

*****ATTACHMENTS*****

1.4

February 4, 2013

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

BUSINESS IMPROVEMENT DISTRICT

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Pamela Butler Channel (Business Owner)	2/04/13	12/31/14
Ryan Moeller (Business Owner)	2/04/13	12/31/14
David Gass (Business Owner)	2/04/13	12/31/13
Tom Brickley (Business Owner)	2/04/13	12/31/13
Mike Vandersteen (Business Owner)	2/04/13	12/31/13
Eileen Simenz (Property Owner)	2/04/13	12/31/14
William Holbrook (Property Owner)	2/04/13	12/31/14
Larry Schaefer (Property Owner)	2/04/13	12/31/14
David Haneman (Property Owner)	2/04/13	12/31/13
David Sanderson (Property Owner)	2/04/13	12/31/13
Chad Pelishek (City Government)	2/04/13	12/31/14



MAYOR TERRY VAN AKKEREN

Plus over.

II

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

Submitting various license applications.



City Clerk

TEMPORARY "CLASS B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1064	Christ Child Academy	2722 Henry St. - one-day event to be held 3/9/13 to include the classrooms & gymnasium.
1842	Early Bird Rotary Foun.	Fountain Park - one-day event to be held 7/19/13 to include the whole park.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
8497	Collins, David S.	1023 Sommer Dr.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2963	David Wagner	4027 S. Business Dr.

II

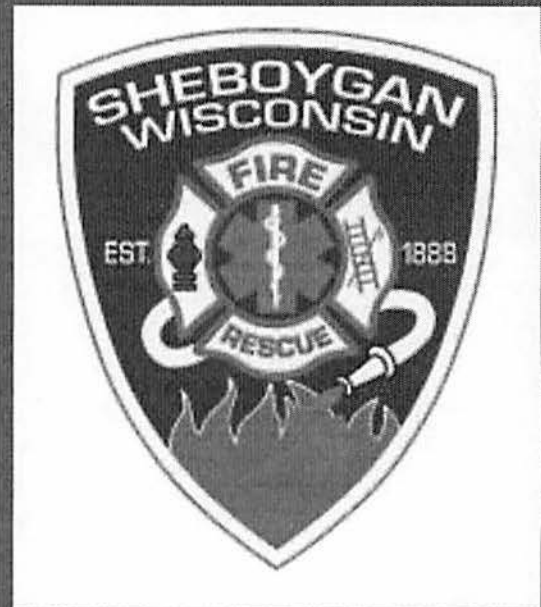
R. O. No. _____ - 12 - 13. By FIRE CHIEF. February 18, 2013.

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my annual report for the period commencing January 1, 2012, and ending December 31, 2012.

Fire Chief

2012

Annual Report



City of Sheboygan
Fire Department

Message from the Chief of the Department



The Sheboygan Fire Department consists of a staff of 72 sworn personnel and 1.5 civilian employees. The average age of the sworn personnel is 44 years old ranging from 22 to 60 years. The average number of years of service is 14 years ranging from 4 months to 32 years of service. These dedicated individuals have chosen a career path centered on helping people, in both emergency and non-emergency situations. We deliver our service to the community out of five fire stations with eight front line pieces of apparatus - five fire trucks and three ambulances. We are dedicated to providing our services to the community in the most cost effective manner possible, utilizing some of the most up-to-date equipment and training methods available today. As budgets have become tighter and staffing levels have decreased, we have continued a strong emphasis on fire prevention education and safety measures aimed at reducing the number of fires and hazardous situations in our city. We continue to provide both emergency and non-emergency medical transport and first responder services, with 30 highly trained paramedics currently on staff.

Based on questions I have received in the community I believe some may be unaware of the diversity and volume of services provided by your fire department: to the extent that "fire" department does not adequately describe or encompass all that we do. In this report we will attempt to highlight and explain the "other" services provided by the fire department.

As we look to the future of the Sheboygan Fire Department, I reference a recently released report on fire services in the United States. The report predicts that "population, economic, and healthcare changes will demand that the fire and emergency services of the future adopt EMS as a primary mission. Innovation in the fire service is essential to meeting the increased demand for service as well as the expectations of the public for additional services in the future. We have seen this trend of increased calls for service in 2012 with a 16% (639) increase in the number of calls responded to.

It is an honor and pleasure to serve the citizens and visitors of my home town, Sheboygan, in the capacity of Fire Chief.

Jeff Fleermann



Department Mission

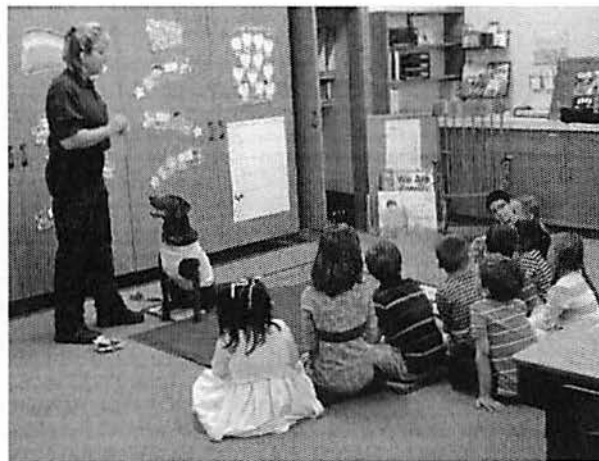
The Sheboygan Fire Department is dedicated to serving all who live, visit, work and invest in the City of Sheboygan through excellence in fire protection, rescue, emergency and non-emergency medical services, code enforcement and education, at the highest professional level in a compassionate, ethical, and cost effective manner.

Department Vision

The Sheboygan Fire Department will continue to provide response times consistently within the guidelines of NFPA 1710, with up to date emergency vehicles/equipment and an adequate number of highly trained personnel, focused on saving lives and preventing property damage. A movement towards a regional based fire protection/shared services system would stabilize the cost of fire/EMS protection for the citizens of Sheboygan, drastically improve response times and fire/EMS protection in the neighboring communities, and increase the availability of timely resources for the entire area. This cooperative effort would bring together local governments, citizens, firefighters and EMS personnel working together towards a common goal of saving lives, property, and community assets, while protecting the investments and employment base of private enterprise.



FIREFIGHTERS ADVANCING A HOSE LINE FOR INTERIOR FIRE ATTACK. APRIL 2012



FIREFIGHTER DELIVERS FIRE SAFETY PROGRAM WITH THE ASSISTANCE OF HER DOG NELLIE.

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Sheboygan Fire Department Management and Administrative Staff



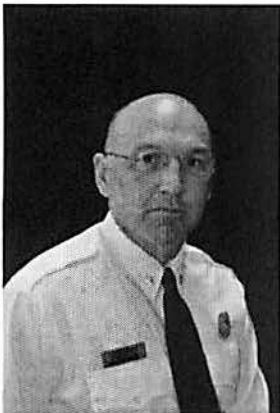
FIRE CHIEF – JEFFREY HERMANN
CHIEF OF THE DEPARTMENT



ASSISTANT CHIEF – VERNON KOCH
ASSISTANT CHIEF OF THE DEPARTMENT



DEPUTY CHIEF – CHARLES BUTLER
EMS/HEALTH AND SAFETY
EMERGENCY MANAGEMENT



COMMANDER – KEITH RISSE
SHIFT COMMANDER A SHIFT
TRAINING



COMMANDER – DEAN KLEIN
SHIFT COMMANDER B SHIFT
SUPPORT SERVICES



COMMANDER – GARY KOLBERG SHIFT
COMMANDER C SHIFT
CODE ENFORCEMENT

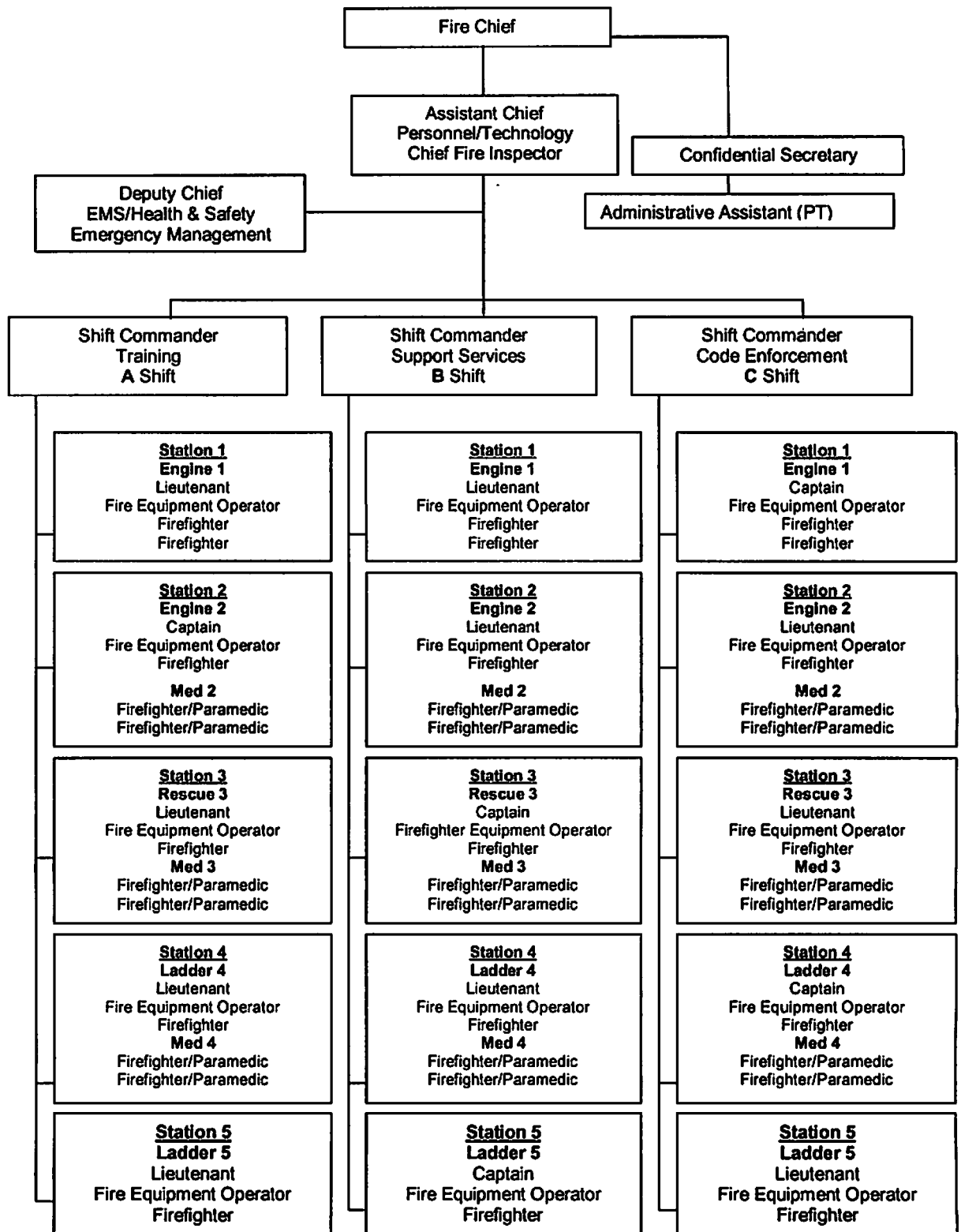


CONFIDENTIAL SECRETARY
LISA HORN








ADMINISTRATIVE ASSISTANT
JENNIFER ALBRIGHT

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Sheboygan Fire Department Annual Report | 2012

Sheboygan Fire Department Stations

	<p>Fire Station #1 833 New York Avenue Engine 1 Trench Rescue Trailer Fire Boat Average Daily Staffing: 3</p>
<p>Fire Station #2 2413 South 18th Street Engine 2 Med 2 Mobile Operations Command Post Vehicle Average Daily Staffing: 4</p>	
	<p>Fire Station #3 1326 North 25th Street – Department Headquarters Rescue 3 Med 3 Shift Commander Car Med 6 (Reserve Ambulance) Average Daily Staffing: 4</p>
<p>Fire Station #4 2622 North 15th Street Ladder 4 Med 4 Engine 6 (Reserve Engine) Average Daily Staffing: 4</p>	
	<p>Fire Station #5 4504 South 18th Street Ladder 5 Engine 7 (Reserve Engine) Average Daily Staffing: 2</p>

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Services Provided by the Sheboygan Fire Department

Fire Suppression and Rescue	Code Enforcement
Rope Rescue	Building Plan Review
Excavation Rescue	Fire Safety Training for Businesses
Confined Space Rescue	Medical Transports
Water/Ice Rescue	Public Service/Assistance
Automobile and Industrial Extrication	Hazardous Materials Response
Emergency Management	School Fire Safety Education
Advanced Life Support Response	Special Event Standby
Fire Safety Building Inspections	

Equipment, Facilities, and Vehicles Status Update

Equipment

- New 5 inch large diameter hose for water supply was purchased in 2012. The remainder of the department's 1 ¾ and 2 ½ inch fire hose is in good operating condition.
- All ladders and pumps were tested in November and received passing grades.
- The thermal imaging cameras are a year old, flashlights are two years old, and the K12 and chain saws, generators and ventilation fans are in good operating condition.
- The departments SCBAs have been flow tested and certified and tanks are routinely hydrostatically tested. SCBAs are scheduled to be replaced in 2017.
- The 10 year replacement of protective clothing is staying on schedule per NFPA standards. Approximately ½ of the department's boots were replaced in 2012 with the help of a manufacturer's trade in allowance. The replacement of helmets will be undertaken in 2013.
- Communications equipment for the department is working and is currently being maintained as needed. There are major updates and changes on the horizon as the systems and equipment age and countywide infrastructure needs updating.

Facilities

- The completion of the remodeling of the administrative offices at Station 3 was completed at a minimal cost. Firefighters supplied the majority of the labor, which consisted of painting, carpet removal, and minor repairs required to complete the project.
- A face lift of the 40 year old Station 3 kitchen was completed. The project consisted of painting, adding a dishwasher, new kitchen sink and countertop, new drawer guides, and the painting of the drawer and door fronts. The updating brought the kitchen into compliance with current health and safety requirements.
- Approximately 40% of the department's 30 year old furniture was updated and replaced.
- The department's computers were updated to meet the city's information technology department 5 year replacement schedule.
- Neglected Station maintenance will continue to be addressed within the scope of the Buildings and Grounds budget in future years. The Fire Department facilities as a whole are in good repair.

Vehicles

- As part of the fire department's 2013 budget, a report was given on the ages and expected replacement schedule for all front line vehicles. At present time the average age of all fire department vehicles is 12.4 years old. The average age of the front line pieces of fire apparatus is 9.4 years old. Engine 1, a 1998 Pierce Sabre, is scheduled to be placed in reserve in 2014. Ladder 5, a 1998 105' Pierce Aerial Ladder is scheduled to be replaced in 2015. The replacement

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of the Ladder Truck can be delayed due to the fact it was nearly completely rebuilt after an accident in 2006.

- The average age of the department's small vehicles is 11 years old. The Shift Commanders Suburban was scheduled for replacement in 2012, while the Chief's car, a 2000 Malibu, was scheduled for replacement in 2010, neither has taken place.
- The Fire Boat, a 2002 Sonic Jet, and the Command Post, a 2004, should have many years of useful service remaining.
- The three front line Med units are not scheduled for replacement until 2017 and 2018.
- Major repairs in 2012 included new tires for two of the Med units, new tires for Ladder 5, new rear leaf springs for Engine 2, new front leaf springs for Engine 1, a new gas tank for Engine 2, a new power steering pump for Engine 2, The two main drive engines on the fire boat were replaced in 2012, with Thomson Marine taking over the service and care for the boat.



SHEBOYGAN FIRE DEPARTMENT MOBILE OPERATIONS VEHICLE SERVES AS A COMMAND POST FOR CITY AND COUNTY EMERGENCY AND NON EMERGENCY EVENTS



THE SHEBOYGAN FIRE BOAT SERVES AS A SEARCH AND RESCUE PLATFORM AND ALSO HAS WATER BASED FIREFIGHTING CAPABILITY WITH A 750 GPM PUMP AND MASTER STREAM NOZZLE.



1995 SUBURBAN COMMAND CAR WAS DUE TO BE REPLACED IN 2012.



2000 MALIBU CHIEF'S CAR WAS SCHEDULED FOR REPLACEMENT IN 2010.

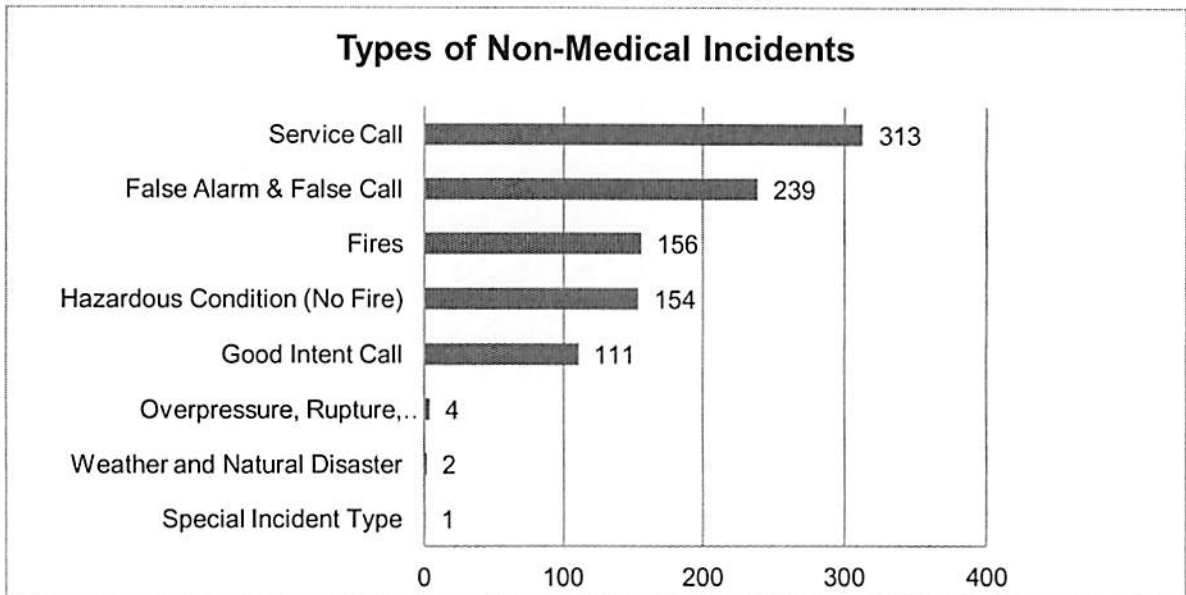
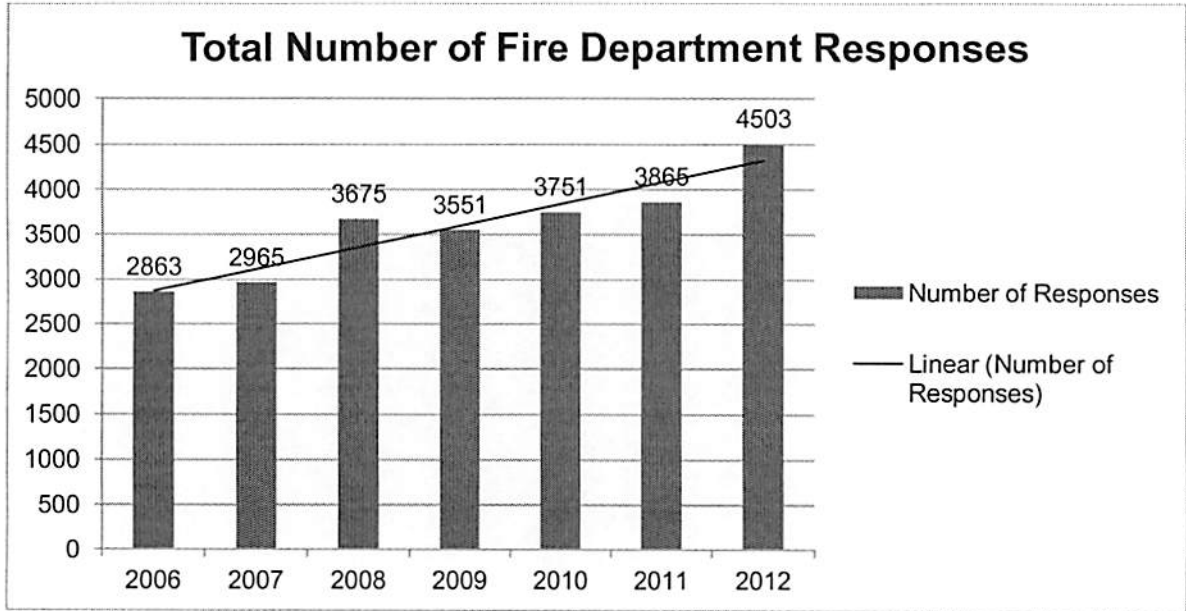
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Major Accomplishments and Changes in 2012

- With the purchase and implementation of the Spillman Computer Aided Dispatch (CAD) and Emergency Reporting Software (ERS), the department has regained National Fire Incident Reporting (NFIRS) compliance by electronically reporting fire incident data to both the State and Federal agencies for the purpose of tracking fire incidents across the nation. The records management package in ERS has aided the department in many ways including better records maintenance for training, equipment maintenance, important documents, schedules, and communication between personnel. As we enter 2013, it is expected that a better building profile and inspection system will be in place as part of ERS as well.
- The fire investigation capabilities of the fire department have been upgraded through a collaborative relationship with the Sheboygan Police Department and the Sheboygan County Fire Investigation Unit. This team approach better utilizes the skills and resources of each agency to better investigate causes of fires and to prosecute individuals successfully if necessary in arson cases.
- With the elimination of the fire department mechanic position, the duties of fleet management and maintenance have been shifted to the mechanic staff of the Department of Public Works.
- As a result of the elimination of three fire prevention positions, the responsibilities and duties of that division have been reorganized and divided to other positions within the department. The ordinance-mandated designation of Chief Fire Inspector has been given to the Assistant Chief of the Department. Day-to-day duties of the fire prevention division are shared among staff including plan review and occupancy inspections, liquor license inspections, public education program planning and delivery, code compliance and citation authority, fire investigation, violation resolution with property owners, inspection training delivered to the department line staff, and all other duties historically handled by that division.
- The school fire prevention program delivered by the fire department was completely reorganized and expanded in 2012 with increased materials and presentations to Sheboygan school students in kindergarten through fourth grade.
- The work schedule for Shift Commanders has been altered to be a hybrid schedule that allows those individuals to work both 8 hour days and also 24 hour shift rotations. This facilitates administrative time in the office to better handle the additional duties delegated due to the elimination of administrative positions in the department. Weekend responsibilities of the 24 hour Shift Commander rotation are being covered by a Shift Captain as part of their normal shift rotation.
- The Survive Alive House was completely rebuilt to better deliver public education programs through the use of updated technology. This work was completed by department personnel to help the project be a success in tight budget times.
- A transition was made to a new medical director for medical oversight. Dr. Steven Zils has taken those responsibilities for the department.
- Response plans for the Mutual Aid Box Alarm System (MABAS) Division 113 have been redone to better plan for multiple-agency incidents in a more coordinated, effective, and efficient manner.

Response Statistics

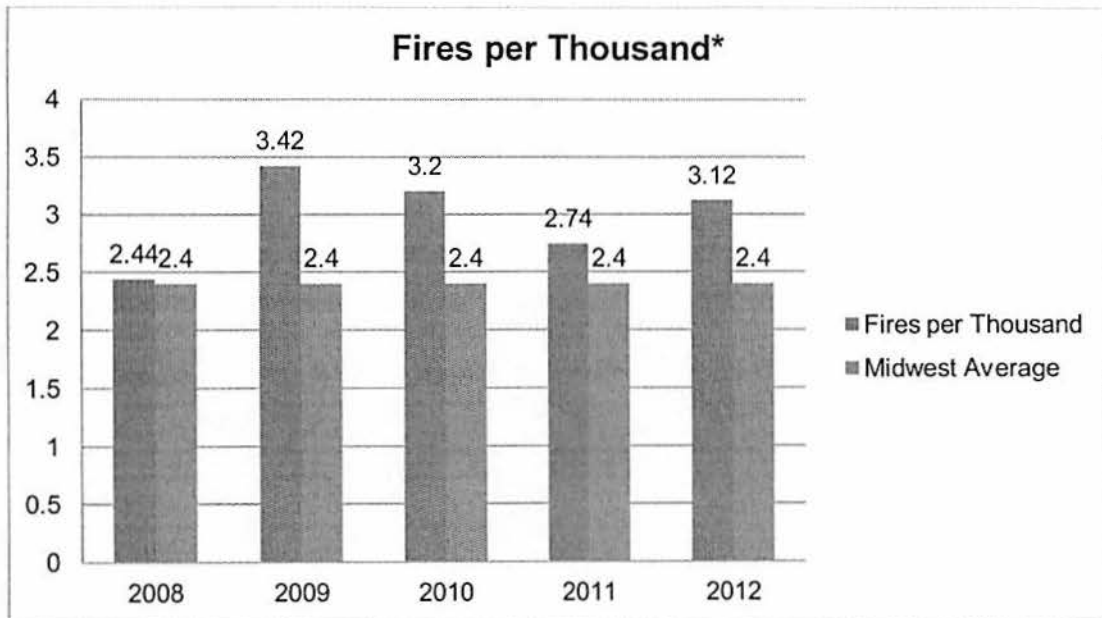
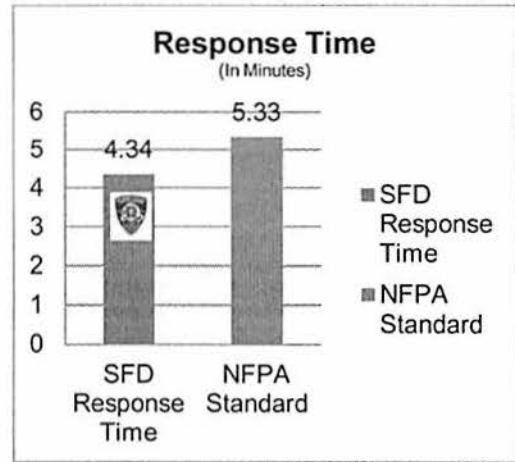
Total Number of Responses



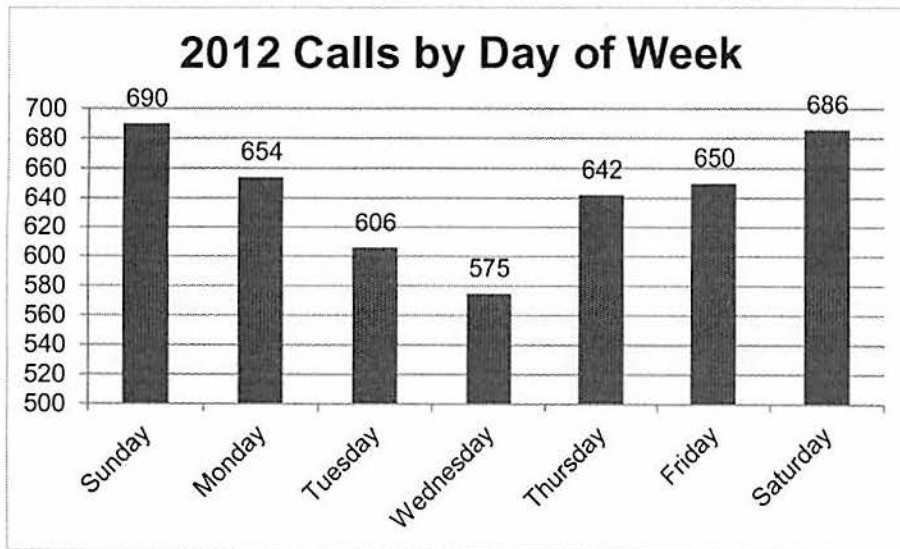
*It should be noted as well that for a large number of responses coded as EMS, that the fire department also provides for additional duties related to those calls beyond EMS specific care such as hazardous material and debris clean up, general scene security and safety, fire protection, etc. Adjustments are being made for 2013 in the reporting software procedures to better measure those types of situations where the fire department provides for other duties over and above EMS care on incidents coded as EMS responses.

Response Time

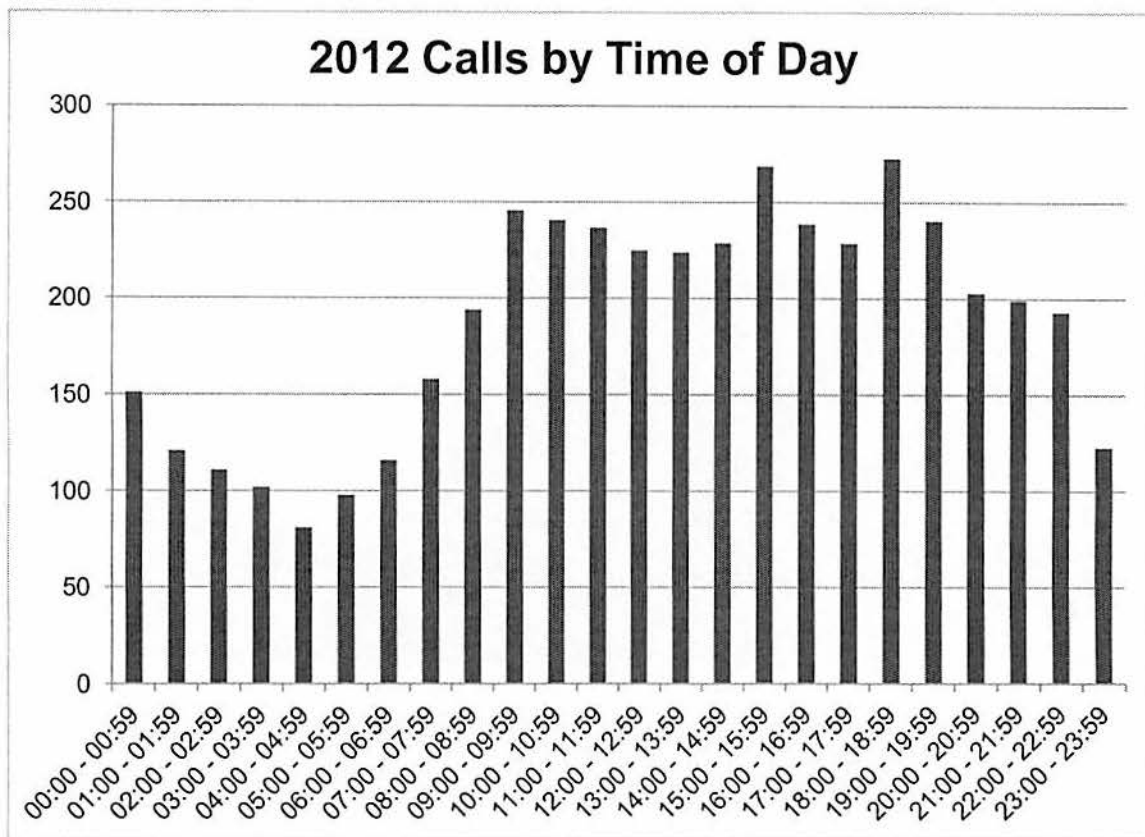
The measure of any organization's effectiveness in a given area requires determining what is expected of that organization by some standard and to then determine the organization's position relative to that standard. For fire department effectiveness in the realm of mitigating emergency incidents such as fire and EMS delivery, an enormous factor is response time. The Sheboygan Fire Department has been proactive and diligent in assuring that response time to requests for help meets or exceeds the standards established by the National Fire Protection Association (NFPA) for career departments. In fire and EMS response, the time from the occurrence of an emergency situation to the time the department can arrive and begin to correct the problem is literally a matter of life and death. For EMS responses it is a matter of correcting a potentially life-threatening situation before the situation becomes irreversible or in the case of a fire, reaching potentially viable fire victims prior to being unable to escape and to contain a growing fire to its area of origin as soon as possible. Above is representation of the Sheboygan Fire Department's average response time to all incidents in the City of Sheboygan relative to the standard set forth by NFPA for career departments. This includes both EMS and Fire responses.

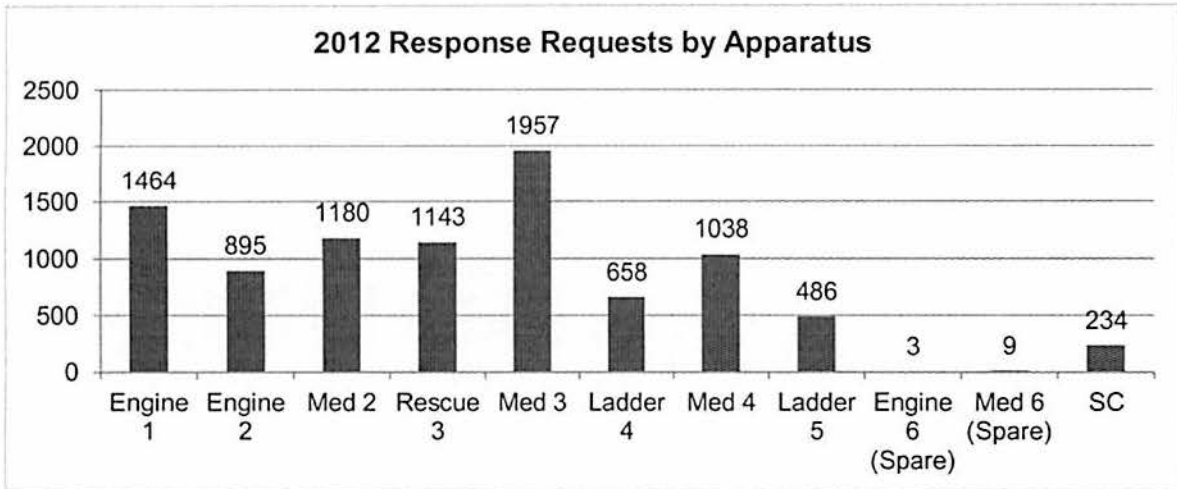


*Data for Average is from 2011 NFPA survey of fire departments U.S Fire Experience for Midwest Cities 50,000-99,000.

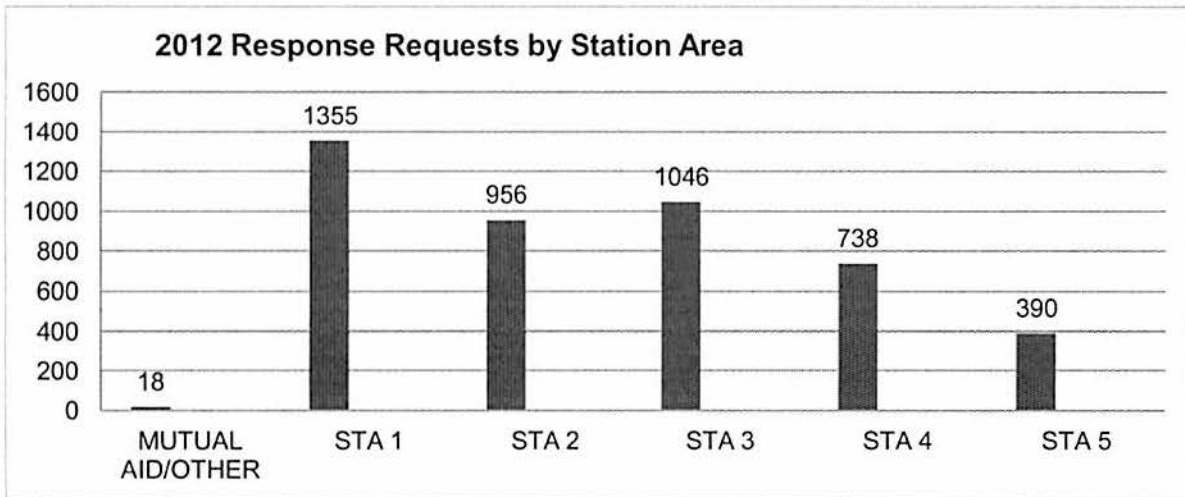


The *Calls by Day of Week* and *Calls by Time of Day* graphs are indicators of when requests for the Fire Department occur in Sheboygan. While there are some patterns that are seen, these graphs match trends nationally overall and also indicate that requests happen at all times.





The *Response Requests by Apparatus* graph is a representation of the total number of times that a specific fire unit was dispatched as part of a response. This is an indicator of the multiple unit assignments that occur rather than a one-for-one apparatus response to call number. The average number of vehicles assigned is 2.3 apparatus per response. The majority of fire department responses are assigned two units primarily due to the number of emergency medical call response requests. More complex incidents will require more vehicles and manpower and working fire responses may have as many as 10 units assigned.



The *Response Requests by Station Area* graph is the total number of incidents for 2012 as divided by Fire Station Single Alarm response area as designated by the fire department. These response areas are established to maintain appropriate response times as set forth by the National Fire Protection Association (NFPA).

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2012 Fire Loss in Dollars*

Total Pre-Incident Value	Losses	Value Protected
\$482,910,243.00	\$1,643,408.00	\$481,266,835

*Total Pre-Incident Value is estimated from a number of factors including market value, assessed value, owner statements, etc. Losses are estimated from a number of factors including personal knowledge, insurance payouts, owner information, etc.

2012 Mutual Aid Given/Received

Incidents with Mutual Aid Received	5
Incidents with Mutual Aid Given	8
Other Responses Outside of City	5

2012 Concurrent Calls

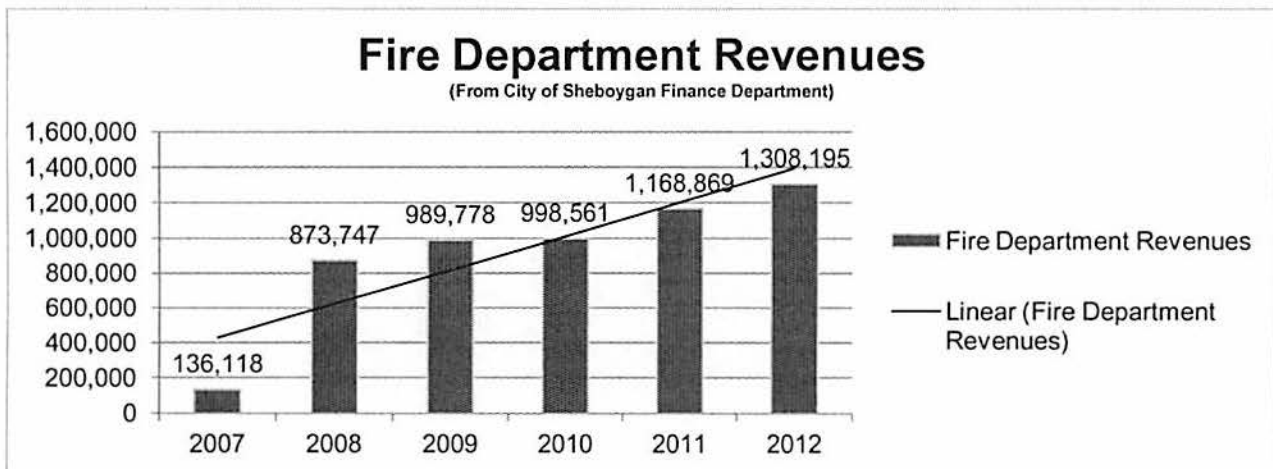
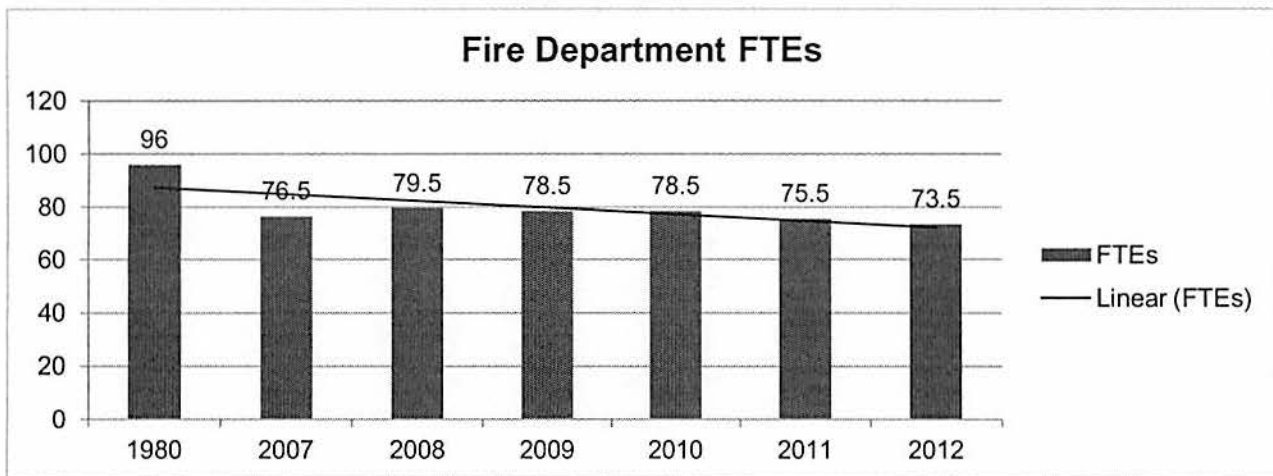
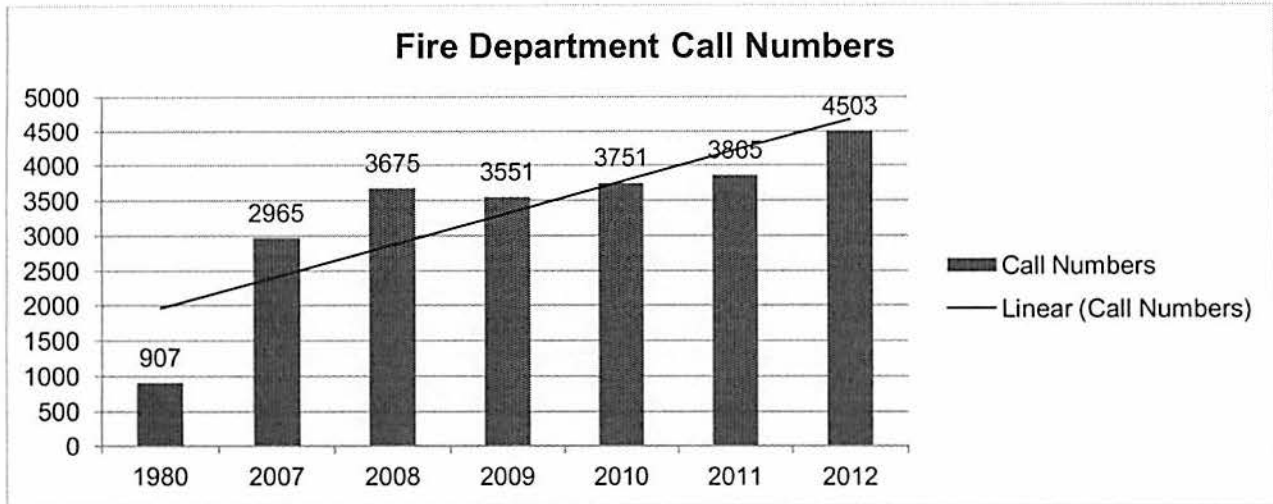
2 Calls at Once	753
3 Calls at Once	97
4 Calls at Once	72
All resources assigned, no available units	65

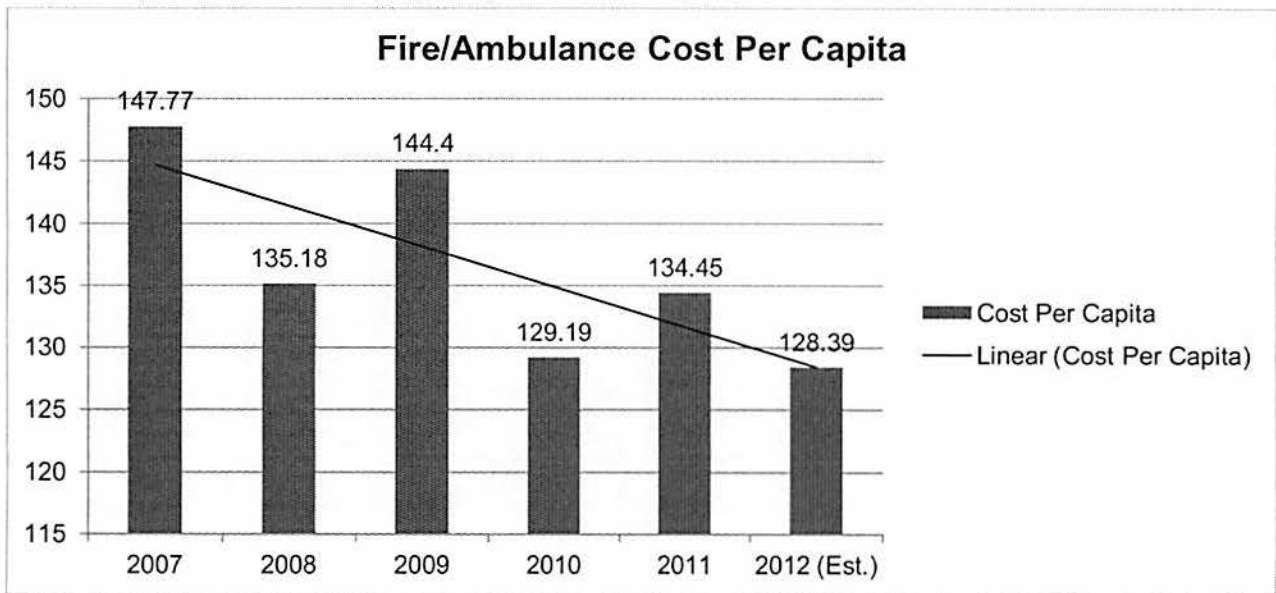
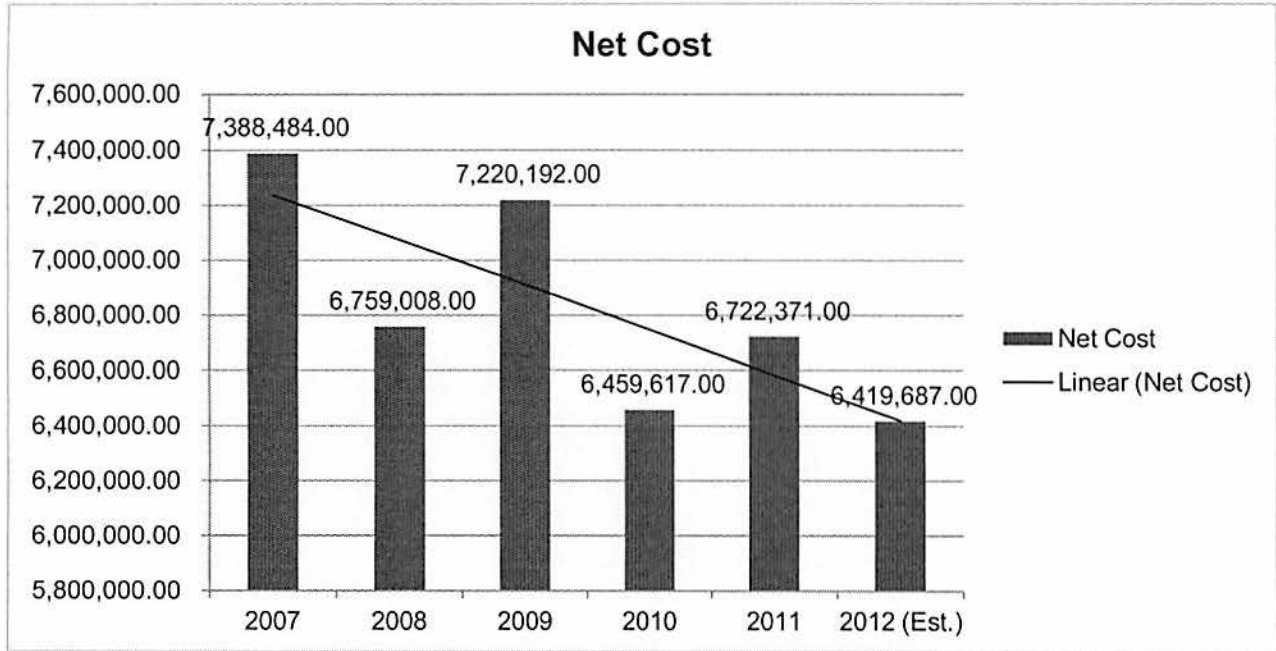
2012 Events Requiring Call-Back

Incidents with Call Back Initiated	35
Total Number of Individuals Called Back	53

2012 Fire Deaths

Fire Deaths	0
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According to Ehlers Financial Advisors State Median Fire and Ambulance is \$182.00.

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Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	48	1.07%
112 - Fires in structure other than in a building	3	0.07%
113 - Cooking fire, confined to container	52	1.15%
118 - Trash or rubbish fire, contained	1	0.02%
130 - Mobile property (vehicle) fire, other	1	0.02%
131 - Passenger vehicle fire	15	0.33%
138 - Off-road vehicle or heavy equipment fire	1	0.02%
140 - Natural vegetation fire, other	1	0.02%
141 - Forest, woods or wildland fire	4	0.09%
142 - Brush or brush-and-grass mixture fire	5	0.11%
143 - Grass fire	4	0.09%
151 - Outside rubbish, trash or waste fire	6	0.13%
154 - Dumpster or other outside trash receptacle fire	5	0.11%
160 - Special outside fire, other	11	0.24%
162 - Outside equipment fire	1	0.02%
251 - Excessive heat, scorch burns with no ignition	4	0.09%
300 - Rescue, EMS incident, other	18	0.40%
311 - Medical assist, assist EMS crew	164	3.64%
321 - EMS call, excluding vehicle accident with injury	3168	70.35%
322 - Motor vehicle accident with injuries	114	2.53%
323 - Motor vehicle/pedestrian accident (MV Ped)	23	0.51%
324 - Motor vehicle accident with no injuries.	12	0.27%
331 - Lock-in (if lock out , use 511)	3	0.07%
341 - Search for person on land	3	0.07%
342 - Search for person in water	1	0.02%
350 - Extrication, rescue, other	1	0.02%
352 - Extrication of victim(s) from vehicle	7	0.16%
353 - Removal of victim(s) from stalled elevator	6	0.13%
411 - Gasoline or other flammable liquid spill	18	0.40%
412 - Gas leak (natural gas or LPG)	34	0.76%
413 - Oil or other combustible liquid spill	10	0.22%
422 - Chemical spill or leak	20	0.44%
424 - Carbon monoxide incident	15	0.33%
440 - Electrical wiring/equipment problem, other	1	0.02%
442 - Overheated motor	14	0.31%
443 - Breakdown of light ballast	4	0.09%
444 - Power line down	13	0.29%
445 - Arcing, shorted electrical equipment	18	0.40%
463 - Vehicle accident, general cleanup	5	0.11%
500 - Service Call, other	3	0.07%
510 - Person in distress, other	1	0.02%
511 - Lock-out	14	0.31%
512 - Ring or jewelry removal	1	0.02%
520 - Water problem, other	2	0.04%

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522 - Water or steam leak	7	0.16%
531 - Smoke or odor removal	1	0.02%
542 - Animal rescue	12	0.27%
551 - Assist police or other governmental agency	17	0.38%
552 - Police matter	2	0.04%
553 - Public service	8	0.18%
554 - Assist invalid	163	3.62%
561 - Unauthorized burning	83	1.84%
600 - Good intent call, other	8	0.18%
611 - Dispatched & cancelled en route	20	0.44%
621 - Wrong location	1	0.02%
622 - No incident found on arrival at dispatch address	24	0.53%
631 - Authorized controlled burning	22	0.49%
641 - Vicinity alarm (incident in other location)	1	0.02%
651 - Smoke scare, odor of smoke	16	0.36%
652 - Steam, vapor, fog or dust thought to be smoke	5	0.11%
671 - HazMat release investigation w/no HazMat	16	0.36%
700 - False alarm or false call, other	1	0.02%
710 - Malicious, mischievous false call, other	2	0.04%
712 - Direct tie to FD, malicious false alarm	1	0.02%
714 - Central station, malicious false alarm	5	0.11%
715 - Local alarm system, malicious false alarm	5	0.11%
721 - Bomb scare - no bomb	1	0.02%
731 - Sprinkler activation due to malfunction	4	0.09%
732 - Extinguishing system activation due to malfunction	1	0.02%
733 - Smoke detector activation due to malfunction	43	0.95%
734 - Heat detector activation due to malfunction	2	0.04%
735 - Alarm system sounded due to malfunction	36	0.80%
736 - CO detector activation due to malfunction	32	0.71%
740 - Unintentional transmission of alarm, other	3	0.07%
741 - Sprinkler activation, no fire - unintentional	8	0.18%
742 - Extinguishing system activation	1	0.02%
743 - Smoke detector activation, no fire - unintentional	37	0.82%
744 - Detector activation, no fire - unintentional	9	0.20%
745 - Alarm system activation, no fire - unintentional	42	0.93%
746 - Carbon monoxide detector activation, no CO	6	0.13%
812 - Flood assessment	1	0.02%
813 - Wind storm, tornado/hurricane assessment	1	0.02%
911 - Citizen complaint	1	0.02%
TOTAL INCIDENTS:	4503	100.00%

Emergency Medical Services

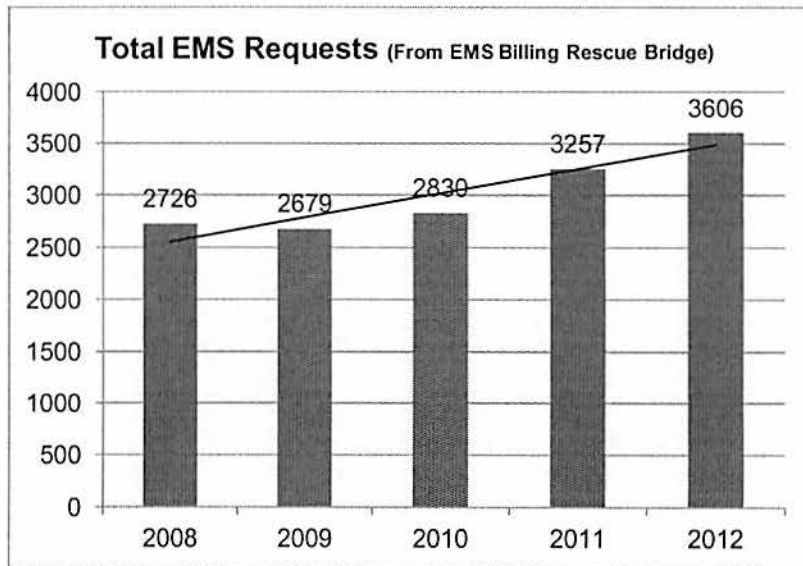
The Sheboygan Fire Department has provided emergency medical care for the citizens of Sheboygan for many years and as of January 1st, 2008 has been a licensed ambulance service provider with the State of Wisconsin. The personnel of the fire department are cross-trained in both fire services and emergency medical care. This duality of skills and equipment provides a very efficient model for providing both EMS and fire services to the community at a very high level. Response time requirements based on progression timelines for both critical medical events and fires are very similar which makes the medical response pair well with the existing fire department infrastructure. When responding to fire and technical rescue related responses, the cross-trained firefighter can apply the necessary skills to the problem at hand whether it is fire or an injured person, or both.



Asher Heimerman-Incident Response

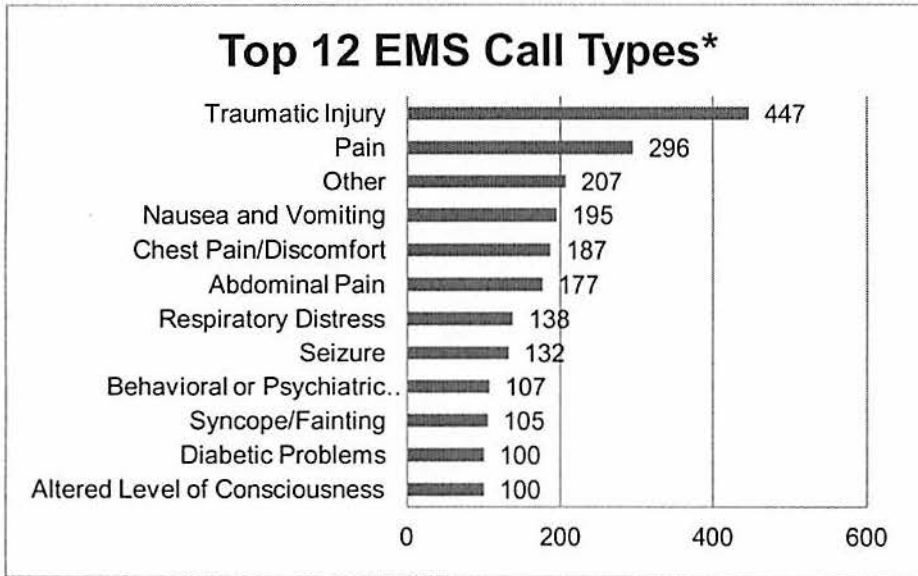
In 2012 the fire department responded to approximately 3600 medical calls. A breakdown of those requests by year over the past five years can be seen in the graph below. Of those responses, approximately 83% of those patients get transported to either a local facility, or to a facility outside of the city in order to get a higher level of care.

Also in 2012, the fire department changed medical directors. Dr. Steven Zils has agreed to fulfill the responsibilities of Service Medical Director. As a result of that new relationship the department has been able to continue serving at a high level and also move forward with new medical protocols, more consistent training, and as of January 1st, 2013 licensure as a Critical Care Service. The upgrade in



training and equipment will increase the department's ability to manage certain critical patients in the field and during interfacility transports.

The number of EMS responses by the fire department compared to other types of requests is very consistent with departments across the country according to the National Fire Protection Association statistics for fire responses. This holds true even for departments who do not provide ALS transport services. This is due largely to the fact that those departments provide for first response and other supportive duties to those incidents as well.



*DATA IS FROM RESCUE
BRIDGE REPORTING
SOFTWARE BY
PROVIDER IMPRESSION

Health, Wellness and Safety

The personnel of the fire department are its most valuable asset. The importance of the health and well being of those individuals cannot be overstated. The ability of firefighters to carry out their mission in service to the public requires that they be physically fit, protected from injury, and cared for properly if injuries or exposures would occur. Like any quality business, the safety of its employees is at the top of the priority list and is probably mandated through statute and industry standards. The Sheboygan Fire Department is dedicated to protecting the safety of its employees.

The use of respirators is vital to the service provided by the department and the Sheboygan Fire Department maintains an Occupational Health and Safety Administration (OSHA) compliant respiratory protection program complete with all of the requirements including education, medical testing, fit testing of respirators, equipment purchasing, and maintenance and testing of all equipment including respirators and air supplies.



In 2012, the department entered into a cooperative relationship with Johnsonville Sausage for the purchase of a new Portacount® fit testing machine to replace the department's outdated and inadequate tester which was traded in to the seller for a \$1500.00 credit. This is a necessary and expensive piece of equipment that both organizations have need for. A donation by Johnsonville Sausage for \$6500.00 made it possible for the department to purchase the \$12,000.00 machine. The equipment is maintained at the Sheboygan Fire Department and the use of the machine is shared with Johnsonville Sausage. In addition, the Sheboygan Fire Department has been performing fit tests for Sheboygan County Public Health and hopes to

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provide for fit testing to other fire departments in 2013. This unit is expected to last approximately 10-12 years.

As part of the respiratory protection program, the department provides for medical clearance and testing to assure that employees are fit to be wearing and working using respirators. In 2012 all department personnel required to use respiratory protection were tested and cleared.

Safety Committee

The Sheboygan Fire Department safety committee is composed of representatives from all stations as well as staff of the department. The group meets several times throughout the year to discuss and address matters of safety concern for the employees of the department. Items such as day-to-day procedures, fireground operations, and station safety are just some of the topics discussed.

Fire Prevention and Public Education

In an effort to reduce the loss of life, injury, and property loss in the City of Sheboygan, the Sheboygan Fire Department is dedicated to providing education to the public as part of its mission.



As the hazards presented to the public change, so will the program offerings to the public. It is the department's intent to keep the education of our firefighters current to better offer training to the public about the hazards faced by members of the public and how to better avoid them.

While it is a core mission of the Sheboygan Fire Department to respond to and mitigate incidents in the City of Sheboygan, it is also the department's mission to reduce the number and severity of those incidents by

proper code development and enforcement, effective and efficient response, and ongoing public education. It is through this continuous and comprehensive program of education that the department maintains a culture of safety in the community.

This general program area of public education is vital to the success of the fire department mission.

The funding for the materials used for the school programs is largely generated through a program developed and operated by the National Fire Safety Council (NFSC). Each year, local businesses are solicited for donations toward the program by NFSC on the department's behalf and those funds are used by the department to purchase all of the fire prevention materials used in the public education programs delivered in the schools.

In 2012 the Sheboygan Fire Department continued to expand its role in the area of public education in schools, businesses, and public events. The following is a synopsis of those efforts to aid in the fostering of a culture of safety in our community.

Elementary School Programs

The Sheboygan Fire Department provides for fire and general safety education to students in grades kindergarten through fourth grade through a comprehensive program that reaches every school age child in the City of Sheboygan for five years running. This program uses materials from the National Fire Safety Council and is delivered by station personnel in the schools. In 2012, the Sheboygan Fire Department gave approximately 120 individual programs in the schools and had personal contact with approximately 4500 children with fire safety messages and activities. This continued program is a major contributing factor to the culture of safety in this community.



FAMILIES PARTICIPATE IN ACTIVITY GAME DESIGNED AND BUILT BY DEPARTMENT MEMBER

2012 Fire Academy



Asher Heimerman-Incident Response

The Fire Academy program is held once a year as part of the department's complete school program delivery with the intent of educating children in a progressive manner about fire safety and accident prevention. This program is held at Fire Station #3 and is primarily geared toward smaller schools and home schooled children. This year nearly 200 students, teachers, and parents attended this year's Fire Academy.

The overall benefit to the community is the continued safety awareness education of our children. This particular program specifically benefits the smaller schools as well as the department by providing an efficient way to meet the needs of these schools that have limited enrollments.

Safety Town

The fire department participates annually with other emergency response entities to educate children about various safety topics and behaviors. This includes educational activities as well as exposure to the fire department through the use of tours and interactive activities.

The direct benefit of the program is the increased safety awareness for those who are in attendance. The indirect benefit is a better working relationship and interaction between the various local response agencies involved in the program.

Fire Extinguisher Training Program

The department has special props designed for the purpose of teaching fire extinguisher safety and use to businesses and organizations and their employees

The department fire extinguisher training program is designed to increase awareness, skill, safety and confidence for members of the public in the area of fire extinguishers, thus increasing safety and

Sheboygan Fire Department Annual Report | 2012

decreasing fire loss. In 2012, 7 different local companies participated in the training with the fire department.

Rockets for Schools Program

The Sheboygan Fire Department works cooperatively with the organizers of the Rockets for Schools program in an effort to provide a safe environment with closely staged medical and fire protection for the rocket launch events. This program is considered an activity that has an increased potential for incident due to the propellants used for the rockets.

The benefit of having the fire department stage fire and EMS resources is a reduction in response delay in the event of any incident as well as a general safety presence to proactively address any unsafe conditions or acts. At the Horace Mann site, an engine company is provided and at the South Pier site, a fire apparatus and an EMS unit are provided.

2012 Leukemia Society Scenic Shore 150

The *Scenic Shore 150* is a 150 mile, two day bike ride/race that raises funds for the Leukemia Society. The ride begins in Milwaukee and moves through Sheboygan with a lunch/rest stop at King Park in Sheboygan. Generally there are almost 1,000 riders participating in the event.

Parades (4)



The Sheboygan Fire Department participates with 1-2 vehicles in the Fourth of July Parade, Sheboygan Bratwurst Day Parade, Memorial Day Parade, and the Holiday Parade.

The Sheboygan Fire Department has been a long standing participant in the parade events in the City of Sheboygan. Our involvement in these events promotes a sense of community by displaying various pieces of apparatus in parades and generally supporting parade events to help with their continued success. The fire department's presence creates an awareness of the fire department in the community and aids in the positive promotion of safety.

Medical and Fire Stand Bys

The fire department plays a huge role in the general safety of the community and the events that take place in our community. Some of those events for 2012 where the department played a role in providing medical and fire protection coverage were:

- The Polar Bear Plunge
- The Fourth of July festivities including the fireworks and the Cardboard Boat Regatta
- The Miesfeld's Lakeshore Weekend Kids Fest
- The XTerra Triathlon
- The Home Brewers Club event at the Sheboygan Quarry
- Boys and Girls Club Block Party
- Political Dignitary Stand bys
- Acuity Health Challenge
- North High School Homecoming Fireworks
- Sheboygan International Day/Bike Race

Sheboygan Youth Football Program

The Sheboygan Fire Department works cooperatively with the Sheboygan Youth Football program to educate their coaches and volunteers as well as provide emergency medical stand by units at their games and practices.

Football poses an increased potential of injury for the players. Also, spectators are likely, which make having an emergency medical response unit positioned closely a benefit.

North and South Varsity Football Games

The Sheboygan Fire Department works cooperatively with the training staff of the North and South High School programs. The department provides a non dedicated stand by ambulance and paramedic crew at North and South High School football games.

Football has been identified as a sport with a significant number of injuries with an increased potential for severe injuries as well. There are also increased numbers of spectators gathered at these events. Having medical resources placed strategically for immediate care when needed is certainly beneficial.

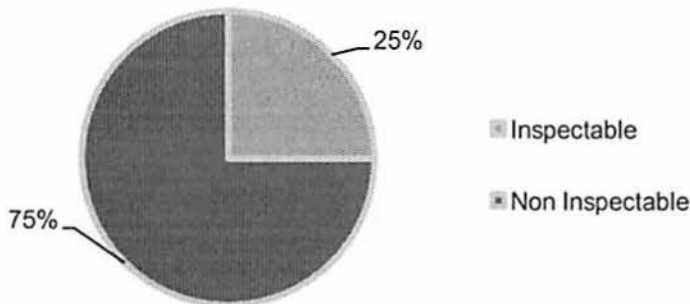
Station Tours

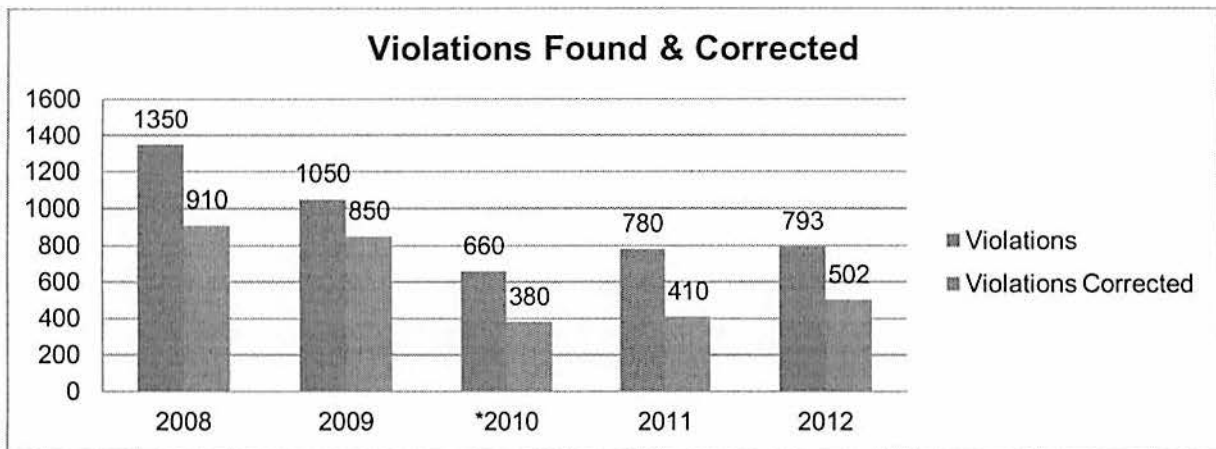
As always, the fire department has provided tours of the fire stations and apparatus to families and organizations from the City of Sheboygan. This gives the fire personnel the opportunity to showcase the fire department to the public and to reach out to small children and families with the message of fire safety.

Fire Inspection

As mandated by statute, the Sheboygan Fire Department inspects all businesses and residential facilities of three family and larger for potential fire violations and general safety concerns. These inspections are carried out primarily by line firefighters as a normal part of their annual duties. In 2012, 1843 inspections were completed by line personnel. These twice-per-year inspections by line personnel began in 1986 and as a result of that process there has been increased awareness of violations and safety issues by property owners in Sheboygan and numerous corrections made for existing violations. Value added components to these inspections are better relationships with business owners in general and better awareness and familiarity for firefighters with buildings in the City of Sheboygan.

2012 Structure Fires by Inspectable/Non Inspectable Properties





*In 2010, inspections were reduced to once per year for most occupancies in the City of Sheboygan.

Fire Investigation

As a result of the elimination of positions in the fire prevention bureau and the subsequent redistribution of duties, the fire investigations by the department are being performed by a core of investigation trained personnel from within the fire department and the police department. The department also has participation and membership with the Sheboygan County Fire Investigation Unit which is a county team comprised of investigation trained individuals from various fire departments within the county. Members from our department assist



BURNED REMAINS OF A BED IN A LOCAL RESIDENCE



BURNED INTERIOR ROOM IN A LOCAL RESIDENCE.

with investigations in the areas of the county outside of the city and also members from outside of the city assist our department from time to time with large investigations in the city. This relationship utilizes the concept of shared resources to properly perform mandated investigations of fires for cause and origin as well as potential criminal investigation if necessary. A working relationship with the City of Sheboygan Building Inspection Department is also a very important part of our investigation process that utilizes expertise and experience in other areas of building inspection to determine causes of fires.

Members of the Investigation Team must complete an initial 20 hour basic class in investigation which is presented by the Wisconsin Chapter of the International Association of Arson Investigators (IAAI). Additional training is gathered through seminars, additional classes through the IAAI, and meetings of the Sheboygan County Fire Investigation Unit.

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In 2012, members attended 80 hours of basic and advanced fire investigation classes. An additional class was held at Acuity and was attended by 4 of our members.

Fire Investigators for the City of Sheboygan are:

- Assistant Chief Vernon Koch
- Deputy Chief Charles Butler
- Captain Ken Molitor
- FF/Paramedic Nic Noster
- FF/Paramedic Tyler Meyer
- FF/Paramedic Michael Lubbert
- Detective Cameron Stewart



Asher Heimerman-Incident Response

Significant Fires Investigated in 2012

According to State statute it is the responsibility of the Fire Chief to investigate all fires for origin and cause. 140 fires were investigated and documented accordingly by the Incident Commander in charge of those fires. At times, additional assistance and expertise is utilized to investigate fires. In those cases outside investigators or members of the Sheboygan County Fire Investigation Unit are requested.

In 2012, over 156 hours were spent on the investigation of significant fires and the completion of follow up reports and other pertinent documentation.

- | | | |
|-------------------------------------|--------------------------------------|---|
| • 1530 North 7 th Street | • 1139 Dillingham Avenue | • 1934 North 6 th Street/1917 North 7 th Street |
| • 531 South 8 th Street | • 933 Indiana Avenue | • 1417 Erie Avenue |
| • 319 Niagara Avenue | • 1627 South 12 th Street | • 2629 Erie Avenue |
| • 2304 Indiana Avenue | • 1618 Huron Avenue | • 618 Erie Avenue |
| • 2218 Julson Court | • 1942 North 12 th Street | |



1990 PIERCE ARROW PUMPER SCHEDULED FOR REPLACEMENT IN 2014.

Training and Resource Development



CREW PRACTICES TECHNIQUES IN AUTOMOBILE STABILIZATION FOR EXTRICATION. ASHER HEIMERMAN-INCIDENT RESPONSE

The nature of the responsibilities of a fire department requires continuous training of its personnel to assure the best possible chance of a positive outcome when critical incidents occur. This is especially important when those events do not happen very often and you get one chance to get it right. Training and preparation is tailored to create effectiveness, efficiency, and safety when the fire department responds to incidents. The Sheboygan Fire Department provides for training of its employees through many different programs using a variety of methodologies that are designed to best meet the needs of the department both fiscally and operationally. Because of the inherent dangers present in the job, many of the training areas are statutorily mandated for the protection of both the employee and the citizens they serve.

The elimination of staff positions within the department has made it necessary to alter how the department plans, prepares, and delivers training. The duties have been redistributed to numerous personnel in an effort to maintain adequate training and monitored compliance with mandatory training requirements. One of the ways the Sheboygan Fire Department works to maintain cost effective training is through the development and utilization of in-house instructors. These instructors are from both the line and staff of the fire department. Twelve of the department's instructors are certified through the Wisconsin State Technical College System in various areas including Emergency Medical Services, Technical Rescue, Firefighting, and Incident Management. Where no qualified instructor is available from within the department the department will occasionally send an individual to train-the-trainer education for that topic, or an outside instructor is brought to the department.



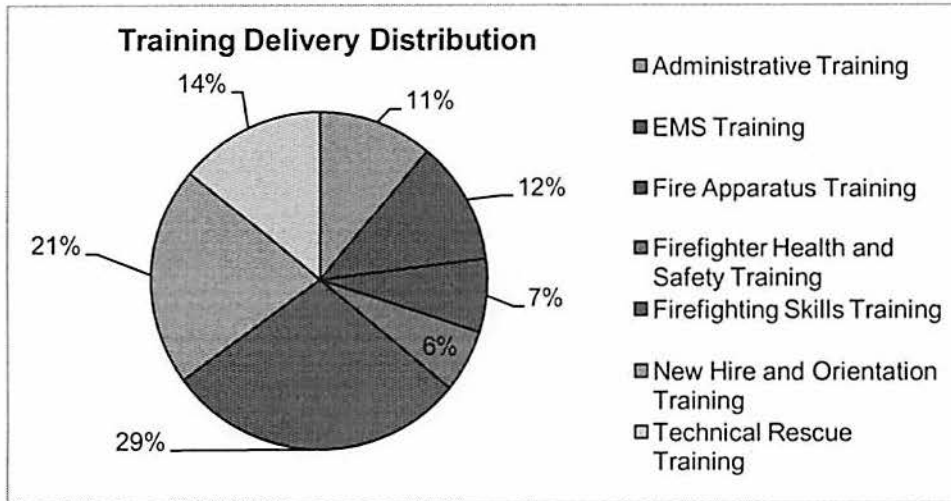
FIRE CREWS PRACTICE EXTRICATION TECHNIQUES ON AUTOMOBILES PROVIDED BY GUS HOLMAN CO. ASHER HEIMERMAN-INCIDENT RESPONSE



JOINT LADDER TRAINING WITH OOSTBURG, CEDAR GROVE AND BLACK RIVER FIRE DEPARTMENTS. ASHER HEIMERMAN-INCIDENT RESPONSE

The following is a list of the major training topics delivered in 2012:

- Ice Rescue Training
- Thermal Imaging Camera Familiarization and Use
- New Hire Orientation and Training (6 new hires in 2012)
- Confined Space Rescue Training
- Rapid Intervention Team Training
- Marina Firefighting Training
- New EMS Equipment Familiarization Training
- Workplace Harassment Training
- CPR Recertification
- MABAS Box Alarm Training and Drill



FIRE DEPARTMENT TRAINING DISTRIBUTION BY CATEGORY FOR 2012

CATEGORY	# CLASSES	TOTAL DURATION
Administrative Training	23	62.25
EMS Training	30	65
Fire Apparatus Training	22	37.25
Firefighter Health and Safety Training	15	31.5
Firefighting Skills Training	98	164.25
New Hire Training and Orientation	23	117.5
Technical Rescue Training	45	80.75
Total Class Time		558.5
TOTAL MAN HOURS OF TRAINING		4757.50

Because responses to incidents require the sharing of resources and teamwork between various departments and agencies, the Sheboygan Fire Department often trains with outside agencies as part of its preparation for response. In 2012, the department had training with neighboring fire departments, city and county law enforcement, Alliant Edgewater rope rescue team, and the United States Coast Guard.

The fire department also has members on the Sheboygan County Hazardous Materials Response Team which holds monthly training in the response to Hazardous Materials Incidents.

Technical Rescue

Technical Rescue can be defined as, "The aspects of saving life and property that employ the use of special knowledge, skills, and tools that go above and beyond those normally utilized during structural firefighting and emergency medical responses."

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There are currently 13 disciplines that are considered to fall under the umbrella of Technical Rescue. Rope rescue, confined space rescue, trench rescue, structural collapse, vehicular and industrial extrication, and ice rescue are a few examples.

It is federal law that employers which require their employees to perform confined space entries, must have a designated rescue team. The Sheboygan Fire Department is the designated rescue team for other city workers.

In 2012, the Sheboygan Fire Department conducted confined space training in both the spring and fall. The spring session consisted of a review of the tools available to the department, as well as a review of the specific skills necessary to perform this type of rescue. The fall session involved a live confined space rescue scenario conducted at the wastewater lift station on 7th and Kentucky. Personnel were also able to utilize high angle rope rescue skills during this training session, due to the physical nature of the building.

The fire department further utilized rope rescue skills while conducting training along the lakeshore. The rescue of a person that had suffered injury after falling down the bluffs was simulated. Ropes, a stokes basket, and an aerial ladder were utilized to successfully, and safely, bring the victim back to street level.

Vehicular extrication is an ongoing training process. Several times per year, crews are able to gather at Gus Holman and practice the various techniques necessary to remove a patient from a vehicle using the Jaws of Life.

In cooperation with the Coast Guard, the department conducted ice rescue training at the marina. Required skills and tools were reviewed and used to rescue an individual that had fallen through the ice. This cooperative and department wide training is an annual event.

At the request of a local company, the department reviewed the tools, policies, and procedures that they had in place that their employees were to utilize during a confined space emergency. Fire department personnel were able to work in conjunction with company representatives, in order to improve upon these issues.

In 2013, the fire department plans to meet with other city departments in order to review their rescue response plans. It is also in the plan to continue working with private industry as they request our assistance. Finally, the fire department will continue to improve and update our knowledge, skills, and equipment as they pertain to the Technical Rescue disciplines necessary in the community.

Fire Department Intern and Ride-Along Programs

In 2012 the Sheboygan Fire Department entered into a mutually beneficial agreement with Fox Valley Technical College (FVTC) to provide a site for firefighting students to serve in an intern capacity with the Sheboygan Fire Department.

Individuals who are interested in being interns with the department must express their wishes to FVTC and they are to submit a resume along with pertinent information such as a medical

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physical and a drug screen. Final decision to allow the individual into the intern program lies with the Fire Chief.

Interns are fully functional firefighters that are able to assist at fires, participate in training, and do station work. They are not permitted to drive fire department vehicles or fill a full-time firefighter's position. This is considered part of their course work with the technical college so they are not compensated for their time with the department. They are considered additional personnel only and are under the day-to-day supervision of the Company Officer of the Unit to which they are assigned.

In 2012 there were two fire interns placed in the department. A similar agreement is being developed for firefighter/paramedic interns from Lakeshore Technical College.

In similar agreements, the fire department continues to have a ride-along program for paramedic students or nurse-to-paramedic students from Lakeshore Technical College. These students are required to have a prescribed number of mentored hours and patient contacts as part of their coursework with the paramedic program. These students work with department preceptors to gain field experience and knowledge in their quest for paramedic licensure.

The benefit of these types of programs is great and varied. These programs allow the department to get first-hand exposure to potential employment candidates prior to a hiring process. The interaction with students in a mentoring role helps to strengthen our own staff by being current and up-to-date with what is being taught in the technical colleges. These additional hands on the apparatus are very helpful in certain situations that require more manpower to be as efficient and effective as possible. This is also a great way to assure that a well-trained core of potential workers in the area is available to serve the community.

Support Services and Maintenance

Maintenance

The proper preventative maintenance and repair program for fire department vehicles and stations is critical to ensure that they are in a continuous state of readiness and that they are completely reliable when in service and responding to incidents. Proactive maintenance schedules, daily, weekly and monthly equipment and vehicle checks are key elements to this program.

Maintenance of Sheboygan Fire Department vehicles and stations is coordinated by Shift Commander Dean Klein. With the retirement of the Fire Department's dedicated mechanic and the subsequent changes in the assignment of duties, the Fire Department has worked



FIREFIGHTER INTERNS
JORDAN WATSON AND
ALEX TISLAU



FIRE DEPARTMENT LADDER UNDERGOES
ANNUAL TESTING TO ASSURE PROPER
OPERATION AND SAFETY.
ASHER HEIMERMAN-INCIDENT RESPONSE

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cooperatively with the Department of Public Works to develop a maintenance program for fire department vehicles. This has been a challenging process for both departments, but to this point, the process has been successful.

Because the mechanics at the Department of Public Works have limited training and experience with certain fire department specialty equipment such as pumps, ladders, etc., it is necessary to use outside vendors at times for repairs and maintenance on those pieces of equipment. The department is investigating the possibility of further training in those areas for public works mechanics to be able to bring some of those maintenance needs in-house as well.

The expected service life for fire apparatus is twenty five years for engines and ladders and ten years for ambulances. That is remarkable service considering the demanding use of these vehicles. According to the National Fire Protection Association (NFPA), front line fire apparatus should be replaced every 15 years and moved to reserve status for an additional 10 years and no fire apparatus should be in service for more than 25 years.

Support Services

In 2012 the department worked with the City/County purchasing agent to sort through and liquidate items that are no longer of use to the department utilizing the web-based auction site Wisconsin Surplus. In 2012, liquidation of items from the department placed nearly \$4000.00 back into the general fund for the city.

As a result of the new records management system for the department, the fire department now has a much more effective system to catalog and track department assets. This reporting software will allow for better tracking of purchase prices, expected replacement timelines, cost and frequency of repairs, and other general benefits of better budget planning and inventory control.

The rising cost of outside vendors for maintenance and inspection of department equipment and the loss of the department mechanic has created an opportunity for the department to move some of those programs in house. In 2012, two areas were addressed with the development of an internal program to meet those needs and maintain safety and compliance.

For the department Self Contained Breathing Apparatus (SCBA), almost all repair issues were being sent to an outside vendor for the repair or they were being handled by the department mechanic who was certified for basic repairs. Through training of other departmental personnel, these basic needs are being handled in-house as much as possible.

In the EMS area, the maintenance and inspection of the cots and stair chairs used to move patients was handled by an outside vendor. Now that cost has been saved and a program has been established in house to address those needs and maintain safe and manufacturer compliant inspections and repairs.

Firefighter Protective Clothing

According to the National Fire Protection Association (NFPA) All firefighter protective clothing for structural firefighting should be replaced every ten years regardless of condition and sooner if condition is such that it no longer provides for adequate protection for firefighters. In an effort to maintain pace with that replacement schedule, the fire department replaces approximately seven complete sets per year at a cost of about \$1800.00 per set.

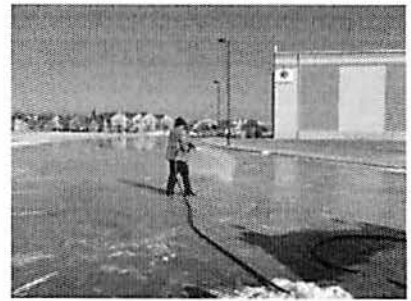
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Grants Awarded and Significant Donations

- The Sheboygan Fire Department submitted a grant proposal to Georgia Pacific Corporation as part of their Bucket Brigade program. As a result of the proposal, the department received a \$2500.00 check to be used toward the purchase of equipment. The monies will be used toward the replacement of outdated helmets worn by the firefighters.
- A cooperative agreement with Johnsonville Sausage resulted in a \$6500.00 donation which assisted with the replacement of a new fit test machine to replace the outdated and inadequate unit previously used by the department.

Other Significant Activities

The Sheboygan Fire Department also continues to be involved in projects and programs that are beneficial to the community. In 2012, off duty personnel assisted with the construction and maintenance of the ice rink at the South Pier District, provided support and a location for Safe Kids to do car seat checks, assisted the Salvation Army in their Bell Ringing Campaign, participated in the local United Way fundraising campaign, and assisted with the food collection at Washington School.



FIREFIGHTER ADDS A FRESH LAYER OF WATER TO THE ICE RINK



OFF DUTY FIREFIGHTERS VOLUNTEERED MANY NIGHTS FOR SALVATION ARMY BELL RINGING CAMPAIGN. ASHER HEIMERMAN INCIDENT RESPONSE



OFF- DUTY FIREFIGHTERS ASSISTED WITH FOOD DRIVE AT WASHINGTON SCHOOL. ASHER HEIMERMAN

New Firefighter/Paramedic Recruits in 2012



NICHOLAS HOEPFNER



ADAM LOOSE



LUCAS SIEWERT



CHRISTOPHER ST. PIERRE



JORDAN JUDAY



BRIAN FREUND

New Hires for the department in 2012 all attended a comprehensive three week training academy to build upon their own education and qualifications. This program familiarizes them with the policies, procedures, and operations of the Sheboygan Fire Department and the City of Sheboygan. This concentrated training program in both fire/rescue and Emergency Medical Services continues through their first year and beyond to assure that they are competent to serve the community. The Sheboygan Fire Department is pleased with their progress and hopes for many years of continued service to the City of Sheboygan.

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Promotions in 2012



ASSISTANT CHIEF
VERNON KOCH



DEAN KLEIN
COMMANDER



KEVIN ANHALT
CAPTAIN



RANDY BAUER
CAPTAIN



JEFFREY WESSEL
LIEUTENANT



EFREM CAPETILLO
LIEUTENANT



PATRICK NICOLAUS
LIEUTENANT



BRENT ADAMSON
LIEUTENANT

In Memoriam



Donald Daehn
(1953-1985)

Born: 1929
Appointed: 1953
Retired: 1985
Retired as Motor Pump Operator
Returned to Quarters: 2012



Joseph Murray
(1961-1989)

Born: 1934
Appointed: 1961
Retired: 1989
Retired as Fire Equipment Operator
Returned to Quarters: 2012

Frequently Asked Questions about the City of Sheboygan Fire Department

1. How big is the Sheboygan Fire Department?

We currently staff with 72 professional firefighters (31 are Paramedics)

- 1 Fire Chief
- 1 Assistant Fire Chief
- 1 Deputy Chief
- 3 Shift Commanders
- 66 Fire suppression/EMS Firefighters

2. Why is the Sheboygan Fire Department's goal of 3.5 to 4 minute response time so critical?

The current staffing and apparatus placement allow us to maintain an average response time of 4.34 minutes. This is critical for many reasons. The following are examples where studies have shown:

*Infant/pediatrics who experience oxygen deprivation begin to suffer permanent brain damage at 4 minutes (choking, drowning, sudden cardiac arrest, etc).

*In just 2 minutes, a structure fire can become life threatening. In 5 minutes, a residence can become engulfed in flames. Fires double in size every 1-2 minutes, so response time is critical for search and rescue to take place.

*A 3.5 to 4 minute response time enables a responding fire department to limit fire damage to the room of origin, limiting excessive fire loss.

*Adult Oxygen Deprivation begins to cause brain death at 4-6 minutes. Brain death is assured at 10 minutes.

*CPR, if begun within 4 minutes of cardiac arrest and followed by electric defibrillation within 10 minutes, can increase chances of survivability by 40%. In cardiac arrest, with every passing minute, the chances for the victim's survival decrease by 10%. Defibrillation is more successful when performed within 8 minutes of the cardiac arrest, and most successful if performed within 5 minutes.

*With trauma patients, the "Golden Hour" is the time from the point of traumatic injury to the time they receive definitive medical care. Studies have proven that getting a patient to a trauma center's operating room within the first 60 minutes of injury drastically increases chance of survival. Every minute matters for survivability, especially within the first "Golden Hour".

*For trauma patients who are trapped in a vehicle from a motor vehicle accident or an industrial machinery accident, their extrication time is also included in the "Golden Hour". All Sheboygan fire and medical apparatus carry professionally trained rescue firefighters and two fire apparatus carry extrication equipment (Jaws of Life).

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3. What types of shifts do the Sheboygan firefighters work?

24 hour shifts beginning at 7 am each morning. 56 hours per week, ten or eleven 24 hour shifts per month. These shifts/hours help reduce costs for the city by not having overtime costs associated with 8 hour shifts and 40 hour work weeks. Firefighters do not receive overtime for hours worked over 40 hours. Fire stations are staffed 24/7/365 days a year.

4. Why not three 8 hour shifts instead of one 24 hour shift? Wouldn't that be more cost effective?

Actually, it is most economical for the city to have their firefighters work 24 hour shifts. Sheboygan firefighters work an average of 56 hours per week. If staffed with 8 hour shift employees, it would require overtime for anything above 40 hours. There would need to be 30% more firefighters, or significant overtime, to provide the same daily staffing levels as is currently maintained.

In addition, this does not take into consideration the added overtime costs when firefighters respond to an incident near the end of their shift. They are duty-bound to stay late and complete the emergency incident, on overtime. With 8 hour shifts, there would be three times the opportunity for this to occur which would drastically affect overtime costs as well.

5. Why do firefighters sleep at the fire station?

Sheboygan firefighters, along with virtually every full-time firefighter in North America work 24 hour shifts. Unlike 8 hour employees, the 24 hour employee's shift is dictated by run volume and calls. Regardless of what time of the day a call for help comes in, firefighters will respond 24/7 and 365 days a year. All of the station duties and training is completed throughout the day. The firefighters in Sheboygan responded to over 4,500 calls for help in 2012. At night, if they are able, they are permitted to sleep in order to maintain energy and a sharp mind if requested for response.

6. How many stations and pieces of apparatus does the Sheboygan Fire Department have and how are they normally staffed?

Station 1 (833 New York Ave)	Engine 1 (3 Firefighters) Fireboat – Located at the marina April – October
Station 2 (2413 S. 18th St)	Engine 2 (2 Firefighters) Med 2 (2 Firefighters)
Station 3 (1326 N. 25th St)	Rescue 3 (2 Firefighters) Med 3 (2 Firefighters) Shift Commander
Station 4 (2622 N. 15th St)	Ladder 4 (2 Firefighters) Med 4 (2 Firefighters)
Station 5 (4504 S. 18th St)	Ladder 5 (2 Firefighters)

In addition, the Sheboygan Fire Department has available for use: 2 Spare Engines, 1 Spare Ambulance, a Tech Rescue Trailer and a Command Post.

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7. Are there always firefighters staffed at all of the fire stations?

Yes, unless firefighters are out on a call, training, conducting fire inspections or delivering public education programs, they are always ready to respond at a moment's notice from all stations. During the times they are out of the station, they are either "in service" in their response area and ready to respond, or another station will cover their call.

8. What services does the Sheboygan Fire Department provide?

Fire suppression
Rescue and extrication
Hazardous materials response
Advanced life support medical transport services
Emergency management and incident mitigation
Fire safety building inspections
Code enforcement
Public education
Public service/assistance

9. How many calls does the Sheboygan Fire Department run every year?

Year	Medical	Fire	Total
2002	1597	727	2324
2005	1988	928	2916
2008	2735	940	3675
2011	2913	952	3865
2012	3520	980	4503

* 2008 was the first year of the SFD Ambulance Service

** Each call equals one incident scene. Many times there are multiple apparatus and stations on one scene.

10. Who determines which apparatus are needed for a determined call?

The Sheboygan Fire Department dispatch center is located in the police station. Many times the type of situation found upon arrival is very different from the situation portrayed to dispatch over the 911 phone call. People experiencing an emergency may be under stress at the moment and understandably may not always accurately describe their situation to dispatch. Units are dispatched according to information received by dispatch. Dispatch works to reasonably dispatch for the worst case scenario. This helps to prevent the firefighters from arriving at an emergency understaffed or underequipped. It is better for the incident commander to return staffing, apparatus and equipment back to the station than to realize more help was needed and not have it available on scene. Experience has taught the department that it is better to have too much help initially than not enough.

Sheboygan Fire Department Annual Report | 2012

11. Why do fire trucks with full lights and sirens go through red lights at intersections and then, after they go through, they turn off their lights and sirens and slow down?

Emergency lights and siren are only used when responding to a call and occasionally when transporting a critical patient to the hospital. Sometimes several units are dispatched to the same incident. When the first unit arrives on scene, that crew may assess the situation and inform the dispatcher that they can handle the emergency alone. All other responding units are then cancelled and put back into service, ready to take another call, which may be the cause for the shutdown of emergency lights and siren.

12. Why do so many fire apparatus respond to simple incidents?

A "Standard Response Plan" policy is utilized on all responses. This system is a pre-designated formula that determines the amount and type of equipment that may be needed and sent to the incident. For example, a residential structure fire includes a minimum of a shift commander, 1 ladder truck, 2 engines, a rescue truck and 2 med units. If these units are not needed, they are released by the incident commander.

13. Why do fire apparatus respond on medical runs with an ambulance?

The Sheboygan Fire Department ambulances are staffed with 2 paramedics. The fire apparatus are staffed with 2 or 3 personnel, many of them paramedics. If the person calling 911 describes a situation that sounds like a serious medical emergency to the dispatcher, both an ambulance and a fire apparatus (first responder) are sent. The Sheboygan firefighters are bringing the emergency room to you. When you are in an emergency room at a hospital, there are multiple people helping a critically ill patient. Firefighters/Paramedics are no different. They also need to have multiple personnel on scene to adequately provide the highest level of services for the patient.

14. Why doesn't the city hire separate EMS workers or privatize EMS? They could work for less than firefighters and work 8 hour shifts. Shouldn't firefighters only put out fires?

Dual trained Firefighter/Paramedics have become the national standard for fire departments, with over 70% of EMS in the country provided by fire departments. The traditional "fire department" has now evolved into more of an EMS/fire department. Dual skills are required in many of the emergencies responded to by fire departments. Extrications, technical rescues, hazardous material incidents, fires, water emergencies, and the wide range of other calls answered by fire departments all have a better chance for a positive resolution when responded to by dual trained personnel. As an example, having a paramedic directly involved with automobile extrication places critical medical care at the patients side when it is desperately needed.

Studies have shown that there is a less than 1% chance of a fire and an EMS call occurring at the same time. Having dual trained personnel allows a municipality to maximize the efficiency and effectiveness of its employees. The revenue generated from EMS assists fire departments in the maintenance of adequate staffing to respond to fires. Having dual trained Firefighter/Paramedics creates versatility and enables the fire department the ability to provide the highest level of services available for public safety.

15. Why do firefighters break windows and cut holes in roofs when the fire is inside a building? It seems that they are causing more damage than the fire.

Fire in a building creates a tremendous amount of heat and smoke. In many instances, firefighters must remove this heat and smoke before they can get close enough to the fire to extinguish it. The reduced heat and improved visibility allow firefighters to safely and quickly rescue trapped occupants and

Sheboygan Fire Department Annual Report | 2012

extinguish the fire. Heat and smoke rise, so cutting a hole in the roof and breaking out windows in strategic locations allows the superheated-black smoke to vent out and cool air to enter the structure from below. This process is called "ventilation". It also reduces the possibilities of backdraft (an explosion of heated gases) and flashover. By venting the window of a room that is on fire, it actually helps to contain the fire to the room of origin. Otherwise, superheated gases spread throughout the inside of a structure and spread the fire further. Breaking a window actually prevents much more damage than it causes. Sheboygan Fire is proud of the fact that by utilizing these tactics in a timely manner (response times) we are able to contain a structure fire to its room of origin over 90% of the time.

16. Why do firefighters retire a little younger than other professions?

Firefighting is a physically demanding job that does not make it a safe and effective work situation into your golden years. Firefighters do not receive social security benefits and the City does not pay into the social security system for them. Firefighters pay into the state pension system along with the city.

17. Why not have a hybrid department comprised of full-time and volunteer firefighters in Sheboygan? Wouldn't that be more efficient?

There are a variety of fire department models to provide public protection and safety; Volunteer, Paid-on-Call, Combination, Career, or Contracted. Each model comes with its own level of expectations and proficiency. A combination or volunteer department cannot be expected to produce the same level of service as a full-time career department.

The Sheboygan Fire Department responded to 4503 calls in 2012, with an average response time of 4.34 minutes. The other 24 departments in Sheboygan County combined responded to 688 calls.

While a hybrid "Career/Paid-on-Call" Fire Department may be less expensive to operate, it comes with its own set of issues. Nationally, and in the State of Wisconsin, it has become increasingly difficult to recruit and retain dedicated members as paid-on-call firefighters. The training required by the State of Wisconsin and the time commitment to maintain that level of training makes it difficult for most people to take on the responsibility. The requirement to remain in close proximity to a fire station can prove to be impossible in today's mobile society. In addition, more and more employers are becoming less than willing to allow employees to leave their primary jobs to respond to fire calls at a moment's notice.

While a hybrid department may save money, it comes at the cost of longer response times, and the inability to place 15 firefighters on scene within 8 minutes of the time of call. Response times are vital to survival rates on emergency medical calls. The ability to extinguish a fire in its earliest stage before it can spread to the entire structure or adjacent buildings saves lives and property. Having 15 firefighters on scene in less than 8 minutes allows the Sheboygan Fire Department to operate in a very aggressive offensive firefighting approach. This means getting inside the building to extinguish the fire while it is still manageable. This saves lives, property, tax base, and jobs. It has been shown that when a home or business burns down it is rarely rebuilt, leaving a hole in the community. With longer response times a switch to a more defensive approach to fire tactics would need to be initiated in many instances. This means protecting exposures, with a greater amount of damage and loss of property in the initial involved structure.

Sheboygan Fire Department Annual Report | 2012

18. Why do some cities comparable in size to Sheboygan have fewer fire stations?

Many comparisons have been made in the past regarding staffing levels and number of stations. The City of Sheboygan is long and narrow rather than square or circular in its shape. Where three or four strategically placed stations might only be needed in a city whose shape is somewhat square or circular, 5 stations are needed to sufficiently cover the City of Sheboygan and also maintain the desired 3.5 to 4 minute response times. In addition, Sheboygan is unable to take advantage of "Automatic Aid" responding from its surrounding borders. Automatic aid enables the fire department to be supplemented by the surrounding cities career departments. These surrounding departments are dispatched at the same time as the host department and respond immediately with on-duty career personnel. On the contrary, Sheboygan is the only "city" in the area, surrounded by small towns and villages with all volunteer departments. These departments do not have personnel, ready to respond, at their stations. Therefore, they are unable to supplement Sheboygan Fire in their immediate response. They will eventually be able to assist, but it usually takes approximately 20 minutes for them to arrive. By that time, the initial fire attack has been completed.

Other factors that need to be considered when comparing station and staffing numbers include: How many fire apparatus are housed in each station? How many firefighters are assigned to and respond with each fire apparatus? Not including ambulances, Sheboygan currently has 1 fire apparatus responding from each of its 5 strategically placed stations. "Comparable" cities may have 2 or more fire apparatus responding from fewer stations. Also, a majority of the time Sheboygan Fire has 2 firefighters responding on a fire apparatus. In many cases, "comparable" cities will have 3 or 4 firefighters responding on a fire apparatus. So, when comparisons are made between cities with similar populations, all of these factors must be included for the comparison to be accurate.

19. Why does it take more than one firefighter to conduct a fire inspection?

The City of Sheboygan firefighters are ready to immediately respond to an incident 24/7. This requires them to remain close to their assigned apparatus at all times. Therefore, when performing fire inspections, they must take their assigned apparatus with them. You will notice that they are never too far away from their apparatus in anticipation of an immediate response. Depending on the particulars of a given property being inspected, the firefighters will either split up and do separate properties, or inspect a building together.

20. Does the City pay for or provide meals for on duty firefighters?

No. Firefighters each bring to work enough food for their 24 hour shift. There are kitchens in the fire stations for the firefighters to prepare their meals. On occasion a "shift" will chip in and prepare a meal together. This occurs most frequently on Holidays. With today's busy schedules, microwave and delivery meals are very prevalent in the stations. Firefighters also pay for their own TV's, newspapers, and cable in the stations.

II

R. O. No. _____ - 12 - 13. By REDEVELOPMENT AUTHORITY. February 18, 2013.

Your Authority to whom was referred Res. No. 140-12-13 by Alderperson Hammond related to submitting a grant application to the Wisconsin Department of Natural Resources Ready for Reuse Grant Program; recommends amending the document to state that the Chairperson and Interim Executive Director will act on behalf of the Redevelopment Authority as authorized representatives and passing the attached Substitute Resolution.

Development Manager

III

Subs. of Res. No. 140 - 12 - 13 . By Alderperson Hammond.
February 18, 2013.

A RESOLUTION authorizing the submittal of a grant application for the former Kingsbury Brewery Property located at 739 North Water Street by the Redevelopment Authority and the subsequent appropriation of the City of Sheboygan funds for a Wisconsin Ready for Reuse Grant.

WHEREAS, the City of Sheboygan recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and

WHEREAS, in this action the City of Sheboygan Common Council has declared its intent to complete the Ready for Reuse Grant activities described in the application if awarded funds; and

WHEREAS, the City of Sheboygan will maintain records documenting all expenditures made during the Ready for Reused Grant period; and

WHEREAS, the City of Sheboygan will allow employees from the Department of Natural Resources access to inspect the grant site or facility and grant records; and

WHEREAS, the City of Sheboygan will submit a final report to the Department which will accompany the final payment request.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan Common Council request funds and assistance from the Wisconsin Department of Natural Resources under the Ready for Reuse Program and will comply with the state rules for the program, and *Chairperson and Interim Executive Director* to act on behalf of the Redevelopment Authority as authorized representatives.

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

5.8

Res. No. 140 - 12 - 13 . By Alderperson Hammond. February 4, 2013.

A RESOLUTION authorizing the submittal of a grant application for the former Kingsbury Brewery Property located at 739 North Water Street by the Redevelopment Authority and the subsequent appropriation of the City of Sheboygan funds for a Wisconsin Ready for Reuse Grant.

WHEREAS, the City of Sheboygan recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and

WHEREAS, in this action the City of Sheboygan Common Council has declared its intent to complete the Ready for Reuse Grant activities described in the application if awarded funds; and

WHEREAS, the City of Sheboygan will maintain records documenting all expenditures made during the Ready for Reused Grant period; and

WHEREAS, the City of Sheboygan will allow employees from the Department of Natural Resources access to inspect the grant site or facility and grant records; and

WHEREAS, the City of Sheboygan will submit a final report to the Department which will accompany the final payment request.

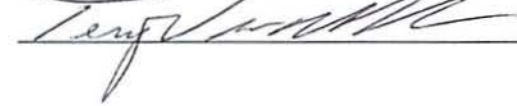
NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan Common Council request funds and assistance from the Wisconsin Department of Natural Resources under the Ready for Reuse Program and will comply with the state rules for the program, and Mayor and City Clerk to act on behalf of the Redevelopment Authority as authorized representatives.

Red Auth



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

11



111

111

V

R. C. No. _____ - 12 - 13. By WHOLE. February 18, 2013.

Your Committee to whom was referred Com. No. 12-12-13 from Alderperson Donohue presenting a proposal for Job Responsibilities for the Mayor of Sheboygan; recommends that the document be placed on file.

_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

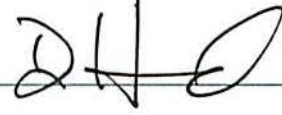
I

3.1

Com. No. 12 - 12 - 13. November 19, 2012.

Submitting a communication from Alderperson Donohue presenting a proposal for Job Responsibilities for the Mayor of Sheboygan.

Presented to the Common Council by Alderperson



~~C. W.~~
File.

PROPOSAL
Job Responsibilities for Mayor of Sheboygan

Background:

The Mayor of Sheboygan is an elected four year position. Prior to October 2011, the Mayor functioned as the city's chief administrative officer (CAO). While the concept of a professional chief administrative officer who would be responsible for the day to day operation of the city, presumably beyond political influence, had been discussed at length for a number of years, the political turmoil caused by Mayor Bob Ryan's conduct, and subsequent removal proceedings and a recall election moved the discussion forward. The position of chief administrative officer was created by the Common Council on October 3, 2011. Jim Amodeo, the head of the city's finance department, was appointed to the position. His term expires August 22, 2015.

A job description for the chief administrator's position was also passed by the Council on October 3, 2011. Modifications to the CAO's job description which seek to clarify the reporting relationship among the CAO, the Common Council and the Mayor have been referred to the Strategic Fiscal Planning Committee.

Since Mayor Van Akkeren has taken office, important questions have arisen about the Mayor's role and job duties and responsibilities, particularly as relates to the chief administrative officer's duties. Understanding that resolution of these questions is vital to the smooth and efficient operation of city government, the following suggested duties and responsibilities for the Mayor is an important first step in clarifying the respective roles of the Mayor and the CAO. This will make City government more focused, organized and responsive to the significant challenges facing the City of Sheboygan.

MAYOR'S JOB DUTIES AND RESPONSIBILITIES

The Mayor of Sheboygan is elected by city residents to a four year term. It is a full time position whose hours will typically extend beyond a normal forty-hour per week, Monday through Friday schedule. By statute, the Mayor is the City's chief executive officer with administrative responsibility which is shared with elected and administrative officers, various boards and commissions and independent appointed officials regarding the city's business.

The Mayor is also the face of city government to those living, visiting, doing business or relocating to Sheboygan.

Essential Duties and Responsibilities:

1. The Mayor is a member of the Common Council, presides at its meetings and may vote on business before the Council in the event of a tie vote. The mayor may veto actions of the Common Council.
2. The Mayor has a statutory duty to take care that city ordinances and state laws are observed and enforced and that all city officers and employees discharge their duties. Wis. Stat. § 62.09 (8)(a).

3. The Mayor provides input and cooperates with the chief administrative officer, department heads and alderpersons in developing the city's annual budget.
4. While the CAO is responsible for the supervision and work performance of department heads, the Mayor may provide observations and feedback about such work performance at the request of the CAO.
5. The Mayor makes all required and necessary appointments to special and standing committees of the Council and all other boards and commissions as required by statute. To the extent allowed by statute, the Mayor may serve on boards and commissions as needed.
6. The Mayor provides input and cooperates with the chief administrative officer, department heads and alderpersons to develop and implement short and long term strategic plans for the City.
7. The Mayor responds to citizen inquiries and complaints as needed.
8. The Mayor, working cooperatively with the Planning and Development Department as well as other local, regional, and state economic development organizations, to represent the best economic interests of the City, with respect to location and relocation of businesses within the City, job development and any other economic development issues. The Mayor actively participates in the work of all departments and organizations to improve the City's economic status.
9. The Mayor is the voice of city government with respect to legislative matters at a regional and state level, including but not limited to testifying as needed at the state level, and working in a cooperative manner with other local units of government.
10. The Mayor is the City's "good will ambassador" and the face of city government. The Mayor spends significant time meeting with concerned citizens, participating in social activities (e.g. parades, festivals, events and ceremonies), working with organizations such as the Sheboygan County Chamber of Commerce and the Sheboygan County Economic Development Corporation to the extent that such participation enhances the visibility and economic wellbeing of the City.
11. The Mayor delivers an annual "State of the City" address to the Common Council at its first regular meeting of each session. The Mayor's vision for the City is a key element of the address and sets out the hopes and expectations for the Mayor, the Common Council and all elements of City government.

IV

R. C. No. - 12 - 13. By PUBLIC PROTECTION AND SAFETY. February 18, 2013.

Your Committee to whom was referred Com. No. 13-12-13 from Eric Bollar being an article from the Sheboygan Press entitled, "First commitment: Number of first responders dwindling in county communities"; 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

I

3.1

Com. No. 13 - 12 - 13. February 4, 2013.

Submitting a communication from Eric Bollar being an article from the Sheboygan Press entitled, "First commitment: Number of first responders dwindling in county communities."

Presented to the Common Council by Alderperson James A. Bohren.
Bohren

and
[Signature]
Heidemann

PPS
file

Richards, Sue

From: Alderperson Jim Bohren *& Heidemann*
Sent: Monday, January 21, 2013 12:46 PM
To: Eric Bollar
Cc: Richards, Sue; Schroeder, Linda; Alderperson Joseph Heidemann
Subject: RE: Council document

Mr. Bollar -

Thank you for contacting me. This is to late for the Council meeting tonight but I will ask the City Clerk to submit it for the 2/4 Council meeting.

Alderman Jim Bohren

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.395.2230

jim.bohren@ci.sheboygan.wi.us

2012 - 2013 Committee Assignments

Chairman, Committee of the Whole

Vice Chairman, Public Works Committee

From: Eric Bollar [sfdmed@gmail.com]
Sent: Monday, January 21, 2013 7:27 AM
To: Alderperson Jim Bohren; Alderperson Joseph Heidemann
Subject: Council document

Alderman

I live at 2331 S 10th st in sheboygan. I am writing that to have you submit this article as a document to council for today. Thank you.

[Http://m.sheboygan-press.com/news/article?a=2013301120242&f=583&ref=search](http://m.sheboygan-press.com/news/article?a=2013301120242&f=583&ref=search)

Eric Bollar

sheboyganpress.com



First commitment: Number of first responders dwindling in county communities

By Janet Ortegon jortegon@sheboyganpress.com
January 11, 2013



Responder recruit James Beaubien, left, looks around the Town of Sheboygan fire station Wednesday while first responder Joe Lamb checks the oil during a regular truck check at the Town of Sheboygan Fire hall. Beaubien saw an ad that the department put out seeking first responders. - Photo by Gary C. Klein/Sheboygan Press Media

Last July 4, James Beaubien brought a man back to life.

The newly certified emergency medical technician, who lived then in Newberry, Mich., was on call that day when he received an emergency call for a man who'd had a heart attack.

Cutting through the holiday parade lineup to reach the scene, Beaubien said the paramedics were already there when he arrived.

"He was non-responsive when we got there," said Beaubien, who worked on the man in the ambulance on the way to the hospital. "We got two blocks away from the hospital and his rhythm came back. We did end up bringing the guy back before we got him to the hospital."

Beaubien, 19, now lives in the Town of Sheboygan and is attending Lakeshore Technical College to get certified as a firefighter and a paramedic.

In the meantime, he's joined the Town of Sheboygan First Responders and other first responder units in Sheboygan County are hoping more people will follow his lead.

'The worst we've ever had it'

Several of the 15 first responder units in Sheboygan are facing serious shortages in personnel, forcing them to scale back and prompting some of them to work together to attract new recruits.

"We are really, really low on numbers," said Erin Lamb, a volunteer firefighter and first responder in the Town of Sheboygan. "We have a couple of people that cover weekends, sometimes we don't even have

people that go during the day. If Grandma falls down on the way to get the mail, if it happens at certain times, we may not have anybody to go and help."

First responders are generally volunteers who respond first to emergencies and provide care, communicate with paramedics and help treat patients.

They aren't required, but in areas that are far from ambulance bays, they provide immediate care during the lag time before the ambulance arrives.

According to information from the Wisconsin EMS Association, the shortage being felt in Sheboygan County isn't happening everywhere.

There are about 4,500 first responders and 200 first responder agencies throughout the state, and the number has been consistent for the past 15 years.

"I think it's a cultural society change," said Lamb, 32, who is also a first-grade teacher at Lincoln-Erdman Elementary School in Sheboygan. "Where it used to be, 'What can I do?' families are a lot more busy than they used to be. There are a lot of responsibilities on families and they don't have time for another obligation."

Lamb was the driving force behind a recent newspaper ad in The Sheboygan Press purchased by first responder units from the Town of Sheboygan, the Town of Wilson, Glenbeulah, Elkhart Lake and Cascade seeking new recruits.

"This is the worst we've ever had it," she said. "When we started, we had people left and right who wanted to join. ... We just don't have that anymore."

Sharing the responsibility

Dr. Suzanne Martens, an emergency room physician at St. Nicholas Hospital, is the county's EMS medical director for the first responder units. The City of Sheboygan Fire Department first responder unit has its own director.

Martens said first responder units reflect a community's commitment to take care of one another and a shortage leaves a serious gap in care.

"People who move here think it's nice to live in this area ... they're also under the impression when they pick up the phone someone's going to arrive and take care of them," she said. "They've lived in the city somewhere else and assume this happens everywhere. If the community doesn't supply emergency response, nobody else is going to do it. It's not a legal requirement."

Martens said that most first responder calls are for non-life threatening situations and the minutes spent waiting for help aren't crucial.

For cardiac arrests, heavy bleeding or a person not breathing, however, every second counts.

"The information we have is on cardiac arrest and your rate of dying goes up 10 percent per minute," Martens said. "When you need emergency help, you need it now. You need to find people in your community willing to share this responsibility or don't expect it to be there."

First on the scene

In the Town of Wilson, the first responders are seeing their call volume edging up each year and the number of first responders falling.

Their goal, said Service Director Nancy DesJardins, is to get emergency help to the scene within minutes of the call coming in. Once there, first responders can do CPR or give whatever care is needed, they can

advise the approaching ambulance crews on how to find the location, deal with family members and provide needed help.

"They leave from their homes, usually in their own vehicles, and they arrive on scene within about five minutes," DesJardins said. "Cardiac arrest and cardiac resuscitation drops dramatically in success rate after four to six minutes. If you have an ambulance that arrives 10, 11, 12, 16 minutes later, you virtually wipe out your chances."

Mike Mooney has been a Glenbeulah firefighter since 1975 and a first responder since the mid-1980s. Now fire chief and head of the first responder unit, he's worried.

The unit has seven members right now, and one person is poised to retire, leaving six. Ideally, Mooney, said the unit needs 10.

"Through attrition, we're down to these numbers and it's really been hard lately to recruit more people," said Mooney, 55. "Fortunately we have not missed a call due to the shortage of numbers. We've just gotten lucky, I think, at times."

Being on call

Weekdays are always the toughest time to staff because in order to be on call, the first responders have to stay in the coverage area for the entire six-hour shift and they have to be able to respond immediately.

In Cascade, 15 people handle the call volume when really 20 are needed, said first responder Captain Darrel Kasuboski.

In their case, however, two first responders are village employees who can leave their jobs for emergencies so they always staff the daytime call time.

"Without those two guys we wouldn't have daytime people," Kasuboski said. "We are very, very fortunate in our village."

In Elkhart Lake, the Elkhart Lake Police Department sends additional first responders to a scene if the village's first responder unit doesn't have enough staff, said former Captain Rob Schmidt, 29.

Though Schmidt said service to the community isn't in jeopardy, the unit is looking to add as many as nine people to its 16-member crew.

In Cascade, the unit needs at least five more.

"I don't want to say we're desperate, but we're always looking," Kasuboski said. "We're all getting older and we're not getting any younger people. You've got to realize, some of the stuff we see, eventually it kind of gets to you. Obviously, we don't all stay young. We'd like to."

Offering incentives

To become a first responder, recruits have to attend classes that are offered at 30 training centers in Wisconsin, including Lakeshore Technical College.

In order to attract promising recruits, local first responder units typically reimburse the cost of those classes after the new person has been with the unit for a certain period of time.

In Glenbeulah, new first responders get half their money reimbursed after a year and the total amount after two years; in Cascade, half gets paid back after six months and the rest after a year.

The Town of Wilson has also taken to giving a stipend of \$3 per shift for first responders on call.

"Recruitment is always under discussion," DesJardins said.

'We really depend on them'

When an ambulance arrives at the scene of an emergency, very often first responders are already there.

"It gives us a heads up on what we're coming into so we can plan accordingly," said Gerry Isbell, executive director of Orange Cross Ambulance Service. "A lot of times they know the families, they know the situation. ... We really depend on them."

Mooney, of the Glenbeulah First Responders, said he hopes the idea of helping others and pitching in when they're needed will start to appeal to people again.

"I enjoy it," he said. "The scenes aren't always the best but you get some satisfaction out of doing it and helping other people. Now with being so short-handed it gets the point, if you don't do it, who will?"

-- Reach Janet Ortegon at 920-453-5121.

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VI

R. C. No. _____ - 12 - 13. By FINANCE. February 18, 2013.

Your Committee to whom was referred R. O. No. 262-12-13 by the City Clerk submitting a claim for excessive assessment from Siegel-Gallagher, tenant at 3347 Kohler Memorial Dr.; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

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

4.8

R. O. No. 262 - 12 - 13. By CITY CLERK. February 4, 2013.

Submitting a claim for excessive assessment from Siegel-Gallagher, tenant of parcel 59281-215850, 3347 Kohler Memorial Drive.

*Finance
deny*

Susan Richards

City Clerk

2.4

II

505

about 1/2 hour



CLAIM # 29-12

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 600
Madison, WI 53703

Telephone: 608-229-2200
Fax: 608-229-2100
Toll Free: 800-728-6239
reinhartlaw.com

January 24, 2013

JAN 28 '13 PM 4:14

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Sue Richards, Clerk
City of Sheboygan
828 Center Avenue, 2nd Floor
Sheboygan, WI 53081

Dear Clerk:

Re: Tax Parcel No. 59281-215850

Now comes Claimant, Siegel-Gallagher, tenant of parcel 59281-215850 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. §74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2012, plus statutory interest, with respect to the Property.

2. Claimant is the tenant on the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

4. The Property is located at 3347 Kohler Memorial Drive within the City, and is identified in the City records as Tax Parcel No.: 59281-215850.

SCANNED: ATTY'S OFFICE, JIM AMODEO, LEE GROSENICK, LAURIE SUHRKE

5. For 2012, property in the City was assessed at 108.67% of its fair market value as of January 1, 2012.

6. For 2012, property tax was imposed on property in the City at the rate of \$23.78 per \$1,000 for of the assessed value for Property.

7. For 2012, the City's assessor set the assessment of the Property at \$12,424,400.

8. Claimant appealed the 2012 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. The City's Board of Review heard the Claimant's objection and sustained the assessment on the merits at \$12,424,400.

10. Based on the assessment, the assessment ratio and tax rate described in paragraphs 5, 6 and 7, the City imposed tax on the Property in the amount of \$295,452.

11. Claimant is timely paying the property taxes imposed by the City on the Property for 2012, or the required installment thereof.

12. The fair market value of the Property as of January 1, 2012 was no higher than \$4,600,000.

13. Based on the assessment ratio of 108.67%, the correct assessment of the Property for 2012 is no higher than \$4,998,820.

14. Based on the tax rate of \$23.78 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2012 should be no higher than \$118,872.

15. The 2012 assessment of the Property, as set by the City's Board of Review was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2012 was excessive in at least the amount of \$176,580.

16. Claimant is entitled to a refund of 201 2 tax in the amount of \$176,580, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

17. The amount of this claim is \$176,580, plus interest thereon.

Sue Richards, Clerk
January 24, 2013
Page 3

Dated at Madison, Wisconsin, this 24th day of January, 2013.

Sincerely yours,

A handwritten signature in black ink that reads "Don Millis". The signature is written in a cursive style with a large, prominent initial "D".

Don M. Millis
Agent for Claimant

9399275

VI

R. C. No. _____ - 12 - 13. By FINANCE. February 18, 2013.

Your Committee to whom was referred R. O. No. 261-12-13 by the City Clerk submitting a claim from Mark and Mary Graves for alleged damages to their home when they had a sewer backup into their basement; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

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

4.7

R. O. No. 261 - 12 - 13. By CITY CLERK. February 4, 2013.

Submitting a claim from Mark and Mary Graves for alleged damages to their home when they had a sewer backup into their basement.

Inmate

deny

Susan Richards

City Clerk

17

II

189

Handwritten text, possibly a signature or name, appearing as "Handwritten text" in reverse.

DATE RECEIVED 1-28-13

RECEIVED BY RS Schneider

CLAIM NO. 30-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Mark; Mary Graves
- 2. Home address of Claimant: 1516 Eisner Avenue, Sheboygan 53083
- 3. Home phone number: 920-208-8588
- 4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) Friday, Jan. 18, 2013

6. Where did damage or injury occur? (give full description) Basement of our home - 1/2 of our basement was affected

7. How did damage or injury occur? (give full description) City of Sheboygan was working on Eisner Avenue and we and our neighbors had sewer backup in our basement as a result.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: _____

(b) Claimant's statement of the basis of such liability: City workers acknowledged that what they were doing was in fact the reason for the backup in our basement.

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

(a) Public property alleged to be dangerous: N/A

(b) Claimant's statement of basis for such liability: N/A

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

No injuries. Property loss = carpet and pad, area rug and 6 hrs. of time to remove these items and bleach the basement floor.

11. Name and address of any other person injured: *Carpet = 330.00 (12x25) *Pad = 200.00 (12x25) *Area Rug = 20.00 (6x9) 6 hrs. of time = 120.00

12. Damage estimate: (You are not bound by the amounts provided here.) Auto: \$ N/A Property: \$ 550.00 Personal injury: \$ N/A Other: (Specify below) \$ 6 hrs. of work @ \$20/hr = 120.00 TOTAL \$ 670.00 \$ 670.00 total

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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

*Purchased carpet & pad at Menards 4 years ago. (12x25) (12x25)

*Purchased area rug at Walmart 6 years ago. (6x9)

SIGNATURE OF CLAIMANT Mary Graves DATE 1-24-13 BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED 1-28-13

RECEIVED BY L.S. Schroeder

CLAIM NO. 30-12

CLAIM

Claimant's Name: Mark & Mary Graves
Claimant's Address: 1516 Eisner Ave
Sheboygan, WI 53083
Claimant's Phone No. 920-208-8588

Auto \$ N/A
Property \$ 550.00
Personal Injury \$ N/A
Other (Specify below) \$ 120.00 for
6 hrs. of work
TOTAL \$ 670.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 670.00.

SIGNED Mary Graves DATE: 1-24-13

ADDRESS: 1516 Eisner Avenue, Sheboygan, WI 53083

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

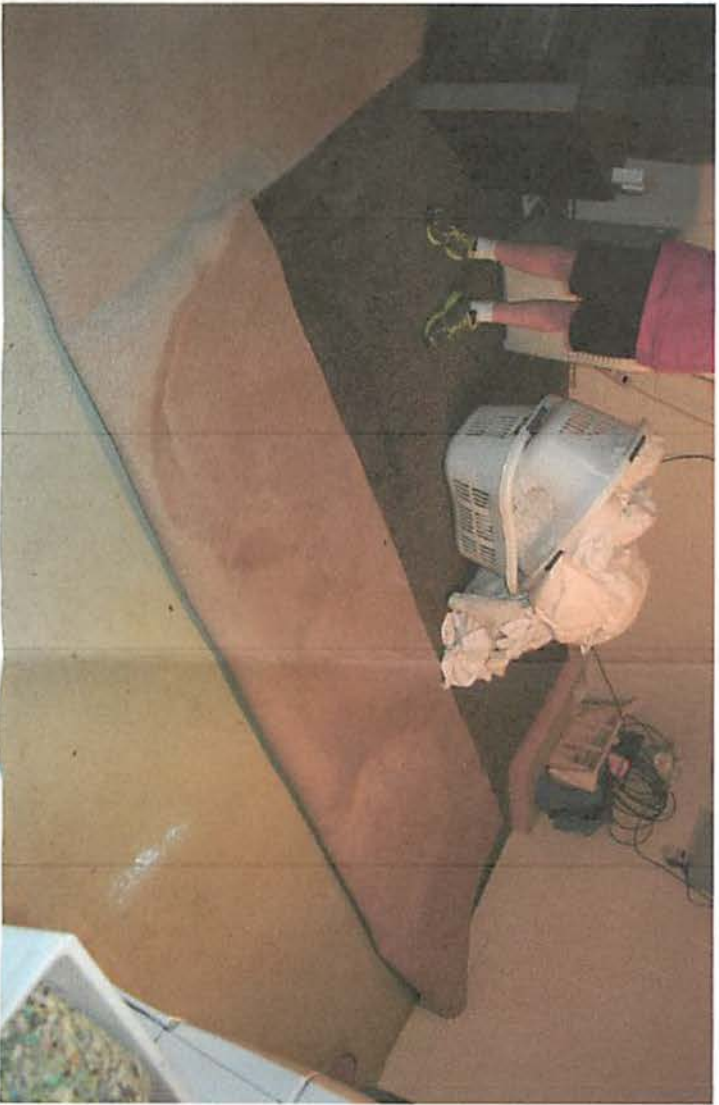
GRAVES 1516 Fishers Ave 1-18-13



GRAVES

1516 Bismar Ave

1-18-13



GRAVES

1516 Fisher Ave.

1-18-13



VII

R. C. No. _____ - 12 - 13. By FINANCE. February 18, 2013.

Your Committee to whom was referred R. O. No. 260-12-13 by the City Clerk submitting a Summons and Complaint Small Claims in the matter of Sheboygan Trades & Labor Hall Association vs. City of Sheboygan; 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

II

4.6

R. O. No. 260- 12 - 13. By CITY CLERK. February 4, 2013.

Submitting a Summons and Complaint Small Claims in the matter of Sheboygan Trades & Labor Hall Association vs. City of Sheboygan.

Susan Richards
City Clerk

Invoice
file

10/1

II

0-6

10/1

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

For Official Use

Plaintiff: (Name [first, middle, last], Address, City, State, Zip)

Sheboygan Trades & Labor Hall Association
1104 Wisconsin Ave.
Sheboygan WI, 53081

See attached for additional plaintiffs

Hon. James Bolger

Amended

-vs-

To: Defendant(s) : (Name [first, middle, last], Address, City, State, Zip)

City of Sheboygan
828 Center Ave.
Suite 100
Sheboygan WI, 53081

See attached for additional defendants

**Summons and Complaint
Small Claims**

Case No. 12SC3282

- Claim for money (\$10,000 or less) 31001
- Return of property (replevin) 31003
- Eviction 31004
- Eviction due to foreclosure 31002
- Arbitration award 31006
- Return of earnest money 31008
- Tort/Personal injury (\$5,000 or less) 31010

If you require reasonable accommodations due to a disability to participate in the court process, please call _____ at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):

You are being sued as described below. If you wish to dispute this matter:

- You must appear at the time and place stated.
- AND/OR** (Clerk will circle one)
- You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date <u>JAN 21 2013</u>	Time <u>8:30am</u>
Place to Appear/File an Answer	
COURT COMMISSIONER B-10 LOWER LEVEL 615 N. SIXTH STREET SHEBOYGAN, WI 53081	
Date Summons Issued <u>DEC 28 2012</u>	Date Summons Mailed <u>DEC 28 2012</u>

Clerk/Attorney Signature

[Handwritten Signature]

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

1. Plaintiff demands judgment for: (Check as appropriate)

- Claim for Money \$ _____
- Return of Earnest Money Eviction
- Return of property (replevin) (Describe property in 2 below.)
(Not to include Wis. Stats. 425.205 actions to recover collateral.)
- Tort/Personal injury \$ 5000
- Eviction due to foreclosure
- Confirmation, vacation, modification, or correction of arbitration award.

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts: (If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

On April 3, 2012 a blockage in an inadequately maintained City sewer pipe caused a backup of sewage into the labor hall flooding the lowest level and causing damage to the building which had to be repaired at the expense of the plaintiff.

See attached for additional information. Provide copy of attachments for court and defendant(s).

Verification: Under oath, I state that the above complaint is true, except as those matters stated upon information and belief, and as to those matters, I believe them to be true.

I am: plaintiff. attorney for the plaintiff.

State of Wisconsin
 County of Milwaukee
 Subscribed and sworn to before me on 1/3/2012
Catherine Perez
 Notary Public/Court Officer
 Catherine Perez
 Name Printed or Typed
 My commission/term expires 1/15

Signature of Plaintiff or Attorney <u>Andrew Smith</u>	Date <u>12/20/12</u>	Attorney's State Bar Number <u>1081408</u>
Plaintiff's/Attorney's Telephone Number <u>414/223-0419</u>	Law Firm and Address <u>The Previant Law Firm. S.C.</u> <u>1555 N. RiverCenter Drive</u> <u>Suite 202</u> <u>Milwaukee WI, 53212</u>	

SHEBOYGAN COUNTY
 CLERK
 FILED
 12 DEC 28 AM 8:30

A City worker removed the blockage from the City sewer. The City worker then told the Plaintiff that the blockage was the fault of the City and that the Plaintiff should file a claim against the City.

PRINT in BLACK ink

Enter the name of the county in which you are filing this case.

STATE OF WISCONSIN, CIRCUIT COURT,
_____ COUNTY

For Official Use

Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.

Plaintiff(s):

First name Middle name Last name

Address

Address

City State Zip

See attached for additional plaintiffs.

-VS-

Answer and Counterclaim Small Claims

Case No. 12 3282

Enter the Plaintiff's address.

If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.

Enter the case number from the summons and complaint.

Enter your name. You are the Defendant.

Defendant(s):

First name Middle name Last name

Address

Address

City State Zip

See attached for additional defendants.

Enter your address.

If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.

ANSWER

I am the defendant (or an authorized representative of the defendant):

1. This matter **IS NOT** contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law.

-OR-

2. This matter **IS** contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows:

See attached for additional information.

Check 1 or 2.

Check 1 if you do not dispute the plaintiff's claim.

Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.

Check the box if you need more room and attach any additional pages.

IV

R. C. No. _____ - 12 - 13. By FINANCE. February 18, 2013.

Your Committee to whom was referred R. O. No. 259-12-13 by the City Clerk submitting a communication from the Harbor Centre BID requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal 2013; recommends that the document be accepted and placed on file and to approve the request.

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

4.5

R. O. No. 259 - 12 - 13. By CITY CLERK. February 4, 2013.

Submitting a communication from the Harbor Centre BID requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal 2013.

*Finance
approve.*

Susan Richards

City Clerk



JAN 28 '13 PM 3:54

January 30, 2013

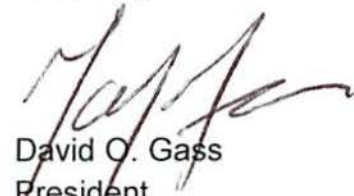
Common Council
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Common Council,

The Harbor Centre Business Improvement District requests that the City of Sheboygan release all funds collected in our behalf and those funds allocated to us for fiscal 2013.

Thank you for your help in this matter.

Sincerely,



David O. Gass
President



Dave Hoffman
Manager

IV

R. C. No. _____ - 12 - 13. By FINANCE. February 18, 2013.

Your Committee to whom was referred R. O. No. 258-12-13 by the City Clerk submitting a communication from the American Planning Association Wisconsin Chapter requesting the use of the City's free days to hold their annual conference in Sheboygan at Blue Harbor Resort on June 13 and 14, 2013; recommends that the document be accepted and placed on file and to approve the request.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.4

R. O. No. 258 - 12 - 13. By CITY CLERK. February 4, 2013.

Submitting a communication from the American Planning Association Wisconsin Chapter requesting the use of the City's free days to hold their annual conference in Sheboygan at Blue Harbor Resort on June 13 and 14, 2013.

Inmate
As a file
& approve

Susan Richards

City Clerk

11. 11



506

Handwritten text, possibly a signature or name, located in the lower left quadrant of the page. The text is faint and difficult to decipher, but appears to be written in a cursive or semi-cursive style.

JAN 9 '13 4:10:11



American Planning
Association
Wisconsin Chapter

Lawrence T. Ward, Jr. AICP
l.ward@swwrpc.org
608.342.1713

January 7, 2013

Steve Sokolowski
Manager of Planning and Zoning
City of Sheboygan Department of City Development
828 Center Avenue, Suite 104
Sheboygan, WI 53081

Dear Steve,

The American Planning Association – Wisconsin Chapter is holding their annual conference in Sheboygan at the Blue Harbor Resort on June 13 and 14, 2013.

The theme of the conference this year is **Planning for Healthy Communities**. We will be talking about integrating community health issues into local and regional planning practices.

We will include some of the following topics:

- Making food part of the comprehensive plan
- Fitting physical activity into community planning
- Planning for respiratory health and air quality
- Ensuring water quality through comprehensive plans
- Collecting baseline health data and environmental audits
- Using Health Impact Assessments effectively
- Building relationships with public health agencies, developers, community-based organizations, and residents

The conference will attract about 300 planners, plan commission members, public officials and interested citizens from across Wisconsin and the upper Midwest.

I am writing today to request the use of City free days available at the conference center for the 2013 Conference. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink that reads 'Lawrence T. Ward'.

Larry Ward
President
APA-Wisconsin Chapter

Association
of
Business
Professionals

Association of Business Professionals
1234 Main Street, Suite 500
New York, NY 10001

Association of Business Professionals
1234 Main Street, Suite 500
New York, NY 10001

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New York, NY 10001

Association of Business Professionals
1234 Main Street, Suite 500
New York, NY 10001

Association of Business Professionals
1234 Main Street, Suite 500
New York, NY 10001

Association of Business Professionals
1234 Main Street, Suite 500
New York, NY 10001

IV

R. C. No. _____ - 12 - 13. By FINANCE. February 18, 2013.

Your Committee to whom was referred R. O. No. 257-12-13 by the City Clerk submitting a claim from Leon Kogler for alleged damages to his home when the sewer backed up due to the City main being clogged; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

_____ 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

4.3

R. O. No. 257-12-13. By CITY CLERK. February 4, 2013.

Submitting a claim from Leon Kogler for alleged damages to his home when the sewer backed up due to the City main being clogged.

*Inmate
deny*

Susan Richards

City Clerk

54

II

120

Cherry & Cassia

DATE RECEIVED 1-11-13

RECEIVED BY LS Schroeder

CLAIM NO. 25-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY 3 AM 11:29

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JAN 11 '13 AM 11:29

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: LEON KOGLER
2. Home address of Claimant: 1417 HUMBOLDT AVE
3. Home phone number: 920-458-2287
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 1/9/2013 9:00 A.M
6. Where did damage or injury occur? (give full description) BASEMENT of HOME
7. How did damage or injury occur? (give full description) SEWER BACK UP
DUE TO CITY MAIN BEING CLOGGED. - CITY CREW
RESPONDED AND CLEARED MAIN.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: N/A
 - (b) Claimant's statement of the basis of such liability: N/A
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: N/A
 - (b) Claimant's statement of basis for such liability: N/A

CC: ATTY'S OFFICE JIM AMODEO, DAVE BIEBEL, LAURIE SUHRKE

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

N/A

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

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

Auto: \$ N/A

Property: \$ N/A

Personal injury: \$

Other: (Specify below) \$ ~~N/A~~ 110.⁰⁰
110.⁰⁰

Damaged vehicle (if applicable)

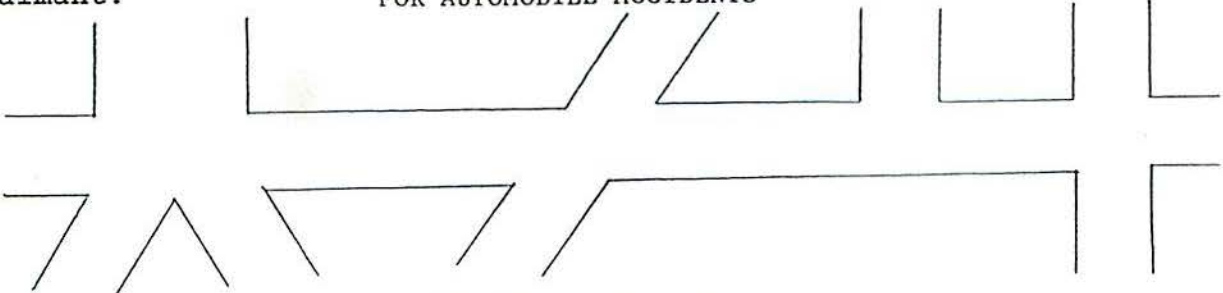
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

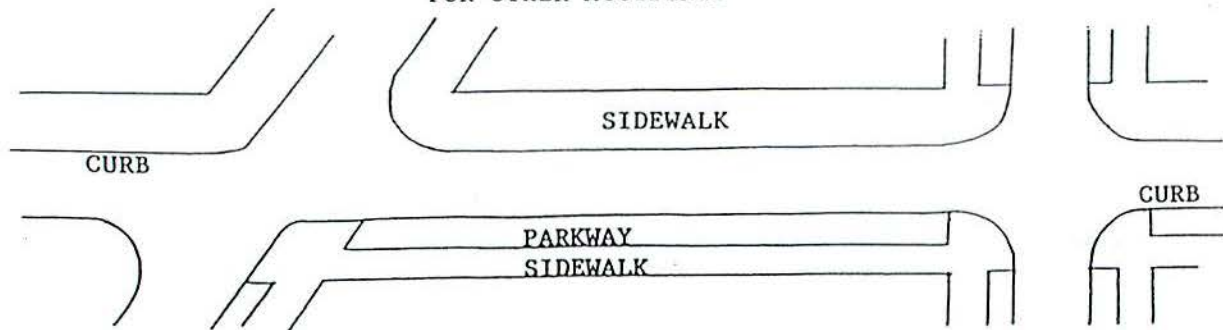
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT:

N/A

Date:

N/A

DATE RECEIVED 1-11-13

RECEIVED BY L.S. Schneider

CLAIM NO. 25-12

CLAIM

JAN 11 '13 AM 11:29

Claimant's Name: LEON KOGLER

Auto \$ N/A

Claimant's Address: 1417 HUMBOLDT AVE

Property \$ N/A

SHEBOYGAN, WI. 53081

Personal Injury \$ N/A

Claimant's Phone No. 458-2287

Other (Specify below) \$ 110.00

LABOR COST TO ROTO ROOTER

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 \$ 110.00.

SIGNED: Leon Fogler

DATE: 1/11/2013

ADDRESS: 1417 Humboldt Ave
SHEBOYGAN, WI. 53081

Roto-Rooter
5087 W Cty Rd EH
Elkhart Lake, WI 53020
920-893-0702

COPY
01/09/2013 13:53:03
Sale:

Transaction # 1
Card Type: Visa
Account: *****3425
Exp. Date: **/**
Entry: Swiped
Invoice # 170
Amount: 135.00
Auth. Code: 319000
Response: AP

CUSTOMER COPY

THANK YOU!
PLEASE COME AGAIN!

NOTE: 3 INCH EXPANDABLE
RETURNED

L. KOGLER



Laurie
Shinke
@
City Hall

W5087 County Road EH, Elkhart Lake, WI 53020
497-1983 893-0702
Brown, Calumet & Sheboygan Counties

		Date	1-9-13
Name	Leon Kogler		
Address	1417 Humbolt Ave Sbg 53081		
Phone No.	920-458-2287		
DESCRIPTION		AMOUNT	
Main Sewer line		110	
3 inch expandable		25	
City main sewer clogged - lifted manhole cover and full of water, customer is calling city to get fixed, problem was not in the house			
Ran out 100ft of cable, block was not in line of house			
pay credit card			
		TOTAL	135

ALL claims and returned goods MUST be accompanied by this bill.
\$100 fee if sent to collection

Thank You

Rec'd by

Leon Kogler

VI

R. C. No. _____ - 12 - 13. By FINANCE. February 18, 2013.

Your Committee to whom was referred R. O. No. 256-12-13 by the City Clerk submitting a claim for excessive assessment from Sheboygan Orthopaedic Associates; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.2

R. O. No. 256-12-13. By CITY CLERK. February 4, 2013.

Submitting a claim for excessive assessment from Sheboygan Orthopaedic Associates.

~~Invoice~~
deny -

Susan Richards
City Clerk

17. 11

III

Handwritten text, possibly a signature or date.

JAN 25 '13 HR 3:55

Sheboygan Orthopaedic ASSOCIATES



DONALD R. GORE, M.D.
D. SCOTT SELLINGER, M.D.
KEVIN J. GASSNER, M.D.
SCOTT T. GLAESER, M.D.
BRUCE A. VAN DOMMELEN, M.D.

January 24, 2013

City Clerk
City of Sheboygan
828 Center Avenue, Suite 100
Sheboygan, WI 53081

Dear City Clerk:

In accordance with Wisconsin Statute 74.35, I would like to make a claim against the taxation district and recover unlawful taxes.

In 2007 we entered a lease agreement for some equipment from TCF Finance. It was delivered and made operable in 2008. The lease specifies that TCF files the personal property tax return and pays the tax. We are responsible for reimbursing them and for following up on any disputes.

From the first year, TCF made a clerical error in the description of the property resulting in an error in the tax computation. A significant portion of the reported amount should be exempt [74.33(a) & (c)].

In addition the equipment was reported as physically present at Sheboygan Orthopaedic Associates on 1-1-08 which was not the case. It was not delivered until the end of March 2008 and operational the first week in April [74.33(b)].

Below is a summary of the amounts I am contesting:

Year	Amount Contested	Reason
2008	\$6872.64	Did not physically have this property on 1/1/08
2009	\$6059.46	Computer equipment was considered exempt – guidelines not published until 3/10
2010	\$5478.07	Computer equipment was considered exempt – guidelines not published until 3/10
2011	\$2764.96	Value of taxable equipment was \$141,773 times year 1 conversion factor *.925 times tax rate *.0159=\$2085.13 tax Taxed \$4850.09 – overpaid by \$2764.96
2012	\$2612.75	Value of taxable equipment was \$141,773 times year 2 conversion factor *.802 times tax rate *.0136 =\$1546.37 tax Taxed \$4159.12-overpaid by \$2612.75

City Clerk

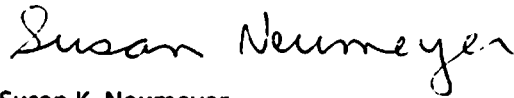
2

January 24, 2013

I am enclosing a copy of a letter written to City Assessor Lee Grosenick outlining the proper value as well as his response.

I look forward to your response.

Sincerely,



Susan K. Neumeyer
Administrator

Enclosures:

August 16, 2012 letter to Mr. Lee Grosenick
September 20, 2012 email from Mr. Lee Grosenick
November 30, 2012 Copy of TCF Lease

Our claim amount equals \$23,787.88 for tax years 2008-2012.

2008	\$6872.64
2009	\$6059.46
2010	\$5478.07
2011	\$2764.96
2012	\$2612.75

**Sheboygan Orthopaedic
ASSOCIATES**

August 16, 2012

copy

Mr. Lee Grosenick
City Assessor's Office
City of Sheboygan
828 Center Avenue, Suite 302
Sheboygan, WI 53081

Dear Mr. Grosenick,

Thank you for meeting with me on July 18 regarding the property tax exemption issue for our digital imaging equipment. I appreciate your offer to work with us regarding this matter. I've gathered some additional information that should help us come to an agreeable resolution. There are a number of issues here, so I'll address them one at a time.

TCF filed a personal property tax claim form on our behalf for 2008. As I understand it, 2008 taxes are for personal property tax on property in our possession on January 1, 2008. While we signed an agreement to lease equipment on November 30, 2007, the equipment was not delivered until March 25, 2008, and was not installed and operational until April 2, 2008 (see OfficePACS Project Plan). Therefore, the 2008 tax in the amount of \$6872.64 should not have been assessed.

Based on the information available in 2008, including the "Taxation Alert" by Michael, Best & Friedrich, Attorneys at Law, we did not believe our medical diagnostic equipment was subject to Wisconsin's personal property tax. In March of 2010, the "2010 Computer Exemption Guidelines for Assessors and Property Owners" was issued offering new information suggesting that "Medical Devices - X-ray Imaging that is not a computer and not connected to and operated by a computer was taxable". Based on the date of issuance of this guideline, I would anticipate it would become effective for the 2011 tax year. Therefore, we believe for tax years 2009 and 2010, our equipment was exempt.

A recent review of the City of LaCrosse v. Wisconsin Department of Revenue v. Gunderson Clinic, City of LaCrosse v. Wisconsin Department of Revenue, and Gunderson Clinic v. Wisconsin Department of Revenue Tax Appeals Commission report reinforced that Wisconsin Statute 70.11(30) exempts personal computers, servers, and electronic peripheral equipment but not equipment with embedded computerized components.

When we agreed to invest in this diagnostic imaging equipment for our patients, TCF's total invoice of \$329,690 came through Stryker Imaging Company. Stryker contracted with Swissray for the HDDR 3500 detector component. The invoice is for the OfficePAC System and HDDR Installation. Schedule A itemizes everything that was included, but it does not itemize each charge. You'll note that the \$329,690 price included a server, software licenses, CasePlan auto callibration adhesive strips (disposable supplies), installation, training, support, planning, shipping, and set-up of connections. None of these items are subject to personal property tax as I understand the statute, therefore, tax assessments were higher than they should have been.

I forwarded Schedule A of my lease to our Swissray engineer along with the definitions of the types of taxable and exempt digital diagnostic imaging equipment. In an attempt to get an unbiased opinion, I did not tell him why I was asking him to categorize the components. He addressed the questionable items under the heading "HDDR 3500 Right Version" by writing, *"The PC that sits on the floor in the control area would qualify as a computer. It runs Windows Vista and the applications that the techs interact with as they do the exams. There are two additional CPU's in the system. One is in the stand in the programmable logic controller that issues commands to the motors and keeps track of where the C-arm is. The second CPU is in the generator and controls all the things pertaining to the exposures. I would say these two would fall in the "embedded" category."* I would estimate that about 25% of the items that fall under "HDDR 3500 Right Version" are exempt.

Working from the total price of \$329,690, I attempted to determine what part of this amount was for the equipment from Swissray and what part was for all of the other exempt things itemized two paragraphs earlier in this letter. Swissray estimated that they would have charged us \$188,000 for an outright purchase of the "HDDR 3500 Right Version" and the table. However, Stryker was buying them in large volumes and installing them around the country in the mid to late 2000's. Another medical practice who made this same purchase in 2006 was charged \$190,000 for the Stryker portion leaving a cost of \$193,980 for the Swissray equipment. Based on the price another medical practice paid for their PACS system, I calculate the price of the Swissray equipment at \$185,109. The average of these three is \$189,030. for the price of the Swissray equipment. Based on the opinion of the Swissray engineer regarding their equipment, I would estimate the cost of the possibly taxable equipment as \$141,773.

While we note that you recently pointed out that we have missed our opportunity to challenge some of these tax years, please understand that we had been challenging TCF on these issues during this time. We were caught in the middle because we weren't the "owner" but our lease obligated us to pay what the finance company paid in taxes—right or wrong—and in this case mostly wrong.

As the representative of four long-time Sheboygan business owners who have always filed and paid an annual Personal Property Report in a timely fashion reporting all equipment owned by the Corporation, we respectfully ask that you give this some consideration.

Tax Year	Taxed	Consideration
2008	6872.64	Refund since no equipment was in place 1/1/08
2009	6059.46	Refund since guidelines suggesting part of diagnostic imaging may be taxable were published 3/10
2010	5478.07	Refund since guidelines suggesting part of diagnostic imaging may be taxable were published 3/10
2011	4850.09	Net value \$141,773 times year 1 conversion factor *.925 times tax rate *.0159 = \$2085.13 tax (overpaid \$2764.96)

I am enclosing copies of the documents referred to within this letter, and I sincerely appreciate your review of this matter. Please let me know if you have any questions. I look forward to your decision for the past four years as well as your guidance for the tax bill that will print in December.

Sincerely,

A handwritten signature in black ink that reads "Susan K. Neumeyer". The signature is written in a cursive style with a large, looped "y" at the end.

Susan K. Neumeyer
Administrator

Enc: OfficePACS Project Plan
Taxation Alert
2010 Computer Exemption Guidelines for Assessors and Property Owners
Gundersen Decision
Stryker Imaging Invoice
Schedule A of Stryker Invoice

From: "Grosenick, Lee" <LGrosenick@ci.sheboygan.wi.us>
To: "SNeumeyer@physhealthnet.com" <SNeumeyer@physhealthnet.com>
cc: "McLean, Steve" <smclean@ci.sheboygan.wi.us>

Date: Thursday, September 20, 2012 05:04PM
Subject: RE: tax exemption status - Sheboygan Orthopaedic Associates - TCF Equipment Finance

History: This message has been forwarded.

Hello Sue,

The additional information you mailed should be sufficient to change the 2013 assessment for the personal property account in question. However, the assessor cannot change any prior year assessments or offer any refunds. The taxpayer may file a claim of excessive assessment (for the 2012 tax year) to the City Clerk, by January 31st, provided the tax has been paid in full prior to filing the claim.

There have been no further interactions with TCF. I was informed by the City Attorney, Steve McLean, that he had been contacted by Sheboygan Orthopaedic's attorney.

Lee Grosenick

Lee Grosenick

Interim Assessor

City of Sheboygan

Ph: (920) 459-3388

From: SNeumeyer@physhealthnet.com [mailto:SNeumeyer@physhealthnet.com]
Sent: Wednesday, September 19, 2012 11:55 AM
To: Grosenick, Lee
Subject: RE: tax exemption status - Sheboygan Orthopaedic Associates - TCF Equipment Finance

FAIR MARKET VALUE LEASE AGREEMENT

CUSTOMER: Sheboygan Orthopaedic Associates, S.C.			
ADDRESS: 2920 Superior Avenue		COUNTY: Sheboygan	
CITY: Sheboygan		STATE: WI	ZIP: 53081
EQUIPMENT DESCRIPTION: SEE ATTACHED SCHEDULE A			
TOTAL # OF LEASE PMTS: 60	PAYMENTS: Payment \$6129.94 Tax \$306.50 Total \$6436.44	ADVANCES First: \$0 Last: \$0 Security Deposit: \$0	PURCHASE OPTION: FMV: <u>X</u> \$1.00: _____ Other: _____

TERMS AND CONDITIONS --READ CAREFULLY BEFORE SIGNING

- LEASE:** Customer leases from Lessor the equipment, fixtures, inventory, goods, and software (collectively, "Equipment"), as such terms are defined under the Uniform Commercial Code ("UCC"), described above upon the terms and conditions set forth herein. This Agreement shall not terminate until Customer has fulfilled all obligations hereunder. The parties intend this Agreement to be governed by Article 2A of the UCC. Pursuant to Article 2A, Customer is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Customer may contact the Equipment supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies.
- PAYMENTS:** Other than as set forth in a rider hereto, payments are due monthly, beginning the date designated by Lessor. Lessor may change the payment by not more than 10% in the event of price changes, changed order, etc. Security deposit is refundable provided all terms and conditions of this Agreement have been fulfilled. Security deposits may be commingled with payments and do not earn interest.
- EQUIPMENT ACCEPTANCE:** Customer's acceptance of the Equipment shall be conclusively and irrevocably evidenced by Customer signing this Agreement. Upon Lessor's acceptance of this Agreement, THIS AGREEMENT SHALL BE NON-CANCELABLE, and Customer's obligations hereunder shall not abate for any reason.
- DISCLAIMER OF WARRANTIES:** THE EQUIPMENT IS BEING LEASED IN "AS IS" CONDITION. CUSTOMER AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. No broker, equipment supplier, or other person (other than an employee of Lessor) is an agent of Lessor.
- GOVERNING LAW; LITIGATION:** This Agreement shall be interpreted and governed by the laws of the State of Iowa. BY SIGNING THIS AGREEMENT, CUSTOMER AGREES TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA AND CUSTOMER HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. Lessor at its sole discretion may enforce this Agreement in any state or federal court having lawful jurisdiction thereof.
- SECURITY AGREEMENT:** In the event this Agreement is determined to create a security interest and not a lease, Customer hereby grants Lessor a security interest in all Equipment financed by or leased from Lessor of any kind or nature whatsoever, wherever located, whether now owned or hereafter acquired, and all returns, repossessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof.
- APPOINTMENT OF ATTORNEY IN FACT:** Customer appoints Lessor as Customer's attorney-in-fact (1) to arrange for property damage coverage under a policy of insurance and to transmit Customer's premium payments to the insurer, (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of, and/or application of proceeds from any policy of insurance, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. Customer authorizes Lessor to make non-substantive changes hereto, including but not limited to Customer's legal name. These appointments and authorizations shall be continuous. Nothing in this paragraph or this Agreement shall relieve Customer of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries.
- NET LEASE/USE:** Customer agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Customer no longer can use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any set-off, counterclaim, defense, or other right which Customer may have against Lessor or any other person. Customer agrees that the Equipment will be used for business purposes only and such use shall be in compliance with all applicable laws. Customer shall maintain the Equipment in good repair and working order, at Customer's sole expense.
- TAXES:** Customer agrees to pay all taxes, fees, and governmental charges related to this Agreement and the Equipment, imposed during the term of this Agreement or at any time thereafter. If Lessor pays any of the above for Customer, Customer agrees to reimburse Lessor on demand, plus interest. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Agreement
- INDEMNITY:** Lessor is not responsible for any losses or injuries caused by the Equipment, and Customer agrees to indemnify Lessor with respect to all claims for losses imposed on, incurred by, or asserted against Lessor, including attorneys' fees and expenses plus interest, where such claims in any way relate to the Equipment, whether or not caused in whole or in part by the negligence of Lessor. Customer shall, if requested by Lessor, defend Lessor against any claims for losses or injuries caused by the Equipment, including but not limited to any claim arising out of strict liability in tort. This provision shall survive the termination or expiration of this Agreement.
- INSURANCE:** Customer shall insure the Equipment against loss for not less than its replacement cost, and shall carry public liability insurance, both personal injury and property damage. Customer shall name Lessor as an additional insured and as loss payee. If Customer fails to procure or maintain insurance, Lessor may obtain same and pay the amount due thereon, and Customer shall reimburse Lessor upon demand and, if required by Lessor, pay interest on such sums due and owing at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. With respect to any policy obtained by Lessor, Lessor may charge a monthly administrative fee. Any insurance proceeds received with respect to the Equipment will be applied, at the option of Lessor, to repair, restore, or replace the Equipment, or to pay Lessor amounts payable hereunder.

12. **LATE CHARGES:** If Customer is delinquent in paying any sum due, Customer shall pay a charge to offset collection expenses on such delinquent sum of \$25.00 or at a rate of up to 10% of the delinquent sum that is past due, whichever is greater, but in no event more than allowed by applicable law.
13. **DEFAULT:** Any of the following constitute default: (1) Customer fails to pay any sum due Lessor; (2) Customer fails to observe or perform any term of this Agreement; (3) Customer encumbers or disposes of the Equipment without Lessor's written consent; (4) The filing by or against Customer of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Customer's affairs, or Customer ceases doing business of going concern; (6) Any representation or warranty made by Customer in connection herewith proves to have been materially misleading; (7) Customer is in default under any other contract or agreement with Lessor.
14. **REMEDIES:** Upon an occurrence of default, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Customer the sum of all payments and other amounts then due and owing under this Agreement or any schedule hereto, plus (a) the present value of the sum of payments for the unexpired term of this Agreement, discounted at the rate of 6% per annum and (b) the anticipated value of the Equipment at the end of the initial term or applicable renewal term of this Agreement (but in no event less than 15% of the original Equipment cost), or (c) in lieu of (a) and/or (b) above, the accelerated balance of payments for the unexpired term of this Agreement; (2) Accelerate the payments of any other agreement with Customer in the same manner as set forth in clause (1) above; (3) Require Customer to return the Equipment at its own expense to any reasonable location Lessor designates; (4) Terminate this Agreement or any other agreement with Customer; (5) Collect from Customer all other amounts due and owing under this Agreement. (6) Charge interest on all sums due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; In addition, Lessor may use any other remedies available to it under applicable law. These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Agreement. Customer agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If appropriate in the circumstances, remedies will include those available under UCC Article 9.
15. **ASSIGNMENT:** Customer may not sublet, lend, assign, or pledge this Agreement, the Equipment, or any interest in either, or permit any lien or security interest thereon. Any and all of Lessor's interest and rights in the Equipment and under this Agreement may be assigned, pledged, or otherwise disposed of without notice to Customer. Any assignment of this Agreement by Customer shall not release Customer from its obligations hereunder.
16. **PURCHASE OPTION; RETENTION OF EQUIPMENT:** At the end of the Agreement period, and provided Customer is not in default, Customer shall have the option to purchase all (not part) of the Equipment at fair market value, AS IS, WHERE IS without any express or implied warranty whatsoever. If Customer fails or is unable to exercise its purchase option, or if Customer fails to return the Equipment to Lessor in the same condition as when received by Customer, reasonable wear and tear from normal use excepted and at its own expense to Lessor within thirty (30) days after the expiration of the original payment period, this Agreement will automatically convert to a month-to-month rental agreement on the same terms.
17. **CUSTOMER WAIVERS:** To the extent permitted by law, Customer waives all rights and remedies against Lessor provided by Article 2A or Article 9 of the UCC or other applicable law, including but not limited to any right which requires Lessor to sell, lease, or otherwise use any Equipment to reduce Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Any action against Lessor for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. Lessor will not be liable for specific performance of this Agreement or for any losses, damages, delay, or failure to deliver the Equipment.
18. **LEGAL ENTITY:** Wherever the name VGM Financial Services or the acronym VGMFS is used in this Agreement or any document relating to this Agreement, said name refers to VGM Financial Services a division of TCF Equipment Finance, Inc.
19. **GENERAL:** This Agreement shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. This Agreement shall not be modified without Lessor's written consent. If any provision of this Agreement is deemed unenforceable, then such provision shall be deemed deleted and all other provisions of this Agreement shall remain in full force and effect. Customer agrees that Lessor may receive from and disclose to other persons, including credit reporting agencies, VGM and Associates and its affiliates, and respective equipment vendors and suppliers, information about Customer's accounts and credit experience. Customer hereby authorizes any person to release to Lessor Credit experience and account information relating to Customer. These authorizations are intended to be continuous and shall survive the expiration and/or termination of this Agreement. Lessor complies with Sections 326 of the USA PATRIOT Act. This law mandates that Lessor verify certain information about customer's while processing account applications. This Agreement may be signed in any number of counterparts, including signatures transmitted by facsimile, each of which shall be deemed an original and all of which when taken together, shall constitute one and the same Agreement. This Agreement represents the entire Agreement between the parties, superseding all prior or contemporaneous negotiations, discussions, understandings, or agreements pertaining to the subject matter hereof. Time is of this essence of this Agreement.

Customer acknowledges having read the above terms and conditions and unconditionally agrees to same. By signing below, Customer acknowledges that it has received delivery of all Equipment and that the Equipment is satisfactory for purposes of this Agreement. Customer requests that Lessor countersign this Agreement and requests and hereby authorizes Lessor to pay the Equipment vendor/manufacturer.

Acceptance by Lessor on _____


THIS AGREEMENT IS NOT BINDING
UNTIL ACCEPTED BY LESSOR

Lessor: VGM Financial
Services

By:

Date: (X) 11/30/07

Customer: Shebovgan Orthopaedic Associates, S.C.

By: (X) 

(X) Treasurer
Title

VI

R. C. No. _____ - 12 - 13. By FINANCE. February 18, 2013.

Your Committee to whom was referred R. O. No. 255-12-13 by the City Clerk submitting a claim for excessive assessment from Walgreen Co., tenant of three properties in Sheboygan, WI; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

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. 255 12 - 13. By CITY CLERK. February 4, 2013.

Submitting a claim for excessive assessment from Walgreen Co., tenant of parcels 59281205930, 5928169780 and 59281431734, properties in Sheboygan, WI.

~~Inance~~
deny.

Susan Richards
City Clerk

12/1



12/2

12/3

January 9, 2013

JAN 23 '13 PM 4:07

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Sue Richards, Clerk
City of Sheboygan
828 Center Avenue, 2nd Floor
Sheboygan, WI 53081

Dear Clerk:

Re: Tax Parcel Nos.: 59281205930,
59281629780 & 59281431734

Now comes Claimant, Walgreen Co., tenant of parcels 59281205930, 59281629780 & 59281431734 (the "Properties") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. §74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2012, plus statutory interest, with respect to the Properties.

2. Claimant is the tenant on the Properties, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Properties and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, in the City.

4. The Properties are located at 1029 N. 14th Street, 2702 Calumet Drive and 3320 Business Drive within the City, and are identified in the City records as Tax Parcel Nos.: 59281205930, 59281629780 & 59281431734.

5. For 2012, property in the City was assessed at 108.67% of its fair market value as of January 1, 2012.

6. For 2012, property tax was imposed on property in the City at the rate of \$23.78 per \$1,000 for of the assessed value for Property.

7. For 2012, the City's assessor set the assessment of the Properties as follows:

59281205930:	\$2,588,100
59281629780:	\$2,485,500
59281431734:	\$2,400,000.

8. Claimant appealed the 2012 assessment of the Properties by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. The City's Board of Review heard the Claimant's objection and sustained the assessment on the merits as follows:

59281205930:	\$2,588,100
59281629780:	\$2,485,500
59281431734:	\$2,400,000.

10. Based on those assessments, the assessment ratio and tax rate described in paragraphs 5, 6 and 7, the City imposed tax on the Properties as follows:

59281205930:	\$66,881
59281629780:	\$64,230
59281431734:	\$62,020.

11. Claimant is timely paying the property taxes imposed by the City on the Properties for 2012, or the required installment thereof.

12. The fair market value of the Properties as of January 1, 2012 was no higher than the following:

59281205930:	\$1,975,000
59281629780:	\$1,800,000
59281431734:	\$1,900,000.

Sue Richards, Clerk
January 9, 2013
Page 3

13. Based on the assessment ratio of 108.67%, the correct assessments of the Properties for 2012 is no higher than the following:

59281205930:	\$2,146,233
59281629780:	\$1,956,060
59281431734:	\$2,064,730.

14. Based on the tax rate of \$23.78 per \$1,000 of assessed value, the correct amount of property tax on the Properties for 2012 should be no higher than the following:

59281205930:	\$51,037
59281629780:	\$46,515
59281431734:	\$49,099.

15. The 2012 assessments of the Properties, as set by the City's Board of Review were excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Properties for 2012 were excessive in at least the amount of \$46,480.

16. Claimant is entitled to a refund of 2012 tax in the amount of \$46,480, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

17. The amount of this claim is \$46,480, plus interest thereon.

Dated at Madison, Wisconsin, this 9th day of January, 2013.

Sincerely yours,



Don M. Millis
Agent for Claimant

VI

R. C. No. _____ - 12 - 13. By FINANCE. February 18, 2013.

Your Committee to whom was referred R. O. No. 223-12-13 by the City Clerk submitting a Petition granting John Golde Deposition in the matter of Annalee Kruger - Pedestrian/Bus Accident; 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

II

4.8

R. O. No. 223 - 12 - 13. By CITY CLERK. December 17, 2012.

Submitting a Petition granting John Golde Deposition in the matter of Annalee Kruger - Pedestrian/Bus Accident.

Inance
Jill

Susan Richards

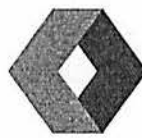
City Clerk

2.41

II

888

checked by [unclear]



Pellmann, Drellos & Associates, s.c.
Law Group

DEC 5 '12 PM 12:10

December 3, 2012

Mr. John Golde
4234 N. Mozart Street
Chicago, IL 60618-1525

Re: Annalee Kruger May 3, 2012 Pedestrian/Bus Accident
Sheboygan Co. Case No. 12-CV-0915
Petition Granting John Golde Deposition Pursuant To
Wis. Stat. § 804.02(1)

Dear Mr. Golde:

Please find enclosed a signed Court Order allowing Ms. Kruger to take your deposition, which has been scheduled for Wednesday, December 19, 2012 at 2:00 p.m., at my law office located at 16745 W. Bluemound Road, Suite 302, Brookfield, Wisconsin 53005. For your convenience, I have included a road map showing the location of my office.

I also enclose a Deposition Subpoena along with a check to cover your witness fee and travel expenses.

If you should have any questions about this deposition or the enclosed documents, please do not hesitate to call me at 262-641-8812.

Thank you again for voluntarily agreeing to travel to Wisconsin for this deposition. Your cooperation in this matter is greatly appreciated.

Very truly yours,



Dawn L. Drellos-Thompson¹

Encl.

c: Ms. Annalee R. Kruger
Kelly Centofanti, Esq.
See Service List

¹ Licensed in Wisconsin, Florida and Washington, D.C.

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

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

In the Matter of
Petition of Annalee R. Kruger
To Perpetuate Testimony

Case No. 12-CV-0915

DEPOSITION SUBPOENA OF WITNESS JOHN GOLDE

**THE STATE OF WISCONSIN
SHEBOYGAN COUNTY**

THE STATE OF WISCONSIN, TO: Mr. John Golde
4234 N. Mozart Street
Chicago, IL 60618-1525


Pursuant to section 805.07 of the Wisconsin Statutes and subsequent to an Order by the Court pursuant to Wis. Stat. § 804.02(1), you are hereby commanded to appear in person before a court reporter at the law offices of Pellmann, Drellos & Associates, S.C., located at 16745 W. Bluemound Road, Suite 302, Brookfield, Wisconsin 53005, on the following date and time:

Wednesday, December 19, 2012 at 2:00 p.m.

to give evidence on behalf of the Petitioner, Annalee R. Kruger, involving a pedestrian/bus accident that occurred on May 3, 2012, in the City of Sheboygan, Wisconsin to which you were a witness involving Ms. Kruger and Prigge's Charter Bus Company, Inc.

Issued this 4 day of December, 2012.

PELLMANN, DRELLOS & ASSOCIATES, S.C.
Attorneys for Pellmann, Drellos and Associates, S.C.


Dawn L. Drellos-Thompson
State Bar No. 1026247

U.S. POSTAL SERVICE ADDRESS:

16745 W. Bluemound Road, Suite 302
Brookfield, WI 53005
(P) 262-641-8812
(F) 262-641-1066
(E) ddrellos@pdlawgroup.com

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

In the Matter of
Petition of Annalee R. Kruger
To Perpetuate Testimony

Case No. 12-CV . 12CV0915
Case Code: 30703
Case Classification: Unclassified

**ORDER GRANTING PETITION AUTHORIZING DEPOSITION TO
PERPETUATE TESTIMONY PURSUANT TO
WIS. STAT. § 804.02(1) FOR JOHN GOLDE**

ORDER

The Petitioner Annalee R. Kruger's Petition authorizing deposition to perpetuate testimony pursuant to Wis. Stat. § 804.02(1) for John Golde is granted.

IT IS HEREBY ORDERED, that the Petitioner be allowed to take the deposition of John Golde pursuant to WIS. STAT. § 804.02(1).

Dated this 3rd day of December, 2012.

BY THE COURT:



The Honorable Timothy M. Van Akkeren
Sheboygan County Circuit Court Judge

Document Prepared by

Dawn L. Drellos-Thompson, Esq.
State Bar No. 1026247
16745 W. Bluemound Road, Suite 302
Brookfield, WI 53005
T: 262-641-8812
F: 262-641-1066
E: ddrellos@pdlawgroup.com



In the Matter of
Petition of Annalee R. Kruger
To Perpetuate Testimony

Case No. 12-CV-0915

SERVICE LIST

The below- named entities and individuals were served with the following enclosed documents:

- 1) Order Granting Petition Authorizing John Golde Deposition
- 2) Deposition Subpoena for John Golde

PRIGGE'S CHARTERED BUSES, INC.
c/o: Dennis J. Prigge, Registered Agent
1139 Pennsylvania Avenue
Sheboygan, Wisconsin 53081

MAY I. BECKER
518 A South 14th
Sheboygan, Wisconsin 53080

LANCER INSURANCE COMPANY
c/o: Jay Starrett, Esq.
Whyte, Hirschboeck, Dudek, S.C.
555 E. Wells Street, Suite 1900
Milwaukee, Wisconsin 53202-3837

DAVID GALLIANETTI, Board President
Sheboygan Area School District
730 Broughton Drive
Sheboygan, Wisconsin 53081

JOSEPH SHEEHAN, Ph.D.
Superintendent of Schools
Sheboygan Area School District
830 Virginia Avenue
Sheboygan, Wisconsin 53081

JOHN HILL, Clerk
Sheboygan Area School District
830 Virginia Avenue
Sheboygan, Wisconsin 53081

TERRY VAN AKKEREN, Mayor
City of Sheboygan
828 Center Avenue, #100
Sheboygan, Wisconsin 53081

SUE RICHARDS, City Clerk
City of Sheboygan
828 Center Avenue, #129
Sheboygan, Wisconsin 53081

ROGER L. TESTROETE, Co. Bd.
c/o: Carl Buesing, Corp. Counsel
Administration Building, Third Floor, #311
508 New York Avenue
Sheboygan, Wisconsin 53081

JULIE GLANCEY, County Clerk
c/o: Carl Buesing, Corp. Counsel
Administration Building, Third Floor, #311
508 New York Avenue
Sheboygan, Wisconsin 53081

USSA Insurance
c/o: Terry Johnson, Esq.
Peterson, Johnson & Murray, S.C.
733 N. Van Buren Street, Fl. 6
Milwaukee, Wisconsin 53202-4705

GOLDEN RULE INS. COMPANY
A UnitedHealthcare Company
c/o: CT Corporation System
8040 Excelsior Drive, Suite 200
Madison, Wisconsin 53717

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 236-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that "Class B" Liquor Application #2953 - Night Moves I be placed on file as the application has been withdrawn.

_____ Committee.

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

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

VI

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred R. O. No. 246-12-13 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:

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3254	Randall, Shantell M.	2204 N. 9 th St.

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

II

3.1

R. O. No. 246-12-13. By CITY CLERK. January 7, 2013.

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

*2/4/13 - grant all lic's except hold Schepp, Yera, Randall, Scheidel.
2/18/13 - Schepp-file, Yera, withdrawn, Scheidel, grant Randall.*

Susan Richards

City Clerk

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

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9856	Babino, Kayla N.	1709 Hilltop Dr.
9857	Campbell, Jennifer K.	4155 S. 16 th St.
9850	Daugherty, Tanner D.	3133 Main Ave.
6242	Garza, Maricela	2330 S. 9 th St.
9859	Hoppner, Danielle N. [Hoeppner]	1216 Pershing Ave.
9852	Huenink, Carter G.	W4467 Center St., Waldo
9860	Kelly, Shane P.	1618 N 34 th St.
9855	Krase, Sarah	1025 Covington Dr., Sheb. Falls.
9862	Kunstman, Ashley, M.	1222 Parkwood Blvd #E
4769	Meifert, Lisa M.	1336 North Ave.
7074	Scheff, Jack B. [SCHEPP]	W1851 Playbird Rd.
6306	Valleja, Virginia [VALLEJO]	1617 Superior Ave.
9853	Wehmeyer, Jessica M.	2211 N 22 nd St.
9854	Williams, John S.	504 Valley Rd., Kohler
9351	Year, Javier F. [YERA]	1127 N 8 th St.

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9851	Mathis, Al	1614 S 9 th St.
3254	Randall, Shantell M.	2204 N 9 th St.
9861	Scheidel, Matthew P.	1905 Wilson Ave.
9858	Wicker, Verlin C.	2320 N 36 th St.

Y & J

100

III

Handwritten text, possibly a signature or name.

Handwritten text, possibly a date or number.

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 246-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #7074 be placed on file as it was withdrawn.

_____ Committee.

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VI

R. C. No. - 12 - 13. By PUBLIC PROTECTION AND SAFETY. February 18, 2013.

Your Committee to whom was referred R. O. No. 251-12-13 by the Building Inspection Department submitting their report for the month of December 2012; recommends that the document be accepted and placed on file.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.7

R. O. No. 251 - 12 - 13. By BUILDING INSPECTION DEPARTMENT.
January 21, 2013.

We hereby submit the report of the Building Inspection Department for
the month of: DECEMBER 2012.

PPS
Acc. File



Building/Heating Inspector

III

CASH RECEIPTS

	December 2011	December 2012
Contractors Licenses	27,570.00	11,470.00
Building Permits	8,415.92	9,963.20
Projecting Sign Fees	0.00	0.00
Electrical Permit Fees	5,185.00	12,505.00
Heating Permit Fees	10,545.00	13,810.00
Sales Tax	3.56	3.38
Plumbing Permit Fees	1,344.00	1,360.00
Sewer Permit Fees	0.00	1,500.00
Occupancy Permit Fees	200.00	650.00
Board of Appeals	0.00	0.00
Misc. General Revenue	71.85	68.18
Plan Examining Fees	1,575.00	275.00
Code Books	0.00	0.00
State Stamps	40.00	40.00
Rooming House Permit Fees	200.00	270.00
Erosion Control Fees	100.00	100.00
Penalty Fees	1,570.00	100.00
Cash Over, Short or Refund	730.00	1,060.00
Contractors Escrow	329.00	1,521.00-
Weight & Measure license	22,695.00	17,876.00
Clearwater Inspection Fees		<u>1,720.00</u>
TOTAL:	80,574.33	71,249.76

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION		FEES	
	2011	2012	2011	2012	2011	2012
ONE-FAMILY RESIDENCE	1	1	150,000.00	210,000.00	400.00	400.00
TWO-FAMILY RESIDENCE						
CONDOMINIUM						
GARAGES, CARPORTS						
NEW COMMERCIAL NEW MISC -NON RES.						
STORAGE BLDG -RES.						
STORAGE BLDG - NON- RES	1		30,000.00		540.00	
ALT & ADD'NS -RES.	66	42	396,929.00	276,119.00	4,810.00	3,160.00
ALT & ADD'NS - NON- RES	9	11	128,400.47	2,348,425.00	1,390.86	5,490.00
WRECKING	3	1	23,900.00	5,675.00	598.94	143.20
MOVING						
SIGNS	4	5	63,900.00	25,473.50	471.12	700.00
FENCES/POOLS/DECKS/ DRIVEWAYS	4	2	14,100.00	600.00	205.00	70.00
TANKS						
MISCELLANEOUS					50.00	

TOTALS	88	62	807,229.47	2,866,292.50	8,415.92	9,963.20
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PERMIT TYPES	#OF PERMITS					
ELECTRICAL	28	16	173,434.00	574,965.00	7,525.00	12,505.00
HEATING	122	47	579,369.00	697,994.20	8,065.00	13,810.00
PLUMBING	24	15			3,552.00	1,360.00
SEWER	0	2			4,000.00	1,500.00

TOTALS	174	80	752,803.00	1,272,959.20	23,142.00	29,175.00
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GRAND TOTALS OF THE ABOVE	262	142	1,560,032.47	4,139,251.70	25,489.92	39,138.20
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VI

R. C. No. - 12 - 13. By PUBLIC PROTECTION AND SAFETY. February 18, 2013.

Your Committee to whom was referred R. O. No. 252-12-13 by the Building Inspection Department submitting their report for the year 2012; recommends that the document be accepted and placed on file.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.8

R. O. No. 252 - 12 - 13. By BUILDING INSPECTION DEPARTMENT.
January 21, 2013.

We hereby submit the report of the Building Inspection Department for
the month of: YEAR 2012.

PPS
Acc File



Building/Heating Inspector

CASH RECEIPTS

	2012	2011
Contractors Licenses	100,235.00	88,280.00
Building Permits	307,744.31	298,466.41
Projecting Sign Fees	8,225.00	8,025.00
Electrical Permit Fees	131,315.00	116,930.00
Heating Permit Fees	85,015.00	85,722.00
Sales Tax	138.53	54.92
Plumbing Permit Fees	29,086.00	29,712.00
Sewer Permit Fees	8,000.00	19,000.00
Occupancy Permit Fees	6,400.00	5,850.00
Board of Appeals	3,600.00	2,700.00
Misc. General Revenue	2,922.27	1,333.61
Plan Examining Fees	16,425.00	11,150.00
Code Books	0.00	0.00
State Stamps	120.00	240.00
Rooming House Permit Fees	680.00	650.00
Erosion Control Fees	300.00	600.00
Penalty Fees	51,718.10	10,704.00
Cash Over, Short or Refund	279.50-	555.00-
Contractors Escrow	3,419.80	1,071.63-
Weight & Measure license	37,207.00	46,987.00
Clearwater Inspection Fees	20,120.00	
TOTAL:	812,391.51	724,778.31

BLDG. PERMIT CLASSIFICATION	NUMBER OF PERMITS		COST OF CONSTRUCTION			FEES	
	2012	2011	2012	2011	2012	2011	
ONE-FAMILY RESIDENCE	3	6	595,000.00	879,000.00	1,280.00	2,400.00	
TWO-FAMILY RESIDENCE CONDOMINIUM							
GARAGES, CARPORTS	28	18	338,050.00	193,347.00	4,568.20	2,815.90	
NEW COMMERCIAL	6	10	7,917,000.00	14,006,519.00	46,692.60	62,602.20	
NEW MISC -NON RES.	1	1	440,000.00	2,400.00	132.00	50.00	
STORAGE BLDG -RES.	30	26	73,490.00	82,400.00	1,536.10	2,086.40	
STORAGE BLDG - NON- RES	5	3	64,100.00	124,000.00	257.80	904.40	
ALT & ADD'NS -RES.	1356	1427	9,126,442.84	8,756,467.40	102,455.05	102,879.70	
ALT & ADD'NS - NON- RES	142	147	15,719,980.00	19,427,280.02	118,784.65	96,243.36	
WRECKING	25	19	220,775.00	797,970.00	3,126.34	4,101.32	
MOVING	1		1,500.00		109.24		
SIGNS	100	100	539,127.84	828,961.95	12,892.33	11,368.13	
FENCES/POOLS/DECKS/DRIV EWAYS	313	269	1,036,408.00	618,159.00	14,725.00	11,575.00	
TANKS							
MISCELLANEOUS	15	19	3,000.00	4,275.00	1,185.00	1,520.00	
TOTALS	2025	2045	36,074,873.68	45,720,779.37	307,744.31	298,546.41	
PERMIT TYPES	#OF PERMITS						
ELECTRICAL	406	349	5,333,370.00	4,958,419.00	131,315.00	116,930.00	
HEATING	528	549	4,458,706.02	4,510,703.03	85,015.00	85,722.00	
PLUMBING	322	266			29,086.00	29,712.00	
SEWER	7	26			8,000.00	19,000.00	
TOTALS	1263	1100	9,792,076.02	9,469,122.03	253,416.00	251,364.00	
GRAND TOTALS OF THE ABOVE	3288	3145	45,866,919.70	55,189,901.40	561,160.31	549,910.41	

Building Inspection Department
 Nuisance Complaint Statistics Report
 For: 2012

	Number Of Complaints	Percent Of Change (vs LYR)	Number Of Inspections (Approx.)	Complaints Transferred	No Violation Observed	Violations			Fixed	Abated	Citations Issued	Inspect Pending	DNI
						Sanitation	Zoning Storage	Zoning OffStreet Parking					
January	8	+33.3	17	0	1	0	1	7	7	0	1	0	0
February	10	+25.0	20	0	0	0	6	4	10	0	1	0	0
March	38	+2.7	69	0	1	0	18	16	33	0	4	1	0
April	17	-66.0	37	0	1	0	11	7	18	0	2	0	0
May	9	-82.0	10	4	0	0	2	3	5	0	1	0	0
June	19	-62.0	30	4	0	0	4	11	10	0	5	0	0
July	5	+400.0	10	0	0	0	5	0	5	0	0	0	0
August	1	+0	2	0	0	0	0	1	1	0	0	0	0
September	1	-80.0	2	0	0	0	0	1	1	0	0	0	0
October	2	-84.6	2	0	0	0	1	0	1	0	5	0	0
November	2	-75.0	5	0	1	0	1	1	0	0	1	0	0
December	2	-50.0	4	0	0	0	1	1	0	0	2	0	0
TOTAL	114	+0	208	8	4	0	50	52	91	0	22	1	0

Total Number Of Violations: 102

Total Number Of Complaints "In Process": 10 (Pending Resolution)

Complaints Received Via: Phone: 2 16.6% Internet: 6 50.0% Inspectors: 102 50.0% Other: 4 33.3%

Report No: B1122B

Building Inspection Department
 Nuisance Complaint Statistics Report
 For: 2011

Run Date: 12/28/2012

	Number Of Complaints	Percent Of Change (vs LYR)	Number Of Inspections (Approx.)	Complaints Transferred	No Violation Observed	Violations			Fixed	Abated	Citations Issued	Inspect Pending	DNI
						Sanitation	Zoning Storage	Zoning OffStreet Parking					
January	6	-75.0	15	0	5	5	0	0	5	0	0	0	0
February	8	-38.4	10	0	2	4	0	0	4	0	0	0	0
March	37	+23.3	66	0	6	27	1	2	30	0	1	0	0
April	50	+35.1	95	0	7	37	3	4	44	0	0	0	0
May	50	+25.0	79	5	9	30	1	4	34	1	3	0	0
June	50	+13.6	41	31	3	14	2	3	18	1	2	0	0
July	1	-96.2	2	0	0	0	0	1	1	0	2	0	0
August	0	-100.0	0	0	0	0	0	0	0	0	0	0	0
September	5	-83.3	10	0	0	2	1	2	5	0	0	0	0
October	13	-23.5	26	0	0	1	5	7	13	0	0	0	0
November	8	-60.0	8	0	0	0	3	1	4	0	0	0	0
December	4	-63.6	14	0	0	0	1	6	7	0	0	0	0
TOTAL	232	-30.5	366	36	32	120	17	30	165	2	8	0	0

Total Number Of Violations: 167

Complaints Received Via: Phone: 72 46.4% Internet: 66 42.5% Inspectors: 77 49.6% Other: 17 10.9%

Building Inspection Department
 Housing Inspection Activity Report
 For: 2012

	Number Of Inspection Requests	Number Of Requests Not Yet Inspected	Number Of Inspections With No Violations	Number Of Inspections With Violations	Total Number Of Violations	Average Number Of Violations	Number Of Violations Fixed	Number Of Violations In Process	Number Of Citations Issued
January	20	0	0	18	47	2.61	35	1	16
February	192	0	1	192	237	1.23	60	7	5
March	277	0	10	267	388	1.45	116	2	28
April	108	0	15	88	141	1.60	73	9	21
May	24	0	2	27	53	1.96	124	13	9
June	94	0	1	92	156	1.70	163	43	40
July	52	0	1	53	89	1.68	135	59	28
August	26	0	0	24	44	1.83	132	36	9
September	18	0	1	16	42	2.63	67	33	24
October	18	0	0	19	34	1.79	180	39	55
November	7	0	0	6	11	1.83	35	30	5
December	3	1	0	2	2	1.00	6	37	0
TOTAL	839	1	31	804	1,244	1.55	1,126	309	240

Number of Inspections Open: 190

Number of Inspections Closed: 649

Building Inspection Department
 Housing Inspection Activity Report
 For: 2011

As Of: 12/28/2012
 12:48:57

	Number Of Inspection Requests	Number Of Requests Not Yet Inspected	Number Of Inspections With No Violations	Number Of Inspections With Violations	Total Number Of Violations	Average Number Of Violations	Number Of Violations Fixed	Number Of Violations In Process	Number Of Citations Issued
January	14	0	1	15	22	1.47	1	0	0
February	13	0	0	13	19	1.46	3	0	1
March	25	0	2	23	39	1.70	16	0	2
April	53	0	2	16	24	1.50	2	2	0
May	36	0	1	40	65	1.63	22	0	7
June	30	0	0	32	60	1.88	25	10	10
July	37	1	1	37	62	1.68	13	6	5
August	12	0	1	14	20	1.43	32	9	0
September	18	0	1	19	41	2.16	17	0	12
October	93	0	26	88	147	1.67	7	4	3
November	30	3	1	26	37	1.42	99	12	12
December	13	0	0	14	17	1.21	25	1	2
TOTAL	374	4	36	337	553	1.64	262	44	54

Number of Inspections Open: 51

Number of Inspections Closed: 323

VII

R. C. No. - 12 - 13. By LAW AND LICENSING. February 18, 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 the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9869	Alexandroni, Dustin J.	828 N. Water St.
9864	Boden, Dylan S.	1549 N. 23 rd St.
9863	Brulla, William D.	1920 N. 9 th St., #A
8888	Buelow-Williams, Jessica A.	111 E Rhine St., Elkhart Lake
9868	Eisold, Derric D.	3414 Sheridan Ave.
6185	Kiley, Dean H.	1518 N. 26 th St.
9867	Petersen, Jessica M.	1818 N. 9 th St.
9871	Thompson, David E.	6714 North Ave., Cleveland
9866	Wargo, Mandy J.	1225 S. 19 th St.
2317	Wine, Betsy	2201 Erie Ave., #C208

IV

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9872	Loya, Janie	1535 John 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

VI

R. C. No. - 12 - 13. By PUBLIC PROTECTION AND SAFETY. February 18, 2013.

Your Committee to whom was referred R. O. No. 264-12-13 by the City Clerk submitting a communication from the State of Wisconsin Department of Safety and Professional Services regarding the review of general administrative practices and record keeping for uniform Dwelling Code (UDC) program (one and two family dwellings) and other UDC construction related issues; recommends that the document be accepted and placed on file.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.9

R. O. No. 264 - 12 - 13. By CITY CLERK. February 4, 2013.

Submitting a communication from the State of Wisconsin Department of Safety and Professional Services regarding the review of general administrative practices and record keeping for Uniform Dwelling Code (UDC) program (one and two family dwellings) and other UDC construction related issues.

PPS.
Ac & Ill

Susan Richards
City Clerk

7.0

II

436

continued on next page



STATE OF WISCONSIN
Department of Safety and Professional Services
1400 E Washington Ave.
Madison WI 53703

Governor Scott Walker

Secretary Dave Ross

Mail to:
PO Box 7162
Madison, WI 53707-7162

Email: dps@wisconsin.gov
Web: <http://dps.wi.gov>

January 4, 2013

Sue Richards
City Clerk
City of Sheboygan
828 Center Ave. Suite 100
Sheboygan, WI 53081

RE: Review of general administrative practices and record keeping for Uniform Dwelling Code (UDC) program (one and two family dwellings) and other UDC construction related issues

Dear Ms. Richards,

The following are the results of the general administrative audit conducted on October 11, 2012 in the City of Sheboygan for evaluating compliance with the Uniform Dwelling Code (UDC). The audit was performed by the department as per SPS 320.065 Wis. Adm. Code. The audit was carried out with Jack Vander Weele who is employed as a UDC building inspector directly by the city. One active construction site was audited for compliance with the erosion control rules of the UDC. Eight files of new home permits were examined as part of the UDC audit.

The City employs the following individuals to perform UDC inspections in accordance with their respective credentials:

Jack Vander Weele holds the following credentials relevant to UDC Inspection: UDC Construction, UDC HVAC Inspector Certifications

Pat Eirich holds the following credentials relevant to UDC Inspection: UDC Construction, UDC HVAC Inspector Certifications

Scott Winter holds the following credentials relevant to UDC Inspection: UDC Plumbing Inspector Certification

Mark Sommer holds the following credentials relevant to UDC Inspection: UDC Electrical, UDC HVAC Inspector Certification

Dean Hesselink holds the following credentials relevant to UDC Inspection: Commercial Electrical Inspector

General

1. The inspectors' office has a publically accessible telephone line and voice mail.
2. Inspectors utilize cell phones with voice mail capabilities when the phone is not answered.
3. Inspector utilizes desktop computers to manage inspection reports, scheduling, emails, and code retrieval.
4. Inspectors have access to e-mail accounts.
5. The office is equipped with a fax machine.
6. Inspectors have access to a digital camera.
7. Inspectors have current code books and commentaries printed and accessible.
8. Projects are within the scope of the ordinance.
9. Municipality implements a reasonable fee schedules.
10. City inspectors are properly certified in accordance with SPS 305 and SPS 320.10 (1) for the respective inspections performed.
11. Permit and inspection records are adequately maintained and organized by the city inspection officials.
12. The City of Sheboygan has adopted the UDC in their local ordinances.

Project Files and Permits

The following items mentioned are Code requirements found in the following sections of the department's codes: SPS 320.08, 320.09, SPS 302 and SPS 305 Wis. Adm. Code.

1. **The city utilizes the department's 2005 version of the UDC Building Permit form in several of the files reviewed as per SPS 320.09 (1) Wis. Adm. Code. Permit forms need to be updated to the most recent versions, SBD-5823 (R.11/11). The city may choose to use their own building permit form provided that it is equivalent in content with SBD-5823 (R.11/11) and includes the language stated in ch. 101.02(23) Wi. State Stats.**
2. **All of the files that were reviewed contained the Wisconsin seal number on the permit application as well as the permit card as per SPS 320.09 (3)(a) 2. Wis. Adm. Code. Wisconsin seal sticker is put on the original permit card by the inspector per SPS 320.09 (9) 6(d) Wis. Adm. Code.**
3. **All of the eight files contained standard construction details for footings, foundations, and floor plans. Seven of the eight files contained cross section drawings. Seven of the eight files contained an erosion control plan. Seven of the eight files contained information regarding wall bracing. Five of these seven plans contained complete wall line detail and notation.**

Complete sets of plans must be submitted prior to the issuance of the building permit.

SPS 320.09 (5) requires that complete and legible site plans, floor plans, and elevation drawings be submitted as part of the building permit application. SPS 320.09 (6) requires that all plans submitted for approval shall be accompanied by sufficient data, calculations and information to determine if the dwelling will meet the requirements of this code.

Beginning April 2009, detailed information for wall bracing has been required by SPS 320.09 (5) (b) d. Wis Adm. Code. The code requires that the specific location and construction details of all the structure's braced wall lines be shown on construction plans in accordance with SPS 321.25 (8) & (9) prior to issuance of the building permit. This includes showing dimensions and locations of the brace wall panels directly on the plans. The department considers this to be a standard requirement for plan submittal prior to issuing a UDC building permit.

A supplemental study guide is provided at the following link for review of the prescriptive code provisions relating to braced wall line plans:

<http://woodbywy.com/literature/wb401.pdf>

Another recommended study guide on this topic is provided by the American Plywood Association. Publication 430 "Introduction to Wall Bracing" can be downloaded free at the following link:

<http://apawood.org>

Additional information on braced wall line requirements can be found in the 2011 UDC Code Commentary provided by the department in the Appendix of the UDC document pps. 77-89.

Plan review notes were found in all of the files that were reviewed. All plans contained the signature of the inspector along with a stamp stating that the plans were "Conditionally Approved". Conditions of approval (with the corresponding code citation) are indicated at the time of issuance on the building permit form, these include requirements for: bath exhaust fan, attic access, fire separation between house and garage, detectors for smoke and carbon monoxide, installation and maintenance of erosion and sediment control measures.

Plan review notes should be present on all submittals where additional information is needed. SPS 320.09 states that the plans shall be stamped "conditionally approved" by a certified inspector who holds the respective credential for the plans reviewed.

All of the eight files were examined for the required erosion and sediment control (ESC) plan. Seven of the eight files contained the basic erosion control plan. All of these seven erosion control plans contained the basic required information. Basic information that should be provided on the erosion control plan includes: street locations, drainageways, waterbodies, perimeter control, stone tracking pad location, stockpile location, scale, north arrow, contours or directional flow lines, or notation that the site is flat, and dimensions from buildings to lot lines, or else drawn to scale.

SPS 320.09 requires that all of the required plans be submitted in a complete and satisfactory manner prior to issuance of the UDC building permit.

4. **The number of issued permits from the city's records reasonably matched the department's Amerifax data for the years requested (2009, 2010, 2011).**

SPS. 320.09 (2) 2. Wis. Adm. Code requires that the municipality or authorized UDC inspection agency shall forward a copy of all applications (including their state seal numbers) for new dwellings to the department within 30 business days after permit issuance. This applies to all permit applications issued for new homes where a Wisconsin seal is required by the department.

Number of permits issued according to city's records vs. the number of permits reported to the department (entered into Amerifax database):

Year	2009	2010	2011
City Records	2	7	6
Department database	2	7	6

5. **ResCheck sheets (or other approved heat loss calc methods, example: RemRate) were present in all of the eight files examined.** All of these eight submittals using ResCheck contained the updated version required at the time of submittal. Two of the ResCheck reports lacked the required signature of the preparer of the report. The inspection checklist of the ResCheck report was included in seven of the eight files as required by SPS 322.52(2). It appears in some occasions that the input criteria (R-Values, square footage, window info, etc.) used in the heat loss calculations is not getting verified (*and corrected when necessary*) with information submitted in the plans in the files. One of the eight files lacked a cross section plan with which to verify the ResCheck data. The input data used in the spreadsheet did not match the information contained on the plan's cross section on four of the eight files.

All current submittals are currently required to use version 4.4.0 or more recent versions. Spreadsheet results should contain the submitter's signature. Verify that Res-Check input information (R-values, reported square footage, etc) match plans and calculations, and that on site materials match the plans. Updated versions of RemRate calcs or ACCA Manual J. are also acceptable methods, along with the prescriptive heat loss calculation method if it is done in a complete and thorough manner.

Plan Reviewers should be on the lookout for ResCheck spreadsheets containing R-value inputs for both cavity and/or continuous for the ceiling insulation. While this is not a prohibited method, it must match the information shown on the cross section plan. It is a commonly used method to erroneously alter (cheat) the spreadsheet output.

6. **As per SPS 320.10 (11), the municipality shall take action to approve or deny a uniform building permit application within 10 business days of receipt of all forms, fees, plans and documents required to process the application, and completion of other local prerequisite permitting requirements.**

All of the eight files had permits issued within 10 business days from the time of receipt of the *completed* application and plan submittal.

7. **Inspection notes and notices of non-compliance were reviewed for compliance with SPS 320.10(6) Wis. Adm. Code.**

All of the files examined indicated that city inspector maintains proper inspection records of each site visit in his files including times and dates of the inspection with pass/fail notation. Records are generally being kept for the following inspections: insulation, footings, ,all rough-ins, electrical service, foundations, and final to occupy.

All plumbing related inspections and notes are carried out and maintained by the city's plumbing inspector Scott Winter. These were not reviewed as part of this audit.

All electrical related inspections and notes are carried out and maintained by the city's electrical inspectors Dean Hesselink and Mark Sommer. These were not reviewed as part of this audit.

No inspection notes or references were found indicating the condition of the erosion control measures at the sites.

Although inspection records did not indicate the time that the inspection was performed in relation to the builder's request for inspection. It appears that responses to inspection requests are being carried out in a timely manner, within the required two day period for response.

City inspection staff mentioned that approved plans have been retained for 3 years as per city policy. Upon notification of the UDC requirement of a 4 year retention period, Development Manager Chad Pelishek stated that the city will update its current retention policy to reflect the requirements established in SPS 320.10(6) Wis. Adm. Code.

SPS 320.10(6) requires that a record shall be made of each visit to a site, each inspection type performed and the pass/fail results of each inspection. Application forms, correction orders, correspondence and inspection records shall be maintained for 7 years after completion of the dwelling. Approved plans shall be retained for 4 years after completion of the dwelling.

SPS 320.10 (3) (b) requires that erosion control inspections shall be performed concurrently with all other required construction inspections. Additional inspections for erosion control may also be necessary.

Erosion control inspections must be noted in the files *and shall be performed for every project, and at every site visit.* Notes of the erosion and sediment control measures should be made even when no violations are found. The documentation could be as simple as the statement, "No offsite soil erosion impacts noted. Erosion control measures well maintained". This is needed both as a basic requirement, but also as a matter of raising awareness and attention of this topic on behalf of the inspector and the builder.

8. **Permit applications were reviewed for Dwelling Contractor and Dwelling Contractor Qualifier certifications as required by SPS 320.09 (9)(a) 3. Wis. Adm. Code. Seven of the eight permits contained information for the Dwelling Contractor where required. One of these permits was taken out by an owner/builder intending to occupy the dwelling, thus not requiring the credential to obtain the permit. Three of the eight permits contained the required Dwelling Contractor Qualifier (DCQ) number. Several of permits appeared to be taken out by the builder as the owner. However, from information found on various permits, it appeared very unlikely that this builder would ever be occupying the dwelling in the future. A permit taken out by the school district lacked the required DC and DCQ certifications. A permit taken out by Habitat for Humanity lacked the required DCQ certification.**
9. **Files were reviewed per SPS 320.09 (9) (a) 6. Wis. Adm. Code. Four of the eight files reviewed *lacked* the state license number for the Master Plumber as required on the UDC Building Permit application.**

Reminder: As per SPS 305.40 (1) Except as provided under s. 101.862 (4), Stats., no person as of April 1, 2013 may install, repair or maintain electrical wiring unless the person holds a license or registration issued by the department as one of the following:

- (a) A licensed master electrician.

- (b) A licensed residential master electrician.
- (c) A licensed journeyman electrician.
- (d) A licensed industrial journeyman electrician.
- (e) A licensed residential journeyman electrician.
- (f) A registered beginning electrician.
- (g) A registered electrical apprentice.
- (h) A registered industrial electrical apprentice.
- (i) A registered residential electrical apprentice.

Comments/Administrative Issues:


The following general recommendations should be noted:

- The City of Sheboygan inspectors should continue their efforts to assure that complete and thorough information is submitted with the building permit application that describes the methods, location and construction details of the braced wall lines. Correspondingly, it's the inspector's responsibility to review these plans and require corrections, modifications, etc. prior to issuing the UDC building permit.
- ResCheck calculations should be reviewed to assure that the information (R-Values and reported square footage) entered matches what is provided in the plans and cross section details, as well as the final build out. Submittals that show both cavity and continuous insulation should be checked and questioned. Check installation of materials on site for compliance with ResCheck inputs. Heat loss spreadsheets need to show the signature of the preparer and contain the checklist that accompanies the printout.
- The enforcement of the erosion and sediment control rules continues to be a priority for the department. For greater detail on this issue, refer to the separate report from the field audit.
- Attend training opportunities organized by the department and regional building inspector associations.

From the information found in this audit, it appears that the UDC Building Permit records are properly organized and maintained by the city staff. **In summation, this audit indicates that that Mr. Vander Weele and the City carry out their role in administering the Uniform Dwelling code in a highly responsible and professional manner.**

It should also be mentioned that Mr. Vander Weele, and other city staff were very helpful and cooperative in facilitating the activities of the audit. This audit is part of an overall effort of our department to promote more consistent statewide code enforcement, better communication with municipal leaders, and to provide assistance in improving inspection services. The department appreciates the time and effort taken by the City of Sheboygan toward this end. We look forward to working together with Mr. Vander Weele and the City of Sheboygan in the future to maintain and improve the administration and enforcement of the UDC building inspection program.

Sincerely,



Lenny Kanter

**Engineering Consultant
Uniform Dwelling Code
Division of Safety and Buildings
Wisconsin Department of Safety and Professional Services
608-261-6541 ph**

VI

R. C. No. - 12 - 13. By PUBLIC PROTECTION AND SAFETY. February 18, 2013.

Your Committee to whom was referred R. O. No. 265-12-13 by the City Clerk submitting a communication from the State of Wisconsin Department of Safety and Professional Services regarding the review of erosion and sediment control enforcement for Uniform Dwelling Code Program (one and two family buildings); recommends that the document be accepted and placed on file.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.10

R. O. No. 265 - 12 - 13. By CITY CLERK. February 4, 2013.

Submitting a communication from the State of Wisconsin Department of Safety and Professional Services regarding the review of erosion and sediment control enforcement for uniform dwelling code program (one and two family buildings).

*PPS.
acc file*

Susan Richards

City Clerk

4.10



2002

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STATE OF WISCONSIN
Department of Safety and Professional Services
1460 E Washington Ave.
Madison WI 53703

Governor Scott Walker Secretary Dave Ross

Mail to:
PO Box 7162
Madison, WI 53707-7162

Email: robert.kanter@wi.gov
Web: <http://dsps.wi.gov>

January 4, 2013

Sue Richards
City Clerk
City of Sheboygan
828 Center Ave. Suite 100
Sheboygan, WI 53081

RE: Review of erosion and sediment control enforcement for uniform dwelling code program (one and two family buildings)

Dear Ms. Richards,

The following are the results of the erosion control audit conducted on October 11, 2012 in the City of Sheboygan. The audit in part, evaluates compliance with the erosion control portion of the Uniform Dwelling Code (UDC) as required under s. 101.653(5)(b) Wisconsin State Statutes and was performed by the department as per SPS 320.065 Wis. Adm. Code. The audit was carried out with Jack Vander Weele who is employed directly by the city. One active construction sites was available to audit. This site was inspected for compliance with the erosion and sediment control regulations contained in SPS 320 and 321, Wis. Adm. Code. Eight plan files were also examined as part of the audit.

EROSION CONTROL PLAN INFORMATION (UDC):

Eight plan file sets were reviewed. Seven of these eight files contained an erosion and sediment control site plan. All of these seven plans contained the basic information required by SPS 320.09(4) and SPS 321.125 of the Wis. Adm. Code. Generally speaking, common items often found lacking on plans are perimeter control measures, plans drawn to scale or fully dimensioned, proposed limits of disturbance, tracking pads, and other erosion and sediment control measures needed for use on the sites.

CONCERN: Files often fail to include complete plans indicating the proposed erosion and sediment control measures to be used.

SOLUTIONS: Require all plot plans to include erosion control information. (SPS 320.09 (5)). When site plans are submitted require that the proposed erosion and sediment control measures be shown on the plan. If existing vegetation is to be used as an erosion control measure it needs to be indicated on the plan, if this is included there should be no confusion if the area is disturbed and additional measures are then required.

PERIMETER MEASURES

CONCERN: The one site had silt fence installed to limit the discharge of sediment from part of the site. The material installed at this site complied with the material specifications established in the criteria of the DNR Technical Standard for Silt Fence (1056). A portion of the site incorporated a vegetative buffer for perimeter control. The silt fence material installed on the site was in need maintenance. Two of the six sites had no perimeter control measures installed. There was no evidence of significant amounts of sediment being discharged to city streets and/or adjacent lots.

Potential for off-site impact due to lack of properly installed downslope perimeter measures. (SPS 321.125 (1)a.)

SOLUTIONS: Installation of silt fence or other perimeter measures along the front of building sites, downslope lot lines, upslope of drainageways, and along water bodies will reduce sediment from reaching the streets and waters of the state. Also if there is any way possible to maintain a buffer strip of existing vegetation it will make compliance simpler (minimum of 25' wide buffer strip must be maintained - works on sites with slopes less than 5%).

Perimeter control measures must be in place on sites in accordance with the mandated practices established in SPS 321.125 Wis. Adm. Code. Installation of silt fence must be done according to BMP's as described in the DNR Technical Standards. Care should also be taken to eliminate silt fence from being installed up and down slopes. This channels the water and causes the area where the water is directed toward to fail. Silt fence needs to be installed on the contour with the ends turned upslope to prevent the runoff from flowing out around the ends.

Silt fence, silt socks, bale barriers or vegetative buffers should be installed in accordance with WDNR Technical Standard (1056, 1055, and 1054, respectively). In addition, **all silt fence materials must conform to the material specifications established in the criteria section of the DNR Technical Std. (1056).** While straw bale barriers are accepted as a means of perimeter control (and ditch checks), it should be noted that straw bales, when properly installed (trenched and staked), do not typically hold up for extended periods of time. Replacement is often required within 2 – 4 months of installation. Erosion control matting, properly installed as per the criteria of the DNR Technical Standard (1052) is also an adequate means of providing perimeter control. Under some conditions (steeper slopes) it may be a required means of compliance.

Areas of concentrated flow such as drainageways, including those located between adjacent lots or in road right of ways require additional sediment controls prior to the establishment of vegetation. Use of properly installed erosion control matting or staked sod may be necessary to provide permanent stabilization of the soils.

NON-COMPLIANCE ORDERS: Erosion control violations were found at the site which warranted the issuance of an Order of Non-Compliance (maintenance / repair of the silt fence). I am aware that Mr. Vander Weele makes efforts to attain compliance with the erosion and sediment control rules on the active construction sites in the city. Attaining compliance with these rules is a priority for the department.

Sites should be monitored through the construction season to assure that erosion control measures are maintained properly. A digital camera should be used by the inspector to document violations and corrections. If erosion control measures are not installed or are installed incorrectly, the builder/owner should be sent a written notice of noncompliance with a specified time for correction. Follow-up inspection should be done shortly after the proscribed compliance period has passed. Sites located adjacent to water bodies may pose an immediate risk of soil being discharged to waters of the state. As such SPS 320.10(4)(b)2. provides a delegated UDC inspection agency the authority to issue a special order directing an immediate cessation of all construction work on the site until compliance with the erosion and sediment control provisions under s. SPS 321.125 is attained. This authority should be exercised when necessary to attain timely compliance.

TRACKING CONCERN: There was no evidence of sediment tracked by equipment on to paved public roadways at the sites. A tracking pad with the proper sized stone was installed and maintained correctly at the site.

The Department of Natural Resources' Conservation Practice Standard (1057) for Stone Tracking Pads states that, "Either a stone tracking pad or tire washing station shall be used at all points of construction egress. This standard applies where construction traffic is likely to transport sediment off site.

SOLUTIONS: Contractors need to be made aware of the section of the code that requires cleanup of off-site sediment occurring as a result of construction activities shall be cleaned up at the end of the work day (SPS 321.125 (6)(a)). All access drives must be designed, installed, and maintained to prevent tracking of sediment (SPS 321.125 (2)(a)). The recommended construction drive standards are **3 to 6 inch rock 12" deep of sufficient length to reach the foundation or 50 feet in length**. Another possible solution, that will ultimately reduce costs of cleanup and rock replacement, is to use a geotextile liner as a separation barrier to prevent the underlying soils from contaminating the rock.

Inlet Protection: There were on stormwater inlets on the site or in the nearby paved public roadway. Proper inlet protection (Type FF Geotextile Fabric) is required to be installed on inlets that discharge to waters of the state as per the Wisconsin DNR Technical Standard (1060) Storm Drain Inlet Protection for Construction Sites [[PDF 379KB](#)].

STOCKPILES EXISTING FOR MORE THAN 7 DAYS: The site contained an active soil stockpile. The pile was protected by silt fence that was properly installed and maintained.

SOLUTIONS: Silt fence, silt socks, bale barriers or vegetative buffers installed in accordance with WDNR Technical Standard (1056, 1055, and 1054, respectively) can provide protection of soil stockpiles at construction sites. Erosion control matting, tarping or the establishment of vegetation can all be used as means of stockpile protection. Properly installed silt sock products can also be used as an effective means of stockpile protection.

WEIGHTED EROSION AND SEDIMENT CONTROL AUDIT SCORE (UDC): 0.84

Maximum Average Weighted Score = 1.0

Erosion control is to be addressed the same as any other portion of the UDC.

A municipality that has adopted the UDC is required to enforce the erosion control rules on construction sites of one or two family homes. SPS 320.10 (3)(b) establishes that erosion control inspections shall be performed concurrently with all other required construction inspections. Inspection records lacked any notation regarding the condition of the erosion and sediment control installed (or not installed) on the sites.

Language in the UDC provides municipalities with specific enforcement authority regarding erosion and sediment control requirements.

SPS 320.10 (4) establishes authority in the UDC for issuance of compliance and non-compliance orders. It also provides the following language regarding the issuance of stop work orders:

Pursuant to s. 101.653 (7) (b), Stats., the department, a municipality or the designated UDC inspection agency may issue a special order directing an immediate cessation of construction work on other aspects of the dwelling until compliance with the erosion and sediment control provisions under s. SPS 321.125 is attained. Construction work may resume once the erosion and sediment control compliance corrections are completed.

Additionally: Wisconsin Statutes state violators of the UDC may be fined not less than \$25 nor more than \$500 for each violation. Each day that such violation continues constitutes a separate offense.

The department recommends the following areas for improvement:

- **Inspection notes should be taken and records kept regarding the condition of the erosion and sediment control measures observed at sites during each of the inspector's various site visits. Example: If all of the erosion control measures are installed and maintained properly at the time of inspection, this should be noted as well as any failures or shortcomings. If corrections are needed, this should be noted as well and conveyed to the builder along with the specific time frame allowed for compliance.**
- **Provide enforcement of the basic mandated practices established in SPS 321.125 with special attention made regarding the use of code compliant silt fence materials, and stone tracking pads**
- **Efforts need to be made to ensure that erosion and sediment measures are installed on construction sites prior to land disturbing activities.**
- **Attention should also be made to ensure that proper and timely maintenance of the erosion control practices are carried out.**
- **Particular attention should be placed on sites located directly on a waterbody or drainageway that discharges to a waterbody. Storm sewers that discharge to waters of the state are treated the same for this purpose.**

CONCLUSION: The audit report reflects a relatively random sample of site conditions found at a given time. The conditions described in the audit were typical of residential construction sites located in urban/suburban developments. Due to the limited number of active residential sites in the city at the time of the audit, this single site provided the measure for review of the inspection/enforcement of the erosion and sediment control rules by the city. By this measure, it appears that there is a high level of awareness and enforcement of this portion of the UDC on the part of the city's building inspection department.

I'd like to take this opportunity to thank Mr. Vander Weele and other city staff for taking the time to assist the department in this audit. This audit is part of an overall effort on the department's behalf to raise the statewide bar on the expectations for enforcement of the erosion control rules on residential construction sites. We look forward to working together with Mr. Vander Weele and the City of Sheboygan in the future to maintain and improve the administration and enforcement of the UDC building inspection program.

Sincerely,



Lenny Kanter

**Engineering Consultant
Uniform Dwelling Code
Division of Industry Services
Wisconsin Department of Safety and Professional Services**

608-261-6541 office
608-225-1855 cell

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred R. C. No. 350-12-13 and R. C. No. 337-12-13 by Law and Licensing and pursuant to R. O. No. 203-12-13 by the City Clerk, various license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #6744 be granted contingent upon the application being corrected and with a warning to include all violations on future applications.

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

6.7

R. C. No. 350 - 12 - 13. By LAW AND LICENSING. February 4, 2013.

Your Committee to whom was referred R. C. No. 337-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #6744 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity and his failure to cooperate with the Committee.

~~Re-Refer to L.A. Committee~~
All eyes
grant Bev. Op. #6744

Julie Kath

Scott Lewandowski

Susan J. Lussana

Committee.

20

III

Wednesday, Oct 11

Wednesday, Oct 11

III

5.3

R. C. No. 337 - 12 - 13. By LAW AND LICENSING. January 21, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 203-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #6744 be denied based upon his failure to accurately reveal all relevant convictions on his Beverage Operator's License application, his record of violations related to the licensed activity, and his failure to cooperate with the committee.

*re-refer to
Lx Ls
all eyes
deny*

Susan J. Gussard
Julie Kath
Scott Lewandowski

Jodi VanderWee

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

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III

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VIII

R. C. No. - 12 - 13. By PUBLIC WORKS. February 18, 2013.

Your Committee to whom was referred Res. No. 130-12-13 by Alderperson Heidemann authorizing advertising for bids for the 2013 Concrete Sidewalk Program; 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

4.4

Res. No. 130 12 - 13. By Alderperson Heidemann January 21, 2013.

A RESOLUTION authorizing advertising for bids for the 2013 Concrete Sidewalk Program.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13 (3), Wisconsin Stats, for the 2013 Concrete Sidewalk Program aforementioned, according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

*P.W.
Approve.*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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III

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Res. No. - 12 - 13 . By Alderperson Donohue. February 18, 2013.

A RESOLUTION for "Guiding Principles" for the Mayor of the City of Sheboygan.

WHEREAS, the Common Council created the position of Chief Administrative Officer to be responsible for the day to day operation of city in October 2011, and

WHEREAS, the Chief Administrative Officer's job description has been developed and subsequently modified to clarify the CAO's job responsibilities, and

WHEREAS, since Mayor Van Akkeren was elected in February, 2012, important questions have arisen about the Mayor's job responsibilities and authority with respect to the Chief Administrative Officer's job description, and

WHEREAS, resolution of those questions is vital to the smooth and efficient operation of city government, and

WHEREAS, the Common Council, meeting as the Committee of the Whole, has discussed the value of articulating "Guiding Principles" for the Mayor's position as a means of resolving said questions, and

WHEREAS, those Guiding Principles, by agreement of the Committee of the Whole, provide as follows:

1. Statutory duties and authority:

- a) The Mayor is the chief executive officer of the City;
- b) The Mayor is a member of the Common Council, presides at its meetings and may vote on business before the Council in the event of a tie vote. The mayor may veto actions of the Common Council;
- c) The Mayor ensures that city ordinances and state laws are observed and enforced and that all city officers and employees discharge their duties.
- d) The Mayor is the head of the fire and police departments;
- e) The Mayor may appoint security personnel to serve without pay, and, in case of riot or other emergency, appoint as many special police officers as may be necessary.

2. One of the Mayor's most important jobs is supporting and facilitating economic growth within the City. The Mayor actively works with economic development organizations in the City and County such as the Sheboygan County Chamber of Commerce and Sheboygan Economic

Development Corporation, as well as other local, state and national organizations, to attract new businesses and good jobs to the City. The Mayor is an active and enthusiastic representative for the City's best economic interests.

3. The Mayor is the City's "good will ambassador" and the face of city government. The Mayor spends significant time meeting with concerned citizens and addressing constituent questions. S/he participates in community activities and events (e.g. parades, festivals, events and ceremonies) which enhance the visibility and economic wellbeing of the City.
4. The Mayor may speak as the voice of city government with respect to legislative matters at a regional and state level, with the advice and consent of the Common Council.
5. The Mayor works in a cooperative manner with other local units of government to advance the City's interests.
6. The Mayor delivers an annual "State of the City" address to the Common Council at its first regular meeting of each session. The Mayor's vision for the City is a key element of the address and sets out the hopes and expectations for the Mayor, the Common Council and all elements of city government to make sure that Sheboygan is a great place to live, work and raise a family.
7. The Mayor provides input and cooperates with the Chief Administrative Officer, department heads and alderpersons in developing the City's annual budget.
8. While the Chief Administrative Officer is responsible for the supervision and work performance of department heads, the Mayor may provide observations and feedback about such work performance to the Chief Administrative Officer.
9. The Mayor and the Chief Administrative Officer understand and support the need for each to work cooperatively with the other to ensure that the best interests of the City are always of primary importance.
10. The Mayor makes all required and necessary appointments to special and standing committees of the Council and all other boards and commissions as required by statute. To the extent allowed by statute, the Mayor may serve on boards and commissions as needed.
11. The Mayor provides input and cooperates with the Chief Administrative Officer, department heads and alderpersons to develop and implement short and long term strategic plans for the City.

12. The Mayor will conduct him/herself in a professional manner both inside and outside of City Hall.

NOW, THEREFORE BE IT RESOLVED: That the Common Council adopts these Guiding Principles for the Mayor 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



R. C. No. _____ - 12 - 13. By FINANCE. February 18, 2013.

Your Committee to whom was referred Res. No. 136-12-13 by Alderperson Hammond authorizing entering into an amendment to the Participation Agreement for Eisner Avenue Reconstruction Project; 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

5.4

Res. No. 136 - 12 - 13. By Alderperson Hammond. February 4, 2013.

A RESOLUTION authorizing entering into an amendment to the Participation Agreement for the Eisner Avenue Reconstruction Project.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Amendment to Participation Agreement for the Eisner Avenue Reconstruction Project, in form substantially similar to the attached.

*Finance
approve.*



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AMENDMENT TO PARTICIPATION AGREEMENT
EISNER AVENUE RECONSTRUCTION PROJECT

THIS AMENDMENT is made by and between the CITY OF SHEBOYGAN, a municipal corporation of the State of Wisconsin (the "City"), and the TOWN OF SHEBOYGAN, a body corporate and politic of the State of Wisconsin (the "Town"), collectively, the "Parties".

RECITALS

A. The Parties entered into a Participation Agreement dated February 16, 2010 (the "Agreement"), wherein the Town agreed to participate and contribute financially in the Eisner Avenue Reconstruction Project in an amount not to exceed \$350,000.

B. The Parties at the time contemplated reconstruction to begin in 2011, and called for the Town's share to be payable in ten annual installments beginning at the same time that City property owners were required to begin paying their special assessments for the reconstruction work, but not later than March 31, 2013.

C. Given that the Project has taken longer to reach the point of actual reconstruction than originally contemplated, the Parties are willing to amend the Town's payment schedule so as to begin no later than March 31, 2015.

NOW, THEREFORE, in consideration of the Recitals herein set forth, and the agreement set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Participation Agreement-Eisner Avenue Reconstruction Project as follows:

1. The date of March 31, 2013, set forth at the end of the first sentence of Paragraph Number 3 of the Agreement shall be amended to read "March 31, 2015."

Except as otherwise specifically set forth herein, all other terms and conditions of the Participation Agreement-Eisner Avenue Reconstruction Project remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned, acting pursuant to the enabling resolution adopted by their respective governing body, have subscribed this Amendment on the dates set forth.

CITY OF SHEBOYGAN

TOWN OF SHEBOYGAN

By: _____
Terry Van Akkeren
Mayor

By: _____
Daniel Hein
Town Chairman

Date: _____

Date: _____

ATTEST:

ATTEST:

Susan Richards
City Clerk

Cathy Conrad
Town Clerk

Date: _____

Date: _____

VIII

R. C. No. _____ - 12 - 13. By PUBLIC PROTECTION AND SAFETY. February 18, 2013.

Your Committee to whom was referred the following:

1. R. O. No. 268-12-13 by the Purchasing Agent submitting bid results for the purchase of two Model Jeep Patriot four door, front wheel drive vehicles for the Police Department; and
2. Res. No. 137-12-13 by Alderperson Van Akkeren authorizing entering into contract for the purchase of (2) 2014 Model fuel efficient four to five passenger administrative vehicles for the Police Department;

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

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.5

Res. No. 137 - 12 - 13. By Alderperson Van Akkeren. February 4, 2013.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (2) 2014 Model fuel efficient four to five passenger administrative vehicles for the Sheboygan Police Department.

WHEREAS: The Sheboygan Police Department is in need of two smaller, fuel efficient vehicles to be used by the VIPS (Volunteers in Public Service) personnel as well as departmental employees required to travel for training opportunities and;

WHEREAS: The personnel assigned to these duties require a vehicle capable of accommodating up to five persons as well as luggage and equipment and;

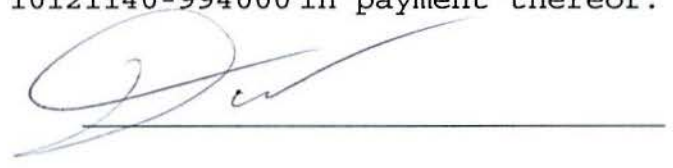
WHEREAS: the vehicles currently used for this purpose are generally larger, former patrol or CID Vehicles that are typically less fuel efficient and comfortable for a wide range of drivers and equipped with Front wheel Drive and:

WHEREAS: The purchase of these vehicles is included in the 2013 budget and bids were solicited and received for the purchase.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Sheboygan Dodge, Chrysler Jeep for the purchase of the vehicle(s) described above at a cost of \$17,256.56 each including license and title fees;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from Account 10121140-994000 in payment thereof.

PPS. approve.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. , Mayor

II

4.13

R. O. No. 268 - 12 - 13. By PURCHASING AGENT. February 4, 2013.

Submitting a report detailing the bid results for the purchase of (2) 2013 or 2014 Model Jeep Patriot four door, front wheel drive vehicles equipped with fuel efficient drivetrains. Bids received in response to request #1734-13 can be summarized as follows:

Dealer	Vehicle # 1	Vehicle # 2	Lead Time # 1	Lead Time #2
Russ Darrow West Bend	\$18,507.00 2013 Model	\$ 18,507.00 2013 Model	3 days	3 Days
5 Corners Dodge Jeep Cedarburg	\$ 18,684.00 2013 Model	\$ 18,684.00 2013 Model	20 Days	20 Days
Sheboygan Chrysler Dodge Jeep	\$ 17,256.56 2014 Model	\$ 17,256.56 2014 Model	60-90 days	60-90 days
Ewald Automotive Oconomowoc	\$ 17,120.00 2014 Model	\$17,120.00 2014 Model	60-90 days	60-90 days

While the vehicles from Ewald Automotive meet all of the specifications and are the lowest in cost, the recommendation is to award the bid to Sheboygan Chrysler Dodge and Jeep of Sheboygan as endorsed by Chief of Police Christopher Domagalski.

*PP4B.
acc file
& approve.*

Respectfully submitted,

Bernard R. Rammer
Purchasing Agent

VIII

R. C. No. - 12 - 13. By PUBLIC WORKS. February 18, 2013.

Your Committee to whom was referred Res. No. 138-12-13 by Alderperson Heidemann authorizing advertising for bids for the resurfacing of Erie Ave. from N. 14th 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

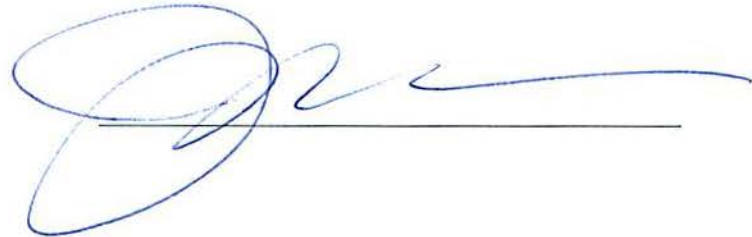
5.6

Res. No. 138 12 - 13. By Alderperson Heidemann. February 4, 2013.

A RESOLUTION authorizing advertising for bids for the resurfacing of Erie Ave. from N. 14th St. to N. 8th St.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the resurfacing of Erie Avenue from N. 14th St. to N. 8th St., according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

*Proves.
approve*



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. *Terry Smith*, Mayor

2.2



361

I

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

Submitting a communication from Andrea Yakich regarding her concerns over the accidents that have occurred at the corner of 1002 Mead Ave.

Presented to the Common Council by Alderperson _____
Heidemann

Richards, Sue

From: Alderperson Joseph Heidemann
Sent: Monday, February 11, 2013 2:38 PM
To: Richards, Sue
Subject: FW: 4 way stop on 10th & mead ave.

Sue,

Please make sure this gets to our next Council meeting. Thank you. Also she will be notified when it come to committee?

Joe Heidemann

From: Ayakich [ayakich81@gmail.com]
Sent: Monday, February 11, 2013 1:35 PM
To: Alderperson Joseph Heidemann
Subject: 4 way stop on 10th & mead ave.

Mr. Heidemann or whom it may concern,

My name is Andrea Yakich, I live at 1002 mead ave. I've lived at this address for just over 3 years now, and my concern is the accidents that have occurred on this corner. I can recall at least three accidents within this time, plus multiple occasions of people running the stop sign just missing a bad crash. The latest accident occurred last week, and one driver was taken by ambulance! I would like to see a four way stop, with stop ahead signs. With having the church, and the park, there are always a lot of cars and children crossing street. I hope I never have to witness a fatal crash while at my home. Please help make our neighborhood safe.

If there is anything I need to do, please feel free to contact me via email, or phone (920)627-2278

Thank you,
Andrea Yakich

Sent from my iPad

Wednesday, February 6, 2013

To: Public Safety and Protection:

Since late fall 2011 with the "reopening" of South 18th Street between Washington Avenue and Camelot Blvd., there have been at least 6 accidents. Some have been reported and some have not been reported, with one accident leaving someone seriously injured.

Something needs to be done!!! Since South 18th Street has opened through to Sunnyside years ago, South 18th Street has become a SPEEDWAY!! It is especially bad when people are traveling south on 18th Street. People come speeding over the railroad tracks and this is where trouble starts. With the tracks now more elevated and with the curve in the road to the right and then to the left before Greenfield Ave., South 18th Street has become very dangerous, especially since the road is much more narrow. I refuse to park my vehicles any longer on the Westside of the street. I have had one car totaled and would have had another totaled if I had not been parked in the driveway when a young man came flying south down 18th Street. There have been many more near "accidents" aside from these two.

Something needs to be done!!! Stop signs at the railroad tracks, speed bumps, more police presence. Why must we wait until more damage is done to our homes, or worse yet someone gets killed.

Sincerely,

**Neal Neese
3616 S. 18th Street
920-452-6187**

I

Com. No. _____ - 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 _____
Bohren



From the desk of...

Alderman James A. (Jim) Bohren

City of Sheboygan, WI

8th District, Wards ~~23 and 8~~ 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."

I

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

Submitting a communication from Alderperson Van Akkeren requesting a review of 2012 Fund Balances in accordance with Res. No. 44-12-13 by Alderperson Hammond, which was passed by the Common Council on August 6, 2012.

Presented to the Common Council by Alderperson _____
Van Akkeren

Richards, Sue

From: Alderperson David Van Akkeren
Sent: Wednesday, February 13, 2013 1:56 PM
To: Richards, Sue
Subject: Council Document request

Hi Sue, I would like to request an addition to the upcoming council agenda. I would like to request a review of 2012 Fund balances in accordance with Res. No. 44-12-13 by Alderperson Hammond, which was passed by council on Aug 6th. I would request that this be referred to Strategic Fiscal Planning which is meeting next week. Thank you for the help.

Ald. Dave Van Akkeren



R. O. No. - 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.

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

II

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

Submitting a communication from Tylor Thompson requesting a waiver from the Sex Offender Residency restrictions in order to live at a TLP at 930A Michigan or 1123/1125 N. 14th St. depending on availability.



City Clerk

Date 02/11/2013

My name is Tylor Thompson.


I am requesting a waiver to the Sexual Residency Requirements so I may live at DOC TLP pending availability
930 A Michigan / ¹¹²³1125 N 14th Street

Signature Angel Gray on Mr. Thompson's behalf
Phone No 920.459.6592

II

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

Submitting a Dismissal Order dated January 31, 2013 in the matter of U.S. Bank National Association vs. Estate of Barbara J. Janke, et al., along with Affidavits of Service.



City Clerk

**B P Blommer
P Peterman**
ILLINOIS INDIANA WISCONSIN

165 Bishops Way, Suite 100 Brookfield, Wisconsin 53005
262-790-5719 Fax 262-790-5721
www.blommerpeterman.com

February 6, 2013

Honorable Timothy M. Van Akkeren
Sheboygan County Courthouse
615 N. 6th Street
Sheboygan, WI 53081-4692

RE: U.S. Bank National Association v. Estate of Barbara J. Janke, et al.
Case No. 12 CV 724

Dear Judge Van Akkeren:

Our office received a Dismissal Order dated January 31, 2013. Enclosed please find the Affidavits of Service that we request be filed in the above referenced action.

We are currently attempting to obtain the necessary documents from our client and intend to move for Summary Judgment once all the documents are received. We respectfully request that the dismissal order not take effect and that this case remain open.

If there are any questions or concerns, please do not hesitate to contact my office.

Thank you for your courtesies.

Very Truly Yours,



Alyssa A. Johnson

Enclosures

CC: All Named Defendants

**Blommer Peterman S. C. is the creditor's attorney and is attempting to collect a debt on its behalf.
Any information obtained will be used for that purpose.**

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

Scanned & sent 2/8/13



Schumacher Attorney Services LLC
Brookfield, WI.

Affidavit of Service

Re: U.S. Bank National Association vs. Estate of Barbara J. Janke, et al.


Authenticated Summons and Complaint and Mediation Request Form served to:
Estate of Barbara J. Janke
616 Bluff Avenue
Sheboygan, WI. 53083

State of Wisconsin
County of Sheboygan

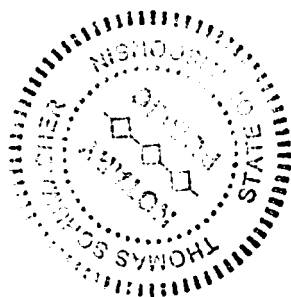
Case No: 12CV 724

I, the undersigned, am an adult resident of the state of Wisconsin, not a party to this action, being duly sworn under oath, do hereby depose and state that on August 28th, 2012, at 6:37 P.M., I served Penny L. Prue with an Authenticated Summons and Complaint and Mediation Request Form, and endorsed my name, official title, date, and time on said copy. Roberta J. Stahl is a white female, approximate height, 5' 2", and she stated she is not in the Military.

Penny L. Prue answered the door at her home address of 616 Bluff Avenue, Sheboygan. The house is a two story with green siding and white trim. There was a Ford with a license number of E6318T on the street in front of the house. Penny L. Prue is a Personal Representative for the Estate of Barbara J. Janke.

Attempts:						
Date (s):	8/25/12	8/27/12	8/28/12	_____	_____	_____
Time (s):	11:40	10:02	6:37	_____	_____	_____
	AM/PM	AM/PM	AM/PM	AM/PM	AM/PM	AM/PM
Scott St. George						8-29-12
(Process server name)				(Process Server Signature)		(Date signed)

Subscribed and sworn to, and before me this 29th day of August, 2012.
State of Wisconsin County of Waukesha



Notary Public, State of Wisconsin

My commission expires:
10/11/2015

Fee for service: \$ 60.00
Schumacher Attorney Services LLC

Schumacher Attorney Services LLC
Brookfield, WI
Affidavit of Non-Service

Re: U.S. Bank National Association vs. Estate of Barbara J. Janke, et al.

Authenticated Summons and Complaint and Mediation Request Form **not** served to:
Unknown Spouse of:
Barbara J. Janke
616 Bluff Avenue
Sheboygan, WI. 53083

State of Wisconsin
County of Sheboygan

Case No: 12CV 724

I, the undersigned, am an adult resident of the state of Wisconsin, not a party to this action, being duly sworn under oath, do hereby depose and state that I **attempted to serve the unknown spouse of Barbara J. Janke** with an Authenticated Summons and Complaint and Mediation Request Form.

While serving Penny L. Prue, she stated that Barbara J. Janke was not married at the time of her death.

Attempts:					
Date (s):	<u>8/25/12</u>	<u>8/27/12</u>	<u>8/28/12</u>	_____	_____
Time (s):	<u>11:40</u>	<u>10:02</u>	<u>6:37</u>	_____	_____
	<u>AM/PM</u>	<u>AM/PM</u>	<u>AM/PM</u>	<u>AM/PM</u>	<u>AM/PM</u>

Scott St. George
(Process server name)


(Process Server Signature)

8-29-12
(Date signed)

Subscribed and sworn to, and before me this 29th day of August, 2012.
State of Wisconsin County of Waukesha



Notary Public, State of Wisconsin

My commission expires:
10/11/2015

Fee for service: \$ 25.00
Schumacher Attorney Services LLC



Schumacher Attorney Services, LLC
Brookfield, WI.

Affidavit of Non-Service

Re: U.S. Bank National Association vs. Estate of Barbara J. Janke, et al.

Authenticated Summons and Complaint and Mediation Request Form not served to:
Unknown Tenants at:
1922 North 22nd Street
Sheboygan, WI. 53081

State of Wisconsin
County of Sheboygan

Case No: 12CV 606

I, the undersigned, am an adult resident of the state of Wisconsin, not a party to this action, being duly sworn under oath, do hereby depose and state that I attempted to serve the tenants at 1922 North 22nd Street, Sheboygan, with an Authenticated Summons and Complaint and Mediation Request Form.

I visited the property at 1922 North 22nd Street, Sheboygan for the first time on August 25th, 2012. The house is a two story stone and beige and brown siding with brown trim. I made two more attempts without contacting the tenants.

Attempts:
Date (s): 8/25/12 8/27/12 8/28/12 _____

Time (s): 11:31 10:11 7:03 _____
AM/PM AM/PM AM/PM AM/PM AM/PM AM/PM

Scott St. George
(Process server name)

Scott St. George
(Process Server Signature)

8-29-12
(Date signed)

Subscribed and sworn to, and before me this 29th day of August, 2012.
State of Wisconsin County of Waukesha

[Signature]
Notary Public, State of Wisconsin

My commission expires:

10/11/2015

Fee for service: \$ 60.00
Schumacher Attorney Services LLC



Schumacher Attorney Services LLC
Brookfield, WI

Affidavit of Service

Re: U.S. Bank National Association vs. Estate of Barbara J. Janke, et al.

**Authenticated Summons and Complaint and Mediation Request Form served to:
City of Sheboygan
828 Center Avenue
Sheboygan, WI. 53081**

State of Wisconsin
County of Sheboygan

Case No: 12CV 724

I, the undersigned, am an adult resident of the state of Wisconsin, not a party to this action, being duly sworn under oath, do hereby depose and state that on **August 27th, 2012, at 9:53 A.M., I served Susan Richards with an Authenticated Summons and Complaint and Mediation Request Form. Susan Richards stated she is authorized to accept the Summons and Complaint.**

Susan Richards stated she is the City Clerk for the City of Sheboygan.

Attempts:

Date (s): 8/27/12 _____

Time (s): 9:53
AM/PM AM/PM AM/PM AM/PM AM/PM

Scott St. George
(Process server name)

Scott St. George
(Process Server Signature)

8-29-12
(Date signed)

Subscribed and sworn to, and before me this 29th day of August, 2012.
State of Wisconsin County of Waukesha

[Signature]
Notary Public, State of Wisconsin

My commission expires:

10/11/2015

Fee for service: \$ 60.00
Schumacher Attorney Services LLC



II

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

Submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Bradley L. Eckwielen et al.



City Clerk

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY
U.S. BANK NATIONAL ASSOCIATION, CASE NO. **13CV0094**
4801 Frederica Street FORECLOSURE CASE CODE - 30404
Owensboro, Kentucky 42301

Plaintiff,

vs.

SUMMONS

CIRCUIT COURT BRANCH #2
TIMOTHY M VAN AKKEREN
615 N SIXTH STREET
SHEBOYGAN WI 53081

BRADLEY L. ECKWIELEN
409 South 11th Street
Oostburg, Wisconsin 53070

WENDY S. ECKWIELEN
409 South 11th Street
Oostburg, Wisconsin 53070

U.S. BANK NATIONAL ASSOCIATION, ND
c/o Officer and/or Agent
4325 17th Avenue, Southwest
Fargo, North Dakota 58103

CITY OF SHEBOYGAN
c/o City Attorney
828 Center Avenue, Suite 304
Sheboygan, Wisconsin 53081

PROCESS SERVER *Patty M*
TIME 9:50 A.M. DATE 2/5/13
SERVED UPON & ADDRESS Linda Schroeder
828 Center Ave, Sheboygan
 PERSONAL SUBSTITUTE
 POSTED CORPORATE

SHEBOYGAN COUNTY
WISCONSIN
13 JAN 30 P1:15
CLERK CIRCUIT COURT
FILED

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit of other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days* of receiving this Summons, 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 requirements of the statutes. The answer must be sent or delivered to the Clerk of Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, 1st Floor South, Sheboygan, WI 53081 and to Kohner, Mann & Kailas, S.C., Plaintiff's attorneys, whose address is 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days* of receiving this Summons, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Scanned 2/7/13 sent to - ATTY's Office, Jim Arnold, Nancy Buss, Laurie Sutherly, Barb Olm

1971

SHROYER, BOB
318 N. S. ...
MEMPHIS, TENN.

OTERBY

13

(*Forty-five (45) days if you are the State of Wisconsin or an insurance company; or sixty (60) days if you are the United States of America.)

Dated this 28th day of January, 2013.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY: _____

Janine L. Collette – 1063934

jcollette@kmksc.com

Christopher C. Shattuck – 1078900

cshattuck@kmksc.com

Post Office Address:

Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT NO. 12402543Z

REQUIREMENTS

Schedule B-I

The following are the requirements to be complied with:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Payment in full of all premiums, charges and fees billed in connection with this commitment and all amendments and endorsements thereto, if any.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
5. Instruments in insurable form which must be executed, delivered, and duly filed for record.

A. Sheriff's Deed by the Sheriff of Sheboygan County to a Purchaser at Sheriff's Sale.

6. Mortgage from Bradley L. Eckwielen and Wendy S. Eckwielen, husband and wife, to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for U.S. Bank N.A. for \$135,000.00, executed on July 15, 2004 and recorded in the Register of Deeds Office for Sheboygan County, Wisconsin on July 15, 2004 as Document No. 1739571.

An action to foreclose the above described mortgage shall be commenced and duly prosecuted to judgment, sheriff's sale and confirmation. All persons and entities having any interest subordinate to said mortgage and who are necessary parties shall be named as parties defendant. Although this commitment does not assure the validity, enforceability or priority of said mortgage, the following are the only liens and encumbrances against, and conveyances by the mortgagor which have become a matter of record since the date on which said mortgage was recorded:

(a) Mortgage from Bradley L. Eckwielen and Wendy S. Eckwielen, husband and wife, to U.S. Bank, National Association N.D. for \$17,514.57 dated August 10, 2006 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on September 1, 2006 as Document No. 1807373.

(b) Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on July 23, 2012, Case No. 12TJ114, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Bradley Eckwielen, 409 S 11th St, Oostburg, WI 53070, debtor, in the sum of \$1,637.00

(c) Judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on July 23, 2012, Case No. 12TJ113, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Bradley Eckwielen, 409 S 11th St, Oostburg, WI 53070, debtor, in the sum of \$2,075.35.

7. The amount of insurance stated in Schedule "A" has been denominated \$15,000.00 at the request of the applicant for this Commitment. Therefore, the liability of the Company by reason of this Commitment shall in no case exceed \$15,000.00, and the Company is not obligated to increase said amount of insurance, except as agreed to in writing by endorsement to this Commitment.

NOTE: All documents to be recorded must conform with 1996 Wisconsin Act 110. This Act regulates, among other things, paper size, document margins, and INK COLOR. Only signatures may be in blue ink. All other printing must be black or red. Land Title Services, Inc. will NOT be responsible for losses which may occur if these requirements are not met.

Enclosed is an additional copy of the legal description. This is provided for your use as an addendum to documents, if needed.

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

1. Kohner, Mann & Kailas, S.C. is a debt collector and the attached Complaint and this Notice are an attempt to collect a debt. Any information you provide to Kohner, Mann & Kailas, S.C. will be used for that purpose.
2. This Notice pertains to your dealings with Kohner, Mann & Kailas, S.C., 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 Kohner, Mann & Kailas, S.C., and you must follow its instructions even if you dispute the validity or amount of the debt. The information in this Notice also does not affect my firm's relations with the court. As lawyers, Kohner, Mann & Kailas, S.C. may file papers in the suit according to the court's rules and the judge's instructions.
3. The amount of the debt is stated in the Complaint attached hereto. Because of interest, late charges, attorneys' fees and other charges, that may vary from day-to-day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown in the Complaint, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing your check. For further information, write our firm at the address set forth below or call our firm at (414) 962-5110.
4. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.
5. The debt described in the Complaint attached hereto will be assumed to be valid by Kohner, Mann & Kailas, S.C., unless you, within 30 days after the receipt of this notice, dispute the validity of the debt or some portion thereof.
6. If you notify Kohner, Mann & Kailas, S.C. in writing within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, Kohner, Mann & Kailas, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to you by Kohner, Mann & Kailas, S.C.
7. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a request to Kohner, Mann & Kailas, S.C. within the 30 days from the receipt of this notice, the name and address of the original creditor will be mailed to you by Kohner, Mann & Kailas, S.C.
8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.
9. Written requests should be addressed to Kohner, Mann & Kailas, S.C.,
4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059.

U.S. BANK NATIONAL ASSOCIATION,
4801 Frederica Street
Owensboro, Kentucky 42301

CASE NO. **13CV0094**
FORECLOSURE CASE CODE - 30404

Plaintiff,
vs.

COMPLAINT

BRADLEY L. ECKWIELEN
409 South 11th Street
Oostburg, Wisconsin 53070

WENDY S. ECKWIELEN
409 South 11th Street
Oostburg, Wisconsin 53070

U.S. BANK NATIONAL ASSOCIATION, ND
c/o Officer and/or Agent
4325 17th Avenue, Southwest
Fargo, North Dakota 58103

CITY OF SHEBOYGAN
c/o City Attorney
828 Center Avenue, Suite 304
Sheboygan, Wisconsin 53081

SHEBOYGAN COUNTY
WISCONSIN
13 JAN 30 P 1:15
CLERK-CIRCUIT COURT
FILED

Defendants.

THE AMOUNT CLAIMED EXCEEDS \$10,000.00.

Now comes the Plaintiff, by Kohner, Mann & Kailas, S.C., its attorneys, and alleges as follows:

1. Plaintiff, U.S. BANK NATIONAL ASSOCIATION, is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of business located at 4801 Frederica Street, Owensboro, Kentucky 42301, and is engaged in the business of banking, lending and related activities (hereinafter "Plaintiff").
2. Defendant, BRADLEY L. ECKWIELEN, is a competent adult who resides at 409 South 11th Street, Oostburg, Wisconsin 53070 (hereinafter Borrower).
3. Defendant, WENDY S. ECKWIELEN, is a competent adult who resides at 409 South 11th Street, Oostburg, Wisconsin 53070 (hereinafter Borrower).
4. Defendant, U.S. BANK NATIONAL ASSOCIATION, ND, is a national banking association with its principal place of business and agent for service of process located at 4325 17th Avenue Southwest, Fargo, North Dakota 58103.

5. Defendant, CITY OF SHEBOYGAN, is a municipal corporation of the State of Wisconsin, a sovereign entity and body politic, and its agent for service of process is located at 828 Center Avenue, Suite 304, Sheboygan, Wisconsin 53081.
6. Borrower(s) executed and delivered a Note and Purchase Money Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Mortgage was recorded in the Office of the Register of Deeds for this County on 7/15/2004 as Document No. 1739571. Plaintiff is the owner and holder of the Note and Mortgage.
7. Mortgage Electronic Registration Systems, Inc., acting solely as nominee for U.S. Bank National Association assigned the Mortgage to Plaintiff by an assignment dated 12/11/2012 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on 12/14/2012 as Document No. 1958764. A copy of the assignment is attached as an Exhibit.
8. Borrower(s) defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due.
9. The unpaid balance due under the Note and Purchase Money Mortgage is immediately due and payable.
10. Due written notice of default was provided to the Borrower(s) under the terms and conditions of the Note and Purchase Money Mortgage.
11. As of 1/24/2013, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	\$114,787.43
Accrued Interest	2,408.03
Other Fees	405.00
Escrow Advance	3,675.77
Late Charges	654.59
Corporate Advance	30.00
Attorneys' Fees	1,150.00
Attorneys' Costs	710.00

TOTAL

\$123,820.82

*Interest varies and continues to accrue at the rate of \$9.04 per diem after 1/24/2013.

12. The mortgaged property is a **one-to-four family**, owner occupied residence at the commencement of the foreclosure action, located at 409 S 11 Street, Oostburg, Wisconsin 53070. The Property cannot be sold in parcels without injury to the interests of the parties.

13. The following Defendants may claim some lien or interest in and to the mortgaged Premises, but that any such claim, lien, or interest is junior and subordinate to Plaintiff's mortgage, provided, however, such lien is subject to the rights of the United States of America under applicable Federal law:

- (a) Defendant U.S. Bank National Association, ND, by virtue of a mortgage from Bradley L. Eckwielen and Wendy S. Eckwielen, husband and wife, to U.S. Bank, National Association N.D. for \$17,514.57 dated August 10, 2006 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on September 1, 2006 as Document No. 1807373.
- (b) Defendant City of Sheboygan, by virtue of a judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on July 23, 2012, Case No. 12TJ114, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Bradley Eckwielen, 409 S 11th St, Oostburg, WI 53070, debtor, in the sum of \$1,637.00
- (c) Defendant City of Sheboygan, by virtue of a judgment docketed in the Circuit Court for Sheboygan County, Wisconsin, on July 23, 2012, Case No. 12TJ113, in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, vs. Bradley Eckwielen, 409 S 11th St, Oostburg, WI 53070, debtor, in the sum of \$2,075.35.

14. Pursuant to Section 846.101, Wis. Stats, and the provisions contained in the Mortgage, **Plaintiff waives a deficiency judgment for any amount borrowers may owe after sale of the property.**

Borrowers shall be entitled to possession and any rents, issues, and profits from the property until confirmation of sale by the Court unless Borrowers abandon the Premises. Plaintiff agrees to accept sale of the property after the expiration of **six (6) months** from entry date of judgment.

15. Our firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. See "Notice Required by the Fair Debt Collection Practices Act" attached to Summons.

WHEREFORE, Plaintiff demands judgment as follows:

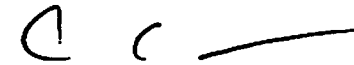
1. For foreclosure and sale of the mortgaged property in accordance with the above demand; Plaintiff agrees to accept sale of the property after the expiration of six (6) months from the date of entry of judgment.

2. If Borrower(s) or their assigns abandon the property, for sale of the subject property after the expiration of five (5) weeks from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

3. That the Borrower(s), 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 28th day of January, 2013.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY:

Janine L. Collette – 1063934

jcollette@kmksc.com

Christopher C. Shattuck – 1078900

cshattuck@kmksc.com

Post Office Address:

Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725



ADJUSTABLE RATE NOTE

(1 Year Treasury 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.

JULY 15, 2004
[Date]

SHEBOYGAN
[City]

WISCONSIN
[State]

409 S 11 STREET, OOSTBURG, WISCONSIN 53070
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 135,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is
U.S. BANK N.A.

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 5.500 %. The interest rate I will pay will 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 payment on the first day of each month beginning on SEPTEMBER 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 AUGUST 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 4801 FREDERICA STREET
OWENSBORO, KY 42301

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. \$ 766.52 . 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.

WISCONSIN ADJUSTABLE RATE NOTE - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Fannie Mae 4-2/5-2/6-2 ARM

 -822N(WI) (0009)

Form 3502.50 1/01

VMP MORTGAGE FORMS - (600)521-7291



4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **AUGUST 2009**, and on that day every 12th 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 weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which 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 **TWO AND THREE-QUARTERS** percentage points (**2.750** %) 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 **7.500** % or less than **3.500** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.500** %.

(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.

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 a 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 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.

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 **5.000** % 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 when 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 immediately 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,

[Handwritten initials]

protects the Note Holder from possible losses which might result if I do not keep the promises which 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:

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.



BRADLEY L. ECKWIELEN

(Seal)

-Borrower

_____ (Seal)

-Borrower



WENDY S. ECKWIELEN

(Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

_____ (Seal)

-Borrower

[Sign Original Only]

MORTGAGE

1739571

SHEBOYGAN COUNTY, WI
RECORDED ON

07/15/2004 04:24PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 47.00
TRANSFER FEE:

STAFF ID 11
TRANS # 46447

OF PAGES: 19

DOCUMENT NUMBER

LOAN: # [REDACTED]

NAME & RETURN ADDRESS

U.S. BANK N.A.
1550 AMERICAN BOULEVARD EAS;
BLOOMINGTON MN 55425

PARCEL IDENTIFIER NUMBER 59165 716103

[Space Above This Line For Recording Data]

MIN [REDACTED]

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 JULY 15, 2004 together with all Riders to this document.

(B) "Borrower" is

BRADLEY L ECKWIELEN AND WENDY S ECKWIELEN , HUSBAND AND WIFE

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.

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3050 1/01

 -6A(WI) (0005)

Page 1 of 15

Initials *[Handwritten Signature]*

VMP MORTGAGE FORMS - (800)521-7281



(D) "Lender" is U.S. BANK N.A.

Lender is a NATIONAL ASSOCIATION
organized and existing under the laws of THE UNITED STATES OF AMERICA
Lender's address is 4801 FREDERICA STREET, OWENSBORO, KY 42301

(E) "Note" means the promissory note signed by Borrower and dated JULY 15, 2004
The Note states that Borrower owes Lender ONE HUNDRED THIRTY FIVE THOUSAND AND
NO/100 Dollars
(U.S. \$ 135,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than AUGUST 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]:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(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. Section 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 PUBLIC RECORDS of SHEBOYGAN COUNTY :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 3, IN MID-TOWNE SUBDIVISION, VILLAGE OF OOSTBURG,
SHEBOYGAN COUNTY, WISCONSIN.

THIS IS A PURCHASE MONEY MORTGAGE

which currently has the address of 409 S 11 STREET

OOSTBURG
("Property Address"):

[City], Wisconsin 53070

[Street]
[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 seized 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

[Handwritten initials]

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.

[Handwritten Signature]

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:

 (Seal)
BRADLEY L. ECKWIELEN -Borrower

 (Seal)
WENDY S. ECKWIELEN -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF WISCONSIN,

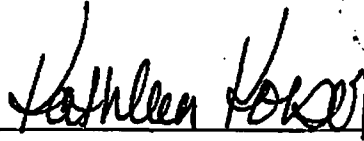
Sheboygan

County ss:

The foregoing instrument was acknowledged before me this July 15, 2004
by

BRADLEY L ECKWIELEN AND WENDY S ECKWIELEN , HUSBAND AND WIFE

My Commission Expires: June 15, 2008



Notary Public, State of Wisconsin

Kathleen Koeser

This instrument was prepared by

PATRICIA MELKA
U.S. BANK N.A.
16900 WEST CAPITOL DRIVE
BROOKFIELD, WISCONSIN 53005

[REDACTED]

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 15TH day of JULY 2004 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to U.S. BANK N.A.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 409 S 11 STREET, OOSTBURG, WISCONSIN 53070

[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 5.500 %. 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 first day of AUGUST 2009 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Fannie Mae 4-2/5-2/6-2 ARM

 -822R (0008)

Form 3111 1/01

Page 1 of 4

Initials [Signature]

VMP MORTGAGE FORMS - (800)521-7291

[REDACTED]

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which 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 **TWO AND THREE-QUARTERS** percentage points (**2.750** %) 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 **7.500** % or less than **3.500** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **11.500** %.

(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.

RS WS

(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

Section 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 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.

Handwritten initials

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

(Seal) *Bradley L Eckwiele* (Seal)
-Borrower BRADLEY L ECKWIELEN -Borrower

(Seal) *Wendy S Eckwiele* (Seal)
-Borrower WENDY S ECKWIELEN -Borrower

(Seal) _____ (Seal)
-Borrower -Borrower

(Seal) _____ (Seal)
-Borrower -Borrower

ASSIGNMENT OF MORTGAGE

Document Number

Document Name

The undersigned ("Assignor", whether one or more), for a valuable consideration, assigns to U.S. BANK NATIONAL ASSOCIATION the Mortgage dated 7/15/2004, executed by Bradley L. Eckwielen and Wendy S. Eckwielen, husband and wife to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for U.S. Bank N.A., on real estate in SHEBOYGAN, Wisconsin ("Property"), together with the note or other obligation it secures, which Mortgage was recorded in the Office of the Register of Deeds of said County, as Document No. 1739571.

The Property which is subject to this Assignment is described as: Lot Three (3), in Mid-Towne Subdivision, Village of Oostburg, Sheboygan County, Wisconsin.

1958764
SHEBOYGAN COUNTY, WI
RECORDED ON
12/14/2012 2:33 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 1

Recording Area

Name and Return Address
Atty. Janine L. Collette
Kohner, Mann & Kailas, S.C.
4650 North Port Washington Road
Milwaukee, WI 53212

59165716103
Parcel Identification Number (PIN):

This is _____ homestead property.
(is) (is not)

CHOOSE EITHER OR BOTH OF THE FOLLOWING OPTIONS, AS APPLICABLE; ONLY THOSE OPTIONS CHOSEN SHALL APPLY:

- A. This Assignment is made without recourse.
B. Assignor warrants that there is now owing an unpaid balance on the note or other obligation secured by the mortgage, as principal, a sum of not less than \$114,787.43, and also interest 2.875% per annum and that Assignor is the owner of the note secured by the Mortgage and has good right to assign it.

Dated 12/11/12

ASSIGNOR: Mortgage Electronic Registration Systems, Inc., acting solely as nominee for U.S. Bank N.A.

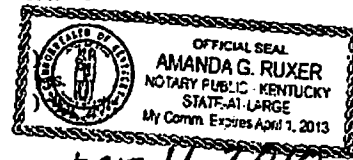
Signatures of Jessica Lynn Roberts, Dana F. Bowman, Erica J. Payne, and Assistant Secretary.

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s)
authenticated on
TITLE: MEMBER STATE BAR OF WISCONSIN
Authorized by Wis. Stat. §706.06

STATE OF KENTUCKY
DAVISS COUNTY



Personally came before me on December 11, 2012
the above-named Dana F. Bowman, Jessica Lynn Roberts, Erica J. Payne

THIS INSTRUMENT DRAFTED BY:

Janine L. Collette, Attorney
Kohner, Mann & Kailas, S.C.

Signature of Notary Public, State of Kentucky, My Commission expires April 1, 2013

(Signatures may be authenticated or acknowledged. Both are not necessary.)

*Type name below signatures.

II

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

Submitting a claim from Joseph D. Vanderpuy for alleged damages to his home when there was a sewer backup into his basement.



City Clerk

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Joseph D. Vanderpuy
- 2. Home address of Claimant: 1510 Eisner Ave.
- 3. Home phone number: 920 946 8311
- 4. Business address and phone number of Claimant: _____

- 5. When did damage or injury occur? (date, time of day) 1/18/13 12:00 PM
- 6. Where did damage or injury occur? (give full description) Residential basement

- 7. How did damage or injury occur? (give full description) Sanitary sewer overflow

- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

- (a) Name of such officer or employee, if known: _____
- (b) Claimant's statement of the basis of such liability: _____

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

- (a) Public property alleged to be dangerous: _____
- (b) Claimant's statement of basis for such liability: _____

CC: ATTY'S OFFICE, JIM AMODEO, DAVE BIEBEL, CHIEF HERMANN, LAURIE SUHRKE, WATER UTILITY

SCANNED 2-7-13

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").

See below

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ 106.00

TOTAL \$ 106.00

Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____


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

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

Continued from Item 10 - Sewer backup at 13th and Eisner resulted in sewage backup at 1510 Eisner. Reimbursement is being sought for the rental of cleanup equipment and labor required to correct sewage backup situation.

Rental of sewer auger @ \$46.00
Three hours of labor @ \$20.00 hour = \$60.00

SIGNATURE OF CLAIMANT



DATE 2/6/13

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

DATE RECEIVED 2-4-13

RECEIVED BY L.S. Schaefer

CLAIM NO. 31-12

CLAIM

Claimant's Name:	Joseph D. Vanderpuy	Auto	\$ _____
Claimant's Address:	1510 Eisner Ave. _____	Property	\$ <u>106.00</u> _____
	_____	Personal Injury	\$ _____
Claimant's Phone No.	920 946 8311 _____	Other (Specify below)	\$ _____
		TOTAL	\$ <u>106.00</u> _____

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 106.00

SIGNED



DATE:

2/6/13

ADDRESS: 1510 Eisner Ave. Sheboygan WI 53083

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

Willard Quasius Equipment, Inc.

TOOL & EQUIPMENT SALES, SERVICE, & RENTAL
 1938 Union Avenue Sheboygan, WI 53081
 (920) 452-7368 Fax (920) 452-9489 WWW.QRENTS.COM

INVOICE #

44987

INVOICE DATE

To:

PAPER BOX & SPECIALTY CO
 1505 SIBLEY CT

SHEBOYGAN WI

53081

Customer Nbr 42750
 Phone Nbr (920) 459-2440
 Purchase Order
 Job Name 4 HRS

Date Out	01/18/13	Date In	
Time Out	11:31	Time In	

Date and Time Due In

1/18/13 at 15:31

QTY	RENTAL EQP ID #	RENTAL EQUIPMENT DESCRIPTION	MINIMUM RATE	DAY RATE	WEEK RATE	4 WEEK RATE	TOTAL
1	80 200 3	4" SEWER AUGER #3 WITH 2 SPOOLS AND TOOLS	46.00/4HRS	68.00			

Rentals	Equip Sales	Sales	Sub-Total
Pickup and Delivery	Damage Charges	Cleanup Charge	
Total			
Deposits			
Balance			
Refund			

I We the undersigned, do hereby rent and accept the above listed equipment and acknowledge that it is in good working condition and agree to pay a stipulated rental. If a credit card was used in payment of the deposit, I hereby authorize Quasius Equipment to apply any balance due to that same credit card. In the event that this rental contract is with a corporate entity of any type, the undersigned agrees to be personally responsible for all obligations and charges incurred herein. I agree to take care of all said equipment and to use it in a responsible manner for which the equipment was made and manufactured for. We further agree that in the event any rental equipment is lost, stolen, or destroyed before it is returned, to pay the rental company the full replacement value of said equipment in cash and if damaged, to pay all reasonable costs related to repair of same equipment. I further do hereby exonerate, indemnify, and save harmless the company, it's owners, and all employees from all claims or liabilities to all parties for loss or damage to any person, persons, or property in any way arising out of or during the use of said equipment. I agree that in the event it becomes necessary for Quasius Equipment to retain legal counsel to effectuate the return of rental equipment wherever the same may be found and remove the same or to collect any amounts due here under, that I will be fully responsible for and agree to pay actual reasonable attorney fees and costs. The company or it's agent shall in no way be liable for any claims or damage or injury in the removal of said equipment.

It is understood that the rental period commences at the date and time hereof and ends only when rented equipment is returned at the office, shop, or place designated during regular business hours
 Customer agrees to assume the risks of, and hold dealer harmless for, property damage and personal injuries caused by the goods or arising out of the use of the equipment rented (or sold) hereunder.
 There is no warranty that the equipment is suited for the customer's intended use or that it is free of defects.
 There are no warranties of merchantability or fitness whether express or implied which extend beyond the description on the face hereof.
 Renter is hereby referred to provisions of section 943.20 of Wisconsin criminal code.

Signature X

Pay This Amount

PICKUP RECEIPT

III

Res. No. - 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.

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 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.

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 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

VII

6.10

R. C. No. _____ - 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.

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

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	Calument 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 _____ Date _____
Print

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: _____ Clock: 12345
 Job Title/Grade: _____ Title: _____ Dept: 12345
 Change Rate from _____ N/A _____ N/A Eff. Date 10/1/2013

List Department _____

	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.	<input type="checkbox"/> <u>Many mistakes</u> Repeated occurrences of careless work and excessive rework/redging of assignments	<input type="checkbox"/> <u>Needs improvement</u> Higher than normal amount of rework.	<input type="checkbox"/> <u>Achieved quality</u> Solid performance. Work seldom requires rework	<input type="checkbox"/> <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	<input type="checkbox"/> <u>Fails to meet standards</u> Very slow on most job assignments. Fails to meet standards of the position.	<input type="checkbox"/> <u>Below standard</u> Generally below standard, requires more time to complete assignments than expected.	<input type="checkbox"/> <u>Achieved standards</u> Achieved department standards and average requirements	<input type="checkbox"/> <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	<input type="checkbox"/> <u>Unwilling/unable</u> Has not learned and/or makes little attempt to improve.	<input type="checkbox"/> <u>Is still learning job</u> Does not fully understand all job requirements or standard work procedures.	<input type="checkbox"/> <u>Knows job requirements</u> Follows standard work methods and procedures	<input type="checkbox"/> <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.	<input type="checkbox"/> <u>Does not support</u> Departmental objectives are ignored and/or has minimal regard for safety.	<input type="checkbox"/> <u>Shows some support</u> of continuous improvement objectives and safety; areas for improvement needed.	<input type="checkbox"/> <u>Supports Safety objectives</u> and follows safety rules and procedures.	<input type="checkbox"/> <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.	<input type="checkbox"/> <u>Resists change</u> Slow to adapt to new situations or support cross-functional needs of the department	<input type="checkbox"/> <u>Slow to adapt</u> Some resistance to change. Slow to adapt to cross-functioning initiatives.	<input type="checkbox"/> <u>Adaptable</u> Learns job requirements in a normal amount of time. Supports improvement	<input type="checkbox"/> <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.	<input type="checkbox"/> <u>Does not follow</u> instructions. Continual friction with others and is hard to work with.	<input type="checkbox"/> <u>Reluctant to follow</u> directions or instructions. Periodic friction with others.	<input type="checkbox"/> <u>Follows instructions</u> and cooperates satisfactorily with supervisor and co-workers	<input type="checkbox"/> <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.	<input type="checkbox"/> <u>Constantly critical</u> of employer, job assignment, and/or other employees. Has caused dissention among others	<input type="checkbox"/> <u>Needs improvement</u> in overall attitude toward the City and/or fellow employees.	<input type="checkbox"/> <u>Has positive attitude</u> toward his/her work and the City. Sets a good example for others	<input type="checkbox"/> <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	<input type="checkbox"/> <u>Unable or unwilling</u> to follow job instructions and has repeated trouble completing work assignments	<input type="checkbox"/> <u>Needs guidance</u> to insure job instructions are followed and work assignments completed	<input type="checkbox"/> <u>Generally dependable</u> Can be depended upon to do the job correctly and within standards	<input type="checkbox"/> <u>Completes jobs</u> under any conditions to the best of his/her ability.	
Attendance/Punctuality Measures employee's overall attendance and punctuality.	<input type="checkbox"/> <u>Unreliable attendance</u> High absence and tardiness rate. Leaves early Doesn't respond to emergencies	<input type="checkbox"/> <u>Often tardy or absent</u> Employee is working towards improvement	<input type="checkbox"/> <u>Acceptable attendance</u> Tardy very seldom. Responds to emergency calls. Willing to stay late when needed	<input type="checkbox"/> <u>Very good attendance</u> All work on time. Willing to help out for emergencies calls	
OVERALL Performance Based on ratings above, indicate the employee's overall performance rating.	<input type="checkbox"/> <u>UNACCEPTABLE</u> Employee's performance is unacceptable to position (Not Competent)	<input type="checkbox"/> <u>BELOW MINIMUM</u> Employee's performance at times fails to meet minimum job requirements. (Working toward Competency)	<input type="checkbox"/> <u>ACHIEVED</u> Employee's performance meets all position requirements. (Employee is competent in his/her job)	<input type="checkbox"/> <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

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.

VI

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred to R. O. No. 141-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9049 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity and his failure to cooperate with the committee.

Committee.

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

Other Matters

10.2

R. O. No. 141 - 12 - 13. By CITY CLERK. September 17, 2012.

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

L & L
10/1/12 - grant all licenses except hold
VanEngen, Flores, Newton, Quade, Ramirez, Skell
10/15/12 - deny
Boettcher, Flores, Newton, Quade, Skell, grant
Van Engen
11/5/12 - deny
Newton, Skell, Flores, Boettcher & hold Quade
2/4/13 - hold Quade
2/18/13 - deny Quade

Lusan Richards
 City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi's #94	919 S. Taylor Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8948	Boettcher, Sunday L.	2435 Calumet Dr.
9720	Campbell, Amanda L.	2250A Calumet Dr.
9712	Cavanaugh, Jerica E.	2705 S. 15 th St.
9713	Dalhoff, Christopher M.	1703 Illinois Ave., #205
9716	Darrah, Leah C.	217 Giddings Ave., Sheb. Falls
9705	Doebert, Gerald W.	718 Audubon, Howards Grove
5608	Dolphin, Janell L.	1324 S. 17 th St.
9706	Dolson, Bailey E.	409 New York Ave.
7679	Dolson, Carmen S.	409 New York Ave.
9718	Holloman, Amber N.	3025 N. 9 th St., Apt. 4A
6560	Jankowski, Rebecca A.	830 N. Water St., #204
8475	Lensink, Amanda L.	1201 S. 20 th St.
3731	Reinke, Steven G.	2228 S. 8 th St.
9709	Scheibl, Stacy J.	3742 Enterprise Dr.
9721	Schuette, Thomas F.	W6490 Aurora Rd., Plymouth
7259	Schuttey, Joan L.	401 E Mill St., Apt. A, Plymouth
1508	Tershner, Jenny A.	1324 N. 6 th St.
5996	VanEngen, Jennifer L.	1605 S. 14 th St.
9715	Weary, Takeelah M.	1422 Marie Ct.
9708	Weber, Rachael M.	W6675 Birchwood Rd., Crivitz

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6843	Bell, Jeffrey	1346 MacArthur Ave.
9711	Faulkner, Casey L.	1516 N. 9 th St.
9717	Flores, Reyna M.	1623 N. 16 th St.

III

Handwritten text, possibly a signature or name, located in the upper left quadrant.

9714 Gering, Kevin W.
7292 Gering, Roger E.
9719 Newton, Marcus A.
9049 Quade, Justin E.
9491 Ramirez, Regina R.
9707 Thill, Paul M.
9506 Trevino, Rebecca R.

2406 Main Ave.
1252 MacArthur Ave.
1808 S. 12th St.
1326 N. 12th St., #9
1218 Superior Ave.
1025 Indiana Ave.
1131 S. 10th St.

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 236-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9847 be denied based upon his record of a violation related to the licensed activity and his failure to cooperate with the Committee.

_____ Committee.

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

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

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 236-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #6657 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity and her 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

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred to R. O. No. 236-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9844 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity and his failure to cooperate with the Committee.

Committee.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.9

R. O. No. 236 - 12 - 13. By CITY CLERK. January 7, 2013.

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

1/21/13 - grant all lic except hold night Moves, Prucha, Esteres, Rondeau, Scheibl, Villarreal, White
2/14/13 - hold Night Moves I, deny Prucha, Esteres, Villarreal, hold Rondeau, Scheibl, white
2/18/13 - deny Rondeau, Scheibl, white
file Night Moves withdraw license

Susan Richards
City Clerk

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

2951 Bar Unique	1034 Michigan Ave
2953 Night Moves I	1210 Michigan Ave
2949 Prohibition Bistro	668 South Pier Dr

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9838	Barbar, David W.	2502 Mandy Cir.
9848	Conley, Amy M.s, Robert J.	704 Broughton Dr.
4677	Forey, Jamie L.	3430A Eisner Ct.
9846	Herren, Celia M.	1328 MacArthur Ave.
9845	Patel, Akshay K.	908 Washington St., Manitowoc
9849	Prucha, Mark J.	1420 Illinois Ave.
9842	Quintero, Anna L.	103 Evans Ct., Sheboygan Falls
9837	Shimek, Laura M.	1106 Florida Ave.
8706	Shufflebotham, Jonathan P.	1322 S. 20 th St.
9841	Smith, Kyle, C.	705 Wilson Ave., Cleveland
9843	Turbyfill, Austin P.	2601 Main Ave.
2468	Wenninger, Jared A.	W5742 Badger Rd., Elkhart Lake

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9791	Esteves, Angel L.	1429 N. 10 th St.
9844	Rondeau, Terry M.	3703 S 12 th St.
6657	Scheibl, Jessica	2706 Georgia Ave.
7760	Villarreal, Brenda J.	829 Huron Ave.
9847	White, James J.	1013 Superior Ave.

L & L

12

III

127

Handwritten text, possibly a signature or name, written in cursive.

VII

R. C. No. _____ - 12 - 13. By LAW AND LICENSING. February 18, 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 application #9127 be denied based upon his failure to accurately reveal all relevant convictions on his application and his 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 LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 246-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License application #9351 be denied based upon his 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. February 18, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 246-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License application #9861 be denied based upon his failure to accurately reveal all relevant convictions on his application and his 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. 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.

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 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.

_____ 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	Calument 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 and 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 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.



Performance Evaluation Process

Employee Self Evaluation Questionnaire

Name _____ Date _____
Print

Position _____ Evaluation Period _____

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

1. What were your most significant work-related accomplishments? (Include projects, assignments, new skills or knowledge gained.)
2. How do these accomplishments relate to your key responsibilities and goals for you and our department?
3. What goals were identified to be accomplished but you were unable to achieve and why?
4. What are your goals for the next evaluation period?
5. How will you accomplish these goals? And when do you anticipate completing them?
6. What do you need to accomplish these goals?
7. How can your immediate supervisor and/or 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

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	<input type="checkbox"/> <u>Many mistakes.</u> Repeated occurrences of careless work and excessive rework/redoing of assignments	<input type="checkbox"/> <u>Needs improvement.</u> Higher than normal amount of rework.	<input type="checkbox"/> <u>Achieved quality.</u> Solid performance. Seldom if any rework is necessary.	<input type="checkbox"/> <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	<input type="checkbox"/> <u>Fails to meet standards.</u> Very slow on most job assignments. Fails to meet standards of the position.	<input type="checkbox"/> <u>Below standard.</u> Generally below standard, requires more time to complete assignments than expected	<input type="checkbox"/> <u>Achieved standards.</u> Achieved department standards and expected requirements.	<input type="checkbox"/> <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.	<input type="checkbox"/> <u>Unwilling/unable</u> Has not learned and/or makes little attempt to improve.	<input type="checkbox"/> <u>Is still learning job.</u> Does not fully understand all job requirements or standard work procedures.	<input type="checkbox"/> <u>Knows job requirements</u> Follows standard work methods and procedures.	<input type="checkbox"/> <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.	<input type="checkbox"/> <u>Does not support.</u> Departmental objectives are ignored and/or has minimal regard for safety.	<input type="checkbox"/> <u>Shows some support</u> of continuous improvement objectives and safety, areas for improvement needed.	<input type="checkbox"/> <u>Supports Safety objectives</u> and follows safety rules and procedures.	<input type="checkbox"/> <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	<input type="checkbox"/> <u>Resists change.</u> Slow to adapt to new situations or support cross-functional needs of the department.	<input type="checkbox"/> <u>Slow to adapt.</u> Some resistance to change. Slow to adapt to cross-functioning initiatives.	<input type="checkbox"/> <u>Adaptable.</u> Learns job requirements in a normal amount of time. Supports improvement.	<input type="checkbox"/> <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	<input type="checkbox"/> <u>Does not follow</u> instructions. Continual friction with others and is hard to work with.	<input type="checkbox"/> <u>Reluctant to follow</u> directions or instructions. Periodic friction with others.	<input type="checkbox"/> <u>Follows instructions</u> and cooperates satisfactorily with supervisor and co-workers.	<input type="checkbox"/> <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.	<input type="checkbox"/> <u>Constantly critical</u> of employer, job assignment, and/or other employees. Has caused dissension among others.	<input type="checkbox"/> <u>Needs improvement</u> in overall attitude toward the City and/or fellow employees.	<input type="checkbox"/> <u>Has positive attitude</u> toward his/her work and the City. Sets a good example for others.	<input type="checkbox"/> <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	<input type="checkbox"/> <u>Unable or unwilling</u> to follow job instructions and has repeated trouble completing work assignments	<input type="checkbox"/> <u>Needs guidance</u> to insure job instructions are followed and work assignments completed	<input type="checkbox"/> <u>Generally dependable</u> Can be depended upon to do the job correctly and within standards	<input type="checkbox"/> <u>Completes jobs</u> under any conditions to the best of his/her ability.	
Attendance/Punctuality Measures employee's overall attendance and punctuality.	<input type="checkbox"/> <u>Unreliable attendance.</u> High absence and tardiness rate. Leaves early. Doesn't respond to emergencies.	<input type="checkbox"/> <u>Often tardy or absent</u> Employee is working towards improvement.	<input type="checkbox"/> <u>Acceptable attendance.</u> Tardy very seldom if at all. Responds to emergency calls. Willing to stay late when	<input type="checkbox"/> <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	<input type="checkbox"/> <u>UNACCEPTABLE.</u> Employee's performance is unacceptable to position. (Not Competent)	<input type="checkbox"/> <u>BELOW MINIMUM.</u> Employee's performance at times fails to meet minimum job requirements. (Working toward Competency)	<input type="checkbox"/> <u>ACHIEVED.</u> Employee's performance meets all position requirements. (Employee is competent in his/her job)	<input type="checkbox"/> <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/L:

Exhibit #3

Perf Evaluation Page 1 of 2

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: _____
 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

Notes

(shade in the months that correspond with the GOAL Timeframe)

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.

VII

6.11

R. C. No. _____ - 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.

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			
	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			

VIII

R. C. No. _____ - 12 - 13. By FINANCE. February 18, 2013.

Your Committee to whom was referred Res. No. 135-12-13 by Alderperson Hammond authorizing a transfer of appropriations in the 2012 Budget (establish appropriation for distribution of remaining increment in TID No. 3; 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

5.3

Res. No. 135 - 12 - 13. By Alderperson Hammond. February 4, 2013.

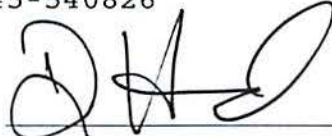
A RESOLUTION to authorize a transfer of appropriations in the 2012 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2012 Budget for the purposes of:

Establishing appropriation for distribution of remaining increment in Tax Incremental District No. 3

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
TID III Debt Service Fund Unreserved Fund Balance 306-253000	TID III Debt Service Fund Interfund Expense-Debt Service Fund 30681101-811101	\$296,981
	Sheboygan County 30699340-540826	\$174,958
	Sheb Area School District 30699910-540826	\$228,796
	Kohler Area School District 30699355-540826	\$157,092
	Lakeshore Technical College 30699345-540826	\$ 53,223

Finance Director approve



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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor



Gen. Ord. No. - 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.

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
Updated:

Approved: S & G: 2/11/13
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.

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 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.

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 – Certified Truck Mechanic Code:
Grade: 4

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 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
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 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:

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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.

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X

Gen. Ord. No. _____ - 12 - 13. By Alderperson Van Akkeren. February 18, 2013.

AN ORDINANCE creating parking limits so as to add a 15-minute parking limit on the north side of St. Clair Avenue between N. 7th Street and N. 6th Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized", parking on the north side of St. Clair Avenue from 95 feet west of the west curb line of N. 6th Street to 15 feet east of N. 7th Street shall be limited to 15 minutes.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

I HEREBY CERTIFY that the foregoing 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



4.2

Res. No. 128 - 12 - 13. By Alderpersons Hammond, Roeseler, Carlson and Donohue. January 21, 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 Natural Resources for the Urban Wildlife Damage Abatement and Control Program:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Police Department	Police Department	
State Grant	Contracted Services	
10121100-434201	10121100-521900	\$5,000

Res passed
Hammond
Res passed

Establishing estimated revenue and appropriation for grant from the Wisconsin Department of Transportation for Transit software purchase:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Transit Fund State Grant 651930000-434201	Transit Fund Software 65193000-642200	\$88,000







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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

COMMON COUNCIL

Official Proceedings of the 2012 - 2013 Common Council of the City of Sheboygan.

TWENTY- SECOND REGULAR MEETING

The Council met: Monday, February 18, 2013.

Mayor Terry Van Akkeren in the Chair:

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

Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 14.

Absent and Excused: Hammond, Matichek - 2.

On motion by Alderperson Carlson and second by Alderperson Bohren, the reading of the minutes of the Twenty-First Regular Meeting held February 4, 2013, was approved as entered on the record, all Alderpersons present voting "Aye".

CONFIRMATION OF MAYOR'S APPOINTMENTS

February 4, 2013

HONORABLE MEMBERS OF THE COMMON COUNCIL:

BUSINESS IMPROVEMENT DISTRICT

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Pamela Butler Channel (Business Owner)	2/04/13	12/31/14
Ryan Moeller (Business Owner)	2/04/13	12/31/14
David Gass (Business Owner)	2/04/13	12/31/14
Tom Brickley (Business Owner)	2/04/13	12/31/14
Mike Vandersteen (Business Owner)	2/04/13	12/31/14
Eileen Simenz (Property Owner)	2/04/13	12/31/14
William Holbrook (Property Owner)	2/04/13	12/31/14
Larry Schaefer (Property Owner)	2/04/13	12/31/14
David Haneman (Property Owner)	2/04/13	12/31/14
David Sanderson (Property Owner)	2/04/13	12/31/14
Chad Pelishek (City Government)	2/04/13	12/31/14

MAYOR TERRY VAN AKKEREN

On motion by Alderperson Carlson and second by Alderperson Bohren, the foregoing appointments were confirmed, on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 14.

Nays: None.

PUBLIC FORUM

Mike Brunette, 1925 S. 26th St. spoke. A motion by Alderperson Carlson and second by Alderperson Bohren was made to give Mike one extra minute to speak.

COMMUNICATIONS AND PETITIONS

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."

Was referred to the Committee on Finance.

Com. No. 15 - 12 - 13. February 18, 2013.

Submitting a communication from Andrea Yakich regarding her concerns over the accidents that have occurred at the corner of 1002 Mead Ave.

Was referred to the Committee on Public Protection and Safety.

Com. No. 16 - 12 - 13. February 18, 2013.

Submitting a communication from Neal Neese stating his concerns regarding the unsafe conditions at S. 18th St. between Washington Ave. and Camelot Blvd.

Was referred to the Committee on Public Protection and Safety.

Com. No. 17 - 12 - 13. February 18, 2013.

February 18, 2013

Submitting a communication from Alderperson Van Akkeren requesting a review of 2012 Fund Balances in accordance with Res. No. 44-12-13 by Alderperson Hammond, which was passed by the Common Council on August 6, 2012.

Was referred to the Strategic Fiscal Planning Committee.

REPORTS OF OFFICERS

***R. O. No. 271 - 12 - 13. By CITY CLERK. February 18, 2013.**

Submitting various license applications.

TEMPORARY "CLASS B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1064	Christ Child Academy	2722 Henry St. – one-day event to be held 3/9/13 to include the classrooms & gymnasium.
1842	Early Bird Rotary Foun.	Fountain Park – one-day event to be held 7/19/13 to include the whole park.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>
8497	Collins, David S.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2013)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2963	David Wagner	4027 S. Business Dr.

***R. O. No. 272 - 12 - 13. By FIRE CHIEF. February 18, 2013.**

Pursuant to Section 50-494 of the Municipal Code, I herewith submit my annual report for the period commencing January 1, 2012, and ending December 31, 2012.

***R. O. No. 273 - 12 - 13. By REDEVELOPMENT AUTHORITY. February 18, 2013.**

Your Authority to whom was referred Res. No. 140-12-13 by Alderperson Hammond related to submitting a grant application to the Wisconsin Department of Natural Resources Ready for Reuse Grant Program; recommends amending the document to state that the Chairperson and Interim Executive Director will act on behalf of the Redevelopment Authority as authorized representatives and passing the attached Substitute Resolution.

R. O. No. 274 - 12 - 13. By CITY CLERK. February 18, 2013.

Submitting a Dismissal Order dated January 31, 2013 in the matter of U.S. Bank National Association vs. Estate of Barbara J. Janke, et al., along with Affidavits of Service.

Was referred to the Committee on Finance.

R. O. No. 275 - 12 - 13. By CITY CLERK. February 18, 2013.

Submitting a Summons and Complaint in the matter of U.S. Bank National Association vs. Bradley L. Eckwielen et al.

Was referred to the Committee on Finance.

R. O. No. 276 - 12 - 13. By CITY CLERK. February 18, 2013.

Submitting a claim from Joseph D. Vanderpuy for alleged damages to his home when there was a sewer backup into his basement.

Was referred to the Committee on Finance.

R. O. No. 277 - 12 - 13. By CITY CLERK. February 18, 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. 278 - 12 - 13. By CITY CLERK. February 18, 2013.

Submitting a communication from the Wisconsin Department of Corrections on behalf of Kenneth Kinney requesting a waiver from the Sex Offender Residency restrictions in order to live at a TLP at 930A Michigan Ave.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 279 - 12 - 13. By CITY CLERK. February 18, 2013.

Submitting a communication from Angel Ramirez Sr. requesting a waiver from the Sex Offender Residency restrictions in order to live at 1317A Huron Ave.

Was referred to the Committee on Public Protection and Safety.

R. O. No. 280 - 12 - 13. By CITY CLERK. February 18, 2013.

Submitting a communication from Tylor Thompson requesting a waiver from the Sex Offender Residency restrictions in order to live at a TLP at 930A Michigan or 1123/1125 N. 14th St. depending on availability.

Was referred to the Committee on Public Protection and Safety.

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.

Was referred to the Committee on Public Works.

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.

Was referred to the Committee on Public Works.

RESOLUTIONS INTRODUCED

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).

Lies over under the rules.

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

A RESOLUTION adopting revised salary grade range schedules.

Lies over under the rules.

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.

Lies over under the rules.

Res. No. 144 - 12 - 13. By Alderperson Donohue. February 18, 2013.

A RESOLUTION for "Guiding Principles" for the Mayor of the City of Sheboygan.

WHEREAS, the Common Council created the position of Chief Administrative Officer to be responsible for the day to day operation of city in October 2011, and

WHEREAS, the Chief Administrative Officer's job description has been developed and subsequently modified to clarify the CAO's job responsibilities, and

WHEREAS, since Mayor Van Akkeren was elected in February, 2012, important questions have arisen about the Mayor's job responsibilities and authority with respect to the Chief Administrative Officer's job description, and

WHEREAS, resolution of those questions is vital to the smooth and efficient operation of city government, and

WHEREAS, the Common Council, meeting as the Committee of the Whole, has discussed the value of articulating "Guiding Principles" for the Mayor's position as a means of resolving said questions, and

WHEREAS, those Guiding Principles, by agreement of the Committee of the Whole, provide as follows:

1. Statutory duties and authority:
 - a) The Mayor is the chief executive officer of the City;
 - b) The Mayor is a member of the Common Council, presides at its meetings and may vote on business before the Council in the event of a tie vote. The mayor may veto actions of the Common Council;
 - c) The Mayor ensures that city ordinances and state laws are observed and enforced and that all city officers and employees discharge their duties.
 - d) The Mayor is the head of the fire and police departments;
 - e) The Mayor may appoint security personnel to serve without pay, and, in case of riot or other emergency, appoint as many special police officers as may be necessary.
2. One of the Mayor's most important jobs is supporting and facilitating economic growth within the City. The Mayor actively works with economic development organizations in the City and County such as the Sheboygan County Chamber of Commerce and Sheboygan Economic Development Corporation, as well as other local, state and national organizations, to attract new businesses and good jobs to the City. The Mayor is an active and enthusiastic representative for the City's best economic interests.

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3. The Mayor is the City's "good will ambassador" and the face of city government. The Mayor spends significant time meeting with concerned citizens and addressing constituent questions. S/he participates in community activities and events (e.g. parades, festivals, events and ceremonies) which enhance the visibility and economic wellbeing of the City.
4. The Mayor may speak as the voice of city government with respect to legislative matters at a regional and state level, with the advice and consent of the Common Council.
5. The Mayor works in a cooperative manner with other local units of government to advance the City's interests.
6. The Mayor delivers an annual "State of the City" address to the Common Council at its first regular meeting of each session. The Mayor's vision for the City is a key element of the address and sets out the hopes and expectations for the Mayor, the Common Council and all elements of city government to make sure that Sheboygan is a great place to live, work and raise a family.
7. The Mayor provides input and cooperates with the Chief Administrative Officer, department heads and alderpersons in developing the City's annual budget.
8. While the Chief Administrative Officer is responsible for the supervision and work performance of department heads, the Mayor may provide observations and feedback about such work performance to the Chief Administrative Officer.
9. The Mayor and the Chief Administrative Officer understand and support the need for each to work cooperatively with the other to ensure that the best interests of the City are always of primary importance.
10. The Mayor makes all required and necessary appointments to special and standing committees of the Council and all other boards and commissions as required by statute. To the extent allowed by statute, the Mayor may serve on boards and commissions as needed.
11. The Mayor provides input and cooperates with the Chief Administrative Officer, department heads and alderpersons to develop and implement short and long term strategic plans for the City.
12. The Mayor will conduct him/herself in a professional manner both inside and outside of City Hall.

NOW, THEREFORE BE IT RESOLVED: That the Common Council adopts these Guiding Principles for the Mayor of Sheboygan.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 14.

Nays: None.

REPORTS OF COMMITTEES

***R. C. No. 351 - 12 - 13. By WHOLE. February 18, 2013.**

Your Committee to whom was referred Com. No. 12-12-13 from Alderperson Donohue presenting a proposal for Job Responsibilities for the Mayor of Sheboygan; recommends that the document be placed on file.

***R. C. No. 352 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. February 18, 2013.**

Your Committee to whom was referred Com. No. 13-12-13 from Eric Bollar being an article from the Sheboygan Press entitled, "First commitment: Number of first responders dwindling in county communities"; recommends that the documents be placed on file.

R. C. No. 353 - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred to R. O. No. 141-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9049 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity and his failure to cooperate with the committee.

On motion by Alderperson Vander Weele and second by Alderperson Kath, the Report of Committee was accepted and adopted on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 14.

Nays: None.

***R. C. No. 354 - 12 - 13. By FINANCE. February 18, 2013.**

Your Committee to whom was referred R. O. No. 183-12-13 by the City Clerk submitting a Petition for Order Authorizing Deposition to Perpetuate Testimony Pursuant to Wis. Stat. Sec. 804.02(1) in the matter of the Petition of Annalee R. Kruger; recommends that the document be placed on file.

***R. C. No. 355 - 12 - 13. By FINANCE. February 18, 2013.**

February 18, 2013

Your Committee to whom was referred R. O. No. 223-12-13 by the City Clerk submitting a Petition granting John Golde Deposition in the matter of Annalee Kruger – Pedestrian/Bus Accident; recommends that the document be placed on file.

***R. C. No. 356 - 12 - 13. By LAW AND LICENSING. February 18, 2013.**

Your Committee to whom was referred R. O. No. 246-12-13 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:

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

<u>No.</u>	<u>Name</u>
3254	Randall, Shantell M.

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. 357 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. February 18, 2013.**

Your Committee to whom was referred R. O. No. 251-12-13 by the Building Inspection Department submitting their report for the month of December 2012; recommends that the document be accepted and placed on file.

***R. C. No. 358 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. February 18, 2013.**

Your Committee to whom was referred R. O. No. 252-12-13 by the Building Inspection Department submitting their report for the year 2012; recommends that the document be accepted and placed on file.

***R. C. No. 359 - 12 - 13. By FINANCE. February 18, 2013.**

Your Committee to whom was referred R. O. No. 255-12-13 by the City Clerk submitting a claim for excessive assessment from Walgreen Co., tenant of three properties in Sheboygan, WI; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

***R. C. No. 360 - 12 - 13. By FINANCE. February 18, 2013.**

Your Committee to whom was referred R. O. No. 256-12-13 by the City Clerk submitting a claim for excessive assessment from Sheboygan Orthopaedic Associates; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

***R. C. No. 361 - 12 - 13. By FINANCE. February 18, 2013.**

Your Committee to whom was referred R. O. No. 257-12-13 by the City Clerk submitting a claim from Leon Kogler for alleged damages to his home when the sewer backed up due to the City main being clogged; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

***R. C. No. 362 - 12 - 13. By FINANCE. February 18, 2013.**

Your Committee to whom was referred R. O. No. 258-12-13 by the City Clerk submitting a communication from the American Planning Association Wisconsin Chapter requesting the use of the City's free days to hold their annual conference in Sheboygan at Blue Harbor Resort on June 13 and 14, 2013; recommends that the document be accepted and placed on file and to approve the request.

***R. C. No. 363 - 12 - 13. By FINANCE. February 18, 2013.**

Your Committee to whom was referred R. O. No. 259-12-13 by the City Clerk submitting a communication from the Harbor Centre BID requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal 2013; recommends that the document be accepted and placed on file and to approve the request.

***R. C. No. 364 - 12 - 13. By FINANCE. February 18, 2013.**

Your Committee to whom was referred R. O. No. 260-12-13 by the City Clerk submitting a Summons and Complaint Small Claims in the matter of Sheboygan Trades & Labor Hall Association vs. City of Sheboygan; recommends that the document be placed on file.

***R. C. No. 365 - 12 - 13. By FINANCE. February 18, 2013.**

Your Committee to whom was referred R. O. No. 261-12-13 by the City Clerk submitting a claim from Mark and Mary Graves for alleged damages to their home when they had a sewer backup into their basement; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

***R. C. No. 366 - 12 - 13. By FINANCE. February 18, 2013.**

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Your Committee to whom was referred R. O. No. 262-12-13 by the City Clerk submitting a claim for excessive assessment from Siegel-Gallagher, tenant at 3347 Kohler Memorial Dr.; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

***R. C. No. 367 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. February 18, 2013.**

Your Committee to whom was referred R. O. No. 264-12-13 by the City Clerk submitting a communication from the State of Wisconsin Department of Safety and Professional Services regarding the review of general administrative practices and record keeping for uniform Dwelling Code (UDC) program (one and two family dwellings) and other UDC construction related issues; recommends that the document be accepted and placed on file.

***R. C. No. 368 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. February 18, 2013.**

Your Committee to whom was referred R. O. No. 265-12-13 by the City Clerk submitting a communication from the State of Wisconsin Department of Safety and Professional Services regarding the review of erosion and sediment control enforcement for Uniform Dwelling Code Program (one and two family buildings); recommends that the document be accepted and placed on file.

***R. C. No. 369 - 12 - 13. By LAW AND LICENSING. February 18, 2013.**

Your Committee to whom was referred R. C. No. 350-12-13 and R. C. No. 337-12-13 by Law and Licensing and pursuant to R. O. No. 203-12-13 by the City Clerk, various license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #6744 be granted contingent upon the application being corrected and with a warning to include all violations on future applications.

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. 370 - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred to R. O. No. 236-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9844 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity and his failure to cooperate with the Committee.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 14.

Nays: None.

R. C. No. 371 - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 236-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #6657 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity and her failure to cooperate with the Committee.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 14.

Nays: None.

R. C. No. 372 - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 236-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License #9847 be denied based upon his record of a violation related to the licensed activity and his failure to cooperate with the Committee.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 14.

Nays: None.

***R. C. No. 373 - 12 - 13. By LAW AND LICENSING. February 18, 2013.**

February 18, 2013

Your Committee to whom was referred, pursuant to R. O. No. 236-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that "Class B" Liquor Application #2953 – Night Moves I be placed on file as the application has been withdrawn.

R. C. No. 374 - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 246-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Taxicab Driver's License application #9861 be denied based upon his failure to accurately reveal all relevant convictions on his application and his record of violations related to the licensed activity.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 14.

Nays: None.

R. C. No. 375 - 12 - 13. By LAW AND LICENSING. February 18, 2013.

Your Committee to whom was referred, pursuant to R. O. No. 246-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License application #9351 be denied based upon his record of violations related to the licensed activity and a negative recommendation from the Sheboygan Police Department.

A motion was made by Alderperson Vander Weele and second by Alderperson Kath to accept and adopt the Report of Committee lost on call of the roll:

Ayes: Kath • 1.

Nays: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Lessard, Lewandoske, Roeseler, Van Akkeren, Vander Weele, Versey, Wangemann • 13.

On motion by Alderperson Vander Weele and second by Alderperson Carlson to grant the Beverage Operator's license passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann • 12.

Nays: Kath, Lessard • 2.

***R. C. No. 376 - 12 - 13. By LAW AND LICENSING. February 18, 2013.**

Your Committee to whom was referred, pursuant to R. O. No. 246-12-13 by the City Clerk, submitting license applications for the period ending June 30, 2013 and June 30, 2014; recommends that Beverage Operator's License #7074 be placed on file as it was withdrawn.

R. C. No. 377 - 12 - 13. By LAW AND LICENSING. February 18, 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 application #9127 be denied based upon his failure to accurately reveal all relevant convictions on his application and his record of violations related to the licensed activity.

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 14.

Nays: None.

***R. C. No. 378 - 12 - 13. By LAW AND LICENSING. February 18, 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 the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2014)

<u>No.</u>	<u>Name</u>
9869	Alexandroni, Dustin J.
9864	Boden, Dylan S.
9863	Brulla, William D.
8888	Buelow-Williams, Jessica A.
9868	Eisold, Derric D.
6185	Kiley, Dean H.
9867	Petersen, Jessica M.

9871 Thompson, David E.
9866 Wargo, Mandy J.
2317 Wine, Betsy

TAXICAB OPERATOR'S LICENSE (June 30, 2013)

No. Name
9872 Loya, Janie

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. 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.

Lies over under the rules.

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.

Lies over under the rules.

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 under the rules.

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.

Lies over under the rules.

***R. C. No. 383 - 12 - 13. By PUBLIC WORKS. February 18, 2013.**

Your Committee to whom was referred Res. No. 130-12-13 by Alderperson Heidemann authorizing advertising for bids for the 2013 Concrete Sidewalk Program; recommends that the Resolution be passed.

R. C. No. 384 - 12 - 13. By WHOLE. February 18, 2013.

Your Committee met and discussed a proposed resolution for "Guiding Principles" for the Mayor of the City of Sheboygan and recommends passing the attached Resolution.

Was accepted and adopted.

***R. C. No. 385 - 12 - 13. By FINANCE. February 18, 2013.**

Your Committee to whom was referred Res. No. 136-12-13 by Alderperson Hammond authorizing entering into an amendment to the Participation Agreement for Eisner Avenue Reconstruction Project; recommends that the Resolution be passed.

***R. C. No. 386 - 12 - 13. By PUBLIC PROTECTION AND SAFETY. February 18, 2013.**

Your Committee to whom was referred the following:

1. R. O. No. 268-12-13 by the Purchasing Agent submitting bid results for the purchase of two Model Jeep Patriot four door, front wheel drive vehicles for the Police Department; and
2. Res. No. 137-12-13 by Alderperson Van Akkeren authorizing entering into contract for the purchase of (2) 2014 Model fuel efficient four to five passenger administrative vehicles for the Police Department;

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

***R. C. No. 387 - 12 - 13. By PUBLIC WORKS. February 18, 2013.**

Your Committee to whom was referred Res. No. 138-12-13 by Alderperson Heidemann authorizing advertising for bids for the resurfacing of Erie Ave. from N. 14th St. to N. 8th St.; recommends that the Resolution be passed.

R. C. No. 388 - 12 - 13. By FINANCE. February 18, 2013.

Your Committee to whom was referred Res. No. 135-12-13 by Alderperson Hammond authorizing a transfer of appropriations in the 2012 Budget (establish appropriation for distribution of remaining increment in TID No. 3; recommends that the Resolution be passed.

Was accepted and adopted.

RESOLUTIONS ON SECOND READING

***Res. No. 130 - 12 - 13. By Alderperson Heidemann. January 21, 2013.**

A RESOLUTION authorizing advertising for bids for the 2013 Concrete Sidewalk Program.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13 (3), Wisconsin Stats, for the 2013 Concrete Sidewalk Program aforementioned, according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

***Res. No. 136 - 12 - 13. By Alderperson Hammond. February 4, 2013.**

A RESOLUTION authorizing entering into an amendment to the Participation Agreement for the Eisner Avenue Reconstruction Project.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Amendment to Participation Agreement for the Eisner Avenue Reconstruction Projection, in form substantially similar to the attached.

***Res. No. 137 - 12 - 13. By Alderperson Van Akkeren. February 4, 2013.**

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (2) 2014 Model fuel efficient four to five passenger administrative vehicles for the Sheboygan Police Department.

WHEREAS: The Sheboygan Police Department is in need of two smaller, fuel efficient vehicles to be used by the VIPS (Volunteers in Public Service) personnel as well as departmental employees required to travel for training opportunities and;

WHEREAS: The personnel assigned to these duties require a vehicle capable of accommodating up to five persons as well as luggage and equipment and;

WHEREAS: the vehicles currently used for this purpose are generally larger, former patrol or CID Vehicles that are typically less fuel efficient and comfortable for a wide range of drivers and equipped with Front wheel Drive and;

WHEREAS: The purchase of these vehicles is included in the 2013 budget and bids were solicited and received for the purchase.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Sheboygan Dodge, Chrysler Jeep for the purchase of the vehicle(s) described above at a cost of \$17,256.56 each including license and title fees;

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw the funds from Account 10121140-994000 in payment thereof.

***Res. No. 138 - 12 - 13. By Alderperson Heidemann. February 4, 2013.**

A RESOLUTION authorizing advertising for bids for the resurfacing of Erie Ave. from N. 14th St. to N. 8th St.

RESOLVED: That the Engineering Division is hereby authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.13(3), Wisconsin Stats, for the resurfacing of Erie Avenue from N. 14th St. to N. 8th St., according to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

Res. No. 135 - 12 - 13. By Alderperson Hammond. February 4, 2013.

A RESOLUTION to authorize a transfer of appropriations in the 2012 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2012 Budget for the purposes of:

Establishing appropriation for distribution of remaining increment in Tax Incremental District No. 3

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
TID III Debt Service Fund	TID III Debt Service Fund	
Unreserved Fund Balance	Interfund Expense-Debt Service Fund	
306-253000	30681101-811101	\$296,981
	Sheboygan County	
	30699340-540826	\$174,958
	Sheb Area School District	
	30699910-540826	\$228,796
	Kohler Area School District	
	30699355-540826	\$157,092
	Lakeshore Technical College	
	30699345-540826	\$ 53,223

***Subs. of Res. No. 140 - 12 - 13. By Alderperson Hammond. February 18, 2013.**

A RESOLUTION authorizing the submittal of a grant application for the former Kingsbury Brewery Property located at 739 North Water Street by the Redevelopment Authority and the subsequent appropriation of the City of Sheboygan funds for a Wisconsin Ready for Reuse Grant.

WHEREAS, the City of Sheboygan recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and

WHEREAS, in this action the City of Sheboygan Common Council has declared its intent to complete the Ready for Reuse Grant activities described in the application if awarded funds; and

WHEREAS, the City of Sheboygan will maintain records documenting all expenditures made during the Ready for Reused Grant period; and

WHEREAS, the City of Sheboygan will allow employees from the Department of Natural Resources access to inspect the grant site or facility and grant records; and

WHEREAS, the City of Sheboygan will submit a final report to the Department which will accompany the final payment request.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan Common Council request funds and assistance from the Wisconsin Department of Natural Resources under the Ready for Reuse Program and will comply with the state rules for the program, and *Chairperson and Interim Executive Director* to act on behalf of the Redevelopment Authority as authorized representatives.

ORDINANCES INTRODUCED

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.

Lies over under the rules.

Gen. Ord. No. 49 – 12 – 13. By Alderperson Van Akkeren. February 18, 2013.

AN ORDINANCE creating parking limits so as to add a 15-minute parking limit on the north side of St. Clair Avenue between N. 7th Street and N. 6th Street.

Was referred to the Committee on Public Protection and Safety.

MATTERS LAID OVER

Res. No. 128 - 12 - 13. By Alderpersons Hammond, Roeseler, Carlson and Donohue. January 21, 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 Natural Resources for the Urban Wildlife Damage Abatement and Control Program:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund	General Fund	
Police Department	Police Department	
State Grant	Contracted Services	
10121100-434201	10121100-521900	\$5,000

Establishing estimated revenue and appropriation for grant from the Wisconsin Department of Transportation for Transit software purchase:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Transit Fund	Transit Fund	
State Grant	Software	
651930000-434201	65193000-642200	\$88,000

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

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 14.

Nays: None.

A MOTION to convene in closed session by Alderperson Carlson and second by Alderperson Bohren was made under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., for the purpose of deliberating the possible sale of public property where competitive and bargaining reasons require a closed session, passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 14.

Nays: None.

A MOTION to reconvene in open session was made by Alderperson Carlson and second by Alderperson Bohren passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 14.

Nays: None.

On motion by Alderperson Carlson and second by Alderperson Bohren was made to extend the broker's listing agreement through March 4, 2013 regarding the sale of the Schuchardt property, passed on call of the roll:

Ayes: Belanger, Bohren, Carlson, Dekker, Donohue, Heidemann, Kath, Lessard, Lewandoske, Roeseler, Van Akkeren, VanderWeele, Versey, Wangemann - 14.

Nays: None.

There being no further business, on motion by Alderperson Carlson and second by Alderperson Bohren, the meeting was then adjourned, all Alderpersons present voting "Aye".

Mayor

City Clerk