

*****ATTACHMENTS*****



February 17, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Rebecca Clarke to be considered for appointment to the Sustainable Sheboygan Task Force to fill the unexpired term of Vickie Hall (Representative from Environmental Group) whose term expires on 4/28/14.



MICHAEL J. VANDERSTEEN, MAYOR

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

REBECCA CLARKE – MAYWOOD ENVIRONMENTAL PARK NATURALIST

Maywood Park 3615 Mueller Road, Sheboygan, WI 53083 | 920-459-3906 | rebecca.clarke@sheboyganwi.gov

EDUCATION

University of Wisconsin-Stevens Point
M.S. Environmental Education/Interpretation **2004**
Thesis: "The Development, Implementation, and Evaluation of an Online Course for K-12 Teachers, Titled NRES743-Human Influences on Wisconsin Forests. Served as Teaching Assistant for "Nature Center Management" Class.

University of Wisconsin-Stevens Point
B.S. Natural Resource Management – Environmental Education/Interpretation **1996**
Minor – Biology/Wildlife

WORK EXPERIENCE

Maywood Environmental Park, Sheboygan, WI
Naturalist – Education Coordinator **2004-Present**
Oversee all public programming, including school tours, adult and family programs, and summer camps. Assist with public events, and work with various Maywood stakeholders to achieve programming goals.

Adjunct Instructor – Lakeshore Technical College "Introduction to Sustainability" **2013**
Developed syllabus, experiments, field trips, and general course structure, and administered all grades.

Graduate Assistant – LEAF Program – UW-Stevens Point **2002-2004**
Collaborated on program development, 2004 Wisconsin Association of Environmental Education Conference "The Year of Forestry", assisted in teacher trainings on Wisconsin forestry concepts, assisted with school forest program development.

Program Manager – Central Wisconsin Environmental Station – UW-Stevens Point **1998-2002**
Taught the College of Natural Resources environmental education practicum, oversaw program staff and graduate students, coordinated school programs and special events. Directed summer camp program.

MEMBERSHIPS/AFFILIATIONS

Wisconsin Association of Environmental Education (WAEI)
Past Chair/Lifetime Member **1993 – Present**
Board member from 1997-2006; board Chair 2007. Oversaw the Midwest Environmental Education Conference in 2007. Served on conference committee and membership committee. Lobbied Governor as WAEI Chair to reinstate the DPI Environmental Educational Consultant.

Sheboygan County Conservation Association
Affiliate **2004 – Currently**
Serve as Maywood affiliate, offer speaking engagements including key note speaker at their annual banquet. Offer joint programs together.

Sheboygan County Chamber
Ambassador **2010-2013**
Attended ribbon cuttings of new businesses, represented Maywood at Business After Hours events, wrote outdoors blog for Chamber website, and assisted with Chamber Golf Outing. Participated in Chamber's LTC's Careers Day for local high school students.

II

R. O. No. - 13 - 14. By CITY CLERK. February 17, 2014.

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2184	Lutheran High Crusader Club	3323 University Dr. - one-day event to be Held 4/12/214 to include the school gymnasium.
3031	Military Heritage Museum	824 S. 8 th St. - one-day events to be held 2/26/14 & 2/28/14 to include the auditorium area only.
2380	Sheboygan County Motorcycle	2601 N. 15 th St. - one-day event to be held 2/23/14 at Jakum's Hall to include parking lots south and east of the building.

COMMERCIAL OPERATOR'S LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3042	Evergreen Lawn & Land LLC	412 Broadway St., Sheb. Falls
1721	Larry Sommersberger	3904 High Cliff Ct.

SECONDHAND ARTICLE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2906	Gaming Generations	1122 N. 8 th St.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

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

R. O. No. - 13 - 14. By CITY PLAN COMMISSION. February 17, 2014.

Your Commission to whom was referred R. C. No. 305-13-14 by Finance recommending referring document submitting a communication from Meals on Wheels asking to purchase the piece of land immediately north of the property they purchased last year; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 11, 2014, and after due consideration, recommends approval.

Director of City Development


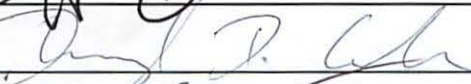

VI

5.2

R. C. No. 305 - 13 - 14. By FINANCE. February 3, 2014.

Your Committee to whom was referred R. O. No. 239-13-14 by the City Clerk submitting a communication from Meals on Wheels asking to purchase the piece of land immediately north of the property they purchase last year; recommends the Report of Officer be referred to the City Plan Commission.

*City Plan
approve.*

	_____
	_____
	_____

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

R. O. No. 239 - 13 - 14. By CITY CLERK. January 20, 2014.

Submitting a communication from Meals on Wheels asking to purchase the piece of land immediately north of the property they purchase last year.

Susan Richards

*Finance
City Plan
Comm.*

P.O.

III

537-786

Handwritten signature

January 17, 2014



Aldersperson Don Hammond
President-Sheboygan Common Council
828 Center Ave.
Sheboygan, WI 53081

Dear Aldersperson Hammond,

Meals On Wheels of Sheboygan County, Inc. would like to purchase the piece of land immediately north of the property we purchased from the city last year (see attached diagram). This parcel has no street access, no utilities, and no inherent value to any other parties. Meals On Wheels has now acquired the land due north of our existing property and immediately east of the subject property. We are offering \$1,000.00 for the parcel, as we have a donor who has pledged that amount, if we can purchase it for an amount not to exceed that amount.

Our continually growing program is unique and our facility now serves as an example for other meal programs in North America. We are delighted to frequently host visitors from throughout the state and region, as it gives us the opportunity to extol Sheboygan County's many strengths. Our area's manufacturing and agricultural abilities are readily apparent and have given us the ability to produce exceptional meals.

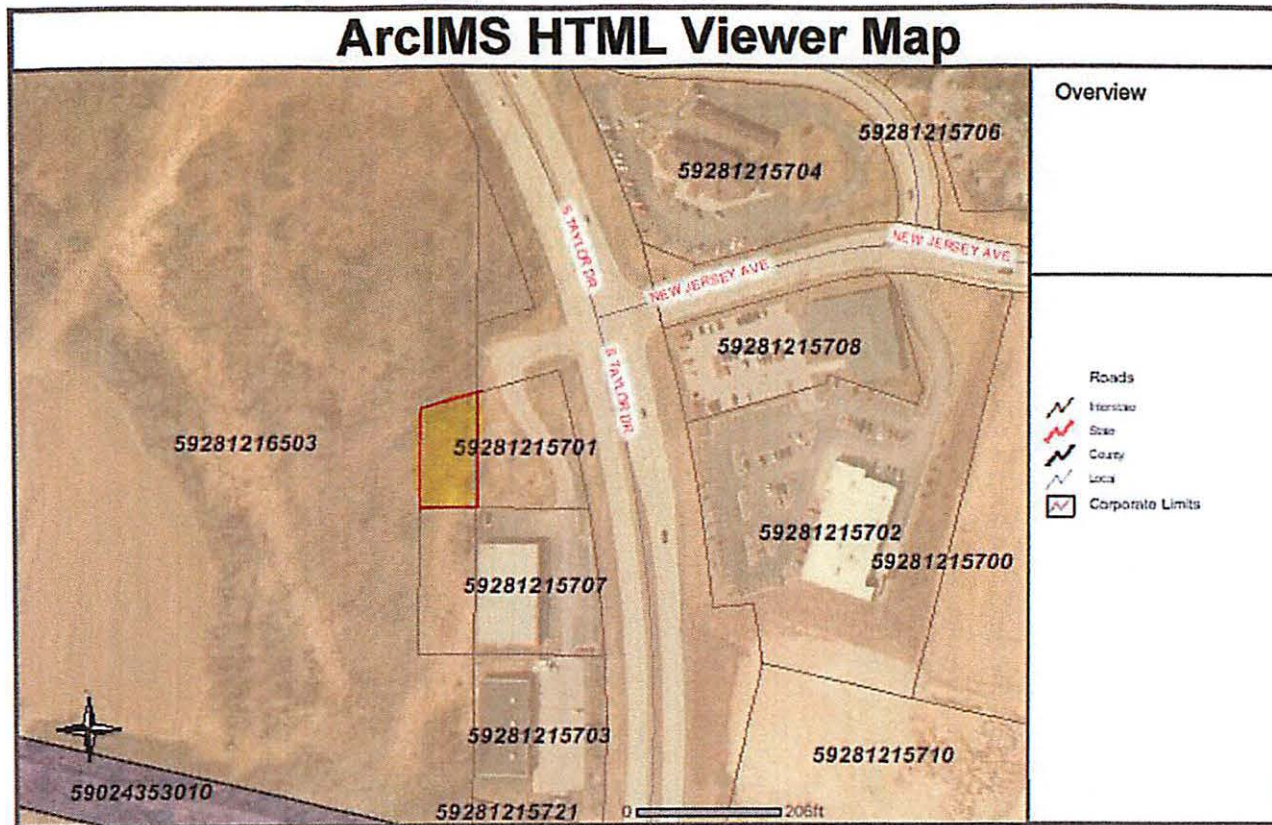
We are grateful for every opportunity to better serve the elderly and homebound in our community. Thank you for considering our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald Van De Kreeke".

Gerald Van De Kreeke
President

10.9



January 17, 2014



Aldersperson Don Hammond
President-Sheboygan Common Council
828 Center Ave.
Sheboygan, WI 53081

Dear Aldersperson Hammond,

Meals On Wheels of Sheboygan County, Inc. would like to purchase the piece of land immediately north of the property we purchased from the city last year (see attached diagram). This parcel has no street access, no utilities, and no inherent value to any other parties. Meals On Wheels has now acquired the land due north of our existing property and immediately east of the subject property. We are offering \$1,000.00 for the parcel, as we have a donor who has pledged that amount, if we can purchase it for an amount not to exceed that amount.

Our continually growing program is unique and our facility now serves as an example for other meal programs in North America. We are delighted to frequently host visitors from throughout the state and region, as it gives us the opportunity to extol Sheboygan County's many strengths. Our area's manufacturing and agricultural abilities are readily apparent and have given us the ability to produce exceptional meals.

We are grateful for every opportunity to better serve the elderly and homebound in our community. Thank you for considering our request.

Sincerely,

A handwritten signature in blue ink that reads "Gerald Van De Kreeke".

Gerald Van De Kreeke
President

II

R. O. No. - 13 - 14. By CITY ATTORNEY. February 17, 2014.

Submitting, as a matter of record, the fully executed and recorded Warranty Deed from SS. Cyril and Methodius Congregation of Sheboygan, Wisconsin to the City of Sheboygan, and the fully executed and recorded Access Easement Agreement & Encroachment Agreement, both executed in accordance with Res. No. 111-13-14 authorizing the purchase of 812 New Jersey Avenue.



City Attorney



**ACCESS EASEMENT AGREEMENT &
ENCROACHMENT AGREEMENT**



8 2 2 3 0 3 0
Tx:4070590

Document Number

Document Title

1981957

SHEBOYGAN COUNTY, WI

RECORDED ON

01/28/2014 09:41 AM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

EXEMPTION #

Cashier ID: 9

PAGES: 8

Name and Return Address

City of Sheboygan

828 Center Avenue STE 104

Sheboygan, WI. 53081

59281109805

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee, Wisconsin Statutes, §9.517. WRDA 2/96

**ACCESS EASEMENT AGREEMENT &
ENCROACHMENT AGREEMENT**

AGREEMENTS entered into this 22nd day of January, 2014, by and between the City of Sheboygan, hereinafter referred to as "**CITY**", and SS. Cyril and Methodius Congregation of Sheboygan, Wisconsin, hereinafter referred to as "**CHURCH**", which states as follows:

WHEREAS, "CITY" is the owner of the following described real estate:

Lots 10 and 11, Block 204, Original Plat, and the South ½ of the vacated alley lying adjacent thereto, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

WHEREAS, "CHURCH" is the owner of the following described real estate:

Lot 3, Block 204, Original Plat, and the North ½ of the vacated alley lying adjacent thereto, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

WHEREAS, "CITY" is willing to grant and convey to "CHURCH" an easement for ingress and egress purposes, over under and across a portion of land currently owned by "CITY";

WHEREAS, "CHURCH" is willing to grant and convey to "CITY" an easement for ingress and egress purposes, over under and across a portion of land currently owned by "CHURCH";

WHEREAS, "CITY" is willing to grant and convey to "CHURCH" an easement for the right of a building owned by "CHURCH" to encroach upon a portion of land currently owned by "CITY";

NOW, THEREFORE, for and in consideration of the mutual grants and covenants set forth herein:

ACCESS EASEMENTS

1. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, "**CITY**", does hereby grant and convey to "**CHURCH**", a perpetual, irrevocable and non-exclusive easement, for the purpose of vehicular and pedestrian ingress and egress only, over under and across the premises currently owned by "**CITY**" as described and set forth in the attached Exhibit "A" and as shown in a Plat of Survey attached as Exhibit "D";

2. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, "**CHURCH**", does hereby grant and convey to "**CITY**", a perpetual, irrevocable and non-

exclusive easement, for the purpose of vehicular and pedestrian ingress and egress only, over under and across the premises currently owned by "CHURCH" as described and set forth in the attached Exhibit "B" and as shown in a Plat of Survey attached as Exhibit "D";

3. This agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

4. This agreement sets forth the entire understanding of the parties herein and may not be changed except by a written document executed and acknowledged by all parties to this agreement and duly recorded in the Office of the Sheboygan County Register of Deeds.

5. Maintenance, repair, snow removal, upkeep of, and improvements to the parcels identified at Exhibit "A" and Exhibit "B" herein, shall be the sole responsibility of the owners of said parcels, to include all costs related thereto.

6. It is further agreed that no activity shall take place which will in any way inhibit, obstruct or prevent the use of the parcels identified at Exhibit "A" and Exhibit "B" herein from their intended use for the purpose of ingress and egress as set forth herein.

7. Non-use or limited use of the easement rights granted in this agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this agreement.

8. The easement rights granted herein may not be transferred separately from, or severed from the parcels set forth at Exhibit "A" and Exhibit "B" herein.

9. No waiver or breach of any provision herein shall constitute a waiver of any subsequent breach of another provision herein.

10. These covenants shall be considered to run with the land and shall bind "CITY", its successors and assigns, and "CHURCH" its successors and assigns.

ENCROACHMENT EASEMENT

1. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged "CITY", does hereby grant and convey to "CHURCH", a perpetual, irrevocable and non-exclusive easement, for the purpose of allowing a building and access ramp currently owned by "CHURCH" to encroach upon the premises currently owned by "CITY", said area of encroachment described and set forth in the attached Exhibit "C" and as shown in a Plat of Survey attached as Exhibit "D";

2. This agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

3. This agreement sets forth the entire understanding of the parties herein and may not be changed except by a written document executed and acknowledged by all parties to this agreement and duly recorded in the Office of the Sheboygan County Register of Deeds.

4. Maintenance, repair, upkeep of, and improvements to the premises located on the parcel identified at "Exhibit C" herein, shall be the sole responsibility of "CHURCH", to include all costs related thereto. "CITY" hereby grants to "CHURCH" the right to enter upon that portion of the adjoining premises owned by "CITY", but only as may be necessary for the purpose of performing the activities stated herein.

5. It is further agreed that no activity shall take place which will in any way inhibit, obstruct or prevent "CHURCH" from performing the activities as stated at Item 4 herein.

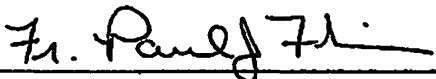
6. Non-use or limited use of the easement rights granted in this agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this agreement.

7. No waiver or breach of any provision herein shall constitute a waiver of any subsequent breach of another provision herein.


8. If for any reason, the encroaching building and access ramp shall be destroyed, demolished or removed from its present site, this encroachment agreement shall immediately become null and void. Any resulting reconstruction of the building shall require that it be placed solely on the premises owned by "CHURCH", and said placement shall be in strict compliance with local ordinances and setback requirements.

9. These covenants shall be considered to run with the land and shall bind "CITY", its successors and assigns, and "CHURCH" its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals the date first written above.



Father Paul J. Fliss, Vice-pres/
Pastor of SS. Cyril and Methodius
Congregation of Sheboygan



Michael J. Vandersteen, Mayor of the
City of Sheboygan

STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

Personally came before me this 22nd day of January, 2014, the above named
Father Paul J. Fliss, Vice-pres/Pastor of SS. Cyril and Methodius
Congregation of Sheboygan
to me known to be the person(s) who executed the foregoing instrument and acknowledge the
same.

Joseph H. Coady
Notary Public
Sheboygan County, Wisconsin
My Commission 2-1-15



STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

Personally came before me this 24th day of January, 2014, the above named
Michael J. Vanderstegen Mayor of the City of Sheboygan
to me known to be the person(s) who executed the foregoing instrument and acknowledge the
same.

Joseph H. Coady
Notary Public
Sheboygan County, Wisconsin
My Commission 2-1-15



This instrument was drafted by:
Attorney Thomas W. Heinrich

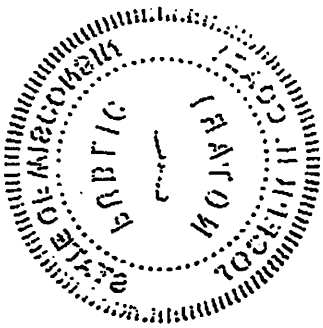
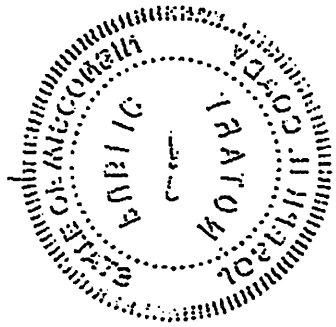


EXHIBIT "A"

Easement—"CITY" to "CHURCH"

The West 44.28 feet of the North 57.48 feet of Lot 10 and the South half of the vacated alley lying adjacent thereto, Block 204, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

EXHIBIT "B"

Easement—CHURCH to CITY

The West 25 feet of the East 40.63 feet of Lot 3 and the North half of the vacated alley lying adjacent thereto, Block 204, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

EXHIBIT "C"

Encroachment Easement—CITY to CHURCH

Commencing at the Northwest corner of Lot 10, Block 204, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin, thence South 0 degrees-09'-39" West, 3.12 feet to the point of beginning; thence North 89 degrees-43'-10" East, 22.75 feet; thence South 0 degrees-09'-39" West, 59.33 feet; thence South 89 degrees-43'-10" West, 22.75 feet; thence South 0 degrees-09'-39" West, 30.47 feet; thence South 89 degrees-43'-10" West, 2.35 feet to the West line of said Lot 10; thence North 0 degrees-09'-39" East along said West line, 90.00 feet to the point of beginning.

VI

R. C. No. _____ - 13 - 14. By LAW AND LICENSING. February 17, 2014.

Your Committee to whom was referred to R. O. No. 240-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; that the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*0269	Schmidt, Rocky R.	1427 Indiana Ave.
*grant contingent on the application being corrected and with a warning to include all violations on future applications		

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*0263	Baltazar, Irma P.	3330 S. 11 th Pl.
*application was withdrawn		
*0264	Tyler, Natasha S.	1108A Erie Ave.
*grant contingent on the application being corrected and with a warning to include all violations on future applications		

Committee.

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

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

II

R. O. No. 240 - 13 - 14. By CITY CLERK. January 20, 2014.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.

2/3/14 - grant all lic. except hold Schmidt, Baltazar, Tyler, Pool, Retro, Puch (contingencies) 2/17/14 - withdraw Baltazar, Tyler - done grant Schmidt, Tyler

Susan Richards
City Clerk

"CLASS B" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3035	Retro Bar & Grill	1509 S. 12 th St.
3036	Shipwrecked Bar & Grill	902 Indiana Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0267	Aguirre, Amber M.	1510 Indiana Ave.
0274	Campbell, Justin S.	2722 S. 10 th St.
5713	Cheney, Lisa M.	2012 N. 9 th St.
0277	Christian, Michael D.	N9078 Dairyland Dr.
0272	Dedlow, Heather E.	2520 Calumet Dr.
9376	Goltry, Rosemary T.	1331 N. 5 th St.
5390	Lukaszewski, Tanya M.	1447 Parkview Ter., #36
0273	Penninan, Ben M.	2014A Wisconsin Ave., New Holstein
0265	Phillips, Carter L.	1628 Spruce Ct.
0275	Pool, Samantha L.	1912 S. 16 th St.
0276	Puch, Cassandra J.	2107 N. 9 th St.
0269	Schmidt, Rocky R.	1427 Indiana Ave.
9459	Thompson, Timothy J.	2209 Broadway
0270	Valind, Stephanie J.	1618 N. 3 rd St.

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0263	Baltazar, Irma P.	3330 S. 11 th Pl.
0266	Isherwood, Seleena M.	704 N. 14 th St.
0264	Tyler, Natasha S.	1108A Erie Ave.

10.01

840



Charles A. ...

IV

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. February 17, 2014.

Your Committee to whom was referred Com. No. 22-13-14 from Jodi VanderWeele regarding concerns with the parking restrictions on N. 8th St. between the previous Noah's Ark and the corner of N. 8th St. and Bluff Ave.; recommends that the document be accepted and placed on file and to have staff draft and ordinance to change the one hour parking to two hour parking and have Lakeshore Community Health negotiate something with the owner of the parking lot.

_____ 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

I

4.1

Com. No. 22 - 13 - 14. January 20, 2014.

Submitting a communication from Jodi VanderWeele regarding concerns with the parking restrictions on N. 8th St. between the previous Noah's Ark and the corner of N. 8th St. and Bluff Ave.

Presented to the Common Council by Alderperson .
Carlson

~~PPS~~
Act file
a draft Ord. to change
the one hour parking to two
hr parking & have Lakeshore
Community Health negotiate
something with the owner of the
parking lot

Richards, Susan

From: Alderperson Darryl Carlson
Sent: Friday, January 10, 2014 10:32 AM
To: Richards, Susan
Subject: FW: N 8th Street Parking

Can you submit this to council?

Thank you,

darryl

From: Alderperson Jodi Vander Weele
Sent: Thursday, January 09, 2014 12:13 PM
To: Alderperson Darryl Carlson
Subject: N 8th Street Parking

Hello Darryl,

Please have PP&S look into the parking restrictions on North 8th Street between the previous Noah's Ark and the corner of 8th and Bluff.

The current parking sign states, "1 hour parking 6am-8pm". When this restriction was put into place, there were numerous businesses along 8th Street. Currently, Lakeshore Community Health is located within this parking restriction. Quite a few of the patients are receiving parking tickets, as well as employees due to the restriction.

It is my hope that this sign would be taken down and there would be no restrictions.

Thank you!

~Jodi L. VanderWeele~

District 2 Alderperson
920-980-5400

Law & Licensing Committee, Chairman
Salaries & Grievances Committee
Strategic Fiscal Planning Committee
Group Health Insurance & Wellness Committee

VI

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. February 17, 2014.

Your Committee to whom was referred the following:

1. R. O. No. 260-13-14 by the Chief of Police submitting his quarterly report showing activities of the department for the period of October 1, 2013 and ending December 31, 2013; and
2. R. O. No. 261-13-14 by the Chief of Police submitting his yearly report for the period of January 1, 2013 and ending December 31, 2013;

recommends that the documents be accepted and placed on file.

_____ 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. 260 - 13 - 14. By CHIEF OF POLICE. February 3, 2014.

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, 2013 and ending December 31, 2013.

Part I Crimes	OCT		NOV		DEC		2013 TOTAL 4th QTR Actual Offenses	2012 TOTAL 4 th QTR Actual Offenses
	Actual Offenses	Cleared	Actual Offenses	Cleared	Actual Offenses	Cleared		
Homicide	0	0	0	0	0	0	0	0
Rape	3	2	2	0	1	0	6	4
Robbery	1	1	2	1	0	0	3	5
Aggravated Assault	9	6	11	7	6	6	26	26
Burglary	11	1	14	6	16	5	41	85
Theft	83	42	90	52	91	49	264	266
Vehicle Theft	6	2	0	1	1	1	7	9
Arson	1	0	0	0	0	0	1	3
Total Part I Crimes	114	54	119	67	115	61	348	398
Total Current Actual Offenses	348		Total Current Cleared		182			
Same Quarter Last Year	468		Same Quarter Last Year		228			

PPS
Aa + file

Traffic Arrests	
OCT	256
NOV	225
DEC	207
Current Quarter	688
Same Quarter Last Year	703

Other Arrests	
OCT	392
NOV	342
DEC	301
Current Quarter	1035
Same Quarter Last Year	1126

Accidents Investigations	
Current Quarter	478
Same Quarter Last Year	411

Total Arrests	
Current Quarter	1723
Same Quarter Last Year	1829

Property	OCT	NOV	DEC	Current Quarter	Same Quarter Last Year
Value Property Stolen	68970	49245	22373	140,588	115001
Value Property Recovered	25882	7340	9493	42,715	32298
Percent Recovered	38	15	42	30	28

Chief of Police Christopher D. Domagalski

II

3.7

R. O. No. 261 - 13 - 14. By CHIEF OF POLICE. February 3, 2014.

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 January 1, 2013 and ending December 31, 2013.

**SHEBOYGAN POLICE DEPARTMENT
ANNUAL REPORT 2013**

Part I Crimes	2013 TOTAL Reported	2012 TOTAL Reported
Homicide	1	3
Rape	19	20
Robbery	14	21
Aggravated Assault	97	127
Burglary	187	260
Theft	1023	1204
Vehicle Theft	31	42
Arson	6	5
Total Part I Crimes	1378	1682

***Part 2 Crime**

Traffic Arrests	
Current Year	2,777
Last Year	2991

Other Arrests	
Current Year	7,529
Last Year	4686

Accidents Investigations	
Current Year	1840
Last Year	1560

Total Arrests	
Current Year	10,306
Last Year	7677

*PPS
Acc File*

Property	Current Year	Last Year
Value Property Stolen	622369	773682
Value Property Recovered	182407	169178
Percent Recovered	29	22

Chief of Police Christopher D. Domagalski

V

R. C. No. _____ - 13 - 14. By PUBLIC PROTECTION AND SAFETY. February 17, 2014.

Your Committee to whom was referred Com. No. 21-13-14 from Jean Baumann stating her concerns regarding an alleged sex offender living next to a day care; recommends that the document be placed on file.

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

I

3.1

Com. No. 21-13-14. November 18, 2013.

Submitting a communication from Jean Baumann stating her concerns regarding an alleged sex offender living next to a day care.

Presented to the Common Council by Alderperson Scott Lewandoske.
Lewandoske

~~PPV5~~

Jill

H

Richards, Susan

From: Scott Lewandoske <sheboygan@bytehead.com>
Sent: Monday, November 11, 2013 12:54 PM
To: Richards, Susan
Subject: Fwd: Citizen concern for Public Protection & Safety.

----- Original Message -----

Subject: Citizen concern for Public Protection & Safety.
Date: Mon, 11 Nov 2013 12:52:24 -0600
From: Scott Lewandoske <sheboygan@bytehead.com>

Sue,

Could you add the following to the agenda for the next Common Council meeting to be referred to Public Protection and Safety.

I received this via Facebook.

Scott,

I need help. I need to know who the alderman is for where u live and/or the area of 1100 block of North 14th. (1123 and 1125 North 14th).

I need to know who is the alderman for the TLPs (temporary living placement for the guys coming out of prison) on 14th.

The problem is basically: a child molester living right next to a day care. The bigger problem was that person was court ordered to do a 2 year sex offender program in prison ~ which was a condition of his release. He refused to do the program and was released anyway.

I have more information than anyone would want. I'm his adopted mother. He molested my daughter and granddaughter. His name is Benjamin Todd Baumann. As I'm sure you can guess, this is a very twisted, very painful thing. But I'm fighting for my daughter. So. ...I'm more than willing to sit down or talk to anyone that can help explain to me why this was allowed. He got NO treatment and none of the judges orders were followed. Now he's out and Sheboygan is just unaware.

From Jean Davidosn Baumann, who lives in the 1900 block of North 12th Street. Her contact info is kacobria@aol.com. 920.287.9762.

I

Com. No. _____ - 13 - 14. February 17, 2014.

Submitting a communication from Alderperson Lewandoske requesting that life rings be installed on the pier in the hope that it can save lives of people in the water near the piers.

Presented to the Common Council by Alderperson _____
Lewandoske

Richards, Susan

From: Alderperson Scott Lewandoske
Sent: Tuesday, February 04, 2014 4:10 PM
To: Richards, Susan
Cc: sheboyganhistory@bytehead.com
Subject: FW: Regulation of Piers-Scott Lewandoske

Sue,

Could you add this email as a communication for the City County Shared Services Committee asking the the committee to install life rings on the piers.

The reason for sending it to this committee is that the City of Sheboygan has charge of the first 300 feet of the pier and the County has charge of the remaining distance of the pier, out to the light house.

I am requesting that life rings be installed on the pier in the hope that it can save lives of people in the water near the piers. The City of Sheboygan already has life rings along the boardwalk and the Yacht Club has life rings near their piers. During the summer of 2012, two men drowned after being swept off the pier. I was told by personnel from the U.S. Coast Guard based in Sheboygan and by Sheboygan County Sheriff, Todd Priebe, that life rings would have saved one person and maybe possibly both.

Included is an email, I received from Senator Leibham's office and the DNR stating that permits would not be required.

Scott Lewandoske
City of Sheboygan 5th District alderman

From: Hansen, Alex [Alex.Hansen@legis.wisconsin.gov]
Sent: Monday, June 24, 2013 10:47 AM
To: Alderperson Scott Lewandoske
Cc: Michael.Bruhn@wisconsin.gov
Subject: FW: Regulation of Piers-Scott Lewandoske

Scott,

Please see the e-mail below from DNR. Let me know if you have any questions.

Thank you.

Alex Hansen
Office of Senator Joe Leibham
Phone: (608) 266-2056
Room 15 South, State Capitol
www.leibhamsenate.com<<http://www.leibhamsenate.com/>>

From: Rasmussen, Russell A - DNR
Sent: Thursday, June 20, 2013 1:51 PM

To: Bruhn, Michael L - DNR
Cc: Biersach, Pamela A - DNR
Subject: FW: Regulation of Piers-Scott Levendusky

As I understand this, the City of Sheboygan wants to put life preserver rings on their piers (assume they go out into Lake Michigan?) and seem to think they need some sort of permit. If they are just adding a ring to some posts and hanging a life preserver on it, I think they could just do it. Perhaps they are contemplating drilling a hole into an existing solid pier out in Lake Michigan, putting in a post, filling the hole with concrete and hanging a life preserver. If that is the case, we might ask them to minimize the amount of debris that gets into the lake, but I don't think that would entail a permit either. However, if they are thinking about an expansion of the pier footprint, then they would need a permit from us.

Pam, any alternate thoughts?

P Russell Rasmussen
Deputy Administrator
Water Division
Wisconsin Department of Natural Resources
-(•) phone: (608) 267-7651
(•) cell: (608) 279-3170
(•) e-mail: Russell.Rasmussen@wi.gov<mailto:Russell.Rasmussen@wi.gov>

Quality customer service is important to us. Please tell us how we're doing:
<https://www.surveymonkey.com/s/WDNRWater>

II

R. O. No. _____ - 13 - 14. By BOARD OF ELECTRICAL EXAMINERS.
February 17, 2014.

Attached hereto we are submitting the following applications for electrical licenses:

<u>APPLICATION #:</u>	<u>NAME AND ADDRESS:</u>	<u>TYPE OF LICENSE:</u>
1488	Gregory A Clemens N6031 Highland Hills Dr Sheboygan Falls, WI 53085	Journeyman Line Technician Electrician
1489	Adam Wigner 5935 Margery Dr #203 Mt Pleasant, WI 53406	Journeyman Line Technician Electrician



Electrical/Heating Inspector

II

R. O. No. - 13 - 14. By CITY CLERK. February 17, 2014.

Submitting a communication from the State of Wisconsin Department of Corrections stating that Matthew Lueck is hoping to reside at the Tee Box upon his release from incarceration. Chaplain Cawthon plans to be present at the meeting on Mr. Lueck's behalf. The Department is simply supplying the paperwork that Mr. Lueck himself filled out. The Department is in agreement with allowing him to stay at this particular residence to assist with his transition into the community. Mr. Lueck is slated to be released from prison on 5/13/14.



City Clerk

Scott Walker
Governor

Edward Wall
Secretary



3422 Wilgus Avenue
Sheboygan, WI 53081
Phone (920) 459-3097
Fax (920) 459-4386

State of Wisconsin
Department of Corrections

02/05/2014

FEB 5 '14 PM 1:59

To whom it may concern:

Mr. Lueck (DOC# 445769, DOB: 08/01/84) is hoping to reside at the Tee Box upon his release from incarceration. Chaplain Rick Cawthon (Phone: 920-254-6566) plans to be present at the meeting on Mr. Lueck's behalf. The Department is simply supplying the paperwork that Mr. Lueck himself filled out. The Department is in agreement with allowing him to stay at this particular residence to assist with his transition to the community.

Mr. Lueck is slated to be released from prison on 05/13/14.

Respectfully,

A handwritten signature in blue ink, appearing to read "Kara Mentch".

Kara Mentch
Probation & Parole Agent #70816
3422 Wilgus Ave. Sheboygan, WI 53081
920.459.3499

II

R. O. No. _____ - 13 - 14. By CITY CLERK. February 17, 2014.

Submitting a communication from Dwayne M. Davis requesting a waiver from the Sex Offender Residency restrictions in order to live at Ember Apartments, 3615 S. Business Dr., Apt. #7.



City Clerk

PUBLIC PROTECTION AND SAFETY COMMITTEE

APPLICATION FOR WAIVER OF
SEXUAL OFFENDER RESIDENCY RESTRICTIONS

This application is pursuant to Section 70-265 of Sheboygan Municipal Code. Consistent with the policies set forth in Wisconsin Statute sections 938.299 and 938.78 mandating confidentiality, appeals involving juvenile offenders or offenses will be held in closed session, unless otherwise noted.

IMPORTANT: THIS APPLICATION SHOULD BE TYPED OR PRINTED IN BLOCK LETTERS IN BLACK INK.

DATE: 2-3-2014 920-698-7788

NAME: Dwayne m Davis

DATE OF BIRTH: 7-10-1958

CURRENT ADDRESS: 930 Michigan Ave Apt A
Sheboygan WI 53081

EMPLOYER: Watry Industries LLC

ADDRESS OF EMPLOYER: 3312 Lakeshore Drive
Sheboygan WI 53081

HIGHEST LEVEL OF EDUCATION COMPLETED: Some College

AGES & RELATIONSHIPS OF THOSE WHO CURRENTLY LIVE WITH YOU
(Do not list names): 35 & 64 No relationship Roommates at
TLP

ADDRESS THAT YOU WISH TO MOVE TO IN SHEBOYGAN: Ember Apartments
3615 South Buss. Dr. Apt #7 Sheboygan WI 53081

AGES & RELATIONSHIPS OF THOSE WHO WOULD LIVE IN THE HOME YOU WISH TO MOVE TO
(Do not list names): No One

COMPLETE LIST OF YOUR PREVIOUS RESIDENTIAL ADDRESSES:
3123 N 12th St Sheboygan WI 53083 (13 yrs)
1426 School Ave Apt A 11 yrs. Owned for 10 yrs.

II

R. O. No. - 13 - 14. By CITY CLERK. February 17, 2014.

Submitting a claim from Appraisal Compliance Review, Inc./Lenders Audit, LLC, for alleged damages to their building at 815 New York Ave. when a sidewalk snow plow hit their building.



City Clerk

DATE RECEIVED 2-3-14

RECEIVED BY LS Schaefer

CLAIM NO. 19-13

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 3 '14 AM 11:57

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: Appraisal Compliance Review, Inc. / Lenders Audit, LLC

2. Home address of Claimant: 815 New York Avenue, Sheboygan, WI, 53081

3. Home phone number: (920) 783-6059

4. Business address and phone number of Claimant: 815 New York Avenue
Sheboygan, WI, 53081 (920) 783-6059

5. When did damage or injury occur? (date, time of day) 1/17/14, afternoon

6. Where did damage or injury occur? (give full description) damage occurred in front of 815 New York Avenue

7. How did damage or injury occur? (give full description) _____

Derek Muench of Shoreline metro was snow plowing the sidewalk in front of our building and ran into our building with his plow and caused damage

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: Derek Muench

(b) Claimant's statement of the basis of such liability: Derek left his card for me and I spoke with him on the phone in the days following this incident

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: n/a

(b) Claimant's statement of basis for such liability: n/a

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

Damage to corner of building; cracked wood, damage to address panel

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: \$ pending (cannot be repaired until spring)

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL pending

Damaged vehicle (if applicable)

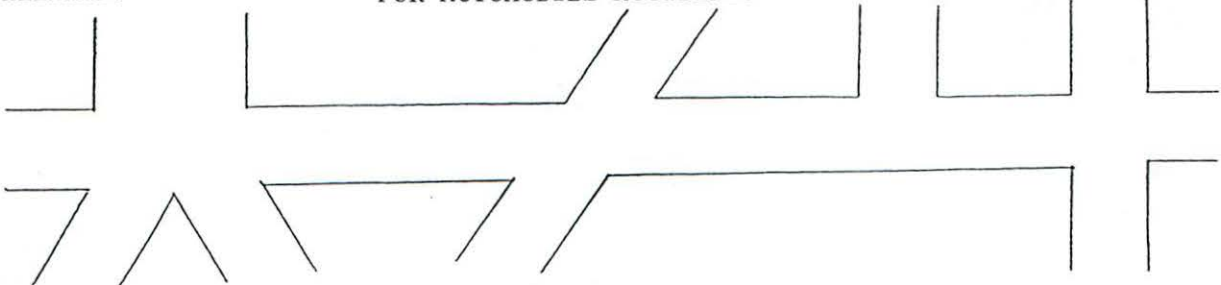
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

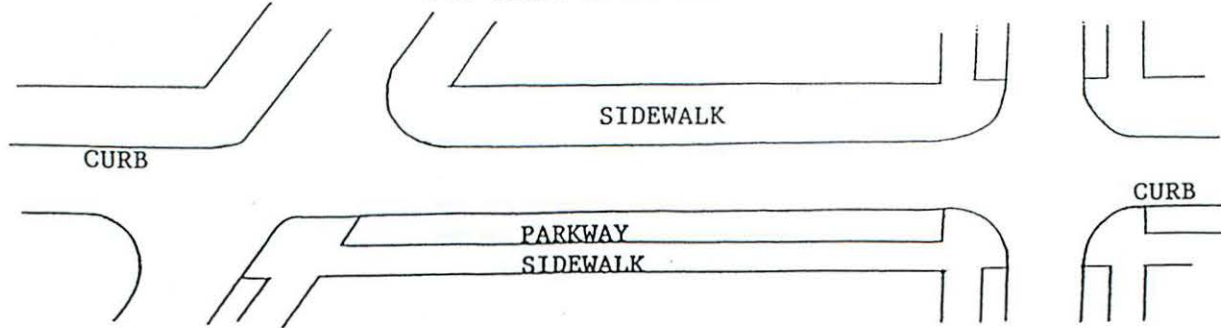
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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:

Paula J. Wenzel (Appraisal manager)

Date: 1/30/14

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

FEB 3 '14 AM 11:57

CLAIM

Claimant's Name:	<u>Appraisal Compliance Review, Inc.</u>	Auto	\$ _____
Claimant's Address:	<u>815 New York Avenue</u>	Property	\$ <u>pending</u>
	<u>Sheboygan, WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>(920) 783-6059</u>	Other (Specify below)	\$ _____
		TOTAL	<u>pending</u>

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

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

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

SIGNED: Paula J. Wenzel (Appraisal manager) DATE: 1/30/14

ADDRESS: 815 New York Avenue
Sheboygan, WI 53081





Derek Muench | Operations Supervisor

608 S. Commerce Street, Sheboygan, Wisconsin 53081

920.459.3285 Office 920.459.3140 Direct

920.459.3420 Metro Connection 800.947.3529 TDD Relay

dmuench@shorelinemetro.com

shorelinemetro.com



INCIDENT FORM
Non-Accident or Injury

TYPE OF INCIDENT:

Emergency Non-emergency Driver Situation Passenger Misconduct Theft Vandalism

Other: PARKING UTILITY DAMAGE TO PRIVATE PROPERTY

Date of Incident: 01 / 17 / 14 Emergency personnel called and at the scene? Yes No

Did Shoreline Metro personnel assist with the situation in any way? Yes No

If yes, to what degree? EXCHANGED BUSINESS CARD W/ PROPERTY AFTER INCIDENT

INVOLVED PARTIES:

#1 Name: DEREK MUECH Phone Number: 459-3140

Address: 608 S. COMMERCE ST. City: SHEBOYGAN

#2 Name: _____ Phone Number: _____

Address: 815 NEW YORK AVE City: SHEBOYGAN

#3 Name: _____ Phone Number: _____

Address: _____ City: _____

DETAILS: I WAS PLOWING SNOW ON SIDEWALK IN ECO BLOCK OF NEW YORK AVE. RIGHT REAR TIRE CAUGHT ON METER POST AND SENT PLOW BLADE INTO SIDE OF BUILDING. SOME DAMAGE TO BUILDING. NO DAMAGE TO EQUIPMENT.

I NOTIFIED BUSINESS ADJACENT TO DAMAGE AND LEFT BUSINESS CARD.

MAYOR'S INTERNATIONAL COMMITTEE

There will be a meeting of the Mayor's International Committee on **Tuesday, February 4, 2014 at 5:15 p.m.** in the **3rd Floor Conference Room** at City Hall.

AMENDED AGENDA

1. Call meeting to order
2. Pledge of Allegiance
3. Approval of previous minutes
4. Correspondence
5. New Business
 - Other ideas for fund raisers – Jim Graf
 - Request from People to People to host welcome picnic for exchange students
6. Old Business
 - Trip to Esslingen
 - Foreign Exchange Student Party
 - UW Band Fundraiser
7. Schedule next meeting
8. Adjournment

Mission Statement

“A group of residents living within the boundaries of the Sheboygan Area School District, appointed by the Mayor of Sheboygan, empowered to represent and further the City’s commitment to understanding and friendship between the Sister Cities and the City of Sheboygan and between the peoples of the world at the request of the Mayor or Common Council.

As official ambassadors of the City of Sheboygan, the International Committee members shall act as community representatives and City Government Liaisons at public events which honor visitors from our Sister Cities and other foreign visitors to our City at the request of the Mayor or Common Council.

The committee’s primary function is to promote, facilitate and host or assist official visits to or from the City of Sheboygan and our Sister Cities and at the request of the Mayor or Common Council perform these same functions for diverse cultural, education and business groups, societies, and organizations from all countries.”

Persons with disabilities who need accommodations to attend this meeting should contact the Mayor's Office at 828 Center Avenue, Sheboygan, WI, phone 459-3317.

WITNESSES:

#1 Name: N/A Phone: _____

Address: _____ City: _____

#2 Name: _____ Phone: _____

Address: _____ City: _____

#3 Name: _____ Phone: _____

Address: _____ City: _____

SUPERVISOR:


Notified: Yes No Date: 01 / 17 / 14 Time: 2 : 30 AM PM

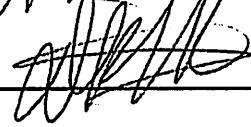
On Site: Yes No Date: 01 / 17 / 14 Time: 2 : 30 AM PM

Copy to Director: Yes No Pictures Taken: Yes No

Resolved: Yes No Date Resolved: / /

Supervisor Comments: _____

Driver/Staff Signature:  Date: 01 / 17 / 14

Supervisor Signature:  Date: 01 / 17 / 14

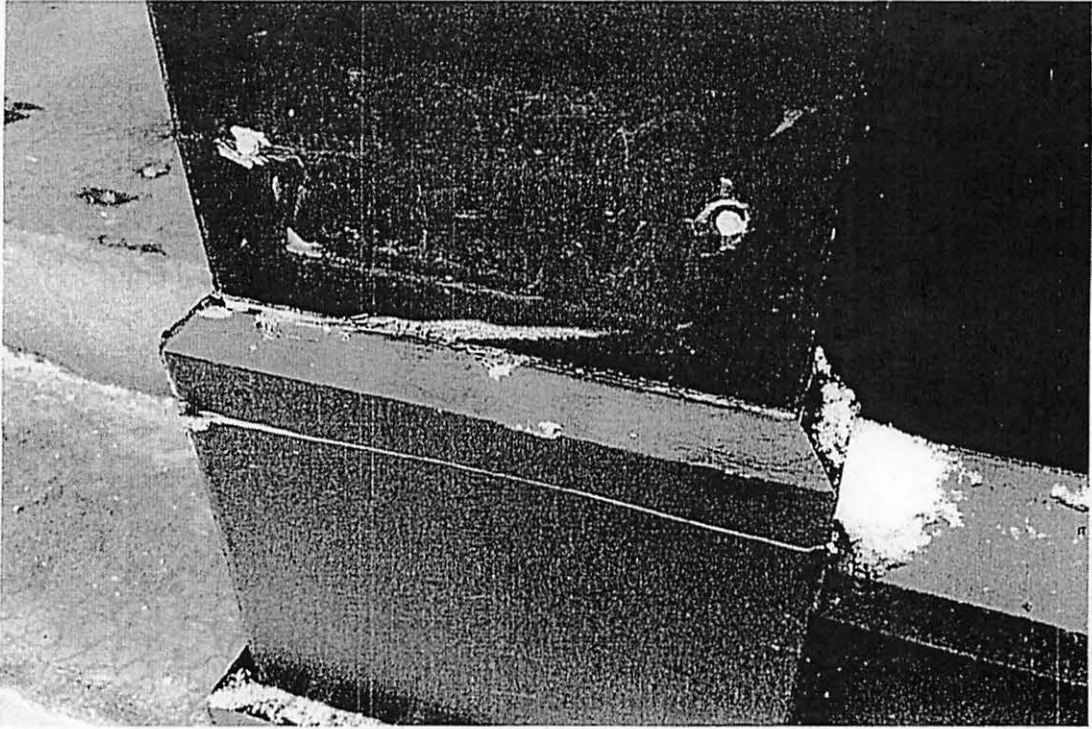
AGENDA

Board of Marina, Park & Forestry Commissioners
Tuesday, February 4, 2014
Municipal Service Building
2026 New Jersey Ave.
4:15 pm

1. Call Meeting to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Public Input (3 minute limit per individual).
5. **R.O. 212-13-14** (Council Doc. 8.4)
Request from the Director of Planning & Development requesting the Marina, Parks & Forestry Commission to make a recommendation to the Public Works Committee related to naming of the new Interurban Trail recently constructed with Non-Motorized Transportation Pilot Program funding and City/County Funding from Pennsylvania Ave. to Martin Ave.
6. Report from Supt. of Parks & Forestry:
 - Parks
 - 5-year Outdoor Recreation Plan
 - Park Inspection Comments
 - Forestry
 - EAB Management Plan
 - Planting Plan
 - Maywood
 - Flapjack Days
 - Program & Development
 - Management Plans
 - Bur Oak Property
7. Marina report.
8. Wildwood Softball Management Update.
9. Comments from Board Members.
10. Announcements.
11. Set Next Meeting Date: Tuesday, March 4 at Maywood
12. Adjourn.

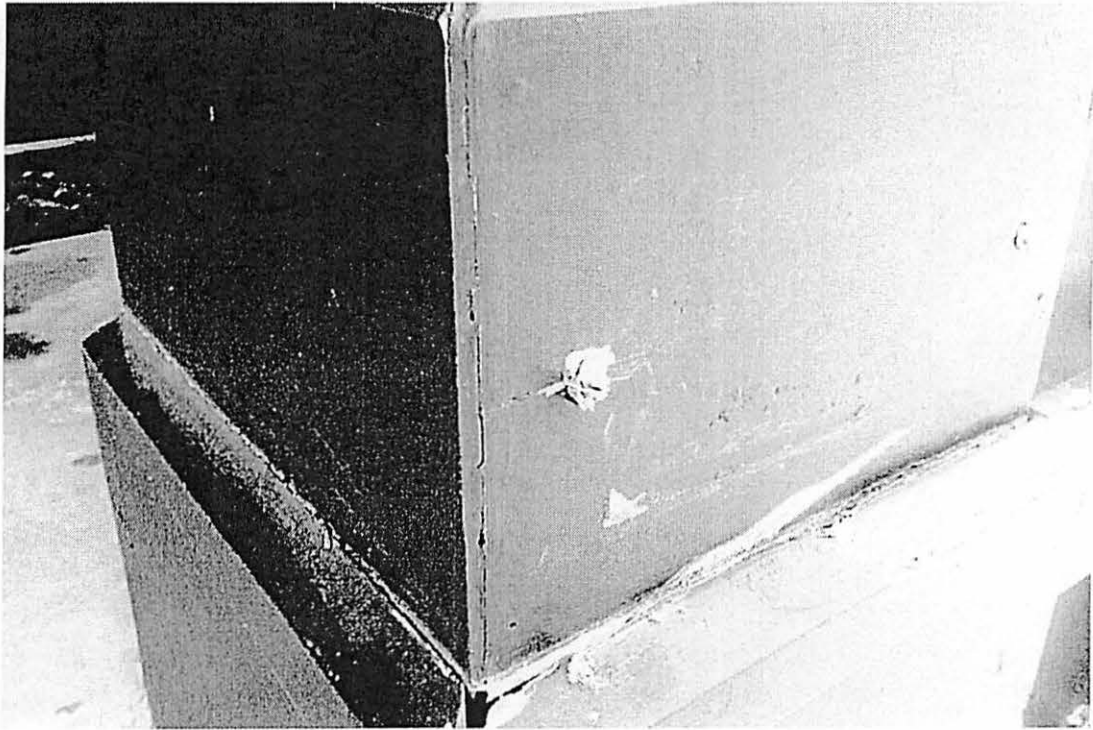
BUSINESS ALIEN PERMIT LIST - 2008

TRADER NAME	ALIEN #	PERMIT #	COMMENTS
AD Electrical 11590 Highway Sheboygan WI 53081 262-960-7400 ADT Security 2500 N. Wau Action, WI			
Drinks Home 8880 East Living TX Concession 2521 W. Wau Sheboygan			
937 New York Ave Sheboygan 53081 458-2782			
Green Electrical Security 2004 Waukegan Ct Sheboygan WI 53083	272108	7045	
Integrated Security Solutions Inc 512 S Main St Box 124 Cottage Grove WI 53027 608-844-3174	812888	1031	
DATA SECURE 2784 CITY TR TR SHEBOYGAN FALLS, WI 53083 262-487-7580	804481	2308	
Latched Security Products PO Box 138 Little Chute, WI 54140-0138	888108	8533	

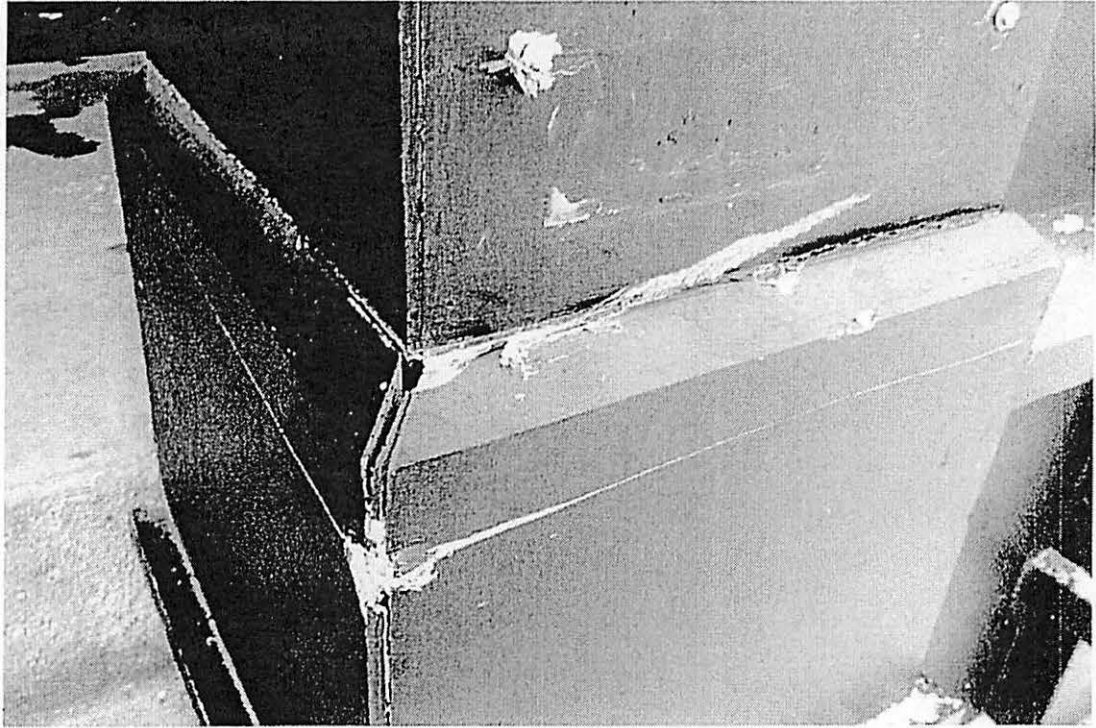


BUSINESS ALARM PERMIT LIST - 2008

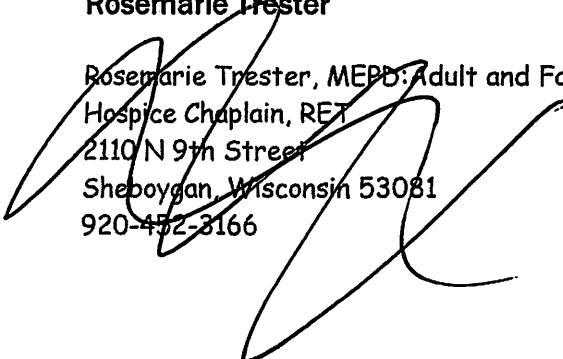
Renewals sent 11/17/06				
TRADE NAME		Alarm #	Receipt #	COMMENTS
AC Enterprises N3690 Horace Mann Rd Sheboygan Falls, WI 53085 920-980-7043		2236	576106	
ADT Security 2500 N Lynndale Appleton, WI 54914		1671	565361	ADT Security Services, Inc Attn: Licensing Dept PO BX 3042 BOCA RATON, FL 33431-0835
Brinks Home Security 8880 Estes Blvd Irving TX 75063		2226	571654	
Cornerstone Security Group 7251 W North Ave Wauwatosa, WI 53213		2248	569420	
Guardian Protection Services 834 New York Ave Sheboygan 53081 458-5782		1679	568032	
Guske Electrical Security 2004 Waverly Ct Sheboygan WI 53083		2407	572103	
Integrated Security Solutions Inc 219 S Main St PO Box 124 Cottage Grove, WI 53527 608-839-3174		2151	572865	
JSM SECURE 5764 CTY TK TT SHEBOYGAN FALLS, WI 53085 (920) 467-7550		2308	564451	
Lappen Security Products PO Box 136 Little Chute, WI 54140-0136		2233	565108	



contained in this email message to or by anyone other than the intended recipient is strictly prohibited. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of the Company.



Rosemarie Trester



Rosemarie Trester, MEPP: Adult and Family Ministry
Hospice Chaplain, RET
2110 N 9th Street
Sheboygan, Wisconsin 53081
920-452-3166

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

FEB 13 14 PM 4:08

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: DEVA VALADEZ
2. Home address of Claimant: 2619 S 9TH STREET, SHEBOYGAN, WI 53081
3. Home phone number: (920) 889-1357
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 01/12/2014
6. Where did damage or injury occur? (give full description) IT OCCUR ON 526 S 13TH ST IN SHEBOYGAN. I SLIP AND FALL BETWEEN THE STREET AND HOME SIDEWALK. SINCE I FELL AND HIT MY HEAD, MY HUSBAND TOOK ME TO THE HOSPITAL.
7. How did damage or injury occur? (give full description) THE ACCIDENT OCCURED WHEN CROSSING THE STREET. IT WAS VERY ICY AND SLIPPERY AND FELL AND HIT MY HEAD. AT THE HOSPITAL I WAS TOLD I HAVE A CONCUSSION AS STATED ON THE HOSPITAL EMERGENCY DEPARTMENT 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: N/A
 - (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: I CANT SAY IS DANGEROUS AS OF TODAY. BUT THE DAY OF THE ACCIDENT, THE WEATHER CONDITIONS WERE BAD AND SLIPPERY.
 - (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").

AS STATED IN THE HOSPITAL REPORT I HAD A CONCUSSION OF THE BRAIN. OR CLOSED HEAD INJURY.

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: \$ _____

Personal injury: \$ 11,371.50

Other: (Specify below) \$ PENDING

TOTAL

Damaged vehicle (if applicable)

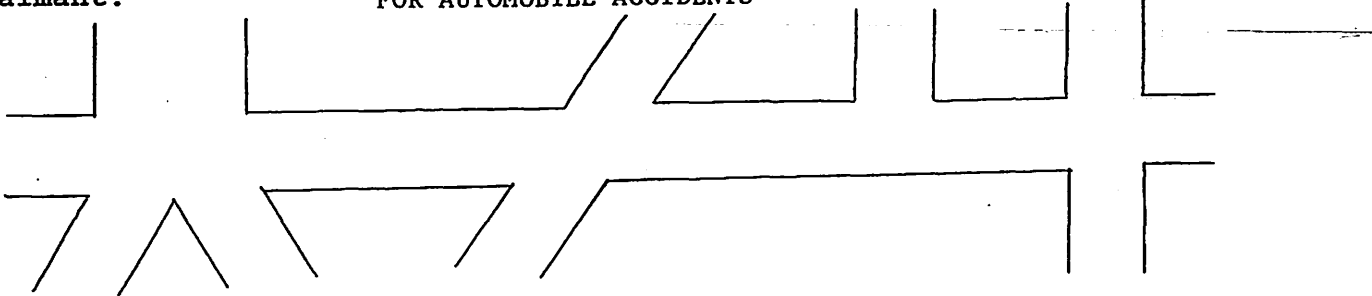
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

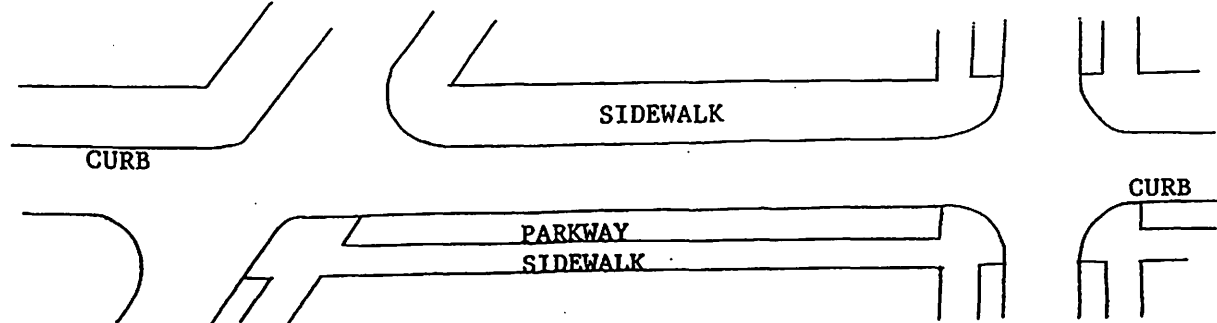
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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: _____

Date: _____

II

R. O. No. _____ - 13 - 14. By DIRECTOR OF PUBLIC WORKS. February 17, 2014.

Submitting a communication from the Director of Public Works requesting the use of the City's free days to hold the Wisconsin Chapter American Public Works Association Spring Conference in Sheboygan at Blue Harbor Resort on May 13, 14, 15, 2015.

Finance

Director of Public Works

III

R. O. No. - 13 - 14. By BOARD OF MARINA, PARKS AND FORESTRY
COMMISSION. February 17, 2014.

The Board of Marina, Parks & Forestry Commission met and discussed R. O. No. 212-13-14 regarding naming of the new Interurban Trail recently constructed with Non-Motorized Transportation Pilot Program funding and City/County funding from Pennsylvania Ave. to Martin Ave. The Commission recommends to the Public Works Committee that the trail be called "Sheboygan Trail".

P.W.

II

8.4

Other Matters

R. O. No. 212 - 13 - 14. By DIRECTOR OF PLANNING & DEVELOPMENT.
December 16, 2013.

Submitting a request from Chad Pelishek, Director of Planning & Development, requesting the Marina, Parks and Forestry Committee to make a recommendation to the Public Works Committee related to naming of the new Interurban Trail recently constructed with Non-Motorized Transportation Pilot Program funding and City/County funding from Pennsylvania Avenue to Martin Ave.

The County Planning and Land Conservation Department allowed residents to submit on-line requests for naming the trail. Approximately, 73 requests were made. City and County staff met to discuss and vote on each of the names until the top three names were chosen. They include:

1. Lake Spirit Trail: A combination of - "Spirit by the Lake" representing Sheboygan. Rail for the representation of the area being used to build the trail. Applicant states they grew up with the Chicago and Northwestern railroad train literally in their backyard. Now, the trail transformation is taking place there as well.
2. Shoreland 400: The name keeps with the history of the rail line in Sheboygan. The tracks were the route of the historic Northwestern passenger train service between Chicago and the twin cities- 400 miles in 400 minutes. This name seems to capture the geographic location near the Great Lakes as well as the connection to the railroad of the past. This name calls attention to the geographic location of the trail -near the Great Lakes - as well one of the finest C&NW passenger trains to operate over the trail route. Chicago and North Western Railway named the Shoreland 400, which always ran thru Sheboygan.
3. Sheboygan Trail: From purely a branding perspective, it makes sense to avoid cute and clever names. They carry baggage and often project a promise they cannot keep which ultimately devalues what's being named. It's far smarter to call it The Sheboygan Trail. From a tourism perspective, it helps draw bicycling enthusiasts. From an economic development perspective, it provides a new, unique and meaningful path upon which to expand economic development. From a local perspective, it creates a sense of pride in a repurposing a historic route for a new mission.

Marina, Parks & Forestry

The Sheboygan County, Planning, Land and Conservation Committee reviewed the names and recommended the City pick the name since the trail runs through the heart of the City. Therefore, I am asking the Marina, Park & Forestry Committee, Public Works Committee and Common Council to recommend and adopt the name of the trail the Sheboygan County Board of Supervisors will adopt the City's recommendation.

DIR. OF PLANNING & DEV

II

R. O. No. _____ - 13 - 14. By CITY CLERK. February 17, 2014.

Submitting a communication from Nathan Manning requesting a waiver to the Sex Offender Residency restrictions in order to live at 4403 Primrose Ct., Apt. M103.

Susan Richards

City Clerk

PPS

FEB 11 '14 PM 3:28

Date 2-11-14

My name is Nathan Manning

I am requesting a waiver to the Sexual Residency Requirements so I may live at 4403 Primrose Ct

Apt m103

Signature 

Phone No 920 458 5205

II

R. O. No. _____ - 13 - 14. By CITY CLERK. February 17, 2014.

Submitting a communication from Benjamin Baumann requesting a waiver to the Sex Offender Residency restrictions in order to live at 619 N. 8th St. #1 or 1021 N. 8th St. #7.



City Clerk

ppb

FEB 7 '14 AM 10:07

Date 2-5-2014

My name is Benjamin Baumann

I am requesting a waiver to the Sexual Residency
Requirements so I may live at 619 1/2 N. 8th Street #105
Sheboygan WI 53081 1021 N 8th St #7

Signature Ben B

Phone No 920-917-2924

II

R. O. No. _____ - 13 - 14. By CITY CLERK. February 17, 2014.

Submitting a communication from Jason Vandermus requesting a waiver to the Sex Offender Residency restrictions in order to live at 1316 Jefferson Ave.

pp+5.

Susan Richards

City Clerk

FEB 10 '14 12:20

Date 2-10-14

My name is JASON VANDERMUS

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

1316 JEFFERSON AVE.

Signature Jason Vandermus

Phone No (920) 254-5249

III

Res. No. _____ - 13 - 14. By Alderperson Hammond. February 17, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for purchase scheduling software for Shoreline Metro Connection:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Transit Fund State Grant 65193000-434211	Transit Fund Software 65193000-642200	\$64,000
Transit Fund Unreserved Retained Earnings 651-272000		\$16,000

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. _____ - 13 - 14. By Alderperson Carlson. February 17, 2014.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for scheduling software for Sheboygan Metro connection;

WHEREAS, the software will allow Shoreline Metro to schedule routes utilizing maps and navigation in all units, and;

WHEREAS, Shoreline Metro currently does not have the ability to schedule routes in an efficient manner, and;

WHEREAS, Shoreline Metro secured a grant from the State of Wisconsin for 80% of the purchase, and;

WHEREAS, Ecolane is the supplier of the software and as such is able to waive the requirement for competitive bidding.

RESOLVED: That the Purchasing Agent is hereby authorized and directed to enter into contract with Ecolane for the purchase of software for the proposed sum of \$80,000.

BE IT FURTHER RESOLVED: That the proper City Officials are hereby authorized and directed to draw orders on the Shoreline Metro Account No 65193000-642200 in the amount of \$80,000.

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. _____ - 13 - 14. By Alderperson Hammond. February 17, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for purchase of land in the Industrial Park:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Industrial Park Fund Unreserved Fund Balance 407-253000	Industrial Park Fund Land acquisition 40761100-611100	\$190,000

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. _____ - 13 - 14. By Alderperson Hammond. February 19, 2014.

A RESOLUTION authorizing the Mayor's International Committee to enter into contracts as necessary to stage the performance of the UW Badger Band at the Stefanie Weill Center on April 14, 2014.

RESOLVED: That the Mayor, on behalf of the Mayor's International Committee, is hereby authorized to enter into contracts as necessary to stage the performance of the UW Badger Band at the Stefanie H. Weill Center for the Performing Arts on April 14, 2014.

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. _____ - 13 - 14. By Alderperson Hammond. February 17, 2014.

A RESOLUTION authorizing the purchase of 730 S. 8th Street (Former Tri-Par property, Parcel No. 59281109810) for the purpose of adding to the adjacent City of Sheboygan owned development sites.

WHEREAS, the property is the former Tri-Par property and is currently vacant land;

WHEREAS, as part of the Harbor Centre Master Plan and the upcoming Business Improvement District Master Plan, this area is identified as a critical connection area between the South Pier/Riverfront District and the Downtown District;

WHEREAS, the City of Sheboygan has received an accepted offer in the amount of \$35,000 plus payment of 2013 taxes (\$1,483.22) to be reimbursed to seller at closing;

RESOLVED, that the Common Council authorizes the Mayor and City Clerk to sign all appropriate conveyance documents for 730 S. 8th Street (Parcel No. 59281109810) to purchase the property.

BE IT FURTHER RESOLVED, that the Finance Director/Treasurer is hereby authorized to draw on Account Number 10161100-611100, 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

WB-13 VACANT LAND OFFER TO PURCHASE

ATTORNEY

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ _____ ~~(DATE)~~ IS (AGENT OF BUYER)

2 ~~(AGENT OF SELLER/ LISTING BROKER) (AGENT OF BUYER AND SELLER) (STRIKE THOSE NOT APPLICABLE)~~

3 **GENERAL PROVISIONS** The Buyer, _____ City of Sheboygan, Wisconsin

4 _____, offers to purchase the Property

5 known as [Street Address] former Tri-Par site on South 8th Street (Tax Parcel No. 59281109810)

6 in the City _____ of Sheboygan _____ County of Sheboygan _____ Wisconsin (insert

7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: Thirty-five Thousand and 00/100 _____

9 _____ Dollars (\$ 35,000.00 ~~_____~~ 1500).

10 ~~skd~~ ■ EARNEST MONEY of \$ 1500 accompanies this Offer and earnest money of \$ _____

11 ~~skd~~ will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or

12 _____

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the

15 date of this Offer not excluded at lines 18-19, and the following additional items: None.

16 _____

17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: None.

19 _____

20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented

21 and will continue to be owned by the lessor.

22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are

23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

24 ■ ZONING: Seller represents that the Property is zoned: _____

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

26 copies of the Offer.

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines

28 running from acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on

30 or before January 13, 2014 _____ Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.

32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS

34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"

35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and

37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if

39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Steve Crall, 100 East Green Bay Avenue, Saukville, WI 53080

41 Buyer's recipient for delivery (optional): Stephen G. McLean, City Atty., 828 Center Ave., Suite 304, Sheboygan, WI 53081-4442

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

43 Seller: _____ Buyer: _____

44 (3) **Commercial Delivery:** depositing the document or written notice ~~fee~~ prepaid or charged to an account with a

45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for

46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,

48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: 100 East Green Bay Avenue, Saukville, WI 53080

50 Delivery address for Buyer: 828 Center Ave., Suite 304, Sheboygan, WI 53081-4442

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line

52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for

53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically

54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): _____

56 E-Mail address for Buyer (optional): _____

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller

58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

69 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than February 13, 2014
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 ~~real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association~~
74 ~~assessments, fuel and _____~~
75 none

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

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

78 ~~Real estate taxes shall be prorated at closing based on (CHECK BOX FOR APPLICABLE PRORATION FORMULA):~~

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

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

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

85 See lines 458-460 below for treatment of 2013 & 2014 real estate taxes

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

90 ~~Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on~~
91 ~~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~~
92 ~~days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall~~
93 ~~re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation~~
94 ~~and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.~~

95 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
96 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
97 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are _____ Seller represents that the property is not leased.

98 _____, insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

99 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
100 federal, state, county, and local conservation, farmland, environmental, or other land use programs; agreements, restrictions,
101 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
102 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
103 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
104 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
105 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
106 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
107 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

108 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
109 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
110 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
111 **Parties agree this provision survives closing.**

112 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
113 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
114 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
115 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
116 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
117 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
118 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
119 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
120 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
121 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
 124 occupied for farming or grazing purposes.

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.dalcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.

145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
 146 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 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,
 153 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
 154 than closing, Seller shall provide Buyer with itemized waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

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

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

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 80)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

185
190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 OR 202.**

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

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

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.

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

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 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
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 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
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 308-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 ~~PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of:~~
307 _____
308 _____

309 ~~Insert proposed use and type and size of building, if applicable, e.g. three bedroom single family home.~~ This optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, ~~within _____ days of acceptance,~~ prior to closing
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
318 ~~is stricken~~) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308
327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE~~
330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and:

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 Also consider the time required to obtain the map when setting the deadline. This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 ~~Upon delivery of Buyer's notice, this Offer shall be null and void.~~

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION:** Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage
369 information if material to Buyer's decision to purchase.

370 **EARNEST MONEY**

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

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

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

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

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

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

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

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) ~~earnest money payment(s)~~; (2) binding acceptance; (3)
 412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
 413 Offer except: None

414 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
 415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
 416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
 423 in this Offer, general taxes levied in the year of closing and None

424 _____

425 _____

426 _____

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

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

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~Buyer's~~ **STRIKE**
 433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
 434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
 435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
 436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
 438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),
 439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
 440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
 441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 443 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
 445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
 446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
 447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 449 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** Seller shall timely pay the 2013 net real estate tax bill, but Buyer shall
 459 be responsible to reimburse Seller for 2013 real estate taxes paid at closing and to be responsible for the 2014 real estate taxes
 460 on the subject property with no proration. Also see rider attached.

461 _____

462 _____

463 _____

464 _____

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

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

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

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

473 (1) sue for specific performance; or

474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

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

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 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
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

527 _____

528 **SEE ATTACHED ADDITIONAL PROVISIONS/CONTINGENCIES.** _____

529 _____

530 _____

531 _____

532 _____

533 _____

534 _____

535 This Offer was drafted by [Licensee and Firm] Stephen G. McLean, City Attorney

536 _____ on December, 2013

537 (x) _____

538 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

539 (x) _____

540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

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

542 _____ Broker (by) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**

544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**

545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) Steven Gall, POA _____ 1/6/14

547 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

548 (x) _____

549 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____

553 Seller Initials ▲ Date ▲ _____ Seller Initials ▲ Date ▲ _____

III

Res. No. _____ - 13 - 14. By Alderperson Hammond. February 17, 2014.

A RESOLUTION approving the policies and procedures related to the new City of Sheboygan Leverage Loan Program.

WHEREAS, the City of Sheboygan has dedicated \$350,000 for the establishment of a new revolving loan program for economic development;

WHEREAS, the program shall provide low-interest loans up to \$50,000 to eligible businesses to further the economic development strategy of the community.

RESOLVED: The Common Council approves the policies and procedures of the new program, authorizes the Finance Department to be the fiscal agent for the program, the Finance Committee to be the reviewing authority and Dept. of Planning and Development to administer the program.

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 Leverage Loan Program

Policies and Procedures

Adopted _____, 2014

SECTION 1 GENERAL:

1.1: The following Loan Program Policies and Procedures (“the Program”) have been approved by the City of Sheboygan Common Council. Any changes or amendments to said Program must be approved by the Council.

1.2: The primary objectives of this Program are to provide funding to business enterprises to aid in business expansion and attraction and leverage other sources of capital.

1.3: This program shall provide funding to projects that increase in tax base in 2-3 years, but not necessarily create new jobs.

1.4: On a specific project, applicants are restricted to applying to this program or the City of Sheboygan Economic Development Loan Program, but not both.

1.5: The Program is a City established/operated revolving loan fund funded in part through local general fund revenues and loan allocations will be provided on a first come-first served basis.

SECTION 2 ELIGIBILITY REQUIREMENTS:

2.1: Only businesses located in the jurisdictional limits of the City of Sheboygan, WI (“the City”) are eligible to apply for Program funds.

2.2: Eligible uses include manufacturing, warehousing, retail and services, residential development of over 10 units, Information Technology, or office expansion.

2.3: Applicants must have been in operation for at least one year and have at least two tax returns.

2.4: Eligible applicants include sole proprietorships, partnerships, Corporations, Subchapter S Corporations, and Limited Liability Companies.

2.5: Fixed productive assets purchased with program funds must be physically located in the City.

SECTION 3: INELIGIBLE TO APPLY:

3.1: Ineligible applicants include business startups, businesses with less than one year of operations, not for profits, governmental, and quasi-governmental entities, & lending institutions.

3.2: If the applicant, its owners and/or principals is in default on any existing payment(s), loan(s) or grant(s) with the City of Sheboygan, it is ineligible to apply.

3.3: If the applicant, its owners and/or principals are delinquent in payment of any real estate or personal property taxes, PILOTS, it is ineligible to apply. This ineligibility also applies to any applicant business located at the site of the aforementioned delinquent(s).

3.4: If the applicant, its owners, and/or principals have filed for corporate or personal bankruptcy in the last five (5) years it is ineligible to apply.

SECTION 4: ELIGIBLE AND INELIGIBLE USE OF PROGRAM FUNDS:

4.1: Eligible use of program funds includes acquisition of real property, new construction, renovation, equipment, furniture, fixtures, working capital for contract fulfillment, or leasehold improvements.

4.2: Ineligible use of program funds includes refinancing existing debt, inventory, and project related costs such as legal, environmental, architectural, and engineering. These items shall be paid using other funds and/or applicant equity.

SECTION 5: PROGRAM LENDING TERMS AND CONDITIONS:

5.1: Minimum and Maximum loan amounts range from \$5,000 to \$50,000.

5.2: Program funds cannot exceed 40% of the Total Project Cost.

5.3: Letter of commitment from Financial Institutions and/or Owners equity contribution for full project costs.

5.4 Loan Terms are as follows: No more than five (5) years if program funds are used for the acquisition of real property or new construction. No more than three (3) years of program funds are used for equipment, furniture, fixtures, working capital for contract fulfillment or leasehold improvements.

5.5: Applicant shall document eventual expansion of tax base within a three year timeframe.

5.6: The loan interest rate shall be 3% above current prime rate.

5.7: All program loans will be repaid by equal monthly payments of principal and interest sufficient to fully amortize the loan over its term. Also, borrowers are allowed to pre-pay the loan in whole or in part without penalty.

5.8: Collateral and Security: In exchange for the program funds, the City of Sheboygan requires a security interest in the assets purchased with its program funds, and any and all additional assets the City believes are necessary to secure its loan.

5.9: The City will also require a security interest in the personal assets of owners and/or principals that have at least 20% ownership of the borrowing entity.

6.0: The City requires a personal guarantee of those who own at least 20% of the borrowing entity.

SECTION 6: RELATED PARTIES AND SUBORDINATION

6.1: The applicant is required to provide equity of at least 20% of the total project cost. The equity cannot be “sweat equity”, nor can it be borrowed funds of any kind such as home equity loans, bank loans, or cash advances on credit cards. Also, the equity cannot be a grant from any of the City’s other programs.

6.2: Besides the aforementioned equity component, other sources of project funding include private sources such as banks, trust companies, credit unions, savings and loans. Public sources of funds include federal and state loan programs.

6.3: The City prefers to be in first position, but may consider a second subordinated position with mandatory personal liquid guarantees by all owners of 20% or more of the business.

SECTION 7: THE APPLICATION PROCESS

8.1: The Department of City Development staff shall administer the program on behalf of the City of Sheboygan. Development staff will entertain loan requests through a completed application process and provide the City Finance Committee a loan report for acceptance. Based on the company, and the personal financial information furnished by the applicant, together with credit checks, staff will evaluate the financial strength of the project, the business and its owners and make a recommendation to the Finance Committee to either approve, modify or decline the loan request.

8.2: The Common Council has provided the Finance Committee with approving authority for the loans. The Committee will meet and discuss the staff’s loan report and recommendation(s), following discussion and review taking necessary action(s).

8.3: The following attachments must be submitted for a complete application:

- a. Two years of most recent Federal Tax Returns
- b. Personal Financial Statements
(required for each owner of the business who owns more than 20%).
- c. Financial Projections with detailed explanation of the proposed project.
(three year projection including balance sheet, profit and loss, and monthly cash flow)
- d. Business Plan
- e. Documentation of 2-3 year tax base expansion as result of the project proceeding forward
- e. \$500 Application Fee, made payable to the City of Sheboygan

8.4: Once approval is received, a loan agreement specifying the use of the loan proceeds, the loan amount, rate, term, payment terms, collateral, security, guarantees and other conditions will be sent to

the applicant. Should the loan request be denied, a decline letter will be sent to the applicant within ten (10) days specifying the reason(s) for the denial.

SECTION 8: THE CLOSING PROCESS

8.1: The City Attorney in collaboration with City staff has the sole responsibility to direct the preparation of all required closing documents based on the loan terms approved by the City Finance Committee. Further, the attorney and staff will make certain that the loan closing is in compliance with all applicable federal, state, and local laws, regulations, and approvals.

8.2: The City Attorney will be responsible for perfecting all of the City's security interests including, where appropriate, the execution of security agreements, the filing of financing statements, the execution and filling of mortgage documents, execution of guarantees, and any other appropriate actions to adequately protect the City's security interests. The lender will include all filing and recording fees in the total loan amount.

SECTION 9: LOAN FUND DISBURSEMENT PROCEDURES

9.1: Should any debt and/or equity be part of the total project funding, said debt and/or equity must be evidenced by documentation such as executed commitment letters, bank statements, and escrow amounts.

9.2: Depending on the use of the funds, loan proceeds may be disbursed in one lump sum or over a number of separate draws.

SECTION 10: LOAN PORTFOLIO MANAGEMENT PROCEDURES

10.1: Repayments are monthly. The City shall charge 12% interest and penalty after maturity date of Note or after event of default.

10.2 Prior to repayment period commencing, the City Finance Department shall issue payment coupons for repayment of the loan.

10.3: Failure to comply with any of the provisions of this loan program may result in default. The following, among other reasons, shall be considered as a default:

- a. Failure to make any payment of interest or principal within 30 days after payment due date;
- b. Defaulting on other loans with private lenders;
- c. Cessation of operations or movement of business from the City;
- d. Sale of business

In the event of default, the City will issue a Notice of Default. Once issued, all sums due and owing the City shall, at the City's option, become immediately due and payable. To avoid foreclosure and any other collective actions, the default must be cured not less than 60 days from the date of the notice.

10.4 Any requests by the borrower to amend or adjust any terms and conditions of the loan will be first reviewed by City Staff and the City Attorney to determine if it merits consideration. If so, said request will proceed as follows:

10.5 Staff will prepare a written narrative of the request with any supporting documentation, and its recommended course of action to the City Finance Committee for its consideration and final decision.

10.6: The Committee's decision will be sent to the borrower in writing within ten (10) calendar days regardless if it is denied, approved with modifications or approved as requested. In the case of approvals, any costs associated with modifications of the loan agreements and security agreements will be paid by the borrower.



City of Sheboygan Leveraged Loan Program Preliminary Application

Amount Requested (Maximum \$50,000)	Purpose: <input type="checkbox"/> Equipment <input type="checkbox"/> Building <input type="checkbox"/> Inventory <input type="checkbox"/> Expansion <input type="checkbox"/> Other: _____ <input type="checkbox"/> Working Capital <input type="checkbox"/> R&D <input type="checkbox"/> Startup <input type="checkbox"/> Acquisition
Other Sources	<i>check all that apply</i> Describe Use(s): _____ _____ _____

ABOUT YOUR BUSINESS

Business contact Person (for any questions related to this application or the communications)				Best Phone: _____	
				Best Email: _____	
Business Exact Legal Name			DBA (if applicable)		
Business Street Address (Cannot be a PO Box)		City	County	State	Zip Code
Mailing Address (if different than above)		City	County	State	Zip Code
Business Email	Business Phone	Business Cell Phone (optional)		State of Registration	
Type of Organization: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Not for Profit <input type="checkbox"/> Trust				Description of Business or Service (Be specific)	
Gross Annual sales as Reported on Last Tax Return	Net Income as Reported on Last Tax Return	Date current ownership began (MM/YYYY)			

OWNER(S) INFORMATION

List all Owners/ Guarantors with at least 20% ownership interest in the company if there are more than five Owners, complete an additional application.

Authorized Owner (First MI, Last)	Social Security Number	Date of Birth	% Ownership	Business Phone
Residential Address	City	State	Zip Code	Business Email
Authorized Owner (First MI, Last)	Social Security Number	Date of Birth	% Ownership	Business Phone
Residential Address	City	State	Zip Code	Business Email
Authorized Owner (First MI, Last)	Social Security Number	Date of Birth	% Ownership	Business Phone
Residential Address	City	State	Zip Code	Business Email
Authorized Owner (First MI, Last)	Social Security Number	Date of Birth	% Ownership	Business Phone
Residential Address	City	State	Zip Code	Business Email

Authorized Owner (First MI, Last)	Social Security Number	Date of Birth	% Ownership	Business Phone
Residential Address	City	State	Zip Code	Business Email

AGREEMENT AND PERSONAL GUARANTEE

By Signing this Application, each of the undersigned Business Owners, individually and on behalf of the Business ("Signer"), request the indicated services or credit products from the City of Sheboygan. Each Signer is authorized to sign on behalf of the Business and will provide business resolutions to the City upon Request. Each signer has read and agrees to all applicable provisions of this Application, including the personal guaranty, and understands that this Application may be approved or denied. By signing below, each Signer authorizes the City to (1) obtain credit records and other credit and employment information about the Signers personally and the Business (now and in the future), including from state and federal tax authorities, for deciding whether to approve the requested credit and for later periodic account review and collection purposes, and (2) furnish information about the Business and the Guarantors to credit bureaus, other Signers and other persons who claim to be authorized by the Business or the guarantors, to receive such information. The Business and each Signer guaranty that all information above is correct and agree to notify the City of Sheboygan if any information changes. All loans shall be used for business purposes only.

By signing below, each Signer agrees to be personally responsible for any credit granted pursuant to this Application. This Application constitutes a Guaranty under which each individual signing is a Guarantor, and individually guarantees the payment of all present and future obligations of the Business to the City of Sheboygan.

Signature of Business Owner & Guarantor	Printed Name	Title	Date
Signature of Business Owner & Guarantor	Printed Name	Title	Date
Signature of Business Owner & Guarantor	Printed Name	Title	Date
Signature of Business Owner & Guarantor	Printed Name	Title	Date
Signature of Business Owner & Guarantor	Printed Name	Title	Date

I acknowledge being informed that the City of Sheboygan will, upon request by a member of the public or in the course of reporting its activities to the public, disclose the names of firms receiving City of Sheboygan loans, the amount of the City of Sheboygan loans, federal programs used, if any, and the development impact of City of Sheboygan loans (jobs created, tax base impact, and total project investment). I have been assured by the City of Sheboygan, and I understand, that other financial information provided in connection with this application or with a loan from the City of Sheboygan, if one is made (includeing, but not necessarily limited to, business and personal financial statements, business operating statements, data on historical and projected future sales or other aspects of business performance, and business plans), will, to the extent permissible by law, be treated as confidential. This will confirm that I have relied upon such assurance by providing financial information to the City of Sheboygan, and that, but for such assurances, such information would not be provided.

I certify that the information contained in this application is, to the best of my knowledge, true, complete, and correct.

Signature _____ Date _____

Name (Printed) _____ Title _____

VII

R. C. No. _____ - 13 - 14. By LAW AND LICENSING. February 17, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 219-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; that Beverage Operator's License #0262 be denied based upon his failure to accurately reveal all convictions on his application, his record of violations related to the licensed activity and his failure to cooperate with the Committee.

_____ 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

VIII

R. C. No. _____ - 13 - 14. By SALARIES AND GRIEVANCES. February 17, 2014.

Your Committee to whom was referred Res. No. 132-13-14 by Alderperson Donohue adopting the revised City of Sheboygan Compensation Program for Non-Represented Employees; recommends that the Resolution be passed with the revisions to the Compensation Plan (page 22).

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

4.2

Res. No. 132 - 13 - 14. By Alderperson Donohue. February 3, 2014.

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

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

Sal & Grew

Michael Donohue

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



CITY OF SHEBOYGAN

COMPENSATION

PROGRAM

FOR

NON-REPRESENTED

EMPLOYEES

Resolution to Amend to Council: February 3, 2014

Agenda Item Salaries & Grievance Committee: February 10, 2014

Approval by City Council: February 17, 2014

(Replaces 2013 Non-Rep Comp Plan adopted by way of Res. 143-12-13, as amended by Res. 8-13-14)

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I. EXECUTIVE SUMMARY

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

A complete salary review took place in 2013 by the Human Resources Director, which incorporated salary comparisons by job expectations for a variety of comparable 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. Since those employees are at top pay, the amount of the lump sum is less than the scale of increases for employees under the top pay.

The 2014 pay scale amounts have remained unchanged from 2013 as the slight variation to market trend increase has not substantially affected the scale.

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 (using the prescribed forms and process) 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 rate which is halfway between the range minimum and maximum in a pay grade. This rate approximates the salary rate that is competitive with the external labor market for both municipal and private industries for a fully qualified employee performing the full range of position responsibilities in a satisfactory manner.

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.

The salaried exempt and non-exempt range spread shall be 20% plus or minus the midpoint as determined by the salary survey. The DPW Labor Workforce salary is a range based on market average, not a 20% plus or minus midpoint. See attached Exhibit#7, 2014 Non-Rep Pay Scale.

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

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

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

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

X. EXTERNAL RELATIONSHIP

A. POLICY

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

B. SALARY SURVEYS

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

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

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

C. COMPOSITION OF THE MARKET

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

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

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

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

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

D. MARKET ANALYSIS PROCESS

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

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

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

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

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

XI. ASSIGNMENT OF POSITIONS TO SALARY GRADES

A. POLICY

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

B. PROCESS

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

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

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

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

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

XII. WAGE AND SALARY GUIDELINES

A. POLICY

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

B. GUIDELINES

1. Salary Offers to New Employees

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

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

The following guidelines shall apply to these situations:

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

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

2. Salary upon Promotion

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

3. Salary upon Demotion

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

4. Salary upon Transfer

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

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

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

6. Equity Adjustments (This section replaces Compression Adjustments)

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

7. Part-Time Employment

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

XIII. COMPENSATION ADMINISTRATION

A. POLICY ON SALARY INCREASES

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

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

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

Employees are encouraged at all times to work to the best of their abilities, to find ways to eliminate unnecessary work, and to discuss with their supervisor how tasks can be better performed. The result of employee contribution is a more productive City government -- a City

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

B. PERFORMANCE EVALUATION

The City of Sheboygan recognizes the importance of recognizing an employee's efforts and follows a merit increase program where an employee's pay is affected by their performance. The City Council approved a 2.5% increase to budget for payroll (see 2014 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 2.5% 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 2014 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 are not automatic; nor does an employee acquire any right to an increase because of length of service or time in a job. Merit adjustments are based upon his/her supervisor's appraisal of the employee's performance in relation to established performance standards and goals. A merit adjustment should reflect a performance level that has been consistently demonstrated over a meaningful period of time, typically 12 months. If merit adjustments are awarded to the employee based on their performance, any pay increase will be issued on the first payroll following their employment anniversary.

1. Establishment of the Merit Increase Budget

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

2. Merit Increase Amount

Once the budget has been approved, it is up to each supervisor and/or department head to approve the amount granted to the employee. The City establishes the percentage guidelines in the merit adjustment on an annual basis and the amounts, therefore, are subject to change. The amount identified in 2014 is 2.5%.

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, whereas in the past, the merit adjustment was applied to the midpoint of an employee's current grade which resulted in employees often never reaching the fair market rate for the position because the midpoint was adjusted at the same percent as the merit adjustment. 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 the performance appraisal process (Exhibit #1) and appropriate form (Exhibit #3). In addition, the employee will be provided a feedback opportunity by completing an Employee Questionnaire Form (Exhibit #2).

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 2014

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 City and ensure that the employees of the City are achieving their own personal development goals.

- Step 1: Department leaders need to identify current and future needs within their department and provide goals for employees to accomplish those needs. Employee goals may be listed on either a "Goals Template" or the second page of the Performance Evaluation Form 2014.
- Step 2: Prior to the review date, manager should provide employee with an Employee Questionnaire Form, which should be completed by the employee and returned to the supervisor prior to the performance evaluation.
- Step 3: Complete the Performance Evaluation. Supervisor need to evaluate the performance of the employee using 4 general categories to describe the employee's 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 in the majority of competencies and can demonstrate how this was accomplished.

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.

NEEDS DEVELOPMENT / IMPROVEMENT

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

UNACCEPTABLE PERFORMANCE

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

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

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

Exhibit #2
Employee Questionnaire Form



Performance Evaluation Process
Employee Self Evaluation Questionnaire

Name _____ Date _____
Print

Position _____ Evaluation Period _____

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

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

Exhibit #3 Performance Evaluation Form



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/re-doing of assignments.	Needs improvement. Higher than normal amount of rework.	Successfully Achieved. Gold 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.	Achieved 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 dissension 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 assignments 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 position 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
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introduced Jan 2013

Exhibit #4

Goals Template

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

Communications Review / Feedback Opportunity		
<i>(This section must be completed and signed by the employee)</i>		
1. Goals for the next year (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 HHS : 2014 YEARLY REVIEW			
DATE:	EMPLOYEE:	TITLE:	2014
Measurable Goals, Objectives and Results			
Goal:			CAREER
Timeframe:	Steps:		
Questions:			
Goal:			CROSS TRAINING
Timeframe:	Steps:		
Questions:			
Goal:			SOFTWARE
Timeframe:	Steps:		
Questions:			
Goal:			DUTY
Timeframe:	Steps:		
Questions:			



MERIT / INCENTIVE AWARD SCHEDULE 2014

*Employees have the opportunity to increase their pay through positive work performance or "merit".
There are two portions to the merit program: Overall work performance and Incentive / Goals achievement.*

Merit Award for Performance

Employees who report to work every day, are dependable, complete their jobs as needed with solid performance throughout the year have "successfully achieved" or even "exceeded" their performance expectations. Merit is awarded to the employee who achieved or exceeded that which is asked of her/him. Those who underperform will not receive a merit increase.

Merit Award Schedule

<u>Overall Performance Level</u>	<u>Incentive Amount*</u>	
Unacceptable	0.00% increase	Salary <u>below top pay</u> : Increase is <u>added to base</u>
Below Acceptable	0.00% increase	
Successfully Achieved	1.75% increase	Salary <u>at or above top pay</u> : Increase is a <u>one-time lump</u>
Exceeds	2.00% increase	

Incentive Award

Employees who accomplished their pre-established goals, projects or other assignments added to their expectations throughout the year are also qualified to receive an additional award.

Incentive Award Schedule

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

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

Exhibit #6

CONFIDENTIAL

NOTICE OF EVALUATION/APPEAL

TO: Human Resources Department - Salaries & Grievance Committee

FROM: _____
Employee

Position

DATE: _____

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

I understand that my performance rating is _____ and I qualify for an increase of _____ percent of my current salary. I would like to discuss my opinion about this rating and merit plan with the committee. 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 hereby request a further merit adjustment review by the Salaries and Grievances Committee.

Signature of Employee

Date

cc: Department Head

01/2014

Exhibit #7
2014 Non-Rep Pay Scale

Non-Represented Exempt & Non-Exempt Salary Grade Ranges					
2014 Hourly Pay and Annual Base Salary					
Grade	Q1	Q2	Q3	Q4	
	Minimum	Below Midpt	Midpoint	Above Midpt	Maximum
1	11.46	12.89	14.32	15.75	17.18
	23,828.48	26,807.04	29,785.60	32,764.16	35,742.72
2	13.12	14.76	16.40	18.04	19.68
	27,289.60	30,700.80	34,112.00	37,523.20	40,934.40
3	15.57	17.51	19.46	21.41	23.35
	32,381.44	36,429.12	40,476.80	44,524.48	48,572.16
4	16.93	19.04	21.16	23.28	25.39
	35,210.24	39,611.52	44,012.80	48,414.08	52,815.36
5	18.34	20.63	22.92	25.21	27.50
	38,138.88	42,906.24	47,673.60	52,440.96	57,208.32
6	19.74	22.20	24.67	27.14	29.60
	41,050.88	46,182.24	51,313.60	56,444.96	61,576.32
7	21.14	23.78	26.42	29.06	31.70
	43,962.88	49,458.24	54,953.60	60,448.96	65,944.32
8	21.99	24.74	27.49	30.24	32.99
	45,743.36	51,461.28	57,179.20	62,897.12	68,615.04
9	26.37	29.66	32.96	36.26	39.55
	54,845.44	61,701.12	68,556.80	75,412.48	82,268.16
10	28.45	32.00	35.56	39.12	42.67
	59,171.84	66,568.32	73,964.80	81,361.28	88,757.76
11	31.65	35.60	39.56	43.52	47.47
	65,827.84	74,056.32	82,284.80	90,513.28	98,741.76
12	34.85	39.20	43.56	47.92	52.27
	72,483.84	81,544.32	90,604.80	99,665.28	108,725.76
13	38.05	42.80	47.56	52.32	57.07
	79,139.84	89,032.32	98,924.80	108,817.28	118,709.76
14	41.30	46.47	51.63	56.79	61.96
	85,912.32	96,651.36	107,390.40	118,129.44	128,868.48
15	43.77	49.24	54.71	60.18	65.65
	91,037.44	102,417.12	113,796.80	125,176.48	136,556.16
16	46.27	52.06	57.84	63.62	69.41
	96,245.76	108,276.48	120,307.20	132,337.92	144,368.64
DPW Labor Workforce					
2014 Hourly Pay and Annual Base Salary					
Job Class	Q1	Q2	Q3	Q4	
	Minimum	Below Midpoint	Midpoint	Above Midpoint	Maximum
1	17.00	17.83	18.66	19.49	20.32
	35,360.00	37,086.40	38,812.80	40,539.20	42,265.60
2	19.00	19.93	20.86	21.79	22.71
	39,520.00	41,454.40	43,388.80	45,312.80	47,236.80
3	21.00	22.03	23.05	24.08	25.10
	43,680.00	45,812.00	47,944.00	50,076.00	52,208.00
4	23.00	24.13	25.25	26.37	27.49
	47,840.00	50,180.00	52,520.00	54,849.60	57,179.20

REVISIONS LOG

REVISION YEAR	DATE INTRODUCED TO SAL & GRIEV	MODIFICATION TO PRIOR NON-REP COMP PLAN	GENERAL ORDINANCE / RESOLUTION / OR OTHER REF DOCUMENT
2014	01-22-2014	<ol style="list-style-type: none"> 1) Modified the merit and incentive adjustment amounts to accommodate the 2014 budgeted increase amount to payroll of 2.5% overall 2) Updated Exec Summary, listed all department head titles (adding changes from 2013 re: appointed and at-will department heads), loosened the evaluation form statement, allowing for a switch to electronic/MUNIS based evaluation process if needed 3) Updated XIII, C, 4 to state that inactive employees out on leave will received increase upon return to active status 4) Miscellaneous date and/or title changes, replacing 2013 with 2014 5) Removed 6-month "evaluation" period as it is obsolete 6) 2014 Wage Scale ranges were NOT modified from 2013, just the date of the salary range was revised. 	<p>Resolution 132-13-14 R.C. _____-13-14</p>

IV

R. C. No. _____ - 13 - 14. By SALARIES AND GRIEVANCES. February 17, 2014.

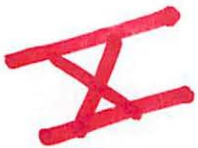
Submitting a document amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add and delete various positions in the Police Department's Table of Organization; recommends that the attached Ordinance be passed. (First reading).

_____ 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



Gen. Ord. No. - 13 - 14. By Alderpersons Donohue, Hammond and
Dassler. February 17, 2014.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add and delete various positions in the Police Department's Table of Organization.

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

Section 1. Section 29-75 of the 1975 Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section D.1. are amended as follows:

Class Title	Class Grade	NO. of Employees
Delete:		
D. Police Department		
1. Records Specialist Clerk	3	6
Add:		
D. Police Department		
1. Records Specialist Clerk	3	5
2. Crime Analyst	5	1

Section 2. The new job description for the Crime Analyst is attached, and copies of which shall be on file in the offices of the City Clerk, Human Resources Department, and City Finance .

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 revised job description 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

CITY OF SHEBOYGAN

CRIME ANALYST Grade 5

Reports to:	Administrative Assistant/Officer Supvr	Department:	Police
Classification:	Non-Exempt	Division:	Non Rep
Date:	2/10/2014	Approved:	S & G

Nature of Work:

To collect, collate, analyze, disseminate, and evaluate crime data to discover developing trends, patterns, and changes in criminal activity, using mapping and other analytical software. Also serves in an advisory capacity to the organization by providing professional analysis and, as a result, suggests appropriate responses to crime, disorder and department deficiencies. The Crime Analyst reports to the Administrative Assistant/Office Supervisor and receives strategic direction from the Chief of Police.

Typical Duties: (These examples do not list all the duties which may be assigned.)

1. *Develop statistical data resources to assist in proactive and targeted investigations, preventative enforcement and education, identification of theft patterns, trends and criminal organizations, and identification of known and repeat offenders.
2. *Use computer databases, electronic spreadsheets, desktop publishing, word processing, records management system, and statistical applications to manipulate, analyze, and present data.
3. *Study current literature on research methodology and police issues, and make appropriate recommendations for improvements in crime analysis practices.
4. *Work with sworn personnel to streamline processes related to data collection and data retrieval.
5. *Respond to requests from Administration for meetings and briefings.
6. *Interact and communicate with police personnel, other city employees, and the community on crime analysis/research issues; and respond to requests for various information and statistical reports.
7. *Integrate information from databases into reports for dissemination to Command Staff on a bi-weekly basis.
8. *Prepare a variety of reports such as crime information and patrol bulletins, monthly and quarterly activity summaries, department annual reports and specific statistical/research reports as needed.
9. *Conduct statistical and strategic analysis which includes preparing monthly, quarterly, annual, and on-request reports.
10. *Research and analyze complex law enforcement data; identify and interpret criminal activity, patterns, and trends; and forecast trends to aid in staffing and deployment of police personnel, using the current records management system.

11. *Make written and oral presentations, using maps, charts, and graphs, to inform sworn police personnel of emerging or existing crime series, patterns, and trends, as well as suspect and victim profiles.
12. *Collect and organize criminal information from all available resources: Uniform Crime Reporting (UCR) system, field interview reports, intelligence sources, other agencies, media, crime bulletins, review of crime reports and supplements, informational surveys, and retrieval of crime information in order to study and analyze past and existing series, patterns, and trends.
13. *Conduct tactical crime analysis; identifying current crime series and hot spots; prepare tactical action plans.
14. *Identify crime patterns for commonalities and offender localities for investigative purposes.
15. *Identify city-wide spatial and temporal crime patterns and trends.
16. Determine any assistance that could be provided to sworn personnel assigned to an incident – including offender, victim and MO pattern research (maintaining records management system databases).
17. Measure and forecast long-term public safety activity related to problem solving, intervention, and crime reduction efforts.
18. *Train department members on access to and analysis of data.
19. *Maintain the Sheboygan Police Department website.
20. *Prepare monthly Uniform Crime Report (UCR) and reviews all investigation reports and arrest records to assure accuracy and completeness.
21. *Maintain NIXLE website and notifications.
22. *Actively participate and monitor social media sites on behalf of the Department.

***Essential Functions**

Minimum Qualifications:

1. Bachelor's Degree in Geography, Public Policy, Public Administration, Criminal Justice or related field concentrating on statistics and research methods.
2. Experience with the use of statistical computer programs, GIS software, computer databases, spreadsheets, and Microsoft Office.
3. Ability to collect, analyze and interpret data and statistics using quantitative and qualitative methodology.
4. Ability to prepare and present statistical reports.
5. Ability to effectively participate in team efforts to improve/develop departmental programs and services.
6. Ability to exercise judgment and discretion in completing assigned tasks.

7. Ability to communicate orally and in writing to effectively prepare and present findings to Command Staff and other local, state and federal law enforcement officials.
8. Knowledge and experience with computer systems in conducting research, analyzing data, and presenting and communicating findings.
9. Mathematical aptitude, functional reasoning, and interpersonal skills.
10. Exhibit sound and accurate judgment by supporting and explaining decisions, conclusions and predictions.
11. Exhibit objectivity and openness to others' views and efforts.
12. Initiative, independent action, and tact under pressure.



4.1

Res. No. 131 - 13 - 14. By Alderpersons Carlson, Belanger and Dassler. February 3, 2014

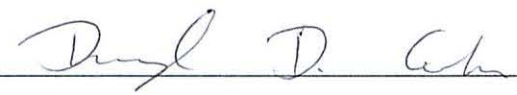
A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

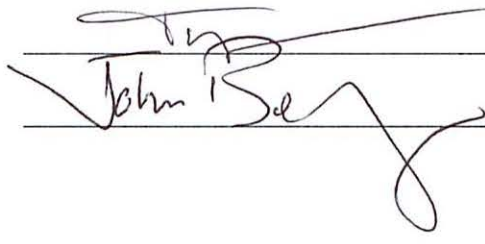
RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for purchase of land on New Jersey Ave.:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Unreserved Fund Balance 101-253000	General Fund Land acquisition 10161100-611100	\$40,000

Lies over





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

COMMON COUNCIL

Official Proceedings of the 2013-2014 Common Council of the City of Sheboygan.

TWENTY-SECOND REGULAR MEETING

The Council met: Wednesday, February 19, 2014.

Mayor Mike Vandersteen in the Chair:

On call of the roll, the following Alderpersons were present:

Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey - 14.

Absent and Excused: Bohren, Van Akkeren - 2.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Twenty-First Regular Meeting held February 3, 2014, was approved as entered on the record, on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey - 14.

Nays: None.

COUNCIL APPOINTMENTS

February 19, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Rebecca Clarke to be considered for appointment to the Sustainable Sheboygan Task Force to fill the unexpired term of Vickie Hall (Representative from Environmental Group) whose term expires on 4/28/14.

Mayor Michael Vandersteen

Lies over under the rules.

PROCLAMATION

Ellen Dreczka of Women Heart – The American Heart Association’s “Women’s Heart Health Month”.

PUBLIC FORUM

Collin Kachel, 321 Bluff Ave. spoke.

MAYOR’S ANNOUNCEMENTS

On motion by Alderperson Hammond and second by Alderperson Carlson, the following documents notated with an asterick (*) were accepted and placed on file, accepted and adopted, or passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey - 14.

Nays: None.

COMMUNICATIONS AND PETITIONS

Com. No. 23 - 13 - 14. February 19, 2014.

Submitting a communication from Alderperson Lewandoske requesting that life rings be installed on the pier in the hope that it can save lives of people in the water near the piers.

Was referred to the City/County Shared Services.

REPORTS OF OFFICERS

***R. O. No. 265 - 13 - 14. By CITY CLERK. February 19, 2014.**

Submitting various license applications.

TEMPORARY CLASS “B” BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2184	Lutheran High Crusader Club	3323 University Dr. – one-day event to be Held 4/12/214 to include the school gymnasium.
3031	Military Heritage Museum	824 S. 8 th St. – one-day events to be held 2/26/14 & 2/28/14 to include the auditorium area only.
2380	Sheboygan County Motorcycle	2601 N. 15 th St. – one-day event to be held 2/23/14 at Jakum’s Hall to include parking lots south and east of the building.

COMMERCIAL OPERATOR'S LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3042	Evergreen Lawn & Land LLC	412 Broadway St., Sheb. Falls
1721	Larry Sommersberger	3904 High Cliff Ct.

SECONDHAND ARTICLE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2906	Gaming Generations	1122 N. 8 th St.

***R. O. No. 266 - 13 - 14. By CITY PLAN COMMISSION. February 19, 2014.**

Your Commission to whom was referred R.O. No. 253-13-14 by the City Clerk submitting a communication from Pat Fale requesting a 15' wide driveway easement so that he may purchase 2 parcels of land to build 2 homes; wishes to report this matter was discussed at the regular meeting of the City Plan Commission February 11, 2014, and after due consideration, recommends the R. O. be filed.

***R. O. No. 267 - 13 - 14. By CITY PLAN COMMISSION. February 19, 2014.**

Your Commission to whom was referred R. C. No. 305-13-14 by Finance recommending referring document submitting a communication from Meals on Wheels asking to purchase the piece of land immediately north of the property they purchased last year; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, February 11, 2014, and after due consideration, recommends approval.

***R. O. No. 268 - 13 - 14. By CITY ATTORNEY. February 19, 2014.**

Submitting, as a matter of record, the fully executed and recorded Warranty Deed from SS. Cyril and Methodius Congregation of Sheboygan, Wisconsin to the City of Sheboygan, and the fully executed and recorded Access Easement Agreement & Encroachment Agreement, both executed in accordance with Res. No. 111-13-14 authorizing the purchase of 812 New Jersey Avenue.

R. O. No. 269 - 13 - 14. By CITY CLERK. February 19, 2014.

Submitting a claim from Appraisal Compliance Review, Inc./Lenders Audit, LLC, for alleged damages to their building at 815 New York Ave. when a sidewalk snow plow hit their building.
Was referred to the Committee on Finance.

R. O. No. 270 - 13 - 14. By CITY CLERK. February 19, 2014.

Submitting a claim from Delia Valadez for alleged injuries when she slipped and fell between the street and a home sidewalk.
Was referred to the Committee on Finance.

R. O. No. 271 - 13 - 14. By CITY CLERK. February 19, 2014.

Submitting various license applications for the period ending June 30, 2014 and June 30, 2015.
Was referred to the Committee on Law and Licensing.

R. O. No. 272 - 13 - 14. By DIRECTOR OF PUBLIC WORKS. February 19, 2014.

Submitting a communication from the Director of Public Works requesting the use of the City's free days to hold the Wisconsin Chapter American Public Works Association Spring Conference in Sheboygan at Blue Harbor Resort on May 13, 14, 15, 2015.
Was referred to the Committee on Finance.

**R. O. No. 273 - 13 - 14. By BOARD OF ELECTRICAL EXAMINERS. February 19, 2014.
WAS WITHDRAWN.**

R. O. No. 274 - 13 - 14. By CITY CLERK. February 19, 2014.

Submitting a communication from the State of Wisconsin Department of Corrections stating that Matthew Lueck is hoping to reside at the Tee Box upon his release from incarceration. Chaplain Cawthon plans to be present at the meeting on Mr. Lueck's behalf. The Department is simply supplying the paperwork that Mr. Lueck himself filled out. The Department is in agreement with allowing him to stay at this particular residence to assist with his transition into the community. Mr. Lueck is slated to be released from prison on 5/13/14.
Was referred to the Committee on Public Protection and Safety.

R. O. No. 275 - 13 - 14. By CITY CLERK. February 19, 2014.

February 19, 2014

Submitting a communication from Dwayne M. Davis requesting a waiver from the Sex Offender Residency restrictions in order to live at Ember Apartments, 3615 S. Business Dr., Apt. #7.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 276 - 13 - 14. By CITY CLERK. February 19, 2014.

Submitting a communication from Nathan Manning requesting a waiver to the Sex Offender Residency restrictions in order to live at 4403 Primrose Ct., Apt. M103.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 277 - 13 - 14. By CITY CLERK. February 19, 2014.

Submitting a communication from Benjamin Baumann requesting a waiver to the Sex Offender Residency restrictions in order to live at 619 N. 8th St. #1 or 1021 N. 8th St. #7.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 278 - 13 - 14. By CITY CLERK. February 19, 2014.

Submitting a communication from Jason Vandermus requesting a waiver to the Sex Offender Residency restrictions in order to live at 1316 Jefferson Ave.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 279 - 13 - 14. By CITY CLERK. February 19, 2014.

Submitting a communication from Alderperson Belanger on behalf of his constituent Michael Thomas regarding issues he is having with parking near his home near North High School.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 280 - 13 - 14. By BOARD OF MARINA, PARKS AND FORESTRY COMMISSION. February 19, 2014.

The Board of Marina, Parks & Forestry Commission met and discussed R. O. No. 212-13-14 regarding naming of the new Interurban Trail recently constructed with Non-Motorized Transportation Pilot Program funding and City/County funding from Pennsylvania Ave. to Martin Ave. The Commission recommends to the Public Works Committee that the trail be called "Sheboygan Trail".

Was referred to the Committee on Public Works.

R. O. No. 281 - 13 - 14. By DIRECTOR OF PLANNING AND DEVELOPMENT. February 19, 2014.

Submitting a communication from Henry Jung and Deb Beyer on behalf of the Sheboygan River Valley Conservancy and their request to discuss and work toward protecting the former Schuchardt property as a conservancy to benefit our quality of life and local environment in Sheboygan.

Was referred to the Strategic Fiscal Planning Commission.

RESOLUTIONS INTRODUCED

Res. No. 134 - 13 - 14. By Alderperson Hammond. February 19, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for purchase scheduling software for Shoreline Metro Connection:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Transit Fund State Grant 65193000-434211	Transit Fund Software 65193000-642200	\$64,000
Transit Fund Unreserved Retained Earnings 651-272000		\$16,000

A motion by Alderperson Hammond and second by Alderperson Carlson to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey - 14.

Nays: None.

Res. No. 135 - 13 - 14. By Alderperson Carlson. February 19, 2014.

February 19, 2014

A RESOLUTION authorizing the Purchasing Agent to enter into contract for scheduling software for Sheboygan Metro connection;

WHEREAS, the software will allow Shoreline Metro to schedule routes utilizing maps and navigation in all units, and;

WHEREAS, Shoreline Metro currently does not have the ability to schedule routes in an efficient manner, and;

WHEREAS, Shoreline Metro secured a grant from the State of Wisconsin for 80% of the purchase, and;

WHEREAS, Ecolane is the supplier of the software and as such is able to waive the requirement for competitive bidding.

RESOLVED: That the Purchasing Agent is hereby authorized and directed to enter into contract with Ecolane for the purchase of software for the proposed sum of \$80,000.

BE IT FURTHER RESOLVED: That the proper City Officials are hereby authorized and directed to draw orders on the Shoreline Metro Account No 65193000-642200 in the amount of \$80,000.

A motion by Alderperson Hammond and second by Alderperson Carlson to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey - 14.

Nays: None.

Res. No. 136 - 13 - 14. By Alderperson Hammond. February 19, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for purchase of land in the Industrial Park:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Industrial Park Fund	Industrial Park Fund	
Unreserved Fund Balance	Land acquisition	
407-253000	40761100-611100	\$190,000

A motion by Alderperson Hammond and second by Alderperson Carlson to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey - 14.

Nays: None.

Res. No. 137 - 13 - 14. By Alderperson Hammond. February 19, 2014.

A RESOLUTION authorizing the Mayor's International Committee to enter into contracts as necessary to stage the performance of the UW Badger Band at the Stefanie Weill Center on April 14, 2014.

RESOLVED: That the Mayor, on behalf of the Mayor's International Committee, is hereby authorized to enter into contracts as necessary to stage the performance of the UW Badger Band at the Stefanie H. Weill Center for the Performing Arts on April 14, 2014.

A motion by Alderperson Hammond and second by Alderperson Carlson to suspend the rules of the Common Council was passed by unanimous consent.

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey - 14.

Nays: None.

Res. No. 139 - 13 - 14. By Alderperson Hammond. February 19, 2014.

A RESOLUTION authorizing the purchase of 730 S. 8th Street (Former Tri-Par property, Parcel No. 59281109810) for the purpose of adding to the adjacent City of Sheboygan owned development sites.

Was referred to the City Plan Commission.

Res. No. 140 - 13 - 14. By Alderperson Hammond. February 19, 2014.

A RESOLUTION approving the policies and procedures related to the new City of Sheboygan Leverage Loan Program.

Was referred to the Committee on Finance.

Res. No. 141 - 13 - 14. By Alderperson Hammond. February 19, 2014.

A RESOLUTION consenting to the assignment of the tenant's interest in the Operating Lease with respect to the Blue Harbor Convention Center Improvements.

Was referred to the Committee on Finance.

REPORTS OF COMMITTEES

***R. C. No. 306 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. February 19, 2014.**

Your Committee to whom was referred Com. No. 21-13-14 from Jean Baumann stating her concerns regarding an alleged sex offender living next to a day care; recommends that the document be placed on file.

***R. C. No. 307 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. February 19, 2014.**

Your Committee to whom was referred Com. No. 22-13-14 from Jodi VanderWeele regarding concerns with the parking restrictions on N. 8th St. between the previous Noah's Ark and the corner of N. 8th St. and Bluff Ave.; recommends that the document be accepted and placed on file and to have staff draft and ordinance to change the one hour parking to two hour parking and have Lakeshore Community Health negotiate something with the owner of the parking lot.

***R. C. No. 308 - 13 - 14. By LAW AND LICENSING. February 19, 2014.**

Your Committee to whom was referred to R. O. No. 219-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; that the following license be granted:

FERMENTED MALT BEVERAGE LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3034	Marcus Cinemas	3226 Kohler Memorial Dr.

R. C. No. 309 - 13 - 14. By LAW AND LICENSING. February 19, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 219-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; that Beverage Operator's License #0262 be denied based upon his failure to accurately reveal all convictions on his application, his record of violations related to the licensed activity and his failure to cooperate with the Committee.

On motion by Alderperson VanderWeele and second by Alderperson Matichek, the Report of Committee was accepted and adopted, was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey - 14.

Nays: None.

R. C. No. 310 - 13 - 14. By SALARIES AND GRIEVANCES. February 19, 2014.

Your Committee to whom was referred Res. No. 132-13-14 by Alderperson Donohue adopting the revised City of Sheboygan Compensation Program for Non-Represented Employees; recommends that the Resolution be passed with the revisions to the Compensation Plan (page 22).

Was accepted and adopted.

***R. C. No. 311 - 13 - 14. By LAW AND LICENSING. February 19, 2014.**

Your Committee to whom was referred to R. O. No. 240-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; that the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>
*0269	Schmidt, Rocky R.

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

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
*0263	Baltazar, Irma P.

***application was withdrawn**

*0264	Tyler, Natasha S.
-------	-------------------

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

***R. C. No. 312 - 13 - 14. By PUBLIC PROTECTION AND SAFETY. February 19, 2014.**

Your Committee to whom was referred the following:

1. R. O. No. 260-13-14 by the Chief of Police submitting his quarterly report showing activities of the department for the period of October 1, 2013 and ending December 31, 2013; and
2. R. O. No. 261-13-14 by the Chief of Police submitting his yearly report for the period of January 1, 2013 and ending December 31, 2013;

recommends that the documents be accepted and placed on file.

R. C. No. 313 - 13 - 14. By SALARIES AND GRIEVANCES. February 19, 2014.

Submitting a document amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add and delete various positions in the Police Department's Table of Organization; recommends that the attached Ordinance be passed. (First reading).

Lies over under the rules.

***R. C. No. 314 - 13 - 14. By LAW AND LICENSING. February 19, 2014.**

Your Committee to whom was referred, pursuant to R. O. No. 258-13-14 by the City Clerk, submitting license application for the period ending June 30, 2014 and June 30, 2015; that the following licenses be granted:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2943	Superior Bar & Grill	2607 Superior Ave. – one-day events to be held 3/1/14 & 6/14/14 to include current premise and the parking lot on the north side of the building.

"CLASS B" LIQUOR LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3041	Game Room Pub, The	911 Indiana Ave.
3040	Judy's Place	840 Wilson Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2015)

<u>No.</u>	<u>Name</u>
0294	Carle, Russell S.
6243	Clevenger, Melissa K.
0285	Czarneski, Franklyn
0291	Diener, Brian L.
0293	Dodge, Evelyn V.
0288	Gurung, Laxman
0287	Hefter, Cody R.
0279	Lee, Pa Kou
9260	Lorge, Becky A.
0290	Meyer, Christopher S.
*0289	Moeller, Robert J.

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

0286	Moua, Chantanni
0292	Reetz, Sherri L.
9524	Strysick, Jeremigh R.
0280	Tetschlag, Kendra R.
0281	Tovar, Yvette

TAXICAB OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
0284	Opgenorth, Kirstin L.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2892	Josie's Place	4027 S. Business Dr.
1717	Sheboygan Memorial Medical	2629 N. 7 th St.

RESOLUTIONS ON SECOND READING

Res. No. 132 - 13 - 14. By Alderperson Donohue. February 3, 2014.

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

February 19, 2014

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.

On motion by Alderperson Donohue and second by Alderperson Hammond, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey - 14.

Nays: None.

ORDINANCES INTRODUCED

Gen. Ord. No. 55 – 13 – 14. By Alderpersons Donohue, Hammond and Dassler. February 19, 2014.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add and delete various positions in the Police Department's Table of Organization.

Lies over under the rules.

MATTERS LAID OVER

Res. No. 131 - 13 - 14. By Alderpersons Carlson, Belanger and Dassler. February 3, 2014

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for purchase of land on New Jersey Ave.:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Unreserved Fund Balance	Land acquisition	
101-253000	10161100-611100	\$40,000

On motion by Alderperson Hammond and second by Alderperson Carlson, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey - 14.

Nays: None.

CONVENE INTO CLOSED SESSION

A MOTION TO CONVENE INTO CLOSED SESSION was made by Alderperson Hammond and second by Alderperson Carlson, under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., for the purpose of deliberating in regards to the contract for use of the Wildwood Softball Complex, where competitive and bargaining reasons require a closed session, passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey - 14.

Nays: None.

RECONVENE INTO OPEN SESSION

A MOTION TO RECONVENE INTO OPEN SESSION was made by Alderperson Hammond and second by Alderperson Carlson, passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey - 14.

Nays: None.

Res. No. 138 - 13 - 14. By Alderperson Heidemann, Belanger, Pentico. February 19, 2014.

A RESOLUTION terminating the existing Agreement between the Sheboygan Softball Association and the City of Sheboygan relating to use of the City's Wildwood Softball Complex.

WHEREAS, the City over the past 3 years has communicated to the SSA the need to change and work with the City on long-term solutions to an unsustainable program. This communication was verbal, face to face meetings, phone conversations, formal letters and written proposed changes in agreements; and

WHEREAS, the SSA has demonstrated a sustained failure to meet the requirement of continuing to contribute monies toward the improvement of City softball facilities, as provided in Paragraph 1 of the Agreement. Specifically, based upon the profit and loss statements received from the SSA in the recent review of the SSA's financial records, the SSA has lost money in four of the last five years, totaling \$114,806.12 in losses, while funding other non-softball specific causes; and

WHEREAS, it has come to the City's attention that the federal tax exemptions for the SSA and the Sheboygan Softball Foundation, Inc. (the "Foundation") were revoked by the IRS for failure to file a form 990-series return or notice for

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three consecutive years. Per the IRS website, the revocation date was May 15, 2011, thus no longer providing the SSA or the Foundation an IRC § 501(c)(3) tax exempt status; and

WHEREAS, the SSA has failed to provide proper management of softball operations as they have in the past: current SSA management lacks fiscal management and discipline to properly control revenues and expenses and appropriately save for capital reinvestment in softball facilities at the Wildwood Softball Complex; and

WHEREAS, over the last three years, the SSA has failed to negotiate in good faith with the City and actively participate in genuine discussion regarding future improvements necessary to provide quality softball facilities for participants and spectators in an effort to avoid having to address necessary issues concerning the Wildwood Softball Complex; and

WHEREAS, the SSA has violated both the letter and spirit of Paragraph 2.b. of the Agreement which provides that the SSA will not knowingly discriminate against any organized softball club or clubs within the City in such a manner as to place upon such club or clubs conditions or costs that are inconsistent with Common Council approved Rules, Regulations and Fee Schedules as would be in effect during the period of softball activities at the Wildwood Athletic Complex. Specifically, when Mid-Lake Softball Organization sought to host a fundraising softball tournament at the end of the 2013 season (September 2013), the SSA attempted to prevent it and used threatening tactics to discourage any team or umpires from participating, including circulating and soliciting a non-compete agreement specifically naming the Mid-Lake Softball Organization; and

WHEREAS, the SSA has violated the "Rules, Regulations & Fee Schedule – Use of Wildwood Athletic Complex" by allowing and receiving payment for use of the Wildwood Athletic Complex for weekend tournaments without following proper procedures set forth in said Rules and Regulations, all in violation of Paragraph 14 of the Agreement; and

WHEREAS, the SSA has failed to cause to be filed with the City proof of insurance, as required by Paragraph 8 of the Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby terminates the existing Agreement between the Sheboygan Softball Association and the City of Sheboygan relating to use of the City's Wildwood Softball Complex, effective the date of this resolution.

On motion by Alderperson Heidemann and second by Alderperson Belanger, the Resolution was passed on call of the roll:

Ayes: Belanger, Carlson, Dassler, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Pentico, Thiel, Vander Weele, Versey – 12.

Nays: Donohue, Matichek – 2.

There being no further business, on motion by Alderperson Hammond and second by Alderperson Carlson, the meeting was then adjourned, on call of the roll:

Ayes: Belanger, Carlson, Dassler, Donohue, Hammond, Heidemann, Hermann, Lessard, Lewandoske, Matichek, Pentico, Thiel, Vander Weele, Versey - 14.

Nays: None.

Mayor

City Clerk