

*****ATTACHMENTS*****

II

R. O. No. - 12 - 13. By CITY CLERK. March 4, 2013.

Submitting various license applications.

Susan Richards
City Clerk

TEMPORARY "CLASS B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2575	Kettle Moraine Corvette Club	South Pier Dr. - one-day event to be held 8/25/13 to be held on the (cul de sac) of South Pier Dr.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
8519	Junker, Daniel R.	4713 Horseleap Ln.

II

1894

III

Res. No. _____ - 12 - 13. By Alderpersons Hammond, Heidemann, Van Akkeren
and Vander Weele. March 4, 2013.

A RESOLUTION establishing the guidelines for departmental submissions
for the 2014 budget.

WHEREAS, the City projects General Fund budget shortfalls in 2014 and
2015, and

WHEREAS, the 2014 budget schedule has been established and the
departmental budgets are to be submitted to the Chief Administrative
Officer by May 2013 for review.

NOW THEREFORE BE IT RESOLVED: That the City of Sheboygan department
heads are to submit 2014 budgets which do not exceed the 2013 budgets, the
Library to reduce budget submittal by 3% of the tax levy and the Police
Department to reduce an additional \$225,868 for the loss of State Grant
Revenue.

BE IT FURTHER RESOLVED: That the department heads will submit 2014
budgets per the adopted budget schedule.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Res. No. _____ - 12 - 13. By Alderperson Kath. March 4, 2013.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for annexed lands located west of Taylor Drive and north of Indiana Ave.

RESOLVED: That the City Clerk is hereby directed to publish the following notice in the official newspaper in accordance with the provisions of §62.23(7)(d) of the Wisconsin Statutes:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 7:00 P.M., April 3, 2013, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to establish a Use District Classification of the following described annexed lands as Class PPUD Pre-Planned Unit Development Classification:

Schuchardt annexation description

Lot 25 except the north 112', and all of lot 26 of the Plat of Greendale Park, and part of the NW ¼ of the SE ¼, part of the SE 1/4, part of the SW 1/4 of the SE ¼, part of the NE ¼ of the SW 1/4, part of the SE ¼ of the SW 1/4, all located in Section 21, Town 15 North, Range 23 East, also part of the NE ¼ of the NE 1/4, and part of the NE ¼ of the NW ¼, all located in Section 28, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the southwest corner of said section 21, thence N.87°50'19"E. along the south line of the SW ¼ of said section 21, 564.90' to the east line of Greendale road, said point being the point of beginning, thence N.00°44'43"E. along said east line 217.70', thence S.89°30'03"E., 757.66' to the west line of the east ½ of the SW ¼ of section 21, thence N.00°31'13"E. along said west line 1712.90' to a point 10' south of the south line of Erie Avenue, thence easterly 294.94' along the arc of a curve 10 feet south of and parallel to said south right of way having a radius of 1940.65' and a chord bearing N.77°58'12"E. 294.62' to a point 10 feet west of the west line of a certified survey map recorded in volume 13 of page 258 of certified survey's, thence S.00°16'21"E. 10 feet west of and parallel to the west line of said C.S.M. 674.13', thence N.85°08'16"E. 10 feet south of and parallel to the south line of said C.S.M. 1210.79' to a point 10' west of the southwesterly right of way for South Taylor Drive, thence S.32°44'10"E. parallel to said southwesterly line 93.39', thence S. 78°05'25"E. parallel to said southwesterly line 80.02', thence S.34°33'07"E. parallel to said southwesterly line 492.85', thence S.00°26'28"W. parallel to said southwesterly right of way 186.09', thence S.62°37'27"E. parallel to said southwesterly right of way 14.52', thence S.42°42'19"W. 481.55', thence S.01°16'53"W. 294.76' to the south line of the SE ¼ of said section 21, thence S.88°43'07"E. along said south line 310.00', thence N.01°16'53"E. 599.99', thence N.42°16'19"E., 55.81' to a point 10' southwest of the southwesterly right of way for South Taylor Drive, thence S.62°37'27"E. 10 feet southwesterly of said southwesterly line 128.01', thence S.34°34'43"E. 10 feet southwesterly of said southwesterly right of way line 236.15', thence N.55°26'47"E. 10.00' to the southwesterly right of way for South Taylor Drive, thence

S.34°34'43"E. along said right of way 263.82', thence S.47°56'01"E. along said southwesterly right of way 129.27', to a point of non-tangent curve, thence southeasterly along said southwesterly line 385.17' along the arc of a curve to the right having a radius of 2078.59', a chord bearing of S.29°16'20.5"E. and a chord length of 384.62' to the east line of NW ¼ of the NE ¼ of said section 28, thence S.00°37'12"W. along said east line 1112.18' to the southerly line of the Union Pacific Railroad, thence N.76°17'45"W. along said southerly line 40.00', thence S.13°52'15"W. 215.00', thence S.22°18'15"W. 585.00 more or less to the centerline of the Sheboygan River, thence westerly along the centerline of said Sheboygan River to north line of Indiana Avenue, thence northwesterly along said north line of Indiana Avenue 442 feet more or less, thence N.83°12'46"W. along said north line 101.98', thence N.71°54'10"E. along said north line 510.01' to the point of curve of an arc with a radius of 2954.79' and a chord that bears N.80°03'53"W. 838.97', thence along the arc of said curve 841.82', thence N.33°41'32"W. along the north line of said Indiana Avenue 32.81', thence S.63°38'18"W. along said north line 58.46', thence S.47°59'20"W. along said north line 58.14' thence N.88°52'10"E. along said north line 61.80', thence S.81°28'57"W. along said north line 101.43', thence N.88°52'10"E. along said north line 85.84', thence N.01°07'50"E. 167.00', thence N.88°52'10"W. 280.00', thence S.01°07'50"W. 120.00' to the north right of way line for Indiana Avenue, thence N.88°52'42"W. along said north right of way line 184.15' to the southeast corner of a Certified Survey Map recorded in volume 15 page 330 of Certified Surveys, thence N.02°43'45"E. along the east line of said Certified Survey Map, 270.00', thence N.57°16'16"W. along the northeasterly line of said C.S.M. 544.05' extended to the north line of the Union Pacific Railroad, thence N.60°47'39"E. along said north line 52.91' to a point of curve to the right having a radius of 2365.02' and a chord bearing N.76°23'14"E. 1272.98', thence along the arc of said curve 1288.87', thence N.02°10'05"E. 734.36' to the north line of the NW ¼ of said section 28, thence S.87°50'19"W. along said north line 1095.50' to the point of beginning. except that portion taken for railroad right of way. Said tract contains 175.46 acres more or less.

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

V

R. C. No. _____ - 12 - 13. By FINANCE. March 4, 2013.

Your Committee to whom was referred Com. No. 14-12-13 from Alderperson Bohren being an article from the Milwaukee Journal/Sentinel entitled, "Unpaid bills sink rescue squad"; 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

3.3

Com. No. 14 - 12 - 13. February 18, 2013.

Submitting a communication from Alderperson Bohren being an article from the Milwaukee Journal/Sentinel entitled, "Unpaid bills sink rescue squad."

Presented to the Common Council by Alderperson

James A. Bohren
Bohren

~~Finance~~
File



From the desk of...

Alderman James A. (Jim) Bohren

City of Sheboygan, WI

8th District, Wards ~~24 and 25~~ 24, 25, 26

2/12/13

SUE,

PLEASE INCLUDE THIS
MIL. JOURNAL ARTICLE AS A
DOCUMENT FOR THE 2/18/13
COUNCIL MEETING. PLEASE
REFER IT TO THE FINANCE
COMMITTEE. THANKS.

ALO. JIM
BOHREN

Residence:
1526 Knoll Crest Drive
Sheboygan, WI 53081-7544

TELEPHONE: 920-395-2230
EMAIL: jim.bohren@ci.sheboygan.wi.us

Unpaid bills sink rescue squad

Delavan operation goes out of business

By MEG JONES
mjones@journalsentinel.com

When the Delavan Rescue Squad responds to a 911 call, it doesn't ask how a patient will pay for the ambulance call.

Now the rescue squad, one of only a handful of private nonprofit ambulance companies in the state, is going out of business, partly because of roughly \$800,000 in uncollected bills.

The squad has responded to emergencies in the City of Delavan since 1941 but will cease to exist on March 31. However, 911 calls will still be answered and residents probably won't notice a difference because the Delavan Rescue Squad is in negotiations with five private ambulance companies interested in buying the company.

"In the end, it was uncollected bills and people unable to pay us," said Tom O'Neill, a Delavan Rescue Squad board member. "There's a major shortfall in hundreds of thousands of dollars in unpaid bills, and we can't continue to operate with that."

Another reason for the rescue squad's financial straits is that it renovated a building for new headquarters and living quarters and then built a new garage.

"The past administration made bad business decisions. They built a building they couldn't really afford the way they're structured," O'Neill said Thursday.

The Delavan Rescue Squad employs 30 emergency medical technicians and paramedics and staffs two ambulances round the clock with the ability to use four ambulances if necessary. In addition to the City of Delavan, it also handles response for the Town of Rich-

Shuttling patients between hospitals, called inter-facility transport, is a major portion of Delavan Rescue Squad's business, but it also handles transportation of individuals to hospitals and clinics and responds to emergencies such as traffic accidents. Payment comes from Medicare, Medicaid and insurance, but whatever is not paid through those entities is the patient's responsibility. And quite a few aren't paying up.

"A lot of them we've written off as uncollectable debt," said O'Neill.

The rescue squad's volunteer board of directors decided last week to shut down the nonprofit and notified employees on Saturday. Negotiations with for-profit companies interested in buying the Delavan Rescue Squad will include hiring everyone now working for the rescue squad.

The City of Delavan has a contract with the rescue squad through 2015 and is part of the negotiations with private for-profit businesses seeking to buy the Delavan Rescue Squad.

"The city has been working in the last year to see whether or not some restructuring could avoid the necessity of this action. But it didn't work out," said Delavan City Administrator Denise Pieroni. "We'd love to have seen them continue, but it didn't look like there was any financial plan that would work out."

VII

R. C. No. _____ - 12 - 13. By STRATEGIC FISCAL PLANNING. March 4, 2013.

Your Committee to whom was referred Res. No. 119-12-13 by Alderperson Hammond directing the Strategic Fiscal Planning Committee to meet and establish goals, objectives and timeline for the 2014 budgeting process and beyond; recommends that the Resolution 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

III

Other Matters

9.2

Res. No. 119 - 12 - 13. By Alderperson Hammond. December 17, 2012.

A RESOLUTION directing the Strategic Fiscal Planning Committee to meet and establish goals, objectives and timeline for the 2014 budgeting process and beyond.

WHEREAS: The City of Sheboygan currently has a static tax base yet incurs unsustainable annual cost increases;

WHEREAS: The City of Sheboygan faces financial budget shortfalls in 2014 and 2015;

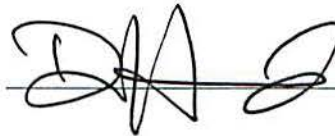
WHEREAS: In order to address the potential shortfalls in 2014 and 2015, guidelines will need to be established as to level of services and cuts in services throughout the City;

WHEREAS: It is the appropriate time to begin to address these challenges to lessen potential future adjustments and avoid disruption of services to the Citizens of Sheboygan;

WHEREAS: Strategic Fiscal Planning committee is charged to establish goals and objectives for department heads to follow for submittal of the 2014 budget and beyond.

RESOLVED: That the Common Council directs the Strategic Fiscal Planning committee to meet and establish goals, objectives and timeline for the 2014 budgeting process and beyond and submit to the Common Council by February 4, 2013 for consideration.

*Strategic
filing*



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

2/12

VII

R. C. No. - 12 - 13 . By LAW AND LICENSING. March 4, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 277-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following licenses be granted:

CHANGE OF AGENT

Daniel Holtz is being replaced by Kerry Martens as agent effective immediately at the Piggly Wiggly located at 3124 S. Business Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2967	Big Daddys Pub & Grill	2123 N. 15 th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9874	Batt, Jody	722 Spring Ave.
7487	Hansen, Samantha K.	1018 Wisconsin Ave.
9875	Harrington, Jill A.	557 Upper Road, Kohler
9885	Kaat, Amber M.	1236 St. Clair Ave.
9878	McAlister, Michael JT	1009A Broadway
9879	Redlin, Tracy L.	1408 N. 17 th St.
9881	Rose, Denise K.	520 Washington Ct.
9877	Schaap, Mary G.	2828 Rammer Ct.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

_____	_____
_____	_____
_____	_____

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. _____ - 12 - 13. By PUBLIC WORKS. March 4, 2013.

Your Committee to whom was referred Res. No. 139-12-13 by Alderperson Heidemann declaring intent to exercise the police power to levy special assessments for the reconstruction of Eisner Ave. from N. 21st St. to N. 8th St.; recommends that the Resolution be passed.

_____	_____
_____	_____
_____	_____

Committee.

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

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

III

5.7

Res. No. 139- 12 - 13. By Alderperson Heidemann. February 4, 2013.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the reconstruction of Eisner Ave. from N. 21st St. to N. 8th St.

RESOLVED: That the reconstruction of Eisner Avenue from N. 21st St. to N. 8th St. is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.0709, Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers for the aforestated municipal purpose.

BE IT FURTHER RESOLVED: That the Engineering Dividsion is hereby authorized and directed to prepare a report in accordance with §66.0703(4) and §66.0703(5), Stats, and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police power
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the expenses so incurred, if in excess of one hundred dollars (\$100.00) may be paid in five (5) annual installments, then (10) annual installments if the expenses exceed five thousand dollars (\$5,000.00) for a single parcel of property, under §66.0715(3), Stats, with interest, rate thereon determined by the Finance Director/Treasurer at the beginning of each calendar year, commencing the first of the month after thirty (30) days following publication of the installment assessment notice.

*Pls.
approve.*

23

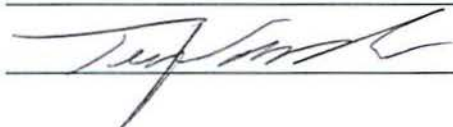
III

BE IT FURTHER RESOLVED: That that Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of §62.15(3) Stats, for the paving aforementioned according to the plans and specifications prepared by, or on behalf of, the City Engineer and submit a resume of bids received and accepted to the Common Council for further consideration.



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

Presented to the Common Council by Alderperson Bohren.



From the desk of...

Alderman James A. (Jim) Bohren

City of Sheboygan, WI

8th District, Wards ~~24, 25~~ 24, 25, 26

2/21/13

SUE;

PLEASE INCLUDE THE ATTACHED
TWO PAGE DOCUMENT FOR THE
MONDAY MARCH 4, 2013
COMMON COUNCIL MEETING.
PLEASE REFER IT TO THE
COMMITTEE OF THE WHOLE.

THANKS,

ALD. JIM BOHREN

Residence:

1526 Knoll Crest Drive
Sheboygan, WI 53081-7544

TELEPHONE: 920-395-2230

EMAIL: jim.bohren@ci.sheboygan.wi.us

Effective 1/1/2012

Per Resolution No. 105-10-11

CITY OF SHEBOYGAN

2012 HEALTH INSURANCE RATES

2013

(Excludes Transit System)

		<u>TOTAL COST</u>	<u>CITY PAYMENT</u>	<u>EMPLOYEE PAYMENT</u>
Single	(1)	$\$ 737.00 \times 12 = 8844.00$	\$ 648.56	\$ 88.44
	(2)	\$ 737.00	\$ 626.46	\$ 110.54
	(3)	\$ 737.00	\$ 368.50	\$ 368.50
Family	(1)	$\$ 1731.40 \times 12 = 20,776.80$	\$1523.64	\$ 207.76
	(2)	\$1731.40	\$1471.70	\$ 259.70
	(3)	\$1731.40	\$ 865.70	\$ 865.70

CODES:

- (1) City pays 88% - Employee pays 12%
- (2) City pays 85% - Employee pays 15%
- (3) PT—City pays 50%--Employee pays 50%

2012 COBRA RATES

(102% of Active employee rate)

Single	\$751.74 (Active) (737.00×1.02)
Single (Over 65)	\$632.52 (Retirees) (620.11×1.02)
Single (Under 65)	\$751.74 (Retirees) (737.00×1.02)
Family	\$1766.03 (Active) (1731.40×1.02)
Family (1Over/1Under 65)	\$1316.82 (Retirees) ($\$1291.00 \times 1.02$)
Family (65 and Over)	\$1265.05 (Retirees) ($\$1240.24 \times 1.02$)

NATIONAL DATA BELOW IS FROM:
THE KAISER FAMILY FOUNDATION & THE HEALTH RESEARCH &
EDUCATIONAL TRUST, AN AFFILIATE OF THE AMERICAN
HOSPITAL ASSOC. AND IT FOUND THE FOLLOWING:

AVERAGE NATIONAL SINGLE COVERAGE \$5,615.00

CITY OF SHEBOYGAN SINGLE COVERAGE \$8,844.00

\$8,844.00 CITY

\$5,615.00 NATL. AVE.

+ \$3,229.00 FOR CITY PER YR.

+ \$269.08 FOR CITY PER MONTH

AVERAGE NATIONAL FAMILY COVERAGE \$15,745.00

CITY OF SHEBOYGAN FAMILY COVERAGE 20,776.80

\$20,776.80 CITY

\$15,745.00 NATIONAL AVE.

+ \$5,031.80 FOR CITY PER YR.

+ \$419.32 PER MONTH

NATIONAL EMPLOYER'S
PAY AVERAGE

SINGLE PLAN 82%

FAMILY PLAN 72%

SHEBOYGAN PAY
FAMILY PLAN 88%

+ 16%

SHEBOYGAN PAY
SINGLE PLAN 88%
+ 6%

ABOVE DATA IS FOR 2012
KAISER DATA, AND DOES NOT INCLUDE DEDUCTABLE OR OUT OF POCKET.

Presented to the Common Council by Alderperson Heidemann.

Richards, Sue

From: Alderperson Joseph Heidemann
Sent: Monday, February 25, 2013 12:08 PM
To: Richards, Sue
Subject: FW: Clearwater Certificate

Sue,

I want this item to come to committee. Thank you.

Joe Heidemann

From: Tracy Nelson [tnelson3373@att.net]
Sent: Monday, February 25, 2013 10:40 AM
To: Alderperson Joseph Heidemann
Cc: Alderperson Joseph Heidemann
Subject: Clearwater Certificate

Dear Alderman Heidemann,

I am writing to discuss a letter I received from the building inspection department dated Feb. 18, 2013. It stated that I sold, transferred, or conveyed a property that a Clearwater Certificate was not obtained. I however, did for some time have my house on the market, but when was unable to sell it, took it off. My ex-husband and I then decided to have me refinance the house and his name would be taken off the mortgage. I have lived in this house for 15 years, during which we had the "great flood" and had been since hooked up to storm sewers. So I see no need for the buiding inspector to come out and issue such a permit. Thankyou for your time.

Sincerely,

Tracy Nelson
920.918.7731
tnelson3373@att.net

II

R. O. No. - 12 - 13 . By BUILDING INSPECTION DEPARTMENT. March 4, 2013.

We hereby submit the report of the Building Inspection report for the month of January 2013.



City Clerk

III

Handwritten text, possibly a signature or date, in the lower left quadrant.

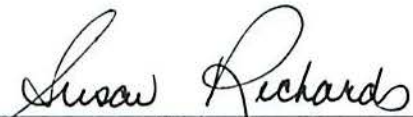
CASH RECEPITS	NUMBER OF PERMITS	
	2013	2012
Contractors Licenses	\$4,400.00	\$10,585.00
Building Permits	\$6,035.80	\$13,130.00
Projecting Sign Fees		
Electrical Permit Fees	\$8,355.00	\$6,685.00
Heating Permit Fees	\$2,480.00	\$3,710.00
Sales Tax	\$1.09	\$0.90
Plumbing Permit Fees	\$1,288.00	\$1,864.00
Sewer Permit Fees		
Occupancy Permit Fees	\$750.00	\$150.00
Board of Appeals		
Misc. General Revenue	\$24.41	\$38.10
Plan Examining Fees	\$700.00	\$1,300.00
Code Books		
State Stamps		
Rooming House Permits	\$260.00	
Erosion Control Fees		
Penalty Fees	\$930.00	\$41,175.00
Cash Over, Short or Refund	(\$7.00)	(\$45.00)
Contractors Escrow	(\$1,316.00)	(\$484.00)
Weights & Measure License	\$6,925.00	\$5,393.00
Clearwater Inspection Fees	\$4,720.00	\$960.00
GRAND TOTALS OF THE ABOVE:	\$35,546.30	\$84,462.00

CLASSIFICATIONS	NUMBER OF PERMITS		COST OF CONSTRUCTION		PERMIT FEES	
	2013	2012	2013	2012	2013	2012
One-Family Residence						
Two-Family Residence						
Condominium						
Garages, Carports						
New Commercial						
New Misc - Non Residential						
Storage Bldgs - Residential		1		\$ 1,600.00		\$ 50.00
Storage Bldgs - Commerical						
Alterations & Add'ns - Residential	42	54	\$ 305,430.00	\$ 492,099.00	\$ 3,685.80	\$ 5,550.00
Alterations & Add'ns - Commercial	9	9	\$ 93,469.00	\$ 909,900.00	\$ 1,070.00	\$ 6,680.00
Wrecking	1	1	\$ 1,000.00	\$ 650.00	\$ 50.00	\$ 50.00
Moving						
Signs	11	7	\$ 54,774.00	\$ 21,425.00	\$ 980.00	\$ 700.00
Fences/Pools/Decks/Driveways		1		\$ 4,100.00		\$ 50.00
Tanks						
Miscellaneous	4	1			\$ 250.00	\$ 50.00
TOTALS	67	74	\$ 454,673.00	\$ 1,429,774.00	\$ 6,035.80	\$ 13,130.00
PERMIT TYPES						
Electrical	57	32	\$ 243,951.40	\$ 244,275.00	\$ 8,355.00	\$ 6,685.00
Heating	46	45	\$ 150,103.00	\$ 188,717.25	\$ 2,480.00	\$ 3,710.00
Plumbing	25	26			\$ 1,288.00	\$ 1,864.00
Sewer						
TOTALS	128	103	\$ 394,054.40	\$ 432,992.25	\$ 12,123.00	\$ 12,259.00
GRAND TOTALS OF THE ABOVE:	195	177	\$ 848,727.40	\$ 1,862,766.25	\$ 18,158.80	\$ 25,389.00

II

R. O. No. _____ - 12 - 13. By CITY CLERK. March 4, 2013.

Submitting a Summons and Complaint in the matter of The Bank of New York Mellon vs. Dawn J. Levanduski et al.



City Clerk

The Bank of New York Mellon FKA The
Bank of New York as Trustee for the
Certificateholders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-BC3
4161 Piedmont Parkway
NC4-105-03-04
Greensboro, NC 27416

Plaintiff

SUMMONS

Case No:

13CV0136

vs

Case Code: 30404

Dawn J. Levanduski
1418 South 8th Street
Sheboygan, WI 53081

Unknown Spouse of Dawn J. Levanduski
1418 South 8th Street
Sheboygan, WI 53081

Mortgage Electronic Registration Systems, Inc., acting
solely as nominee for Intervale Mortgage Corporation
1901 East Voorhees Street, Suite C
Danville, IL 61834

HSBC Mortgage Services, Inc.
636 Grand Regency Boulevard
Brandon, FL 33510

County of Sheboygan
1011 North Eighth Street
Sheboygan, WI 53081

Hawley, Kaufman & Kautzer, S.C.
400 First Street
P.O. Box 485
Random Lake, WI 53075

Sheboygan County Clerk of Circuit Court
615 North Sixth Street
Sheboygan, WI 53081-4692

SHEBOYGAN COUNTY
WISCONSIN

13 FEB 14 P 1:10

CLERK CIRCUIT COURT
FILED

SCANNED TO: ATTY'S OFFICE, JIM AMODEO, BARB OLM, LAURIE SUHRKE



City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Defendants

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is served upon you, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the statutes. The answer must be sent or delivered to the court, whose address is:

Sheboygan County Clerk of Circuit Court
615 N. 6th Street
Sheboygan, WI 53081-4692

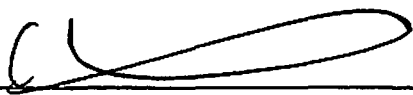
and to the plaintiff's attorney whose address is:

Blommer Peterman, S.C.
165 Bishops Way, Suite 100
Brookfield, WI 53005

You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, or within forty five (45) days if the defendant is the State of Wisconsin, or within sixty (60) days if the defendant is the United States of America, the court may grant judgment against you for an award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 5th day of February, 2013


Chaz M. Rodriguez
Blommer Peterman, S.C.
State Bar No. 1063071
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
chaz@blommerpeterman.com

S.S. GEORGE
Process Server:
Time: 4:56 PM Date: 2-20-13
Address of Serve:

Person Served:
JACK VAN DER WEELE
Person Substituted
Posted Corporate

The Bank of New York Mellon FKA The
Bank of New York as Trustee for the
Certificateholders of the CWABS, Inc.,
Asset-Backed Certificates, Series 2005-BC3
4161 Piedmont Parkway
NC4-105-03-04
Greensboro, NC 27416

Plaintiff

COMPLAINT

Case No: **13CV0136**

vs

Case Code: 30404

Dawn J. Levanduski
1418 South 8th Street
Sheboygan, WI 53081

Unknown Spouse of Dawn J. Levanduski
1418 South 8th Street
Sheboygan, WI 53081

Mortgage Electronic Registration Systems, Inc., acting
solely as nominee for Intervale Mortgage Corporation
1901 East Voorhees Street, Suite C
Danville, IL 61834

HSBC Mortgage Services, Inc.
636 Grand Regency Boulevard
Brandon, FL 33510

County of Sheboygan
1011 North Eighth Street
Sheboygan, WI 53081

Hawley, Kaufman & Kautzer, S.C.
400 First Street
P.O. Box 485
Random Lake, WI 53075

Sheboygan County Clerk of Circuit Court
615 North Sixth Street
Sheboygan, WI 53081-4692

SHEBOYGAN COUNTY
WISCONSIN

13 FEB 14 P1:10

CLERK CIRCUIT COURT
FILED



STATE OF WISCONSIN
COUNTY OF MILWAUKEE
CIRCUIT COURT
CLERK OF CIRCUIT COURT
1000 N. MILWAUKEE AVENUE
MILWAUKEE, WISCONSIN 53233

RECEIVED

CLERK OF CIRCUIT COURT

13 FEB 14 2014

CLERK OF CIRCUIT COURT

STATE OF WISCONSIN
COUNTY OF MILWAUKEE
CIRCUIT COURT
CLERK OF CIRCUIT COURT
1000 N. MILWAUKEE AVENUE
MILWAUKEE, WISCONSIN 53233

STATE OF WISCONSIN
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1000 N. MILWAUKEE AVENUE
MILWAUKEE, WISCONSIN 53233

FILED
CLERK CIRCUIT COURT

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WISCONSIN
MILWAUKEE COUNTY



City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081
Defendants

THE STATE OF WISCONSIN, TO EACH DEFENDANT NAMED ABOVE:

Now Comes the above named plaintiff, by its attorneys, Blommer Peterman S.C., as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That The Bank of New York Mellon FKA The Bank of New York as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-BC3 is the plaintiff in this action and is a foreign corporation with offices located at 4161 Piedmont Parkway, NC4-105-03-04, Greensboro, NC 27416. The Bank of New York Mellon FKA The Bank of New York As Trustee for the Certificateholders of The CWABS, Inc., is the current mortgagee of record.
2. That Dawn J. Levanduski is an adult who, upon information and belief, resides at 1418 South 8th Street, Sheboygan, WI 53081 and shall hereinafter be referred to as "mortgagor".
3. That Unknown Spouse of Dawn J. Levanduski, if any, is a party to this action by virtue of any marital property interest this person may have in the subject property.
4. That Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Intervale Mortgage Corporation is a party to this action by virtue of a Junior Mortgage between Dawn J. Levanduski, mortgagor, and Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Intervale Mortgage Corporation, mortgagee, dated October 29, 2004 and recorded November 4, 2004 as document number 1749605 in the amount of \$15,740.00.
5. That HSBC Mortgage Services, Inc. is a party to this action by virtue of a Junior Mortgage between Dawn J. Levanduski, mortgagor, and Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Intervale Mortgage Corporation, mortgagee, dated October 29, 2004 and recorded November 4, 2004 as document number 1749605 in the amount of \$15,740.00. Said mortgage may now be held by HSBC Mortgage Services by virtue of MERS ServicerID Registry. Said printout of the ServicerID Registry is attached as Exhibit "A".
6. That County of Sheboygan is a party to this action by virtue of a judgment entered against Dawn J. Levanduski in case number 2007SC000540 docketed March 14, 2007 in the amount of \$437.00.
7. That Hawley, Kaufman & Kautzer, S.C. is a party to this action by virtue of a judgment entered against Dawn J. Levanduski in case number 2007SC001416 docketed May 18, 2007 in the amount of \$455.68.
8. That Sheboygan County Clerk of Circuit Court is a party to this action by virtue of a judgment entered against Dawn J. Levanduski docketed April 23, 2008 in the amount of \$120.00.
9. That Sheboygan County Clerk of Circuit Court is a party to this action by virtue of a judgment entered against Dawn J. Levanduski docketed July 28, 2008 in the amount of \$11.87.
10. That Sheboygan County Clerk of Circuit Court is a party to this action by virtue of a judgment entered against Dawn J. Levanduski docketed March 11, 2009 in the amount of \$120.00.

11. That City of Sheboygan is a party to this action by virtue of a judgment entered against Dawn J. Levanduski in case number 2012TJ000123 docketed July 23, 2012 in the amount of \$114.00.
12. On or about October 29, 2004 for value received, mortgagor executed and delivered to the original lender, Intervale Mortgage Corporation, a note in writing dated that date and thereby promised to pay interest on the principal balance of \$62,960.00 payable in accordance with the terms and provisions of said Note. A copy of said Note is attached as Exhibit "B".
13. That to secure the note referred to in the preceding paragraph, the mortgagor duly executed a mortgage to Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Intervale Mortgage Corporation which mortgage was recorded November 4, 2004 as document number 1749604. A copy of said mortgage is attached to this complaint as Exhibit "C".
14. That mortgage was subsequently assigned to The Bank of New York Mellon FKA The Bank of New York As Trustee for the Certificateholders of The CWABS, Inc., Asset-Backed Certificates, Series 2005-BC3, by an assignment recorded on August 3, 2012 as document number 1949780. A copy of said assignment is attached to this complaint as Exhibit "D".
15. The mortgagor failed to comply with the terms of the note and mortgage by failing to pay past due payments as required. Mortgagor owes for the June, 2012 and subsequent payments and owes a principal balance of \$109,290.93 accruing interest at the current rate of 4.75000 percent per annum. Because of late charges and other charges that may vary from day to day, the total amount due to the plaintiff is not calculated herein.
16. The plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor in the payments required by the note and has directed foreclosure proceedings be instituted against these defendants.
17. The property consists of a Single Family Property known as 1418 South 8th Street, Sheboygan, WI 53081. The property does constitute the homestead of the mortgagor and has not been abandoned by the mortgagor. The legal description of the property is as follows:

THE SOUTH 40 FEET OF LOTS ONE (1) AND TWO (2), BLOCK TWO HUNDRED NINETY-FOUR (294), ACCORDING TO THE RECORDED ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

18. That the plaintiff has elected to proceed with foreclosure pursuant to Section 846.101 of the Wisconsin Statutes with a six (6) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that plaintiff hereby elects to waive judgment for any deficiency which may remain due the plaintiff after the sale of the mortgaged premises.
19. That the other defendants, if any, may have or claim to have an interest in the premises set forth in this complaint, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

WHEREFORE, plaintiff demands judgment:

For the foreclosure and sale of the mortgaged premises in accordance with Section 846.101 of the Wisconsin Statutes which calls for a six (6) month period of redemption;

For amounts due the plaintiff for principal, interest, late charges, taxes, insurance, costs, disbursements and attorney fees be adjudged and determined;

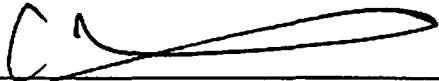
That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title and equity of redemption in or to said premises, except by the right to redeem the same before sale as provided by law;

That the interests of other defendants be adjudged subordinate to plaintiff's mortgage;

That the mortgagor or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and

That plaintiff have such other and further relief as may be just and equitable.

Dated this 5th day of February, 2013



Chaz M. Rodriguez
Blommer Peterman, S.C.
State Bar No. 1063071
165 Bishops Way, Suite 100
Brookfield, WI 53005
262-790-5719
chaz@blommerpeterman.com

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT, (the act)
15 U.S.C. Section 1692, as Amended**

1. Blommer Peterman, S.C. is the creditor's law firm and is attempting to collect a debt for the creditor. Any information the debtor provides to Blommer Peterman, S.C. will be used for that purpose.
2. The amount of the debt is stated in the complaint attached hereto.
3. The plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay cannot be calculated herein. Hence, to learn the total amount you owe to the plaintiff, write or call the undersigned office stated in paragraph 7 of the Notice.
4. The debt described in the complaint attached hereto will be assumed valid by Blommer Peterman, S.C. unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
5. If the debtor notifies Blommer Peterman, S.C. in writing within thirty days of the receipt of this notice that the debt of any portion thereof is disputed, Blommer Peterman, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by Blommer Peterman, S.C.
6. If the creditor named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes written request to Blommer Peterman, S.C. within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by Blommer Peterman, S.C.
7. **The law does not require Blommer Peterman, S.C. to wait until the end of the thirty day period before suing you to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty day period that begins with your receipt of the notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.**
8. Written request should be addressed to Blommer Peterman, S.C., 165 Bishops Way, Suite 100, Brookfield, WI 53005. 262-790-5719
9. This advice pertains to your dealings with our firm as a debt collector. It does not affect your dealings with the court, and in particular, it does not change the time at which you must answer the complaint. The summons is a command from the Court, not from our firm, and you must follow its instructions, even if you dispute the validity or the amount of the debt. The advice in this notice also does not affect our relations with the court. As attorneys, we may file papers in the suit according to the court's rules and the judge's instructions.

If you have previously received a Chapter 7 discharge in bankruptcy, this correspondence should not be construed as an attempt to collect a debt.



Process Loans, Not Paperwork™

1 record matched your search:

MIN: 1000779-1000292733-9 Note Date: 10/29/2004

MIN Status: Inactive

Servicer: HSBC Mortgage Services
Brandon, FL

Phone: (800) 333-7023

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

[Return to Search](#)

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org

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ADJUSTABLE RATE NOTE

(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

OCTOBER 29, 2004, SHEBOYGAN, WISCONSIN
 [Date] [City] [State]

1418 S 8TH STREET, SHEBOYGAN, WISCONSIN 53081

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$62,960.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Intervale Mortgage Corporation. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.265%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1ST day of each month beginning on DECEMBER 1, 2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on NOVEMBER 1, 2034, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 815 Reservoir Avenue, Cranston, Rhode Island 02910 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$388.27. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1ST day of NOVEMBER, 2006 and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 2/100THS percentage points (6.02%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.265% or less than 6.265%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 12.265% or less than 6.265%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

PLAINTIFF'S
EXHIBIT

B

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver by Note Holder

Even if, at a time I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Dawn J Levanduski (Seal)
DAWN J LEVANDUSKI -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

[Sign Original Only]

PAYMENT RIDER TO NOTE

THIS PREPAYMENT RIDER is made this 29TH day of OCTOBER, 2004, and is incorporated into and shall be deemed to amend and supplement the Note of the same date given by the undersigned (the "Borrower") in favor of Intervale Mortgage Corporation (the "Lender").

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a partial prepayment without paying any prepayment charge. If I make a full prepayment within one (1) year of the date of this Note, I agree to pay a prepayment charge of 5% of the original principal amount of the loan; if I make a full prepayment more than one (1) year but within two (2) years of the date of this Note, I agree to pay a prepayment charge of 5% of the original principal amount of the loan. The Note Holder will use my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Prepayment Rider.

Dawn J Levanduski (Seal)
DAWN J LEVANDUSKI -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower


Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Programs
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:

Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the \$25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan, WI 53081

A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable \$100 fee will be charged and a non-refundable fee of \$100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Programs
Request for Mediation
Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required \$25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP
Clerk of Circuit Court
615 north Sixth Street
Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable \$25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable \$75 fee is charged to the homeowner and a non-refundable fee of \$100 is charged to the lender. Requesting Mediation does not halt the foreclosure process. **You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.**

Sheboygan County Case Number (located on your Summons): 13 CV

Name of Homeowner(s): Dawn Levanduski

Property Address: 1418 South 8th Street, Sheboygan, WI 53081

Mailing address, if different from above: _____
(street, city or town, zip code)

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of the Lender/Plaintiff in your case: The Bank of New York Mellon FKA The Bank of New York as Trustee for the Certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2005-BC3

Name of Lender/Plaintiff's attorney: Blommer Peterman, S.C.

1. Is the property being foreclosed on your primary residence? ____ Yes ____ No

2. Does the property consist of four or fewer dwelling units? ____ Yes ____ No
3. Have you started a Bankruptcy action that is still ongoing? ____ Yes ____ No
4. Have you met with a housing counselor? ____ Yes ____ No

If yes, whom have you met with? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

7. Check all items that have caused you to miss your mortgage payments:

____ Injury or illness ____ Adjustable interest Rate / Balloon

____ Loss of Employment ____ Expenses exceed income

Other: _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

9. If English is not your primary language, do you need an interpreter? ____ Yes ____ No

What language? _____

Authorization of Research and Evaluation: Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is the subject to this foreclosure action and I currently reside in this property.

Property Owner's Signature

Date

Property Owner's Signature Date

mortgage

After Recording Return To:

GT-4518

Decision One Mortgage Company, LLC

Servicing Agent for Intervale Mortgage Corporation

6060 J.A. Jones Drive, Suite 800

Charlotte, North Carolina 28287

1749604

SHEBOYGAN COUNTY, WI
RECORDED ON

11/04/2004 02:09PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 37.00
TRANSFER FEE:

STAFF ID 10
TRANS # 52330

OF PAGES: 14

Parcel Identification Number

MORTGAGE

MIN: 100077910002923163

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated OCTOBER 29, 2004, together with all Riders to this document.

(B) "Borrower" is DAWN J LEVANDUSKI, A SINGLE WOMAN. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Intervale Mortgage Corporation. Lender is a CORPORATION organized and existing under the laws of RHODE ISLAND. Lender's address is 815 RESERVOIR AVENUE, CRANSTON, RHODE ISLAND 02910.

(E) "Note" means the promissory note signed by Borrower and dated OCTOBER 29, 2004. The Note states that Borrower owes Lender SIXTY-TWO THOUSAND NINE HUNDRED SIXTY AND 00/100ths Dollars (U.S.\$62,960.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 1, 2034.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ Second Home Rider

☐ Balloon Rider

☐ Planned Unit Development Rider

☐ Other(s) [specify]

☐ 1-4 Family Rider

☐ Biweekly Payment Rider



(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

County of SHEBOYGAN:
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

The South 40 feet of Lots One (1) and Two (2), Block Two Hundred Ninety-four (294), according to the recorded Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

which currently has the address of 1418 S 8TH STREET

[Street]

SHEBOYGAN, Wisconsin 53081 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless

Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying Reasonable Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Accelerated Redemption Periods. If the Property is a one-to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Dawn Levanduski (Seal)
DAWN J LEVANDUSKI -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

State of WISCONSIN)
County of)

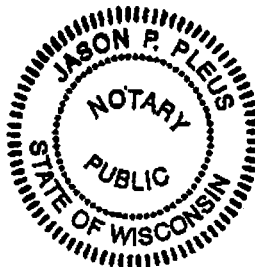
This instrument was acknowledged before me on OCTOBER 29, 2004 by DAWN J
LEVANDUSKI, A SINGLE WOMAN.

(Seal)

Jason P. Pleus
Notary Public JASON P. PLEUS

[My Commission Expires: 5/11/08]

This instrument was prepared by
FARRUGGIA, MARK



ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 29TH day of OCTOBER, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to INTERVALE MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1418 S 8TH STREET, SHEBOYGAN, WISCONSIN 53081

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.265%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1ST day of NOVEMBER, 2006, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 2/100THS percentage points (6.02%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.265% or less than 6.265%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE percentage point (1%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 12.265% or less than 6.265%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Dawn J Levanduski (Seal)
DAWN J LEVANDUSKI -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

ASSIGNMENT OF MORTGAGE

Recording Requested By:
Bank of America
Prepared By: Danilo Cuenca
800-444-4302
When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823



DocID#
Tax ID: 39281-303570
Property Address:
1418 S 8th St
Sheboygan, WI 53081-5327
WIS-AM 19216176 E 7/24/2012

1949780
SHEBOYGAN COUNTY, WI
RECORDED ON
08/03/2012 2:20 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 1

This space for Recorder's use

MIN #: 100077910002923163

MERS Phone #: 888-679-6377

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-BC3 whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: INTERVALE MORTGAGE CORPORATION
Mortgagor(s): DAWN J LEVANDUSKI, A SINGLE WOMAN
Date of Mortgage: 10/29/2004
Original Loan Amount: \$62,960.00
Recorded in Sheboygan County, WI on: 11/4/2004, book N/A, page N/A and instrument number 1749604

Property Legal Description:
THE SOUTH 40 FEET OF LOTS ONE (1) AND TWO (2), BLOCK TWO HUNDRED NINETY-FOUR (294), ACCORDING TO THE RECORDED ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
AUG 01 2012

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

Witness: Beverly Brooks

By: Rene Rosales Assistant Secretary

State of California
County of Ventura

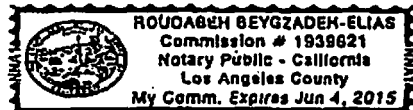
On AUG 01 2012 before me, Roudabeh Beygzadeh-Elias, Notary Public, personally appeared Rene Rosales, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public: Roudabeh Beygzadeh-Elias
My Commission Expires: JUNE 4, 2015

(Seal)



PLAINTIFF'S
EXHIBIT

D

II

R. O. No. - 12 - 13 . By CITY CLERK. March 4, 2013.

Submitting a communication from Hameister Architects, Inc., requesting permission to modify the roadway median in the Washington Ave. right-of-way between Taylor Dr. and Greenwing Dr. (American Orthodontics South Plant).



City Clerk

American Orthodontics South Plant
Proposed Median Change

26 February 2013
Page 1 of 1

FEB 27 '13 PM 4:52

American Orthodontics South Plant
3524 Washington Avenue
Sheboygan, Wisconsin 53081

Dear Mr. Mayor Van Akkeren and Common Council Members:

We hereby request permission to modify the roadway median in the Washington Avenue Right-of-Way between Taylor Drive and Greenwing Drive. See attached Miller Engineers and Scientists drawings "South Central Entrance" sheet 1 of 1 and sheet 1 of 2 dated 26 February 2013, including 9 sheets of specifications. Also attached, for reference purposes only, is Hameister Architects' American Orthodontics "Overall Site Plan" dated, 26 February 2013.

Narrative describing proposed modifications:

- Median Modification and Round-About on American Orthodontics Property: Entrance Drives and Round-About relocated to Align with center of Entrance to American Orthodontics Building. This change will increase traffic safety by designating divided lanes for entering and exiting from Washington Avenue.
- Median Cut Relocation on Washington Avenue. This change will increase traffic safety by being further from South Taylor Drive and allowing for additional stacking lane length.

Sincerely,



DuWayne R. Hameister, AIA—Hameister Architects, Inc.

Bituminous Pavement Mix Design Requirements

The contractor shall install the following mainline and intersection mixtures using the following table:

Street	Mainline Mix	Intersection Mix	Binder
N & S 13 th Street	E-3	E-3	PG 64-22
New Jersey Avenue	E-10	E-10	PG 64-28
High Avenue	E-1	E-1	PG 64-22
Washington Avenue	E-10	E-10	PG 64-28
S. Business Drive/Cty Trk OK	E-10	E-10	PG 64-28
Union Ave.	E-3	E-3	PG 64-22

- The thickness of each bituminous layer is specified in the finished cross-sections of the plan set.

Bridge (Cty Trk OK)

See technical specifications for R-50, sealer and tack coat.

5. Cleaning

Before any pavement mixtures are laid, the existing base shall be thoroughly cleaned of all soil, clay or loose and foreign matter by brooming and/or water under pressure.

MILLING OF EXISTING ASPHALTIC SURFACES WHERE SPECIFIED

1. Equipment

This item shall consist of milling the asphalt surface course with approved equipment.

2. Traffic Management During Milling

Two lanes of traffic shall be maintained at all times.

3. Milled Material

All millings shall become the property of the City of Sheboygan. The contractor shall haul the millings to the site known as the "7-up site" (generally located off of S. 32nd St. between Washington Ave. and Crocker Ave). Also the contractor will be required to push the milling into a pile as large as practical.

4. Payment for Milling

Payment shall be by the square yard of surface milled. The unit bid price for milling shall include hauling, depositing and piling the material.

TACK COAT

1. Material

A tack coat consisting of standard SS I Emulsion or approved equal shall be applied at contract surfaces along the face of curbs and at joints where new sheet asphalt will be "feathered out" at termination of work.

2. Rate of Application

A tack coat consisting of standard SS I Emulsion or approved equal shall be applied on all ground or planed surfaces at the rate of .025 to .05 gallon per square yard.

3. Payment

Payment shall be by the gallon.

BINDER COURSE

1. Material Type and Thickness

The pavement shall be brought to grade by using binder courses, each course not to exceed two (2") inches in thickness.

Binder shall conform to the State Highway Commission of Wisconsin, Standard Specifications for Highway and Structure Construction, 2003 Edition, Section 450.

2. Recycled Asphalt

Recycled asphalt may be used in the binder course under this contract. It is the responsibility of the contractor to blend the material with new aggregates and bituminous mixture to meet the specifications for bituminous binder mixture.

3. Bitumen

Payment for bitumen shall be included in the price of binder course.

4. Mixing and Laydown Equipment

The contractor shall use an acceptable batch type asphalt plant that meets the requirements of Section 450 and related sections. All pavers, rollers and other laydown equipment shall meet the pertinent requirements of Section 450, 455, 460 and 465 of the Specifications.

5. Construction Methods

Bituminous material shall be applied only during daylight hours and when the air temperature is 40 deg. F. or more, and when the surface of the previously prepared roadbed, base or existing surface is dry and free of loose dirt, dust or other foreign matter. It shall not be applied when the weather or roadbed conditions are unfavorable, or prior to impending rains when it appears probable that the material may be exposed to the rains during the penetration period.

6. Payment for Bituminous Material

The contractor shall deliver to the City's representative a receipt for each truck load of bituminous material delivered to the job site, showing the type of material, weight, and location of placement.

ADJUST UTILITIES

1. Structures to be Adjusted

Wherever present structures, such as manhole frames, surface inlets, water valve boxes, etc., are not at the correct elevation, the contractor shall adjust such structure to the new grade. The use of cast iron manhole adjusting rings will not be permitted. Private utilities, such as telephone, gas and electric companies, shall adjust or relocate all privately owned facilities to fit the new construction. Adjustment of water stop boxes

in the pavement will be paid at unit price for water valve adjustment. Stop box adjustments behind the front face of the curb shall be incidental to the contract.

2. Construction Methods

Specifications for Underground Utility Work Section 8.A., items 1, 2, 3, and 4 shall apply to adjustments of utilities.

SURFACE COURSE

1. Time of Placement

It is the intent of these specifications that all binder courses on all project locations be completed before any surface course be placed at any project location, except that the contractor may employ a second full paving crew to place surface courses while the primary crew is placing the binder course. Asphalt surface courses shall be placed on locations only after underground utility work and curb and gutter repairs are completed.

2. Material Type and Thickness

Surface course shall be 1-1/2" thick and shall conform to the Highway Commission of Wisconsin, Standard Specifications for Highway and Structure Construction, 2003 Edition, Section 460, using the mix design for the specified mix.

3. Additional Requirements

Section F, items 3, 4, 5, and 6 shall also apply for Surface Course material and placement.

ASPHALTIC CONCRETE PAVEMENT, SUPERPAVE

1. Description

This work shall consist of designing, mixing, placing and compacting a Superpave asphaltic concrete pavement consisting of 1/2" nominal maximum size mixture for the single layer on the approved existing surface in accordance with the specifications and in reasonably close conformity with the lines, grades, thicknesses and typical cross sections shown on the plans or established by the engineer.

The requirements of Section 460, Asphaltic Concrete Pavement and Section 450-465, Plant Mixed Asphaltic Bases, Surfaces and Pavements – General Requirements, shall be applicable to this work, except as hereinafter otherwise stipulated. If any inconsistencies exist, the requirements of AASHTO MP2, Standard Specification for Superpave Volumetric Mix Design and AASHTO PP28, Standard Practice for Designing Superpave HMA shall govern.

2. Materials

General: All materials used in this work shall conform to the requirements designated in Sections 450-465 for the particular material specified, except as hereinafter otherwise or additionally stipulated.

3. Aggregates

The aggregates shall meet the following properties:

Characteristic	Requirement	Test Method
Coarse Aggregate Angularity, % Crushed Particles, (by count); min.	75% one face	
Flat, Elongated Particles, % (by weight); max.	10%	ASTM D4791
Fine Aggregate Angularity, % Air Voids; min.	40%	AASHTO TP 33 Test Method A
Clay Content, Sand Equivalent; min.	40%	AASHTO T 176
Los Angeles Abrasion, % Wear; max.	45% @ 500 rev. 13% @ 100 rev.	AASHTO T 96
Soundness of Aggregates, % Loss; max.	12%	AASHTO T 104
Deleterious Materials, % (by weight); max.	1%	AASHTO T 112

4. Aggregate Gradation Master Range

The aggregates, including mineral filler when required, shall conform to the following gradation requirements.

The gradation values listed are the extreme limits for design purposes. Production testing tolerances may allow mixture production values that exceed the aggregate master range.

Gradation*

Sieve Size	12.5 mm
25.0 mm	
19.0 mm	100
12.5 mm	90 – 100
9.5 mm	90 max.
4.75 mm	
2.36 mm	28 – 58
1.18 mm	
600 µm	
300 µm	
75 µm	2 – 10

*Percent passing of total aggregate weight

5. Antistripping Additives

Antistripping additives shall conform to the requirements of Subsection 460.2.4.2.

6. Asphaltic Material

The asphaltic material shall be Asphalt Type PG as specified in the contract.

7. Composition of Pavement Mixtures

The asphaltic mixture shall be composed of a homogeneous mixture of coarse aggregate, fine aggregate and asphaltic material.

The contractor shall submit, for each course and for the engineer's review, an asphaltic mixture design meeting all necessary criteria consistent with Section 460 of the Standard Specifications and shall be signed by a Certified Asphaltic Technician Level III. The Department will review the quality of the aggregate, the asphaltic mixture design and issue a report. The asphaltic mixture design shall be in effect until the contractor requests changes in writing and approved by the engineer.

8. Design Criteria

The design criteria used for the design of the 12.5 mm nominal size mixture for the single layer shall be based on a 20 year design. ESAL count as specified in the table.

9. Asphaltic Concrete Pavement, Superpave Density

Density will be determined according to Subsection 460.3.3 following the requirements for Asphaltic Concrete Pavement, Type E-1, E-3 or E-10.

10. Method of Measurement

Asphaltic Concrete Pavement, Superpave will be measured by the ton in accordance with Subsection 405.4. Asphaltic materials required for and incorporated into the mixture will be measured by the gallon or ton as delineated in Subsection 405.4.

11. Basis of Payment

Asphaltic Concrete Pavement, Superpave will be paid for in accordance with Subsection 460.4 following the requirements for Asphaltic Concrete Pavement, Type HMA.

INSTALLATION OF PAVEMENT MARKINGS

- 1. General Requirements - Reflectorized preformed cold plastic pavement markers**

16. Curb Ramp Detectable Warning Field - The City of Sheboygan will supply the curb ramp detectable warning field. The contractor will be responsible for the installation and rebar reinforcement (see miscellaneous construction detail on the plan).
17. Stamped Concrete Sidewalk, 6-inch, Herringbone Pattern
 1. The colored and stamped colored concrete shall be poured in one layer. All colored concrete within a single "area" and shall be poured in no more than two (2) consecutive work days in a single "area".
 2. An experienced contractor who has installed a minimum of 30,000 square feet of stamped concrete shall install stamped concrete. The contractor shall submit written documentation of stamped concrete work to the Owner's Representative prior to the start of construction.
 3. At least fifteen (15) working days prior to the start of colored/colored and stamped concrete installation, the contractor shall prepare on-site two (2) 3-foot x 3-foot walk panel samples; one sample of the colored concrete and one sample of the colored stamped concrete. The final color and stamp pattern is to be approved by the Owner's Representative prior to placement of any colored stamped concrete in the field. The color is to match existing stamped concrete located in the area.
 4. The stamp used to make the special pattern in the concrete sidewalk shall become the property of the City of Sheboygan after completion of the Project.
 5. All colored concrete shall have the same source and shall originate from the same batch plant. Supplier shall submit manifest to confirm material origination prior to authorization for placement on-site.
 6. All colored concrete shall be prepared using the same sand, cement, aggregate and water source. No calcium chloride and no accelerators with chloride ions will be used. Colorant shall all come from same colorant lot. Supplier shall submit documentation as to proof of all colored concrete ingredients for all colored and all stamped colored concrete material. Coloring material shall be added as a dye during mixing at the batch plant; no shake-on coloring will be allowed.
 7. The stamped color concrete will be Butterfield U317 Terra Cotta Unimix integral concrete color
 8. The release agent will be Butterfield R12 Storm Gray release.
 9. The curing compound and sealer will be Butterfield Clear Guard. Two (2) applications are required.

10. The unit price of the stamped concrete sidewalk, 6-inch, Herringbone will include the cost of the 6-inch gravel base (material and labor).
18. The travel lanes of Washington Ave. shall be rubblized in accordance with the Rubblization Specifications (pages RS-1 to RS-2). After the rubblization, two (2) 1-¾" lifts of bituminous binder course shall be placed. Tack shall be applied between the two lifts of binder. After the placement of the binder, 4" of the curb face shall be exposed. This may require a second pass with the rubblizer along the curb flange to butt the first lift of binder against. The second pass shall be incidental to the contract.
19. All adjusting rings on the catch basins shall be replaced; this shall be paid as adjusting castings. As part of the adjusting item, slots shall be sawn in the back of the castings so as to adjust the curb head to the 4-inch exposure required. Also, three (3) ½" weep holes shall be placed on top of the precast boxes; one on each side of the box that is in the pavement. The weep holes shall be a ½" I.D. Schedule 40 PVC conduit, 8" long. ¾" clear stone shall be placed around these weep holes. After the installation of the weep holes and the adjustment of the casting, twelve (12") inches of crushed aggregate base shall be placed to match the existing pavement grade.
20. Pavement, curb and gutter shall be removed and replaced along the project as marked by the Engineer and paid by the unit bid prices.
21. The contractor shall be responsible for all traffic control.
22. Excavating below subgrade shall mean removing rubblized pavement and the material under the rubblized pavement as required by the Engineer.

The bid price shall include removing the rubblized pavement.

23. Street Lighting

State Wage Rates shall apply to this section.

Street lighting for Washington Avenue shall conform to the general Ornamental Street Lighting specifications (pages OSL-1 to OSL-10), modified as follows:

Description:

The lighting system shall consist of four (4) discrete lighting circuits, consisting of seven (7) twin units and nine (9) single units.

Lighting Units – Materials:

a. Street Lighting (Single)

- Luminaires: Luminaires shall be single units, 240 V operation, 250-watt high-pressure sodium vapor. Units shall be: Gardco

Outdoor Lighting "CA221-3-250-HPS-240" configured as a single luminaire.

- Poles shall be a round-tapered aluminum suitable for a single Type I light fixture at a wind velocity of 90 mph and a gust factor of 30 percent. Pole shall be: Gardco "RA5-30H-D1-BRA" with an anodized bronze finish to match the luminaires. The tenon will be seven (7') feet (C863700). Each pole shall be installed per Gardco specifications.
- Lamps shall be clear high-pressure sodium from recognized manufacturers, compatible with the ballasts, and rated 24,000+hours.

b. Street Lighting (Twin)

- Luminaires: Units shall be twin units, 240 V operation, 150-watt high-pressure sodium vapor. Units shall be: Gardco Outdoor Lighting "CA222-3-150-HPS-240" configured as twins set at an angle or 180-degrees between units.
- Poles shall be a round-tapered aluminum suitable for a twin Type 1 light fixture mounted 180 degrees apart at a wind velocity of 90 mph and a gust factor of 30 percent. Pole shall be: Gardco "RA5-30H-D2-BRA" with an anodized bronze finish to match the luminaires. The tenon will be seven (7') feet (C863700). Each pole shall be installed per Gardco specifications.
- Lamps shall be clear high-pressure sodium from recognized manufacturers, compatible with the ballasts, and rated 24,000+hours.

24. Traffic Signal Relocation:

- Washington Avenue/S. Business Drive
 - Washington Avenue/Washington Square Shopping Center Entrance
- a. Work for this item will include all labor, equipment and materials to relocate five (5) existing traffic signal poles (three Type 1 and two Type 3), and the pull boxes to a new location behind the new curb line.
 - b. The contractor shall install the new concrete bases at a location determined by the Engineer.
 - c. Conduit and miscellaneous hardware to reattach the signal standards to the new base shall be considered incidental to the unit cost.
 - d. The contractor shall remove the existing signal bases and dispose of them. The resulting hole shall be filled in with compacted granular material.
 - e. All existing cables shall be reused if possible; the City will supply additional cable if the length is not adequate.

RECEIVED

2-28-13

RECEIVED BY

L. Schneider

CLAIM NO.

32-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

FEB 28 '13 AM 11:41

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Denise K. Roberts
2. Home address of Claimant: 1374 Church St.
3. Home phone number: (920) 445-1745
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 12-29-12
6. Where did damage or injury occur? (give full description) Police Dept. in

Sheboygan

7. How did damage or injury occur? (give full description) I hurt my leg +
back + wore a cast for almost
2 mo.

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: NA(b) Claimant's statement of the basis of such liability: NA

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: NA(b) Claimant's statement of basis for such liability: NA

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").

I got in my accident at the Shelbyville Police Dept. + when I was at the hospital they took records

11. Name and address of any other person injured: my Sister Lisa Bell helping up. But NO Pain

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

Auto:

\$ NA

Property:

\$ NA

Personal injury:

\$ my leg

Other: (Specify below)

\$ for 2 mo, I can't

TOTAL

\$ do my housework

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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

My left leg is still in Pain

SIGNATURE OF CLAIMANT

Denise K. Roberts

DATE

2-25-13

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

DATE RECEIVED 2-28-13

RECEIVED BY L. Schaller

CLAIM NO. 32-12

CLAIM

Claimant's Name:

Dennis K. Roberts

Auto

\$ NA

Claimant's Address:

1374 Thrush St.

Property

\$ 1

Green Bay WI.

Personal Injury

\$ 1

Claimant's Phone No.

920-445-54303

Other (Specify below)

\$ 1

I just want my bills to be paid + me to

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 \$.

All I want is some money for ~~me~~ me, when I cant do Nothing !!

When I get my Therapy bill I refuse to pay, I cant afford nothing

SIGNED

Dennis K. Roberts

DATE:

2-25-13

ADDRESS:

1374 Thrush St.

Green Bay WI. 54303

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

Over

* bills, I Cant
afford NO other
bills

Denise Roberts
13714 Thrush St.
Green Bay, WI
54303

(920) 445-1745

2/15
Credit Management Control
RECOVERY SERVICES SINCE 1980

I Already Paid Biller
hosp. To. 23 Can I have my
money Back? My Accident
was Dec. 29th, I Barely
did any house work, I
THINK I deserve money
Back for Almost 2 Mo.
I haven't got my

Therapy bill yet! When
I get it, I'm gonna
send it to you, I live on Social
Security, After my house Pmt +
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Green Bay • 866.844.2358 • Fax: 920.435.6191
(over)

Credit Management Control

RECOVERY SERVICES SINCE 1980

1/5 I lost my house
for a week already
doing my chore
a flower

1/8 I lost a Dish
water at lower, Dish
laundry, Dish
wash floor, Dish + 3

1/8 I lost a Dish
water at lower
Dish
Dish
Dish

1/5 I lost on the couch
a week already
believe to sleep on my back
I have

1/6 My left leg my hde thigh
is shaking (inside, you can't see it)

1/6 I have been taking Tylenol
every 4 hours - its 4 times a day
its gone - I had to by another day

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Green Bay • 866.844.2357 • Fax: 920.435.6191

Credit Management Control

RECOVERY SERVICES SINCE 1980

1/8 I went to
without get an MRI
had to pay \$6 for my b
(Red Cross)

1/8 My house looks like
shit because I can't do
no house work. My husband
hard at work - So I do Not expect

him to come home 1 week AGAIN

1/8 My thigh + Grain have been
in pain for 5 days

1/8 I forgot to write this - I have
2 days, when my husband is gone.
Ward I have to take them out, w
they want to go out -

1/9 I have a regular check up
on 1/15 So I called and have m
Dr. check ~~with~~ ^{high} a grain

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RECOVERY SERVICES SINCE 1980

1/9 I forgot to write - Every
Thursday I vacuum
1/10 I DID NOT notice
morning - I never
slept in my
bed because
1/10 I have been taking Sleep-Aid
for over 2 weeks
my husband has been taking Sleep-Aid
1/10 I have been taking Sleep-Aid
for over 2 weeks
my husband has been taking Sleep-Aid
1/10 I have been taking Sleep-Aid
for over 2 weeks
my husband has been taking Sleep-Aid

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1/10 I DID NOT notice
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Thursday I vacuum
1/10 I DID NOT notice
morning - I never
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bed because
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my husband has been taking Sleep-Aid
1/10 I have been taking Sleep-Aid
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my husband has been taking Sleep-Aid

1/10 I forgot to write - Every
Thursday I vacuum
1/10 I DID NOT notice
morning - I never
slept in my
bed because
1/10 I have been taking Sleep-Aid
for over 2 weeks
my husband has been taking Sleep-Aid
1/10 I have been taking Sleep-Aid
for over 2 weeks
my husband has been taking Sleep-Aid

Credit Management Control

RECOVERY SERVICES SINCE 1980

1/15 I am almost empty
on my Tylenol AGAIN!
24 tylenol 4 times a day.

1/16 My left thigh hurts
SOOOOOO Bad.

1/16 I have 4 Tylenol left
my husband went to get me a
Nother Tylenol... This is my
3rd Tylenol. They are \$3.99 each

I live on Social Security and
I live on BROKE.
I took a Sleep-Aid
3:38 AM I took a Sleep-Aid

1/16 I took a Sleep-Aid
at 1:30 AM when my husband
came home and I am in
Couch yet I am in

on the couch yet I am in
PAIN!!

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1/27 I always forget to write this
 I was almost every day
 I was almost sleeping on
 BECAUSE I'm in Pain yet
 I have another sleeping
 1/28 I only have 4 left bar
 PILL - I only have 4.99 +
 2 more days they were 4.99 +
 I have left in my checking
 account 300.00 I spent
 next mo. on the 3rd I spent
 way to much of my money
 because NO one felt like pulling
 some salt out I 6.
 1/30 Thanks to my Therapy, my
 leg feels somewhat better

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1/30 I've been over a month
 since I did housework. I
 CAN NOT afford a maid
 and house looks like shit!!
 I have to keep going to
 therapy, My Therapist
 told me But I can't afford
 it.
 1/31 My Left leg hurts so bad!!
 It's my thigh!!
 2/2 The hospital came me a Brace
 I wear it Almost Everyday But
 today ALL DAY!!

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Perform
People
Power
Perform
Credit Management Control
RECOVERY SERVICES SINCE 1980

2/2 I got a check for
the hospital at Sheboygan
and I REFUSE to pay her
this. I got the bill from Green
Bay. Medicare paid 80% + I paid
the rest. I would love to get paid
back for the 70 that I didn't
have to pay. When I got the bill
from therapy, I would love
to be paid back, BECAUSE if
the police would have put call
on me, I am, NO one would
have had this ~~problem~~ problems
2/5 I opened another sleep-aid
+ Tylenol. When I get
cills therapy, I need it to

Credit Management Con.
RECOVERY SERVICES SINCE 1980

you. I would NOT
come to therapy, 36 this
Did NOT happen.
11:30 PM
2/5 - My Back has been hurting
so bad for the
I to been over a month + why is
lower pain NOW??

2/6 Any Questions - My Ther-
apists is ~~Nathan~~ at Bellin
1630 Commandy Ave - Green Bay, WI.
54303 (920) 430-4700

2/6 I am in so much pain
Because I made supper for 3
days. I wanna get back like
I used to.

2/6 I'm taking sleeping pills
again. I had to buy another
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Credit Management Control

RECOVERY SERVICES SINCE 1980

2
from when I fell down
I refuse to pay BECAUSE
I can't afford it.
2/23 I have not got my Therapy
bill yet. Medicare pays 80%
and I am NOT gonna pay
the rest. My brother works
for a company that he went
to 8 states already. They
have awesome Lawyers and
he told me, If there is any
problems let him know.
I have done a
little house work for 2
months. Denise

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2/18 Out of Sleep-Aid 5.99 +
Tylenol (I can't remember) 3.99
each 99

2/20 at 4:30 this morning
when my husband left for work
I took Sleep Aid Pills, I'm
Still In Pain so I took another
Pills at 6 AM.

2/21 The Same Thing as yesterday
But today is worse! Yesterday
I ran errands with my husband
Not Now! I'm still in my room.

2/22 got a call from Belin

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SHEBOYGAN COUNTY VICTIM INFORMATION

Agency No: 012-25396

Date of Offense: 12/29/12

Name of Offender(s): _____

- ☐ UNKNOWN/NO ARREST (Contact law enforcement agency for follow-up arrest information)
- ☐ JUVENILE OFFENDER: First Name: _____ Last Initial: _____ DOB: _____
 *(For further information on juvenile offenders, contact the Juvenile Intake Office listed below)
- | | |
|---|--|
| ☐ Sheboygan Police Department
(920) 459-3333
1315 N. 23 rd Street Suite 101
Sheboygan, WI 53081 | ☐ Sheboygan Falls Police Department
(920) 467-7902
375 Buffalo St. / P.O. Box 186
Sheboygan Falls, WI 53085 |
| ☐ Sheboygan County Sheriff's Department
(920) 459-3111
525 North 6 th Street
Sheboygan, WI 53081 | ☐ Kohler Police Department
(920) 459-3877
319 Highland Drive
Kohler, WI 53044 |
| ☐ Plymouth Police Department
(920) 893-6541
128 Smith St. / P.O. Box 218
Plymouth, WI 53073 | ☐ Elkhart Lake Police Department
(920) 876-2244
51 North East St. / P.O. Box 578
Elkhart Lake, WI 53020 |
| ☐ Cascade Police Department
(920) 528-8642
301 First Street
Cascade, WI 53011 | ☐ *Sheboygan County Health & Human Services
Juvenile Court Intake
(920) 459-6418
1011 North 8 th Street
Sheboygan, WI 53081
Weekdays: 8:00 a.m.-12:00 p.m. & 1:00-5:00 p.m. |
| ☐ WI State Patrol
(920) 929-3700
P.O. Box 984
Fond du Lac, WI 54936-0984 | |
- Handwritten notes:*
 2010-2011
 Cops in
 Yellow B. Book
 828
 Center Ave

- To receive information on release of offender from jail: Sheboygan County Jail (920) 459-1300
- To receive information on release of juvenile offender: Sheboygan County Juvenile Detention Center (920) 459-6457

If you receive threats or intimidation from anyone after reporting a crime, you should make contact with the law enforcement agency that took the initial report.

IF YOU FEEL YOU ARE IN IMMEDIATE DANGER USE THE EMERGENCY 9-1-1 NUMBER FOR ASSISTANCE

- If your case has been referred to the District Attorney's Office, you will be contacted when a charging decision is made. For information about your rights as a crime victim, to request information or notices about court proceeding, or to request an opportunity to speak with the prosecutor of the case, after a charging decision has been made, **contact the Victim/Witness Coordinator**, at 615 North 6th Street, Sheboygan, WI 53081, (920) 459-3099.
 Sheboygan County District Attorney's Office
 615 North 6th Street
 Sheboygan, WI 53081
 (920) 459-3040

NOTIFY THE DISTRICT ATTORNEY'S OFFICE IF YOU HAVE A CHANGE OF ADDRESS OR PHONE NUMBER

St. Nicholas Emergency Department

Phone: 920-459-4760

Fax: 920-451-7285

Roberts, Denise K**MRN: 36137249**Department: **St. Nicholas Emergency Department**Date of Visit: **12/29/12**

Your diagnoses were Blunt head injury and Knee sprain.

Tests performed during your visit today[Expand](#) | [Hide](#)

Start
12/29/12 2147 **XR KNEE+SUNRISE LT 3V** 1 time imaging, STAT

Ordered
12/29/12 2146

You were seen by Robert G Zick, MD.

Follow-up Information**Follow up with SCOTT T GLAESER. (wear knee immobilizer rtn if worse symptoms don't mix tylenol and norco)**

Contact information:

2920 North Superior Avenue
Sheboygan Wisconsin 53081-1944
920-458-3791

Allergies as of 12/29/2012

No Known Allergies

Your Medications**Continue These Medications Which Have Not Changed****AMITRIPTYLINE (ELAVIL) 10 MG TABLET****Take 10 mg by mouth nightly.**

Start Date: --

End Date: --

MELOXICAM (MOBIC) 7.5 MG TABLET**Take 7.5 mg by mouth daily.**

Start Date: --

End Date: --

NEURONTIN 300 MG OR CAPS**1 CAPSULE 4 TIMES DAILY**

Start Date: 08/09/07

End Date: --

VITAMIN B COMPLEX OR TABS**None Entered**

Start Date: --

End Date: --

Facility Administered Medications

Date/Time	Order	Dose	Route	Action
12/29/2012 2303	hydrocodone-acetaminophen (NORCO) 5-325 MG tablet 1 tablet	1 tablet	Oral	Given

Discharge Instructions**Cognitive Disorders following Traumatic Brain Injury****WHAT YOU SHOULD KNOW:**

- A traumatic brain injury (TBI) can be caused by a fall or accident, or by being hit on the head by a hard object. When a person's head is moved forcefully, the brain can hit against the inside of the skull and be damaged. The skull is made up of the bones of the head, which enclose and protect the brain. Falls and other accidents can cause skull bones to break. If the brain hits against broken pieces of the skull, it can be damaged. Signs and symptoms may include headaches, dizziness, and loss of consciousness (being unable to be woken up). A TBI may be mild, moderate, or severe (very bad). This rating depends on if and how long you were unconscious, and the problems that you have after the TBI.
- A TBI can damage the parts of the brain that help a person think and remember, causing a cognitive

Roberts, Denise K
CSN: 25474246
MRN: 36137249 Female
DOB: 04/29/1965 Adm: 12/29/2012



ROBERTS, DENISE KAY 4/29/1965 (47 yrs)
MRN: E11843968 CSN: 69520160 Female
Admit: 1/7/2013
Att. Prov.: GAST, JAMES W
Unit:

bellinhealth

PO BOX 22487

Green Bay, WI 54305-2487

920-445-7210

Responsible Party: Denise Kay Roberts

Statement Date: 02/14/13

Date of Service	Description	Charges	Insurance Pmts/Adjs	Patient Pmts/Adjs	Patient Balance
2200958499	ROBERTS, DENISE KAY OUTPATIENT BELLIN HOSPITAL AND CLINICS				
01/08/13	MAGNETIC RESONANCE IMAGING, GENERAL	2,552.00			
	MEDICARE Adjustments		-2,222.06		
	MEDICARE Payments		-153.41		
	Deductible: 76.77				
	Coinsurance: 99.76				
	Totals	2,552.00	-2,375.47	0.00	176.53
	Patient Balance				176.53
Balance Due					176.53

Total Amount Due on 03/07/13: \$176.53

Your insurance has finished processing claim(s) - please send payment by 03/07/13

*I didnt pay this!**I cant afford Denise***bellinhealth**

PO BOX 22487

Green Bay, WI 54305-2487

920-445-7210



Pay Your Bill Online:

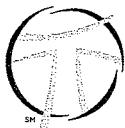
Pay your bill online. Go to www.bellin.org/quickpay.

Account ID	Due Date	Amount Due	Amount Paid
1584762	03/07/13	\$176.53	



0180

DENISE KAY ROBERTS
1374 THRUSH ST
GREEN BAY, WI 54303Bellin Health
PO Box 22487
Green Bay, WI 54305-2487



**St. Mary's
St. Vincent
St. Nicholas**

AFFILIATES OF HOSPITAL SISTERS HEALTH SYSTEM
PO Box 13508 Green Bay, WI 54307



If you have questions on your statement please call:
Green Bay Local: (920) 433-8122 Toll Free: (800) 211-2209

HOSPITAL STATEMENT

Addressee:

Page 1

DENISE K ROBERTS
1374 THRUSH ST
GREEN BAY WI 54303-3721

If Paying By Credit Card, Fill Out Below

Statement Date
01/31/2013

Check credit card
using for payment



Card Number

Security Code

Signature

Exp. Date

Due Date
02/25/2013

Guarantor Number
592275

Pay This Amount
\$133.26



Pay Your Bill Online:
Coming Soon



Show Amount Paid Here

Please make checks payable and remit to:

HSBS DIVISION EASTERN WISCONSIN
25870 NETWORK PLACE
CHICAGO, IL 60673-1258

☐ Check box if address or insurance has
changed and update on back

9200059227500000000133261

myEasyMatch Code: P-CQWSX-17122-VHTQDN

Please detach and return top portion with payment.

Guarantor Number	Account Name	Statement Date	Due Date
592275	ROBERTS,DENISE K	01/31/2013	02/25/2013

DATE	DESCRIPTION	CHARGES	PAYMENTS	ADJUSTMENTS	PATIENT BALANCE
12/29/12	Visit #1231560 - ROBERTS,DENISE K St. Nicholas Hospital	\$2,734.10	\$312.91	-\$2,287.93	\$133.26

MESSAGE:

BALANCE DUE

\$133.26



**St. Mary's
St. Vincent
St. Nicholas**

AFFILIATES OF HOSPITAL SISTERS HEALTH SYSTEM



PO BOX 22487
Green Bay, WI 54305-2487
920-445-7210



Responsible Party: Denise Kay Roberts

Statement Date: 01/14/13

Date of Service	Description	Charges	Insurance Pmts/Adjs	Patient Pmts/Adjs	Patient Balance
2200951863	ROBERTS, DENISE KAY OUTPATIENT FMC ASHWAUBENON				
01/04/13	OFFICE/OUTPT VISIT, EST, LEVL III MEDICARE Adjustments	144.00	-73.77		
	Totals	144.00	-73.77	0.00	70.23
	Patient Balance				70.23
Balance Due					70.23

Total Amount Due on 02/04/13: \$70.23

Your insurance has finished processing claim(s) - please send payment by 02/04/13

COPY



PO BOX 22487
Green Bay, WI 54305-2487
920-445-7210



Pay Your Bill Online:

Pay your bill online. Go to www.bellin.org/quickpay.

They needed it
to be payed for
I payed it off
Can I have my
money payed
Back to me?
COPY

Account ID	Due Date	Amount Due	Amount Paid
1584762	02/04/13	\$70.23	



0147 DENISE KAY ROBERTS
1374 THRUSH ST
GREEN BAY, WI 54303

Bellin Health
PO Box 22487
Green Bay, WI 54305-2487

II

R. O. No. _____ - 12 -13. By PURCHASING AGENT. March 4, 2013.

Submitting an evaluation of Request for Bids #1734-13-2 received on February 21, 2013 for the purchase of TWO (2) Hybrid Dual- Fuel Vehicles for the Wastewater Treatment Facility.

4WD Pickup with Plow and Salter (Dual-Fuel Hybrid)
(Lead time 5 to 6 months)

<u>BIDDER</u>	<u>MAKE/MODEL</u>	<u>DELIVERED PRICE</u>
Sheboygan. Chevrolet	Chevrolet Silverado	\$ 44,144.44
Ewald's Hartford		
Ford	Ford F-250	\$ 43,616.50
Badger Truck Center	Ford F-250	\$ 44,151.50

Ford Transit Connect Passenger Wagon (Dual-Fuel Hybrid)
(Lead time is 8-9 Months)

Ewald's Hartford		
Ford	2013 Transit Connect	\$ 33,944.50
Badger Truck Center	2013 Transit Connect	\$ 32,574.50
Ewald's Hartford Ford		
(Alternate)	<u>New</u> 2012 Transit Connect	\$ 33,174.50

The recommendation on the pickup truck is to purchase the vehicle and equipment as bid by Ewald's Hartford Ford. In regard to the Transit Connect, given the long lead time, we are hereby recommending that the City purchase the existing 2012 vehicle, so as to enjoy the economic and environmental benefits immediately.

Both vehicles will replace existing vehicles that will be sold at auction at a later date. All prices include license and title.

Respectfully submitted,

Bernard R. Rammer



Res. No. _____ - 12 - 13. By Alderperson Hammond. March 4, 2013.

A RESOLUTION PROVIDING FOR THE SALE OF \$3,000,000 WATER UTILITY REVENUE BONDS, SERIES 2013.

WHEREAS, on December 17, 2012, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Initial Resolution") authorizing the issuance of water utility revenue bonds for the purpose of paying or reimbursing the costs of constructing, extending, adding to and improving the Water Utility, including financing a wash tank and water main projects (the "Project"); and

WHEREAS, the Common Council of the City hereby finds and determines that water utility revenue bonds in the amount of \$3,000,000 should be issued pursuant to the Initial Resolution to pay the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Bonds. The bonds authorized by the Initial Resolution shall be designated "Water Utility Revenue Bonds, Series 2013" (the "Bonds") and issued in the amount of \$3,000,000 for the purpose above specified.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Official Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete, Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the Common Council shall consider taking further action to provide the details of the Bonds and to award the Bonds to the lowest responsible bidder therefor.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 4th day of March, 2013.

Dated March _____, 2013. _____, City Clerk

Approved March _____, 2013. _____, Mayor

III

Res. No. _____ - 12 - 13. By Alderperson VanderWeele. March 4, 2013.

A RESOLUTION authorizing the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to quasi-judicial hearings regarding the suspension/revocation of Taxicab Business License No. 2846-Abby Taxi (Christine A. Stangel, Agent), Taxicab Business License No. 2525-All Star Taxi I (Jose A. Razo, Agent) and Taxicab Business License No. 2847-VIP Taxi LLC (Abraham Loya, Agent), and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to quasi-judicial hearings regarding the suspension/revocation of Taxicab Business License No. 2846-Abby Taxi (Christine A. Stangel, Agent), Taxicab Business License No. 2525-All Star Taxi I (Jose A. Razo, Agent) and Taxicab Business License No. 2847-VIP Taxi LLC (Abraham Loya, Agent), and authorizing payment for said services.

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized and directed to draw on the City Attorney's Judgments & Settlement Expense Account No. 10119100-590400 in payment for said services.

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. _____ 12 - 13. By Alderperson Hammond, Dekker, Carlson and
Donohue. March 4, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013
Budget.

RESOLVED: That the Finance Director be and is hereby authorized and
directed to make the following transfers of appropriations in the 2013
Budget for the purposes of:

Establishing estimated revenue and appropriation for grant from the
Wisconsin Department of Justice for Police Strategies for Recorded
Interview training:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Police Department	Police Department	
State Grant	Training	
10121100-434201	10121100-526130	\$5,500

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. _____ - 12 - 13. By Alderperson Hammond. March 4, 2013.

A RESOLUTION AUTHORIZING AMENDMENTS TO \$2,750,000 CITY OF SHEBOYGAN, WISCONSIN INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2010 (TORGINOL, INC. PROJECT) ISSUED ON DECEMBER 30, 2010.

WHEREAS, the City of Sheboygan, Wisconsin (the "Issuer") has heretofore entered into a Bond Agreement (the "Bond Agreement") by and among the Issuer, Torginol, Inc., a Wisconsin corporation (the "Borrower"), U.S. Bank National Association, as original purchaser (the "Original Purchaser"), and U.S. Bank National Association, as trustee (the "Trustee") dated December 1, 2010, relating to the issuance of \$2,750,000 City of Sheboygan, Wisconsin Industrial Development Revenue Bonds, Series 2010 (Torginol, Inc. Project) (the "Original Bonds"); and

WHEREAS, the Issuer loaned the proceeds of the Original Bonds to the Borrower for the purpose of financing a project on behalf of the Borrower consisting of the (i) acquisition of an approximately 100,000 square foot facility located at 4617 South Taylor Drive in the City of Sheboygan, Wisconsin (the "Facility") to be used by the Borrower to manufacture specialty coating and resinous flooring media, (ii) acquisition and installation of equipment at the Facility, (iii) rehabilitation of the Facility and (iv) payment of professional fees and costs; and

WHEREAS, the Borrower and the Original Purchaser wish to amend the interest rate provisions of the Original Bonds pursuant to the First Amendment to Bond Agreement dated as of March 1, 2013 (the "Amendment"), and to give effect to such modification, the Borrower and the Original Purchaser have requested the Issuer to reissue the Original Bonds (as reissued, the "Bonds"); and

WHEREAS, it is a requirement of the Bond Agreement that any such amendment of the Bond Agreement be approved by the Issuer.

NOW THEREFORE, BE IT RESOLVED by the governing body of the Issuer as follows:

Section 1. Findings and Determinations.

It is hereby found and determined that under the provisions of the Act, the Bonds shall remain limited obligations of the Issuer, and the Bonds do not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against its general credit or taxing powers or a pecuniary liability of the Issuer.

Section 2. Approvals and Authorizations; Authentication of Transcript.

2.01. There is hereby approved the reissuance by the Issuer of its industrial development revenue bonds in an aggregate principal amount not to exceed \$2,598,875, for the purpose of refunding the Original Bonds, which is treated as a current refunding for purposes of federal income tax.

2.02. The Amendment is hereby approved. The Mayor and the City Clerk are hereby authorized and directed in the name and on behalf of the Issuer to execute the Amendment, to which the Issuer is a party, and either one of them or both of them are authorized and directed to execute such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's counsel and bond counsel, including an Internal Revenue Service Form 8038.

2.03. The Issuer shall proceed to reissue the Original Bonds, which reissued Bonds shall be in the form and upon the terms set forth in the Amendment, which terms, including without limitation, interest rates, redemption provisions and maturity, are for this purpose incorporated in this resolution and made a part hereof. The Mayor and the City Clerk are authorized and directed to execute and seal the Bonds as prescribed in the Amendment and to deliver them to the Trustee (together with a certified copy of this resolution and any other documents required by the Indenture) for authentication and delivery to the Trustee.

2.04 The Issuer hereby elects to have the provisions of Section 144(a)(4)(A) of the Internal Revenue Code of 1986, as amended, apply to the Bonds.

2.05. The Mayor, the City Clerk and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

2.06. The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's counsel and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

2.07. The Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Issuer has pledged and assigned to the Trustee all of its right, title and interest in and to the trust estate described in the Bond Agreement.

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. _____ - 12 - 13. By Alderperson Heidemann. March 4, 2013.

A RESOLUTION requiring a two-thirds vote for adoption of new fees and increases or extensions of existing fees by the Common Council.

WHEREAS, as a result of the state-imposed constraints on municipal tax levy increases the City of Sheboygan has been facing for the past several years, there appears to be a growing tendency to find ways to increase revenues by circumventing the tax levy constraints; and

WHEREAS, it is in the best interests of the taxpayers of the City of Sheboygan that it be made more difficult for the Common Council to circumvent tax levy limitations by adopting new fees and increasing or extending existing fees which further burden City residents; and

WHEREAS, requiring an affirmative vote of two-thirds of the membership of the Common Council for adoption of new and increased fees will promote the public policy of limiting the increased financial burden of government on its citizens.

NOW, THEREFORE, BE IT RESOLVED: That all new fees or increases or extensions of existing fees proposed to the Common Council, which are not mandated by the state or federal government, shall require an affirmative vote of two-thirds of the entire membership of the Council for adoption.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Res. No. _____ - 12 - 13. By Alderperson Heidemann. March 4, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (2) dual-fuel hybrid vehicles for the Wastewater Treatment Facility.

WHEREAS: The City is well aware of advances in hybrid vehicle technology to allow for engines to use either gasoline and/or compressed natural gas that allow for cleaner, more efficient vehicle operation and;

WHEREAS: The Public Works Committee included adequate funding in the 2013 budget for the purchase of these hybrid vehicles for the Wastewater Treatment Facility and these vehicles were put to public bid and:

WHEREAS: The bids received from solicitation #1734-13-2 have been reviewed and the bids have been confirmed to meet all specifications and will result in both an economic savings and increased awareness of environmental responsibility:

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Ewald's Hartford Ford. Inc. for the purchase of two vehicles as specified including license and title;

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders in the amount of \$76,791.00 on the 2013 Wastewater Treatment Facility Budget Account #60138300-641100 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

VI

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. March 4, 2013.

Your Committee to whom was referred R. O. No. 184-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9779 be denied based on her failure to accurately all relevant convictions on her application, record of violations related to the licensed activity and 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

II

Other Matters

10.1

R. O. No. 184 - 12 - 13. By CITY CLERK. November 5, 2012.

Submitting various license applications for the period ending June 30, 2013 and June 30, 2014.

Law & Ric
11/19/12 - grant all lic. except hold
Lakeview Bar, Benninghaus, Ehn, Gustafson, De Groat,
Schroeter, Schwinn, Ramirez, Reseburg, Correa,
Lyons, Miller, Orr, Villarreal, deny Lyons, hold Gustafson,
Schroeter, Schwinn, Ramirez, Correa, City Clerk
12/3/12 - deny Lyons, hold Gustafson,
Schroeter, Schwinn, Ramirez, Correa,
De Groat, Reseburg, Villarreal
12/17/12 - deny
Gustafson, Villarreal, Benninghaus,
Benninghaus, Ramirez, De Groat,
Correa & hold Reseburg.
3/4/13 - deny Reseburg

CLASS "A" FERMENTED MALT BEVERAGE (June 30, 2013)

No.	Name	Address
2940	Kulwinder Food Mart I	905 Indiana Ave.

"CLASS B" LIQUOR LICENSE (June 30, 2013)

No.	Name	Address
2942	Lakeview Bar	434 Pennsylvania Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

No.	Name	Address
9737	Ames, Samuel D.	2323 S. 11 th St.
9783	Bakewell, Brianna L.	1312 N. 15 th St.
9776	Benninghaus, Thomas R.	1411 N. 28 th St.
9775	Burkart, Megan N.	1936 Cty Rd. C, Plymouth
9770	Calina, Flavia G.	4933 Grey Fox Dr.
9771	Calina, Ricardo D.	4933 Grey Fox Dr.
9773	Ditter, Tasha M.	2505 Elm Ave.
H 9786	Ehn, Heather A.	W211 N 11807 Hilltop Cir., Germantown
4898	Evans, Michael J.	1821 Calumet Dr., #2
9787	Freyberg, Matt R.	2231 N. 36 th St.
9767	Gahagan, Rachel M.	3619 Deer Valley Dr.
9769	Gerth, Katie L.	123 Cherry St., Sheboygan Falls
9782	Gorell, Caylon E.	1204 N. 5 th St.
9772	Griego, Lori L.	113 Bryant Ct., Sheboygan Falls
H 9676	Gustafson, Hanna J.	3944 N. 28 th St.
9778	Heinrich, Jennifer L.	116 Ashland Ct., Sheboygan Falls
9788	Koehl, Heather J.	699 River Oaks Dr., Sheboygan Falls
D 9781	Lyons, Jesicca N.	1009A Huron Ave.
9784	Mueller, Alexandra P.	1516A Erie Ave.
H 7934	Schroeter, Eric S.	5430 Moenning Rd.
H 9780	Schwinn, April M.	1324 Michigan Ave.
9768	Stubbs-Wirtz, Samantha	W5973 Pheasant Lane, Plymouth

102

II

straight line

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
H 9789	Bergin, Chantel C.	508 Niagara Ave.
9790	Butts, Constance B.	729 Kentucky Ave.
9777	Cronen, Robert J.	1512 Martin Ave.
H 7788	DeGroat, Shawn	1614 S. 9 th St.
3490	Miller, Lee A.	833 Huron Ave.
9766	Orr, Danette F.	913 S. 17 th St.
H 9491	Ramirez, Regina R.	1218 Superior Ave.
H 9779	Reseburg, Kara L.	1326 N. 12 th St.
H 9774	Rodriguez Correa, Angel Noe	1020 Union Ave.
H 7760	Villarreal, Brenda J.	2515 S. 7 th St.

VI

R. C. No. _____ - 12 - 13. By PUBLIC WORKS. March 4, 2013.

The Public Works Committee met and discussed R. O. No. 281-12-13 by the Purchasing Agent regarding the status of the vacant shanty structure located at 705 Riverfront Drive and determined a deadline of April 1, 2013 to demolish the building if no interested parties come forward before that date with necessary funding for repairing the structure.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.1

R. O. No. 281 - 12 - 13. By PURCHASING AGENT. February 18, 2013.

Submitting a report from the Purchasing Agent relative to the vacant Shanty structure located at 705 Riverfront Drive.

At the October 1, 2012 meeting, the Common Council denied a resolution to transfer the property from the City to the Redevelopment Authority. At that time, discussion was held about a prominent business owner that was interested in rehabilitating the structure.

On October 15, 2012, the Common Council approved a resolution authorizing the purchasing agent to prepare and issue a request for proposals for rehabilitation of the City-owned shanty building at 705 Riverfront Drive.

The Purchasing Agent developed a Request for Interest and published an advertisement in the Sheboygan Press on October 26, 2012, October 31, 2012, November 5, 2012 and November 12, 2012. Only one interested party submitted a letter of interest. Please note that the City is only required to publish such a notice two times under current ordinance.

On Friday, November 11, 2012, City staff met with the interested parties. At this meeting it was determined that the interested party was proposing to develop the property into a micro-brewery. However, in order to complete the project, the party would need to apply for a Federal license which can take up to one year and also obtain the necessary capital from potential investors.

On December 7, 2012, the Purchasing Agent issued a letter to answer the written notice of interest. In order to assist the start-up business owners, the following milestones were developed:

- Provide a comprehensive business plan with projections for 3-5 years.
- Provide corporate or personal financial statements for review.
- Prepare plans for rehabilitation
- Submit an offer to purchase
- A completed timeline of the project.

None of the preceding items were submitted for review.

On February 10, 2013, an email was received from the interested party stating they will be unable to raise the necessary capital for the project and therefore are not interested in pursuing rehabilitation of the structure followed by Establishment of a micro-brewery.

*Pub. Notes.
April 1, 2013
deadline.
or demolish.*

The Common Council is being requested to determine the next steps with regard to this structure. City staff herewith offer the following options:

1. Dedicate funding to rehabbing the structure for a new tenant to lease the facility;
2. Demolish the building for new development on the site;
3. Repair broken windows and correct other building code violations and let the building vacant until someone comes forward.
4. Continue to search for an interested party willing to undertake a project of this magnitude.
5. Other

At this stage, City Staff is in need of direction on this matter. While structurally "stable" for the short term, the structure continues to deteriorate and presents a less than optimal impression of the Riverfront District.

Purchasing Agent

VI

R. C. No. _____ - 12 - 13. By PUBLIC WORKS. March 4, 2013.

Your Committee to whom was referred R. O. No. 282-12-13 by the City Clerk, submitting a communication from Patrick Carroll requesting permission from the Department of Public Works Committee to set up a kiosk to operate a rental business for small boats and sell miscellaneous items in Deland Park for 2013; recommends that the document be accepted and placed on file and to approve the request contingent on the details will worked out with the staff of the department.

_____	_____
_____	_____
_____	_____

Committee.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

9.1

R. O. No. 282 - 12 - 13. By CITY CLERK. February 18, 2013.

Submitting a communication from Patrick Carroll requesting permission from the Department of Public Works Committee to set up a kiosk to operate a rental business for small boats and sell miscellaneous items in Deland Park for 2013.

*Pub Wks.
Ac + file
& approve &
work out details w/ staff*

Susan Richards

City Clerk

FEB 15 '13 AM 10:46

February 12, 2013

Sue Richards
City Clerk & the Common Council
828 Center Avenue
Sheboygan, WI 53081

Dear Sue,

I am writing to request permission from the Department of Public Works Committee to operate a rental business for small boats in Deland Park for 2013. This type of business will draw more tourists to the lakefront, and help to portray Sheboygan as an active community.

The business will operate out of a portable tent-style kiosk so as to leave no permanent effect on the beachfront area. I will have 2 to 5 sailboats and kayaks available to rent, and will sell small items such as sunscreen, sunglasses, and bottled water from the kiosk. The intended hours of operation will be from 9:00am to 7:00pm so as to not exceed the hours that Deland Park is open to the public. The tent and the boats will be taken away at the end of each day, and the surrounding beach area will be thoroughly cleaned to eliminate any risk of litter. The boats will be either carried or moved on beach friendly dollies back to the trailer so they can be stored at a private location when the business is not open.

The area I plan for the business to set up each day is directly East of Erie Avenue in Deland Park approximately 30 feet from the shoreline. The boats will be pulled up on the sand when not in use. I have the proposed area marked in the map below.

The first of these is the fact that the number of people who are employed in the service of the government is increasing at a rapid rate. This is due to the fact that the government is expanding its activities in many fields, and is therefore requiring more personnel to carry out its functions.

Another factor which contributes to the increase in government employment is the fact that the government is becoming more and more involved in the economic life of the country. This is due to the fact that the government is taking an increasing interest in the production and distribution of goods and services, and is therefore requiring more personnel to carry out its functions. This is also due to the fact that the government is becoming more and more involved in the social life of the country, and is therefore requiring more personnel to carry out its functions.

The third factor which contributes to the increase in government employment is the fact that the government is becoming more and more involved in the cultural life of the country. This is due to the fact that the government is taking an increasing interest in the arts and sciences, and is therefore requiring more personnel to carry out its functions.

It is thus seen that the number of people employed in the service of the government is increasing at a rapid rate, and this is due to the fact that the government is expanding its activities in many fields, and is therefore requiring more personnel to carry out its functions.

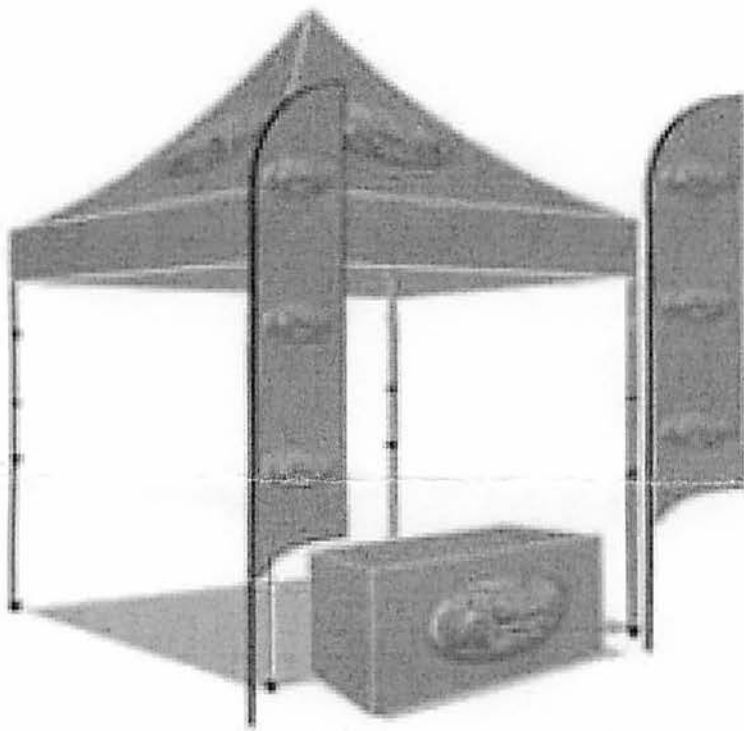


I have been in contact with Amy Wilson and Chad Pelishek from the Sheboygan Tourism Board; they, as well as David Biebel the Director of Public Works, and Sail Sheboygan support my efforts and believe that this business with the proper approvals and licenses will be a valuable asset to the Sheboygan Lakefront.

The business will maintain liability insurance and make sure that all legal considerations and Coast Guard regulations will be addressed and observed. There will always be at least one employee staffing the kiosk at all times, and a two-way radio in each boat to assist in the event of an emergency. A proper life vest will be provided and required for each customer that uses the boats. I also intend to obtain the Transient Merchant License if that is required.

In addition to the boat rental service, the sale of merchandise such as sunglasses, sunscreen, towels, bottled water, and soda will enhance experience of Sheboygan beachgoers whether they are local residents, or tourists from out of town.

I have a picture of what the tent will look like on the next page.



If this letter could be forwarded to the Public Works Committee that would be appreciated. Please feel free to contact me if you have any questions or require alternative options. I currently live in Salt Lake City, but I am available for a conference call at the committee level to respond to any questions, or provide any information that is needed. My contact information is provided below.

Thank you for your time.

Sincerely,

Patrick Carroll
270 North 200 West #4
Salt Lake City, UT
84103
385-259-9628
Sp88carroll@yahoo.com

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. March 4, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 263-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9865 be denied based on her failure to accurately reveal all relevant convictions on the applications, record of violations related to the licensed activity and a negative recommendation from the Sheboygan Police Department.

_____	_____
_____	_____
_____	_____
	Committee.

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

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

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. March 4, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 263-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #9873 be denied based on his failure to accurately reveal all relevant violations on the application and record of violations related to the licensed activity.

_____	_____
_____	_____
_____	_____
	Committee.

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

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

VII

R. C. No. _____ - 12 - 13. By SALARIES AND GRIEVANCES. March 4, 2013.

Your Committee to whom was referred R. C. No. 335-12-13 by Salaries and Grievances and Res. No. 117-12-13 by Alderpersons Bohren, Heidemann, Versey and Wangemann extending the staffing level limitation now in place for sworn firefighters in the Sheboygan Fire Department for four (4) additional years; recommends that the documents 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

VII

5.1

R. C. No. 335- 12 - 13. By SALARIES AND GRIEVANCES. January 21, 2013.

Your Committee to whom was referred Res. No. 117-12-13 by Alderpersons Bohren, Heidemann, Versey and Wangemann extending the staffing level limitation now in place for sworn firefighters in the Sheboygan Fire Department for four (4) additional years; recommends that the documents be placed on file.

*Bohren/Versey
re-refer to
Sal & Griev*

Cory Benda
Julie Kath
[Signature]
Committee

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

Dated _____ 20____, City Clerk

Approved _____ 20____, Mayor

III

5.4

Res. No. 117 - 12 - 13. By Alderpersons Bohren, Heidemann, Versey and Wangemann. December 17, 2012.

A RESOLUTION extending the staffing level limitation now in place for sworn firefighters in the Sheboygan Fire Department for four (4) additional years.

WHEREAS, by way of Res. No. 13-07-08 adopted May 29, 2007, the Common Council authorized the City of Sheboygan Fire Department to provide ambulance service beginning in 2008; and

WHEREAS, as part of said Resolution, the Common Council provided: "That beginning January 1, 2008 and ending December 31, 2012 that the Sheboygan Fire Department staffing levels be limited not to exceed the current 'Proposed Level.' This limit can only be altered, when and if, the geographic service area of the Sheboygan Fire Department for ambulance service is expanded and then must be approved with a 2/3 affirmative vote of the Common Council;" and

WHEREAS, the "Proposed Level" at the time was for 77 sworn firefighters; and

WHEREAS, the Common Council finds it to be in the best interests of the City to extend this staffing level limitation for an additional four (4) years.

NOW, THEREFORE, BE IT RESOLVED: That the Sheboygan Fire Department staffing limitation set forth in Res. No. 13-07-08 adopted May 29, 2007 is hereby extended an additional four (4) years beginning January 1, 2013 and ending December 31, 2016.

Set
file

BE IT FURTHER RESOLVED: That this limitation can only be altered, when and if, the geographic service area of the Sheboygan Fire Department for ambulance service is expanded and then must be approved by a 2/3 affirmative vote of the Common Council.

James A. Bohne
[Signature]
Wm F. Wengert

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

VIII

R. C. No. _____ - 12 - 13. By FINANCE. March 4, 2013.

Your Committee to whom was referred Res. No. 129-12-13 by Alderpersons Versey, Heidemann and Bohren stating that the City of Sheboygan shall not be allowed to create any new fees and/or increase existing fees unless the council gives a super majority vote; 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

III

4.3

Res. No. 129 - 12 - 13. By Alderpersons Versey, Heidemann and Bohren.
January 21, 2013.

A RESOLUTION that the City of Sheboygan shall not be allowed to create any new fees and or increase existing fees unless the council gives a super majority vote.

WHEREAS, by implementing this resolution the City of Sheboygan will not create new fees to fix budget deficits or increase existing fees to fix budget shortfalls,

WHEREAS, it is best for the taxpayers of the City of Sheboygan that there are no new fees or increase to existing fees unless passed by a super majority vote.

RESOLVED: With the budgetary constraints the City of Sheboygan has been facing for the past several years, this resolution will make sure the City of Sheboygan is held to a higher fiscal responsibility with not allowing new fees to burden the City residents without a super majority vote by the council.

*Amended
Jill*

James A. Bohren

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

76

Gen. Ord. No. - 12 - 13. By Alderperson Kath. March 4, 2013.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to establish the Use District Classification of recently annexed property located west of Taylor Drive and north of Indiana Avenue.

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

Section 1. Appendix A, Chapter 15, of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and establishing the Use District Classification of the following described annexed lands as Class PPUD Pre-Planned Unit Development Classification.

That plat of Schuchardt Area annexation parcel located in Sections 21 and 28, T15N, R23E

Schuchardt annexation description:

Lot 25 except the north 112', and all of lot 26 of the Plat of Greendale Park, and part of the NW ¼ of the SE ¼, part of the SE 1/4, part of the SW 1/4 of the SE ¼, part of the NE ¼ of the SW 1/4, part of the SE ¼ of the SW 1/4, all located in Section 21, Town 15 North, Range 23 East, also part of the NE ¼ of the NE 1/4, and part of the NE ¼ of the NW ¼, all located in Section 28, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the southwest corner of said section 21, thence N.87°50'19"E. along the south line of the SW ¼ of said section 21, 564.90' to the east line of Greendale road, said point being the point of beginning, thence N.00°44'43"E. along said east line 217.70', thence S.89°30'03"E., 757.66' to the west line of the east ½ of the SW ¼ of section 21, thence N.00°31'13"E. along said west line 1712.90' to a point 10' south of the south line of Erie Avenue, thence easterly 294.94' along the arc of a curve 10 feet south of and parallel to said south right of way having a radius of 1940.65' and a chord bearing N.77°58'12"E. 294.62' to a point 10 feet west of the west line of a certified survey map recorded in volume 13 of page 258 of certified survey's, thence S.00°16'21"E. 10 feet west of and parallel to the west line of said C.S.M. 674.13', thence N.85°08'16"E. 10 feet south of and parallel to the south line of said C.S.M. 1210.79' to a point 10' west of the southwesterly right of way for South Taylor Drive, thence S.32°44'10"E. parallel to said southwesterly line 93.39', thence S. 78°05'25"E. parallel to said southwesterly line 80.02', thence S.34°33'07"E. parallel to said southwesterly line 492.85', thence S.00°26'28"W. parallel to said southwesterly right of way 186.09', thence S.62°37'27"E. parallel to said southwesterly right of way 14.52', thence S.42°42'19"W. 481.55', thence S.01°16'53"W. 294.76 to the south line of the SE ¼ of said section 21, thence S.88°43'07"E. along said south line 310.00, thence N.01°16'53"E. 599.99', thence N.42°16'19"E., 55.81' to a point 10' southwest of the southwesterly right of way for South Taylor Drive, thence S.62°37'27"E. 10 feet southwesterly of said southwesterly line 128.01', thence S.34°34'43"E. 10 feet southwesterly of said southwesterly right of way line 236.15', thence N.55°26'47"E. 10.00' to the southwesterly right of way for South Taylor Drive, thence S.34°34'43"E. along said right of way

263.82', thence S.47°56'01"E. along said southwesterly right of way 129.27', to a point of non-tangent curve, thence southeasterly along said southwesterly line 385.17' along the arc of a curve to the right having a radius of 2078.59', a chord bearing of S.29°16'20.5"E. and a chord length of 384.62' to the east line of NW ¼ of the NE ¼ of said section 28, thence S.00°37'12"W. along said east line 1112.18' to the southerly line of the Union Pacific Railroad, thence N.76°17'45"W. along said southerly line 40.00', thence S.13°52'15"W. 215.00', thence S.22°18'15"W. 585.00 more or less to the centerline of the Sheboygan River, thence westerly along the centerline of said Sheboygan River to north line of Indiana Avenue, thence northwesterly along said north line of Indiana Avenue 442 feet more or less, thence N.83°12'46"W. along said north line 101.98', thence N.71°54'10"E. along said north line 510.01' to the point of curve of an arc with a radius of 2954.79' and a chord that bears N.80°03'53"W. 838.97', thence along the arc of said curve 841.82', thence N.33°41'32"W. along the north line of said Indiana Avenue 32.81', thence S.63°38'18"W. along said north line 58.46', thence S.47°59'20"W. along said north line 58.14' thence N.88°52'10"E. along said north line 61.80', thence S.81°28'57"W. along said north line 101.43', thence N.88°52'10"E. along said north line 85.84', thence N.01°07'50"E. 167.00', thence N.88°52'10"W. 280.00', thence S.01°07'50"W. 120.00' to the north right of way line for Indiana Avenue, thence N.88°52'42"W. along said north right of way line 184.15' to the southeast corner of a Certified Survey Map recorded in volume 15 page 330 of Certified Surveys, thence N.02°43'45"E. along the east line of said Certified Survey Map, 270.00', thence N.57°16'16"W. along the northeasterly line of said C.S.M. 544.05' extended to the north line of the Union Pacific Railroad, thence N.60°47'39"E. along said north line 52.91' to a point of curve to the right having a radius of 2365.02' and a chord bearing N.76°23'14"E. 1272.98', thence along the arc of said curve 1288.87', thence N.02°10'05"E. 734.36' to the north line of the NW ¼ of said section 28, thence S.87°50'19"W. along said north line 1095.50' to the point of beginning. except that portion taken for railroad right of way. Said tract contains 175.46 acres more or less.

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~II~~

Gen. Ord. No. - 12 - 13 . By Alderperson Roeseler. March 4, 2013.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add various positions to the Finance Department 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 in Section A.5. Department of Finance as follows:

Class Title

Job Code	Class Grade	NO. of Employees
----------	-------------	------------------

A. CITY HALL DEPARTMENTS

5. Department of Finance

Add:

Finance Manager/Treasurer	A06003D	14	1
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a. Accounting Division

Assistant Finance Manager/Treas.	B06031D	13	1
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Section 2. The new job descriptions for the Finance Manager/Treasurer and Assistant Finance Manager/Treasurer 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 job descriptions shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

**Finance Manager/Treasurer
Grade 14**

Code A06003D

Reports to:	Chief Administrator Officer	Department:	Finance
Classification:	Exempt	Division:	Non-Represented
Date:	March 4, 2013 to CC	Passed:	

Nature of Work:

Reporting to and directed by the Chief Administrative Officer, this position is also subject to legislative direction by the Common Council. Directs all activities of the Finance and Treasury Department; is responsible for municipal fiscal planning and controls by providing financial statements, analytical reports, cost studies, budgetary controls, and related managerial information; invests City funds; and performs related work.

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

- 1.* Develops and executes policies, rules, and regulations to improve the efficiency and effectiveness of the department.
- 2.* Develops and recommends to the Chief Administrative Officer and the Finance Committee fiscal and accounting policies and practices that will ascertain, maintain, and continually improve the City's financial position.
- 3.* Plans, assigns, and supervises the work of departmental employees so as to maintain an effective and efficient department.
- 4.* Develops and manages the annual operating and capital budgets for submission to the Chief Administrative Officer and Common Council and develops budgetary controls.
- 5.* Directs the planning and maintenance of schedules for all accounting, investments, and related reports in accordance with municipal requirements.
- 6.* Supervises the opening and closing procedures of the financial system, audits and examines the financial operations of City departments, and coordinates the financial audits to be conducted through contract.
- 7.* Develops and recommends an insurance program for the adequate protection of the City's properties, funds, securities, and other municipal exposure to liability, and insures that the City is properly reimbursed when losses arise.
- 8.* Invests City funds at the most advantageous rates and conditions, and gives advice relating to municipal bond issues.
- 9.* Is responsible for training and development of departmental personnel, develops and prescribes work methods and procedures to be followed by employees of the department.
- 10.* Performs all duties of Finance Director/Treasurer Comptroller as prescribed by Wisconsin Statutes and City ordinances.

- 11.* Supervises the City's purchasing program which provides centralized services to most City departments.
- 12* Attend meetings, council sessions, and other public events/meetings as directed by the Chief Administrative Officer or requested by the Common Council.

SUPERVISORY RESPONSIBILITIES:

Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include hiring of employees; planning, assigning and directing work, appraising performance and rewarding and disciplining direct reports; addressing complaints and resolving problems.

Hiring/Promotion Clarification of Process: This individual recommends to the Chief Administrative Officer and Common Council, the appointment, promotion and termination of all employees in the Finance Department in accordance with the guidelines set forth by the City Human Resources Department.

Evaluations: This individual is responsible for implementing employee evaluations of all employees in the Finance Department. These evaluations are to be in accordance with the guidelines set forth by the City Human Resources Department.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty and responsibility satisfactorily. The requirements listed below are representative of the knowledge required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

Bachelor's Degree required in accounting and/or financial management from an accredited college or university. An advanced degree such as an MBA or Certified Public Accountant license is preferred. Position requires at least ten years of professional work experience with a minimum of five years functioning in a leadership position. Experience in both the public and private sector is preferred.

Required Knowledge, Skills and Abilities:

- Extensive ability in government budgeting and financial administration.
- Considerable ability to establish and maintain effective working relationship with various units and sub-units of government, municipal officials, municipal employees and the general public.
- Experience in strategic and financial planning.
- Comprehensive knowledge of general office management methods and use of standard and automated office equipment and software.
- Able to effectively interpret and administer laws and regulations affecting municipal government.

- Ability to make recommendations and provide leadership, advice and counsel to the Mayor, the Common Council, administrative leadership, department heads/managers, staff and committees.
- Areas of Knowledge to include:
 - Strategic and financial planning
 - Team building
 - Information technology
 - Wisconsin Statutes
 - Thorough knowledge of generally accepted governmental accounting principles.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret complex documents. Ability to respond effectively to sensitive inquiries or complaints. Ability to write documents and presentations, using original or innovative techniques or style, to convey complex information in a format that can be easily understood. Ability to make effective and credible presentations on potentially divisive or complex topics to top management, public groups, and other organizations and individuals at the local, state and federal level.

MATHEMATICAL SKILLS:

Ability to prepare forecasts, calculate and understand various ratios, and perform analytical procedures.

REASONING ABILITY:

Ability to define problems, collect data, establish facts, analyze information, and draw valid conclusions or reasonable forecasts.

PRE-EMPLOYMENT:

Job offers for this position are contingent upon the individual passing a pre-employment drug screen.

WORK ENVIRONMENT/PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is occasionally required to stand and walk. The employee must regularly lift and/or move up to 10 pounds.

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

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

CITY OF SHEBOYGAN

**Assistant Finance Manager/Treasurer
Grade 13**

Code B06031D

Reports to: Finance Manager/Treasurer

Department: Finance

Classification: Exempt

Division: Non-Represented

Date: March 4, 2013 to CC

Approved:

Under general direction of the Finance Manager/Treasurer, assists in supervising and participating in the maintaining of an effective central accounting system for the City, including pre-audit and other financial controls. Supervises accounting, taxrolls, payrolls, accounts payables and receivables, participates in the preparation of the City budget, and performs related work. Requires independent judgment, discretion, and initiative.

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

- 1.* Supervises and participates in maintaining the City's accounting and financial records, accounts payables and receivables, taxroll, payroll, fixed assets, etc.
- 2.* Authorized to perform all the duties of the Finance Manager/Treasurer when that official is not available.
- 3.* Plans, assigns, trains, and effectively supervises personnel including the Accountant, Bookkeeper, Account Clerks, and Cashiers.
- 4.* Develops new and revised office and accounting procedures to improve the efficiency and effectiveness of the department, subject to approval of the Finance Director/Treasurer.
- 5.* Assists in preparation and review of departmental budgets and oversees budget controls.
- 6.* Researches and implements changes as the result of State or Federal regulations pertaining to municipal finance, i.e., Federal Revenue Sharing, Levy Limits, Department of Revenue reports, indebtedness, taxation, etc.
- 7.* Prepares difficult financial and other reports for the City system and outside agencies as required.
- 8.* Prepares information requested by the Committee on Finance, Salaries and Grievances, and others as requested.
- 9.* Supervises the opening and closing procedures of the financial system, and is the internal auditor of journal entries, financial statements, treasury cash flow and cash management reports, payroll records, accounts payable, etc.
- 10.* Responsible for grant administration including file maintenance, pre-audit inspection and final audit.
- 11.* Administers wastewater accounting including cost allocation and development of sewer user charges.
- 12.* Assists in the collection of subrogation payments from third party workers compensation and liability costs.
- 13.* Coordinates the tax collection function including balancing special assessments, preparing the tax roll, preparing the tax bills and balancing the tax roll to settle with the County.
- 14.* Coordinates the annual audit of the City's financial statements.

- 15.* Coordinates the preparation of the City's annual budgets.
- 16.* Coordinates with Data Processing the computer applications as they apply to the accounting and financial requirements of the City.
- 17.* Maintains and controls the chart of accounts for the general ledger including all appropriations and revenues in all funds and cost centers.

***Essential Functions**

Minimum Qualifications:

- 1. Considerable knowledge of modern municipal accounting principles and practice and financial management.
- 2. Considerable knowledge of interdepartmental activities, ordinances, and Council proceedings.
- 3. Considerable knowledge of budget preparation, control, and auditing.
- 4. Working knowledge of data processing systems.
- 5. Considerable ability to plan, organize, and supervise the work of staff employees in an efficient and economical manner.
- 6. Ability to establish and maintain effective working and public relationships.
- 7. Considerable ability to organize and conduct technical research work.
- 8. Graduation from an accredited college with a major in accounting.
- 9. Five years of progressively responsible experience in accounting, plus supervisory experience.



Gen. Ord. No. - 12 - 13 . By Alderpersons Heidemann and Lessard.
March 4, 2013.

AN ORDINANCE repealing and recreating Chapter 46 of the Municipal Code relating to Fair Housing.

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

Section 1. Chapter 46 of the Sheboygan Municipal Code entitled "Fair Housing" is hereby repealed and recreated to read as follows:

"Chapter 46 - FAIR HOUSING

ARTICLE I. IN GENERAL

Sec. 46-1. Definitions.

The words, terms and phrases used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means the board of housing appeals and fair housing practices.

Complainant means a person who files a complaint alleging discrimination in housing.

Disability means a physical or mental impairment that substantially limits one or more major life activities, a record of having such an impairment or being regarded as having such an impairment. *Disability* does not include the current illegal use of a controlled substance, as defined in W.S.A. § 961.01(4), or a controlled substance analog, as defined in W.S.A. § 961.01(4m), unless the individual is participating in a supervised drug rehabilitation program.

Discriminate means to segregate, separate, exclude, or treat a person or class of persons unequally in a manner described in Sec. 46-3 or 46-4 because of sex, race, color, sexual orientation, disability, religion, national origin, marital status, family status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, age, or ancestry.

Dwelling unit means a structure or that part of a structure that is used or intended to be used as a home, residence or sleeping place by one person or by two or more persons who are maintaining a common household, to the exclusion of all others.

Family includes one natural person.

Family status means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member or prospective member of the person's household regardless of the person's marital status:

1. A person is pregnant.
2. A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.
3. A person's household includes one or more minor or adult relatives.
4. A person's household includes one or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.
5. A person's household includes one or more adults or minor children placed in his or her care under a court order, under a guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child.

Hearing means a hearing under the jurisdiction of the board, except where otherwise indicated.

Housing means any improved property, or any portion thereof, including a mobile home as defined in W.S.A. § 101.91(10), manufactured home, as defined in W.S.A. § 101.91(2), or condominium, that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence. *Housing* includes any vacant land that is offered for sale or rent for the construction or location thereon of any building, structure or portion thereof that is used or occupied, or is intended, arranged or designed to be used or occupied, as a home or residence.

Housing for older persons has the meaning as defined by federal or state law.

Probable cause means reasonable grounds to believe that one or more persons has, may have, or may be violating one or more provisions of this chapter.

Respondent means the person accused in a complaint of discrimination in housing filed with the board.

Sexual orientation has the meaning given in W.S.A. § 111.32(13m).

Status as a victim of domestic abuse, sexual assault, or stalking means the status of a person who is seeking to rent or purchase housing or of a member or prospective member of the person's household having been, or being believed by the lessor or seller of housing to be, a victim of domestic abuse, as defined in W.S.A. § 813.12(1)(am), sexual assault under W.S.A. §§ 940.225, 948.02, or 948.025, or stalking under W.S.A. § 940.32.

Sec. 46-2. Declaration of policy.

It is declared to be the policy of the city, pursuant to the United States Constitution and state constitution, W.S.A. §§ 66.1011 and 106.50, and also its power to protect the public health, safety and general welfare that all persons, regardless of their sex, race, color, religion, age, ancestry, marital status, family status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, national origin, disability or sexual orientation, are entitled to fair and equal access to housing. To that end the city enacts this chapter, which prohibits any person, not exempted in this chapter, from discriminating against any other person by impairing to any degree access to any housing or housing accommodations on the basis of sex, race, color, religion, age, ancestry, marital status, family status, status as a victim of domestic abuse, sexual assault, or stalking, lawful source of income, national origin, disability or sexual orientation and creates a board with the power and duty to enforce equal opportunity in housing for all citizens of the city.

Sec. 46-3. Discrimination prohibited.

(a) It is unlawful for any person to discriminate:

- (1) By refusing to sell, rent, finance or contract to construct housing or by refusing to negotiate or discuss the terms thereof.
- (2) By refusing to permit inspection or exacting different or more stringent price, terms or conditions for the sale, lease, financing or rental of housing.
- (3) By refusing to finance or sell an unimproved residential lot or to construct a home or residence upon such lot.
- (4) By advertising in a manner that indicates discrimination by a preference or limitation.
- (5) For a person in the business of insuring against hazards, by refusing to enter into, or by exacting different terms,

conditions or privileges with respect to, a contract of insurance against hazards to a dwelling.

- (6) By refusing to renew a lease, causing the eviction of a tenant from rental housing or engaging in the harassment of a tenant.
- (7) In providing the privileges, services or facilities that are available in connection with housing.
- (8) By falsely representing that housing is unavailable for inspection, rental or sale.
- (9) By denying access to, or membership or participation in, a multiple listing service or other real estate service.
- (10) By coercing, intimidating, threatening or interfering with a person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, a right granted or protected under this section, or with a person who has aided or encouraged another person in the exercise or enjoyment of a right granted or protected under this section.
- (11) In making available any of the following transactions, or in the terms or conditions of such transactions for a person whose business includes engaging in residential real estate-related transaction:
 - a. The making or purchasing of loans or the provision of other financial assistance for purchasing, constructing, improving, repairing or maintaining housing or the making or purchasing of loans or the provision of other financial assistance secured by residential real estate.
 - b. Selling, brokering or appraising residential real property.

- (12) By otherwise making unavailable or denying housing.

(b) No person may induce or attempt to induce a person to sell or rent housing by representations regarding the present or prospective entry into the neighborhood of a person of a particular economic status or a member of a protected class, or by representations to the effect that such present or prospective entry will or may result in any of the following:

- (1) The lowering of real estate values in the area concerned.
- (2) A deterioration in the character of the area concerned.

- (3) An increase in criminal or antisocial behavior in the area concerned.
- (4) A decline in the quality of the schools or other public facilities serving the area.

Sec. 46-4. Discrimination against persons with disabilities prohibited.

(a) Types of discrimination prohibited. In addition to discrimination prohibited under Sec. 46-3, no person may do any of the following:

- (1) Segregate, separate, exclude or treat unequally in the sale or rental of, or otherwise make unavailable or deny, housing to a buyer or renter because of a disability of that buyer or renter, a disability of a person residing in or intending to reside in that housing after it is sold, rented or made available or a disability of a person associated with that buyer or renter.
- (2) Segregate, separate, exclude or treat unequally a person in the terms, conditions or privileges of sale or rental of housing, or in the provision of services or facilities in connection with such housing, because of a disability of that person, a disability of a person residing in or intending to reside in that housing after it is sold, rented or made available or a disability of a person associated with that person.
- (3) Refuse to permit, at the expense of a person with a disability, reasonable modification of existing housing that is occupied, or is to be occupied, by such a person if the modifications may be necessary to afford the person full enjoyment of the housing, except that in the case of rental housing the landlord may, where it is reasonable to do so, condition permission for a modification on the tenant's agreement to restore the interior of the housing to the condition that existed before the modification, other than reasonable wear and tear. The landlord may not increase any customarily required security deposit. Where it is necessary to ensure that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of a restoration agreement a requirement that the tenant pay into an interest-bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant. If

escrowed funds are not used by the landlord for restorations, they shall be returned to the tenant.

- (4) Refuse to make reasonable accommodations in rules, policies, practices or services that are associated with the housing, when such accommodations may be necessary to afford the person equal opportunity to use and enjoy housing, unless the accommodation would impose an undue hardship on the owner of the housing.

(b) Animals assisting persons with disabilities.

- (1) If an individual's vision, hearing or mobility is impaired, it is discrimination for a person to refuse to rent or sell housing to the individual, cause the eviction of the individual from housing, require extra compensation from an individual as a condition of continued residence in housing or engage in the harassment of the individual because he or she keeps an animal that is specially trained to lead or assist the individual with impaired vision, hearing or mobility if all of the following apply:

- a. Upon request, the individual shows to the lessor, seller or representative of the condominium association credentials issued by a school recognized by the department as accredited to train animals for individuals with impaired vision, hearing or mobility.
- b. The individual accepts liability for sanitation with respect to, and damage to the premises caused by, the animal.

- (2) Subdivision (1) does not apply in the case of the rental of owner-occupied housing if the owner or a member of his or her immediate family occupying the housing possesses and, upon request, presents to the individual a certificate signed by a physician which states that the owner or family member is allergic to the type of animal the individual possesses.

(c) Design and construction of covered multifamily housing. In addition to discrimination prohibited under paragraphs (a) and (b) and Sec. 46-3, no person may design or construct covered multifamily housing, as defined in W.S.A. § 101.132(1)(d), unless it meets the standards specified in W.S.A. § 101.132(2)(a)1. to 4. In addition, no person may remodel, as defined in W.S.A. § 101.132(1)(h), housing with three or more dwelling units unless the remodeled housing meets the standards specified in W.S.A. §

101.132(2)(a)1. to 4. as required under W.S.A. § 101.132(2)(b)1., 2. or 3., whichever is applicable.

Sec. 46-5. Exemptions and exclusions.

(a) Nothing in this chapter shall prohibit discrimination based on age or family status with respect to housing for older persons.

(b) Nothing in this chapter shall prohibit a person from exacting different or more stringent terms or conditions for financing housing based on the age of the individual applicant for financing if the terms or conditions are reasonably related to the individual applicant.

(c) Nothing in this chapter shall prohibit the development of housing designed specifically for persons with disabilities and preference in favor of persons with disabilities in relation to such housing.

(d) Nothing in this chapter requires that housing be made available to an individual whose tenancy would constitute a direct threat to the safety of other tenants or persons employed on the property or whose tenancy would result in substantial physical damage to the property of others, if the risk of direct threat or damage cannot be eliminated or sufficiently reduced through reasonable accommodations. A claim that an individual's tenancy poses a direct threat or a substantial risk of harm or damage must be evidenced by behavior by the individual that caused harm or damage, that directly threatened harm or damage, or that caused a reasonable fear of harm or damage to other tenants, persons employed on the property, or the property. No claim that an individual's tenancy would constitute a direct threat to the safety of other persons or would result in substantial damage to property may be based on the tenant's status as a victim of domestic abuse, sexual assault, or stalking.

(e) It is not discrimination based on status as a victim of domestic abuse, sexual assault, or stalking for a landlord to bring an action for eviction of a tenant based on a violation of the rental agreement or of a statute that entitles the landlord to possession of the premises, unless subd. (1) or (2) applies. A tenant has a defense to an action for eviction brought by a landlord if the tenant proves by a preponderance of the evidence that the landlord knew or should have known any of the following:

- (1) That the tenant is a victim of domestic abuse, sexual assault, or stalking and that the basis for the action for eviction is conduct that related to the commission of domestic abuse, sexual assault, or stalking by a person who was not the invited guest of the tenant.

(2) That the tenant is a victim of domestic abuse, sexual assault, or stalking, that the basis for the action for eviction is conduct that related to the commission of domestic abuse, sexual assault, or stalking by a person who was the invited guest of the tenant, and that the tenant has done one of the following:

- a. Sought an injunction under W.S.A. §§ 813.12, 813.122, 813.123, or 813.125 enjoining the person from appearing on the premises.
- b. Upon receiving notice under W.S.A. § 704.17, provided a written statement to the landlord indicating that the person will no longer be an invited guest of the tenant and has not subsequently invited the person to be a guest of the tenant.

(f) It is not discrimination based on family status to comply with any reasonable federal, state or local government restrictions relating to the maximum number of occupants permitted to occupy a dwelling unit.

(g) (1) Subject to subd. (2), nothing in this chapter applies to a decision by an individual as to the person with whom he or she will, or continues to, share a dwelling unit, as defined in W.S.A. § 101.71(2) except that dwelling unit does not include any residence occupied by more than five persons.

(2) Any advertisement or written notice published, posted or mailed in connection with the rental or lease of a dwelling unit under subd. (1) may not violate sub. (2)(d), 42 USC 3604(c), or any rules or regulations promulgated under this chapter or 42 USC 3601 to 3619, except that such an advertisement or written notice may be for a person of the same sex as the individual who seeks a person to share the dwelling unit for which the advertisement or written notice is placed.

(h) Nothing in this chapter prohibits an owner or agent from requiring that a person who seeks to buy or rent housing supply information concerning family status, and marital, financial, and business status but not concerning race, color, disability, sexual orientation, ancestry, national origin, religion, creed, status as a victim of domestic abuse, sexual assault, or stalking.

(i) A person may not be held personally liable for monetary damages for a violation of Sec. 46-3 or 46-4 if the person reasonably relied, in good faith, on the application of the exemption under this section relating to housing for older persons. For purposes of this paragraph, a person may show reasonable reliance, in good faith, on the application of the exemption under

this section relating to housing for older persons only if the person shows all of the following:

- (1) That he or she has no actual knowledge that the housing is not or will not be eligible for the exemption.
- (2) That the owner of the housing has stated formally, in writing, that the housing complies with the requirements for the exemption.

(j) Nothing in this chapter prohibits any religious or denominational institution or organization, or any charitable or educational organization which is operated, supervised or controlled by or in connection with a religious organization, from limiting admission or giving preference to persons of the same religion or denomination, or from making such selection as is reasonably necessary for such organizations to promote the religious principles for which it is established or maintained.

(k) Nothing in this chapter shall limit the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling, structure, unit, or property.

(l) Nothing in this chapter shall apply to a single occupancy room provided that the owner permanently resides in the same structure.

Secs. 46-6 -46-40. Reserved.

ARTICLE II. POWERS AND DUTIES

Sec. 46-41. Administration - Powers and duties.

(a) The purposes and provisions of this chapter shall be administered by the city board of housing appeals and fair housing practices and, where necessary, the city attorney.

(b) In administering this chapter, the board of housing appeals and fair housing practices shall have the power and duty to:

- (1) Adopt, amend, publish and modify any and all administrative policies and procedures as may, from time to time, be necessary, useful, helpful, or desirable in the administration and/or enforcement of this chapter;
- (2) Appoint such number and types of employees, agents and staff, subject to a table of organization and budget approval by the common council, as are necessary to promote the purposes of

this chapter and/or the administration and/or enforcement of this chapter, and prescribe their duties;

- (3) Receive, initiate and investigate complaints alleging any discrimination or discriminatory practice prohibited by this chapter if the complaint is filed with the board not later than one year after the alleged discrimination occurred or terminated;
- (4) Appoint, from time to time, subject to a table of organization and/or budget approval by the common council, one or more investigators to gather facts, evidence and information, and otherwise investigate complaints, and/or one or more mediators who initially shall seek a settlement agreeable to both the complainant and the respondent by means of information conferences or other meetings or means;
- (5) Refer settlement agreements to the city attorney for approval as to form;
- (6) If necessary, hold hearings after efforts at settlement, based on complaints made against any person and a determination of probable cause; administer oaths and take testimony; compel the production of books, papers and any other documents relating to any matters involved in the complaint; and subpoena witnesses and compel their attendance. If a witness either fails or refuses to obey a subpoena issued by the board, the board may order attendance. At any time after it has issued such an order, the board may petition a court of competent jurisdiction for its enforcement;
- (7) Issue, after hearing, such final orders as are necessary to promote the purpose of this chapter;
- (8) Issue temporary orders effective for a maximum of 20 days, absent extraordinary circumstances, restraining the respondent from taking any action that would tend to render ineffective or unenforceable any order which the board might issue;
- (9) Refer orders to the city attorney to be enforced by him in the name of the city;
- (10) Except as provided in W.S.A. §§ 19.31, et seq., or 106.50, make available to the public, in writing, copies of:
 - a. Transcripts of all of its proceedings except initial settlement efforts by its mediators;

- b. All temporary and final orders; and
- c. All decisions and opinions rendered.

No publicity, however, shall be given a complaint in those cases where the board obtains compliance with this chapter or the board finds that the complaint is without foundation;

- (11) Require a written report of the manner of compliance with any final order it may issue; and
- (12) Recommend to the mayor and common council any legislation necessary to further promote the purposes of this chapter and file annual written reports of its work to the mayor and common council.

Secs. 46-42 - 46-65. Reserved.

ARTICLE III. ENFORCEMENT PROCEDURES

Sec. 46-66. Complaint.

(a) The board may receive and investigate a complaint charging a violation of Sec. 46-3 or 46-4 if the complaint is filed with the board not later than one year after the alleged discrimination occurred or terminated.

(b) The complaint shall include a written statement of the essential facts constituting the discrimination that is charged, and shall be signed by the complainant.

(c) A complaint filed under this chapter may be amended or withdrawn at any time with and subject to the approval of the board or its designated agent and under such terms as the board or agent shall direct.

(d) Upon the filing of a lawful, timely, and otherwise proper complaint, the board or its designated agent shall serve a copy of the complaint upon the respondent. The copy of the complaint, together with a notice directing the respondent to respond in writing to the allegations in the complaint within 20 days after the date of the notice shall be served upon the respondent by certified mail, return receipt requested. The notice will further state that, if the respondent fails to answer the complaint in writing, the board will make an initial determination as to whether the discrimination has occurred based only on the board's investigation and the information supplied by the complainant.

(e) The board may dismiss the complaint if the complainant fails to respond to the board within 20 days from the date of mailing of any correspondence from the board concerning the complaint, if the board's correspondence requests a response and if the correspondence is sent by certified mail, return receipt requested, to the last known address of the complainant.

Sec. 46-67. Investigation and finding of probable cause.

(a) The board or its designated agent shall investigate all complaints that allege a violation of this chapter and that are timely filed. The board or its designated agent may subpoena persons or documents for the purpose of investigation.

(b) At the conclusion of the investigation of the allegations, the board or its designated agent shall make a determination as to whether probable cause exists to believe that discrimination has occurred or is about to occur.

(c) If a determination is made that there is no probable cause to believe discrimination in violation of this chapter has been or is being committed, the complainant shall be afforded an opportunity to appeal such decision to the full board of housing appeals and fair housing practices. If the full board decides there is no probable cause, the complainant may appeal to either:

- (1) A court of competent jurisdiction for the county in which the alleged discrimination took place; or
- (2) A court of competent jurisdiction for the county in which the property or property interest in question is located.

(d) If a determination is made that there is probable cause to believe discrimination in violation of this chapter has been or is being committed, an agent designated by the board of housing appeals and fair housing practices shall endeavor, by means of conference, conciliation or persuasion, to eliminate the alleged discrimination or discriminatory practice.

Sec. 46-68. Hearing on failure to settle.

When efforts at settlement have failed to eliminate the discrimination or discriminatory practice alleged by the complainant under this chapter, the board of housing appeals and fair housing practices shall promptly cause to be issued a notice of a hearing before a hearing examiner, acting as an agent of the board, to determine the merits of the complaint.

Sec. 46-69. Findings of examiner.

(a) Under this chapter, in all hearings before an examiner, except those for determining probable cause, the burden of proof is on the party alleging discrimination.

(b) If, after hearing and on the basis of the official record made therein, the examiner finds by a fair preponderance of the evidence that the respondent has engaged in or is engaged in any discrimination prohibited by this chapter, he shall make and recommend to the board of housing appeals and fair housing practices written findings of fact and conclusions thereon and shall recommend such action to be taken by the respondent and, where necessary, by the complainant, as will effect the purposes of this chapter by eliminating the discrimination found.

(c) Damages and penalties.

- (1) If the hearing examiner finds that a respondent has engaged in or is about to engage in a discriminatory act prohibited under Sec. 46-3 or 46-4, the hearing examiner shall promptly issue an order for such relief as may be appropriate, which may include economic and non-economic damages suffered by the aggrieved person, regardless of whether he or she intervened in the action, and injunctive or other equitable relief. The hearing examiner may not order punitive damages.
- (2) In addition to any damages ordered under subd. (1), the hearing examiner may assess a forfeiture against a respondent who is not a natural person in an amount not exceeding \$10,000, unless the respondent who is not a natural person has been adjudged to have committed any prior discriminatory act under Sec. 46-3 or 46-4. If a respondent who is not a natural person has been adjudged to have committed one other discriminatory act under Sec. 46-3 or 46-4 during the preceding five-year period, based on the offense date of the prior discriminatory act, the hearing examiner may assess a forfeiture in an amount not exceeding \$25,000. If a respondent who is not a natural person has been adjudged to have committed two or more prior discriminatory acts under Sec. 46-3 or 46-4 during the preceding seven-year period, based on the offense date of the prior discriminatory act, the hearing examiner may assess a forfeiture in an amount not exceeding \$50,000.
3. In addition to any damages ordered under subd. (1), the hearing examiner may assess a forfeiture against a respondent who is a natural person in an amount not exceeding \$10,000, unless the respondent who is a natural person has been

adjudged to have committed any prior discriminatory act under Sec. 46-3 or 46-4. If a respondent who is a natural person has been adjudged to have committed one other prior discriminatory act under Sec. 46-3 or 56-4 based on an offense date that is before September 1, 1992, the hearing examiner may assess a forfeiture in an amount not exceeding \$25,000. If a respondent who is a natural person has been adjudged to have committed two or more prior discriminatory acts under Sec. 46-3 or 46-4 based on an offense date that is before September 1, 1992, the hearing examiner may assess a forfeiture in an amount not exceeding \$50,000.

(d) Attorney fees and costs. The hearing examiner may allow a prevailing complainant reasonable attorney fees and costs.

(e) A certified copy of such recommended findings, conclusions and orders, together with a summary of the findings of fact, shall be sent to the last known addresses of the complainant and the respondent by certified mail with return receipts requested.

(f) If, within 30 days following the mailing of the hearing examiner's decision, the board does not receive notice of appeal, the findings, conclusions and orders of the examiner shall be the findings, conclusions and orders of the board.

Sec. 46-70. Appeal from examiner's findings.

Under this chapter, if within 30 days following the mailing of the examiner's decision, the complainant or respondent serves notice of appeal, such appeal may be had to the full board of housing appeals and fair housing practices. The board shall have the power to affirm, reverse or modify the determination of the hearing examiner. After final determination by the board, either party may appeal by certiorari to a court of competent jurisdiction. In the alternative, either party may receive a trial de novo on all issues relating to any alleged discrimination and a further right to a trial by jury.

Sec. 46-71. Transfer of proceedings.

At any time after a finding of probable cause under this chapter, the board of housing appeals and fair housing practices, with appropriate notice to the complainant and respondent, may transfer the proceedings to itself.

Sec. 46-72. Judicial enforcement.

Whenever, in the judgment of the board of housing appeals and fair housing practices, judicial enforcement of a board order is necessary to

enforce this chapter, the board shall in writing request the city attorney to commence proceedings in a court of competent jurisdiction to enforce such orders in the name of the city. Upon receipt of any such request, the city attorney shall have the duty to seek enforcement of such orders in a court of competent jurisdiction.

Sec. 46-73. Remedies.

(a) The board of housing appeals and fair housing practices shall have the power and duty, after investigation and hearing, to issue and implement such orders as may be necessary to effect the purposes of this chapter. Such orders may include the following:

- (1) Cease and desist orders;
- (2) Affirmative action by the respondent and, where necessary, by the complainant; and
- (3) Any other orders which may be necessary to effect the purpose of this chapter.

(b) Any of the orders of the board shall be stayed during the period in which any appeal may be taken and during the pendency of any appeal."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~II~~

Gen. Ord. No. - 12 - 13 . By Alderpersons VanderWeele, Matichek, Kath, Lessard and Lewandoske. March 4, 2013.

AN ORDINANCE amending Section 130-61 of the City of Sheboygan Municipal Code so as to create and clarify regulations related to taxicabs in the city.

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

Section 1. Section 130-61 of the Sheboygan Municipal Code entitled "Issuance" is hereby repealed and recreated in subsection (b) to read as follows:

"Sec. 130-61. *Issuance.*

. . .

- (b) Beginning on January 1, 2014, the license year under this division shall commence on January 1 and shall end on December 31 of any year. To accommodate the date change, the license year that began on July 1, 2012 shall end on December 31, 2013."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

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


Gen. Ord. No. - 12 - 13 . By Alderpersons VanderWeele, Matichek, Kath,
Lessard and Lewandoske. March 4, 2013.

AN ORDINANCE amending Section 130-59 of the City of Sheboygan Municipal Code so as to create and clarify regulations related to taxicabs in the city.

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

Section 1. Section 130-59 of the Sheboygan Municipal Code entitled "Regulations" is hereby repealed and recreated in subsection (d)(2) thereof to read as follows:

"Sec. 130-59. *Regulations.*

. . .

(d) Fares.

. . .

- (2) No person may operate a taxicab, nor may any holder of a taxicab business license permit the operation of a taxicab, unless a schedule of charges is posted within said taxicab corresponding to the statement of fares and charges filed with the city clerk and in effect. The posted schedule shall be posted in such a way so as to allow any passenger or passengers being conveyed to readily read such fares or charges. The schedule shall specifically list all charges, including the rate per 1/8 mile traveled, any charge for waiting time, and any additional charges including any extra charges for luggage, packages, grocery bags, and additional passengers."

Section 2. Section 130-59 of the Sheboygan Municipal Code entitled "Regulations" is hereby repealed and recreated in subsection (d)(5) thereof to read as follows:

"Sec. 130-59. *Regulations.*

. . .

(d) Fares.

. . .

- (5) Each taxicab shall at all times be equipped with an accurate and dependable taxi meter designed or intended to

measure the distance traveled in increments of 1/8 mile, register the time the vehicle is in waiting, and to record the charge or fare therefor. Such taxi meter must be placed as to be readily visible to passengers and shall be maintained in good operating condition at all times. Each taxi meter is subject to the standards and fees set forth in Chapter 138 of this Code. No person may operate a taxicab, nor may any holder of a taxicab business license permit the operation of a taxicab, unless the required taxi meter is installed and operational."

Section 3. Section 130-59 of the Sheboygan Municipal Code entitled "Regulations" is hereby repealed and recreated in subsection (d)(6) thereof to read as follows:

"Sec. 130-59. *Regulations.*

. . .

(d) Fares.

. . .

- (6) No person may operate a taxicab, nor may any holder of a taxicab business license permit the operation of a taxicab, unless and until the taxi meter has been properly inspected, certified, and sealed, or to use such vehicle when the taxi meter license has been suspended or revoked. The removal of a taxi meter from a vehicle, the breaking of the seal, or the use of a taxi meter in a vehicle different than the vehicle in which the meter was inspected, certified, and sealed, is prohibited."

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II 5.1
Res. No. 141 - 12 - 13. By Alderpersons Roeseler, Donohue and
VanderWeele. February 18, 2013.

A RESOLUTION modifying the City's residency requirement for all non-represented employees (excluding department heads).

WHEREAS, a quality workforce enhances the efficiency and effectiveness of the City to complete its mission;

WHEREAS, we encourage our employees to live in Sheboygan because we believe that Sheboygan is a great place to live, work and play; however, recognizing that may not always be possible for various reasons;

WHEREAS, by requiring employees to live within the City, we significantly reduce the talent pool from which to select qualified candidates;

WHEREAS, by hiring the most qualified candidates, not just the most local, the City is able to deliver the highest possible service to the taxpayer, thus enhancing our ability to continue to provide the services necessary within the constraints of budget reduction;

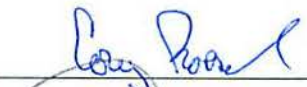
WHEREAS, by implementing a 2-year timeframe to move into the city limits, we provide new employees time to evaluate the housing market, the school systems, and to have ample time to prepare their relocation, and at the same time, the City will have a larger pool from which to recruit;

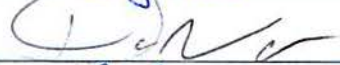
WHEREAS, by assigning a 2% fee of base earnings for those not relocated within the 2 year time frame, the City will be able to be at a cost-neutral point as the funds a resident would have paid to the city in the form of a real estate tax or other fees received from residents;

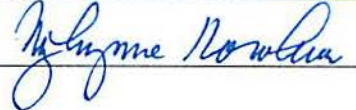
Lies over

WHEREAS, non-rep employees (other than Department Heads), who were employed prior to January 1, 2012 were grandfathered from the residency requirement;

NOW, THEREFORE BE IT RESOLVED: That the current residency requirement for employees hired on or after January 1, 2012 (other than Department Heads) is rescinded and replaced with a 2-year relocation requirement which requires non-represented employees (excluding Department Heads) to have 2% of their base salary deducted bi-weekly until they successfully relocate to the City of Sheboygan.







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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

5.2

Res. No. 142 - 12 - 13. By Alderpersons Roeseler, Donohue and VanderWeele. February 18, 2013.

A RESOLUTION adopting revised salary grade range schedules.

RESOLVED: That the Common Council hereby adopts the Non-Represented Exempt & Non-Exempt Salary Grade Ranges 2013 Hourly Pay and Annual Base Salary and the DPW Labor Workforce 2013 Hourly Pay and Annual Base Salary schedule, a copy of which is attached.

BE IT FURTHER RESOLVED: That the pay ranges for all non-represented employees are hereby adjusted and implemented pursuant to the revised Non-Represented Compensation Program, effective January 1, 2013.

Lis over

Cory Roeseler
Julie Kath
D. 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

Non-Represented Exempt & Non-Exempt Salary Grade Ranges
2013 Hourly Pay and Annual Base Salary

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
2013 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

II

5.3

Res. No. 143 - 12 - 13. By Alderpersons Roeseler, Donohue and
VanderWeele. February 18, 2013.

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.

Lis over

Cory Roeseler

Julie Kath

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



CITY OF SHEBOYGAN

COMPENSATION

PROGRAM

FOR

NON-REPRESENTED

EMPLOYEES

Introduced to Salaries & Grievance Committee
February 11, 2013

Updated February 18, 2013
To reflect minor changes

Submitted for approval to City Council
February 18, 2013

(Modifying R.C. 141-11-12 from August 15, 2011)

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I. EXECUTIVE SUMMARY

In November 2011, the City of Sheboygan's Human Resources Department introduced a new performance management system with an effective date of January 1, 2012. This system was developed to incorporate a pay for performance, or merit based, review system, as well as an introduction to goal setting for all non-represented city employees. In the past, different segments of employees received different pay increase programs. Some employees were on a tiered system, where years of service automatically qualified the employee for a pay increase. Other employees were given a performance review, but generally, that review did not correspond to an employee's ability to receive a pay increase. 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.

During the introductory year, 2012, employees received performance reviews. For many employees, these were the first formal reviews they received during their employment. For others, the format itself changed, although they were given reviews in the past. However, during this first year of change, in order to ease the transition, raises were not tied into the review for calendar year 2012. Utilizing the 2008 pay scale for non-reps and the most current Labor & Trades pay scale, employees under the top of their pay grade received a 1% increase in January 2012 and a 1% increase in July 2012. This did not affect the payscale itself as the pay scales were frozen pending the outcome of the survey results. Those at the top of their pay grade received the equivalent one-time lump sum ("bonus") which did not affect their base pay. Their equivalent lump sum was 1% in January and ½% in July.

One of the challenges during this roll-out year has to do with the job codes and pay scales, as the non-represented pay scale hasn't been formally reviewed since 2008. During that year, the consulting firm, Carlson Dettmann, performed a comprehensive study of non-represented positions involving their job descriptions and wages. A wage scale was created. Due to wage freezes in the non-represented employee group for the past few years, the scale itself is out of date. In addition, based on the changes in benefits post Act 10, the overall compensation package of employees needed to be reviewed. Accordingly, the Human Resources Department began the task of reviewing job descriptions, compensation and benefit programs and developed an appropriate comprehensive program going forward.

The first review took place during 2012 and involved FLSA testing regarding the application of exempt vs. non-exempt employment status. Several positions were misclassified as non-exempt (eligible for overtime compensation) and were appropriately reclassified. These positions included Accountant, Analyst, Senior Accountant, Chemist, Naturalist, Programmer, and Neighborhood Development Specialist.

The second review has to do with the benefit programs. Since many municipalities continue to have contracts that are awaiting expiration, this review is a bit more difficult to perform. We do know that in the Sheboygan area, the City of Sheboygan as an employer is competitive with their benefit package. This is an area the Human Resources Department will continue to monitor over the next few years as other like-sized municipalities migrate to have a similar sized group of non-represented employees.

The third area needing to be reviewed was the salary we pay our employees. We want to continue our positive reputation as an employer of choice. To that end, we needed to evaluate where we fall in the current market, both private and public sector employers. To do this evaluation, I utilized a combination

of data sources. First was to review our most current compensation study for the City of Sheboygan, completed in 2008 through consultant Carlson Dettman. I then reviewed data from 4 area surveys and created a new wage scale which has been updated for non-represented salaried and hourly employees. The information gathered in the study was a combination of area wage surveys, surveys compiled with our employer organization, MRA, and information gathered through surveys completed by Carlson Dettman Consulting during the 2012 calendar year. As a participant in the survey results, the City of Sheboygan received a copy of the reports:

- 1) Washington County Custom Survey Report, published in June 2012
- 2) City of Appleton Custom Survey Report, published in October 2012
- 3) Central Wisconsin Custom Survey Report on Base Compensation, published October 2012
- 4) Calumet County Custom Survey Report, published October 2012

The new pay scale is listed in the attached Exhibit #7 for all non-represented salaried and hourly positions. Based on the findings, all non-represented employees will be placed in the pay scale that best represents the complexity of their position based on their current job description. Just as in the past, those with greater degrees of difficulty will be placed in higher labor grades.

Based on area surveys, between the increases that have occurred in other municipalities over the past few years as well as the comparison to market value, the salaries we currently pay are similar to the ranges of the positions based on the weighted average of the private and public sector employers, with a few exceptions.

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, and Director of Public Works.

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.

Evaluation Period: The first six (6) months of continuous service as an active non-represented employee. Continuous employment is defined as a minimum of one hundred thirty (130) days of active employment.

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 program. This includes developing and reviewing the effectiveness of performance appraisal activities, and ensuring that employees receive timely and accurate appraisals.
9. Updating the compensation program document contained herein 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 Manager 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 and non-represented departmental leaders, the City Attorney, the Mayor, the City Clerk and the Human Resources Manager (chair).

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

1. At the request of the Human Resources Manager, 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 Manager, 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 Manager, 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 Manager, 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 Manager, 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 Manager, after input from the Department Head Advisory Committee, and approval of the Salaries and Grievances Committee.

In addition, upon recommendation of the Human Resources Manager 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. See attached Exhibit #7, the 2013 Non-Rep and DPW 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 Manager. 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 Manager.

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.

The range adjustments shall take effect on January 1 of the current year and must be approved by the Common Council.

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 Manager 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 Manager 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 Manager 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 Manager 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. 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 Manager 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 Manager will determine the starting salary that will be offered to the individual. The

Department Head or Human Resources Department shall make a conditional oral offer of employment to the candidate, which if accepted, shall be followed by a conditional written offer of employment from the Human Resources Department. Both the oral and written offers of employment are 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 Manager 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:

1. 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.
2. 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.
3. 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).
4. 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).

Before an offer is made to an applicant, it must be approved, in consultation with the respective department head, by the Human Resources Manager. Any department head desiring to hire an applicant under items 2) or 3), above, must request special approval from the Human Resources Manager 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. Evaluation Period Compensation

Employees are not eligible to receive salary increase during the first six (6) months of continuous work comprising the evaluation period following the last hire date to the City. Upon satisfactory completion of the evaluation period, employees may be eligible for an increase in salary assuming performance during this evaluation meets or exceeds basic expectations of the position.

3. 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 Manager.

4. 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. 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.

6. 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.

7. 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 equal to 50% of the budgeted salary increase, until the employee's pay again falls within the range. For example, if the budgeted salary increase is 2%, and an employee's hourly pay is \$24 per hour, yet the salary range for that position is a maximum of \$20 per hour, that employee would be eligible for a merit increase of 1% of base salary in the form of a one-time lump sum of \$499.20 ($\$24 \text{ hour} \times 2080 \text{ full-time hours in a year} \times 1\% = \$499.20$).

8. 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.

9. 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 XIII).

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

Another initiative introduced in 2011 was to move to a merit increase program where an employees pay was directly affected by their performance. Verifying an appropriate pay was a critical step moving into 2013. Now that we've accomplished that (for the most part), we are now moving into the second phase of the employee's pay being tied directly to their performance. Rating an employee's performance is a new concept for many employees of the city. During 2012, many employees were given performance reviews for the first time during their employment. Pay increases were issued in 2012 automatically for most employees, who were issued a 1% increase in January 2012 and a 1%

increase in July 2012. Moving into 2013, the City Council approved a 2% increase to the salary budget. However, a merit increase isn't automatic. It must be earned.

Each employee will receive a performance review based on their employment anniversary. The review form has 4 categories of performance: Unacceptable, Below, Successfully Achieved and Exceeds. See Exhibit #3, Yearly Performance Appraisal.

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). For exempt positions, the Goals Template (Exhibit #4) needs to be used. For non-exempt and hourly positions, the supervisor has the discretion to use either the goals template or the communication form located on the 2nd page of the Performance Evaluation Form.

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 Manager 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 2013 is 2%. This amount shall remain in effect until replaced by the Common Council.

All merit increase adjustments shall be based on documented performance with higher increase percentages being reserved for higher performance. The actual size of the merit increase shall follow the percentage guidelines in the Merit Adjustment Schedule found in Exhibit #8. All merit adjustment requests made by department heads for individual employees are subject to appropriate documentation which is reviewed by the Human Resources Manager.

The City shall review the merit adjustment every year. This review will be conducted by the Human Resources Manager 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.

By applying the merit adjustment percentage to the employee's current salary it provides newer employees 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.

4. Frequency of Merit Reviews

Unless otherwise noted in a new or promoted employee's offer letter, consideration for merit adjustments shall be once every twelve (12) months in accordance with the procedure in Section XIII. C.

A. Employees Returning from a Leave of Absence or Rehired

The scheduled date of a review and the adjustment effective date shall be delayed one (1) month for each full month of absence from the first day of absence, provided the absence exceeds thirty (30) days. The thirty (30) day period is calculated from the first working day not worked to the date the employee returns to work. Increases will not be granted while an employee is absent from work. Sick leave, temporary layoff, or any other similar reason for time off, whether requested by the City or the employee, shall be included under the rescheduling policy except as otherwise required under State and/or Federal law.

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 (completing a Merit Adjustment Form, Exhibit #5) for the employee that is consistent with the established merit adjustment amount, using the performance appraisal process (Exhibit #1) and 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 of the merit adjustment increase shall be applied at 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 Manager. 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 Manager. The Human Resources Manager 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 terms and conditions of their 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 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.

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.



Performance Evaluation Process

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

- Step 1: Department leaders need to identify current and future needs within their department, as well as needs within other departments they affect. Once that's completed, goals need to filter throughout the department. For 2013, exempt employees can utilize a "Goals Template 2013 Blank" located in the S: drive/All Users / HR / Performance Evaluation / Goals Template 2013 Blank. All other employees may use that form or the second page of the Performance Evaluation to list the goals.
- Step 2: Approximately 3 weeks prior to the evaluation, manager should provide employee with an Employee Questionnaire Form. The employee needs to complete the questionnaire and return to the supervisor prior to the performance evaluation.
- Step 3: Performance Evaluation. On a yearly basis, supervisor need to evaluate the performance of the employee. There are 4 general categories to describe the employee's performance:

4. PERFORMANCE EXCEEDS EXPECTATIONS - A level of accomplishments that goes beyond reasonable but demanding standards of performance, particularly in the key areas of responsibility. This employee consistently demonstrates an exceptional level of achievement. This rating applies to those who number among the best.

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

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

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

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

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



Yearly Performance Evaluation

Name: _____

Clock: 12345

Job Title/Grade: _____

Dept: 12345

List Department

01

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.	☐ <u>Many mistakes.</u> Repeated occurrences of careless work and excessive rework/redoing of assignments.	☐ <u>Needs improvement.</u> Higher than normal amount of rework.	☐ <u>Achieved quality.</u> Solid performance. Seldom if any rework is necessary.	☐ <u>High quality.</u> 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.	☐ <u>Fails to meet standards.</u> Very slow on most job assignments. Fails to meet standards of the position.	☐ <u>Below standard.</u> Generally below standard, requires more time to complete assignments than expected.	☐ <u>Achieved standards.</u> Achieved department standards and expected requirements.	☐ <u>Production high.</u> Employee consistently exceeds production standards or goals.	
Job Knowledge Measures the employee's knowledge of the job and standard work practices.	☐ <u>Unwilling/unable.</u> Has not learned and/or makes little attempt to improve.	☐ <u>Is still learning job.</u> Does not fully understand all job requirements or standard work procedures.	☐ <u>Knows job requirements.</u> Follows standard work methods and procedures.	☐ <u>Good job knowledge.</u> Knowledge of standard work. Keeps up with new developments.	
Work Area/Safety Measures employee's commitment to safety and continuous improvement.	☐ <u>Does not support.</u> Departmental objectives are ignored and/or has minimal regard for safety.	☐ <u>Shows some support.</u> of continuous improvement objectives and safety, areas for improvement needed.	☐ <u>Supports Safety objectives.</u> and follows safety rules and procedures.	☐ <u>Leads safety.</u> 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.	☐ <u>Resists change.</u> Slow to adapt to new situations or support cross-functional needs of the department.	☐ <u>Slow to adapt.</u> Some resistance to change. Slow to adapt to cross-functioning initiatives.	☐ <u>Adaptable.</u> Learns job requirements in a normal amount of time. Supports improvement.	☐ <u>Adjusts readily.</u> Very adaptable to change. Takes ownership of initiatives.	
Cooperation Measures employee's ability to respond positively to assigned tasks and to work with others.	☐ <u>Does not follow.</u> instructions. Continual friction with others and is hard to work with.	☐ <u>Reluctant to follow.</u> directions or instructions. Periodic friction with others.	☐ <u>Follows instructions.</u> and cooperates satisfactorily with supervisor and co-workers.	☐ <u>Responds readily.</u> 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.	☐ <u>Constantly critical.</u> of employer, job assignment, and/or other employees. Has caused dissension among others.	☐ <u>Needs improvement.</u> in overall attitude toward the City and/or fellow employees.	☐ <u>Has positive attitude.</u> toward his/her work and the City. Sets a good example for others.	☐ <u>Very positive attitude.</u> Promotes good will. Held in high esteem by co-workers and supervisors and members of the community.	
Dependability Measures the employee's ability to follow job instructions and complete his/her assignment.	☐ <u>Unable or unwilling.</u> to follow job instructions and has repeated trouble completing work assignments.	☐ <u>Needs guidance.</u> to insure job instructions are followed and work assignments completed.	☐ <u>Generally dependable.</u> Can be depended upon to do the job correctly and within standards.	☐ <u>Completes jobs.</u> under any conditions to the best of his/her ability.	
Attendance/Punctuality Measures employee's overall attendance and punctuality.	☐ <u>Unreliable attendance.</u> High absence and tardiness rate. Leaves early. Doesn't respond to emergencies.	☐ <u>Often tardy or absent.</u> Employee is working towards improvement.	☐ <u>Acceptable attendance.</u> Tardy very seldom if at all. Responds to emergency calls. Willing to stay late when	☐ <u>Very good attendance.</u> At work on time. Willing to help out for emergencies calls.	
OVERALL Performance Based on ratings above, indicate the employee's overall performance rating.	☐ <u>UNACCEPTABLE.</u> Employee's performance is unacceptable to position. (Not Competent)	☐ <u>BELOW MINIMUM.</u> Employee's performance at times fails to meet minimum job requirements. (Working toward Competency)	☐ <u>ACHIEVED.</u> Employee's performance meets all position requirements. (Employee is competent in his/her job)	☐ <u>EXCEEDS.</u> Employee's performance exceeds position requirements. (Employee is very competent in job)	

Supervisor's Signature

Date

Department Head's Signature

Date

Human Resource Signature

Date

Introduced/...

Communications Review / Feedback Opportunity

(This section must be completed and signed by the employee)

1. Goals for the next year (supv completes / may use Goals Template):

2. Additional comments:

I have received an explanation of this evaluation and would like to make the following comments:

Next Review Date

Employee's Signature

Date

Supervisor's Signature

Date

DEPARTMENT OF : 2013 YEARLY REVIEW

DATE: Jan 13

EMPLOYEE:

TITLE:

2013

Measurable Goals, Objectives and Results

Goal:				CAREER
Timeframe:				
Steps:				
Questions:				

Goal:				CROSS TRAINING
Timeframe:				
Steps:				
Questions:				

Goal:				SOFTWARE
Timeframe:				
Steps:				
Questions:				

Goal:				PRIMARY DUTY
Timeframe:				
Steps:				
Questions:				

Goal:				OTHER DEPARTMENTS
Timeframe:				
Steps:				
Questions:				

Calendar Review	NOV	DEC	JAN	FEB	MAR	APR	MAY
	JUN	JUL	AUG	SEPT	OCT	NOV	DEC

(shade in the months that correspond with the GOAL Timeframe)

Notes	
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MERIT ADJUSTMENT FORM

DATE: _____

TO: Human Resources / Payroll

FROM: _____
Supervisor Department Head Signature

RE: _____
Employee Name

Merit Adjustment Percent

The merit adjustment for this employee is indicated above. Please include a copy of this form with the completed *Performance Evaluation Form* and completed *Employee Questionnaire Form* for this employee in his/her personnel file.

Any questions should be directed to Human Resources.

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 Manager.

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

01/2013

Non-Represented Exempt & Non-Exempt Salary Grade Ranges 2013 Hourly Pay and Annual Base Salary					
Salary Grade	Q1	Q2	Q3	Q4	
	Minimum	Below Midpt	Midpoint	Above Midpt	Maximum
1	11.46 23,828.48	12.89 26,807.04	14.32 29,785.60	15.75 32,764.16	17.18 35,742.72
2	13.12 27,289.60	14.76 30,700.80	16.40 34,112.00	18.04 37,523.20	19.68 40,934.40
3	15.57 32,381.44	17.51 36,429.12	19.46 40,476.80	21.41 44,524.48	23.35 48,572.16
4	16.93 35,210.24	19.04 39,611.52	21.16 44,012.80	23.28 48,414.08	25.39 52,815.36
5	18.34 38,138.88	20.63 42,906.24	22.92 47,673.60	25.21 52,440.96	27.50 57,208.32
6	19.74 41,050.88	22.20 46,182.24	24.67 51,313.60	27.14 56,444.96	29.60 61,576.32
7	21.14 43,962.88	23.78 49,458.24	26.42 54,953.60	29.06 60,448.96	31.70 65,944.32
8	21.99 45,743.36	24.74 51,461.28	27.49 57,179.20	30.24 62,897.12	32.99 68,615.04
9	26.37 54,845.44	29.66 61,701.12	32.96 68,556.80	36.26 75,412.48	39.55 82,268.16
10	28.45 59,171.84	32.00 66,568.32	35.56 73,964.80	39.12 81,361.28	42.67 88,757.76
11	31.65 65,827.84	35.60 74,056.32	39.56 82,284.80	43.52 90,513.28	47.47 98,741.76
12	34.85 72,483.84	39.20 81,544.32	43.56 90,604.80	47.92 99,665.28	52.27 108,725.76
13	38.05 79,139.84	42.80 89,032.32	47.56 98,924.80	52.32 108,817.28	57.07 118,709.76
14	41.30 85,912.32	46.47 96,651.36	51.63 107,390.40	56.79 118,129.44	61.96 128,868.48
15	43.77 91,037.44	49.24 102,417.12	54.71 113,796.80	60.18 125,176.48	65.65 136,556.16
16	46.27 96,245.76	52.06 108,276.48	57.84 120,307.20	63.62 132,337.92	69.41 144,368.64

DPW Labor Workforce 2013 Hourly Pay and Annual Base Salary					
Job Class	Q1	Q2	Q3	Q4	
	Minimum	Below Midpoint	Midpoint	Above Midpoint	Maximum
1	17.00 35,360.00	17.83 37,086.40	18.66 38,812.80	19.49 40,539.20	20.32 42,265.60
2	19.00 39,520.00	19.93 41,454.40	20.86 43,388.80	21.79 45,312.80	22.71 47,236.80
3	21.00 43,680.00	22.03 45,812.00	23.05 47,944.00	24.08 50,076.00	25.10 52,208.00
4	23.00 47,840.00	24.13 50,180.00	25.25 52,520.00	26.37 54,849.60	27.49 57,179.20

MERIT ADJUSTMENT SCHEDULES

Schedule A: Employees less than the maximum pay of their pay range

Incentive Adjustments

Employees who are below the midpoint of their payrange will have the incentive adjustment applied to their base compensation.

Employees at or above the midpoint of their payrange will receive the incentive adjustment in the form of a one-time lump sum.

Schedule B: Employees at or above the top of their pay range

<u>Overall Performance</u>	<u>Schedule A</u>		<u>Schedule B</u>	
	<u>Merit Increase</u>	<u>Incentive Adjustment or Lump Sum</u>	<u>Merit Lump Sum</u>	<u>Incentive Bonus/ Lump Sum</u>
Unacceptable	0.00%	0.00%	0.00%	0.00%
Below Minimum	0.50%	0.00%	0.00%	0.00%
Successfully Achieved	1.50%	0.50%	0.75%	0.25%
Exceeds	2.00%	1.00%	1.00%	0.50%

The Merit Program has two parts: Job Performance and Goals.

- 1) ***Merit Increase/Lump Sum*** based on job performance. This rating measures how the employee did on an overall basis in the performance of their job. Each employee has a job description. On a yearly basis, the employee's supervisor evaluates the employee's overall performance in accomplishing the essential functions of their job.

For example, a person who did exactly what they were asked ***Successfully Achieved*** the expectations of their job. The employee who falls under schedule A will receive a 1.5% merit increase to their base salary. The employee who falls under schedule B will receive a one-time lump sum of .75% of their base salary.

- 2) ***Incentive Adjustments/Lump Sums*** relate to the accomplishments of the additional goals that were established in the previous year. Employees who clearly accomplished the goals identified for them or performed additional or replacement goals approved by their supervisor will receive the identified incentive adjustment or lump sum as it relates to their Overall Performance rating. So in the example listed in the previous paragraph, that employee ***Successfully Achieved*** their job duties and successfully completed every goal asked of them. Therefore, that employee in schedule A will receive an additional .50% increase to their base pay. The employee in schedule B will receive a .25% lump sum.

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

~~XI~~

6.8

R. C. No. 379 - 12 - 13. By SALARIES AND GRIEVANCES. February 18, 2013.

The Committee met and discussed the job descriptions for the Department of Public Works and recommends approval contingent to the Public Works Committee approving the recommendation.

Liesou

Greg Peters

Julie Kath

[Red Signature]

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VI

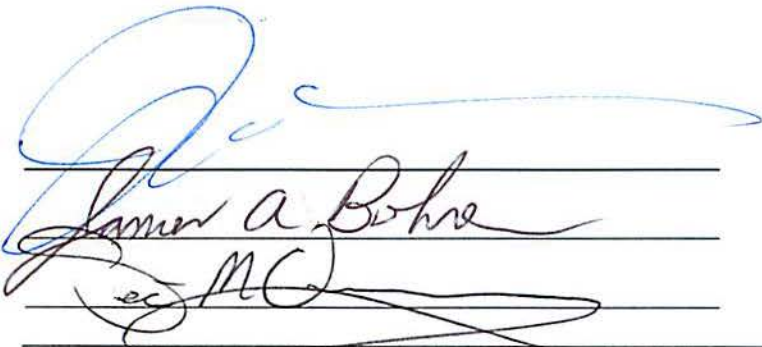
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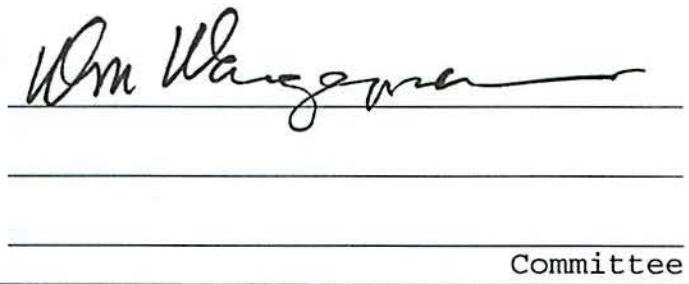
R. C. No. 380-12-13. By PUBLIC WORKS. February 18, 2013.

The Public Works Committee has reviewed the new proposed job descriptions for the Department of Public Works, as presented in the Salaries & Grievances Committee meeting on February 11.

The Public Works Committee has no objections to the proposed job descriptions and supports the Salaries & Grievances recommendation.

Lies over


James A. Bohre
ec MC


Wm Waggaman
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

X

6.10

R. C. No. 381 - 12 - 13. By SALARIES AND GRIEVANCES. February 18, 2013.

The Salaries and Grievances Committee met and discussed and recommends adopting the revised City of Sheboygan Compensation Program for Non-Represented Employees as presented by the Human Resources Manager.

Lies over

Gay Reed

Julie Kath

[Signature]

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

178
111X



CITY OF SHEBOYGAN

COMPENSATION

PROGRAM

FOR

NON-REPRESENTED

EMPLOYEES

Introduced to Salaries & Grievance Committee
February 11, 2013

Updated February 18, 2013
To reflect minor changes

Submitted for approval to City Council
February 18, 2013

(Modifying R.C. 141-11-12 from August 15, 2011)

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I. EXECUTIVE SUMMARY

In November 2011, the City of Sheboygan's Human Resources Department introduced a new performance management system with an effective date of January 1, 2012. This system was developed to incorporate a pay for performance, or merit based, review system, as well as an introduction to goal setting for all non-represented city employees. In the past, different segments of employees received different pay increase programs. Some employees were on a tiered system, where years of service automatically qualified the employee for a pay increase. Other employees were given a performance review, but generally, that review did not correspond to an employee's ability to receive a pay increase. 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.

During the introductory year, 2012, employees received performance reviews. For many employees, these were the first formal reviews they received during their employment. For others, the format itself changed, although they were given reviews in the past. However, during this first year of change, in order to ease the transition, raises were not tied into the review for calendar year 2012. Utilizing the 2008 pay scale for non-reps and the most current Labor & Trades pay scale, employees under the top of their pay grade received a 1% increase in January 2012 and a 1% increase in July 2012. This did not affect the payscale itself as the pay scales were frozen pending the outcome of the survey results. Those at the top of their pay grade received the equivalent one-time lump sum ("bonus") which did not affect their base pay. Their equivalent lump sum was 1% in January and ½% in July.

One of the challenges during this roll-out year has to do with the job codes and pay scales, as the non-represented pay scale hasn't been formally reviewed since 2008. During that year, the consulting firm, Carlson Dettmann, performed a comprehensive study of non-represented positions involving their job descriptions and wages. A wage scale was created. Due to wage freezes in the non-represented employee group for the past few years, the scale itself is out of date. In addition, based on the changes in benefits post Act 10, the overall compensation package of employees needed to be reviewed. Accordingly, the Human Resources Department began the task of reviewing job descriptions, compensation and benefit programs and developed a plan of attack.

The first review took place during 2012 and involved FLSA testing regarding the application of exempt vs. non-exempt employment status. Several positions were misclassified as non-exempt (eligible for overtime compensation) and were appropriately reclassified. These positions included Accountant, Analyst, Senior Accountant, Chemist, Naturalist, Programmer, and Neighborhood Development Specialist.

The second review has to do with the benefit programs. Since many municipalities continue to have contracts that are awaiting expiration, this review is a bit more difficult to perform. We do know that in the Sheboygan area, the City of Sheboygan as an employer is competitive with their benefit package. This is an area the Human Resources Department will continue to monitor over the next few years as other like-sized municipalities migrate to have a similar sized group of non-represented employees.

The third area needing to be reviewed was the salary we pay our employees. We want to continue our positive reputation as an employer of choice. To that end, we needed to evaluate where we fall in the current market, both private and public sector employers. Utilizing data from 4 area surveys, a new wage scale has been identified for the non-represented segment of employees. The information gathered

in the study was published by Carlson Dettman Consulting in 2012 in several survey reports. As a participant in the survey results, the City of Sheboygan received a copy of the reports:

- 1) Washington County Custom Survey Report, published in June 2012
- 2) City of Appleton Custom Survey Report, published in October 2012
- 3) Central Wisconsin Custom Survey Report on Base Compensation, published October 2012
- 4) Calumet County Custom Survey Report, published October 2012

Overall, many of our positions were within the market range. The new and old pay scale is listed in the attached Exhibit 1 for all non-represented salaried and hourly positions. Exhibit 2 contains a listing by department of all positions within the department as well as the current and recommended pay grade of the position. In some cases, the pay grade remained the same. However, other positions were adjusted to follow the recommendations provided through survey.

Based on area surveys, between the increases that have occurred in other municipalities over the past few years as well as the comparison to market value, the salaries we currently pay are similar to the ranges of the positions based on the weighted average of the private and public sector employers, with a few exceptions.

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, Mayor, City Attorney, City Clerk, Deputy City Assessor, Chief of Police, Fire Chief, Director of Public Works, Planning Manager, Finance Director/Treasurer, Human Resources Manager, and Director of Parking and Transit.

Department Head Advisory Committee: Comprised of the non-elected, appointed department heads of the employer, as defined above and the City Attorney.

Employee(s): Any active, permanent full-time or permanent part-time, non-probationary, 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.

Evaluation Period: The first six (6) months of continuous service as an active non-represented employee. Continuous employment is defined as a minimum of one hundred thirty (130) days of active employment.

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 program. This includes developing and reviewing the effectiveness of performance appraisal activities, and ensuring that employees receive timely and accurate appraisals.
9. Updating the compensation program document contained herein 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 Manager 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 is comprised of the non-elected appointed Department Heads of the City and the City Attorney, and is chaired by the Human Resources Manager.

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

1. At the request of the Human Resources Manager, 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 Manager, 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 Manager, 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 Manager, 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 Manager, 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 Manager, after input from the Department Head Advisory Committee, and approval of the Salaries and Grievances Committee.

In addition, upon recommendation of the Human Resources Manager 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. See attached Exhibit #7, the 2013 Non-Rep and DPW 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 Manager. 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 Manager.
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.

The range adjustments shall take effect on January 1 of the current year and must be approved by the Common Council.

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 Manager 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 Manager 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 Manager 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 Manager 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. 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 Manager make such recommendation to the Salaries and Grievances Committee for their approval. The pay grade assignment shall become effective the first day of the next full pay period following the approval of the Salaries and Grievances Committee.

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 Manager will determine the starting salary that will be offered to the individual. The Department Head or Human Resources Department shall make a conditional oral offer of employment to the candidate, which if accepted, shall be followed by a conditional written offer of employment from

the Human Resources Department. Both the oral and written offers of employment are 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 Manager 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:

1. 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.
2. 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.
3. 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).
4. 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).

Before an offer is made to an applicant, it must be approved, in consultation with the respective department head, by the Human Resources Manager. Any department head desiring to hire an applicant under items 2) or 3), above, must request special approval from the Human Resources Manager 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. Evaluation Period Compensation

Employees are not eligible to receive salary increase during the first six (6) months of continuous work comprising the evaluation period following the last hire date to the City. Upon satisfactory completion of the evaluation period, employees may be eligible for an increase in salary assuming performance during this evaluation meets or exceeds basic expectations of the position.

3. 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 Manager.

4. 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. 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.

6. 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.

7. 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 equal to 50% of the budgeted salary increase, until the employee's pay again falls within the range. For example, if the budgeted salary increase is 2%, and an employee's hourly pay is \$24 per hour, yet the salary range for that position is a maximum of \$20 per hour, that employee would be eligible for a merit increase of 1% of base salary in the form of a one-time lump sum of \$499.20 ($\$24 \text{ hour} \times 2080 \text{ full-time hours in a year} \times 1\% = \$499.20$).

8. 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.

9. 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 XIII).

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

Another initiative introduced in 2011 was to move to a merit increase program where an employees pay was directly affected by their performance. Verifying an appropriate pay was a critical step moving into 2013. Now that we've accomplished that (for the most part), we are now moving into the second phase of the employee's pay being tied directly to their performance. Rating an employee's performance is a new concept for many employees of the city. During 2012, many employees were given performance reviews for the first time during their employment. Pay increases were issued in 2012 automatically for most employees, who were issued a 1% increase in January 2012 and a 1% increase in July 2012. Moving into 2013, the City Council approved a 2% increase to the salary budget. However, a merit increase isn't automatic. It must be earned.

Each employee will receive a performance review based on their employment anniversary. The review form has 4 categories of performance: Unacceptable, Below, Successfully Achieved and Exceeds. See Exhibit #2, Yearly Performance Appraisal.

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). For exempt positions, the Goals Template (Exhibit #3) needs to be used. For non-exempt and hourly positions, the supervisor has the discretion to use either the goals template or the communication form located on the 2nd page of the Performance Evaluation Form.

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 Manager 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 2013 is 2%. This amount shall remain in effect until replaced by the Common Council.

All merit increase adjustments shall be based on documented performance with higher increase percentages being reserved for higher performance. The actual size of the merit increase shall follow the percentage guidelines in the Merit Adjustment Schedule found in Exhibit #8. All merit adjustment requests made by department heads for individual employees are subject to appropriate documentation which is reviewed by the Human Resources Manager.

The City shall review the merit adjustment every year. This review will be conducted by the Human Resources Manager 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.

By applying the merit adjustment percentage to the employee's current salary it provides newer employees 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.

4. Frequency of Merit Reviews

Unless otherwise noted in a new or promoted employee's offer letter, consideration for merit adjustments shall be once every twelve (12) months in accordance with the procedure in Section XIII. C.

A. Employees Returning from a Leave of Absence or Rehired

The scheduled date of a review and the adjustment effective date shall be delayed one (1) month for each full month of absence from the first day of absence, provided the absence exceeds thirty (30) days. The thirty (30) day period is calculated from the first working day not worked to the date the employee returns to work. Increases will not be granted while an employee is absent from work. Sick leave, temporary layoff, or any other similar reason for time off, whether requested by the City or the employee, shall be included under the rescheduling policy except as otherwise required under State and/or Federal law.

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 (completing a Merit Adjustment Form, Exhibit #4) for the employee that is consistent with the established merit adjustment amount, using the performance appraisal process (Exhibit #1) and 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 of the merit adjustment increase shall be the first payroll following the employee's anniversary date.

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 Manager. 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 Manager. The Human Resources Manager 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 terms and conditions of their 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 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.

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

Once per year, Human Resources will provide Department Managers/Heads a list of employees and their anniversary dates. This will be the master list to be used as a reminder of when performance reviews need to be completed.

Step 1: 30 days prior to anniversary date, employee completes Employee Self Evaluation Questionnaire and gives the completed form to the supervisor.

Step 2: Supervisor completes Performance Evaluation Form and Merit Adjustment Form following guidelines of the Non-Rep Compensation Program.

For 2013, the budgeted increase is 2%. Employees within their payrange can earn anywhere between 0 – 2% as an increase to the base salary depending on their performance and achievement of their goals (up to 1% lump sum for those at the top or over their payrange). Requests for varying from the budgeted amount require department head support and Chief Administrator Officer approval.

Step 3: All salaried exempt employees need to have specific goals identified using the Goals Template 2013 Blank. This form is located in the S: drive under All City Users / HR / Performance Evaluation.

Goal development should be a collaborative process with input from both supervisor and employee. A copy of the goals form should accompany the completed evaluation. The employee should retain the original for reference throughout the year.

Non-exempt and hourly employees may identify specific goals within their daily tasks or departments. The Goals form may be used but is not required. Page 2 of the Performance Evaluation has available space to include goal development.

Supervisor and employee review the completed evaluation and questionnaire, and supervisor informs employee of the merit adjustment decision.

Step 4: Supervisor attains signature from Dept Manager/Head and forwards all completed forms to Human Resources.

Step 5: Human Resources / Payroll updates pay, if necessary, and files the original paperwork in the employee file.



Exhibit #2

Employee Self Evaluation Questionnaire

(Part of the Performance Evaluation Process)

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.

Name _____
Print

Date _____

Position _____

Evaluation Period _____

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 didn't you accomplish that you had planned on accomplishing? 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 the Manager/Head of this Department help you to work more effectively and support your goals?
8. How can our team help you achieve your goals?
9. What additional training or development would help you improve and/or enhance your work performance?
10. What feedback or suggestions do you have to improve our department?



Yearly Performance Evaluation

Exhibit 3

Name:

Name

Clock:

12345

Job Title/Grade:

Title

Dept:

12345

List Department

Change Rate from

N/A

2

N/A

Eff. Date

10/1/2013

	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.	☐ <u>Many mistakes.</u> Repeated occurrences of careless work and excessive rework/redoing of assignments	☐ <u>Needs improvement.</u> Higher than normal amount of rework.	☐ <u>Achieved quality.</u> Solid performance. Work seldom requires rework	☐ <u>High quality.</u> 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	☐ <u>Fails to meet standards.</u> Very slow on most job assignments. Fails to meet standards of the position.	☐ <u>Below standard.</u> Generally below standard; requires more time to complete assignments than expected	☐ <u>Achieved standards.</u> Achieved department standards and average requirements.	☐ <u>Production high.</u> Employee consistently exceeds production standards or goals	
Job Knowledge Measures the employee's knowledge of the job and standard work practices.	☐ <u>Unwilling/unable</u> Has not learned and/or makes little attempt to improve.	☐ <u>Is still learning job</u> Does not fully understand all job requirements or standard work procedures.	☐ <u>Knows job requirements</u> Follows standard work methods and procedures	☐ <u>Good job knowledge</u> Knowledge of standard work. Keeps up with new developments	
Work Area/Safety Measures employee's commitment to safety and continuous improvement.	☐ <u>Does not support</u> Departmental objectives are ignored and/or has minimal regard for safety	☐ <u>Shows some support</u> of continuous improvement objectives and safety; areas for improvement needed.	☐ <u>Supports Safety objectives</u> and follows safety rules and procedures.	☐ <u>Leads safety.</u> 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.	☐ <u>Resists change</u> Slow to adapt to new situations or support cross-functional needs of the department	☐ <u>Slow to adapt.</u> Some resistance to change. Slow to adapt to cross-functioning initiatives	☐ <u>Adaptable.</u> Learns job requirements in a normal amount of time. Supports improvement	☐ <u>Adjusts readily</u> Very adaptable to change. Takes ownership of initiatives.	
Cooperation Measures employee's ability to respond positively to assigned tasks and to work with others.	☐ <u>Does not follow</u> instructions. Continual friction with others and is hard to work with.	☐ <u>Reluctant to follow</u> directions or instructions. Periodic friction with others.	☐ <u>Follows instructions</u> and cooperates satisfactorily with supervisor and co-workers	☐ <u>Responds readily</u> 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	☐ <u>Constantly critical</u> of employer, job assignment, and/or other employees. Has caused dissension among others	☐ <u>Needs improvement</u> in overall attitude toward the City and/or fellow employees.	☐ <u>Has positive attitude</u> toward his/her work and the City. Sets a good example for others	☐ <u>Very positive attitude.</u> Promotes good will. Held in high esteem by co-workers and supervisors and members of the community.	
Dependability Measures the employee's ability to follow job instructions and complete higher assignment	☐ <u>Unable or unwilling</u> to follow job instructions and has repeated trouble completing work assignments	☐ <u>Needs guidance</u> to insure job instructions are followed and work assignments completed	☐ <u>Generally dependable</u> Can be depended upon to do the job correctly and within standards	☐ <u>Completes jobs</u> under any conditions to the best of his/her ability.	
Attendance/Punctuality Measures employee's overall attendance and punctuality.	☐ <u>Unreliable attendance</u> High absence and tardiness rate. Leaves early. Doesn't respond to emergencies.	☐ <u>Often tardy or absent</u> Employee is working towards improvement.	☐ <u>Acceptable attendance</u> Tardy very seldom. Responds to emergency calls. Willing to stay late when needed	☐ <u>Very good attendance.</u> At work on time. Willing to help out for emergencies calls	
OVERALL Performance Based on ratings above, indicate the employee's overall performance rating	☐ <u>UNACCEPTABLE</u> Employee's performance is unacceptable to position (Not Competent)	☐ <u>BELOW MINIMUM.</u> Employee's performance at times fails to meet minimum job requirements. (Working toward Competency)	☐ <u>ACHIEVED</u> Employee's performance meets all position requirements. (Employee is competent in his/her job)	☐ <u>EXCEEDS.</u> Employee's performance exceeds position requirements. (Employee is very competent in job)	

Supervisor's Signature

Date

Department Head's Signature

Date

Human Resource Signature

Date

Revised 1/1/2013

Communications Review / Feedback Opportunity

(This section must be completed and signed by the employee)

1. Goals for the next year (supv completes / may use Goals Template)

2. Additional comments:

I have received an explanation of this evaluation and would like to make the following comments:

Next Review Date

Employee's Signature

Date

Supervisor's Signature

Date

Goals Template

DEPARTMENT OF XYZ, City of Sheboygan
 DATE: CREATED: November 20, 2012
 EMPLOYEE:
 TITLE:

2013

Measurable Goals, Objectives and Timeline

Goal:	Fostering leadership growth		CAREER DEV / LEADERSHIP
Timeframe:	2013		
Steps:	Attend one leadership/supervisory training session on how to be an effective leader Read two leadership books on personal time Communicating effectively with colleagues		

Goal:	Cross Training department personnel and create a succession plan		CROSS TRAINING
Timeframe:	2013		
Steps:	Develop an interdepartment needs analysis and identify a plan of cross training by March 31, 2013 Implement the plan and track progress.		

Goal:	Reduce departmental budget by 10%		REDUCE DEPARTMENT COSTS
Timeframe:	2013		
Steps:	Utilizing my team, brainstorm on cost savings ideas. Introduce ideas to senior staff Implement Plan		

Goal:			
Timeframe:			
Steps:			

Goal:	Create a Department environment where staff enjoy coming to work.		DEPT MANAGEMENT
Timeframe:	2013		
Steps:	Hold at least one team building exercise per year Identify training opportunities, both on-line and through CVMIC, to foster continuous improvement Be a resource for staff development		



MERIT ADJUSTMENT FORM

DATE: _____

TO: Human Resources / Payroll
 RE: _____
 Employee Name (Please Print) Employee Number

 Current Title

 Merit Adjustment Percent

 APPROVAL: _____
 Supervisor Department Head Approval

The merit adjustment for this employee is indicated above. Please include a copy of this form with the completed Performance Evaluation Form in his/her personnel file. Any questions should be directed to Human Resources.

 Payroll / HR Purposes Only

_____ Employee Anniversary Date

_____ Start-Date of Pay Increase _____ Amount of lump-sum

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 Manager.

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

01/2013

Non-Represented Exempt & Non-Exempt Salary Grade Ranges 2013 Hourly Pay and Annual Base Salary					
Salary Grade	Q1	Q2	Q3	Q4	
	Minimum	Below Midpt	Midpoint	Above Midpt	Maximum
1	11.46 23,828.48	12.89 26,807.04	14.32 29,785.60	15.75 32,764.16	17.18 35,742.72
2	13.12 27,289.60	14.76 30,700.80	16.40 34,112.00	18.04 37,523.20	19.68 40,934.40
3	15.57 32,381.44	17.51 36,429.12	19.46 40,476.80	21.41 44,524.48	23.35 48,572.16
4	16.93 35,210.24	19.04 39,611.52	21.16 44,012.80	23.28 48,414.08	25.39 52,815.36
5	18.34 38,138.88	20.63 42,906.24	22.92 47,673.60	25.21 52,440.96	27.50 57,208.32
6	19.74 41,050.88	22.20 46,182.24	24.67 51,313.60	27.14 56,444.96	29.60 61,576.32
7	21.14 43,962.88	23.78 49,458.24	26.42 54,953.60	29.06 60,448.96	31.70 65,944.32
8	21.99 45,743.36	24.74 51,461.28	27.49 57,179.20	30.24 62,897.12	32.99 68,615.04
9	26.37 54,845.44	29.66 61,701.12	32.96 68,556.80	36.26 75,412.48	39.55 82,268.16
10	28.45 59,171.84	32.00 66,568.32	35.56 73,964.80	39.12 81,361.28	42.67 88,757.76
11	31.65 65,827.84	35.60 74,056.32	39.56 82,284.80	43.52 90,513.28	47.47 98,741.76
12	34.85 72,483.84	39.20 81,544.32	43.56 90,604.80	47.92 99,665.28	52.27 108,725.76
13	38.05 79,139.84	42.80 89,032.32	47.56 98,924.80	52.32 108,817.28	57.07 118,709.76
14	41.30 85,912.32	46.47 96,651.36	51.63 107,390.40	56.79 118,129.44	61.96 128,868.48
15	43.77 91,037.44	49.24 102,417.12	54.71 113,796.80	60.18 125,176.48	65.65 136,556.16
16	46.27 96,245.76	52.06 108,276.48	57.84 120,307.20	63.62 132,337.92	69.41 144,368.64

DPW Labor Workforce 2013 Hourly Pay and Annual Base Salary					
Job Class	Q1	Q2	Q3	Q4	
	Minimum	Below Midpoint	Midpoint	Above Midpoint	Maximum
1	17.00 35,360.00	17.83 37,086.40	18.66 38,812.80	19.49 40,539.20	20.32 42,265.60
2	19.00 39,520.00	19.93 41,454.40	20.86 43,388.80	21.79 45,312.80	22.71 47,236.80
3	21.00 43,680.00	22.03 45,812.00	23.05 47,944.00	24.08 50,076.00	25.10 52,208.00
4	23.00 47,840.00	24.13 50,180.00	25.25 52,520.00	26.37 54,849.60	27.49 57,179.20

MERIT ADJUSTMENT SCHEDULES

Schedule A: Employees less than the maximum pay of their pay range

Incentive Adjustments

Employees who are below the midpoint of their payrange will have the incentive adjustment applied to their base compensation.

Employees at or above the midpoint of their payrange will receive the incentive adjustment in the form of a one-time lump sum.

Schedule B: Employees at or above the top of their pay range

<u>Overall Performance</u>	<u>Schedule A</u>		<u>Schedule B</u>	
	<u>Merit Increase</u>	<u>Incentive Adjustment or Lump Sum</u>	<u>Merit Lump Sum</u>	<u>Incentive Bonus/ Lump Sum</u>
Unacceptable	0.00%	0.00%	0.00%	0.00%
Below Minimum	0.50%	0.00%	0.00%	0.00%
Successfully Achieved	1.50%	0.50%	0.75%	0.25%
Exceeds	2.00%	1.00%	1.00%	0.50%

The Merit Program has two parts: Job Performance and Goals.

- 1) ***Merit Increase/Lump Sum*** based on job performance. This rating measures how the employee did on an overall basis in the performance of their job. Each employee has a job description. On a yearly basis, the employee's supervisor evaluates the employee's overall performance in accomplishing the essential functions of their job.

For example, a person who did exactly what they were asked ***Successfully Achieved*** the expectations of their job. The employee who falls under schedule A will receive a 1.5% merit increase to their base salary. The employee who falls under schedule B will receive a one-time lump sum of .75% of their base salary.

- 2) ***Incentive Adjustments/Lump Sums*** relate to the accomplishments of the additional goals that were established in the previous year. Employees who clearly accomplished the goals identified for them or performed additional or replacement goals approved by their supervisor will receive the identified incentive adjustment or lump sum as it relates to their Overall Performance rating. So in the example listed in the previous paragraph, that employee ***Successfully Achieved*** their job duties and successfully completed every goal asked of them. Therefore, that employee in schedule A will receive an additional .50% increase to their base pay. The employee in schedule B will receive a .25% lump sum.

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

X

6.11

R. C. No. 382 - 12 - 13. By SALARIES AND GRIEVANCES. February 18, 2013.

The Salaries and Grievances Committee met and discussed and recommends approval of the Non-Represented Exempt & Non-Exempt Salary Grade Ranges 2013 Hourly Pay and Annual Base Salary and the DPW Labor Workforce 2013 Hourly Pay and Annual Base Salary as presented by the Human Resources Manager.

Lis over

Cory Roehl

Julie Kath

[Signature]

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

Non-Represented Exempt & Non-Exempt Salary Grade Ranges 2013 Hourly Pay and Annual Base Salary					
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
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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 2013 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

XI

7.1

Gen. Ord. No. 48 - 12 - 13. By Alderpersons Roeseler, VanDerWeele and Donohue. February 18, 2013.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to delete and add various positions to the Table of Organization in the Department Of Public Works for the City of Sheboygan.

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 in Section B. 1, 2, 3, 4, 5, & 6 of Public Works, Buildings & Grounds, Parks, Forestry & Cemetery, Street and Sanitation, Traffic, Vehicle & Equipment as follows:

B. DEPARTMENT OF PUBLIC WORKS

Eliminate each of the following job descriptions:

Maintenance Worker Trainee
Maintenance Cleaner
Maintenance Worker I
Janitor
Labor II
Park Caretaker I
Storekeeper I
Special Services Driver
Sewer Jet
Operator/Camera Operator
Truck Driver
Building Custodian
Drop-off/Recycling Site
Operator
Street Sweeper
Sign Installer
Park CareTaker II
Cemetery Caretaker
Service Mechanic
Cement Finisher Mason
Construction/Maintenance Craftsman I & II,
Maintenance Craftsman
Maintenance Craftsman Buildings
Tree Trimmer

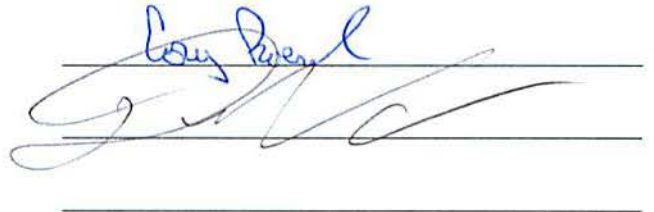
Lies over

Sanitation Operator I
 Painter
 Equipment Operator
 Leadman
 Truck Mechanic
 Certified Truck Mechanic
 Electrician

Add:

TITLE	CLASS GRADE
Maintenance Worker I	1
Maintenance Worker II	2
Maintenance Worker III	3
Maintenance Worker IV	4
Maintenance Worker IV - Leadman	4
Maintenance Worker IV - Truck Mechanic	4
Maintenance Worker IV - Certified Truck Mechanic	4
Maintenance Worker IV - Electrician	4

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job descriptions shall be in effect from and after its passage and publication.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

Job Title: Maintenance Worker I
Grade: 1

Code:

Reports To: General Supervision

Department: Public Works

Classification: Non-Exempt

Division: Non-Represented

Date: January 25, 2013

Approved: S & G: 2/11/13

Updated:

Common Council:

Gen. Ord:

POSITION SUMMARY: Under general supervision, learns and performs varied labor work, as assigned and performs work assignments while learning and using equipment and tools deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Performs labor duties in the cleaning, construction, repair and maintenance of the various activities under the authority of the Department of Public Works.
2. Operates equipment and drives CDL level trucks in order to perform work deemed necessary.
3. Performs duties deemed necessary for the cleaning, heating, ventilating, operating and maintenance of public buildings.
4. Cleans and maintains sidewalks, streets, catch basins, manholes, floors, buildings, and land areas.
5. Cuts weeds, grass and brush using power and hand tools and rakes leaves and other debris.
6. Cleans and maintains public area grounds and equipment.
7. Assists in tree planting, trimming, removal and park activities.
8. Collects garbage, refuse and trash and operates collection equipment.
9. Operates plows and/or shovels snow and assists in the snow removal process.

SUPERVISORY RESPONSIBILITIES: N/A

QUALIFICATION REQUIREMENTS:

Knowledge of the proper uses and techniques for using materials, equipment and power and hand tools for ground maintenance, repair, construction and other departmental activities.

Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

EDUCATION and/or EXPERIENCE:

High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

PRE-EMPLOYMENT:

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

LANGUAGE SKILLS:

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

MATHEMATICAL SKILLS:

Ability to provide basic addition, subtraction, multiplication, division mathematical functions efficiently.

REASONING ABILITY:

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

PHYSICAL DEMANDS:

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

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The ability to work outdoors under all climatic conditions. The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

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

CITY OF SHEBOYGAN

Job Title: Maintenance Worker II
Grade: 2

Code:

Reports To: General Supervision

Department: Public Works

Classification: Non-Exempt

Division: Non-Represented

Date: January 25, 2013

Approved: S & G: 2/11/13

Updated:

Common Council:
Gen. Ord.

POSITION SUMMARY: Under general supervision, performs semi-skilled, skilled and specialized labor including complex physical and mechanical tasks. Responsible for the operation and routine maintenance of trucks and related equipment and facilities including parks, deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Performs semi-skilled and unskilled labor duties in the construction, repair, and maintenance of infrastructure and various activities under the authority of the Department of Public Works.
2. Operates related equipment such as tractors, street sweeper, front-end loader, sewer jet & TV truck, roller, concrete saw, chipper, pumps, boilers, heating and ventilating systems, and drives all CDL level trucks in order to perform work deemed necessary.
3. Performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. Participates in the inspection and maintenance of all storm and sanitary sewers, catch basins, manholes, culverts, other drainage-related areas, and other public works projects.
5. Performs landscaping, grounds maintenance and set-up at parks, cemetery and other public places.
6. Cleans and maintains public area grounds and equipment.
7. Assists in tree planting, trimming, and removal and park activities.
8. Collects garbage, refuse and trash and operates collection equipment.
9. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

SUPERVISORY RESPONSIBILITIES: N/A

QUALIFICATION REQUIREMENTS:

Knowledge of the proper uses and techniques for using materials, equipment and power and hand tools for ground maintenance, repair, construction and other departmental activities.

Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

EDUCATION and/or EXPERIENCE:

High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

PRE-EMPLOYMENT:

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

LANGUAGE SKILLS:

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

MATHEMATICAL SKILLS:

Ability to provide basic addition, subtraction, multiplication, division mathematical functions efficiently.

REASONING ABILITY:

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

PHYSICAL DEMANDS:

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

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

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CITY OF SHEBOYGAN

Job Title: Maintenance Worker III
Grade: 3

Code:

Reports To: General Supervision

Department: Public Works

Classification: Non-Exempt

Division: Non-Represented

Date: January 25, 2013

Updated:

Approved: S & G: 2/11/13
Common Council
Gen. Ord.

POSITION SUMMARY: Under general supervision, performs skilled and specialized labor including complex physical and mechanical tasks. Responsible for the construction and routine maintenance of infrastructure and related equipment and facilities including parks, deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Performs semi-skilled and skilled maintenance duties in the construction, repair, and maintenance of infrastructure, buildings, equipment, mechanical systems and various activities under the authority of the Department of Public Works.
2. Operates related equipment such as tractors, street sweeper, front-end loader, sewer jet & TV truck, roller, concrete saw, chipper, pumps, boilers, heating and ventilating systems, and drives all CDL level trucks in order to perform work deemed necessary.
3. Performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. Constructs and erects forms true to line and grade. Correctly places, finishes and cures concrete, calculates quantity and may specify mixtures. Correctly proportions and mixes mortar. Lays masonry units of all types as directed for buildings, manholes, retaining walls, park units and other miscellaneous uses of masonry.
5. Performs landscaping, grounds maintenance and set-up at parks, cemetery and other public places. Serves as the coordinator at public festivals and acts as the liaison for the parks or cemetery division.
6. Prepares, layout and performs painting work, including buildings, bridges, equipment, furniture and traffic painting. Operates computer sign design software and fabricates traffic and display information signs.
7. Performs tree planting, trimming, and removal and park activities. Operates bucket truck and chain saws effectively and safely in daily tree work.
8. Assigned daily to collect garbage, refuse and trash and operates and maintains collection equipment. Notifies leadman of violations with regard to garbage and recycling ordinances. Responsible for maintaining garbage truck and performs daily inspections.
9. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

SUPERVISORY RESPONSIBILITIES: N/A**QUALIFICATION REQUIREMENTS:**

Thorough knowledge of the proper uses and techniques for using materials, equipment and power and hand tools for ground and building maintenance, repair, construction and other departmental activities.

Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

EDUCATION and/or EXPERIENCE:

High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

PRE-EMPLOYMENT:

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

LANGUAGE SKILLS:

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

MATHEMATICAL SKILLS:

Ability to provide basic and some advanced addition, subtraction, multiplication, division mathematical functions efficiently.

REASONING ABILITY:

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

PHYSICAL DEMANDS:

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

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

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CITY OF SHEBOYGAN

Job Title: Maintenance Worker IV – Certified Truck Mechanic **Code:**
Grade: 4

Reports To: General Supervision

Department: Public Works

Classification: Non-Exempt

Division: Non-Represented

Date: January 25, 2013

Approved: S & G: 2/11/13

Updated:

Common Council:

Gen Ord:

POSITION SUMMARY: Under general supervision, performs journeyman level automotive and truck repair as required of a truck mechanic, performs non-motorized equipment repair, and performs related work as required, including complex physical and mechanical tasks. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Performs skilled and specialized maintenance duties in all types of automotive, truck, and equipment repairs including electrical, mechanical, and hydraulic repairs and various activities under the authority of the Department of Public Works.
2. Maintains, repairs, and overhauls all motorized and non-motorized equipment.
3. Performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. May perform body work, including painting and refinishing on trucks and equipment. Fabricates, welds of all types, and performs structural framing work.
5. Performs routine maintenance on equipment used in order to keep equipment ready and in good condition.
6. Thorough knowledge of diesel and gasoline engines, drive trains, brakes, suspension, and electrical systems common with heavy duty trucks and construction equipment.
7. Enforces and complies with all applicable safety standards and procedures. Operates shop crane and truck lifts effectively and safely in repair work.
8. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

SUPERVISORY RESPONSIBILITIES: N/A

QUALIFICATION REQUIREMENTS:

Thorough knowledge of general truck mechanic practices, proper uses and techniques for using materials, equipment and power and hand tools for truck and construction equipment maintenance, repair, electrical systems, and other departmental activities.

Previous experience as a journeyman level automotive and/or truck mechanic. Working knowledge of

the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

EDUCATION and/or EXPERIENCE:

Must pass and maintain certification by ASE in both gas and diesel engines. High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

PRE-EMPLOYMENT:

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

LANGUAGE SKILLS:

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

MATHEMATICAL SKILLS:

Ability to provide basic and some advanced addition, subtraction, multiplication, division mathematical functions efficiently.

REASONING ABILITY:

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

Ability to understand and follow oral or written instructions and the ability to comprehend blueprints, shop drawings, or sketches, and to work from these drawings. Considerable ability in diagnosing mechanical failures and defects.

PHYSICAL DEMANDS:

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

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

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CITY OF SHEBOYGAN

Job Title: Maintenance Worker IV - Electrician
Grade: 4

Code:

Reports To: General Supervision

Department: Public Works

Classification: Non-Exempt

Division: Non-Represented

Date: January 25, 2013

Approved: S & G: 2/11/13

Updated:

Common Council:

Gen. Ord:

POSITION SUMMARY: Under general supervision, performs skilled and specialized electrical work including complex physical and mechanical tasks. Responsible for the operation and maintenance of traffic signals and related equipment and routine maintenance of infrastructure and related equipment and facilities including parks, deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Performs skilled and specialized electrical maintenance duties in the construction, repair, and maintenance of infrastructure, buildings, equipment, mechanical systems and various activities under the authority of the Department of Public Works.
2. Installs, maintains and repairs traffic signals, controls, electrical wiring, lighting, and equipment in all areas under the department's responsibility.
3. Performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. Constructs and erects forms and lays pipe true to line and grade. Correctly places, finishes and cures concrete, needed for light, signal, and control cabinet bases.
5. Performs routine maintenance on equipment used in order to keep equipment ready and in good condition.
6. Thorough knowledge of underground utilities and digger's hotline markings and trench and confined space safety regulations. Ability to work safely, without damage and fully aware of surrounding hazards including above utility lines and trees.
7. Enforces and complies with all applicable safety standards and procedures. Operates bucket truck s effectively and safely in electrical work. Ability to work in heights and in confined spaces.
8. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

SUPERVISORY RESPONSIBILITIES: N/A

QUALIFICATION REQUIREMENTS:

Thorough knowledge of electrical trade practices, proper uses and techniques for using materials, equipment and power and hand tools for ground and building maintenance, repair, construction,

electrical motors, signals, alarms, and other departmental activities.

Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

EDUCATION and/or EXPERIENCE:

Must possess a Journeyman's Electrician License. High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

PRE-EMPLOYMENT:

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

LANGUAGE SKILLS:

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

MATHEMATICAL SKILLS:

Ability to provide basic and some advanced addition, subtraction, multiplication, division mathematical functions efficiently.

REASONING ABILITY:

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

Ability to understand and follow oral or written instructions and the ability to comprehend blueprints, shop drawings, or sketches, and to work from these drawings.

PHYSICAL DEMANDS:

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

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE).

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CITY OF SHEBOYGAN

Job Title: Maintenance Worker IV - Leadman
Grade: 4

Code:

Reports To: General Supervision

Department: Public Works

Classification: Non-Exempt

Division: Non-Represented

Date: January 25, 2013
Updated:

Approved: S & G: 2/11/13
Common Council:
Gen. Ord.

POSITION SUMMARY: Under general supervision, supervises, leads, trains and performs skilled and specialized labor including complex physical and mechanical tasks. Responsible for providing leadership to crews in operation of heavy equipment, construction and routine maintenance of infrastructure and related equipment and facilities including parks, deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Supervises and performs specialized maintenance duties in the construction, repair, and maintenance of infrastructure, buildings, equipment, mechanical systems and various activities under the authority of the Department of Public Works.
2. Ability to operate and/or understand all Department of Public Works equipment including but not limited to: backhoe; asphalt paver, road grader; front-end loader, snow loader; snow blower; beach rake, tractors; mowers, power street sweepers; hydra-hammer; high and low pressure boilers; trucks; and snow plows and drives all CDL level trucks in order to perform work deemed necessary.
3. Supervises, prepares, plans and if necessary performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. Inspects, leads and constructs and erects forms and lays pipe true to line and grade. Correctly places, finishes and cures concrete, calculates quantity and may specify mixtures. Correctly calculates quantity, proportions and mixes mortar.
5. Prepares time, material, and labor estimates and lays out and assigns work for Painters and helpers. Performs, leads, and trains sign and pavement painting lay-out work, lettering, sign work, free-hand drawing, silk screen work, stencil work, heat-vacuum sign facing work, and keeps abreast of new methods and materials.
6. Thorough knowledge of underground utilities and digger's hotline markings and trench and confined space safety regulations. Ability to load trucks safely without damage and fully aware of surrounding hazards including above utility lines and trees.
7. Performs, leads, trains tree planting, trimming, and removal and park activities. Operates bucket truck and chain saws effectively and safely in tree work including felling trees. May diagnose tree problems and evaluate health and safety of trees and shrubs.
8. Gives effective on-the-job training and issues and enforces instructions with regard to performance and safety. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

SUPERVISORY RESPONSIBILITIES: Limited to leading and training crews or individuals by either hands-on demonstration, verbal or written directives. Ability to enforce safe work practices, personal protective equipment and safety of equipment.

QUALIFICATION REQUIREMENTS:

Thorough knowledge of the proper uses and techniques for using materials, equipment and power and hand tools for ground and building maintenance, repair, construction and other departmental activities.

Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

EDUCATION and/or EXPERIENCE:

Minimum of 7 years experience and/or advance training through school, apprentice or other specialized programs.

High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

Safety and other introductory supervisory training through CVMIC courses.

PRE-EMPLOYMENT:

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

LANGUAGE SKILLS:

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

MATHEMATICAL SKILLS:

Ability to provide basic and some advanced addition, subtraction, multiplication, division mathematical functions efficiently.

REASONING ABILITY:

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

PHYSICAL DEMANDS:

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

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

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CITY OF SHEBOYGAN

Job Title: Maintenance Worker IV
Grade: 4

Code:

Reports To: General Supervision

Department: Public Works

Classification: Non-Exempt

Division: Non-Represented

Date: January 25, 2013

Approved: S & G: 2/11/13

Updated:

Common Council:

Gen. Ord:

POSITION SUMMARY: Under general supervision, performs skilled and specialized labor including complex physical and mechanical tasks. Responsible for the operation of heavy equipment, construction and routine maintenance of infrastructure and related equipment and facilities including parks, deemed necessary by the supervisor for the successful operation of the department. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Performs skilled and specialized maintenance duties in the construction, repair, and maintenance of infrastructure, buildings, equipment, mechanical systems and various activities under the authority of the Department of Public Works.
2. Operates all Department of Public Works equipment including but not limited to: backhoe; asphalt paver, road grader; front-end loader, snow loader; snow blower; beach rake, tractors; mowers, power street sweepers; hydra-hammer; high and low pressure boilers; trucks; and snow plows and drives all CDL level trucks in order to perform work deemed necessary.
3. Performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. Constructs and erects forms and lays pipe true to line and grade. Correctly places, finishes and cures concrete, calculates quantity and may specify mixtures. Correctly proportions and mixes mortar. Lays masonry units of all types as directed for buildings, manholes, retaining walls, park units and other miscellaneous uses of masonry.
5. Performs routine maintenance on equipment used in order to keep equipment ready and in good condition. Also performs landscaping, grounds maintenance and set-up at parks, cemetery and other public places.
6. Thorough knowledge of underground utilities and digger's hotline markings and trench and confined space safety regulations. Ability to load trucks safely without damage and fully aware of surrounding hazards including above utility lines and trees.
7. Performs tree planting, trimming, and removal and park activities. Operates bucket truck and chain saws effectively and safely in tree work.
8. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

SUPERVISORY RESPONSIBILITIES: N/A

QUALIFICATION REQUIREMENTS:

Thorough knowledge of the proper uses and techniques for using materials, equipment and power and hand tools for ground and building maintenance, repair, construction and other departmental activities.

Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

EDUCATION and/or EXPERIENCE:

High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

PRE-EMPLOYMENT:

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

LANGUAGE SKILLS:

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

MATHEMATICAL SKILLS:

Ability to provide basic and some advanced addition, subtraction, multiplication, division mathematical functions efficiently.

REASONING ABILITY:

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

PHYSICAL DEMANDS:

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

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). The employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

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

CITY OF SHEBOYGAN

Job Title: Maintenance Worker IV – Truck Mechanic **Code:**
Grade: 4

Reports To: General Supervision

Department: Public Works

Classification: Non-Exempt

Division: Non-Represented

Date: January 25, 2013

Approved: S & G: 2/11/13

Updated:

Common Council:

Gen Ord:

POSITION SUMMARY: Under general supervision, performs journeyman level automotive and truck repair as required of a truck mechanic, performs non-motorized equipment repair, and performs related work as required, including complex physical and mechanical tasks. This position requires above average physical strength and stamina, including the ability to work outdoors under all climatic conditions and the ability to work long hours and evenings for emergencies or as conditions warrant response.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Performs skilled and specialized maintenance duties in all types of automotive, truck, and equipment repairs including electrical, mechanical, and hydraulic repairs and various activities under the authority of the Department of Public Works.
2. Maintains, repairs, and overhauls all motorized and non-motorized equipment.
3. Performs safe and effective operation of plow trucks and wings and related snow and ice removal equipment and hauls sand, gravel, dirt, snow, salt, garbage, yard waste, materials and equipment deemed necessary.
4. May perform body work, including painting and refinishing on trucks and equipment. Fabricates, welds of all types, and performs structural framing work.
5. Performs routine maintenance on equipment used in order to keep equipment ready and in good condition.
6. Thorough knowledge of diesel and gasoline engines, drive trains, brakes, suspension, and electrical systems common with heavy duty trucks and construction equipment.
7. Enforces and complies with all applicable safety standards and procedures. Operates shop crane and truck lifts effectively and safely in repair work.
8. Keeps accurate records, makes reports, and performs additional tasks as required by his supervisors when said tasks are deemed proper for the operation of the department.

SUPERVISORY RESPONSIBILITIES: N/A

QUALIFICATION REQUIREMENTS:

Thorough knowledge of general truck mechanic practices, proper uses and techniques for using materials, equipment and power and hand tools for truck and construction equipment maintenance, repair, electrical systems, and other departmental activities.

Previous experience as a journeyman level automotive and/or truck mechanic. Working knowledge of the occupational hazards and safe work practices involved in the operations of the Department of Public Works.

Possession of a valid Wisconsin Commercial Driver's License (CDL) with endorsements "ABCD" in good standing or the ability to obtain within three months of hire. Failure to obtain or maintain will result in termination of employment.

EDUCATION and/or EXPERIENCE:

Must pass and maintain certification by ASE in both gas and diesel engines. High school diploma or a GED Certificate recognized by the WI Department of Public Instruction.

PRE-EMPLOYMENT:

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

LANGUAGE SKILLS:

The ability to communicate effectively in both written and verbal form with a variety of city personnel and members of the public, and maintain effective working relationships with other staff, contractors and participants.

MATHEMATICAL SKILLS:

Ability to provide basic and some advanced addition, subtraction, multiplication, division mathematical functions efficiently.

REASONING ABILITY:

Strong interpersonal, communication and organizational skills and a strong sense of responsibility and initiative. Work closely with the Supervisor and coworkers in performing a variety of tasks. Ability to work independently in a fast-paced environment with frequent interruptions.

Ability to understand and follow oral or written instructions and the ability to comprehend blueprints, shop drawings, or sketches, and to work from these drawings. Considerable ability in diagnosing mechanical failures and defects.

PHYSICAL DEMANDS:

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

Above average physical strength and stamina is required while performing the duties of this job. The employee is regularly required to stand, walk, bend, handling of materials which may range from 50 -75 pounds for sustained periods. This work also requires lifting, standing, walking and reaching for long sustained periods. Also required is the ability to perform task related to repetitive motions with the use of the hands, legs, and back. The employee frequently is required to work outdoors in all climatic conditions. Some exposure to definitely disagreeable features using the appropriate Personal Protective Equipment (PPE). Employee is occasionally required to work evenings and long hours and be able to respond to call-ins after normal hours.

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

COMMON COUNCIL

Official Proceedings of the 2012 - 2013 Common Council of the City of Sheboygan.

TWENTY- THIRD REGULAR MEETING

The Council met: Monday, March 4, 2013.

Mayor Terry Van Akkeren in the Chair:

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

Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Absent and Excused: None.

On motion by Alderperson Hammond and second by Alderperson Carlson, the reading of the minutes of the Twenty-Second Regular Meeting held February 18, 2013, was approved as entered on the record, all Alderpersons voting "Aye".

PUBLIC FORUM

Henry Nelson, 1926 Settlement Trl, Mike Brunette, 1925 S. 26th St., Maeve Quinn, 310 St. Clair Ave. and Jack VanderWeele, N07012 Riverwoods Dr. 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, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

COMMUNICATIONS AND PETITIONS

Com. No. 18 - 12 - 13. March 4, 2013.

Submitting a communication from Tracy Nelson stating concerns over the confusion on her needing a Clearwater Certificate.

Was referred to the Committee on Public Protection and Safety.

Com. No. 19 - 12 - 13. March 4, 2013.

Submitting a communication from Alderperson Bohren regarding the City of Sheboygan 2012 and 2013 Health Insurance rates.

Was referred to the Committee of the Whole.

REPORTS OF OFFICERS

***R. O. No. 283 - 12 - 13. By CITY CLERK. March 4, 2013.**

Submitting various license applications.

TEMPORARY "CLASS B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2575	Kettle Moraine Corvette Club	South Pier Dr. – one-day event to be held 8/25/13 to be held on the (cul de sac) of South Pier Dr.
2971	Sheboygan Youth Football	PO Box 732 – one-day event to be held 3/9/13 at 2607 Superior Ave. to include the parking lot.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>
8519	Junker, Daniel R.
8511	Reinhart, Joseph E.

R. O. No. 284 - 12 - 13. By CITY CLERK. March 4, 2013.

Submitting a communication from Amy Valteau, Property Specialist II of SBA Communications Corporation requesting permission from the City of Sheboygan to modify Sprint's current equipment configurations for their upgrade in technology regarding the SBA Tower located at 3333 Lakeshore Dr.

Was referred to the City Plan Commission.

March 4, 2013

R. O. No. 285 - 12 - 13. By CITY CLERK. March 4, 2013.

Submitting a Summons and Complaint in the matter of The Bank of New York Mellon vs. Dawn J. Levanduski et al.

Was referred to the Committee on Finance.

R. O. No. 286 - 12 - 13. By CITY CLERK. March 4, 2013.

Submitting a claim from Denise K. Roberts for alleged injuries sustained when she slipped on ice in front of the Police Department

Was referred to the Committee on Finance.

R. O. No. 287 - 12 - 13. By CITY CLERK. March 4, 2013.

Submitting various license applications for the period ending June 30, 2013 and June 30, 2014.

Was referred to the Committee on Law and Licensing.

R. O. No. 288 - 12 - 13. By BUILDING INSPECTION DEPARTMENT. March 4, 2013.

We hereby submit the report of the Building Inspection report for the month of January 2013.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 289 - 12 - 13. By CITY CLERK. March 4, 2013.

Submitting a communication from Frank Nobile, Board Member of the Rockets for Schools program confirming the dates for the annual Rockets for Schools Program at the Blue Harbor Resort. The event will begin Friday morning, May 3rd and end at 6 p.m. on Saturday, May 4, 2013.

Was referred to the Committee on Public Protection and Safety and the Committee on Public Works.

R. O. No. 290 - 12 - 13. By CITY CLERK. March 4, 2013.

Submitting a communication from Hameister Architects, Inc., requesting permission to modify the roadway median in the Washington Ave. right-of-way between Taylor Dr. and Greenwing Dr. (American Orthodontics South Plant).

Was referred to the Committee on Public Works.

R. O. No. 291 - 12 - 13. By PURCHASING AGENT. March 4, 2013.

Submitting an evaluation of Request for Bids #1734-13-2 received on February 21, 2013 for the purchase of TWO (2)

Hybrid Dual- Fuel Vehicles for the Wastewater Treatment Facility.

Was referred to the Committee on Public Works.

RESOLUTIONS INTRODUCED

Res. No. 145 - 12 - 13. By Alderpersons Hammond, Heidemann, Van Akkeren and Vander Weele. March 4, 2013.

A RESOLUTION establishing the guidelines for departmental submissions for the 2014 budget.

WHEREAS, the City projects General Fund budget shortfalls in 2014 and 2015, and

WHEREAS, the 2014 budget schedule has been established and the departmental budgets are to be submitted to the Chief Administrative Officer by May 2013 for review.

NOW THEREFORE BE IT RESOLVED: That the City of Sheboygan department heads are to submit 2014 budgets which do not exceed the 2013 budgets, the Library to reduce budget submittal by 3% of the tax levy and the Police Department to reduce an additional \$225,868 for the loss of State Grant Revenue.

BE IT FURTHER RESOLVED: That the department heads will submit 2014 budgets per the adopted budget schedule.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

***Res. No. 146 - 12 - 13. By Alderperson Kath. March 4, 2013.**

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for annexed lands located west of Taylor Drive and north of Indiana Ave.

RESOLVED: That the City Clerk is hereby directed to publish the following notice in the official newspaper in accordance with the provisions of §62.23(7)(d) of the Wisconsin Statutes:

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

March 4, 2013

Notice is hereby given that a public hearing will be held at 7:00 P.M., April 3, 2013, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to establish a Use District Classification of the following described annexed lands as Class PPUD Pre-Planned Unit Development Classification:

Schuchardt annexation description

Lot 25 except the north 112', and all of lot 26 of the Plat of Greendale Park, and part of the NW ¼ of the SE ¼, part of the SE ¼, part of the SW ¼ of the SE ¼, part of the NE ¼ of the SW ¼, part of the SE ¼ of the SW ¼, all located in Section 21, Town 15 North, Range 23 East, also part of the NE ¼ of the NE ¼, and part of the NE ¼ of the NW ¼, all located in Section 28, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at the southwest corner of said section 21, thence N.87°50'19"E. along the south line of the SW ¼ of said section 21, 564.90' to the east line of Greendale road, said point being the point of beginning, thence N.00°44'43"E. along said east line 217.70', thence S.89°30'03"E., 757.66' to the west line of the east ½ of the SW ¼ of section 21, thence N.00°31'13"E. along said west line 1712.90' to a point 10' south of the south line of Erie Avenue, thence easterly 294.94' along the arc of a curve 10 feet south of and parallel to said south right of way having a radius of 1940.65' and a chord bearing N.77°58'12"E. 294.62' to a point 10 feet west of the west line of a certified survey map recorded in volume 13 of page 258 of certified survey's, thence S.00°16'21"E. 10 feet west of and parallel to the west line of said C.S.M. 674.13', thence N.85°08'16"E. 10 feet south of and parallel to the south line of said C.S.M. 1210.79' to a point 10' west of the southwesterly right of way for South Taylor Drive, thence S.32°44'10"E. parallel to said southwesterly line 93.39', thence S. 78°05'25"E. parallel to said southwesterly line 80.02', thence S.34°33'07"E. parallel to said southwesterly line 492.85', thence S.00°26'28"W. parallel to said southwesterly right of way 186.09', thence S.62°37'27"E. parallel to said southwesterly right of way 14.52', thence S.42°42'19"W. 481.55', thence S.01°16'53"W. 294.76' to the south line of the SE ¼ of said section 21, thence S.88°43'07"E. along said south line 310.00', thence N.01°16'53"E. 599.99', thence N.42°16'19"E., 55.81' to a point 10' southwest of the southwesterly right of way for South Taylor Drive, thence S.62°37'27"E. 10 feet southwesterly of said southwesterly line 128.01', thence S.34°34'43"E. 10 feet southwesterly of said southwesterly right of way line 236.15', thence N.55°26'47"E. 10.00' to the southwesterly right of way for South Taylor Drive, thence S.34°34'43"E. along said right of way 263.82', thence S.47°56'01"E. along said southwesterly right of way 129.27', to a point of non-tangent curve, thence southeasterly along said southwesterly line 385.17' along the arc of a curve to the right having a radius of 2078.59', a chord bearing of S.29°16'20.5"E. and a chord length of 384.62' to the east line of NW ¼ of the NE ¼ of said section 28, thence S.00°37'12"W. along said east line 1112.18' to the southerly line of the Union Pacific Railroad, thence N.76°17'45"W. along said southerly line 40.00', thence S.13°52'15"W. 215.00', thence S.22°18'15"W. 585.00' more or less to the centerline of the Sheboygan River, thence westerly along the centerline of said Sheboygan River to north line of Indiana Avenue, thence northwesterly along said north line of Indiana Avenue 442 feet more or less, thence N.83°12'46"W. along said north line 101.98', thence N.71°54'10"E. along said north line 510.01' to the point of curve of an arc with a radius of 2954.79' and a chord that bears N.80°03'53"W. 838.97', thence along the arc of said curve 841.82', thence N.33°41'32"W. along the north line of said Indiana Avenue 32.81', thence S.63°38'18"W. along said north line 58.46', thence S.47°59'20"W. along said north line 58.14' thence N.88°52'10"E. along said north line 61.80', thence S.81°28'57"W. along said north line 101.43', thence N.88°52'10"E. along said north line 85.84', thence N.01°07'50"E. 167.00', thence N.88°52'10"W. 280.00', thence S.01°07'50"W. 120.00' to the north right of way line for Indiana Avenue, thence N.88°52'42"W. along said north right of way line 184.15' to the southeast corner of a Certified Survey Map recorded in volume 15 page 330 of Certified Surveys, thence N.02°43'45"E. along the east line of said Certified Survey Map, 270.00', thence N.57°16'16"W. along the northeasterly line of said C.S.M. 544.05' extended to the north line of the Union Pacific Railroad, thence N.60°47'39"E. along said north line 52.91' to a point of curve to the right having a radius of 2365.02' and a chord bearing N.76°23'14"E. 1272.98', thence along the arc of said curve 1288.87', thence N.02°10'05"E. 734.36' to the north line of the NW ¼ of said section 28, thence S.87°50'19"W. along said north line 1095.50' to the point of beginning. except that portion taken for railroad right of way. Said tract contains 175.46 acres more or less.

Res. No. 147 – 12 – 13. By Alderperson Hammond. March 4, 2013.

A RESOLUTION PROVIDING FOR THE SALE OF \$3,000,000 WATER UTILITY REVENUE BONDS, SERIES 2013.

WHEREAS, on December 17, 2012, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Initial Resolution") authorizing the issuance of water utility revenue bonds for the purpose of paying or reimbursing the costs of constructing, extending, adding to and improving the Water Utility, including financing a wash tank and water main projects (the "Project"); and

March 4, 2013

WHEREAS, the Common Council of the City hereby finds and determines that water utility revenue bonds in the amount of \$3,000,000 should be issued pursuant to the Initial Resolution to pay the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Issuance of the Bonds. The bonds authorized by the Initial Resolution shall be designated "Water Utility Revenue Bonds, Series 2013" (the "Bonds") and issued in the amount of \$3,000,000 for the purpose above specified.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Official Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk may determine and to cause copies of a complete, Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Section 5. Award of the Bonds. Following receipt of bids for the Bonds, the Common Council shall consider taking further action to provide the details of the Bonds and to award the Bonds to the lowest responsible bidder therefor.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

Res. No. 148 - 12 - 13. By Alderperson VanderWeele. March 4, 2013.

A RESOLUTION authorizing the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to quasi-judicial hearings regarding the suspension/revocation of Taxicab Business License No. 2846-Abby Taxi (Christine A. Stangel, Agent), Taxicab Business License No. 2525-All Star Taxi I (Jose A. Razo, Agent) and Taxicab Business License No. 2847-VIP Taxi LLC (Abraham Loya, Agent), and authorizing payment for said services.

RESOLVED: That the Common Council hereby authorizes the City Attorney to engage the services of special outside legal counsel to represent the Law & Licensing Committee and Common Council with regard to quasi-judicial hearings regarding the suspension/revocation of Taxicab Business License No. 2846-Abby Taxi (Christine A. Stangel, Agent), Taxicab Business License No. 2525-All Star Taxi I (Jose A. Razo, Agent) and Taxicab Business License No. 2847-VIP Taxi LLC (Abraham Loya, Agent), and authorizing payment for said services.

BE IT FURTHER RESOLVED: That the Finance Department is hereby authorized and directed to draw on the City Attorney's Judgments & Settlement Expense Account No. 10119100-590400 in payment for said services.

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

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 16.

Nays: None.

Res. No. 149 - 12 - 13. By Alderperson Hammond, Dekker, Carlson and Donohue. March 4, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2013 Budget.

Lies over under the rules.

Res. No. 150 - 12 - 13. By Alderperson Hammond. March 4, 2013.

A RESOLUTION AUTHORIZING AMENDMENTS TO \$2,750,000 CITY OF SHEBOYGAN, WISCONSIN INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2010 (TORGINOL, INC. PROJECT) ISSUED ON DECEMBER 30, 2010.

Was referred to the Committee on Finance.

Res. No. 151 - 12 - 13. By Alderperson Heidemann. March 4, 2013.

A RESOLUTION requiring a two-thirds vote for adoption of new fees and increases or extensions of existing fees by the Common Council.

Was referred to the Committee on Finance.

Res. No. 152 - 12 - 13. By Alderperson Heidemann. March 4, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (2) dual-fuel hybrid vehicles for the Wastewater Treatment Facility.

Was referred to the Committee on Public Works.

Res. No. 153 - 12 - 13. By Alderperson Heidemann. March 4, 2013.

A RESOLUTION authorizing the appropriate City officials to execute the Management Services Agreement regarding Quarryview Park.

Was referred to the Committee on Public Works, the Board Harbor and Marina and to the Board of Parks and Forestry.

REPORTS OF COMMITTEES

***R. C. No. 389 - 12 - 13. By FINANCE. March 4, 2013.**

Your Committee to whom was referred Com. No. 14-12-13 from Alderperson Bohren being an article from the Milwaukee Journal/Sentinel entitled, "Unpaid bills sink rescue squad"; recommends that the document be placed on file.

R. C. No. 390 - 12 - 13. By LAW AND LICENSING. March 4, 2013.

Your Committee to whom was referred R. O. No. 184-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9779 be denied based on her failure to accurately all relevant convictions on her application, record of violations related to the licensed activity and failure to cooperate with the Committee.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

R. C. No. 391 - 12 - 13. By LAW AND LICENSING. March 4, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 263-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9870 be denied based on his failure to accurately reveal all relevant convictions on the applications, record of violations related to the licensed activity and a negative recommendation from the Sheboygan Police Department.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

R. C. No. 392 - 12 - 13. By LAW AND LICENSING. March 4, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 263-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9865 be denied based on her failure to accurately reveal all relevant convictions on the applications, record of violations related to the licensed activity and a negative recommendation from the Sheboygan Police Department.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

R. C. No. 393 - 12 - 13. By LAW AND LICENSING. March 4, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 263-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License

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#9873 be denied based on his failure to accurately reveal all relevant violations on the application and record of violations related to the licensed activity.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 15.

Nays: Matichuk • 1.

***R. C. No. 394 - 12 - 13. By LAW AND LICENSING. March 4, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 277-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that the following licenses be granted:

CHANGE OF AGENT

Daniel Holtz is being replaced by Kerry Martens as agent effective immediately at the Piggly Wiggly located at 3124 S. Business Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2967	Big Daddys Pub & Grill	2123 N. 15 th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
9874	Batt, Jody
7487	Hansen, Samantha K.
9875	Harrington, Jill A.
9885	Kaat, Amber M.
9878	McAlister, Michael JT
9879	Redlin, Tracy L.
9881	Rose, Denise K.
9877	Schaap, Mary G.

We further recommend that, by the adoption of this report, the City Clerk is hereby authorized and directed to issue the proper licenses.

R. C. No. 395 - 12 - 13. By PUBLIC WORKS. March 4, 2013.

The Public Works Committee met and discussed R. O. No. 281-12-13 by the Purchasing Agent regarding the status of the vacant shanty structure located at 705 Riverfront Drive and determined a deadline of April 1, 2013 to demolish the building if no interested parties come forward before that date with necessary funding for repairing the structure.

On motion by Alderperson Bohren and second by Alderperson Hammond, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 15.

Nays: Matichuk • 1.

R. C. No. 396 - 12 - 13. By PUBLIC WORKS. March 4, 2013.

Your Committee to whom was referred R. O. No. 282-12-13 by the City Clerk, submitting a communication from Patrick Carroll requesting permission from the Department of Public Works Committee to set up a kiosk to operate a rental business for small boats and sell miscellaneous items in Deland Park for 2013; recommends that the document be accepted and placed on file and to approve the request contingent on the details will worked out with the staff of the department.

On motion by Alderperson Bohren and second by Alderperson Hammond, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichuk, Roeseler, VanderWeele, Versey, Wangemann - 15.

Nays: Van Akkeren • 1.

R. C. No. 397 - 12 - 13. By SALARIES AND GRIEVANCES. March 4, 2013.

Your Committee to whom was referred R. C. No. 335-12-13 by Salaries and Grievances and Res. No. 117-12-13 by Alderpersons Bohren, Heidemann, Versey and Wangemann extending the staffing level limitation now in place for sworn firefighters in the Sheboygan Fire Department for four (4) additional years; recommends that the documents be placed on file.

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

Ayes: Belanger, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Wangemann - 14.

Nays: Bohren, Versey • 2.

***R. C. No. 398 - 12 - 13. By STRATEGIC FISCAL PLANNING. March 4, 2013.**

Your Committee to whom was referred Res. No. 119-12-13 by Alderperson Hammond directing the Strategic Fiscal Planning Committee to meet and establish goals, objectives and timeline for the 2014 budgeting process and beyond; recommends that the Resolution be placed on file.

R. C. No. 399 - 12 - 13. By FINANCE. March 4, 2013.

Your Committee to whom was referred Res. No. 129-12-13 by Alderpersons Versey, Heidemann and Bohren stating that the City of Sheboygan shall not be allowed to create any new fees and/or increase existing fees unless the council gives a super majority vote; recommends that the document be placed on file.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Kath, Lessard, Lewandoske, Roeseler, VanderWeele, Versey, Wangemann - 13.

Nays: Heidemann, Matichek, Van Akkeren • 3.

R. C. No. 400 - 12 - 13. By PUBLIC WORKS. March 4, 2013.

Your Committee to whom was referred Res. No. 139-12-13 by Alderperson Heidemann declaring intent to exercise the police power to levy special assessments for the reconstruction of Eisner Ave. from N. 21st St. to N. 8th St.; recommends that the Resolution be passed.

Was accepted and adopted.

RESOLUTIONS ON SECOND READING

Res. No. 139 - 12 - 13. By Alderperson Heidemann. February 4, 2013.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the reconstruction of Eisner Ave. from N. 21st St. to N. 8th St.

RESOLVED: That the reconstruction of Eisner Avenue from N. 21st St. to N. 8th St. is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.0709, Stats.

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers for the aforesated municipal purpose.

BE IT FURTHER RESOLVED: That the Engineering Division is hereby authorized and directed to prepare a report in accordance with §66.0703(4) and §66.0703(5), Stats, and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police power
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the expenses so incurred, if in excess of one hundred dollars (\$100.00) may be paid in five (5) annual installments, then (10) annual installments if the expenses exceed five thousand dollars (\$5,000.00) for a single parcel of property, under §66.0715(3), Stats, with interest, rate thereon determined by the Finance Director/Treasurer at the beginning of each calendar year, commencing the first of the month after thirty (30) days following publication of the installment assessment notice.

BE IT FURTHER RESOLVED: That that Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of §62.15(3) Stats, for the paving aforementioned according to the plans and specifications prepared by, or on behalf of, the City Engineer and submit a resume of bids received and accepted to the Common Council for further consideration.

On motion by Alderperson Bohren and second by Alderperson Van Akkeren, the foregoing Resolution was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Van Akkeren, VanderWeele, Versey, Wangemann - 15.

Nays: Roeseler-1.

ORDINANCES INTRODUCED

Gen. Ord. No. 50 - 12 - 13. By Alderpersons Heidemann and Lessard. March 4, 2013.

AN ORDINANCE repealing and recreating Chapter 46 of the Municipal Code relating to Fair Housing.
Was referred to the Board of Housing Appeals and Fair Housing Practices.

Gen. Ord. No. 51 - 12 - 13. By Alderperson Kath. March 4, 2013.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to establish the Use District Classification of recently annexed property located west of Taylor Drive and north of Indiana Avenue.

Was referred to the City Plan Commission.

Gen. Ord. No. 52 - 12 - 13. By Alderpersons VanderWeele, Matichek, Kath, Lessard and Lewandoske. March 4, 2013.

AN ORDINANCE amending Section 130-59 of the City of Sheboygan Municipal Code so as to create and clarify regulations related to taxicabs in the city.

Was referred to the Committee on Law and Licensing.

Gen. Ord. No. 53 - 12 - 13. By Alderpersons VanderWeele, Matichek, Kath, Lessard and Lewandoske. March 4, 2013.

AN ORDINANCE amending Section 130-61 of the City of Sheboygan Municipal Code so as to create and clarify regulations related to taxicabs in the city.

Was referred to the Committee on Law and Licensing.

Gen. Ord. No. 54 - 12 - 13. By Alderperson Roeseler. March 4, 2013.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to add various positions to the Finance Department Table of Organization.

Was referred to the Committee on Salaries and Grievances.

MATTERS LAID OVER

Res. No. 141 - 12 - 13. By Alderpersons Roeseler, Donohue and VanderWeele. February 18, 2013.

A RESOLUTION modifying the City's residency requirement for all non-represented employees (excluding department heads).

WHEREAS, a quality workforce enhances the efficiency and effectiveness of the City to complete its mission;

WHEREAS, we encourage our employees to live in Sheboygan because we believe that Sheboygan is a great place to live, work and play; however, recognizing that may not always be possible for various reasons;

WHEREAS, by requiring employees to live within the City, we significantly reduce the talent pool from which to select qualified candidates;

WHEREAS, by hiring the most qualified candidates, not just the most local, the City is able to deliver the highest possible service to the taxpayer, thus enhancing our ability to continue to provide the services necessary within the constraints of budget reduction;

WHEREAS, by implementing a 2-year timeframe to move into the city limits, we provide new employees time to evaluate the housing market, the school systems, and to have ample time to prepare their relocation, and at the same time, the City will have a larger pool from which to recruit;

WHEREAS, by assigning a 2% fee of base earnings for those not relocated within the 2 year time frame, the City will be able to be at a cost-neutral point as the funds a resident would have paid to the city in the form of a real estate tax or other fees received from residents;

WHEREAS, non-rep employees (other than Department Heads), who were employed prior to January 1, 2012 were grandfathered from the residency requirement;

NOW, THEREFORE BE IT RESOLVED: That the current residency requirement for employees hired on or after January 1, 2012 (other than Department Heads) is rescinded and replaced with a 2-year relocation requirement which requires non-represented employees (excluding Department Heads) to have 2% of their base salary deducted bi-weekly until they successfully relocate to the City of Sheboygan.

A motion was made by Alderperson Bohren and second by Alderperson Versey to refer the Resolution to the Committee on Salaries and Grievances of the New Council lost on call of the roll:

Ayes: Bohren, Heidemann, Kath, Lewandoske, Versey • 5.

Nays: Belanger, Carlson, Dekker, Donohue, Hammond, Lessard, Matichek, Roeseler, Van Akkeren, VanderWeele, Wangemann • 11.

March 4, 2013

Before action was taken thereon, a motion by Alderperson Bohren and second by Alderperson Donohue was made to refer the Resolution to the Committee on Salaries and Grievances for immediate action for the next Council meeting held March 18, 2013, was passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, VanderWeele, Versey, Wangemann • 14.

Nays: Dekker, Van Akkeren • 2.

Res. No. 142 - 12 - 13. By Alderpersons Roeseler, Donohue and VanderWeele. February 18, 2013.

A RESOLUTION adopting revised salary grade range schedules.

RESOLVED: That the Common Council hereby adopts the Non-Represented Exempt & Non-Exempt Salary Grade Ranges 2013 Hourly Pay and Annual Base Salary and the DPW Labor Workforce 2013 Hourly Pay and Annual Base Salary schedule, a copy of which is attached.

BE IT FURTHER RESOLVED: That the pay ranges for all non-represented employees are hereby adjusted and implemented pursuant to the revised Non-Represented Compensation Program, effective January 1, 2013.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

Res. No. 143 - 12 - 13. By Alderpersons Roeseler, Donohue and VanderWeele. February 18, 2013.

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.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

R. C. No. 379 - 12 - 13. By SALARIES AND GRIEVANCES. February 18, 2013.

The Committee met and discussed the job descriptions for the Department of Public Works and recommends approval contingent to the Public Works Committee approving the recommendation.

On motion by Alderperson Roeseler and second by Alderperson Bohren, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

R. C. No. 380 - 12 - 13. By PUBLIC WORKS. February 18, 2013.

The Public Works Committee has reviewed the new proposed job descriptions for the Department of Public Works, as presented in the Salaries & Grievances Committee meeting on February 11.

The Public Works Committee has no objections to the proposed job descriptions and supports the Salaries & Grievances recommendation.

On motion by Alderperson Roeseler and second by Alderperson Bohren, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

R. C. No. 381 - 12 - 13. By SALARIES AND GRIEVANCES. February 18, 2013.

The Salaries and Grievances Committee met and discussed and recommends adopting the revised City of Sheboygan Compensation Program for Non-Represented Employees as presented by the Human Resources Manager.

On motion by Alderperson Roeseler and second by Alderperson Donohue, the Report of Committee was accepted and adopted, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

R. C. No. 382 - 12 - 13. By SALARIES AND GRIEVANCES. February 18, 2013.

The Salaries and Grievances Committee met and discussed and recommends approval of the Non-Represented Exempt & Non-Exempt Salary Grade Ranges 2013 Hourly Pay and Annual Base Salary and the DPW Labor Workforce 2013 Hourly Pay and Annual Base Salary as presented by the Human Resources Manager.

On motion by Alderperson Roeseler and second by Alderperson Donohue, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

Gen. Ord. No. 48 – 12 – 13. By Alderpersons Roeseler, VanDerWeele and Donohue. February 18, 2013.

AN ORDINANCE amending Section 29-75 of the 1975 Sheboygan Municipal Code so as to delete and add various positions to the Table of Organization in the Department Of Public Works for the City of Sheboygan.

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 in Section B. 1, 2, 3, 4, 5, & 6 of Public Works, Buildings & Grounds, Parks, Forestry & Cemetery, Street and Sanitation, Traffic, Vehicle & Equipment as follows:

B. DEPARTMENT OF PUBLIC WORKS

Eliminate each of the following job descriptions:

Maintenance Worker Trainee
 Maintenance Cleaner
 Maintenance Worker I
 Janitor
 Labor II
 Park Caretaker I
 Storekeeper I
 Special Services Driver
 Sewer Jet Operator/Camera Operator
 Truck Driver
 Building Custodian
 Drop-off/Recycling Site Operator
 Street Sweeper
 Sign Installer
 Park CareTaker II
 Cemetery Caretaker
 Service Mechanic
 Cement Finisher Mason
 Construction/Maintenance Craftsman I & II,
 Maintenance Craftsman
 Maintenance Craftsman Buildings
 Tree Trimmer
 Sanitation Operator I
 Painter
 Equipment Operator
 Leadman
 Truck Mechanic
 Certified Truck Mechanic
 Electrician

Add:

TITLE	CLASS GRADE
Maintenance Worker I	1
Maintenance Worker II	2
Maintenance Worker III	3
Maintenance Worker IV	4
Maintenance Worker IV – Leadman	4
Maintenance Worker IV – Truck Mechanic	4
Maintenance Worker IV – Certified Truck Mechanic	4

Maintenance Worker IV – Electrician

4

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance and attached job descriptions shall be in effect from and after its passage and publication.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

A MOTION TO CONVENE IN CLOSED SESSION by Alderperson Hammond and second by Alderperson Carlson was made under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility. Item #1. Discussion on compensation on a Finance position passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Hammond, Heidemann, Kath, Lessard, Lewandoske, Matichek, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 16.

Nays: None.

There being no further business, on motion by Alderperson Hammond and second by Alderperson Carlson, the meeting was then adjourned, all Alderpersons present voting "Aye".

Mayor

City Clerk