
Land	650,000	650,000	-
Improvements	11,259,100	10,250,000	(1,009,100)
Total	11,909,100	10,900,000	(1,009,100)
Aggregate Ratio:	1.106793820		
2013 Equated Value	Original Assessment	Final TAC Settlement	Change
Land	719,400	719,400	-
Improvements	12,461,500	11,344,600	(1,116,900)
Total	13,180,900	12,064,000	(1,116,900)

If you have any other questions, please contact me at 920-448-5197 or kurt.keller@revenue.wi.gov.

Sincerely,

Kurt Keller, Supervisor, Green Bay Manufacturing and Utility Bureau District Office

Enclosures

cc: Laura Henning-Lorenz, 508 New York Ave #109, Sheboygan, WI 53081-4126

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

JL FRENCH LLC, PETITIONER
APPEAL NO. 81-051-REO-14
STATE IDENTIFICATION NO. 81-59-281-R000001365

VS

WISCONSIN DEPARTMENT OF REVENUE
RESPONDENT

TO: JL FRENCH LLC
3101 S TAYLOR DR
PO BOX 1024
SHEBOYGAN WI 53082

AND SUSAN RICHARDS CLERK
CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2014 assessment for the above-listed parcel has been reviewed by the State Board of Assessors pursuant to sec. 70.995(8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: .969063383

	<u>ORIGINAL FULL VALUE ASSESSMENT</u>	<u>REVISED FULL VALUE ASSESSMENT</u>	<u>ORIGINAL EQUATED VALUE ASSESSMENT</u>	<u>REVISED EQUATED VALUE ASSESSMENT</u>
Land	650,000	650,000	629,900	629,900
Improvements	11,350,000	9,750,000	10,998,900	9,448,400
Total	12,000,000	10,400,000	11,628,800	10,078,300

There will not be Interest paid per sec. 70.511(2)(b), Wis. Stats.

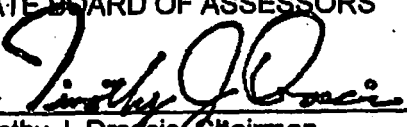
You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

Wisconsin Tax Appeals Commission
5005 University Ave., Suite 110
Madison, WI 53705
(608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 31st day of March 2015.

cc: MARGARET M DERUS ATTY
REINHART BOERNER VAN DEUREN
1000 N WATER ST STE 1700
PO BOX 2965
MILWAUKEE WI 53204

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS
By: 
Timothy J. Drascio, Chairman

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS
MAIL DROP #6-97
P.O. BOX 8971
MADISON, WI 53708-8971

ACKNOWLEDGEMENT OF OBJECTION
WITHDRAWAL

JL FRENCH LLC, PETITIONER
APPEAL NO. 81-049-PPO-14
STATE IDENTIFICATION NO. 81-59-281-P000013309

VS

WISCONSIN DEPARTMENT OF REVENUE,
RESPONDENT

TO: JL FRENCH LLC
3101 S TAYLOR DR
PO BOX 1024
SHEBOYGAN WI 53082

AND SUSAN RICHARDS CLERK
CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

This acknowledges receipt on March 25, 2015 by the State Board of Assessors of your withdrawal of your objection to the valuation of your 2014 manufacturing personal property assessment and waiving of your rights to be heard further by the Wisconsin Tax Appeals Commission.

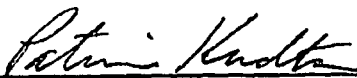
The assessed valuation as stated below shall be sustained:

	<u>Assessed Value</u>
Boats and Watercraft	\$ 0
Machinery and Equipment	\$ 486,800
Furniture and Fixtures	\$ 400,300
All Other Personal Property	\$ 171,200
Buildings on Leased Land	\$ 0
TOTAL	\$1,058,300

Dated this 26th day of March 2015.

cc: MARGARET DERUS ATTY
REINHART BOERNER VAN
DEUREN SC
1000 N WATER ST STE 1700
PO BOX 2965
MILWAUKEE WI 53204

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By: 
Patricia Knudtson, Acting Secretary
Phone: (608) 267-2163

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS
MAIL DROP #6-97
P.O. BOX 8971
MADISON, WI 53708-8971

ACKNOWLEDGEMENT OF OBJECTION
WITHDRAWAL

JL FRENCH LLC, PETITIONER
APPEAL NO. 81-050-PPO-14
STATE IDENTIFICATION NO. 81-59-281-P000013310

VS

WISCONSIN DEPARTMENT OF REVENUE,
RESPONDENT

TO: JL FRENCH LLC
3101 S TAYLOR DR
PO BOX 1024
SHEBOYGAN WI 53082

AND SUSAN RICHARDS CLERK
CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

This acknowledges receipt on March 25, 2015 by the State Board of Assessors of your withdrawal of your objection to the valuation of your 2014 manufacturing personal property assessment and waiving of your rights to be heard further by the Wisconsin Tax Appeals Commission.

The assessed valuation as stated below shall be sustained:

	<u>Assessed Value</u>
Boats and Watercraft	\$ 0
Machinery and Equipment	\$ 1,315,300
Furniture and Fixtures	\$ 378,500
All Other Personal Property	\$ 309,400
Buildings on Leased Land	\$ 0
TOTAL	\$2,003,200

Dated this 26th day of March 2015.

cc: MARGARET DERUS ATTY
REINHART BOERNER VAN
DEUREN SC
1000 N WATER ST STE 1700
PO BOX 2965
MILWAUKEE WI 53204

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By: Patricia Knudtson
Patricia Knudtson, Acting Secretary
Phone: (608) 267-2163



STATE OF WISCONSIN
TAX APPEALS COMMISSION

J. L. FRENCH, LLC.,

DOCKET NOS. 10-M-105,
11-M-063, AND 11-M-319

Petitioner,

vs.

WISCONSIN DEPARTMENT OF REVENUE,

Respondent.

DECISION AND ORDER

LORNA HEMP BOLL, CHAIR:

These cases come before the Commission for decision after the parties tried the cases in Madison, Wisconsin, on April 17-April 18, 2013. Petitioner, J. L. French, Inc., is represented by Attorneys Margaret M. Derus and Amy L. Barnes of Reinhart Boerner Van Deuren s.c.. The Department of Revenue ("the Department") is represented by Attorney John R. Evans. The issue in these cases involves the assessments of Petitioner's real property for the tax years 2009, 2010, and 2011. Both parties have filed post-trial briefs. We now uphold the Assessments as modified.

FINDINGS OF FACT

A. Jurisdictional Facts

1. Petitioner, J. L. French, is the owner of real property located at 4243 Gateway Drive, City of Sheboygan, Wisconsin, State Identification Number

81-59-281-R000001365, Local Parcel Number 59281479013, which is the subject of the above-referenced docketed cases. (Stipulation ("Stip."), ¶ 1.)

2. At issue in this case are the valuations of the subject property as of January 1, 2009, January 1, 2010 and January 1, 2011. (Stip., ¶ 2.)

3. On June 1, 2009, the Department issued a 2009 Notice of Real Property Assessment for the subject property to the Petitioner. (Stip., ¶ 5.)

4. On July 30, 2009, Petitioner filed a timely Objection to 2009 Real Estate Assessment with the Wisconsin State Board of Assessors ("Board of Assessors"). (Stip., ¶ 6.)

5. On March 5, 2010, the Board of Assessors issued to the Petitioner a Notice of Determination of 2009 Assessment. (Stip., ¶ 7.)

6. On May 4, 2010, Petitioner filed a timely Petition for Review of the Determination by State Board of Assessors for 2009 with the Commission. (Stip., ¶ 8.)

7. On June 21, 2010, the Department issued a 2010 Notice of Real Property Assessment for the subject property to the Petitioner. (Stip. ¶ 9.)

8. On August 10, 2010, Petitioner filed a timely Objection to 2010 Real Estate Assessment with the Board of Assessors. (Stip., ¶ 10.)

9. On January 14, 2011, the Board of Assessors issued to the Petitioner a Notice of Determination of 2010 Assessment. (Stip., ¶ 11.)

10. On February 7, 2011, Petitioner filed a timely Petition for Review of Determination by State Board of Assessors for 2010 with the Commission. (Stip., ¶ 12.)

adjustments and are thus are deemed the most comparable. The weightings change from year to year as the subject property ages. The testimony was less clear as to the basis for the weightings and changes in weightings chosen by Petitioner's appraiser.

With respect to square footage, as noted above, we find the Department's square footage figure to be more accurate. The parties also disagreed on the role of ceiling heights in their adjustments. There was credible evidence that industrial facilities can and do employ ceiling heights in excess of the optimal height figure adopted by Petitioner's expert. Of particular interest was the fact in 2007 the Petitioner had added new production space with ceiling heights in excess of 40 feet, while arguing that only 28-32 foot ceilings were desirable.

Summary

The Petitioner bears the burden to show error in the assessments. Although there was some evidence of what might be perceived as error, it was not substantial and did not rise to the level of proof required to overcome the presumption of correctness. Even if we reach the simple burden of persuasion, the Petitioner must prove its evidence is more credible than that of the Department. The Petitioner has failed to meet that burden as well. The Department's assertions were grounded in more credible evidence.

CONCLUSIONS OF LAW

1. Petitioner has shown some contrary evidence, but the evidence was insufficient to rebut the presumption of correctness.

2. Even if the presumption were overcome, Petitioner has not met its burden of persuasion to refute the property assessments.

3. The Department produced evidence sufficient only to support modified assessments of \$12,041,400 for 2010 and \$12,009,200 for 2011.

ORDERS

Based upon the foregoing,

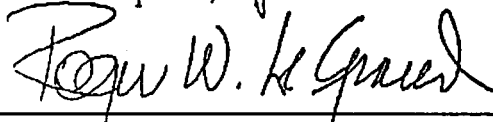
IT IS HEREBY ORDERED that the Department's assessments for 2010 and 2011 are modified to conform to the proof at trial at \$12,041,400 for 2010 and \$12,009,200 for 2011. The Department's assessments for 2009, 2010, and 2011 are otherwise upheld.

Dated at Madison, Wisconsin, this 21st day of May, 2014.


WISCONSIN TAX APPEALS COMMISSION



Lorna Hemp Boll, Chair



Roger W. LeGrand, Commissioner



David D. Wilmoth, Commissioner

ATTACHMENT: NOTICE OF APPEAL INFORMATION

STATE OF WISCONSIN
DEPARTMENT OF REVENUE

J.L. FRENCH, LLC,
ALLOTECH INTERNATIONAL, LLC,

Petitioners,

v.

WISCONSIN DEPARTMENT OF REVENUE,

Respondent.

SETTLEMENT AGREEMENT

Docket Nos. 13-M-72, 13-M-88,
13-M-89, 13-M-90, 13-M-91, 13-M-92,
14-M-26, 14-M-27, 14-M-28 & 14-M-29

IT IS HEREBY STIPULATED that the original assessments are modified as follows:

Docket No.	BOA Appeal No.	Assessment Year	Stipulated Assessment
13-M-72	81-021-REO-12	2012	\$11,400,000
13-M-88	81-016-PPO-12	2012	\$648,300
13-M-89	81-019-PPO-12	2012	\$1,146,200
13-M-90	81-020-PPO-12	2012	\$658,300
13-M-91	81-018-PPO-12	2012	\$222,400
13-M-92	81-017-PPO-12	2012	\$419,400
14-M-26	81-038-REO-13	2013	\$10,900,000
14-M-27	81-034-PPO-13	2013	\$1,094,600
14-M-28	81-035-PPO-13	2013	\$1,772,600
14-M-29	81-036-PPO-13	2013	\$566,100

STATE ID #	BOA Appeal No.	Assessment Year	Stipulated Assessment
81-59-281-P000013284	81-048-PPO-14	2014	\$937,600
81-59-281-P000013309	81-049-PPO-14	2014	\$1,058,300
81-59-281-P000013310	81-050-PPO-14	2014	\$2,003,200
81-59-281-R000001365	81-051-REO-14	2014	\$10,400,000

IT IS FURTHER STIPULATED that Petitioners waive the right to any interest due under Wis. Stat. sec. 70.511(2)(b).

IT IS FURTHER STIPULATED that Petitioner and Respondent waive fees and costs and attorney's fees.

IT IS FURTHER STIPULATED that the Wisconsin Tax Appeals Commission may enter an Order without further notice to the parties approving the terms of this stipulation and dismissing the above-referenced Tax Appeals Commission cases and BOA objections as referenced above.

PETITIONERS

WISCONSIN DEPARTMENT OF REVENUE

Darreele Kinas 3/23/2015
Name: Darreele Kinas Date
Title: BU Tax Manager

Peter D. Kafkas 3/27/15
Peter D. Kafkas Date
Attorney

Margaret M. Derus 3/24/15
Margaret M. Derus Date
Petitioner's Representative

Julie M. Roes 3/27/15
Julie M. Roes Date
Director, Manufacturing and Utility Bureau
DEPUTY ADMINISTRATOR, STATE & LOCAL FINANCE

**AGREEMENT BETWEEN
RCS EMPOWERS, INC.
AND THE CITY OF SHEBOYGAN
FOR PAYMENTS IN LIEU OF TAXES**

THIS AGREEMENT (the "Agreement") is made as of the 21st day of January, 2016, by and between RCS Empowers, Inc., a Wisconsin corporation, with its principal offices located at 1607 Geele Avenue, Sheboygan, WI 53081 (hereinafter "RCS" or "Owner"), and the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City").

WITNESSETH:

WHEREAS, the Owner has acquired a property referred to herein alternatively as the "Subject Property" or the "Property," located in the City, and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, use of the Property will consist of storage/warehousing of industrial related goods in a one-story building formerly known as the Calumet Square Shopping Center located at 2213 Calumet Drive, Sheboygan, WI (the "Project"); and

WHEREAS, the Owner intends to file a request with the City for real and personal property tax exemption under state law relative to its ownership and usage of the Property; and

WHEREAS, the Owner nonetheless recognizes that, notwithstanding a determination by the City upon such request of the Property qualifying for property tax exempt status, valuable government services will be provided to it, which services directly or indirectly relate to health, safety and welfare and, which include, but are not limited to general governmental administrative services and police services; and

WHEREAS, the Owner, upon a determination of property tax exempt status for the Property, wishes to make payments in lieu of taxes (PILOTs) to the City for the Property in recognition of those services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Whereas Clauses. The parties hereby acknowledge that the above clauses are part of this Agreement.

2. City Services.

(a) *Certain Services Typically Covered by Property Tax.* Irrespective of Property tax status, the City agrees to continue to furnish general governmental administrative services and police services to the Owner and the Property of the same type, and to the same extent, as are furnished, from time to time, without cost or charge (except by means of property tax and authorized fees, assessments and charges), to other similarly situated warehouses and storage facilities in the City. Nothing in this Agreement shall be construed to give Owner a contractual right to governmental services, or to impose upon City any additional duties, it being the parties' intent that the City provide public service subject to the same duties and liability as apply to the public generally. Services included herein are general governmental administrative services and police services. The City shall not have breached its obligations hereunder if it is prevented from providing such services because of typical force majeure reasons (e.g. war, flood, fire, labor dispute, supply shortage, act of God, natural disaster, etc.), or because of budgetary constraints or because any person or entity shall assert a right which prevents delivery of such services as are furnished from time to time without cost or charge (except by means of property tax) to other warehouses and storage facilities in the City.

(b) *Special Assessment, Special Charges and Fees.* Notwithstanding the above paragraph or the property tax exempt status of the Property, the Owner understands that it will be subject to special assessments, special charges and special taxes as defined in Wis. Stats. 74.01 (and as also referred to in Wis. Stats. Ch. 66) and fees charged by the City in the same manner and to the same extent that such special assessments, special charges, special taxes and fees are charged for similar services and/or undertakings to warehouses and storage facilities within the City. This provision shall not affect the City's powers, consistent with the law, to determine the services (other than those typically covered by the property tax) that shall be provided to the Property and/or similarly situated property pursuant to this paragraph. Nothing contained herein shall preclude the Owner from appealing, as provided by law, the imposition of such special assessments, special charges, special taxes or fees by the City.

3. **PILOT Payments.**

(a) *Calculation for Tax Years 2016 and Subsequent Tax Years.* In recognition of those services covered by paragraph 2(a) of this Agreement, in the event the Property is determined to be tax exempt for tax year 2016 and subsequent tax years, the Owner agrees to pay the City an annual PILOT payment for the exempt portion of the Property for each tax year (or portion thereof) during which the Owner owns the Property. If the Owner transfers or conveys the Property, the PILOT for that year will be prorated based upon the number of full months for which the Owner owned the Property.

The annual PILOT payments for such services shall be \$7,500 (for the 54,583 square footage that will be non-taxable.) The remaining 15,596 square feet would be taxable. The PILOT payment due shall be adjusted annually based upon the change in the United States Bureau of Labor Statistics Consumer Price Index (www.bls.gov) all Urban Consumers Midwest Area, Size B/C from January through December 2015 and each year thereafter.

(b) *Payment Due Date.* PILOTS for tax year 2016 and subsequent years shall be due and payable in full on or before January 31 of the year following the tax year for which the PILOT was calculated.

(c) *Use of Payment.* The City may use and expend PILOTS hereunder in such manner and for such purposes as to offset the City levy for those services covered under paragraph 2(a).

(d) *Nonpayment.* The Owner has a good faith duty to take affirmative steps to satisfy its PILOT obligations hereunder by making timely payments to the City. A lien shall attach to the Property in the event of nonpayment or partial payment. If the Owner meets its good faith duties under the terms of the Agreement, the City shall not take and hereby waives any enforcement or collection action against the Owner related to the PILOT. The City expressly retains its governmental rights, authority and powers available at law or in equity.

4. **Exempt Status.** Even if the City initially determines that, if the Owner uses the Property for the purposes described to City in an application for exemption, all or a portion of the Property will qualify for real and personal property tax exemption under Wisconsin law, the City Assessor's Office may review the Property's exempt status under Wis. Stats. 70.11 from time to time with the respective January dates being the reference dates for those exemption reviews. If the City, as a result of those reviews or otherwise, determines that the Property no longer qualifies for

exemption from property tax, for the year in which the determination is made:

- (a) The City will provide notice of such determination to the Owner, no later than April 30th of that year;
- (b) This Agreement shall terminate with respect to that and any subsequent years for which exemption no longer applies;
- (c) If a PILOT has been paid for that year, the City shall promptly refund such PILOT, or at the option of the City, offset such payments against any property taxes due from Owner; and
- (d) The Property shall be placed on the property tax rolls for that and any subsequent years for which exemption has been determined not to apply.

If the Owner disagrees with the City's determination that the Property no longer qualifies for tax exemption, the Owner may challenge such determination by the appropriate procedure provided under Wisconsin law for similarly situated property.

5. **Term.** The PILOT agreement shall terminate on the soonest of any of the following-described dates:

- (a) The day before the respective January 1 of the year concerning which the City determines that the Property no longer qualifies for the property tax exemption;
- (b) The effective date of an enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of a property exempt from the general property tax or similarly situated owners of exempt property;
- (c) The effective date of a repeal by the State of Wisconsin of the property tax exemption for the Property and other similarly situated property; and
- (d) The effective date of legislation or case law, which indicates that PILOT payments are not permitted by exempt property owners.

6. **Documents, Inspection, Cooperation.** The Owner agrees to cooperate with the City (including, but not limited to, the City Assessor's Office, the City Development Office, the City Attorney's Office and the City Finance Office) with respect to this Agreement by allowing inspections of the Property upon reasonable written request of the City and by allowing inspection of leases of the

Property and other documents requested of the Owner. Notwithstanding the foregoing, the City expressly reserves all its rights in law and equity to inspect and to obtain disclosure, documents, inspection and information to the extent the property owner is required to allow any such inspection under Wisconsin Law. The Owner is not hereby granting rights to inspection beyond those provided by law.

7. **Amendment.** The City and the Owner expressly reserve the right to modify and amend this Agreement from time to time, as they shall mutually agree in writing executed by both parties.

8. **Severability; Governing Law.** If any provision hereof is duly held by a court of competent jurisdiction to be invalid with respect to any circumstance or otherwise, the remainder of the Agreement and/or the application of the Agreement to any other circumstance shall not be affected thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of the City of Sheboygan shall be the governing law with respect to this Agreement.

9. **Authority.** The Owner represents and warrants to the City that its agents executing this Agreement have been duly authorized to so execute and to cause the Owner to enter into this Agreement. The City represents and warrants to the Owner that the undersigned City officials are duly authorized to execute and to enter into this Agreement.

10. **Binding Effect.** The rights and obligations under this Agreement shall run with the land and along with the conditions hereof, shall be binding upon the parties' successors, heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the date and year first written above.

CITY OF SHEBOYGAN

RCS EMPOWERS, INC.

BY:

Michael Vandersteen
Michael Vandersteen
Mayor

BY:

Conrad D. Van Drogen

ATTEST:

Susan Richards
Susan Richards
City Clerk

ATTEST:

Monica H. Grubel

DATED:

1/21/16

DATED:

12/14/15

This document is authorized by and in accordance with Res. No. 122-15-16.

This document consists of six (6) typewritten pages, including the signature page.

Approved as to form this
19 day of February, 2016.

Charles Adams
Charles Adams
City Attorney

Sheboygan, WI 53081

WI State Bar No. ~~01011662~~ 01021454

EXHIBIT "A"

(LEGAL DESCRIPTION FOR RCS EMPOWERS, INC. FORMER CALUMET SQUARE SHOPPING CENTER)

ASSESSMENT SUBD NO 03 LOT 1 BLK 4 AND 8' STRIP OF UNPLATTED LAND E OF SD LOT 1 AND LYING S OF THE WLY EXTENSION OF THE N LINE OF JOHN CT, EXCEPT THE W 75' OF LOT 1, ALL BEING DESC AS: COM AT THE NW CORNER OF LOT 2 OF SD BLOCK, TH N-45-DEG-05'-13"W 200.43' ALONG THE N LINE OF CALUMET DR TO A POINT 25' E MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF C&NW RR BELTLINE TRACK, TH N-00-DEG-22'-03"W 381.46' PARALLEL TO SD CENTER LINE TO THE WLY EXTENSION OF THE N LINE OF JOHN CT, TH S-89-DEG-46'-46"E 487.2' TO A POINT 25' WLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF C&NW RR MAIN TRACK, TH S-18-DEG-47'-28"E 640' M/L PARALLEL TO SD CENTER LINE TO THE N LINE OF GEELE AVE, TH W 8.46' ALONG SD N LINE TO THE SE CORNER OF SD LOT 2, TH N-18-DEG-47'-28"W 175.04 TO THE NE CORNER OF LOT 2, TH S-80-DEG-34'-03" W 499.03' ALONG THE S LINE OF LOT 1 TO BEG, CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN, STATE OF WISCONSIN.

TAX PARCEL NO. 59281-601980

VIII

R. C. No. _____ - 15 - 16. By FINANCE. January 18, 2016.

Your Committee to whom was referred Res. No. 122-15-16 by Alderperson Hammond approving the Agreement between RCS Empowers, Inc., and the City of Sheboygan for Payments in Lieu of Taxes for the former Calumet Square Shopping Center, particularly the former Pick N Save store located at 2213 Calumet Dr.; 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

IIIIV

III

4.2

Res. No. 122 15 - 16. By Alderperson Hammond. December 21, 2015.

A RESOLUTION approving the Agreement between the RCS Empowers, Inc. and the City of Sheboygan for Payments in Lieu of Taxes for the former Calumet Square Shopping Center, particularly the former Pick N Save store located at 2213 Calumet Drive.

*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

III

**AGREEMENT BETWEEN
RCS EMPOWERS, INC.
AND THE CITY OF SHEBOYGAN
FOR PAYMENTS IN LIEU OF TAXES**

THIS AGREEMENT (the "Agreement") is made as of the ____ day of _____, 2016, by and between RCS Empowers, Inc., a Wisconsin corporation, with its principal offices located at 1607 Geele Avenue, Sheboygan, WI 53081 (hereinafter "RCS" or "Owner"), and the City of Sheboygan, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City").

WITNESSETH:

WHEREAS, the Owner has acquired a property referred to herein alternatively as the "Subject Property" or the "Property," located in the City, and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, use of the Property will consist of storage/warehousing of industrial related goods in a one-story building formerly known as the Calumet Square Shopping Center located at 2213 Calumet Drive, Sheboygan, WI (the "Project"); and

WHEREAS, the Owner intends to file a request with the City for real and personal property tax exemption under state law relative to its ownership and usage of the Property; and

WHEREAS, the Owner nonetheless recognizes that, notwithstanding a determination by the City upon such request of the Property qualifying for property tax exempt status, valuable government services will be provided to it, which services directly or indirectly relate to health, safety and welfare and, which include, but are not limited to general governmental administrative services and police services; and

WHEREAS, the Owner, upon a determination of property tax exempt status for the Property, wishes to make payments in lieu of taxes (PILOTs) to the City for the Property in recognition of those services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Whereas Clauses. The parties hereby acknowledge that the above clauses are part of this Agreement.

2. City Services.

(a) *Certain Services Typically Covered by Property Tax.* Irrespective of Property tax status, the City agrees to continue to furnish general governmental administrative services and police services to the Owner and the Property of the same type, and to the same extent, as are furnished, from time to time, without cost or charge (except by means of property tax and authorized fees, assessments and charges), to other similarly situated warehouses and storage facilities in the City. Nothing in this Agreement shall be construed to give Owner a contractual right to governmental services, or to impose upon City any additional duties, it being the parties' intent that the City provide public service subject to the same duties and liability as apply to the public generally. Services included herein are general governmental administrative services and police services. The City shall not have breached its obligations hereunder if it is prevented from providing such services because of typical force majeure reasons (e.g. war, flood, fire, labor dispute, supply shortage, act of God, natural disaster, etc.), or because of budgetary constraints or because any person or entity shall assert a right which prevents delivery of such services as are furnished from time to time without cost or charge (except by means of property tax) to other warehouses and storage facilities in the City.

(b) *Special Assessment, Special Charges and Fees.* Notwithstanding the above paragraph or the property tax exempt status of the Property, the Owner understands that it will be subject to special assessments, special charges and special taxes as defined in Wis. Stats. 74.01 (and as also referred to in Wis. Stats. Ch. 66) and fees charged by the City in the same manner and to the same extent that such special assessments, special charges, special taxes and fees are charged for similar services and/or undertakings to warehouses and storage facilities within the City. This provision shall not affect the City's powers, consistent with the law, to determine the services (other than those typically covered by the property tax) that shall be provided to the Property and/or similarly situated property pursuant to this paragraph. Nothing contained herein shall preclude the Owner from appealing, as provided by law, the imposition of such special assessments, special charges, special taxes or fees by the City.

3. **PILOT Payments.**

(a) *Calculation for Tax Years 2016 and Subsequent Tax Years.* In recognition of those services covered by paragraph 2(a) of this Agreement, in the event the Property is determined to be tax exempt for tax year 2016 and subsequent tax years, the Owner agrees to pay the City an annual PILOT payment for the exempt portion of the Property for each tax year (or portion thereof) during which the Owner owns the Property. If the Owner transfers or conveys the Property, the PILOT for that year will be prorated based upon the number of full months for which the Owner owned the Property.

The annual PILOT payments for such services shall be \$7,500 (for the 54,583 square footage that will be non-taxable.) The remaining 15,596 square feet would be taxable. The PILOT payment due shall be adjusted annually based upon the change in the United States Bureau of Labor Statistics Consumer Price Index (www.bls.gov) all Urban Consumers Midwest Area, Size B/C from January through December 2015 and each year thereafter.

(b) *Payment Due Date.* PILOTs for tax year 2016 and subsequent years shall be due and payable in full on or before January 31 of the year following the tax year for which the PILOT was calculated.

(c) *Use of Payment.* The City may use and expend PILOTs hereunder in such manner and for such purposes as to offset the City levy for those services covered under paragraph 2(a).

(d) *Nonpayment.* The Owner has a good faith duty to take affirmative steps to satisfy its PILOT obligations hereunder by making timely payments to the City. A lien shall attach to the Property in the event of nonpayment or partial payment. If the Owner meets its good faith duties under the terms of the Agreement, the City shall not take and hereby waives any enforcement or collection action against the Owner related to the PILOT. The City expressly retains its governmental rights, authority and powers available at law or in equity.

4. **Exempt Status.** Even if the City initially determines that, if the Owner uses the Property for the purposes described to City in an application for exemption, all or a portion of the Property will qualify for real and personal property tax exemption under Wisconsin law, the City Assessor's Office may review the Property's exempt status under Wis. Stats. 70.11 from time to time with the respective January dates being the reference dates for those exemption reviews. If the City, as a result of those reviews or otherwise, determines that the Property no longer qualifies for

exemption from property tax, for the year in which the determination is made:

- (a) The City will provide notice of such determination to the Owner, no later than April 30th of that year;
- (b) This Agreement shall terminate with respect to that and any subsequent years for which exemption no longer applies;
- (c) If a PILOT has been paid for that year, the City shall promptly refund such PILOT, or at the option of the City, offset such payments against any property taxes due from Owner; and
- (d) The Property shall be placed on the property tax rolls for that and any subsequent years for which exemption has been determined not to apply.

If the Owner disagrees with the City's determination that the Property no longer qualifies for tax exemption, the Owner may challenge such determination by the appropriate procedure provided under Wisconsin law for similarly situated property.

5. Term. The PILOT agreement shall terminate on the soonest of any of the following-described dates:

- (a) The day before the respective January 1 of the year concerning which the City determines that the Property no longer qualifies for the property tax exemption;
- (b) The effective date of an enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of a property exempt from the general property tax or similarly situated owners of exempt property;
- (c) The effective date of a repeal by the State of Wisconsin of the property tax exemption for the Property and other similarly situated property; and
- (d) The effective date of legislation or case law, which indicates that PILOT payments are not permitted by exempt property owners.

6. Documents, Inspection, Cooperation. The Owner agrees to cooperate with the City (including, but not limited to, the City Assessor's Office, the City Development Office, the City Attorney's Office and the City Finance Office) with respect to this Agreement by allowing inspections of the Property upon reasonable written request of the City and by allowing inspection of leases of the

Property and other documents requested of the Owner. Notwithstanding the foregoing, the City expressly reserves all its rights in law and equity to inspect and to obtain disclosure, documents, inspection and information to the extent the property owner is required to allow any such inspection under Wisconsin Law. The Owner is not hereby granting rights to inspection beyond those provided by law.

7. **Amendment.** The City and the Owner expressly reserve the right to modify and amend this Agreement from time to time, as they shall mutually agree in writing executed by both parties.

8. **Severability; Governing Law.** If any provision hereof is duly held by a court of competent jurisdiction to be invalid with respect to any circumstance or otherwise, the remainder of the Agreement and/or the application of the Agreement to any other circumstance shall not be affected thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of the City of Sheboygan shall be the governing law with respect to this Agreement.

9. **Authority.** The Owner represents and warrants to the City that its agents executing this Agreement have been duly authorized to so execute and to cause the Owner to enter into this Agreement. The City represents and warrants to the Owner that the undersigned City officials are duly authorized to execute and to enter into this Agreement.

10. **Binding Effect.** The rights and obligations under this Agreement shall run with the land and along with the conditions hereof, shall be binding upon the parties' successors, heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the date and year first written above.

CITY OF SHEBOYGAN

RCS EMPOWERS, INC.

BY: _____
Michael Vandersteen
Mayor

BY: Conrad P. Van Rogen

ATTEST: _____
Susan Richards
City Clerk

ATTEST: Monica H. Guehl

DATED: _____

DATED: 12/14/15

This document is authorized by and in accordance with Res. No. _____-15-16.

This document consists of six (6) typewritten pages, including the signature page.

Approved as to form this _____ day of _____, 2016.

Charles Adams
City Attorney
Sheboygan, WI 53081
WI State Bar No. 01011662

EXHIBIT "A"

**LEGAL DESCRIPTION FOR RCS EMPOWERS, INC, FORMER CALUMET SQUARE
SHOPPING CENTER**

LEGAL DESCRIPTION SHALL BE PROVIDED HERE.

(Tax Parcel No. 59281601980)

VIII

R. C. No. _____ - 15 - 16. By FINANCE. January 18, 2016.

Your Committee to whom was referred Res. No. 127-15-16 by Alderperson Hammond revising the loan interest rate of the City of Sheboygan Leverage Loan Program from 3% above the Wall Street Journal prime rate the day the loan is approved by the Finance Committee; 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

114

III

5.1

Res. No. 127- 15 - 16. By Alderperson Hammond. January 4, 2016.

A RESOLUTION revising the loan interest rate of the City of Sheboygan Leverage Loan Program from 3% above the Wall Street Journal prime rate to the current Wall Street Journal prime rate the day the loan is approved by the Finance Committee.

Whereas, on March 3, 2014, the Common Council approved the creation of the Leverage Loan Program Policies and Procedures to be used to aid in business expansion and attraction and to leverage other sources of capital.

WHEREAS, the program was created to provide funding to projects that increase tax base in 2-3 years, but not necessarily create new jobs.

WHEREAS, to date, no project has taken advantage of this funding due to the interest rate being 3% of the Wall Street Journal prime rate.

WHEREAS, it is felt if the interest rate is lowered to the prime rate, pending projects may take advantage of the program, thus creating new tax base for the City.



*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

VI

R. C. No. - 15 - 16. By LAW AND LICENSING. January 18, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 220-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the following licenses be granted with various caveats:

"CLASS B" LIQUOR LICENSE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3162	Sundance Saloon	1509 S. 12 th St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2727	Bonjour Massage	1327 N. 8 th St.
2441	Darling Therapies	604 Erie Ave.
2180	Donna Grady - Massage Therapy	809 N. 8 th St.
1112	Entourage	726 Michigan Ave.
2792	Integrated Health Therapies	833 Pennsylvania Ave.
2868	Intouch	314 Niagara Ave.
1205	Jomaji Salon & Spa Inc.	682 South Pier Dr.
2804	Reflections Spa	725 Blue Harbor Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0974	Bresser, Eric R.	708 Alabama Ave.
0960	Burby, Tanya M.	2020A S. 13 th St.
8558	Butler, Stefanni L.	1717 N. 2 nd St.
0970	Carlson, Elijah	557 Pickett, Plymouth
0980	Declark, Libby R.	528 Beech St., Kingsford, MI
0966	Gunkel, Chris A.	1008 N. 18 th Ave., West Bend
0962	Hameister, Jonathan J.	1049 Janewood Ln.
0964	Huremovic, Emir	814 S. 13 th St.
0969	Jagler, Kurt J.	1539 N. 17 th St.
0979	Jetzer, Allison E.	2330 Calumet Dr.
0249	Kinney, Kathleen M.	402 Saddle Ridge, Portage
7174	La Fortune, Rebecca L.	1123 Sommer Dr.
0975	Lehrke, Rebecca S.	1441 Parkview Terr., #44
0968	Lesperance, Hannah R.	830 N. Water St., #115
0981	Mares, Alyssa K.	932 Grand Ave.
9996	Neese, Cassandra L.	810 N. 9 th St.
0973	Ordenez, Francisco A.	3515 N. 10 th St., #121
0978	Prueter, Keri L.	1604 S. 14 th St.
0324	Schneider, Nancy C.	2019 N. 40 th St.
0965	Schoerner, Eric R.	6223 Deerpath Trail
8880	Schulz, Curtiss J.	411 James St., Sheb. Falls

Consent

0963	Struve, Jonathan E.	1948 W. Townline Rd., Oostburg
0967	Varah, Christopher T.	2228 S. 16 th St.
5339	Weimann, Lisa K.	302 Wahgouly Rd.
0959	Zack, Tyler R.	830 N. 10 th St.
0976	Zillmer, Teanna L.	2212 N. 22 nd St.

TAXICAB BUSINESS LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2997	Best Taxi, The	1905 N. 15 th St.
2509	Santanas Limo	2724 Main Ave.
2572	Lakeshore Transportation LLC	426B Factory St., Plymouth
1911	Wheelchair Taxi	2516 Superior Ave.

TAXICAB DRIVER LICENSE (NEW) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0961	Torres, Esteban Falcon	4333 Liberty Ct., #Y104

TAXICAB DRIVER LICENSE (RENEW) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7426	Ahrens, Christina E.	939 N. 25 th St.
6090	Allmann, Michele R.	2016 N. 8 th St.
0570	Anderson, Anthony G.	1941 N. 12 th St.
7788	Degroat, Shawn	1614 S. 9 th St.
0723	Falk-Meyers, Erica S.	1637 Woodland Dr., Green Bay
9714	Gering, Kevin W.	2406 Main Ave.
5170	Gilbertson, Stephen J.	1216 N. 29 th St.
8112	Gohr, Trevor M.	4213 Autumn Ct.
6725	Harrison, Renee H.	219 E 1 st St., Waldo
9948	Hernickle, Pamela A.	3145 Calumet Dr.
0690	Kohlmann Jr., Francis W.	6 Tacoma Trail
0876	Kokes, Peter J.	3903 Heather Valley, #209
0256	Krueger, Mark A.	13 S. Hiawatha Circle
0712	Lopez, Jose D.	3022 N. 8 th St.
0890	Nett, Steven F.	208 Main St., Cedar Grove
7666	Parisek Jr., James K.	1323 Geele Ave.
7805	Reiner, Michael G.	2419 N. 29 th St.
6913	Rios, Ricardo	2619A N. 8 th St.
0836	Rivera, Amalio Calderon	1428 S. 8 th St.

7731 Santana, Reynel
8860 Santana, Susan M.
6948 Schneider, Gordon J.
0817 Sullivan, Peter C.
0695 Valle, Jennifer Franco
9341 Weber, Jeffrey D.

2724 Main Ave.
2724 Main Ave.
2223 S. 7th St.
42 E Follett St., Fond du Lac
406 New York Ave.
2313 Hillshire Dr., #3A

_____ 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. January 18, 2016.

Your Committee to whom was referred, pursuant to 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 the following license be granted:

TAXICAB DRIVER LICENSE (NEW) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0987	Ries, Johnathan David	3221 N. 26 th St.

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. January 18, 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 licenses be granted with various caveats:

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
------------	-------------	----------------

*3164	Las Dos Hermanas	1125 Michigan Ave.
-------	------------------	--------------------

***grant contingent upon 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>
------------	-------------	----------------

7637	Gerold, Matthew M.	1423A Michigan Ave.
8352	Gerold, Stacy S.	1423A Michigan Ave.
0993	Michel, Daniel J.	607A Huron Ave.
0997	Pierce, Lyle H.	716 Bluff Ave.
0995	Schloss, Matthew M.	2226 N. 6 th St.

Consent

TAXICAB DRIVER LICENSE (**RENEW**) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0536	Hendrikse, Randall D.	3746 N. 14 th St.
3968	Ramey, Paulette J.	1232 Heermann Ct.
0607	Sharp, Tina Marie	1428 S. 9 th St.

_____ Committee

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

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

II

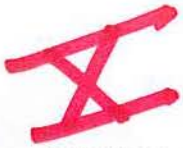
R. O. No. - 15 - 16. By CITY PLAN COMMISSION. January 18, 2016.

Your Commission to whom was **DIRECTLY REFERRED** Gen. Ord. No. 42-15-16 by Alderperson Kath and Thiel and RO 241-15-16 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3110 Erie Ave from Class SR-3 Suburban Residential 3 to Class RA-35 Rural Agricultural Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 12, 2016, and after due consideration, recommends approval of the General Ordinance and RO.

Lies over

Director of Planning & Development

III



DIRECT REFERRAL TO CITY PLAN COMMISSION

Gen. Ord. No. 42- 15 - 16. By Alderpersons Kath and Thiel.
January 12, 2016.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 3110 Erie Ave. from Class SR-3 Suburban Residential 3 to Class RA-35 Rural Agricultural Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class SR-3 Suburban Residential 3 to Class RA-35 Rural Agricultural Classification:

Property located at 3110 Erie Ave. more particularly described as:

BEING PART OF THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 21, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

COMMENCING AT THE CENTER OF SECTION 21, T. 15 N., R. 23 E. THENCE N 89°21'49" E ALONG THE NORTH LINE OF THE SE 1/4 OF SAID SECTION 21, 532.66' TO THE NW CORNER OF LOT 3 OF A C.S.M. RECORDED IN VOL. 24, PG. 244 OF CERTIFIED SURVEYS, SAID NW CORNER ALSO BEING THE POINT OF BEGINNING. THENCE S 00°34'27" W ALONG THE WEST LINE OF SAID LOT 3 464.38' TO THE SW CORNER OF SAID LOT 3, SAID SW CORNER ALSO BEING A POINT ON THE NORTH R/W LINE OF ERIE AVENUE. THENCE S 84°31'52" W ALONG SAID NORTH R/W LINE 39.74', THENCE S 85°07'52" W ALONG SAID NORTH R/W LINE 470.39' TO THE EAST R/W LINE OF N. TAYLOR DRIVE. THENCE FOLLOWING ALONG N. TAYLOR DRIVE IN AN NORTHERLY DIRECTION OVERALL THE FOLLOWING BEARINGS AND DISTANCES -

- N 19°36'35" W - 383.19'
- S 89°21'35" W - 37.33'
- N 00°29'11" E - 92.07
- N 13°56'28" W - 160.99'
- N 20°11'18" W - 53.73'
- N 07°40'07" W - 105.76

TO THE INTERSECTION OF EAST R/W LINE OF SAID N. TAYLOR DRIVE AND THE SOUTH PROPERTY LINE OF THE SHEBOYGAN WATER RESERVOIR PROPERTY, THENCE S 89°21'48" E 335.03', THENCE N 00°42'39" E 329.74', THENCE N 89°21'40" 325.19' TO THE EAST R/W LINE OF N. TAYLOR DRIVE, THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT 10.98', WITH A RADIUS OF

City Plan

508.46' AND A CHORD WHICH BEARS N 19°17'33" E 10.98', THENCE N 19°54'39" E ALONG SAID EAST R/W LINE 77.14' TO THE SOUTH R/W LINE OF SOUTH FRONTAGE ROAD, THENCE N 76°12'53" E ALONG SAID SOUTH R/W LINE 200.66', THENCE S 89°38'07" E ALONG SAID SOUTH R/W LINE 306.87' TO A POINT ON THE WEST LINE OF TRACT 1 OF A C.S.M. RECORDED IN VOL. 5, PG. 113 OF CERTIFIED SURVEYS, THENCE S 00°45'07"W ALONG SAID WEST LINE 133.11' TO THE SW CORNER OF SAID TRACT 1, THENCE S 89°13'53" E ALONG THE SOUTH LINE OF SAID TRACT 1, 211.49' TO THE NW CORNER OF LOT 1 OF A C.S.M. RECORDED IN VOL. 24, PG. 244 OF CERTIFIED SURVEYS, THENCE S 00°34'27" W ALONG THE WEST LINE OF SAID C.S.M. 578.50' TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 679,810.32 SQ. FT. OR 15.61 ACRES.

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____.

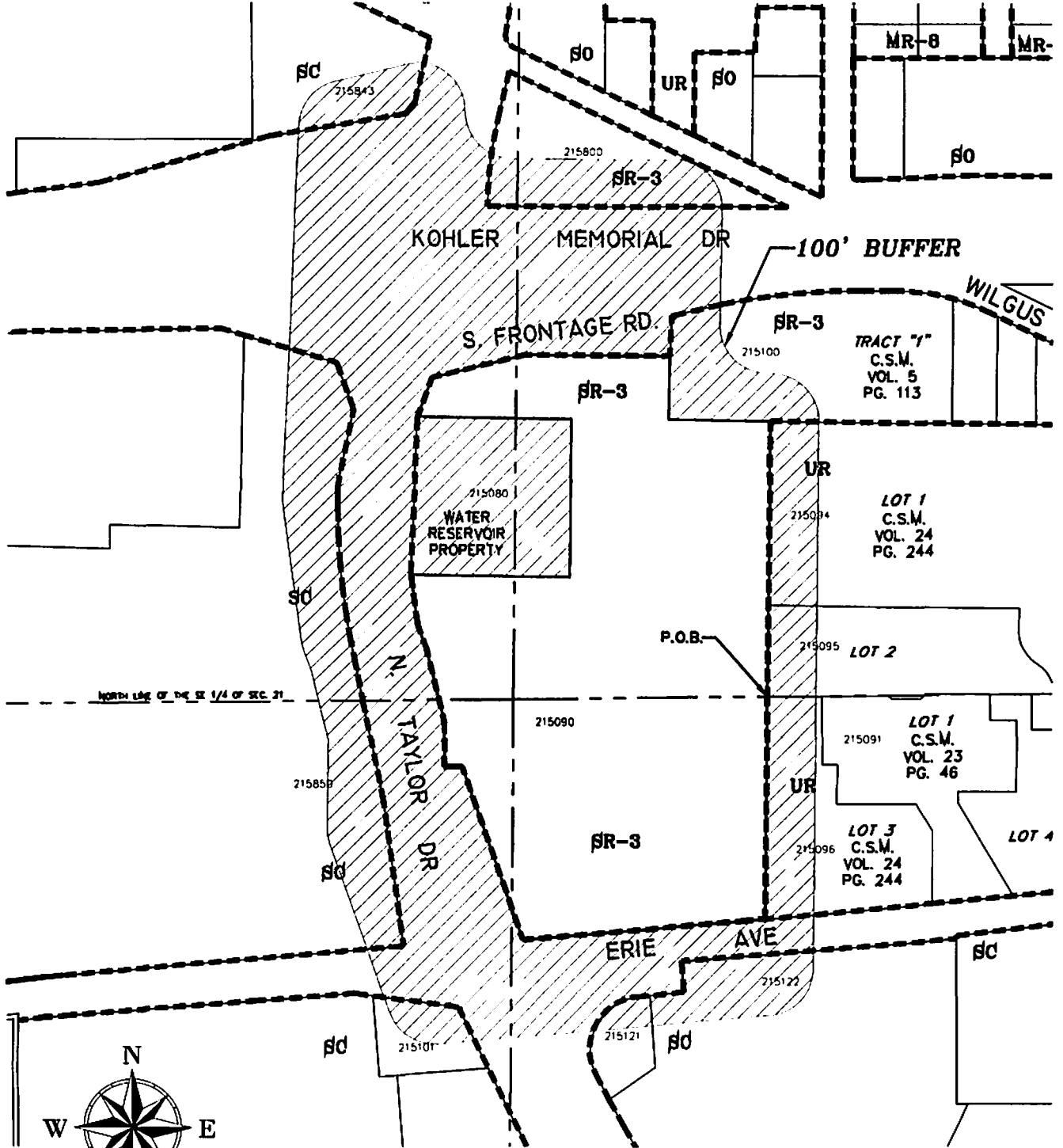
Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE

FROM SR-3 TO RA-35

SECTION 21, T. 15 N., R. 23 E.

FOR LEGAL DESCRIPTION - SEE PAGE 2



PROPOSED ZONING CHANGE

FROM SR-3 TO RA-35

SECTION 21, T. 15 N., R. 23 E.

FOR PARCEL MAP - SEE PAGE 1

BEING PART OF THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NE 1/4 OF THE SW 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 21, T. 15 N., R. 23 E. LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. BEING MORE PARTICULARLY DESCRIBED AS

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N 19°36'35" W - 383.19'

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II

DIRECT REFERRAL TO CITY PLAN COMMISSION

R. O. No. 241 - 15 - 16. By CITY CLERK. January 12, 2016.

Submitting an application from Sheboygan County to rezone property located at 3110 Erie Ave. from SR-3 Suburban Residential 3 to RA-35 Rural Agricultural Classification.

City Plan

City Clerk

APPLICATION NO.: _____
 RECEIPT NO.: _____
 FILING FEE: \$200.00 (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN
 APPLICATION FOR
 AMENDMENT OF OFFICIAL ZONING MAP**
 (Requirements Per Section 15.903)
 Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: BERNARD RAMMER - AGENT PHONE NO.: (920) 459-1342
 ADDRESS: 508 NEW YORK AVE E-MAIL: bernie.rammer@sheboygancounty.com
 OWNER OF SITE: SHEBOYGAN COUNTY PHONE NO.: (920) 459-1342

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 3110 ERIE AVENUE
 LEGAL DESCRIPTION: - SEE ATTACHED -

PARCEL NO. 59281-215090 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: SR3 - SUBURBAN RESIDENTIAL

PROPOSED ZONING DISTRICT CLASSIFICATION: RA-35 RURAL AGRICULTURAL

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: PUBLIC PARK
WITH PUBLIC SAFETY COMMUNICATION TOWER

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: PUBLIC PARK
WITH REPLACEMENT PUBLIC SAFETY COMMUNICATION TOWER

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? This property is

NOT CURRENTLY IN A FLOOD PLAIN

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

Explain: CURRENT TOWER IS LEGAL, NON-CONFORMING. PROPERTY IS NOT RESIDENTIAL AND SHALL REMAIN A COUNTY PARK IN PERPETUITY

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? AMENDMENT WILL ALLOW FOR A


ONE-FOR-ONE REPLACEMENT OF CURRENT TOWER WITH ISSUANCE OF A CONDITIONAL USE PERMIT

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

CURRENT TOWER HAS BEEN ON-SITE FOR MANY YEARS
CHANGE OF ZONING AND CONDITIONAL USE PERMIT WILL
ALLOW NEW STRUCTURE TO BE COMPLIANT

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.



APPLICANT'S SIGNATURE

12-30-2015
DATE

BERNARD R. RANNER
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 200 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

DECEMBER 29,2015

TAYLOR HILL PUBLIC SAFETY COMMUNICATIONS TOWER REPLACEMENT

Sheboygan County is in the middle of an upgrade to its county-wide public safety radio system. This system handles all Police, Fire and EMS communications in Sheboygan County. In addition the system provides communications for both Public Works and Public Transportation.

The present tower was erected in 1994 replacing several earlier towers. In 2000, when the radio system was last upgraded, the tower was structurally enhanced to support the new antennas.

It has been determined that the County must replace this tower as part of the current project. It has also been determined that the existing zoning will not allow for construction of a new tower under any circumstances.

We are requesting that Taylor Park be re-zoned from its current SR-3 (Suburban Residential 3) to a classification of RA-35 (Rural Agricultural 35) which will allow for the construction of a new tower with the benefit of a Conditional Use Permit.

It is important to note that the new tower will not be any higher than the current structure. It is also important to note that for a period of a few months during the Spring/Summer of 2016, there will be two towers on the site.

The County has awarded the contract for the construction of the new tower. The Construction of the new tower has been approved by both the Federal Aviation Administration and the Environmental Protection Agency.

Thank you for your consideration of this very important matter.

Bernard Rammer
Sheboygan County Purchasing Agent

59281-215090

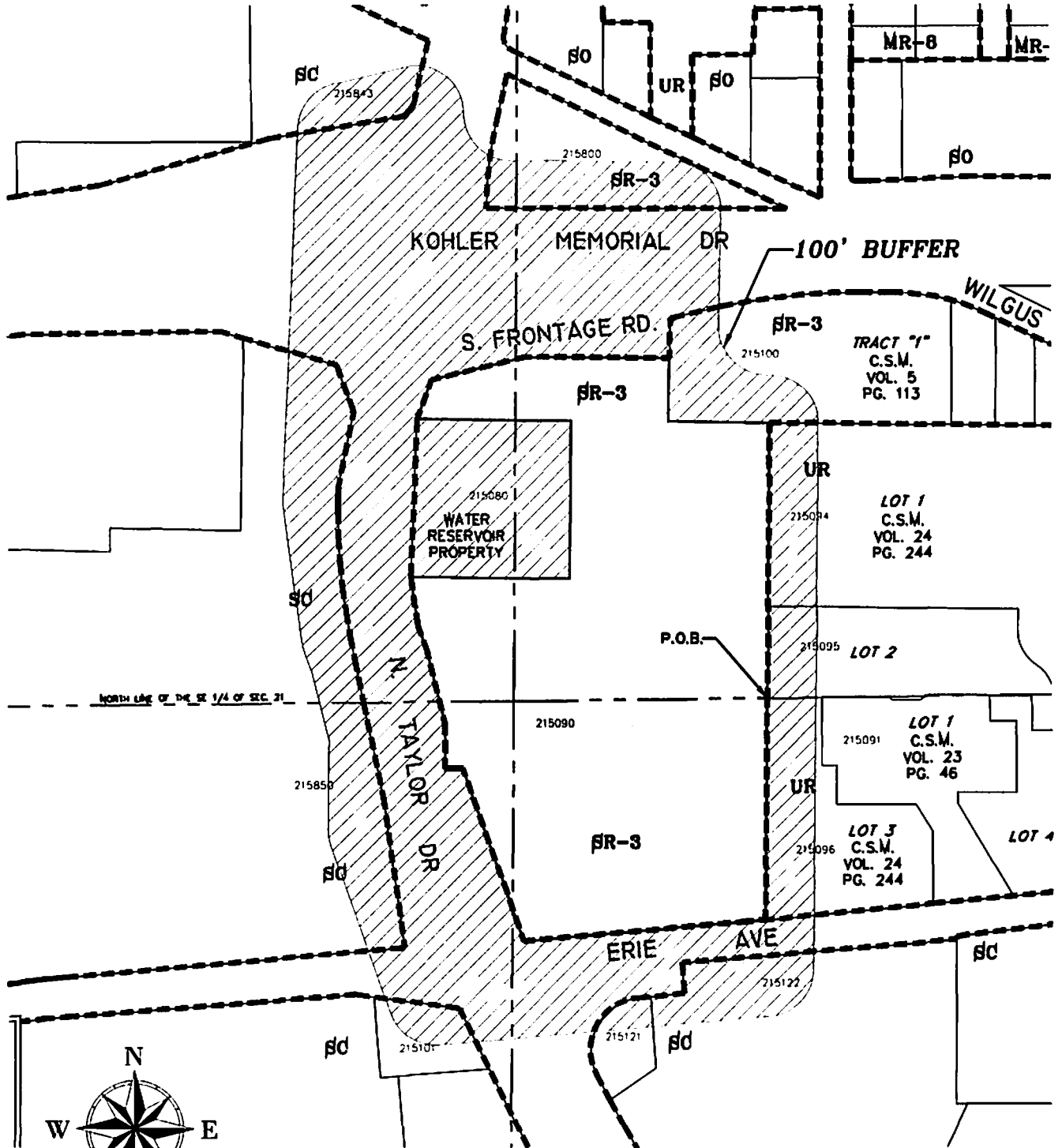
3110 EIZIE AVENUE

PROPOSED ZONING CHANGE

FROM SR-3 TO RA-35

SECTION 21, T. 15 N., R. 23 E.

FOR LEGAL DESCRIPTION - SEE PAGE 2



PROPOSED ZONING CHANGE
FROM SR-3 TO RA-35
SECTION 21, T. 15 N., R. 23 E.

FOR PARCEL MAP - SEE PAGE 1

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III

R. O. No. _____ - 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

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 *(Hotel)

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

[Handwritten Signature]

DATE 12-18-15

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

DATE RECEIVED _____

RECEIVED BY MD

CLAIM NO. 1715

CLAIM

Claimant's Name: Angela Ramey
Claimant's Address: 514 N. 26th St
Sheboygan, WI 53081
Claimant's Phone No. 920-470-1071

Auto \$ _____
Property \$ 100.00
Personal Injury \$ _____
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

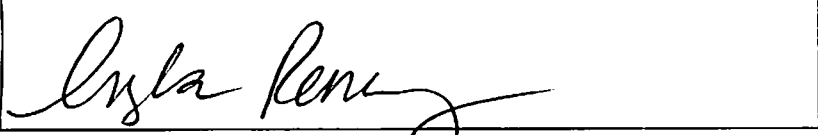
**Grandstay Residential Suites
708 Niagara Ave.
Sheboygan, WI 53081
920-208-8000
Property ID: 6303**

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

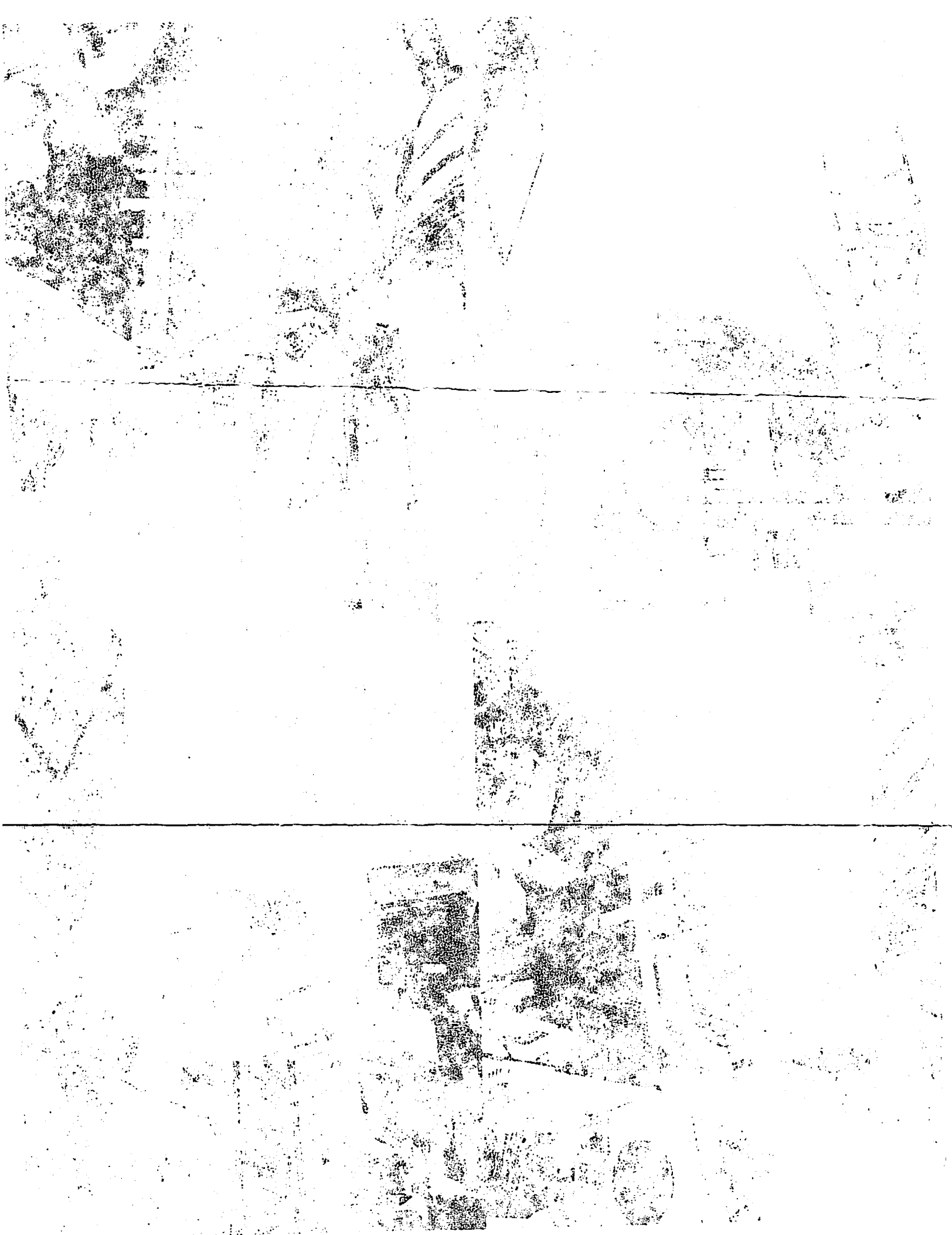
Membership#:
Method of Pay: Credit Card

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.





II

R. O. No. _____ - 15 - 16. By CITY CLERK. January 18, 2016.

Submitting a communication from the State of Wisconsin Department of Corrections requesting a waiver on behalf of State inmate Michael Sullivan in order for him to be placed at a Transitional Living Placement (TLP) located at either 930A Michigan Ave. or 1123/1125 N. 14th St.

pp+B.

City Clerk

III

Scott Walker
Governor

Edward F. Wall
Secretary



State of Wisconsin
Department of Corrections

Mailing Address
DCC
3422 Wilgus Ave.
Sheboygan, WI 53081
(920) 459-0580
(920) 459-4386 (FAX)

January 6, 2016

Re: City of Sheboygan Sex Offender Ordinance

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of State inmate Michael Sullivan in order for Mr. Sullivan to be placed at a Transitional Living Placement (TLP) located at one of the following locations depending on availability: 930 A Michigan Ave., Sheboygan, WI 53081 or 1123 or 1125 N. 14th St., Sheboygan, WI 53081.

Respectfully,

A handwritten signature in black ink, appearing to read "Josh Butzen".

Josh Butzen
Probation/Parole Agent 70802
(920) 459-0580

II

R. O. No. - 15 - 16 . By CITY CLERK. January 18, 2016.

Submitting a communication from Richard Rupnik requesting a waiver from the Sex Offender Residency restrictions in order to live at 1416 Lenz Ct.

ppr5.

City Clerk

II

PPIS

Date: 1-7-16

My name is: Richard Rupnik

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1416 Lenz Ct. Sheboygan, WI 53083

Signature: Richard Rupnik

Phone Number: (920) 331-4032

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

R. O. No. - 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.

pp 5.

Police Chief

II

R. O. No. _____ - 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.

Respectfully Submitted

Bernard R. Rammer
Purchasing Agent

II

R. O. No. _____ - 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.

Grant

Respectfully submitted,

Bernard R. Rammer

III

Res. No. - 15 - 16. By Alderpersons Donohue, Heidemann, Bohren, Hammond and Kath. January 18, 2016.

A RESOLUTION setting forth the hiring process for the City Administrator.

WHEREAS, there is a need to hire a new Chief Administrator, as current Chief Administrative Officer Jim Amodeo is retiring; and

WHEREAS, Section 2-341 of the Sheboygan Municipal Code provides that the chief administrative officer shall be appointed by the common council with input from the mayor; and

WHEREAS, the common council wishes to set forth a process to effectuate its appointment.

NOW, THEREFORE, BE IT RESOLVED: That the following process be used to appoint a new City Administrator:

Phase One: The Director of Human Resources shall meet with the Civil Service Commission to review and then to interview the qualified applicants.

Phase Two: An interview team made up of the Mayor, The Council President, the Chair of the Salaries and Grievances Committee, the Human Resources Director, the Police Chief, and the Director of Public Works shall interview the remaining qualified applicants.

*1
suspend*

*1
Res pass*

Phase Three: The Mayor and Council President shall interview the one or more final candidates.

Phase Four: The Mayor shall make his recommendation to the Common Council for their final decision on appointment.

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 Lessard. January 18, 2016.

A RESOLUTION authorizing the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Alcohol Beverage License No. 3126 (Brian's Down Under Music Bar), and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to a quasi-judicial hearing regarding the suspension/revocation of Alcohol Beverage License No. 3126 (Brian's Down Under Music Bar), and authorizes payment for said services.

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized and directed to draw on the Liability Insurance Administration Services Account No. 705110100-521500 in payment for said services.

*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



Res. No. _____ - 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	General Fund	
Police Department	Police Department-Patrol	
State Grant	Salaries/Benefits	
10131100-434211	10121150-5xxxxx	\$121,434

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 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.

Sal & Grew

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:

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

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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 City Administrator, 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 and are completely discretionary. 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 percentage increase of the merit adjustment is discretionary. A **guideline** is provided as a reference, as listed in the Merit Adjustment Schedule found in Exhibit #5. Supervisors may award more or less than the schedule. 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, providing the employee holds the same position.

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 _____ Eff. 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>	
Quality of Work <small>Measures the ability of the employee to meet quality standards.</small>	<u>Many mistakes.</u> Repeated occurrences of careless work and excessive rework/reading of assignments.	<u>Needs improvement.</u> Higher than normal amount of rework.	<u>Successfully Achieved</u> Gold performance. Work seldom requires rework.	<u>High quality.</u> Consistently produces top-notch quality in all assignments. Able to master difficult jobs.	COMMENTS:
Quantity of Work <small>Measures the ability of the employee to meet production standards.</small>	<u>Fails to meet standards.</u> Very slow on most job assignments. Fails to meet standards of the position.	<u>Below standard.</u> Generally below standard; requires more time to complete assignments than expected.	<u>Achieved standards.</u> Successfully Achieved standards and requirements of the position.	<u>Production high.</u> Employee consistently exceeds production standards or goals.	
Job Knowledge <small>Measures the employee's knowledge of the job and standard work practices.</small>	<u>Unwilling/unable</u> Has not learned and/or makes little attempt to improve.	<u>Is still learning job</u> Does not fully understand all job requirements or standard work procedures.	<u>Knows job requirements</u> Follows standard work methods and procedures.	<u>Good job knowledge</u> Knowledge of standard work. Keeps up with new developments.	
Work Area/Safety <small>Departmental objectives are ignored and/or has minimal regard for safety.</small>	<u>Does not support</u> Departmental objectives are ignored and/or has minimal regard for safety.	<u>Shows some support</u> or continuous improvement objectives and safety; areas for improvement needed.	<u>Supports Safety objectives</u> Successfully follows safety rules and procedures.	<u>Leads safety.</u> Keeps work area in excellent condition and follows safety rules. Goes above and beyond.	
Adaptability <small>Measures employee's ability to adapt to changing work environment and support team initiatives.</small>	<u>Resists change.</u> Slow to adapt to new situations or support cross-functional needs of the department.	<u>Slow to adapt.</u> Some resistance to change. Slow to adapt to cross-functioning initiatives.	<u>Adaptable.</u> Learns job requirements in a normal amount of time. Supports improvement.	<u>Adjusts readily</u> 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>	<u>Does not follow</u> instructions. Continual friction with others and is hard to work with.	<u>Reluctant to follow</u> directions or instructions. Periodic friction with others.	<u>Follows instructions</u> Cooperates with supervisor and co-workers.	<u>Responds readily</u> 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 creating quality issues.</small>	<u>Constantly critical</u> of employer, job assignment, and/or other employees. Has caused dissention among employees.	<u>Needs improvement</u> in overall attitude toward the City and/or fellow employees.	<u>Positive Attitude</u> Has positive attitude toward his/her work and the City. Sets a good example for others.	<u>Very positive attitude.</u> 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 higher assignment.</small>	<u>Unable or unwilling</u> to follow job instructions and has repeated trouble completing work assignments.	<u>Needs guidance</u> to insure job instructions are followed and work assignments completed.	<u>Generally dependable</u> Can be depended upon to do the job correctly and within standards.	<u>Completes jobs</u> under any conditions to the best of his/her ability.	
Attendance/Punctuality <small>Measures employee's overall attendance and punctuality.</small>	<u>Unreliable attendance.</u> High absence and tardiness rate. Leaves early. Doesn't respond to emergencies.	<u>Often tardy or absent</u> Employee is working towards improvement.	<u>Acceptable attendance.</u> Tardy very seldom. Responds to emergency calls. Willing to stay late when needed.	<u>Very good attendance.</u> At 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>	<u>UNACCEPTABLE</u> Employee's performance is unacceptable to position. (Not Competent)	<u>BELOW MINIMUM</u> Employee's performance at times fails to meet minimum job requirements. (Working toward Competency)	<u>ACHIEVED.</u> Employee's performance meets all position requirements. (Employee is competent in his/her job)	<u>EXCEEDS.</u> 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

introduced Jan 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 #4

Goals Template

Goals can be listed as part of the Evaluation Form or Listed Separately

Communications Review / Feedback Opportunity		
<i>(This section must be completed and signed by the employee)</i>		
1. Goals for the next year (must complete / may use Goals Template)		
□		
2. Additional comments:		
Page 2		
I have received an explanation of this evaluation and would like to make the following comments:		
Next Review Date	Employee's Signature	Date

DEPARTMENT OF REG - 2015 YEARLY REVIEW		2015
DATE: 1/16/15	EMPLOYEE: [Name]	
Measurable Goals, Objectives and Results		
Goal: _____	Timeframe: _____	CAREER
Steps: _____	_____	
Questions: _____	_____	
Goal: _____	Timeframe: _____	CROSS TRAINING
Steps: _____	_____	
Questions: _____	_____	
Goal: _____	Timeframe: _____	SOFTWARE
Steps: _____	_____	
Questions: _____	_____	
Goal: _____	Timeframe: _____	PRIMARY DUTY
Steps: _____	_____	
Questions: _____	_____	
Goal: _____	Timeframe: _____	OTHER DEPARTMENTS
Steps: _____	_____	
Questions: _____	_____	
Calendar Review	NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEPT OCT NOV DEC	Notes
<small>(shade in the months that correspond with the GOAL Timeframe)</small>		

Exhibit #5



MERIT / INCENTIVE AWARD SCHEDULE 2016

The City of Sheboygan's goal is to continue to provide quality service for the needs of the City and to continuously improve our performance. Accordingly, the City offers employees a merit-based performance program, rewarding employees for successfully achieving or exceeding their performance requirements. Increases in pay depend on performance achievement, both in the day-to-day job requirement and in the accomplishment of goals. The following increase amounts have been identified for 2016:

Merit Award For Performance

Employees who demonstrate solid performance on the completion of their everyday work assignments, showing a dedication to complete the responsibilities of the job have successfully achieved or in some cases, exceeded the performance requirements of their position and are eligible for a merit increase which will be either applied to their base wages or will be issued in the form of a lump sum.

Merit Award Schedule

<u>Overall Performance Level</u>	<u>Merit Increase Amount*</u>	
Unacceptable	0.00% increase	Salary <u>below top pay</u> : Increase is <u>added to base</u>
Below Acceptable	0.00% increase	
Successfully Achieved	1.25% increase	Salary <u>at or above top pay</u> : Increase is a <u>one-time lump</u>
Exceeds	1.50% increase	

Incentive Award Guide

Employees who have gone above and beyond in the overall performance of their job are also eligible for an additional incentive award. In this category, a predetermined list of goals needs to be identified between the employee and his/her supervisor. Completion of additional projects not originally identified may also qualify in this category.

Incentive Award Schedule

<u>Overall Performance Level</u>	<u>Incentive Increase Amount</u>	
Unacceptable	0.00% increase	Salary <u>below mid-point</u> : Increase is <u>added to base</u>
Below Acceptable	0.00% increase	
Successfully Achieved	0.25% increase	Salary <u>above mid-point</u> : Increase is a <u>one-time lump</u>
Exceeds	0.50% increase	

* 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 or incentive amount would be issued in the form of a lump sum.

To reach the "exceeds" performance level, employees must "overwhelmingly exceed expectations" either 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 what they earn based on job performance.



CONFIDENTIAL

NOTICE OF EVALUATION/APEAL

TO: Sandy Rohrick
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

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 receive 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 style="text-align: center;">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) Clarify discretionary language regarding the merit adjustment schedule, providing more references to the fact that the merit award and evaluations are completely discretionary, based on supervisor's evaluation of performance. 	

III

Res. No. _____ - 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 & Grill

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 1, 2016

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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, our 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 grievances 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. Don’t waste time. 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 Chief Administrative Officer). 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 Chief Administrative Officer.

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 PTO is earned the previous year is available to use the current year. Other PTO (Discretionary/Personal Time and Holiday) is earned during the current year. All permanent, full-time employees are eligible for a pro-rated amount of PTO discretionary time after they have completed 3 calendar months of employment. For employees with greater than one year of employment, PTO is available starting on the first available workday of the calendar year.

There are 3 different types of PTO: Holiday PTO, Vacation PTO, and Discretionary PTO

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 must be used in 8-hour increments on the City designated 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. This is not a vested benefit, however, discretionary time is issued in January but 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. In the rare chance that you are not able to use all of your vacation PTO, your supervisor may request a carryover of a maximum of forty (40) hours. The head of each department and the Human Resources Department Head must approve the carryover hours no later than December 15th.

Sick Day Account Balance: Generally speaking, all discretionary PTO and all but 80 hours of vacation PTO must be used prior to utilizing sick day bank hours. However, some qualifying FMLA medical conditions may have exceptions to this policy. When the PTO obligation has been met, single day absences may be accepted with advance supervisory approval. Absences of 3 or more days require a note from the employee's primary care physician to explain the absence and provide a proper return to work release.

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 will be issued for hours worked outside of traditional office hours. (This benefit does not apply to Mead Library employees.) Shift premiums applies as follow:

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

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 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 constitute sexual harassment.

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 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 in:
 - 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 (414) 227-4384

2. Equal Employment Opportunity Commission
310 West Wisconsin Avenue, Suite 500, Milwaukee, WI 53203-2292 (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

21. 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.

22. 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 FMLA, 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. FMLA 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.

23. 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.

24. 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.

25. 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:

26. 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. 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 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.

SECTION V: MISCELLANEOUS INFORMATION

29. Employee Fraternization 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. Employee Assistance Policy

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 of alcoholism, other drug dependency, and emotional problems rank as some of the most serious health problems in the country affecting job performance. As such, these medical-behavioral problems are a matter of vital concern. The City, therefore, is establishing 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 which deals with these problems. EAP services can be generated by the employee him/herself or the City of Sheboygan may require it. 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 Act 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.

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

ACKNOWLEDGMENT 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)



Res. No. _____ - 15 - 16. By Alderperson Hammond. 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

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. 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+5

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

VII

R. C. No. _____ - 15 - 16. By LAW AND LICENSING. January 18, 2016.

At its meeting on January 12, 2016, your Committee, to whom was referred R. O. No. 220-15-16 by the City Clerk, voted to conditionally recommend that the Common Council not renew Taxicab Driver License No. 2744 held by Elaine K. Wills.

Ms. Wills was afforded the opportunity to appear before the committee to contest the decision not to renew her license. A hearing to renew that decision was held on January 12, 2016.

At the time scheduled for the hearing, Ms. Wills failed to appear before the committee or contest the decision.

After reviewing the facts, the committee found the following facts:

- 1. Elaine K. Wills has violated statutory or municipal laws directly related to the licensed activity; to wit:

<u>Charge</u>	<u>Arrest/Conviction Date</u>
Illegal U-Turn	2015

- 2. The Illegal U-Turn violation occurred since the prior license application was granted by the council.
- 3. Ms. Wills, despite being previously warned of the necessity of revealing all traffic and misdemeanor convictions in the past five years, and all felonies in the past ten years, failed to reveal the Illegal U-Turn conviction from 2015, and has provided no valid reason to the committee for her failure to do so.
- 4. As a result of the above, the committee finds that renewing Ms. Wills' license would not be in the interest of public safety.

reg

Based on these findings of facts, your committee recommends that the Common Council uphold the decision to deny renewal of Taxicab Driver License No. 2744 held by Elaine K. Wills.

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. January 18, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 220-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that Taxicab Driver License application No. 0972 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator and his failure to cooperate with the Committee.

Meg

_____ 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

VIII

R. C. No. _____ - 15 - 16. By FINANCE. January 18, 2016.

Your Committee to whom was referred Res. No. 124-15-16 by Alderperson Carlson authorizing the Police Department to waive competitive bidding and enter into contract for the replacement of (2) MorphoTrak LiveScan, Printer, RMS Interface and Annual Maintenance; 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

IIIIV

III

DIRECT REFERRAL TO FINANCE

4.3

Res. No. 124 - 15 - 16. By Alderperson Carlson. December 21, 2015.

A RESOLUTION authorizing the Police Department to waive competitive bidding and enter into contract for the replacement of Two (2) MorphoTrak LiveScan Stations, Printer, RMS Interface and Annual Maintenance.

RESOLVED: That the Police Department is hereby authorized to enter into contract with SAFRAN MorphoTrak for the purchase of Two (2) MorphoTrak LiveScan Stations, Printer, RMS Interface and Annual Maintenance.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Police Department Account Number 10121100-642200 in the amount of \$27,018.00 in payment of same.

*PPS.
Direct refer
to Finance
approve.*

Paul D. Cole

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



Gen. Ord. No. - 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



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.

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



Job Description

Job Title:	City Administrator	Department:	Administrative
Date Issue:	January 11, 2016	Reports to:	Common Council
Classification:	Exempt	Wage:	Salary Grade 16

Position Summary

The CITY ADMINISTRATOR is responsible for managing the operation of the city and reports directly to the Common Council. The CITY ADMINISTRATOR directs, supervises and coordinates the work of all city departments. The CITY ADMINISTRATOR leads strategic planning for the Common Council and city departments, goal setting and policy development consistent with the City of Sheboygan's mission, vision and value. The CITY ADMINISTRATOR ensures that city government is result oriented. The CITY ADMINISTRATOR demonstrates ability in organizational effectiveness, performance, measurement and budget accountability.

Essential Duties and Responsibilities:

1. Develop and implement an annual budget process at the direction of the Common Council and with input from the Mayor.
2. Develop and lead the Common Council and city departments in a regular strategic planning process and implementation, with input from the Mayor.
3. Lead, direct, supervise and evaluate all city department heads and any other direct reports with respect to each department's duties and strategic goals, including, but are not limited to, hiring of department heads; planning and directing department work in consultation with department heads; with input from the Mayor. Evaluates non-elected department heads (including fire and police); directs and supervises salary administration. [Non-elected department heads report to the CITY ADMINISTRATOR.]
4. Implement actions of the Common Council and implement administrative matters under the direction of the Council with input from the Mayor.
5. Establish and maintain procedures to facilitate communications between citizens and city government to ensure that complaints, grievances, and other matters receive prompt attention by the responsible department and ensure that all such matters are expeditiously resolved.

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:

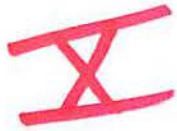
The CITY ADMINISTRATOR shall be evaluated on an annual basis by the Strategic Fiscal Planning Committee to include, at a minimum, the Mayor, President and Vice President of the Common Council. All would evaluate separately. The results will be compiled into one. The Mayor and President of the Council 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.



Gen. Ord. No. - 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.

pp 5

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

II

Other Matters

7.1

R. O. No. _____ - 15 - 16. By CITY CLERK. January 18, 2016.

Submitting various license applications for the period ending December 31, 2016 and June 30, 2017.

City Clerk

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 Rainbowlake Ln., West Bend
0271	Haupt, Brandon J.	1813 Pleasant St., Manitowoc
0367	Herth, Nicole M.	1615A Georgia Ave.
4939	Lubach, Nancy K.	3026 S. 21 st St.
0602	Magray, Leviathan C.	1517 N. 4 th St.
0247	Manyvanh, Rafael	2619 Main Ave.
0425	Martinez, Brittany L.	2116 Henry St.
0149	Nyhuis, Codie K.	2039 N. 12 th St.
0999	Schreiner, Brenton J.	462 N. Milwaukee St., Fredonia
0353	Teasdale, Ashley L.	1009 Los Angeles Ave.

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8429	Escobar, Panfilo	3025B N. 9 th St., #4
0321	James, Asher DR	1436 Erie Ave.
0545	Koch Jr., David G.	611 N. Water St., #309
0696	Williams, Antjuan C.	1405 N. 15 th St.

II

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*

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

II

Other Matters

7.3

R. O. No. _____ - 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

City Clerk

DATE RECEIVED 1-18-16

RECEIVED BY OKL

CLAIM NO. 18-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JAN 18 '16 4:33

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
4. 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 UNIT 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 -

ACCY PLOW WAS OBSERVED HEAVING AND DAMAGING BEYOND REPAIR OUR MAILBOX AND THE 2 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>0</u>
Property:	\$	<u>60.04</u>
Personal injury:	\$	<u>0</u>
Other: (Specify below)	\$	_____
TOTAL		\$ <u>60.04</u>

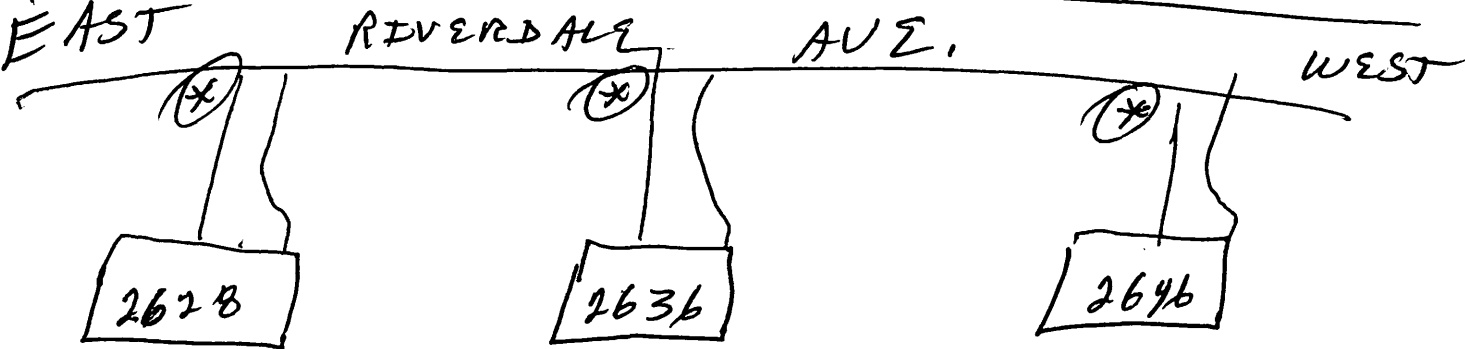
Damaged vehicle (if applicable)

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
⊗ = MAILBOX LOCATION

SIGNATURE OF CLAIMANT Richard L 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>262B W. RIVERDALE AVE</u>	Property	\$ <u>60.04</u>
	<u>SHEBOYGAN, WI 53081</u>	Personal Injury	\$ <u> </u>
Claimant's Phone No.	<u>920-4598965</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: 262B 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 59.97
 NON-MERCHANDISE:
 NON-MERCHANDISE TAXABLE..... 0.00
 Non-merchandise non-tax:
 Non-food : - 58.54
 Food : 0.00..... - 58.54
 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

MAIL BOX + POST

- GIFT CARD
+ TAX

- 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

