ATTACHMENTS

MINUTES OF THE NINETEENTH REGULAR COMMON COUNCIL MEETING - 6:00 PM (Monday, January 5, 2015)

Generated by Susan Richards on Tuesday, January 6, 2015

Members present
Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele - 15.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele

1.4 RESIGNATIONS - None

1.5 COUNCIL APPOINTMENTS - None

1.6 CONFIRMATION OF COUNCIL APPOINTMENTS - None

1.7 PUBLIC FORUM - Collin Kachel and Jason Peters spoke.

1.8 MAYOR'S ANNOUNCEMENTS

2. HEARING

2.1 Hearing No. 12-14-15 will be held this evening to amend the City's Zoning Map to change the Use District Classification of property located

at 502 N. 14th St. from Class NR Neighborhood Residential to Class NC Neighborhood Commercial Classification.

NO ONE APPEARED FOR THE ABOVE HEARING. MOTION TO CLOSE HEARING

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele

3. CONSENT AGENDA

3.1 MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES.

Resolution: MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele

3.2 R. O. No. 205-14-15 by the City Clerk granting various licenses. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele

3.3 R. O. No. 206-14-15 by the Dir. of Planning & Development submitting as a matter of record, the Final Judgment and Abridgment of Final Judgment in the matter of the estate of Carol L. Butzen to the City of Sheboygan. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele

3.4 R. C. No. 233-14-15 by Finance to whom was referred R. O. No. 224-12-13 submitting a Notice of Injury regarding alleged injuries of Lorrie Kluck who slipped on an artificial accumulation of water located at Kiwanis Park; recommends that the document be placed on file. ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT

MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele

3.5 R. C. No. 234-14-15 by Finance to whom was referred R. O. No. 137-14-15 submitting a Notice of Injury from AT&T regarding an alleged incident with City employees mowing outside of the right-of-way causing damage to a marked AT&T buried telephone cable; recommends that the document be placed on file. ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT

MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele

3.6 R. C. No. 235-14-15 by Finance to whom was referred R. O. No. 166-14-15 submitting a communication from Stephan Brickson for alleged damages to her vehicle when she was stopped for a stop sign

and was rear-ended by a City vehicle; recommends that the document be placed on file. ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT

MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele

3.7 R. C. No. 236-14-15 by Finance to whom was referred R. O. No. 168-14-15 submitting a claim from Rene Gallegos for alleged damages to his vehicle when a tree in Evergreen Park fell on his SUV; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance. ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT

MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele

3.8 R. C. No. 237-14-15 by Finance to whom was referred R. O. No. 184-14-15 submitting a claim for Refund of Excessive Real Estate Taxes imposed on the Claimant, Plastics Engineering Co., owner of parcel no. 59281629042; recommends that the request be approved. ACCEPT AND ADOPT

Resolution: MOTION TO ACCEPT AND ADOPT

MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele

4. REPORTS OF OFFICERS

4.1 R. O. No. 207-14-15 by the Purchasing Agent submitting bids for removal and disposal of materials containing asbestos and lead-based paint prior to demolition of structure at 812 New Jersey Ave. FINANCE

4.2 R. O. No. 208-14-15 by the Purchasing Agent submitting breakdown for the lease/purchase of replacement/refurbished ambulance vehicles. FINANCE

4.3 R. O. No. 209-14-15 by the City Clerk submitting a communication from Trover Solutions, Inc., on behalf of their insured Mary A. Dolson and their client IMT Insurance Co. FINANCE

4.4 R. O. No. 210-14-15 by the City Clerk submitting a claim from Mary Bogart for alleged damages to her vehicle when a snow plow came into her lane and hit her car. FINANCE

4.5 R. O. No. 215-14-15 by the Purchasing Agent submitting costs for the purchase of 5 2015 Ford Patrol duty Utility Interceptor vehicles. PUBLIC PROTECTION AND SAFETY

4.6 R. O. No. 216-14-15 by the City Clerk submitting a communication from Wendell Anderson requesting a waiver from the Sex Offender Residency restriction in order to live at a TLP at either 1123/1125 N. 14th St. or 930A Michigan Ave. depending on availability. PUBLIC PROTECTION AND SAFETY

4.7 R. O. No. 211-14-15 by the City Clerk submitting a claim from Joel Brunnbauer for alleged damages to his truck when DPW workers were grinding the brush pile at the drop off site and debris flew out and hit his truck. FINANCE

4.8 R. O. No. 212-14-15 by the City Clerk submitting a claim from Chong Yang for alleged damages to his door into his apartment when police or firemen forced entry when they could not get into the

apartment. FINANCE

4.9 R. O No. 217-14-15 by the Building Inspection Dept. submitting their report for the months of September and November 2014. PUBLIC PROTECTION AND SAFETY

5. RESOLUTIONS

5.1 Res. No. 126-14-15 by Ald. Belanger, Bitters, Bohren, Carlson, Damrow, Dassler, Donohue, Hammond, Heidemann, Hermann, Kath, Lessard, Matichek, Thiel, Van Akkeren and VanderWeele urging the Governor and the state Legislature to enact the League of Wisconsin Municipalities' Partnership for Prosperity agenda. PASS RESOLUTION

MOTION TO PASS RESOLUTION

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele

5.2 Res. No. 128-14-15 by Ald. Hammond authorizing entering into contract for the abatement of asbestos of property located at 812 New Jersey Ave. FINANCE

5.3 Res. No. 129-14-15 by Ald. Hammond regarding Industrial Development Revenue Bond Financing for Polyfab Corp. Project. FINANCE

5.4 Res. No. 130-14-15 by Ald. Hammond authorizing a transfer of appropriations in the 2015 Budget (establish revenue and appropriation for proceeds from the Estate of Carol Butzen). FINANCE

5.5 Res. No. 131-14-15 by Ald. Hammond authorizing entering into a seven year lease to purchase agreement for remounting and refurbishing 3 existing ambulance bodies onto new chassis and purchase one pre-owned 2008 model ambulance. FINANCE

5.6 Res. No. 132-14-15 by Ald. Carlson entering into contract for the

purchase of 5 patrol duty vehicles and 1 sedan. PUBLIC PROTECTION AND SAFETY

5.7 Res. No. 127-14-15 by Ald. Belanger approving the 2015-2019 Consolidated Plan for the Housing and Community Development utilizing Community Development Block Grant (CDBG). CITY PLAN COMMISSION

6. MATTERS LAID OVER

R. O. No. 200-14-15 by City Plan Commission to whom was referred Gen. Ord. No. 39-14-15 and R. O. No. 191-14-15 amending the Zoning Map for property located at 502 N. 14th St. from NR-6 Neighborhood Residential 6 to NC Neighborhood Commercial Classification; recommends that the Ordinance be passed. ACCEPT AND FILE AND PASS ORDINANCE

MOTION TO ACCEPT AND FILE AND PASS ORDINANCE

Motion by John Belanger, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele

6.2 Res. No. 121-14-15 by Ald. Hammond, Belanger, Donohue and Kath authorizing entering into contract for purchase of two JVC Pro HD Camcorders for TV8. PASS RESOLUTION

MOTION TO PASS RESOLUTION

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele
Nay: Mike Damrow

6.3 Res. No. 122-14-15 by Ald. Hammond, Belanger, Donohue and Kath authorizing a transfer of appropriations in the 2014 Budget (establish appropriation for purchase of JVC Pro HD Camcorders for TV 8). PASS RESOLUTION

MOTION TO PASS RESOLUTION

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel,

Jodi VanderWeele
Nay: Mike Damrow

7. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED

7.1 R. O. No. 214-14-15 by the City Clerk submitting various license applications. LAW AND LICENSING

7.2 R. O. No. 213-14-15 by the City Clerk submitting a Summons and Complaint in the matter of Daniel Gilbertson et al vs the City of Sheboygan. FINANCE

8. ADJOURN

8.1 Motion to adjourn

Motion by Don Hammond, second by Darryl Carlson.
Final Resolution: Motion Passes
Aye: Mike Damrow, Julie Kath, Bryan Bitters, John Belanger, Jim Bohren, Darryl Carlson, Ty Dassler, Mary Lynne Donohue, Don Hammond, Joseph Heidemann, Mark Hermann, Susan Lessard, Kevin Matichek, Bill Thiel, Jodi VanderWeele

I

Hearing No. ____ - 14 - 15. January 19, 2015.

A hearing will be held this evening for the Final Resolution regarding Industrial Development Revenue Bond Financing for Polyfab Corporation Project.

All interested persons will now be heard.

H

II

R. O. No. _____ - 14 - 15. By CITY CLERK. January 19, 2015.

Submitting the Sheboygan County Humane Society's Form 990 Return of Organization Exempt from Income Tax for 2013.

Concur

Susan Richards
City Clerk

II

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter Social Security numbers on this form as it may be made public.

▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

OMB No 1545-0047

2013

Open to Public Inspection

A For the 2013 calendar year, or tax year beginning , and ending

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Terminated ☐ Amended return ☐ Application pending

C Name of organization: SHEBOYGAN COUNTY HUMANE SOCIETY

Doing Business As

Number and street (or P.O. box if mail is not delivered to street address): 3107 NORTH 20TH STREET | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: SHEBOYGAN WI 53083

D Employer identification number: 39-1050684

E Telephone number: 920-458-2012

G Gross receipts $ 595,612

F Name and address of principal officer:
SHARON QUASIUS
3107 NORTH 20TH STREET
SHEBOYGAN WI 53083

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. (see instructions)

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ WWW.MYSCHS.COM

H(c) Group exemption number ▶

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1963

M State of legal domicile: WI

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities:
THE PREVENTION OF CRUELTY TO ANIMALS, THE RELIEF OF SUFFERING AMONG ANIMALS, AND THE EXTENSION OF HUMANE EDUCATION.

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)	3	12
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	12
5 Total number of individuals employed in calendar year 2013 (Part V, line 2a)	5	20
6 Total number of volunteers (estimate if necessary)	6	153
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, line 34	7b	0

	Prior Year	Current Year
Revenue		
8 Contributions and grants (Part VIII, line 1h)	345,289	193,704
9 Program service revenue (Part VIII, line 2g)	229,241	185,697
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	52,707	46,395
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	29,960	27,957
12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	657,197	453,753
Expenses		
13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
14 Benefits paid to or for members (Part IX, column (A), line 4)		0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	344,792	272,348
16a Professional fundraising fees (Part IX, column (A), line 11e)		0
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 21,963		
17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	221,460	263,151
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	566,252	535,499
19 Revenue less expenses. Subtract line 18 from line 12	90,945	-81,746
Net Assets or Fund Balances	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	1,535,528	1,519,059
21 Total liabilities (Part X, line 26)	36,530	27,710
22 Net assets or fund balances. Subtract line 21 from line 20	1,498,998	1,491,349

PUBLIC INSPECTION COPY

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer | Date

▶ SHARON QUASIUS PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
ANN B. FREUND, CPA	Ann B. F	07/31/14		P00008943

Firm's name ▶ HUBERTY & ASSOCIATES, S.C. | Firm's EIN ▶ 39-1392227

Firm's address ▶ 145 S MARR ST
FOND DU LAC, WI 54935-4434 | Phone no. 920-923-8400

May the IRS discuss this return with the preparer shown above? (see instructions) ☐ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

DAA

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission:

THE PREVENTION OF CRUELTY TO ANIMALS, THE RELIEF OF SUFFERING AMONG ANIMALS, AND THE EXTENSION OF HUMANE EDUCATION.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [ ] Yes [X] No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [X] Yes [ ] No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 409,390 including grants of $) (Revenue $)

TO PROVIDE FOOD, SHELTER, AND MEDICAL TREATMENT TO STRAY OR UNWANTED ANIMALS.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

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4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services. (Describe in Schedule O.)

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 409,390

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	1	X	
2	Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV	9		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V	10	X	
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	11a	X	
b	Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII	11b		X
c	Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII	11c		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	11d	X	
e	Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? If "Yes," complete Schedule F, Parts I and IV	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III	19		X
20a	Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		

Part IV Checklist of Required Schedules (continued)

			Yes	No
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II	21		X
22	Did the organization report more than $5,000 of grants or other assistance to individuals in the United States on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3) and 501(c)(4) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	25b		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If so, complete Schedule L, Part II	26		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV	28a		X
b	A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV	28b		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? If "Yes," complete Schedule M	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M	30		X
31	Did the organization liquidate, terminate or dissolve and cease operations? If "Yes," complete Schedule N, Part I	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I	33		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Parts II, III, or IV, and Part V, line 1	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c	
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	20		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?			2b	X
	Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)				
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?			3a	X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O			3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?			4a	X
b	If "Yes," enter the name of the foreign country: ▶ See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?			5a	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?			5b	X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?			5c	
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?			6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?			6b	
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?			7a	X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?			7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?			7c	X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?			7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?			7f	X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?			7g	X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?			7h	X
8	**Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations.** Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?			8	
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the organization make any taxable distributions under section 4966?			9a	
b	Did the organization make a distribution to a donor, donor advisor, or related person?			9b	
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?			12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state?			13a	
	Note. See the instructions for additional information the organization must report on Schedule O.				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?			14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O			14b	

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Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	12		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.				
b	Enter the number of voting members included in line 1a, above, who are independent	1b	12		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X	
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6		X	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O	9			X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	X	
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶ WI

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[X] Own website [X] Another's website [X] Upon request [ ] Other (explain in Schedule O)

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, physical address, and telephone number of the person who possesses the books and records of the organization: ▶ LEAH HELMS 3107 N 20TH STREET SHEBOYGAN WI 53083 920-458-201

Part VII **Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organizations compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
(1) PAM MARKELZ MEMBER	1.00 0.00	X						0	0	0
(2) MEL BLANKE MEMBER	1.00 0.00	X						0	0	0
(3) DAVID QUASIUS MEMBER	1.00 0.00	X						0	0	0
(4) ERIK JENSEN MEMBER	1.00 0.00	X						0	0	0
(5) DIANE EBENREITER MEMBER	1.00 0.00	X						0	0	0
(6) ELDON BURG BOARD MEMBER	1.00 0.00	X						0	0	0
(7) BILL MARKLEIN BOARD MEMBER	1.00 0.00	X						0	0	0
(8) TRICIA REISS BOARD MEMBER	1.00 0.00	X						0	0	0
(9) LEAH HELMS EXEC. DIRECTOR	40.00 0.00				X			14,344	0	0
(10) KATHY ANDERSON SECRETARY	10.00 0.00			X				0	0	0
(11) STEVE MECH TREASURER	10.00 0.00			X				0	0	0

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
(12) SHARON QUASIUS PRESIDENT	10.00 0.00			X				0	0	0
(13) STEVE SCHMITT VICE PRESIDENT	10.00 0.00			X				0	0	0
(14)										
(15)										
(16)										
(17)										
(18)										
(19)										
1b Sub-total ▶								14,344		
c Total from continuation sheets to Part VII, Section A ▶										
d Total (add lines 1b and 1c) ▶								14,344		

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 in reportable compensation from the organization ▶ 0

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		Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual	3		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? If "Yes," complete Schedule J for such individual	4		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	193,704			
	g Noncash contributions included in lines 1a-1f: $					
	h Total. Add lines 1a–1f ▶		193,704			
Program Service Revenue		Busn. Code				
	2a LICENSE FEES		60,128	60,128		
	b ADOPTION FEES		34,620	34,620		
	c CREMATIONS		32,875	32,875		
	d OTHER		24,915	24,915		
	e SNAP FEES		10,625	10,625		
	f All other program service revenue		22,534	22,534		
	g Total. Add lines 2a–2f ▶		185,697			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts) ▶		23,043			23,043
	4 Income from investment of tax-exempt bond proceeds ▶					
	5 Royalties ▶					
		(i) Real / (ii) Personal				
	6a Gross rents	6,000				
	b Less: rental exps.					
	c Rental inc. or (loss)	6,000				
	d Net rental income or (loss) ▶		6,000			6,000
		(i) Securities / (ii) Other				
	7a Gross amount from sales of assets other than inventory	165,211				
	b Less: cost or other basis & sales exps.	141,859				
	c Gain or (loss)	23,352				
	d Net gain or (loss) ▶		23,352	23,352		
	8a Gross income from fundraising events (not including $ of contributions reported on line 1c). See Part IV, line 18 a					
	b Less: direct expenses b					
	c Net income or (loss) from fundraising events ▶					
	9a Gross income from gaming activities. See Part IV, line 19 a					
	b Less: direct expenses b					
	c Net income or (loss) from gaming activities ▶					
	10a Gross sales of inventory, less returns and allowances a					
	b Less: cost of goods sold b					
	c Net income or (loss) from sales of inventory ▶					
	Miscellaneous Revenue	Busn. Code				
	11a RETURN ON BENEFICIAL INTEREST		21,695			21,695
	b MISCELLANOUS		262	262		
	c					
	d All other revenue					
	e Total. Add lines 11a–11d ▶		21,957			
	12 Total revenue. See instructions. ▶		453,753	209,311	0	50,738

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX [X]

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21				
2 Grants and other assistance to individuals in the U.S. See Part IV, line 22				
3 Grants and other assistance to governments, organizations, and individuals outside the U.S. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	14,344	11,619	2,152	573
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	232,684	189,679	36,268	6,737
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	25,320	20,509	3,798	1,013
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	4,130	2,514	1,558	58
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	5,717		5,717	
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	74,410	45,304	28,077	1,029
12 Advertising and promotion				
13 Office expenses	14,880	1,736	700	12,444
14 Information technology				
15 Royalties				
16 Occupancy	40,433	28,567	11,866	
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	45	40	5	
20 Interest	533		533	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	31,135	28,021	3,114	
23 Insurance	18,504	14,803	3,701	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a DRUGS	21,559	21,559		
b FOOD AND SUPPLIES	16,936	16,936		
c SPAY & NEUTER EXPENSE	10,927	10,927		
d MICRO CHIPPING	8,452	8,452		
e All other expenses	15,490	8,724	6,657	109
25 Total functional expenses. Add lines 1 through 24e	535,499	409,390	104,146	21,963
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ [ ] if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest bearing	40,321	1	75,112
	2	Savings and temporary cash investments	497	2	498
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	68	4	5,657
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	11,572	9	2,900
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a 878,934			
	b	Less: accumulated depreciation — 10b 535,641	354,775	10c	343,293
	11	Investments—publicly traded securities	774,869	11	783,562
	12	Investments—other securities. See Part IV, line 11		12	
	13	Investments—program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11	353,426	15	308,037
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)	1,535,528	16	1,519,059
Liabilities	17	Accounts payable and accrued expenses	20,655	17	12,575
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties	15,875	23	15,135
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	**Total liabilities.** Add lines 17 through 25	36,530	26	27,710
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ▶ ☒ and complete lines 27 through 29, and lines 33 and 34.**			
	27	Unrestricted net assets	1,236,512	27	1,228,863
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets	262,486	29	262,486
		Organizations that do not follow SFAS 117 (ASC 958), check here ▶ ☐ and complete lines 30 through 34.			
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
	33	Total net assets or fund balances	1,498,998	33	1,491,349
	34	Total liabilities and net assets/fund balances	1,535,528	34	1,519,059

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	453,753
2	Total expenses (must equal Part IX, column (A), line 25)	2	535,499
3	Revenue less expenses. Subtract line 2 from line 1	3	-81,746
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	1,498,998
5	Net unrealized gains (losses) on investments	5	74,097
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	1,491,349

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a	X	
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b		X
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	2c	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.	3b		

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2013

Open to Public Inspection

Name of the organization: SHEBOYGAN COUNTY HUMANE SOCIETY

Employer identification number: 39-1050684

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.

2 ☐ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state:

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.

7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)

9 ☒ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)

10 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.

11 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See **section 509(a)(3)**. Check the box that describes the type of supporting organization and complete lines 11e through 11h.

a ☐ Type I b ☐ Type II c ☐ Type III–Functionally integrated d ☐ Type III–Non-functionally integrated

e ☐ By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).

f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box ☐

g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

		Yes	No
(i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?	11g(i)		
(ii) A family member of a person described in (i) above?	11g(ii)		
(iii) A 35% controlled entity of a person described in (i) or (ii) above?	11g(iii)		

h Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–9 above or IRC section (see instructions))	(iv) Is the organization in col. (i) listed in your governing document? Yes	No	(v) Did you notify the organization in col. (i) of your support? Yes	No	(vi) Is the organization in col. (i) organized in the U.S.? Yes	No	(vii) Amount of monetary support
(A)									
(B)									
(C)									
(D)									
(E)									
Total									

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

DAA

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) 12

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ..... ▶ ☐

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Section C. Computation of Public Support Percentage

14 Public support percentage for 2013 (line 6, column (f) divided by line 11, column (f)) ..... 14 %

15 Public support percentage from 2012 Schedule A, Part II, line 14 ..... 15 %

16a **33 1/3% support test—2013.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ..... ▶ ☐

b **33 1/3% support test—2012.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ..... ▶ ☐

17a **10%-facts-and-circumstances test—2013.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ..... ▶ ☐

b **10%-facts-and-circumstances test—2012.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ..... ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ..... ▶ ☐

Part III **Support Schedule for Organizations Described in Section 509(a)(2)**
(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	196,321	257,862	463,360	345,289	193,704	1,456,536
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	238,269	255,740	258,762	229,241	185,697	1,167,709
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5	434,590	513,602	722,122	574,530	379,401	2,624,245
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support** (Subtract line 7c from line 6.)						2,624,245

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
9 Amounts from line 6	434,590	513,602	722,122	574,530	379,401	2,624,245
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	20,015	28,611	23,834	49,399	50,738	172,597
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	20,015	28,611	23,834	49,399	50,738	172,597
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)	828		566	164	262	1,820
13 **Total support.** (Add lines 9, 10c, 11, and 12.)	455,433	542,213	746,522	624,093	430,401	2,798,662

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14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ ☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2013 (line 8, column (f) divided by line 13, column (f))	15	93.77 %
16 Public support percentage from 2012 Schedule A, Part III, line 15	16	94.74 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2013 (line 10c, column (f) divided by line 13, column (f))	17	6 %
18 Investment income percentage from 2012 Schedule A, Part III, line 17	18	5 %

19a **33 1/3% support tests—2013.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ▶ ☒

b **33 1/3% support tests—2012.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

Part IV **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions).

PART III, LINE 12 - OTHER INCOME DETAIL

$ 1,820

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Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Information about Schedule B (Form 990, 990-EZ, 990-PF) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2013

Name of the organization	Employer identification number
SHEBOYGAN COUNTY HUMANE SOCIETY	39-1050684

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust not treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

[ ] For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, $5,000 or more (in money or property) from any one contributor. Complete Parts I and II.

Special Rules

[X] For a section 501(c)(3) organization filing Form 990 or 990-EZ that met the 33 1/3 % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi) and received from any one contributor, during the year, a contribution of the greater of **(1)** $5,000 or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

[ ] For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 for use exclusively for religious, charitable, scientific, literary, or educational purposes, or the prevention of cruelty to children or animals. Complete Parts I, II, and III.

[ ] For a section 501(c)(7), (8), or (10) organization filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions for use exclusively for religious, charitable, etc., purposes, but these contributions did not total to more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc., contributions of $5,000 or more during the year ..... ▶ $ .....

Caution. An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization: SHEBOYGAN COUNTY HUMANE SOCIETY

Employer identification number: 39-1050684

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1		$ 6,666	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2		$ 13,475	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3		$ 11,550	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	PUBLIC INSPECTION COPY	$ 37,620	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5		$ 6,500	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes," to Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047
2013
Open to Public Inspection

Name of the organization: SHEBOYGAN COUNTY HUMANE SOCIETY

Employer identification number: 39-1050684

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.
Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate contributions to (during year)		
3	Aggregate grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.
Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
- ☐ Preservation of land for public use (e.g., recreation or education)
- ☐ Preservation of an historically important land area
- ☐ Protection of natural habitat
- ☐ Preservation of a certified historic structure
- ☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ $

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.
Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenues included in Form 990, Part VIII, line 1 ▶ $

(ii) Assets included in Form 990, Part X ▶ $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenues included in Form 990, Part VIII, line 1 ▶ $

b Assets included in Form 990, Part X ▶ $

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange programs
e ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements.
Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII ☐

Part V Endowment Funds.
Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	881,737	726,353	749,112	722,353	
b Contributions	-111,892	75,145	35,470	5,032	
c Net investment earnings, gains, and losses	115,725	94,289	-2,029	77,927	
d Grants or scholarships					
e Other expenditures for facilities and programs		14,050	56,200	56,200	
f Administrative expenses					
g End of year balance	885,570	881,737	726,353	749,112	722,353

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ 100.00 %
b Permanent endowment ▶ %
c Temporarily restricted endowment ▶ %
The percentages in lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) unrelated organizations	3a(i)		X
(ii) related organizations	3a(ii)		X
b If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R?	3b		

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4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.
Complete if the organization answered "Yes" to Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		6,500		6,500
b Buildings		490,844	277,125	213,719
c Leasehold improvements				
d Equipment		305,829	223,408	82,421
e Other		75,761	35,108	40,653
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10(c).) ▶				343,293

Part VII Investments—Other Securities.
Complete if the organization answered "Yes" to Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments—Program Related.
Complete if the organization answered "Yes" to Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.
Complete if the organization answered "Yes" to Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) BENEFICIAL INTEREST IN TRUST ESTATE	308,037
(2) BEQUEST RECEIVABLE	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	308,037

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Part X Other Liabilities.
Complete if the organization answered "Yes" to Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.
Complete if the organization answered "Yes" to Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)			5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.
Complete if the organization answered "Yes" to Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines 2a through 2d			2e	
3	Subtract line 2e from line 1			3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines 4a and 4b			4c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)			5	

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

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Part XIII Supplemental Information (continued)

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SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2013

Open to Public Inspection

Name of the organization: SHEBOYGAN COUNTY HUMANE SOCIETY

Employer identification number: 39-1050684

FORM 990, PART III, LINE 3

VETERINARIAN PROGRAM HAS BEEN PUT ON HOLD DUE TO THE LOSS OF A VETERINARIAN.

FORM 990, PART VI, LINE 2 - RELATED PARTY INFORMATION AMONG OFFICERS

DAVE QUASIUS	SHARON QUASIUS
MEMBER	PRESIDENT
BROTHER/SISTER	
ERIK JENSEN	SHER QUASIUS
MEMBER	PRESIDENT
HUSBAND/WIFE	

FORM 990, PART VI, LINE 6 - CLASSES OF MEMBERS OR STOCKHOLDERS

THE ORGANIZATION HAS MEMBERS WHO VOLUNTEER THEIR TIME TO THE ORGANIZATION.

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990

FORM 990 IS PREPARED BY THE ORGANIZATION'S INDEPENDENT ACCOUNTANTS, HUBERTY & ASSOCIATES, S.C. UPON COMPLETION OF THE FORM 990, THE ORGANIZATION'S ACCOUNTANT, BOOKKEEPER, MANAGER, BOARD PRESIDENT, AND BOARD TREASURER REVIEW THE RETURN BEFORE IT IS FILED.

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY

MEMBERS AND EMPLOYEES ARE MADE AWARE OF THE CONFLICT OF INTEREST POLICY AND UPON A CONFLICT OF INTEREST THEY ARE REQUIRED TO DISCLOSE THIS TO THE

Name of the organization: SHEBOYGAN COUNTY HUMANE SOCIETY

Employer identification number: 39-1050684

EXECUTIVE DIRECTOR. IF THE EXECUTIVE DIRECTOR HAS A CONFLICT OF INTEREST, HE/SHE HAS TO REPORT IT TO THE PRESIDENT OF THE BOARD. STATEMENTS ARE REVIEWED ANNUALLY BY THE BOARD OF DIRECTORS.

FORM 990, PART VI, LINE 15A - COMPENSATION PROCESS FOR TOP OFFICIAL

THE EXECUTIVE DIRECTORS WAGES ARE REVIEWED ANNUALLY BY THE BOARD OF DIRECTORS WHO DETERMINE A FAIR AND COMPETITIVE WAGE BASED ON WORK PERFORMANCE, AND COMPARISIONS TO SIMILIAR ORGANIZATIONS.

FORM 990, PART VI, LINE 15B - COMPENSATION PROCESS FOR OFFICERS

THE EXECUTIVE DIRECTOR SETS THE WAGES FOR OTHER EMPLOYEES AND HE/SHE USES WORK PERFORMANCE AS A MEASURE TO DETERMINE A FAIR AND COMPETITIVE WAGE.

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION

THE GOVERNING DOCUMENTS AND FORM 990 ARE AVAILABLE UPON REQUEST IN PERSON OR IN WRITING AT THE ADDRESS LOCATED ON PAGE 1 OF FORM 990.

FORM 990, PART IX, LINE 11G - OTHER FEES FOR SERVICES

DESCRIPTION	PROGRAM SERVICE	MGT & GENERAL	FUNDRAISING
OTHER			
	$ 45,304	$ 28,077	$ 1,029

Federal Statements

Taxable Dividends from Securities

Description	Amount	Unrelated Business Code	Exclusion Code	Postal Code	Acquired after 6/30/75	US Obs ($ or %)
DIVIDENDS - US BANK ACCOUNT	$ 23,043		14			
TOTAL	$ 23,043					

PUBLIC INSPECTION
COPY

Federal Statements

Form 990, Part IX, Line 11g - Other Fees for Service (Non-employee)

Description	Total Expenses	Program Service	Management & General	Fund Raising
OTHER	$ 74,410	$ 45,304	$ 28,077	$ 1,029
TOTAL	$ 74,410	$ 45,304	$ 28,077	$ 1,029

Form 990, Part IX, Line 24e - All Other Expenses

Description	Total Expenses	Program Service	Management & General	Fund Raising
DUES & LICENSES	$ 4,454	$ 3,794	$ 660	$
PHONE, CABLE, INTERNET	3,826	2,172	1,545	109
BANK & CREDIT CARD FEES	3,340		3,340	
VEHICLE EXPENSE	3,197	2,238	959	
MISCELLANEOUS	611	458	153	
BAD DEBTS	62	62		
TOTAL	$ 15,490	$ 8,724	$ 6,657	$ 109

II

R. O. No. - 14 - 15. By CITY CLERK. January 19, 2015.

Submitting various license applications.

Susan Richards
City Clerk

COMMERCIAL OPERATOR LICENSE (December 31, 2015)

No.	Name	Address
2067	Ebert & Son	N8802 Rangeline Rd., Town of Herman
3105	Schultz Landscape LLC	3639 Koehler Dr.

SECONDHAND JEWELRY/ARTICLE (December 31, 2015)

No.	Name	Address
2906	Gaming Generations	1122 N. 8th St.

TEMPORARY CLASS "B" BEER

No.	Name	Address
2575	Kettle Moraine Corvette Club	3400 S. Business Dr. - one-day event to Be held 8/23/15 to include the NE side of Parking lot of Washington Ave. & Bus. 42.
2947	Sheb. Leadership Academy	1607 Geele Ave. - one-day event to be Held 2/28/2015 to include the gym/café area.

TEMPORARY BEVERAGE OPERATOR'S

No.	Name	Address
8497	Collins, David S.	1023 Sommer Dr.
0239	Swearingen, William D.	718 Cardinal Ln., Howards Grove

Consent

II

R. O. No. _____ - 14 - 15. By BOARD OF CONTRACTORS EXAMINERS.
January 19, 2015.

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

2561	Jeff Meinnert N6704 Rio Road Sheboygan Falls, WI 53085	Carpenter Contractor
2560	Daniel Ten Haken N2969 County Road 1 Waldo, WI 53093	Carpenter Contractor
1593	Carlton Hinz 1713 Alabama Ave. Sheboygan, WI 53081	Carpenter Contractor

Consent

_____
Dir. Of Planning & Development

II

II

R. O. No. _____ - 14 - 15. By CITY PLAN COMMISSION. January 19, 2015.

Your Commission to whom was referred Res. No. 127-14-15 by Alderperson Belanger approving the 2015-2019 Consolidated Plan for the Housing and Community Development utilizing Community Development Block Grant (CDBG); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, January 13, 2015, and after due consideration, recommends approval of the Resolution.

Consent

_____

Director of Planning and Development

II

III

5.7

Res. No. 127 - 14 - 15. By Alderperson Belanger. January 5, 2015.

A RESOLUTION approving the 2015-2019 Consolidated Plan for the Housing and Community Development utilizing Community Development Block Grant (CDBG) through the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, the Department of Planning and Development has held the necessary public hearings/focus groups, utilized internet survey's, evaluated citizen input, and held a 30-day public review period concerning potential activities for the City of Sheboygan's Consolidated Plan for Housing and Community Development for a five year period of 2015-2019, and

WHEREAS, the Department of Planning and Development, and City Plan Commission have recommended to the Common Council that it approve the 2015-2019 Consolidated Plan, and

WHEREAS, the Common Council authorizes and directs the Mayor to submit to HUD the Consolidated Plan for Housing and Community Development 2015-2019, including various certifications for the funds, and

WHEREAS, the Common Council has reviewed and hereby approves the Citizen Participation Plan for the development of this submission (Consolidated Plan), and

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to the HUD the Final Statement of Community Development Objectives and the Consolidated Plan attached and made a part hereof, as recommended by the Plan Commission including assurances contained therein and to provide any other information requested by HUD.

City 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

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Sheboygan's 2015-2019 Consolidated Plan is a comprehensive document promoting a coordinated approach to housing and community needs, and fostering the coordination of all programs funded by the U.S. Department of Housing and Urban Development (HUD). It provides guidance for investment of HUD dollars, as well as other federal, state, and local funding dollars. This Plan outlines the priorities by which the City's Community Development block Grant (CDBG) Program will be invested over the next five years. Every year the City will produce an Annual Action Plan to detail specific activities to carry out the Plan's priorities and goals.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

5-YEAR GOALS	5-YEAR OUTCOMES
Affordable Housing	
1. Make repairs or rehab existing income-eligible owner occupied housing to address building code issues	60 homes of income-eligible homeowners are made safer
2. Assist income-eligible households into homeownership.	15 income-eligible helped to become homeowners
3. Assist owners of rental properties to develop or improve rental housing for lower income households	25 rental properties rehabbed to be code compliant and made more affordable
Neighborhood Revitalization	
1. Increase safety, provide crime protection and foster building code compliance in locally selected areas.	10 police district neighborhoods completed
2. Foster and create new neighborhood associations in partnership with Sheboygan Neighborhood Pride and Sheboygan Police Department.	10 new neighborhood associations developed and recognized by Common Council
3. Initiate improvement efforts in locally-selected geographical areas.	5 neighborhoods improved through a variety of initiatives including park, street improvements and/or street lighting
Anti-Poverty Strategy	
1. Reduce incidents of homelessness	1000 persons helped to avoid or mitigate homelessness.

Economic Development	
1. Provide assistance for central commercial zone businesses to complete Historic Preservation projects.	10 businesses assisted through the City's Historic Preservation programs
2. Create full-time permanent jobs at living wages.	50 jobs of which 51% are LMI jobs.
3. Foster commercial redevelopment projects in locally selected areas.	2 targeted areas assisted.

3. Evaluation of past performance

Every year, the City of Sheboygan reports its progress in meeting the five-year and annual goals in the Consolidated Annual Performance Evaluation Report (CAPER). The CAPER is submitted to HUD within 90 days after the start of new program year. Copies of the CAPER are available for review at the City of Sheboygan, Department of City Development.

4. Summary of citizen participation process and consultation process

The City conducted an on-line survey to gain public comments from residents of Sheboygan to determine the goals and objectives for the investment of the funds. 286 people took the survey which ran for a month and a half from October 1 to November 15. The Consolidated Planning process was publicized at Common Council meetings, on the city's website, social media outlets, and an article appeared in the Sheboygan Press on _____, 2014. On October 23, 2014, focus groups were held with past and current public service entities and community development representatives. Participants in the focus groups were invited to provide anonymous comments in an online survey format after the focus groups, in order to allow all comments to be made and heard. The Department and Common Council also held various meetings to review the draft plan and prior to the final plan adoption.

Public comments on the draft Consolidated Plan and Annual Action Plan were received throughout the 30-day Public Comment Period, which commenced on _____, 2014 and ended on _____, 2014.

5. Summary of public comments

Comments received during the public meetings prior and during the preparation of the Plan as well as the Plan priorities are summarized within the Citizen Participation Section of this Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments are taken into consideration in preparing the Consolidated Plan. The City has reviewed all comments for common and recurring themes to help establish priorities and goals.

7. Summary

This five-year plan identifies the community's affordable housing, community development and economic development needs as well as outlines a comprehensive and coordinated strategy for implementation of programs. The City will utilize CDBG funds to leverage other public and private investment to address the City's priority goals.

III

Res. No. ____ - 14 - 15. By Alderperson Hammond, Belanger, Carlson, Donohue and Kath. January 19, 2015.

A RESOLUTION authorizing the City of Sheboygan to retain room tax revenue from the Blue Harbor Resort for payment of the convention center debt not previously covered by room tax receipts.

WHEREAS, the City of Sheboygan entered into a agreement with Blue Harbor Resort Sheboygan LLC in July, 2003 which included a guarantee of room tax receipts for payment of the debt service on the convention center;

WHEREAS, Blue Harbor Resort Sheboygan, LLC sold the improvements located on the Leased Premises to Tenant, Claremont New Frontier Resort, LLC and requested release of the guarantee of room tax receipts for the debt service on the convention center;

WHEREAS, the Common Council approved the transfer to Claremont New Frontier Resort, LLC in March, 2011; and

WHEREAS, the room tax receipts from Claremont New Frontier Resort, LLC has created a shortfall in the debt payments on the convention center requiring the City to cover the shortfall; and

WHEREAS, The convention center debt will be repaid in 2018 and at that time, the City would be able to determine the total amount of shortfall from the room tax receipts.

RESOLVED: That the Finance Director/Treasurer is directed to calculate the amount of shortfall resulting from the payment of the debt offset by the room tax receipts and the room tax receipts will repay the City for any shortfall until such time as the City has been made whole for the debt payments on the convention center.

_____

_____

_____

_____

_____

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. ____ - 14 - 15. By LAW AND LICENSING. January 19, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 202-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0631	Abraham, Kaitlin R.	1834 Geele Ave.
*0637	Brousseau, Curtis M.	2011 Weimann Ave.

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

0640	Dickie, Samantha J.	1910 N. 12th St.
0634	Ensor, Lauren A.	4019 Pine Bluff Dr.
0628	Gilbert, Paul E.	1308 S. 9th St.
6571	Hocking, Sarah J.	1101 Swift Ave.
0632	Johnson, Ashley A.	1031A S. 21st St., Manitowoc
0630	Kelly, Devin P.	1506 Parkwood Blvd.
*0633	Mohr, Katie R.	319 5th St., Sheb. Falls

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

0638	Wildman, Michelle T.	1814 N. 10th St.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
2441	Darling Therapies	604 Erie Ave.
2496	Salus Face and Body Studio	1327 N. 8th St.

Consent

TAXICAB BUSINESS LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
2572	Lakeshore Transportation LLC	426B Factory St., Plymouth

TAXICAB DRIVER LICENSE (NEW) (December 31, 2015)

No.	Name	Address
0636	Jackson, Grayling M.	1949 N. 11th St.

TAXICAB DRIVER LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
7543	Boushley, Kathy J.	1512 S. 21st St.
9955	Dippel, Robert B.	115 Red Tail Dr., Sheb. Falls
0331	Williams, Kendrick L.	3647 S. 12th 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

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. January 19, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 214-14-15 by the City Clerk, submitting license application for the period ending June 30, 2015 and June 30, 2016; recommends that the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0651	Frias, Roberto C.	5106 Windward Ct., #15
0650	Hansen, Ronald R.	3627 N. 20th St.
0643	Henry, Brittney N.	1141/2 Everett, Fond Du Lac
0649	Herzog, David C.	607A Huron Ave.
0647	Hoffmann, Dustin K.	1515 N. 7th St.
*7328	Koene, Heather L.	

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

0646	Porten, Megan A.	218 Superior Ave.
7634	Stokdyk, Jesse L.	W1445 Meadowview Ct., Oostburg
0648	Van Akkeren, Olivia C.	1629A S. 8th St.
0644	Willoughby, Brian P.	424 S. 9th St., Oostburg
0645	Zalewski, Jennifer L.	3324 S. 18th St.
0652	Zittel, Nathan R.	642 N. 25th St.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
2868	Intouch	314 Niagara Ave.

Consent

TAXICAB DRIVER LICENSE (NEW) (December 31, 2015)

No.	Name	Address
0642	Giles, Wayne Douglas	1519 Eisner Ave., B2

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. January 19, 2015.

Your Committee to whom was referred R. O. No. 197-14-15 by the City Clerk submitting a communication from John Verhage requesting a two (2) year extension from hooking up to the mini-storm sewer adjacent to his property at 3814 S. 17th Pl.; recommends that Report of Officer be accepted and placed on file and the 2 year extension be approved.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.6

R. O. No. 197 - 14 - 15. By CITY CLERK. December 1, 2014.

Submitting a communication from John Verhage requesting a two (2) year extension from hooking up to the mini-storm sewer adjacent to his property at 3814 S. 17th Pl.

Susan Richards
City Clerk

Pub Wks. approve.

II

NOV 24 '14 PM12:29

November 24, 2014

To: Sheboygan Public Works Committee,

This letter is to request a (2) year extension from hooking up to the mini-storm sewer adjacent to my property at 3814 S. 17th Place. I have no problems with clear water on this property or adjacent properties. I will not hold the City of Sheboygan responsible for any loss or damage stemming from the introduction of clear water into the city's sanitary sewer system.

John Verhage

3814 S. 17th Place
Sheboygan, WI 53081
(920) 452-5773

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. January 19, 2015.

Your Committee to whom was referred Res. No. 125-14-15 by Alderperson Heidemann authorizing the acceptance of a conveyance of rights in land for the Taylor Dr. (Kohler Memorial Dr. to Crocker Ave.) Pedestrian/Bike Trail (State ID 4996-01-58); 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

III

5.9

Res. No. 125 - 14 - 15. By Alderperson Heidemann. December 15, 2014.

A RESOLUTION authorizing the acceptance of a conveyance of rights in land for the Taylor Dr. (Kohler Memorial Dr. to Crocker Ave.) Pedestrian/Bike Trail (State ID 4996-01-58).

WHEREAS: The State of Wisconsin Dept. of Transportation will solicit bids for the project in March, 2015 and enter into contract in May, 2015 for the Taylor Dr. (Kohler Memorial Dr. to Crocker Ave.) Pedestrian/Bike Trail;

RESOLVED: That the City is hereby authorized to accept the conveyance of rights in land for the Taylor Dr. (Kohler Memorial Dr. to Crocker Ave.) Pedestrian/Bike Trail.

Pub Wks. 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

Document Number
CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats
s.83.08(1) Wis. Stats.

City of Sheboygan, GRANTOR, for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the County of Sheboygan, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property:

This space is reserved for recording data

Return to
Aaron Brault
Sheboygan County
Administration Building
508 New York Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
90 and 94 of Transportation Project Plat 4996-01-58

Legal Description

Parcel 90 and 94 of Transportation Project Plat 4996-01-58 sheets 4.2

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or R/W Project ID 4996-01-58 This instrument was drafted by Donohue & Associates R/W Parcel No. 90 and 94

VI

R. C. No. ____ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. January 19, 2015.

Your Committee to whom was referred R. O. No. 194-14-15 by the City Clerk submitting a communication from Alderperson Hermann requesting that an ordinance be drafted to limit the number of extensions the building inspection department grants to homeowners who need to comply with regulations and proposed two extensions per year; recommends that the document be placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.3

R. O. No. 194 - 14 - 15. By CITY CLERK. December 1, 2014.

Submitting a communication from Alderperson Hermann requesting that an ordinance be drafted to limit the number of extensions the building inspection department grants to homeowners who need to comply with regulations and proposed two extensions per year.

PP/S

File

Susan Richards

City Clerk

II

Proposed Ordinance

To limit the number of extentions the building inspection department grants to homeowners who need to comply with regulations.

I propose two extentions per year.

Mark Hermann

VI

R. C. No. __ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. January 19, 2015.

Your Committee to whom was referred R. O. No. 204-14-15 by the City Clerk submitting a communication from Acuity Insurance requesting that they be assigned 2800 S. Taylor Dr. as their physical street address; recommends that the document be placed on file and to approve the request.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.4

R. O. No. 204- 14 - 15. By CITY CLERK. December 15, 2014.

Submitting a communication from Lynn Yunger, Acuity Insurance, requesting that Acuity be assigned 2800 S. Taylor Dr. as their physical street address.

PPS
approve

Susan Richards
City Clerk

Richards, Susan

From: Pelishek, Chad
Sent: Tuesday, December 02, 2014 5:24 PM
To: Richards, Susan
Cc: Romas, Mike
Subject: FW: Official Street Address for Acuity Insurance

Hi Sue:

Attached is a request to change the address number for Acuity to 2800 S. Taylor. The Common Council needs to approve this request. I would say it should be referred to PP&S.

Thanks, Chad

From: Romas, Mike
Sent: Tuesday, December 2, 2014 4:05 PM
To: Pelishek, Chad
Subject: FW: Official Street Address for Acuity Insurance

Here it is Chad. Thanks for your advice! What's next?

Please advise,

Mike

From: Lynn Yunger [mailto:Lynn.Yunger@acuity.com]
Sent: Tuesday, December 02, 2014 3:51 PM
To: Romas, Mike
Subject: Official Street Address for Acuity Insurance

Chief Romas,

As we discussed in our phone call earlier today, I have consulted with Sheri Murphy, Acuity's Vice President of Services & Administration, and we are in agreement that Acuity prefers to use 2800 S. Taylor Drive as our physical street address.

Aside from our tax person in the Accounting Dept., no one at Acuity would recognize or know to reference anything other than the 2800 street address. Thus, from an emergency services response standpoint, Acuity would much prefer to have any extraneous address(es) removed from the City database in favor of 2800 S. Taylor Drive.

Let me know if you have any additional questions or concerns or if I can be of assistance.

Lynn Y. in Ben Salzmann's Office
920-458-9131, ext. 1371

VIII

R. C. No. __ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. January 19, 2015.

Your Committee to whom was referred the following:

1. R. O. No. 215-14-15 by the Purchasing Agent submitting costs for the purchase of 5 Police Department patrol vehicles and 1 four-door sedan for administrative use; and

2. Res. No. 132-14-15 by Alderperson Carlson authorizing the Purchasing Agent to enter into contract for the purchase of 5 Police Department patrol vehicles and 1 four-door sedan for administrative use;

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

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.6

Res. No. 132 - 14 - 15. By Alderperson Carlson. January 5, 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, less trade in and (1)Four door sedan, less trade in, for administrative use.

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 $146,672.50 and one 2015 Chevrolet Malibu 4 door sedan at a cost of $18,194.00, less trade-ins, for a grand total of $ 147,367.00 as per the State of WI Contract.

BE IT FURTHER RESOLVED: That estimated trade in values have been received by the City of Sheboygan and will be applied against the purchase price of the vehicles to be ordered;

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 $147,367.00 including trade in payment of same.

PP&S approve

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.5

R. O. No. 215- 14 - 15. By PURCHASING AGENT. January 5, 2015.

Submitting the Tabulation of costs for the purchase of (5) 2015 Ford Patrol duty Utility Interceptor vehicles for the Sheboygan Police Department and (1) 2015 Model Chevrolet Malibu sedan for Administrative use:

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

2015 Ford Utility Interceptor All wheel Drive Police Vehicles

(5) Vehicles at a cost of $29,334.50 per vehicle = $146,672.50

2015 Chevrolet Malibu four door sedan for Administrative use:

(1) Vehicle at a cost of $ 18,194.50 = $18,194.50

The vehicles to be replaced will be traded in at the values below with the proceeds to offset the purchase price of the vehicles:

P16	2011 Crown Vic X146933	$ 4,500.00	72,000 miles
P12	2011 Crown Vic X146930	$ 4,000.00	82,827 miles
P13	2011 Crown Vic X146931	$ 4,000.00	85,219 miles
P19	2011 Crown Vic X146934	$ 4,000.00	83,142 miles
P6	2003 Crown Vic X173775	$ 500.00	117,327 miles
P35	2007 Crown Vic X152261	$ 500.00	120,020 miles

Total Cost of Vehicles to be purchased.....$ 164,867.00
Total Value of Trade In Vehicles.....$ (17,500.00)

Net cost of vehicle purchase $147,367.00

PP&B.
Acc File

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

II

VI

R. C. No. __ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. January 19, 2015.

Your Committee to whom was referred R. O. No. 217-14-15 by Building Inspection submitting the report for the Building Inspection Department for the months of September and November 2014; recommends that the documents be approved.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.9

R. O. No. 217 - 14 - 15. By BUILDING INSPECTION. January 5, 2015.

We hereby submit the report of the Building Inspection Department for the month of September and November 2014.

PP&S approve.

Building/Heating Inspector

II

BUILDING INSPECTION DEPT

CASH RECEIPT REPORT
SEPTEMBER 2014

PREPARED BY: T. HERMANN

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	$3,635.00	$2,785.00
Building Permits	$25,603.12	$36,393.78
Projecting Sign Fees	$250.00	
Electrical Permit Fees	$19,970.00	$3,855.00
Heating Permit Fees	$5,850.00	$3,955.00
Sales Tax	$11.88	$3.15
Plumbing Permit Fees	$2,552.00	$2,300.00
Sewer Permit Fees	$3,500.00	$1,500.00
Occupancy Permit Fees	$850.00	$1,000.00
Board of Appeals	$500.00	$250.00
Misc. General Revenue	$238.77	$63.35
Plan Examining Fees	$700.00	$500.00
Code Books		
State Stamps		
Rooming House Permits		
Erosion Control Fees		
Penalty Fees	$696.00	
Cash Over, Short or Refund		
Contractors Escrow	($2,286.00)	$1,090.00
Weights & Measure License		
Clearwater Inspection Fees	$2,400.00	$1,440.00
GRAND TOTALS OF THE ABOVE:	**$64,470.77**	**$55,135.28**

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence						
Two-Family Residence						
Condominium						
Garages, Carports		5		$ 77,200.00		$ 1,045.28
New Commercial	1	1	$ 500,000.00	$ 1,956,724.00	$ 1,980.00	$ 3,967.50
New Misc - Non Residential						
Storage Bldgs - Residential	5	2	$ 7,100.00	$ 8,000.00	$ 250.00	$ 110.00
Storage Bldgs - Commerical	1		$ 7,500.00		$ 76.80	
Alterations & Add'ns - Residential	143	140	$ 722,694.00	$ 974,439.92	$ 9,055.00	$ 11,335.00
Alterations & Add'ns - Commercial	17	21	$ 1,184,552.00	$ 2,622,054.00	$ 11,895.00	$ 16,390.00
Wrecking	3	1	$ 9,300.00	$ 100.00	$ 240.32	$ 50.00
Moving						
Signs	7	8	$ 61,814.00	$ 53,128.20	$ 691.00	$ 1,396.00
Fences/Pools/Decks/Driveways	32	38	$ 86,898.00	$ 86,682.00	$ 1,345.00	$ 1,750.00
Tanks						
Miscellaneous	2	7		$ 10,000.00	$ 70.00	$ 350.00
TOTALS	**211**	**223**	**$ 2,579,858.00**	**$ 5,788,328.12**	**$ 25,603.12**	**$ 36,393.78**
PERMIT TYPES						
Electrical	34	23	$ 900,721.00	$ 128,786.00	$ 19,970.00	$ 3,855.00
Heating	48	36	$ 310,262.47	$ 234,617.46	$ 5,850.00	$ 3,955.00
Plumbing	35	35			$ 2,552.00	$ 2,300.00
Sewer	6	2			$ 3,500.00	$ 1,500.00
TOTALS	123	96	$ 1,210,983.47	$ 363,403.46	$ 31,872.00	$ 11,610.00
GRAND TOTALS OF THE ABOVE:	**334**	**319**	**$3,790,841.47**	**$6,151,731.58**	**$57,475.12**	**$48,003.78**

BUILDING INSPECTION DEPT

CASH RECEIPT REPORT
OCTOBER 2014

PREPARED BY: T. HERMANN

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	$3,205.00	$2,430.00
Building Permits	$23,588.00	$27,720.82
Projecting Sign Fees	$25.00	$200.00
Electrical Permit Fees	$6,310.00	$6,165.00
Heating Permit Fees	$8,265.00	$47,595.00
Sales Tax	$7.82	$6.26
Plumbing Permit Fees	$4,152.00	$5,020.00
Sewer Permit Fees	$1,500.00	
Occupancy Permit Fees	$650.00	$1,550.00
Board of Appeals	$250.00	
Misc. General Revenue	$161.06	$127.24
Plan Examining Fees	$775.00	$1,875.00
Code Books		
State Stamps	$40.00	$40.00
Rooming House Permits	$90.00	
Erosion Control Fees	$100.00	$100.00
Penalty Fees	$1,013.00	$140.00
Cash Over, Short or Refund	($75.00)	$20.00
Contractors Escrow	$490.70	$1,669.82
Weights & Measure License	$200.00	$286.00
Clearwater Inspection Fees	$2,200.00	$2,040.00
GRAND TOTALS OF THE ABOVE:	**$52,947.58**	**$96,985.14**

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence	1	1	$ 210,000.00	$ 175,000.00	$ 500.00	$ 400.00
Two-Family Residence						
Condominium						
Garages, Carports	7	1	$ 102,963.00	$ 10,960.00	$ 1,303.20	$ 65.70
New Commercial						
New Misc - Non Residential						
Storage Bldgs - Residential	5	1	$ 10,390.00	$ 400.00	$ 250.00	$ 50.00
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	172	153	$ 1,109,466.00	$ 14,899,438.00	$ 13,059.80	$ 11,060.00
Alterations & Add'ns - Commercial	15	15	$ 553,031.00	$ 6,079,000.00	$ 5,620.00	$ 13,350.20
Wrecking	1	5	$ 40,000.00	$ 18,600.00	$ 500.00	$ 704.92
Moving						
Signs	11	6	$ 26,421.41	$ 8,650.00	$ 1,000.00	$ 700.00
Fences/Pools/Decks/Driveways	31	29	$ 99,083.00	$ 100,012.00	$ 1,355.00	$ 1,390.00
Tanks						
Miscellaneous						
TOTALS	**243**	**211**	**$ 2,151,354.41**	**$ 21,292,060.00**	**$ 23,588.00**	**$ 27,720.82**
PERMIT TYPES						
Electrical	40	32	$ 192,202.00	$ 213,650.00	$ 6,310.00	$ 6,165.00
Heating	52	61	$ 453,233.52	$ 4,115,322.00	$ 8,265.00	$ 47,595.00
Plumbing	41	34			$ 4,152.00	$ 5,020.00
Sewer	2				$ 1,500.00	
TOTALS	135	127	$ 645,435.52	$ 4,328,972.00	$ 20,227.00	$ 58,780.00
GRAND TOTALS OF THE ABOVE:	**378**	**338**	**$2,796,789.93**	**$25,621,032.00**	**$43,815.00**	**$86,500.82**

BUILDING INSPECTION DEPT

CASH RECEIPT REPORT
NOVEMBER 2014

PREPARED BY: T. HERMANN

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	$19,640.00	$16,030.00
Building Permits	$11,665.70	$49,519.86
Projecting Sign Fees	$125.00	
Electrical Permit Fees	$7,405.00	$10,720.00
Heating Permit Fees	$9,915.00	$6,685.00
Sales Tax	$0.81	$2.30
Plumbing Permit Fees	$1,760.00	$4,270.00
Sewer Permit Fees	$1,000.00	
Occupancy Permit Fees	$300.00	$900.00
Board of Appeals		$250.00
Misc. General Revenue	$66.25	$54.25
Plan Examining Fees	$1,600.00	$1,650.00
Code Books		
State Stamps		$120.00
Rooming House Permits	$300.00	$150.00
Erosion Control Fees		$275.00
Penalty Fees	$330.00	$19,497.40
Cash Over, Short or Refund		
Contractors Escrow	$3,076.36	($2,249.22)
Weights & Measure License	$9,837.00	$14,977.00
Clearwater Inspection Fees	$1,710.00	$1,720.00
GRAND TOTALS OF THE ABOVE:	**$68,731.12**	**$124,571.59**

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence		3		$ 896,309.00		$ 1,620.00
Two-Family Residence						
Condominium						
Garages, Carports		1		$ 15,000.00		$ 230.40
New Commercial		1		$ 135,000,000.00		$ 18,937.40
New Misc - Non Residential						
Storage Bldgs - Residential	3		$ 11,800.00		$ 177.20	
Storage Bldgs - Commerical		1		$ 80,000.00		$ 75.90
Alterations & Add'ns - Residential	86	97	$ 645,630.00	$ 646,631.00	$ 7,316.40	$ 7,590.00
Alterations & Add'ns - Commercial	7	10	$ 170,934.00	$ 7,860,150.00	$ 1,737.60	$ 36,220.00
Wrecking	3	13	$ 47,000.00	$ 90,985.00	$ 600.00	$ 2,063.56
Moving						
Signs	6	10	$ 23,152.40	$ 23,761.00	$ 459.50	$ 950.00
Fences/Pools/Decks/Driveways	12	10	$ 138,942.00	$ 25,400.00	$ 1,325.00	$ 770.00
Tanks						
Miscellaneous	1				$ 50.00	
TOTALS	**118**	**146**	**$ 1,037,458.40**	**$ 144,638,236.00**	**$ 11,665.70**	**$ 68,457.26**
PERMIT TYPES						
Electrical	29	22	$ 289,185.00	$ 463,613.00	$ 7,405.00	$ 10,720.00
Heating	46	68	$ 542,747.00	$ 360,655.50	$ 9,915.00	$ 6,685.00
Plumbing	23	40			$ 1,760.00	$ 4,270.00
Sewer	2				$ 1,000.00	
TOTALS	100	130	$ 831,932.00	$ 824,268.50	$ 20,080.00	$ 21,675.00
GRAND TOTALS OF THE ABOVE:	**218**	**276**	**$1,869,390.40**	**$145,462,504.50**	**$31,745.70**	**$90,132.26**

VIII

R. C. No. ____ - 14 - 15. By SALARIES AND GRIEVANCES. January 19, 2015.

Your Committee to whom was referred Res. No. 88-14-15 by Alderperson Donohue approving certain Human Resource Department procedures; recommends that the Resolution be passed with revised Procedures HR101-2014 and HR 105, copies of which are attached.

Concur

_____ _____

_____ _____

_____ _____

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

1.0 Purpose

The purpose of this policy is to give a general overview of benefits available to both full-time and part-time non-represented employees who hold regular, permanent positions (i.e., positions that are not temporary or short-term in nature). This is a summary of benefits only and does not include all plan provisions, exclusions, and limitations relating to coverage. Please refer to the applicable Certificate of Coverage. If differences exist between this summary and your Certificate of Coverage, the Certificate of Coverage will govern.

2.0 Scope

This policy applies to non-represented regular, permanent employees of the City of Sheboygan.

3.0 Benefits

3.1 Direct Deposit

All non-represented employees shall be required to have direct deposit. Employees may utilize up to 3 financial institutions for direct deposit options.

3.2 Health Insurance

In 2014, UMR is the plan administrator. The medical insurance utilizes a traditional plan design which includes a $750 single deductible and $1,500 family deductible. Office visit copays ($30/primary and $50/specialty) are not subject to deductible. Employee and/or family are responsible for 100% of the deductible.

a) Premium Contribution

The full-time employee premium contribution for 2014 is 15%; employees who participate in the Health Risk Assessment prior to the new year will receive a 3% reduction in premium contribution (12%). As of January 1, 2014, the single employee premium is $737 per month and $1,731.40 per month for family coverage.

Monthly Single Premium Amount	FT Employee Costs/month	PT Employee Costs per month
$737.00	$110.55 (15%)	$368.50 (50%)*
$737.00	$88.44 (12%) w/HRA	

Monthly Family Premium Amount	FT Employee Costs/month	PT Employee Costs per month
$1,731.40	$259.71 (15%)	$865.70 (50%)*
$1,731.40	$207.77 (12%) w/HRA	

* Part-time employees pay 50% of the premium, regardless of participation in the Health Risk Assessment

b) Opt-out Credit

Full-time employees who leave the plan or opt-out of coverage will receive an opt-out credit in December of the plan year in which they opt-out. Full-year opt-out employees will receive a $1,200 credit. Partial-year opt-out will receive credit for each month off the plan. Part-time, permanent employees working 20-39 hours per week are eligible for a $600 opt-out credit. This is a taxable benefit.

c) In-Health Clinic (County Clinic)

City of Sheboygan medical insurance participants are eligible to visit the In-Health Clinic (County Clinic) run by Interra Health.

a) Nurse Practitioner: There is no co-pay for employees and/or their dependents on the plan to utilize the Nurse Practitioner available at the clinic.

b) Chiropractic Care: This service is also available, although some costs may apply when utilizing this care. There is no co-pay for the first 10 visits every 6 months in the plan year. Starting with the 11th visit per employee/eligible dependent from January to the end of June, a $10 co-pay per visit applies. This schedule starts over July 1 through December 31.

d) Spousal Surcharge

In an effort to continue to offer a respectable health insurance plan to our employees and their families, the City encourages working spouses who are eligible for health insurance under their own employer to take that insurance rather than be on the City's insurance. Accordingly, employees with working spouses who continue coverage under the City's Health Insurance Plan will be assessed an

additional $50 per month. Those who do not have a spouse on the family plan or whose spouse is not employed full-time must complete a form to waive the surcharge.

e) Voluntary Group Medicare Supplement Insurance for Retirees
Retirees and/or their spouses transitioning to Medicare are able to elect this Voluntary Group Medicare Supplement Plan. In 2014, United Health Care is the provider of benefits. See the Human Resources Department for details.

3.3 Dental Insurance

Delta Dental is the 2014 provider of benefits. Employer-sponsored dental insurance is available to qualified full and part-time employees. The plan includes a $25 per participant deductible ($75 family), $1,500 lifetime orthodontic, 100% coverage for diagnostic, preventive, sealants to age 14 (on molar teeth only); and most service 80/20%:

Total Single Costs	Full-Time Employee Costs per month	Part-Time Employee Costs per month
$42.54	$6.38 (15%)	$21.27 (50%)
Total Family Costs	**Full-Time Employee Costs per month**	**Part-Time Employee Costs per month**
$120.92	$18.13 (15%)	$60.46 (50%)

3.4 Group Life Insurance

After completion of the qualifying period, the City provides eligible employees with the Wisconsin Group Life Insurance Plan equal to one-times an employee's annual salary. Premiums for basic coverage are paid 50% by the City and 50% by the employee. Additional coverage available for spouse and/or children.

3.5 Paid Time Off (PTO)

Permanent employees, both part-time and full-time, will be eligible for paid time off. There are 3 types of PTO: Holiday, Vacation and Discretionary (Personal). (Employees hired prior to 2012 may have a sick bank account. Please see the HR 105 PTO Policy regarding the use of sick bank.) Regular, permanent, part-time employees earn a prorated amount of PTO based on either the average number of productive hours worked the previous year (if the employee was in a part-time position), or in the event the employee transfers from full-time to part-time, the pro-rated PTO will be based on the average hours scheduled per day in the new position. Length of employment will be used in calculation of PTO and Vacation. For example, if an employee is in their 8th year of employment but transitions from full-time to part-time working 20 hours per week, that employee will be paid 4 hours each holiday and will be eligible for 50% of the 8-year employee vacation schedule (60 hours of vacation) and 40 hours of discretionary PTO.

a) **Holidays**
There is no waiting period for holiday pay eligibility. New qualified employees are eligible for holiday pay upon hire. Full-time employees who are actively employed during a holiday (not out on a leave of absence, sick leave, or short term disability) will receive 8 hours of holiday pay for the designated holiday. Part-time employees will receive a prorated amount of holiday pay based on either the amount of productive hours actually worked the previous year (if part-time the previous year) or the average scheduled projected hours worked divided by a 40-hour work week. This PTO is not a "vested" benefit. It is earned by an employee working the day before and after the holiday. If an employee is on vacation the day before or after, the employee must be at work their last scheduled day before the vacation. The 10 holidays observed are*:

New Years Day	Labor Day	Christmas Eve
Friday before Easter	Thanksgiving Day	Christmas Day
Memorial Day	Day After Thanksgiving	New Year's Eve
Independence Day		

* Observed holidays will typically be recognized on the actual holiday. However, the observed day may be modified if appropriate and approved by City administration.

b) **Discretionary / Personal PTO**

Discretionary Paid Time Off (DPTO) is provided for employees to take care of personal business or tend to the unplanned issues that happen in life, including sicknesses, bereavement, etc. Existing full-time employees are eligible for up to 80 hours of discretionary time per year (pro-rated for part-time). New employees are eligible for this benefit after 3 months of employment.

DPTO is not a vested benefit. It is issued in January but is "earned" through time worked in the current year. Every month an employee works, the employee earns 1/10th of their eligible DPTO. (Vacation taken during the month does count towards the completion of that month for calculating eligible DPTO.) If a full-time employee works from January – October, without a leave, that employee will earn all 80 hours of DPTO. However, if a person uses more DPTO than they have earned, they would need to refund the amount of the overage, or the amount will be deducted from their final paycheck or the last payroll of the year.

Absences must be coordinated with Supervisor approval where possible/practical to allow for continued departmental operations. Time may be taken in a minimum of 1 hour increments. Time not used in the calendar year is forfeited. Unused, earned DPTO is not paid out upon resignation.

Prorated PTO Schedule

Hired	Eligible after 3 months	Eligible the following January 1
January – 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:	0 Discretionary Hours	40 hours upon reaching

c.) **Vacation PTO**

Vacation PTO is an earned benefit. New employees are not eligible for vacation upon hire; rather, they earn vacation in the current year to be taken in the next year, provided they are actively employed on or after January 1 of the next year. Employees who have actively worked in the current year and leave employment in good faith (providing 2-week notice, for example) may be issued pay for all earned but unused vacation they became eligible for in the year in which they leave active employment.

The vacation schedule on January 1 of each year is as follows:
New full-time employees with less than 1 year of service on January 1 are eligible for the following pro-rated vacation time as of January 1:

Hired the previous	Eligible on the following January 1
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

Employees with 1 full year of service or more as of January 1 are eligible for the following:

1 – 4 years:	80 Hours
5 – 12 years:	120 Hours
13 – 20 years:	160 Hours
21 + years:	200 Hours

When an employee's employment anniversary is achieved mid-year, the employee will be credited with the additional vacation credit in January of the year in which an anniversary falls.

Vacation must be used during the calendar year or it will be forfeited. On rare circumstances, it may be necessary for a person to carry over up to 40 hours of vacation to the next calendar year. This must be approved by the Department Head by December 15.

Vacation requires supervisor approval and may be taken in 4 or 8 hour increments.

PTO for 24-Hour Battalion Chiefs of the Fire Department
Due to the nature of the position and hours worked, Battalion Chiefs have a separate schedule.

Vacation PTO

1 year – 4 years:	144 hours (6 days)
5 – 12 years:	216 hours (9 days)
13 – 20 years:	288 hours (12 days)
21 +:	336 hours (14 days)

Discretionary PTO
New employees: Prorated (Battalion Chiefs are generally promoted from within)
Current employees: 96 hours (4 – 24 hour days)

3.6 Voluntary Short-term and Long-Term Disability / Family Medical Leave (FML)
Short and Long-Term disability Insurance is available on a voluntary basis to provide pay-continuation in the event of an extended illness. Family Medical Leave is available to qualified employees as well. FML and Short Term Disability run concurrent to each other. Active employees who go out on a disability may need to utilize available PTO. Once that PTO is exhausted, the employee will be unpaid during the disability. While Family Medical Leave protects an employee's position for 12 weeks, the City of Sheboygan will hold a person's employment status open for 26 weeks (6 months). Once an employee is out beyond 26 weeks, they will be placed on inactive employment status (active employment termination) and the position they hold may be forfeited, filled with another employee or a new employee may be hired. If the terminated employee receives a return to work authorization releasing him/her return to work, the employee may reapply for an open position, but there is no guarantee they will be able to return to their previous position and/or be offered a return to employment.

3.7 Voluntary Vision Insurance
Though eye exams are covered in the medical insurance plan, this insurance is available to help pay for the cost of glasses, contacts, and other vision products.

3.8 Voluntary Accident / Critical Illness Insurance
2014 is the first year this product has been introduced. UHC is the provider. This product is offered to cover hidden costs related to accidents and critical illnesses. This voluntary product is available to assist in expenses related to those hidden costs (cost of lost time from work, deductibles, copays, etc.).

3.9 Mileage
Mileage is paid to employees who use their personal vehicles to perform work-related activities. The City of Sheboygan reimburses at the IRS mileage rate.

3.10 Uniform Allowance
Employees who are required to wear special clothing or use special equipment for their work will receive an allowance as follows (amount issued is applicable to IRS tax regulations):

a) Uniform Allowance: $100 yearly
b) Safety Shoes/Boots/Equipment: $100 yearly
c) Glasses with safety lens / frame $ 50 once every two years

3.11 Overtime Pay
Employees working over 40 hours in a week are eligible to receive time and one-half pay for hours worked over 40. PTO time taken/paid does not count in the calculation of time worked for overtime pay purposes. With supervisor approval, employees may flex their time during the same workweek to maintain the 40 hour schedule.

3.12 Parking
City employees will receive employer paid parking, either a specific parking location or a parking lot. Paid parking is not available for Library employees.

3.13 Jury Duty

Employees who are subpoenaed and serve on jury duty on an involuntary basis on any days which are scheduled workdays for them shall be excused for the time spent in jury service and shall receive their regular rate of pay (no greater than 8 hours of pay for each full day served) for said time served on jury duty, not to exceed sixty (60) days per calendar year, subject to the following provisions:

(a) The employee must present proof of jury duty service, stating the dates and hours per day served on jury duty.
(b) The employee shall immediately endorse his/her check for such jury service over to the human resources/payroll department.
(c) When the employee is excused for jury service, the employee shall report back to work within one hour to complete his/her shift unless the employee choses to utilize paid time off for the absence.

3.14 Shift Premium

Employees whose normal work schedule is 2nd or 3rd shift will receive a shift premium of 35 cents per hour for 2nd shift and 45 cents per hour for 3rd shift. 1st shift employees who work up to 4 hours at the beginning or ending of their normal shift do not qualify for a shift premium if that overtime is an extension or continuation of their shift. If an employee left work and are called back to work or were called in greater than 4 hours prior to the start of their shift, that employee would qualify for a shift premium (i.e., a few extra hours either before or after a normal shift generally do not qualify for the shift premium as the primary schedule is first shift).

First shift is generally considered "day shift". The starting hour of first shift depends on the department a person works. An employee whose primary hours are in the afternoon and early evening is considered "2nd shift". An employee whose primary hours start in the late evening and continue throughout the early morning hours is considered to be on 3rd shift.

3.15 Wisconsin Retirement System (WRS)

Employment with the City of Sheboygan may qualify an employee to participate in the Wisconsin Retirement System. The 2014 WRS contribution rate for general class employees is 14% which is split 50/50 with the City of Sheboygan contributing one half (50%) of the contribution rate and the employee contributing the second half (non-rep protected service personnel may have a different rate. Please see HR if applicable).

3.16 Severance/Termination Pay at Retirement, Death, Layoff without Cause, and Termination

Employees leaving in good faith may qualify for a severance payout. In the event of an employee's retirement, resignation with notice, termination without cause or layoff, the employee qualifies for all unused vacation the year in which the employee becomes inactive. Upon death, the employee's beneficiary/estate will be issued a severance payout in accordance with state/federal requirements. Those who quit while a disciplinary action is being performed, are terminated for willful misconduct, or fail to provide 2 weeks resignation will not be eligible for a severance payout. Discretionary PTO cannot be included in the 2-week resignation notification and will not be paid out. The term "retirement" as used herein shall mean the employee must be retired under the Wisconsin Retirement System and has applied for and will be or is receiving monthly annuity payments immediately after the retirement date.

a) Vacation Severance
All earned and unused vacation a person became eligible for on January 1st of the year in which their employment is terminated will be paid out.

b) Sick Bank Account
Prior to January 1, 2012, employees were eligible to earn sick time and bank the time for future use. This paid time off eligibility discontinued as of January 1, 2012 (replaced with Discretionary PTO), but those who had earned time off were able to keep it and use it in the event of a disability. (Employees unable to return to work after the exhaustion of their sick bank account or after 6 months would lose their active employment status and their employment would be terminated.) A value of the bank was assigned by calculating the amount of hours earned by the hourly pay as of December 31, 2011. As employees received pay increases over time, the "value" of the bank remained the same, though the hours were adjusted based on any pay increases.

Upon a qualified retirement (WRS eligibility requirements), employees with a balance in their sick bank account are eligible to receive a portion of the account to either use towards the cost of post-employment medical insurance premiums or a cash payout of 50% of the maximum qualified value. The maximum eligible amount an employee "qualifies" for depends on the employee/union group the employee was part of as of December 31, 2011:

As of December 31, 2011 And Upon Retirement	Qualified Value Available For Retiree Medical or COBRA Med Insurance	Eligible Payout Value
Non-Rep Employees:	Up to 572 Sick Bank hours = Max Value	50% of Max Value
AFSCME (DPW) & City Hall:	Up to 672 Sick Bank hours = Max Value	50% of Max Value
Professionals:	Up to 640 Sick Bank Hours = Max Value	50% of Max Value

Example: DPW Employee/City Hall Employee
A long-term DPW employee decides to retire. He was hired in 1980 (employees hired before 1978 do not have their bank divided by 2). On December 31, 2011, this employee made $17.86 per hour and he had 972 hours in his Sick Bank. The value of his Sick Bank $17,359.92 as of December 31, 2011, and he has not used time from the bank since then. Upon actual retirement (WRS eligible, receiving an annuity), he has the ability receive a portion of that bank in one of two ways:

Option 1: ***Qualified Portion applied to COBRA medical insurance continuation***
The retiring employee may apply the qualified portion of his Sick Bank to apply towards the medical insurance election (COBRA). (This money is not available for dental or other COBRA benefits.) This employee's ***Qualified Max Value*** is 672 hours x $17.86 or $12,001.92.

Option 2: ***Qualified Portion 50% Payout***
The retiring employee may choose to receive a lump-sum payout equal to 50% of his ***qualified portion of the max value***. His *qualified* Maximum Value payout is $6,000.96.

c) Good Attendance Bonus
Tier I and II employees (non-rep employees as of December 31, 2011) may have earned a value based on their good attendance. Employees may use the value to pay for medical insurance premiums if the employee elects to remain on the City's medical insurance program. There is no cash payout of this value if the employee leaves the City's medical insurance plan. The value of the bonus will be based on the number of hours over maximum bank as of December 31, 2011/8 x $60.

3.17 Post-Employment Health Insurance Plan / Surviving Spouse
Non-represented employees qualify for continuation of coverage in health and dental insurance. Due to the changes in benefits over time, some employees may have grandfathered benefits. For reference purposes, there are 3 classifications employees may fall into relating to post-employment health insurance:

Class / Tier I
WRS vested employees who, as of December 31, 2011, were retirement eligible but chose not to retire prior to December 31, 2011. Tier I employees will retain the benefit as-is; that is, these employees will be eligible to continue on the City's medical insurance upon retirement after December 31, 2011. As of December 31, 2011, Tier I employees achieved at least 15 years of service with the City of Sheboygan, with at least 5 years as a non-represented employee, and had reached retirement age according to WRS retirement eligibility (55 for non-protective services and age 50 for protected services) on or before December 31, 2011. In all categories, if spouse becomes Medicare eligible, Medicare must be primary:

Benefit:
Exempt Employee*:
Eligible to continue on the City's employee s medical insurance plan for up to 10 years.
Single Continuation of Coverage: Paid 100% by the City
Family Continuation of Coverage: Paid 60% by the City

Non-Exempt Employee*:

Eligible to continue on the City's employees medical insurance plan for up to 5 years.
Single Continuation of Coverage: Paid 100% by the City
Family Continuation of Coverage: Paid 60% by the City

Class / Tier II

Non-represented employees as of December 31, 2011 (employee was not in a bargaining unit) who did not meet eligibility for retirement under WRS guidelines as of December 31, 2011. Upon retirement, providing an employee in this group achieves at least 15 years of service as a non-represented employee and retires from an exempt position, the employee is eligible to remain on the health insurance plan for 5 years post-retirement. A non-exempt employee who has been a non-rep for at least 15 years is eligible to remain on the health insurance plan for 2.5 years post-retirement. Premium payment in either situation is 50% City funded and 50% employee funded for either Single or Family coverage until either the retired employee or spouse becomes Medicare eligible.

Class / Tier III

All new employees hired on or after January 1, 2012, and employees hired before January 1, 2012 who were covered under an employment contract prior to January 1, 2012 are qualified for COBRA continuation of coverage. COBRA is available for 18 months following the last day of the month in which an employee retires or terminates employment.

Surviving Spouse

In the event an active employee dies, the surviving spouse may remain on the City of Sheboygan Health Insurance Plan. The spouse would be responsible for 100% of the premium contribution plus 2% administrative fees. In the case of death of a retired employee in Class I or Class II, the spouse would be eligible to continue on the City of Sheboygan health insurance plan until the spouse becomes eligible for health insurance through his/her own employer, by marriage, or becomes Medicare eligible. The surviving spouse would be responsible for the same premium contribution. In the case of death of a retired employee in Class III, the spouse may be eligible for an additional COBRA benefits, following federal guidelines.

1.0 Purpose

The purpose of this procedure is to describe the conditions under which an employee will be granted paid time off (PTO) for discretionary, vacation and sick day bank and conditions under which PTO time/pay may be forfeited.

2.0 Scope

This policy applies to all non-represented City of Sheboygan employees.

3.0 Procedure

The amount of paid time off an employee is eligible for is based on length of continuous service as of January 1 of each year and is granted as of January 1 of each year. Newly hired employees or those switching from part-time to full-time will be eligible for a prorated amount of PTO. Vacation PTO is earned in one year and available to be used the next year, which makes this benefit vested. Discretionary PTO is not a vested benefit. When calculating eligibility for Discretionary PTO, an employee's length of service and hours worked in the previous year are used to calculate the eligibility as of January 1. Depending on an employee's start-date during the year, permanent, full-time employees may be eligible for a prorated amount of Discretionary PTO 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. The PTO Schedule on January 1 is as follows:

	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

When an employment anniversary "milestone" falls during the year (an employee's 5th, 13th, and 21st year of employment), the employee is credited for the anniversary on January 1 prior to the anniversary actually occurring (with the exception of new employees or returning employees with less than one year of service on January 1).

3.1 Four Different Types of PTO:

a) Holiday Full-time employees with a traditional weekly schedule (5 – 8 hour days) must use holiday pay in 8-hour (or the amount of time the part-time employee normally works) increments on the City designated holiday. This benefit is available to all full-time employees starting on the first day of employment. Non-represented employees with non-traditional schedules and part-time employees should see their supervisor regarding the application of this PTO relating to their schedule.

b) Vacation Vacation is a vested benefit, prorated for new employees and those transferring from part-time to full-time status. (An employee transitioning from part-time in one calendar year to fulltime the next calendar year will have their vacation pro-rated using the actual hours worked (not including vacation, holiday or sick day pay) the previous year divided by 2080, the average hours worked by a full-time employee). Employees are eligible to use their vacation beginning on the first calendar day of the year. Those with less than one year of employment may be eligible for a prorated amount of vacation (see schedule below).

Full-time employees who absence from work is due to sick leave, paid or unpaid, will receive a prorated amount of vacation PTO the next year based on their productive hours worked.

Vacation must be used in either 4 or 8 hour increments. In the event the vacation balance is less than 4 hours, the remaining amount should be taken in one lump sum to deplete the account balance to zero.

New full-time employees are eligible for the following pro-rated vacation time as of January 1:

Hired the previous	Eligible on the following January 1
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

c) Discretionary

1. Full-time employees with greater than one year of full-time service as of January 1 are eligible for 80 hours of Discretionary PTO. Part-time employees will be eligible for a prorated amount of Discretionary time as of January 1, whether they continue their part-time position or transition to full-time. Those who transition to full-time will receive the greater amount of either their pro-rated discretionary time or the prorated schedule below. New full-time employees may be eligible for a prorated amount of Discretionary PTO during their first year of employment upon completion of 90 days of continuous employment (see schedule below).

Hired	Eligible after 3 months	Eligible the following January 1
January 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)

2. Discretionary PTO is not a vested benefit. Regardless of an employee's tenure with the City, those who leave mid-year will not be paid out their unused discretionary PTO.

2.1 Discretionary PTO ("DPTO") issued January 1, but it is not vested upon time-of-issue. It is vested upon completion of active, productive hours. (If an employee is issued 80 hours of DPTO on January 1, and that employee terminates employment on January 2, that employee would not receive the 80 hours of DPTO.) DPTO becomes vested as the employee actively works throughout the year. Each completed month of active employment an employee earns 1/10th of their discretionary PTO schedule, to a maximum of 80 hours or their eligible amount. (Active employment means the employee has either actively completed productive hours during the month or whose absence is covered through paid time off, other than sick leave.) For full-time, active employees with at least one year of completed service as of January 1 would earn 8 hours of DPTO for working the entire month of January. If that employee continues to work through the month of October, that employee would have earned all 80 hours.

2.2 Example 1: An employee is issued 80 hours of DPTO on January 1, but subsequently quits employment January 20. That employee would not be eligible for discretionary PTO. If that employee had taken DPTO between January 1 –January 20, the amount taken would be removed from the employee's final pay check.

Example 2: If the employee from example 1 terminates July 1, the employee would have completed 6 full months of active employment and would be eligible for 6/10 of their 80 hours of PTO or 48 hours. If that employee only used 40 hours, the additional 8 hours is forfeited. If that employee used 80 hours, 32 hours would need to be held from that employee's final pay check. If an employee was out sick the month of February, but returns March 1st and continues to work through the remainder of the calendar year, he/she would have earned all 80 hours of discretionary time by the end of November.

3. Discretionary PTO may be used in hourly or daily increments (whole hours only).

d) Sick Bank

Prior to 2012, some employees earned sick time to use in the future. This benefit was replaced with Discretionary PTO in 2012. However, employees with a remaining benefit were given a "Sick Day Bank" account and the hours earned in previous years were converted to a dollar amount, which the employee may use as follows:

1. Employee with qualified "Disability" (doctor certified)
   a. If employee elected STD (Short Term Disability), Vacation or Discretionary PTO use is not required. Employee must use Sick Bank immediately and throughout the continued time off on disability. Sick Bank must be exhausted prior to STD insurance payments beginning.*

   b. If an employee did not elect STD, all DISC PTO and all but 80 hours VAC PTO must be used before taking Sick Bank. If the employee's disability also qualifies for FMLA, since the first 2 weeks are considered Wisconsin FML, the employee has the right to choose their sick day banked time for the first 2 two weeks. After 2 weeks, Federal FML starts and the City then reverts to the rule listed above in that all DISC PTO and all but 80 hours of VAC PTO should be used before the employee returns to the use of their Sick Bank.

   * When employee has the choice to take Sick Bank or their current year vacation and discretionary PTO, it is recommended that the employee use all available PTO time first, as neither VAC or DISC can be carried into the next calendar year if the employee has a "chance" to use their PTO. Therefore, employees are encouraged to use PTO or risk forfeiting it.

2. Employees who have minor (non-qualified) sicknesses

   If an employee calls in for a single day absence (employee has the flu, for example), that employee must use any available vacation or discretionary PTO. Once a person utilized all their PTO Vacation and Discretionary, if there is remaining time in the Sick Bank, the employee may begin to use that time for single day absences for minor sicknesses such as the flu. Absences of 3 days or greater may require a physician's excuse, documenting the reason for the absence and to complete a Return To Work slip.

   Time taken towards Sick Bank must be in 4 or 8 hour increments and requires supervisor notification at least 15 minutes or greater in advance or the absence is subject to not be approved. On rare occasion, prescheduled absences in 1 hour increments may be approved for appointments that are scheduled at the start or end of an employee's shift, again requiring supervisor approval.

3. Sick Bank upon retirement
   If the employee retires, he/she may use the remaining qualified dollar amount (based on their qualifying calculation) and apply it to their eligible post-employment retirement medical insurance benefit, or the employee may receive a one-time payment equal to 50% of their qualifying calculation. This payment is not eligible for WRS contributions; applicable payroll taxes will apply.

4. Scheduling PTO
   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.

5. Management Discretion
   There are times that management may need to recruit candidates with greater experience and/or skills. If necessary, modifications to this PTO schedule may be offered for recruitment purposes. Any deviations to the schedule listed above require approval of the respective Department Head and the Human Resources Manager.

6. Forfeiture of PTO will occur in the following situations

a) Voluntary Resignation - an employee who resigns in good faith (provides 80 hours/two weeks notice) shall receive payment only for the unused portion of the vacation they became eligible for on January 1st of the year of the resignation.

b) Retirement – employees are asked to provide a minimum of 2 weeks notice for retirement. During that time, the employee may be asked to train a replacement employee. Accordingly, the employee may need to be actively working during the final two weeks of employment (unused vacation cannot be used to extend the employee's retirement date.) If sufficient retirement notice is provided, the employees shall receive payment for the unused portion of vacation they became eligible for on January 1st. If the retiree took greater than their earned discretionary time, the unearned discretionary time will be taken from their final paycheck.

c) Death – In the event of death of a current employee, survivors shall receive payment for the unused portion of vacation the employee became eligible for on January 1 in the year of the employee's death.

d) Termination for Cause – employees who are terminated for cause are not entitled to payment of their unused vacation.

e) Reduction in Workforce - employees who are terminated due to a reduction of workforce are entitled to payment for the unused portion of the vacation they became eligible for on January 1st in the year in which the reduction in workforce occurred.

f) Year-End Forfeitures – all vacation and discretionary days are a use-it or lose-it benefit. However, in the rare chance an employee is not able to use all of his/her vacation, the employee's supervisor may request a carryover of a maximum of forty (40) hours. The head of each department and the Human Resources Manager must approve the carryover hours no later than December 15th. Payment in lieu of vacation is not permissible.

g) Discretionary PTO not used at time of employment termination is forfeited. In addition, it cannot be used during the two week required notice time.

III

4.6

Res. No. 88 - 14 - 15. By Alderperson Donohue. November 3, 2014.

A RESOLUTION approving certain Human Resource Department procedures.

RESOLVED: That the Common Council hereby approves Procedures HR101-2014 and HR105, copies of which are attached hereto.

Sal & Gen approve.

Zylphia Donohue

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

1.0 **Purpose**

The purpose of this policy is to give a general overview of benefits available to both full-time and part-time non-represented employees who hold regular, permanent positions (i.e., positions that are not temporary or short-term in nature). This is a summary of benefits only and does not include all plan provisions, exclusions, and limitations relating to coverage. Please refer to the applicable Certificate of Coverage. If differences exist between this summary and your Certificate of Coverage, the Certificate of Coverage will govern.

2.0 **Scope**

This policy applies to non-represented regular, permanent employees of the City of Sheboygan.

3.0 **Benefits**

3.1 Direct Deposit

All non-represented employees shall be required to have direct deposit. Employees may utilize up to 3 financial institutions for direct deposit options.

3.2 Health Insurance

In 2014, UMR is the plan administrator. The medical insurance utilizes a traditional plan design which includes a $750 single deductible and $1,500 family deductible. Office visit copays ($30/primary and $50/ specialty) are not subject to deductible. Employee and/or family are responsible for 100% of the deductible.

a) Premium Contribution

The full-time employee premium contribution for 2014 is 15%; employees who participate in the Health Risk Assessment prior to the new year will receive a 3% reduction in premium contribution (12%). As of January 1, 2014, the single employee premium is $737 per month and $1,731.40 per month for family coverage.

Monthly Single Premium Amount	FT Employee Costs/month	PT Employee Costs per month
$737.00	$110.55 (15%)	$368.50 (50%)*
$737.00	$88.44 (12%) w/HRA	

Monthly Family Premium Amount	FT Employee Costs/month	PT Employee Costs per month
$1,731.40	$259.71 (15%)	$865.70 (50%)*
$1,731.40	$207.77 (12%) w/HRA	

* Part-time employees pay 50% of the premium, regardless of participation in the Health Risk Assessment

b) Opt-out Credit

Full-time employees who leave the plan or opt-out of coverage will receive an opt-out credit in December of the plan year in which they opt-out. Full-year opt-out employees will receive a $1,200 credit. Partial-year opt-out will receive credit for each month off the plan. This is a taxable benefit.

c) In-Health Clinic (County Clinic)

City of Sheboygan medical insurance participants are eligible to visit the In-Health Clinic (County Clinic) run by Interra Health.

a) Nurse Practitioner: There is no co-pay for employees and/or their dependents on the plan to utilize the Nurse Practitioner available at the clinic.

b) Chiropractic Care: This service is also available, although some costs may apply when utilizing this care. There is no co-pay for the first 10 visits every 6 months in the plan year. Starting with the 11th visit per employee/eligible dependent from January to the end of June, a $10 co-pay per visit applies. This schedule starts over July 1 through December 31.

d) Spousal Surcharge

In an effort to continue to offer a respectable health insurance plan to our employees and their families, the City encourages working spouses who are eligible for health insurance under their own employer to take that insurance rather than be on the City's insurance. Accordingly, employees with working spouses who continue coverage under the City's Health Insurance Plan will be assessed an

additional $50 per month. Those who do not have a spouse on the family plan or whose spouse is not employed full-time must complete a form to waive the surcharge.

e) Voluntary Group Medicare Supplement Insurance for Retirees
Retirees and/or their spouses transitioning to Medicare are able to elect this Voluntary Group Medicare Supplement Plan. In 2014, United Health Care is the provider of benefits. See the Human Resources Department for details.

3.3 Dental Insurance

Delta Dental is the 2014 provider of benefits. Employer-sponsored dental insurance is available to qualified full and part-time employees. The plan includes a $25 per participant deductible ($75 family), $1,500 lifetime orthodontic, 100% coverage for diagnostic, preventive, sealants to age 14 (on molar teeth only); and most service 80/20%:

Total Single Costs	Full-Time Employee Costs per month	Part-Time Employee Costs per month
$42.54	$6.38 (15%)	$21.27 (50%)
Total Family Costs	Full-Time Employee Costs per month	Part-Time Employee Costs per month
$120.92	$18.13 (15%)	$60.46 (50%)

3.4 Group Life Insurance

After completion of the qualifying period, the City provides eligible employees with the Wisconsin Group Life Insurance Plan equal to one-times an employee's annual salary. Premiums for basic coverage are paid 50% by the City and 50% by the employee. Additional coverage available for spouse and/or children.

3.5 Paid Time Off (PTO)

Permanent employees, both part-time and full-time, will be eligible for paid time off. There are 3 types of PTO: Holiday, Vacation and Discretionary (Personal). (Employees hired prior to 2012 may have a sick bank account. Please see the HR 105 PTO Policy regarding the use of sick bank.) Regular, permanent, part-time employees earn a prorated amount of PTO based on either the average number of productive hours worked the previous year (if the employee was in a part-time position), or in the event the employee transfers from full-time to part-time, the pro-rated PTO will be based on the average hours scheduled per day in the new position. Length of employment will be used in calculation of PTO and Vacation. For example, if an employee is in their 8th year of employment but transitions from full-time to part-time working 20 hours per week, that employee will be paid 4 hours each holiday and will be eligible for 50% of the 8-year employee vacation schedule (60 hours of vacation) and 40 hours of discretionary PTO.

a) **Holidays**

There is no waiting period for holiday pay eligibility. New qualified employees are eligible for holiday pay upon hire. Full-time employees who are actively employed during a holiday (not out on a leave of absence, sick leave, or short term disability) will receive 8 hours of holiday pay for the designated holiday. Part-time employees will receive a prorated amount of holiday pay based on either the amount of productive hours actually worked the previous year (if part-time the previous year) or the average scheduled projected hours worked divided by a 40-hour work week. This PTO is not a "vested" benefit. It is earned by an employee working the day before and after the holiday. If an employee is on vacation the day before or after, the employee must be at work their last scheduled day before the vacation. The 10 holidays observed are*:

New Years Day	Labor Day	Christmas Eve
Friday before Easter	Thanksgiving Day	Christmas Day
Memorial Day	Day After Thanksgiving	New Year's Eve
Independence Day		

* Observed holidays will typically be recognized on the actual holiday. However, the observed day may be modified if appropriate and approved by City administration.

b) **Discretionary / Personal PTO**

Discretionary Paid Time Off (DPTO) is provided for employees to take care of personal business or tend to the unplanned issues that happen in life, including sicknesses, bereavement, etc. Existing full-time employees are eligible for up to 80 hours of discretionary time per year (pro-rated for part-time). New employees are eligible for this benefit after 3 months of employment.

DPTO is not a vested benefit. It is issued in January but is "earned" through time worked in the current year. Every month an employee works, the employee earns 1/10th of their eligible DPTO. (Vacation taken during the month does count towards the completion of that month for calculating eligible DPTO.) If a full-time employee works from January – October, without a leave, that employee will earn all 80 hours of DPTO. However, if a person uses more DPTO than they have earned, they would need to refund the amount of the overage, or the amount will be deducted from their final paycheck or the last payroll of the year.

Absences must be coordinated with Supervisor approval where possible/practical to allow for continued departmental operations. Time may be taken in a minimum of 1 hour increments. Time not used in the calendar year is forfeited. Unused, earned DPTO is not paid out upon resignation.

Prorated PTO Schedule

Hired	Eligible after 3 months	Eligible the following January 1
January – 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:	0 Discretionary Hours	40 hours upon reaching

c.) **Vacation PTO**

Vacation PTO is an earned benefit. New employees are not eligible for vacation upon hire; rather, they earn vacation in the current year to be taken in the next year, provided they are actively employed on or after January 1 of the next year. Employees who have actively worked in the current year and leave employment in good faith (providing 2-week notice, for example) may be issued pay for all earned but unused vacation they became eligible for in the year in which they leave active employment.

The vacation schedule on January 1 of each year is as follows:

New full-time employees with less than 1 year of service on January 1 are eligible for the following pro-rated vacation time as of January 1:

Hired the previous	Eligible on the following January 1
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

Employees with 1 full year of service or more as of January 1 are eligible for the following:

1 – 4 years:	80 Hours
5 – 12 years:	120 Hours
13 – 20 years:	160 Hours
21 + years:	200 Hours

When an employee's employment anniversary is achieved mid-year, the employee will be credited with the additional vacation credit in January of the year in which an anniversary falls.

Vacation must be used during the calendar year or it will be forfeited. On rare circumstances, it may be necessary for a person to carry over up to 40 hours of vacation to the next calendar year. This must be approved by the Department Head by December 15.

Vacation requires supervisor approval and may be taken in 4 or 8 hour increments.

PTO for 24-Hour Battalion Chiefs of the Fire Department
Due to the nature of the position and hours worked, Battalion Chiefs have a separate schedule.

Vacation PTO

1 year – 4 years:	144 hours (6 days)
5 – 12 years:	216 hours (9 days)
13 – 20 years:	288 hours (12 days)
21 +:	336 hours (14 days)

Discretionary PTO
New employees: Prorated (Battalion Chiefs are generally promoted from within)
Current employees: 96 hours (4 – 24 hour days)

3.6 Voluntary Short-term and Long-Term Disability / Family Medical Leave (FML)
Short and Long-Term disability Insurance is available on a voluntary basis to provide pay-continuation in the event of an extended illness. Family Medical Leave is available to qualified employees as well. FML and Short Term Disability run concurrent to each other. Active employees who go out on a disability may need to utilize available PTO. Once that PTO is exhausted, the employee will be unpaid during the disability. While Family Medical Leave protects an employee's position for 12 weeks, the City of Sheboygan will hold a person's employment status open for 26 weeks (6 months). Once an employee is out beyond 26 weeks, they will be placed on inactive employment status (active employment termination) and the position they hold may be forfeited, filled with another employee or a new employee may be hired. If the terminated employee receives a return to work authorization releasing him/her return to work, the employee may reapply for an open position, but there is no guarantee they will be able to return to their previous position and/or be offered a return to employment.

3.7 Voluntary Vision Insurance
Though eye exams are covered in the medical insurance plan, this insurance is available to help pay for the cost of glasses, contacts, and other vision products.

3.8 Voluntary Accident / Critical Illness Insurance
2014 is the first year this product has been introduced. UHC is the provider. This product is offered to cover hidden costs related to accidents and critical illnesses. This voluntary product is available to assist in expenses related to those hidden costs (cost of lost time from work, deductibles, copays, etc.).

3.9 Mileage
Mileage is paid to employees who use their personal vehicles to perform work-related activities. The City of Sheboygan reimburses at the IRS mileage rate.

3.10 Uniform Allowance
Employees who are required to wear special clothing or use special equipment for their work will receive an allowance as follows:

a) Uniform Allowance: $100 yearly
b) Safety Shoes/Boots/Equipment: $100 yearly
c) Glasses with safety lens / frame $ 50 once every two years

3.11 Overtime Pay
Employees working over 40 hours in a week are eligible to receive time and one-half pay for hours worked over 40. PTO time taken/paid does not count in the calculation of time worked for overtime pay purposes. With supervisor approval, employees may flex their time during the same workweek to maintain the 40 hour schedule.

3.12 Parking
City employees will receive employer paid parking, either a specific parking location or a parking lot. Paid parking is not available for Library employees.

3.13 Jury Duty

Employees who are subpoenaed and serve on jury duty on an involuntary basis on any days which are scheduled workdays for them shall be excused for the time spent in jury service and shall receive their regular rate of pay (no greater than 8 hours of pay for each full day served) for said time served on jury duty, not to exceed sixty (60) days per calendar year, subject to the following provisions:

(a) The employee must present proof of jury duty service, stating the dates and hours per day served on jury duty.
(b) The employee shall immediately endorse his/her check for such jury service over to the human resources/payroll department.
(c) When the employee is excused for jury service, the employee shall report back to work within one hour to complete his/her shift unless the employee choses to utilize paid time off for the absence.

3.14 Shift Premium

Employees whose normal work schedule is 2nd or 3rd shift will receive a shift premium of 35 cents per hour for 2nd shift and 45 cents per hour for 3rd shift. 1st shift employees who work up to 4 hours at the beginning or ending of their normal shift do not qualify for a shift premium if that overtime is an extension or continuation of their shift. If an employee left work and are called back to work or were called in greater than 4 hours prior to the start of their shift, that employee would qualify for a shift premium (i.e., a few extra hours either before or after a normal shift generally do not qualify for the shift premium as the primary schedule is first shift).

First shift is generally considered "day shift". The starting hour of first shift depends on the department a person works. An employee whose primary hours are in the afternoon and early evening is considered "2nd shift". An employee whose primary hours start in the late evening and continue throughout the early morning hours is considered to be on 3rd shift.

3.15 Wisconsin Retirement System (WRS)

Employment with the City of Sheboygan may qualify an employee to participate in the Wisconsin Retirement System. The 2014 WRS contribution rate for general class employees is 14% which is split 50/50 with the City of Sheboygan contributing one half (50%) of the contribution rate and the employee contributing the second half (non-rep protected service personnel may have a different rate. Please see HR if applicable).

3.16 Severance/Termination Pay at Retirement, Death, Layoff without Cause, and Termination

Employees leaving in good faith may qualify for a severance payout. In the event of an employee's retirement, resignation with notice, termination without cause or layoff, the employee qualifies for all unused vacation the year in which the employee becomes inactive. Upon death, the employee's beneficiary/estate will be issued a severance payout in accordance with state/federal requirements. Those who quit while a disciplinary action is being performed, are terminated for willful misconduct, or fail to provide 2 weeks resignation will not be eligible for a severance payout. Discretionary PTO cannot be included in the 2-week resignation notification and will not be paid out. The term "retirement" as used herein shall mean the employee must be retired under the Wisconsin Retirement System and has applied for and will be or is receiving monthly annuity payments immediately after the retirement date.

a) Vacation Severance
All earned and unused vacation a person became eligible for on January 1st of the year in which their employment is terminated will be paid out.

b) Sick Bank Account
Prior to January 1, 2012, employees were eligible to earn sick time and bank the time for future use. This paid time off eligibility discontinued as of January 1, 2012 (replaced with Discretionary PTO), but those who had earned time off were able to keep it and use it in the event of a disability. (Employees unable to return to work after the exhaustion of their sick bank account or after 6 months would lose their active employment status and their employment would be terminated.) A value of the bank was assigned by calculating the amount of hours earned by the hourly pay as of December 31, 2011. As employees received pay increases over time, the "value" of the bank remained the same, though the hours were adjusted based on any pay increases.

Upon a qualified retirement (WRS eligibility requirements), employees with a balance in their sick bank account are eligible to receive a portion of the account to either use towards the cost of post-employment medical insurance premiums or a cash payout of 50% of the maximum qualified value. The maximum eligible amount an employee "qualifies" for depends on the employee/union group the employee was part of as of December 31, 2011:

As of December 31, 2011 And Upon Retirement	Qualified Value Available For Retiree Medical or COBRA Med Insurance	Eligible Payout Value
Non-Rep Employees:	Up to 572/2 Sick Bank hours = Max Value	50% of Max Value
AFSCME (DPW) & City Hall:	Up to 672 Sick Bank hours = Max Value	50% of Max Value
Professionals:	Up to 640 Sick Bank Hours = Max Value	50% of Max Value

Example: DPW Employee/City Hall Employee
A long-term DPW employee decides to retire. He was hired in 1980 (employees hired before 1978 do not have their bank divided by 2). On December 31, 2011, this employee made $17.86 per hour and he had 972 hours in his Sick Bank. The value of his Sick Bank $17,359.92 as of December 31, 2011, and he has not used time from the bank since then. Upon actual retirement (WRS eligible, receiving an annuity), he has the ability receive a portion of that bank in one of two ways:

Option 1: ***Qualified Portion applied to COBRA medical insurance continuation***
The retiring employee may apply the qualified portion of his Sick Bank to apply towards the medical insurance election (COBRA). (This money is not available for dental or other COBRA benefits.) This employee's ***Qualified Max Value*** is 672/2 hours x $17.86 or $6,000.96.

Option 2: ***Qualified Portion 50% Payout***
The retiring employee may choose to receive a lump-sum payout equal to 50% of his ***qualified portion of the max value***. His *qualified* Maximum Value payout is $3,000.48.

c) Good Attendance Bonus
Tier I and II employees (non-rep employees as of December 31, 2011) may have earned a value based on their good attendance. Employees may use the value to pay for medical insurance premiums if the employee elects to remain on the City's medical insurance program. There is no cash payout of this value if the employee leaves the City's medical insurance plan. The value of the bonus will be based on the employee's base hourly rate as of December 31, 2011.

3.17 Post-Employment Health Insurance Plan / Surviving Spouse

Non-represented employees qualify for continuation of coverage in health and dental insurance. Due to the changes in benefits over time, some employees may have grandfathered benefits. For reference purposes, there are 3 classifications employees may fall into relating to post-employment health insurance:

Class / Tier I

WRS vested employees who, as of December 31, 2011, were retirement eligible but chose not to retire prior to December 31, 2011. Tier I employees will retain the benefit as-is; that is, these employees will be eligible to continue on the City's medical insurance upon retirement after December 31, 2011. As of December 31, 2011, Tier I employees achieved at least 15 years of service with the City of Sheboygan, with at least 5 years as a non-represented employee, and had reached retirement age according to WRS retirement eligibility (55 for non-protective services and age 50 for protected services) on or before December 31, 2011. In all categories, if spouse becomes Medicare eligible, Medicare must be primary:

Benefit:

Exempt Employee*:

Eligible to continue on the City's employees medical insurance plan for up to 10 years.
Single Continuation of Coverage: Paid 100% by the City
Family Continuation of Coverage: Paid 60% by the City

Non-Exempt Employee*:

Eligible to continue on the City's employees medical insurance plan for up to 5 years.
Single Continuation of Coverage: Paid 100% by the City
Family Continuation of Coverage: Paid 60% by the City

Class / Tier II

Non-represented employees as of December 31, 2011 (employee was not in a bargaining unit) who did **not** meet eligibility for retirement under WRS guidelines as of December 31, 2011. Upon retirement, providing an employee in this group achieves at least 15 years of service as a non-represented employee and retires from an exempt position, the employee is eligible to remain on the health insurance plan for 5 years post-retirement. A non-exempt employee who has been a non-rep for at least 15 years is eligible to remain on the health insurance plan for 2.5 years post-retirement. Premium payment in either situation is 50% City funded and 50% employee funded for either Single or Family coverage until either the retired employee or spouse becomes Medicare eligible.

Class / Tier III

All new employees hired on or after January 1, 2012, and employees hired before January 1, 2012 who were covered under an employment contract prior to January 1, 2012 are qualified for COBRA continuation of coverage. COBRA is available for 18 months following the last day of the month in which an employee retires or terminates employment.

Surviving Spouse

In the event an active employee dies, the surviving spouse may remain on the City of Sheboygan Health Insurance Plan. The spouse would be responsible for 100% of the premium contribution. In the case of death of a retired employee in Class I or Class II, the spouse would be eligible to continue on the City of Sheboygan health insurance plan until the spouse becomes eligible for health insurance through his/her own employer, by marriage, or becomes Medicare eligible. The surviving spouse would be responsible for the same premium contribution. In the case of death of a retired employee in Class III, the spouse may be eligible for an additional COBRA benefits, following federal guidelines.

1.0 **Purpose**

The purpose of this procedure is to describe the conditions under which an employee will be granted paid time off (PTO) for discretionary, vacation and sick day bank and conditions under which PTO time/pay may be forfeited.

2.0 **Scope**

This policy applies to all non-represented City of Sheboygan employees.

3.0 **Procedure**

The amount of paid time off an employee is eligible for is based on length of continuous service as of January 1 of each year and is granted as of January 1 of each year. Newly hired employees or those switching from part-time to full-time will be eligible for a prorated amount of PTO. Vacation PTO is earned in one year and available to be used the next year, which makes this benefit vested. Discretionary PTO is not a vested benefit. When calculating eligibility for Discretionary PTO, an employee's hire-date the previous year is used to calculate the eligibility as of January 1. Depending on an employee's start-date during the year, permanent, full-time employees may be eligible for a prorated amount of Discretionary PTO 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. The PTO Schedule on January 1 is as follows:

	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

When an employment anniversary "milestone" falls during the year (an employee's 5th, 13th, and 21st year of employment), the employee is credited for the anniversary on January 1 prior to the anniversary actually occurring (with the exception of new employees or returning employees with less than one year of service on January 1).

4.0 **Paid Time Off Categories**

There are 4 different types of PTO: Holiday, Vacation, Discretionary, and for some, Sick Bank

4.1 Holiday

This is not a vested benefit. Employees earn holiday pay when the holiday occurs, providing the employee is actively working (not on a leave of absence) when the holiday occurs. Full-time employees with a traditional weekly schedule (5 – 8 hour days) must use holiday pay in 8-hour (or the amount of time the part-time employee normally works) increments on the City designated holiday. This benefit is available to all full-time employees starting on the first day of employment. Non-represented employees with non-traditional schedules and part-time employees should see their supervisor regarding the application of this PTO relating to their schedule.

4.2 Vacation

This is a vested benefit. Time worked in one year earns vacation time the following year. The schedule of allowable vacation is prorated for new employees and those transferring from part-time to full-time status.

a) A full-time employee who has no leave of absence or missed work time the previous year will receive the full amount of vacation applicable with their years-of-service.
b) A full-time employee who missed work the previous year with a leave of absence may receive a reduced amount of vested paid time off, depending on the length of the leave. The amount of productive hours worked the previous year is used to calculate the eligible amount of VPTO.

c) Family Medical Leave: Time off for qualified FML hours may affect reduce the amount of eligible vacation the following year, but will not affect the employees start-date or years of credited service. This means the employee will be eligible for the schedule of benefits (number of hours based on their start-date), regardless of their time off while on FML. However, the vesting might be affected, depending on the length of time that employee is out on FML.

d) An employee transitioning from part-time in one calendar year to fulltime the next calendar year will have their vacation pro-rated using the actual hours worked (not including vacation, holiday or sick day pay) the previous year divided by 2080, the average hours worked by a full-time employee). Employees are eligible to use their vacation beginning on the first calendar day of the year. Those with less than one year of employment may be eligible for a prorated amount of vacation (see schedule below).

e) New full-time employees are eligible for the following pro-rated vacation time as of January 1:

Hired the previous	Eligible on the following January 1
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

f) Vacation must be used in either 4 or 8 hour increments. In the event the vacation balance is less than 4 hours, the remaining amount should be taken in one lump sum to deplete the account balance to zero.

4.3 Discretionary (DPTO)

Discretionary PTO is not a vested benefit. Regardless of an employee's tenure with the City, unused DPTO will not be paid out. In addition, although DPTO may be issued on January 1, it is earned by an employee through that employee's active employment at work ("productive hours"). Vacation taken during the month is counted as credit towards the month of work. Unpaid leave, unearned DPTO, or sick leave does not count towards credit. Each full month of active employment, the employee earns 10% of their eligible amount of DPTO, up to the maximum qualifying amount for that employee.

For example: If an employee is issued 80 hours of DPTO on January 1 but subsequently quits employment January 20, that employee would not be eligible for DPTO. If DPTO was taken prior to January 20, the amount paid would be removed from the employee's final pay check. If that employee terminates July 1, the employee would have completed 6 full months of active employment and would be eligible for 60% of their 80 hours of DPTO or 48 hours. If that employee only used 40 hours, the additional 8 hours is forfeited. If that employee used 80 hours, 32 hours would need to be held from that employee's final pay check.

a) Full-time employees with greater than one year of full-time service as of January 1 are eligible for 80 hours of DPTO. Part-time employees will be eligible for a prorated amount of discretionary time as of January 1, whether they continue their part-time position or transition to full-time. Those who transition to full-time will receive the greater amount of either their pro-rated discretionary time or the prorated schedule below. New full-time employees may be eligible for a prorated amount of DPTO during their first year of employment upon completion of 90 days of continuous employment (see schedule below).

Hired	Eligible after 3 months	Eligible the following January 1
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) will be issued on day 91 of employment, not on January 1 following date of hire*

b) Discretionary PTO may be used in hourly or daily increments (whole hours only).

4.4 Sick Bank

Prior to 2012, some employees earned sick time to use in the future. This benefit was discontinued as of December 31, 2011. However, employees with a remaining benefit were given a "Sick Day Bank" account; hours earned in previous years were converted to a dollar amount which may be used as follows:

a) Employee with qualified "Disability" (doctor certified)

1. If employee elected STD (Short Term Disability), Vacation or Discretionary PTO use is not required. Employee may use Sick Bank immediately and throughout the continued time off on disability. Sick Bank must be exhausted prior to STD insurance payments beginning.*

2. If an employee did not elect STD, all DPTO and all but 80 hours VPTO must be used before taking Sick Bank. If the employee's disability also qualifies for Family Medical Leave (FML), since the first 2 weeks are considered Wisconsin FML, the employee has the right to choose their sick day banked time for the first 2 two weeks. After 2 weeks, Federal FML starts and the City then reverts to the rule listed above in that all DPTO and all but 80 hours of VPTO should be used before the employee returns to the use of their Sick Bank.

   * When employee has the choice to take Sick Bank or their current year vacation and DPTO, it is recommended that the employee use all available PTO time first, as neither VAC or DISC can be carried into the next calendar year if the employee has a "chance" to use their PTO. Therefore, employees are encouraged to use PTO or risk forfeiting it.

b) Employees who have minor (non-qualified) sicknesses

1. If an employee calls in for a single day absence (employee has the flu, for example), that employee must use any available VPTO or DPTO. Once a person utilized all their PTO, if there is remaining time in the Sick Bank, the employee may begin to use that time for single day absences for minor sicknesses such as the flu. Absences of 3 days or greater may require a physician's excuse, documenting the reason for the absence, and may also require a completed Return To Work slip from the treating physician.

2. Time taken towards Sick Bank must be in 4 or 8 hour increments and requires supervisor notification at least 15 minutes or greater in advance or the absence is subject to not be approved. On rare occasion, prescheduled absences in 1 hour increments may be approved for appointments that are scheduled at the start or end of an employee's shift, again requiring supervisor approval.

3. Sick Bank upon retirement

   If the employee retires, he/she may use their qualified dollar amount in their sick bank account to apply to their eligible post-employment retirement medical insurance or COBRA medical insurance costs. To determine the qualified value upon retirement, see policy HR-101. The employee may also chose not to continue on the medical insurance and be eligible to receive a one-time payment equal to 50% of their qualifying calculation. This payment is not eligible for WRS contributions; applicable payroll taxes will apply.

4.5 Scheduling PTO

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 area.

5.0 Management Discretion

There are times that management may need to recruit candidates with greater experience and/or skills. If necessary, modifications to this PTO schedule may be offered for recruitment purposes. Any deviations to the schedule listed above require approval of the respective Department Head and the Director of Human Resources & Labor Relations.

6.0 Forfeiture of PTO will occur in the following situations

6.1 Voluntary Resignation - an employee who resigns in good faith (provides 80 hours/two-week notice) shall receive payment only for the unused portion of the vacation they became eligible for on January 1st of the year of the resignation.

6.2 Retirement or Death – employees (or survivors in the case of death) shall receive payment only for the unused portion of the vacation they became eligible for on January 1st.

6.3 Termination for Cause – employees who are terminated for cause are entitled to payment only for the unused portion of the vacation they became eligible for on January 1st in the year in which the termination occurred.

6.4 Reduction in Workforce - employees who are terminated due to a reduction in workforce are entitled to payment for the unused portion of the vacation they became eligible for on January 1st in the year in which the reduction in workforce occurred.

6.5 Year-End Forfeitures – all vacation and discretionary days are a use-it or lose-it benefit. However, in the rare chance an employee is not able to use all of his/her vacation, the employee's supervisor may request a carryover of a maximum of forty (40) hours. The head of each department and the Director of Human Resources & Labor Relations must approve the carryover hours no later than December 15th. Payment in lieu of vacation is not permissible.

6.6 Discretionary PTO not used at time of employment termination is forfeited. In addition, it cannot be used during the two-week required notice time.

VI

R. C. No. ____ - 14 - 15. By FINANCE. January 19, 2015.

Your Committee to whom was referred R. O. No. 211-14-15 by the City Clerk submitting a claim from Joel Brunnbauer for alleged damages to his truck when DPW workers were grinding the brush pile at the drop off site and debris flew out and hit his truck; recommends that the document be placed on file and to pay the claim in the amount of $541.80.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.7

R. O. No. 211 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a claim from Joel Brunnbauer for alleged damages to his truck when DPW workers were grinding the brush pile at the drop off site and debris flew out and hit his truck.

Finance
541.80

pay claim

Susan Richards
City Clerk

DATE RECEIVED 12-19-14

RECEIVED BY LS Schroeder

CLAIM NO. 26-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

DEC 19 '14 PM 1:38

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.

TO CITY OF SHEBOYGAN

1. Name of Claimant: JOEL BRUNNBAUER
2. Home address of Claimant: 708 N. EVANS ST.
3. Home phone number: 912-5193
4. Business address and phone number of Claimant: 2026 NEW JERSEY AVE 459-3454
5. When did damage or injury occur? (date, time of day) 12/11/14 10:30 AM - 3:15 P.M.
6. Where did damage or injury occur? (give full description) DPW PARKING LOT
7. How did damage or injury occur? (give full description) PEOPLE WERE GRINDING THE BRUSH PILE AT THE DROP OFF, DEBRIS FLEW OUT. CHIPPER WAS SET UP VERY CLOSE TO PARKING LOT. I HAVE PICTURES + VIDEO, MANAGE TOOK PICS ALSO. CHIPPER HAS NEVER BEEN SET UP IN THAT SPOT BEFORE.
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 3 DENTS & CHIPS ON L.R. DOOR OF BRAND NEW TRUCK -

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

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

Auto: $ 541.80

Property: $ _____

Personal injury: $ _____

Other: (Specify below $ _____

TOTAL

Damaged vehicle (if applicable)

Make: GMC Model: SIERRA Year: 2014 Mileage: 1,053

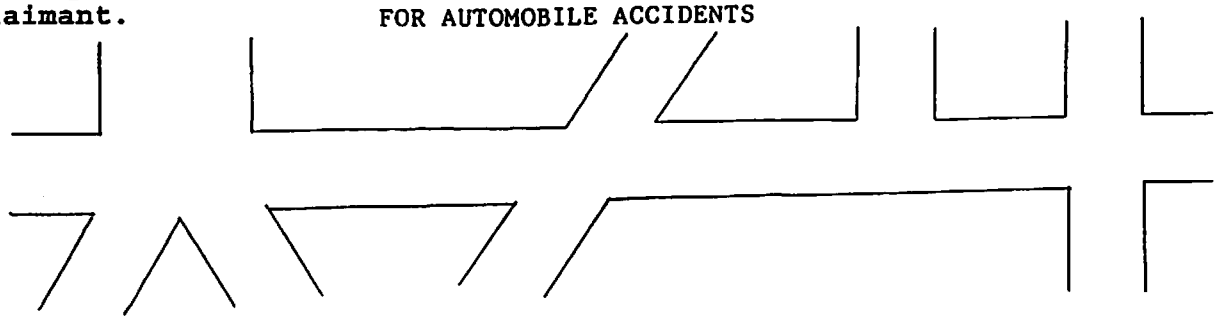
Names and addresses of witnesses, doctors and hospitals: _____

JOEL KOLSTE, RICK NEY, KEVIN KUESTER, CHRIS PETERSON

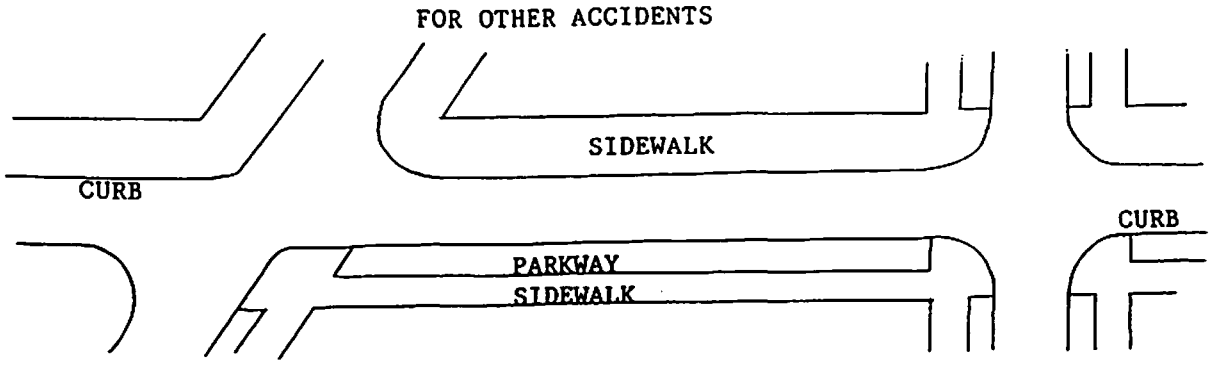
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: _____ Date: 12/19/14

DATE RECEIVED 12-19-14

RECEIVED BY LS Schroeder

CLAIM NO. 26-14

DEC 19 '14 PM 1:33

CLAIM

Claimant's Name: JOEL BRUNNBAUER

Claimant's Address: 708 N. EVANS ST.
SHEBOYGAN, WI.

Claimant's Phone No. 920. 912-5193

Auto	$ 541.80
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	

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 $_____.

SIGNED: [signature] DATE: 12/19/14

ADDRESS: 708 N. EVANS ST.
SHEBOYGAN, WI.

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLIAC INC
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

***** PRELIMINARY ESTIMATE *****

12/17/2014 04:11 PM

Owner

Owner: JOEL BRUNNBAUER
Address: 708 N. EVANS ST.
City State Zip: Sheboygan, WI 53081
Work/Day: (920)912-5193
FAX:

Inspection

Inspection Date: 12/17/2014 04:10 PM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Primary Impact: Left Side
Inspection Type:
Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x
Secondary Impact:

Appraiser Name: PATRICK KARBE
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: Sheboygan, WI 53081
Email: collisioncenter@sheboyganauto.com
Appraiser License # :
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Remarks

ORIGINAL / INITIAL ESTIMATE:

Vehicle

2014 GMC Sierra K1500 SLE 4 DR Ext Cab Short Bed
8cyl Gasoline 5.3 FLEX
6-Speed Automatic

Lic.Plate: 239430
Lic Expire:
Prod Date: 09/2014
Veh Insp# :
Condition:
Ext. Color: BLACK
Ext. Refinish: Two-Stage
Ext. Paint Code: GBA,41
Lic State: WI
VIN: 1GTV2UEC7EZ416236
Mileage: 1,088
Mileage Type: Actual
Code: U7896G
Int. Color: Jet Black
Int. Refinish: Two-Stage
Int. Trim Code: H0U

Options - ***AudaVIN Information Received***

18 Inch Alloy Wheels	1st Row LCD Monitor(s)	2nd Row Head Airbags
4-Wheel Drive	AM/FM CD Player	Air Conditioning
Alarm System	Anti-Lock Brakes	Auto Headlamp Control
Auto Locking Hubs (4WD)	Auxiliary Audio Input	Bed Rails
Bodyside Moldings	Cargo Lamp	Carpeting
Chrome Bumper(s)	Chrome Grille	Chrome Step Bumper
Cruise Control	Daytime Running Lights	Driver Information Sys
Dual Airbags	***Dual Zone Auto A/C***	Electronic Transfer Case
Emergency S.O.S. System	Floor Mats	***Fog Lights***
Full Size Spare Tire	***Garage Door Opener***	Head Airbags
Heated Power Mirrors	Heavy Duty Battery	***Heavy Duty Cooling***
Heavy Duty Suspension	High Definition Radio	Hinged Fourth Door
Hinged Third Door	Illuminated Visor Mirror	Intermittent Wipers
Keyless Entry System	Leather Steering Wheel	Lighted Entry System
Locking Differential	MP3 Player	OnStar System
Overhead Console	Power Brakes	Power Door Locks
Power Drivers Seat	Power Steering	Power Windows
Privacy Glass	Projector Beam Headlamps	***Pwr Accessory Outlet(s)***
Rear View Camera	***Rear Window Defroster***	***Remote Starter***
Side Airbags	SiriusXM Satellite Radio	Split Folding Rear Seat
Split Front Bench Seat	Stability Cntrl Suspensn	Strg Wheel Radio Control
Tachometer	Tilt Steering Wheel	Tinted Glass
Tire Pressure Monitor	Tow Hooks	Traction Control System
Trailer Brake	***Trailer Hitch***	USB Audio Input(s)
Velour/Cloth Seats	Wireless Audio Streaming	Wireless Phone Connect

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	RI	437		Mldg,Rear Door Lower LT	R & I Assembly				0.2	SM
Rear Doors										
2	I	289		Pnl,Rear Door Outer LT	Repair				1.5*	SM
3	L	289	13	Pnl,Rear Door Outer LT	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
4	RI	329		Mldg,Rear Door Belt L/R	R & I Assembly				0.2	SM
5	RI	309		Handle,RR Door Outer LT	R & I Assembly				0.6	SM
Manual Entries										
6	L			Cover Car Exterior	Refinish	$5.00*				SM
7	SB			Hazardous Waste	Sublet Repair	$3.00*				RF*
8	L			Corrosion.Protection	Refinish	$10.00*			0.2*	SM
8	Items									

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts	$15.00	
Paint Materials	$133.20	
Parts & Material Total		$148.20

Tax on Parts & Material		@ 5.000%			$7.41

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$57.00	1.2	1.5	2.7	$153.90
Mech/Elec (ME)	$97.00				
Frame (FR)	$67.00				
Refinish (RF)	$57.00	3.7		3.7	$210.90
Paint Materials	$36.00				

Labor Total		6.4 Hours	$364.80
Tax on Labor	@ 5.000%	$18.24	
Sublet Repairs		$3.00	
Tax on Sublet	@ 5.000%	$0.15	
Gross Total			**$541.80**
Net Total			**$541.80**

Alternate Parts C/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
Recycled Parts NOT REQUESTED

Audatex Estimating 7.0.334 ES 12/17/2014 04:15 PM REL 7.0.334 DT 11/01/2014 DB 12/15/2014

1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

***** PRELIMINARY ESTIMATE *****

12/18/2014 05:37 PM

Owner

Owner: JOE BRUNNBAUER
Address: 708 N. EVANS ST.
City State Zip: Sheboygan, WI 53081
Email: harleyjoe@charter.net
Work/Day: (920)912-5193
FAX:

Inspection

Inspection Date: 12/17/2014 05:36 PM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Left Rear Side
Driveable: Yes
Inspection Type: Drive In
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Secondary Impact:
Rental Assisted:

Appraiser Name: PHIL BLACK
Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:
Days To Repair: 3

Vehicle

2014 GMC Sierra K1500 SLE 4 DR Ext Cab Short Bed
8cyl Gasoline 5.3 FLEX
6-Speed Automatic

Lic.Plate: 239430
Lic Expire:
Prod Date: 09/2014
Veh Insp# :
Condition:
Ext. Color: BLACK
Ext. Refinish: Two-Stage
Ext. Paint Code: 8555
Lic State: WI
VIN: 1GTV2UEC7EZ416236
Mileage: 1,084
Mileage Type: Actual
Code: U7896G
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

1st Row LCD Monitor(s)	2nd Row Head Airbags	4-Wheel Drive
AM/FM CD Player	Air Conditioning	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Headlamp Control
Auto Locking Hubs (4WD)	Auxiliary Audio Input	Bed Rails
Bodyside Moldings	Cargo Lamp	Carpeting
Chrome Bumper(s)	Chrome Grille	Chrome Step Bumper
Cruise Control	Daytime Running Lights	Driver Information Sys

Dual Airbags	Electronic Transfer Case	Emergency S.O.S. System
Floor Mats	Full Size Spare Tire	Head Airbags
Heated Power Mirrors	Heavy Duty Battery	Heavy Duty Suspension
High Definition Radio	Hinged Fourth Door	Hinged Third Door
Illuminated Visor Mirror	Intermittent Wipers	Keyless Entry System
Leather Steering Wheel	Lighted Entry System	Locking Differential
MP3 Player	OnStar System	Overhead Console
Power Brakes	Power Door Locks	Power Steering
Power Windows	Privacy Glass	Projector Beam Headlamps
Rear View Camera	Side Airbags	SiriusXM Satellite Radio
Split Folding Rear Seat	Split Front Bench Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Tilt Steering Wheel
Tinted Glass	Tire Pressure Monitor	Tow Hooks
Traction Control System	USB Audio Input(s)	Velour/Cloth Seats
Wireless Audio Streaming	Wireless Phone Connect	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	E	313		Mldg,Rear Door Lower LT	22775453 GM Part	$65.73			0.2	SM
2	L	313		Mldg,Rear Door Lower LT	Refinish				0.5	RF
					0.4 Surface					
					0.1 Two-stage					
Rear Doors										
3	I	289		Pnl,Rear Door Outer LT	Repair				1.5*	SM
4	L	289	13	Pnl,Rear Door Outer LT	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
5	RI	382		Mldg,Rear Door GarnishL/F	R & I Assembly				INC	SM
6	RI	329		Mldg,Rear Door Belt L/R	R & I Assembly				0.2	SM
7	RI	311		Pnl,Inner Door Trim LT	R & I Assembly				INC	SM
8	RI	299		Glass,Rear Door T LT	R & I Assembly				1.3	SM
9	RI	321		Channel,Rear Glass Run LT	R & I Assembly				0.2	SM
10	RI	309		Handle,RR Door Outer LT	R & I Assembly				0.2	SM
Manual Entries										
11	L	M14		Corrosion Protection	Refinish				0.2*	RF
12	EC			Cover car exterior	Replace Economy	$5.00*			0.2*	SM
13	N			De-Nib and polish	Additional Labor				0.5*	SM*
14	N			Hazad, waste	Additional Labor	$5.00*				SM

14 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$65.73	
Other Parts		$10.00	
Paint Materials		$158.40	
Parts & Material Total			$234.13
Tax on Parts & Material	@ 5.000%		$11.71

Labor	Rate	Repair Hrs	Total Hrs

		Replace Hrs			
[illegible])	[illegible]	2.3	2.0	4.3	$249.40
Mech/Elec (ME)	$75.00				
Frame (FR)	$70.00				
Refinish (RF)	$58.00	4.4		4.4	$255.20
Paint Materials	[illegible]				

Labor Total			8.7 Hours	$504.60
Tax on Labor	@ 5.000%		$25.23	
Gross Total				**$775.67**
Net Total				**$775.67**

Alternate Parts C/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
S[illegible]

Audatex Estimating 7.0.334 ES 12/18/2014 05:42 PM REL 7.0.334 DT 11/01/2014 DB 12/15/2014

1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, [illegible] DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
[illegible]	[illegible]	[illegible]
TE = Partial Replace Price	PM = Replace PXN Reman/Rebilt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	[illegible]
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

VI

R. C. No. ____ - 14 - 15. By FINANCE. January 19, 2015.

Your Committee to whom was referred R. O. No. 212-14-15 by the City Clerk submitting a claim from Chong Yang for alleged damages to his door into his apartment when police or firemen forced entry when they could not get into the apartment; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.8

R. O. No. 212 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a claim from Chong Yang for alleged damages to his door into his apartment when police or fireman forced entry when they could not get into the apartment.

Finance
deny

Susan Richards
City Clerk

DATE RECEIVED 12-19-14

RECEIVED BY CBL

CLAIM NO. 25-14

DEC 19 '14 PM 1:34

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

DEC 19 '14 PM 1:34

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.

TO CITY OF SHEBOYGAN

1. Name of Claimant: Chong Yang - N6171 Shady Brook Lane
2. Home address of Claimant: 916 Ontario Ave - renter 53083
3. Home phone number: 920-207-7061
4. Business address and phone number of Claimant: NA
5. When did damage or injury occur? (date, time of day) 10/19/14
6. Where did damage or injury occur? (give full description) officer broken entrance door.
7. How did damage or injury occur? (give full description) officer OR fire man force entry into 916 ontario apartment when they could not get in by breaking, pushing, etc. and door broken, key, lock damaged.
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: see sheboygan police Report.

   (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").

Entry door was damaged. It needs to be replaced including Labor.

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

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

Auto:		$
Property:		$ 717
Personal injury:		$
Other: (Specify below	Labor	$ 90
	TOTAL	807.00

Damaged vehicle (if applicable)

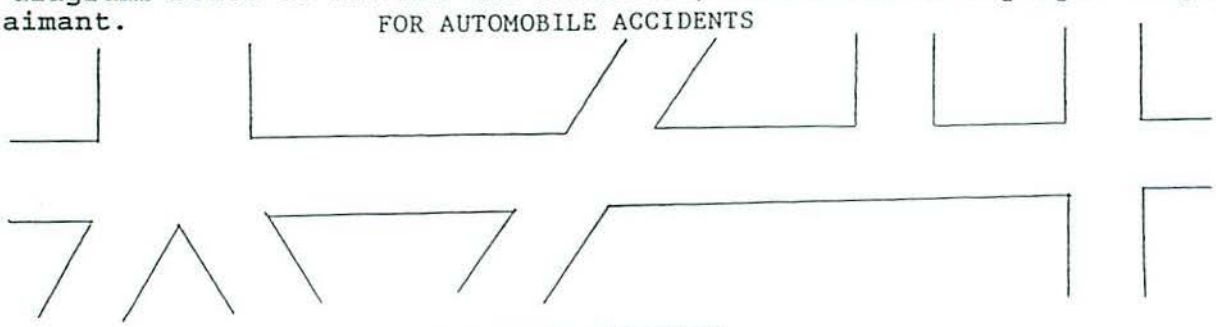
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

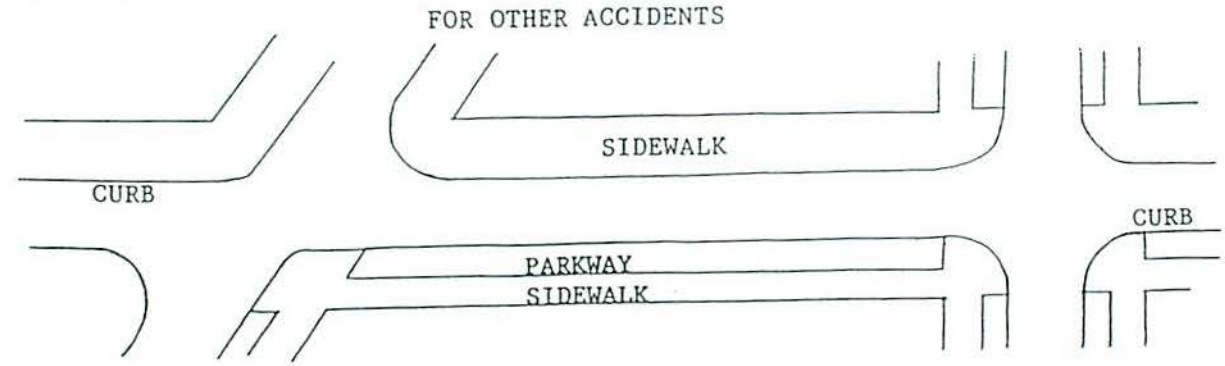
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Chong Yang Date: 12-9-14

DATE RECEIVED 12-19-14

RECEIVED BY CBL

CLAIM NO. 25-14

CLAIM

Claimant's Name: Chong Yang

Claimant's Address: 916 Ontario Ave

Claimant's Phone No. 209 355-9847

DEC 19 '14 PM 1:34

Auto		$
Property	717 LX	$ 807.00
Personal Injury		$
Other (Specify below)	Labor	$ 90
TOTAL	807.00	

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 $ 807.00

SIGNED: Chong Yang DATE: 12-9-14

ADDRESS: 916 Ontario Ave
Sheboygan WI 53801

Customer Information		Store Information	
Name:	LEE XIONG	KOHLER	
Address:	N6171 SHADY BROOK LN SHEBOYGAN, WI 53083	4025 HIGHWAY 28 KOHLER, WI 53044	
Primary Phone:	920-889-3110	Store Number:	492
Secondary Phone:		Customer Agreement #	197619
		Associate:	JOSHUA

Line #	Product Description	Qty	Unit Price	Total
100-1	Entry Stile and Rail Doors Slab Only Slab Only Right Inswing 35.75 x 83 Call Width = 36 Call Height = 84 Include Lockset = No Door Bore = Double Bore Bore Backset = 2 3/8" Lockset Bore Position = 48" Dead Bolt Bore Position = 5 1/2" Bore Diameter = 2 1/8" Hinge Prep = 3-Hinge Prep Hinges Included = No Hinge Size = 4" x 4" Hinge Radius = 5/8" Radius / Square First Hinge Position = 6 3/4" Second Hinge Position = 38" Third Hinge Position = 69 1/4" Room Location = Foyer/Entry SKU = 916394 Vendor Name = S/O JELD-WEN DOOR SYSTMS Vendor Number = 60075920 Manufacturer = JELD-WEN, Grinnell (DI) Customer Service = 1.800.246.9131 Catalog Version Date = 10/15/2014 Reorder = No Building Code = Non-Certified Overhang Flyer = No Unit Type = Slab Only Handing & Swing = Right Inswing Unit Spec = All Products Door Type = Panel Doors Door Thickness = 1 3/4" Door Wood Species = Fir Door Design Stile & Rail = 6-Panel Door Stile & Rail Panel Thickness = 3/4" Single Hip Raised Panel Door Stile & Rail Mouldings = None Door Order Method = Store Delivery	1	$682.57	$682.57

JELD-WEN Entry Doors

Hinges will be placed to your measurements

Tax 34

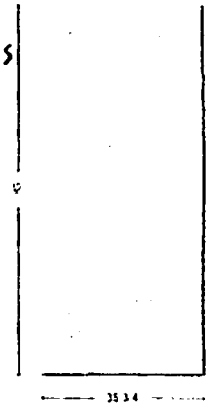
Stock would be about $200 and would have to build down existing ope

Line #	Product Description	Qty	Unit Price	Total Price
200-1	*** Product ***	1	$368.00	$368.00

Feather River

Standard Entry Doors Entry Door 35.75 x 83
*** Dimensions ***
Nominal Width = 36"
Nominal Height = 84"
Width = 35.75
Height = 83
*** General Door Options ***
Door Type = Oak Woodgrain
Door Swing/Handing = Right Hand Inswing
*** Door Slab Options ***
Slab Type = Panel
Slab Style = 6-Panel
Door Finish Type = Unfinished Tan Oak
*** Hardware Options ***
Hardware-Bore = Double Bore
Hardware-Backset = 2-3/8"
Hardware-Deadbolt Bore Diameter = 2-1/8"
Hardware-Peepsite Prep = Yes
Hardware-Mailslot Prep = No
*** Reorder/Replacement ***
Reorder/Replacement = No
*** Additional Order Information ***
Room Location = Custom
Custom Room Location = 0
*** Vendor Information ***
Height Code = 84
Width Code = 36
Glass Code = PNL
Configuration = 7D
Style = 1A
Sidelite Code = 9E
Model Number = ERROR-Unavailable
Region = Standard
*** SKU ***
SKU = 806449
Vendor Number = 60065428
Customer Service = 800-375-8120
WarrantyInfo = FR-Exterior-Warranty.png
Catalog Version Date = 11/07/2014

Hinges will be placed to feather River specs so might not line up with existing



Quote Summary:

Line #	Item Summary	Price	Qty	Total Price
100-1	Entry Stile and Rail Doors Slab Only 35.75 x 83	$682.57	1	$682.57
200-1	Standard Entry Doors Entry Door 35.75 x 83	$368.00	1	$368.00
			Pre-tax Customer Price:	**$1,050.57**

* waiting for Menards to call.

MENARDS®
Your Official Home Super Center for The 21st Century!

JIM MARKOVITCH, Manager

Tom Steinbeiseker,
1st Assistant Manager

Store # 3247 Sheboygan

Millwork Department
4825 Vanguard Drive
Sheboygan, WI 53083

Phone 920-565-5444
Fax 920-565-3186

To: Customer Service

Company: Badger Corrugated

From: Tom

Subject: Lee Xiong (920) 889 - 3110

Date: _____ Time: _____ # of Pages _____

Message: Please Quote List Price;
Tru-Tec Flush Stainable Oak Grain
Fiberglass Door only 36" x 83½"
custom Bore and Mortise RH Inswing

Please respond to this message in a timely manner! Thank you!

Respond via: Fax: Phone: No Reply Needed:

VI

R. C. No. ____ - 14 - 15. By FINANCE. January 19, 2015.

Your Committee to whom was referred R. C. No. 350-13-14 by Finance and R. O. No. 245-12-13 by the City Clerk submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel; recommends that R. O. No. 245-12-13 be placed on file.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.6

R. O. No. 245- 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel.

Frozen
new C.C.

File

Susan Richards
City Clerk

DATE RECEIVED 1-14-13

RECEIVED BY LS Schroeder

CLAIM NO. 26-12

P.3

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.

TO CITY OF SHEBOYGAN

1. Name of Claimant: CLIFFORD D. EHRENREICH
2. Home address of Claimant: P.O. BOX 731, SHEBOYGAN, WI 53082
3. Home phone number: 920.452.2504
4. Business address and phone number of Claimant: (SEE ABOVE)
5. When did damage or injury occur? (date, time of day) 9.15.12 / 9.16.12 (10 P.M. TO 2 A.M.)
6. Where did damage or injury occur? (give full description) AT THE ENDZONE, (SIDEWALK AREA) 904 INDIANA AVE., SHEBOYGAN, WI
7. How did damage or injury occur? (give full description) DUE TO EXCESSIVE FORCE RESULTING FROM MISUNDERSTANDING WITH POLICE / ENDZONE PERSONNEL. [PLEASE SEE ATTACHED SHEETS P.1 & P.2]
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: SHEBOYGAN POLICE OFFICER(S) / OTHERS
   (b) Claimant's statement of the basis of such liability: DUE TO PHOTOGRAPHIC, MEDICAL EVIDENCE / INJURIES. [PLEASE SEE ATTACHED SHEETS.]
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: THE ENDZONE / SIDEWALK AREA.
   (b) Claimant's statement of basis for such liability: PLEASE SEE ATTACHED SHEETS. [P.1, P.2, MORE]

CC: ATTY'S OFFICE, JIM AMODEO, CHIEF DOMOGALSKI, LAURIE SUHRKE

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"). P.4

HEAD, ARMS, LEG, (BACK, SHOULDER) INJURIES, CONTUSIONS, HEMOTOMA, BROKEN WRIST (SCAPHOID) AND STITCHES. [PLEASE SEE ATTACHED SHEETS, P.1, P.2, MORE.]

11. Name and address of any other person injured: N.A.

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

Auto: $

Property: $ (AMOUNTS ACCRUING)

Personal injury: $ x - PENDING

Other: (Specify below $

Total x

Damaged vehicle (if applicable)

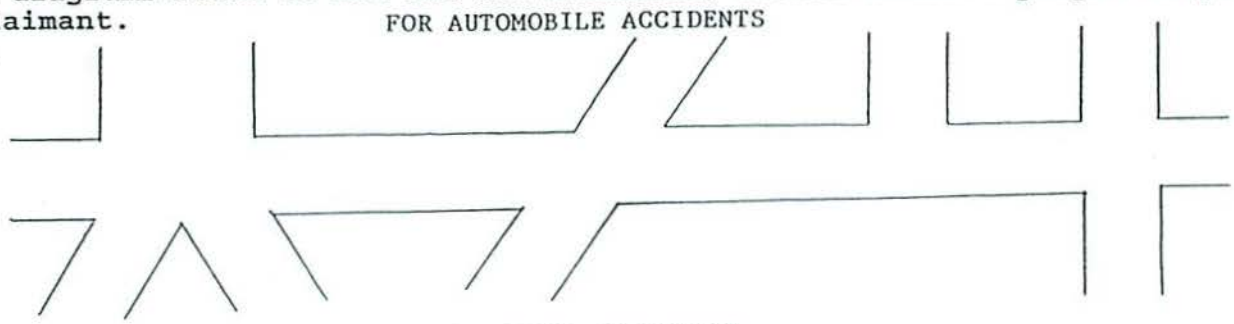
Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

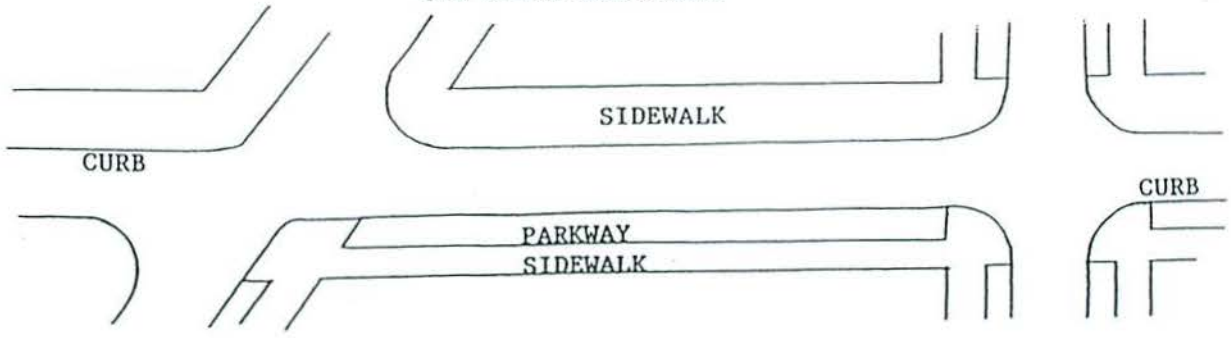
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Clifford Ehrenreich Date: 1/10/13

DATE RECEIVED 1-14-13

RECEIVED BY LS Schroeder

CLAIM NO. 26-12

P.5

CLAIM

Claimant's Name: CLIFF D. EHRENREICH

Claimant's Address: P.O. BOX 731
SHEBOYGAN, WI 53082

Claimant's Phone No. 920·452·2504
<OR> 920·698·1381

Auto $

Property $

Personal Injury $

[PENDING]

Other (Specify below) $

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 $_____. * PENDING.

*=ALL DAMAGES ASSOCIATED WITH THE INJURIES WHICH ALSO INCLUDE THOSE ASSOCIATED WITH THE GATHERING OF EVIDENCE, COPIES, EXCULPATORY, MEDICAL, LEGAL, OTHER. CLAIM FOR RELIEF IS STILL ACCRUING, PENDING,

SIGNED: Cliff Ehrenreich

DATE: 1·10·13

ADDRESS: P.O. BOX 731, SHEBOYGAN, WI 53082

P. 1

Wisconsin Department of Justice
DJ-LS-25 (Rev. 2/11)

TO: CITY CLERK SHEBOYGAN (P.2)

STATE OF WISCONSIN
NOTICE OF INJURY AND CLAIM
Pursuant to Wis. Stat. Section 893.82

This notice must be served upon the Attorney General by certified mail within 120 days of the event giving rise to the claim for such injury, damage or death at 114 East, State Capitol, Madison, Wisconsin 53707-7857.

Claimant's Name CUFF D. EHRENREICH	
Address P.O. BOX 731, SHEBOYGAN, WI 53082	Phone 920·452·2504
Time and Date of Occurrence 9·15·12 / 9·16·12 [BETWEEN 10PM, TO 2AM.]	Location IN FRONT OF ENDZONE [SIDEWALK AREA] 904 INDIANA AVE., SHEBOYGAN, WI

Statement of Circumstances Giving Rise to the Claim for Such Injury, Damage or Death and Names of Persons Involved, Including Name(s) of State Officer(s), Agent(s) or Employee(s).

ON THE ABOVE INDICATED TIME, DATE, AND PLACE, I WAS PUSHED & ASSAULTED SEVERAL TIMES. THIS OCCURED AS A RESULT OF A MISUNDERSTANDING AND RESULTING ACTION ON THE PART OF THE BAR OWNER (PAT) OF THE ESTABLISHMENT AND THE SHEBOYGAN POLICE DEPARTMENT. THE OFFICERS, MENTIONED IN THE POLICE REPORT, PRESENT AT THE TIME OF INCIDENT WERE BRANDON KEHOE, M. STELTER, AND RYAN WALLOCH. AS A RESULT OF THIS, I HAD SUSTAINED A BROKEN WRIST (SCAPHOID), SEVERE HEAD LACERATIONS (AT LEAST 7 STITCHES REQ'D. DOWN TO SKULL), HEMOTOMA (BRAIN BLOOD CLOT), AND MULTIPLE CONTUSIONS OVER ARMS, LEGS, AND HEAD. THESE INJURIES RESULTED IN SURGERY. AT THE TIME OF THIS, THERE IS (BACK, SHOULDER, OTHERS ALSO) * [OVER - P.2] →

(If additional space is needed, continue on backside of this notice form.)

* NOTE: → [ALSO SEE ATTACHED SHEETS.]

I certify that the above-described injury, damage or death actually occurred, that I have read the above foregoing notice of injury and claim, and that the same is true to my own knowledge except as to those matters stated upon information and belief and as to those matters, I believe the same to be true.

Date: 1·10·13

Signature of Claimant

Subscribed and sworn to before me

this _____ day of _____, 20____.

Notary Public, State of Wisconsin

My Commission: _____

PHOTOGRAPHIC AND MEDICAL DOCUMENTATION AND OTHER EVIDENCE.

AT THE TIME OF THIS WRITING I STILL HAVE NOT ATTAINED FULL USE OF THE HAND. I HAVE INCURRED HUGE EXPENSES AND TOTALLY LOST MY INCOME AT THIS TIME. I'VE SUFFERED IMMENSE PERSONAL INJURY AND POSSIBLY MAY NEVER REGAIN FULL EMPLOYMENT AGAIN. REPORTS FILED BY POLICE CONTAIN SOME ERRONEOUS INFORMATION WHICH WILL LIKELY ALSO AFFECT MY FUTURE NEGATIVELY. UNDER ACTION 1983, I'M FILING THIS NOTICE OF CLAIM AS A RESULT TO:

SHEBOYGAN CITY CLERK
ROOM 100
828 CENTER AVE.
SHEBOYGAN, WI 53081

THANK YOU FOR YOUR ATTENTION TO THIS MATTER.

SINCERELY,

CLIFF D. EHRENREICH

PHOTOGRAPHIC AND MEDICAL DOCUMENTATION AND OTHER EVIDE

AT THE TIME OF THIS WRITING I STILL HAVE NOT ATTAINED FULL USE OF THE HAND. I HAVE INCURRED HUGE EXPENSES AND TOTALLY LOST MY INCOME AT THIS TIME. I'VE SUFFERED IMMENSE PERSONAL INJURY AND POSSIBLY MAY NEVER REGAIN FULL EMPLOYMENT AGAIN. REPORTS FILED BY POLICE CONTAIN SOME ERRONEOUS INFORMATION WHICH WILL LIKELY ALSO AFFECT MY FUTURE NEGATIVELY. UNDER ACTION 1983, I'M FILING THIS NOTICE OF CLAIM AS A RESULT TO:

SHEBOYGAN CITY CLERK
ROOM 100
828 CENTER AVE,
SHEBOYGAN, WI 53081

THANK YOU FOR YOUR ATTENTION TO THIS MATTER,

SINCERELY,

CLIFF D. EHRENREICH

6497

APS Cassette No. / Twin Check

Sign up at Walgreens.com/email for special photo deals and coupons!

1000

Ehrenreich, Carol 514285
(920)452-2504

1HR - 2 Sets of 35mm 4x6 Glossy 24 exp
1HR

09/17/12 02:26 PM Store #6570
ARDITH

PICKUP TIME: 09/17/12 03:44 PM

4 90015142850

ONE HOUR

$13.98
48

Photo date: 9/17/12 Monday

Film #514739 9/19/12

Wednesday 9/19/12

Photo 9/19/12 After appointment with Dr. DeRoos, Orthopedic. Note soft cast; blood matted hair.

Photo Date:
9/16/12 Sunday
8:30 am

forehead- stitched laceration, abrasions, contusions, left scaphoid wrist fracture in soft cast, blood soaked shirt, bloodmatted hair, egg bump, etc left brain hematoma

Leg abrasions.

pg #1

9/16/12 Sunday 8:30 am
blood soaked shirt, blood matted hair, 7 stitches to forehead laceration, scaphoid left wrist fracture, etc.

cliff's blood exterior Sidewalk at The End Zone Sports Bar

Incident on 9/15/12 around 11 pm - 11:30pm assault by Sheboygan Police Officer

Film #514244

9/16/12 9am Photo of Cliff's parallel parked car.

#2

Photo date 9/16/12 9am Sunday / Cliff's blood on sidewalk next to exterior wall of End Zone where incident occurred on 9/15/12 (Saturday) about midnight or 11:30pm approximately.

PJ #6

same day pickup Create assorted ... pick them up – all in the same day.*

* Collage Prints • Ph... Posters • Photo Cards

Sign up at Walgreens.com/email for special photo deals and coupons!

...orth a Print

...ous photo shoots –

1109

Ehrenreich, Carol 514739
(920)452-2504

1HR - 2 Sets of 35mm 4x6 Glossy 27 exp
1HR

09/29/12 06:53 PM Store #6570
AMANDA

PICKUP TIME: 09/29/12 02:24 PM

48

4 90015147390

ONE HOUR

$13.99

Photo date: 9/16/12 9am
Sunday

The End Zone Sports Bar
Entrance
Site of Cliff's
assault by officer 9/15/12.
(pg #3)

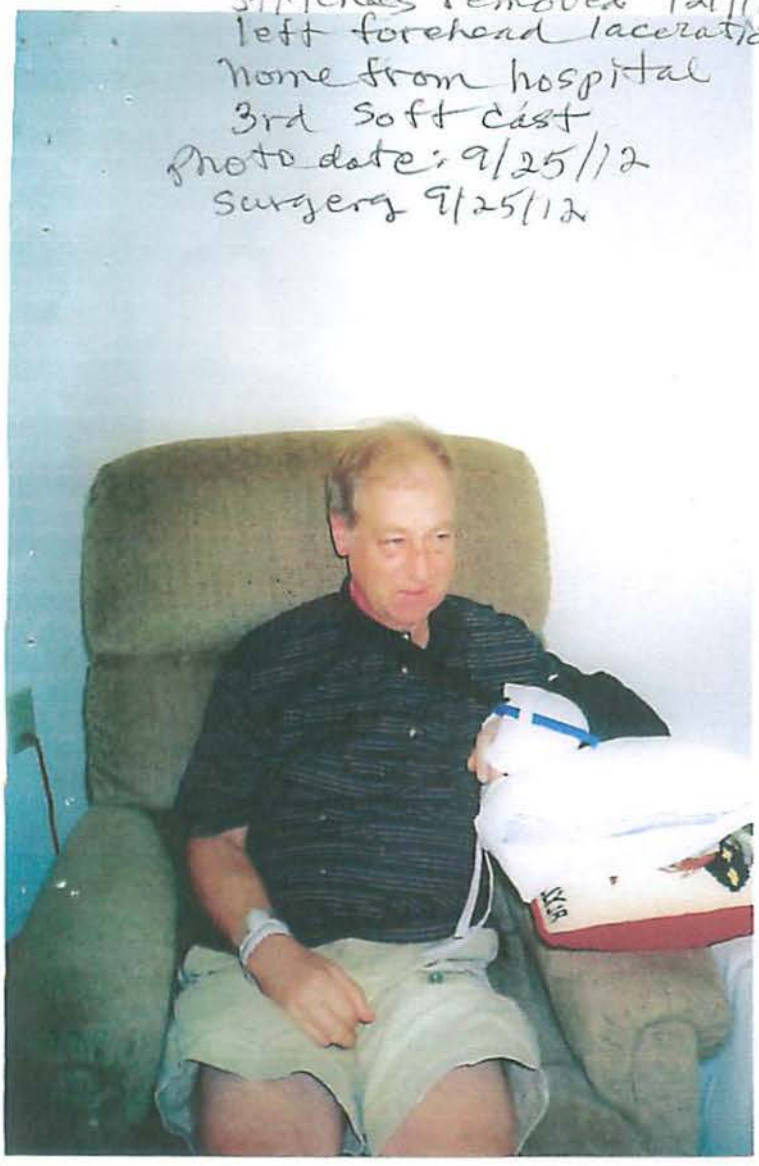
(Cliff's Blood)

Photo date
9/16/12 Sunday

Entrance to
The End Zone
Sports Bar

904 Indiana Ave.

stitches removed 9/21/12
left forehead laceration
home from hospital
3rd soft cast
Photo date: 9/25/12
Surgery 9/25/12



9/25/12 After Surgery
at Plymouth Aurora Surgical center
pin screws to hold broken bones

Leg
abrasions

Film 516526 Photo date 10/23/12
Sports Medicine - occupational therapy
Aurora Sheboygan Memorial Hospital
on 10/15/12 wrist stitches removed at Dr. DeRoos appointment.

10/15/12 occupational therapy after stitches removed.

10/25/12 occupational therapy - 2 times a week.
continued through December -
end of year (pending Dr. appointment.

film 3/6-26
photos follow up Nov. 5 with Dr. DeRoos
xrays, new glove, swollen hand

Dr DeRoos Xraying Cliff's hand; check pin and bones.

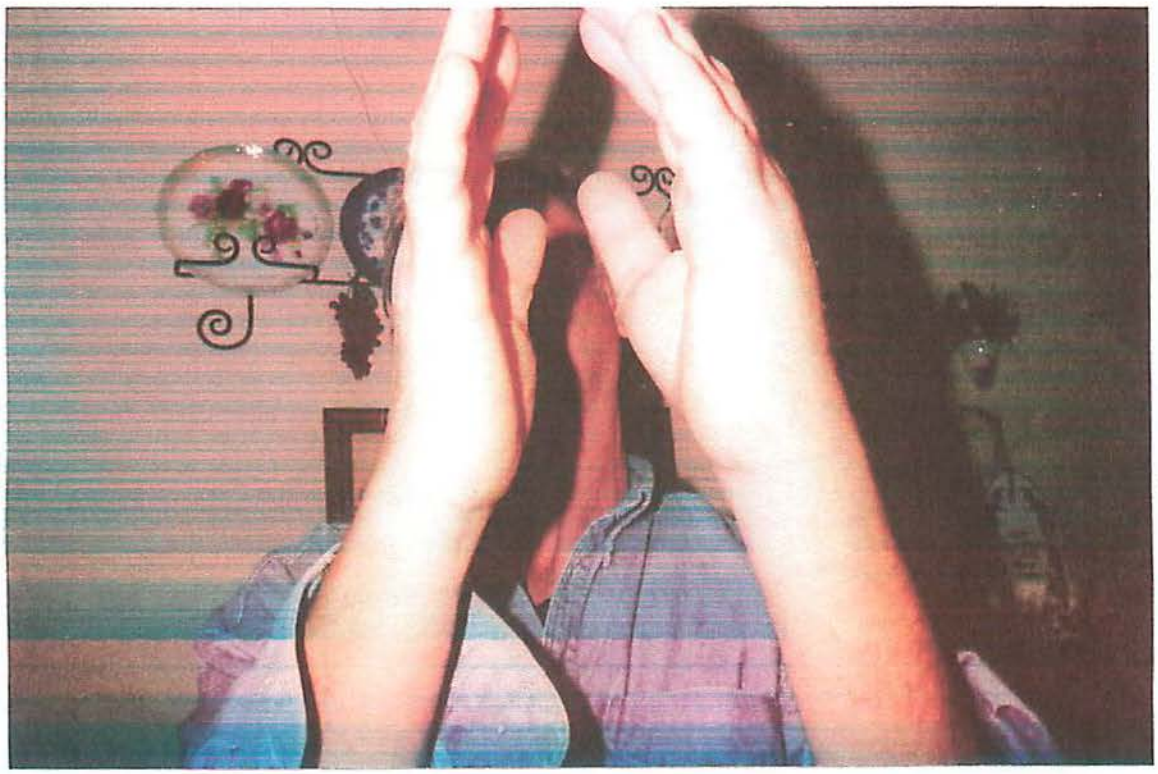
Film 5126526 New Glove
NOV. 2012

Left hand swollen.

Photo date Nov. 2012
New soft cast

NOV. 2012

Swollen left hand



Home Therapy

Photo date: 9/19/12 Wednesday film 514739

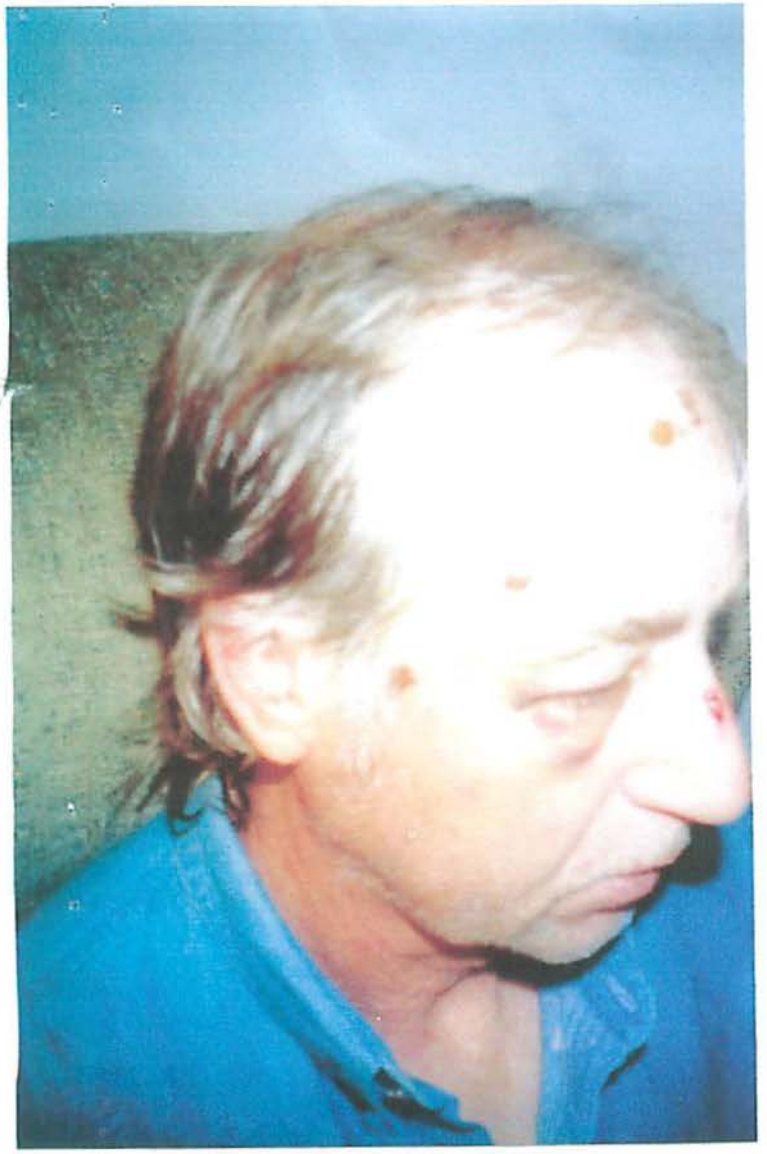


Photo date 11/5/12

VI

R. C. No. ____ - 14 - 15. By FINANCE. January 19, 2015.

Your Committee to whom was referred R. O. No. 172-14-15 by the City Clerk submitting a claim from Luciano Gallego for alleged damages to his vehicle when he was parked at his home address and a City truck struck his car; recommends that the document be placed on file and to pay the claim in the amount of $1,547.75.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

Other Matters 9.4

R. O. No. 172- 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a claim from Luciano Gallego for alleged damages to his vehicle when he was parked at his home address and a City truck struck his car.

Susan Richards
City Clerk

Finance
pay claim
#1,547.75

II

DATE RECEIVED 10:31:14

RECEIVED BY RSSchroeder

CLAIM NO. 21-14

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.

TO CITY OF SHEBOYGAN

1. Name of Claimant: Luciano Gallego
2. Home address of Claimant: 605 S 15 TH ST
3. Home phone number: 920-287-6242
4. Business address and phone number of Claimant: NA
5. When did damage or injury occur? (date, time of day) 10-30-14, morning
6. Where did damage or injury occur? (give full description) At home address. Parked car was struck by city truck damaging Driver side door, quarter panel, rim, tire, nose, and headlight.
7. How did damage or injury occur? (give full description) No one was home at time of incident. Police was dispatched to scene to get report on the incident caused by city truck. Still awaiting police report.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: unknown at this time awaiting police report

   (b) Claimant's statement of the basis of such liability: unknown at this time still waiting for police report.

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: unknow at this time awaiting police report.

   (b) Claimant's statement of basis for such liability: unknown at this time awaiting police report.

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.

11. Name and address of any other person injured: N/A

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

Auto:	$ 4,610.06
Property:	$ N/A
Personal injury:	$ N/A
Other: (Specify below	$ N/A
TOTAL	4,610.06

Damaged vehicle (if applicable)

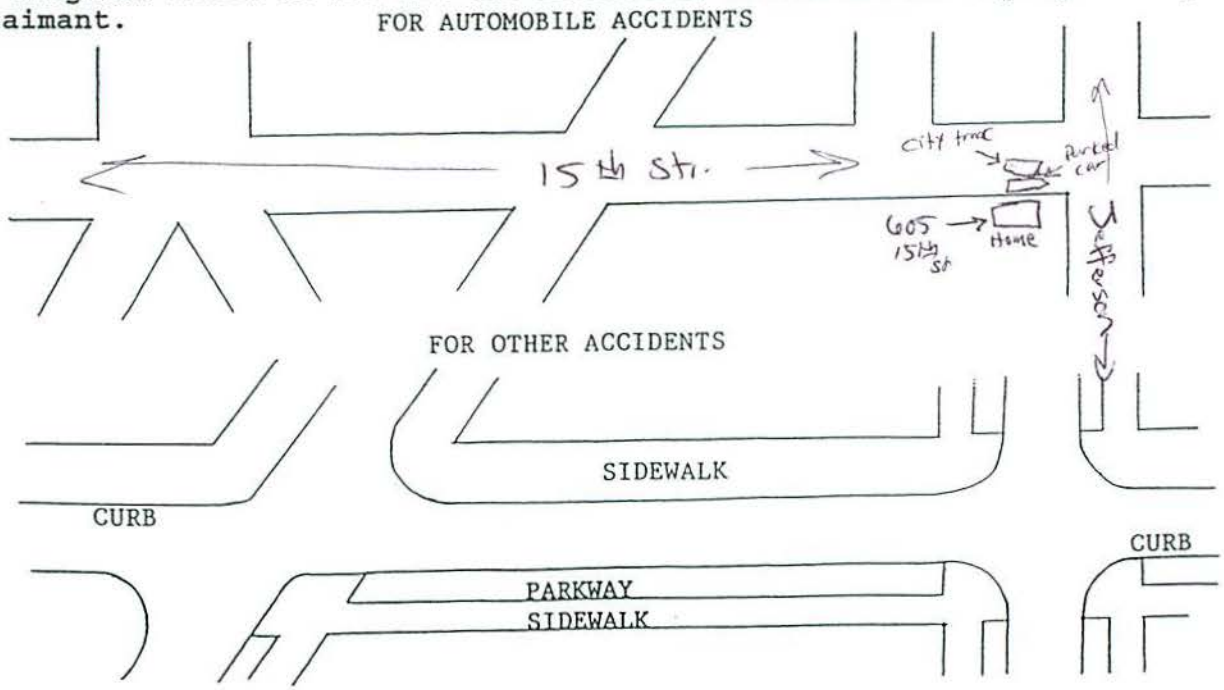
Make: Pontiac Model: Firebird Year: 1995 Mileage: 140,000 +

Names and addresses of witnesses, doctors and hospitals: Unaware of witnesses at this time awaiting police report.

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'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



SIGNATURE OF CLAIMANT: [signature] Date: 10-31-14

DATE RECEIVED 10-31-14

RECEIVED BY L. Schroeder

CLAIM NO. 21-14

CLAIM

Claimant's Name: Luciano Gallego

Claimant's Address: 605 S 15 TH ST

Claimant's Phone No. 920-287-6242

Auto	4,610.06
Property	$ N/A
Personal Injury	$ N/A
Other (Specify below)	$ N/A
TOTAL	4,610.06

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 $ 4,610.06.

SIGNED: [illegible]

DATE: 10-31-14

ADDRESS: 605 S 15 TH ST
Sheboygan WI

GEORGIA AVENUE BODY SHOP, INC.
1819 GEORGIA AVENUE
SHEBOYGAN, WI 53081
PHONE: (920)458-3272 FAX: (920)458-3284

#21-14

CD LOG NO 3627-1 DATE 11/26/14

SHOP:

INSP DATE: 11/26/14
CONTACT: JIM MILLER

OWNER: CRUZ, LUCIANO GALLEGGO
ADDRESS: 605 SOUTH 15TH STREET
CITY STATE: SHEBOYGAN, WI
ZIP: 53081

HOME PHONE: (920)334-0805

POINT OF IMPACT: 5

LIC#: 346-MYY STATE: WI
BODY COLOR: BLACK
CONDITION: GOOD

VIN: 2G2FS22SXS2252133
MILEAGE: 144,548
ACCTNG CTL#:

DRIVEABLE: NO
PROD.DATE:

VEH. INSP#:
PAINT CODE: WA8555

*=USER-ENTERED VALUE	E=REPLACE OEM	NG=REPLACE NAGS
EC=REPLACE ECONOMY	UE=REPLACE OE SURPLUS	UC=RECONDITIONED PRT
UM=REMAN/REBUILT PRT	EU=REPLACE SALVAGE	EP=REPLACE PXN
OE=REPLACE PXN OE SRPLS	PC=PXN RECONDITIONED	PM=PXN REMAN/REBUILT
TE=PARTL REPL PRICE	ET=PARTL REPL LABOR	IT=PARTIAL REPAIR
I=REPAIR	L=REFINISH	BR=BLEND REFINISH
TT=TWO-TONE	CG=CHIPGUARD	SB=SUBLET
N=ADDITIONAL LABOR	RI=R&I ASSEMBLY	P=CHECK
AA=APPEAR ALLOWANCE	RP=RELATED PRIOR	UP=UNRELATED PRIOR

1995 PONTIAC FIREBIRD STD 2DOOR COUPE 6CYL GASOLINE 3.4
CODE: W2272A/C OPTNS A/24

OPTIONS:
TWO-STAGE - EXTERIOR SURFACES TWO-STAGE - INTERIOR SURFACES

OP	GDE	MC	DESCRIPTION	MFG.PART NO.	PRICE	AJ%	B%	HOURS	R
UM0006			COVER,FRONT BUMPER	REMAN/REBUILT PAR	351.00*			2.0	1
L 0006		13	COVER,FRONT BUMPER	REFINISH				3.5	4
				2.4 SURFACE					
				0.6 TWO STAGE SETUP					
				0.5 TWO STAGE					
E 1002			RET,FRT BUMPER COVER	MULTI-PART GM PAR	4.34				1
E 1170			RET,FRT BUMPER COVER	MULTI-PART GM PAR	4.34				1
E 0031		02	SUPT,FRT BUMPER COV LT	10242220 GM PART	7.28				1
E 0021		01	EMBLEM,FRT BMPR COVER	12514358 GM PART	60.70			0.2	1
E 0010			BRKT,FRONT BUMPER M LT	10221676 GM PART	36.45			0.2	1

1995 PONTIAC FIREBIRD STD 2DOOR COUPE
CD LOG NO 3627-1

E 0022	BRKT,FRONT BUMPER M	LT	10242424 GM PART	7.16		1
N 0973	HEADLAMPS AIM		ADDNL LABOR OPERA		0.4	1
I 0067	HOUSING,HEADLAMP	LT	REPAIR		0.5*	1
EC0103	FENDER,FRONT	LT	ECONOMY PART	254.00*	2.0	1
L 0103	FENDER,FRONT	LT	REFINISH		4.0	4
			2.8 SURFACE			
			0.5 EDGE			
			0.7 TWO STAGE			
E 0136 #	MLDG,FENDER SIDE	LT	88960340 GM PART	26.49	0.1	1
	# = 01, 02					
EC0112	SKIRT,INNER FENDER	LT	ECONOMY PART	56.00*	INC	1
EC0905	WHEEL,FRONT	LT	ECONOMY PART	189.00*	0.2	1
E 0945	CAP,WHEEL HUB FRONT	LT	10132656 GM PART	55.74	INC	1
EC0657	HUB,FRONT WHEEL	LT	ECONOMY PART	125.58*	0.7	2
E 0653 01	ARM,LOWER CONTROL	L/F	52367658 GM PART	305.95	1.0	2
E 0686 01	LINK KIT,FRONT STAB	LT	10221779 GM PART	20.20	INC	2
EC0708	END,TIE ROD OUTER	L/F	ECONOMY PART	24.21*	0.1	2
RI0207	FRONT DOOR R&I	LT	R&I ASSEMBLY		0.7	1
I 0207	DOOR SHELL,FRONT	LT	REPAIR		8.0*	1
L 0207	DOOR SHELL,FRONT	LT	REFINISH		2.6	4
			2.2 SURFACE			
			0.4 TWO STAGE			
RI0233	W/STRIP,BELT OUTER	LT	R&I ASSEMBLY		0.2	1
E 0270 01	MLDG,FRONT DOOR SID	LT	10166786 GM PART	108.12	0.2	1
E 0246 01	N/PLATE,FRONT DOOR	LT	10224475 GM PART	24.47	0.2	1
RI0227 02	HANDLE,FRONT DOOR O	LT	R&I ASSEMBLY		0.6	1
ECM14	CORROSION PROTECTION		ECONOMY PART	5.00*	0.3*	4
N M60	HAZARD. WSTE. REM.		ADDNL LABOR OPERA	5.25*		1
SB	Alignment		SUBLET REPAIR	69.95*		2*
EC	BODY REPAIR MATERIALS		ECONOMY PART	56.00*		1*
N	COVER CAR - LARGE		ADDNL LABOR OPERA	12.00*	1.0*	1*

32 ITEMS

MC	MESSAGE(S)
01	CALL DEALER FOR EXACT PART NUMBER / PRICE
02	PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

GROSS PARTS		661.24
OTHER PARTS		1,078.04
PAINT MATERIAL		416.00
PARTS & MATERIAL TOTAL		2,155.28
TAX ON PARTS & MATERIAL @	5.000%	107.76

LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	60.00	6.6	9.9	990.00
2-MECH/ELEC	75.00	1.8		135.00
3-FRAME	75.00			
4-REFINISH	60.00	10.4		624.00
5-PAINT MATERIAL	40.00			

1995 PONTIAC FIREBIRD STD 2DOOR COUPE
CD LOG NO 3627-1

LABOR TOTAL			1,749.00
TAX ON LABOR	@	5.000%	87.45
SUBLET REPAIRS			69.95
TAX ON SUBLET	@	5.000%	3.50
TOWING			
STORAGE			
GROSS TOTAL			4,172.94
NET TOTAL			4,172.94

SHOPLINK UN380 ES CD LOG 3627-1 DATE 11/26/14 04:13:42PM R6.37 CD 11/14
PXN: Y/00/00/00/00/00 CUM 00/00/00/00/00 GEOCODE 53081
HOST LOG

2.2 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

***** PRELIMINARY ESTIMATE *****

11/24/2014 08:25 AM

Owner

Owner: LUCIANO GALLEGGO CRUZ
Address: 605 S. 15TH ST.
City State Zip: Sheboygan, WI 53081
Work/Day: (920)334-0805
FAX:

Inspection

Inspection Date: 11/24/2014 08:21 AM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Left Front Side
Driveable: Yes
Inspection Type: Drive In
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Secondary Impact:
Rental Assisted:

Appraiser Name: PHIL BLACK
Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:
Days To Repair: 7

Vehicle

1995 Pontiac Firebird STD 2 DR Coupe
6cyl Gasoline 3.4
4 Speed Automatic

Lic.Plate: 346-MYY
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: BLACK
Ext. Refinish: Two-Stage
Ext. Paint Code: 41,8555
Lic State: WI
VIN: 2G2FS22SXS2252133
Mileage: 144,548
Mileage Type: Actual
Code: W2272A
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

AM/FM Stereo Tape	Air Dam	Aluminum/Alloy Wheels
Anti-Lock Brakes	Center Console	Digital Clock
Dual Airbags	Intermittent Wipers	Power Brakes
Power Steering	Rear Spoiler	Rem Trunk-L/Gate Release
Tachometer	Theft Deterrent System	Tilt Steering Wheel
Tinted Glass	Velour/Cloth Seats	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	E	136	#	Mldg,Fender Side LT	88960340 GM Part	$26.49			0.2	SM
				# = 01, 02						
2	E	270	01	Mldg,Front Door Side LT	10166786 GM Part	$108.12			0.2	SM
Front Bumper										
3	E	6		Cover,Front Bumper	10242406 GM Part	$413.05			2.0	SM
4	L	6	13	Cover,Front Bumper	Refinish				3.5	RF
					2.4 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
5	E	1002		Ret,Frt Bumper Cover	MULTI-PART GM Part	$4.34				SM
6	E	1170		Ret,Frt Bumper Cover	MULTI-PART GM Part	$4.34				SM
7	E	31	02	Supt,Frt Bumper Cover LT	10242220 GM Part	$7.28				SM
8	E	21	01	Emblem,Frt Bmpr Cover	12514358 GM Part	$60.70			0.2	SM
9	E	10		Brkt,Front Bumper Mtg LT	10221676 GM Part	$36.45			0.2	SM
10	E	22		Brkt,Front Bumper Mtg LT	10242424 GM Part	$7.16				SM
11	E	19		Supt,Front Bumper Inr LT	10166720 GM Part	$29.73				SM
Front End Panel And Lamps										
12	N	973		Headlamps Aim	Additional Labor				0.4	SM
13	I	55		Housing,Headlamp LT	Repair				1.0*	SM
Front Body And Windshield										
14	EU	103		Fender,Front LT	Replace Recycled	$150.00*	+25.00		1.6	SM
				>> >>COUSINEAU<<						
15	L	103		Fender,Front LT	Refinish				4.0	RF
					2.8 Surface					
					0.5 Edge					
					0.7 Two-stage					
Front Body Interior Sheetmetal										
16	E	112		Skirt,Inner Fender LT	10296524 GM Part	$99.00			INC	SM
Wheels										
17	EU	905		Wheel,Front LT	Replace Recycled	$50.00*	+25.00		0.2	SM
				>> >>COUSINEAU<< 16" SPOKE						
18	E	945		Cap,Wheel Hub Front LT	10132656 GM Part	$55.74			INC	SM
Front Suspension										
19	N	974		Suspension Align,Frt	Additional Labor				1.5	ME
20	EC	657		Hub,Front Wheel LT	Replace Economy	$150.00*			0.2	ME
21	E	655		Knuckle,Steering L/F	18060608 GM Part	$305.81			0.7	ME
22	E	653	01	Arm,Lower Control L/F	52367658 GM Part	$305.95			1.0	ME
23	E	686	01	Link Kit,Front Stab LT	10221779 GM Part	$20.20			INC	ME
Front Doors										
24	N	207		Front Door R&I LT	Additional Labor				0.7	SM
25	I	207		Door Shell,Front LT	Repair				8.0*	SM
				>> >>OUTER PANEL & INNER FRAME {SHELL}<<						
26	L	207		Door Shell,Front LT	Refinish				2.6	RF
					2.2 Surface					
					0.4 Two-stage					
27	RI	233		W/Strip,Belt Outer LT	R & I Assembly				0.2	SM
28	E	246	01	N/Plate,Front Door LT	10224475 GM Part	$24.47			0.2	SM

29	RI	229	Mirror,Sport R/C LT	R & I Assembly		0.3	SM
30	RI	227	Handle,Front Door Otr LT	R & I Assembly		0.6	SM

Manual Entries

31	L	M14	Corrosion Protection	Refinish		0.2*	RF
32	EC		Cover car exterior	Replace Economy	$5.00*	0.2*	SM
33	EC		Flex Additive	Replace Economy	$6.50*		RF
34	N		De-Nib and polish	Additional Labor			SM*
35	N		Hazad, waste	Additional Labor	$5.00*		SM
36	E		LF TIRE	Replace OEM	$125.00*	0.3*	SM*
37	SB		MLT. & BAL LF WHEEL	Sublet Repair	$20.00*		SM*
38	EC		FRIBERGLASS REPAIR KIT	Replace Economy	$65.00*		SM*

38 Items

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
02	PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$1,633.83	
Other Parts		$431.50	
Paint Materials		$370.80	
Line Item Markup		$50.00	
Parts & Material Total			$2,486.13
Tax on Parts & Material	@ 5.000%		$124.31

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$58.00	6.4	10.1	16.5	$957.00
Mech/Elec (ME)	$75.00	1.9	1.5	3.4	$255.00
Frame (FR)	$70.00				
Refinish (RF)	$58.00	10.3		10.3	$597.40
Paint Materials	$36.00				

Labor Total		30.2 Hours	$1,809.40
Tax on Labor	@ 5.000%	$90.47	
Sublet Repairs		$20.00	
Tax on Sublet	@ 5.000%	$1.00	
Towing		$75.00	
Tax On Towing	@ 5.000%	$3.75	
Gross Total			**$4,610.06**
Net Total			**$4,610.06**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
SPPL Yes Zip Code: 53081 Default

Audatex Estimating 7.0.334 ES 11/24/2014 02:29 PM REL 7.0.334 DT 09/01/2014 DB 11/15/2014

2.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS.ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY, WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

VI

R. C. No. ____ - 14 - 15. By FINANCE. January 19, 2015.

Your Committee to whom was referred R. O. No. 210-14-15 by the City Clerk submitting a claim from Mary Bogart for alleged damages to her vehicle when a snow plow came into her lane and hit her car; recommends that the claim be denied and to direct the City Attorney send a Notice of Disallowance.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.4

R. O. No. 210 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a claim from Mary Bogart for alleged damages to her vehicle when a snow plow came into her lane and hit her car.

Finance

deny.

Susan Richards
City Clerk

II

DATE RECEIVED 2/12-31-14

RECEIVED BY LS Schneider

CLAIM NO. 28-14

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.

TO CITY OF SHEBOYGAN

1. Name of Claimant: MARY Bogart
2. Home address of Claimant: 1813 N 12TH ST
3. ~~Home~~ cell phone number: 920 254-0774 OR 920 226 4156
4. Business address and phone number of Claimant:
5. When did damage or injury occur? (date, time of day) 2/21/14 0548
6. Where did damage or injury occur? (give full description) FRONT RIGHT SIDE DOOR, Fender and Bumper
7. How did damage or injury occur? (give full description) I WAS In The Left LANE going DOWN TAYLOR when the PLOW on the Right CAME INTO my LANE
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: BRYAN KAEZ

   (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: none

   (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").

_____

_____

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

_____

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

Auto:	$ 15 860
Property:	$
Personal injury:	$
Other: (Specify below	$ ~~15 860~~
TOTAL	15. 86 0

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

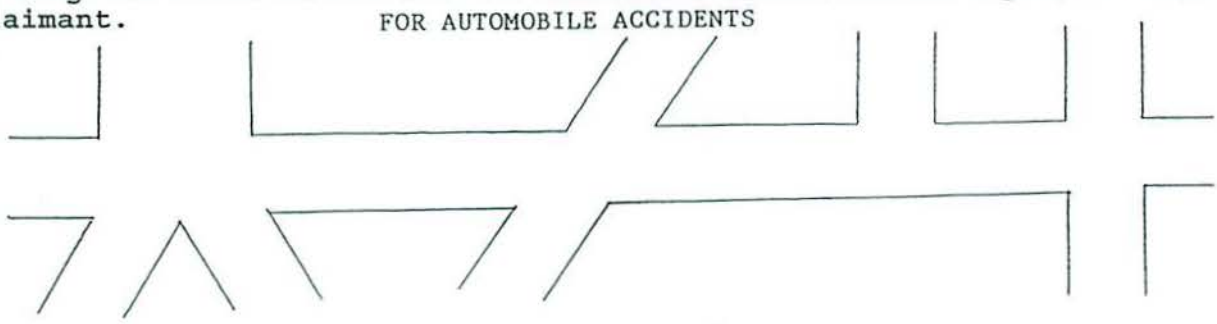
_____

_____

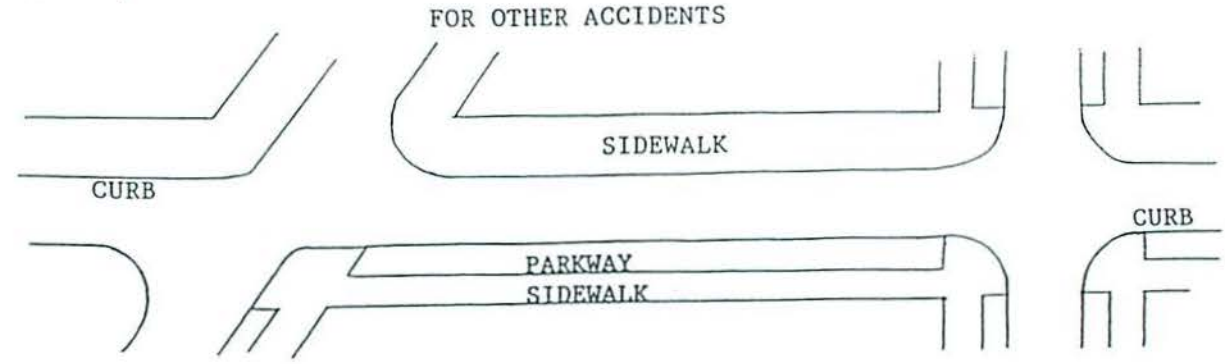
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Mary Bogat Date: 12-30-14

DATE RECEIVED 12-30-14

RECEIVED BY LS Schneider

CLAIM NO. 28-14

CLAIM

Claimant's Name: Mary Bogart

Claimant's Address: 1815 N 12th ST

Claimant's Phone No. 9202540774

Auto	$ 15,860
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	15.860

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 $ 15.860.

SIGNED: Mary Bogart

DATE: 12-30-14

ADDRESS: 1815 N 12th ST

NADA Online Guide

Vehicle Specifications

Vehicle Category: Classic Cars
Make: Buick
Year: 1990
Model: Regal Limited 2 Door Coupe

Option note: Only select engines/options below that are in addition to standard equipment and equipment noted in the manufacturer or year notes shown above. Model names may show standard engine sizes in parenthesis such as 2-door Sdn (440)

Options

- 4 Cylinder Engine
- Factory Air Conditioning
- Gran Sport Package
- Gran Touring Package
- Lesabre T-type Package
- Skylark S/e Package
- Sunroof

	Low (Low Retail)	Average(Average Retail)	High (High Retail)	List
Base Price				
	$1,925	$2,700	$4,300	$15,860
Options				
Summary (Total)				
	$1,925	$2,700	$4,300	$15,860

Get Value

Print

Value Explanations

Low Retail Value
This vehicle would be in mechanically functional condition, needing only minor reconditioning. The exterior paint, trim, and interior would show normal wear, needing only minor reconditioning. May also be a deteriorated restoration or a very poor amateur restoration. Most usable 'as-is'.

Some of the vehicles in this publication could be considered 'Daily Drivers' and are not valued as a classic vehicle. When determining a value for a daily driver, it is recommended that the subscriber use the low retail value.

Note: This value does not represent a 'parts car'.

Average Retail Value
This vehicle would be in good condition overall. It could be an older restoration or a well-maintained original vehicle. Completely operable. The exterior paint, trim, and mechanics are presentable and serviceable inside and out. A '20-footer'.

High Retail Value
This vehicle would be in excellent condition overall. It could be a completely restored or an extremely well maintained original vehicle showing very minimal wear. The exterior paint, trim, and mechanics are not in need of reconditioning. The interior would be in excellent condition. **Note:** This value does **not** represent a '100 Point' or '# 1' vehicle *.

* '100 Point' or '# 1' vehicle is not driven. It would generally be in a museum or transported in an enclosed trailer to concourse judging and car shows. This type of car would be stored in a climate-regulated facility.

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

P0QNSHW

PK2011

POLICE # C14-03225

ACCIDENT #

GENERAL INFORMATION

☒ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number P0QNSHW	Document Override Number
Agency Accident Number		Police Number C14-03225		
4 - Accident Date 02/21/2014	5 - Time of Accident (Military Time) 0648	6 - Total Units 02	7 - Total Injured 01	8 - Total Killed 00
2 - County SHEBOYGAN - 59	3 - Municipality SHEBOYGAN - 61, CITY		11 - Accident Location NON-INTERSECTION	
14 - On Hwy No.	14 - On Street Name TAYLOR DR	14 - Bus/Frnt/Rmp	15 - Est. Dist 300	Ft/Mi F	15 - Hwy. Dir SOUTH
16 - Fr/At Hwy No.	16 - From/At Street Name UNION AVE	16 - Business/Frontage/Ramp		
17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude -	
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT	93 - Manner of Collision ANGLE			
112 - Access Control NO CONTROL	113 - Road Curvature CURVE	113 - Road Terrain HILL	Surface Type BLACKTOP (BITUMINOUS) - 2	
115 - Traffic Way DIVIDED-HIGHWAY-MEDIAN-STRIP-WITHOUT-TRAFFIC-BARRIER				
117 - Relation To Roadway SHOULDER-(OTHER THAN SHOULDER WITHIN MEDIAN OR GORE)				
114 - Light Condition DARK-LIGHTED	116 - Road Surface Condition DRY	118 - Weather CLOUDY		
9 ☐ Hit and Run	9 ☐ Government Property	9 ☐ Fire	9 ☐ Photos Taken	9 ☐ Trailer or Towed
9 ☒ Truck, Bus, or Hazardous Materials	9 ☐ Load Spillage	9 ☐ Construction Zone	9 ☐ Names Exchanged	
101 ☐ Supplemental Reports	102 ☐ Witness Statements	103 ☐ Measurements Taken	79 - E M S Number	

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT	23 - Dir Of Travel SOUTH	24 - Speed Limit 35
36 - Operating as Classified D CLASS	37 - Endorsements	35 ☐ Operating Commercial Motor Vehicle	
29 - Driver's License Number B2635905487002	30 - State WI	31 - Expiration Year 2017	34 - On Duty Accident
25 - Operator/Pedestrian Last Name BOGART	25 - First Name MARY	25 - Middle Initial JO	25 - Suffix
32 - Date Of Birth 10/10/1954	33 - Sex FEMALE		
26 - Address Street & Number 1813 N 12TH ST	26 - PO Box		
27 - City SHEBOYGAN	27 - State WI	27 - Zip Code 53081	28 - Telephone Number (920) 287-2266 EXT.
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)	40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
38 - Injury Severity N - NO APPARENT INJURY	41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED	44 ☐ Medical Transport
43 - Trapped/Extricated NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing OVERTAKING-ON-LEFT	120 - Traffic Control NO-CONTROL	62 - No. of Citations Issued 1	
64 - 1st Statute No. 346.14(1)	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.
122 - Driver Factors FOLLOWING-TOO-CLOSE				
88 - Driver or Pedestrian Cond APPEARED NORMAL	89 - Substance Presence UNKNOWN			
90 - Alcohol Test TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test TEST-NOT-GIVEN		

91 - Drugs Reported

124 - Highway Factors
NOT-APPLICABLE

Vehicle

VEHICLE 01

21 - Unit Type	Vehicle Type	22 - Total Occupants
AUTOMOBILE	PASSENGER-CAR	2

56 - License Plate Number	57 - Plate Type	58 - State	59 - Exp Year	55 - Vehicle Identification Number
782PZX	AUT	WI	2014	2G4WD14T4L1403587

50 - Year	51 - Make	52 - Model	53 - Body Style	54 - Color	100 - Skidmarks to Impact (Ft)
1990	BUIC		CP	BLU	

94 - Vehicle Damage
FRONT, FRONT PASSENGER SIDE, FRONT DRIVER SIDE

95 - Extent Of Damage	96	97 - Vehicle Removed By
MODERATE	☒ Vehicle Towed Due To Damage	UNION AVE

123 - Vehicle Factors
NOT-APPLICABLE

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator

46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
BOGART	RONALD		SR	06/14/1943

46 - Company Name

47- Address Street & Number	47 - PO Box
1813 N 12TH ST	

48 - City	48 - State	48 - Zip Code	49 - Telephone Number
SHEBOYGAN	WI	53081	(000) 000-0000 EXT.

Insurance

INS 01

63 - Liability Insurance Company	60
FARMERS-AUTOMOBILE-INS-ASSOC	☒ Policy Holder Same As Owner

61 - Policy Holder Last Name	61 - Policy Holder First Name
BOGART	RONALD

61 - Policy Holder Company

School Bus

BUS 01

Bus Travelling to/from	School Name	Body Make	Seating Capacity
○ To ○ From			

School District Contracted With

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With	23 - Dir Of Travel	24 - Speed Limit
	MOTOR VEHICLE IN TRANSPORT	SOUTH	35

36 - Operating as Classified	37 - Endorsements	35
A CLASS		☒ Operating Commercial Motor Vehicle

29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident
[redacted]	WI	2016	WINTER-HWY-MAINTENANCE

25 - Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	25 - Suffix
FOSHAG	JAMES	F	

32 - Date Of Birth	33 - Sex
[redacted]	MALE

PK2011

OPERATOR/PEDESTRIAN 02

26 - Address Street & Number [redacted]			26 - PO Box
27 - City [redacted]	27 - State [redacted]	27 - Zip Code [redacted]	28 - Telephone Number [redacted]
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)		40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED	
38 - Injury Severity N - NO APPARENT INJURY	41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED	44 ☐ Medical Transport
43 - Trapped/Extricated NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing MAKING-LEFT-TURN	120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No. / 64 - 5th Statute No.
122 - Driver Factors NOT-APPLICABLE			
88 - Driver or Pedestrian Cond APPEARED NORMAL	89 - Substance Presence UNKNOWN		
90 - Alcohol Test TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test TEST-NOT-GIVEN	
91 - Drugs Reported			
124 - Highway Factors NOT-APPLICABLE			

Vehicle

VEHICLE 02

21 - Unit Type TRUCK		Vehicle Type STRAIGHT-TRUCK-(INSERT TRUCK)			22 - Total Occupants 1
56 - License Plate Number [redacted]	57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number [redacted]	
50 - Year 2006	51 - Make INTL	52 - Model	53 - Body Style CB	54 - Color ONG	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage MIDDLE DRIVER SIDE					
95 - Extent Of Damage VERY-MINOR	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
46 - Company Name SHEBOYGAN COUNTY				
47- Address Street & Number 508 NEW YORK AVE		47 - PO Box		
48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 530814126	49 - Telephone Number [redacted]	

Insurance

INS 02

63 - Liability Insurance Company	60 ☐ Policy Holder Same As Owner
GOVERNMENT	
61 - Policy Holder Last Name	61 - Policy Holder First Name
61 - Policy Holder Company	

School Bus

BUS 02

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Occupant

OCCUPANT 01

☐ Address Same As Operator

65 - Unit No	66 - Occupant Last Name	66 - First Name	66 - Middle Initial	66 - Suffix
01	BOGART	TRENT	W	

68 - Address Street & Number	68 - PO Box
1813 N 12TH ST	

68 - City	68 - State	68 - Zip Code
SHEBOYGAN	WI	530812510

67 - Date of Birth	69 - Sex
05/23/1989	MALE

71 - Seat Position	72 - Safety Equipment
FRONT-SEAT-RIGHT-SIDE-(TRAIN ENGINEER)	SHOULDER-BELT-AND-LAP-BELT-USED

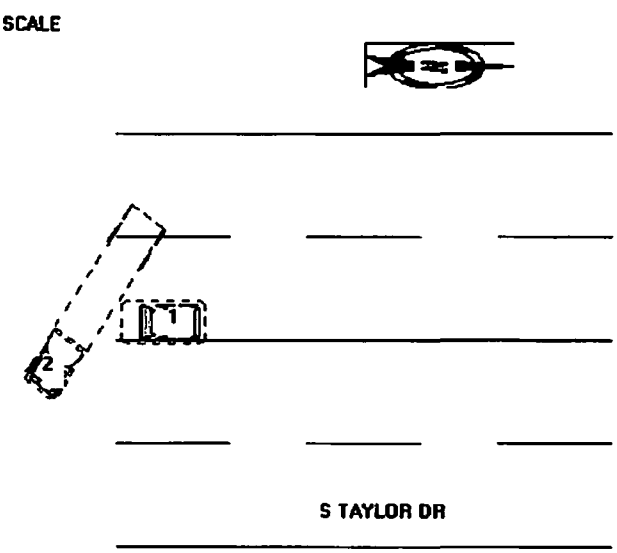
70 - Injury Severity	73 - Airbag	75 - Ejected	77
B - NON-INCAPACITATING INJURY	NON-DEPLOYED	NOT-EJECTED	☒ Medical Transport

76 - Trapped/Extricated	78 - Agency Space
NOT-TRAPPED	SQD 7

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY



02/21/2014 0548 HRS 436 KNEZ

UNIT 1 WAS SOUTHBOUND ON TAYLOR DRIVE APPROXIMATELY 300' SOUTH OF UNION AVE WHEN IT STRUCK UNIT 2. UNIT 2 WAS A COUNTY SALT/SNOW PLOW TRUCK WITH ITS EMERGENCY LIGHTS ACTIVATED. UNIT 2 WAS 3/4 OF THE WAY THROUGH A TURN AROUND ACROSS THE MEDIAN, ATTEMPTING TO RETURN NORTH ON TAYLOR DR TO COMPLETE SALTING EFFORTS. UNIT 1 ATTEMPTED TO PASS UNIT 2 AND STRUCK IT IN AN ANGLE MANNER JUST

BEHIND THE CAB OF UNIT 2. DAMAGE TO UNIT 1 WAS MODERATE AND REQUIRED TOWING. DAMAGE TO UNIT 2 WAS VERY MINOR. UNIT 1 CITED FOR FOLLOWING TOO CLOSELY. 436 KNEZ

Officer Information

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
KNEZ	BRYAN		436

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number: 1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	WI	53081	(920) 459-3333 EXT.

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
02/21/2014	0548	0555	02/21/2014

Agency Accident Number	Police Number	19 - Special Study
	C14-03225	

18 - Agency Space: SQD 7

Truck and Bus

TRUCK/BUS 02

136 ☒ A truck or truck combination > 10,000 lbs [redacted]

136 ☐ Any vehicle displaying a hazardous materials placard

136 ☐ A vehicle designed to carry 9 or more people, including the driver

136 ☐ Fatal Injury | 136 ☒ Medical Transport | 136 ☒ One or more vehicles towed from the scene due to disabling damage

Unit Number: 02

137 - Hazardous Materials Class Numbers:

137 - Hazardous Materials "UN" Nos. | Hazardous Material Placard Displayed ☐ | Hazardous Cargo Was Released ☐

137 - Name Of Hazardous Materials in this Load	137 - Name Of Hazardous Materials Released
NO	NO

138	140 - US DOT No.	140 - ICC MC No.	LC No.	IC No.	141 - Source
Interstate Carrier ☐					

139 - Carrier Name: SHEBOYGAN COUNTY

142 - Carrier Address	City	State	Zip Code
508 NEW YORK AVE	SHEBOYGAN	WI	530814126

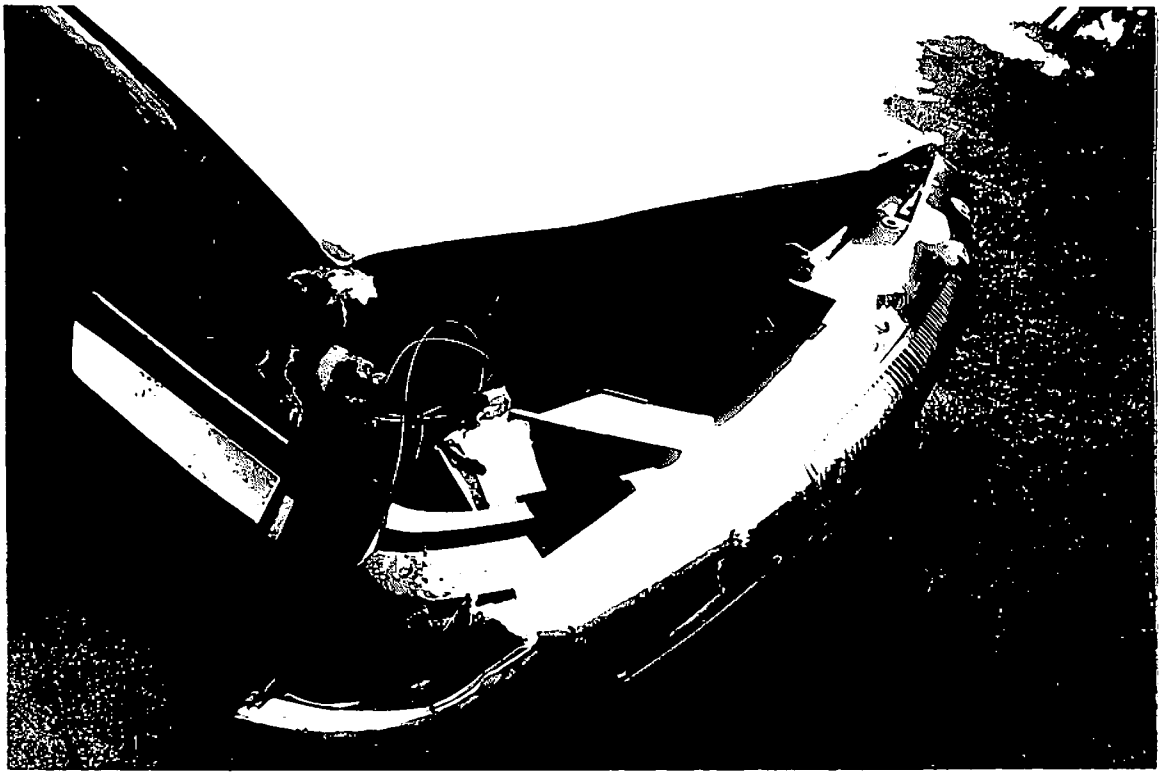
143 - GVWR (Lbs)	144 - Total No. of Axles	145 - Vehicle Configuration	147 - Cargo Body Type
	2	UNKNOWN-HEAVY-TRUCK	OTHER

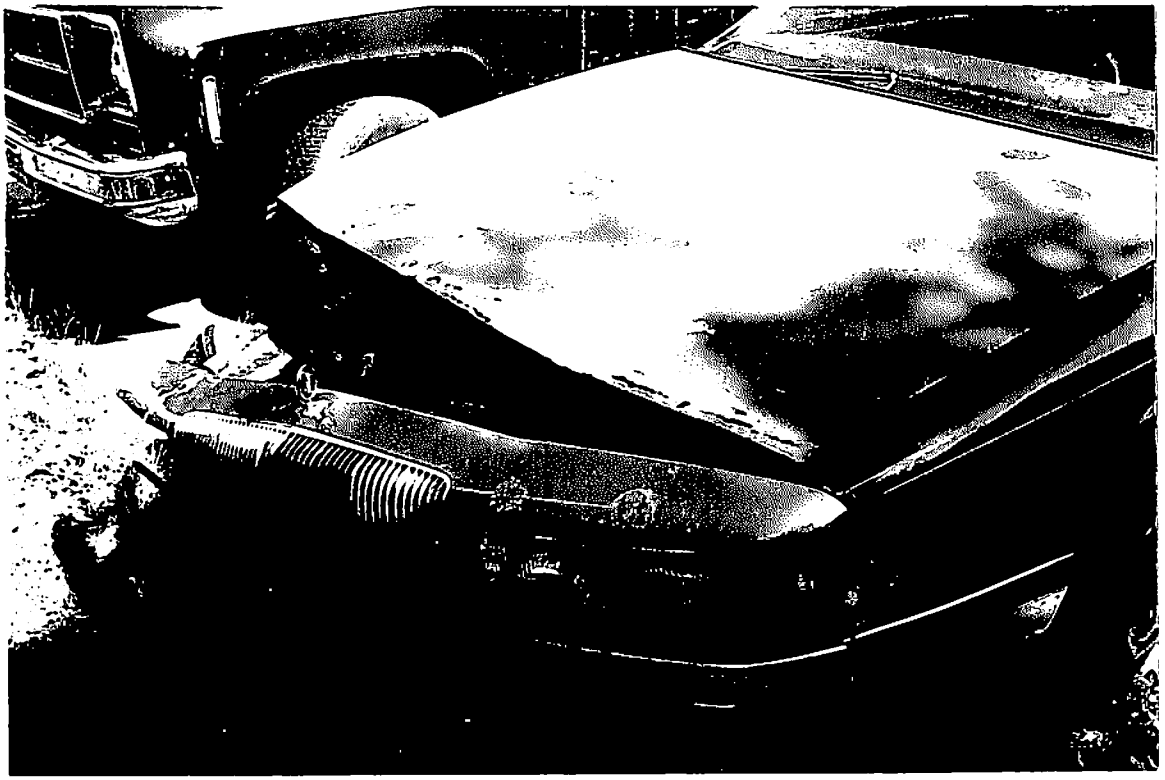
146 - First Event	146 - Second Event
BLANK	BLANK
146 - Third Event	**146 - Fourth Event**
BLANK	BLANK

I Mary Bogart BORROWED one of James HAMEISTERS vehicles on 2/21/14 FOR ~~A~~ $50.00 a week UNTIL I get one of my CAR Running OR TRY And figure out whats happening with my Husbands CAR, which I needed a CAR TO TAKE my Husbands TO DOCTORS And me Back And fourth TO WORK I BORROWED the vehicle ~~FOR~~ TILL 4/21/14 the TOTAL was $400.00

Mary Bogart

James Hamesiter



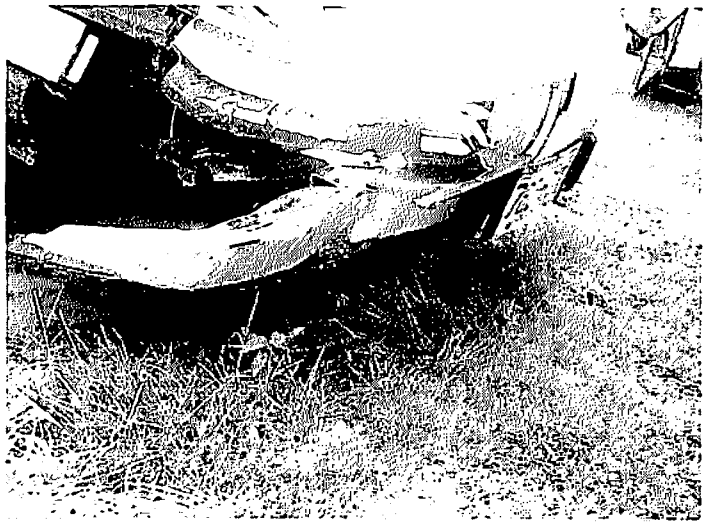


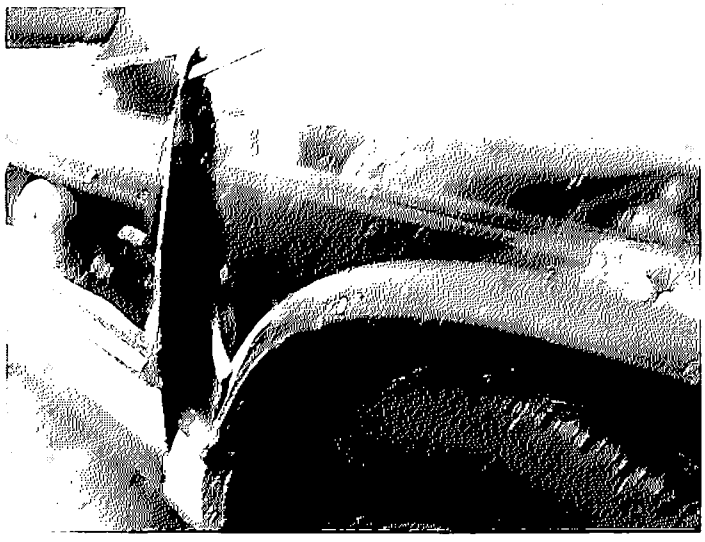
Xerox WorkCentre 5335
Transmission Report - Job Undelivered

Date & Time : 12/30/2014 3:09 PM
Page : 1(Last Page)

The job was not sent. Pass this report to the sender.

Job Date & Time 12/30/2014 3:09 PM





Date & Time Sent	Recipient Information	Result
12/30/2014 3:09 PM	\\10.100.8.18\ShareData\ScanDocs	Completed with an Error (018-592) : lock folder creat e fail

VIII

R. C. No. ____ - 14 - 15. By FINANCE. January 19, 2015.

Your Committee to whom was referred the following:

1. R. O. No. 207-14-15 by the Purchasing Agent submitting bids for the removal and disposal of materials containing asbestos and lead based paint prior to demolition as required by the DNR; and

2. Res. No. 128-14-15 by Alderperson Hammond authorizing entering into contract(s) for the abatement of asbestos containing materials and the complete demolition and site restoration of the commercial property located at 812 New Jersey Ave.;

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

XIII

III

5.2

Res. No. 128- 14 - 15. By Alderperson Hammond. January 5, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into contract(s) for the abatement of asbestos containing materials and the complete demolition and site restoration of the commercial property located at 812 New Jersey Avenue, Sheboygan.

WHEREAS: The City purchased this property in January of 2014 as a means to making this parcel and adjacent parcels already owned by the City more attractive to potential development. The City has subsequently determined that the existing building has no appreciable value for re-use as part of new commercial development and:

WHEREAS: The Purchasing Agent was directed to prepare and issue bids for the required pre-demolition removal of asbestos and lead based paint containing materials as well as a separate bid for demolition and the results of those bids are contained herein and:

WHEREAS: The demolition of this structure will suffice to make the site much more attractive to development as well as expedite the construction of new development while saving the City of Sheboygan costs associated with on-going maintenance, utility expense etc.

WHEREAS: The majority of the work is planned to be done over the winter months allowing for presentation of a clear site for development in the spring of 2015.

Finance approve

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Advanced Asbestos Removal Inc. of Oshkosh for the abatement in the amount of $12,420.00. Further, the purchasing agent is authorized to enter into contract with Scott's Excavating Inc. of Sheboygan Falls in the amount of $24,950.00 for demolition and site restoration, as included in their bids.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders in the amount of $37,370.00 on the TIF # 6 _____In payment of same.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.1

R. O. No. 207- 14 - 15. By PURCHASING AGENT. January 5, 2015.

Submitting a tabulation of bids for the lawful removal and disposal of materials containing asbestos and lead based paint prior to demolition as required by the State of WI Department of Natural Resources

Bidder	City	Cost
Advanced Asbestos Removal Inc.	Oshkosh	$ 12,420.00
Environet Inc.	Oshkosh	$ 15,575.00

Both of the bids reference the testing report provided and include the potential for additional costs related to asbestos pipe insulation buried within the floor structures.

Submitting a tabulation of bids for the complete demolition of the existing structure located at 812 New Jersey Avenue in Sheboygan following complete abatement of asbestos and lead based paint as detailed above:

Bidder	City	Cost
Guelig Waste Removal	Eden	$ 27,400.00
Fischer Construction	Brookfield	$ 53,520.00
Wagner Excavating	Sheboygan	$ 38,950.00
Spielvogel & Sons	Sheboygan	$ 28,250.00
Scott's Excavating Inc.	Sheboygan Falls	$ 24,950.00

Finance
Acc Fill

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

VIII

R. C. No. ____ - 14 - 15. By FINANCE. January 19, 2015.

Your Committee to whom was referred Res. No. 123-14-15 by Alderperson Hammond authorizing entering into a contract for engineering services and project management services for Fiber Optic Network; recommends that the Resolution be passed.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

8.2

Res. No. 123 - 14 - 15. By Alderperson Hammond. December 15, 2014.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for engineering services and project management services for Fiber Optic Network.

WHEREAS, the City has joined with Sheboygan County and the Sheboygan Area School District to construct a shared fiber network infrastructure to service the three municipal entities , and

WHEREAS, the City/County Shared Services Committee has oversight for the project and recommends Multimedia Communications & Engineering, Inc., for the Engineering Services and Project Management Services.

NOW THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with Multimedia Communications & Engineering Inc for providing engineering services and project management services for Fiber Optic Network at a cost of $77,812.80.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Capital Projects Fund Account No. 47217100-642200 in payment of same.

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

II

R. O. No. ____ - 14 - 15. By CITY CLERK. January 19, 2015.

Submitting a communication from David Albright, Coordinator of Facilities Services, Sheboygan Area School District, regarding Jefferson Elementary School Parking issues.

PP&B

Susan Richards
City Clerk

II

Richards, Susan

From: Sazama, Ryan
Sent: Tuesday, January 13, 2015 9:01 AM
To: Richards, Susan
Subject: FW: Jefferson elementary School Parking

Call Ryan. Thanks.

From: Dave Albright [mailto:dalbright@sheboygan.k12.wi.us]
Sent: Thursday, December 11, 2014 2:24 PM
To: Sazama, Ryan
Subject: Jefferson elementary School Parking

Ryan,
SASD Safety committee approved the concept to allow 15 minute parking during school days (7 to 4) on both 15th and 16th Street, no closer than 30' to a cross street.

16th Street
We also discussed the need to allow for bus pick up/drop off. The location for City bus area is directly north of Merhten Ave. on 16th St. ending 10' south of access drive to playground. Starting 10' north of access drive continuing north until 30' from Heller Ave would be a 15 minute parking area, school days only.

15th Street
Commencing 30' south from Heller Ave to 10' from access driveway for loading dock would be 15 minute parking. Continuing south from driveway to Merhten will be no parking, busses only.

Thank You

David Albright
Coordinator of Facilites Services
Sheboygan Area School District
920.459.3571 W

II

R. O. No. _____ - 14 - 15. By Director of Planning and Development.
January 19, 2015.

Submitting a request from Chad Pelishek, Director of Planning and Development, of year-end reports of the Building Inspection Division.

PP&S

Director of Planning & Development

II

BUILDING INSPECTION DEPT

CASH RECEIPT REPORT
YEAR 2014

PREPARED BY: T. HERMANN

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	$84,630.00	$76,445.00
Building Permits	$225,722.96	$395,440.30
Projecting Sign Fees	$8,325.00	$7,125.00
Electrical Permit Fees	$77,460.00	$139,285.00
Heating Permit Fees	$64,125.00	$145,657.00
Sales Tax	$121.21	$86.98
Plumbing Permit Fees	$23,144.00	$44,960.00
Sewer Permit Fees	$14,500.00	$16,000.00
Occupancy Permit Fees	$7,600.00	$13,950.00
Board of Appeals	$6,250.00	$4,750.00
Misc. General Revenue	$2,795.82	$1,821.72
Plan Examining Fees	$15,250.00	$9,850.00
Code Books	$20.00	
State Stamps	$80.00	$280.00
Rooming House Permits	$920.00	$530.00
Erosion Control Fees	$200.00	$675.00
Penalty Fees	$6,690.00	$24,312.40
Cash Over, Short or Refund	($2,422.00)	($1,882.00)
Contractors Escrow	($760.77)	$10,631.35
Weights & Measure License	$39,847.00	$37,480.00
Clearwater Inspection Fees	$32,350.00	$27,080.00
GRAND TOTALS OF THE ABOVE:	**$606,848.22**	**$954,477.75**

Report No: BI245B

Building Inspection Department
Housing Inspection Activity Report
For: 2014

As Of: 01/07/2015
15:41:00

	Number Of Inspection Requests	Number Of Requests Not Yet Inspected	Number Of Inspections With No Violations	Number Of Inspections With Violations	Total Number Of Violations	Average Number Of Violations	Number Of Violations Fixed	Number Of Violations In Process	Number Of Citations Issued
January	39	0	0	39	45	1.15	4	0	40
February	9	0	0	9	21	2.33	3	4	24
March	19	0	1	17	32	1.88	6	1	0
April	294	0	1	295	487	1.65	17	4	16
May	173	1	0	171	258	1.51	44	1	3
June	24	0	1	24	41	1.71	62	8	36
July	20	0	1	19	34	1.79	129	46	52
August	19	0	0	19	37	1.95	231	46	42
September	13	0	0	12	21	1.75	49	59	28
October	25	0	0	25	39	1.56	78	10	1
November	12	0	0	11	16	1.45	101	36	29
December	5	0	0	6	20	3.33	12	38	3
TOTAL	652	1	4	647	1,051	1.62	736	253	274

Number of Inspections Open: 183

Number of Inspections Closed: 469

FORM BI500B5 DATE OF RUN: 01/07/15

CLEARWATER VIOLATION COUNTS
FOR YEAR: 2014

VIOLATION DESCRIPTION	COUNT
Sump Pump Connected Directly to sanitary sewer system.	1
Sump Pump is Cross Connected to the sanitary sewer/floor drain.	4
The Floor Drain is Connected to the Footing tile, Roof Leader, or	29
The Sump Pit has a bypass to the floor drain.	1
The Discharge Piping on the Sump Pump is not of approved material (COMM. 84.30 State Plumbing Code)	8
The downspouts are connected to the sanitary Sewer System.	
Floor Drain(s) nonaccessible at time of Inspection.	3
One(more) Downspout leaders exist/Roof drains discharge to sanita	15
Drain Tile enter the Slop Sink drain.	1
Safety Issues.	48
Sump Pump Installed.	51
Sump Pit Connected to Drain Tile System.	48

TOTAL VIOLATION COUNT: 209

TOTAL CLEARWATER INSPECTIONS: 1,021

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence	1	7	$ 210,000.00	$ 1,346,309.00	$ 500.00	$ 3,220.00
Two-Family Residence	1		$ 145,000.00		$ 800.00	
Condominium						
Garages, Carports	25	23	$ 346,578.00	$ 11,324,980.00	$ 4,326.30	$ 76,777.58
New Commercial	6	9	$ 3,259,200.00	$ 147,616,724.00	$ 7,218.00	$ 32,106.70
New Misc - Non Residential	2		$ 14,374.00		$ 150.00	
Storage Bldgs - Residential	31	23	$ 117,937.00	$ 57,290.00	$ 2,075.36	$ 1,288.80
Storage Bldgs - Commerical	1	3	$ 7,500.00	$ 3,070,000.00	$ 76.80	$ 8,426.50
Alterations & Add'ns - Residential	1439	1303	$ 8,862,345.32	$ 62,245,010.92	$ 104,760.70	$ 96,541.20
Alterations & Add'ns - Commercial	145	173	$ 7,563,908.59	$ 30,881,018.00	$ 75,504.00	$ 165,339.40
Wrecking	28	38	$ 206,962.00	$ 192,635.00	$ 3,884.30	$ 5,465.52
Moving						
Signs	95	79	$ 539,659.01	$ 478,992.95	$ 10,827.50	$ 9,697.00
Fences/Pools/Decks/Driveways	299	307	$ 951,271.50	$ 780,062.50	$ 14,080.00	$ 14,625.00
Tanks						
Miscellaneous	21	16		$ 19,600.00	$ 1,520.00	$ 890.00
TOTALS	**2094**	**1981**	**$ 22,224,735.42**	**$ 258,012,622.37**	**$ 225,722.96**	**$ 414,377.70**
PERMIT TYPES						
Electrical	382	331	$ 2,689,407.40	$ 5,950,699.00	$ 77,460.00	$ 139,285.00
Heating	543	542	$ 3,629,615.69	$ 9,316,780.46	$ 64,125.00	$ 145,657.00
Plumbing	342	369			$ 23,144.00	$ 44,960.00
Sewer	23	15			$ 14,500.00	$ 16,000.00
TOTALS	1290	1257	$ 6,319,023.09	$ 15,267,479.46	$ 179,229.00	$ 345,902.00
GRAND TOTALS OF THE ABOVE:	**3384**	**3238**	**$28,543,758.51**	**$273,280,101.83**	**$404,951.96**	**$760,279.70**

II

R. O. No. - 14 - 15. By CHIEF OF POLICE. January 19, 2015.

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, 2014 and ending December 31, 2014.

Part I Crimes	OCT		NOV		DEC		2014 TOTAL 4th QTR Actual Offenses	2013 TOTAL 4th QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	0	2	4	1	0	2	4	6
Robbery	2	1	4	2	4	4	10	3
Aggravated Assault	10	10	9	8	12	10	31	26
Burglary	7	3	15	5	10	2	32	41
Theft	92	28	101	51	82	35	275	264
Vehicle Theft	4	2	4	2	0	0	8	7
Arson	6	0	1	0	0	0	7	1
Total Part I Crimes	121	46	138	69	108	53	367	348
Total Current *Actual Offenses*		367	Total Current *Cleared*			168		
Same Quarter Last Year		348	Same Quarter Last Year			182		

PPB

Traffic Arrests	
OCT	202
NOV	198
DEC	146
Current Quarter	**546**
Same Quarter Last Year	**688**

Other Arrests	
OCT	364
NOV	358
DEC	341
Current Quarter	**1063**
Same Quarter Last Year	**1035**

Accidents Investigations	
Current Quarter	**434**
Same Quarter Last Year	**478**

Total Arrests	
Current Quarter	**1609**
Same Quarter Last Year	**1723**

Property	OCT	NOV	DEC	Current Quarter	Same Quarter Last Year
Value Property Stolen	27,758	43,888	55,077	**126,723**	**140,588**
Value Property Recovered	10,926	9,516	9,016	**29,458**	**42,715**
Percent Recovered	**39**	**22**	**16**	**23**	**30**

Chief of Police Christopher D. Domagalski

II

R. O. No. ____ - 14 - 15. By CITY CLERK. January 19, 2015.

Submitting a communication from Faye Reinwand requesting a change of parking regulations on her very small block near Memorial Hospital.

PPS

Susan Richards
City Clerk

II

Richards, Susan

From: Langhoff, Cinda
Sent: Wednesday, January 14, 2015 2:24 PM
To: Richards, Susan
Subject: FW: Parking signs

Sue,
Please add this as a document for the next council meeting. Thanks.
Cinda

-----Original Message-----
From: Faye Reinwand [mailto:steveandfaye@yahoo.com]
Sent: Wednesday, January 14, 2015 2:16 PM
To: Langhoff, Cinda
Subject: Parking signs

To The City of Sheboygan,

I own a home at 2715 N. 7th Street in the city of Sheboygan. I have owned my home for nine years. I am the only house on North 7th Street between North Avenue and Highland Terrace on the East side of the street. There currently is unlimited parking on my street. The Memorial Hospital employees park on my street starting at 7 am until sometimes 7 or 8 pm at night. I have a driveway, and while it has inconvenienced my family at times, we've dealt with it. For the last two Spring/Summer seasons I have put my house on the market as I would like to downsize. Something that continuously comes up from potential buyers is the street parked full of cars. I truly feel this is a deterrent to a sale of my home. Most area streets have a 2 hour limit sign or no parking at all. I am wondering if I could propose a change to the parking rules on my one tiny block to hopefully help with sale of my house in this upcoming spring season. I would truly appreciate the chance to see if this would help my situation.

Thank you for the consideration in this matter.

Sincerely,

Faye Reinwand
2715 N. 7th Street
Sheboygan, WI. 53083
(920) 912-0219
email: steveandfaye@yahoo.com

II

R. O. No. ____ - 14 - 15. By BUILDING INSPECTION. January 19, 2015.

Submitting the report of the Building Inspection Department for the month of December 2014.

PP&S

Dir. Of Planning & Development

II

R. O. No. _____- 13- 14. By BUILDING INSPECTION DEPARTMENT.
January 19, 2015

We hereby submit the report of the Building Inspection Department for the month of: DECEMBER 2014

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2014	2013	2014	2013	2014
One-Family Residence						
Two-Family Residence						
Condominium						
Garages, Carports						
New Commercial	2		$ 425,000.00		$ 930.00	
New Misc - Non Residential						
Storage Bldgs - Residential		3		$ 6,700.00		$ 150.00
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	44	50	$ 367,163.00	$ 350,095.00	$ 4,220.00	$ 4,140.00
Alterations & Add'ns - Commercial	3	9	$ 96,523.00	$ 220,419.00	$ 970.00	$ 2,290.00
Wrecking	2	6	$ 15,100.00	$ 35,900.00	$ 286.00	$ 1,057.26
Moving						
Signs	7	4	$ 30,747.20	$ 6,800.00	$ 650.00	$ 300.00
Fences/Pools/Decks/Driveways	1	2	$ 1,200.00	$ 5,900.00	$ 35.00	$ 90.00
Tanks						
Miscellaneous	2	1			$ 100.00	$ 50.00
TOTALS	**61**	**75**	**$ 935,733.20**	**$ 625,814.00**	**$ 7,191.00**	**$ 8,077.26**
PERMIT TYPES						
Electrical	11	18	$ 66,600.00	$ 88,686.00	$ 1,970.00	$ 2,870.00
Heating	63	57	$ 257,185.00	$ 508,533.00	$ 3,825.00	$ 9,970.00
Plumbing	15	36			$ 820.00	$ 3,460.00
Sewer		2				$ 1,000.00
TOTALS	89	113	$ 323,785.00	$ 597,219.00	$ 6,615.00	$ 17,300.00
GRAND TOTALS OF THE ABOVE:	**150**	**188**	**$1,259,518.20**	**$1,223,033.00**	**$13,806.00**	**$25,377.26**

BUILDING INSPECTION DEPT

CASH RECEIPT REPORT
DECEMBER 2014

PREPARED BY: T. HERMANN

CASH RECEPITS	NUMBER OF PERMITS	
	2013	2014
Contractors Licenses	$33,395.00	$33,480.00
Building Permits	$7,191.00	$8,077.26
Projecting Sign Fees		
Electrical Permit Fees	$1,970.00	$2,870.00
Heating Permit Fees	$3,825.00	$9,970.00
Sales Tax	$3.15	$3.06
Plumbing Permit Fees	$820.00	$3,460.00
Sewer Permit Fees		$1,000.00
Occupancy Permit Fees	$900.00	$750.00
Board of Appeals	$500.00	
Misc. General Revenue	$64.82	$68.50
Plan Examining Fees	$800.00	$400.00
Code Books		
State Stamps		
Rooming House Permits	$270.00	$270.00
Erosion Control Fees		
Penalty Fees		$295.00
Cash Over, Short or Refund	$125.00	$20.00
Contractors Escrow	($1,465.00)	$10,745.50
Weights & Measure License	$20,318.00	$17,298.00
Clearwater Inspection Fees	$2,040.00	$2,000.00
GRAND TOTALS OF THE ABOVE:	**$70,756.97**	**$90,707.32**

II

R. O. No. ____ - 14 - 15. By CITY CLERK. January 19, 2015.

Submitting a Summons and Complaint in the matter of Coretta E. Munoz vs. the City of Sheboygan et al.

Finance

Susan Richards
City Clerk

CIRCUIT COURT BRANCH 1
L EDWARD STENGEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

STATE OF WISCONSIN | CIRCUIT COURT BRANCH ___ | SHEBOYGAN COUNTY

Case Code: 30101

CORETTA E. MUNOZ
an Adult Individual
428 St. Clair Avenue
Apartment 2
Sheboygan, WI 53081

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081,

TRANSIT MUTUAL INSURANCE CORPORATION OF WISCONSIN
a Wisconsin Insurance Company
P.O. Box 1135
Appleton, WI 54912-1135,

SHORELINE METRO
A Wisconsin Company
608 S. Commerce Street
Sheboygan, WI 53081,

and

SCOTT WILKE
an Adult Individual
N 6401 County Road M
Sheboygan Falls, WI 53085,

Defendants.

1/9/15 at 4:10 pm
City of Sheboygan
828 Center Avenue, Sheboygan
Susan Richards
Corporate Service

Case No. 15CV0017

JAN 9 '15 PM 4:06

CLERK CIRCUIT COURT
FILED
'15 JAN -9 P2:09
SHEBOYGAN COUNTY

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiff's attorneys, whose address is 607 North 8th Street, Ste. 700, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper Answer within 45 days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 9th day of January, 2015.

ROHDE DALES LLP

By _____
Jacob R. Sundelius
An Associate of the Firm
State Bar No. 1096476
Attorneys for Plaintiff

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

STATE OF WISCONSIN | CIRCUIT COURT BRANCH ___ | SHEBOYGAN COUNTY

Case Code: 30101

CORETTA E. MUNOZ
an Adult Individual
428 St. Clair Avenue
Apartment 2
Sheboygan, WI 53081

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081,

Case No. 15CV0017

TRANSIT MUTUAL INSURANCE
CORPORATION OF WISCONSIN
a Wisconsin Insurance Company
P.O. Box 1135
Appleton, WI 54912-1135,

SHORELINE METRO
A Wisconsin Company
608 S. Commerce Street
Sheboygan, WI 53081,

and

SCOTT WILKE
an Adult Individual
N 6401 County Road M
Sheboygan Falls, WI 53085,

Defendants.

COMPLAINT

Plaintiff Coretta E. Munoz, through her attorneys, Rohde Dales LLP, as a Complaint against the Defendants, alleges as follows:

1. Plaintiff Coretta E. Munoz (Munoz) is an adult resident of Sheboygan County, residing at 428 St. Clair Avenue, Apartment 2, Sheboygan.

2. The City of Sheboygan is a Wisconsin Municipal Corporation with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin.

3. Defendant Transit Mutual Insurance Corporation of Wisconsin (Transit Mutual) is a domestic insurance company with its principal place of business located at 2575 South Memorial Drive, Appleton, Wisconsin 54915. Upon information and belief, Transit does substantial business in Sheboygan County including its coverage of the City of Sheboygan.

4. Defendant Shoreline Metro is a domestic company with its principal place of business located in Sheboygan County at 608 S. Commerce Street, Sheboygan, Wisconsin.

5. Upon information and belief, defendant Scott Wilke is an adult resident of Sheboygan County, residing at N 6401 County Road M, Sheboygan Falls, Wisconsin.

6. Upon information and belief, Shoreline Metro is wholly owned by The City of Sheboygan.

7. Upon information and belief, Shoreline Metro is wholly operated by the City of Sheboygan.

8. Upon information and belief, at all times material, hereto, there was in full force and effect one or more policies of liability insurance issued by Transit Mutual to or covering the City of Sheboygan. Transit Mutual agreed to indemnify the City of Sheboygan with respect to any and all liability or damages suffered by a third person as a result of the negligent operation of Shoreline Metro busses. Therefore, Transit Mutual is a proper party to this action.

9. Munoz provided the City of Sheboygan proper notice of claim on or about March 10, 2014 as required by Wis. Stat. § 893.80.

10. The City of Sheboygan did not respond to Munoz's notice of claim.

FIRST CLAIM FOR RELIEF – NEGLIGENCE OF SCOTT WILKE

11. Munoz incorporates as if fully set forth herein all of the preceding allegations of the Complaint contained in paragraphs 1 through 10.

12. On or about December 11, 2013, at between approximately 4:00 and 5:00 p.m., Munoz was traveling by bus (the Bus) via Shoreline Metro.

13. Upon information and belief, at that same time and place, Scott Wilke was operating the Bus.

14. Upon information and belief, Scott Wilke caused the Bus to come to an abrupt stop.

15. Upon information and belief, Scott Wilke was negligent in the operation of the Bus as to speed, lookout, management, and control.

16. As a direct and proximate result of the negligent acts and omissions on the part of Scott Wilke, Munoz sustained injuries to her person, some of which may be permanent, resulting in past and future medical and related expenses and past and future pain, suffering, and disability.

SECOND CLAIM FOR RELIEF – RESPONDEAT SUPERIOR

17. Munoz incorporates as if fully set forth herein all of the proceeding allegations of the Complaint contained in paragraphs 1 through 16.

18. Upon information and belief, on December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, was an employee of Shoreline Metro.

19. On or about December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, had the express and inherent authority of Shoreline Metro to operate the Bus.

20. The driver of the Bus's, who upon information and relief was Scott Wilke, actions driving the Bus on or about December 11, 2013, were within the scope of his employment.

21. Shoreline Metro is responsible for the damages caused to Munoz by the driver of the Bus's, who upon information and relief was Scott Wilke, negligent operation of the Bus.

THIRD CLAIM FOR RELIEF – RESPONDEAT SUPERIOR

22. Munoz incorporates as if fully set forth herein all of the proceeding allegations of the Complaint contained in paragraphs 1 through 21.

23. Upon information and belief, on December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, was an employee of the City of Sheboygan.

24. On or about December 11, 2013, the driver of the Bus, who upon information and relief was Scott Wilke, had the express and inherent authority of the City of Sheboygan to operate the Bus.

25. The driver of the Bus's, who upon information and relief Scott Wilke, actions driving the Bus on was or about December 11, 2013, were within the scope of his employment.

26. The City of Sheboygan is responsible for the damages caused to Munoz by the driver of the Bus's, who upon information and relief was Scott Wilke, negligent operation of the Bus.

WHEREFORE, Plaintiff Coretta Munoz demands judgment against Defendants City of Sheboygan, Transit Mutual Insurance Corporation of Wisconsin, Shoreline Metro, and Scott Wilke as follows:

A. Damages to be determined by the trier of fact;

B. The costs and disbursements of this action; and

C. For such other and further relief as the court deems just and equitable.

PLAINTIFFS HEREIN DEMAND TRIAL BY A 12-PERSON JURY.

Dated this 9th day of January, 2014.

ROHDE DALES LLP

By _____
Jacob R. Sundelius
An Associate at the Firm
State Bar No. 1096476
Attorneys for Plaintiffs

P.O. Address:
607 North 8th Street, Ste. 700
Sheboygan, WI 53081-4513
Telephone (920) 458-5501
Facsimile (920) 458-5874

II

R. O. No. _____ - 14 - 15. By CITY CLERK. January 19, 2015.

Submitting a communication from Benjamin Baumann requesting a waiver from the Sex Offender Residency Restrictions in order to live at 2526 S. 8th St., #4.

PP+S.

Susan Richards
City Clerk

II

My name is Benjamin Baumann and I am requesting a waiver to the sexual offender residency restrictions.

JAN 15 '15 AM 8:09

2524 S. 8th Street #4

Sheboygan WI 53081

01/15/2014.

920-254-1183

III

Res. No. ____ - 14- 15. By Alderperson Hammond. January 19, 2015.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Daniel Gilbertson, et al. v. City of Sheboygan, and authorizing payment for said services.

RESOLVED: That the appropriate City officials are hereby authorized to retain the services of Lindner & Marsack, S.C. to represent the City in the defense of the lawsuit filed by Daniel Gilbertson, et al., Case No. 14CV792.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on the Human Resources Contracted Services Account No. 10118100-521900 in payment of same.

_____

suspend

pass

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 14 - 15. By Alderperson Heidemann. January 19, 2015.

A RESOLUTION authorizing advertising for bids for the concrete paving of S. 32nd Street (Crocker Avenue to Washington Avenue), the reconstruction of Parking Lot No. 13, the reconstruction of New York Avenue (N. 8th Street to N. 7th Street), the reconstruction of N. 8th Street (Wisconsin Avenue to New York Avenue), and the reconstruction of a storm sewer in Michigan Avenue (N. 4th Street to N. 3rd Street).

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the concrete paving of S.32nd Street (Crocker Avenue to Washington Avenue), reconstruction of Parking Lot No. 13, the reconstruction of New York Avenue (N. 8th Street to N. 7th Street), the reconstruction of N. 8th Street (Wisconsin Avenue to New York Avenue), and the reconstruction of a storm sewer in Michigan Avenue (N. 4th Street to N. 3rd Street) according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

Pub. Wks

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____- 14 - 15____. By Alderperson Heidemann. January 19, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Century Fence Company of Pewaukee for the purposes of supplying and installing new chain link fence at Wildwood Athletic Park for softball Field Two and Three.

WHEREAS, it is necessary to waive the competitive bid requirements for this work due to the City parks standardizing all fencing at the Wildwood Athletic Park, and

WHEREAS, Century Fence Company has already been used for Field One in 2014 and has been predominantly used in the City of Sheboygan.

RESOLVED: That the appropriate City officials are hereby authorized to waive the competitive bid requirements and enter into contract with Century Fence Company for supplying and installing new chain link fence at Wildwood Park for the purchase of fencing for $16,865.00 in payment of same from Building Exterior Maintenance fund 10153000-524110.

Pub. WB

_____

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. _____ - 14 - 15. By Alderperson Heidemann. January 19, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into agreement with the Mid-Lake Softball Organization, Inc. and the City of Sheboygan for operation and management of the Wildwood Softball Complex.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the Agreement between the Mid-Lake Softball Organization, Inc. and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

Pub Wks.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. _____ - 14 - 15. By Alderperson Donohue. January 19, 2015.

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 + Grieb

_____

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 19, 2015
Agenda Item Salaries & Grievance Committee:	January 26, 2015
Approval by City Council:	February 2, 2015

(Replaces 2014 Non-Rep Comp Plan adopted by way of Res. xxx-xx-xx, as amended by Res. 8-13-14)

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PAGE

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 2015 pay scale has changed from 2014. The mid-point of each scale has increased by 2.0%, which adjusted both the minimum and maximum pay for Non-Represented grades 1-16, and adjusted the maximum amount for DPW Labor Workforce. The variation reflects inflation and market trend which has affected pay ranges.

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: Chief Administrative Officer, Chief of Police, Fire Chief, Director of Public Works, Human Resources Director, Planning Director, City Assessor, and Finance Director.

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

Employee(s): Any active, permanent full-time or permanent part-time, non-elected, non-represented employee, not including seasonal, temporary, extra help, or permanent employees

whose regular work schedules are under 600 hours per year.

Employer: The City of Sheboygan.

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

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

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

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

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

IV. ROLE OF THE HUMAN RESOURCES DEPARTMENT IN COMPENSATION ADMINISTRATION

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

1. Developing, implementing, and monitoring organization-wide compensation policies, procedures and programs, and ensuring adherence to them.

2. Developing and maintaining current job analysis and job description information throughout the organization, continually monitoring changes to the jobs, and revising analyses and job descriptions as appropriate.

3. Providing analysis and recommendations to support the annual compensation policies to be made by the Common Council as described in Section VII.

4. Providing compensation administration reports and data needed for effective program review and control.

5. Developing recommendations for and implementation of approved pay rates, pay structures and pay practices; reviewing market data to determine changes necessary to ensure that the organization is competitive within the relevant municipal and private sector labor markets.

6. Ensuring compliance with wage and hour laws and regulations.

7. Consulting with managers, supervisors, and employees on compensation and performance management problems and issues.

8. Developing, implementing and monitoring performance management policies, procedures and programs. This includes developing and reviewing the effectiveness of performance appraisal activities, and ensuring that employees receive timely and accurate appraisals.

9. Preparing updates to the compensation program document contained herein for council review and approval, and providing this information to all employees covered by the program.

10. Educating employees on the current compensation program.

V. ROLE OF THE INDIVIDUAL DEPARTMENT IN COMPENSATION ADMINISTRATION

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

1. Ensuring that approved compensation administration policies, programs, and procedures are followed in all divisions within the department.

2. Reviewing and approving all job descriptions and ensuring that the Human Resources Department is informed of all new and changed jobs so that jobs can be re-analyzed and new job descriptions can be developed.

3. Reviewing each employee's performance at least once a year and recommending any salary increase deemed appropriate. This task requires discussing the performance review and rating with the individual employee and submitting the required appraisal forms to the Human Resources Department for review and discussion of pay adjustments.

4. Recommending revisions in compensation administration policies, procedures, and practices to the Human Resources Director when deficiencies and problems are identified.

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

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

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

1. At the request of the Human Resources Director, provide counsel and assistance with regard to the integrity and effectiveness of the compensation program for non-represented employees;

2. Review and provide input into the annual major pay policy recommendations made by the Human Resources Director, before presentation to the Salaries and Grievances Committee (see Section VII).

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

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

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

The Salaries and Grievances Committee performs the following functions:

1. Approves, subject to Common Council approval, annual recommendations made by the Human Resources Director, after input from the Department Head Advisory Committee, regarding major pay policy decisions including:

   a. range adjustments

   b. across-the-board increases, (if applicable)

   c. merit increase annual budget

2. Approval of all inequity and promotional increases provided they are within the salary grade range.

3. Approves all modifications to the compensation program described herein, for final approval by the Common Council.

VIII. ROLE OF THE COMMON COUNCIL IN COMPENSATION ADMINISTRATION

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

1. How much if any, pay ranges should be adjusted to be externally and internally competitive;

2. How much, if any, should be budgeted for across-the-board adjustments (if necessary to maintain internal equity);

3. How much should be budgeted for merit increases;

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

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

IX. SALARY STRUCTURE

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

MINIMUM RATE

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

MIDPOINT RATE

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

MAXIMUM RATE

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

In salary grades 1-16, the range is 20% below and above the midpoint. In the DPW job classes 1-4, 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. <u>The maximum of the salary range shall not be exceeded</u>.

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 increases 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 employees 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 2015 paper form is attached (see Exhibit #3), Yearly Performance Evaluation. A move to an electronic form is anticipated. The content will remain the same as the paper form.

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

1. Establishment of the Merit Increase Budget

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

2. **Merit Increase Amount**
Once the budget has been approved, it is up to each supervisor and/or department head to approve the amount granted to the employee. The City establishes the percentage guidelines in the merit adjustment on an annual basis and the amounts, therefore, are subject to change. The amount identified in 2015 is 2.0%.

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

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

3. **Merit Adjustments Applied to Current Salary**
The merit adjustment percentage will be applied directly to the employee's current salary. Salary ranges will be reviewed periodically to insure the City's pay ranges remain competitive while the merit adjustment schedule is reviewed annually based upon additional factors.

Base wage adjustments provides newer employees and those in the lower part of the wage scale the opportunity to reach the midpoint, or fair market value, at a rate which reflects their job performance. (i.e. the better the performance the faster they reach the midpoint). It also allows above average and outstanding performances to exceed the midpoint which would be expected for employees who constantly perform at those levels, as well as those who either have greater experience levels when starting the position or those who have a greater length of time on the job.

4. **Frequency of Merit Reviews**
Consideration for merit adjustments shall be once every twelve (12) months.

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

5. **Performance Appraisal Review Procedures**
All employees shall be evaluated by their department head a minimum of once per year. The employee's supervisor shall evaluate each employee's performance for the period following

the employee's last performance appraisal review and recommend a merit adjustment for the employee that is consistent with the established merit adjustment amount, using either a manual performance appraisal process (Exhibit #1) and appropriate form (Exhibit #3), or utilizing the on-line review process in MUNIS. In addition, the employee will be provided a feedback opportunity by completing an Employee Questionnaire Form (Exhibit #2) or completing the on-line questionnaire.

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

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

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

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

9. **Retroactivity**

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

10. Employee and Management Training

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

XIV. COMPENSATION PROGRAM REPORTING

A. POLICY

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

B. PROCESS

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

1. A breakout of requested annual adjustment dollars by component:

    a. Merit Adjustments

    b. Equity Adjustments

2. Assurance through Human Resources Department review that all employees have been evaluated.

3. A confidential report on the distribution of performance ratings.

4. Any other information deemed pertinent by Council.

XV. PLAN COMMUNICATION AND MANAGEMENT TRAINING:

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

1. Preparing and distributing plan information for all new employees as part of the orientation process.

2. As plan changes occur pursuant to Council action, preparing information and holding meetings with employees to review all changes, and preparing and distributing individual notification to employees regarding any changes to their compensation. If minor changes are made, or if the change of the Non-Rep Comp Plan consist primarily to identify differences in the merit adjustment guide and/or pay scale, the Human Resources Department will distribute communication via posting a memo with the changes, either in a department or transmitted through intranet communications.

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

1. City compensation policies and procedures.

2. Sound pay-for-performance practices and City compensation techniques such as the use of pay increase guidelines.

3. Use of the budgeted merit adjustment and methods for forecasting increases.

4. Use of planning worksheets which include individual employee's past performance rating history, past raises, and timing of these raises, to provide the information to allow increases to be based on long-term performance opposed to short-term changes.

Exhibit #1
Performance Evaluation Process

Performance Evaluation Process

On-going organizational success depends on the intellectual capital within the organization. This program is a critical strategic tool for attracting and retaining qualified employees to sustain our organization and ensure that the 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 DEVELOMPENT / 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 Questionaire

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 evalulation 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

Performance Evaluation Form

City of Sheboygan
spirit on the lake

Yearly Performance Evaluation

Name: _____ Clock: _____

Job Title/Grade: _____ Dept: _____

Change Rate from _____ to _____ Eff.Date _____

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

Supervisor's Signature	Date	Department Head's Signature	Date	Human Resource Signature	Date

Introduced/Jan 2013

Exhibit #4

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

Communications Review / Feedback Opportunity

(This section must be completed and signed by the employee)

1. Goals for the next year (supv completes / 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 XXX : 2015 YEARLY REVIEW

DATE: 1/Jan/15

EMPLOYEE:

TITLE:

2015

Measurable Goals, Objectives and Results

Goal:		CAREER
Timeframe:		
Steps:		
Questions:		
Goal:		CROSS TRAINING
Timeframe:		
Steps:		
Questions:		
Goal:		SOFTWARE
Timeframe:		
Steps:		
Questions:		
Goal:		PRIMARY DUTY
Timeframe:		
Steps:		
Questions:		
Goal:		OTHER DEPARTMENTS
Timeframe:		
Steps:		
Questions:		

Calendar Review	NOV	DEC	JAN	FEB	MAR	APR	MAY
	JUN	JUL	AUG	SEPT	OCT	NOV	DEC

(shade in the months that correspond with the GOAL Timeframe)

Notes

Exhibit #5

MERIT / INCENTIVE AWARD SCHEDULE
2015

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 2015:

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

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

Overall Performance Level	Incentive Increase Amount	
Unacceptable	0.00% increase	Salary **below mid-point**: Increase is **added to base**
Below Acceptable	0.00% increase	
Successfully Achieved	0.25% increase	Salary **above mid-point**: Increase is a **one-time lump**
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.**

Exhibit #6

CONFIDENTIAL

NOTICE OF EVALUATION/APPEAL

TO: Sandy Rohrick
Human Resources Director

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

S:HR NonRepCom Plan
Notice of Evaluation Appeal Jan 2015

Exhibit #7
2015 Non-Rep Pay Scale

Non-Represented Exempt & Non-Exempt Salary Grade Ranges 2015 Hourly Pay and Annual Base Salary					
Salary Grade	Q1	Q2		Q3	Q4
	Minimum	Below Midpt	Midpoint	Above Midpt	Maximum
1	11.69	13.15	14.61	16.07	17.53
	24,305.05	27,343.18	30,381.31	33,419.44	36,457.57
2	13.38	15.06	16.73	18.40	20.07
	27,835.39	31,314.82	34,794.24	38,273.66	41,753.09
3	15.88	17.86	19.85	21.83	23.82
	33,029.07	37,157.70	41,286.34	45,414.97	49,543.60
4	17.27	19.42	21.58	23.74	25.90
	35,914.44	40,403.75	44,893.06	49,382.36	53,871.67
5	18.70	21.04	23.38	25.72	28.05
	38,901.66	43,764.36	48,627.07	53,489.78	58,352.49
6	20.13	22.65	25.16	27.68	30.20
	41,871.90	47,105.88	52,339.87	57,573.86	62,807.85
7	21.56	24.25	26.95	29.64	32.34
	44,842.14	50,447.40	56,052.67	61,657.94	67,263.21
8	22.43	25.24	28.04	30.84	33.65
	46,658.23	52,490.51	58,322.78	64,155.06	69,987.34
9	26.90	30.26	33.62	36.98	40.34
	55,942.35	62,935.14	69,927.94	76,920.73	83,913.52
10	29.02	32.64	36.27	39.90	43.53
	60,355.28	67,899.69	75,444.10	82,988.51	90,532.92
11	32.28	36.32	40.35	44.39	48.42
	67,144.40	75,537.45	83,930.50	92,323.55	100,716.60
12	35.54	39.99	44.43	48.87	53.32
	73,933.52	83,175.21	92,416.90	101,658.59	110,900.28
13	38.81	43.66	48.51	53.36	58.21
	80,722.64	90,812.97	100,903.30	110,993.63	121,083.96
14	42.13	47.40	52.66	57.93	63.20
	87,630.57	98,584.39	109,538.21	120,492.03	131,445.85
15	44.64	50.22	55.80	61.38	66.97
	92,858.19	104,465.46	116,072.74	127,680.01	139,287.28
16	47.20	53.10	59.00	64.90	70.80
	98,170.68	110,442.01	122,713.34	134,984.68	147,256.01
2015 DPW Labor Workforce Hourly and Annual Salary					
	Minimum	Below Midpoint	Midpoint	Above Midpoint	Maximum
MWI	17.00	18.02	19.03	19.98	20.94
	35,360.00	37,474.53	39,589.06	41,568.51	43,547.96
MWII	19.00	20.14	21.28	22.34	23.40
	39,520.00	41,888.29	44,256.58	46,469.40	48,682.23
MWIII	21.00	22.26	23.51	24.69	25.86
	43,680.00	46,291.44	48,902.88	51,348.02	53,793.17
MWIV	23.00	24.38	25.76	27.04	28.33
	47,840.00	50,705.20	53,570.40	56,248.92	58,927.44

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	1) Modified the merit and incentive adjustment amounts to accommodate the 2014 budgeted increase amount to payroll of 2.5% overall 2) Updated Exec Summary, listed all department head titles (adding changes from 2013 re: appointed and at-will department heads), loosened the evaluation form statement, allowing for a switch to electronic/MUNIS based evaluation process if needed 3) Updated XIII, C, 4 to state that inactive employees out on leave will received increase upon return to active status 4) Miscellaneous date and/or title changes, replacing 2013 with 2014 5) Removed 6-month "evaluation" period as it is obsolete 6) 2014 Wage Scale ranges were NOT modified from 2013, just the date of the salary range was revised.	Resolution 132-13-14 R.C. 310-13-14
2015		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.	

III

5.6

Res. No. 135 - 14 - 15 . By Alderperson Hammond. January 19, 2015.

A RESOLUTION authorizing the appropriate City Officials to enter into an amended Tourism Promotion & Development and Events Management Agreement between the City of Sheboygan and Sheboygan County Chamber of Commerce.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into an amended Tourism Promotion & Development and Events Management Agreement between the City of Sheboygan and Sheboygan County Chamber of Commerce, in a similar form as attached hereto.

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

TOURISM PROMOTION AND DEVELOPMENT AND EVENTS MANAGEMENT AGREEMENT

This Tourism Promotion and Development and Events Management Agreement (this "Agreement") is made this _____ day of _____, 2015, by and between the City of Sheboygan (the "City") and the Sheboygan County Chamber of Commerce, Inc. (the "Chamber").

RECITALS

The City collects room tax revenues pursuant to local ordinance for the purpose of tourism promotion and development among other things.

The Chamber has been involved to one extent or another in tourism promotion and development throughout its existence and has experience in tourism promotion and development in Sheboygan County.

The City believes that the Chamber has unique qualifications for achieving tourism growth in the City and desires to contract with the Chamber for certain tourism promotion and development services, which would be paid for from the room tax revenues collected by the City.

Additionally, the Chamber has event management experience and is in a unique position to coordinate and manage the Independence Day Celebration ("IDC") and certain other civic events in the City of Sheboygan that would not qualify as "tourism promotion and development" events under the statutory criteria which require generating paid overnight stays, and thus would not be paid for from room tax revenues required to be used for tourism promotion and development.

NOW, THEREFORE, in consideration of the above recitals and the terms and conditions set forth herein, the parties do agree as follows:

I. Tourism Promotion and Development Services.

A. Based on the funding provided to the Chamber by the City as set forth in Paragraph I.B. hereafter and on the basis of an approved budget as set forth in Paragraph I.C., the Chamber agrees to provide services (the "Services") for the promotion and development of tourism for the City pursuant to the terms and provisions set forth in this Agreement. The parties recognize that an exact delineation of

1/22/15

the Services is not practical, given the broad nature of tourism promotion and development, but do agree that the Services provided by the Chamber will include without limitation the following:

(1) The Chamber shall provide at a minimum one (1) full-time Tourism Director and one (1) full-time person for creative services to carry out the terms of this Agreement. Said personnel shall be compensated through room tax appropriations per Sec. 66.0615, Wis. Stats. Personnel or time allotted may be adjusted as necessary in relation to possible room tax income fluctuations, provided the minimum staffing is maintained. Personnel adjustments shall be approved by the Tourism Board as a duty of the Tourism Board's budget oversight set forth in Paragraph I.C., and shall be compensated through room tax appropriations for work performed for tourism promotion and development.

(2) The Chamber shall maintain supplies, equipment and an office from which its personnel shall work in order to effectively carry on tourism promotion and development, the annual cost of which shall be included in the Chamber's annual tourism promotion and development budget approved by the Tourism Board.

(3) The Chamber shall develop and maintain a separate state-of-the-art City tourism website, which shall provide information and inclusions as directed pursuant to this Agreement, as well as links to the City of Sheboygan and other preferred tourism sites.

(4) The Chamber shall prepare an annual plan and budget for tourism promotion and development which is approved by the Tourism Board and the Common Council.

(5) The Chamber will exercise its best efforts to encourage cooperation within Sheboygan County for tourism promotion and development.

(6) The Chamber shall appropriate and spend room tax funds in compliance with Sec. 66.0615,

Wis. Stats. and consistent with expenditure practices by tourism entities throughout Wisconsin. The Chamber shall maintain accurate records as to all room tax expenditures incurred by it pursuant to this Agreement as well as room tax revenues received.

(7) The Tourism Board, through the Chamber's Executive Director or designee, shall provide to the City's Common Council an annual marketing plan overview and an annual tourism economic impact report and such other related information as the Common Council may from time to time request.

B. Compensation. In consideration of the Services provided by the Chamber, pursuant to I.A. above, the City agrees to pay the Chamber 70% of the net revenues from room taxes collected by the City after deducting the room tax revenues collected from Blue Harbor Resort and Conference Center and the Blue Harbor condominiums (the "Compensation"). Payments shall be made on or before the last day of February, May, August and November of each calendar year of the term of this Agreement. Actual room tax revenues collected by the City shall include the payments of gross tax liability but shall exclude any amounts received by the City as penalties or interest.

C. Approved Budget. Not later than August 1 of each calendar year, the Chamber shall prepare a preliminary pro forma budget outlining general scope of work which delineates the proposed Services of the Chamber in tourism promotion and development for the subsequent calendar year as well as the budgeted revenue and expenses from such Services. The proposed budget shall be reviewed and approved by the Tourism Board and submitted to the City's Common Council for approval. Until the Common Council has approved the proposed budget in writing, no compensation shall be payable by the City to the Chamber for that budget year.

D. Sheboygan Tourism Board.

(1) The Chamber shall establish a Sheboygan Tourism Board ("Tourism Board") which provides

direction and oversight on the efforts of the Chamber in providing the Services. The Tourism Board shall consist of the City's Mayor and Director of Planning & Development, or their designees, a representative from the Chamber appointed by the Board of Directors of the Chamber, the Harbor Centre Business Improvement District Manager or designee, and the following representatives identified by the Chamber and approved by the Tourism Board:

(a) Two (2) representatives from separate City lodging facilities;

(b) One (1) non-lodging representative of a business primarily involved in tourism activities;

(c) The Chairperson of the City's Marina, Parks/Forestry Board; and

(d) The Chamber Executive Director and One (1) representative of a major countywide attraction having a direct impact on increasing overnight stays in the City of Sheboygan.

All members of the Tourism Board shall be voting, except for the representatives in (1)(d) above whom shall serve as ex-officio non-voting board members.

(2) Said Tourism Board shall not constitute nor be deemed a tourism commission for purposes of Sec. 66.0615, Wis. Stats. While recognizing that the Chamber Board of Directors has ultimate responsibility for the Services provided by the Chamber pursuant to this Agreement and any personnel hired by the Chamber to carry out Services, the Chamber does represent that its intention is the Chamber's Board of Directors shall give due deference to the decisions and recommendations of the Tourism Board. The Tourism Board shall elect a Chair to a one (1) year term. The Chair will set the frequency of meetings, set meeting agendas, and coordinate the review and approval processes for the budget and

marketing activities. The Chamber shall include and notify the City's mayor or designee to participate in Chamber Executive Committee discussions when tourism topics or issues are included in the Chamber Executive Committee's monthly meeting agenda.

(3) The Tourism Board shall define, review and approve goals, objectives and measurement criteria included in the Chamber's annual plan for tourism promotion and development.

II. Event Management Services.

A. The Chamber shall assume responsibility for sponsorships, organizing, promoting and executing the Independence Day Celebration ("IDC") and such number of summer Wednesday evening Sheboygan Pops Concerts in Fountain Park as agreed by the City and Chamber (collectively the "Events") as follows:

(1) Logistics. The Chamber will coordinate and manage all pre-event logistics and supplier services and needs, on-site management, sponsorship fulfillment and post-event functions for the Events. All agreements with third parties for services or needs for the Events shall be by and between the third party and the Chamber. The services will include without limitation:

(a) Coordinating parade entry and management of the IDC parade, including coordination of line-up, route management, on-site management, parade marshal coordination, parade judges, winner acknowledgement and official parade announcements.

(b) Negotiation for services and management of all necessary suppliers such as porta-potty/metro needs for the parade, the lakeshore parks and fireworks viewing areas, children and family entertainment (i.e. inflatables), tent, fencing, seating and logistical setup, electrical fulfillment, musical entertainment and logistics including lights, sound and staging, vendor coordination and

specifications for county health code and general safety, signage and promotional material for sponsor fulfillment and public management, advertising production and placement for event promotion and/or public service announcements and any other supplier relationships that may be necessary to successfully manage the IDC.

(c) Coordination and collaboration with the Sheboygan Police Department, Sheboygan Fire Department, Department of Public Works and any other municipal entities or departments as necessary to ensure public safety and proper use and need for City equipment and services, including but not limited to public park use, traffic control, on-site security, use and placement of park equipment, trash coordination for parks, street closures, crowd control, etc.

(d) The Chamber agrees to handle all permits, requests to Common Council, reservations to the Department of Public Works, and any other permits, licenses or permissions necessary to ensure that proper resources and notifications are agreed to in advance by all parties and City departments involved in the IDC.

(e) The parties recognize that an exact delineation of the services is not practical, given the broad nature of the IDC, but the parties do agree that the City shall have final approval for all general event schedules of the IDC.

(f) The Chamber shall have no responsibility for the procurement, running or displaying of fireworks.

(2) Sponsorship. The City shall be responsible for securing funding for the IDC through sponsorships. The Chamber shall work and cooperate with the City to solicit prospective sponsors, with the intent of negotiating sponsor agreements between the City and the

sponsoring individual, organization or company to procure funds for the IDC. The City and Chamber may also solicit members of the Tourism Board to assist in the procurement of sponsorships for the IDC. The Chamber shall invoice all sponsors on behalf of the City and shall collect all sponsor funds and hold the same for use only for the payment of the costs of the IDC.

(3) IDC Cost. The Chamber shall create a budget to be submitted to the City no later than March 31 for the year's IDC. The budget shall outline all anticipated event costs including estimated cost of staff time to plan, coordinate and manage the events, including post-event wrap-up and reconciliation. The proposed budget shall be reviewed and approved by the City prior to the Chamber providing further Services. In the event sponsor funding exceeds expenses for an IDC, the Chamber will hold the excess funds for the next year's IDC or pay the excess funds to the City for future IDC expenses. In the event that sponsor funding falls short of covering event expenses, the Chamber will work with the City on budget cut decisions, and the City shall have responsibility for covering any shortfall. A final profit and loss statement for the IDC shall be presented to the City following the IDC and after all invoices have been received, but no later than September 1.

(4) Additional City Services. The City recognizes the IDC requires use of City land and services. The City agrees to provide use of the following for the IDC at no cost:

(a) Use of Deland Park, including pavilions, shelters and structures, for the IDC.

(b) Use of City streets and lots, upon approval of parade permit submitted by the Chamber and approved by the Sheboygan Police Department, as necessary for parade staging and route commencement.

(c) Appropriate police aid for traffic

control and crowd control throughout the IDC.

(d) Appropriate support and equipment from the Department of Public Works for park maintenance, picnic tables, grills, and any other equipment under the purview of the department for use during the IDC.

III. General Provisions.

A. Term. This Agreement shall be for a one (1) year term beginning January 1, 2015 and ending December 31, 2015, and shall automatically renew for successive annual periods unless a notice of nonrenewal is given by either party to the other at least four (4) months prior to the end of the then current term.

B. Default. Should either party be in default of the terms and provisions of this Agreement, and such default continues for more than thirty (30) days after written notice of the same from the non-defaulting party, then the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. Should the Chamber fail to have received an approved budget as set forth in Paragraph I.C. above by December 15 of the year in which the budget was submitted for approval, either party may, at its option, declare this Agreement terminated and of no further force and effect. Upon any termination of this Agreement, the City agrees to reimburse the Chamber for any payments made for outstanding obligations to third-party vendors incurred by the Chamber for tourism promotion and development or event management services pursuant to this Agreement.

C. Modifications. This Agreement may be modified or amended by the parties at any time provided such changes are mutually agreed to, in writing, and signed by both parties.

D. Assignment by Chamber. The Chamber shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without prior consent of the City in writing.

E. Limitation of Authority. Except as may be specifically provided for with respect to event management services as provided in Section II hereof, the Chamber shall have no power to solicit proposals, bids or contracts on behalf of the City and no authority to bind the City or act in the City's behalf in any manner whatsoever. The Chamber's authority is hereby limited to those duties and responsibilities specifically enumerated herein.

F. Verification of Expenditures. The Chamber shall submit quarterly financial reports to the City detailing the revenues received and the expenses incurred in furtherance of its obligations under this Agreement. In addition, the Finance Director/Treasurer of the City shall have access to such books and records of the Chamber pertaining to expenditures of room tax monies received hereunder for the purpose of verifying that such expenditures were for a public purpose inuring to the benefit of the public. The City, at its discretion and cost, may request an independent third party financial review.

G. Release of Claims. In consideration of the City entering into this Agreement with the Chamber, the Chamber hereby irrevocably and unconditionally releases, waives, and fully and forever discharges the City and its respective agents, servants, attorneys, officers and employees (whether past or present) and their respective successors and assigns from any and all claims, liabilities, damages, losses, costs or obligations of any kind or nature whatsoever, including, but not limited to, those for attorney's fees and costs, whether known or unknown, anticipated or unanticipated, which in any way relate to the City's application of the Room Tax Statute, Sec. 66.0615, Wis. Stats., now or in the past, or the City's collection, use and/or distribution of room tax dollars in the past or pursuant to this Agreement, or any renewal thereof.

H. Nondiscrimination Provision. The parties agree not to discriminate against any employee or applicant for employment on the basis of age, race, creed, color, disability, marital status, sex, national

origin, ancestry, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or the State of Wisconsin or use or nonuse of lawful products off the employer's premises during nonworking hours.

I. Superseding Effect. As of January 1, 2015, this Agreement shall supersede the Tourism Promotion and Development Agreement dated _____, 2012.

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

BY: _____
Michael Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

DATED: _____

SHEBOYGAN COUNTY CHAMBER OF COMMERCE, INC.

BY: _____
Louis P Gentine II
President

ATTEST: _____
Betsy Alles
Executive Director

DATED: _____

III

Res. No. _____ - 14 - 15. By Alderperson Hammond. January 19, 2015.

A RESOLUTION AUTHORIZING THE REDEMPTION OF GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2006A.

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") has outstanding its General Obligation Promissory Notes, Series 2006A, dated April 15, 2006 (the "2006 Notes");

WHEREAS, the Common Council has determined that it is necessary and desirable to call the 2006 Notes maturing in the year 2015 for redemption on April 1, 2015 with funds of the City on hand;

NOW, THEREFORE, BE IT RESOLVED: The Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, that the 2006 Notes maturing in the year 2015 are called for prior payment on April 1, 2015 at the price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Wisconsin Public Finance Professionals, LLC to cause timely notice of redemption, in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice.

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

EXHIBIT A

NOTICE OF FULL CALL*

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2006A
DATED APRIL 15, 2006

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the City for prior payment on April 1, 2015 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
10/01/2015	$500,000	3.85%	8210223A6

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before April 1, 2015.

Said Notes will cease to bear interest on April 1, 2015.

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to April 1, 2015 and to the MSRB.

In addition, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. January 19, 2015.

Your Committee to whom was referred, pursuant to R. O. No. 193-14-15 by the City Clerk, submitting license application for the period ending December 31, 2014, June 30, 2015 and June 30, 2016; recommends that Taxicab Driver's License #0621 be denied based upon her failure to accurately reveal all relevant convictions on her taxicab driver's license application, her record of violations related to the licensed activity, and her record as a repeat law violator.

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

IV

R. C. No. ____ - 14 - 15. By SALARIES AND GRIEVANCES. January 19, 2015.

Your Committee to whom was referred R. C. No. 215-14-15 by Committee of the Whole and R. O. No. 178-14-15 by the City Clerk submitting a communication from Alderperson Bohren suggesting the attached revision of the CAO (Chief Administrative Officer) job description to be considered by the Salaries and Grievances Committee; recommends that the documents (R. C. No. 215-14-15 and R. O. No. 178-14-15) be placed on file and to pass the attached Ordinance and updated job description.

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

VI

Gen. Ord. No. _____ - 14 - 15. By Alderpersons Donohue, Dassler, Bohren and VanDer Weele. January 19, 2015.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code 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. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," 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. Chief Administrative Officer	16	1.0

Section 2. The new job description for the Chief Administrative Officer is attached, and copies of which shall be on file in the offices of the City Clerk, City Finance Director/Treasurer and Human Resources Department.

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:	**Chief Administrative Officer**	**Department:**	Administrative
Date Issue:	January 12, 2015 (Revision: B)	**Reports To:**	**Common Council President**
Classification:	Exempt	**Wage:**	Salary Grade 16

Position Summary

This is a professional and management position responsible for the administration of day-to-day operations of the city government in accordance with state laws, city ordinances and policies determined by the City Council. This position implements the directives of the Common Council with input from the Mayor and recommends policies and procedures.

Essential Duties & Responsibilities

1. Develop and present a detailed balanced budget scenarios for consideration by Common Council with input from the Mayor. Develop and implement annual budget under the direction of the Common Council with input from the Mayor.

2. Develop and present an annual strategic plan, which is updated annually, which includes a three (3) year rolling budget plan and a five (5) year capital improvement plan.

3. Establish and maintain procedures to facilitate communications between citizens and city government to assure that complaints, grievances, and other matters receive prompt attention by the responsible official and to assure that all such matters are expeditiously resolved.

4. Effectuate actions of the Common Council and implement administrative matters under the direction of the Common Council with input from the Mayor.

5. Consult with the Mayor and Common Council President on emergent matters requiring policy decisions.

6. Conduct research, prepare reports and make recommendations to the Mayor and Common Council on matters included within the scope of office.

7. Serve as ex-officio nonvoting member of the Standing Committees of the City, except as specified by the Common Council or Wisconsin State Statutes.

8. Attend meetings of the Common Council, assisting the Mayor and Council as required in the performance of their duties. Provide information about the administrator's office through oral or written reports at regular and special meetings of the council.

9. Act as public information officer for the City.

Supervisory Responsibilities:

Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include hiring of employees, planning and directing work with input from the Mayor, appraising performance, and salary administration for all non-elected Department Heads (including Fire and Police), addressing complaints and resolving problems. All non-elected Department Heads report to the Chief Administrative Officer.

Hiring/Promotion Clarification of Process: Recommends to the Mayor and Common Council, the appointment, promotion and termination of all employees that fall under the specified Table of Organization in accordance with the guidelines set forth by the City Human Resources Department.

Evaluations: Evaluates all non-elected Department Heads. These evaluations are to be in accordance with the guidelines set forth by the City Human Resources Department.

Performance Evaluation:

The CAO's performance will be evaluated on an annual basis by the Council President and Vice President with input from the Mayor.

Qualification Requirements:

To perform this job successfully, an individual must be able to perform each essential duty and responsibility satisfactorily. The requirements listed below are representative of the knowledge required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Education and/or Experience

Bachelor's Degree from an accredited college or university required with an advanced degree such as an MBA or MPA required. Position requires at least ten years of progressively responsible work experience in a municipal or private sector settings with a minimum of five years functioning in a senior leadership position.

Knowledge, Skills & Abilities Required

Experience in human resources management, budgeting and financial administration

- Knowledge in establishing and using performance measurement
- Thorough knowledge of principles and practices of public administration including comprehensive knowledge of Federal and State laws and regulations affecting municipal government.
- Knowledge of and significant experience in long-range planning of programs and services, management team development and employee relations
- Considerable ability to conduct sound research and to develop effective recommendations for policies and implementation procedures.
- Considerable experience in team building, planning organizing and directing the work of others.

CITY OF SHEBOYGAN

CHIEF ADMINISTRATIVE OFFICER

GRADE 16		**Code A01020D**
Reports to:	Common Council President	Department: Administrative
Classification:	Exempt	
Date:	October 3, 2011 Common Council	Approved: S & G 9/26/11 ***Revised: January , 2015***
	October 15, 2012	Common Council

POSITION SUMMARY:

This is a professional and management position responsible for the administration of day-to-day operations of the city government in accordance with state laws, city ordinances and policies determined by the City Council. This position implements the directives of the Common Council with input from the Mayor and recommends policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. ***Develop and present detailed balanced budget scenarios for consideration by Common Council with input from the Mayor.*** Develop and implement annual budget under the direction of the Common Council with input from the Mayor.

2. ***Develop and present an annual strategic plan, which is updated annually, which includes a three (3) year rolling budget plan and a five (5) year capital improvement plan.*** ~~Develop short and long term strategic plans, for the city under the direction of the Common Council with input from the Mayor.~~

3. Establish and maintain procedures to facilitate communications between citizens and city government to assure that complaints, grievances, and other matters receive prompt attention by the responsible official and to assure that all such matters are expeditiously resolved.

4. Effectuate actions of the Common Council and implement administrative matters under the direction of the Common Council with input from the Mayor.

5. Consult~~s~~ with the Mayor and Common Council President on emergent matters requiring policy decisions.

6. Conduct research, prepare reports and make recommendations to the Mayor and Common Council on matters included within the scope of office.

7. Serve as ex-officio nonvoting member of the Standing Committees of the City, except as specified by the Common Council or Wisconsin State Statutes.

8. Attend meetings of the Common Council, assisting the Mayor and Council as required in the performance of their duties. Provide information about the administrator's office through oral or written reports at regular and special meetings of the council.

9. Act~~s~~ as public information officer for the City.

SUPERVISORY RESPONSIBILITIES:

Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include hiring of employees, planning and directing work in consultation with input from the Mayor, appraising performance, and salary administration for all non-elected Department Heads (including Fire and Police), addressing complaints and resolving problems. All non-elected Department Heads report to the Chief Administrative Officer.

Hiring/Promotion Clarification of Process: This individual recommends to the Mayor and Common Council, the appointment, promotion and termination of all employees that fall under the specified Table of Organization in accordance with the guidelines set forth by the City Human Resources Department.

Evaluations: ~~This individual is responsible for implementing employee evaluation of all Managers and Directors.~~ ***Evaluates all non-elected Department Heads.*** These evaluations are to be in accordance with the guidelines set forth by the City Human Resources Department.

Performance Evaluation:

The CAO's performance will be evaluated on an annual basis by the Council President and Vice President with input from the Mayor.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty and responsibility satisfactorily. The requirements listed below are representative of the knowledge required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

Bachelor's Degree from an accredited college or university required with an advanced degree such as an MBA or MPA required. Position requires at least ten years of progressively responsible work experience in a municipal or private sector settings with a minimum of five years functioning in a senior leadership position.

Required Knowledge, Skills and Abilities:

- Experience in human resources management, budgeting and financial administration
- Knowledge in establishing and using performance measurement

- Thorough knowledge of principles and practices of public administration including comprehensive knowledge of Federal and State laws and regulations affecting municipal government.
- Knowledge of and significant experience in long-range planning of programs and services, management team development and employee relations
- Considerable ability to conduct sound research and to develop effective recommendations for policies and implementation procedures.
- Considerable experience in team building, planning organizing and directing the work of others.

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.

VI

6.3

R. C. No. 215 - 14 - 15. By WHOLE. December 1, 2014.

Your Committee to whom was referred R. O. No. 178-14-15 by the City Clerk submitting a communication from Alderperson Bohren suggesting the attached revision of the CAO (Chief Administrative Officer) job description to be considered by the Salaries and Grievances Committee; recommends that the document be referred to Salaries and Grievances.

refer to B+G

Julie Kath

Susan J Lessard

Jodi VanderWeele

John Berg

Committee

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

Dated_____ 20_____. _____ City Clerk

Approved_____ 20_____. _____, Mayor

IV

II

3.4

R. O. No. 178 - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting a communication from Alderperson Bohren suggesting the attached revision of the CAO (Chief Administrative Officer) job description to be considered by the Salaries and Grievances Committee.

Whole

refer to Sal + Griev

Susan Richards
City Clerk

II

CITY OF SHEBOYGAN

CHIEF ADMINISTRATIVE OFFICER

GRADE 16 | **Code A01020D**

Reports to:	**Common Council President,** VICE PRESIDENT AND COW CHAIRPERSON	**Department: Administrative**
Classification:	**Exempt**	
Date:	**October 3, 2011 Common Council**	**Approved: S & G 9/26/11**
	Modified October 8, 2012	**S & G**
	October 15, 2012	**Common Council**

POSITION SUMMARY:

This is a professional and management position responsible for DEVELOPING AND PRESENTING A DETAILED BALANCED BUDGET, **the administration of day-to-day operations of the city government in accordance with state laws, city ordinances and policies determined by the City Council. This position implements the directives of the Common Council with input from the Mayor and recommends policies and procedures.**

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. **Develop** AND PRESENT A PRELIMINARY DETAILED BALANCED BUDGET **and implement** THE **annual budget under the direction of the Common Council with input from the Mayor.**

2. **Develop** AND PRESENT **short and long term** ROLLING FIVE YEAR **strategic plans, for the city under the direction of the Common Council with input from the Mayor.**

3. **Establish and maintain procedures to facilitate communications between citizens and city government to assure that complaints, grievances, and other matters receive prompt attention by the responsible official and to assure that all such matters are expeditiously resolved.**

4. **Effectuate actions of the Common Council and implement administrative matters under the direction of the Common Council with input from the Mayor.**

5. **Consults with the Mayor and Common Council President** VICE PRESIDENT AND COW CHAIRPERSON **on emergent matters requiring policy decisions.**

6. **Conduct research, prepare reports and make recommendations to the Mayor and Common Council on matters included within the scope of office.**

7. **Serve as ex-officio nonvoting member of the Standing Committees of the City, except as specified by the Common Council or Wisconsin State Statutes.**

8. **Attend meetings of the Common Council, assisting the Mayor and council as required in the performance of their duties. Provide information about the administrator's office through oral or written reports** TO THE APPROPRIATE STANDING COMMITTEE OR THE COW ON A MONTHLY BASIS AND **at regular and special meetings of the council.**

9. **Acts as public information officer for the City.**

SUPERVISORY RESPONSIBILITIES:

Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include hiring of employees, planning and directing work in consultation with input from the Mayor, appraising performance, and salary administration for all non-elected Department Heads (including Fire and Police), addressing complaints and resolving problems. All non-elected Department Heads report to the Chief Administrative Officer.

Hiring/Promotion Clarification of Process: This individual recommends to the Mayor and Common Council, the appointment, promotion and termination of all employees that fall under the specified Table of Organization in accordance with the guidelines set forth by the City Human Resources Department.

Evaluations: This individual is responsible for implementing employee evaluation of all Managers and Directors. These evaluations are to be in accordance with the guidelines set forth by the City Human Resources Department.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty and responsibility satisfactorily. The requirements listed below are representative of the knowledge required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

Bachelor's Degree from an accredited college or university required with an advanced degree such as an MBA or MPA required. Position requires at least ten years of progressively responsible work experience in a municipal or private sector settings with a minimum of five years functioning in a senior leadership position.

Required Knowledge, Skills and Abilities:

- Experience in human resources management, budgeting and financial administration
- Knowledge in establishing and using performance measurement
- Thorough knowledge of principles and practices of public administration including comprehensive knowledge of Federal and State laws and regulations affecting municipal government.
- Knowledge of and significant experience in long-range planning of programs and services, management team development and employee relations
- Considerable ability to conduct sound research and to develop effective recommendations for policies and implementation procedures.
- Considerable experience in team building, planning organizing and directing the work of others.

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.

SAlphJob Description:
ChiefAdministrativeofficer
Modified 10/8/12
S & G 10 8 12

CAO PERFORMANCE EVALUATION

THE CAO'S PERFORMANCE WILL BE EVALUATED ON AN ANNUAL BASIS BY THE COUNCIL PRESIDENT, VICE PRESIDENT, AND COW CHAIRPERSON WITH THE ASSISTANCE FROM THE DIRECTOR OF THE HUMAN RES. DEPT.

VIII

R. C. No. ____ - 14 - 15. By FINANCE. January 19, 2015.

Your Committee to whom was referred Res. No. 129-14-15 by Alderperson Hammond being a Final Resolution regarding Industrial Development Revenue Bond Financing for Polyfab Corporation Project; recommends that the Resolution be passed.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.3

Res. No. 129 - 14 - 15. Alderperson Hammond. January 5, 2015.

A FINAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR POLYFAB CORP. PROJECT.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Wisconsin (the "Issuer"), as follows:

Section 1 Recitals.

1.01 Under Wisconsin Statutes, Section 66.1103, as amended (the "Act"), the Issuer is authorized and empowered to issue revenue bonds to finance eligible costs of qualified "projects" (as defined in the Act), and to enter into "revenue agreements" (as defined in the Act) with "eligible participants" (as defined in the Act).

1.02 Pursuant to an Initial Resolution duly adopted on July 21, 2014, the Issuer expressed its intention to issue industrial development revenue bonds of the Issuer in an amount not to exceed $10,000,000 (the "Bonds") to finance a project on behalf of Polyfab Corp., a Wisconsin corporation, and Gill - Janssen Corp., a Wisconsin corporation (collectively, the "Borrower"), consisting of financing the (i) acquisition of land, (ii) construction of an approximately 50,000 square foot addition to an existing approximately 50,000 square foot manufacturing facility located at 1705 Martin Avenue in the City of Sheboygan, Wisconsin (the "Facility") which is used by Polyfab Corp. to manufacture custom plastic injection molded parts, (iii) rehabilitation of the existing Facility, (iv) acquisition and installation of equipment at the Facility and (v) professional fees and costs (collectively, the "Project"). Notice of adoption of the initial resolution adopted on July 21, 2014 was published as provided in the Act, and no petition requesting a referendum upon the question of issuance of the revenue bonds has been filed.

1.03 Pursuant to Wisconsin Statutes, Section 66.1103, as amended, the Issuer may finance a project which is located entirely within the geographic limits of the Issuer.

1.04 Drafts of the following documents have been submitted to this Common Council and are ordered filed in the office of the City Clerk:

(a) a Bond Agreement (the "Bond Agreement"), proposed to be entered into among the Issuer, the Borrower, Bank First National, as trustee (the "Trustee") and Bank First Investments, Inc., as original purchaser (the "Original Purchaser");

(b) a Series A Promissory Note, Series B Promissory Note, and Series C Promissory Note, each from the Borrower to the Issuer, and each assigned by the Issuer to the Trustee; and

(c) a No Arbitrage Certificate.

Finance approve.

III

Section 2 Findings and Determinations.

It is hereby found and determined that:

(a) based on representations of the Borrower, the Project constitutes a "project" authorized by the Act;

(b) a public hearing has been duly held on January 19, 2015 in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, at which residents of the City of Sheboygan, Wisconsin were given an opportunity to be heard in regard to the proposed issuance of the Bonds and the nature and location of the proposed Project;

(c) the purpose of the Issuer's financing costs of the Project is and the effect thereof will be to promote the public purposes set forth in the Act;

(d) it is desirable that three series of revenue bonds in the aggregate principal amount not to exceed $10,000,000 (the "Series 2015A Bonds", Series 2015B Bonds" and the "Series 2015C Bonds", collectively the "Bonds") be issued by the Issuer upon the terms set forth in the Bond Agreement, under the provisions of which the Issuer's interest in the Bond Agreement (except for certain rights as provided therein) and the loan repayments will be assigned to the Trustee as security for the payment of principal of and interest on and premium, if any, on all the Bonds outstanding under the Bond Agreement;

(e) the loan payments provided for in the Bond Agreement, and the formulas set out for revising those payments under the Bond Agreement as required under the Act, are sufficient to produce income and revenue to provide for prompt payment of principal of and interest on and premium, if any, on Bonds issued under the Bond Agreement when due; the amount necessary in each year to pay the principal of and interest on the Bonds is the sum of the principal of, and interest on, the Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; and the Bond Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair, keeping it properly insured; and

(f) under the provisions of the Act, the Bonds shall be limited obligations of the Issuer, and the Bonds do not constitute an indebtedness of the Issuer, within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against the Issuer's general credit or taxing powers or a pecuniary liability of the Issuer.

Section 3 Approvals and Authorizations; Authentication of Transcript.

3.01 This resolution shall constitute the approval of the Bonds within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Bonds are hereby approved. There is hereby approved

the issuance by the Issuer of its industrial development revenue bonds (specifically, the Bonds) in an aggregate principal amount not to exceed $10,000,000 for the purpose of financing the Project.

The Issuer shall proceed to issue its Industrial Development Revenue Bonds, Series 2015A, 2015B and 2015C (Polyfab Corp. Project), in the aggregate principal amount not to exceed $10,000,000, in the forms and upon the terms set forth in the Bond Agreement, which terms, including without limitation, interest rates, redemption provisions and maturity, are for this purpose incorporated in this resolution and made a part hereof. The terms are hereby approved without further action by the Issuer, and the Mayor and City Clerk are authorized and directed to execute and deliver the documents listed in Section 1.04 herein which are hereby approved, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, and such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's attorney and bond counsel, including an Internal Revenue Service Form 8038.

The Mayor and the City Clerk are authorized and directed to execute and seal the Bonds as prescribed in the Bond Agreement and to deliver them to the Trustee (together with a certified copy of this resolution and any other documents required by the Bond Agreement) for authentication and delivery to the Original Purchaser.

3.02 The publication in the official newspaper of the Issuer of the notice for the public hearing referred to in Section 2(b) of this resolution, and such notice of public hearing as so published, are hereby ratified.

3.03 The Issuer hereby elects to have the provisions of Section 144(a)(4)(A) of the Internal Revenue Code of 1986, as amended, apply to the Bonds.

3.04 The Mayor and the City Clerk and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

3.05 The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's attorney and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

3.06 Bank First National shall initially assume and perform the duties of Trustee.

3.07 Notice of sale of the Bonds, in the form attached hereto as Exhibit A, shall be published in the official newspaper of the Issuer as a class 1 notice under Chapter 985 of the Wisconsin Statutes.

3.08 The Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the terms of the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Issuer shall pledge and assign to the Trustee all of its right, title and interest in and to the trust estate described in the Bond Agreement.

3.09 All out-of-pocket costs of the Issuer, including attorneys' fees, in connection with the issuance and sale of the Bonds shall be paid from the proceeds of the Bonds or by the Borrower.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EXHIBIT A

NOTICE TO ELECTORS OF
THE CITY OF SHEBOYGAN, WISCONSIN

On January 19, 2015, a resolution was offered, read, approved and adopted whereby the City of Sheboygan, Wisconsin authorized the issuance and sale of its Industrial Development Revenue Bonds, Series 2015A, 2015B and Series 2015C (Polyfab Corp. Project) in an amount not to exceed $10,000,000 (the "Bonds"). The closing of this bond sale was held on January _____, 2015. A copy of all proceedings had to date with respect to the authorization and sale of said Bonds is on file and may be examined in the office of the City Clerk, 828 Center Avenue, Sheboygan, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Susan Richards, City Clerk
City of Sheboygan, Wisconsin

VIII

R. C. No. ____ - 14 - 15. By FINANCE. January 19, 2015.

Your Committee to whom was referred Res. No. 130-14-15 by Alderperson Hammond authorizing a transfer of appropriations in the 2015 Budget (establish revenue and appropriation for proceeds from the estate of Carol Butzen); recommends that the Resolution be passed.

Reg.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.4

Res. No. 130 - 14 - 15. By Alderperson Hammond. January 5, 2015.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish estimated revenue and appropriation for proceeds from the Estate of Carol Butzen:

FROM	TO	AMOUNT
Capital Projects Fund City Development Sale of Property 40061100-469101	Capital Projects Fund City Development Land Improvements 40061100-611100	$46,035.16

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

VII

R. C. No. ____ - 14 - 15. By FINANCE. January 19, 2015.

Your Committee to whom was referred Res. No. 124-14-15 by Alderperson Hammond authorizing the appropriate City Officials to accept an offer to purchase the Armory Building and a portion of the Armory parcel; recommends that Res. No. 124-14-15 be filed and as a result of the determination of the Historic Preservation/Housing Rehabilitation Commission, the Committee recommends that the staff draft and execute a counter offer to SEAS factoring in the necessary changes as a result of the 90 day delay of the demolition.

reg.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

Other Matters

8.3

Res. No. 124- 14 - 15. By Alderperson Hammond. December 15, 2014.

A RESOLUTION authorizing the appropriate city officials to accept an offer to purchase the Armory Building and a portion of the Armory parcel.

RESOLVED: That the appropriate City officials are hereby authorized to accept, as Seller, the offer to purchase the Armory parcel, except the west 240.83 feet thereof, along with the Armory Building, as more fully set forth in the attached Offer to Purchase.

Finance File

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

Approved by the Wisconsin Real Estate Examining Board
03-1-12 (Optional Use Date) 07-1-12 (Mandatory Use Date)

WB-15 COMMERCIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, Sailing Education Association of Sheboygan, Inc. (SEAS), a non-stock corporation _____, offers to purchase the Property known as [Street Address] 516 Broughton Drive (the Sheboygan Armory Parcel), except the West 240.83 feet thereof, more or less _____ in the City of Sheboygan, County of Sheboygan, Wisconsin (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

■ PURCHASE PRICE: One and 00/100 _____ Dollars ($ 1.00).

■ EARNEST MONEY of $ N/A accompanies this Offer and earnest money of $ _____ will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or _____.

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

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 20-22, and the following additional items: The Armory Building situated primarily on the Property but also on the adjacent property to the west that is not being sold as part of this offer. _____.

All personal property included in purchase price will be transferred by bill of sale or _____.

■ NOT INCLUDED IN PURCHASE PRICE: _____.

CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

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

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

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

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before January 6, 2015. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

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

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

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

Seller's recipient for delivery (optional): _____

Buyer's recipient for delivery (optional): _____

[ ] (2) Fax: fax transmission of the document or written notice to the following telephone number:

Seller: (____) _____ Buyer: (____) _____

[X] (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, 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.

[X] (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, 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.

Delivery address for Seller: 828 Center Avenue, Suite 104, Sheboygan, WI 53081

Delivery address for Buyer: 630 Riverfront Drive, Suite 230, Sheboygan, WI 53081

[X] (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): chad.pelishek@sheboyganwi.gov

E-Mail address for Buyer (optional): ezufelt@windway.com

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

~~PROPERTY CONDITION REPRESENTATIONS~~ ~~Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge~~ of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____ and Real Estate Condition Report, if applicable, dated _____, which was/~~were received~~ by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and _____ _____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). Buyer may have recission rights per Wis. Stat. § 709.05.

CLOSING This transaction is to be closed no later than February 1, 2015 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____ _____.

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

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

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

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

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

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

☐ _____.

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

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115 or 277-286 or in an addendum attached per line 479. ~~At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.~~

~~**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)~~ and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____ _____. Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

☐ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security ~~deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.~~

RENTAL WEATHERIZATION This transaction (is) ~~(is not)~~ STRIKE ONE exempt from Wisconsin Rental Weatherization Standards (Wis. Admin. Code Ch. SPS 367). ~~If not exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.~~

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____ _____. If "Time is of the Essence" applies to a date or 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 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

ADDITIONAL PROVISIONS/CONTINGENCIES SEE ATTACHED EXHIBIT "A"

116 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.
123 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.
127 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 _____
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.
133 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 [STRIKE ONE] ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.
135 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) [STRIKE ONE] ("Buyer's" if neither is stricken)
136 expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____
137 _____ [CHECK ALL THAT APPLY], for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.
140 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) [STRIKE ONE] ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____
146 _____. [STRIKE AND COMPLETE AS APPLICABLE] Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.
150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map**
151 **when setting the deadline.**
152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.
157 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: [CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE]
159 ☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
160 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.
162 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.
164 ☐ Rent roll.
165 ☐ Other _____
166 _____.
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.
171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.
174 ▪ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

DEFINITIONS

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

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

a. Defects in structural components, e.g. roof, foundation, basement or other walls.
b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil.
d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained, nonconforming structures or uses, conservation easements, rights-of-way.
g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.
o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking.
p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or archeological artifacts on the Property.
r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable program.
t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
u. Government investigation or private assessment/audit (of environmental matters) conducted.
v. Other Defects affecting the Property.

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

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

(Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. 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 238 or 239.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

☐ **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 109-115 or 277-286 or in an addendum attached per line 479.

NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.

▪ 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 229. **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 _____ 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.

ADDITIONAL PROVISIONS/CONTINGENCIES _____

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DEFINITIONS CONTINUED FROM PAGE 4

■ ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assesments"), and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

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

CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

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

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

EARNEST MONEY

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

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

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

■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in 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 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TITLE EVIDENCE

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

_____

_____

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

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

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

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~ (Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 365-371).

■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

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

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

☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

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

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

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's decision to purchase.

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

~~**PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary 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, 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 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the Property.~~

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

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

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

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

450 [ ] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**
458 **inspection(s).**
459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.
461 ■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).
464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
465 ■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) 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
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.
471 [ ] **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.
479 [X] **ADDENDA:** The attached Property Description and Site Plan is/are made part of this Offer.
480 This Offer was drafted by [Licensee and Firm] City Attorney Stephen G. McLean
481 _____ on _____
482 Buyer Entity Name (if any): Sailing Education of Association, Inc.
483 (X) Leslie P Kohler 12/15/14
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲
485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲
487 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
488 _____ Broker (By) _____
489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
492 Seller Entity Name (if any): City of Sheboygan
493 (X) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Michael J. Vandersteen, Mayor Date ▲
495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Susan Richards, City Clerk Date ▲
497 This Offer was presented to Seller by [Licensee and Firm] _____
498 _____ on _____ at _____ a.m./p.m.
499 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

EXHIBIT "A"

ADDITIONAL PROVISIONS/CONTINGENCIES

A) At closing, Buyer will purchase the entire Municipal Armory Building. Seller will grant Buyer a temporary limited easement over Seller's remaining parcel for building demolition and site restoration work, said easement to expire upon completion of demolition and site work but not later than June 1, 2015. Seller to grant Buyer a permanent easement over the east 26 feet of the West portion of the Block for ingress and egress to parking stalls on the west side of the new building.

B) Buyer's Armory Building demolition and site restoration work to be completed by no later than June 1, 2015: The building shall have its foundation walls, footings, basement floors, concrete slabs and concrete walls removed from the site and disposed of in a proper manner or ground into granular fill and returned. The site shall be backfilled to existing grades with unclassified fill (clay, gravel, sand, free from peat, wood, large stones, boulders, roots, cinders, trash, and other objectionable material). The existing grades shall be defined as a finished height equal to that of the finished grade of the area immediately adjoining the existing Armory Building.

C) Buyer to develop the Property as the home for SEAS containing office space, classroom facility, boat storage and repair space.

D) Construction of the new building to commence on or before April 1, 2016. Upon Buyer's failure to commence construction by said date, the Property shall revert back to the Seller.

E) Buyer's building structure to be no higher than 20 feet above grade, with the exception of the boat repair portion on the north side of the building which shall be no higher than 25 feet high.

F) Seller to abate all asbestos, lead paint and lead from former shooting range from the Armory Building on or before closing.

G) Closing to be contingent upon Buyer obtaining demolition permit from City's Building Inspection Department.

H) Indemnification.

Seller hereby indemnifies, defends and holds the Buyer harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the Buyer in connection with any of the following: (A) the presence of any petroleum products or hazardous materials or Hazardous Substances on the Property, which products or materials or substances were present on the Property on the date of closing; and (B) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any release of petroleum products or hazardous materials or Hazardous Substances as described in clause (A) above. Notwithstanding the foregoing, the Seller shall not be liable for any claims, liabilities or demands arising from any acts or omissions on the part of the Buyer, or Buyer's Affiliates, or any of their other members, or any of their contractors, subcontractors, agents, employees or invitees.

Buyer hereby indemnifies, defends and holds the Seller harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the Seller in connection with any of the following: (a) the failure of Buyer, or their contractors, subcontractors, agents, employees or invitees to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Buyer or their contractors, subcontractors, agents, employees or invitees of petroleum products or hazardous materials or Hazardous Substances on the Property, which products or materials or substances were not present at, under or on the Property on the date of closing; and (c) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Buyer and/or their contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or Hazardous Substances as described in clauses (a) and (b) above. Notwithstanding the foregoing, the Buyer shall not be liable for any claims, liabilities or demands arising from any acts or omissions on the part of the Seller or their contractors, subcontractors, agents, or employees.

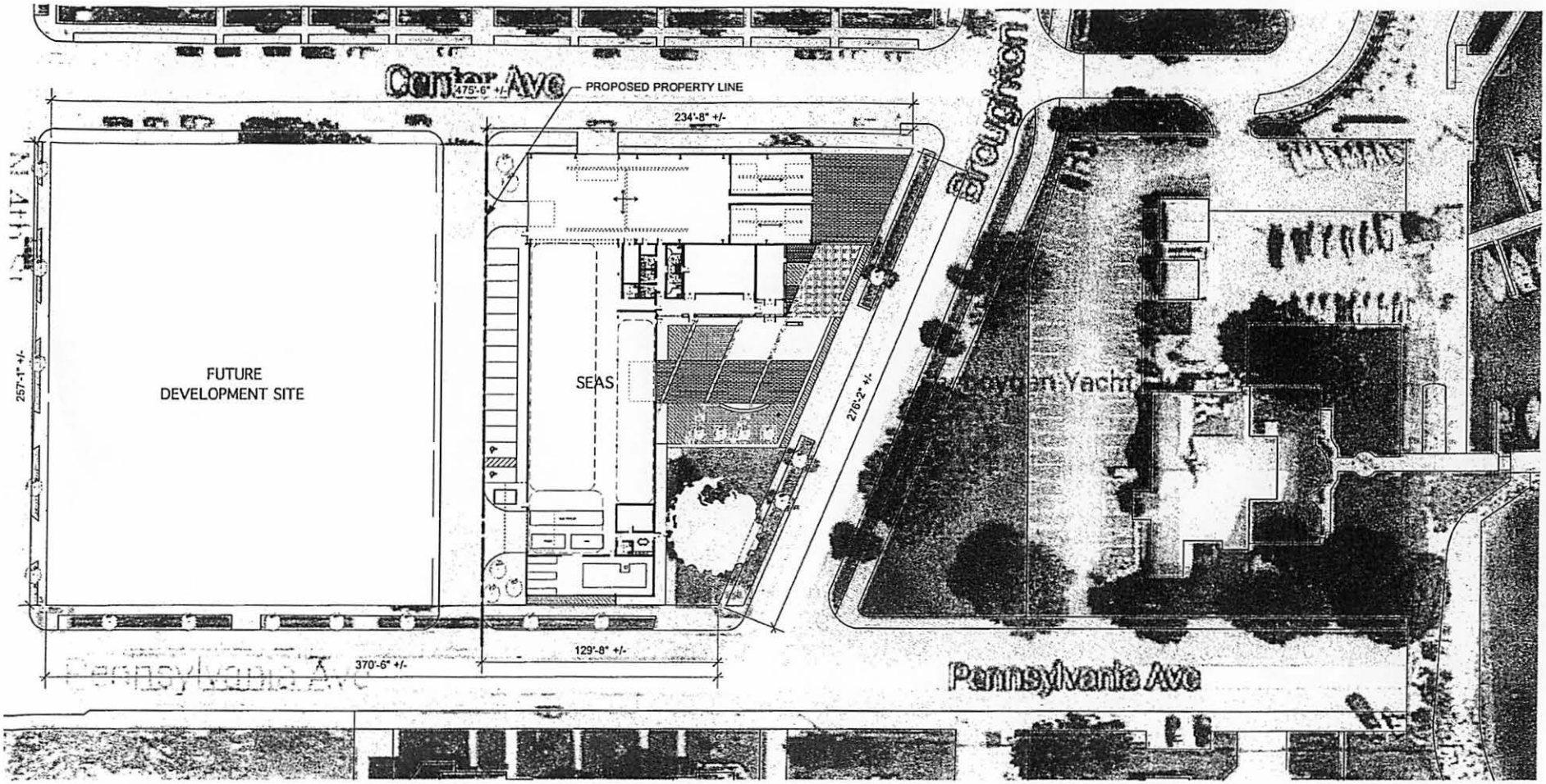
The term "Hazardous Substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws or regulations.

PROPERTY DESCRIPTION

Section 23, Town 15 North, Range 23 East, Sheboygan County, Wisconsin:

That tract of land bounded as follows: On the north by Center Avenue, on the east by Broughton Drive, on the south by Pennsylvania Avenue, and on the west by North 4th Street;

with the exception of the West 240.83 feet, more or less, thereof, as shown on the attached site plan drawing.



TKWA
The Kubala Washatko Architects, Inc.
W61 N617 Mequon Avenue
Cedarburg, WI 53012
p: 262.377.6039 | f: 262.377.2954

SAILING EDUCATION ASSOCIATION OF SHEBOYGAN

SITE PLAN | 1" = 50'

December 8, 2014

TKWA PROJECT | 206514

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A.1

VIII

R. C. No. ____ - 14 - 15. By FINANCE. January 19, 2015.

Your Committee to whom was referred the following:

1. R. O. No. 208-14-15 by the Purchasing Agent submitting a breakdown for the Lease/Purchase of replacement/refurbished ambulance vehicles for the Fire Department; and

2. Res. No. 131-14-15 by Alderperson Hammond authorizing into a seven year lease to purchase agreement for the remount and refurbishing of (3) existing ambulance bodies onto new chassis and the purchase of one pre-owned 2008 model ambulance with 2,000 miles;

recommends that the Resolution be passed.

rcg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.5

Res. No. 131 - 14 - 15. By Alderperson Hammond. January 5, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into a seven year lease to Purchase agreement for the remount and refurbishing of (3) three existing ambulance bodies onto new chassis and the purchase of one pre-owned 2008 model ambulance with just 2,000 miles, four Stryker Power Cots, new Cardiac Monitors and related equipment:

WHEREAS; The Sheboygan Fire Department will be making its final lease payment on the current ambulance vehicles in January 2015 and;

WHEREAS; The three current ambulance vehicles will be eight years old and are becoming less reliable as well as more costly to maintain. In addition, the "spare" ambulance which was purchased second-hand in 2007 has exceeded its expected useful life and is no longer reliable or able to be re-certified and;

WHEREAS; The Sheboygan Fire Department in conjunction with City Staff began the process of investigating replacement in early 2014 and performed countless hours of research to determine the present and future needs of the City with regard to ambulance vehicles as well as the equipment used for patient transport, advanced life support and other services provided to the taxpayers of the City of Sheboygan and;

WHEREAS; The Sheboygan Fire Department initially determined that the City ought to purchase (3) brand new ambulances, fully equipped, to replace the current vehicles. A bid was issued for same with the projected costs approaching $ 900,000.00 as proposed by the bidders. In the interest of fiscal responsibility, an alternate course of action was pursued whereby the Three current vehicles would receive new chassis and the ambulance bodies would be refurbished and re-used, in this way extending the initial return on investment on these vehicles, after a determination was made that these bodies can be re-used following a careful inspection and update and continue to meet specifications and:

WHEREAS; in 2007, the three ambulances and all equipment were purchased at total cost of approximately $ 570,000.00. Under the plan contained herein the City will end up with four, fully equipped frontline ambulance vehicles with new chassis, updated life support equipment and power lifting cots as recommended by the City's insurer, CVMIC, to assist in the reduction of injuries incurred while lifting patients.

approve.

WHEREAS; the work to be performed on the ambulances will be performed in the State of WI, and will be performed by the same company that performs specialized repairs to the city's fire apparatus. In addition, while each ambulance conversion occurs, the City will have the use of a loaner ambulance at no cost other than fuel, insurance and preventative maintenance.

WHEREAS; The City has further researched a leasing vendor who will provide a 7 year lease at an interest rate of 2.97%. The first payment will not be due until January 2016 with the annual amount of payments not to exceed $106,455.75.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into a Lease to purchase agreement with Tax Exempt Leasing Corporation of Libertyville IL, having a principle amount not to exceed $664,000.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw annual lease payments on the appropriate ambulance reserve accounts as identified by the Finance Director an amount not exceeding $106,455.75 per year for a total of seven (7) years at an interest rate of 2.97%, with the first payment to be due in January of 2016.

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

II

4.2

R. O. No. 208 - 14 - 15. By PURCHASING AGENT. January 5, 2015.

Submitting a cost breakdown for the Lease/purchase of replacement/refurbished ambulance vehicles for the Sheboygan Fire Department. Lease to be obtained through Tax exempt leasing corporation of Libertyville, IL

Remounting of (3) Existing ambulance bodies, including complete refurbishing and inspection of all on board systems onto (3) new 2015 Ford F-450 Diesel Powered Chassis, (3) New Stryker Power cots and use of a loaner vehicle during the duration of the work.

$ 135,865.00 Each..... Total of $407,595.00

Purchase of a pre-owned 2008 Ford F-450 Ambulance with just 2,000 miles including inspection of all onboard systems, installation of various components to make the ambulance compatible with the three above and including a Stryker Power Cot.....**$ 143,394.00**

Purchase of (4) New Physio-Control Lifepack 15 Cardiac Monitors, necessary software, batteries and battery chargers and a generous trade in allowance of the current 8 year old equipment.....**Total of $112,060.68**

Total of $663,049.68

Lease principle amount not to exceed $664,000.00 for the above equipment including a modest contingency, at a rate of 2.97% APR for a period of (7) years beginning in January, 2016 with an annual payment not to exceed $ 106,455.075 per year.

Finance
Acc File

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

II

Gen. Ord. No. ____ - 14 - 15. By Alderperson Carlson. January 19, 2015.

AN ORDINANCE amending the Municipal Code so as to exempt state certified dwelling contractors performing work on one and two-family dwellings from the provisions of Division 3 of Article II of Chapter 26.

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

Section 1. Section 26-92 of the Sheboygan Municipal Code entitled "Exemptions" is hereby amended so as to add new subsection (c) to read as follows:

"Sec. 26-92. *Exemptions.*

The provisions of this division shall not apply to the following:

. . .

(c) State certified dwelling contractors, i.e. contractors constructing or performing work on one and two-family dwellings in which they have no legal or equitable interest, who possess a current certificate of financial responsibility from the Wisconsin Department of Safety and Professional Services under Section 101.654 of the Wisconsin Statutes."

Section 2. Section 26-147(b) of the Sheboygan Municipal Code entitled "Carpenter contractor fee" is hereby amended so as to delete current subsection (1) thereof entitled "Work to be done on one- or two-family dwellings."

PPS.

X

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.

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

Gen. Ord. No. _____ - 14 - 15. By Alderperson Donohue. January 19, 2015.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add the Maywood Environmental Park Director in the Public Works Department for the City of Sheboygan and amend the Maywood Naturalist position on the Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended in Section B. 3 Department of Public Works as follows:

B. DEPARTMENT OF PUBLIC WORKS

DELETE:

	Class Grade	NO. of Employees
Maywood Naturalist	5	1

ADD:

	Class Grade	NO. of Employees
Maywood Environmental Park Director	8	1
Maywood Naturalist	5	0

Section 2. The new job description for the Maywood Environmental Park Director is attached, and copies of which shall be on file in the offices of the City Clerk, City Finance Director/Treasurer and Human Resources Department.

Sal v Grieu

X

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 upon hire of the Maywood Environmental Director.

_____

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

DRAFT

Job Description

Job Title:	**Maywood Environmental Park Director**	**Department:**	Public Works
Date Issue:	January 12, 2015	**Reports To:**	Parks Forester Superintendent Collaborates with Maywood Park Board & Directors
Classification:	Exempt	**Wage:**	Salary Grade 8

Position Summary

Under the general direction of the Parks Forester Superintendent, is responsible for the development, management, operation, and programming of the Environmental Park.

Essential Duties & Responsibilities

1. Responsible for the effective and efficient management of Maywood.
2. Develops, coordinates and conducts training programs for volunteers.
3. Plans, coordinates, directs, and promotes information and educational programs and activities such as seminars, workshops, tours, field trips, youth camps, and special events to encourage the use of the park facilities by the public, schools, civic groups and other agencies.
4. Develops and maintains positive working relationships and community educational leaders.
5. Coordinates the work of volunteers.
6. Supervises, trains, schedules, and evaluates employees assigned to the Park.
7. Recommends hiring, discharge, promotion, demotion, and discipline of park employees
8. Updates and develops the Maywood Environmental Park Master Plan of facilities, plantings, trail design and signage.
9. Facilitates strategic and operational planning to set comprehensive goals and to provide a clear path to achieving those goals.
10. Prepares and implements an annual operational budget.
11. Understands the fundamentals of fundraising and oversees comprehensive efforts to secure funding the Park's operation.
12. Develops and maintains positive relationships with current and potential donors.
13. Possesses strong grant research and writing abilities.
14. Insures that all monies and inventories are accounted for.
15. Keeps accurate and complete financial records.
16. Enthusiastically promotes Maywood Park throughout the community.
17. Plans and coordinates the development of promotional materials for the park.

18. Schedules and conducts presentations before service clubs and various community groups.

19. Develops and nurtures various media contracts.

20. Develops and maintains positive working relationships and community educational leaders.

21. Understands social media and is able to utilize it for the benefit of Maywood Park.

22. Enforces all safety standards as set forth by Federal, State, and Municipal laws.

23. Assures compliance with all City human resource policies.

Qualification Requirements:

To perform this job successfully, an individual must be able to perform each essential duty and responsibility satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required.
Also the ability to work cooperatively with individuals and groups in activities associated with this. Possess a high sense of responsibility and initiative. Willingness to work flexible hours to accomplish the position objectives.
Possession of a valid Wisconsin Motor Vehicle Operator's license in good standing and an insured automobile for use on the job.

Education and/or Experience

A Bachelor's Degree from an accredited college or university with a major in environmental science or one of the natural sciences, or a degree in education with specialization in the natural sciences. Three years of professional-level experience in the field of natural sciences or a related field. Some relevant experience managing others. Knowledge of and skill in the application of the recognized theories, practices, nomenclature and techniques associated with environmental education.

Pre-employment Requirement

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

X

Gen. Ord. No.____ - 14 - 15. By Alderperson Carlson. January 19, 2015.

AN ORDINANCE amending Gen. Ord. No. 27-14-15 so as to amend the parking regulations adjacent to Jefferson Elementary School.

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,"

a) No parking, stopping, or standing shall be permitted on the east side of North 16th Street between the north line of Mehrtens Avenue and a point 95 feet north thereof; and,

b) No parking, stopping, or standing shall be permitted on the east side of North 16th Street between the south line of Heller Avenue and a point 50 feet south thereof between 7:00 a.m. and 4:00 p.m. during school days; and,

c) The remainder of the east side of North 16th Street between Mehrtens Avenue and Heller Avenue shall be a 15-minute parking zone where parking is permitted for no longer than 15-minutes between 7:00 a.m. and 4:00 p.m. during school days; and,

d) No parking, stopping, or standing shall be permitted on the south side of Heller Avenue from the east line of North 16th Street to a point 85 feet east thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

e) Parking shall be permitted on the south side of Heller Avenue between a point 85 feet east of North 16th Street to the west line of North 15th Street within the marked angle parking stalls; and,

f) No parking shall be permitted on the north side of Mehrtens Avenue between North 15th Street and North 16th Street, except that parking shall be permitted within the marked angle parking stalls; and,

g) No parking by vehicles other than buses shall be permitted on the east side of North 15th Street between the north curb line of Mehrtens Avenue and a point 84 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

h) No parking, stopping, or standing by vehicles other than buses shall be permitted on the west side of North 15th Street between the north curb line of Mehrtens Avenue and a point 135 feet north thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days; and,

i) No parking, stopping, or standing shall be permitted at any time on the west side of North 15th Street between the south curb line of Heller Avenue and a point 50 feet south thereof;

PR+S

A

j) The remainder of the west side of North 15th Street between Mehrtens Avenue and Heller Avenue shall be a 15-minute parking zone where parking is permitted for no longer than 15-minutes between 7:00 a.m. and 4:00 p.m. during school days; and,

k) No parking shall be permitted on the east side of North 15th Street from the south curb line of Mehrtens to a point 70 feet south thereof between the hours of 7:00 a.m. and 4:00 p.m. during school days.

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.

_____

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

R. O. No. ____ - 14 - 15. By CITY CLERK. January 19, 2015.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2016.

_____
City Clerk

CHANGE OF PREMISE

No.	Name	Address
1005	Al & Al's Steinhaus & Tavern	1502 S. 12th St. – four-day event to be Held 10/1/15 to 10/4/15 to include current premise and intersection of S. 12th St. & Clara Ave.
2943	Superior Bar & Grill	2607 Superior Ave. – one-day of event to be include current premise and the northwest corner of parking lot.

"CLASS B" LIQUOR LICENSE (June 30, 2015)

No.	Name	Address
3107	Luz De Luna(Reserved)	920 Michigan Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0653	Abstetar, Joseph M.	103 S. Lincoln Dr., Howards Grove
0660	Aguiluz, Karen E.	120A Superior Ave.
9857	Campbell, Jennifer K.	4155 S. 16th St.
0656	Chavez, Amanda M.	1320A S. 19th St.
0663	DeGroff, Anthony R.	619 Levans Ave., Sheb. Falls
8406	Franzen, Amirah D.	1122 S. 13th St.
8545	Goetsch, Nathan A.	944 Green Acres Dr., Sheb. Falls
0664	Gottsacker, Nathaniel D.	2318 S. 15th St.
8665	Grunow, Felicia M.	508 Blackstock Ave.
0658	Hulbert, Tracy L.	1612 N. 7th St.
0654	Johnson, Lori K.	2103B Calumet Dr., New Holstein
0655	Morton, Ian M.	W3926 Orchard Rd., Elkhart Lake
8714	Sneen, Jasmine S.	639 Monroe St., Sheb. Falls

2223	Teetzen, Deana L.	19 Blackfoot Trl.
0657	Tullberg, Daniel J.	1728 S. 14th St.
0661	Vanic, Patrick R.	3732 N. 12th St.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
3049	G & G Massage	2602 N. 15th St.

TAXICAB DRIVER LICENSE (December 31, 2015)

No.	Name	Address
6703	Kropuenske, Lynn M.	716 Superior Ave.
8177	McKenzie, David J.	1216 S. 9th St.
5357	Roethel, Kari L.	1015 Willow Ave.

DATE RECEIVED 1/15/15 RECEIVED BY CRL

CLAIM NO. _____

JAN 15 '15 PM 3:26

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.

TO CITY OF SHEBOYGAN

1. Name of Claimant: Jerome A. Duenk
2. Home address of Claimant: 1619 N 3rd St
3. Home phone number: 920-377-1299
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) around noon
6. Where did damage or injury occur? (give full description) Vehicle was parked infront of home
7. How did damage or injury occur? (give full description) Sheboygan plow truck struck my vehicle
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

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

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

JAN 15 '15 PM 3:26

Auto:	$ 1,891 - 2,264
Property:	$ " "
Personal injury:	$ NA
Other: (Specify below	$ NA
TOTAL	

Damaged vehicle (if applicable)

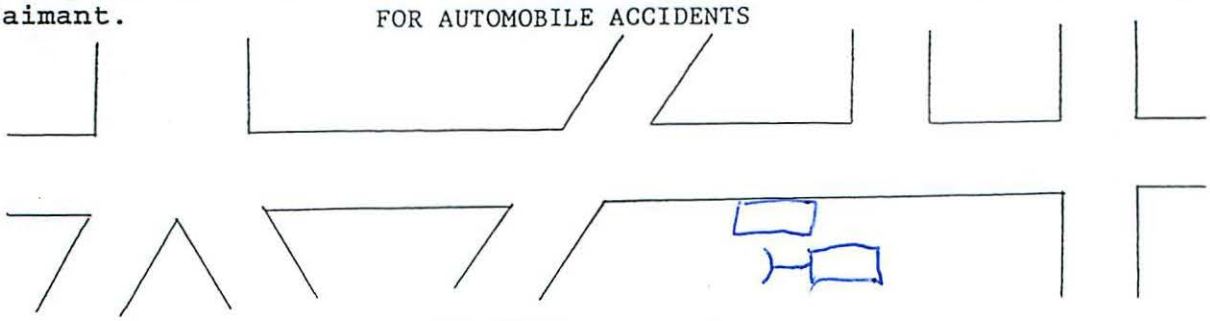
Make: Ford Model: Explorer Year: 1996 Mileage: 200,000

Names and addresses of witnesses, doctors and hospitals: _____

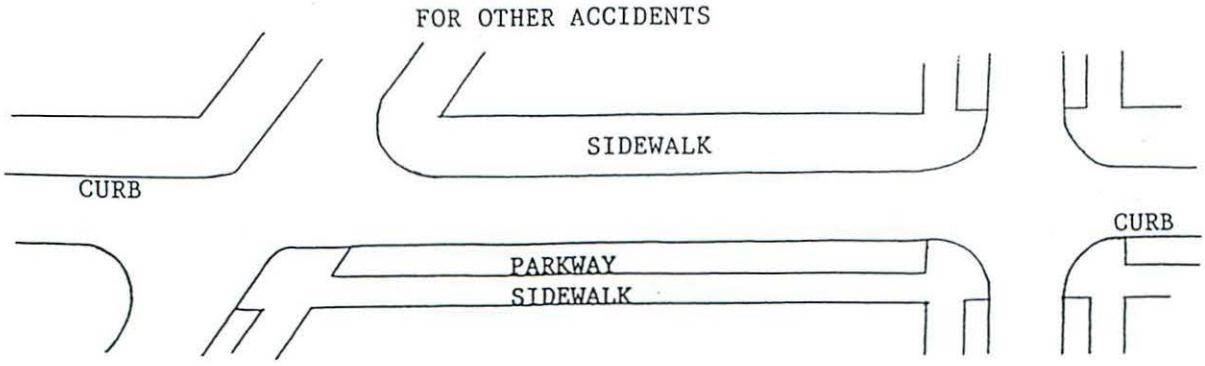
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Jerome A. Deo Date: 1-15-15

DATE RECEIVED 1/15/15

RECEIVED BY CRC

CLAIM NO.

CLAIM

JAN 15 '15 PM 3:26

Claimant's Name: Jerome A. Dienk

Claimant's Address: 1619 N 3rd St
Sheboygan WI 53081

Claimant's Phone No. 920-377-1299

Auto	$1,891 - 2,264
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	2,264

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 2,264 .

SIGNED: Jerome A

DATE: 1-15-15

ADDRESS: 1619 N 3rd St
Sheboygan WI 53081

Vehicle (~~1996~~ 1996 Ford explorer) was parked on west side of street facing south. Truck was struck by plow truck denting and scratching ~~truck~~ ~~dr~~ drivers side end to end. Hole in passenger door, both door handles crushed.

JAN 15 '15 PM 3:26

Jerome A. [illegible]

DICK BRANTMEIER FORD-LINCOLN-MERCURY
3624 KOHLER MEMORIAL DRIVE
SHEBOYGAN, WI 53082-0026
OFFICE: 920-458-6111 FAX: 920-451-8198

***** PRELIMINARY ESTIMATE *****

01/15/2015 01:19 PM

Owner

Owner: JEROME DUENK
Address: 1619 NORTH 3RD ST
City State Zip: Sheboygan, WI 53081
Work/Day: (920)377-1299
FAX:

Inspection

Inspection Date: 01/15/2015 01:19 PM
Inspection Type:

Company: BRANTMEIER FORD
Contact: DALE SPAETH
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081
Appraiser License # :
Work/Day: (920)458-6111
FAX: (920)451-8198

Repairer

Repairer: DICK BRANTMEIER FORD
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081
Contact:
Work/Day: (920)458-6111
Work/Day:

Vehicle

1996 Ford Explorer XLT 4 DR Wagon
6cyl Gasoline 4.0
4 Speed Automatic

Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage
VIN: None
Mileage: 200,000
Mileage Type: Actual
Code: P8433B
Int. Refinish: Two-Stage

Options

4-Wheel Drive	AM/FM Stereo	Air Conditioning
Aluminum/Alloy Wheels	Anti-Lock Brakes	Captain Chairs (2)
Center Console	Cruise Control	Dual Airbags
Intermittent Wipers	Leather Steering Wheel	Lighted Entry System
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Privacy Glass
Rear Window Defroster	Rear Window Wiper/Washer	Rem Trunk-L/Gate Release
Skid Plates	Tachometer	Tilt Steering Wheel
Tinted Glass		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R

1	E	DAMAGE EXCEEDS VALUE	Replace OEM	SM*
1	Items			

Estimate Total & Entries

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs
Sheet Metal (SM)	$58.00			
Mech/Elec (ME)	$85.00			
Frame (FR)	$60.00			
Refinish (RF)	$58.00			
Paint Materials	$36.00			

Gross Total	**$0.00**
Net Total	**$0.00**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default

Audatex Estimating 7.0.334 ES 01/15/2015 01:19 PM REL 7.0.334 DT 12/01/2014 DB 12/15/2014

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chipguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	

Dean's AUTO BODY, INC.

"Dean's Has The Means For All Your Auto Needs"

Date: 1-6-15

Name: Jerome A. Denk

Address: 1619 No 3rd St

City: Sheboygan State: WI Zip: 53081

Daytime Phone: 920-377-1299 Evening Phone:

Cell Phone: 920-377-1299 Fax:

Email:

Insurance Information

O Insured X Claimant O Personal Pay O Unsure

Insurance Company: Claim #:

Contact : Phone: Fax:

Other Insurance Company: City of Sheb Claim #:

Deductible Amount: DOL: Rental:

Vehicle Information

Interior Color/Trim Code: Exterior Color/Paint Code:

Year: 96 Make: Ford Model: Explorer

Body Style:

VIN: | | | | | | | | | | | | | | | | |

License Plate: Production Date: / /

Mileage: Airbags: Alarm:

Area of vehicle needing repair: ~~Rightside~~ left side

Notes: plow hit while parked.

Damage exceeds value

Edit options | Change style

1996 Ford Explorer

1995 | 1996 | 1997 | New 2015 | Style: Sport Utility 4D

View all 2 photos | Mileage: 200,000 Change | Like this car

pricing | photos | specs | kbb expert review | consumer reviews | ratings | compare

Used Car Prices

See Trade-In/Sell Values

Buy from a Dealer | Buy Certified from a Dealer | Buy from a Private Party

Print report

Good Condition

Private Party Values valid for your area through 1/15/2015

Find This Car Near You

View actual photos and compare prices. Search

Consider a New Car

- Full new-car warranty
- Latest technology
- Never been driven

Research and price

Get a Free VIN Check

Have questions about a used car's history? Get answers.

AutoCheck

Enter VIN (optional) Go

No VIN? No Problem!

*Illustrated prices, rates and monthly payments are estimates only and do not represent offers to sell vehicles or provide financing.

Next Steps to Buying Smart

Shop as a Cash Buyer

Loans starting at 2.79%* APR from LightStream, a division of SunTrust Bank.

LIGHTSTREAM Apply for a loan

Recently Viewed Cars | My Saved Cars | Save car

Edit options | Change style

1996 Ford Explorer

1995 | 1996 | 1997 | New 2015 | Style: Sport Utility 4D

View all 2 photos | Mileage: 200,000 Change | Like this car

pricing | photos | specs | kbb expert review | consumer reviews | ratings | compare

Used Car Prices

See Trade-In/Sell Values

Buy from a Dealer | Buy Certified from a Dealer | Buy from a Private Party

Print report

Fair Condition

Private Party Values valid for your area through 1/15/2015

Consider a New Car

- Full new-car warranty
- Latest technology
- Never been driven

Research and price

Get a Free VIN Check

Have questions about a used car's history? Get answers.

AutoCheck

Enter VIN (optional) Go

No VIN? No Problem!

Find This Car Near You

View actual photos and compare prices.

Search

*Illustrated prices, rates and monthly payments are estimates only and do not represent offers to sell vehicles or provide financing.

Next Steps to Buying Smart

Shop as a Cash Buyer

Loans starting at 2.79%* APR from LightStream, a division of SunTrust Bank.

LIGHTSTREAM Apply for a loan

BEST BUYS for 2015 Learn more

Recently Viewed Cars | My Saved Cars | Save car

Wisconsin Motor Vehicle Accident Report

MV4000e 01/2005

PK2011

P0QZP7F

JAN 16 '15 PM 2:53

JAN 16 '15 PM 2:53

POLICE # C15-00322

ACCIDENT #

GENERAL INFORMATION

☒ Reportable Accident	☐ On Emergency	☐ Amended	DOT Document Number: P0QZP7F
Document Override Number:			
Agency Accident Number:	Police Number: C15-00322		
4 - Accident Date: 01/06/2015	5 - Time of Accident (Military Time): 1205	6 - Total Units: 02	7 - Total Injured: 00
8 - Total Killed: 00			
2 - County: SHEBOYGAN - 59	3 - Municipality: SHEBOYGAN - 61, CITY	11 - Accident Location: NON-INTERSECTION	
14 - On Hwy No.	14 - On Street Name: N 3RD ST	14 - Bus/Frnt/Rmp	15 - Est. Dist: 100
Ft/Mi: F	15 - Hwy. Dir: NORTH		
16 - Fr/At Hwy No.	16 - From/At Street Name: SUPERIOR AVE	16 - Business/Frontage/Ramp	
17 - Structure Type	17 - Structure Number	12 - Latitude	13 - Longitude: -
80 - First Harmful Event: PARKED MOTOR VEHICLE	93 - Manner of Collision: SIDESWIPE. SAME DIRECTION		
112 - Access Control: NO CONTROL	113 - Road Curvature: STRAIGHT	113 - Road Terrain: LEVEL/FLAT	Surface Type
115 - Traffic Way: NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)			
117 - Relation To Roadway: ON-ROADWAY			
114 - Light Condition: DAYLIGHT	116 - Road Surface Condition: SNOW/SLUSH	118 - Weather: CLEAR	
9 ☐ Hit and Run	9 ☐ Government Property	9 ☐ Fire	9 ☐ Photos Taken
9 ☐ Trailer or Towed			
9 ☒ Truck, Bus, or Hazardous Materials	9 ☐ Load Spillage	9 ☐ Construction Zone	9 ☐ Names Exchanged
101 ☐ Supplemental Reports	102 ☐ Witness Statements	103 ☐ Measurements Taken	79 - E M S Number

Operator/Pedestrian

OPERATOR/PEDESTRIAN 01

Unit Status	81 - Most Harmful Event: Collision With: PARKED MOTOR VEHICLE	23 - Dir Of Travel: SOUTH	24 - Speed Limit: 25
36 - Operating as Classified: D CLASS	37 - Endorsements	35 ☐ Operating Commercial Motor Vehicle	
29 - Driver's License Number: [redacted]	30 - State: WI	31 - Expiration Year: 2016	34 - On Duty Accident: WINTER-HWY-MAINTENANCE
25 - Operator/Pedestrian Last Name: MARVER	25 - First Name: MICHAEL	25 - Middle Initial: R	25 - Suffix
32 - Date Of Birth: [redacted]	33 - Sex: MALE		
26 - Address Street & Number: [redacted]	26 - PO Box		
27 - City: [redacted]	27 - State: [redacted]	27 - Zip Code: [redacted]	28 - Telephone Number: [redacted]
39 - Seat Position: FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)	40 - Safety Equipment: SHOULDER-BELT-AND-LAP-BELT-USED		
38 - Injury Severity: N - NO APPARENT INJURY	41 - Airbag: NON-DEPLOYED	42 - Ejected: NOT-EJECTED	44 ☐ Medical Transport
43 - Trapped/Extricated: NOT-TRAPPED	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing: GOING-STRAIGHT	120 - Traffic Control: NO-CONTROL	62 - No. of Citations Issued: 0	
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.
64 - 5th Statute No.			
122 - Driver Factors: NOT-APPLICABLE			
88 - Driver or Pedestrian Cond: APPEARED NORMAL	89 - Substance Presence: NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test: TEST NOT GIVEN	90 - Alcohol Content	91 - Drug Test: TEST-NOT-GIVEN	

91 - Drugs Reported	
124 - Highway Factors SNOW,-ICE,-OR-WET	

Vehicle

VEHICLE 01

21 - Unit Type TRUCK			Vehicle Type SNOW-PLOW		22 - Total Occupants 1
56 - License Plate Number [redacted]	57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number [redacted]	
50 - Year 2009	51 - Make INTL	52 - Model	53 - Body Style CB	54 - Color BLU	100 - Skidmarks to Impact (Ft) 0
94 - Vehicle Damage NONE					
95 - Extent Of Damage NONE	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
46 - Company Name SHEBOYGAN CITY				
47- Address Street & Number 828 CENTER AVE #205		47 - PO Box		
48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number	

Insurance

INS 01

63 - Liability Insurance Company GOVERNMENT	60 ☐ Policy Holder Same As Owner
61 - Policy Holder Last Name	61 - Policy Holder First Name
61 - Policy Holder Company	

School Bus

BUS 01

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Operator/Pedestrian

Unit Status L - LEGALLY PARKED		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT	23 - Dir Of Travel SOUTH	24 - Speed Limit 25
36 - Operating as Classified D CLASS	37 - Endorsements		35 ☐ Operating Commercial Motor Vehicle	
29 - Driver's License Number	30 - State	31 - Expiration Year	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name	25 - First Name		25 - Middle Initial	25 - Suffix
32 - Date Of Birth	33 - Sex			

PK2011

OPERATOR/PEDESTRIAN 02

26 - Address Street & Number			26 - PO Box
27 - City	27 - State	27 - Zip Code	28 - Telephone Number
39 - Seat Position BLANK		40 - Safety Equipment NOT-APPLICABLE-NONMOTORIST	
38 - Injury Severity	41 - Airbag NOT APPLICABLE	42 - Ejected NOT-APPLICABLE	44 ☐ Medical Transport
43 - Trapped/Extricated NOT-APPLICABLE	92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing LEGALLY-PARKED	120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No. / 64 - 5th Statute No.
122 - Driver Factors NOT-APPLICABLE			
88 - Driver or Pedestrian Cond	89 - Substance Presence		
90 - Alcohol Test	90 - Alcohol Content	91 - Drug Test	
91 - Drugs Reported			
124 - Highway Factors SNOW,-ICE,-OR-WET			

Vehicle

VEHICLE 02

21 - Unit Type AUTOMOBILE	Vehicle Type PASSENGER-CAR				22 - Total Occupants 0
56 - License Plate Number 305SFF	57 - Plate Type AUT	58 - State WI	59 - Exp Year 2015	55 - Vehicle Identification Number 1FMDU34X1TZB20092	
50 - Year 1996	51 - Make FORD	52 - Model EXPLORER	53 - Body Style	54 - Color GRN	100 - Skidmarks to Impact (Ft)
94 - Vehicle Damage REAR DRIVER SIDE, MIDDLE DRIVER SIDE, FRONT DRIVER SIDE					
95 - Extent Of Damage MODERATE	96 ☐ Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02

45 ☐ Vehicle Owner Same As Operator				
46 - Vehicle Owner Last Name DUENK	46 - First Name JEROME	46 - Middle Initial A	46 - Suffix	Date Of Birth 03/02/1974
46 - Company Name				
47- Address Street & Number 1619 N 3RD ST	47 - PO Box			
48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number (920) 377-1299 EXT.	

Insurance

PK2011

INS 02

63 - Liability Insurance Company		60 ☐ Policy Holder Same As Owner
NOT-REQUIRED		
61 - Policy Holder Last Name	61 - Policy Holder First Name	
61 - Policy Holder Company		

School Bus

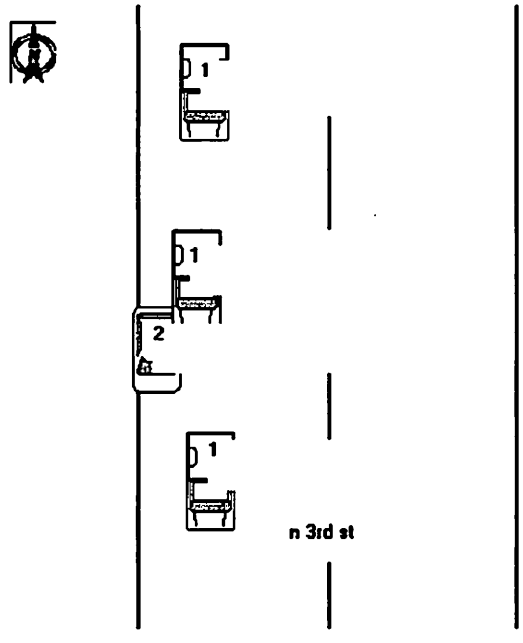
BUS 02

Bus Travelling to/from ○ To ○ From	School Name	Body Make	Seating Capacity
School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE

105 - PHOTOS BY



UNIT 1 WAS PLOWING SOUTHBOUND ON N 3RD ST IN THE 1600 BLOCK AND STRUCK UNIT 2 ,WHO WAS LEGALLY PARKED IN FRONT OF 1618 N 3RD ST WITH THE EDGE OF HIS PLOW.

Officer Information

OFFICER INFORMATION

125 - Officer Last Name	125 - First Name	125 - Middle Initial	131 - Officer ID
FITZPATRICK	JEFF		280

129 - Law Enforcement Agency No.	130 - Law Enforcement Agency Name
5961	SHEBOYGAN POLICE DEPARTMENT

126 - Law Enforcement Agency Address Street & Number
1315 N 23RD ST

127 - City	127 - State	127 - Zip Code	128 - Telephone Number
SHEBOYGAN	WI	53081	(920) 459-3333 EXT.

132 - Date Notified	133 - Time Notified (Military Time)	134 - Time Arrived (Military Time)	135 - Date Of Report
01/06/2015	1210	1215	01/06/2015

Agency Accident Number	Police Number	19 - Special Study
	C15-00322	

18 - Agency Space
CAR 19

Truck and Bus

136 ☐ A truck or truck combination > 10,000 lbs GVWR/GCWR	136 ☐ Any vehicle displaying a hazardous materials placard

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TRUCK/BUS

136 ☐ A vehicle designed to carry 9 or more people, including the driver

136 ☐ Fatal Injury | 136 ☐ Medical Transport | 136 One or more vehicles towed from the scene due to disabling damage ☐

Unit Number

137 - Hazardous Materials Class Numbers

137 - Hazardous Materials "UN" Nos. | Hazardous Material Placard Displayed ☐ | Hazardous Cargo Was Released ☐

137 - Name Of Hazardous Materials in this Load | 137 - Name Of Hazardous Materials Released

138 Interstate Carrier ☐ | 140 - US DOT No. | 140 - ICC MC No. | LC No. | IC No. | 141 - Source

139 - Carrier Name

142 - Carrier Address | City | State | Zip Code

143 - GVWR (Lbs) | 144 - Total No. of Axles | 145 - Vehicle Configuration | 147 - Cargo Body Type

146 - First Event | 146 - Second Event

146 - Third Event | 146 - Fourth Event

Other Matters

II

R. O. No. ____ - 14 - 15. By CITY CLERK. January 19, 2015.

Submitting a claim from Jerome A. Duenk for alleged damages to his vehicle when a Sheboygan snow plow struck his vehicle.

Susan Richards
City Clerk

Finance